

OPTION AND LEASE AGREEMENT

This Agreement, made this 19th day of November, 1987 between James F. & Joyce (Wilkinson) Reddy (Optionor-Lessor) hereinafter designated LESSOR and BELLSOUTH MOBILITY INC, (Optionee-Tenant), hereinafter called TENANT.

RECITALS:

LESSOR is the owner of certain real property located in Shelby County, State of Alabama, and TENANT desires to obtain an Option to lease a portion of said real property (hereinafter called Property), with a right of way for access thereto, containing approximately 2500 square feet more specifically described in and as substantially shown outlined in red on Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of a sum of Dollars (\$), hereinafter referred to as Option Money, to be paid by TENANT to the LESSOR, which TENANT will provide upon its execution of this Agreement, the LESSOR hereby grants to TENANT the right and option to lease said Property including a right of way for access thereto for the term and in accordance with the covenants and conditions set forth herein.

The option may be exercised at any time on or prior to .

At TENANT's election, and upon TENANT's prior written notification to LESSOR, the time during which the option may be exercised may be further extended for one additional period of months, through and including , 19 , with an additional payment of Dollars (\$) by TENANT to LESSOR for the option period so extended. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto, he shall immediately notify TENANT in writing so that TENANT can take steps necessary to protect TENANT's interest in the Property.

This Option may not be sold, assigned, or transferred, at any time except to TENANT's principal, affiliates or subsidiaries of its principal. As to other parties, this Option may not be sold, assigned or transferred without the written consent of the LESSOR, such consent not to be unreasonably withheld.

Should TENANT fail to exercise this Option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

The LESSOR shall permit TENANT during the Option Period, free ingress and egress to the Property to conduct such surveys, structural strength analysis, subsurface boring tests and other activities of similar nature, as TENANT may deem necessary, at the sole cost of TENANT.

Notice of the exercise of the Option shall be given by TENANT to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted. On the date of such notice the following Agreement shall take effect:

O/L CPI
9/87

Bureau of Land Management
3000 South Street, Tallahassee, FL 32309



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LEASE AGREEMENT

1. LESSOR hereby leases to TENANT that certain parcel of Property, containing approximately 2500 square feet, situated in Shelby County, State of Alabama, together with the nonexclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along a foot (20 ') wide right of way extending from the nearest public right of way Hwy. 31 to the demised premises, said Property and right of way for access being substantially as described herein in Exhibit "A" and as shown enclosed within red lines on Exhibit "A" attached hereto and made a part hereof. LESSOR shall cooperate with TENANT in its effort to obtain utility services along said right of way by signing such documents or easements as may be required by said utility companies. In the event any public utility is unable to use the aforementioned right of way, the LESSOR hereby agrees to grant an additional right of way either to the TENANT or to the public utility at no cost to the TENANT.

2. LESSOR also hereby grants to TENANT the right to survey said Property, and said survey shall then become Exhibit "B", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A". Cost for such work shall be borne by the TENANT.

3. This Agreement shall be for an initial term of five (5) years beginning on ~~the date the option is exercised by~~ Nov. 19, 1980 at an annual rental of Thirty Six Hundred (\$ 3600.00) to be paid in equal monthly installments on the first day of the month, in advance, to James F. Redfield or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.

4. TENANT shall have the option to extend this lease for four (4) additional five (5) year terms by giving the LESSOR written notice of its intention to do so at least six (6) months prior to the end of the then current term.

5. (A) Rent shall be adjusted annually to equal the purchasing power of the previous year. Such adjusted rental shall be computed by multiplying the monthly base rent of Three Hundred Dollars (\$ 300.00) by the quotient resulting from dividing the index number of retail commodity prices designated "CONSUMER PRICE INDEX - U.S. CITY AVERAGE, ALL ITEMS" (1967-100) prepared by the Bureau of Labor Statistics of the United States Department of Labor for the first month of the lease year of the year for which the rental adjustment is being computed (i.e., for the beginning August 1, 1987, the index would be that for July 1987, and for the year beginning August 1, 1988, the index would be for July, 1988, etc.) by the index for the first month of lease term. By subtracting the monthly base rent of 300.00 from the sum realized by the above computation, the monthly rent adjustment is determined and shall be payable for each month of the lease

* The tenant agrees to pay the Lessor an additional annual sum of \$200.00 for road maintenance. Said sum shall be paid on January 1st of each calendar year for the duration of the lease. Tenant further agrees to repair any damages to access road caused by tenant. Evidence that tenant was responsible for said damages must be submitted to tenant within 2 wks. of the alleged damage in writing by [redacted]

STGWR
LESSOR
TENANT
[Signature]

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year for which it has been computed. Said sum is in addition to the base rent and is payable within thirty days after publication of the subject Consumer Price Index to cover the past due amounts and thereafter monthly until the next annual rent adjustment is computed and payable and shall be limited to a seven percent (7%) increase over the previous year's rent. A lease year is the twelve (12) months commencing with the anniversary of the lease effective date and terminating with the last day of the twelfth month thereafter.

(B) The computation of the annual rent adjustment shall never result in a reduction from the base rent above provided so that the minimum rent hereunder shall never be less than the aforesaid base rent.

6. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Monthly rental for this period shall be equal to the rent paid for the last month of the fourth (4th) five (5) year extension.

7. TENANT shall use the Property for the purpose of constructing, maintaining and operating a Mobile Communications Facility and uses incidental thereto, consisting of one building of approximately 600 square feet and one free standing monopole or three sided antenna structure of approximately 200' feet in height and all necessary connecting appurtenances. A security fence consisting of chain link construction or similar but comparable construction may at the option of TENANT be placed around the perimeter of the Property (not including the access easement). All improvements shall be at TENANT's expense. TENANT will maintain the property in a reasonable condition. It is understood and agreed that TENANT's ability to use the Property is contingent upon its obtaining after the execution date of this Agreement, all of the certificates, permits and other approvals that may be required by any federal, state or local authorities. LESSOR shall cooperate with TENANT in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by TENANT. LESSOR agrees to sign such papers as required to file applications with the appropriate zoning authority and/or commission for the proper zoning of the Property as required for the use intended by the TENANT. TENANT will perform all other acts and bear expenses associated with the rezoning procedure. LESSOR agrees not to register any written or verbal opposition to the rezoning procedures. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to TENANT is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that TENANT in its sole discretion will be unable to use the Property for its intended purposes, TENANT shall have the right to terminate this Agreement. Notice of the TENANT's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the LESSOR as evidenced by the return receipt. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other.

8. TENANT shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by the TENANT, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the LESSOR, or its servants or agents.

9. The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to 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, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. LESSOR agrees that TENANT may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

10. TENANT will be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on the property. TENANT shall reimburse LESSOR as additional rent for any increase in real estate taxes levied against the leased property which are directly attributable to the improvements constructed by TENANT and are not separately levied or assessed against TENANT's improvements by the taxing authorities.

11. TENANT upon termination of this Agreement, shall, within a reasonable period, remove its personal property and fixtures and restore the Property to its original condition, reasonable wear and tear excepted. At LESSOR's option when this Agreement is terminated and upon LESSOR's advance written notice to TENANT, TENANT will leave the foundation and security fence to become property of LESSOR. If such time for removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of personal property and fixtures are completed.

12. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property (the Property to include only the parcel leased hereunder) to a purchaser other than TENANT, such sale shall be under and subject to this Lease Agreement and TENANT's rights hereunder, and any sale by the LESSOR of the portion of this property underlying the right of way herein granted shall be under and subject to the right of the TENANT in and to such right of way. LESSOR agrees not to sell, lease or use any other areas of the entire parcel upon which property is situated for placement of other communications facilities if, in TENANT'S sole judgment, such installation would interfere with the facilities in use by TENANT. *Proof of possible interference shall be provided to Lessor. Parties having agreed American Mobile Phone existing tower does not create interference.*

13. LESSOR covenants that TENANT, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Leased Property.

14. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property.

15. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and TENANT and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or TENANT in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the parties.

16. This Lease Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Alabama.

17. This lease may not be sold, assigned or transferred at any time except to TENANT's principal, affiliates or subsidiaries of its principal. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of the LESSOR, such consent not to be unreasonably withheld.

18. 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 to be notified may have designated to the sender by like notice):

TENANT: BellSouth Mobility Inc
5600 Glenridge Drive
Suite 600
Atlanta, Georgia 30342

Attn: Assistant Manager
Real Estate & Building
Network North

LESSOR: James F. Redfield
2133 Cherokee Lane
Birmingham, Ala. 35226
205/595-3733 office
979-9187 home

19. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

20. At LESSOR's option, this Agreement shall be subordinate to any mortgage by LESSOR which from time to time may encumber all or part of the Property or right of way; provided, however, every such mortgage shall recognize the validity of the Agreement in the event of a foreclosure of LESSOR's interest and also TENANT's right to remain in occupancy of and have access to the Property as long as Tenant is not in default of this Agreement. TENANT shall execute whatever instruments as may reasonably be required to evidence this subordination clause. In the event the leased property is encumbered by a mortgage, the LESSOR immediately after this option is exercised, will obtain and furnish to TENANT, a non-disturbance instrument for each such mortgage in recordable form.

