

Prepared by and after Recording Return to:

BROAD AND CASSEL
1 North Clematis Street
Suite 500
West Palm Beach, FL 33401
Attn: Clifford I. Hertz, P.A.

Cingular Site: Oak Mountain School - A

MEMORANDUM OF OPTION AND LEASE AGREEMENT

This Memorandum of Option and Lease Agreement (the "Memorandum") is made this 9th day of November, 2004, between **COUNTY BOARD OF EDUCATION OF SHELBY COUNTY, ALABAMA**, whose address is 410 East College Street, Columbiana, Alabama 35051-0410, (the "Landlord") and **BELLSOUTH MOBILITY LLC**, a Georgia limited liability company, d/b/a Cingular Wireless, with an office at: Cingular Wireless, 6100 Atlantic Boulevard, Norcross, Georgia 30071 (the "Tenant").

WITNESSETH:

Landlord and Tenant entered into an Option and Lease Agreement on November 9, 2004, (the "Agreement") regarding that certain portion of Landlord's property (the "Property") as set forth on Exhibit "A" attached hereto (the "Leased Premises") for the purpose of installing, operating and maintaining a wireless communications facility, which shall include other improvements including but not limited to, antennas, microwaves, coaxial cables and other equipment related thereto. All of the foregoing is set forth in the Agreement. In consideration of the rent and covenants therein provided in the Agreement, Landlord does hereby grant to Tenant an option (the "Option") to lease the Leased Premises and Tenant hereby accepts the Option.

1. The Option may be exercised by Tenant at any time on or prior to May 8, 2006. All of the foregoing is set forth in the Agreement. In the event of such conflict between the terms and conditions set forth in this Memorandum and the terms and conditions set forth in the Agreement, the Agreement shall control.

2. In the event Tenant fails to exercise the Option prior to the expiration thereof under the time period set forth above, then the Agreement shall be null and void and neither party shall have any further rights hereunder or under the Agreement.

3. In the event that Tenant exercises the Option, Landlord hereby leases to Tenant, and Tenant hereby accepts the Leased Premises for an Initial Term of seven (7) years commencing on the date of the exercise of the Option, upon the terms and conditions set forth in the Agreement.

4. Tenant further has the option to extend the Initial Term for four (4) consecutive five (5) year periods upon the terms and conditions set forth in the Agreement (the "Extension Options"). For purposes of providing notice to third parties hereunder, it shall be presumed that the Extension Options have been exercised in the future unless Tenant executes and records in

the public records an instrument which indicates that an Extension Option has not been exercised or this Memorandum has been terminated.

5. Landlord covenants that upon exercise of the Option, Tenant, on paying the rent and performing the covenants set forth in the Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises.

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

LANDLORD:

COUNTY BOARD OF EDUCATION OF SHELBY COUNTY, ALABAMA

By: Evan K. Major, Jr.
Print Name: Evan K. Major, Jr.

Title: Superintendent

STATE OF Alabama :
:SS
COUNTY OF Shelby :

PERSONALLY APPEARED BEFORE ME, the undersigned authority and for said county and state, on this 31st day of August, 2004, within my jurisdiction, the within named EVAN K. MAJOR, JR., who acknowledged that he is Superintendent of County Board of Education of Shelby County, Alabama, and that for and on behalf of the said board, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said board so to do.

(Seal)

Sharon A. Lee
(Signature of Notary Public)
Sharon A. Lee
(Type Name of Notary Public)
My Commission Expires 11-26-07

[SIGNATURES AND NOTARY ACKNOWLEDGMENT CONTINUE ON FOLLOWING PAGE]



20050328000138510 3/5 \$87.00
Shelby Cnty Judge of Probate, AL
03/28/2005 10:28:40AM FILED/CERT

Signed, sealed and delivered in the
Presence of:

