

TUSCALOOSA COUNTY COMMISSION

MEETING

January 21, 2009

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

This being the date and hour to which the Tuscaloosa County Commission adjourned, the County Commission met pursuant to such adjournment with Probate Judge W. Hardy McCollum presiding as Chairman. The following members were present:

Don Wallace
Gary Youngblood
Bobby Miller
Reginald Murray

Probate Judge W. Hardy McCollum presented a thirty-year service pin to Brenda Turner, and thanked her for her dedicated service to Tuscaloosa County.

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize payment of \$12,386.00 to Almon Associates for construction management of the Duncanville Middle School Access Road Project.

Exhibit 1-1, Page 135

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to declare Unit 028A, a 1993 Ford F150 truck, VIN #1FTEX15N5PKA67445, as surplus property to be liquidated.

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to enter into a Lease Agreement (Antenna Space) with Southern Communications

Services, Inc. d/b/a Southernline Wireless. Under the initial three year term, the county will lease space to Southernline at the Searles Road/Hannah Creek Road tower site for \$300.00 per month.

Exhibit 1-2, Pages 136-163

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution to grant a Petition of the Westervelt Company and Tuscaloosa County Industrial Development Authority for designation of land located in Tuscaloosa County as an Industrial Park and to be named Cedar Cove Technology Park.

Exhibit 1-3, Pages 164-170

Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to install three speed tables on Olivewood Road. A petition signed by residents of said road supporting the installation of speed tables is attached as an exhibit.

Exhibit 1-4, Page 171

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to adopt resolutions accepting the streets in Inverness Subdivision (all phases) and McPherson Hills Subdivision (all phases) for maintenance by Tuscaloosa County.

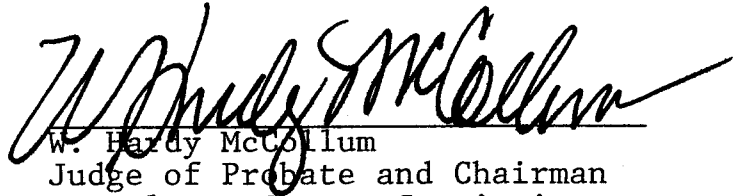
Exhibit 1-5, Pages 172-173

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to allow the County Engineer or his appointed designee to consult with the respective County Commissioner and a representative of the Sheriff's Office concerning the need, location, number, and installation of traffic calming devices along county roads without requiring the formal approval of the entire Commission.

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize the Engineering Department to amend the Tuscaloosa County Subdivision Regulations to include the installation of traffic calming devices

at the time of subdivision development. The proposed amendment will be brought back for the Commission's approval.

There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, February 4, 2009.



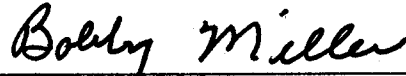
W. Hardy McCallum
Judge of Probate and Chairman
Tuscaloosa County Commission



Don Wallace
Commissioner - District I



Gary Youngblood
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV

1-1 XE

ACCOUNTS ARE DUE AND PAYABLE ON RECEIPT OF STATEMENT. ACCOUNTS NOT PAID IN FULL WILL BE ASSESSED A FINANCE CHARGE OF 1 1/2% PER MONTH BEGINNING 30 DAYS FROM DATE OF STATEMENT.

1-9-09

Total this invoice \$12,386.00

Total Phase II .00

Phase II Preliminary Design (NTE \$189,000) (Billed to Date \$157,907.50)
No Activity

Total Phase I Const 12,386.00

1,051.00

Testing-T L Inc

Amount	Rate	Hours	Totals	
540.00	120.00	4.50	431.50	Project Manager II
6,520.00	80.00	81.50	24.50	Staff Engineer
900.00	75.00	12.00	8.00	Engineering Tech III
.00	45.00	0.00	43.00	Clerical
.00	125.00	0.00	0.00	Professional Surveyor II
.00	80.00	0.00	0.00	Professional Surveyor I
1,505.00	35.00	43.00	8.00	Survey Tech I
400.00	50.00	8.00	8.00	Survey Tech II
1,470.00	60.00	24.50	431.50	Survey Tech III
11,335.00				

Phase I Construction Phase Services (NTE \$351,000) (Billed to Date \$226,758.00)

Total Phase I Final Design .00

Phase I Final Design (NTE \$122,800) (Billed to date \$ 121,569.21)

Professional Personnel
Phase I Preliminary Design (NTE \$73,200) (Billed to date \$ 73,187.50)
Complete

US 82 to Duncanville Middle School
Professional services from December 1, 2008 to December 31, 2008

Mr. Bobby Hagler
2810 35th Street
Tuscaloosa AL 35401

January 1, 2009
Project No: 2006168.20
Invoice No: 0000023

Invoice

P.O. Drawer 2729
Tuscaloosa, AL 35403



S.LINC Wireless Site Name: Searles
S.LINC Wireless Site Number: A-9398
Lat. 33-18-24.33 N
Long. 87-17-26.65 W

**LEASE AGREEMENT
(Antenna Space)**

THIS LEASE AGREEMENT ("Lease") is made and entered into by and between SOUTHERN COMMUNICATIONS SERVICES, INC. d/b/a SouthernLINC Wireless, a Delaware corporation, (the "Lessee"), and Tuscaloosa County, Alabama, a political subdivision of the State of Alabama, (the "Lessor") and is effective on the date it is executed by the later of Lessee and Lessor (hereinafter referred to as "Effective Date").

WITNESSETH:

THAT Lessor is the owner of a telecommunications tower (the "Tower Facilities") located on that certain tract or parcel of land (the "Land") located in Tuscaloosa County, Alabama and more particularly described on Exhibit "A" attached hereto and by reference made a part hereof;

THAT Lessor has this day rented and leased to Lessee the portion of the Tower Facilities and Land described on Exhibit "B" attached hereto and by reference made a part hereof (the "Premises").

For and in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, Lessor and Lessee hereby agree with each other as follows:

1. Lease and Easement. Lessor hereby leases and lets to Lessee, and Lessee hereby takes and hires from Lessor, the Premises upon and subject to the terms, conditions, covenants and provisions hereof, together with the right, privilege and easement over and across the Land, from the nearest public-right of-way, for parking, pedestrian and vehicular access to and from the Premises, as well as sufficient access to permit passage of all equipment, tools, parts and personnel required to install, operate, maintain, repair and replace Lessee's Facilities (as hereinafter defined), together with the right, privilege and easement over and across the Land for the purposes of providing electricity, data communications (including, but not limited to, fiber optic cable) and other utilities to the Premises, together with the right, privilege and easement to install on and attach to the Tower Facilities, and to construct, operate and maintain Lessee's equipment building and to maintain, operate, inspect, repair, replace, and add onto, cables, wires, supports, wave guides, conduits and other physical connections between Lessee's antennas and Lessee's other Facilities located in or about Lessee's equipment building including the right of access over and across the Land and Tower Facilities for the foregoing purposes.

2. Initial Term. The initial term of this Lease shall be three (3) years (the "Initial Term") and shall commence on the first (1st) day of the month following the Effective Date or the first (1st) day of the month following the date Lessee commences construction, whichever event occurs last (the "Commencement Date"), and shall terminate on the third (3rd) anniversary of the Commencement Date, unless sooner terminated or extended as herein provided. As rental for the Premises, Lessee shall pay to Lessor, in equal monthly installments on the first of each month, the

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4. Permits. The obligations of Lessee under this Lease are expressly subject to and conditioned upon the satisfaction (or waiver in writing by Lessee) of the following condition: receipt by Lessee of all necessary permits or other federal, state or local governmental authorizations (the "Permits") necessary for the use of the Premises by Lessee as an antenna site for Lessee's planned communications system, including, without limitation, any building, signage, zoning, variances, special use permits or other Permits deemed necessary by Lessee in connection with Lessee's intended use of the Premises. Lessor shall cooperate with Lessee in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Premises with respect to the proposed use thereof by Lessee. When applicable, 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 Premises as required for the use intended by Lessee. Lessee will perform all other acts 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 Lessee

Lessee shall pay rent at the rate set forth above from the Commencement Date throughout the term of this Lease on the first day of each and every calendar month. Lessee shall make such payment to the address set forth herein for notices, or to such other address as Lessor shall from time to time designate by written notice and thirty (30) days in advance of any rental payment date. Throughout this Lease, the Initial Term and Extension Term(s) may be referenced as "the term of this Lease".

(c) If at the end of the fourth (4th) Extension Term this Lease 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 Lease 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) Extension Term.

