

THIS INSTRUMENT PREPARED BY:

Allan L. Morton  
Senior Staff Attorney  
Southern Company Services, Inc.  
600 North 18th Street  
Birmingham, Alabama 35203

STATE OF ALABAMA )

SHELBY COUNTY )

Site Name: Columbiana

Site Number: A-9133

**MEMORANDUM OF LEASE**

This **Memorandum of Lease** ("Memorandum") is executed and entered into effective as of January 12, 1998, by and between John L. Cates and wife, Jackie H. Cates (hereinafter referred to as "Landlord," whether one or more) and Southern Communications Services, Inc. (hereinafter referred to as "Tenant").

**RECITALS:**

Landlord and Tenant are parties to that certain Land Option and Lease Agreement dated on or about November 1, 1996 (the "Agreement") pursuant to which Landlord granted to Tenant the right and option to lease certain real property located in Shelby County, Alabama, together with related easements (the "Land"). The Agreement provides that upon notice to Landlord by Tenant, the parties shall have entered into a lease agreement upon the terms and conditions set forth therein. Tenant has heretofore given to Landlord such notice of the exercise of such option, and the parties have heretofore entered into such lease agreement (the "Lease").

The parties hereto now desire to reaffirm and ratify the Lease, confirm the expiration date and certain other terms of the Lease, and place third parties on notice of same.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein and in the Lease, Landlord and Tenant hereby acknowledge and agree as follows:

\$103.50  
SCA

Inst # 1998-12495

04/08/1998-12495  
09:33 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
103.50  
007 MEL

1. With respect to the remainder of the Initial Term and each Extension Term (each as hereafter defined), Landlord and Tenant agree that the Lease is hereby ratified and restated in its entirety, and Landlord hereby leases to Tenant the Land and grants to Tenant the other rights of the Tenant under the Lease, and Tenant hereby agrees to pay and perform the obligations of the Tenant under the Lease.

2. Landlord and Tenant acknowledge and agree that the Lease contains the following terms, among others:

- 2.1 The name of the Landlord is as set forth above.
- 2.2 The name of the Tenant is Southern Communications Services, Inc.
- 2.3 The initial term ("Initial Term") of the Lease shall expire on or about March 26, 2007.
- 2.4 The Lease grants to the Tenant the option to extend the Lease for three (3) additional periods of five (5) years each (each an "Extension Term"). If at the end of the last Extension Term, the Lease has not been terminated by either party, the Lease shall continue in force for a further term of one (1) year, and for annual terms thereafter until terminated by either party.
- 2.5 The approximate locations of the leasehold and easements are identified in Exhibit A of the Lease. The Lease contains a provision which provides that subsequent to execution of the Lease, a more definitive survey would be prepared and agreed to by the parties and said survey shall be designated as Exhibit B of the Lease and shall be the controlling survey in the event of any discrepancy between Exhibit A and Exhibit B.
- 2.6 The description of the Land leased to the Tenant under the Lease is set forth on Exhibit B, which is the controlling survey and is attached to and made a part of this Memorandum.
  - 2.6.1 In addition to the lease of the Land, the Lease grants to the Tenant a nonexclusive right for pedestrian and vehicular ingress and egress and for the installation and maintenance of all utility facilities.

2.7 The Lease may be assigned or transferred at any time to any present or future affiliate of Tenant. Upon such assignment, Tenant shall be released of all obligations under the Lease.

2.8 If Landlord receives a bona fide offer from a third party for the purchase of any portion of the Land which Landlord proposes to accept, Tenant has a right of first refusal subject to the conditions set forth in Paragraph 12 of the Lease. Any sale of all or part of the Land shall be under and subject to the Lease.

3. This Memorandum supplements and amends the Lease only to the extent expressly set forth herein and the remaining terms and provisions of the Lease are and shall remain in full force and effect and unmodified hereby.

\*\*\* SIGNATURES APPEAR ON THE FOLLOWING PAGE \*\*\*

\*\*\* THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK \*\*\*

IN WITNESS WHEREOF, Landlord and Tenant have hereunto caused this Memorandum to be executed effective as of the date first written above.

Witness

Steven R. Drough

Connie Parks

Witness:

London

**LANDLORD:**

Signature: John L. Cates

Name: John L. Cates  
(typed or printed)

Signature: Jackie H. Cates

Name: Jackie H. Cates  
(typed or printed)

**TENANT:**

**SOUTHERN COMMUNICATIONS  
SERVICES, INC.**

By: Michael F. Robinson  
(signature)

Name: MICHAEL F. ROBINSON  
(typed or printed)

Its: DIRECTOR - ENGINEERING  
(title)

STATE OF Alabama

COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **John L. Cates**, whose name 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 executed the same voluntarily.

