

901

### EASEMENT LEASE

This Agreement is made, effective of the 1st day of April, 1991, between John Lewis Cates, a married man as his separate property (Grantor), and BellSouth Mobility Inc (Grantee).

For and in consideration of an annual fee of One Dollar (\$1.00) Grantor does hereby grant to Grantee the use of \* See Below non-exclusive /

\*\* See Below

Grantee acknowledges that it has entered into an Option and Lease Agreement dated April 1, 1991, with Cates Milk Hauling, Inc. to lease certain property adjacent to Grantor's property. Grantee shall use said road as a means of ingress, egress, and utility access seven days a week, 24 hours a day from Alabama Highway 25 to that property Grantee leases adjacent to Grantor's property. \*of

This Agreement shall be for an initial term of five years beginning the date the above referenced option is exercised at a rental of One Dollars (\$1.00) to be paid in a lump sum payment on the first day of the lease term.

It is understood and agreed that Grantee's ability to use the adjoining Property, and its need for this easement, 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. Grantor shall cooperate with Grantee 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 Grantee. Grantor agrees to sign such papers as required to file applications with the appropriate authority and/or commission for the proper approval of the Property as required for the use intended by the Grantee. Grantee will perform all other acts and bear expenses associated with the approval procedure. Grantor agrees not to register any written or verbal opposition to the procedures. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to Grantee is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Grantee in its sole discretion will be unable to use the adjoining Property for its intended purposes, Grantee shall have the right to terminate this Agreement. Notice of the Grantee's exercise of its right to terminate shall be given to Grantor in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the Grantor as evidenced by the return receipt.

11/89 30' wide access road to be constructed from Route 25 across SW 1/4 of Section 18, Twp. 21 South, Range 1, East, Shelby County, Alabama.

\*\* Said easement to be more particularly described upon the completion and acceptance of access survey.

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JRR & FORMAN  
TE 3000, SOUTHTRUST TOWER  
420 NORTH 20TH STREET  
BIRMINGHAM, ALABAMA 35203

INITIALS

It is further understood that the first payment will not be due, and the initial lease term will not begin, unless and until all necessary federal, state, and local approvals are secured.

Grantee shall have the option of renewing this lease for four additional five year lease terms by giving Grantor written notice of its intention to do so at least six months prior to the end of the then current term. The rental for each additional five (5) year Lease Term shall be One Dollars (\$1.00).

It is understood that Grantee shall be responsible for the construction and maintenance of said access roadway at its sole expense.

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

This Agreement shall extend to the and bind the heirs, personal representatives, successors, assigns, or its successors in interest of the parties hereto.

It is further agreed and understood that, in the event said access road is ever dedicated and accepted for use as a public street, this Agreement shall become null and void.

It is agreed and understood that this Agreement contains all the agreements, promises, and understandings between the Grantor and Grantee and that no verbal or oral agreements, promises or understandings shall be binding upon either the Grantor or the Grantee or any dispute, controversy or proceedings at law. Any addition, verification or modification of this Agreement shall be void and ineffective unless in writing signed by the parties.

INITIALS

Signed, sealed and delivered in the presence of:

GRANTOR:

John H. Cates  
WITNESS

Jeff Cates  
WITNESS

Peggy J. Peterson  
NOTARY Commission Expires 12/29/91

John Lewis Cates  
BY: John Lewis Cates

TITLE: Owner

Signed, sealed and delivered in the presence of:

GRANTEE: BELLSOUTH MOBILITY INC.

Carol J. Smith  
WITNESS

J. Belz  
WITNESS

Carol J. Smith  
NOTARY

[Signature]  
BY:

TITLE: President

ATTESTED: Charles H. McLaughlin

TITLE: Asst. Secretary

(CORPORATE SEAL)

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said  
County in said State, hereby certify that John Lewis Cates

                     whose name is signed to the foregoing conveyance,  
and who is known to me, acknowledged before me on this day that, being  
informed of the contents of the conveyance, he/she executed the same  
voluntarily on the day the same bears date.

Given under my hand this 30th day of April, 19 91

  
Notary Public

My Commission expires 9/29/91.