21. If the whole of the leased premises or such portion thereof as will make the premises unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between LESSOR and TENANT as of that date. Any lesser condemnation shall in no way affect the

respective rights and obligations of LESSOR and TENANT hereunder. Nothing in this provision shall be construed to limit or affect TENANT's right to an award of compensation of any eminent domain proceeding for the taking of TENANT's leasehold interest hereunder.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

Signed, sealed and delivered in the presence of:

LESSOR:

F. Noel Field
Joyce Patricia Redfield

BY:

Debbie Smith
WITNESS

NOTARY PUBLIC

Signed, sealed and delivered in the presence of:

TENANT: BellSouth Mobility Inc

Christine Templeton
WITNESS

Frederick W. Johnson
BY: Vice President

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APPROVED AS TO FORM	
<u><i>C. D. McLean</i></u>	
CONTRACT MANAGER	
DATE	12-15-87



ADDENDUM TO OPTION AND LEASE AGREEMENT
BETWEEN

James F. & Joyce (Wilkinson) Redfield
AND
BELLSOUTH MOBILITY INC

R QWR

This agreement serves as an Addendum to that Option and Lease agreement between James F. & Joyce (Wilkinson) Redfield and BellSouth Mobility Inc dated November 19, 1987.

By this addendum BellSouth Mobility agrees that after placing in service the cellular transmitting facility to be built on the property subject of the above referenced lease agreement it will measure the radio frequency emissions from the facility to determine that such emissions meet or exceed the standards for long term exposure as specified by The American National Standards Institute (ANSI). Such standards recommend that the emissions as measured by standard equipment must be less than or equal to 10 mw/cm². BellSouth Mobility further agrees to provide Lessor evidence of compliance with the above ANSI standards.

DATED THIS 19 DAY OF November, 1987.

WITNESS

Christine Simphton
WITNESS

LESSOR:

X J. F. Redfield
Joyce Wilkinson Redfield

BELLSOUTH MOBILITY INC

Frederick W. John
BY: Vice President

Tenant agrees to notify Lessor two weeks prior to the actual date the measurement will take place in order that Lessor may be present for observation. Measurements shall be made once a year for the duration of the lease. Tenant also agrees to remain within established (E.P.A) Environmental Protection Agency guides if applicable.

STATE OF Alabama

COUNTY OF Shelby

Nov. 19, 1987

On this 19 day of November, 1987 before me, the undersigned, a Notary Public in and for said County and State personally appeared James F. Redfield

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 H. Z. Meadows
Name H. Z. MEADOWS
(typed or printed)

My Commission Expires: May 22, 1988

My Commission Expires May 22, 1988

STATE OF Alabama

November 20, 1987

COUNTY OF Lee

On this 20 day of November, 1987 before me, the undersigned, a Notary Public in and for said County and State personally appeared Joyce Wilkinson Redfield

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

Name

Sandi Munger
(typed or printed)

My Commission Expires: November 1, 1992

STATE OF GEORGIA

COUNTY OF FULTON

I, Rebecca F. May, a Notary Public in and for the State and County aforesaid, hereby certify that Frederick W. Johnson personally known to me to be the Vice 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 BellSouth Mobility and his free act and deed as such officer thereof.

My Commissions expires

REBECCA F. MAY
Notary Public, Cobb County, Georgia
My Commission Expires Dec. 17, 1990

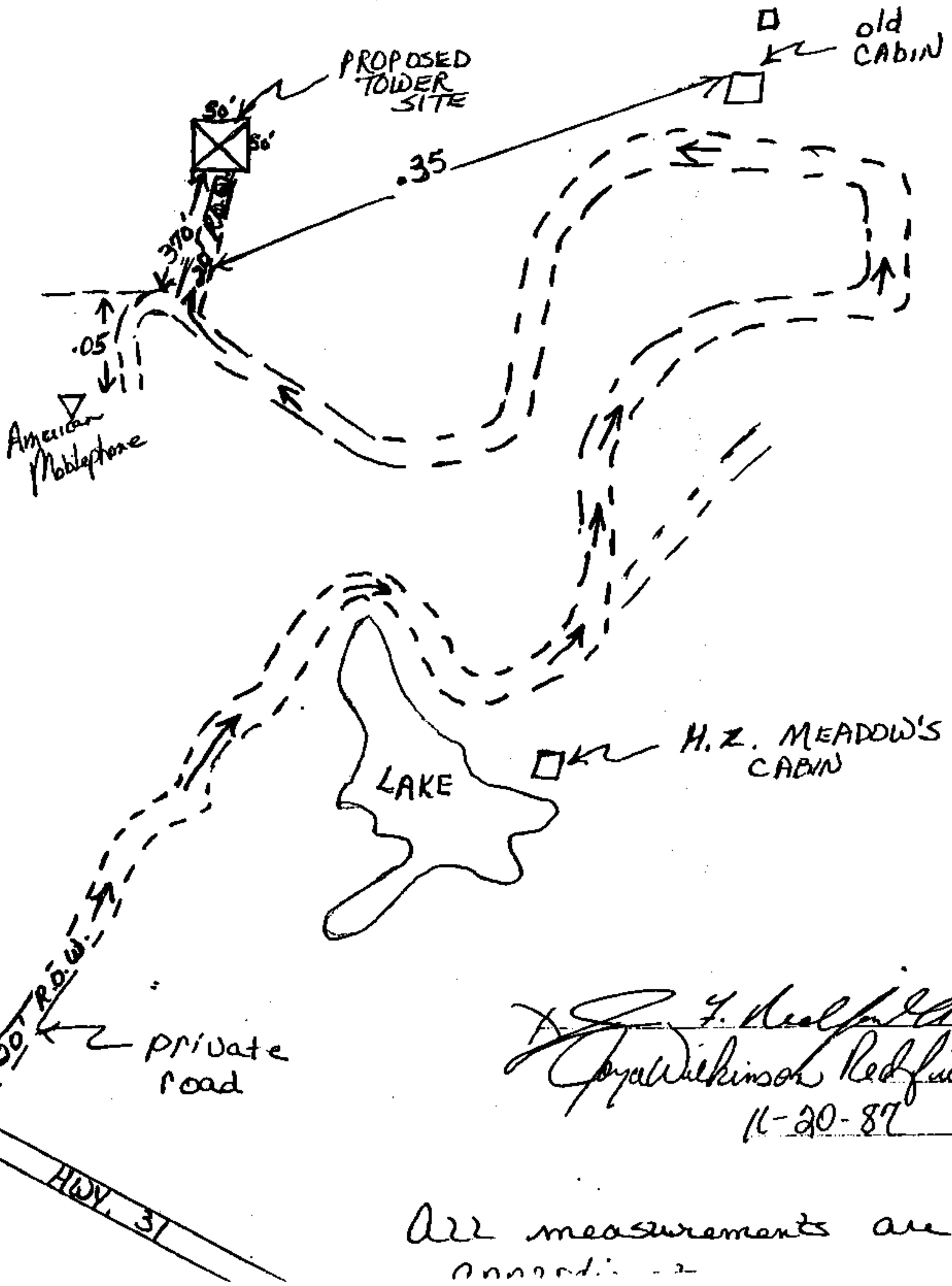
WITNESS MY HAND and notarial seal this 22nd day
of December, 19 87.

Rebecca F. May
Notary Public

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EXHIBIT A

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J. F. Keal
John Wilkinson Redfield
 11-20-87

All measurements are
 approximate

STATE OF ALABAMA)
SHELBY COUNTY)

TOWER SITE

A parcel of land located in the Southwest Quarter of the Northeast Quarter of Section 6, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

