


This Instrument Prepared By:
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420 20th Street North, Suite 1600
Birmingham, Alabama 35203

Return to:
Stewart Title Guaranty Company
National Title Services
1980 Post Oak Blvd, Suite 610
Houston, TX 77056

Attn: Myron Lampkin


20100511000148340 1/8 \$82.50
Shelby Cnty Judge of Probate, AL
05/11/2010 01:34:23 PM FILED/CERT

Shelby County, AL 05/11/2010

State of Alabama

Deed Tax : \$50.50

STATE OF ALABAMA)

COUNTY OF SHELBY)

Cross Reference to:
Instrument # 1992-5071
Instrument # 1995-26062
Shelby County, Alabama Records

**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 made and entered into on this
29th day of June, 2009, by and between **JACQUELYN H. CATES** (having a mailing
address of PO Box 1097, Columbiana, AL 35051) ("**LESSOR**"), and **NEW CINGULAR
WIRELESS PCS, LLC**, a Delaware limited liability company, successor by merger to
BellSouth Mobility LLC, a Georgia limited liability company, successor by corporate election
with BellSouth Mobility Inc., a Georgia corporation (having a mailing address of 12555 Cingular
Way, Suite 1300, Alpharetta, GA 30004) ("**TENANT**").

WITNESSETH:

WHEREAS, Cates Milk Hauling, Inc., an Alabama corporation ("**Cates Hauling**"), as
lessor, entered into that certain Option and Lease Agreement dated June 24, 1991 (the
"**Agreement**") with BellSouth Mobility Inc., covering certain real property, together with an
easement for ingress, egress and utilities thereto, as described in **Exhibit "A"** attached hereto
(the "**Property**"), which Agreement was filed for record on April 20, 1992 as Instrument # 1992-
5071 in the Office of the Judge of Probate of Shelby County, Alabama;

WHEREAS, pursuant to Deed dated September 19, 1995 and recorded as Instrument #
1995-26062 in the Office of the Judge of Probate of Shelby County, Alabama, LESSOR
succeeded to the interest of Cates Hauling in and to the Property and the Agreement;

WHEREAS, the Agreement has an original term (including all extension terms) that will
terminate on April 5, 2017 (the "**Original Term**") and the parties desire to amend the Agreement
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 Agreement 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 Agreement, as amended by that First Amendment to Option and Lease Agreement dated as of the date hereof:

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

Lessor: Jacquelyn H. Cates, with a mailing address of PO Box 1097, Columbiana, AL 35051.

Tenant: New Cingular Wireless PCS, LLC, a Delaware limited liability company, with its principal offices at 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004.

Property: The real property leased by LESSOR to TENANT together with an easement for ingress, egress and utilities thereto 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 April 6, 1992.

Expiration Date: The first three extensions having been exercised, if not otherwise extended or renewed, the Agreement shall expire on April 5, 2012.

Right to Extend or Renew: TENANT has the right to extend/renew the Agreement as follows: Nine (9) options to extend the Agreement for a period of five (5) years each on the terms and conditions set forth in the Agreement, as amended. If TENANT exercises all extensions/renewals, the final expiration of the Agreement will occur on April 5, 2042.

Option to Purchase: No.

Right of First Refusal: No.

All of the terms, provisions, covenants and agreements contained in the Agreement, as amended by that First Amendment to Option and Lease Agreement of even date herewith, 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 Agreement, as amended by that First Amendment to Option and Lease Agreement of even date herewith, 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 Agreement 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 Agreement shall remain and continue in full force and effect. This Agreement and Memorandum of First 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 Agreement and any and all amendments thereto. The Agreement 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 Agreement or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Agreement and/or any amendments thereto, the terms and conditions of the Agreement and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Agreement and/or any amendments thereto. This Memorandum may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement and Memorandum of First Amendment to Option and Lease Agreement on the day and year first written above.

LESSOR:


JACQUELYN H. CATES

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **JACQUELYN H. CATES**, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 27 day of April, 2009.


