

312121

OPTION AND LEASE AGREEMENT

This Agreement, made this 12th day of June, 1997, between
SAFEHOUSE OF SHELBY COUNTY, INC hereinafter designated LESSOR and
BELLSOUTH MOBILITY INC, a Georgia Corporation, hereinafter designated
TENANT.

RECITALS:

LESSOR is the owner of certain real property located off of Martin Street,
Shelby County, State of Alabama, and TENANT desires to obtain an Option to lease a
portion of said real property, containing approximately 6500 square feet, together with a
right of way for access thereto (said leased parcel and right of way hereinafter called
"Property"). The Property is more specifically described in and substantially shown on
Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of a sum of One Thousand Dollars
(\$1000.00), hereinafter referred to as "Option Money", to be paid by TENANT to the
LESSOR, which TENANT will provide upon its execution of this Agreement, the
LESSOR hereby grants to TENANT the right and Option to lease said portion of said real
property including a right of way for access thereto for the term and in accordance with
the covenants and conditions set forth herein.

The Option may be exercised at any time on or prior to August 1, 1997.

At TENANT's election, and upon TENANT's prior written notification to
LESSOR, the time during which the Option may be exercised may be further extended for
one additional period, through and including January 1, 1998, with an additional payment
of One Thousand Dollars (\$1000.00) by TENANT to LESSOR for the Option Period so
extended. The time during which the Option may be exercised may be further extended by
mutual agreement in writing. If during said Option Period, or during the term of the lease,
if the Option is exercised, the LESSOR decides to subdivide, sell or change the status of
the Property or LESSOR's property contiguous thereto, LESSOR shall immediately notify
TENANT in writing so that TENANT can take steps necessary to protect TENANT's
interest in the Property.

LESSOR covenants that LESSOR is seized of good and sufficient title and
interest to the Property and has full authority to enter into and execute this Agreement.
LESSOR further covenants that there are no other liens, judgments or impediments of title
on the Property.

Inst # 2000-17209

05/25/2000-17209
11:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
011 SNA 84.50

This Option may not be sold, assigned, or transferred, at any time except to TENANT's principal, affiliates or subsidiaries of its principal. As to other parties, this Option may not be sold, assigned or transferred without the written consent of the LESSOR, such consent to be in LESSOR's absolute discretion.

Should TENANT fail to exercise this Option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this Option terminated, and LESSOR shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

The LESSOR shall permit TENANT during the Option Period, free ingress and egress to the Property (between the hours of 8:00 am and 6:00 pm) to conduct such surveys, structural strength analysis, subsurface boring tests and other activities of similar nature, as TENANT may deem necessary, at the sole cost of TENANT. TENANT shall take care not to damage LESSOR's property. If the option is not exercised, TENANT shall return the Property to its original condition.

Notice of the exercise of the Option shall be given by TENANT to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted. On the date of such notice the following Agreement shall take effect:

LEASE AGREEMENT

1. LESSOR hereby leases to TENANT that certain parcel of real Property, containing approximately 6500 square feet, situated in Shelby County, State of Alabama, together with the nonexclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along a thirty foot (30') wide right of way extending from the nearest public right of way, Martin Street, to the leased parcel, said leased parcel and right of way for access being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. In the event access to Property is required anytime between the hours of 8 p.m. and 6 a.m., TENANT shall make every effort to contact LESSOR via telephone. Said leased parcel and right of way for access shall be hereinafter referred to as "Property". LESSOR shall cooperate with TENANT in TENANT's effort to obtain utility services along said right of way by signing such reasonable documents or easements required by said utility companies.

2. LESSOR also hereby grants to TENANT the right to survey said Property, and the legal description on said survey shall then become Exhibit "B", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A". LESSOR grants TENANT the right to take measurements, make calculations, and to note other structures, setbacks, uses, or other information as deemed

by TENANT to be relevant and pertinent, as such information relates to LESSOR's real property, leased or otherwise abutting or surrounding the Property. Cost for such survey work shall be borne by the TENANT.

