

AFTER RECORDING RETURN TO:

UPF WASHINGTON INC
12410 E MIRABEAU PKWY #100
SPOKANE VALLEY WA 99216
REF # 391368


PREPARED OUT OF STATE BY:

Traci S. Jackson
Singleton Cooksey PLLC
Attorneys-at-Law
6363 Woodway, Suite 600
Houston, Texas 77057

Tax Parcel Nos. 27-6-13-0-000-007.000, and
27-6-14-0-000-017.000

Cross Reference: Instrument No. 1993-12439,
Instrument No. 2001-22972,
Instrument No. 20081215000466020,
Instrument No. 20081215000466030,
Instrument No. 20081215000466040,
Official Records of Shelby County,
Alabama

Shelby County, AL 09/29/2015
State of Alabama
Deed Tax: \$124.00


20150929000339770 1/21 \$198.00
Shelby Cnty Judge of Probate, AL
09/29/2015 12:39:26 PM FILED/CERT

GROUND LEASE EXTENSION AGREEMENT

THIS GROUND LEASE EXTENSION AGREEMENT (the "Agreement") is by and between Crown Castle South LLC, a Delaware Limited Liability Company ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company ("Tenant") effective as of January 31, 2014 ("Effective Date").

Whereas, Landlord has acquired an easement ("Easement") along with the concomitant ground lease, as may be amended ("Ground Lease") attached hereto and incorporated by reference as Exhibit "A", relating to a certain tower site ("Tower Site") upon which Tenant has one or more communication towers and related improvements or assets, as more particularly described on Exhibit "B" attached hereto and incorporated by reference; and

Whereas, the Tower Site has been subleased pursuant to that certain Site Designation Supplement and Memorandum of Sublease between Bellsouth Mobility Inc., a Georgia corporation ("Bellsouth"), predecessor in interest to Tenant, and Crown Castle South Inc., a Delaware corporation, dated effective as of August 1, 1999, and recorded in Instrument No. 2001-22972 in the official records of Shelby County, Alabama; and

Whereas, the Tower Site and Ground Lease have been identified as Tenant Site: BIR CL, Fixed Asset No. 10022169, BU# 811744; and

Site Name: BIR CL BIR142
BUN: 811744

Whereas, Landlord and Tenant desire and mutually agree to extend the term of the Ground Lease; and

Whereas, Landlord and Tenant have mutually agreed upon terms for the extension of the Ground Lease and they desire to memorialize such agreement in this Agreement.

Now, Therefore, Landlord and Tenant, for good and valuable consideration, agree as follows:

Definitions

"Agreement" means this Ground Lease Extension Agreement.

"Easement" means that certain Grant of Easement dated January 11, 2008, between E.G. Frost (a/k/a Edgar G. Frost) and wife, Norma W. Frost, as grantors (collectively, "Original Landlord"), and Landlord, as grantee, and recorded in Instrument No. 20081215000466030 in the official records of Shelby County, Alabama.

"Easement for Access" means that certain Grant of Easement dated February 11, 2008, between Dora-Grace F. Smith, an unmarried woman, as grantor, and Landlord, as grantee, and recorded in Instrument No. 20081215000466020 in the official records of Shelby County, Alabama.

"Ground Lease" means that certain Option and Lease Agreement dated December 27, 1991, between Elizabeth J. Frost, Dora Grace Smith, Amelia Lum, Julia Wilson, and Edgar G. Frost, predecessors in interest to Original Landlord, collectively, as lessor, and Bellsouth, as lessee, as may have been amended and/or assigned, for property located in Calera, Shelby County, Alabama, evidence of which is recorded in Instrument No. 1993-12439 in the official records of Shelby County, Alabama. The Original Landlord's interest in the lease was assigned to Landlord in that certain Assignment of Lease dated January 11, 2008, between Original Landlord, as assignor, and Landlord, as assignee, and recorded in Instrument No. 20081215000466040 in the official records of Shelby County, Alabama.

"Tenant's Notice Address" means c/o AT&T Mobility LLC, Attn: Network Real Estate Administration, Re: Fixed Asset #10022169; Cell Site Name: BIR CL, Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324, With a copy to: AT&T Legal Department- Network, Attn: Network Counsel, Re: Fixed Asset #10022169; 208 S. Akard Street, Dallas, Texas, 75202-4206, With a copy to: Crown Castle USA Inc., E. Blake Hawk, General Counsel, Attn: Legal Department, 2000 Corporate Drive, Canonsburg, PA 15317.

"Landlord's Notice Address" means c/o Crown Castle USA Inc., E. Blake Hawk, General Counsel, Attn: Legal Department, 2000 Corporate Drive, Canonsburg, PA 15317.

Ground Lease Term. Effective as of the date of this Agreement, the term of the Ground Lease shall be extended to the earlier of (i) May 31, 2099 or (ii) the termination date of the Easement. If there is any conflict between the Ground Lease and this Agreement, this Agreement shall prevail.

Notices. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Landlord at Landlord's Notice Address and to Tenant at Tenant's Notice Address.

Other: No other term or condition, including the payment of any consideration, shall be changed except as set forth herein.

[Remainder of page intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, Landlord and Tenant having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year first written above.

LANDLORD:

Crown Castle South LLC,
a Delaware limited liability company

By: Angela A. Siebe
Name: Angela Siebe
Title: Director of Land Acquisition Operations

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

On this 31 day of January, 2014, before me, the undersigned authority in and for the above-stated jurisdiction, personally appeared **Angela Siebe**, as Director of Land Acquisition Operations of **CROWN CASTLE SOUTH LLC**, a Delaware limited liability company, for and on behalf of said entity, who is personally known to me or has furnished satisfactory evidence that she is the person who appeared before me, who, after being by me duly sworn, declared that she executed the above and foregoing Ground Lease Extension Agreement for the purposes, intents and consideration therein contained, as her free act and deed and on behalf of said entity.

