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Shelby Cnty Judge of Probate, AL
09/26/2008 02:18:04PM FILED/CERT

RECORD AND RETURN TO
CENTRAL PROPERTY SEARCH
9 LAWN AVENUE SUITE 200
NORRISTOWN, PA 19403

420309-R

This Instrument Prepared by:

Matthew W. Barnes, Esq.
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
420 North 20th Street, Suite 1600
Birmingham, Alabama 35203

~~Return to:~~

~~Myron Lampkin
Stewart National Title Services
1980 Post Oak Blvd., Suite 610
Houston, TX 77056
RE:~~

STATE OF ALABAMA)

COUNTY OF SHELBY)

**AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO
OPTION AND LEASE AGREEMENT**

THIS AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT ("Memorandum") is entered on this 26th day of MARCH, 2008, by and between WILLIAM L. RASBERRY ("Lessor"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, successor to BellSouth Mobility LLC, a Georgia limited liability company, successor by corporate election to BellSouth Mobility Inc., a Georgia corporation ("Tenant").

WITNESSETH:

WHEREAS, LESSOR (as successor in interest to Sequoia Construction Company, an Alabama general partnership) and TENANT are parties to that certain Option and Lease Agreement dated March 23, 1995 (the "**Lease**"), which Lease was recorded on May 5, 2000 in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 2000-17212 (the "**MOL**") pursuant to which LESSOR leases that real property described in Exhibit "A" attached hereto (the "**Property**") to TENANT; and

WHEREAS, the Lease has an original term (including all extension terms) that will terminate on June 30, 2020 (the "**Original Term**") and the parties desire to amend the Lease to extend the Original Term and as otherwise set forth herein; and

WHEREAS, effective as of the date of this Memorandum, Lessor and Tenant have amended the Lease and desire to acknowledge, confirm and make record of the above-referenced amendment.

NOW, THEREFORE, Lessor and Tenant hereby acknowledge and agree that the following accurately represents the Lease, as amended by that Amendment to Option and Lease Agreement dated as of the date hereof:

**MEMORANDUM OF FIRST AMENDMENT TO
OPTION AND LEASE AGREEMENT**

Lessor:	William L. Rasberry, with an mailing address of 5267 Jameswood Lane, Birmingham, Alabama 35244.
Tenant:	New Cingular Wireless PCS, LLC, a Delaware limited liability company, with its principal offices at 6100 Atlantic Boulevard, Norcross, GA 30071.
Property:	The real property leased by Lessor to Tenant is described in Exhibit "A" attached to this Memorandum and incorporated herein by this reference.
Initial Lease Term:	For a term of five (5) years, beginning on July 1, 1995.
Expiration Date:	The first two extensions having been exercised, if not otherwise extended or renewed, the Lease shall expire on June 30, 2010.
Right to Extend or Renew:	Tenant has the right to extend/renew the Lease as follows: Eleven (11) options to extend the Initial Term for periods of five (5) years each on the terms and conditions set forth in the Lease, as amended. If Tenant exercises all extensions/renewals, the final expiration of the Lease will occur on June 30, 2055.
Option to Purchase:	No.
Right of First Refusal:	Yes.

All of the terms, provisions, covenants and agreements contained in the Lease are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Tenant ratify, confirm and adopt the Lease as of the date hereof for purposes of compliance with Code of Alabama Section 35-4-6 (1975) (as amended) and acknowledge that there are no defaults under the Lease or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Lease shall remain and continue in full force and effect. This Memorandum of Amendment to Option and Lease Agreement will be recorded in the applicable land records and is intended to provide notice to third parties of the Lease and any and all amendments thereto. No part of the property which is subject to the Lease constitutes the homestead of Lessor. The Lease and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the Lease or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Lease and/or any amendments thereto, the terms and conditions of the Lease and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Lease and/or any amendments thereto.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of First Amendment to Option and Lease Agreement as of the date first written above.