3. This Agreement shall be for an initial term of five (5) years beginning on the date the Option is exercised by TENANT at an annual rental of Twelve Thousand Dollars (\$12,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR, or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.

4. TENANT shall have the option to extend this lease for four (4) additional five (5) year terms by giving the LESSOR written notice of its intention to do so at least six (6) months prior to the end of the then current term provided TENANT is not in breach of this Lease Agreement.

5. The annual rental for the first (1st) five (5) year extension term shall be increased to Thirteen Thousand Eight Hundred Dollars (\$13,800.00); the second (2nd) five (5) year extension term shall be increased to Fifteen Thousand Eight Hundred and Seventy Dollars (\$15,870.00); the third (3rd) five (5) year extension term shall be increased to Eighteen Thousand Two Hundred and Fifty-One Dollars (\$18,251.00); and the fourth (4th) five (5) year extension term shall be increased to Twenty Thousand Nine Hundred and Eighty-Eight Dollars (\$20,988.00).

6. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Monthly rental for this period shall be equal to the rent paid for the last month of the fourth (4th) five (5) year extension term, increased by 3% each year.

7. TENANT shall use the Property for the purpose of constructing, maintaining and operating a 150' free standing monopole, a shelter and temporary shelters (similar to that depicted in Exhibit "C") as necessary now or in the future to shelter TENANT's telecommunications equipment to meet TENANT's telecommunication needs and all necessary connecting appurtenances. A security fence consisting of chain link construction or similar but comparable construction may at the option of TENANT be placed around the perimeter of the Property (not including the access easement). TENANT shall also install an electronic security gate across the access easement at a location to be mutually agreed upon by LESSOR and TENANT. The cost of the electronic security gate shall not exceed Eight Thousand Dollars (\$8,000.00). All

improvements shall be at TENANT's expense. LESSOR grants TENANT the right to use adjoining and adjacent land as is reasonably required during construction, installation, maintenance, and operation of the Communications Facility. TENANT will maintain the Property in a reasonable condition and return it to its previous condition at the end of such activities. It is understood and agreed that TENANT's ability to use the Property 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. LESSOR shall cooperate with TENANT in its effort to obtain such approvals. LESSOR agrees to sign such reasonable papers as are required to file applications with the appropriate zoning authority and/or commission for the proper zoning of the Property as required for the use intended by the TENANT. TENANT will perform all other acts and bear expenses associated with the rezoning procedure. LESSOR agrees not to register any written or verbal opposition to the rezoning procedures. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to TENANT is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Property for its intended purposes, TENANT shall have the right to terminate this Agreement. Notice of the TENANT's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the LESSOR as evidenced by the return receipt. All rentals due through said termination date shall be paid by TENANT and retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other.

8. TENANT shall defend, indemnify, and hold harmless LESSOR and its employees, directors, officers, agents, and affiliates from and against any claims, liabilities, losses, lawsuits, judgment, settlements, and expenses (including attorney's fees and litigation costs) resulting from any and all personal injury (including death) and/or property damage of any person or party (including the parties and their employees) resulting from or arising out of this Lease Agreement or the use and occupancy of the Property or LESSOR's property, except to the extent caused by LESSOR's willful misconduct or reckless acts.

9. LESSOR agrees that TENANT may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy. TENANT shall name LESSOR as an additional insured on such policy for claims arising out of TENANT's use of the Property or LESSOR's property.

10. TENANT will be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on the Property. TENANT shall reimburse LESSOR as additional rent for any increase in real

estate taxes levied against LESSOR's property which are attributable to the improvements constructed by TENANT and are not separately levied or assessed against TENANT's improvements by the taxing authorities.

11. TENANT upon termination of this Agreement, shall, within a reasonable period, remove its personal property and fixtures and restore the Property to its original above grade condition, reasonable wear and tear excepted. At LESSOR's option when this Agreement is terminated and upon LESSOR's advance written notice to TENANT, TENANT will leave the foundation, security fence, and electronic security gate to become property of LESSOR. If such time for removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of personal property and fixtures are completed and the Property is returned to its original above grade condition.

12. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of his real property which includes the parcel of property leased by TENANT herein and / or the right of way thereto to a purchaser other than TENANT, such sale shall be under and subject to this Lease Agreement and TENANT's rights hereunder. LESSOR agrees not to sell, lease or use any other areas of the larger parcel upon which Property is situated for the placement of other communications facilities if TENANT can establish that such installation would interfere with the facilities in use by TENANT.

13. LESSOR covenants that TENANT, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Property.

14. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property.

15. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and TENANT and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or TENANT in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties.

16. This Lease Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Alabama.

17. This lease may not be sold, assigned or transferred at any time except to TENANT's principal, affiliates or subsidiaries of its principal or to any company upon which TENANT is merged or consolidated. As to other parties, this Lease may not be sold, assigned, subleased, or transferred without the written consent of the LESSOR, in its absolute discretion.

18. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

TENANT: BellSouth Mobility Inc
100 Concourse Parkway, Suite 375
Birmingham, AL 35244
Attn.: Real Estate Department

LESSOR: SafeHouse of Shelby County, Inc
P.O. Box 574
Pelham, AL 35124
Attn.: Executive Director
(205)664-5930

19. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

20. At LESSOR's option, this Agreement shall be subordinate to any mortgage by LESSOR which from time to time may encumber all or part of the Property or right of way; provided, however, every such mortgage shall recognize the validity of the Agreement in the event of a foreclosure of LESSOR's interest and also TENANT's right to remain in occupancy of and have access to the Property as long as Tenant is not in default of this Agreement. TENANT shall execute in a timely manner whatever instruments as may reasonably be required to evidence this subordination clause. In the event the leased Property is encumbered by a mortgage, the LESSOR, no later than ten (10) days after this lease is exercised, shall have obtained and furnished to TENANT a non-disturbance instrument in recordable form for each such mortgage.

21. If the whole of the leased premises or such portion thereof as will make the premises unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between LESSOR and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of LESSOR and TENANT hereunder. Nothing in this provision shall be

construed to limit or affect TENANT's right to an award of compensation of any eminent domain proceeding for the taking of TENANT's leasehold interest hereunder.

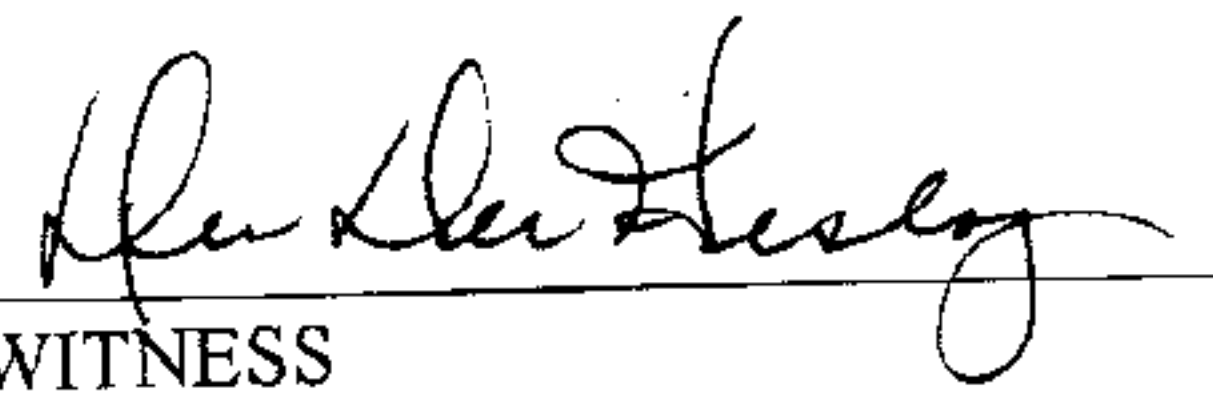
22. TENANT, at TENANT's option, may obtain title insurance on the leased property. LESSOR, at TENANT's expense, shall cooperate with TENANT's efforts to obtain such title insurance policy by executing documents or obtaining requested documentation as required by the title insurance company. At TENANT's option, should the LESSOR fail to provide requested documentation within thirty days of TENANT's request, or fail to provide the non-disturbance instrument(s) as noted in Paragraph 20 of this Agreement, TENANT may withhold and accrue the monthly rental until such time as the requested document(s) is (are) received.

