

Prepared by and return to:

Rosenberg & Clark, LLC
400 Poydras Street, Suite 1680
New Orleans, LA 70130
Attn: Staci A. Rosenberg
(504) 620-5400

SOURCE OF TITLE:

Instrument No. 20121025000410410
Probate Office, Shelby County, AL

Re: Cell Site #: USID 220101
Cell Site Name: Montevallo East
Fixed Asset #: 12919728
State: Alabama
County: Shelby

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this 21st day of June, 2019, by and between Edward A. Woods and Lisa M. Woods, joint tenants with right of survivorship, residing at 268 Highway 89, Montevallo, AL 35115 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

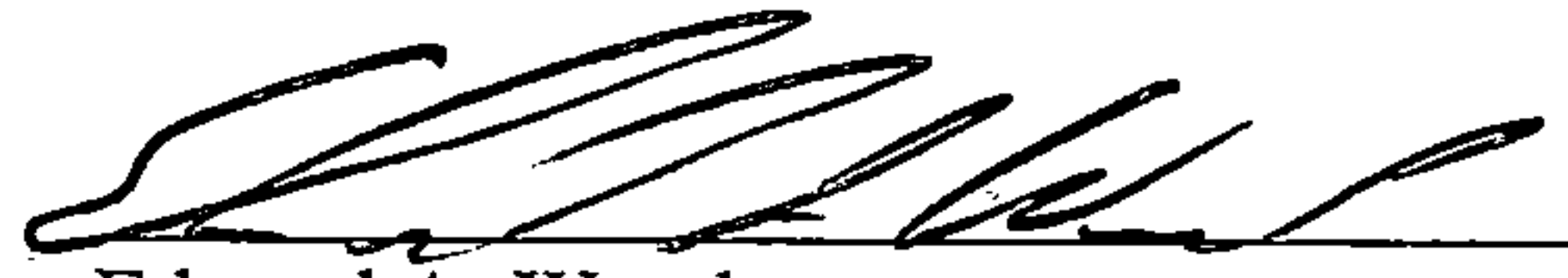
1. Landlord and Tenant entered into a certain Option and Land Lease Agreement ("**Agreement**") on the 21st day of June, 2019, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with nine (9) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

Shelby County, AL 07/01/2019
State of Alabama
Deed Tax: \$299.00

20190701000234300 1/6 \$329.00
Shelby Cnty Judge of Probate, AL
07/01/2019 12:32:38 PM FILED/CERT

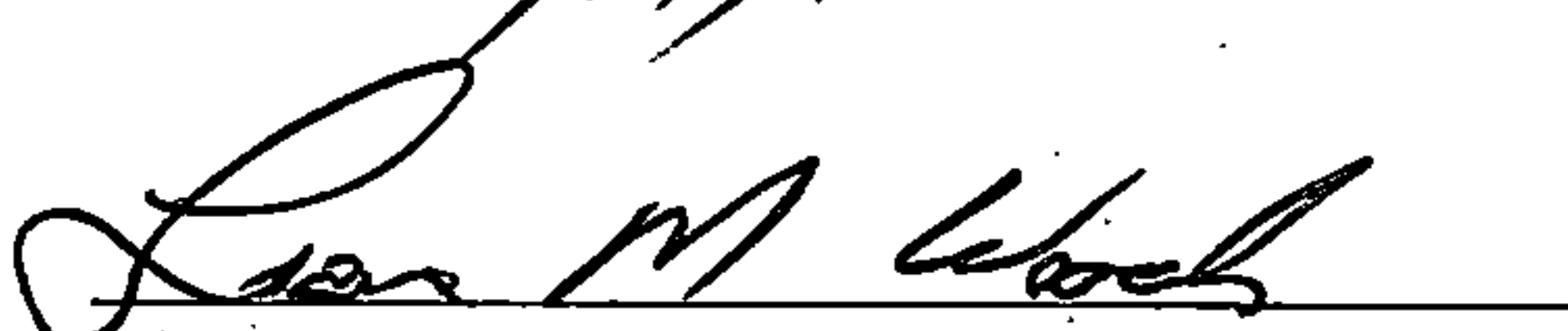
IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"



