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BIR D

ASSIGNMENT

This Agreement is made as of April 1, 1987, by and between BellSouth Mobility Inc, a Georgia corporation having its principal office at 5600 Glenridge Drive, Suite 600, Atlanta, Georgia 30342, hereinafter referred to as "Assignor", and Alabama Cellular Service, Inc., hereinafter referred to as "Assignee".

W I T N E S S E T H:

WHEREAS, City of Pelham, Alabama as licensor, and Assignor, as Licensee, entered into a License Agreement dated March 3, 1986, a copy of which together with copies of all amendments, modifications, extensions or renewals thereof, if any, are attached hereto as Exhibit "A" (all of which are hereinafter collectively referred to as the "License"), regarding a certain parcel of land situated at 3162 Highway 31 South, Pelham, Alabama, 35124.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor assigns and transfers to Assignee all Assignor's right, title and interest in the License with full substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect to said License.

TO HAVE AND TO HOLD the same from the time of assignment, for all the rest of the term of the License and extensions thereof, subject to rents, covenants and provisions therein contained. Assignee accepts the assignment and assumes and agrees to perform, from the time of assignment, in a direct obligation to Licensor, all the provisions of the License.

**Chicago Title
Insurance Company**
SUITE 2700, TOWER PLACE
3340 PEACHTREE ROAD, N.E.
ATLANTA, GEORGIA 30311

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Assignee hereby assumes all of the obligations of Assignor under the License and agrees to indemnify and hold harmless Assignor from all damages resulting from any default by Assignor or Assignee on the License. Assignor is hereby released from any further obligations of this License Agreement.

Assignee has inspected the Premises, is satisfied with its condition and accepts the Premises AS IS. The acceptance of the Premises from Assignor in AS IS condition shall not be construed as a waiver by Assignee of any right it may have against Licensor under the Lease or any right Assignor may have against Licensor under the Lease.

IN WITNESS WHEREOF, Assignor and Assignee have executed this instrument the date first written above.

BELLSOUTH MOBILITY INC

BY: Frederick W. Johnson
Frederick W. Johnson

TITLE: Vice President and General Counsel

DATE: 4/8/87

Alabama Cellular Service, Inc.

BY: Frederick W. Johnson
Frederick W. Johnson

TITLE: Vice President and General Counsel

DATE: 4/8/87

BIR D

LICENSE AGREEMENT

This License Agreement is entered into this 3rd day of March, 1986, between BELLSOUTH MOBILITY INC, hereinafter called LICENSOR, whose principal address is 2030 Powers Ferry Road, Suite 500, Atlanta, Georgia 30339 and City of Pelham, Alabama, hereinafter called LICENSEE, whose principal address is 3162 Highway 31 South, Pelham, Alabama 35124.

LICENSOR is the owner of a 150' monopole antenna support structure, hereinafter called tower, located on real property in Pelham, Shelby County, Alabama. Said real property is leased by LICENSOR from the City of Pelham pursuant to the terms and conditions of the Lease Agreement between the City of Pelham and BellSouth Mobility Inc dated March 15, 1985.

1. In consideration for one dollar, receipt of which is acknowledged by LICENSOR, LICENSOR hereby leases to LICENSEE space on LICENSOR's tower for the mounting of two antennas of the type and specifications described in Exhibit A attached hereto. Said antennas shall be mounted at the 150' level of LICENSOR's tower. Heliac cable of 7/8 inch diameter or smaller shall be run between LICENSEE's antennas and LICENSEE's equipment storage building located on adjacent property. LICENSEE shall run cable along said tower in conduit presently installed on tower by LICENSOR and in a secure manner acceptable to LICENSOR.

2. Agreement shall commence upon execution by authorized representative of each party and shall continue until ninety days written notice to terminate this Agreement is given by either party.

3. LICENSEE shall not make or suffer to be made any alterations, additions or improvements to the demised premises, or any part thereof, without first obtaining LICENSOR's written consent. No such alterations shall be performed until after LICENSOR has approved LICENSEE's changes and specifications which describe such alterations in detail. Such alterations shall be made in a good and workmanlike manner and shall conform to the drawings and specifications previously approved by LICENSOR. The cost of all such alterations shall be borne solely by LICENSEE.

4. The LICENSEE will bear the cost of installation of its antennas and cables. The LICENSEE shall, during the term of the License, keep the demised premises in as good a state of repair as they are at the time of commencement of this License, reasonable wear and tear excepted.