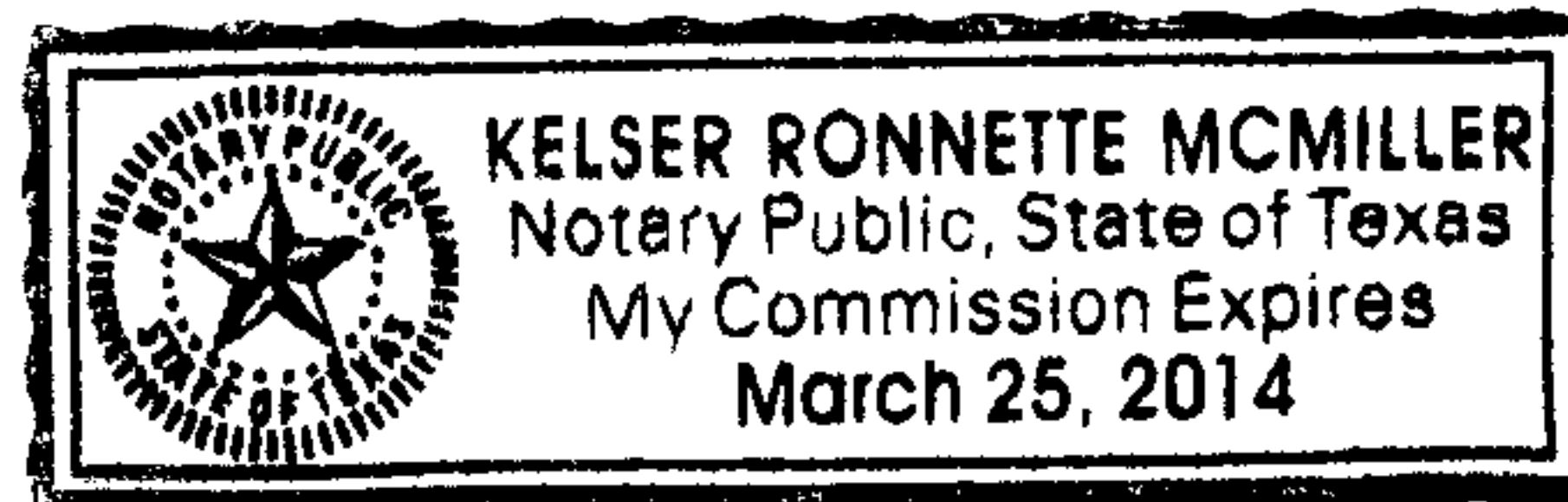
In Witness Whereof, I have hereunto signed this acknowledgment with said appearer and said witnesses, on the date set forth above, after reading of the whole.

Kel Miller
Signature of Notary Public

Kelser McMiller
Printed Name of Notary Public:

My Commission Expires: 3-25-14

[Seal]



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Shelby Cnty Judge of Probate, AL
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TENANT:
New Cingular Wireless PCS LLC,
a Delaware limited liability company

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

By: M Wiggins
Name: Marcus Wiggins
Its: Area Manager Network Lease Administration

STATE OF Georgia §
COUNTY OF Fulton §

On this 22nd day of November, 2013, before me, the undersigned authority in and for the above-stated jurisdiction, personally appeared **Marcus Wiggins**, as Area Manager Network Lease Administration of AT&T Mobility Corporation, a Delaware corporation, the Manager of **NEW CINGULAR WIRELESS PCS LLC**, a Delaware limited liability company, for and on behalf of said entity, who is personally known to me or has furnished satisfactory evidence that she is the person who appeared before me, who, after being by me duly sworn, declared that she executed the above and foregoing Ground Lease Extension Agreement for the purposes, intents and consideration therein contained, as her free act and deed and on behalf of said entity.

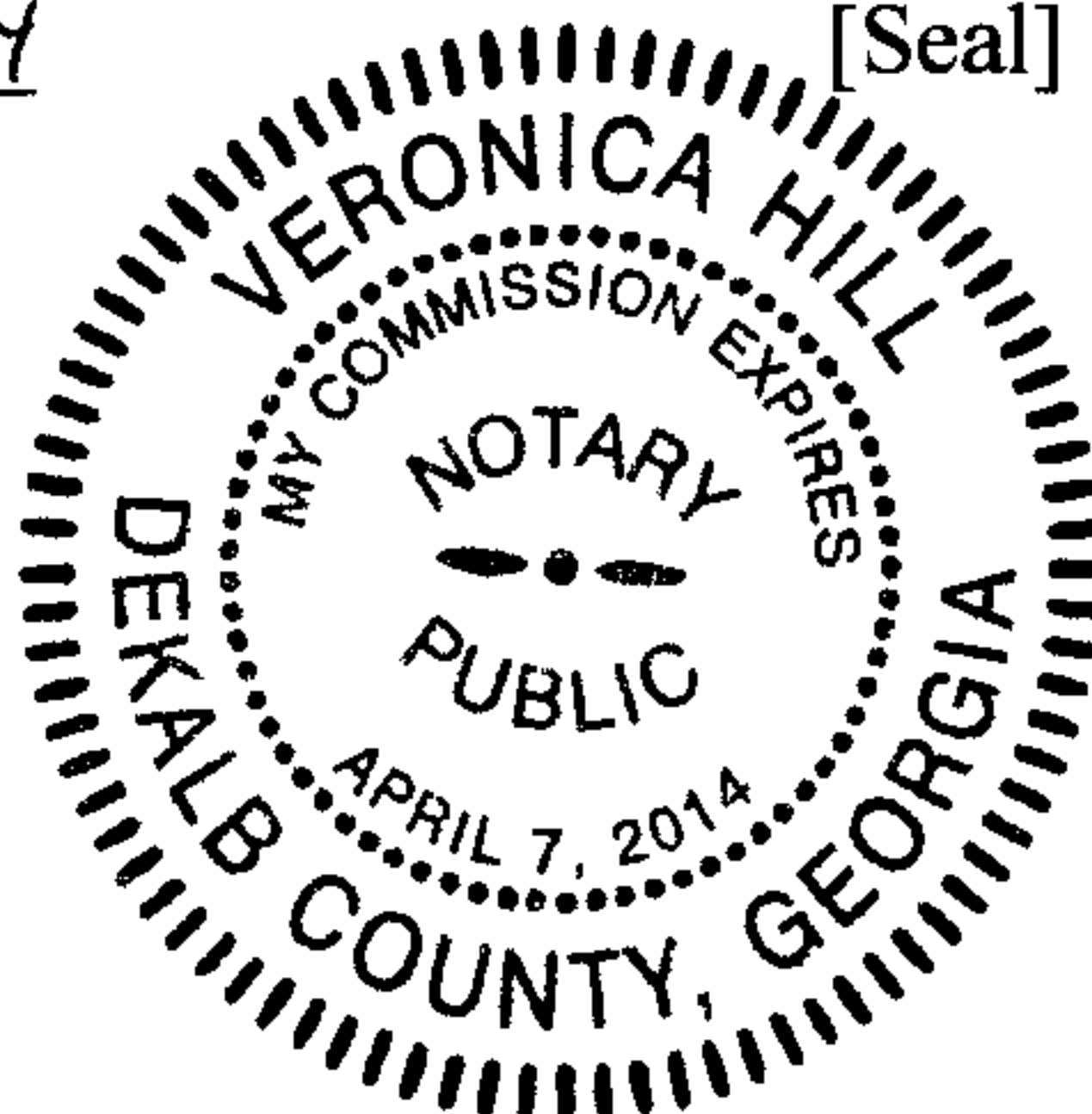
In Witness Whereof, I have hereunto signed this acknowledgment with said appearer and said witnesses, on the date set forth above, after reading of the whole.