M. Montegut
Signature M. Montegut
Print Name

Signature
Print Name

STATE OF Alabama :
COUNTY OF Shelby :SS

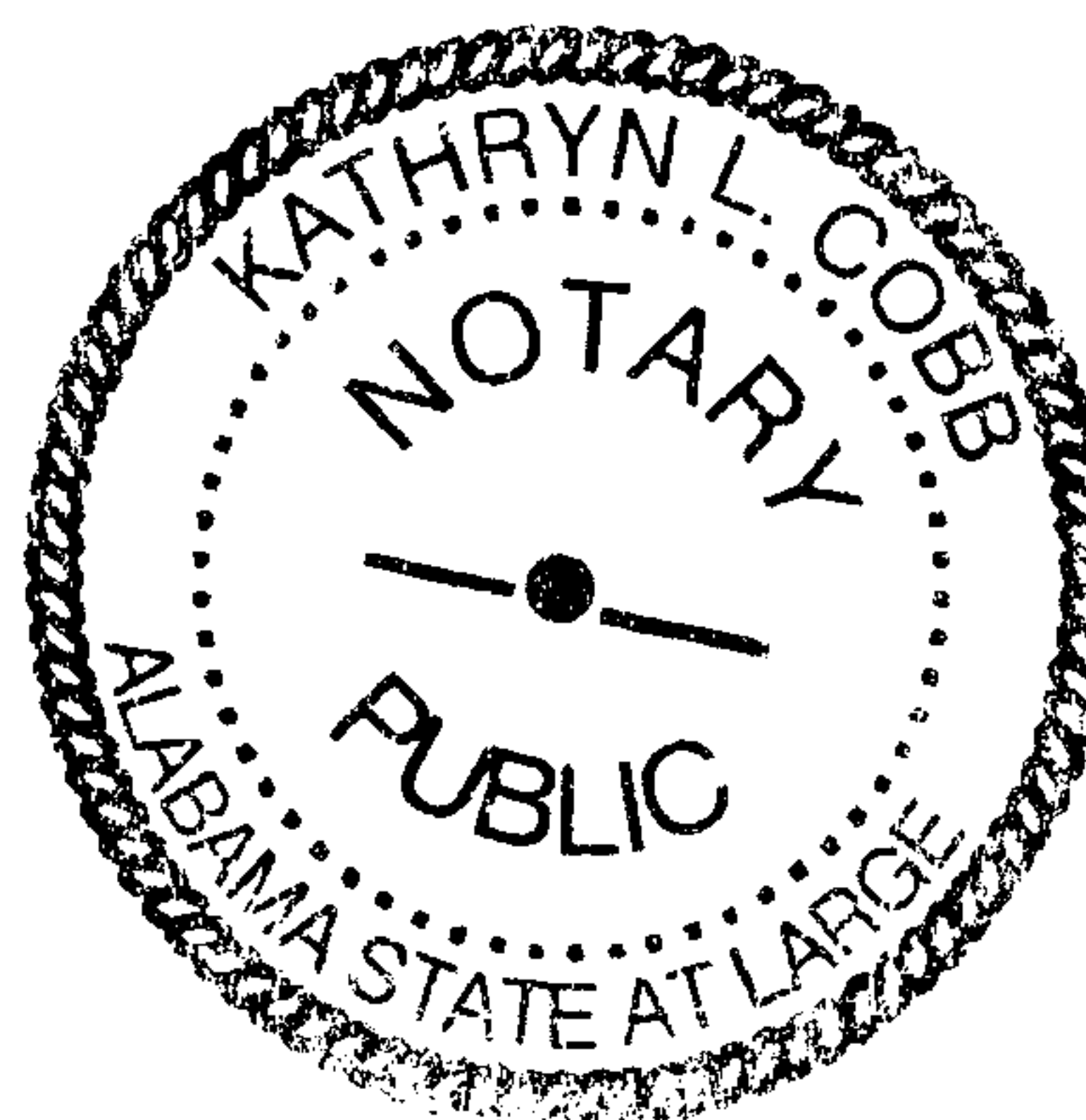
TENANT:

BELLSOUTH MOBILITY LLC,
a Georgia limited liability company, d/b/a
Cingular Wireless

By: M. Cates

B. R. Cates
Executive Director of Network

(Seal)



B. R. Cates
Executive Dir. Of Network

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify this 9 day of November, 2004, that ~~Shelley A. Dieter, as Manager of Real Estate and Construction~~, NWFL/MS/AL, of BellSouth Mobility LLC, a Georgia limited liability company, d/b/a Cingular Wireless, has signed the foregoing instrument and, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, she, with full authority, executed the same voluntarily for and as the act of said entity. She is (✓) personally known to me OR () has produced as identification.

(Seal)

Kathryn L. Cobb
(Signature of Notary Public)
Kathryn L. Cobb
(Type Name of Notary Public)
State of Alabama
My Commission Expires 4-8-08



20050328000138510 4/5 \$87.00
Shelby Cnty Judge of Probate, AL
03/28/2005 10:28:40AM FILED/CERT

EXHIBIT "A"

DESCRIPTION OF LEASED PREMISES, ACCESS & UTILITIES

PROPOSED 50' x 50' LEASE AREA

A parcel of land lying in Section 22, Township 19 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Commence at a 5/8" rebar found in place at the southeast corner of Lot 8, Indian Woods Forest, 4th Sector as recorded in Map Book 14, Page 112 in the Judge of Probate Office, Shelby County, Alabama; thence run S 36°32'09" W a distance of 165.39 feet to a 5/8" rebar set (LS#19753) and the Point of Beginning; thence S 39°06'30" E a distance of 50.00 feet to a 5/8" rebar set (LS#19753); thence S 50°53'30" W a distance of 50.00 feet to a 5/8" rebar set (LS#19753); thence N 39°06'30" W a distance of 50.00 feet to a 5/8" rebar set (LS#19753); thence N 50°53'30" E a distance of 50.00 feet to the Point of Beginning. Said above described parcel contains 0.06 acres, more or less.

PROPOSED 20' INGRESS/EGRESS & UTILITY EASEMENT

An easement lying in Section 22, Township 19 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Commence at a 5/8" rebar found in place at the southeast corner of Lot 8, Indian Woods Forest, 4th Sector as recorded in Map Book 14, Page 112 in the Judge of Probate Office, Shelby County, Alabama; thence run S 36°32'09" W a distance of 165.39 feet to a 5/8" rebar set (LS#19753) and the Point of Beginning; thence S 39°06'30" E a distance of 39.88 feet to the Point of Beginning of an Ingress/Egress and Utility Easement being 20 feet in width and lying 10 feet on each side of the following described centerline; thence N 59°42'35" E a distance of 61.45 feet to a point; thence S 31°05'44" E a distance of 123.87 feet to a point; thence S 56°56'43" E a distance of 77.87 feet to a point; thence S 18°43'50" E a distance of 56.15 feet to a point; thence N 71°16'10" E a distance of 69.09 feet to a point; thence S 62°13'38" E a distance of 354.68 feet to a point; thence along a curve turning to the left with an arc length of 704.34 feet, a radius of 447.80 feet and having a chord bearing S 20°20'11" E for a distance of 633.95 feet to a point; thence S 65°23'49" E a distance of 416.66 feet to a point; thence along a curve turning to the right with an arc length of 48.50 feet, a radius of 200.42 feet and having a chord bearing S 58°27'53" E for a distance of 48.38 feet to a point; thence along a curve turning to the left with an arc length of 33.13 feet, a radius of 138.68 feet and having a chord bearing S 58°22'32" E for a distance of 33.05 feet to a point; thence S 65°13'07" E a distance of 102.77 feet, more or less, to the westerly right-of-way line of Caldwell Mill Road and the Point of Ending. Said above described easement contains 0.94 acres, more or less.

