

Prepared by and Return to:
TITLE & RECORDATION DEPARTMENT
Site No.: AL-1035
SpectraSite Communications, Inc.
100 Regency Forest Drive, Suite 400
Cary, North Carolina 27511

Inst # 2002-00236

Send tax bills to:
PROPERTY MANAGEMENT DEPARTMENT
Site No.: AL-1035
SpectraSite Communications, Inc.
100 Regency Forest Drive, Suite 400
Cary, North Carolina 27511

01/02/2002-00236
01:59 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 MEL 38.00

(Recorder's Use Above this Line)

STATE OF ALABAMA

COUNTY OF SHELBY

MEMORANDUM AND RATIFICATION OF AGREEMENT

THIS MEMORANDUM AND RATIFICATION OF AGREEMENT ("Memorandum") is made and entered into this 11th day of December, 2001, by and between **KERMIT H. ROBERSON**, an unmarried man ("Lessor"), and **TOWER ASSET SUB, INC.**, a Delaware corporation, successor-in-interest to Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, with an office at 100 Regency Forest Drive, Suite 400, Cary, North Carolina 27511 ("Lessee").

1. Lessor and Dial Call, Inc. d/b/a Nextel Communications entered into that certain Ground Lease Agreement dated May 16, 1995 (the "Lease"), for certain real property and easements as described in **Attachment B** attached hereto (collectively, the "Premises"), which are a portion of that certain parcel of real property owned by Lessor located in the County of Shelby, State of Alabama, described in **Attachment A** attached hereto (the "Land").
2. Dial Call, Inc. subsequently merged into and became known as Nextel South Corp., a Georgia corporation ("Nextel"). The Lease was assigned by Nextel to Tower Parent Corp., then subsequently assigned by Tower Parent Corp. to Lessee by Assignment of Leases dated April 20, 1999 ("Assignment"), a copy of which is attached as **Attachment C**, whereupon Lessee succeeded to the original rights and obligations of Nextel under the Lease.
3. The Lease commenced on August 1, 1995, for an initial term of five (5) years, with options to renew for four (4) additional five (5) year terms.

4. Lessor and Lessee have entered into that certain Amendment to the Ground Lease Agreement ("Amendment") dated December 11, 2000 modifying the size of the Premises, which is described and/or depicted in **Attachment B** attached hereto and which replaces Exhibit B of the Lease.
5. Notwithstanding anything to the contrary in the Lease, the description of the Premises shall be and is as shown on **Attachment B** attached hereto and incorporated herein by reference.
6. The purpose of this Memorandum is to give record notice of the Lease and the Assignments and Amendment and of the rights created thereby. For and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lease is hereby confirmed, ratified and restated in its entirety, and Lessor hereby leases to Lessee the Premises and grants to Lessee the other rights of the lessee under the Lease, and Lessee hereby agrees with Lessor to pay and perform the obligations of the lessee under the Lease, all so as to extinguish any doubts as to their existence and enforceability under Section 35-4-6 Alabama Code 1975 or any other law. In the event of a conflict between the terms of this Memorandum or the addition of any terms in this Memorandum which are not contained in the Lease, such conflicting or additional terms shall be deemed to be a part of the Lease as restated hereby and shall otherwise amend the Lease and be controlling. The terms of the Lease are incorporated herein by reference. Lessor and Lessee hereby formally approve all actions previously taken pertaining to the Lease and affirm the Lease and Memorandum as binding on all parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Memorandum under seal as of the date first set forth above.

