Upon Recording, Return to:

William M. Lawrence Baker Donelson Bearman Caldwell & Berkowitz, PC Suite 1400 Birmingham, Alabama 35203

Sources of Title:

Warranty Deed, Joint with Right of Survivorship recorded as Instrument No.: 20030319000164620; Memorandum of Agreement recorded as Instrument No.: 2001-23123; Assignment and Assumption of Lease or Other Agreement recorded as Instrument No.: 20100119000016880; and Memorandum of Lease recorded as Instrument No.: 20130731000311510 - all in the Office of the Judge of Probate of Shelby County, Alabama.

20141113000357310 1/8 \$226.50	,
Shelby Cnty Judge of Probate, A	L
11/13/2014 10:01:45 AM FILED/CE	RT

STATE OF ALABAMA)
COUNTY OF SHELBY)

MEMORANDUM OF LEASE SUPPLEMENT

This MEMORANDUM OF LEASE SUPPLEMENT ("Memorandum") is made this day of Superior of the superio

- 1. LESSOR and LESSEE entered into a Lease Supplement (the "Agreement") on 0 1 + 14, 200 for an initial term of ten (10) years, commencing on the Commencement Date (as defined in the Agreement and this Memorandum). The Agreement shall automatically be extended for three (3) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
- 2. LESSOR hereby leases to LESSEE a portion of a parcel of property (the entirety of LESSOR's property is referred to in this Memorandum as the "Property"), located in Shelby County, Alabama and being shown on the Tax Map of Shelby County as Parcel Number 20-1-01-2-001-001.000, and being a portion of Section 1, Township 21 South, Range 1 East and part of that real property further described in a Warranty Deed, Joint with Right of Survivorship recorded as Instrument No.: 20030319000164620 in the Office of the Judge of Probate of Shelby County, Alabama, together with the non exclusive right for ingress and egress, seven (7) days a week, twenty four (24) hours a day, on foot or motor vehicle, including trucks, to the Property and for the

installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty (20') foot wide right of way extending from the nearest public right of way to the demised premises. The demised premises and right of way are collectively referred to in this Memorandum as the "Premises". The Premises are described in **Exhibit A** attached to, and made a part of, this Memorandum. In the event any public utility is unable to use the referenced right of way, LESSOR has agreed to grant an additional right of way either to the LESSEE or to the public utility at no cost to the LESSEE.

- 3. The Commencement Date of the Agreement is defined as the earlier of: (a) the first day of the month in which LESSOR issues to LESSEE a Notice to Proceed, or (b) the first day of the month in which LESSOR provides LESSEE with written notice that certain tower modifications are completed.
- The terms, covenants, and provisions of the Agreement, the terms of which are incorporated by this reference into this Memorandum, shall extend to, and be binding upon the respective executors, administrators, heirs, successors, and assigns of LESSOR and LESSEE.

Signatures Appear on Following Page

20141113000357310 2/8 \$226.50 Shelby Cnty Judge of Probate: AL 11/13/2014 10:01:45 AM FILED/CERT IN WITNESS OF THIS MEMORANDUM, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date reflected on its first page.

LESSOR:

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

BY:

NAME:

Richard Rossi

Vice President Lagar

TITLE:

LESSEE:

CELLCO PARTNERSHIP d/b/a Verizon Wireless

BY:

