

Recording Requested By  
And When Recorded Mail to:

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**MEMORANDUM OF LEASE**

Inst # 2001-34648

08/15/2001-34648  
11:24 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
96.00  
005 CH

**KNOW ALL PERSONS BY THESE PRESENTS** that the Landlord and Tenant identified below are parties to that certain lease, dated March 15, 1985, as amended May 14, 1985 (the "Lease") and commencing on May 1, 1985 (the "Commencement Date") containing the following terms and conditions:

- Landlord:** The City of Pelham, a municipality with an address at Office of Mayor, P.O. Box 277, Pelham, AL 35124.
- Tenant:** BellSouth Mobility LLC, a Georgia limited liability company which is the successor to BellSouth Mobility Inc, with a principal address at 1100 Peachtree Street, Suite 800, Atlanta, GA 303091, Attn: Real Estate Department.
- Leased Premises:** The real property leased by Landlord to Tenant is described in Exhibit A attached to this Memorandum of Lease and incorporated herein by this reference, together with a right-of-way and easement extending to Tenant's Communications Facility for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, including the right to install, replace and maintain utility wires, poles, cables, conduits, pipes and gates.
- Initial Lease Term:** For a term of five (5) years, beginning on the Commencement Date described above.

**Expiration Date:** If not otherwise extended or renewed, the Lease shall expire on April 30, 1990.

**Rights to Extend or Renew:** Tenant has the right to extend/renew the Lease as follows: four (4) options to extend the Initial Term for periods of five (5) years each on the terms and conditions set forth in the Lease.

**Option to Purchase:** No

**Right of First Refusal:** No

**Ratification of Lease:** Landlord and Tenant hereby ratify, confirm and adopt the Lease for purposes of compliance with § 35-4-6, Code of Alabama 1975, as amended, as if re-executed on the date hereof.

This Memorandum of Lease will be recorded in the applicable land records and is intended to provide notice to third parties of the Lease. The Lease contains terms and conditions in addition to those set forth in this Memorandum of Lease. This Memorandum of Lease is not intended to amend or modify the terms and conditions of the Lease. To the extent that the terms and conditions of this Memorandum of Lease differ from the terms and conditions of the Lease, the terms and conditions of the Lease shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Lease. A copy of the Lease is kept at Tenant's place of business, at the address noted above.

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Lease to be effective as of the Commencement Date.

[Remainder of page intentionally left blank]

Witness:

LANDLORD:

The City of Pelham

Donna Tucker

By: Bobby Hayes  
Print Name: Bobby Hayes  
Print Title: MAYOR

STATE OF ALABAMA )

COUNTY OF Shelby )

ACKNOWLEDGMENT

I, Dinah Scott a Notary Public in and for said county in said state hereby certify that Bobby Hayes whose name as Mayor [title] of the City of Pelham, a municipality, is signed to the foregoing instrument and who is known to me acknowledged before me on this day, that being informed of the contents, he/she as such Mayor and with full authority, executed the same voluntarily for and as the act of said municipality.

Given my hand and official seal this 3<sup>rd</sup> day of April, 2001.

Dinah S. Scott  
Notary Public

My Commission Expires: Aug 22, 2001

[NOTARIAL SEAL]

Witness:

Philva LBJ

TENANT:

BellSouth Mobility LLC, successor to BellSouth Mobility Inc.

By: SA Brake  
Print Name: Asst Vice President  
Print Title: SA Brake

STATE OF GEORGIA )

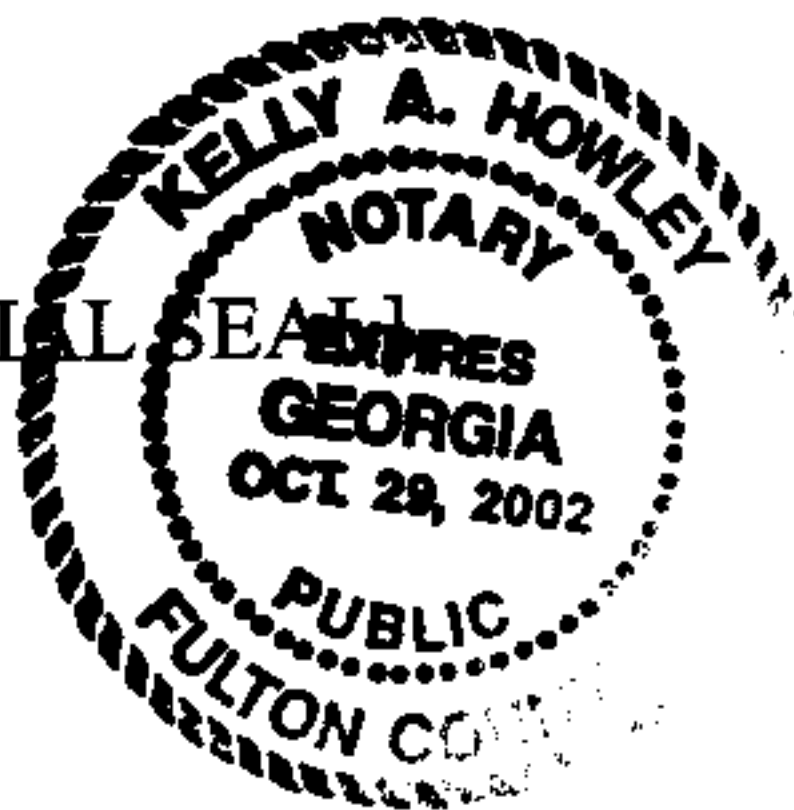
FULTON COUNTY )

### ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Stephen A. Brake, whose name as Asst. Vice Pres. of BellSouth Mobility LLC, a Georgia limited liability company, 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 said instrument, he/she, as such Asst. Vice Pres. and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 24th day of June, 2001.

[NOTARIAL SEAL]



STJ\131247.1

Kelly Howley  
Notary Public  
My Commission Expires: 10/29/02

## **Exhibit A**

### **Legal Description of Premises**

**Commence at the SW corner of the SE 1/4 of the NW 1/4 of Section 6, Township 20 South, Range 2 West; run thence in an Easterly direction along the south line of said quarter-quarter section for a distance of 380.75 feet to the point of beginning; from the point of beginning thus obtained, thence continue along last described course for a distance of 100 feet; thence turn an angle to the left of 90 degrees and run in a northerly direction for a distance of 100 feet; thence turn an angle to the left of 90 degrees, and run in a westerly direction for a distance of 100 feet; thence turn an angle to the left of 90 degrees and run in a southerly direction for 100 feet to the point of beginning.**

The above property located in Shelby County, Alabama

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