Edward A. Woods

Date: 6/14/19



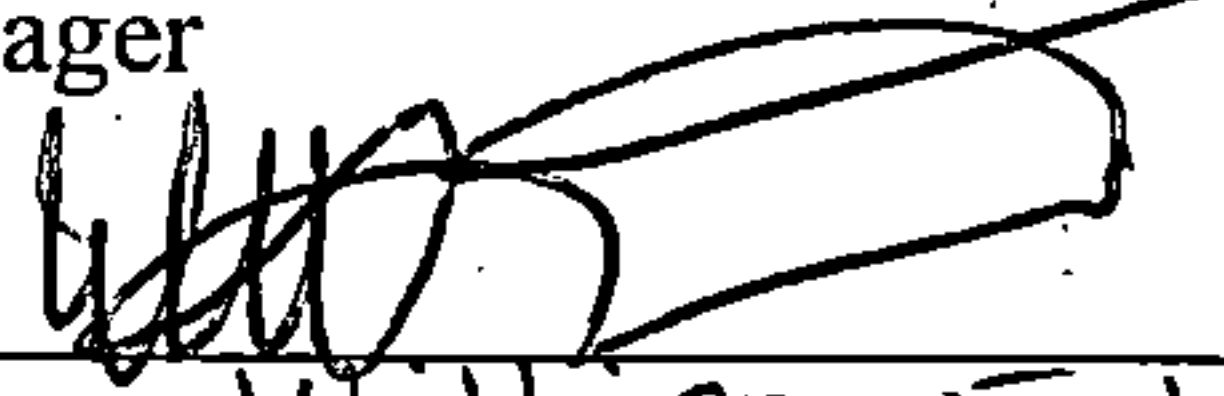
Lisa M. Woods

Date: 6-14-19

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 

Print Name: William E. Hilyer

Its: Area Manager

Date: 6/21/19

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

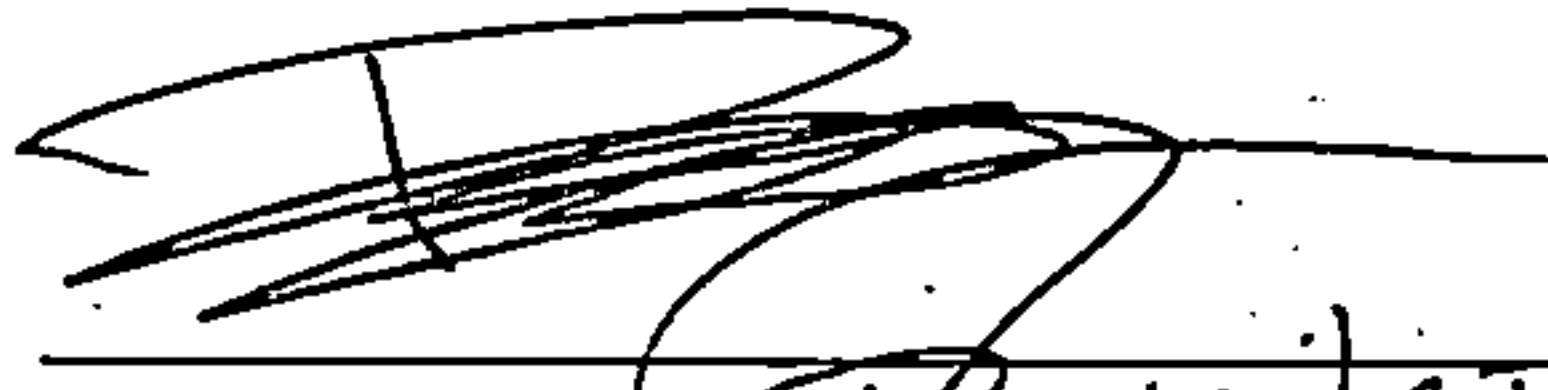


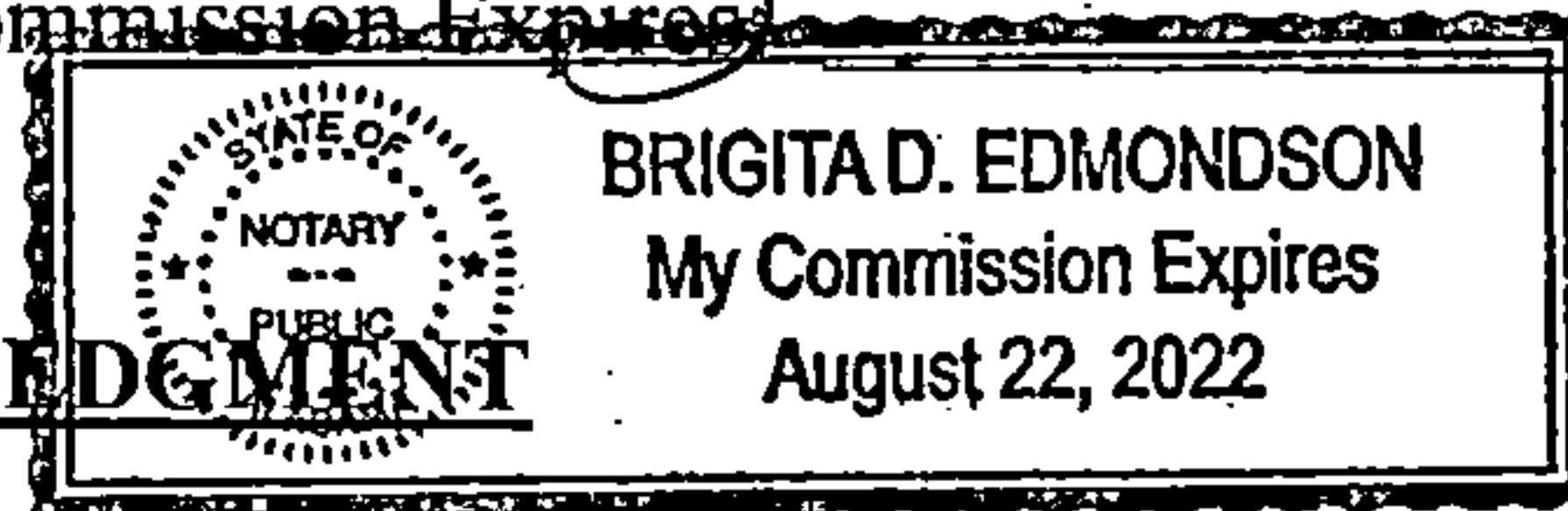
20190701000234300 2/6 \$329.00
Shelby Cnty Judge of Probate, AL
07/01/2019 12:32:38 PM FILED/CERT

TENANT ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Jefferson

On the 21st day of June, 2019, before me personally appeared William E. Hiner, and acknowledged under oath that he/she is the Area Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.


Notary Public: Brigita D. Edmondson
My Commission Expires: _____



LANDLORD ACKNOWLEDGMENT

STATE OF AL at Large
COUNTY OF Shelby

On the 19 day of June, 2019, before me, personally appeared Edward A. Woods, who acknowledged under oath, that he is the person named in the within instrument, and that he executed the same as his voluntary act and deed for the purposes therein contained.


Notary Public: Jessi Ackerman
My Commission Expires: 1-16-23

STATE OF AL at Large
COUNTY OF Shelby

On the 19 day of June, 2019, before me, personally appeared Lisa M. Woods, who acknowledged under oath, that she is the person named in the within instrument, and that she executed the same as her voluntary act and deed for the purposes therein contained.