(b) The monthly rental shall escalate during each subsequent Extension Term at the rate of fifteen percent (15%) per term.

(a) Lessee shall have the option to extend this Lease for four (4) additional three (3) year terms (each an "Extension Term"). Unless either party shall have given to the other party written notice of its election not to renew this Lease on or before three (3) months prior to the end of the then current term, this Lease shall automatically be extended for the next Extension Term. In the event Lessee so notifies Lessor of its election not to extend, this Lease shall terminate. Rental for any partial month shall be prorated.

3. Extensions.

sum of Three Hundred and No/100 Dollars (\$300.00) during the Initial Term. Rental for any partial month shall be prorated. The monthly rental for the extension terms shall be calculated as set forth in Paragraph 3. Lessee shall have the right to pay such monthly rentals annually, in advance, payable upon commencement of this Lease and subsequently on or before the anniversary of each subsequent year that the Lease is in force.

is canceled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority or radio frequency propagation, or similar tests are found to be unsatisfactory so that Lessee, in its sole discretion, will be unable to use the Premises for its intended purposes, Lessee shall have the right to terminate this Lease. Notice of Lessee's exercise of its right to terminate shall be given to Lessor in writing in accordance with the requirements of Paragraph 25, entitled Notices. All rentals earned to said termination date shall be retained by Lessor. Any rent paid to Lessor, yet not earned to said termination date, shall immediately be reimbursed to Lessee. Notwithstanding the preceding sentence requiring the reimbursement to Lessee for unearned rent, upon such termination, this Lease shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other.

5. Assignment. Lessee may not assign, mortgage or otherwise encumber this Lease or all or any part of the Premises, without Lessor's consent. Lessee may not sublease all or any part of the Premises to an affiliate of Lessee without Lessor's consent. Lessee may not sublease all or any part of the Premises to any third party without Lessor's consent. Upon any such assignment of this Lease or subletting of all or any part of the Premises, Lessee shall be and remain fully responsible for all obligations under this Lease; provided, however, Lessor agrees that (a) upon an assignment of this Lease by Lessee to any present or future Affiliate of Lessee, including Lessee's Parent, The Southern Company, and the assumption by such assignee of the obligations of Lessee under this Lease, the Lessee named herein shall automatically and without any further documentation be released of all obligations under this Lease, and (b) upon an assignment of this Lease by Lessee to any other assignee which shall be deemed by Lessor in its discretion (to be exercised reasonably) to be creditworthy and capable of observing and performing the financial obligations of Lessee under this Lease, and the assumption by such assignee of the obligations of Lessee arising after the date of such assignment, Lessor shall release Lessee in writing of all obligations under this Lease arising after the date of such assignment. "Affiliate" shall mean any company, partnership, joint venture, limited liability company, or other entity controlled by, controlling or under common control with the specified party, together with any entity which acquires all or substantially all of the assets or issued and outstanding shares of capital stock of the specified party.

6. FAA and FCC Requirements. Lessee will install tower lighting at its sole cost and expense, in accordance with all tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC"). Such lighting will become the property of Lessor. Lessor will be responsible for monitoring the tower lighting for proper operation.

7. Maintenance of Tower Facilities. Lessor, at Lessor's sole cost and expense, shall maintain the Land and Tower Facilities in good order and repair (including, without limitation, all necessary replacements), and shall observe and comply with all present and future laws, statutes, ordinances, requirements, orders, directives, rules and regulations of the federal, state, and local governments and of all other governmental authorities affecting the Land, Tower Facilities or appurtenances thereto or any part thereof and whether or not the same are in force at the Commencement Date or may in the future be passed, enacted or directed. Lessor shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands that may in any manner arise out of or be imposed because of the failure of Lessor to comply with the foregoing.

8. Compliance by Lessee. Except as otherwise provided in Paragraphs 5 and 6 of this Lease, Lessee shall comply with all local, city, county, state and federal laws, rules, ordinances, statutes and regulations (including, but not limited to, FCC requirements applicable to Lessee's Facilities) now in effect or hereafter enacted as the same may apply to the use of the Premises by Lessee, and shall obtain, at Lessee's sole cost and expense, any licenses, permits and other approvals required for Lessee's use of the Premises. Lessor agrees, provided Lessor incurs no cost or expense, to cooperate with Lessee in obtaining such licenses, permits or approvals. Lessee shall be responsible for compliance with all FCC and/or OSHA radio frequency rules and regulations as they pertain to Lessee's equipment and Lessee shall hold Lessor harmless from any claim resulting from Lessee's operation of Lessee's equipment.

9. Lessee's Facilities. Lessee shall have the right to install, construct, repair, maintain, operate, remove, replace, upgrade and enhance on the Premises radio communications facilities, an equipment building, transmitters, receivers, generators for emergency power supply, radio transmitting and receiving antennas and related equipment and supporting structures as the same are more particularly described on Exhibit "C" attached hereto and by reference made a part hereof ("Lessee's Facilities"). Lessor grants Lessee the right to use adjoining and adjacent areas upon the Land and Tower Facilities as is reasonably required during construction, installation, maintenance and operation of the Lessee's Facilities. Lessee's Facilities shall be installed and constructed by Lessee at Lessee's sole cost and expense, in a good and workmanlike manner in accordance with Lessee's specifications. Lessor represents and warrants that the Tower Facilities have sufficient structural strength to accommodate Lessee's Facilities described on Exhibit "C" hereto. Title to Lessee's Facilities shall be and remain solely in Lessee. Lessee, at Lessee's sole cost and expense, shall maintain Lessee's Facilities in good order and repair. Lessee shall return the Premises to Lessor at the termination or expiration of the term of this Lease in as good condition and repair as when first received, reasonable wear and tear excepted.

10. Utilities. Lessee shall be responsible for, shall cause to be separately metered, and shall promptly pay in full for all electricity consumed by Lessee at the Premises. Lessor shall execute any documentation for easements needed to provide any utilities to the Premises.

11. Liens. Lessee shall not create or permit to remain, and shall promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Premises, or any part thereof or upon Lessee's rights under this Lease that arises from the use or occupancy of the Premises by Lessee or by reason of any labor, service or material furnished or claimed to have been furnished to or for the benefit of Lessee or by reason of any construction, repairs or demolition by or at the direction of Lessee.

12. Interference. Lessee shall operate Lessee's Facilities in a manner that will not cause interference to Lessor or to other lessees of the Tower Facilities provided that the rights of such other lessees predate the date of this Lease. From and after the date of this Lease, Lessor shall not install and shall not permit its lessees or licensees to install new equipment on or about the Tower Facilities if such equipment causes interference with Lessee's operations. Such interference shall be deemed a material breach by Lessor. In the event any such interference occurs, Lessee may require Lessor to remove any such equipment causing such interference. Should Lessee notify Lessor that Lessee has detected any such interference, Lessor shall take any necessary action immediately to

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cease such interference (including, without limitation, if required, deactivation of the equipment causing such interference) until a mutually acceptable permanent solution is developed. If such interference does not cease promptly, Lessee shall have the right, in addition to any other rights or remedies under this Lease or at law or in equity, to terminate this Lease; provided, however, Lessor shall not be liable to Lessee for punitive or special damages of any kind or for consequential damages of any kind or nature whether resulting from loss of revenue, loss of use of Lessee's Facilities or otherwise. Lessor and Lessee agree to cause their respective engineers to consult with the other party's engineers prior to effecting any change or modification that could result in interference in reception or transmission of signals by such other party.

13. Insurance.

(a) Lessee agrees to acquire and maintain during the term of this Lease commercial general liability insurance against claims for "personal injury" or property damage liability with a limit of not less than One Million and No/100 Dollars (\$1,000,000.00) in the event of "personal injury" to any number of persons or of damage to property arising out of any one occurrence. Such insurance may be furnished under a "primary" policy and an "umbrella" policy or policies. Such insurance may be carried in whole or in part (i) under any plan of self-insurance which Lessee or any Lessee Affiliate may have in force and effect from time to time, or (ii) under any blanket policies that include other properties and provide separate coverage for the Premises provided that all of the foregoing requirements are satisfied.

(b) Lessor shall maintain extended coverage casualty insurance upon the Tower Facilities in the amount of the full insurable value thereof and shall maintain commercial general liability insurance in the amounts and covering the risks described in paragraph (a) above; provided, however, Lessee understands and agrees that Lessor may self insure for these risks.