Veronica Hill
Signature of Notary Public

Veronica Hill
Printed Name of Notary Public:

My Commission Expires: 04/07/14

[Seal]




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Exhibit A

Lease

[see attached]


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Site Name: BIR CL BIR142
BUN: 811744

EXHIBIT A

Inst • 1993-12439

OPTION AND LEASE AGREEMENT

This Agreement, made this 27th day of December, 1993, between Elizabeth J. Frost, Dora Grace Smith, Amelia Lum, Julia Wilson, and Edgar G. Frost, hereinafter designated LESSOR and BELLSOUTH MOBILITY INC, hereinafter designated TENANT.

05/04/1993-12439
08:14 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

RECITALS:

LESSOR is the owner of certain real property located in Shelby County, State of Alabama, and TENANT desires to obtain an Option to lease a portion of said real property containing approximately 6,650 square feet, together with a right of way for access thereto (said leased parcel and right of way hereinafter called "Property"). The property is more specifically shown outlined in red on Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of a sum of Five Hundred and 00/100 Dollars (\$500.00), hereinafter referred to as Option Money, to be paid by TENANT to the LESSOR, which TENANT will provide upon its execution of this Agreement, the LESSOR hereby grants to TENANT the right and Option to lease said portion of said real property including a right of way for access thereto for the term and in accordance with the covenants and conditions set forth herein.

The Option may be exercised at any time on or prior to February 8, 1992.

At TENANT's election, and upon TENANT's prior written notification to LESSOR, the time during which the Option may be exercised may be further extended for one additional period of six months, through and including August 8, 1992, with an additional payment of Five Hundred and 00/100 Dollars (\$500.00) by TENANT to LESSOR for the Option Period so extended. The time during which the Option may be exercised may be further extended by mutual agreement in writing. If during said Option Period, or during the term of the lease, if the Option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or LESSOR'S property contiguous thereto, LESSOR shall immediately notify TENANT in writing so that TENANT can take steps necessary to protect TENANT's interest in the Property.

LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgements or impediments of title on the Property.

This Option may not be sold, assigned, or transferred, at any time except to TENANT's principal, affiliates or subsidiaries of its principal. As to other parties, this Option may not be sold, assigned or transferred without the written consent of the LESSOR, such consent not to be unreasonably withheld.

Should TENANT fail to exercise this Option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this Option terminated, and LESSOR shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

O/L Guyed Fixed
06/90

See also Exhibit B (survey) recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 17, Page 37-38

Burn Forman
3000 South Street Tower
Birmingham, AL 35203



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The LESSOR shall permit TENANT during the Option Period, free ingress and egress to the Property to conduct such surveys, structural strength analysis, subsurface boring tests and other activities of similar nature, as TENANT may deem necessary, at the sole cost of TENANT.

Notice of the exercise of the Option shall be given by TENANT to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted. On the date of such notice the following Agreement shall take effect:

LEASE AGREEMENT

1. LESSOR hereby leases to TENANT that certain parcel of Property, containing approximately 6,650 square feet, situated in Shelby County, State of Alabama, together with the nonexclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along a twenty foot (20') wide right of way extending from the nearest public right of way to the leased parcel, said leased parcel and right of way for access being substantially as described herein in Exhibit "A" and as shown enclosed within red lines on Exhibit "A" attached hereto and made a part hereof. Said leased parcel and right of way for access shall be hereinafter referred to as "Property". LESSOR shall cooperate with TENANT in its effort to obtain utility services along said right of way by signing such documents or easements as may be required by said utility companies. In the event any public utility is unable to use the aforementioned right of way, the LESSOR hereby agrees to grant an additional right of way either to the TENANT or to the public utility at no cost to the TENANT.

2. LESSOR also hereby grants to TENANT the right to survey said Property, and the legal description on said survey shall then become Exhibit "B", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A". LESSOR grants TENANT the right to take measurements, make calculations, or to note other structures, setbacks, uses, or other information as deemed by TENANT to be relevant and pertinent, as such information relates to LESSOR'S real property, leased or otherwise abutting or surrounding the Property. Cost for such work shall be borne by the TENANT.

3. This Agreement shall be for an initial term of five (5) years beginning on the date the Option is exercised by TENANT at an annual rental of Five Thousand and 00/100 Dollars (\$5,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to Edgar G. Frost or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.