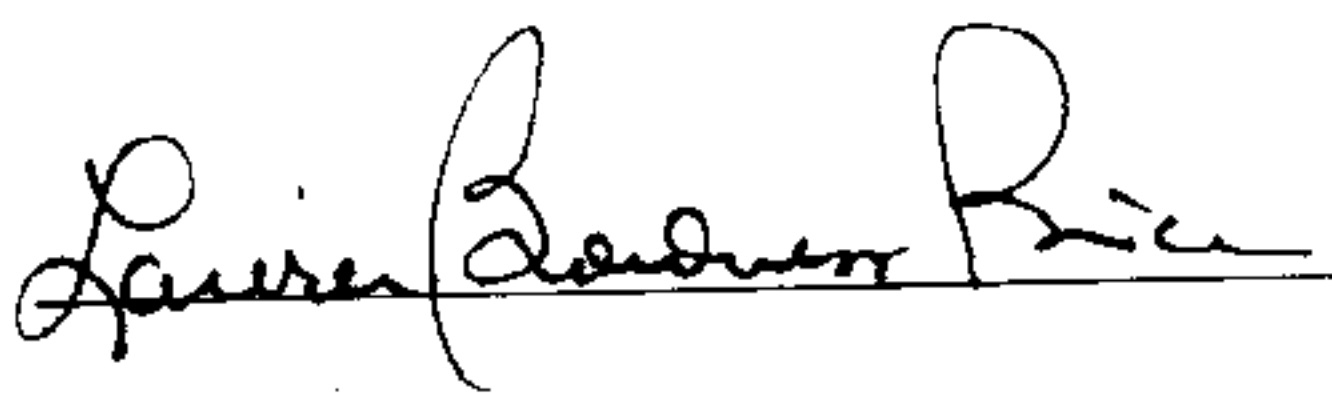
23. LESSOR shall hold TENANT harmless from and indemnify TENANT against and from any damage, loss, expenses or liability resulting from the discovery by any person of hazardous substance generated, stored, disposed of, or transported to or over Property, as long as such substance was not generated, stored, disposed of, or transported to or over the Property by TENANT, its agents, contractors, employees, or invitees. TENANT will be responsible for any and all damages, losses, and expenses and will defend, hold harmless, and indemnify LESSOR against and from any discovery by any persons of such toxic substances or hazardous wastes generated, stored, or disposed of, or transported to or over Property as a result of TENANT's equipment and uses of the aforementioned Property.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

Signed, sealed and delivered in the presence of

LESSOR:
SAFEHOUSE OF SHELBY COUNTY, INC


WITNESS

BY: 
TITLE: BOARD MEMBER

Signed, sealed and delivered in the presence of:

TENANT:
BELLSOUTH MOBILITY INC

Marilyn Jordan
WITNESS

BY: Sam T. Burt

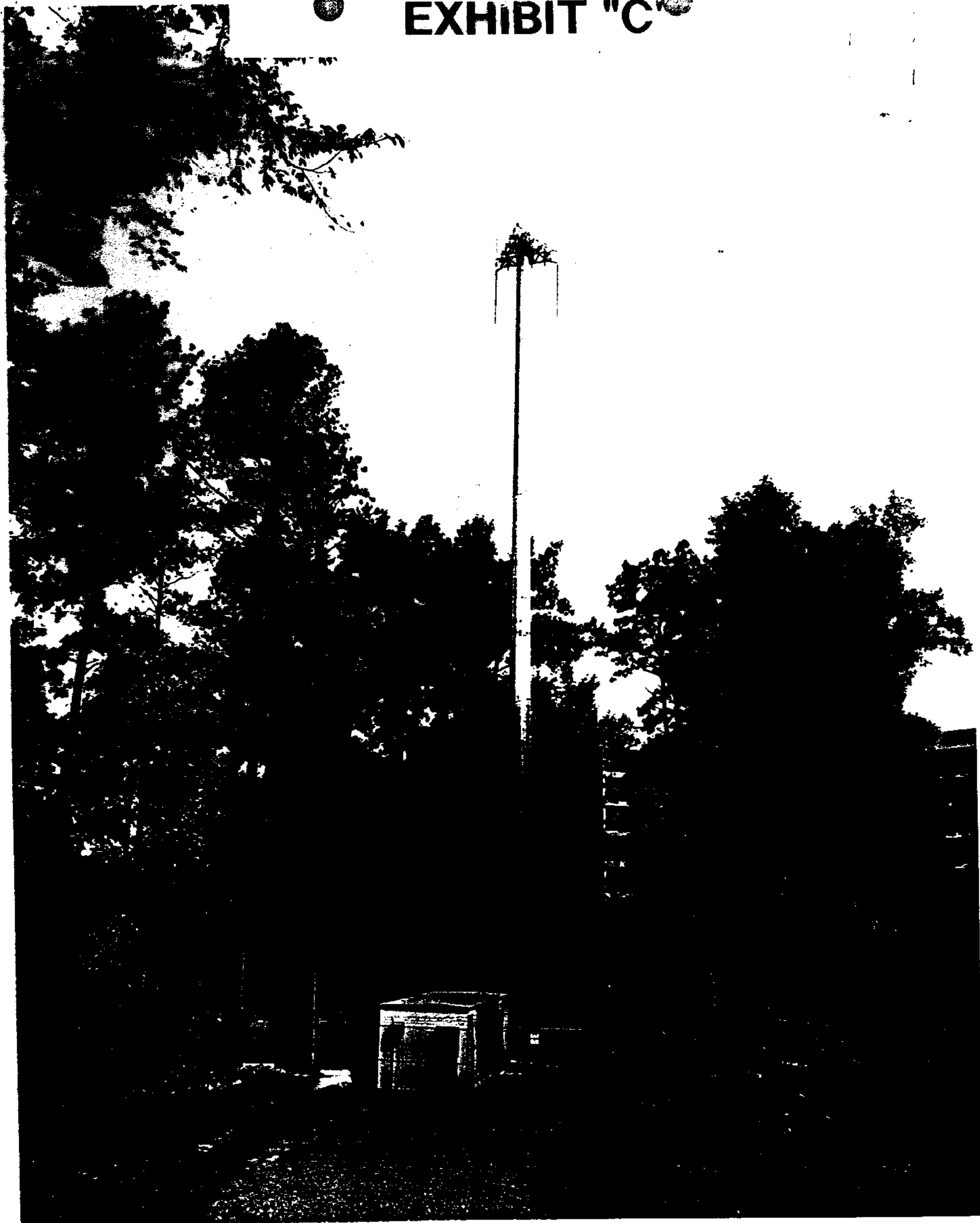
TITLE: REGIONAL VICE PRESIDENT

WITNESS

(CORPORATE SEAL)

11

EXHIBIT "C"



STATE OF Alabama)
COUNTY OF Shelby)

I, Jennifer L. White, a Notary Public in and for said County in said State, hereby certify that Laura Bowness Rice whose name as Board Member of SafeHouse of Shelby County, Inc, an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being duly informed of the contents of the instrument, s/he, as such Board Member officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given my hand and official seal this 16th day of May, 1997.

Jennifer L. White
Notary Public **MY COMMISSION EXPIRES**
My Commission Expires: **APRIL 15, 2001**

Alabama
STATE OF ~~GEORGIA~~)
COUNTY OF Shelby)

I, Jennifer L. White, a Notary Public in and for said County, in said State, hereby certify that Karen C. Bennett whose name as Regional Vice President of BELLSOUTH MOBILITY INC, a Georgia 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 my hand and official seal this 12th day of June, 1997.

Jennifer L. White
Notary Public **Inst # 2000-17209**
My Commission Expires: **MY COMMISSION EXPIRES**
APRIL 15, 2001

05/25/2000-17209
11:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
011 SNA 84.50

Inst # 2000-17209