14. Liability and Indemnity. Lessee shall indemnify Lessor for and hold Lessor harmless against any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by anyone including, without limitation, Lessee, Lessee's agents, employees, contractors, lessees, licensees or invitees who may at any time be using or occupying or visiting the Premises or be in, on, or about the same, to the extent such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any wrongful act or omission, or negligence of Lessee, its agents, employees and contractors.

15. Environmental Indemnification. Lessor shall be responsible for any damage, loss, expenses or liability resulting from any violation by Lessor or its agents, invitees or contractors of any federal, state or local environmental statute or other law, or from the presence, on or before the date hereof, in, on, under or upon the Land, Tower Facilities and/or Premises, of any hazardous material (which shall mean any hazardous waste, hazardous substance or toxic substance or material defined, regulated, controlled, limited, or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*). Lessee shall hold Lessor harmless from and indemnify Lessor from and against any damage, loss, expense or liability resulting from any violation by Lessee or its agents, invitees or contractors of any federal, state or local environmental statute or other law, after the Commencement Date hereof, in, on, under or upon the Premises.

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Upon cancellation, revocation, termination or expiration of this Lease, Lessee shall have ninety (90) days within which to vacate the Premises and, at its sole discretion, remove all its improvements, equipment, personal property and Facilities situated thereon. In the event Lessee shall not remove its improvements within the ninety (90)-day time period as set forth herein, all such improvements shall become the property of Lessor. There shall be no obligation of Lessee to restore the Premises upon any such removal, except to that extent to render the Premises in as good condition and repair as when first received, reasonable wear and tear excepted. Lessee shall not be liable to Lessor for any damages relating to such removal except as otherwise provided for herein. If such time for removal causes Lessee to remain on the Premises after termination of this Lease, Lessee 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 Lessee's Facilities, personal property and improvements is completed.

Lessee may terminate this Lease for any cause whatsoever by giving thirty (30) days' advance, written notice; provided that should any condition of the Premises render it impossible or impractical for Lessee's purposes (as determined in Lessee's sole discretion) Lessee may terminate this Lease immediately. Upon such termination, this Lease shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other.

17. Termination: Removal of Lessee's Facilities. In the event Lessor shall breach this Lease, Lessee shall be entitled to reimbursement of the unearned rent paid in advance to any and all other damages resulting to Lessee in that instance. In the event Lessee shall breach or otherwise terminate this Lease, Lessee shall pay to Lessor all earned but unpaid rent and any other amounts owed hereunder.

Upon the occurrence of an event of default, at Lessor's option, (i) Lessor may terminate this Lease by written notice to Lessee, in which event Lessee shall promptly surrender the Premises, and remove Lessee's Facilities within sixty (60) days after Lessor's termination notice, and if Lessee fails to do so, Lessor may, without prejudice to any other right or remedy which Lessor may have, enter upon and take possession of the Premises by summary proceedings or ejectment or (ii) pursue any remedy provided at law or in equity.

(b) Lessee's failure to perform any of the other covenants, conditions and agreements herein contained and to be performed by Lessee and the continuance of such failure without the curing of same for a period of thirty (30) days after receipt by Lessee of notice in writing from Lessor specifying the nature of such failure. In the event that such failure is of such a nature that it cannot be cured within such thirty (30) day period then such failure shall not be deemed a default so long as Lessee, after receiving such notice, promptly initiates efforts to cure the failure and diligently pursues such efforts.

(a) Lessee's failure to pay any installment of rent when the same shall be due and payable and the continuance of such failure for a period of fifteen (15) days after receipt by Lessee of notice in writing from Lessor specifying such failure; or

16. Default. The following events shall constitute events of default under this Lease:

18. Subsequent Sale; Lessor's Non-Interference. Should Lessor, at any time during the term of this Lease, decide to sell all or any part of its Land or the Tower Facilities which is any part of the Premises to a purchaser other than Lessee, such sale shall be under and subject to this Lease and Lessee's rights hereunder. Lessor agrees not to sell, lease or use any other areas of the Land or Tower Facilities upon which the Premises are situated for placement of other communications towers or structures if, in Lessee's sole reasonable judgment, such installation would interfere with Lessee's Facilities. In the event that Lessor terminates the Master Lease (as hereinafter defined), or allows same to expire, then Lessor shall grant Lessee a right of first refusal to purchase the Tower Facilities at fair market value and assign its leasehold rights in and to the Land, by virtue of that Master Lease. The parties agree to subsequently execute such appropriate and necessary documentation in the form of a Bill of Sale and Assignment of Lessor's interests, containing the consent of the Master Lease Landlord and Lessee, as the assignee.

19. Subsequent Parties Bound. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

20. Taxes. Lessor shall pay and discharge punctually, as and when the same shall become due and payable, all taxes and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, which shall or may during the term of this Lease be charged, levied, laid, assessed, imposed, become due and payable, or liens upon or for or with respect to the Tower Facilities or the Land or any part thereof, or any buildings, appurtenances or equipment thereon or therein or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state, and local governments and of all other governmental authorities whatsoever. If personal property taxes are assessed against Lessee's Facilities, Lessee shall pay such taxes as are directly attributable to Lessee's Facilities.

21. Lessor's Title. Lessor represents and warrants that, provided Lessee is not in default beyond the expiration of any applicable cure or grace period, Lessee shall quietly have, hold and enjoy the Premises during the term of this Lease, without hindrance or molestation by anyone. Lessor represents and warrants to Lessee that Lessor has a long-term land lease agreement with the fee simple title owner (the "Master Lease Landlord") which allows for the installation and leasing of the Tower Facilities and appurtenances thereto, and that Lessor owns fee simple title to the Tower Facilities free and clear of any liens, encumbrances and restrictions, except only those matters set forth on Exhibit "D", attached hereto and by reference made a part hereof, and that Lessor has the power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by Lessor hereunder.

22. Subordination and Non-Disturbance. At Lessor's option, this Lease shall be subordinate to any mortgage by Lessor which from time to time may encumber all or part of the Premises; provided, however, that every such mortgagee of a mortgage shall recognize the validity of this Lease in the event of a foreclosure of the Land Owner's and/or Lessor's interest and also Lessee's right to remain in occupancy of and have access to the Premises as long as Lessee is not in default of this Lease. Lessee shall execute in a timely manner such instruments as may reasonably be required to evidence this subordination and non-disturbance clause. In the event the Premises are

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25. Condemnation. If the whole of the Premises, or such portion of the Premises or the Land as will make the Tower Facilities unusable for Lessee's use, or for the purposes herein leased, in Lessee's reasonable discretion, is condemned by any legally constituted authority, or conveyed to such authority in lieu of such condemnation, then in any of said events, the term of this Lease shall end on the date when possession thereof is taken by the condemning authority, and rental shall be accounted for between Lessor and Lessee as of such date. In the event any portion of the Premises

(b) In the event of any such damage or destruction which renders Lessee's Facilities non-operable for a period reasonably expected to exceed sixty (60) days, Lessee shall have, and Lessor hereby grants to Lessee, the right to bring and maintain upon the Land such temporary communications facilities as Lessee shall reasonably determine are necessary to continue to operate Lessee's communications system and provided that such temporary facilities do not materially interfere with Lessor's or any other lessee's communications operations on the Land and provided that Lessee shall remove such temporary facilities upon the earlier of (i) restoration of service by Lessee's Facilities, or (ii) termination of this Lease.

(a) In the event that, at any time during the term of this Lease, the Land, Premises or Tower Facilities shall be destroyed or damaged in whole or in part then Lessor, at its own cost and expense, shall cause the same to be repaired, replaced or rebuilt. In the event Lessor has not commenced such repair, replacement or rebuilding within sixty (60) days after the date of such damage or destruction, or fails to diligently pursue such repair, replacement or rebuilding, or fails to complete such repair, replacement or rebuilding within a reasonable time after the date of such damage or destruction, Lessee may, upon written notice to Lessor, terminate this Lease as of the date set forth in such notice and all rentals and other sums shall be accounted for between Lessor and Lessee as of such date. Rent shall abate to the extent that, in Lessee's reasonable judgment, the Premises are not usable for the conduct of Lessee's business. In the event the Tower Facilities are destroyed or damaged at any time during the last year of the initial term of this Lease or any extension period to the extent that, in Lessor's reasonable judgment, the Tower Facilities are not usable in their damaged condition for the conduct of Lessor's business, Lessor may, upon written notice to Lessee, terminate this Lease as of the date set forth in such notice and all rentals and other sums shall be accounted for between Lessor and Lessee as of such date. Lessee shall have the right to remove Lessee's Facilities as otherwise provided for herein.

