

Prepared by and Return to:
Russell T. Kamradt, Esquire
Akerman, Senterfitt & Eidson, P.A.
222 Lakeview Avenue, Suite 400
West Palm Beach, Florida 33401

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made and entered into as of this 21st day of November, 2001 ("Transfer Date") by **FORESITE, LLC**, an Alabama limited liability company, having an address at 22 Inverness Center Parkway, #500, Birmingham, Alabama 35242, Attn.: Andrew L. Kizer, Fax Number (205) 437-3222 ("Assignor"), to **SBA PROPERTIES, INC.**, a Florida corporation, having an address at One Town Center Road, Third Floor, Boca Raton, Florida 33486, Attn.: Site Administrator, Fax Number (561) 995-7626 ("Assignee").

Preliminary Statement:

Pursuant to that certain ground lease, including that certain grant of easement dated September 26, 2000, recorded in Instrument No. 2000-34211 in the Shelby County Probate Office on September 28, 2000 (collectively, the "Ground Lease"), described on Exhibit "A" attached hereto, encumbering the real property ("Real Property") described on Exhibit "B" attached hereto, Assignor is the original lessee of such Ground Lease.

Pursuant to that certain Purchase and Sale Agreement dated as of October 12, 2001, by and between Assignor and Assignee ("Purchase Agreement"), Assignor has, among other things, agreed to assign all its right, title and interest in and to the Ground Lease to Assignee and to sell and convey to Assignee all improvements thereon, including all communications towers or monopoles on the Real Property. All capitalized terms not otherwise defined in this Assignment shall have the meaning ascribed thereto in the Purchase Agreement.

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT. As of the Transfer Date, Assignor hereby assigns and transfers all of its right, title, claim and interest in, to and under the Ground Lease to Assignee and its successors and assigns. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature

Site # AL07264-A

WP064371;2

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SHELBY COUNTY JUDGE OF PROBATE
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Inst # 2001-54109

whatsoever (collectively, "Losses and Liabilities"), for a period of one (1) year unless Assignee has notified Assignor of any Losses and Liabilities within such one (1) year period, arising out of or in any way related to the Ground Lease prior to the Transfer Date or which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

2. ACCEPTANCE OF ASSIGNMENT. Assignee, as of the Transfer Date, hereby accepts the foregoing assignment of the Ground Lease and assumes all of the Assignor's obligations under the Ground Lease which arise or relate to the period after the Transfer Date. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Ground Lease on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date and Assignee has notified Assignor within a one (1) year period following Transfer Date of such Losses and Liabilities.

3. APPURTENANCES, EASEMENTS AND IMPROVEMENTS. Assignor hereby grants, bargains and sells to Assignee, its heirs and assigns forever, all of Assignor's right, title and interest in and to (i) all Appurtenances relating to the Real Property, (ii) all Easements benefiting the Real Property, and (iii) all Improvements constructed on the Real Property or the Easements.

4. ARBITRATION. Any controversy or claim between Assignor and Assignee with respect to the subject matter of this Assignment, including any controversy or claim arising out of an alleged tort, will be determined by binding arbitration in accordance with the Federal Arbitration Act (or if not applicable, the applicable state law) and the Rules of Practice and Procedure for the Arbitration of Commercial Disputes of Judicial Arbitration and Mediation Services, Inc. ("JAMS"). Judgment upon any arbitration award may be entered into in any court having jurisdiction. Any party to this Assignment may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim under this Assignment in any court having jurisdiction over such action. The arbitration will be conducted in Shelby County, Alabama and administered by JAMS, who will appoint the arbitrator. If JAMS is unable or legally precluded from administering the arbitration, then the American Arbitration Association will serve. All arbitration hearings will commence within 90 days of the demand for arbitration. Further, the arbitrator will only, upon a showing of cause, be permitted to extend the commencement of such hearing for up to an additional 60 days.

5. ATTORNEYS FEES AND COSTS. In the event of any litigation or arbitration between Assignor and Assignee arising out of this Assignment, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and costs.

6. BINDING EFFECT. This Assignment will be binding on and inure to the benefit of

the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

7. GOVERNING LAW. This Assignment will be governed by and construed in accordance with the internal laws of the State of Alabama without regard to principles of conflicts of laws.

8. COUNTERPARTS. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

9. PURCHASE AGREEMENT. Nothing contained in this Assignment will be deemed or construed as relieving Assignor or Assignee of their respective duties and obligations under the Purchase Agreement.

THIS ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

Witnesses:

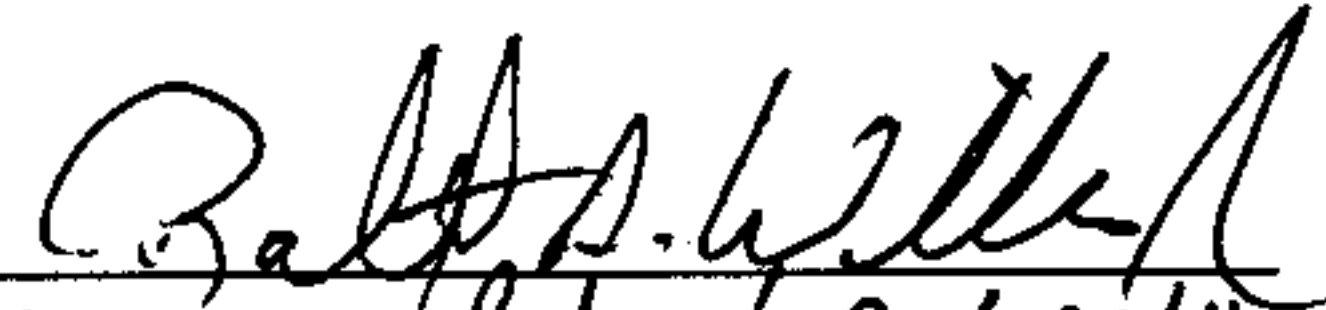
ASSIGNOR:

FORESITE, LLC, an Alabama limited liability company

By: 

Andrew L. Kizer, Manager


Print Name: MARTY COOK


Print Name: Robert D. Williams, Jr.


ASSIGNEE:

SBA PROPERTIES, INC., a Florida corporation

By: 

J. Coleman Prewitt

Its: Corporate Counsel


Print Name: Kay Mathre


Print Name: CATHLEEN CULLEN RAWLINSON

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Andrew Kizer, whose name as Manager of Foresite, LLC, an Alabama limited liability company, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, Andrew Kizer as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal the 16 day of NOVEMBER, 2001

Clint A. Highman
Notary Public

(NOTARIAL SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J. Coleman Prewitt, whose name as Corporate Counsel of SBA Properties, Inc., a Florida corporation, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, J. Coleman Prewitt as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal the 27th day of November, 2001

R. Carbone
Notary Public

(NOTARIAL SEAL)



EXHIBIT B

PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

LEASE AREA:

A parcel of land lying in the Northwest Quarter of the Northeast Quarter of Section 16, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commencing at a 1.5" open top pipe at the northeast corner of a parcel of land as recorded in Inst. # 1993-40489, in the office of the Judge of Probate, Shelby County, Alabama, said pipe also being at the intersection of the east line of said Northwest Quarter of the Northeast Quarter and the southright of way of County Road 26 (80 r/w); thence run South 00 deg. 18 min. 39 sec. East along the east line of said parcel of land and the east line of said Northwest Quarter and also along an old wire fence line a distance of 412.40 feet to a point; thence run South 89 deg. 41 min. 21 sec. West a distance of 9.70 feet to a 5/8" rebar set (19753) and the point of Beginning; thence run South 00 deg. 22 min. 57 sec. East a distance of 100.00 feet to a 5/8" rebar set (19753); thence run South 89 deg. 46 min. 57 sec. West a distance of 100.00 feet to a 5/8" rebar set (19753); thence run North 00 deg. 22 min. 57 sec. West a distance of 100.00 feet to a 5/8" rebar set (19753); thence run North 89 deg. 46 min. 57 sec. East a distance of 100.00 feet to the Point of Beginning.