Notary Public Karch K MacLean

My Commission Expires: 07-14-09

[SEAL]

TENANT:

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

By: AT&T Mobility Corporation,
a Delaware corporation
Its: Manager

By: Nellie Jabbari (SEAL)
Name: Nellie Jabbari
Its: Senior Manager-Partnerships/MLAs

STATE OF Georgia)

COUNTY OF Fulton)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, Nellie Jabbari, whose name as Senior Manager-Partnerships/MLAs of AT&T Mobility Corporation, Manager of **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, has signed 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, she with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 29th day of June, 2009.

M. Aiko Sonoda
Notary Public

My Commission Expires: 7/6/2012

[SEAL]



EXHIBIT "A"

20100511000148340 6/8 \$82.50
Shelby Cnty Judge of Probate, AL
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DESCRIPTION: (Site)

A parcel of land situated in the Southwest Quarter of the Northeast Quarter of Section 18, Township 21 South, Range 1 East, Shelby County, Alabama, and being more particularly described as follows: Commence at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 18, Township 21 South, Range 1 East, Shelby County, Alabama and run South $89^{\circ}14'02''$ East along the North line of said Quarter-Quarter section for a distance of 390.00 feet; thence $90^{\circ}00'$ right and run South $0^{\circ}45'58''$ West for a distance of 147.58 feet; thence $90^{\circ}00'$ left and run South $89^{\circ}14'02''$ East for a distance of 46.00 feet to the point of beginning; thence continue South $89^{\circ}14'02''$ East for a distance of 55.00 feet; thence $90^{\circ}00'$ right and run South $0^{\circ}45'58''$ West for a distance of 90.00 feet; thence $90^{\circ}00'$ right and run North $89^{\circ}14'02''$ West for a distance of 55.00 feet; thence $90^{\circ}00'$ right and run North $0^{\circ}45'58''$ East for a distance of 90.00 feet to the point of beginning. Containing 4950 Square Feet.

DESCRIPTION: (30 Foot Easement for Roadway)

An easement for a roadway being 30 feet in width, on, over and across parts of the South half of the Northwest Quarter, the Northeast Quarter of the Southwest, and the Southwest Quarter of the Northeast Quarter, Section 18, Township 21 South, Range 1 East, Shelby County, Alabama, the centerline of said 30 foot wide easement for a roadway being more particularly described as follows: Commence at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 18, Township 21 South, Range 1 East, Shelby County, Alabama and run South $89^{\circ}14'02''$ East along the North line of said Quarter-Quarter Section for a distance of 390.00 feet; thence $90^{\circ}00'$ right and run South $0^{\circ}45'58''$ West for a distance of 147.58 feet; thence $90^{\circ}00'$ left and run South $89^{\circ}14'02''$ East for a distance of 46.00 feet; thence $90^{\circ}00'$ right and run South $0^{\circ}45'58''$ West for a distance of 90.00 feet; thence $90^{\circ}00'$ left and run South $89^{\circ}14'02''$ East for a distance of 15.07 feet to the point of beginning of the centerline of the 30 foot wide easement for a roadway; thence $95^{\circ}33'15''$ right and run South $6^{\circ}19'13''$ West along said centerline for a distance of 82.01 feet to the beginning of a curve to the right, said curve to the right having a radius of 7636.92 feet and a center angle of $0^{\circ}54'01''$; thence in a Southwesterly direction along the arc of said curve to the right and said centerline for a distance of 120.00 feet to the end of said curve to the right; thence at tangent to said curve run South $7^{\circ}13'14''$ West along said centerline for a distance of 158.94 feet to the beginning of a curve to the right, said curve to the right having a radius of 432.79 feet and a central angle of $28^{\circ}44'24''$; thence in a Southwesterly direction along the arc of said curve to the right and said centerline for a distance of