24. Damage or Destruction.

23. Title Insurance. Lessee, at Lessee's option, may obtain title insurance on the Premises. Lessor, at Lessor's expense, shall cooperate with Lessee's efforts to obtain such title insurance policy by executing documents or obtaining requested documentation as is required by the title insurance company. At Lessee's option, should Lessor fail to provide requested documentation within thirty (30) days of Lessee's request, or fail to provide the non-disturbance instrument(s) as noted in Paragraph 22 of this Lease, Lessee may withhold and accrue the annual rental until such time as the requested documents and instruments are received.

encumbered by a mortgage, Lessor, no later than ten (10) days after this Lease is executed, shall have obtained and furnished to Lessee, a non-disturbance instrument for each such mortgage, whether the Land Owner is the mortgagor or Lessee is the mortgagor.

is taken by condemnation or a conveyance in lieu thereof (other than as set forth in the preceding sentence), at Lessee's option, Lessee may (i) terminate this Lease, or (ii) elect to continue this Lease and reduce the rent in proportion to the portion of the Premises so taken. Any lesser condemnation shall in no way affect the respective rights and obligations of Lessor and Lessee hereunder. Lessee may claim and recover from the condemning authority such award as may be allowed by law.

26. Notices. All notices, demands, requests, consents, and approvals desired, necessary, required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given (i) upon actual delivery if delivery is by hand (against receipt), (ii) on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested or (iii) on the next business day after being sent by a nationally recognized overnight courier service which provides proof of receipt. All notices shall be directed to the other Party at the address indicated below, or to any other address as the Parties may designate by notice delivered pursuant to this provision. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request or other communication.

Lessor: Tuscaloosa County, Alabama
Communications Division
714½ Greensboro Avenue
Tuscaloosa, Alabama 35401
Attention: Sheriff Ron Abernathy

Lessee: Southern Communications Services, Inc.
5555 Glenridge Connector, Suite 500
Atlanta, Georgia 30342
Attention: Lease Administrator

With a copy to: Southern Communications Services, Inc.
5555 Glenridge Connector, Suite 500
Atlanta, Georgia 30342
Attention: Contracts Manager

27. Severability. In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Lease shall be continued as if such invalid, illegal, or unenforceable provisions had never been contained herein and shall not terminate and there shall be immediately substituted for such invalid, illegal or unenforceable provision a like, but valid and enforceable, provision which most nearly satisfies and comports with the original intention of the parties. Paragraph or section headings used in this Lease are for convenience of reference only and do not affect any provision of this Lease.

28. Entire Agreement. This Lease constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof and said parties shall not be bound by any statement, special condition or agreements not herein expressed. No alteration or amendment to this Lease by the parties hereto shall be effective unless in writing, signed by the parties, and by

TOWERLEASE AREA

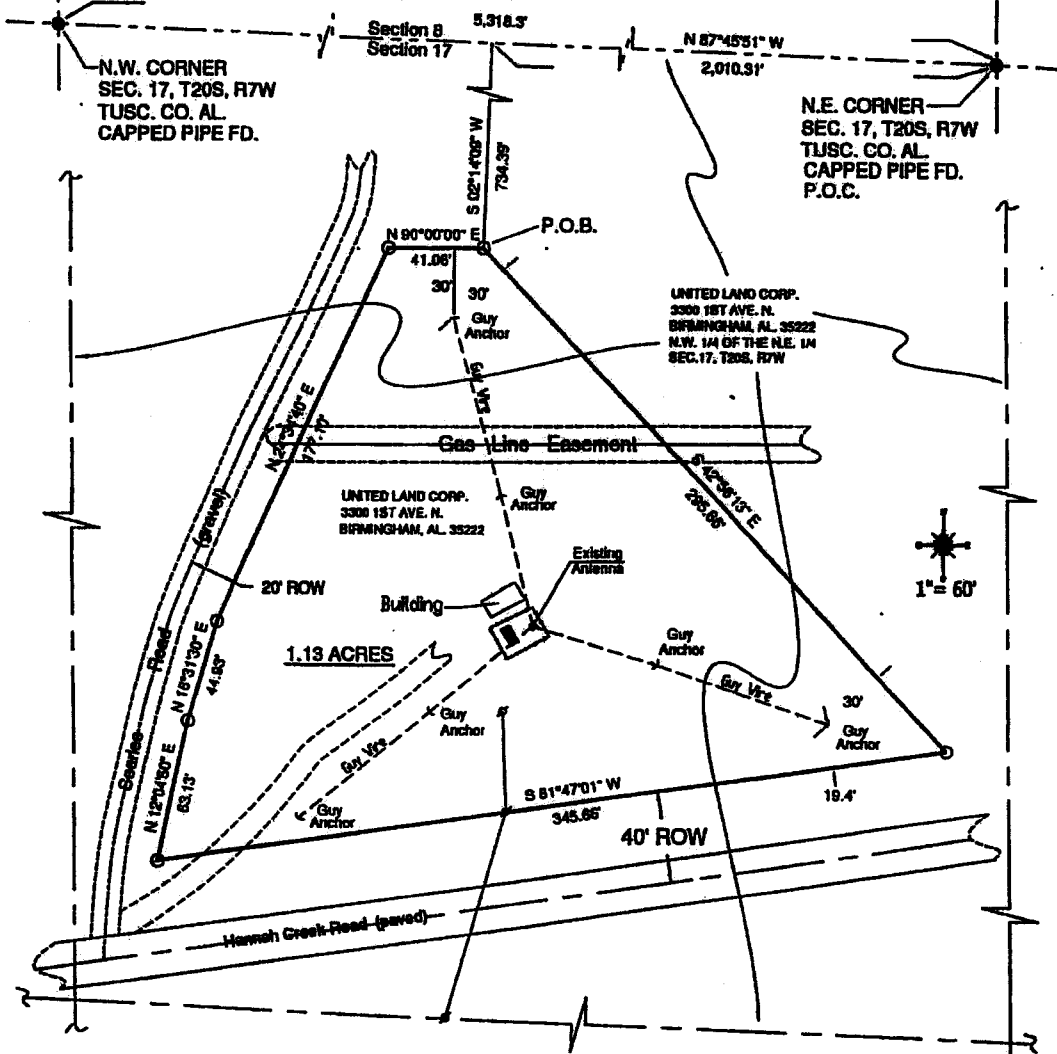
A parcel of land situated in the Northwest Quarter of the Northeast Quarter of Section 17, Township 20 South, Range 7 West, in Tuscaloosa County, Alabama being more

particularly described as follows:

Commence at the NE Corner of Section 17, Township 20 South, Range 7 West; thence North 87°45'51" West a distance of 2,010.31 feet along the north line of said section; thence South 02°14'09" West a distance of 734.39 feet to the POINT OF BEGINNING; thence South 42°56'13" East a distance of 295.66 feet to the north right-of-way line of Hannah Creek Road; thence South 81°47'01" West a distance of 345.66 feet along said right-of-way to its intersection with the east right-of-way line of Searles Road; thence North 12°04'50" East a distance of 63.13 feet along said right of way; thence run North 16°31'30" East a distance of 44.93 feet; thence North 24°34'40" East a distance of 177.10 feet along said right-of-way; thence North 90°00'00" a distance of 41.06 feet to the POINT OF BEGINNING. Containing approximately 1.13 Acres more or less . . .

EX-12

BOUNDARY SURVEY FOR ANTENNA PARCEL LEASE - 1.13 ACRES



I, Jerry M. Garrett, a Registered Land Surveyor, licensed by the State of Alabama, hereby certify the foregoing to be a true and correct map or plat of a parcel of land located in the N.W. 1/4 of the N.E. 1/4 of Section 17, Township 20 South, Range 7 West in Tuscaloosa County Alabama and being more particularly described as follows:

Commence at the N.E. Corner of Section 17, Township 20 South, Range 7 West; thence N 87°45'31" W a distance of 2,010.31 feet along the north line of said section; thence S 02°14'09" W a distance of 734.39 feet to the POINT OF BEGINNING; thence S 42°36'13" E a distance of 295.66 feet to the south right-of-way line of Hannah Creek Road; thence S 81°47'01" W a distance of 345.66 feet along said right-of-way to its intersection with the east right-of-way line of Seabree Road; thence N 12°04'50" E a distance of 63.13 feet along said right-of-way; thence N 16°31'30" E a distance of 44.93 feet; thence N 24°34'40" E a distance of 177.10 feet along said right-of-way; thence N 90°00'00" E a distance of 41.06 feet to the POINT OF BEGINNING. Containing 1.13 acres more or less.

According to my survey this the 22nd day of August, 2007.