40 foot Ingress/Egress & Utility Easement:

A parcel of land lying in the Northwest Quarter of the Northeast Quarter of Section 16, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commencing at a 1.5" open top pipe at the northeast corner of a parcel of land as recorded in Inst. # 1993-40489, in the office of the Judge of Probate, Shelby County, Alabama, said pipe also being at the intersection of the east line of said Northwest Quarter of the Northeast Quarter and the southright of way of County Road 26 (80 r/w); thence run South 00 deg. 18 min. 39 sec. East along the east line of said parcel of land and the east line of said Northwest Quarter and also along an old wire fence line a distance of 412.40 feet to a point; thence run South 89 deg. 41 min. 21 sec. West a distance of 9.70 feet to a 5/8" rebar set (19753) at the northeast corner of above described 100' X 100' Lease Parcel; thence run South 89 deg. 46 min. 57 sec. West along the north line of said Lease Parcel a distance of 100.00 feet to a 5/8" rebar set (19753); thence run South 00 deg. 22 min. 57 sec. East along the west line of said Lease Parcel a distance of 24.12 feet to the Point of Beginning of an Ingress/Egress and Utility Easement, being 40 feet in width and 20 feet each side of the following described centerline; thence run North 63 deg. 03 min. 56 sec. West a distance of 53.06 feet to a point; thence run South 83 deg. 09 min. 39 sec. West a distance of 30.10 feet to a point; thence run North 54 deg. 34 min. 04 sec. West a distance of 18.02 feet to a point; thence run North 03 deg. 55 min. 02 sec. West a distance of 46.85 feet to a point; thence run North 01 deg. 54 min. 59 sec. West a distance of 261.82 feet to a point; thence run North 02 deg. 36 min. 18 sec. East a distance of 103.81 feet, more or less to a point on the south right of way of said County Road No. 26 and the Point of Ending. Said easement lies in the NW 1/4 of the NE 1/4 of Section 16, Township 21 South, Range 3 West, Shelby County, Alabama.

EXHIBIT "A"

The Ground Lease

Site # AL07264-A

WP064371;2

Site No.: 044-188-000
Site Name: Alabaster

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (the Agreement) is entered into as of the 21st day of July, 2000, between Glenda K. Payne, a widowed woman, (the "LANDLORD") and FORESITE, LLC, an Alabama limited liability company (the "TENANT").

PROPERTY

LANDLORD is the owner of certain real property located in Shelby County, State of Alabama, and TENANT desires to obtain an option to lease a portion of such real property, containing approximately 10,000 Square Feet, together with an easement thereto, as hereinafter described (such portion of real property and such easement being hereinafter called the "Property"). The Property is more specifically described in and substantially shown on the Exhibit "A" attached hereto and made a part hereof.

OPTION

NOW THEREFORE, in consideration of the sum of One Hundred and No/100 Dollars (\$100.00) (the "Option Money"), to be paid by TENANT to LANDLORD upon Tenant's execution of this Agreement, LANDLORD hereby grants to TENANT the exclusive right and option (the "Option") to lease the Property in accordance with the terms and conditions set forth herein.

Option Period. The Option may be exercised at any time on or prior to January 22, 2001 (the "Option Period"). At TENANT's election, and upon TENANT's written notice to LANDLORD prior to expiration of the Option Period, the Option Period may be further extended for an additional period of six (6) months, through and including July 22, 2001, with an additional payment of One Hundred and No/100 Dollars (\$100.00) by TENANT to LANDLORD for the extension of the Option Period. The Option Period may be thereafter further extended by mutual agreement in writing. If TENANT fails to exercise the Option within the Option Period, as it may thereafter be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed completely surrendered, LANDLORD shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

Title. LANDLORD warrants that LANDLORD is seized of good and marketable title to the Property and has the full power and authority to enter into and execute this Agreement. LANDLORD further warrants that there are no deeds to secure debt, mortgages, liens or judgments encumbering the Property except as set forth in Exhibit B, and that there are no other encumbrances on the title to the Property that would prevent TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this Agreement, except as set forth in Exhibit B.

Inspections. LANDLORD shall permit TENANT during the Option Period, and any extension thereof, free ingress and egress to the Property by TENANT and its employees, agents and contractors to conduct structural strength analyses, subsurface boring tests, radio frequency tests and such other

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Site Name: Alabaster

tests, investigations and similar activities as TENANT may deem necessary, at the sole cost of TENANT. TENANT and its employees, agents, and contractors shall have the right to bring the necessary vehicles and equipment onto the Property and the Surrounding Property to conduct such tests, investigations and similar activities, and may remove any trees or foliage incidental thereto. TENANT shall indemnify and hold LANDLORD harmless against any loss or damage for personal injury and physical damage to the Property, LANDLORD's Surrounding Property or the property of third parties resulting from any such tests, investigations and similar activities.

Surveys. LANDLORD also hereby grants to TENANT the right to survey the Property and LANDLORD's Surrounding Property or portion thereof, and the legal description of the Property on the survey obtained by TENANT shall then become Exhibit "C", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A".

Governmental Approvals. TENANT's ability to use the Property is contingent upon its obtaining all certificates, permits, and other approvals that may be required by any federal, state or local authorities. If requested by TENANT, any such applications may be filed with respect to, not only the Property, but also LANDLORD's Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license or approval for the Property deemed necessary by TENANT. LANDLORD agrees not to register any written or verbal opposition to any such procedures.

Exercise of Option. TENANT shall exercise the Option by written notice to LANDLORD by certified mail, return receipt requested. The notice shall be deemed effective on the date it is posted. On and after the date of such notice, this Agreement shall also constitute a lease agreement between LANDLORD and TENANT on the following terms and conditions:

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LEASE AGREEMENT

1. **Lease of Property.** LANDLORD hereby leases to TENANT the Property, which lease includes the grant of a nonexclusive right and easement during the term of this Agreement 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 the forty-foot (40') wide easement extending from the nearest public right-of-way, which is known as **Kent Dairy Road/Highway 26**, to the Property, as such right-of-way is shown on Exhibit "A" hereto (the "Easement").

2. **Initial Term and Rental.** This Agreement shall be for an initial term of five (5) years beginning on the date the Option is exercised by TENANT at a monthly rental of Six Hundred Twenty-five and No/100 Dollars (\$625.00), to be paid in equal monthly installments on the commencement date, in advance, to **Glenda K. Payne**, or to such other person, firm or place as the LANDLORD may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. TENANT shall make all monthly rental payments on the anniversary of the commencement date through out the lease term and any renewal terms.

3. **Extension of Term.** TENANT shall have the option to extend the term of this Agreement for five (5) additional consecutive five (5) year periods. Each option for an extended term shall be deemed automatically exercised without notice by TENANT to LANDLORD unless TENANT gives LANDLORD written notice of its intention not to exercise any such option, prior to the beginning of the extended rental term, in which case, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended as provided in this Agreement.

4. **Extended Term Rental.** The annual rental for the extended terms shall be as follows:

<u>Extended Term</u>	<u>Annual Rental</u>
1st	\$8,625.00
2nd	\$9,918.75
3rd	\$11,406.56
4th	\$13,117.55
5th	\$15,085.18

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term.

5. **Continuance of Lease.** If, at least six (6) months prior to the end of the fifth (5th) extended term, either LANDLORD or TENANT has not given the other written notice of its desire that the term of this Agreement end at expiration of the fifth (5th) extended term, then upon the expiration of the fifth (5th) extended term this Agreement shall continue in force upon the same covenants, terms

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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 any such annual term. The rental during such annual terms shall be equal to the rent paid for the last year of the fifth (5th) extended term increased by three percent (3%) each year for which the lease is continued under the above provisions. Said rent shall be paid consistent with the provisions in Paragraph 2 above.

6. Use. TENANT shall use the Property for the purpose of constructing, maintaining and operating communication facilities and uses incidental thereto, which facilities may consist of such buildings as are necessary to house telecommunications equipment and for related office space, free standing monopoles or other types of antenna structures of sufficient height, as determined by TENANT, now or in the future to meet TENANT's telecommunication needs and all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of TENANT, be placed around the perimeter of the Property (collectively, the "Communications Facility"). All improvements to the Property necessary for TENANT's use shall be made at TENANT's sole expense. LANDLORD grants TENANT the right to use such portions of LANDLORD's Surrounding Property as are reasonably required for the construction, installation, maintenance, and operation of the Communications Facility, including (1) the right of ingress, egress, and regress to and from the Property for construction machinery and equipment, (2) the right to use such portions of LANDLORD's Surrounding Property as are reasonably necessary for storage of construction materials and equipment during construction of the Communications Facility, and (3) the right to construct and maintain improvements on LANDLORD's Surrounding Property and/or the Easement reasonably necessary for the maintenance and operation of the Communications Facility. TENANT will maintain the Property and all of TENANT's improvements on the Property in a reasonable condition.

