



20090717000276570 1/7 \$29.00  
Shelby Cnty Judge of Probate, AL  
07/17/2009 12:45:33 PM FILED/CERT

This document prepared by:  
Sheneshia Fitts  
After recording return to:  
TowerCo  
Attention: Legal  
5000 Valleystone Drive  
Cary, NC 27519

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(Recorder's Use Above This Line)

**STATE OF ALABAMA**

Parcel No: 11-7-36-2-001-028.00

**COUNTY OF SHELBY**

**MEMORANDUM OF AGREEMENT**

Document Date: July 13, 2009

Grantor/Lessor: DELIA G. COBB, a Widow  
Address: 1001 Briarcliff Trace, Birmingham, AL 35242-7829

Grantee/Lessee: TOWERCO ASSETS LLC, a Delaware limited liability company  
Address: 5000 Valleystone Drive, Cary, NC 27519

Legal Description of the Land is attached as Attachment A on Page 5

Source of Title  
Deed Book 231, Page 578

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Memorandum") is entered into on this 13 day of July, 2009, by and between **Delia G. Cobb, a widow**, having a mailing address of 1001 Briarcliff Trace, Birmingham, Alabama 35242-7829 (hereinafter referred to as "Landlord"), and **TOWERCO ASSETS LLC, a Delaware limited liability company**, having a mailing address of 5000 Valleystone Drive, Cary, North Carolina 27519 (hereinafter referred to as "Tenant").

1. Landlord and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications ("Sprint/Nextel") entered into that certain Communications Site Lease Agreement (Ground) dated November 15, 2000, as amended, if applicable (as amended, the "Agreement") for certain real property and easements described in **ATTACHMENT B** attached hereto (collectively, the "Premises"), which are a portion of that certain parcel of real property owned by Landlord located in the County of Shelby, State of Alabama described in **ATTACHMENT A** attached hereto (the "Land").
2. Sprint/Nextel assigned all its right, title and interest in, to and under the Agreement to Tower Entity 10 LLC, a Delaware limited liability company ("Tower Entity"), by that certain Assignment and Assumption of Ground Lease dated September 23, 2008 and to be recorded among the official records of the County of Shelby, State of Alabama.
3. Thereafter, Tower Entity was acquired by and merged into Tenant.
4. The term of the Agreement is for five (5) years commencing on January 1, 2001.
5. The Agreement may be extended for five (5) successive five (5) year terms.
6. The purpose of the Memorandum is to give record notice of the Agreement and of the rights created thereby, all of which are hereby confirmed. The terms of the Agreement are incorporated herein by reference. 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 Agreement, such conflicting or additional terms shall be deemed to be part of the Agreement and shall otherwise amend the Agreement and be controlling.
7. This Memorandum may be executed in two or more counterparts, all of which shall be considered the same agreement and shall become effective when one or more counterparts have been signed by the each of the parties. This Memorandum is not and will not be binding on either party until and unless it is fully executed by both parties.

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

**LANDLORD:**

DELIA G. COBB, a Widow

By: Delia G. Cobb  
Name: Delia G. Cobb

Date: 6/30/09

**TENANT:**

TOWERCO ASSETS LLC, a Delaware  
limited liability company

By: Dan Hunt  
Name: Dan Hunt  
Title: Vice President and CFO

Date: 7/13/09

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**



**LANDLORD ACKNOWLEDGMENT**

State of Alabama )  
 )ss.:  
County of Jefferson )

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On the 30 day of June in the year 2009 before me, the undersigned, personally appeared Delia G. Cobb, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Steven E Brooks  
Notary Public: STEVEN E BROOKS  
My Commission Expires: \_\_\_\_\_

MY COMMISSION EXPIRES JUNE 18, 2012

**TENANT ACKNOWLEDGMENT**


State of North Carolina )  
 )ss.:  
County of Wake )

On the 13 day of JULY in the year 2009 before me, the undersigned, personally appeared Dan Hunt, Vice President and CFO of TowerCo Assets LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

