

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Patricia Barnaby, Esq.
ATC Site No: 300128
ATC Site Name: Shelby Springs AL
Assessor's Parcel No(s): 29-2-04-0-000-003-000

Prior Recorded Lease Reference:

Document No: 2001-54452
State of Alabama
County of Shelby

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the 7th day of February, 2014 by and between **Sharon O. Cochran**, husband and wife, ("**Landlord**") and **American Tower Asset Sub, LLC**, a Delaware limited liability company, ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease Agreement (Ground), dated May 30, 2000 (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be August 31, 2060. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

4. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
5. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 378 Hwy 35, Columbiana, AL 35051, To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801. If Landlord sends a notice of default to Tenant, Landlord, in a manner as set forth above, shall also send a copy of the notice of default to the following address: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice. Notwithstanding anything to the contrary contained herein, any request for tax reimbursements shall be addressed to Tenant at: American Tower Corporation Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801 and if Tenant fails to pay the tax reimbursement as requested, Landlord must provide proof of such request in a manner as set forth above.
6. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
7. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day first above written.

LANDLORD

WITNESS

Sharon O. Cochran

Signature: [Signature]
Print Name: Sharon O. Cochran
Date: FEB 03, 2014

Signature: [Signature]
Print Name: FRANK CORLEY ELLIS III

Signature: [Signature]
Print Name: Daniel Crowson, Jr

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of ALABAMA

County of SHELBY

On this 3RD day of FEBRUARY, 2014, before me, the undersigned Notary Public, personally appeared SHARON O. COCHRAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public
Print Name: JOSHUA D. ARNOLD
My commission expires: 01-21-15

[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT

American Tower Asset Sub, LLC,
a Delaware limited liability company

Signature: [Signature]
Print Name: Shawn Lanier
Title: Vice President Legal
Date: 2-7-2014

WITNESS

Signature: [Signature]
Print Name: Renee Byrd
Signature: [Signature]
Print Name: Renee Byrd

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 7th day of February, 2014, before me, the undersigned Notary Public, personally appeared Shawn Lanier, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public
Print Name: _____
My commission expires: 4/22/2016

[SEAL]



NICOLE C. MONTGOMERY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 22, 2016

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

The land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

Beginning at the Southeast corner of the Northwest Quarter of the Northwest Quarter of Section 4, Township 22 South, Range 1 West, Shelby County, Alabama and run thence North 00 degrees 00 minutes 07 seconds West along the East line of said Quarter- Quarter 788.94 feet to a steel pin; thence run South 52 degrees 13 minutes 00 seconds West 381.23 feet to a steel pin; thence run South 16 degrees 03 minutes 20 seconds East 125.02 feet to a steel pin; thence run South 00 degrees 39 minutes 28 seconds West 124.58 feet to a steel pin; thence run South 18 degrees 02 minutes 29 seconds West 112.41 feet to a steel pin on the Northerly margin of Shelby County Highway No. 315; thence run South 51 degrees 09 minutes 22 seconds East along said highway margin 208.52 feet to a point; thence run South 59 degrees 24 minutes 04 seconds East along said margin of said highway 115.15 feet to a point; thence run South 73 degrees 23 minutes 08 seconds East 43.27 feet to the Point of Beginning.

Parcel Id #: 29-2-04-0-000-003.000

This being the same property conveyed to Harvey J. Cochran and Sharon O. Cochran, from Barry B. Ellison and wife, Kelli B. Ellison, in a deed dated December 28, 1998 and recorded December 28, 1998 as Instrument No. 1998-51569.

EXHIBIT A (Continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 4, Township 22 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at a found iron pin, being the Southeast corner of the Northwest Quarter of the Northwest Quarter of Section 4, Township 22 South, Range 1 West, Shelby County, Alabama;

Thence run North $71^{\circ}-03'-00''$ West for a distance of 43.89 feet to a point;
Thence run North $59^{\circ}-34'-06''$ West for a distance of 115.14 feet to a point;
Thence run North $51^{\circ}-19'-27''$ West for a distance of 187.11 feet to a point;
Thence run North $17^{\circ}-53'-06''$ East for a distance of 123.04 feet to a point;
Thence run North $00^{\circ}-29'-50''$ East for a distance of 130.37 feet to a point;
Thence run North $16^{\circ}-22'-17''$ West for a distance of 78.72 feet to a point;
Thence run North $38^{\circ}-04'-25''$ West for a distance of 49.44 feet to THE POINT OF BEGINING;

Thence run North $51^{\circ}-55'-00''$ East for a distance of 100.00 feet to a point;
Thence run South $38^{\circ}-04'-25''$ East for a distance of 100.00 feet to a point;
Thence run South $51^{\circ}-55'-00''$ West for a distance of 100.00 feet to a point;
Thence run North $38^{\circ}-04'-25''$ West for a distance of 100.00 feet to a point of Beginning.

Said lease parcel contains 0.23 acres more or less.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way, including:

40' INGRESS/EGRESS and UTILITY EASEMENT

A parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 4, Township 22 South, Range 1 West of the Huntsville Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at a found iron pin, being the Southeast corner of the Northwest Quarter of the Northwest Quarter of Section 4, Township 22 South, Range 1 West of the Huntsville Meridian, Shelby County, Alabama:

Thence run N71°03'00"W for a distance of 43.89 feet to a point;

Thence run N59°34'06"W for a distance of 115.14 feet to a point;

Thence run N51°19'27"W for a distance of 187.11 feet to the POINT OF BEGINNING of the centerline of a 40 foot Ingress/Egress and Utility Easement that lies 20 feet each side of the following described centerline:

Thence run N17°53'06"E for a distance of 123.04 feet to a point;

Thence run N0°29'50"E for a distance of 130.37 feet to a point;

Thence run N16°22'17"W for a distance of 78.72 feet to the terminus of the easement.

5' UTILITY EASEMENT

A parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 4, Township 22 South, Range 1 West of the Huntsville Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at a found iron pin, being the Southeast corner of the Northwest Quarter of the Northwest Quarter of Section 4, Township 22 South, Range 1 West of the Huntsville Meridian, Shelby County, Alabama:

Thence run N71°03'00"W for a distance of 43.89 feet to a point;

Thence run N59°34'06"W for a distance of 115.14 feet to a point;

Thence run N51°19'27"W for a distance of 187.11 feet to a point;

Thence run N17°53'06"E for a distance of 123.04 feet to a point;

Thence run N0°29'50"E for a distance of 130.37 feet to a point;

Thence run N16°22'17"W for a distance of 78.72 feet to a point;

Thence run N38°04'25"W for a distance of 49.44 feet to a point;

Thence run N51°55'00"E for a distance of 100.00 feet to a point;

Thence run S38°04'25"E for a distance of 100.00 feet to the POINT OF BEGINNING of the centerline of a 5 foot Utility Easement that lies 2.5 feet each side of the following described centerline:

Thence run S69°11'36"E for a distance of 45.20 feet to the terminus of the easement.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
02/26/2014 12:18:04 PM
\$32.00 KELLY
20140226000052720