

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

LEASE

THIS LEASE AGREEMENT, entered into on this the 14th day of March, 1994, by and between **THE WATER WORKS AND SEWER BOARD OF THE CITY OF BIRMINGHAM**, a public corporation (the "Lessor"), and **CONTEL CELLULAR OF BIRMINGHAM, INC.** ("Lessee").

WITNESSETH

WHEREAS, Lessor owns a tract of land (the "Land"), situated in the NW 1/4 of the SE 1/4, Section 11, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

WHEREAS, on the Land Lessor maintains a water tank or stand pipe with the dimensions of a height of 81.25 feet and a diameter of 67.83 feet, commonly designated as the "Meadowbrook Tank".

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor a portion of the Land (the "Property") more particularly described as follows:

See Exhibit B attached hereto and made a part hereof.

WHEREAS, to the extent Lessor has the right to do so and during the terms of this lease agreement, Lessor desires to grant to Lessee the right of ingress and egress over the Easement.

NOW, THEREFORE, in consideration of the foregoing and based upon the consideration, mutual promises, covenants, conditions, agreements, representations and terms set forth herein, Lessor and Lessee agree as follows:

1. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Property to conduct cellular radio telephone and other telecommunications operations.
2. To the extent Lessor has the right to do so and during the term of this lease agreement, Lessor grants to Lessee the right of ingress and egress in to the Property.
3. Lessee agrees, understands and acknowledges that it shall have right of ingress and egress to the Property over the Land only over and across the path outlined in red and labeled "Ingress and Egress" on the map which is attached hereto as Exhibit C.
4. The term of this lease agreement shall begin on the first day of April, 1994, and, unless terminated prior thereto, shall end on the 31st day of March, 1999.
5. Either Lessor or Lessee shall have the right to terminate this lease agreement by giving 365 days' written notice to the other party in the manner prescribed in Section 28 hereof.
6. This lease is specifically contingent upon Lessee's ability to secure the federal, state and local permits, easements and approvals necessary for Lessee to conduct its operations and to construct a building and a self-supporting tower upon the Property, such permits and approvals including, but not limited to, all special use permits, FAA approvals, FCC construction permits, local building permits and any

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Inst # 1994-10192

applicable re-zoning or variances required. Lessor agrees to grant all telephone and power easements, including written and recorded instruments, necessary for conducting telecommunication operations by Lessee; provided that the location of such easements shall be at the sole discretion of Lessor.

7. Lessee covenants and agrees to pay to Lessor as rent for the Property during the term of this lease agreement, rent as follows:

(a) Upon the execution of this lease, Lessee shall pay to Lessor the non-refundable sum of \$2,000.00 as reimbursement to Lessor for out-of-pocket expenses incurred in connection with the preparation and negotiation of this lease agreement.

(b) Provided that a building permit to construct Lessee's tower and related structures on the Property has not been issued, commencing October 1, 1995, Lessee shall pay to Lessor monthly rent at one-half the rate required pursuant to Section 7(c) hereof.

(c) Upon the issuance of a building permit to construction Lessee's tower and related structures on the Property, Lessee shall pay to Lessor the annual rent during the term of this lease agreement with the annual rents being due as follows:

<u>Year</u>	<u>Annual Rent</u>	<u>Monthly Installment</u>
1994	\$14,040.00	\$1,170.00
1995	\$14,580.00	\$1,215.00
1996	\$15,180.00	\$1,265.00
1997	\$15,780.00	\$1,315.00
1998	\$16,440.00	\$1,370.00
1999	\$17,100.00	\$1,425.00

8. The monthly rent described in Section 7(b) shall be due and payable by Lessee to Lessor on October 1, 1995, and on the first day of each month thereafter until Lessee commences making payments of rent in the full amount as required pursuant to Section 7(c) hereof. The amount of the annual rent, and the corresponding monthly installment, required pursuant to Sections 7(b) or 7(c) shall change effective on the first day of each January this lease agreement remains in effect.

9. Notwithstanding anything to the contrary contained herein, Lessee may, at its own cost and expense, erect upon the Property those buildings and structures necessary for Lessee to conduct its proposed operations thereon. All buildings, structures and equipment erected on the Property shall be repaired and maintained by Lessee and removed at Lessee's expense upon termination of this lease agreement. Lessee shall maintain the Property in a neat and orderly manner so as not to detract from the appearance of the Land.