4. TENANT shall have the Option to extend this lease for four (4) additional five (5) year terms by giving the LESSOR written notice of its intention to do so at least six (6) months prior to the end of the then current term.

5. The annual rental for the first (1st) five (5) year extension term shall be increased to Five Thousand, Five Hundred and 00/100 Dollars (\$5,500.00); the second (2nd) five (5) year extension term shall be increased to Six Thousand, Fifty and 00/100 Dollars (\$6,050.00); the third (3rd) five (5) year extension term shall be increased to Six Thousand, Six Hundred Fifty Five and 00/100 Dollars (\$6,655.00); and the fourth (4th) five (5) year extension term shall be increased to Seven Thousand, Three Hundred Twenty One and 00/100 Dollars (\$7,321.00).



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6. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Monthly rental for this period shall be equal to the rent paid for the last month of the fourth (4th) five (5) year extension.

7. TENANT shall use the Property for the purpose of constructing, maintaining and operating a Communications Facility and uses incidental thereto, consisting of a building or buildings as necessary now or in the future to shelter telecommunications equipment and related office space, a free standing monopole or three sided antenna structure of sufficient height now or in the future to meet TENANT's telecommunication needs and all necessary connecting appurtenances. A security fence consisting of chain link construction or similar but comparable construction may at the option of TENANT be placed around the perimeter of the Property (not including the access easement). All improvements shall be at TENANT's expense and LESSOR grants TENANT the right to use adjoining and adjacent land as is reasonably required during construction, installation, maintenance, and operation of the Communications Facility. TENANT will maintain the Property in a reasonable condition. It is understood and agreed that TENANT's ability to use the Property is contingent upon its obtaining after the execution date of this Agreement, all of the certificates, permits and other approvals that may be required by any federal, state or local authorities. LESSOR shall cooperate with TENANT in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by TENANT. LESSOR agrees to sign such papers as required to file applications with the appropriate zoning authority and/or commission for the proper zoning of the Property as required for the use intended by the TENANT. TENANT will perform all other acts and bear expenses associated with the rezoning procedure. LESSOR agrees not to register any written or verbal opposition to the rezoning procedures. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to TENANT is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Property for its intended purposes, TENANT shall have the right to terminate this Agreement. Notice of the TENANT's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the LESSOR as evidenced by the return receipt. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other.

8. TENANT shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by the TENANT, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the LESSOR, or its servants or agents.

9. LESSOR agrees that TENANT may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

10. TENANT will be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on the Property. TENANT shall reimburse LESSOR as additional rent for any increase in real estate taxes levied against the leased Property which are directly attributable to the improvements constructed by TENANT and are not separately levied or assessed against TENANT's improvements by the taxing authorities.


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11. TENANT upon termination of this Agreement, shall, within a reasonable period, remove its personal property and fixtures and restore the Property to its original above grade condition, reasonable wear and tear excepted. At LESSOR's option when this Agreement is terminated and upon LESSOR's advance written notice to TENANT, TENANT will leave the foundation and security fence to become property of LESSOR. If such time for removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of personal property and fixtures are completed.

12. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of his real property which includes the parcel of property leased by TENANT herein and / or the right of way thereto to a purchaser other than TENANT, such sale shall be under and subject to this Lease Agreement and TENANT's rights hereunder. LESSOR agrees not to sell, lease or use any other areas of the larger parcel upon which Property is situated for placement of other communications facilities if, in TENANT's sole judgment, such installation would interfere with the facilities in use by TENANT.

13. LESSOR covenants that TENANT, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Leased Property.

14. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property.

15. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and TENANT and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or TENANT in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the parties.


16. This Lease Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Georgia.

17. This lease may not be sold, assigned or transferred at any time except to TENANT's principal, affiliates or subsidiaries of its principal or to any company upon which TENANT is merged or consolidated. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of the LESSOR, such consent not to be unreasonably withheld. TENANT may sublease this Lease upon notice to LESSOR.

18. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

TENANT: BellSouth Mobility Inc
15 Century Boulevard, Suite 200
Nashville, Tennessee 37214
Attn: Real Estate Department

LESSOR: Elizabeth J. Frost,
Bora Grace Smith,
Amelia Lum,
Julia Wilson, and
Edgar G. Frost
225 Highway 222
Calera, Alabama 35040


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19. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

20. At LESSOR's option, this Agreement shall be subordinate to any mortgage by LESSOR which from time to time may encumber all or part of the Property or right of way; provided, however, every such mortgage shall recognize the validity of the Agreement in the event of a foreclosure of LESSOR's interest and also TENANT's right to remain in occupancy of and have access to the Property as long as Tenant is not in default of this Agreement. TENANT shall execute in a timely manner whatever instruments as may reasonably be required to evidence this subordination clause. In the event the Leased Property is encumbered by a mortgage, the LESSOR, no later than ten (10) days after this lease is exercised, shall have obtained and furnish to TENANT, a non-disturbance instrument for each such mortgage.

21. If the whole of the leased premises or such portion thereof as will make the premises unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between LESSOR and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of LESSOR and TENANT hereunder. Nothing in this provision shall be construed to limit or affect TENANT's right to an award of compensation of any eminent domain proceeding for the taking of TENANT's leasehold interest hereunder.


22. TENANT, at TENANT's option may erect either a self supporting tower or a guyed tower suitable for his proposed use. Should TENANT choose to erect a guyed tower, Lessor grants TENANT easements for the purpose of anchoring and mounting guy wires extending from TENANT's tower. Said easement shall extend 320 feet in all directions from the leased parcel.

23. LESSOR grants that TENANT has the following rights:

A. Twenty-four hour, seven day a week right of ingress and egress to said guy anchors for purposes of maintenance, inspection, and installation to insure the proper installation and operation of the TENANT's facility. Such inspection, maintenance and installation shall be TENANT's sole responsibility and all such costs shall be borne by TENANT.

