


Nextel Site Name: Inverness
Nextel Site Number: AL-1089A

Crown Site Name: New Hope Mountain
JDE Business Unit: 815498

MEMORANDUM OF AGREEMENT

Clerk: Please return this document to: Property Manager
Nextel Communications
851 Trafalgar Court
Suite 300, East
Maitland, FL 32751


20040714000388190 Pg 1/5 437.50
Shelby Cnty Judge of Probate, AL
07/14/2004 09:48:00 FILED/CERTIFIED

This Memorandum of Agreement is entered into on this 31st day of December 2001, by and between Crown Castle GT Company LLC, a Delaware corporation, with an office at 2100 B South Bridge Parkway, Suite 540, Birmingham, Alabama 35209 (hereinafter referred to as "Lessor") and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications with an office at 6575 The Corners Parkway, Norcross, Georgia 30092, (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Site Lease ("Agreement") on the 31st day of December 2001, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The term of the Agreement is for five (5) years commencing on December 1, 2001, or start of construction, whichever first occurs ("Commencement Date"), and terminating on the 5th anniversary of the Commencement Date with a four (4) successive five (5) year options to renew.

3. The Site which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MEMORANDUM OF LEASE AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

LESSOR

Crown Castle GT Company,
Delaware Corporation

By: 

Marty L. Whitener

Date: 12/31/01

Title: Authorized Agent

LESSEE

Nextel South Corp., a Georgia corporation
d/b/a Nextel Communications

By: 

Date: 12-28-01

Title: Regional
Vice President of Engineering and
Operations

STATE OF ALABAMA

COUNTY OF Jefferson

On 12/31/01, before me, Wanda F. Strickland, Notary Public, personally appeared Marty L. Whitener, 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 the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public Wanda S. Strickland

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug. 24, 2002
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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STATE OF ~~FLORIDA~~ GEORGIA

COUNTY OF ~~ORANGE~~ Gwinnett

On 12-28-01, before me, Carole de la Cruz, Notary Public, personally appeared John Cafaro, 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 the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

(SEAL)

Notary Public Carole de la Cruz

My commission expires:

July 25, 2005

This document prepared by:

Martha Saucier
(205) 989-4320

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EXHIBIT A

DESCRIPTION OF LAND

to the Memorandum of Agreement (Ground) dated December 31, 2001, by and between Crown Castle GT Company LLC, a Delaware corporation, as Lessor, and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows (metes and bounds description):

The premises is a portion of:

Part of the Northwest Quarter of the Southeast Quarter of Section 11, Township 19 South, Range 2 West, Shelby County, Alabama, said part being particularly described as follows:

FROM the Southwest corner of said Northwest Quarter of Southeast Quarter, run North along the West line of said quarter-quarter section for a distance of 609.13 feet; thence turn an angle to the right of 114 degrees 59 minutes and run Southeasterly for a distance of 209.41 feet; thence turn an angle to the left of 90 degrees and run Northeasterly for a distance of 237.50 feet; thence turn an angle to the right of 126 degrees 30 minutes and run Southeasterly for a distance of 210.39 feet; thence turn an angle to the left of 90 degrees and run Northeasterly for a distance of five feet to the point of beginning of the property herein described; thence continue Northeasterly along the same course for a distance of 45 feet; thence turn an angle to the right of 90 degrees and run Southeasterly for a distance of 27 feet; thence turn an angle to the right of 90 degrees and run Southwesterly for a distance of 45 feet; thence turn an angle to the right of 90 degrees and run Northwesterly for a distance of 27 feet to the POINT OF BEGINNING.

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EXHIBIT B

DESCRIPTION OF PREMISES

to the Memorandum of Agreement (Ground) dated December 31, 2001, by and between Crown Castle GT Company LLC, a Delaware corporation, as Lessor, and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of Access Road shall be the width required by the applicable governmental authorities, including police and fire departments, but in no event shall such Access Road be less than 12 feet wide.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.
5. The location of the Premises, Access Road and utility easement are approximations, and are therefore subject to adjustment by Lessee.