**MELISSA L YOUNG**  
NOTARY PUBLIC  
IREDELL COUNTY, NC  
MY COMM. EXPIRES 11-13-2010

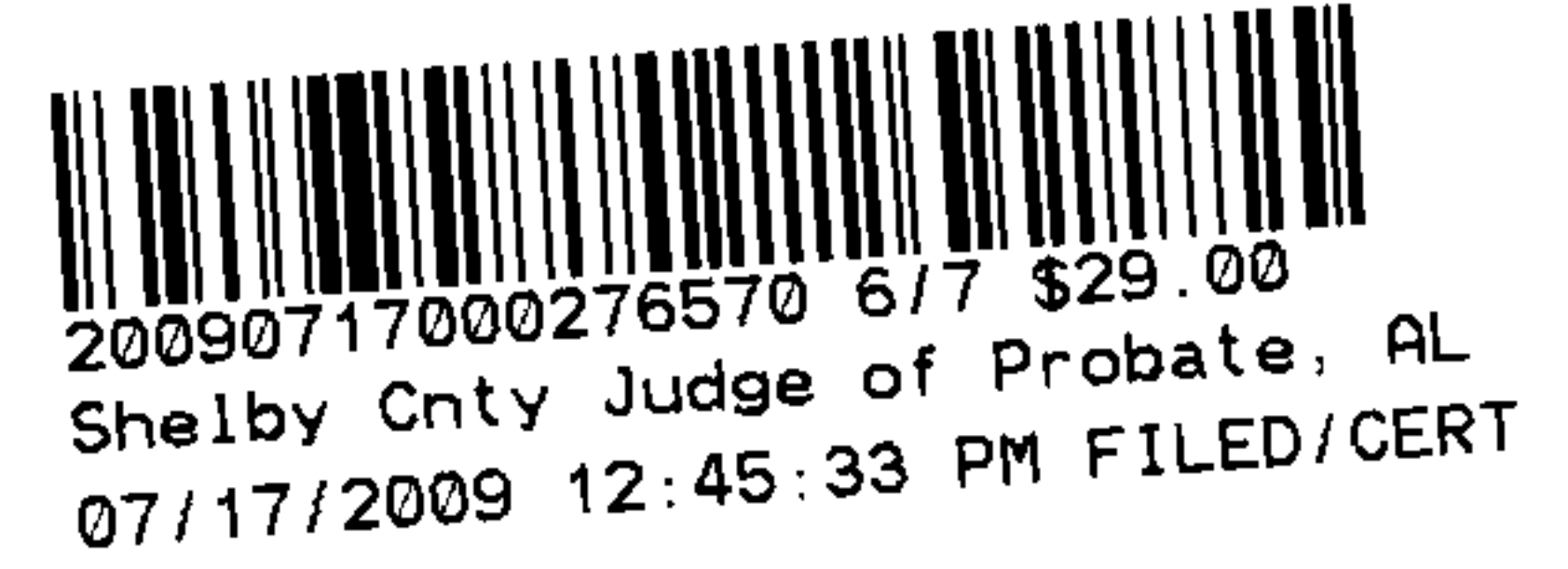
Melissa L. Young  
Notary Public: Melissa L. Young  
My Commission Expires: NOV. 13, 2010

**ATTACHMENT A**  
**LAND**

  
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All of Lot 2 of Valleydale Estates Subdivision, as recorded in Map Book 4, page 90, in the Probate Office of Shelby County, Alabama, lying in the SW  $\frac{1}{4}$  of Section 36, Township 19 South, Range 3 West.