TENANT, at TENANT's option, may erect monopoles, self-supporting towers, ~~guyed towers,~~ or other such structures suitable for its proposed use. ~~Should TENANT choose to erect a guyed tower, LANDLORD hereby grants an appurtenant easement to TENANT in, over, and across the Property as well as the property owned by LANDLORD surrounding the Property, as is deemed necessary by TENANT, its successors or assigns, for the purpose of anchoring, mounting, maintaining, repairing and replacing guy wires extending from TENANT's towers. The easement granted herein shall extend such distance from the TENANT's towers as is reasonably necessary, in TENANT's sole discretion, to properly support said towers with the area over which such wires extend being considered a part of the easement area and the leased Property.~~ LANDLORD grants TENANT the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut, all tree limbs which may interfere with or fall upon TENANT's towers ~~or the tower's guy wires~~ or the TENANT's other improvements.

7. Governmental Approvals. LANDLORD shall cooperate with TENANT in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for TENANT's use of the Property. The obligations of LANDLORD as set forth herein during the Option Period with respect to governmental approvals shall continue

throughout the term of this Agreement. If at any time during the term of this Agreement, TENANT is unable to use the Property for a Communications Facility in the manner intended by TENANT due to imposed zoning conditions or requirements, or in the event that after the exercise of the Option, any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable 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 a Communications Facility in the manner intended by TENANT, TENANT shall have the right to terminate this Agreement by written notice to LANDLORD and all rentals paid to LANDLORD prior to the termination date shall be retained by LANDLORD. Upon such termination, this Agreement shall become null and void and LANDLORD and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

8. **Indemnification.** TENANT shall indemnify and hold LANDLORD harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by TENANT or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LANDLORD or its employees or agents. LANDLORD shall indemnify and hold TENANT harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property or LANDLORD's Surrounding Property by LANDLORD or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of TENANT or its employees or agents. LANDLORD agrees that TENANT may self-insure against any loss or damage, which could be covered by a comprehensive general liability policy. TENANT shall maintain in full force during the initial term and any renewal term of this Agreement, Comprehensive General Liability Insurance in the amount of \$1,000,000.00 per occurrence.

9. **Taxes.** TENANT shall be responsible for making any necessary returns for and paying any and all other property taxes separately levied or assessed against the improvements constructed by TENANT on the Property. TENANT shall reimburse LANDLORD, as additional rent, for any increase in ad valorem real estate taxes levied against the Property which are directly attributable to the improvements constructed by TENANT on the Property and are not separately levied or assessed by the taxing authorities against TENANT or the improvements of TENANT. LANDLORD shall pay all other ad valorem real property taxes levied against the Property on or before the date such taxes become delinquent. TENANT may, at TENANT's sole option, pay any delinquent taxes levied against LANDLORD's property and then deduct any amount paid from future rents due.

10. **Termination.** TENANT shall have the right to terminate this Agreement by written notice to LANDLORD at any time upon the occurrence of any of the following events: (a) any certificate, permit, license or approval necessary for the construction or operation of the Communications Facility in the manner intended by TENANT is rejected, cancelled, expires, lapses, or is otherwise withdrawn or terminated, or TENANT determines the cost of obtaining or retaining any such certificate, permit, license or approval, or of complying with applicable legal and regulatory requirements, is unreasonable; or (b) TENANT determines that, based upon imposed zoning

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conditions or requirements, soil boring tests, radio frequency propagation tests, or interference with TENANT's reception or transmission, the Property is inappropriate for the uses intended by TENANT; or (c) LANDLORD does not have good and marketable title to the Property or does not have the full power and authority to enter into and execute this Agreement or Property is encumbered in a way which restricts TENANT's use; or (d) for any other reason, in its sole discretion determines that it will be unable to use this Property so long as TENANT delivers 30 days' prior written notice of its intent to terminate this Agreement. Upon termination, all prepaid rent will be retained by LANDLORD unless such termination is due to LANDLORD's failure of proper ownership or authority, or such termination is a result of LANDLORD's default. Upon such termination, this Agreement shall be come null and void and LANDLORD and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

11. **Removal of Improvements.** Title to all improvements constructed or installed by TENANT on the Property shall remain with TENANT, and all improvements constructed or installed by TENANT shall at all times be and remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Property. TENANT, upon termination of this Agreement, shall, within a reasonable period, remove all improvements, fixtures and personal property constructed or installed on the Property by TENANT and restore the Property to its original above grade condition, reasonable wear and tear excepted. At LANDLORD's option, upon termination of this Agreement and upon LANDLORD's written notice within thirty (30) days from notification of termination to TENANT, TENANT will leave the foundation and security fence on the Property to become the property of LANDLORD. If such removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing annual rate on a pro rated basis until such time as the removal is completed.

12. **Quiet Enjoyment.** LANDLORD covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Property and the leasehold estate granted to TENANT by virtue of this Agreement.

13. **Assignment and Subleasing.** TENANT, at its sole discretion, shall have the right to assign or transfer this Agreement, or sublet all or any portion of the Site, including, but not limited to, ground space and tower space, to any third party without the consent of LANDLORD. TENANT's assignee(s), transferee(s) or sublessee(s) shall be entitled to rights of twenty-four (24) hour per day, seven day per week unobstructed ingress and egress to the Site and the right to install utilities on the Site and exercise all rights of TENANT as if such assignee(s), transferee(s) or sublessee(s) were TENANT under this Agreement.

14. **Condemnation.** If the whole of the Property, or such portion thereof as will make the Property unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall, in TENANT's sole option, cease from the time when possession thereof is taken by the public authority, and rental shall be accounted for as between LANDLORD and TENANT as of that date. Any lesser condemnation shall in no way

affect the respective rights and obligations of LANDLORD and TENANT hereunder. However, nothing in this paragraph shall be construed to limit or adversely affect TENANT's right to an award of compensation from any condemnation proceeding for the taking of TENANT's leasehold interest hereunder or for the taking of TENANT's improvements, fixtures, equipment, and personal property.

15. **Subordination.** At LANDLORD's option, this Agreement shall be subordinate to any deed to secure debt or mortgage by LANDLORD which now or hereafter may encumber the Property, provided, that no such subordination shall be effective unless the holder of every such deed to secure debt or mortgage shall, either in the deed to secure debt or mortgage or in a separate agreement with TENANT, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LANDLORD's interest in the Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of TENANT hereunder, and this Agreement shall continue in full force and TENANT shall have the right to continue its use and occupancy of the Property in accordance with the provisions of this Agreement as long as TENANT is not in default of this Agreement beyond applicable notice and cure periods. TENANT shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Property is encumbered by a deed to secure debt or mortgage on the date of the exercise of the Option, TENANT shall furnish to LANDLORD a non-disturbance agreement, and LANDLORD, no later than ten (10) days after receipt of such non-disturbance agreement, shall return to TENANT such non-disturbance agreement executed in recordable form by the holder of each deed to secure debt or mortgage.

16. **Title Insurance.** TENANT, at TENANT's option and sole expense, may obtain a title insurance policy, title commitment, title report, abstract, or any other reports to insure the suitability of the property for lease. LANDLORD agrees to cooperate with TENANT's efforts to obtain the above-mentioned documents or obtaining requested documentation as required by the title insurance company. If LANDLORD fails to provide requested documentation within thirty (30) days of TENANT's request, or fails to provide any non-disturbance agreement required in the preceding paragraph of this Agreement, TENANT, at TENANT's option, may withhold and accrue the annual rental or any pro rated portion thereof until such time as all such documentation is received by TENANT.