10. Lessee will promptly procure, maintain and comply with all permits, license requirements or other authorizations required by any rule, regulation, ordinance or law of any federal, state or local governmental unit or agency required for the use and operation of a cellular telephone business. Furthermore, Lessee shall not do any act or thing which constitutes a public or private nuisance.

11. If, because of any act or omission of Lessee, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against any portion of the Land described above, Lessee shall, at its own cost and expense, cause the same to be discharged of record within 90 days of written notice from Lessor to Lessee of the filing thereof.

12. Lessee shall keep the Property in good order and condition and shall make all repairs and shall take such other actions that may be necessary or appropriate to keep and maintain Property in good order and condition.

13. Lessee hereby agrees to indemnify and shall protect and hold Lessor harmless from and against all liabilities, losses, claims, demands, costs, expense and judgments of any nature arising from, alleged to arise from or in connection with:

(a) Any injury to, or the death of, any person or loss or damage to any of Lessor's water tank or stand pipe, valves, pipelines, electric wiring or other property, equipment or appurtenances located on or about the Land arising from or connected with the use and occupancy of the Property being rented by Lessee during the term of this lease agreement;

(b) Performance of any labor or services or the furnishing of any materials or other property in respect of the Land or any part thereof by or at the request of Lessee; or

(c) Lessee's refusal and/or failure to properly procure, maintain and comply with any provision of this lease agreement.

14. Lessor, at its option, may cancel this lease agreement and seek any remedies available under the law in the event any of the following events shall occur:

(a) Lessee shall fail to make any payment to Lessor under this lease agreement and such failure shall continue for ten days after written notice of such failure to Lessee; or

(b) Lessee shall fail to perform or comply with any other obligation hereunder and such failure shall continue for 45 days after written notice thereof or, in the event such failure cannot reasonably be cured within 45 days, Lessee shall fail to commence the cure of such failure within such 45-day period and thereafter proceed with reasonable diligence to cure such failure.

15. In further consideration, Lessee hereby agrees and understands that Lessor shall not be liable to Lessee for any losses, claims, demands, costs, expense and judgments of any nature arising from, alleged to arise from or in connection with any injury to, or the death of, any person or loss or damage to any of Lessee's property including, but not limited to, its radio tower, receiving dish and other appurtenances.

16. Lessee agrees that the appearance, safety and usefulness of Lessor's water tank or standpipe, valves, pipelines, electric wiring and other appurtenances shall not in any manner be impaired by Lessee's use and occupancy of the Property being rented from Lessor.

17. Lessor shall have the right to allow other persons, firms, partnerships, corporations or other legal entities to use and occupy any other portion of the Land described above except for the Property being leased to and by Lessee.

18. Lessor shall have the right to allow such persons, firms, partnerships, corporations or other legal entities to occupy portions of the Land other than Property irrespective of whether said use and/or occupation shall interfere in any way with Lessee's broadcast or receipt of any radio waves from the property under this lease agreement.

19. Lessee covenants and agrees that it shall position the ground rod inspection covers flush with the ground.

20. Lessee covenants and agrees that notice shall be sent to Lessor by certified mail, return receipt requested, in the event that Lessee intends to modify in any way the radio tower, receiving dish and any and all appurtenances of any kind.

21. Lessee agrees to limit its use and occupancy of the Property under this lease agreement so that said use and occupancy shall not interfere with the present uses of the Land by Lessor for water storage tanks and appurtenances thereto.

22. Lessee covenants and agrees that Lessor shall have the right of ingress and egress over the Land, including the Property, during the term of this lease agreement and that in this regard, Lessee covenants and agrees not to erect a fence or other type of barrier around the Property.

23. Lessee shall maintain with insurers authorized to do business in the State of Alabama which are well rated by any recognized national rating organization the following types of insurance:

(a) Fire insurance with respect to risk from time-to-time including under the standard extended coverage endorsement including vandalism and malicious mischief, in an amount sufficient to prevent Lessor and Lessee from becoming co-insurers of any loss, but in any event in amounts not less than the full insurable value of Lessor's property and Lessee's property as determined from time-to-time;

(b) Comprehensive general public liability insurance against claims for bodily injury, death or property damage arising out of the use or occupancy of the Land by Lessee, in a combined single limit amount of not less than \$2,000,000.00;

(c) Workman's compensation as required by any municipal, state and federal law, rule or regulation.

