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SCA

This instrument was prepared by:  
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Atlanta, Georgia 30308-2216

And after recording should be returned to:  
Tracey Gerges  
Holland & Knight LLP  
400 North Ashley Drive, 20th Floor  
Tampa, Florida 33602

Gen. Services Complex  
A9150

### SHORT FORM MEMORANDUM OF LEASE

This Short Form Memorandum of Lease evidences a Lease Agreement ("Lease") between Alabama Power Company, with offices at 600 North 18<sup>th</sup> Street, Birmingham, Alabama 35203 ("Landlord"), and Pinnacle Towers Inc., with offices at 1549 Ringling Boulevard - Third Floor, Sarasota Florida 34236 ("Tenant"), dated March 4, 1998, of premises described on Exhibit "A" attached hereto and by reference made a part hereof (the "Premises").

Landlord ratifies, restates and confirms the Lease and acknowledges that Landlord did lease to Tenant and Tenant did lease from Landlord the Premises, subject to the terms and conditions of the Lease. The Premises include (to the extent described on Exhibit "A" hereto) certain benefiting appurtenant easements. The Lease commenced upon March 4, 1998 and provides for the lease by the Landlord to Tenant of the Premises for an initial term of twenty (20) years with Tenant having two (2) options to renew the term for five (5) years each. Such Lease further provides as follows:

1. The Premises may be used for the operation, maintenance, repair and reconstruction at the Premises of the existing communications tower (such tower being more particularly described on Schedule "1" of the Lease and by reference made a part hereof). Tenant is not entitled to install any facilities of any nature on any other property of Landlord or its affiliates. Tenant is entitled to install equipment buildings, transmitters, receivers, antennas, conduit, waveguides, and communications lines, wire and cable on the Premises. Tenant is not entitled to install or construct any additional tower on the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

2. The provisions set forth in the Lease are hereby incorporated into this Short Form Memorandum of Lease as if set out in full herein. Nothing contained herein is intended to or does change or modify any of the terms or provisions of the Lease or the rights, duties, obligations, conditions and agreements created thereby, all of which remain in full force and effect. In the event

04/08/1998-12493  
09:33 AM CERTIFIED  
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Executed as of March 4, 1998.

LANDLORD:

ALABAMA POWER COMPANY

WITNESS

Beverly H. Jones  
(Name) Beverly H. Jones

By: Susan N. Story  
Susan N. Story  
Title: Vice President

Attest: Patsy B. Sutherland  
Print Name: PATSY B. SUTHERLAND  
Title: ASST. SECRETARY

(CORPORATE SEAL)

LANDLORD ACKNOWLEDGMENT:

STATE OF Alabama

COUNTY OF Jefferson

I, Marilyn Gayne, a Notary Public in and for said County in said State, hereby certify that Susan N. Story, whose name as Vice President of Alabama Power Company, an Alabama 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 instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 3rd day of March, 1998.

Marilyn Gayne  
Notary Public

My commission expires: 8/26/2001

[Signatures Continued On Next Page]

[Signatures Continued From Previous Page]

WITNESS

[Signature]  
(Name) Robert P. Williams II

TENANT:

PINNACLE TOWERS INC., a Delaware corporation

By: [Signature]  
Print Name: Robert J. Wolsey  
Title: President

Attest: [Signature]  
Print Name: James K. Bokish  
Title: Assistant Secretary

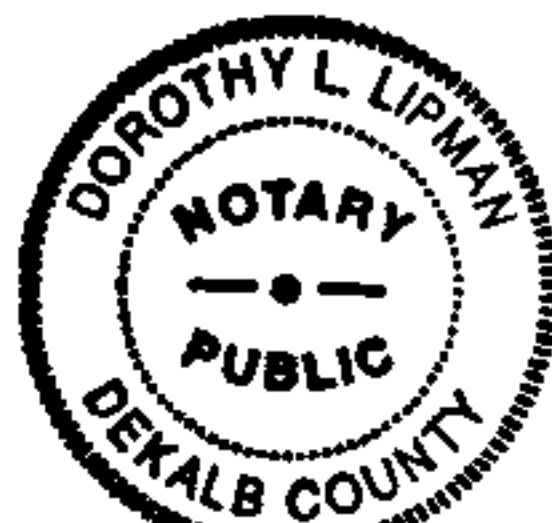
(CORPORATE SEAL)