B. The right to clear all trees, undergrowth, or other obstructions and to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees and limbs which may interfere with or fall upon TENANT's tower or tower's guy wires.

24. TENANT, at TENANT'S option, may obtain title insurance on the leased property. LESSOR, at LESSOR'S expense, shall cooperate with TENANT'S efforts to obtain such title insurance policy by executing documents or obtaining requested documentation as is required by the title insurance company. At TENANT'S option, should the LESSOR fail to provide requested documentation within thirty days of TENANT'S request, or fail to provide the non-disturbance instrument(s) as noted in Paragraph 20 of this Agreement, TENANT may withhold and accrue the monthly rental until such time as the requested document(s) is (are) received.


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25. LESSOR shall hold TENANT harmless from and indemnify TENANT against and from any damage, loss, expenses or liability resulting from the discovery by any person of hazardous substance generated, stored, disposed of, or transported to or over Property as long as such substance was not stored, disposed of, or transported to or over the Property by TENANT, its agents, contractors, employees, or invitees. TENANT will be responsible for any and all damages, losses, and expenses and will indemnify LESSOR against and from any discovery by any persons or such hazardous wastes generated, stored, or disposed of as a result of TENANT'S equipment and uses of the aforementioned Property.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

Signed, sealed and delivered in the presence of:

LESSOR:

Sandra C. Dawson
WITNESS

Elizabeth J. Frost (Seal)

Judith Santa Cruz
WITNESS

Quinn B. Dickini
NOTARY PUBLIC

Notary Public, Alabama State At Large
My Commission Expires Jan. 23, 1993

Sandra C. Dawson
WITNESS

Dora-Grace F. Smith (Seal)

Judith Santa Cruz
WITNESS

Quinn B. Dickini
NOTARY PUBLIC

Notary Public, Alabama State At Large
My Commission Expires Jan. 23, 1993

Sandra C. Dawson
WITNESS

Amelia Lums (Seal)

Judith Santa Cruz
WITNESS

Quinn B. Dickini
NOTARY PUBLIC

Notary Public, Alabama State At Large
My Commission Expires Jan. 23, 1993

Shirley P. Sheffield
WITNESS

Julia Wilson (Seal)

Shirley P. Sheffield
WITNESS

Quinn B. Dickini
NOTARY PUBLIC

MY COMMISSION EXPIRES JUNE 4, 1995

May S. Humphreys

Sandra C. Dawson
WITNESS

Edgar H. Frost (Seal)

Judith Santa Cruz
WITNESS

Quinn B. Dickini
NOTARY PUBLIC

Notary Public, Alabama State At Large
My Commission Expires Jan. 23, 1993



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Signed, sealed and delivered in the presence of:

TENANT: BELLSOUTH MOBILITY INC


Shelby R. Blum
WITNESS

M. F. Hill
BY:
TITLE President

Shelby R. Blum
WITNESS

Shelby R. Blum
NOTARY PUBLIC

(CORPORATE SEAL)


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Shelby Cnty Judge of Probate, AL
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STATE OF Alabama
COUNTY OF Shelby

I, Paul B. Dickson, a Notary Public in and for said
County in said State, hereby certify that Dora Grace
Smith whose name is signed to the foregoing conveyance,
and who is known to me, acknowledged before me on this day that, being
informed of the contents of the conveyance, he/she executed the same
voluntarily on the day the same bears date.

Given under my hand this 27th day of September, 1997.

Paul B. Dickson
Notary Public

My Commission expires Notary Public, Alabama State At Large
My Commission Expires Jan. 23, 1993


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STATE OF Alabama
COUNTY OF Shelby

I, Emily B. Dickson, a Notary Public in and for said
County in said State, hereby certify that Amelia
Reem whose name is signed to the foregoing conveyance,
and who is known to me, acknowledged before me on this day that, being
informed of the contents of the conveyance, he/she executed the same
voluntarily on the day the same bears date.

Given under my hand this 27th day of September, 19 91

Emily B. Dickson
Notary Public

My Commission expires Notary Public, Alabama State At Large
My Commission Expires Jan. 23, 1993



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STATE OF Alabama
COUNTY OF SHELBY

I, Paul B. Perkins, a Notary Public in and for said
County in said State, hereby certify that Edgar G.
Host whose name is signed to the foregoing conveyance,
and who is known to me, acknowledged before me on this day that, being
informed of the contents of the conveyance, he/she executed the same
voluntarily on the day the same bears date.

Given under my hand this 27th day of September, 1991.

Paul B. Perkins
Notary Public

My Commission expires _____
Notary Public, Alabama State At Large
My Commission Expires Jan. 23, 1998

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Shelby Cnty Judge of Probate, AL
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STATE OF Alabama
COUNTY OF Chehune

I, May S. Hampton, a Notary Public in and for said
County in said State, hereby certify that Julia
Wilson whose name is signed to the foregoing conveyance,
and who is known to me, acknowledged before me on this day that, being
informed of the contents of the conveyance, he/she executed the same
voluntarily on the day the same bears date.

Given under my hand this 30th day of Sept., 1991.

May S. Hampton
Notary Public

My Commission expires MY COMMISSION EXPIRES JUNE 4, 1995.



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Shelby Cnty Judge of Probate, AL
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STATE OF GEORGIA

COUNTY OF FULTON

I, Cathy H. Clayton, a Notary Public in and for the State and County aforesaid, hereby certify that M.L. Neel, personally known to me to be the President of BellSouth Mobility Inc appeared before me this day in person in the State of Georgia, County of Fulton and acknowledged the execution and delivery of the foregoing instrument to be the free act and deed of BellSouth Mobility and his free act and deed as such officer thereof.

Cathy H. Clayton

Notary Public, Fulton County, Georgia

My Commission Expires May 23, 1994

My Commission expires

WITNESS MY HAND and notarial seal this 20th day
of December, 1991.