LESSOR:

KERMIT H. ROBERSON, an unmarried man

Kermit H. Roberson (Seal)
Kermit H. Roberson

Date: 12-11-01

LESSEE:

TOWER ASSET SUB, INC., a Delaware corporation

[Signature] (Seal)
Daniel E. Rebeor

Director, Title & Recordation,
a Duly Authorized Individual

Date: 12/14/01

ATTEST:

[Signature]
Elizabeth C. Rives
Assistant Secretary
[AFFIX CORPORATE SEAL]



NOTARY ACKNOWLEDGEMENT FOR LESSOR:

State of Alabama

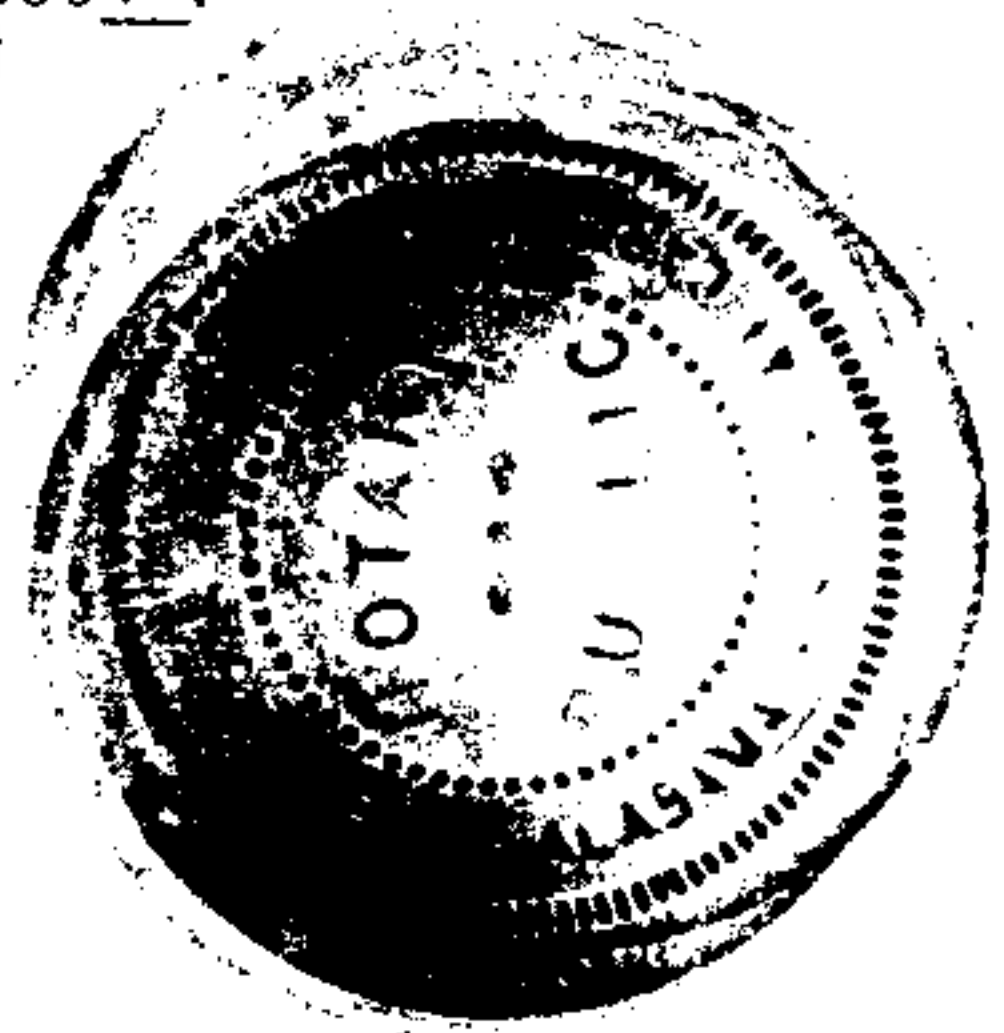
County of Shelby

This instrument was acknowledged before me on 12/11/01 by **Kermit H. Roberson**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 11th day of December, 2001.

Signature Doris J. Spear

My commission expires: 9/1/2002



NOTARY SEAL

NOTARY ACKNOWLEDGEMENT FOR LESSEE:

State of North Carolina

County of Wake

This instrument was acknowledged before me by Daniel E. Rebeor, who is the Director, Title & Recordation, a Duly Authorized Individual of **Tower Asset Sub, Inc.**, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 14th day of December, 2001.

