

Prepared by and Return to:
American Tower Management, Inc.
Carolyn Little
300 Office Park Drive, Suite 240
Birmingham AL 35223
Attn: Legal Department

FOR RECORDATION AND OFFICE USE ONLY

RT: _____

Inst # 2001-28012

07/06/2001-28012
01:44 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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STATE OF ALABAMA

COUNTY OF SHELBY

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is executed this 3RD day of JANUARY, 2001, by and between PHILIP DWIGHT HODGENS, AND WIFE, PATRICIA D. HODGENS ("Landlord"), whose mailing address is 75 PAYTONS PLACE, CHELSEA, AL. 35043

and American Tower Management, Inc., a Delaware corporation ("Tenant"), whose mailing address is 3200 Cobb Galleria Parkway, N.W., Suite 205, Atlanta, Georgia 30339.

WHEREAS, Landlord and Tenant executed and entered into a Lease Agreement (the "Lease") dated JANUARY 3, 2001, for the purpose of installing, operating and maintaining a radio communications facility and other improvements on the Property (as hereinafter defined).

WHEREAS, the parties wish to provide a memorandum of the lease, to supplement the description of the Property (as hereinafter defined), and to provide for a commencement date under the Lease.

NOW, THEREFORE, in consideration of the Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Lease Term.** The terms of the Lease shall be five (5) years commencing on the date Tenant exercises its option to enter into the Lease (the "Commencement Date"), which date shall be no later than the 3RD day of JANUARY, 2002, and terminating at midnight on the fifth (5th) anniversary of the Commencement Date (the "Initial Term"). Tenant has the option under the terms of the Lease to extend the Lease for nine (9) additional five (5) year terms (the "Renewal Terms") Options are automatic.

2. **Property.** Subject to the terms of the Lease, as may be amended from time to time, Landlord has leased to Tenant the real property described on Exhibit "A" attached hereto (the "Property") and Landlord has granted unto Tenant, for the Initial Term and any Renewal Term, easements for ingress, egress and utilities over that real property also described in Exhibit "A" attached hereto (the "Easement").

3. **Notices.** All notices, requests, demands, and other communications to Landlord or Tenant shall be made at the addresses for each as set forth above, unless otherwise notified in writing.

4. **Homestead.** The Property ☒ is ☐ is not Landlord's homestead property.

WITNESS WHEREOF, the parties hereto have set their hands and seals on the day first above written.

Signed in the presence of the
following two witnesses:

Print Name: _____

Print Name: _____

LANDLORD:

Philip Dwight Hodgins
PHILIP DWIGHT HODGINS

Print Name

Patricia D. Hodgins

PATRICIA D. HODGINS

Signed in the presence of the
following two witness:

April Newberry
Print Name: April Newberry

Lura Mackey
Print Name: Lura Mackey

TENANT:

AMERICAN TOWER MANAGEMENT, INC.,
a Delaware Corporation

By: Brad Singer (SEAL)

Name:

Title:

Brad Singer
Executive Vice President

Address: 3200 Cobb Galleria Parkway
Suite 205
Atlanta, GA 30339

Notarial Acknowledgment For Landlord

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Philip Dwight Hodgins, and wife, Patricia D. Hodgins, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instruments, he/she executed the same voluntarily on the day the same bears date.

Given under my hand this the 3rd day of JANUARY, 2001.

My Commission Expires:

AUGUST 1, 2004


Notary Public

[NOTARY SEAL]

Notarial Acknowledgment For Tenant

STATE OF GEORGIA

COUNTY OF COBB

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Richard C. Beesley, whose name as Vice President/ Area General Manager of American Tower Management, Inc., a Delaware Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being the same voluntarily for and as the act of said corporation, acting in his capacity as Vice President/Area General Manager as aforesaid.

Given under my hand this the _____ day of _____, 200____.

My Commission Expires:


Notary Public

[NOTARY SEAL]

Notarial Acknowledgment For Tenant

STATE OF GEORGIA

COUNTY OF COBB

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brad Singer, whose name as *Executive* Vice President of American Tower Management Inc., a Delaware Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in his capacity as Vice President as aforesaid.

Given under my hand this the 26 day of Jan, 2001.

My Commission Expires:

[Signature]

Notary Public

[NOTARY SEAL]





HERNDON, HICKS AND ASSOCIATES, INC.

2728 Lurleen Wallace Blvd.
P.O. Box 508
Northport, Alabama 35476
205/333-0003 • FAX 205/333-0178

205 East Washington Street
P.O. Box 447
Demopolis, Alabama 36732
334/289-3020

Site Name: Simmsville
Site Number: AL1-FG017 A

STATE OF ALABAMA
SHELBY COUNTY

LEGAL DESCRIPTION EXHIBIT A

PARCEL

Part of the southwest quarter of the northeast quarter of Section 1, Township 20 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at an iron pipe found at the northeast corner of the southwest quarter of the northeast quarter of said Section 1; thence run North 88 degrees, 44 minutes, 28 seconds West and along the north line of said quarter quarter 323.37 feet to a concrete monument found; thence run South 1 degree, 10 minutes, 19 seconds West and along the west line of the east half of the east half of said quarter quarter 850.29 feet; thence run North 90 degrees, 00 minutes, 00 seconds East 142.89 feet to a 1/2" capped rebar set at the POINT OF BEGINNING; thence continue North 90 degrees, 00 minutes, 00 seconds East and along said course 100.00 feet to a 1/2" capped rebar set; thence run North 00 degrees, 00 minutes, 00 seconds East 100.00 feet to a 1/2" capped rebar set; thence run North 90 degrees, 00 minutes, 00 seconds West 100.00 feet to a 1/2" capped rebar set; thence run South 00 degrees, 00 minutes, 00 seconds East 100.00 feet to the POINT OF BEGINNING.

Said parcel containing 0.23 acres, more or less.

EASEMENT

A 30 foot access and utility easement lying in and running across part of the east half of the east half of the southwest quarter of the northeast quarter of Section 1, Township 20 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at an iron pipe found at the northeast corner of the southwest quarter of the northeast quarter of said Section 1; thence run North 88 degrees, 44 minutes, 28 seconds West and along the north line of said quarter quarter 323.37 feet to a concrete monument found; thence run South 1 degree, 10 minutes, 19 seconds West and along the west line of the east half of the east half of said quarter quarter 850.29 feet; thence run North 90 degrees, 00 minutes, 00 seconds East 142.89 feet to a 1/2" capped rebar set; thence run North 00 degrees, 00 minutes, 00 seconds East 75.5 feet to the POINT OF BEGINNING; thence run North 57 degrees, 45 minutes, 05 seconds West 101.89 feet; thence run North 15 degrees, 41 minutes, 02 seconds West 123.59 feet; thence run North 1 degree, 16 minutes, 58 seconds East 109.31 feet; thence run North 1 degree, 33 minutes, 36 seconds East 142.64 feet; thence run North 00 degrees, 56 minutes, 40 seconds East 178.25 feet; thence run North 2 degrees, 23 minutes, 11 seconds East 151.94 feet to the POINT OF ENDING, said point lying at the intersection of the centerline of said easement and the centerline of Hodgen's Road.