Cathy H. Clayton
Notary Public



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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA
JEFFERSON COUNTY

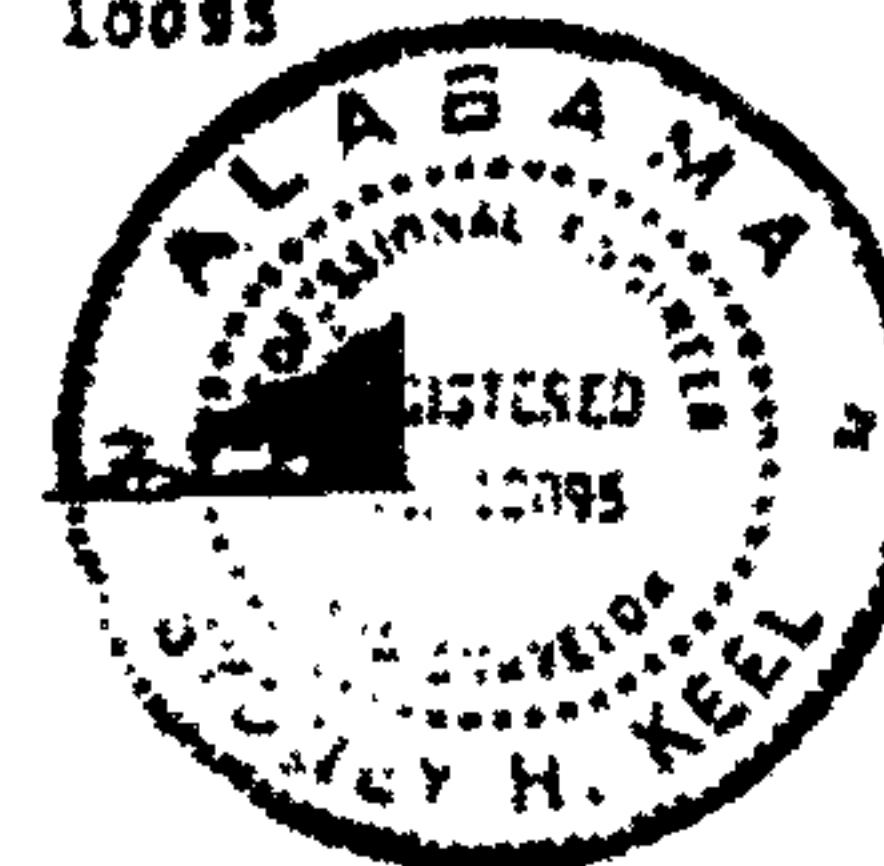
I, Sydney H. Keel, a Registered Surveyor of Birmingham, Alabama hereby certify that this is a true and correct map or plat of the property shown and described hereon and that I have established or set iron pipe markers at the corners of same.

DESCRIPTION: (Site)

A parcel of land situated in the Northeast Quarter of the Southeast Quarter of Section 14, Township 22 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows: Commence at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 14, Township 22 South, Range 3 West, Shelby County, Alabama and run South 0°00' East along the East line of said Quarter Quarter Section for a distance of 178.00 to the point of beginning; thence continue South 0°00' East for a distance of 90.00 feet; thence 90°00' right and run South 90°00' West for a distance of 55.00 feet; thence 90°00' right and run North 0°00' West for a distance of 90.00 feet; thence 90°00' right and run North 90°00' East for a distance of 55.00 feet to the point of beginning. Containing 4950 square feet.

According to my survey this the 13th day of January, 1993.

Sydney H. Keel
Sydney H. Keel, Ala. Reg. No. 10095
J. M. Keel and Associates
Engineers and Surveyors
1602 Third Avenue North
Birmingham, Alabama 35203
Phone 205-322-8686



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DESCRIPTION: (Access Easement)

An access easement for a roadway being 20 feet in width on, over, and across part of the West half of the Southwest Quarter of Section 13, Township 22 South, Range 3 West, Shelby County, Alabama and the centerline of said 20 foot wide easement being more particularly described as follows: Commence at the Northwest corner of the Southwest Quarter of Section 13, Township 22 South, Range 3 West, Shelby County, Alabama and run South 0°00' East along the West line of said Quarter Section for a distance of 243.00 feet; thence 90°00' left and run North 90°00' East for a distance of 10.00 feet to the point of being of the centerline of said 20 foot wide access easement; thence 90°00' right and run South 0°00' East along the centerline of the 20 foot wide access easement for a distance of 1448.66 feet to the beginning of a curve to the left, said curve to the left having a radius of 885.19 feet and a central angle of 6°27'37"; thence run in a Southeasterly direction along the arc of said curve and the centerline of said easement for a distance of 99.89 feet to the end of said curve to the left; thence at tangent to said curve run South 6°27'37" East along the centerline of said easement for a distance of 109.79 feet to the beginning of a curve to the left, said curve to the left having a radius of 820.43 feet and a central angle of 5°34'57"; thence in a Southeasterly direction along the arc of said curve and said centerline for a distance of 79.94 feet to the end of said curve to the left; thence at tangent to said curve run South 12°02'54" East along said centerline for a distance of 187.74 feet to the beginning of a curve to the left, said curve to the left having a radius of 479.76 feet and a central angle of 9°31'35"; thence in a Southeasterly direction along the arc of said curve and said centerline for a distance of 79.62 feet to the end of said curve to the left; thence at tangent to said curve run South 21°34'49" East along said centerline for a distance of 28.08 feet to the beginning of a curve to the left, said curve to the left having a radius of 176.93 feet and a central angle of 25°28'44"; thence in a Southeasterly direction along the arc of said curve and said centerline for a distance of 78.68 feet to the end of said curve to the left; thence at tangent to said curve run South 47°03'33" East along said centerline for a distance of 41.73 feet to the beginning of a curve to the right, said curve to the right having a radius of 113.82 feet and a central angle of 41°44'40"; thence in a Southeasterly to Southerly direction along the arc of said curve to the right and the centerline of said 20 foot wide easement for a distance of 82.93 feet to the end of said curve to the right; said point being the point of ending of the centerline of the 20 foot wide access easement. Said point being situated in the center of the asphalt pavement of Shelby County Highway No. 222, except that part of said easement within the right of way of Shelby County Highway No. 222.