Signature Kirsten J. Sexton

My commission expires: 12-29-04

KIRSTEN J. SEXTON
NOTARY PUBLIC
JOHNSTON COUNTY, N.C.
My Commission Expires 12-29-04

NOTARY SEAL

ATTACHMENT A
Land

Attached hereto and made a part of that Memorandum and Ratification of Agreement between **Kermit H. Roberson**, an unmarried man ("Lessor"), and **TOWER ASSET SUB, INC.**, a Delaware corporation ("Lessee").

The Land is depicted and described as follows:

LEGAL DESCRIPTION OF THE PARENT TRACT

A PARCEL OF LAND SITUATED IN SECTION 22, TOWNSHIP 22 SOUTH, RANGE 2 WEST, IN SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF THE WEST ½ OF THE NE ¼ OF SECTION 22, TOWNSHIP 22 SOUTH, RANGE 2 WEST AS RECORDED IN INSTRUMENT NUMBER 1993-30367 AT SHELBY COUNTY COURTHOUSE. CONTAINS 11 ACRES PER THE TAX MAP.

ATTACHMENT B
Premises

Attached hereto and made a part of that Memorandum and Ratification of Agreement between **Kermit H. Roberson**, an unmarried man ("Lessor"), and **TOWER ASSET SUB, INC.**, a Delaware corporation ("Lessee").

The Premises are depicted and described as follows:

LEASE PARCEL

LEGAL DESCRIPTION OF EXISTING LEASE AREA FOR THE CALERA SITE 280' TALL SELF-SUPPORTING TOWER #A-1035 FOR DIAL CALL, INC., IN SHELBY COUNTY, ALABAMA

A PARCEL OF LAND SITUATED IN SECTION 22, TOWNSHIP 22 SOUTH, RANGE 2 WEST, IN SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4-INCH SQUARE CONCRETE MONUMENT LOCALLY ACCEPTED TO BE THE NORTHEAST CORNER OF SAID SECTION 22, THENCE RUN NORTH 88 DEGREES 37 MINUTES 34 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 22 FOR A DISTANCE OF 1,333.05 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN SOUTH 39 DEGREES 46 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 617.98 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING AN IRON PIN AT THE CORNER OF AN OLD BARBED WIRE FENCE, SAID IRON BEING ON THE SOUTHEAST RIGHT-OF-WAY OF OLD HIGHWAY NO. 25; THENCE RUN SOUTH 60 DEGREES 50 MINUTES 26 SECONDS EAST ALONG AN OLD BARBED WIRE FENCE FOR A DISTANCE OF 80.00 FEET TO AN IRON PIN UNDER SAID OLD BARBED WIRE FENCE; THENCE RUN SOUTH 29 DEGREES 09 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 65.00 FEET TO AN IRON PIN; THENCE RUN NORTH 60 DEGREES 50 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 110.25 FEET TO AN IRON PIN ON THE SOUTHEAST RIGHT-OF-WAY OF OLD HIGHWAY NO. 25; THENCE RUN NORTH 54 DEGREES 06 MINUTES 47 SECONDS EAST ALONG SAID SOUTHEAST RIGHT-OF-WAY FOR A DISTANCE OF 71.69 FEET TO THE POINT OF BEGINNING.

SAID LEASE AREA CONTAINS 6,183 SQUARE FEET OR 0.142 ACRES, MORE OR LESS.

ATTACHMENT C
ASSIGNMENT OF LEASES

Attached hereto and made a part of that Memorandum and Ratification of Agreement between **Kermit H. Roberson**, an unmarried man ("Lessor"), and **TOWER ASSET SUB, INC.**, a Delaware corporation ("Lessee").

COPY OF THE ASSIGNMENT OF LEASES IS ATTACHED HERETO.