TENANT ACKNOWLEDGMENT:

STATE OF Georgia  
COUNTY OF Fulton

I, Dorothy L. Lipman, a Notary Public in and for said County in said State, hereby certify that Robert J. Wolsey, whose name as President of Pinnacle Towers Inc., a Delaware 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 instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 4<sup>th</sup> day of March 1998.



[Signature]  
Notary Public

My commission expires: \_\_\_\_\_

0219097.05

Alabama - Restricted

My Commission Expires  
May 5, 2001.

Acknowledgment of Transfer

The undersigned Southern Communications Services, Inc., a Delaware corporation ("SoComm"), hereby joins in the execution of the foregoing Short Form Memorandum of Lease for the purpose of acknowledging that SoComm simultaneously herewith has granted, bargained, sold, transferred, set over and delivered unto Pinnacle Towers Inc. ("Tenant") Tenant's successors and assigns, all of SoComm's right, title and interest in and to those structures (including the tower), equipment and other personalty (collectively, the "Personalty") identified on Exhibit "B" attached to that certain Bill of Sale of even date herewith and by reference made a part hereof and located on the Premises more particularly described on Exhibit "A" attached hereto and by reference made a part hereof

IN WITNESS WHEREOF, SoComm has caused the foregoing Acknowledgment of Transfer to be executed and its corporate seal to be affixed hereunto by its duly authorized officers as of this 4th day of March, 1998.

WITNESS

[Signature]  
(Print Name) Robert P. Williams II

SOUTHERN COMMUNICATIONS  
SERVICES, INC.

By:

[Signature]  
R. Craig Elder  
Vice President and Treasurer

Attest:

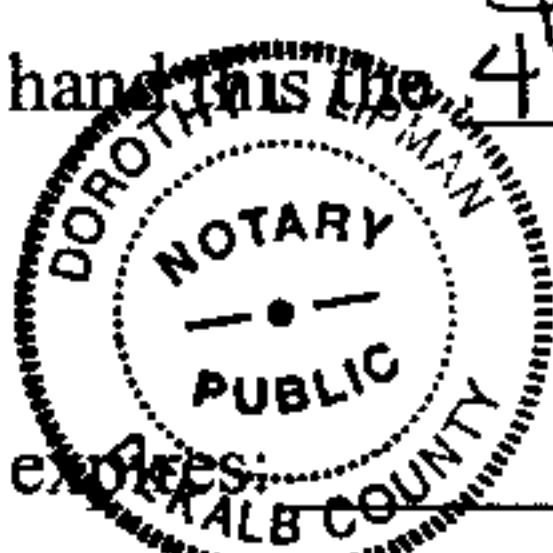
[Signature]  
Print Name Sam H. Dabbs, Jr.  
Title: ASSISTANT SECRETARY

(CORPORATE SEAL)

STATE OF Georgia  
COUNTY OF Fulton

I, Dorothy L. Lipman, a Notary Public in and for said County in said State, hereby certify that R. Craig Elder, whose name as Vice President and Treasurer of Southern Communications Services, Inc., a Delaware 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 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 this 4th day of March 1998.