17. **Hazardous Substances.** LANDLORD hereby warrants and affirms that to the best of her knowledge there are no hazardous substances under or around the Property. LANDLORD shall hold TENANT harmless from and indemnify TENANT against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from the presence of hazardous substances on, under or around the Property or resulting from hazardous substances being generated, stored, disposed of or transported to, on, under or around the Property as long as the hazardous substances were not generated, stored, disposed of or transported to, on, under or around the Property by TENANT or its employees, agents or contractors. TENANT shall hold LANDLORD harmless from and indemnify LANDLORD against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from hazardous substances generated, stored, disposed of or transported to, on or under the Property as a result of TENANT's use of the Property.

Site No.: 044-188-000
Site Name: Alabaster

For purposes of this Agreement, "hazardous substances" shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which on the Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the property or property adjacent thereto, or (iv) any substance the presence of which on the property requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended. "Hazardous Substance Law" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act; 42 U.S.C. § 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. § 11001 et seq.; and any applicable state law or regulation.

18. **Opportunity to Cure.** If TENANT shall fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LANDLORD shall first provide TENANT with written notice of the failure and provide TENANT with a thirty (30) day period to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty (60) day period to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, TENANT shall be afforded a reasonable period of time to cure the failure provided that TENANT promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

19. **Governing Law.** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State in which the Property is located.

20. **Notices.** All notices hereunder must be in writing and shall be deemed validly given on the date when deposited in the United States mail, by certified mail, return receipt requested, addressed as follows (or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days prior thereto):

TENANT: ForeSite, LLC
One Riverchase Ridge
Suite 350
Birmingham, Alabama 35244
Attn: Lease Department

LANDLORD: Glenda K. Payne
544 Kent Dairy Road
Alabaster, Alabama 35007

The parties may substitute recipient's names and addresses by giving notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

21. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of LANDLORD and TENANT and shall constitute covenants running with the land.

22. **Arbitration.** In case of dispute over the terms of this Agreement, or of any claim, suit or controversy arising out of or relating to in any way the activities described therein, all parties agree to submit such claim, suit, controversy or dispute shall be submitted to arbitration pursuant to the Rules of the American Arbitration Association, and agree that such arbitration shall be final and binding on all parties.

23. **Miscellaneous.** This Agreement cannot be modified except by a written modification executed by LANDLORD and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LANDLORD and TENANT, and no verbal or oral agreements, promises, statements, assertions or representations by LANDLORD or TENANT or any employees, agents, contractors or other representations of either, shall be binding upon LANDLORD or TENANT. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement. At the request of TENANT, LANDLORD agrees to execute a memorandum or short form of this Agreement in recordable form, attached hereto, setting forth a description of the Property, the term of this Agreement and other information desired by TENANT for the purpose of giving public notice thereof to third parties.) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

24. **Confidentiality.** LANDLORD agrees that all terms of this Agreement, and any information furnished to LANDLORD by TENANT in connection with this Agreement, shall be and remain confidential. LANDLORD shall not disclose any such terms or information without the prior

Site No.: 044-188-000
Site Name: Alabaster

written consent of TENANT.

25. **Interference.** Should the LANDLORD, at any time during the term of this Agreement, decide to sell all or any part of her 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. Landlord 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, in TENANT'S sole judgment, such installation would interfere with the facilities in use by TENANT.

26. **Survival.** The provisions hereof, which by their nature are continuing, shall continue to bind the parties beyond any termination hereof.

27. **Addendum.** If LANDLORD and TENANT have agreed to amend any of the foregoing terms of this Agreement, including the Option terms, by the attached Addendum to Option and Lease Agreement, the LANDLORD's initials appear here [GKP], the TENANT's initials appear here [JW], and the attached Addendum to Option and Lease Agreement is incorporated herein and made a part hereof by this reference.

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

LANDLORD:

Glenda K. Payne

By: Glenda K. Payne (SEAL)

TENANT:

FORESITE, LLC,
An Alabama limited liability company

By: John W. McRoberts (SEAL)

Name: John W. McRoberts
Title: Manager

Site No.: 044-188-000
Site Name: Alabaster

**ADDENDUM TO
OPTION AND LEASE AGREEMENT**

**BETWEEN Glenda K. Payne, a widowed woman, as LANDLORD, and FORESITE, LLC, as
TENANT**

DATED 7-21-00

LANDLORD and TENANT hereby agree that the terms and conditions of the Agreement are hereby supplemented and/or amended as follows:

1. LANDLORD and TENANT hereby agree that the self-supporting tower will have no guy wires per Paragraph 2, Section 6 ("Use") of the Lease Agreement and will be contained in the 10,000 square foot area per Option and Lease Agreement, "Property" section.
2. LANDLORD AND TENANT hereby agree that for every sublease, TENANT will pay to LANDLORD an additional Two Hundred and No/100 (\$200.00) Dollars per month for the length that said sublease exists, (hereinafter referred to as "additional rent"); however, TENANT shall be allowed one sublease without additional rent being required.
3. LANDLORD AND TENANT hereby agree that TENANT shall repair the existing access road to the pre-construction condition.

Any capitalized term used in this Addendum and not otherwise defined herein shall have the meaning given such term in the Agreement. In the event of any conflict between the Agreement (without this Addendum) and this Addendum, this Addendum shall control.

LANDLORD's initials: GKP

TENANT's initials JWM

[This Addendum page to remain in lease even if not used]

Site No.: 044-188-000
Site Name: Alabaster

After recording return to:
ForeSite, LLC
One Riverchase Ridge
Suite 350
Birmingham, AL 25244
Attn: Lease Department

STATE OF ALABAMA

SHELBY COUNTY

The Above Space for Recorder's Use Only

MEMORANDUM OF OPTION

THIS MEMORANDUM OF OPTION ("Memorandum") is executed this 21st day of July, 2000, by and between **Glenda K. Payne, a widowed woman**, ("Landlord"), whose mailing address is 544 Kent Dairy Road, Alabaster, Alabama 35007, and **FORESITE, LLC**, an **Alabama limited liability company** ("Tenant"), whose mailing address is One Riverchase Ridge, Suite 350, Birmingham, Alabama, 35244.

SUCH MEMORANDUM provides in part that Landlord grants to Tenant an option to lease a certain site ("Site") located adjacent to Kent Dairy Road/Highway 26, County of Shelby, State of Alabama, within the property of Landlord which is described on Exhibit "A" attached hereto, pursuant to a Lease Agreement. The term of the option commenced on July 21, 2000, and will terminate on January 22, 2001.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

LANDLORD:

Glenda K. Payne

By: Glenda K. Payne (SEAL)

Site No.: 044-188-000
Site Name: Alabaster

TENANT:

FORESITE, LLC
An Alabama limited liability company

By: John W. McRoberts (SEAL)

Name: John W. McRoberts
Title: Manager

Site No.: 044-188-000
Site Name: Alabaster

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Glenda K. Payne, a widowed woman, whose name as Landlord, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand this the 17th day of July, 2000.

(NOTARIAL SEAL)

Frederic E Peoples
Notary Public

My Commission Expires February 17, 2002
My Commission Expires: _____

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that John W. McRoberts, whose name as Manager of ForeSite, LLC, an Alabama 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 the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said partnership.

GIVEN under my hand this the 21st day of July, 2000.