The policies of insurance required to be maintained by Lessee pursuant to this section shall name Lessor as an additional insured and may be carried under blanket policies maintained by Lessee if such policies comply with the provisions of this section. Promptly after commencement of this lease agreement, Lessee shall deliver to Lessor certificates of insurance evidencing all the insurance which is required to be maintained hereunder by Lessee and within 30 days prior to the expiration of any such insurance, other certificates evidencing the renewal of such insurance.

24. Lessee shall not mortgage, pledge or otherwise encumber the Land.

25. Lessee may assign this lease agreement or sublet its interest in the Property described above to any persons, firms, partnerships, corporations or other legal entity, only upon the expressed written approval and consent of Lessor.

26. Upon the expiration or early termination of this lease agreement, Lessee shall surrender the Property to Lessor in good order and condition, except for ordinary wear and tear.

27. Lessee shall remove from the Property on or prior to such expiration or early termination all of Lessee's property, radio tower, receiving dish and all other appurtenances thereto situated thereon, and shall repair any damages caused by such removal.

28. All notices demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder, shall be in writing and shall be deemed to have been given when mailed by certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Lessor: The Water Works and Sewer Board
 of the City of Birmingham
 3600 First Avenue North
 Post Office Box 8301110
 Birmingham, Alabama 35283-0110

 Attention: General Manager

If to Lessee: Contel Cellular of Birmingham, Inc.
 3100 West End Avenue
 Suite 1100
 Nashville, Tennessee 37203

29. This lease agreement may not be amended, modified or terminated, nor may any obligation hereunder be waived orally and any such amendment, modification, termination or waiver shall be ineffective for any purpose unless it is in writing, signed by the party against whom enforcement thereof is sought.

30. If any provisions of this lease agreement or any application thereof shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this lease agreement and any other application of such provisions shall not be affected thereby.

31. Subject to the provisions in Section 25 above, this lease agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of Lessor and Lessee.

32. This lease agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

33. Lessor and Lessee shall not be considered or deemed to be joint venturers or partners and neither shall have the power to bind or obligate the other except as set forth herein.

IN WITNESS WHEREOF, Lessor and Lessee have executed this lease agreement as of the date first written above.

LESSOR:

**THE WATER WORKS AND SEWER BOARD
OF THE CITY OF BIRMINGHAM**

By Horace W. Parker

Its Chairman and President

LESSEE:

CONTEL CELLULAR OF BIRMINGHAM, INC.

Byron W. Smith

Byron W. Smith
Vice President

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Horace W. Parker, whose name as Chairman and President of THE WATER WORKS AND SEWER BOARD OF THE CITY OF BIRMINGHAM, a public corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal, this 14th day of March, 1994.

[NOTARIAL SEAL]



Beverly D. Johnson
Notary Public

My Commission Expires 8-1-95

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Byron W. Smith, whose name as Vice President of CONTEL CELLULAR OF BIRMINGHAM, INC., a Washington corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal, this 14 day of March, 1994.

[NOTARIAL SEAL]