My commission expires: \_\_\_\_\_

[Signature]  
Notary Public



# LEGAL DESCRIPTION

## *Legal Description*

*A tract of land being a portion of land as shown on the Alabama Power Company General Service Complex plat as recorded in Map Book 8, at page 70 in the Probate Office of Shelby County, Alabama and being situated in the Southeast quarter of Section 29, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:*

*Commencing at the Southeast corner of Section 29, Township 21 South, Range 2 West, Shelby County, Alabama; thence N 88°10'58" W for 500.00 feet; thence N 00°09'41" W for 172.66 feet; thence S 89°50'19" W for 545.18 feet to the Point of Beginning; thence N 18°00'48" W for 75.00 feet; thence N 71°59'12" E for 35.00 feet; thence S 18°00'48" E for 75.00 feet; thence S 71°59'12" W for 35.00 feet to the Point of Beginning.*

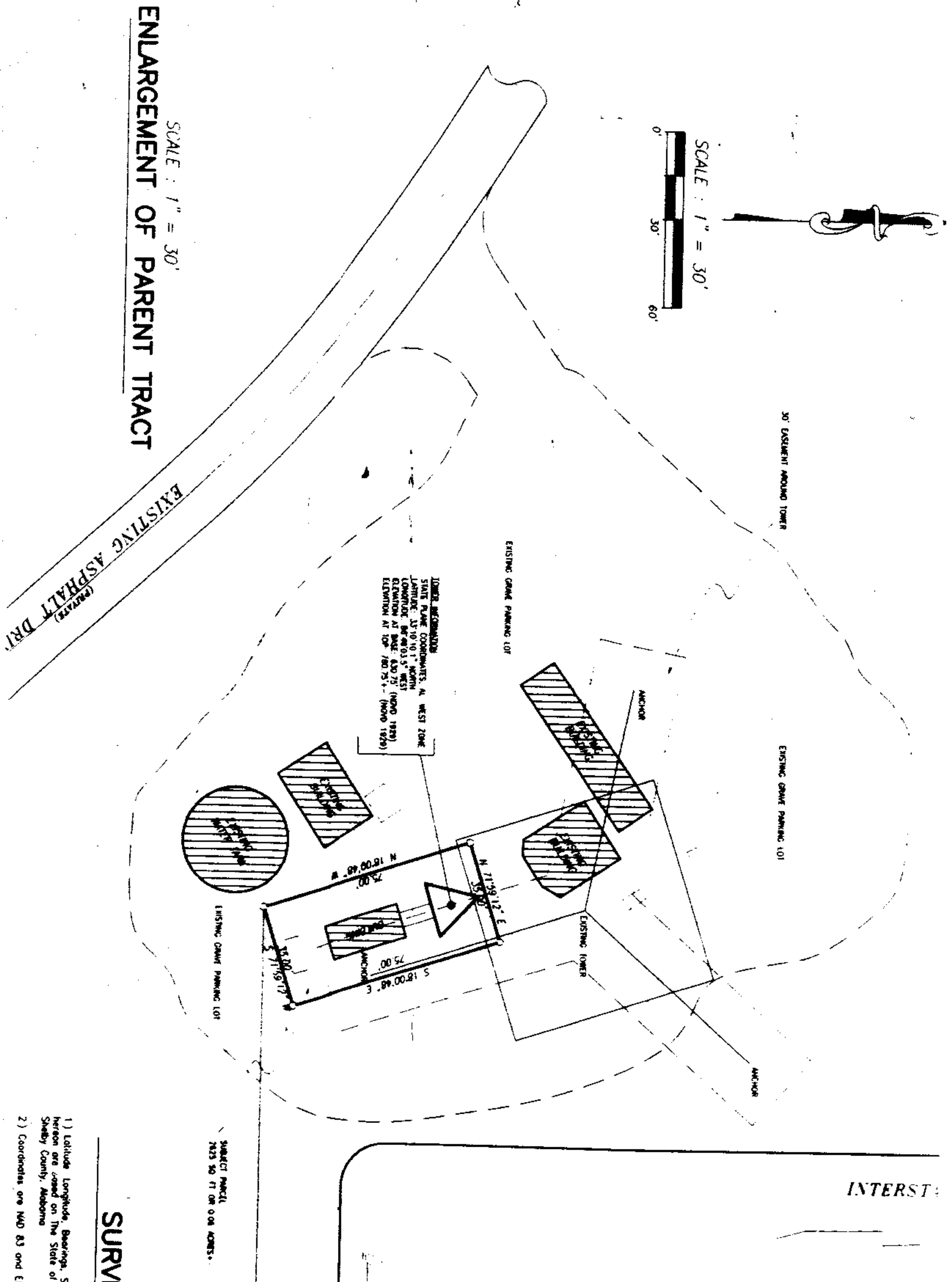
*Said Parcel contains 2625 sq. ft. or 0.06 acres more or less.*

