

Lessee Site Name: POPLAR BRANCH
Lessee Location Number: 189382
Lessee GL Market: 100041



20090202000032710 1/8 \$318.50
Shelby Cnty Judge of Probate, AL
02/02/2009 03:27:53PM FILED/CERT

Upon Recording, Return to:

Laura Ellen Lewis
Haskell Slaughter Young & Rediker, LLC
2001 Park Place North
1400 Park Place Tower
Birmingham, Alabama 35203

Shelby County, AL 02/02/2009
State of Alabama

Deed Tax: \$286.50

Source of Title: Statutory Warranty Deed recorded at Book 014,
Page 875; Memorandum of Agreement recorded in Instrument #2001-23120;
Corrected Deed recorded in Instrument #20040316000134690, all in the Office of
the Judge of Probate of Shelby County, Alabama.

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

MEMORANDUM OF LEASE SUPPLEMENT

This Memorandum of Lease Supplement is made this 18th day of December, 2008, between **SpectraSite Communications, LLC** a **Delaware limited liability company**, with a mailing address of 10 Presidential Way, Woburn, MA 01801 hereinafter collectively referred to as "LESSOR", and **CELLCO PARTNERSHIP, a Delaware general partnership, d/b/a Verizon Wireless**, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920-1097, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Lease Supplement (the "Agreement") on December 16, 2008 for an initial term of ten (10) years, commencing on the Commencement Date. The Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the 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 that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located in Shelby County, Alabama and being shown on the Tax Map of Shelby County as Parcel Number 04-9-31-0-000-006.000, and being a portion

of Section 31, Township 18 South, Range 1 East and part of that real property further described in that Corrected Deed recorded in Instrument #20040316000134690 and that Memorandum of Agreement recorded in Instrument #2001-23120, all 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, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a thirty (30') 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 hereinafter collectively referred to as the "Premises". The Premises are described in Exhibit A attached hereto and made a part hereof. In the event any public utility is unable to use the aforementioned 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, of which this is a Memorandum, is defined as the first (1st) day of the month in which the LESSEE is Supplement is executed by all parties or the first (1st) day of the month in which LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last, but in no event later than February 1, 2009.
4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by 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


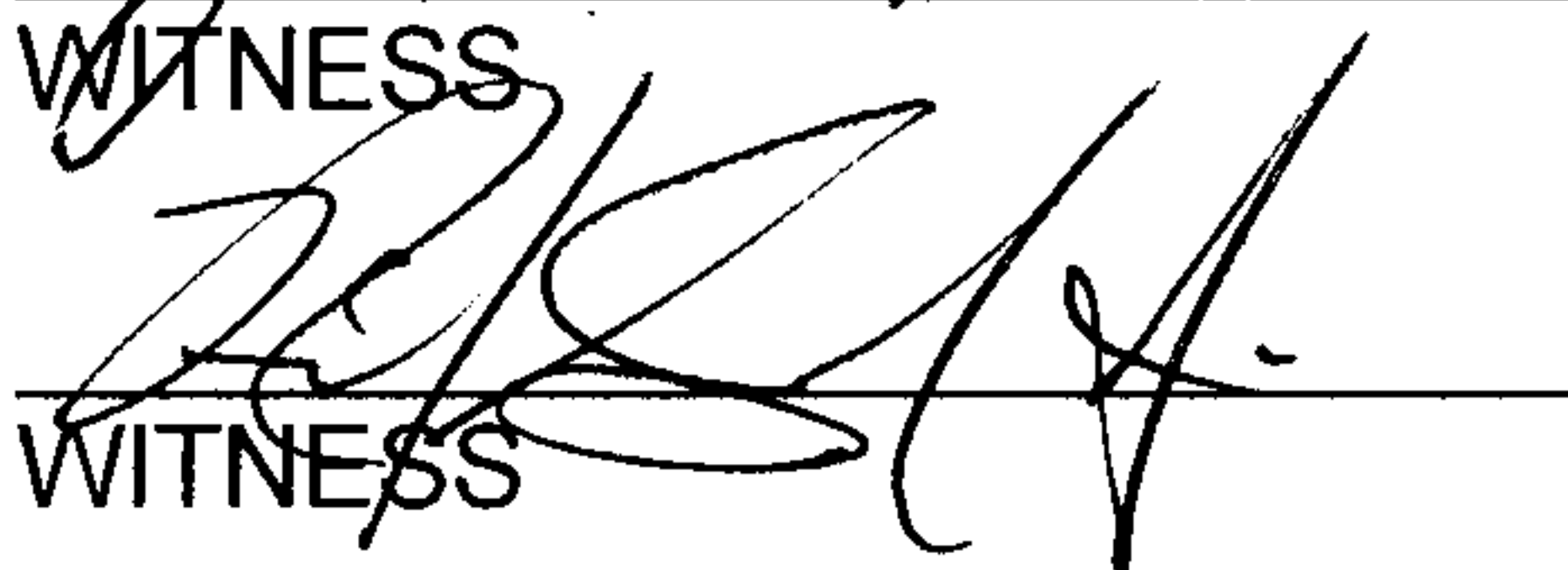
IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