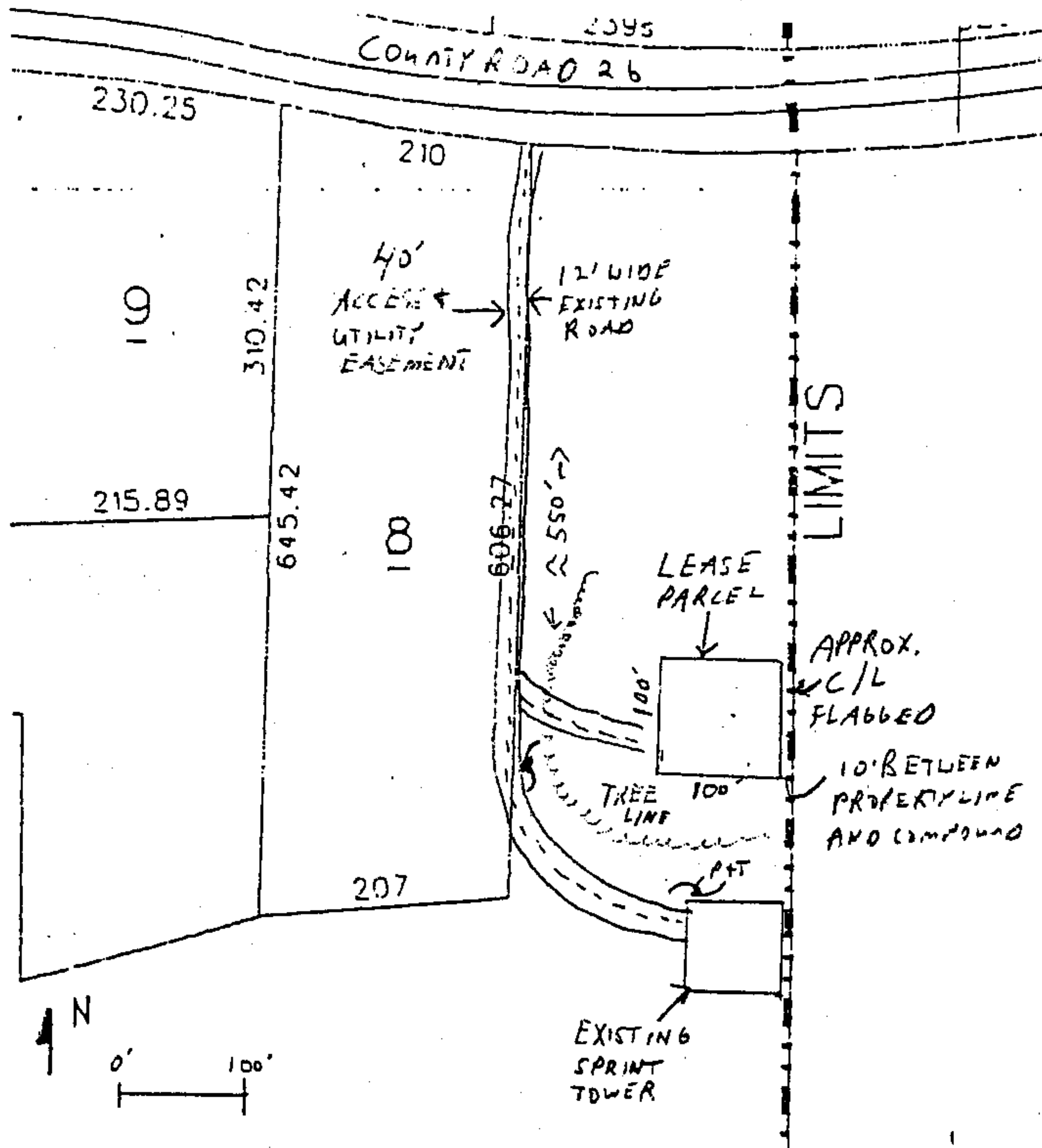
(NOTARIAL SEAL)

James H. Dwyer
Notary Public

My Commission Expires: 8-7-01

Site No.: 044-188-000
Site Name: Alabaster

EXHIBIT A
(Description of the Leased Property)
(Attach Site Sketch until Legal Description can be obtained)



LANDLORD's initials Gkp

TENANT's initials JWM

Site No.: 044-188-000
Site Name: Alabaster

EXHIBIT B

List all Deeds to Secure Debts, Mortgages, Liens or Judgments encumbering the Property.

If none, please state none.

Debts: None

Lender:

Loan Officer Name and Telephone:

Loan Number:

Liens: None

Judgments: None

LANDLORD's initials GKP

TENANT's initials Jwm

Site No.: 044-188-000
Site Name: Alabaster

EXHIBIT C

Legal Description and Survey of the Leased Property (to be attached at a later date).

LANDLORD's initials G k P

TENANT's initials _____

Site No.: 044-188-000
Site Name: Alabaster

After recording return to:
ForeSite, LLC
One Riverchase Ridge
Suite 350
Birmingham, AL 25244
Attn: Lease Department

Inst # 2000-34210

09/28/2000-34210
11:03 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MEL 148.00

STATE OF ALABAMA

SHELBY COUNTY

The Above Space for Recorder's Use Only

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is executed this 26 day of SEPTEMBER, 2000, by and between Glenda K. Payne, a widowed woman, ("Landlord"), whose mailing address is 544 Kent Dairy Road, Alabaster, Alabama 35007, and FORESITE, LLC, an Alabama limited liability company ("Tenant"), whose mailing address is One Riverchase Ridge, Suite 350, Birmingham, Alabama, 35244.

WHEREAS, Landlord and Tenant executed and entered into an Option and Lease Agreement (the "Lease") dated July 21, 2000 for the purpose of installing, operating and maintaining radio communication facilities and other improvements on the Property (as hereinafter defined).

WHEREAS, the parties wish to provide a memorandum of the lease, to supplement the description of the Property (as hereinafter defined), to acknowledge Tenant's exercise of its option under the Lease and to provide for a commencement date under the Lease.

NOW, THEREFORE, in consideration of the Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Lease Term.** The terms of the Lease shall be Five (5) years commencing on the date the Option is exercised by Tenant, (the "Commencement Date"), and terminating at midnight on the Fifth (5th) anniversary of the Commencement Date (the "Initial Term"). Tenant has the option under the terms of the Lease to extend the Lease for Five (5) additional Five (5) year terms (the "Renewal Terms").

2. **Property.** Subject to the terms of the Lease, as may be amended from time to time, Landlord has leased to Tenant the real property described on Exhibit "A" attached hereto (the "Property") and Landlord has granted unto Tenant, for the Initial Term and any Renewal Term, easements for ingress, egress and utilities over that real property also described in Exhibit "A" attached hereto (the "Easement").

3. **Notices.** All notices, requests, demands, and other communications to Landlord or Tenant shall be made at the addresses for each as set forth above, unless otherwise notified in writing.

Site No.: 044-188-000
Site Name: Alabaster

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

LANDLORD:

Glenda K. Payne

By: Glenda K. Payne (SEAL)

TENANT:

FORESITE, LLC,
An Alabama limited liability company

By: John W. McRoberts (SEAL)

Name: John W. McRoberts

Title: Manager

Site No.: 044-188-000
Site Name: Alabaster

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Glenda K. Payne, a widowed woman, whose name as Landlord, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand this the 17th day of July, 2000.

(NOTARIAL SEAL)

Freida E Peoples
Notary Public

My Commission Expires: February 17, 2001

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that John W. McRoberts, whose name as Manager of ForeSite, LLC, an Alabama 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 the said instrument, he, as such manager and officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand this the 21st day of July, 2000.

(NOTARIAL SEAL)

Augusta D. Duff
Notary Public

My Commission Expires: 8-7-01

Site No.: 044-188-000
Site Name: Alabaster

EXHIBIT A

100' X 100' LEASE AREA

A Parcel of land lying in the Northwest Quarter of the Northeast Quarter of Section 16, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commencing at a 1.5" open top pipe at the northeast corner of a parcel of land as recorded in Instrument No. 1993-40489 in the Office of the Judge of Probate, Shelby County, Alabama, said pipe also being at the intersection of the east line of said Northwest Quarter of the Northeast Quarter and the south right-of-way of County Road 26 (80 r/w); thence run S 00°18'39" E along the east line of said parcel of land and the east line of said Northwest Quarter and also along an old wire fence line a distance of 412.40 feet to a point; thence run S 89°41'21" W a distance of 9.70 feet to a 5/8" rebar set (19753) and the Point of Beginning; thence run S 00°22'57" E a distance of 100.00 feet to a 5/8" rebar set (19753); thence run S 89°46'57" W a distance of 100.00 feet to a 5/8" rebar set (19753); thence run N 00°22'57" W a distance of 100.00 feet to a 5/8" rebar set (19753); thence run N 89°46'57" E a distance of 100.00 feet to the Point of Beginning. Said described property contains 0.23 acres, more or less.