NAME: Aparna Khurjekar

TITLE: Area Vice President Network

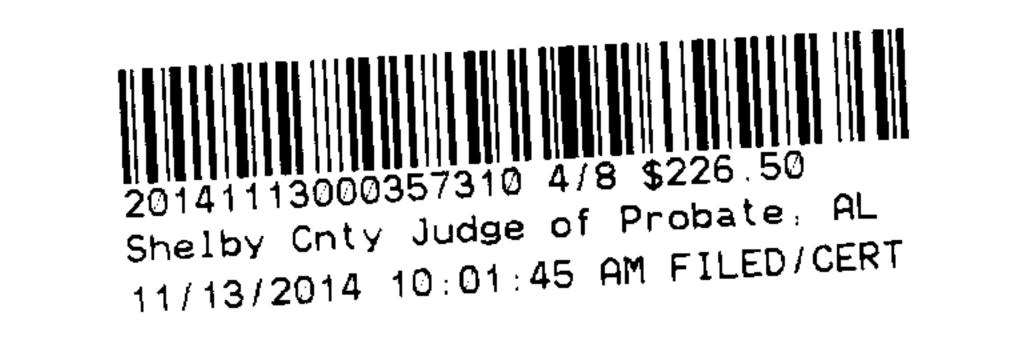
WITNESS

WITNESS

WITNESS

WITNESS

STATE OF Massachusetts COUNTY OF Middlesex)
I, Roan Chan, a Notary Public in and for the referenced County in the referenced State, certify that Richard Rossi, as Vice Resident, Legal of Amenon Twee Aset Subject, a, who is known to me, personally appeared, and being informed of the contents of this MEMORANDUM OF LEASE SUPPLEMENT he/she, being duly authorized, executed the same voluntarily as an act of said limited partnership.
WITNESS my hand and official Notarial Seal, this 23 day of <u>September</u> , 20 4 4.
RYAN COCHRAN Notary Public Commonwealth of Massachusetts My Commission Expires July 2, 2021 My Commission Expires My Commission Expires: 7/2/2
STATE OF NORTH CAROLINA) COUNTY OF MECKLENBURG)
I,, a Notary Public in and for the referenced County in the referenced State, certify that Aparna Khurjekar, as Area Vice President Network of Cellco Partnership d/b/a Verizon Wireless, who is known to me, personally appeared, and being informed of the contents of this MEMORANDUM OF LEASE SUPPLEMENT she, being duly authorized, executed the same voluntarily as an act of said general partnership.
WITNESS my hand and official Notarial Seal, this day of
MARGARET A. ICCS NOTARY PUBLIC MECKLENBURG COUNTY NORTH CAROLINA NORTH CAROLINA NO COMMISSION EXPIRES 5/4/2019



LESSOR SITE NAME/SITE NUMBER: Wilsonville AL, AL / 300133 LESSEE SITE NAME/SITE NUMBER: Wilsonville / 121762

EXHIBIT A

THE PREMISES

SEE ATTACHED PAGES

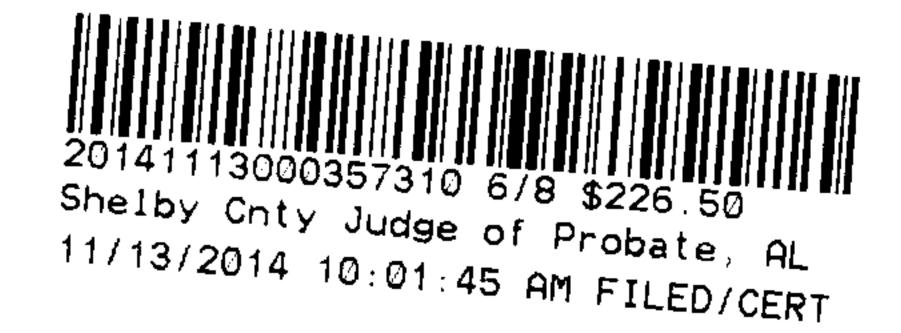
SHELBY COUNTY, ALABAMA SITE NO: 300133 SITE NAME: WILSONVILLE AL