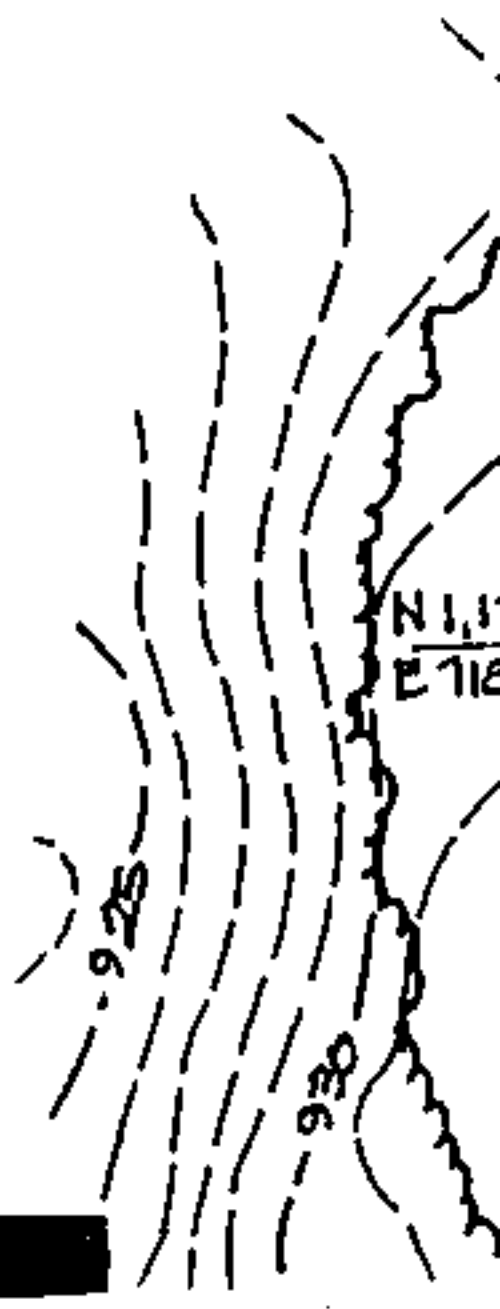
Commence at the U.S.G.S. Saginaw Monument, said monument being located in the Northwest Quarter of the Southeast Quarter of Section 6, Township 21 South, Range 2 West, Shelby County, Alabama, and also being located at North coordinate 1,177,160.42 and East coordinate 718,413.49 feet, Alabama State Plane Coordinate System, West Zone; thence run North 08°43'27" East for a distance of 630.69 feet to the POINT OF BEGINNING of the herein described parcel of land; thence run North 0°00'00" East for a distance of 50.00 feet to a point; thence run North 90°00'00" East for a distance of 50.00 feet to a point; thence run South 0°00'00" West for a distance of 50.00 feet to a point; thence run South 90°00'00" West for a distance of 50.00 feet to the POINT OF BEGINNING.

ACCESS ROAD EASEMENT

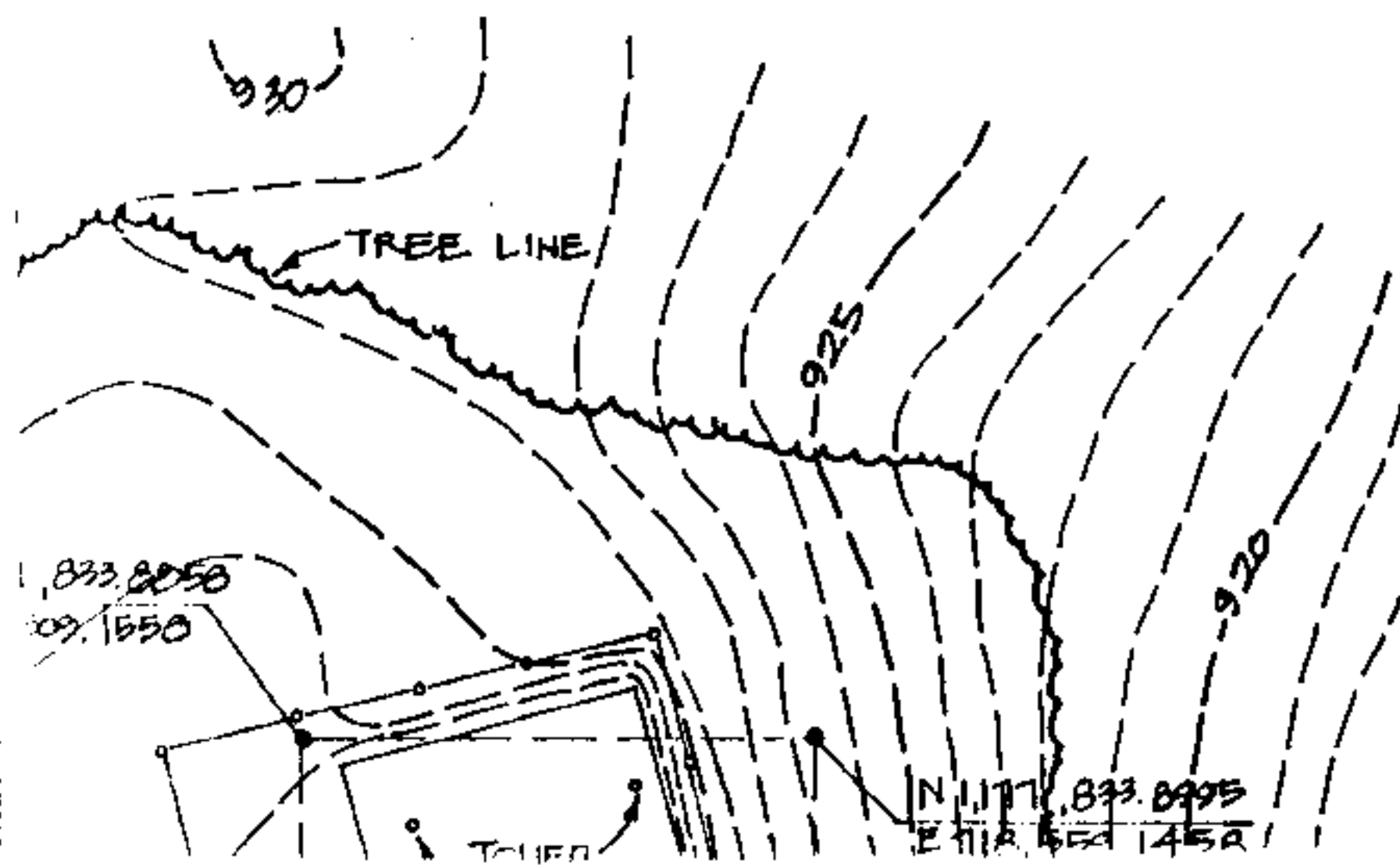
A strip of land of uniform 30 foot width for an access road right-of-way easement, being located in the Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4) of Section 5, the East Half (E 1/2) of Section 6 and the East Half of the Southwest Quarter (E 1/2 of SW 1/4) of Section 6, the North Half of the Northwest Quarter (N 1/2 of NW 1/4) of Section 7, all in Township 21 South, Range 2 West, and the East Half of the Northeast Quarter (E 1/2 of NE 1/4) of Section 12, Township 21 South, Range 3 West, all in Shelby County, Alabama, and being more particularly described with reference to a survey line described as follows:

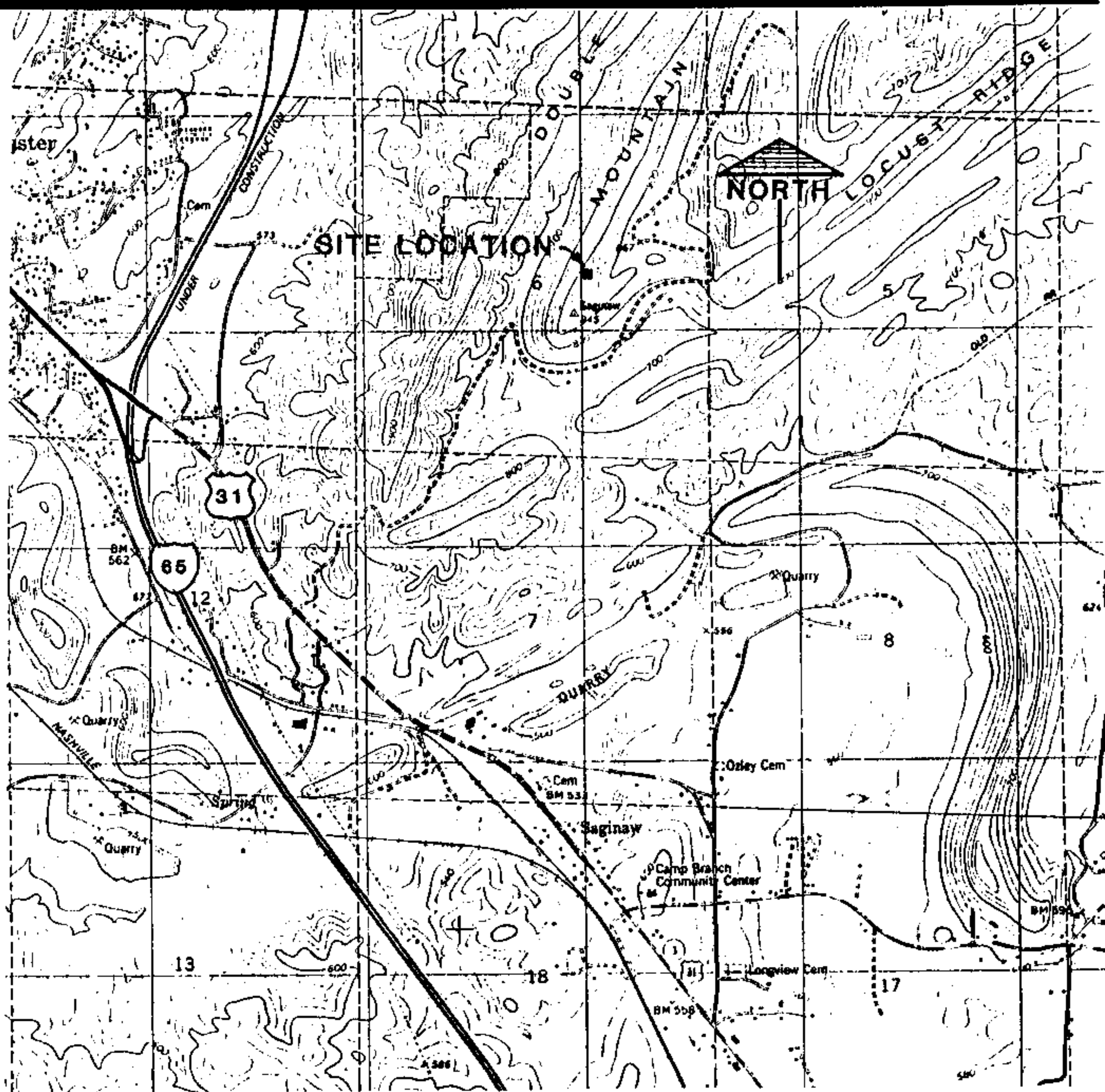
Commence at the U.S.G.S. Saginaw Monument, said monument being located in the Northwest Quarter of the Southeast Quarter of Section 6, Township 21 South, Range 2 West, Shelby County, Alabama, and also being located at North coordinate 1,177,160.42 feet and East coordinate 718,413.49 feet, Alabama State Plane Coordinate System West Zone; thence run North 08°43'27" East for a distance of 630.69 feet to a point; thence run North 90°00'00" East for a distance of 25.00 feet to the POINT OF BEGINNING of said survey line; thence run South 17°13'10" West for a distance of 260.00 feet; thence run South 09°21'27" West for a distance of 136.36 feet to a point; thence run North 77°47'52" East for a distance of 190.80 feet to a point; thence run North 68°21'06" East for a distance of 198.54 feet to a point; thence run North 41°28'29" East for a distance of 203.32 feet to a point; thence run North 27°30'15" East for a distance of 487.98 feet to a point; thence run North 05°52'16" East for a distance of 117.61 feet to a point; thence run North 07°22'12" West for a distance of 223.98 feet to a point; thence run North 31°33'14" East for a distance of 115.90 feet to a point; thence run North 75°15'41" East for a distance of 121.44 feet to a point; thence run South 88°35'17" East for a distance of 205.97 feet to a point; thence run South 85°23'15" East for a distance of 199.78 feet to a point; thence run North 79°00'28" East for a distance of 315.56 feet to a point; thence run South 67°19'25" East for a distance of 123.20 feet to a point; thence run South 20°07'08" East for a distance of 339.22 feet to a point; thence run South 06°38'43" West for a distance of 73.13 feet to a point; thence run South 63°19'32" West for a distance of 98.92 feet to a point; thence run South 84°52'23" West for a distance of 224.81 feet to a point; thence run South 64°51'05" West for a distance of 404.33 feet to a point; thence run South 29°25'39" West for a distance of 297.54 feet to a point; thence run South 09°15'20" West for a distance