217.09 feet to the end of said curve to the right; thence at tangent to said curve run South 35°57'38" West along said centerline for a distance of 291.01 feet to the beginning of a curve to the right, said curve to the right having a radius of 165.79 feet and a central angle of 33°33'57"; thence in a Southwesterly direction along the arc of said curve to the right and said centerline for a distance of 97.12 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 214.99 feet and a central angle of 35°46'34"; thence in a Southwesterly direction along the arc of said curve to the left and said centerline for a distance of 134.24 feet to the end of said curve to the left; thence at tangent to said curve run South 33°45'01" West along said centerline for a distance of 43.61 feet to the beginning of a curve to the left, said curve to the left having a radius of 318.13 feet and a central angle of 36°07'53"; thence in a Southwesterly to Southeasterly direction along the arc of said curve to the left and said centerline for a distance of 200.61 feet to the end of said curve to the left and the beginning of a curve to the right, said curve to the right having a radius of 669.75 feet and a central angle of 18°08'08"; thence in a Southeasterly to Southwesterly direction along the arc of said curve to the right and said centerline for a distance of 211.99 feet to the end of said curve to the right and the beginning of another curve to the right which has a radius of 263.63 feet and a central angle of 48°55'13"; thence in a Southwesterly direction along the arc of said curve to the right and said centerline for a distance of 225.09 feet to the end of said curve to the right and the beginning of another curve to the right which has a radius of 394.11 feet and a central angle of 29°25'06"; thence in a Southwesterly to Northwesterly direction along the arc of said curve to the right and said centerline for a distance of 202.35 feet to the end of said curve to the right and the beginning of another curve to the right which has a radius of 385.75 feet and a central angle of 17°40'56"; thence in a Northwesterly direction along the arc of said curve to the right and said centerline for a distance of 119.05 feet to the end of said curve to the right and the beginning of another curve to the right which has a radius of 97.07 feet and a central angle of 93°49'36"; thence in a Northwesterly to Northeasterly direction along the arc of said curve to the right and said center for a distance of 158.96 feet to the end of said curve to the right; thence at tangent to said curve run North 25°36'07" East along said centerline for a distance of 37.31 feet to the beginning of a curve to the left, said curve to the left having a radius of 106.57 feet and a central angle of 50°16'04"; thence in a Northeasterly to Northwesterly direction along the arc of said curve to the left and said centerline for a distance of 93.50 feet to the end of said curve to the left; thence at tangent to said curve run North 24°39'57" West along said centerline for a distance of 36.22 feet to the beginning of a curve to the left, said curve to the left having a radius of 97.51 feet and a central angle of 34°12'08";

thence in a Northwesterly direction along the arc of said curve to the left and said centerline for a distance of 58.21 feet to the end of said curve to the left; thence at tangent to said curve run North 58°52'05" West along said centerline for a distance of 170.40 feet to the beginning of a curve to the right, said curve to the right having a radius of 228.74 feet and a central angle of 36°18'24"; thence in a Northwesterly direction along the arc of said curve to the right and said centerline for a distance of 144.94 feet to the end of said curve to the right; thence at tangent to said curve run North 22°33'41" West along said centerline for a distance of 38.44 feet to the beginning of a curve to the left, said curve to the left having a radius of 274.17 feet and a central angle of 20°40'14"; thence in a Northwesterly direction along the arc of said curve to the left and said centerline for a distance of 98.91 feet to the end of said curve to the left; thence at tangent to said curve run North 43°13'55" West along said centerline for a distance of 29.02 feet to the beginning of a curve to the left, said curve to the left having a radius of 152.59 feet and central angle of 36°17'04"; thence in a Northwesterly direction along the arc of said curve to the left and said centerline for a distance of 96.63 feet to the end of said curve to the left; thence at tangent to said curve run North 79°30'59" West along said centerline for a distance of 49.10 feet to the beginning of a curve to the right, said curve to the right having a radius of 222.33 feet and a central angle of 25°20'54"; thence in a Northwesterly direction along the arc of said curve to the right and said centerline for a distance of 98.36 feet to the end of said curve to the right; thence at tangent to said curve run North 54°10'05" West along said centerline for a distance of 347.63 feet to a point in the center of the asphalt paved roadway of Alabama State Highway No. 25, said point being the point of ending of the 30 foot wide easement for a roadway. Except that part of said easement lying within the right of way of State of Alabama Highway No. 25.