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Shelby Cnty Judge of Probate, AL  
02/25/2008 03:48:16PM FILED/CERT

FILED RECORDED RETURN TO:  
Old Republic Title  
Attn: Post Closing-Recording  
320 Springside Dr.  
Suite 320  
Akron, OH 44333

**DRAFTED BY** [REDACTED]

Attorney Kelley Cameron, Land Management  
American Tower Corporation  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management  
ATC Site No. 21319  
Site Name: Simmsville AL  
TAX PARCEL ID NUMBER(S):

14-10-10-000-03-4000

#### MEMORANDUM OF LEASE

This **MEMORANDUM OF LEASE** is made effective as of the latter signature date hereof by and between **Philip Dwight Hodgens, Sr. and wife, Patricia D. Hodgens and Philip D. Hodgens, Jr.** ("**Landlord**") and **American Tower Management, LLC**, a Delaware limited liability company ("**Tenant**").

#### **Recitals**

- A. Philip Dwight Hodgens and wife, Patricia D. Hodgens, predecessor in interest to Landlord and American Tower Management, Inc., predecessor in interest to Tenant) entered into that certain lease dated January 3, 2001 (as amended, the "Lease"), a memorandum of which was recorded on July 6, 2001 as Instrument No. 2001-28012 in the registry of Shelby County, Alabama, whereby the Tenant leases ground space on a portion of the real property owned by Landlord ("Parent Parcel") as more particularly set forth in Exhibit A attached hereto, together with certain easements for access and public utilities and if applicable, guy wire and guy anchor easements (the "Property"). Said Exhibit A may be replaced with a current **as-built** survey depicting the actual legal description of the Property; and
- B. Landlord and Tenant amended the terms of the Lease pursuant to Lease Amendment dated Dec 12, 2007.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants contained in the Lease and Lease Amendment, the parties agree as follows:

1. The terms and conditions of said Lease and Lease Amendment are incorporated into this Memorandum by reference.

2. **Premises.** Landlord has leased to Tenant certain real property as depicted in Exhibit A attached hereto.
3. **Term.** The term is 99 years commencing on the latter of the date of Landlord's or Tenant's notarized signature.
4. **Government Approvals.** Landlord shall fully cooperate with Tenant's and Tenant's customers and potential customer's efforts to obtain and maintain in effect all government approvals necessary for such party's use of the Property. Landlord agrees not to oppose any requests for such approvals and agrees to execute in a timely manner any documentation related to such approvals. Landlord grants to Tenant a Limited Power of Attorney ("***POA***") for the sole purpose of executing any building permits, land use and zoning applications on behalf of Landlord that are required by the local jurisdiction for Tenant and Tenant's customers to operate and conduct telecommunications or wireless business at the Property. The POA shall be strictly construed for the purpose of signing building permits, land use and zoning applications on behalf of Landlord and this POA may only be assigned by Tenant to Tenant's parent company, subsidiaries or successors and assigns by merger or acquisition only. This POA shall not be used by Tenant to change the zoning classification of the Parent Parcel or the Property or require Landlord to modify any of Landlord's property that surrounds the Property and it shall automatically terminate as of the expiration of the Term. All costs associated with obtaining and maintaining all government approvals by Tenant or Tenant's customers shall be the sole responsibility of Tenant.
5. **Right of First Refusal.** If Landlord receives a bona fide offer from a third party to lease or purchase in fee simple the Parent Parcel or the Property in whole or in part, or to take an assignment of any portion of Landlord's interest in the Lease, or if Landlord intends to communicate to a third party an offer to lease or sell in fee simple the Parent Parcel or the Property, Landlord shall communicate the terms of such offer to Tenant and offer to lease or sell the Parent Parcel or Property, as applicable to Tenant upon the same terms and conditions, including any financing terms. Tenant shall have 30 days from receipt of said notice from Landlord to accept said offer in writing. If Tenant elects not to exercise this right of first refusal within the 30 day time period, Landlord may convey the Parent Parcel, Property or all or a portion of Landlord's interest in the Lease, as applicable, provided, however, that if the terms of conveyance change from that originally provided to Tenant or if such conveyance has not been consummated within 90 days of the date of Landlord's written notice to Tenant, any such conveyance shall again be subject to Tenant's right of first refusal set forth above in this paragraph. Tenant's election not to exercise Tenant's right of first refusal shall not be deemed to be a waiver of this paragraph with respect to any future conveyances or proposed conveyances of the Parent Parcel, Property or all or a portion of Landlord's interest in the Lease.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]



IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease by their hands as of the dates below.