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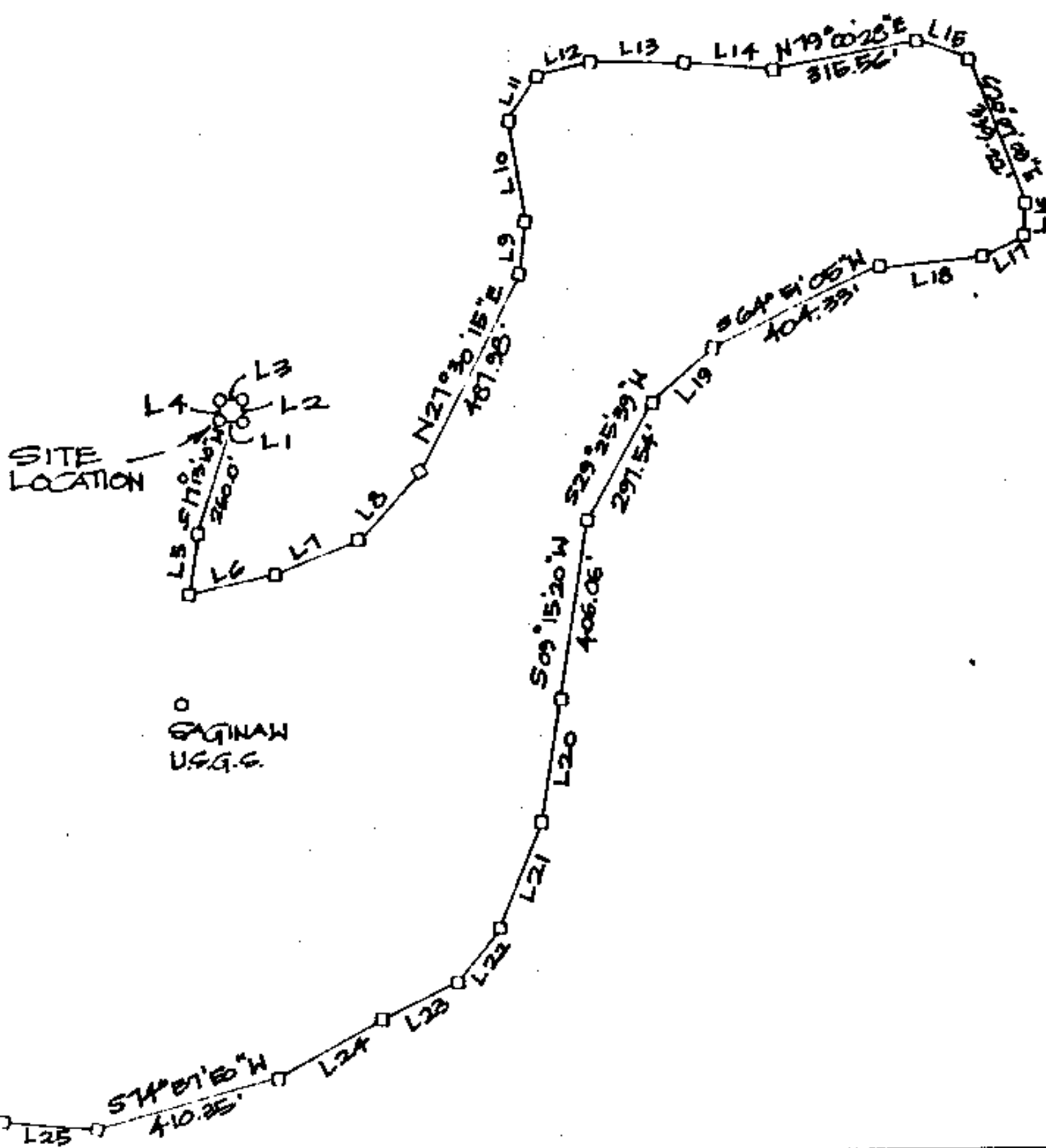


of 406.06 feet to a point; thence run South $09^{\circ}36'51''$ West for a distance of 277.64 feet to a point; thence run South $22^{\circ}08'29''$ West for a distance of 252.91 feet to a point; thence run South $38^{\circ}38'30''$ West for a distance of 150.58 feet to a point; thence run South $64^{\circ}32'04''$ West for a distance of 183.50 feet to a point; thence run South $61^{\circ}24'26''$ West for a distance of 263.08 feet to a point; thence run South $74^{\circ}57'50''$ West for a distance of 410.35 feet to a point; thence run North $84^{\circ}15'44''$ West for a distance of 206.30 feet to a point; thence run North $60^{\circ}59'30''$ West for a distance of 140.56 feet to a point; thence run North $39^{\circ}23'53''$ West for a distance of 190.44 feet to a point; thence run North $23^{\circ}24'48''$ West for a distance of 335.63 feet to a point; thence run North $50^{\circ}39'42''$ West for a distance of 76.71 feet to a point; thence run South $55^{\circ}19'07''$ West for a distance of 60.48 feet to a point; thence run South $15^{\circ}13'04''$ West for a distance of 599.78 feet to a point; thence run South $16^{\circ}11'05''$ West for a distance of 443.81 feet to a point; thence run South $14^{\circ}28'48''$ West for a distance of 477.68 feet to a point; thence run South $05^{\circ}16'48''$ West for a distance of 168.20 feet to a point; thence run South $22^{\circ}49'57''$ East for a distance of 111.49 feet to a point; thence run South $13^{\circ}23'14''$ West for a distance of 147.41 feet to a point; thence run South $12^{\circ}21'12''$ West for a distance of 141.46 feet to a point; thence run South $03^{\circ}19'34''$ West for a distance of 265.97 feet to a point; thence run South $05^{\circ}24'42''$ East for a distance of 213.38 feet to a point; thence run South $17^{\circ}01'58''$ East for a distance of 81.26 feet to a point; thence run South $33^{\circ}22'47''$ West for a distance of 150.87 feet to a point; thence run South $02^{\circ}01'51''$ East for a distance of 140.94 feet to a point; thence run South $11^{\circ}17'02''$ West for a distance of 89.00 feet to a point; thence run South $32^{\circ}11'21''$ West for a distance of 218.78 feet to a point; thence run South $44^{\circ}27'12''$ West for a distance of 345.37 feet to a point; thence run South $48^{\circ}55'59''$ West for a distance of 137.41 feet to a point; thence run North $75^{\circ}50'59''$ West for a distance of 114.73 feet to a point; thence run North $36^{\circ}54'40''$ West for a distance of 260.55 feet to a point; thence run North $88^{\circ}23'26''$ West for a distance of 81.68 feet to a point; thence run South $34^{\circ}21'46''$ West for a distance of 67.83 feet to a point; thence run South $13^{\circ}56'43''$ West for a distance of 233.39 feet to a point; thence run South $48^{\circ}57'09''$ West for a distance of 84.97 feet to a point; thence run South $74^{\circ}27'07''$ West for a distance of 200.11 feet to a point; thence run South $17^{\circ}14'49''$ West for a distance of 70.97 feet to a point; thence run South $13^{\circ}11'38''$ East for a distance of 278.80 feet to a point; thence run South $10^{\circ}52'46''$ West for a distance of 147.17 feet to a point; thence run South $32^{\circ}21'08''$ West for a distance of 192.23 feet to a point; thence run South $35^{\circ}28'39''$ West for a distance of 225.80 feet to a point; thence run South $22^{\circ}58'14''$ East for a distance of 312.45 feet to a point; thence run South $40^{\circ}31'15''$ West for a distance of 219.90 feet to a point; thence run South $40^{\circ}34'11''$ West for a distance of 49.27 feet to the point of intersection with the Northeast right-of-way margin of U.S. Highway No. 31, and the end of said survey line. Said strip of land being fifteen feet in width on each side of and adjacent to the above described survey line.