Notary Public

My Commission Expires 10/22/97

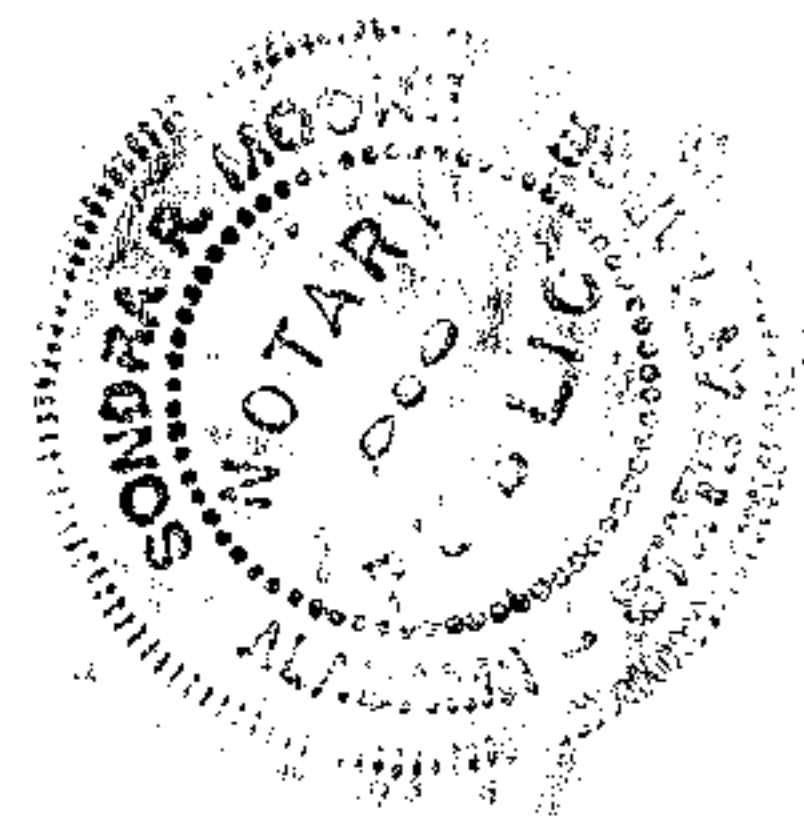


EXHIBIT A

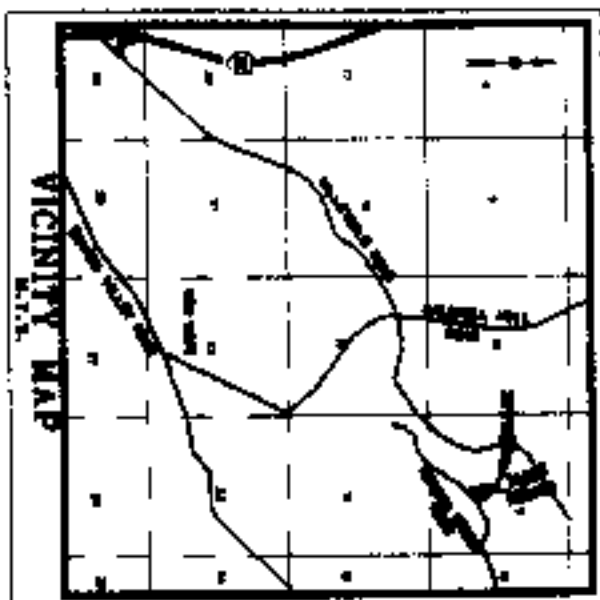
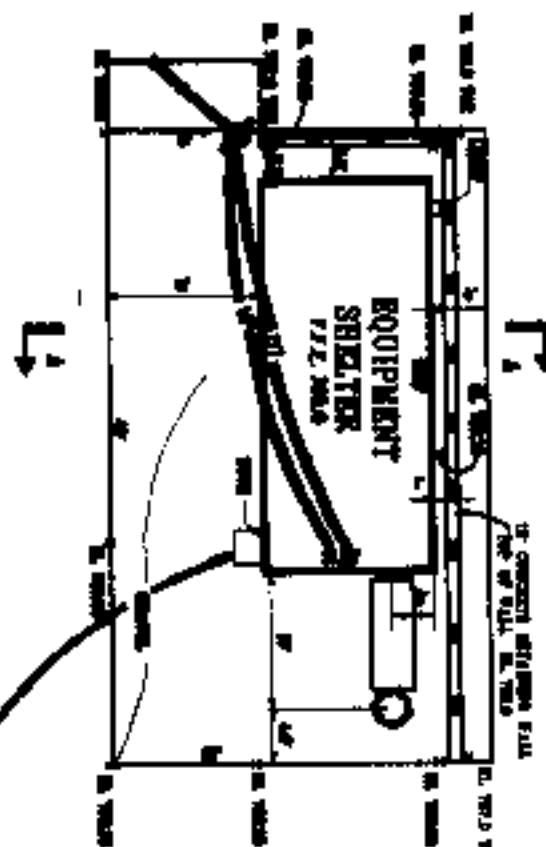
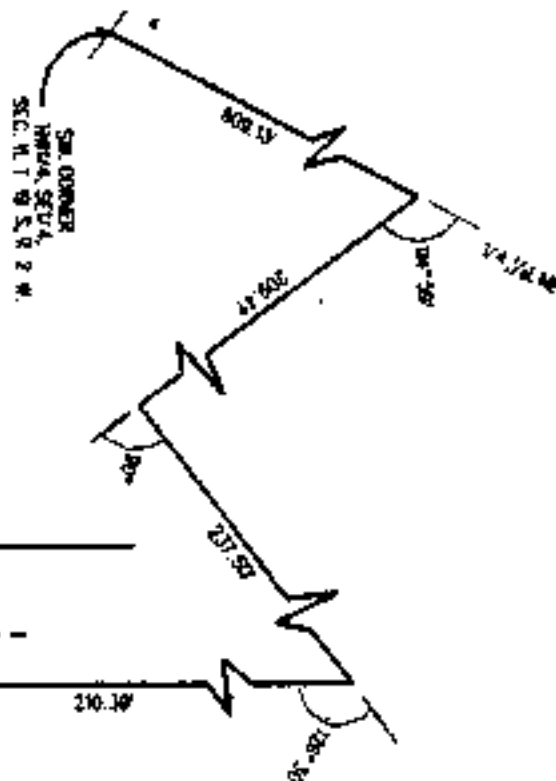
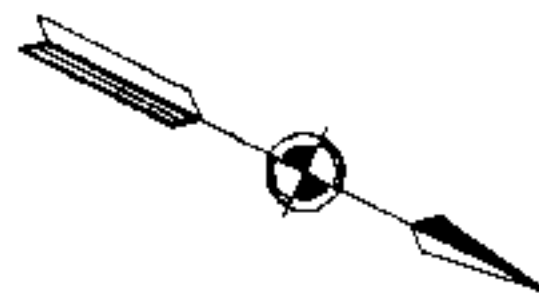
Part of the NW 1/4 of the SE 1/4, Section 11, Township 19 South, Range 2 West, Shelby County, Alabama, said part being more particularly described as follows:

From the southwest corner of said NW 1/4 of the SE 1/4, run north along the west line of said quarter-quarter section for a distance of 609.13 feet; thence turn an angle to the right of $114^{\circ}59'$ and run southeasterly for a distance of 209.41 feet; thence turn an angle to the left of 90° and run northeasterly for a distance of 212.62 feet to the point of beginning of the property herein described; thence continue northeasterly along the same course for a distance of 24.88 feet; thence turn an angle to the right of $126^{\circ}30'$ and run southeasterly for a distance of 210.39 feet; thence turn an angle to the left of 90° and run northeasterly for a distance of 140 feet; thence turn an angle to the right of 90° and run southeasterly for a distance of 280 feet; thence turn an angle to the right of 90° and run southwesterly for a distance of 160 feet; thence turn an angle to the right of 90° and run northwesterly for a distance of 475.59 feet to the point of beginning. Containing 1.12 acres.

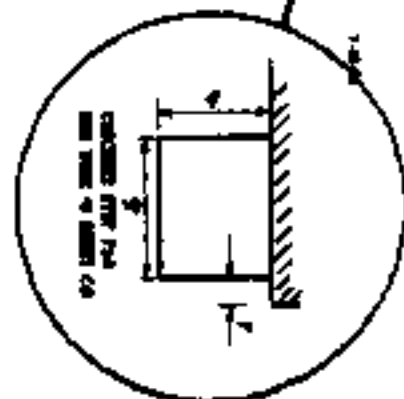
EXHIBIT B

Part of the NW 1/4 of the SE 1/4 of Section 11, Township 19 South, Range 2 West, Shelby County, Alabama, said part being particularly described as follows:

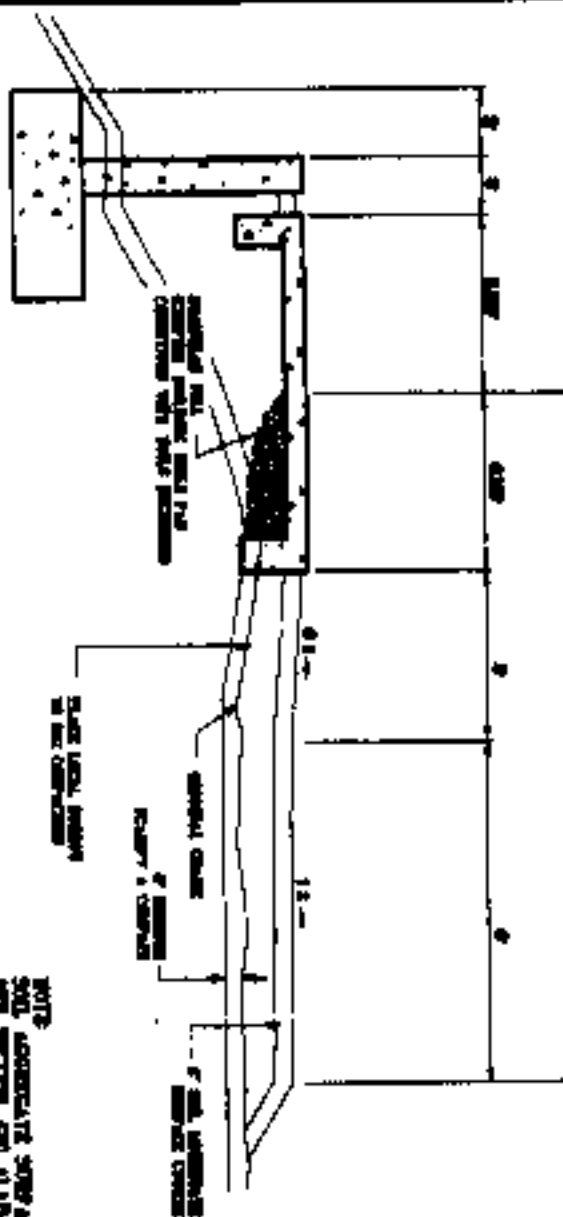
From the southwest corner of said NW 1/4 of SE 1/4, run north along the west line of said quarter-section for a distance of 609.13 feet; thence turn an angle to the right of $114^{\circ}59'$ and run southeasterly for a distance of 209.41 feet; thence turn an angle to the left of 90° and run northeasterly for a distance of 237.50 feet; thence turn an angle to the right of $126^{\circ}30'$ and run southeasterly for a distance of 210.39 feet; thence turn an angle to the left of 90° and run northeasterly for a distance of five feet to the point of beginning of the property herein described; thence continue northeasterly along the same course for a distance of 45 feet; thence turn an angle to the right of 90° and run southeasterly for a distance of 27 feet; thence turn an angle to the right of 90° and run southwesterly for a distance of 45 feet; thence turn an angle to the right of 90° and run northwesterly for a distance of 27 feet to the point of beginning.