40' INGRESS/EGRESS & UTILITY EASEMENT

A Parcel of land lying in the Northwest Quarter of the Northeast Quarter of Section 16, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commencing at a 1.5" open top pipe at the northeast corner of a parcel of land as recorded in Instrument No. 1993-40489 in the Office of the Judge of Probate, Shelby County, Alabama, said pipe also being at the intersection of the east line of said Northwest Quarter of Northeast Quarter and the south right-of-way of County Road 26 (80 r/w); thence run S 00°18'39" E along the east line of said parcel of land and the east line of said Northwest Quarter and also an old wire fence a distance of 412.40 feet to a point; thence run S 89°41'21" W a distance of 9.70 feet to a 5/8" rebar set (19753) at the northeast corner of above described 100' X 100' Lease Parcel; thence run S 89°46'57" W along the north line of said Lease Parcel a distance of 100.00 feet to a 5/8" rebar set (19753); thence run S 00°22'57" E along the west line of said Lease Parcel a distance of 24.12 feet to the Point of Beginning of an Ingress/Egress and Utility Easement, being 40 feet in width and 20 feet each side of the following described centerline; thence run N 63°03'56" W a distance of 53.06 feet to a point; thence run S 83°09'39" W a distance of 30.10 feet to a point; thence run N 54°34'04" W a distance of 18.02 feet to a point; thence run N 03°55'02" W a distance of 46.85 feet to a point; thence run N 01°54'59" W a distance of 261.82 feet to a point; thence run N 02°36'18" E a distance of 103.81 feet, more or less to a point on the south right-of-way of said County Road No. 26 and the Point of Ending. Said described easement contains 0.47 acres, more or less, and lies in the NW1/4 of NE1/4 of section 16, T-21-S, R-3-W, Shelby County, Alabama.

SITE SURVEY
044-166-000
ALABASTER
SEC. 16, T-21-S, R-3-W
ALABASTER, SHELBY COUNTY, ALABAMA

PLATE 1

[illegible]

NOTES

[illegible]

DEPARTMENT

一、政治：政治制度之改革，應以民權為基礎，而加強法治，以保障人民之自由與安全。政府應透明化，並加強與人民之溝通，以建立信任。

二、經濟：經濟發展應以創造就業為首要目標，並加強對中小企業之支持。同時，應注重環境保護，實現可持續發展。

三、教育：教育制度應改革，以培養人民之創新能力與批判性思維。政府應增加對教育之投入，並確保教育資源之公平分配。

四、社會：社會福利制度應完善，以保障人民之基本生活。同時，應加強對社會治安之維護，並促進社會和諧。

五、環境：環境保護應成為國家發展之重要組成部分。政府應制定嚴格之環保法規，並加強對污染企業之監管。

六、文化：文化建設應得到重視，以傳承與弘揚中華文化。政府應支持民間文化團體，並舉辦各種文化活動。

七、外交：外交政策應堅持獨立自主，並加強與各國之友好合作。同時，應積極參與國際事務，為維護世界和平與發展做出貢獻。

八、科技：科技創新應成為國家競爭力的核心。政府應加大對科技研發之投入，並鼓勵企業與學術機構合作。

九、法治：法治建設應加強，以確保法律之權威。政府應嚴格執法，並加強對司法系統之監督。

十、民生：民生問題應成為政府工作之重中之重。政府應關注人民之就業、收入、住房等問題，並採取有效措施加以解決。

總之，國家之未來在於人民之共同努力。我們應堅持改革開放，不斷完善各項制度，為實現中華民族之偉大復興而努力奮鬥。

1947

THE

Index

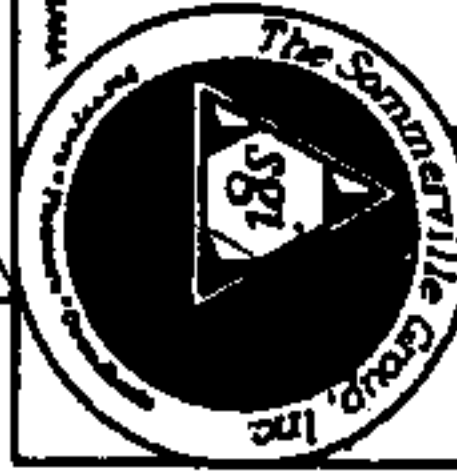
FLOOD NOTE

The following is a list of the names of the persons who have been appointed to the various positions in the various departments of the Government of the State of New York, for the year 1900:

[illegible]

SITE SURVEY
044-168-000
ALABASTER
SEC. 16, T-21-S, R-3-W
ALABASTER, SHELBY COUNTY, ALABAMA

09/28/2000-34210
11:03 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 HEL 148.00



The Sommerville Group, Inc.
Engineers • Surveyors • Planners • Consultants
1826 3rd Avenue North, Suite 215
Bessemer, Alabama 35899
Office: (205) 454-7000 Fax: (205) 454-1804

TYPE OF SURVEY BOUNDARY & TOPOGRAPHIC					
CLIENT FORESITE, LLC					
1 RIVERCHASE RIDGE, SUITE 350 BIRMINGHAM, ALABAMA 35244					
APPROVED DATE	REVISED DATE	DESIGNED DATE	DRAWN DATE	PROJECT NO.	
8-8-00	8-8-00	8-8-00	8-8-00	00-274	

[illegible]

OPTION AND LEASE AGREEMENT ADDENDUM

This Option and Lease Agreement Addendum is made and entered into as of the 30 day of September, 2001 by and between ForeSite, LLC, an Alabama limited liability company (the "TENANT"), and Glenda K. Payne, a widowed woman, (the "LANDLORD"), and shall modify the Option and Lease Agreement (the "Lease") entered into by TENANT and LANDLORD executed on the 21st day of July, 2000.

AGREEMENTS

TENANT and LANDLORD hereby agree that the terms and conditions of the Lease are hereby supplemented, modified, and amended as follows:

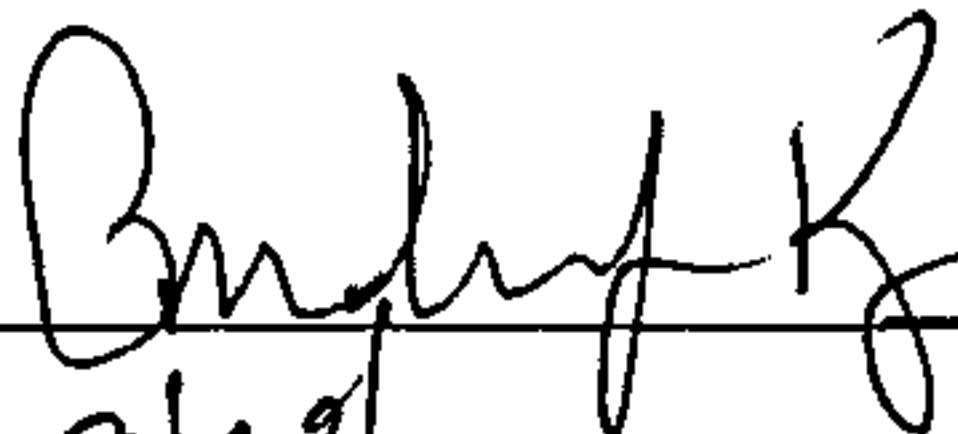
1. Page 11 – "ADDENDUM TO OPTION AND LEASE AGREEMENT" paragraph 2 shall have the following language added by reference and be incorporated herein:

LANDLORD and TENANT hereby agree that for the WP Media sublease, TENANT will pay to LANDLORD an additional Thirty Two and 50/100 (\$32.50) Dollars of rent per month for the length that said sublease exist in lieu of an additional Two Hundred and No/100 (\$200.00) Dollars.

All other terms of the Option and Lease Agreement shall remain in full force and effect.