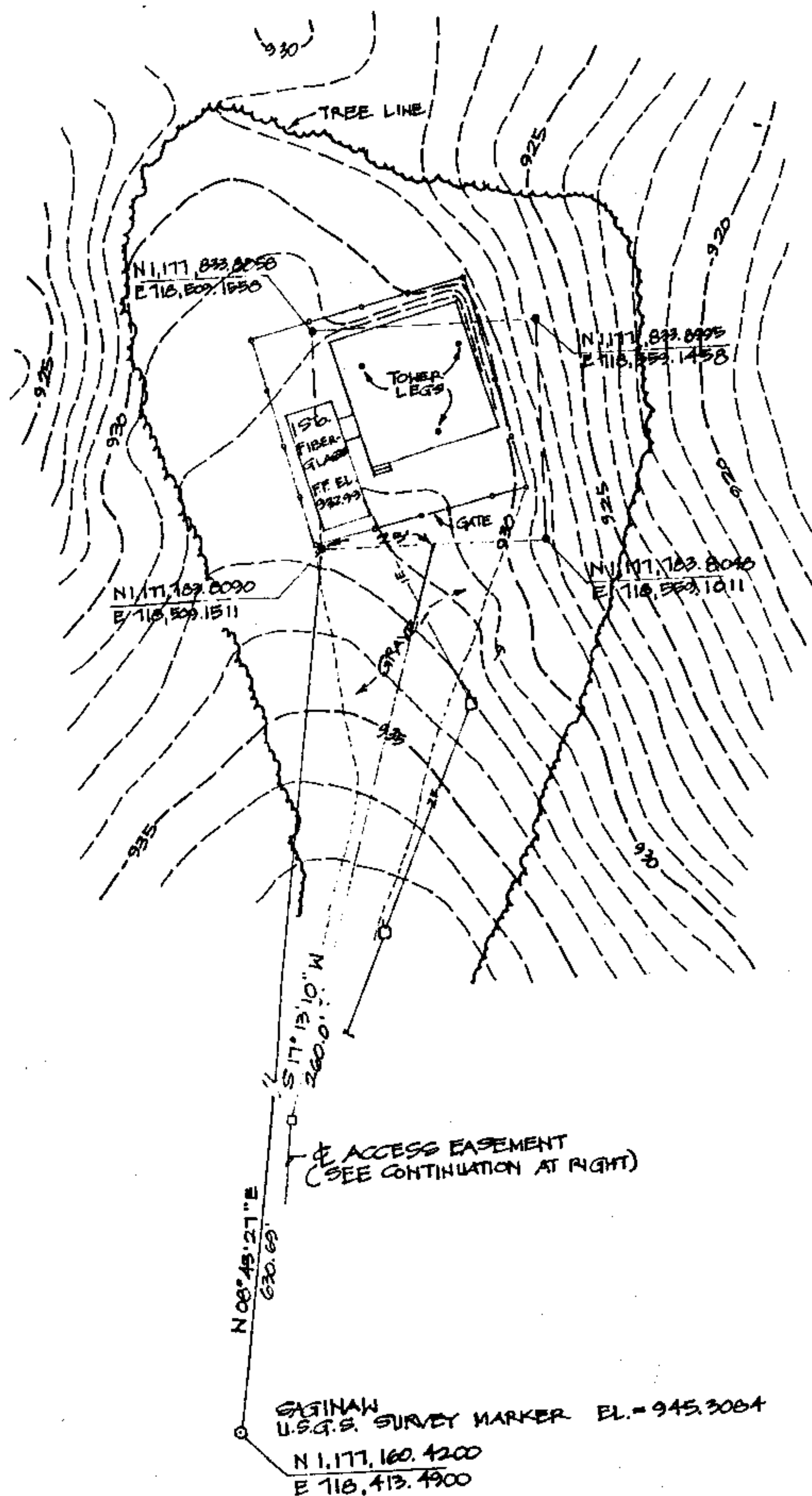


SITE LOCATION 1"=2,000'



LINE	DIRECTION	DISTANCE
L1	S 89° 58' 43" E	48.83
L2	N 00° 03' 04" E	50.08
L3	N 89° 58' 03" E	48.89
L4	S 00° 00' 20" W	50.08
L5	S 08° 21' 27" W	136.36
L6	N 77° 47' 52" E	190.80
L7	N 68° 21' 06" E	198.54
L8	N 41° 28' 28" E	203.32
L9	N 05° 52' 18" E	117.81
L10	N 07° 22' 12" W	223.98
L11	N 31° 33' 14" E	115.00
L12	N 78° 15' 41" E	121.44
L13	S 88° 36' 17" E	205.97
L14	S 85° 23' 15" E	199.78
L15	S 87° 19' 25" E	123.20
L16	S 08° 38' 43" W	73.13
L17	S 83° 19' 32" W	98.82
L18	S 84° 52' 23" W	224.81
L19	S 48° 48' 56" W	181.59
L20	S 09° 36' 31" W	277.84

05°24'42" East for a distance of 81.26 feet to a point; thence run South 55°12'47" West for a distance of 140.94 feet to a point; thence run South 02°01'51" East for a distance of 150.87 feet to a point; thence run South 02°01'51" East for a distance of 89.00 feet to a point; thence run South 11°17'02" West for a distance of 218.78 feet to a point; thence run South 44°27'00" West for a distance of 218.78 feet to a point; thence run South 44°27'00" West for a distance of 218.78 feet to a point; thence run South 48°55'59" West for a distance of 345.37 feet to a point; thence run South 48°55'59" West for a distance of 117.41 feet to a point; thence run North 75°50'59" West for a distance of 117.41 feet to a point; thence run North 36°54'40" West for a distance of 260.55 feet to a point; thence run North 36°54'40" West for a distance of 81.68 feet to a point; thence run South 88°23'26" West for a distance of 67.83 feet to a point; thence run South 13°56'43" West for a distance of 67.83 feet to a point; thence run South 13°56'43" West for a distance of 233.39 feet to a point; thence run South 48°57'09" West for a distance of 233.39 feet to a point; thence run South 74°27'07" West for a distance of 200.11 feet to a point; thence run South 74°27'07" West for a distance of 70.97 feet to a point; thence run South 17°14'49" West for a distance of 278.80 feet to a point; thence run South 13°11'38" East for a distance of 278.80 feet to a point; thence run South 13°11'38" East for a distance of 147.17 feet to a point; thence run South 32°21'08" West for a distance of 147.17 feet to a point; thence run South 35°28'39" West for a distance of 225.80 feet to a point; thence run South 35°28'39" West for a distance of 225.80 feet to a point; thence run South 22°58'14" East for a distance of 312.45 feet to a point; thence run South 40°31'15" West for a distance of 219.90 feet to a point; thence run South 40°31'15" West for a distance of 49.27 feet to the point of intersection with the Northeast right-of-way margin of U.S. Highway No. 31, and the end of said survey line. Said strip of land is fifteen feet in width on each side of and adjacent to the above described survey line.