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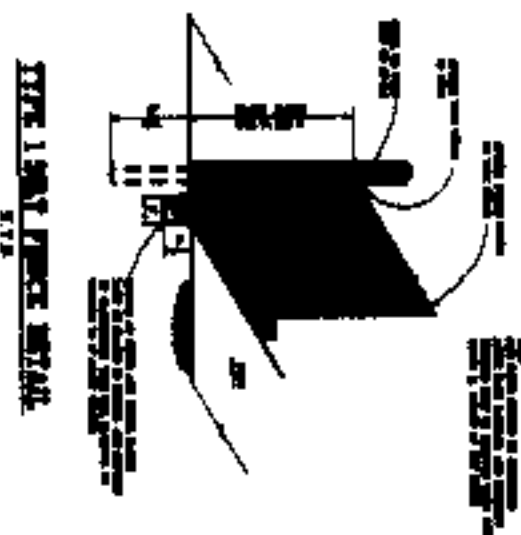
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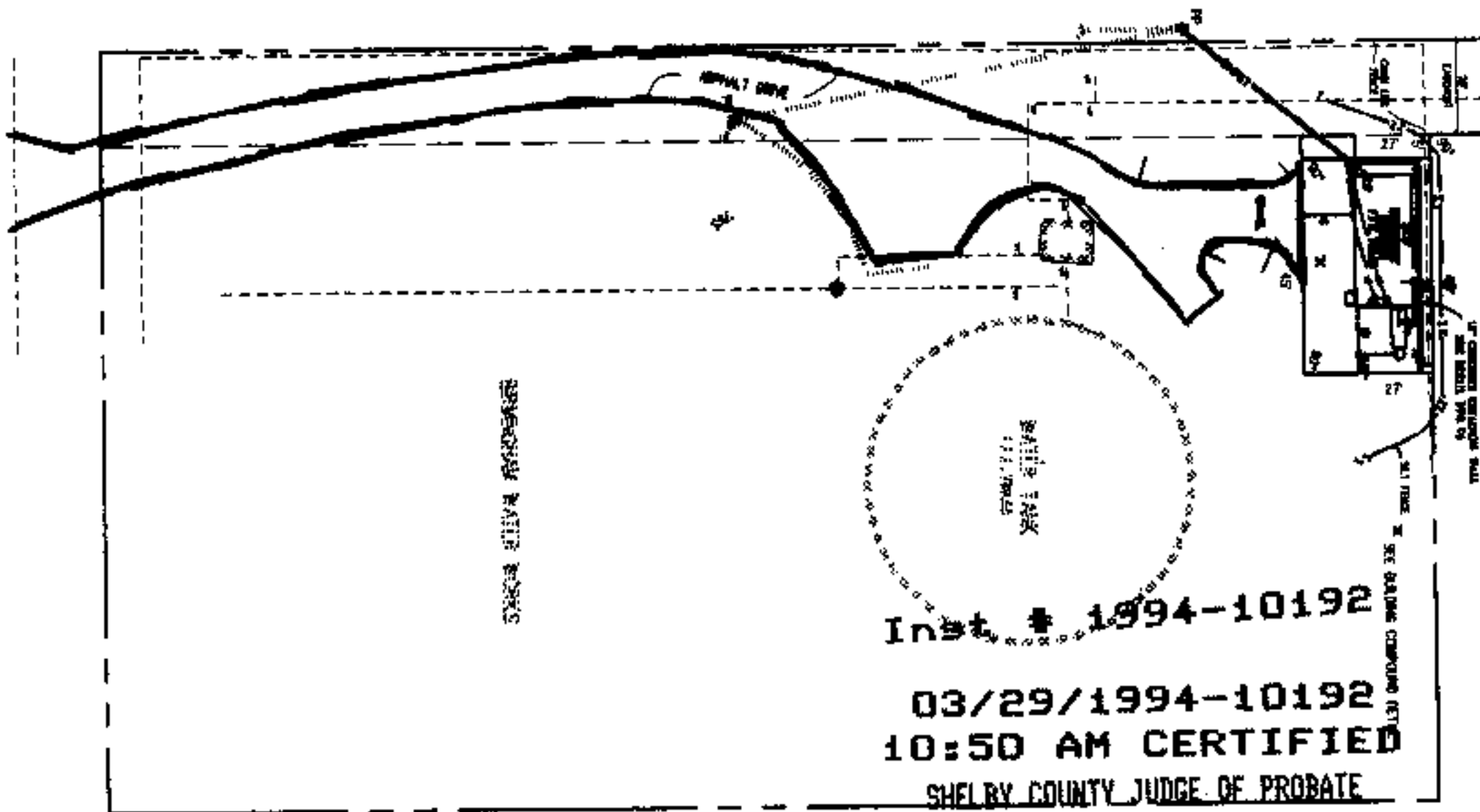
**125' MONOPOLE
COMPOUND DETAIL**

SCALES 1-10

Only
SOL. ACCOUNTING SOFTWARE COMPANIES
FOR BUSINESS AND ALUMNI
HIGHEST QUALITY STANDARDS
SPECIFICATIONS



FILE



Inst. # 1994-10192

03/29/1994-10192
10:50 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE





















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MEADOWBROOK DRIVE

NEW HOPE MOUNTAIN SITE #2
25° NADAPALE
LATITUDE 33° 37' 13" NORTH
LONGITUDE 06° 48' 08" WEST

[illegible]

LEGEND

	UTILITY POLE SYMBOL
	FIRE, UTILITY POLE
	PIPE, IRREGULAR
	WATER VALVE
	WATER METER
	TERR. PIA. PIPING
	SMALL STON.
	10' DIA. POLE
	FRAME
	EXIST. OVERHEAD POWER
	PROP. UNDERGROUND POWER
	PROP. OVERHEAD POWER
	TELEPHONE
	EXIST. OVERHEAD TELEPHONE
	PROP. UNDERGROUND TELE.
	PROP. OVERHEAD TELE.
	PROP. PAYMENT
	PROTECTIVE LINE
	WALL
	1' GRID STANDARD

AIRMAIL, RETURNED
 ADDRESS
 10000 100th Ave
 Golden, Colorado 80401
 303-440-8800
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Sale Associates, Inc./Consulting Engineers/Surveyors
Phone (202) 542-4262, FAX (202) 542-4262
2400 24th Street, N.W., Washington, D.C. 20037

SITE PLAN
 CONTROL TOWER SITE #AL 468
 NEW HOPE MOUNTAIN SITE #1
 SECTION 11, TWP 19 S, RANGE 2 W
 HUNTER COUNTY, ALABAMA

C2-R0

DATE BY	DATE BY	DATE BY
W.A.L.	T.JT.	93-077
DATE	DATE	DATE
	3 MARCH 94	

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