SURVEY FOR: PARCEL LEASE		REQUESTED BY: CHARLES WILLIS - BWMC	
TYPE OF SURVEY: BOUNDARY			
		<small>BASED ON BEARING USED: 2004 NORTH STATE PLANE COORDINATE SYSTEM.</small>	
<small>SCALE OF INFORMATION USED IN MAKING THIS SURVEY: DEED BOOK 1083 PAGE 151</small>		<small>SOURCE OF TITLE: D.B. 1083 PG. 151</small>	
<small>DATE OF FIELD SURVEY: 8/8/2007</small>		<small>PREPARED BY:</small>	
<small>DATE: 8/22/07</small>		<small>JERRY M. GARRETT</small>	
<small>DRAWING: 62207</small>		<small>JIM WALTER RES. INC.</small>	
<small>CHECKED: JG</small>		<small>18243 HWY. 216</small> <small>BROOKWOOD, AL. 35444</small> <small>205-481-6139</small>	
<small>I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND THE INFORMATION CONTAINED HEREIN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.</small>			
<small>Jerry M. Garrett</small> <small>ALA. REG. NO. 12498</small>		<small>REVISED:</small>	

Exhibit "B"

Premises

1. Adequate space on the Tower Facilities for the installation of four (4) omni whip antennas with one (1) 1 5/8", three (3) 7/8" and one (1) 1/2" coax cables at the height of Two hundred feet (200') on the Two hundred foot self supporting tower.
 2. Adequate space upon the Land for the installation of Lessee's foundation pad and equipment building (measuring approximately 12' x 20'), Lessee's generator and foundation pad (measuring approximately 4' x 8') and Lessee's foundation pad and a five hundred (500) gallon propane tank (measuring approximately 3' x 10').
 3. Adequate and continuous ingress and egress to the Land (including the Premises and the Tower Facilities).
- By agreement of the parties a survey may be incorporated herein as part of this Exhibit "B" upon Lessee's completion of an "AS-BUILT" survey of the Premises.

EX-1-2

Exhibit "C"

Lessee's Facilities

The Facilities initially installed by Lessee shall include the following:

1. Four (4) omni antennas at 200' with one (1) 1 5/8", three (3) 7/8", and one (1) 1/2" coax cables
2. One 12' x 20' equipment shelter
3. Two (2) Motorola RLN-4394B GPS Antennas mounted on equipment building.
4. One five hundred (500) gallon propane tank
5. One 35 kw Generator

Lessee's Facilities shall also include any and all additional equipment, parts and accessories related thereto which may be installed by Lessee upon the Premises provided that the same are used in connection with Lessee's communications system, and do not substantially increase the burden on the Tower Facilities.

Title to Lessee's Facilities shall be and remain in Lessee.

Exhibit "D"

Exceptions to Lessor's Title

1. Master Lease. Lessor has only a leasehold interest in the Land pursuant to that certain Lease Agreement, dated April 6, 2008 by and between United Land Corporation (the "Land Owner"), as Master Lease Landlord, and Lessor, as Tenant (the "Master Lease") a copy of which with rent amounts redacted is attached hereto.

In the event Lessor terminates the Master Lease, or allows same to expire, then Lessor shall provide Lessee with written notice thereof, upon the earlier of: 1) Lessor's actual knowledge of such termination or expiration; or, 2) Lessor's receipt of termination notice by the Master Lease Landlord, which shall be forwarded to Lessee in writing by Lessor within five (5) days of Lessor's receipt thereof.

EX-1-2

Searles (A-9398)

TUSCALOOSA COUNTY COMMISSION

SITE LEASE

THIS LEASE, made this 6th day of April, 2008, by and between UNITED LAND CORPORATION, a Delaware corporation, having an office at 3500 35th Avenue North, Birmingham, Alabama 35207 (hereinafter called "Lessor"), and TUSCALOOSA COUNTY COMMISSION, a political subdivision of the State of Alabama, having an office at 714 1/2 Greensboro Avenue, Tuscaloosa, Alabama 35401 (hereinafter called "Lessee").

WITNESSETH:

In consideration of the agreements and covenants contained herein, Lessor does hereby demise and Lease unto Lessee, a certain parcel of land (hereinafter called the "Premises") as denoted on the boundary survey included as Exhibit B situated in Tuscaloosa County, State of Alabama, and described as follows:

TOWER LEASE AREA

A parcel of land situated in the Northwest Quarter of the Northeast Quarter of Section 17, Township 20 South, Range 7 West, in Tuscaloosa County, Alabama being more particularly described as follows:

Commence at the NE Corner of Section 17, Township 20 South, Range 7 West; thence North 87°45'51" West a distance of 2,010.31 feet along the north line of said section; thence South 02°14'09" West a distance of 734.39 feet to the POINT OF BEGINNING; thence South 42°56'13" East a distance of 295.66 feet to the north right-of-way line of Hannah Creek Road; thence South 81°47'01" West a distance of 345.66 feet along said right-of-way to its intersection with the east right-of-way line of Searles Road; thence North 12°04'50" East a distance of 63.13 feet along said right of way; thence run North 16°31'30" East a distance of 44.93 feet; thence North 24°34'40" East a distance of 177.10 feet along said right-of-way; thence North 90°00'00" a distance of 41.06 feet to the POINT OF BEGINNING. Containing approximately 1.13 Acres more or less . . .

1. **Use for Tower.** Lessee shall have the right to use the Premises for the purpose of constructing, operating, and maintaining a communications tower and related equipment, buildings, and facilities.
2. **Lessor's Use for Tower.** Lessor shall have the right to use the Premises for the purpose of operating and maintaining communications and GPS equipment.
3. **Term.** This Lease shall be for a term of five (5) years commencing on April 7, 2008, and ending on April 6, 2011. However, should Lessee be unable to obtain all necessary government approvals and/or permits, including but not limited to approval and/or permitting by the Federal

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EX 1-2

Lesser. Further, Lessor shall retain its Lessor's lien and any and all rights granted by or under any present or future laws to levy or distraint for rent, in arrears, in advance, or both, upon any or all towers, antennas, buildings, fixtures, equipment, and other personal property of Lessee.

12. Utilities. Lessee shall be responsible for water, sewer, gas, electricity, telephone and other services and utilities used by Lessee on the Premises during the term of this Lease unless otherwise expressly agreed in writing by Lessor. In the event that any utility or service provided to the Premises is not separately metered, Lessor shall pay the amount due and separately invoice Lessee for Lessee's pro rata share of the charges. Lessee shall pay such amounts within fifteen (15) days of the invoice. Lessee acknowledges that the Premises are designed to provide bare improved land only, with ingress and egress availability.

13. Entry. Lessor shall have the right to enter upon the Premises at reasonable hours to inspect the same, provided Lessor shall not thereby unreasonably interfere with Lessee's business on the Premises.

14. Assignments. Lessee may during the term of this Lease (or any renewal or extension hereof) assign this Lease, or sublet the Premises, in whole or in part, upon prior written notice of consent by Lessor, which consent may be withheld for any reason. Nevertheless, Lessee shall have the right, without Lessor's consent, to assign this Lease or sublet all or any part of the Premises to any parent, subsidiary or affiliate of Lessee or to any person, firm or corporation which shall be controlled by, under the control of, or under common control with Lessee, or any corporation into which Lessee may be merged or consolidated or which purchases all or substantially all of the assets of Lessee. Notwithstanding any assignment pursuant to this section, Lessee shall remain liable hereunder just as fully as if such assignment or subletting had not been made.

15. Default. Lessee hereby covenants and agrees that it will faithfully keep, perform and comply with each and every one of the terms, conditions, covenants, stipulations, agreements and provisions for the benefit of Lessor herein set forth and mentioned. In the event that Lessee shall fall into arrears in the payment of rent and remain in such arrears for a period of twenty (20) days after receipt of written notice shall have been given by the Lessor to Lessee, or should Lessee fail in its performance of any of the other covenants, agreements, or conditions herein contained, and such failure shall continue for a period of thirty (30) days after receipt of written notice of same, then Lessee shall be deemed in default under this Lease and Lessor shall have the right to pursue all default remedies permissible under the laws and statutes of the State of Alabama acknowledging, however, that it has waived its Lessor's lien on Lessee's personal property; provided, however, that where such default cannot reasonably be cured in such thirty (30) day period, if Lessee shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such default shall be extended for such period of time as may be necessary to complete such curing.