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SITE TOPOGRAPHY 1"=30'

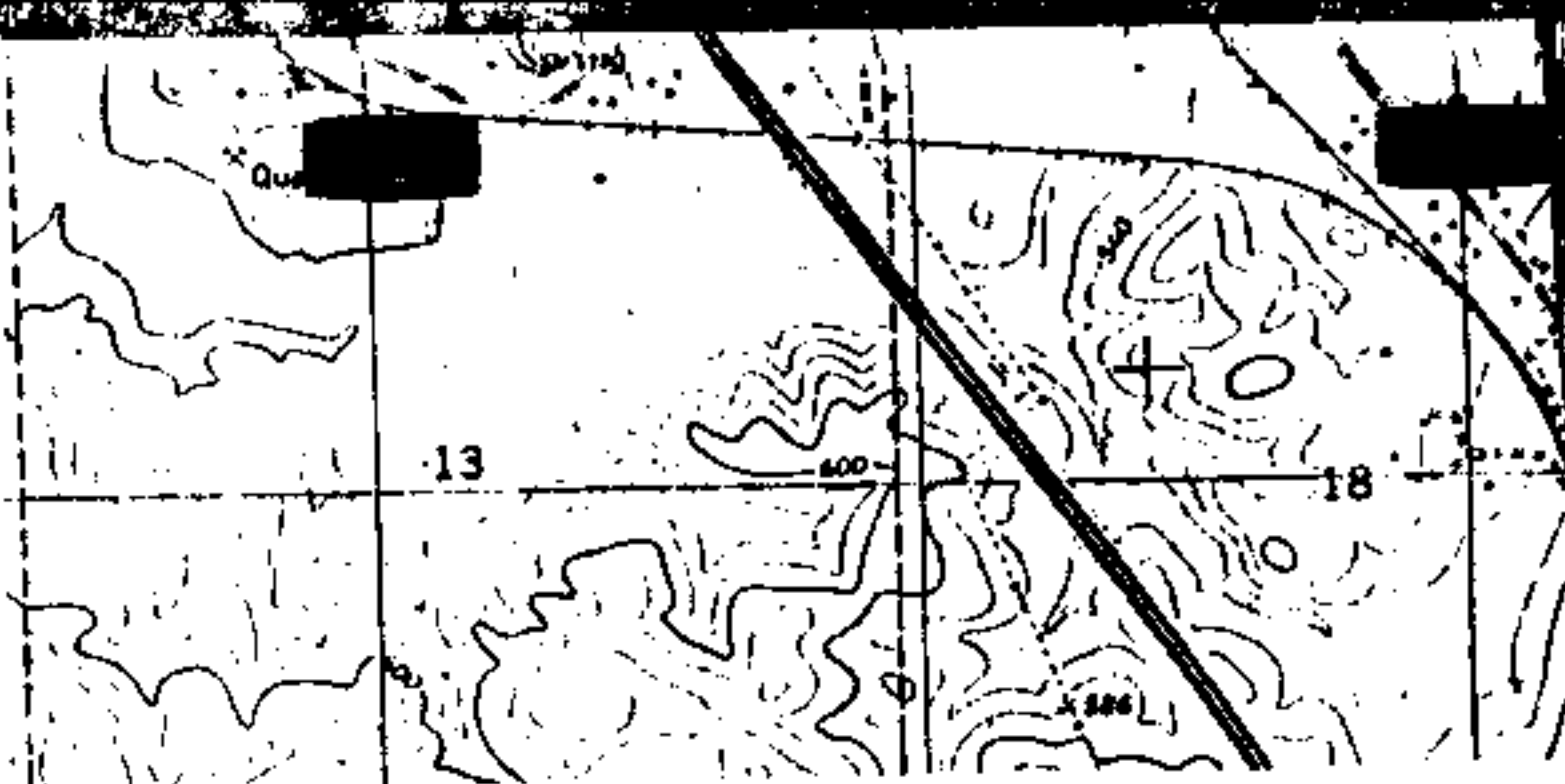
LEG

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WITH

n South 17°01'58" East
 " West for a distance of
 ance of 140. [redacted] to a
 t to a point; thence run
 nce run South 44°27'12"
 °55'59" West for a dis-
 or a distance of 114.73
 260.55 feet to a point;
 point; thence run South
 South 13°56'43" West
 9" West for a distance
 stance of 200.11 feet
 7 feet to a point; thence
 thence run South 10°52'46"
 °21'08" West for a distance
 istance of 225.80 feet to
 feet to a point; thence run
 nce run South 40°34'11"
 h the Northeast right-of-
 . Said strip of land being
 scribed survey line.



