

Shelby

Recording Requested By
And When Recorded Mail to:

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Inst # 2001-45423

10/19/2001-45423
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SHELBY COUNTY JUDGE OF PROBATE
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MEMORANDUM OF LEASE

KNOW ALL PERSONS BY THESE PRESENTS that the Landlord and Tenant identified below are parties to that certain lease, dated March 6, 1986 (the "Lease") and commencing on May 21, 1986 (the "Commencement Date"), containing the following terms and conditions:

Landlord:

Dantract, Inc., an Alabama corporation, successor in interest to Shelbyco, Limited, with an address at Attn: Charles W. Daniel, 820 Shades Creek Parkway, Suite 1200, Birmingham, AL 35209.

Tenant:

BellSouth Mobility LLC, a Georgia limited liability company which is the successor to BellSouth Mobility Inc, a Georgia corporation, with a principal address at 1100 Peachtree Street, Suite 800, Atlanta, GA 30309, 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, all as further described as Exhibit A.

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 May 20, 1991.
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:

Sharon M. Givens

LANDLORD:

Dantract, Inc., successor in interest to Shelbyco, Ltd.

By: Charles W. Daniel
Print Name: ~~President~~ Charles W. DANIEL
Print Title: President

STATE OF ALABAMA

COUNTY OF Jefferson

)
: SS
)

ACKNOWLEDGMENT

I, Tammy Hobbs a Notary Public in and for said county in said state hereby certify that Charles W. Daniel whose name as President [title] of Dantract Inc., a 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, he/she 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 2nd day of January, 2001.

Tammy Hobbs

Notary Public

My Commission Expires: 8/27/01

[NOTARIAL SEAL]

Witness:

[Signature]

TENANT:

BellSouth Mobility LLC, successor ~~interest~~ to
BellSouth Mobility Inc.

By: [Signature]
Print Name: Stephen A. Brake,
Print Title: Assistant Vice President

STATE OF GEORGIA)
COUNTY OF FULTON)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Stephen A. Brake, whose name as Assistant V.P. [title] 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 Assistant V.P. and with full authority, executed the same voluntarily for and as the act of said company.

Given my hand and official seal this 23rd day of March, 2001.

[NOTARIAL SEAL]

BTVA131668.1



Arlinda Brown
Notary Public
My Commission Expires: 1/24/04

Exhibit A

Legal Description of Premises

All that tract or parcel of land situated in the Southeast 1/4 of the Northeast 1/4 of Section 33, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

To find The Point of Beginning, commence at the Southwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 33, thence running along said Section line North 00 degrees 51 minutes 35 seconds West a distance of 583.80 feet to a point; Thence leaving said Section line and running North 89 degrees 08 minutes 25 seconds East a distance of 5237.52 feet to a point and The Point of Beginning; Thence running South 47 degrees 00 minutes 00 seconds East a distance of 8.00 feet to an iron pin set; Thence running South 43 degrees 00 minutes 00 seconds West a distance of 16.00 feet to an iron pin set; Then running North 47 degrees 00 minutes 00 seconds West a distance of 16.00 feet to a iron pin set; Thence running North 43 degrees 00 minutes 00 seconds East a distance of 16.00 feet to an iron pin set; Thence running South 47 degrees 00 minutes 00 seconds East a distance of 8.00 feet to a point and The Point of Beginning:

Said tract being a 16 by 16 foot Tower Easement for BellSouth Mobility, Inc. containing 256 square feet.

Together with a 15 foot wide Ingress-Egress Easement situated in the Southeast 1/4 of the Northeast 1/4 of Section 33 and the Southwest 1/4 of the Northwest 1/4 of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described by the following centerline data:

To find The Point of Beginning, commence at the Southwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 33; thence running along said Section line North 00 degrees 51 minutes 35 seconds West a distance of 797.10 feet to a point; thence leaving said Section line and running North 89 degrees 08 minutes 25 seconds East a distance of 5015.03 feet to a point and The Point of Beginning, said point also being a corner of the centerline of a 20 foot wide Road Right-of-way for The Water Works Board of Birmingham as described in Deed Book 301, Page 142 of the Records of Shelby County, Alabama and located 91.8 feet as measured northeasterly from its intersection with the northeasterly line of the Water Tank Property being described in the above referenced Instrument of Record; Thence leaving said Road Right-of-way and running South 11 degrees 35 minutes 13 seconds East a distance of 167.08 feet to a point; thence running North 74 degrees 29 minutes 29 seconds East a distance of 247.19 feet to a point; thence running South 06 degrees 48 minutes 42 seconds East a distance of 62.77 feet to a point; Thence running South 46 degrees 56 minutes 02 seconds West a distance of 73.27 feet to a point at the center of the northeasterly line of the above referenced 16 by 16 foot Tower Easement, said point also being The Point of Beginning of said Tower Easement. 2001-45423

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