LANDLORD:

Philip D. Hodgens Sr.  
Philip Dwight Hodgens, Sr.  
Date: 9 Dec. 07

WITNESSES:

Michael Smith  
Signature  
Print Name: Michael Smith

Bryan K Smith  
Signature  
Print Name: Bryan K Smith

### Acknowledgment

LANDLORD

STATE OF Alabama

COUNTY OF Shelby

On 12-9-07 before me, Wendy Michelle Hodgens, personally  
(here insert name and title of the officer)  
appeared Philip D. Hodgens, Sr., personally known to me (or proved to me on  
Name(s) of Document Signer(s)

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 behalf of which they person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Wendy Michelle Hodgens  
Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 21, 2009  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

{Seal}



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**LANDLORD:**

Patricia D. Hodgins  
 Patricia D. Hodgins  
 Date: 12-9-07

**WITNESSES:**

Michael Smith  
 Signature  
 Print Name: Michael Smith

Bryan K Smith  
 Signature  
 Print Name: Bryan K Smith

**Acknowledgment**

**LANDLORD**

STATE OF Alabama

COUNTY OF Shelby

On 12-9-07 before me, Wendy Michelle Hodgins, personally  
 (here insert name and title of the officer)  
 appeared Patricia D. Hodgins, personally known to me (or proved to me on  
 Name(s) of Document Signer(s)

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 behalf of which they person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature: Wendy Michelle Hodgins  
 Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 21, 2009  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

{Seal}

LANDLORD:

Philip D. Hodgens, Jr.  
Philip D. Hodgens, Jr.  
Date: 12-9-07

WITNESSES:

Michael Smith  
Signature  
Print Name: Michael Smith

Bryan K Smith  
Signature  
Print Name: Bryan K Smith

Acknowledgment

LANDLORD  
STATE OF Alabama  
COUNTY OF Shelby

On 12-9-07 before me, Wendy Michelle Hodgens, personally  
(here insert name and title of the officer)  
appeared Philip D. Hodgens, Jr., personally known to me (or proved to me on  
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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 behalf of which they person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Wendy Michelle Hodgens  
Notary Public  
My Commission Expires: June 21, 2009  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 21, 2009  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