STATE OF GEORGIA

COUNTY OF FULTON

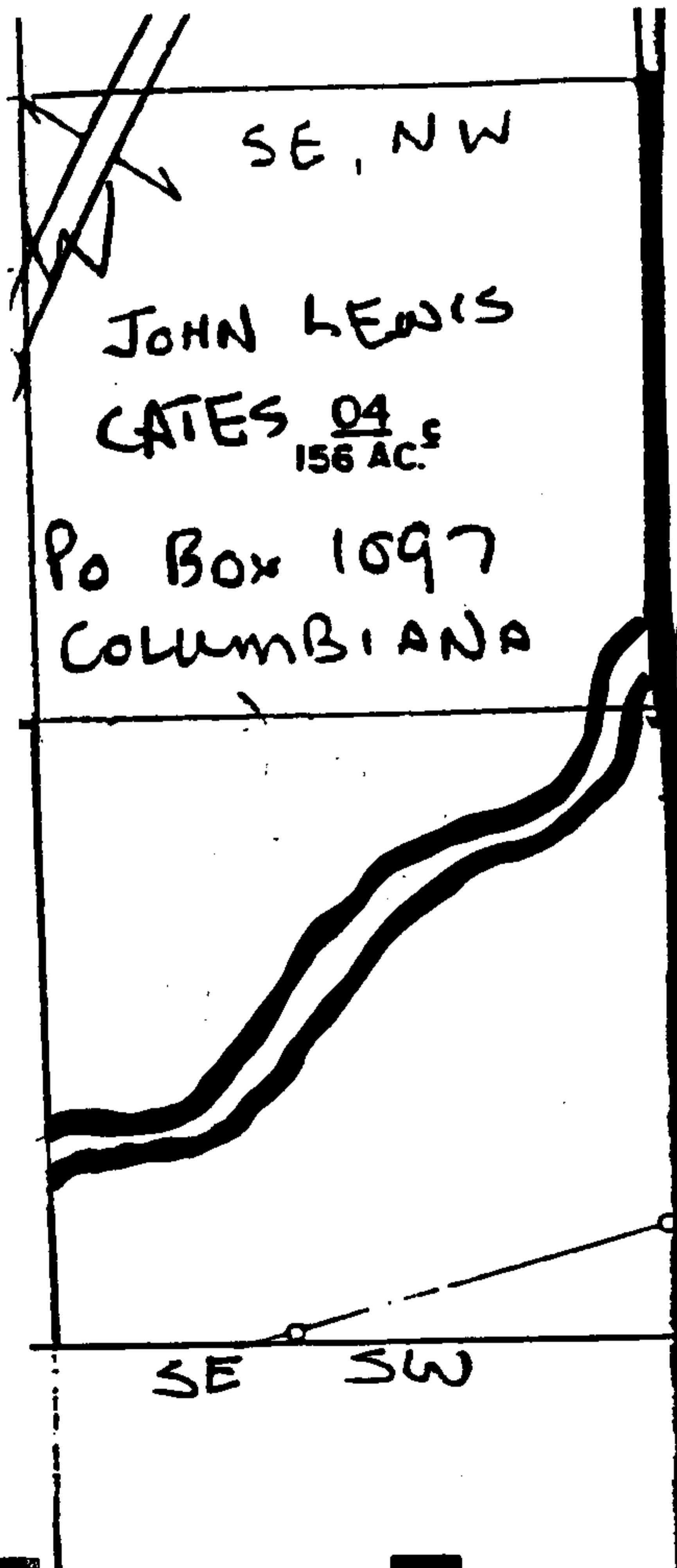
I, Cathy H. Clayton, a Notary Public in and for the State and County aforesaid, hereby certify that Odie C. Donald, personally known to me to be the Vice President - Marketing & Administration of BellSouth Mobility Inc appeared before me this day in person in the State of Georgia, County of Fulton and 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 Commission expires

Cathy H. Clayton  
Notary Public, Fulton County, Georgia  
My Commission Expires May 23, 1994

WITNESS MY HAND and notarial seal this 24<sup>th</sup> day  
of June, 1991.

Cathy H. Clayton  
Notary Public



1. Deed Tax	\$ 50
2. Mfg. Tax	\$
3. Recording Fee	\$15.00
4. Indexing Fee	\$3.00
5. No Tax Fee	\$
6. Certified Fee	\$1.00
Total	\$19.50

RECEIVED  
92 FEB 12 PM 12:30  
JUDGE OF THE  
CLERK OF THE