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SHELBY COUNTY JUDGE OF PROBATE
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Inst # 1993-12439

Legal Description of Tower Site
(Easement Area)

EXHIBIT B

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN SOUTH 0°00' EAST ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION FOR A DISTANCE OF 178.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0°00' EAST FOR A DISTANCE OF 90.00 FEET; THENCE 90°00' RIGHT AND RUN SOUTH 90°00' WEST FOR A DISTANCE OF 55.00 FEET; THENCE 90°00' RIGHT AND RUN NORTH 0°00' WEST FOR A DISTANCE OF 90.00 FEET; THENCE 90°00' RIGHT AND RUN NORTH 90°00' EAST FOR A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING. CONTAINING 4950 SQUARE FEET.

Together with:

PART OF A PARCEL OF LAND OWNED BY E. G. FROST & NORMA FROST, DOCUMENT NUMBER 20060908000444010, PARCEL ID NUMBERS 27-6-14-0-000-017.000 AND 27-6-13-0-000-007.000, BEING DESCRIBED AS 3 STRIPS OF LAND 20 FEET IN WIDTH FOR GUY PATH EASEMENTS SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, AND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND LYING 10.00 FEET TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN SOUTH 0°00'00" EAST ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION FOR A DISTANCE OF 178.01 FEET; THENCE RUN SOUTH 69°33'01" WEST A DISTANCE OF 42.05 FEET TO THE CENTER OF AN EXISTING GUYED TOWER, A POINT HEREINAFTER REFERRED TO AS 'POINT A', AND THE POINT OF BEGINNING OF GUY PATH EASEMENT NO. 1; THENCE RUN NORTH 58°56'34" WEST A DISTANCE OF 330.88 FEET TO THE ENDING POINT OF GUY PATH EASEMENT NO. 1; ALSO BEGINNING AT SAID 'POINT A' AND RUN NORTH 61°04'43" EAST A DISTANCE OF 332.05 FEET TO THE ENDING POINT OF GUY PATH EASEMENT NO. 2; ALSO BEGINNING AT SAID 'POINT A' AND RUN SOUTH 01°07'05" WEST A DISTANCE OF 332.75 FEET TO THE ENDING POINT OF GUY PATH EASEMENT NO. 3. CONTAINING 17,456 SQUARE FEET (0.40 ACRES) MORE OR LESS.

Together with:

AN ACCESS EASEMENT FOR A ROADWAY BEING 20 FEET IN WIDTH ON, OVER, AND ACROSS PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND THE CENTERLINE OF SAID 20 FOOT WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN SOUTH 0°00' EAST ALONG THE WEST LINE OF SAID QUARTER SECTION FOR A DISTANCE OF 243.00 FEET; THENCE 90°00' LEFT AND RUN NORTH 90°00' EAST FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 20 FOOT WIDE ACCESS EASEMENT; THENCE 90°00' RIGHT AND RUN SOUTH 0°00' EAST FOR A DISTANCE OF 1448.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE TO THE LEFT HAVING A RADIUS OF 885.19 FEET AND A CENTRAL ANGLE OF 6°27'57"; THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND THE CENTERLINE OF SAID EASEMENT FOR A DISTANCE OF 99.89 FEET TO THE END OF SAID CURVE TO THE LEFT; THENCE AT

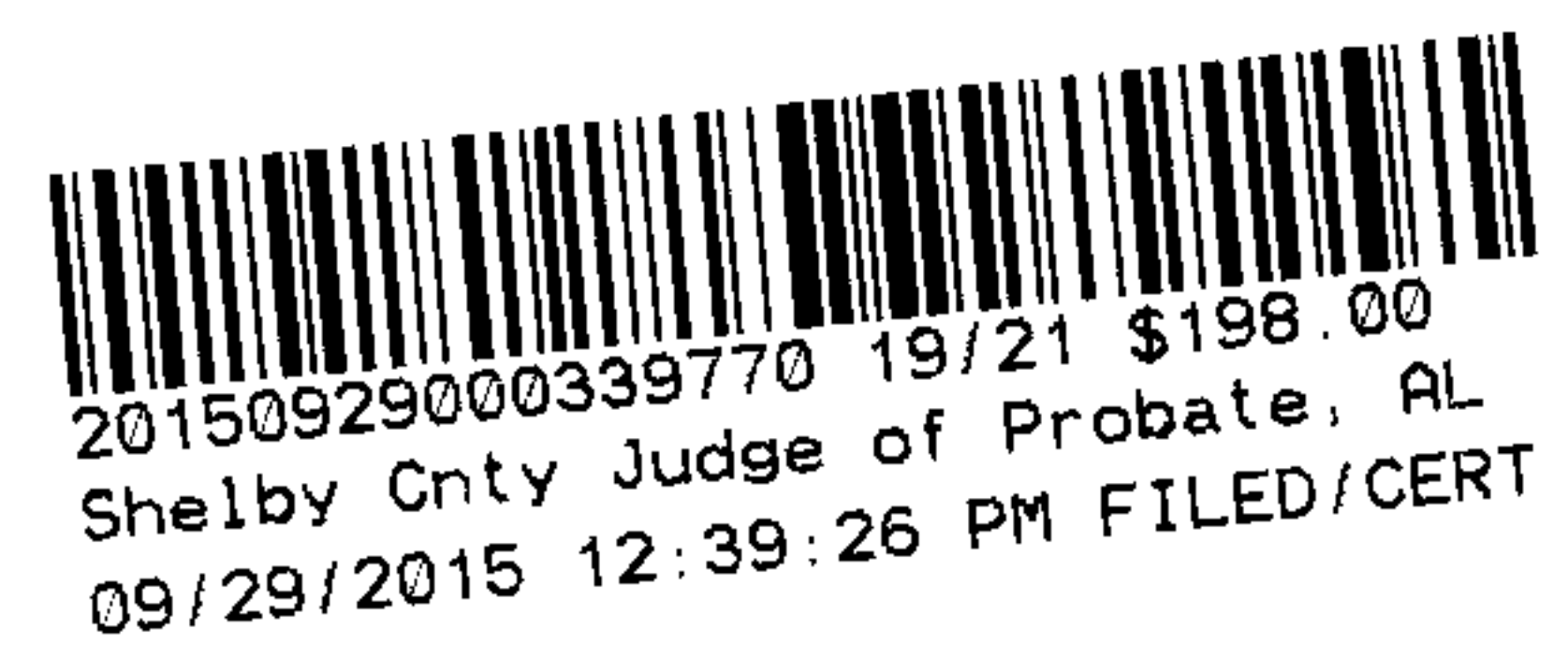



Exhibit B – Cont.