*General Services  
Complex*

EXHIBIT "A" (cont'd)

TOGETHER WITH solely for and during the Term of the Lease (subject in all respects to the terms and conditions of the Lease), the "Guy Easement" (as that term is hereinafter defined), if the tower located on the Tract is a guyed tower, and the "Access Easement" (as that term is hereinafter defined). The Access Easement and Guy Easement shall terminate and end upon the expiration or termination of the Term of the Lease. "Access Easement" shall mean with respect to the Premises a non-exclusive easement between the Tract which constitutes a portion of the Premises and a public right of way for uninterrupted (subject to the terms and conditions of the Lease) pedestrian and vehicular access, ingress and egress in favor of the Premises at such locations as are from time to time designated by Landlord (by written notice to Tenant) upon, through, over and across the driveways, parking areas and accessways located from time to time on the property and easements of Landlord, its successors and assigns (collectively, the "Landlord Property") adjoining the Tract which constitutes a portion of the Premises; provided, however that the Access Easement shall at all times (regardless of the existence of driveways, parking areas or accessways, and regardless of the failure of Landlord to designate the location thereof by written notice to Tenant) provide access over a strip of the Landlord Property a minimum of 20 feet in width from a public right of way to the Tract. "Guy Easement" shall mean with respect to the Premises a non-exclusive easement in favor of the Premises upon, through, over and across those areas, if any, designated "Guy Easement Areas" and cross-hatched on the reduced copy of the plat of the Tract which constitutes a portion of the Premises, if any, attached hereto as Exhibit "A-1" and by reference made a part hereof, for the operation, repair, maintenance, reinstallation, upgrading, and replacement of the existing guy wires and anchors, if any, located within the Guy Easement Areas as of the date of the Lease (together with the installation, operation, repair, maintenance, reinstallation, upgrading, and replacement of the additional guy wires and anchors appurtenant to any additional tower, if any, at the Premises approved by Landlord pursuant to Subsection 1.A. of the Lease), together with the right of access, ingress and egress over and across the Guy Easement Areas in connection with such operation, repair, maintenance, reinstallation, upgrading, and replacement (and, if applicable, installation). Landlord expressly reserves the rights to place roads, parking areas and other improvements (including without limitation buildings) upon the property affected by the Access Easement [provided only that the Access Easement shall at all times provide unobstructed (subject to the terms and conditions of Subsection 1.D of the Lease) access over a strip of the Landlord Property a minimum of 20 feet in width from a public right of way to the Tract], and to make any use of the Landlord Property [provided only that the Access Easement shall at all times provide unobstructed (subject to the terms and conditions of Subsection 1.D of the Lease) access over a strip of the Landlord Property a minimum of 20 feet in width from a public right of way to the Tract]. Landlord expressly reserves the rights to operate, repair, maintain, reinstall, upgrade, and replace Landlord's guy wires, anchors, towers and other equipment located in whole or in part in the Guy Easement Areas, including without limitation the right of pedestrian and vehicular access (including but not limited to cranes) to such guy wires, anchors, towers and other equipment, and to make any use of the Guy Easement Areas not inconsistent with the Guy Easement.

Exhibit "A-1"



# SURV

1) Latitude Longitude, Beerings, S  
hereon are used on The State of  
Shelby County, Alabama

**Exhibit "B"**  
**Permitted Exceptions**

**Gen. Services Complex A9150 (R)**

1. Taxes for the year 1998 and subsequent years, not yet due and payable.
2. Any and all matters which would be revealed by a current and accurate survey.
3. Indenture dated as of January 1, 1942, between Alabama Power Company and The Chase Manhattan Bank, as successor trustee, as supplemented by various supplemental indentures from time to time.

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