5. All property placed on the premises by LICENSEE during this License shall be at the sole risk of LICENSEE. The LICENSOR shall not be liable to LICENSEE, the City of Pelham or any other person for any injury, loss or damage to property or to any person on the premises.

6. LICENSEE shall not sublet or assign all or any part of its privileges granted herein.

7. LICENSOR, at LICENSOR's option, may at any time inspect LICENSEE's equipment and use of the premises. LICENSEE shall be responsible for maintaining at LICENSEE's expense, its use of the property in acceptable and manufacturer's suggested manner.

8. LICENSEE shall indemnify and hold LICENSOR harmless against any claim of liability or any loss from personal injury or property damage resulting from or arising out of the use and occupancy of the property by LICENSEE, its servants or agent.

9. The parties hereby waive any and all rights of action for negligence against the other which may hereinafter arise on account of damage to the premises or property, resulting from any fire or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not and in what amounts, such insurance is carried now or hereafter by the parties.

10. LICENSEE shall conduct its use of the premises in accordance with the Federal Communications Commission rules and regulations and for the purpose described in Exhibit A. LICENSEE agrees that in the event interference is detected by LICENSOR which may result from LICENSEE's antennas and LICENSEE's use of the tower, LICENSEE will cooperate with LICENSOR in determining the source of the problem and its correction. If such interference continues for a reasonable time after corrective measures, LICENSOR may terminate this License and LICENSEE will remove its property.

11. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party may have designated to the sender by like notice):

LICENSEE:

City of Pelham

3162 Highway 31 South

P. O. Box 277

Pelham, Alabama 35124

ATTN: City Clerk

LICENSOR:

BELLSOUTH MOBILITY INC
2030 POWERS FERRY ROAD
SUITE 500
ATLANTA, GA 30339

ATTN: MARIO LIZASO

12. LICENSOR may, at LICENSOR's option require that LICENSEE remove LICENSEE's antennas and cables upon ninety days written notice, should LICENSOR require said antenna space for future growth or rearrangement of LICENSOR's antennas.

LICENSEE:

Bobby Hayes
City of Pelham - Mayor

LICENSOR: BELLSOUTH MOBILITY INC

REVIEWED AND APPROVED AS TO FORM

C. G. McCarty 3-18-86
CONTRACT ADMINISTRATOR DATE

STATE OF Alabama

March 3, 1986

COUNTY OF Shelby

On 3rd day of March 1986 before me, the
undersigned, a Notary Public in and for said County and State
personally appeared Bobby Hayes, Mayor of the City of Pelham, Alabama

known to me to be the person/persons whose name/names subscribed
to within instrument and knowledged that he/she/they executed
the same.

Signature Donna Little

Donna Little
NAME (typed or printed)

My Commission Expires: My Commission Expires May 20, 1989

STATE OF Georgia
COUNTY OF Cobb

I, Vera Gmitter, a Notary Public in and for the State and County aforesaid, hereby certify that R. L. Tonsfeldt, personally known to me to be the President of BellSouth Mobility Inc appeared before me this day in person in the State and County aforesaid, and acknowledged the execution and delivery of the foregoing instrument to be the free act and deed of R. L. Tonsfeldt and his free act and deed as such officers thereof.

Notary Public, Georgia, County of Fulton
My Commission Expires May 20, 1989

My Commission expires _____.

WITNESS MY HAND and notarial seal this 31st day of Mar., 1986.