SITE LOCAT

LEGEND

- IRON PIPE
- 1' CHAIN LINK FENCE
- UTILITY POLE
- GUY WIRE ANCHOR
- E— OVERHEAD WIRE

BOOK 208 PAGE 570

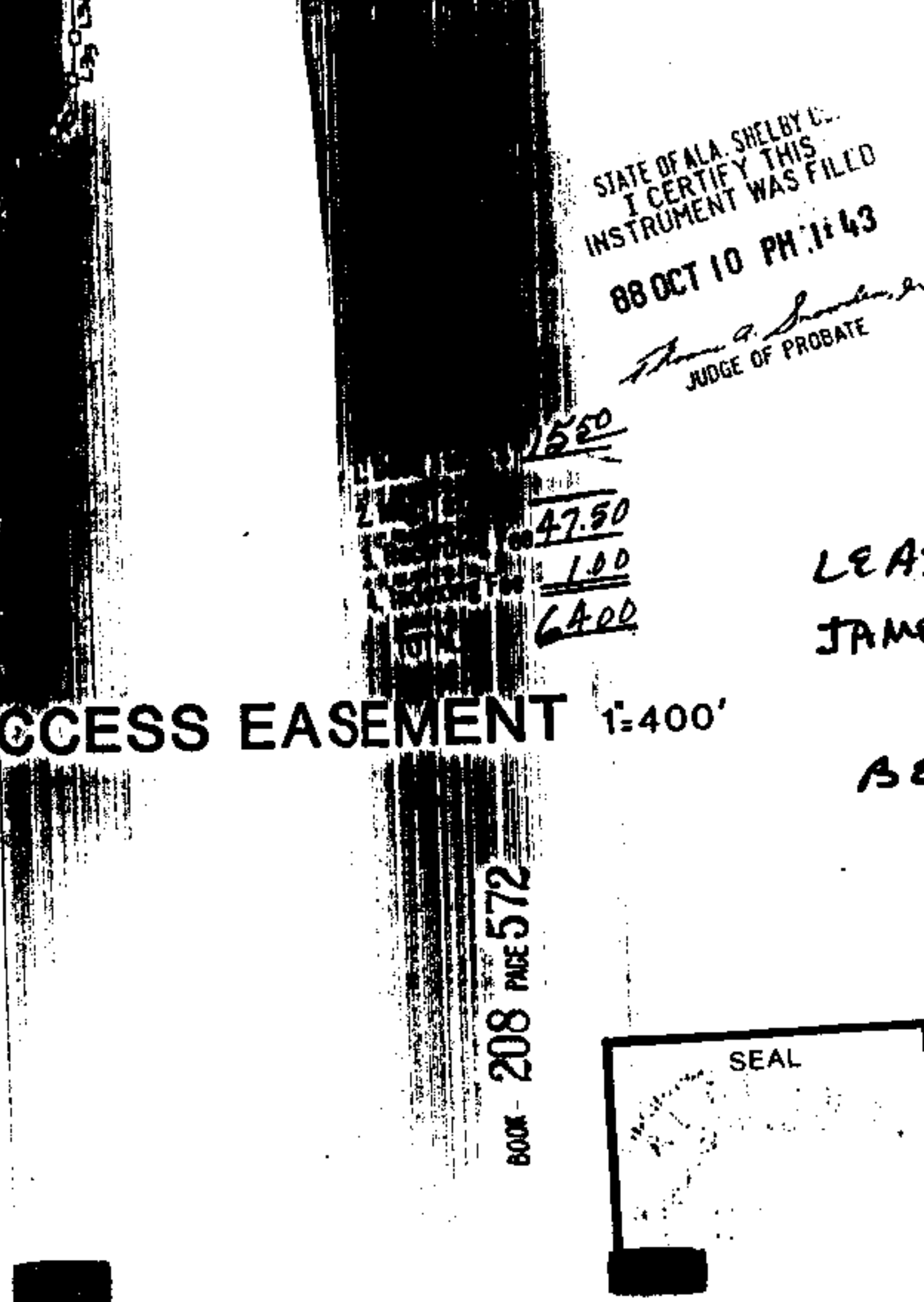
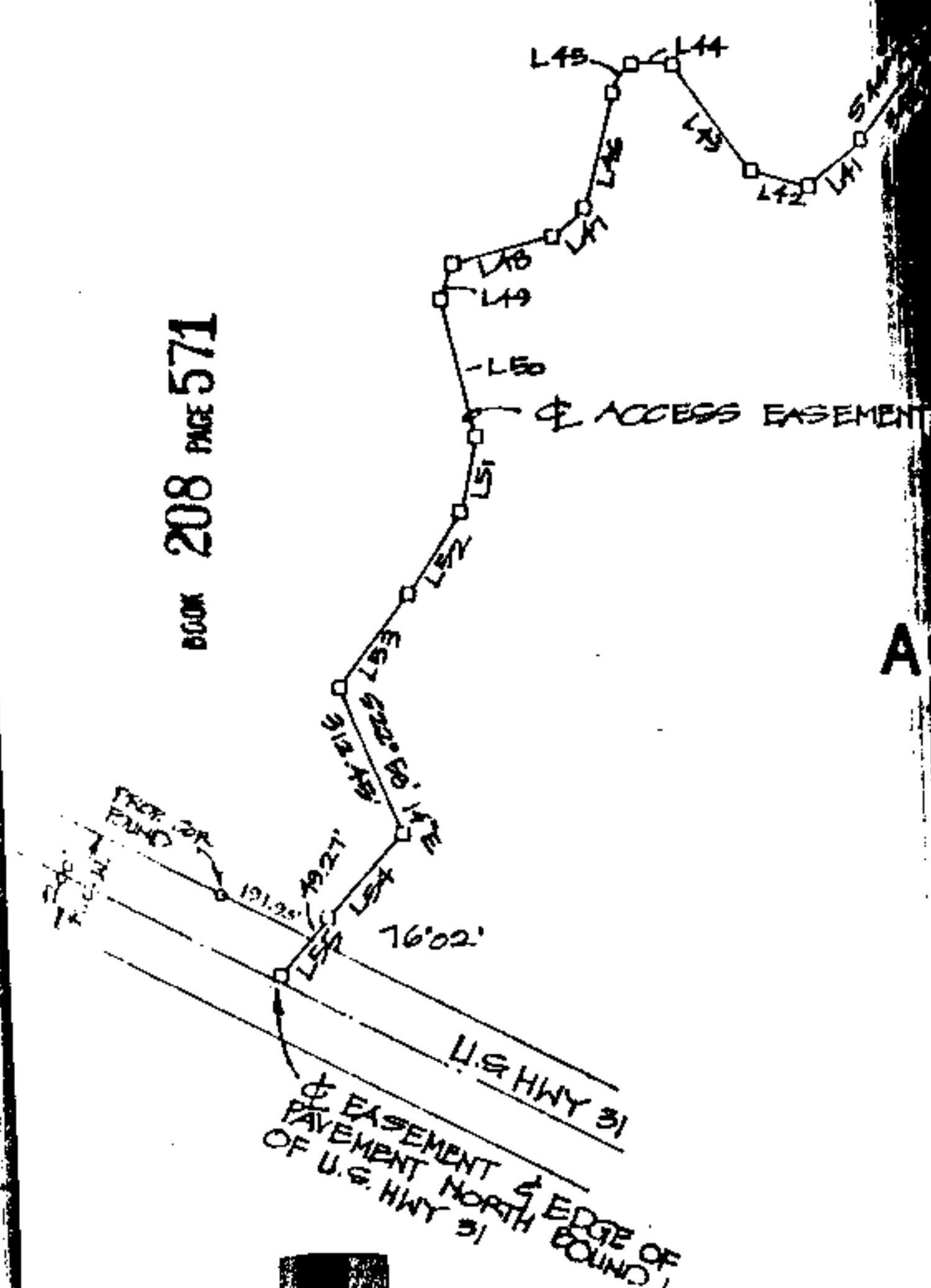
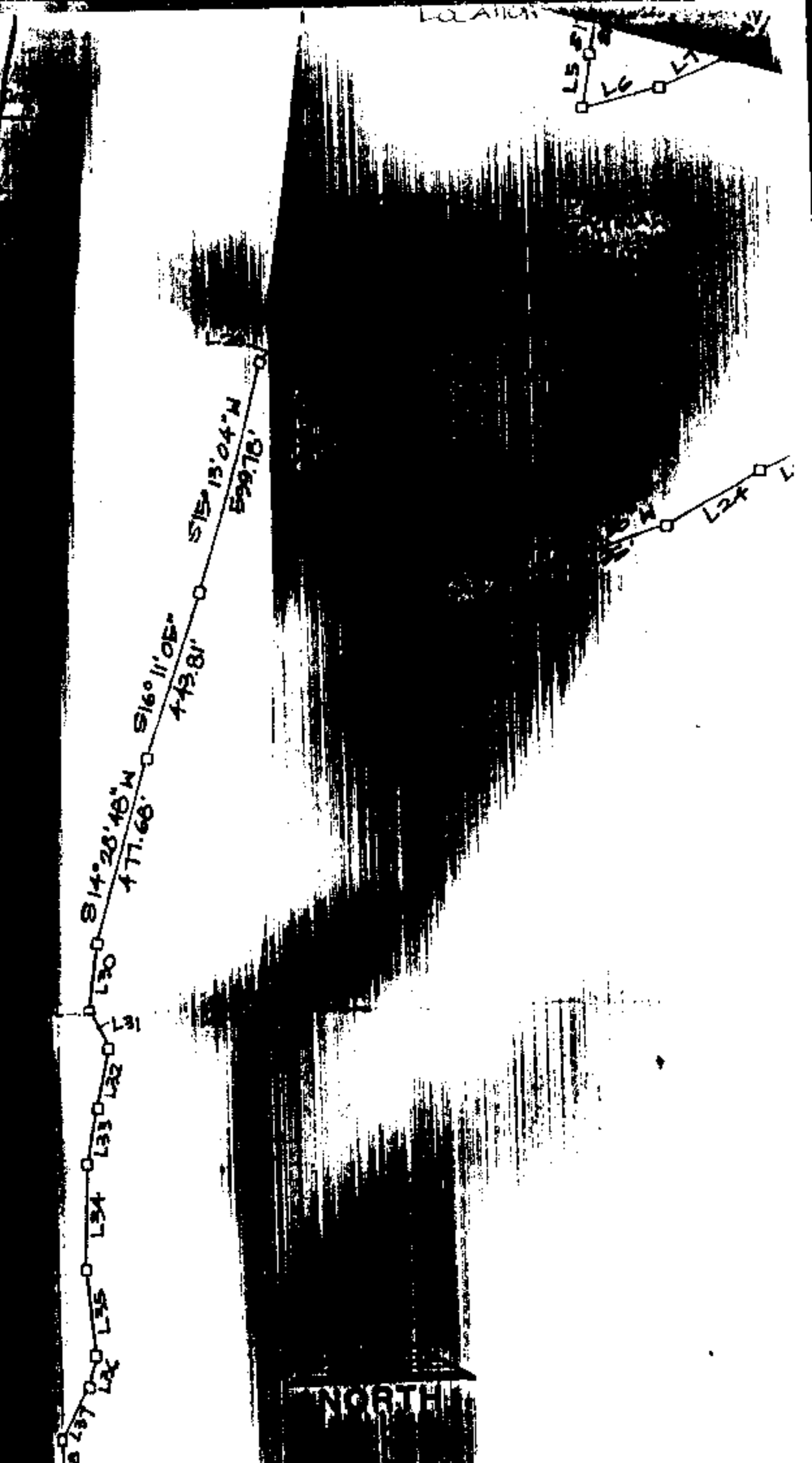
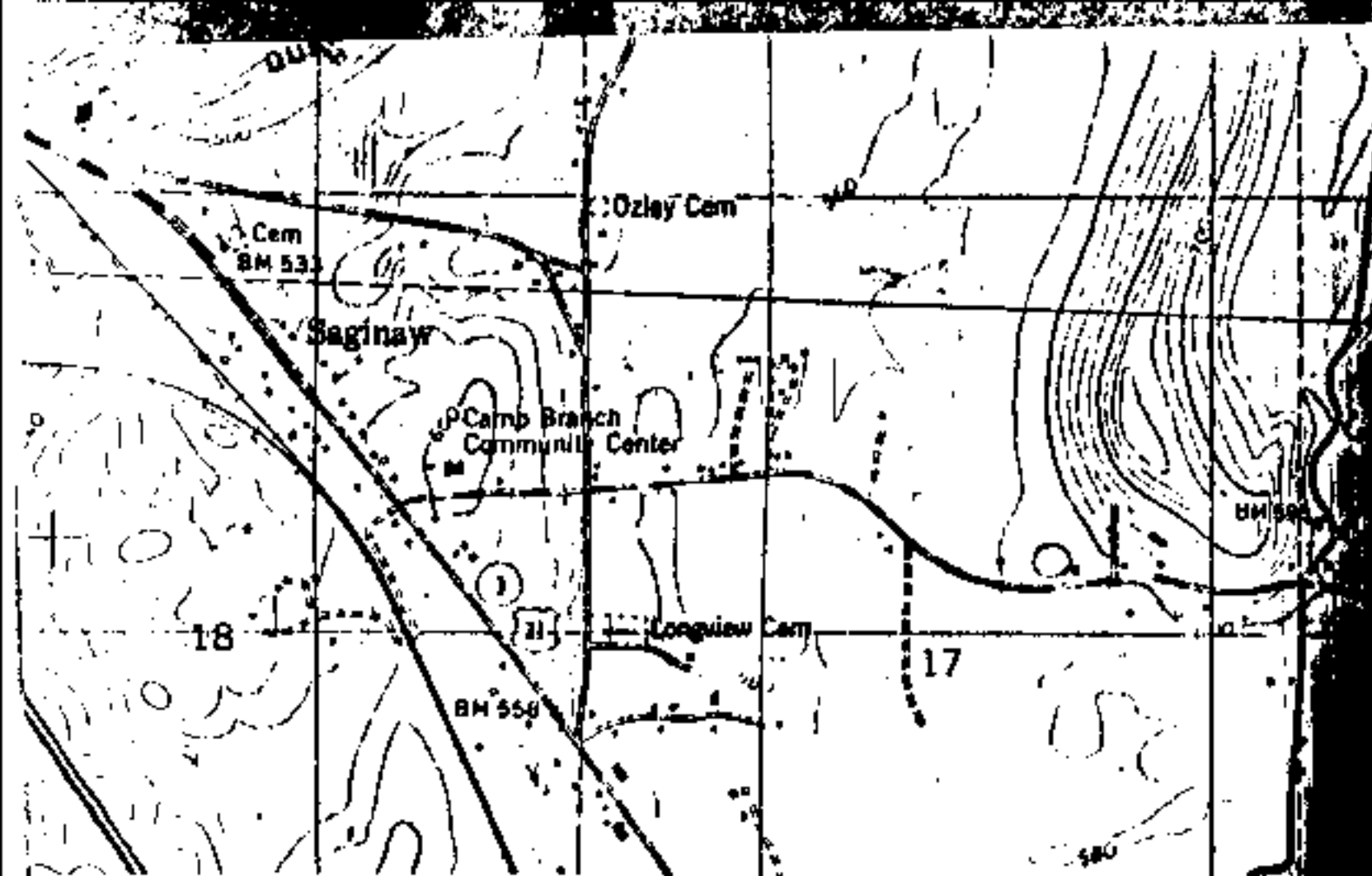
BOOK 208 PAGE 574