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Should the Lessee continue to occupy the Premises after the expiration of this Lease or any extension thereof, or after forfeiture thereof, whether with or without the consent of Lessor, such tenancy shall be from month to month, and in no event from year to year; and such continued occupancy shall not defeat Lessor's right to immediate possession, as hereinbefore provided for.

16. **Communication and Notices.** All notices to be given pursuant to this Lease shall be sent (a) via facsimile transmission and confirmed with hard copy mailed via Certified Mail Return Receipt Requested or (b) via Certified Mail Return Receipt Requested to the following addresses:

To Lessor at:

United Land Corporation
3500 35th Avenue North
Birmingham, Alabama 35207
Fax (205) 808-7991

To Lessee at:

Tuscaloosa County Commission
714 Greensboro Avenue
Tuscaloosa, Alabama 35401
Fax (205) 349-0973

17. **Premises Owned by Lessor.** Lessor represents to Lessee that Lessor is the owner of the Premises and the lands immediately adjacent thereto which comprise the rights of way, and that such ownership is free and clear of all liens and encumbrances other than those which do not interfere with Lessee's use and operation of the Premises, and that Lessor has the lawful right and authority to execute this Lease and grant such rights of way. Lessee may, after the execution of this Lease by Lessee, obtain an abstract or preliminary title report from a title insurance company of its choice. If the state of title as indicated by said abstract or preliminary title report shall show any liens or encumbrances which interfere with Lessee's use and operation of the Premises, Lessee shall have the right to discharge such liens or encumbrances of record, if possible.
18. **Indemnification-Insurance.** To the extent permitted by law, Lessee agrees to defend, indemnify, and hold harmless Lessor from and against any and all claims by or on behalf of any person, firm, or corporation, arising from the conduct or management of any work or thing whatsoever done by Lessee in or about the Premises, or from transactions of Lessee in the Premises, and will further defend, indemnify, and save Lessor harmless from and against any and all claims arising from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Site Lease, or arising from any act or negligence of Lessee, or any of its agents, contractors, servants,

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EX-1-2

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employees, licenses, or invoices and from and against all reasonable costs, counsel fees, expenses and liabilities incurred in connection with any such claim or action or proceeding brought thereon. Lessor shall not be responsible or liable to Lessee, its officers, agents, contractors, employees, patrons, customers, licensees, visitors, and/or invitees for bodily injury (fatal or nonfatal) or property damage occasioned by the acts or omissions of Lessee, Lessor, any other lessee, or Lessor's or other such lessee's officers, agents, contractors, employees, patrons, customers, licensees, visitors and/or invitees within the Premises, any building, or the surrounding property of Lessor. Lessee agrees to defend, indemnify, and hold harmless Lessor from all liability, costs, expenses, damages, claims, or causes of third parties which are attributable to or arise from the existence, cleanup, removal, or treatment of any chemicals or any hazardous, noxious or toxic substances or waste existing in, on, or under the Premises subsequent to commencement of this Site Lease or thereafter to the extent that the same is established to have been caused by Lessee or other parties with access to or rights on the Premises granted by Lessee.

Lessee shall maintain at all times during the term of this Lease General Liability Coverage with an insurance company acceptable to Lessor or will provide to Lessor proof of self insurance for an endorsement to cover \$2,000,000 combined single limit, bodily injury and property damage combined.

19. Disputes. The parties agree that, at the election of either party, any controversy or claim arising out of or relating to this contract except the collection of rental payments hereunder, or the breach or threatened breach thereof, whether asserted as in tort or contract, or as a federal or state statutory claim, arising before, during or after performance of this contract, shall be settled by BINDING arbitration in accordance with the Rules of the American Arbitration Association (AAA), and judgment upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction hereof. The parties further agree to resolve all disputes by such arbitration at the AAA office of the parties' mutual choice or, in the absence of such agreement on venue, at the AAA office with the closest geographic proximity to the General Office of Lessor. The cost of such arbitration shall be divided equally among the parties to the arbitration. Each party shall bear the cost of its own expenses and attorneys' fees. The number of arbitrator(s) shall be either one or three, as the parties may mutually agree; but, in the absence of such an agreement on the number of arbitrator(s), the number shall be three, whereby each party shall choose one arbitrator each, and those two arbitrators shall designate the third arbitrator.

Notwithstanding the foregoing, Lessor shall retain the option to use judicial or non-judicial relief to seek to collect any sums due and owing under this lease. The institution and maintenance of any such action for judicial relief in a court to seek the aforesaid remedies shall not constitute a

waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration under this agreement, including the filing of counterclaims or cross claims in a suit brought by lessee.

20. **Governing Law.** The validity of an interpretation of this Lease and the legal relations of the parties thereto shall be governed by the laws of the State of Alabama. In the event that a Court of competent jurisdiction holds that any particular provision or requirement of this Lease is in violation of any applicable law or is otherwise unenforceable, this Lease shall be construed as if such provision or requirement were not written into this agreement.
21. **Waiver.** No waiver by either party hereto with respect to any breach or default of or with respect to any provision or condition of this agreement, and course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this agreement, unless such waiver be expressed in writing, signed by the party to be bound.
22. **Inurement.** All of the terms, covenants and conditions hereof and the rights and liabilities imposed hereunder shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto and shall be deemed to run with the land.
23. **Wholly-Integrated Agreement.** This Lease agreement constitutes the entire agreement between the parties hereto and supersedes all previous or contemporaneous negotiations, representations and writings. This agreement may be modified only if in writing and signed by the parties hereto. Each party shall perform any act and execute any document as is reasonably necessary to effect the intended performance of this agreement.
24. **Section Headings.** The headings of sections in this Lease are for reference only and should not affect the meaning of this agreement.
25. **Counterparts.** This Lease may be signed in duplicate, and each signed agreement, as well as any complete and legible copy thereof shall be considered as an original counterpart hereof.
26. **Severability.** The parties hereto intend to be legally bound by the provisions of this Lease. In the event any provision hereof is deemed or declared by a Court or arbitrator, competent jurisdiction to be invalid, unconstitutional or otherwise unenforceable, the parties intend for the remaining provisions hereof to be of full force and legal effect.
27. **Execution.** The signatories of this agreement have full authority to act on behalf of and to bind the respective parties to this agreement.
28. **Recordation.** If requested by Lessee, Lessor agrees promptly to execute and deliver to Lessee a recordable Memorandum of This Agreement in the form of Exhibit A attached hereto and made a part of this Lease.

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3-1-X

43527-0288

Seal:

MY COMMISSION EXPIRES: MY COMMISSION EXPIRES SEPT. 12, 2009

NOTARY: *Paula Bryant*

Sworn to and subscribed before me on 1-7-09, in testimony whereof I have hereunto set my hand and seal.

I hereby certify that this bill is true and correct.

Total cost of publication attached \$ 129.25.

.25 cents per word per run.

All other legal publications are

Each additional publication thereafter is \$25.00 per run.

are for a three week run are \$75.00.

Probate legal publications

PAULA BRYANT, Legal Director/Accounting for
The Northport Gazette

Paula Bryant

1-7-09

following dates:

successive weeks, said notice having appeared on the

was published in said newspaper once a week for 1

Tuscaloosa County, Alabama, and that the attached notice

THE NORTHPORT GAZETTE

mentioned, she was Legal Director of

sworn, deposes and says that during the times herein

appeared Paula Bryant who, being by me the first duly

Before me, a Notary Public this day personally

STATE OF ALABAMA
COUNTY OF TUSCALOOSA

PROOF OF PUBLICATION

NORTHPORT, ALABAMA 35476

P. O. BOX 749

THE NORTHPORT GAZETTE

Conference Room.

The Northport Gazette
01/07/2009

Board's agenda:
VARIANCES-NEW
BUSINESS
Call No. 04-13 Joseph Page, Sr.
request for a continuance of a vari-

should contact the individual person
prior to the date of the hearing.
Ma. Flora Gay
Zoning and Community
Development

LEGAL NOTICE

(ATTACHMENT)

THE NORTHPORT GAZETTE

P. NC

PE

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I v s f

NOTICE OF PUBLIC HEARING ON PETITION OF THE WESTERVELT COMPANY AND TUSCALOOSA COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY TO THE COUNTY COMMISSION OF TUSCALOOSA COUNTY, ALABAMA, FOR DESIGNATION OF LAND LOCATED IN TUSCALOOSA COUNTY, ALABAMA, AS AN INDUSTRIAL PARK (PURSUANT TO THE PROVISIONS OF ACT NO. 604, ADOPTED BY THE LEGISLATURE OF THE STATE OF ALABAMA, ON MAY 1, 1978), AND TO BE NAMED CEDAR COVE TECHNOLOGY PARK.