Notary Public: Jessi Ackerman
My Commission Expires: 1-16-23

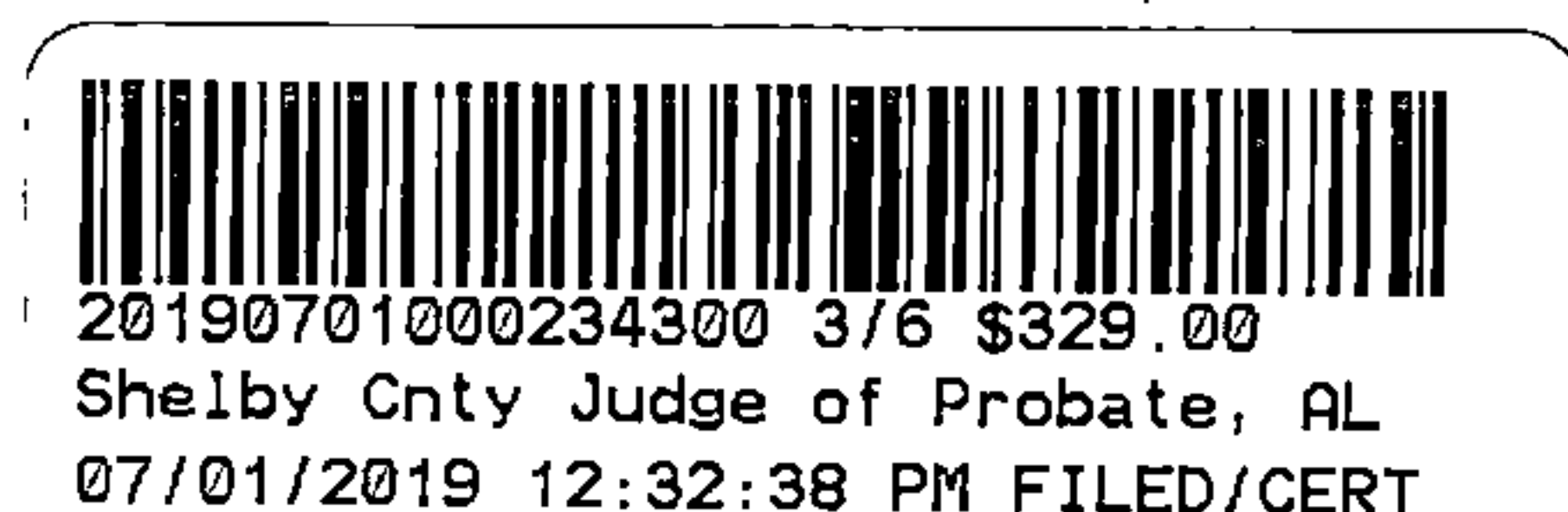


EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 3

to the Memorandum of Lease dated June 21, 2019, by and between Edward A. Woods and Lisa M. Woods, joint tenants with the right of survivorship, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

PARENT TRACT (INST. NO. 20121025000410410)

Lots 1, 2, 3 and 4, according to the Survey of Bailey's Addition to Roberta, as recorded in Map Book 38, Page 70, in the Probate Office of Shelby County, Alabama.

The Premises are described and/or depicted as follows:

80' X 80' LEASE AREA (AS-SURVEYED)

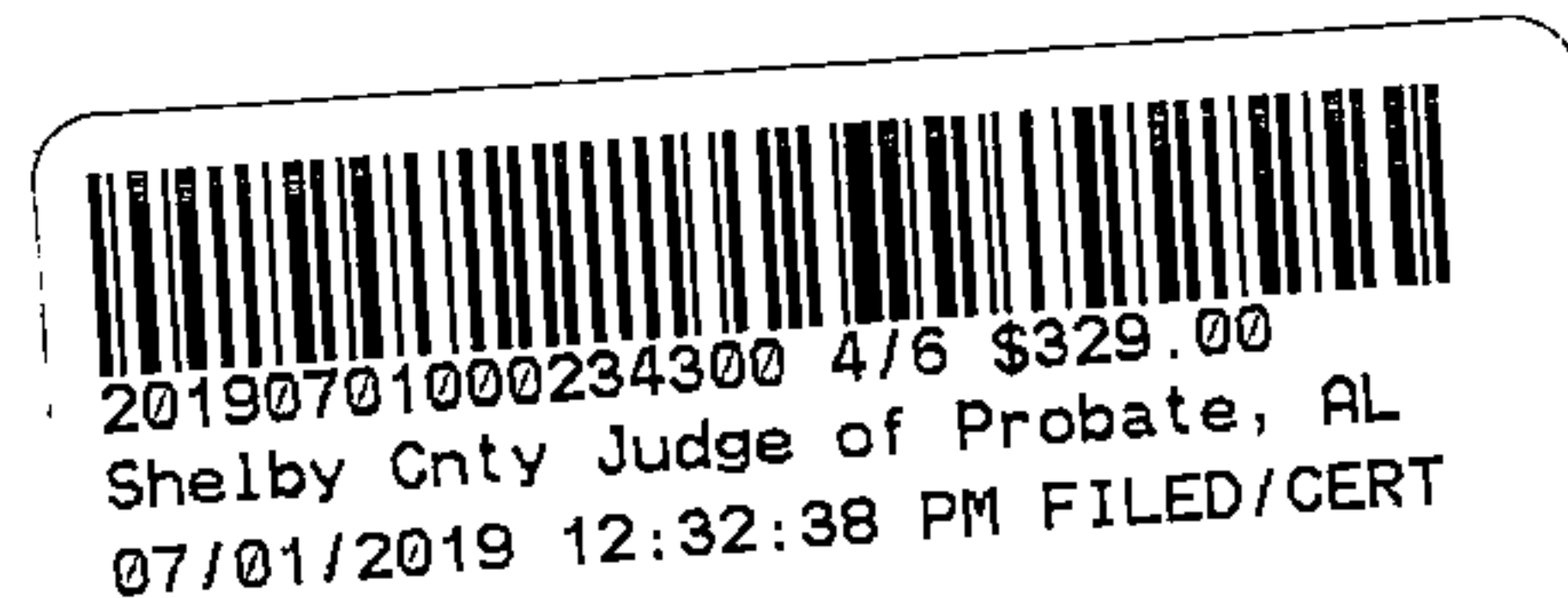
Being a portion of that certain tract of land as described and recorded in Instrument No. 20121025000410410 in the Office of the Judge of Probate, Shelby County, Alabama, lying in Lots 1 and 2 of Bailey's Addition to Roberta as recorded in Map Book 38, Page 70 in said Office of the Judge of Probate, being a part of the Northeast 1/4, Section 6, Township 24 North, Range 13 East said Shelby County and being more particularly described as follows:

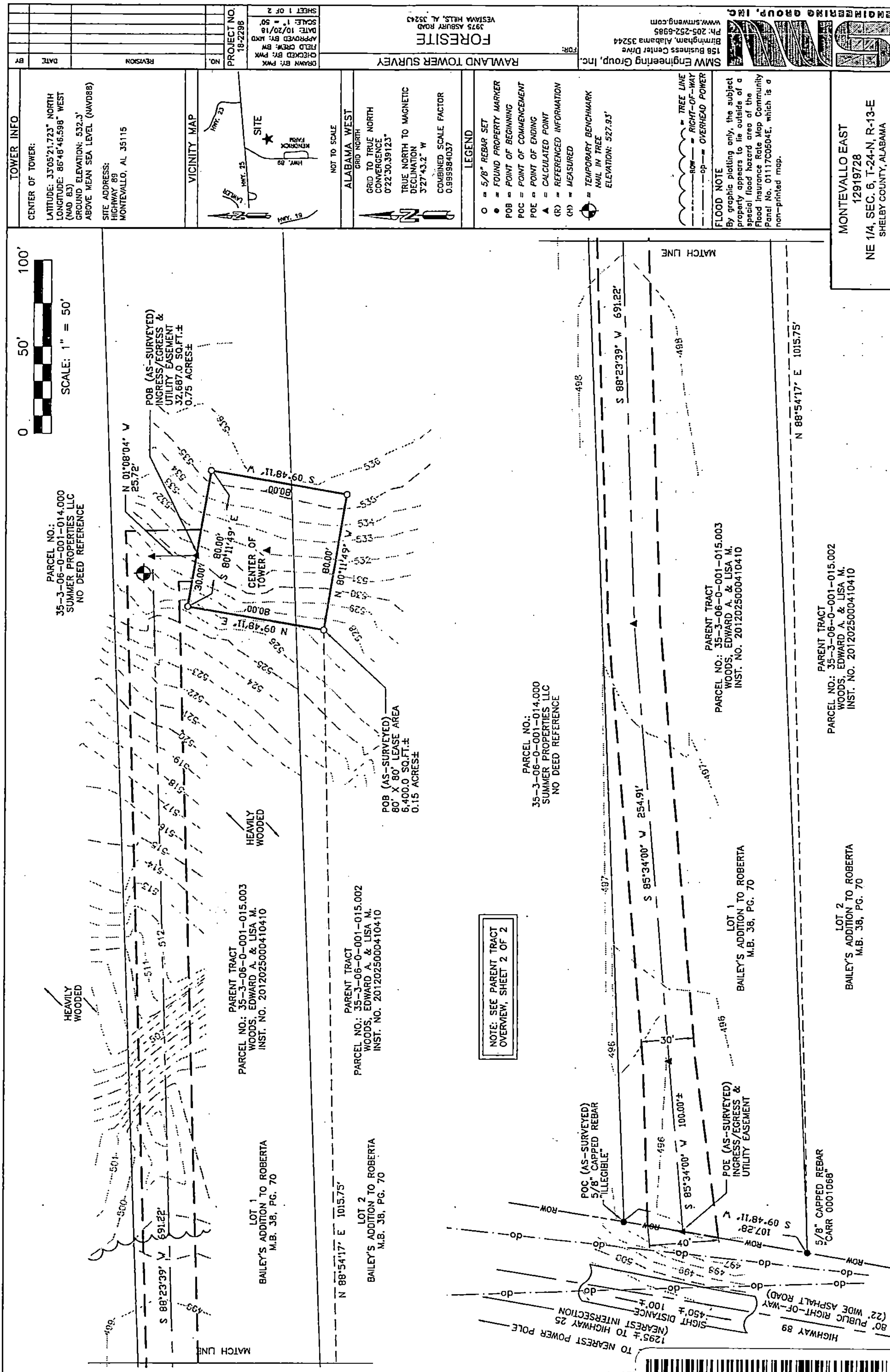
Commencing at a 5/8" capped rebar found (illegible) on the east right-of-way line of Highway 89 at the northwest corner of said Lot 1 of Bailey's Addition to Roberta; thence run S 09°48'11" W for a distance of 107.28 feet to a capped rebar found (CARR 0001068) at the southwest corner of said Lot 1; thence N 88°54'17" E for a distance of 1015.75 feet to a 5/8" rebar set and the Point of Beginning; thence N 09°48'11" E for a distance of 80.00 feet to a 5/8" rebar set; thence S 80°11'49" E for a distance of 80.00 feet to a 5/8" rebar set; thence S 09°48'11" W for a distance of 80.00 feet to a 5/8" rebar set; thence N 80°11'49" W for a distance of 80.00 feet to the Point of Beginning. Said above described Lease Area contains 6,400.0 square feet or 0.15 acres, more or less.