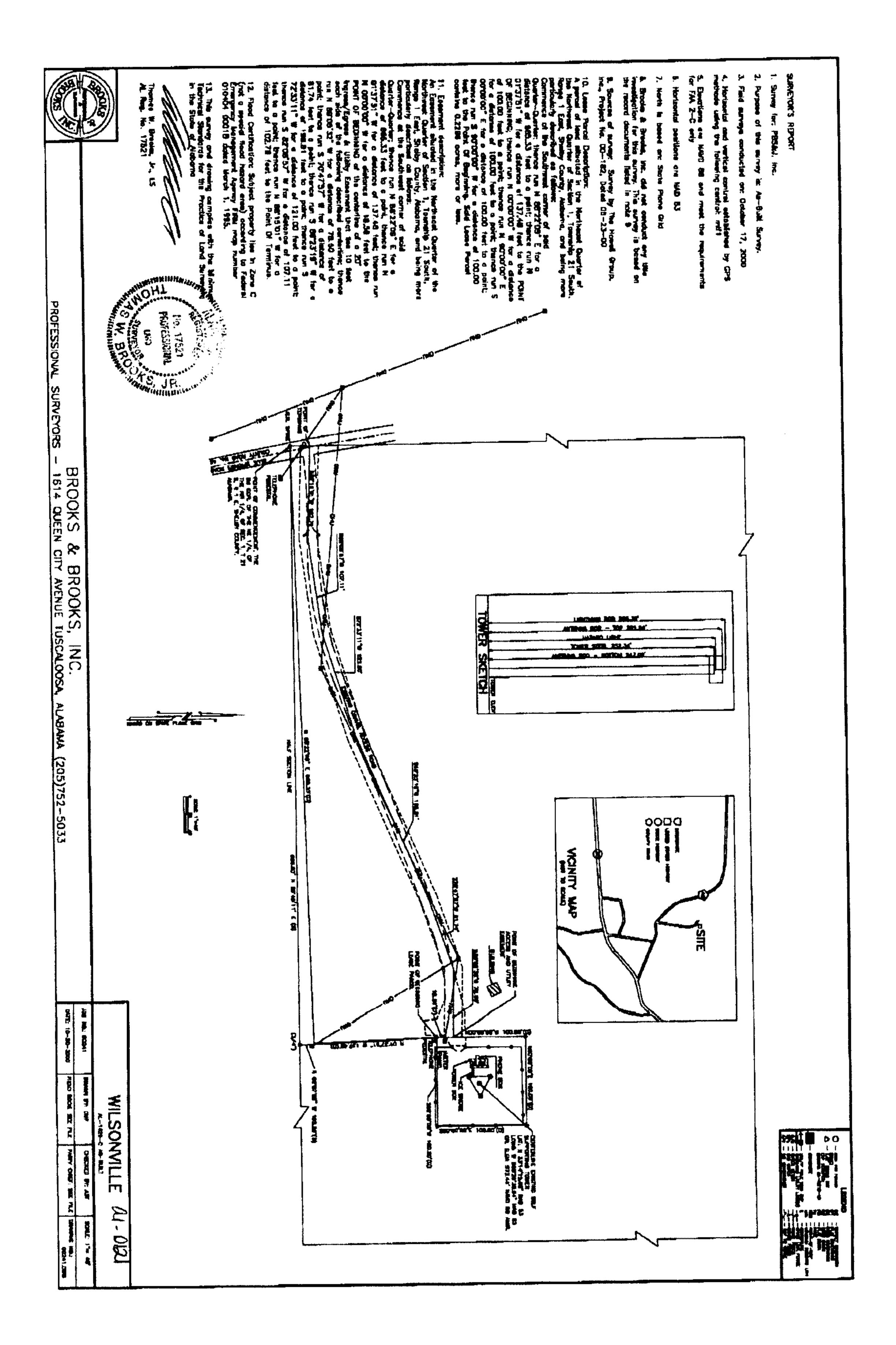
A parcel of land situated in the Northeast Quarter of the Northwest Quarter of Section 1. Township, 21 South, Range 1 East, Shelby County, Alabama, and being more particular described as follows:

Commence at the Southwest Corner of said Quarter-Quarter; thence run North 83°-22′-09″ East for a distance of 665.33 feet to a point; thence run North 01°-37′-51″ West for a distance of 137.48 feet to the point of Beginning:

thence run North $00^{\circ}-00^{\prime}-00^{\prime\prime}$ West for a distance of 100.00 feet to a point; thence run North $90^{\circ}-00^{\prime}-00^{\prime\prime}$ East for a distance of 100.00 feet to a point; thence run South $00^{\circ}-00^{\prime}-00^{\prime\prime}$ East for a distance of 100.00 feet to a point; thence run South $90^{\circ}-00^{\prime}-00^{\prime\prime}$ West for a distance of 100.00 feet to the point of Beginning.

Said lease parcel contains 0.2296 acres are more or less.







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