Vera Gmitter
Notary Public

EXHIBIT A

LICENSE AGREEMENT

between

BellSouth Mobility Inc
and
City of Pelham, Alabama

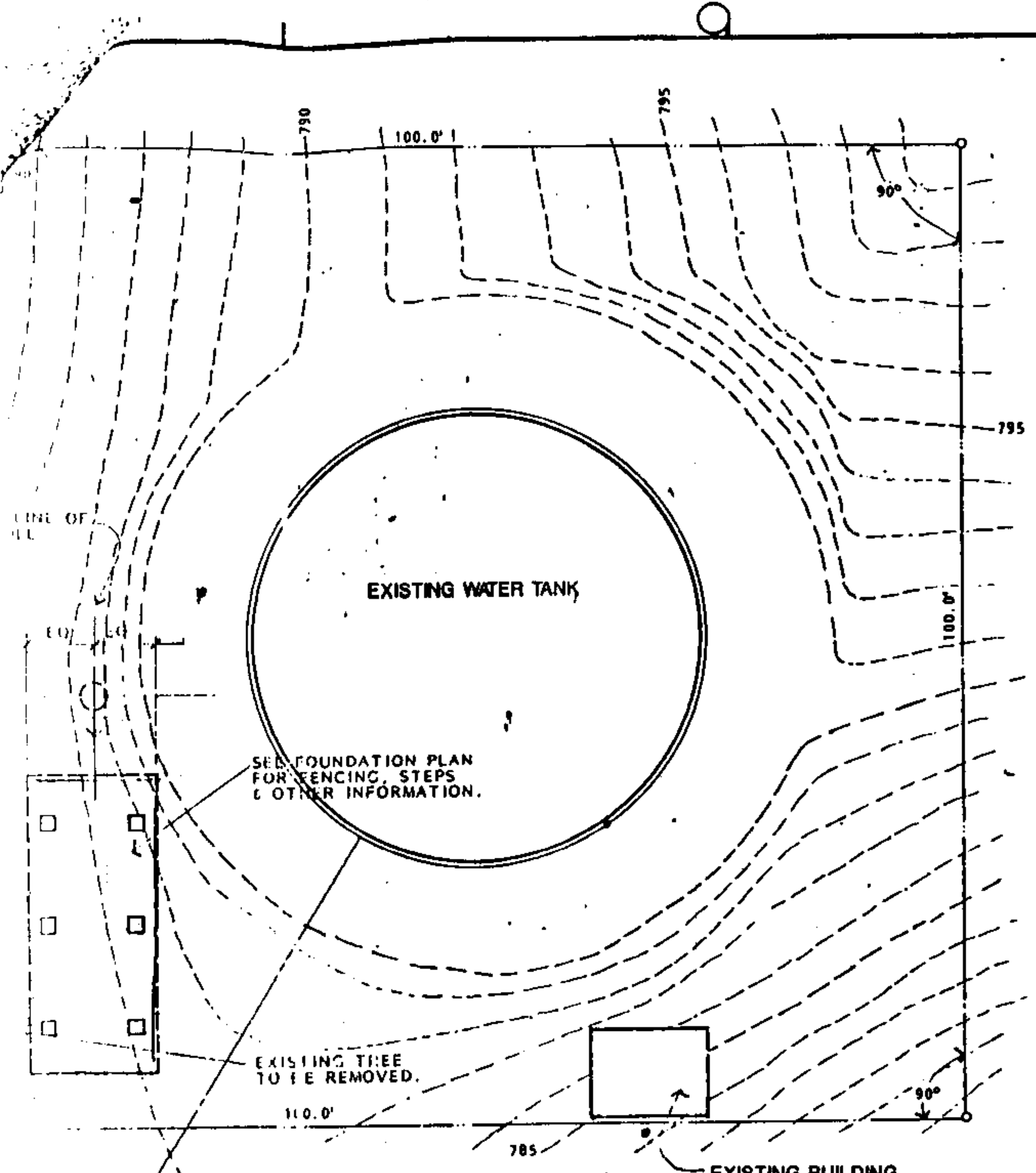
dated

March 3, 1986

Police Radio: Frequency 465.100 receive
Antenna - Andrews TDE-682A

Fire Radio: Frequency 154.145 transmit and receive
Antenna - Decibel Products DB 224

SUBJECT: Fe
Library
Type: E.I.