Given under my hand this the 5<sup>th</sup> day of Feb, 1998.

Connie Pate

Notary Public

[NOTARIAL SEAL]

My commission expires: MY COMMISSION EXPIRES OCT. 25, 1998

STATE OF Alabama

COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Jackie H. Cates**, whose name 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, she executed the same voluntarily.

Given under my hand this the 5<sup>th</sup> day of Feb, 1998.

Connie Pate

Notary Public

[NOTARIAL SEAL]

My commission expires: MY COMMISSION EXPIRES OCT. 25, 1998

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, JOSEPH LITTLE COKER a Notary Public in and for said County in said State, hereby certify that MICHAEL F. ROBINSON, whose name as DIRECTOR-ENGINEERING of **Southern Communications Services, Inc.**, a 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 the 6<sup>TH</sup> day of FEBRUARY, 1998.

[NOTARIAL SEAL]

Joseph Little Coker  
Notary Public  
My commission expires: 7/27/2000



# MEMORANDUM OF LEASE EXHIBIT B

LEGAL DESCRIPTION  
Columbiana Tower Site  
SA 97-059

A parcel of land situated in the southwest quarter of the northeast quarter of Section 18, Township 21 South, Range 1 East, Huntsville Meridian, Shelby County, Alabama, being more particularly described as follows:

Commence at the northwest corner of the southwest quarter of the northeast quarter of Section 18, Township 21 South, Range 1 East; thence run South 89° 23' 09" East along the northerly line of said quarter-quarter section for a distance of 390.00 feet; thence angle right and run South 00° 38' 51" West for a distance of 543.70 feet; thence angle left and run South 88° 55' 10" East for a distance of 48.53 feet to the POINT OF BEGINNING; thence angle right and run South 82° 54' 14" East for a distance of 70.00 feet; thence angle right and run South 07° 05' 46" West for a distance of 115.00 feet; thence angle right and run North 82° 54' 14" West for a distance of 70.00 feet; thence angle right and run North 07° 05' 46" East for a distance of 115.00 feet to the POINT OF BEGINNING. Containing 8,050 square feet (0.18 acres), more or less.

## ACCESS AND UTILITY EASEMENT

A strip of land 30 feet in width for access and utilities situated in the southwest quarter of the northeast quarter, the southeast quarter of the northwest quarter, the northeast quarter of the southwest quarter, and the southwest quarter of the northwest quarter, Section 18, Township 21 South, Range 1 East, lying 15 feet either side of the following described centerline:

Commence at the northwest corner of the southwest quarter of the northeast quarter of Section 18, Township 21 South, Range 1 East; thence run South 89° 23' 09" East along the northerly line of said quarter-quarter section for a distance of 390.00 feet; thence angle right and run South 00° 38' 51" West for a distance of 543.70 feet; thence angle left and run South 88° 55' 10" East for a distance of 48.53 feet; thence angle right and run South 82° 54' 14" East for a distance of 70.00 feet; thence angle right and run South 07° 05' 46" West for a distance of 115.00 feet; thence angle right and run North 82° 54' 14" West for a distance of 70.00 feet; thence angle right and run North 07° 05' 46" East for a distance of 115.00 feet to the POINT OF BEGINNING. thence angle left and run South 07° 05' 46" West for a distance of 4.91 feet to the point of curvature of a curve to the right having a radius of 50 feet and a central angle of 43° 53' 52"; thence continue along the arc of said curve for a distance of 38.31 feet to the point of tangency thereof; thence continue South 50° 59' 38" West along the tangent of said curve for a distance of 35.90 feet to the point of curvature of a curve to the left having a radius of 50.00 feet and a central angle of 24° 31' 29"; thence continue on the arc of said curve for a distance of 21.40 feet to the point of tangency thereof, said point of tangency also being the point of curvature of a curve to the right having a radius of 432.79 feet and a central angle of 09° 22' 01"; thence continue along the arc of said curve for a distance of 70.75 feet to the point of tangency thereof; thence continue South 35° 50' 10" West along the tangent of said curve for a distance of 291.01 feet to the point of curvature of a curve to the right having a radius of 165.79 feet and a central angle of 33° 31' 57"; thence continue along the arc of said curve for a distance of 97.12 feet to the point of tangency thereof, said point of tangency also being the point of curvature of a curve to the left having a radius of 214.99 feet and a central angle of 35° 46' 34"; thence continue along the arc of said curve for a distance of 134.24 feet to the point of tangency thereof; thence continue South 33° 37' 33" West along the tangent of said curve for a distance of 43.61 feet to the point of curvature of a curve to the left having a radius of 318.13 feet and a central angle of 36° 07' 53"; thence continue along the arc of said curve for a distance of 200.82 feet to the point of tangency thereof, said point of tangency also being the point of curvature of a curve to the right having a radius of 669.75 feet and a central angle of 18° 08' 08"; thence continue along the arc of said curve for a distance of 211.99 feet to the point of tangency thereof, said point of tangency also being the point of curvature of a curve to the right having a radius of 263.63 feet and a central angle of 48° 55' 13"; thence continue along the arc of said curve for a distance of 225.09 feet to the point of tangency thereof, said point of tangency also being the point of curvature of a curve to the right having a radius of 394.11 feet and a central angle of 29° 25' 06"; thence continue along the arc of said curve for a distance of 202.35 feet to the point of tangency thereof, said point of tangency also being the point of curvature of a curve to the right having a radius of 385.75 feet and a central angle of 17° 40' 56"; thence continue along the arc of said curve for a distance of 119.05 feet to the point of tangency thereof, said point of tangency also being the point of curvature of a curve to the right having a radius of 97.07 feet and a central angle of 93° 49' 36"; thence continue along the arc of said curve for a distance of 158.96 feet to the point of tangency thereof; thence continue North 25° 28' 39" East along the tangent of said curve for a distance of 37.31 feet to the point of curvature of a curve to the left having a radius of 106.57 feet and a central angle of 50° 18' 04"; thence continue along the arc of said curve for a distance of 93.50 feet to the point of tangency thereof; thence continue North 24° 47' 25" West along the tangent of said curve for a distance of 36.22 feet to the point of curvature of a curve to the left having a radius of 97.51 feet and a central angle of 34° 12' 08"; thence continue along the arc of said curve for a distance of 58.21 feet to the point of tangency thereof; thence continue North 58° 59' 33" West along the tangent of said curve for a distance of 170.40 feet to the point of curvature of a curve to the right having a radius of 228.74 feet and a central angle of 36° 18' 24"; thence continue along the arc of said curve for a distance of 144.95 feet to the point of tangency thereof; thence continue North 22° 41' 09" West along the tangent of said curve for a distance of 38.44 feet to the point of curvature of a curve to the left having a radius of 274.17 feet and a central angle of 20° 40' 14"; thence continue along the arc of said curve for a distance of 98.91 feet to the point of tangency thereof; thence continue North 43° 21' 23" West along the tangent of said curve for a distance of 29.02 feet to the point of curvature of a curve to the left having a radius of 152.59 feet and a central angle of 36° 17' 04"; thence continue along the arc of said curve for a distance of 96.64 feet to the point of tangency thereof; thence continue North 79° 38' 27" West along the tangent of said curve for a distance of 49.10 feet to the point of curvature of a curve to the right having a radius of 222.33 feet and a central angle of 25° 20' 54"; thence continue along the arc of said curve for a distance of 98.36 feet to the point of tangency thereof; thence continue North 54° 17' 33" West along the tangent of said curve for a distance of 347.63 feet to a point in the center of State Highway 25 and the ENDING POINT of this centerline description.

## NOTES:

- Field work for this survey was completed on March 6, 1997.
- The surveyor has made no investigation or independent search for, zoning, land use, building setbacks, or flood information.
- A survey by J. M. Keeland Associates, Birmingham, Alabama, dated March 3, 1993 of the parcel and access easement for the nearby BellSouth Mobility, Inc. facility was used as a reference. It is the intent that the above access and utility easement coincide with that easement described on said survey. Some discrepancies may be apparent due to differences in the bearing basis.
- Bearings shown hereon are relative to the Alabama State Plane Coordinate System Grid Azimuth (Alabama West Zone) (NAD 83) which were determined using GPS observations.
- Contours and spot elevations shown hereon are based on NAVD 88 which were determined using GPS observations.
- Apparent utilities, underground utilities, and buried pipes shown hereon have been located and are indicated in their relative positions. However there may exist underground utilities or buried pipes which were not located or of which the surveyor has no knowledge.

## SURVEYOR'S STATEMENT

I hereby state I have been guided by the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama in the preparation of all parts of this survey and drawing.

Robert E. Corley, PLS  
SAIN ASSOCIATES, INC.  
Alabama Reg. No. 17255

PRINTED & ISSUED

MAR 27 1997

04/08/1998 12:49:55  
09:33 AM CERTIFIED  
SAIN ASSOCIATES  
SHELBY COUNTY JUDGE OF PROBATE  
007 NEL 103.50

BOUNDARY & TOPOGRAPHIC SURVEY

COLUMBIANA SITE  
COLUMBIANA, ALABAMA

FOR  
SOUTHERN COMMUNICATIONS SERVICES, INC.  
ATLANTA, GEORGIA

SA 97-059  
REC  
AS SHOWN  
3-12-97



sain associates

Sain Associates, Inc./Consulting Engineers/Surveyors

Phone: (205) 940-6428 FAX: (205) 940-6436

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