

This Document Prepared By:  
ALLTEL Mobile Communications, Inc.  
One Allied Drive, P.O. Box 2177  
Little Rock, AR 72202  
Attn: Real Estate Management Department

## MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is executed this 1<sup>ST</sup> day of JUNE, 1998 by and between Ottie Wrendon Davis and wife, Lucinda M. Davis ("Lessor") and ALLTEL Communications, Inc. ("Lessee") and evidences that on the 1<sup>ST</sup> day of JUNE, 1998 a Communications Site Lease Agreement was executed for the Property as that term is hereinafter defined.

1. **Lease Term.** The term of the Lease shall be five (5) years commencing on the 1<sup>ST</sup> day of JUNE, 1998 and terminating at midnight on the 31<sup>ST</sup> day of MAY, 2003. Lessee has the right to extend the Lease for four ( 4 ) additional five year terms.

2. **Property.** Subject to the terms of the Lease, Lessor has leased to Lessee the use of a portion of the real property described in Exhibit "A" attached hereto ("Property"), and Lessor has granted Lessee an easement for ingress, egress and utilities over that property described in Exhibit "B" attached hereto ("Easement").

3. **Notices.** All notices, requests, demands, and other communications to the Lessor or Lessee shall be made at the following addresses:

If to Lessor, to:

Ottie Wrendon Davis  
5560 Cahaba Valley Road  
Birmingham, AL 35242  
(205) 991-2022

If to Lessee, to:

ALLTEL Communications, Inc.  
P.O. Box 2177  
Little Rock, AR 72203  
Attn: Property Management Department

4. **Right of First Refusal.** During the Initial Term and any Renewal Terms of this Lease, Lessor shall, prior to selling the Property or any portion thereof, notify Lessee in writing of the sale price and terms offered by a third party, together with a copy of the third party's offer. Lessee shall have the right of first refusal to purchase the Property, or that portion of the Property to be sold, on the same terms and conditions (or case equivalent terms, if a property exchange is proposed) by giving Lessor notice of its intention to purchase the same within thirty (30) days of receipt of Lessor's notice. If Lessee gives no such notice of its intention to purchase the Property, Lessor may sell the Property, or the portion to be sold, to the third party on the stated terms and price, as long as such sale closes within thirty (30) days of the date of the third party's offer and said sale is made subject to the terms of this Lease.

Site Name |  
Site No. |

Davis Plumbing  
134-126-171

07/09/1998-26119  
02:06 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 SNA 398.00

Inst # 1998-26119

IN WITNESS WHEREOF, Landlord and ALLTEL have executed MEMORANDUM of Lease Agreement  
this as of the 1<sup>st</sup> day of JUNE, 1998.

Carol Young  
WITNESS

Carol Young  
WITNESS

ATTEST:

LANDLORD:

Ottie Wendon Davis

Social Security #: [REDACTED]

[Signature]

Social Security #: \_\_\_\_\_

TENANT:

ALLTEL COMMUNICATIONS,  
INC.

By: [Signature]

Name: Jim Kimzey

Title: VICE PRESIDENT / NETWORK SERVICES

### ALABAMA ACKNOWLEDGMENT

*Acknowledgment for individual:*

State of Alabama

County of Shelby

I, Carol Young, hereby certify that Ottie Wendon Davis & Lucinda  
M. Davis, whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to  
me, acknowledged before me on this day, being informed of the contents of the conveyance, he (she) (they) executed  
the same voluntary on the day the same bears date.

Given under my hand this 20 day of Oct, 1997.

SEAL

Carol Young  
(Notary Public State at Large)  
4/12/01  
(My Commission expires)

ACKNOWLEDGEMENT

STATE OF ARKANSAS )

COUNTY OF PULASKI )