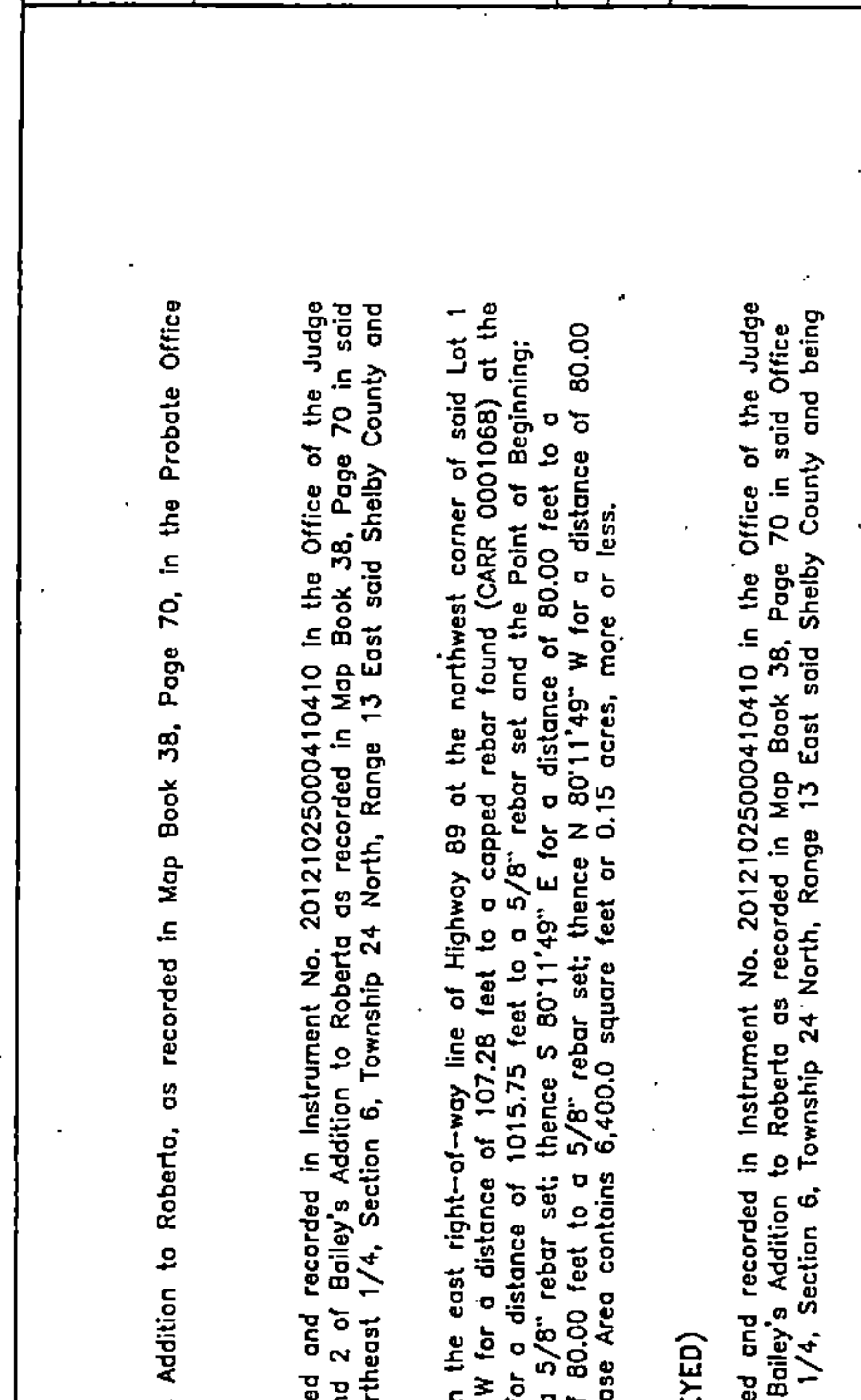
INGRESS/EGRESS & UTILITY EASEMENT (AS-SURVEYED)