AL-1035

ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES ("Assignment") is made and entered into effective as of April 20th, 1999, by and between Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications ("Nextel"), Tower Parent Corp., a Delaware corporation and affiliate of Nextel ("Parent Co.") and Tower Asset Sub, Inc., a Delaware corporation and affiliate of Nextel and Parent Co. ("Tower Sub").

WITNESSETH:

WHEREAS, Nextel, Parent Co., Tower Sub and certain other parties designated therein have entered into an Agreement and Plan of Merger dated February 10, 1999, as amended (the "Merger Agreement"), which contemplates, inter alia the sale, conveyance, assignment and transfer of Nextel's tower assets and the lease-back by Nextel of certain ground and/or platform space on such tower assets to continue operation of Nextel's wireless telecommunications business in each such location pursuant to a Master Site Lease Agreement between the parties hereto and the other parties to the Merger Agreement dated of even date herewith (the "Master Lease");

WHEREAS, in connection with the sale of Nextel's leasehold interests in the land and fee simple interests in the tower structures, tower lighting, tower grounding system, and fences and, solely in the cases of sites designated as analog sites, shelters and concrete pads (hereinafter collectively, the "Property") Nextel desires to assign to Parent Co., Parent Co. desires to assign to Tower Sub, and Tower Sub desires to assume all of Nextel's rights to and obligations as lessee under those certain leases (each, a "Prime Lease" and collectively, the "Prime Leases") pursuant to which Nextel derives its leasehold interests in the land and its ownership interests in the tower assets, which Prime Leases are listed on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, in connection with the sale of its interests in the Property, Nextel further desires to assign to Parent Co., Parent Co. desires to assign to Tower Sub and Tower Sub desires to assume all of Nextel's rights to and interest in all subleases and sublicenses between Nextel as sublessor or sublicensor and third party sublessees and sublicensees (each individually a "Tenant Lease" and collectively, the "Tenant Leases"), which Tenant Leases are listed on Exhibit A.

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.

J:\DATA\CLIENT\19\1999\000\SPECTRA\ASSIGN-C.SOU

Name: AL-1035-BW

2. Assignment and Assumption. Nextel does hereby assign, transfer, set over, and deliver to Parent Co., and Parent Co. does hereby assign, transfer, set over and deliver to Tower Sub all of Nextel's rights, title and interests in and to the Prime Leases, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Prime Leases, the Property, and the Tenant Leases. Tower Sub does hereby accept, assume and agree to be bound by all the terms and conditions which are the responsibility of the lessee or tenant under each Prime Lease, all the terms and conditions of all related easements and ancillary agreements, and all the terms and conditions which are the responsibility of the sublessor/sublicensor under each Tenant Lease and which arise or are incurred or which are required to be performed from and after the date of this Assignment.

3. Reconveyance. Notwithstanding anything to the contrary contained herein, in the event Nextel exercises its option to re-acquire any Site from Tower Sub pursuant to the terms of the Master Lease, all of Tower Sub's interest therein shall automatically re-convey to Nextel. The parties hereby agree to execute any instrument or other documents required to evidence any such re-conveyance.

4. Further Assurances. The parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as may reasonably be required to confirm the transfers pursuant to this Assignment.

5. Counterparts. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument.

6. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware without reference to its conflicts of laws principles. Notwithstanding the foregoing, to the extent that the law of the state in which the real property subject to the Prime Lease is located is mandatory rather than permissive for the issue in question (such as, by way of example only, with respect to possession) the laws of the state in which the real property is located shall govern.

7. Successors and Assigns. The terms and conditions of this Assignment shall run with the property and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered effective as of the date first above written.

NEXTEL SOUTH CORP.,
a Georgia corporation

By: [Signature] [SEAL]
Its: VICE PRESIDENT

TOWER PARENT CORP., a Delaware corporation

By: [Signature] [SEAL]
Its: VICE PRESIDENT

TOWER ASSET SUB, INC., a Delaware corporation

By: [Signature] [SEAL]
Its: VICE PRESIDENT

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Name: AL-1035-BW

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