TANGENT TO SAID CURVE RUN SOUTH 6°27'57" EAST ALONG THE CENTERLINE OF SAID EASEMENT FOR A DISTANCE OF 109.79 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE TO THE LEFT HAVING A RADIUS OF 820.43 FEET AND A CENTRAL ANGLE OF 5°34'57"; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE FOR A DISTANCE OF 79.94 FEET TO THE END OF SAID CURVE TO THE LEFT; THENCE AT TANGENT TO SAID CURVE RUN SOUTH 12°02'54" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 187.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE TO THE LEFT HAVING A RADIUS OF 479.76 FEET AND A CENTRAL ANGLE OF 9°31'55"; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE FOR A DISTANCE OF 79.82 FEET TO THE END OF AID CURVE TO THE LEFT; THENCE AT TANGENT TO SAID CURVE RUN SOUTH 21°34'49" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 28.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE TO THE LEFT HAVING A RADIUS OF 176.93 FEET AND A CENTRAL ANGLE OF 25°28'44"; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE FOR A DISTANCE OF 78.68 FEET TO THE END OF SAID CURVE TO THE LEFT; THENCE AT TANGENT TO SAID CURVE RUN SOUTH 47°03'33" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 41.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 113.82 FEET AND A CENTRAL ANGLE OF 41°44'40"; THENCE IN A SOUTHEASTERLY TO SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE TO THE RIGHT AND THE CENTERLINE OF SAID 20 FOOT WIDE EASEMENT FOR A DISTANCE OF 82.93 FEET TO THE END OF SAID CURVE TO THE RIGHT SAID POINT BEING THE POINT OF ENDING OF THE CENTERLINE OF THE 20 FOOT WIDE ACCESS EASEMENT AND SAID POINT BEING SITUATED IN THE CENTER OF THE ASPHALT PAVEMENT OF SHELBY COUNTY HIGHWAY NO. 222, EXCEPT THAT PART OF SAID EASEMENT WITHIN THE RIGHT OF WAY OF SHELBY COUNTY HIGHWAY NO. 222. CONTAINING 44,745 SQUARE FEET (1.03 ACRES) MORE OR LESS.


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AN ACCESS EASEMENT FOR A ROADWAY BEING 20 FEET IN WIDTH ON, OVER, AND ACROSS PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND THE CENTERLINE OF SAID 20 FOOT WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN SOUTH 0°00' EAST ALONG THE WEST LINE OF SAID QUARTER SECTION FOR A DISTANCE OF 243.00 FEET; THENCE 90°00' LEFT AND RUN NORTH 90°00' EAST FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 20 FOOT WIDE ACCESS EASEMENT; THENCE 90°00' RIGHT AND RUN SOUTH 0°00' EAST FOR A DISTANCE OF 1448.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE TO THE LEFT HAVING A RADIUS OF 885.19 FEET AND A CENTRAL ANGLE OF 6°27'57"; THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND THE CENTERLINE OF SAID EASEMENT FOR A DISTANCE OF 99.89 FEET TO THE END OF SAID CURVE TO THE LEFT; THENCE AT TANGENT TO SAID CURVE RUN SOUTH 6°27'57" EAST ALONG THE CENTERLINE OF SAID EASEMENT FOR A DISTANCE OF 109.79 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE TO THE LEFT HAVING A RADIUS OF 820.43 FEET AND A CENTRAL ANGLE OF 5°34'57"; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE FOR A DISTANCE OF 79.94 FEET TO THE END OF SAID CURVE TO THE LEFT; THENCE AT TANGENT TO SAID CURVE RUN SOUTH 12°02'54" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 187.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE TO THE LEFT HAVING A RADIUS OF 479.76 FEET AND A CENTRAL ANGLE OF 9°31'55"; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE FOR A DISTANCE OF 79.82 FEET TO THE END OF SAID CURVE TO THE LEFT; THENCE AT TANGENT TO SAID CURVE RUN SOUTH 21°34'49" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 28.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE TO THE LEFT HAVING A RADIUS OF 176.93 FEET AND A CENTRAL ANGLE OF 25°28'44"; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE FOR A DISTANCE OF 78.68 FEET TO THE END OF SAID CURVE TO THE LEFT; THENCE AT TANGENT TO SAID CURVE RUN SOUTH 47°03'33" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 41.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 113.82 FEET AND A CENTRAL ANGLE OF 41°44'40"; THENCE IN A SOUTHEASTERLY TO SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE TO THE RIGHT AND THE CENTERLINE OF SAID 20 FOOT WIDE EASEMENT FOR A DISTANCE OF 82.93 FEET TO THE END OF SAID CURVE TO THE RIGHT SAID POINT BEING THE POINT OF ENDING OF THE CENTERLINE OF THE 20 FOOT WIDE ACCESS EASEMENT AND SAID POINT BEING SITUATED IN THE CENTER OF THE ASPHALT PAVEMENT OF SHELBY COUNTY HIGHWAY NO. 222, EXCEPT THAT PART OF SAID EASEMENT WITHIN THE RIGHT OF WAY OF SHELBY COUNTY HIGHWAY NO. 222. CONTAINING 44,745 SQUARE FEET (1.03 ACRES) MORE OR LESS.

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