Being a portion of that certain tract of land as described and recorded in Instrument No. 20121025000410410 in the Office of the Judge of Probate, Shelby County, Alabama, lying in Lot 1 of Bailey's Addition to Roberta as recorded in Map Book 38, Page 70 in said Office of the Judge of Probate, being a part of the Northeast 1/4, Section 6, Township 24 North, Range 13 East said Shelby County and being more particularly described as follows:

Commencing at a 5/8" capped rebar found (illegible) on the east right-of-way line of Highway 89 at the northwest corner of said Lot 1 of Bailey's Addition to Roberta; thence run S 09°48'11" W for a distance of 107.28 feet to a capped rebar found (CARR 0001068) at the southwest corner of said Lot 1; thence N 88°54'17" E for a distance of 1015.75 feet to a 5/8" rebar set; thence N 09°48'11" E for a distance of 80.00 feet to a 5/8" rebar set; thence S 80°11'49" E for a distance of 30.00 feet to the Point of Beginning of an Ingress/Egress & Utility Easement being 30 feet in width and lying 15 feet each side of the following described centerline; thence N 01°08'04" W for a distance of 25.72 feet to a point; thence S 88°23'39" W for a distance of 691.22 feet to a point; thence S 85°34'00" W for a distance of 254.91 feet to a point; from said point the easement transitions from being 30 feet in width to its final width of 40 feet along the bearing and distance of S 85°34'00" W 100.00 feet, more or less, to said east right-of-way line of Highway 89 and the Point of Ending. Said above described Easement contains 32,687.0 square feet or 0.75 acres, more or less.







PARENT TRACT (INST. NO. 20121025000410410)

Lots 1, 2, 3 and 4, according to the Survey of Bailey's of Shelby County, Alabama.

80' X 80' LEASE AREA (AS-SURVEYED)

Being a portion of that certain tract of land as described of Probate, Shelby County, Alabama, lying in Lots 1 and 4 of the Judge of Probate, being a part of the Northeast being more particularly described as follows:

Commencing at a 5/8" capped rebar found (illegal) on of Bailey's Addition to Robert; thence run S 09°48'11" W southwest corner of said Lot 1; thence N 88°54'17" E for a distance of 80.00 feet to a 5/8" rebar set; thence S 09°48'11" W for a distance of 80.00 feet to the Point of Beginning. Said above described Lease

INGRESS/EGRESS & UTILITY EASEMENT (AS-SURVEYED)

Being a portion of that certain tract of land as described of Probate, Shelby County, Alabama, lying in Lot 1 of the Judge of Probate, being a part of the Northeast being more particularly described as follows:

NOT TO SCALE

PARCEL NO.:
35-3-06-0-001-012.000
ALLIED UME CO. BLDG #110
NO DEED REFERENCE

-
- A cross-section diagram of a bridge deck. The deck is shown with a top surface and a bottom reinforcement bar labeled '17A'. The width of the deck is indicated as 215.6'±. The span length is indicated as 90.0'. The diagram includes a vertical line on the left and a horizontal line on the right, with a vertical line connecting them at the bottom. The deck is divided into two sections by a vertical line, with a circle containing the number '1' on the left and a circle containing the number '2' on the right.

001
 014,000
 TIES LLC
 RENCE
 ADDITION TO ROBE
 3, 38, PG. 70

OVERVIEW

PARCEL NO. 35-3-06-0-001
 SUMMER PROPER
 NO DEED REFERENCE

DT 1
 DT 2
 DT 3

BAILEY'S ALLEY N.W.