**ATTACHMENT B  
PREMISES**



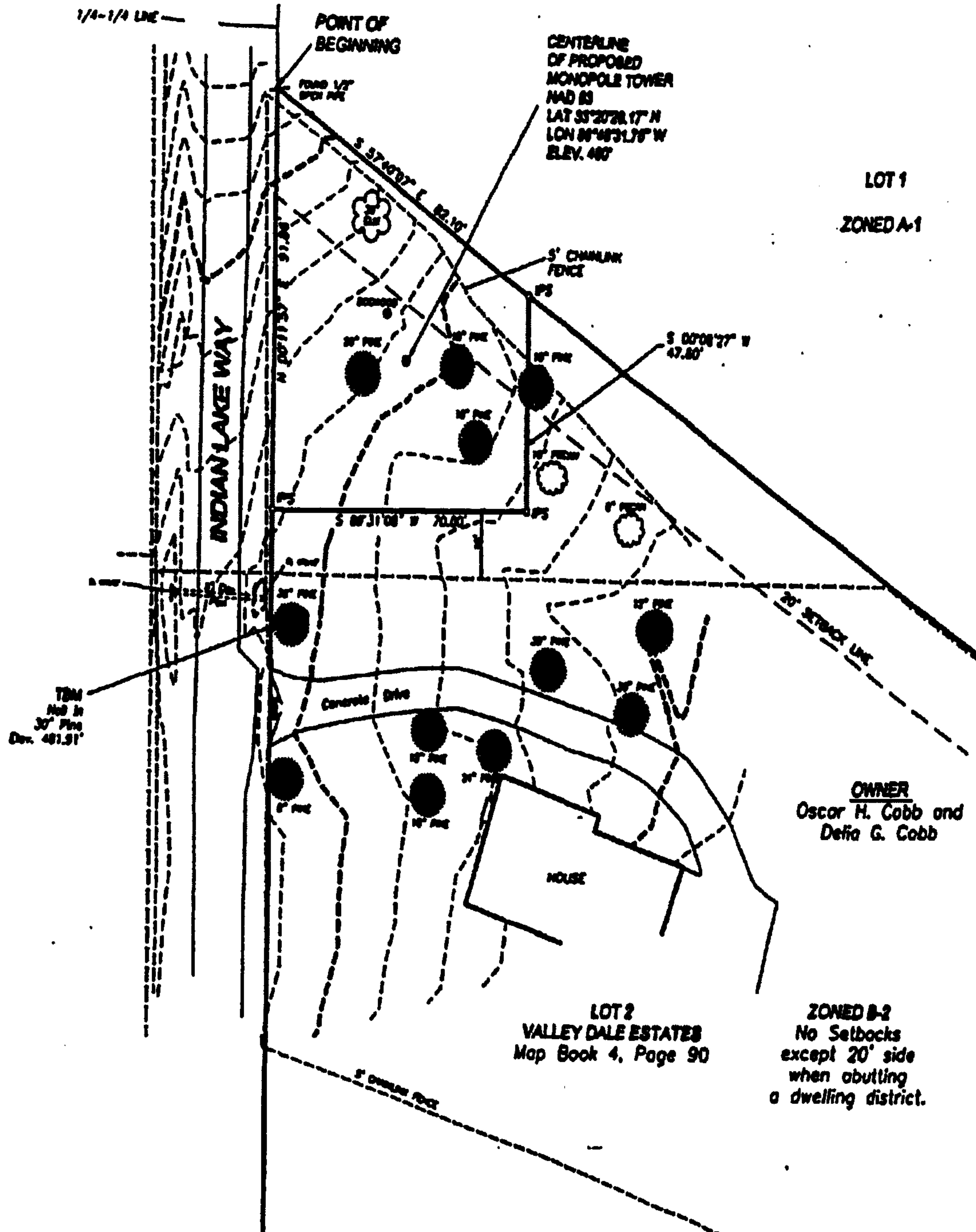
A parcel of land situated in the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 36, Township 19 South, Range West, Huntsville Meridian, Shelby county, Alabama and also being a part of Lot 2, Valley Dale Estates as recorded in Map Book 4, Page 90 in the Office of the Judge of Probate, and being more particularly described as follows:

BEGIN at the Northwest corner of said Lot 2, Valley Dale Estates and run South  $57^{\circ}40'07''$  East along the Northeasterly line of said Lot 2 for a distance of 82.10 feet; thence angle right and run South  $00^{\circ}08'27''$  West for a distance of 47.60 feet; thence angle right and run South  $89^{\circ}31'08''$  West for a distance of 70.00 feet; thence angle right and run North  $00^{\circ}11'57''$  East along the Westerly line of said Lot 2, said line also being the Westerly line of said SE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  and also being the Easterly line of Indian Lake Way, for a distance of 91.86 feet to the POINT OF BEGINNING.

Containing 4,896 square feet (0.11 Acres) more or less.

# ATTACHMENT B PREMISES CONTINUED

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**OWNER**  
Oscar H. Cobb and  
Debra G. Cobb

**ZONED B-2**  
No Setbacks  
except 20' side  
when abutting  
a dwelling district.