Notice is hereby given that a public hearing on the above-described Petition will be held in the office of the Tuscaloosa County Industrial Development Authority, 2204 University Boulevard, Tuscaloosa, Alabama, at 10:00 o'clock, a.m., on the 15th day of January, 2009. The description of the tract of land which is requested to be designated as an Industrial Park is described in Exhibit A hereto.

This the 22nd day of December, 2008.

TUSCALOOSA COUNTY COMMISSION

By: W. Hardy McCollum
Chairman
**EXHIBIT A
LEGAL DESCRIPTION
CEDAR COVE
TECHNOLOGY PARK**

A parcel of land located in the West Half of Section 30 and the Northwest Quarter of the Northwest Quarter of Section 31, Township 21 South, Range 7 West, and in Section 25, and in the North Half of Section 36, Township 21 South, Range 8 West all in Tuscaloosa County, Alabama and being more particularly described as follows:

Section 30, Township 21 South, Range 7 West. All of the West Half of the West Half lying South of Interstate 205, the portion of the Southern Quarter of the Northwest Quarter lying West of Highway Creek and the Northwest Quarter of the Southeast Quarter of the Southern Quarter lying North and West of Highway Creek.

Section 31, Township 21 South, Range 7 West. A part of the Northwest Quarter of the Northwest Quarter situated in Alabama that is the Northwest corner of said Section 31, thence run in a westerly direction along the West boundary of said Section 31 for a distance of 470 feet,

more or less, to a point, thence run in a Northeasterly direction to the Northeast corner of said Quarter-Quarter; thence run in a Westerly direction to the Northwest corner of said Section 31 and the end of the parcel herein described.

Section 25, Township 21 South, Range 8 West. All of Section 25 that lies South of Interstate 205 and South of the East Axis to the South side of said Interstate 205.

Section 36, Township 21 South, Range 8 West. All of the Northwest Quarter of the Northwest Quarter lying North of the North boundary of the A T & T 26.5 Basement; that certain parcel located in the Northwest Quarter of the Northwest Quarter that is located in the certain deed recorded in Deed Book 1996, Page 1701 in the Public Office of Tuscaloosa County, Alabama.

1225 and 1226 being parcels located in Deed Book 1225, Page 283; Deed Book 1226, Page 7745; Deed Book 2010, Page 5293; and Deed Book 2010, Page 4581 in the Public Office, Tuscaloosa County, Alabama. Also, less and except the various utility public Right-of-Way for the Highway Road and Progress Drive.

The Northport Gazette
01/07/2009

Probate legal publications

are for a three week run are \$75.00.

Each additional publication thereafter is \$25.00 per run.

All other legal publications are

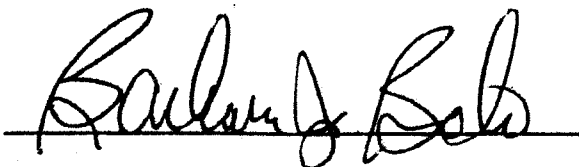
.25 cents per word per run.

Total cost of publication attached \$ 129.25.

I hereby certify that this bill is true and correct.

Sworn to and subscribed before me on 1-7-09, in testimony whereof I have hereunto set my hand and seal.

NOTARY:



MY COMMISSION EXPIRES: MY COMMISSION EXPIRES SEPT. 12, 2009

Seal:

43300-0228

BOOK 341 page 170

EX 1-3

TX 1-4

Neighbors opposing the installation of speed tables

Julie and Jason Spikes 13495 Olivewood Rd. Cedar
 Julie Spikes
 J.A. + Eric Spikes 13505 Olivewood Rd. Cedar
 IT + Eric Spikes 13535 Olivewood Rd. Cedar (Rentless)
 Charlene McCollum 13556 Olivewood Rd. Cedar
 Joe McCollum 13556 Olivewood Rd. Cedar
 JEFFERY CHAFFIN 13858 Olivewood Rd. Cedar
 Michelle Abbott Spikes Olivewood Rd. Cedar W.L.

Neighbors supporting the installation of speed tables

NAME ADDRESS SIGNATURE

13495 Olivewood Road
Julie and Jason Spikes

Julie Spikes

Sincerely,

In regard to our previous conversation regarding the installation of speed tables on the portion of Olivewood Road that connects Mt. Olive Road to Rose Boulevard, I have spoken with neighbors to determine their opinions. Below please find the signatures of those neighbors who either support or oppose this recommendation. Please contact me if any additional information is needed and thank you for considering this request.

Dear Mr. Wallace,

Mr. Don Wallace
527 Main Avenue
Suite G
Northport, AL 35476

24 November, 2008

BOOK 041 PAGE 171

1-4

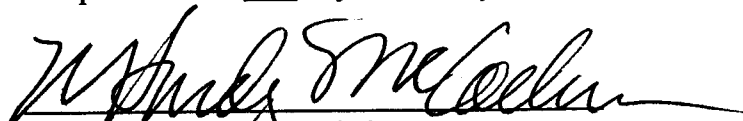
**RESOLUTION ACCEPTING STREETS IN
McPHERSON HILLS SUBDIVISION (ALL Phases)**

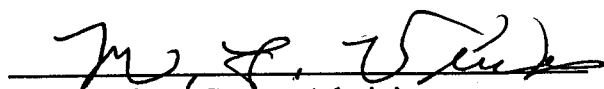
WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the County Engineering Department has inspected and found that the streets, together with the drainage structures in the streets in McPherson Hills Subdivision are completed in accordance with the Subdivision Regulations of the Tuscaloosa County Commission, and that all of said construction has been done in accordance with the County specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION:

1. That the County accept the streets, together with the drainage structures in, and which are a part of, said streets which are located in dedicated street rights-of-way, for maintenance by the Tuscaloosa County Commission. The drainage structures described herein are those structures which are part of or are located in the streets (curb and gutter, catch basins, flumes and pipes) and do not include any natural waterway which drains surface water in the area.
2. This resolution shall be effective on the date of the adoption thereof.

Adopted this the 21st day of January, 2009, by the TUSCALOOSA COUNTY COMMISSION.


W. Hardy McCollum, Chairman


Melvin Vines, County Administrator

Seal

**RESOLUTION ACCEPTING STREETS IN
INVERNESS SUBDIVISION (ALL Phases)**

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the

County Engineering Department has inspected and found that the streets, together with the

drainage structures in the streets in Inverness Subdivision are completed in accordance with the

Subdivision Regulations of the Tuscaloosa County Commission, and that all of said construction

has been done in accordance with the County specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION:

1. That the County accept the streets, together with the drainage structures in, and which are a

part of, said streets which are located in dedicated street rights-of-way, for maintenance by

the Tuscaloosa County Commission. The drainage structures described herein are those

structures which are part of or are located in the streets (curb and gutter, catch basins,

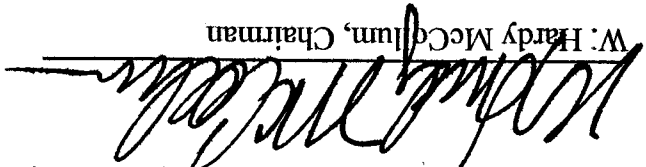
flumes and pipes) and do not include any natural waterway which drains surface water in

the area.

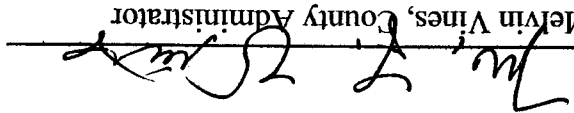
2. This resolution shall be effective on the date of the adoption thereof.

Adopted this the 21st day of January, 2009, by the TUSCALOOSA COUNTY COMMISSION.

W. Hardy McCollum, Chairman



Melvin Vines, County Administrator



Seal

EX-15

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to execute and submit thirteen resolutions to the Alabama Department of Transportation requesting that thirteen proposed road construction projects be funded with state funds received through the federal economic stimulus package.

Exhibit 2-4, Pages 181-193

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to set ad valorem millage rates for the 2008-2009 tax year. The rates remain the same as the previous year.

Exhibit 2-5, Page 194

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to levy county license fees for alcoholic beverages for fiscal year 2009-2010. The fees remain the same as the previous year.

Exhibit 2-6, Page 195

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to adopt a resolution whereby Tuscaloosa County agrees to enter into an agreement with the Alabama Department of Transportation regarding the I-59 Bridge Raising Project at Woodland Hills Road and Clements Road; contingent upon verification that the affected sections of said roads are in the county road system.