TENANT:

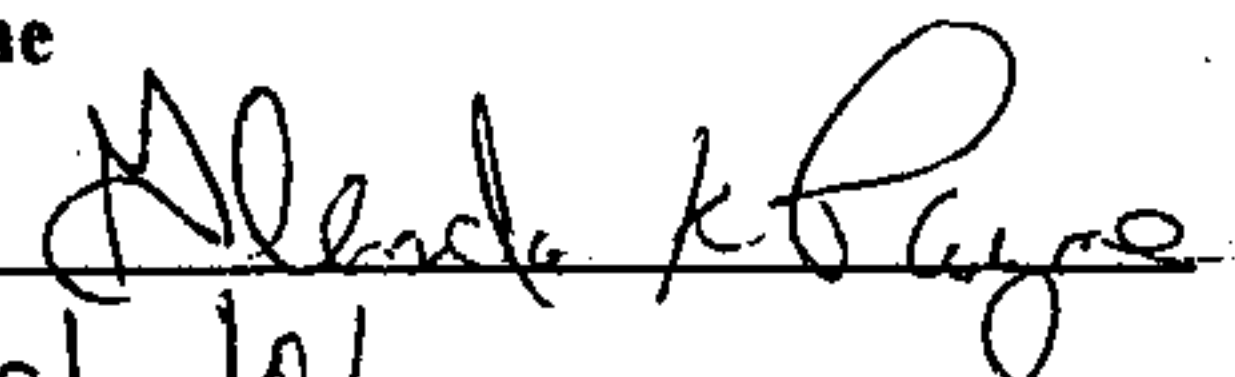
FORESITE, LLC
An Alabama limited liability company

By:  (Seal)
Date: 9/29/01

Name: Andrew L. Kizer
Title: Managing Member

LANDLORD:

Glenda K. Payne

By: 
Date: 9/19/01

STATE OF ALABAMA)
 :
SHELBY COUNTY)

GRANT OF EASEMENT

Permanent Non-Exclusive Easement

THIS GRANT OF EASEMENT, made and entered this 26 day of ,
SEPTEMBER, 2000 by and between Glenda K. Payne, a widowed woman, Brian Payne, an
unmarried man, Renee Grater, a married woman, and Jennifer Jones, a married woman,
of Shelby County, Alabama (collectively, hereinafter the "Grantors") and ForeSite, LLC,
an Alabama limited liability company, its successors and assigns (hereinafter "Grantee").

WHEREAS, the Grantors are the entire Heirs at Law of James L. Payne,
who died on or around August 1st, 1996, and at the time of his death owned real property
in Shelby County, Alabama, having a parcel ID number of 23-5-16-0-001-008 by the
Shelby County Tax Assessor (hereinafter "Parcel A"), and

WHEREAS, Glenda K. Payne and James L. Payne owned a parcel
adjacent to Parcel A as joint tenants with right of survivorship, having a parcel I.D.
number of 23-5-16-0001-011.005 by the Shelby County Tax Assessor (hereinafter
"Parcel B"), and

WHEREAS, the Easement described below is situated partially on Parcels
A and B, which easement is more specifically described in and substantially shown on
the Exhibit "A" attached hereto and incorporated herein by this reference, and

WHEREAS, pursuant to that certain lease dated
July 21, 2000, whereby Glenda K. Payne, conveyed real property to
ForeSite, LLC, a memorandum of which is recorded in the Shelby County Probate Office
in Book 2000, page 34210 ForeSite, LLC has leased a part of Parcel B for the purpose of
constructing and operating Grantee's communication tower; and

WHEREAS, Grantee desires to acquire from Grantors, and Grantors
desire to convey to Grantee the following permanent non-exclusive rights to an easement
as described herein;

WITNESSETH

Grantors, in consideration of the sum of Ten Dollars (\$10.00), and other
good and valuable consideration, paid to Grantors herewith by Grantee, the receipt and
sufficiency of which are hereby acknowledged, hereby grant, convey and warrant to
Grantee and its successors and assigns, a permanent non-exclusive Forty-foot (40.0')
easement and right-of-way ("Easement") in, within, on, through, over, across, or along

09/28/2000-34211
11:03 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
009 NEL 31.00

Inst # 2000-34211

the premises more particularly described in Exhibit "A" and shown on Exhibit "B", for the use by Grantee, its employees, agents and licensees for ingress, egress, regress, construction, operation, maintenance, repair, modification, relocation, and removal of equipment, towers, antennae, wires, cables, connections and fixtures (including but not limited to electric and telephone facilities) associated with Grantee's use of the real property, to have and to hold the Easement, together with all rights and privileges necessary or convenient for full enjoyment or use thereof (and including the right to clear and keep cleared all trees, roots, shrubs and other obstructions from the surface and subsurface of the Easement), to Grantee's own use and benefit perpetually.

Grantors represent and warrant that Grantors are the owners of the Easement; that Grantors have the right to enter into this agreement; that the individuals signing this agreement have the authority to sign; that Grantee is entitled to the quiet possession with unlimited access to the Easement at all times, free and clear of any liens or encumbrances; and that Grantors will not utilize the property contained in the Easement (nor permit others acting through or under Grantors) to interfere with the Easement hereinabove granted.

Grantors and Grantee each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorney's fees) and claims of liability or loss which arise out of the use and/or occupancy of the Easement by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party.

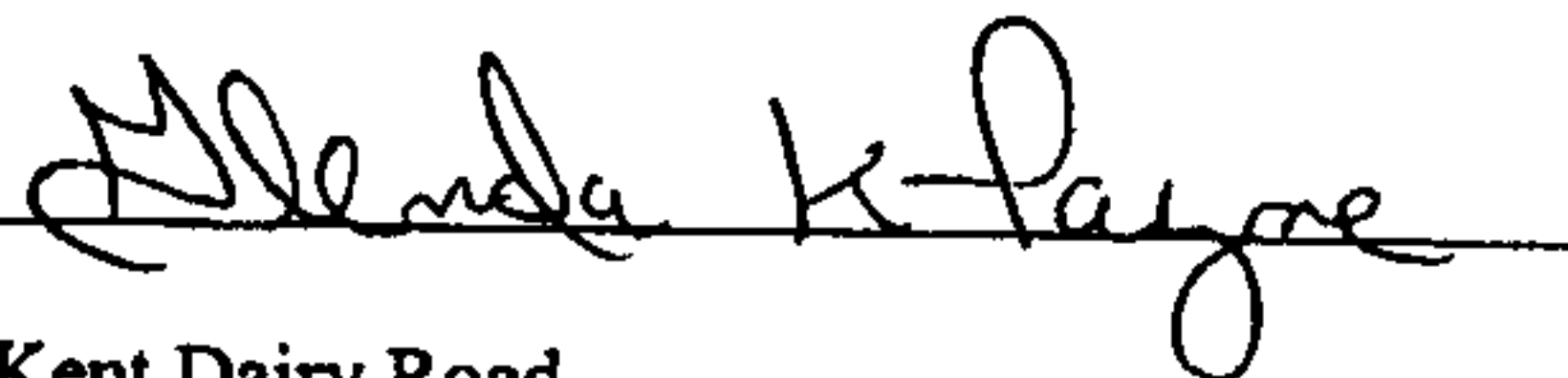
The Easement granted herein shall be permanent and perpetual and shall run with the land and shall be binding upon the successors and assigns of the parties hereto, and constitutes the entire agreement between the parties, superseding all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Easement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Grantors and Grantee have signed these presents on the date first above written.

GRANTORS for Parcel A

Glenda K. Payne, a widowed woman,
Individually and as heir at law of James L. Payne

By: _____



544 Kent Dairy Road
Alabaster AL 35007

Brian Payne, an unmarried man,
Individually and as heir at law of James L. Payne

By: Brian Payne

mailing
P.O. Box 758
Alabaster AL
35007

~~544 Kent Dairy Road~~
Alabaster, AL 35007

Physical Address
106 Christ's Way
Maylene, AL 35114

Renee Grater, a married woman, Individually and
as
Heir at law of James L. Payne

By: Renee Grater

~~548 Kent Dairy Road~~
Alabaster, AL 35007

178 Christ's Way
Maylene AL 35114

Jennifer Jones, a married woman, Individually and
as
Heir at law of James L. Payne

By: Jennifer Jones

~~7564 Kent Dairy Road, Lot 220~~
Alabaster, AL 35007

¹³⁶
~~106~~ Christ's Way
Maylene AL
35114

GRANTOR for Parcel B

Glenda K. Payne, a widowed woman,
joint Tenant with right of survivorship.

By: Glenda K Payne

544 Kent Dairy Road
Alabaster, AL 35007

GRANTEE

ForeSite, LLC

an Alabama limited liability company

By:

John W. McRoberts

Name: John W. McRoberts

Title: Manager

One Riverchase Ridge, Suite 350
Birmingham, AL 35244

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Glenda K. Payne, a widowed woman, Heir at Law of the Estate of James L. Payne, whose name as Grantor, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand this the 27th day of August, 2000.

(NOTARIAL SEAL)

Freida E. Peoples

Notary Public

My Commission

Expires: My Commission Expires February 17, 2002

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Brian Payne, an unmarried man, Heir at Law of the Estate of James L. Payne, whose name as Grantor, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand this the 27th day of August, 2000.