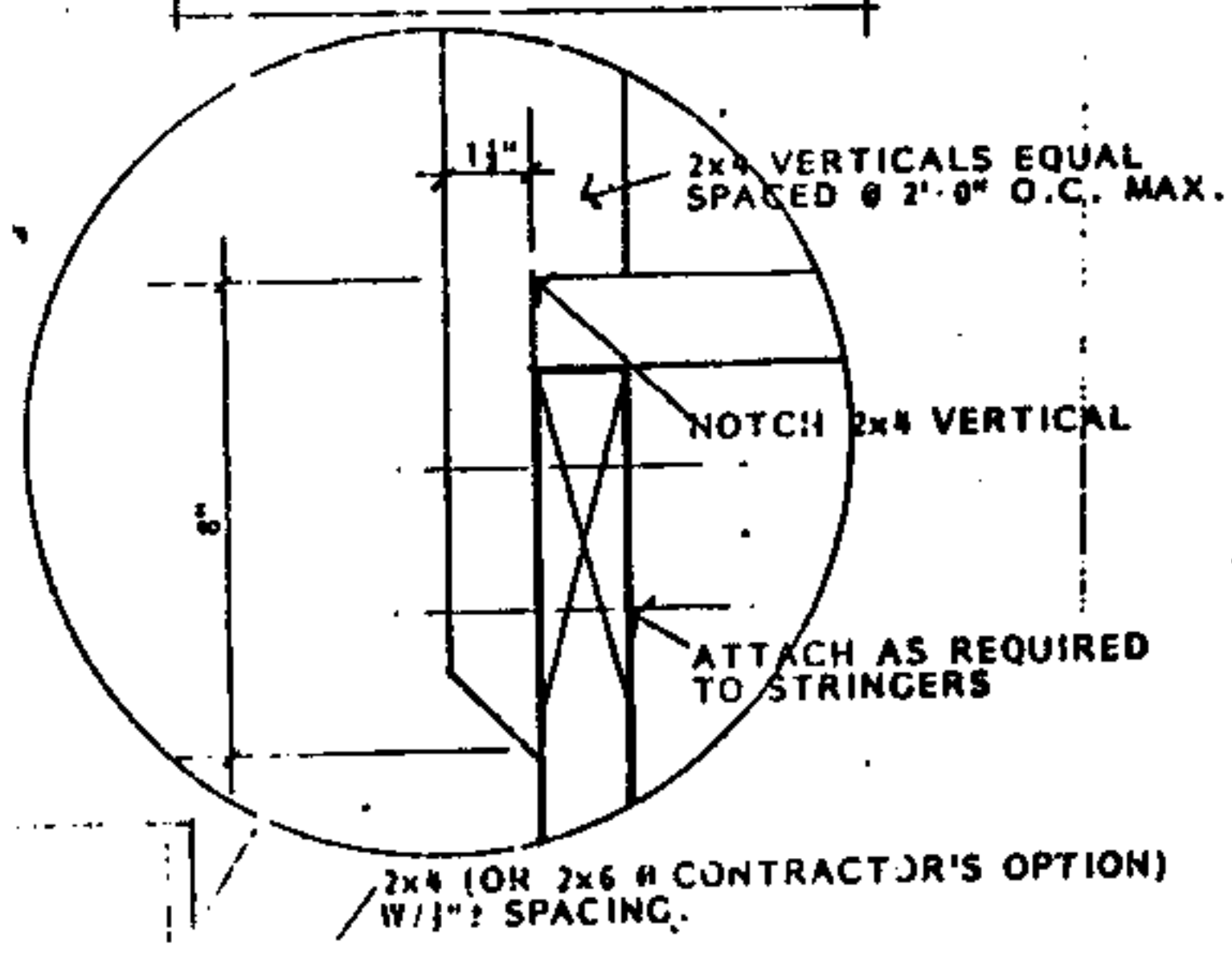


TOWN

- Gravel
- 1. F. I. E.
 - 2. A. C.
 - 3. F. I. E.

NOTE: CONTOURS & CORNER RID LOCATIONS ARE APPROXIMATE. TOP OF PIER ELEVATIONS SHALL BE VERIFIED PRIOR TO PLACEMENT AND ADJUSTED AS REQUIRED FOR INSTALLATION OF PRE-ENGINEERED BLDG.. CONTRACTOR TO VERIFY LOCATION & BE RESPONSIBLE FOR PROTECTION OF EXISTING UTILITIES.

SITE PLAN 1" = 10'-0"



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TOTAL

DECLARATION OF VALUE

Denis P. O'Sullivan, the undersigned, having contacted the proper parties of Bell South Mobility can hereby certify that in connection with the Assignment of Lease concerning the Lease Agreement dated March 3, 1986, the value of the lease at this point is \$2,400.00 on property Pelham, Shelby County, Alabama.

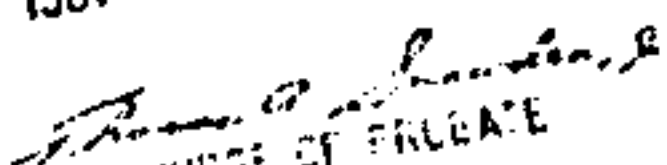

Denis P. O'Sullivan
Office Counsel
Chicago Title Insurance Company

Dated: March 27, 1987

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1987 JUN -3 AM 11:09


JUDGE OF PROBATE

1. Deed Tax	\$ 2.50
2. Mtg. Tax	
3. Recording Fee	25.00
4. Indexing Fee	1.00
TOTAL	28.50