Exhibit 2-7, Pages 196-198

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to declare the computer equipment listed on the attached exhibit as surplus property for disposal.

Exhibit 2-8, Page 199

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to consider awarding the bid for a new roof for the courthouse.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to accept the low bid of \$275,000.00 and award the contract for a new roof for the County Courthouse and the Sheriff's Office to Roof Systems, Inc.

Exhibit 2-9, Page 200

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution requesting that the Alabama Legislature and the Alabama Congressional delegation take actions encouraging recycling and recovery of invested energy stored in recyclable materials.

Exhibit 2-10, Page 201

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to amend the contract with Burk-Kleinpeter, Inc. for additional design and construction management services on the Patriot Parkway Extension Project from Old Marion Road to Highway 82 at a cost of approximately \$403,165.00.

Exhibit 2-11, Pages 202-203

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to install STOP signs at the locations listed on the attached exhibit. Commissioner Don Wallace was not present for this vote.

Exhibit 2-12, Page 204

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve a contract with Sentell Engineering, Inc. for the design and engineering for the Culver Road/Black Warrior Parkway Sanitary Sewer Project; contingent upon the City of Tuscaloosa participating in the project. The cost for these services is \$115,251.46, with the county's portion being \$89,089.00 and the city's portion being \$26,162.00. Commissioner Don Wallace was not present for this vote.

Exhibit 2-13, Page 205

There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, February 18, 2009.

W. Hardy McCallum
Judge of Probate and Chairman
Tuscaloosa County Commission

[Handwritten signature of W. Hardy McCallum]

Don Wallace
Commissioner - District I

[Handwritten signature of Don Wallace]

Gary Youngblood
Commissioner - District II

[Handwritten signature of Gary Youngblood]

Bobby Miller
Commissioner - District III

[Handwritten signature of Bobby Miller]

Reginald Murray
Commissioner - District IV

[Handwritten signature of Reginald Murray]

BURK - KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

600 LURLEEN WALLACE BOULEVARD, SUITE 180
TUSCALOOSA, ALABAMA 35401-1734
TELEPHONE (205) 759-3221 FAX (205) 759-9166
WWW.BKIUSA.COM



OVER 95 YEARS OF SERVICE

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ASSOCIATES

BRUCE HIGGINBOTHAM, PE
DAVID TURNER, PE
BRAD MATTHEWS, PE

WILLIAM R. BURK, JR., 1912-1986

December 31, 2008

Bobby Hagler
Tuscaloosa County Engineer
2810 35th Street
Tuscaloosa, Alabama 35401

Attn: Tom Fancher

Re: Eastern Valley Road Bridge
Invoice #3
BKI Job No. 3282-01

For professional services rendered on the referenced project through the month of December 2008.

PAYMENT REQUEST NO. 3

MAX FEE \$ 42,980.00

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN	\$ 42,980.00	16%	\$ 6,877.00	\$ 877.00
TOTALS:			\$ 6,877.00	\$ 877.00
LESS PREVIOUSLY INVOICED:			(6,000.00)	
AMOUNT DUE THIS INVOICE:			\$ 877.00	

BKI Invoice: 45933
jc

*THIS WORK HAS
BEEN DONE
1/28/09
Thomas Fancher*

received
1-21-09

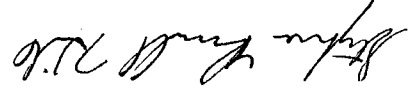
TUSCALOOSA • NEW ORLEANS • BATON ROUGE • SHREVEPORT • BIRMINGHAM • MOBILE • HOUSTON • PASCAGOULA

2-2

1-26-09
received

cc: Bobby Hagler

Alabama Power Company
Electrical Engineer
Stephen Russell Hill



Sincerely,

If you have any questions, feel free to give me a call (205-349-6751) or email (srhill@southernco.com) me any time.

I have finished the estimate for Alabama Power Co. (APC) to relocate facilities in conflict with the widening/paving of Cotton Creek Loop in Northport. The billing amount listed below includes all work necessary to relocate five (5) pole locations and guy-wires. There was one pole location that was agreed to be on the existing road right-of-way and was not included in the billing amount. The cost of the relocations is \$12,677.00. The job was engineered as we discussed at the job location on Wednesday, January 7th, 2009. I have all pole and guy-wire locations marked with white stakes along Cotton Creek Loop. I would recommend, at your convenience, that you double check the proposed pole and guy-wire locations that are marked along-side the road to make sure we are in agreement. We are currently working on obtaining the necessary right-of-ways from private land-owners to relocate our facilities. Once this is done, and we have been reimbursed for the amount above, we should be able to move forward with relocating our facilities. There are two pole locations that have AT&T has a joint-use member on our poles. APC will send a notice to AT&T notifying them of the proposed construction and relocation requirements.

SUBJECT: COTTON CREEK LOOP

Dear Mr. Henderson,

Mike Henderson
Tuscaloosa County Public Works
2810 35th Street
Tuscaloosa, AL 35401

Tuesday, January 20, 2009

Stephen Russell Hill
915 Queen City Ave
2nd Floor - Engineering
Tuscaloosa, AL 35401



Cotton Creek Loop

2-2

Allan Springer

From: Mike Henderson
Sent: Monday, February 02, 2009 9:02 AM
To: Allan Springer; Bobby Hagler; James Fuller
Subject: Agenda Item - Herbicide Contract Renewal

Allan

Please place on the agenda the renewal of the Herbicide contract with Spraymax. The contract was awarded February 6, 2006 and had in the document 3 additional years of renewal. The contractor, Ted Kapera is agreeable to the renewal.

The cost of the applications are as follows:

Herbicide Application on roads on list - \$70,150.92 per application	\$140,301.84
Additional Roads (10 miles) - \$100.36 per mile	\$ 1,003.60
Specific Bridge Sites (50 locations) - \$37.98 per location	\$ 1,899.00
Curb and Gutter Application (10 miles) - \$298.36 per mile	\$ 2,983.60
Total	\$146,188.04

If approved the contractor will start around the end of February with the application.

Thanks,

Mike

2/2/2009

COOK 041 PAGE 180

EX 2-3

2-4

RESOLUTION

County of Tuscaloosa

Project No.: TCP 63-14-09

WHEREAS, the Tuscaloosa County Commission is desirous of undertaking a state funded project consisting of the resurfacing of Romulus Road included in the Tuscaloosa County Road System and being more particularly described as follows;

Resurfacing Romulus Road from the Greene County line to the Vienna Road, 13.729 miles long and 22foot wide.

WHEREAS, Tuscaloosa County agrees to all of the provisions of any agreement or agreements which may be required for execution by and between the State of Alabama Department of Transportation and the Tuscaloosa County Commission covering the various information to be provided during the development and/or implementation phase of the subject project; and

WHEREAS, Tuscaloosa County agrees to all of the requirements of any agreement which has been or shall be executed relating to the construction phase of the proposed project;

NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby approves the submission of the subject resolution with all attachments related to the proposed work as outlined herein and attached hereto.

Approved this 4th day of February, 2009 by the Tuscaloosa County Commission.

W. Hardy McCollum, Chairman
Melvin Vines, County Administrator

Gary Youngblood, Commissioner District 2
Don Wallace, Commissioner District 1

Bobby Miller, Commissioner, District 3
Reginald Murray, Commissioner District 4

2-4

R E S O L U T I O N

County of Tuscaloosa

Project No.: TCP 63-12-09

WHEREAS, the Tuscaloosa County Commission is desirous of undertaking a state funded project consisting of the resurfacing of Jim Jones Road included in the Tuscaloosa County Road System and being more particularly described as follows;

Resurfacing Jim Jones Road from Buttermilk Road to Clements Road, 2.073 miles long and 23 foot wide.

WHEREAS, Tuscaloosa County agrees to all of the provisions of any agreement or agreements which may be required for execution by and between the State of Alabama Department of Transportation and the Tuscaloosa County Commission covering the various information to be provided during the development and/or implementation phase of the subject project; and

WHEREAS, Tuscaloosa County agrees to all of the requirements of any agreement which has been or shall be executed relating to the construction phase of the proposed project;

NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby approves the submission of the subject resolution with all attachments related to the proposed work as outlined herein and attached hereto.

Approved this 4th day of February, 2009 by the Tuscaloosa County Commission.


W. Hardy McCollum, Chairman


Melvin Vines, County Administrator


Gary Youngblood, Commissioner District 2


Don Wallace, Commissioner District 1


Bobby Miller, Commissioner, District 3


Reginald Murray, Commissioner District 4