{Seal}

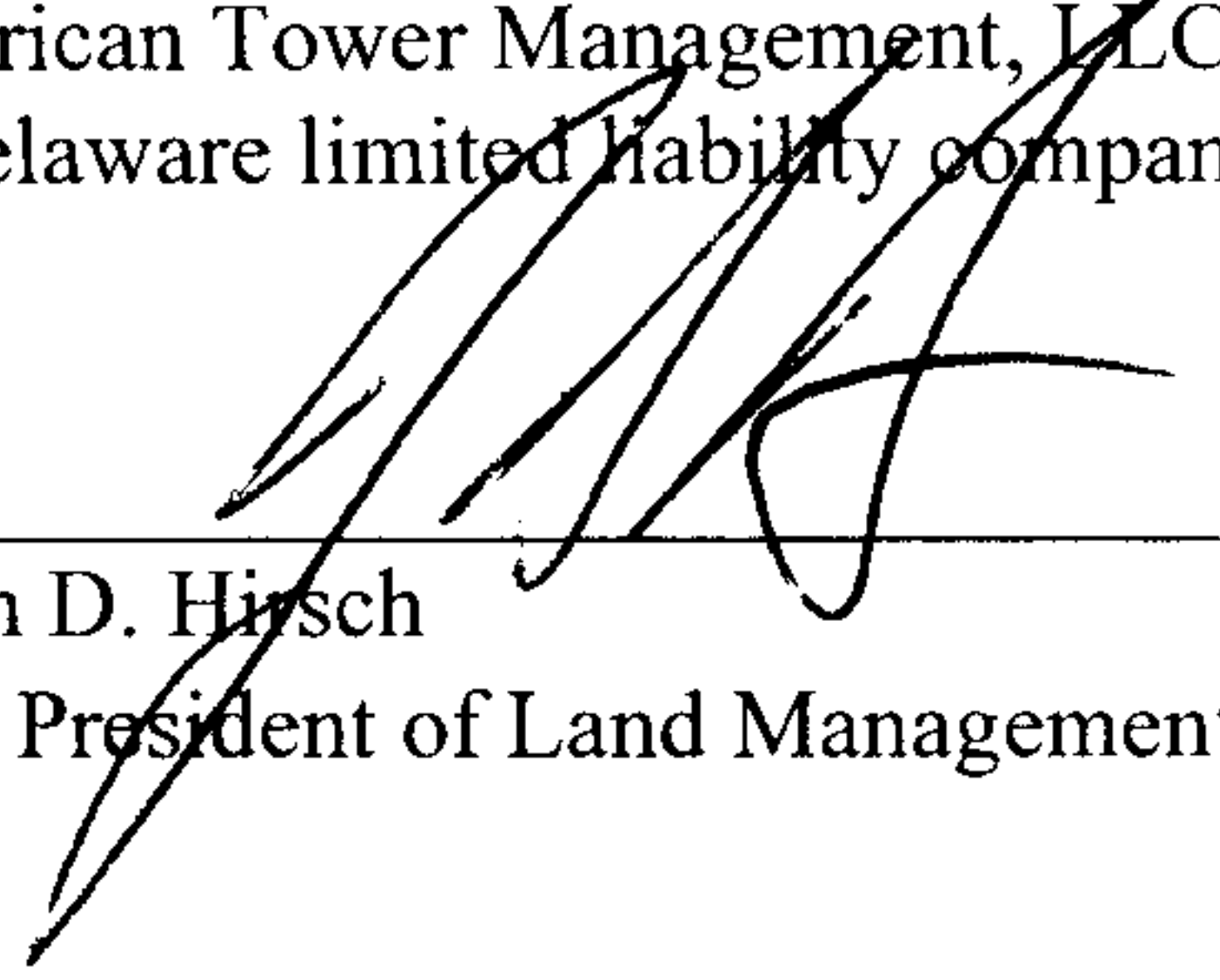




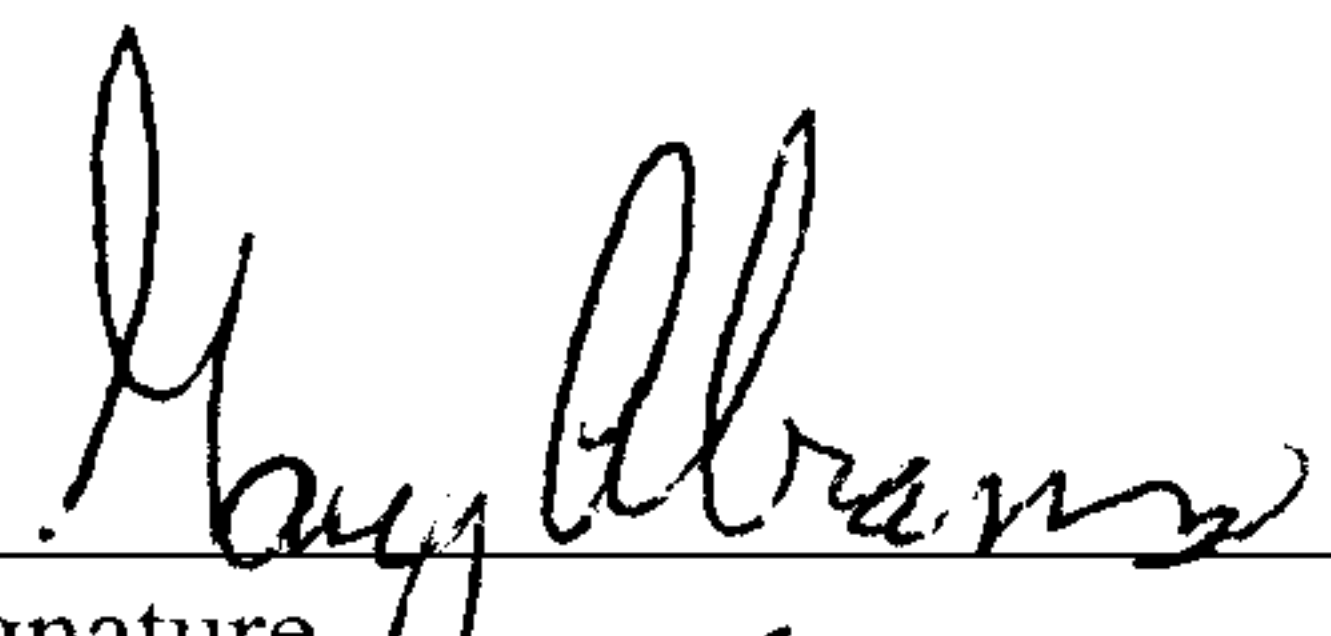
20080225000076050 6/7 \$29.00  
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**TENANT:**

