


Lessor Site Name: Helena  
JDE Business Unit: 814952  
Lessor License Number: 41307

Lessee Site Name: Helena  
Lessee Site #: 1100412027

This Document was Prepared by:  
Theresa A. Tkacik  
Attorney At Law  
Haskell Slaughter Young & Rediker, LLC  
1400 Park Place Tower  
2001 Park Place North  
Birmingham, Alabama 35203

  
20031201000777330 Pg 1/5 284.00  
Shelby Cnty Judge of Probate, AL  
12/01/2003 10:40:00 FILED/CERTIFIED

Cross Reference to Lease Agreement to Contel Cellular of Birmingham, Inc. recorded at Instrument 1994-08098, and Assignment and Assumption Agreement to Crown Castle GT Company LLC recorded as Instrument 2001-38898 in the Probate Office of Shelby County, Alabama.

STATE OF ALABAMA                    )  
  :  
COUNTY OF SHELBY                )

### MEMORANDUM FOR RECORDING

This Memorandum of Lease is entered into this 10<sup>th</sup> day of November, 2003, by and between **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company, with its principal offices located at c/o Crown Castle International Corp., 2000 Corporate Drive, Canonsburg, PA 15317 (hereinafter referred to as "Lessor") and **CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS**, with its principal offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921 (hereinafter referred to as "Lessee").

**WHEREAS**, pursuant to that certain Global Lease Agreement dated January 31, 2000 between LESSOR and GTE Wireless Incorporated, as joined and amended by that certain First Amendment and Joinder to Global Lease Agreement dated as of April 1, 2000 ("Agreement"), LESSOR and GTE Wireless of the South Incorporated, successor by merger to GTE Mobilnet of Birmingham Incorporated, successor by name change to Contel Cellular of Birmingham, Inc., and an affiliate of GTE Wireless Incorporated, entered into a Lease Supplement ("Supplement") dated April 1, 2000, with respect to property commonly known as Bearden Dairy Road/Shelby County Road 105, Pelham, Shelby County, Alabama (the "Site"); and

**WHEREAS**, certain terms of the Agreement have been amended by way of an Amendment to Certain Agreements entered into between LESSOR and GTE Wireless Incorporated effective as of January 1, 2002; and

**WHEREAS**, by Articles of Merger dated July 10, 2000, GTE Wireless of the South Incorporated, an affiliate of GTE Wireless Incorporated, was merged into GTE Wireless Holdings LLC; and

**WHEREAS**, GTE Wireless Holdings LLC contributed all of its assets to LESSEE, by Contribution Agreement and Assignment and Assumption Instrument, dated July 10, 2000; and

**WHEREAS**, LESSEE, as sole member, dissolved GTE Wireless Holdings LLC on July 10, 2000, leaving LESSEE as the surviving entity.

**NOW THEREFORE**, in consideration of the payments, and subject to the terms and conditions, set forth in the Sublease, LESSOR has leased or subleased to LESSEE certain space at that certain property described in Exhibit "A" attached hereto and made a part hereof. The lease or sublease includes the non-exclusive appurtenant rights for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits and pipes over, under or along an existing right of way extending from the nearest public right of way.

The initial term of the Supplement is for ten (10) years commencing on April 1, 2000 ("Commencement Date") with four (4) options to renew the Supplement for five (5) years each. A copy of the Global Lease Agreement and applicable Supplement thereto are on file in the offices of the LESSOR and LESSEE.

The terms, covenants, and provisions of the Global Lease Agreement and applicable Supplement thereto, of which this is a Memorandum, shall extend to and be binding upon the respective administrators, successors and assigns of LESSOR and LESSEE.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Memorandum for Recording as of the day and year first above written.

**LESSOR:**

**CROWN CASTLE GT COMPANY LLC**  
**A Delaware limited liability company**

By: Kenna B Newman  
Kenna B. Newman

Its: Area President - Southern

Date: 11-6-03

**LESSEE:**

**CELLCO PARTNERSHIP,**  
**d/b/a VERIZON WIRELESS**

By: HH Bower  
Howard H. Bower

Its: Area Vice President  
Network-South Area

Date: 10/28/03

STATE OF Georgia )  
COUNTY OF Fulton )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Kenna B. Newman**, whose name as **Area President-Southern** of **CROWN CASTLE GT COMPANY LLC**, 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, she as such Authorized Agent and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal, this 7th day of November, 2003.

[NOTARIAL SEAL]



Kartesia Anderson  
Notary Public

Print Name: Kartesia Anderson

My Commission Expires: 6-3-07

STATE OF North Carolina )  
COUNTY OF Mecklenburg )

I, the undersigned authority, a Notary Public in and for said county, in said State, hereby certify that, **Howard H. Bower**, whose name as **Area Vice President - Network, South Area** of **CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS** 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 foregoing instrument, he in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said general partnership on the day the same bears date.

Given under my hand this 28 day of October, 2003.

Catharine Lawson  
Notary Public

[NOTARIAL SEAL]

NOTARY PUBLIC  
STATE OF NORTH CAROLINA  
CABARRUS COUNTY  
CATHARINE LAWSON  
MY COMMISSION EXPIRES  
JANUARY 4, 2005

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT #A**

A parcel of land lying in the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 11, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SW corner of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 11, Township 20 South, Range 3 West, Shelby County, Alabama; thence South 87 deg. 55 min. 18 sec. East along the South line of said  $\frac{1}{4}$   $\frac{1}{4}$  section for a distance of 649.36 feet to the Easterly right of way line of Shelby County Highway No. 105 (right of way width varies) and the point of beginning; thence North 11 deg. 41 min. 04 sec. West along said right of way line for a distance of 106.58 feet; thence run South 87 deg. 55 min. 18 sec. East for a distance of 102.96 feet to the Southwesterly line of an Alabama Power Company right of way (right of way width 100 feet); thence leaving said right of way run South 11 deg. 41 min. 04 sec. East for a distance of 106.58 feet to the South line of said  $\frac{1}{4}$   $\frac{1}{4}$  section; thence run North 87 deg. 55 min. 18 sec. West along the South line of said  $\frac{1}{4}$   $\frac{1}{4}$  section for a distance of 102.96 feet to the easterly right of way line of Shelby County Highway No. 105 and the point of beginning; being situated in Shelby County, Alabama.