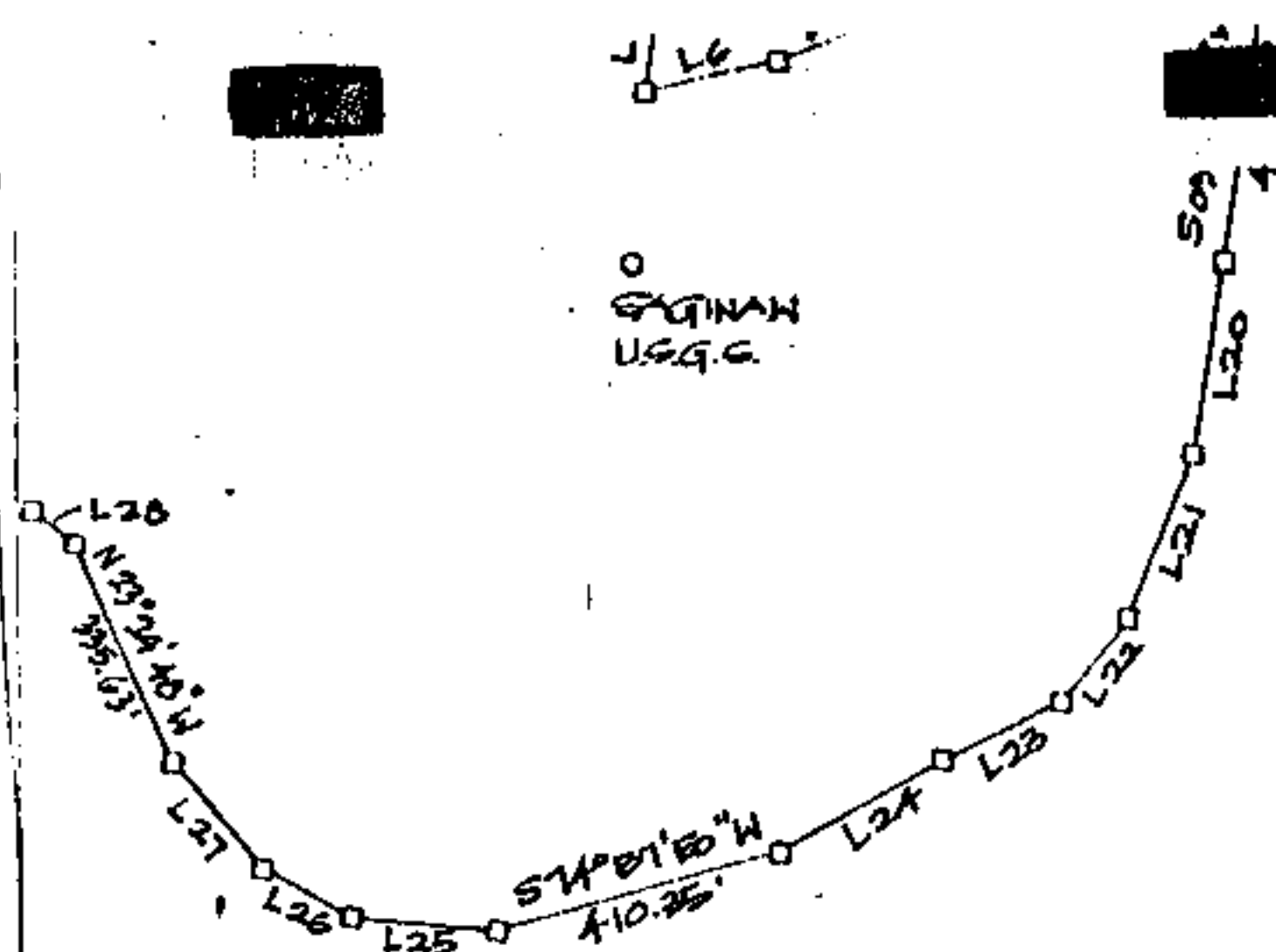
STATE OF ALABAMA }
SHELBY COUNTY }

I, Gilbert L. Sentell, a Registered Professional Engineer and Land
 Surveyor of the firm of Sentell Engineering, Inc., Tuscaloosa, Ala-
 bama, hereby certify that we have surveyed the property as shown on
 this plat, and that it is correct as shown to the best of my pro-
 fessional knowledge.

WITNESS my hand on this the 27TH day of APRIL, 1988

[Handwritten signature]





LINE	DIRECTION	DISTANCE
L1	S 89°58'43" E	49.85
L2	N 00°03'04" E	50.09
L3	N 89°58'03" E	49.89
L4	S 00°00'20" W	50.08
L5	S 08°21'27" W	138.36
L6	N 77°47'52" E	190.80
L7	N 88°21'08" E	198.54
L8	N 41°28'29" E	203.32
L9	N 05°52'18" E	117.81
L10	N 07°22'12" W	223.86
L11	N 31°33'14" E	115.90
L12	N 78°15'41" E	121.44
L13	S 84°35'17" E	205.97
L14	S 85°23'15" E	188.78
L15	S 87°18'25" E	123.20
L16	S 06°38'43" W	73.13
L17	S 83°18'32" W	98.92
L18	S 84°52'23" W	224.81
L19	S 48°46'58" W	181.58
L20	S 09°38'51" W	277.84
L21	S 22°08'20" W	252.91
L22	S 38°38'30" W	150.58
L23	S 64°32'04" W	183.50
L24	S 61°24'28" W	263.08
L25	N 84°15'44" W	206.30
L26	N 60°58'30" W	140.58
L27	N 38°23'53" W	190.44
L28	N 50°38'42" W	78.71
L29	S 55°19'07" W	80.48
L30	S 05°18'48" W	188.20
L31	S 22°49'57" E	111.49
L32	S 13°23'14" W	147.41
L33	S 12°21'12" W	141.48
L34	S 03°18'34" W	265.97
L35	S 05°24'42" E	213.38
L36	S 17°01'58" W	81.28
L37	S 33°22'47" W	150.87
L38	S 02°01'51" E	140.94
L39	S 11°17'02" W	89.00
L40	S 32°11'21" W	218.78
L41	S 48°59'59" W	137.41
L42	N 75°50'59" W	114.73
L43	N 38°54'40" W	280.55
L44	N 88°23'28" W	81.88
L45	S 34°21'48" W	87.83
L46	S 13°58'43" W	233.39
L47	S 48°57'09" W	84.87
L48	S 74°27'07" W	200.11
L49	S 17°14'48" W	70.87
L50	S 13°11'38" E	278.80
L51	S 10°52'48" W	147.17
L52	S 32°21'08" W	182.23
L53	S 35°28'39" W	225.80
L54	S 40°31'15" W	218.90
L55	S 40°34'11" W	143.44
L56	S 42°35'50" W	33.88



STATE OF ALA. SHELBY CO.
 I CERTIFY THIS
 INSTRUMENT WAS FILED
 88 OCT 10 PM 1:43
Thomas A. Henderson, Jr.
 JUDGE OF PROBATE

1. Deed Tax \$ 15.50
 2. Mtg. Tax
 3. Recording Fee 47.50
 4. Indexing Fee 1.00
 TOTAL 64.00

EXHIBIT B TO
 LEASE AGREEMENT BETWEEN
 JAMES F. & JOYCE (WILKINSON) REDFIELD
 AS LESSORS
 AND
 BELL SOUTH MOBILITY INC
 AS LESSEES
 DATED NOVEMBER 19, 1987

CEMENT 1"=400'

BOOK 208 PAGE 572

SEAL 	BellSouth Mobility	DATE 4/15/81
	SEC. 6, T21S, R4W SHELBY CO., ALABAMA	AS SHOWN
		PROPERTY JOW
		DEED BY
		APPROVED BY

BIR L-1