American Tower Management, LLC  
A Delaware limited liability company

  
\_\_\_\_\_  
Jason D. Hirsch  
Vice President of Land Management

**WITNESSES:**

  
\_\_\_\_\_  
Signature  
Print Name: Kay Abrams

  
\_\_\_\_\_  
Signature  
Print Name: Ben Myers

**Acknowledgement**

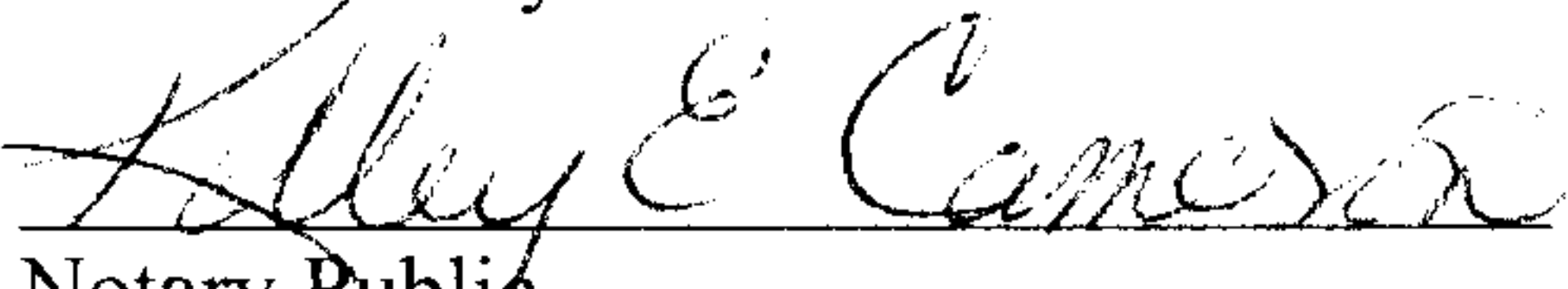
**TENANT**

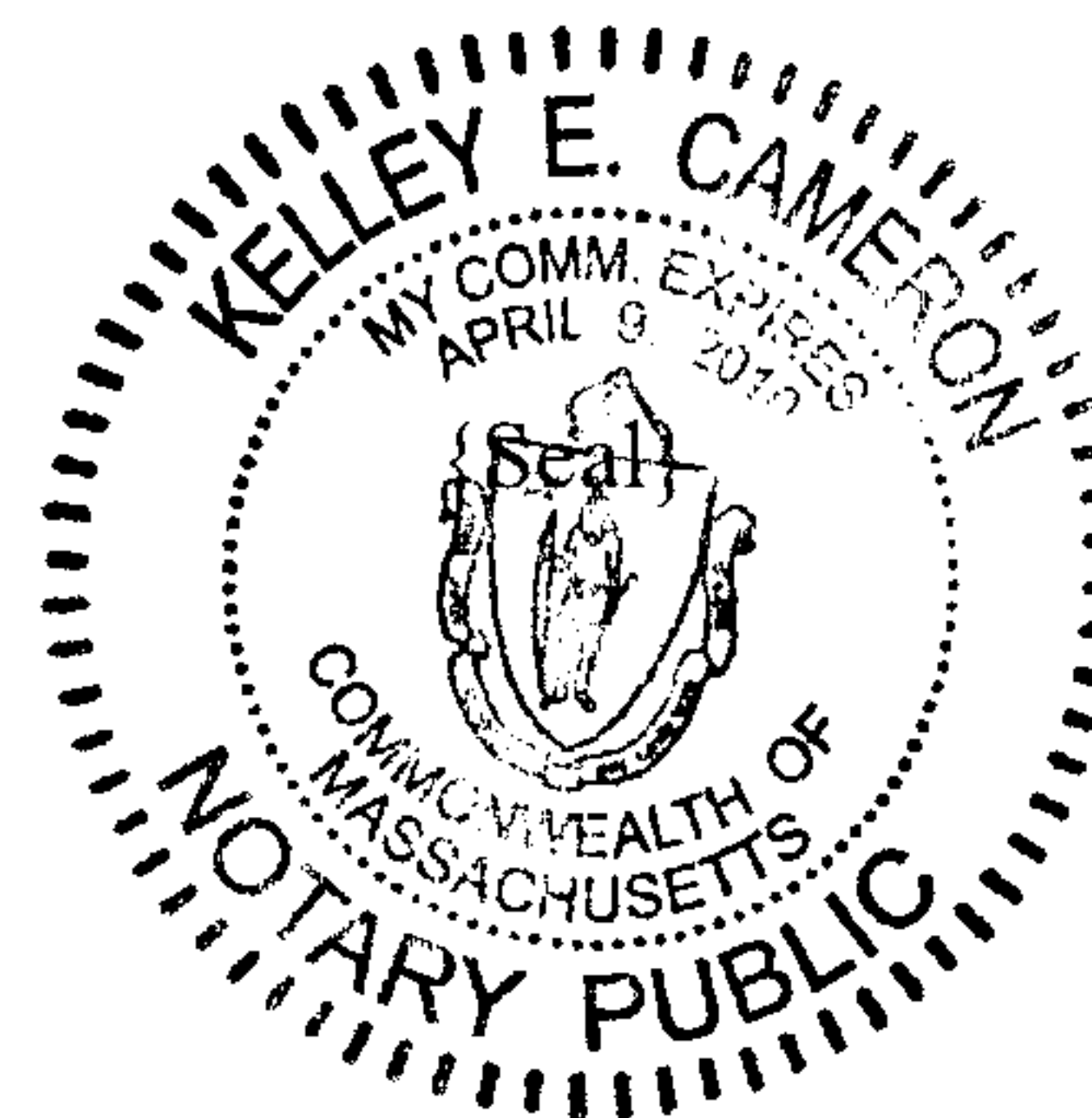
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this the 12<sup>th</sup> day of December 2007, before me, Kelley E. Cameron, the undersigned Notary Public, personally appeared Jason D. Hirsch, proved to me through satisfactory evidence of identity, in which he is personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Vice President, Land Management, of American Tower Management, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 4/9/10





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## EXHIBIT A

### Property

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 ½" 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 ½" capped rebar set; thence run North 00 degrees, 00 minutes, 00 seconds East 100.00 feet to a ½" capped rebar set; thence run North 90 degrees, 00 minutes, 00 seconds West 100.00 feet to a ½" 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.

### Access and Utilities Easement

A 30' access 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, said easement lying 15 feet each side of the following described centerline:

Commence at an iron pipe found at the northeast corner of the southwest quarter of the northeast quarter of Section 1; thence run North 88 degrees, 44 minutes, 28 seconds West and along the north line of said quarter quarter 323.27 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 ½" capped rebar set; thence run North 00 degrees, 00 minutes, 00 seconds East 72.08 feet to the Point of Beginning; thence run North 90 degrees, 00 minutes, 00 seconds West 25.84 feet; thence run North 54 degrees, 22 minutes, 55 seconds West 82.70 feet; thence run North 07 degrees, 50 minutes, 42 seconds West 153.12 feet; thence run North 00 degrees, 15 minutes, 27 seconds East 267.04 feet; thence run North 12 degrees, 54 minutes, 57 seconds East 40.84 feet; thence run North 00 degrees, 31 minutes, 18 seconds West 79.82 feet; thence run North 06 degrees, 22 minutes, 55 seconds East 94.38 feet; thence run North 03 degrees, 32 minutes, 48 seconds West 78.61 feet to the Point of Ending of said centerline.