LESSOR:

William L. Rasberry
WILLIAM L. RASBERRY

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **WILLIAM L. RASBERRY** whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30th day of January, 2008

Deundra Hunter
Notary Public DEUNDR A HUNTER
My Commission Expires: _____

[SEAL]

**My Commission Expires
August 30, 2011**

Q TENANT:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T MOBILITY CORP

ITS: MANAGER

By: Nellie Jabbari (SEAL)

Name: Nellie Jabbari

Its: Senior Manager-Partnerships/MLAs

STATE OF Georgia)

DeKalb COUNTY)

Before me, Veronica Hill, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared Nellie Jabbari, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Senior Manager-Partnerships/MLAs of **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, the within-named bargainor, and that she, as such Senior Manager-Partnerships/MLAs, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by herself as such officer.

WITNESS my hand and seal at office on this the 26th day of March, 2008

Veronica Hill

Notary Public

VERONICA HILL

My Commission Expires:

03/27/10



EXHIBIT "A"

A parcel of land situated in the SE 1/4 of the SE 1/4 of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows: Commence at a flat iron bar found at the Northwest corner of the SE 1/4 of the SE 1/4 of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama and run on a state plane bearing (Alabama West Zone State Plane Bearing NAD 83) of South $89^{\circ}20'49''$ East along the North line of the SE 1/4 of the SE 1/4 of said Section 25 for a distance of 470.05 feet (deed 470.20 feet); thence $140^{\circ}17'15''$ right (deed $140^{\circ}16'30''$) and run South $50^{\circ}56'26''$ West for a distance of 74.47 feet to an iron pin found in place (deed 74.50 feet) to the point of beginning of the property herein described; thence continue South $50^{\circ}56'26''$ West for a distance of 26.33 feet; thence $71^{\circ}41'06''$ left and run South $20^{\circ}44'40''$ East for a distance of 91.72 feet; thence $90^{\circ}00'$ left and run North $69^{\circ}15'20''$ East for a distance of 25.00 feet; thence $90^{\circ}00'$ left and run North $20^{\circ}44'40''$ West for a distance of 100.00 feet to the point of beginning.

ALSO an easement being 20 feet in width for ingress, egress and utilities on, over and across part of the SE 1/4 of the SE 1/4 of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows: Commence at a flat iron bar found at the Northwest corner of the SE 1/4 of the SE 1/4 of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama and run on a state plane bearing (Alabama West Zone State Plane Bearing NAD 83) of South $89^{\circ}20'49''$ East along the North line of the SE 1/4 of the SE 1/4 of said Section 25 for a distance of 470.05 feet (deed 470.20 feet); thence $140^{\circ}17'15''$ right (deed $140^{\circ}16'30''$) and run South $50^{\circ}56'26''$ West for a distance of 111.33 feet to the point of beginning of the centerline of a 20 foot wide easement for ingress, egress and utilities and being 10 feet each side the following described centerline; thence $71^{\circ}41'06''$ left and run South $20^{\circ}44'40''$ East along said centerline for a distance of 88.41 feet to the beginning of a curve to the right, said curve to the right having a radius of 74.72 feet and a central angle of $37^{\circ}00'$; thence in a Southeasterly to Southwesterly direction along the arc of said curve to the right and said centerline for a distance of 48.25 feet to the end of said curve to the right and the beginning of a curve to the left, said curve to the left having a radius of 95.64 feet and a central angle of $37^{\circ}00'$; thence in a Southwesterly to Southeasterly direction along the arc of said curve to the left and said centerline for a distance of 61.76 feet to the end of said curve to the left; thence at tangent to said curve run South $20^{\circ}44'40''$ East along said centerline for a distance of 86.71 feet to a point on the Northwesterly right of way line of Valleydale Terrace said point being the point of ending of the centerline of said easement being 20 feet in width for ingress, egress and utilities.