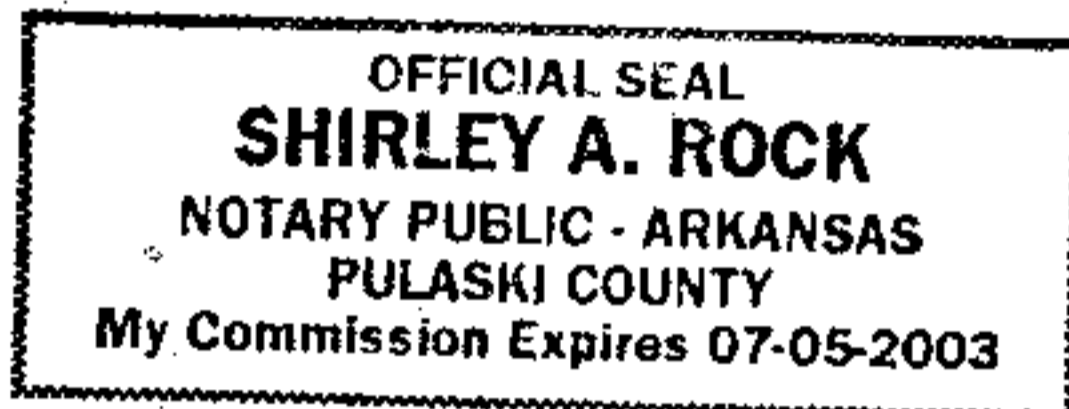
I, Shirley Rock, a Notary Public of Pulaski County, State of Arkansas, certify that **Jim Kimzey** personally came before me this day and acknowledged that he is Sr. Vice President of Network Services of ALLTEL Communications, Inc., a Delaware corporation, and that, by authority duly given and as the action of the corporation, the foregoing instrument was signed in its name by by such officer thereof.

WITNESS my hand and official seal, this 1<sup>ST</sup> day of June, 1998.

My commisssion expires:

7/5/2003  
(SEAL)

Shirley A. Rock  
Notary Public



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF  
PROPERTY**

The property referred to herein as Premises is described as follows:

**PROPERTY DESCRIPTION**

A LOT OR PARCEL OF LAND LOCATED IN SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN BOOK 398, PAGE 799, AT A IRON PIN WITH THE CAP NUMBER 11768 AND THENCE ALONG THE SOUTH LINE OF SAID PROPERTY AND THE NORTH RIGHT-OF-WAY OF CAHABA VALLEY ROAD N50°14'30"E A DISTANCE OF 88.48 FEET TO A EXISTING IRON PIN; THENCE ALONG THE EAST LINE OF SAID PROPERTY N20°10'11"W A DISTANCE OF 464.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID LINE N20°10'11"W A DISTANCE OF 80.00 FEET; THENCE S69°49'49"W A DISTANCE OF 40.00 FEET; THENCE S20°10'11"E A DISTANCE OF 80.00 FEET; THENCE N69°49'49"E A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.0735 ACRES MORE OR LESS.

SAID LAND LYING IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA.

and all being a part of Shelby County Tax Parcel # 10-6-23-0-001-015.00.

SOURCE OF TITLE: DEED BK. 398, PAGE 799, SHELBY COUNTY, AL.

EXHIBIT "B"

LEGAL DESCRIPTION OF  
EASEMENT

Inst # 1998-26119

20 FEET INGRESS-EGRESS EASEMENT

A LOT OR PARCEL OF LAND LOCATED IN SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN BOOK 398, PAGE 799, AT A IRON PIN WITH THE CAP NUMBER 11768 AND THENCE ALONG THE SOUTH LINE OF SAID PROPERTY AND THE NORTH RIGHT-OF-WAY OF CAHABA VALLEY ROAD N50°14'30"E A DISTANCE OF 9.81 FEET TO THE POINT OF BEGINNING; THENCE N04°08'38"E A DISTANCE OF 123.16 FEET; THENCE N19°40'00"W A DISTANCE OF 160.09; THENCE N41°44'27"W A DISTANCE OF 82.13 FEET; THENCE N15°15'08"W A DISTANCE OF 142.37 FEET TO THE SOUTHWEST CORNER OF THE LEASED PROPERTY; THENCE ALONG THE SOUTH LINE OF SAID LEASED PROPERTY N69°49'49"E A DISTANCE OF 20.00 FEET; THENCE S15°15'08"E A DISTANCE OF 142.37 FEET; THENCE S41°44'27"E A DISTANCE OF 82.13 FEET; THENCE S19°40'00"E A DISTANCE OF 160.45; THENCE S04°08'38"W A DISTANCE OF 113.39 FEET TO THE NORTH RIGHT-OF-WAY OF CAHABA VALLEY ROAD; THENCE ALONG SAID RIGHT-OF-WAY S50°14'30"E A DISTANCE OF 25.49 FEET TO THE POINT OF BEGINNING AND ENDING.

Alternative Easement Route:

A parcel of land 20 feet in width and extending from Hwy 119 to the 40 feet by 80 feet proposed site, easement lies north to south, along the east side of owner lot and which is a part of the parent parcel, and being a part of Shelby County Tax Parcel # 10-6-23-0-001-015.00.

It is also understood that Landlord may provide a reasonable alternative access to site which varies from the easements routes described above.

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