(NOTARIAL SEAL)

Ineida E Peoples
Notary Public

My Commission

Expires: My Commission Expires February 17, 2002

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Renee Grater, a married woman,, Heir at Law of the Estate of James L. Payne, whose name as Grantor, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand this the 27th day of August, 2000.

(NOTARIAL SEAL)

Ineida E Peoples
Notary Public

My Commission

Expires: My Commission Expires February 17, 2002

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jennifer Jones, a married woman, Heir at Law of the Estate of James L. Payne, whose name as Grantor, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand this the 27th day of August, 2000.

(NOTARIAL SEAL)

Freida E. Peoples
Notary Public

My Commission
Expires: My Commission Expires February 17, 2002

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Glenda K. Payne, a widowed woman, as joint tenant with right of survivorship, whose name as Grantor, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand this the 27th day of August, 2000.

(NOTARIAL SEAL)

Freida E. Peoples
Notary Public

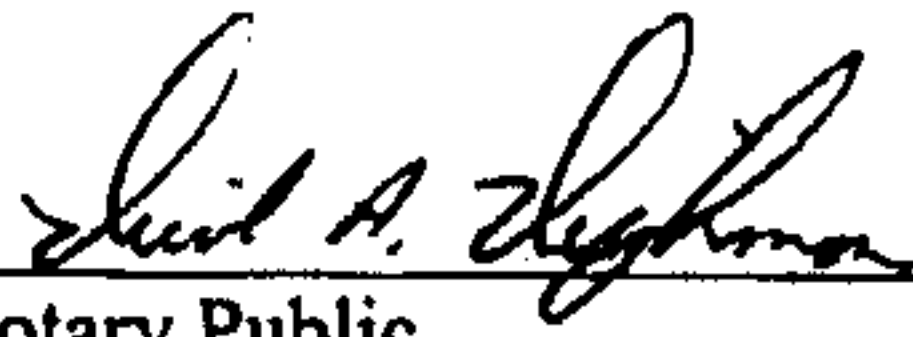
My Commission
Expires: My Commission Expires February 17, 2002

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John W. McRoberts, whose name as Manager of ForeSite, LLC, an Alabama limited liability company, whose name as Grantee, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such manager and officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand this the 26 day of SEPTEMBER, 2000.

(NOTARIAL SEAL)



Notary Public

My Commission
Expires: 9/22/02

EXHIBIT A
(Description of Easement)

40' INGRESS/EGRESS & UTILITY EASEMENT

A Parcel of land lying in the Northwest Quarter of the Northeast Quarter of Section 16, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commencing at a 1.5" open top pipe at the northeast corner of a parcel of land as recorded in Instrument No. 1993-40489 in the Office of the Judge of Probate, Shelby County, Alabama, said pipe also being at the intersection of the east line of said Northwest Quarter of Northeast Quarter and the south right-of-way of County Road 26 (80 r/w); thence run S 00°18'39" E along the east line of said parcel of land and the east line of said Northwest Quarter and also an old wire fence a distance of 412.40 feet to a point; thence run S 89°D41'21" W a distance of 9.70 feet to a 5/8" rebar set (19753) at the northeast corner of above described 100' X 100' Lease Parcel; thence run S 89°46'57" W along the north line of said Lease Parcel a distance of 100.00 feet to a 5/8" rebar set (19753); thence run S 00°22'57" E along the west line of said Lease Parcel a distance of 24.12 feet to the Point of Beginning of an Ingress/Egress and Utility Easement, being 40 feet in width and 20 feet each side of the following described centerline; thence run N 63°03'56" W a distance of 53.06 feet to a point; thence run S 83°09'39" W a distance of 30.10 feet to a point; thence run N 54°34'04" W a distance of 18.02 feet to a point; thence run N 03°55'02" W a distance of 46.85 feet to a point; thence run N 01°54'59" W a distance of 261.82 feet to a point; thence run N 02°36'18" E a distance of 103.81 feet, more or less to a point on the south right-of-way of said County Road No. 26 and the Point of Ending. Said described easement contains 0.47 acres, more or less, and lies in the NW1/4 of NE1/4 of section 16, T-21-S, R-3-W, Shelby County, Alabama.

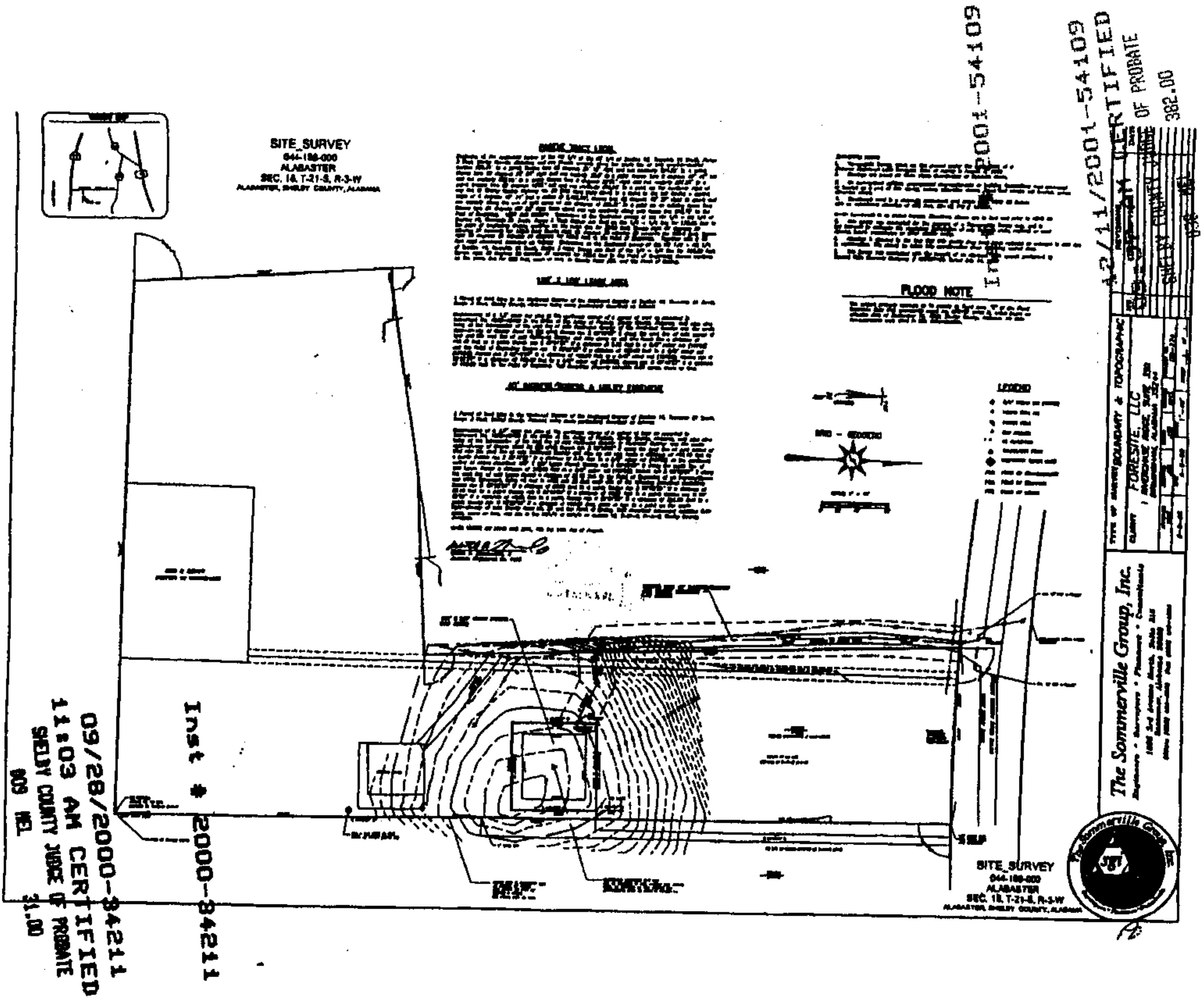
Grantors' Initials

G K P
BP
BJ
JJ

Grantee's Initials:

JWM

EXHIBIT B (Survey of Easement)



Grantors' Initials

GKP

Grantee's Initials:

JWM

12/11/2001-54109

09:57 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
038 HEL 382.00