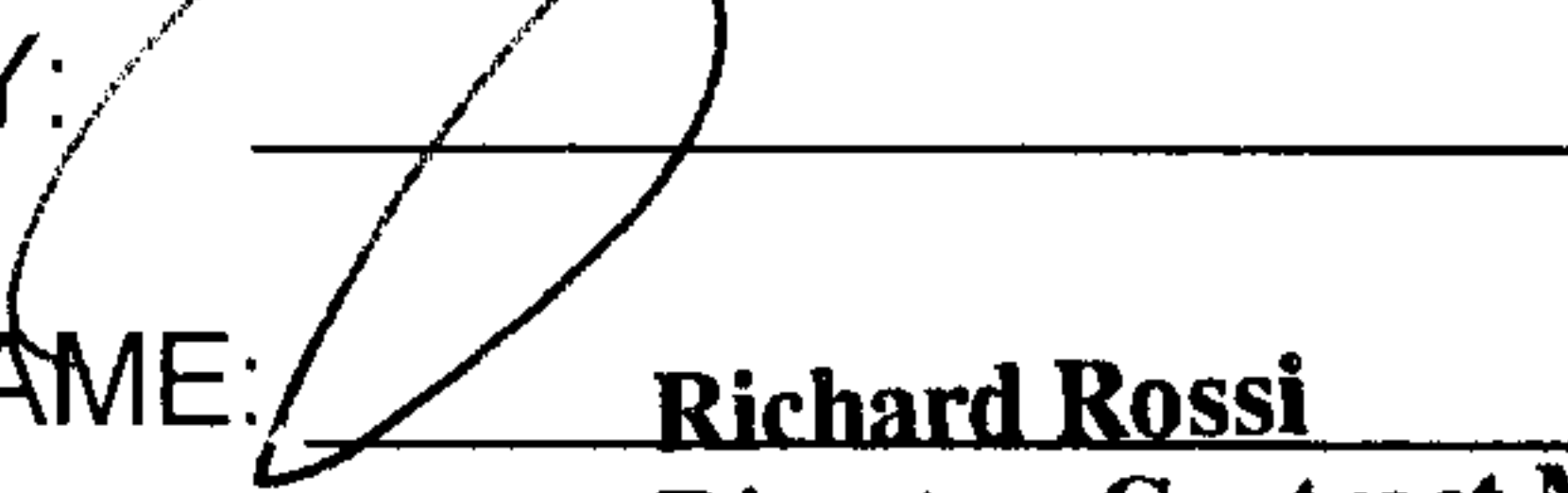
LESSOR:

SpectraSite Communications, LLC

By: SpectraSite, LLC, its sole Member and Manager

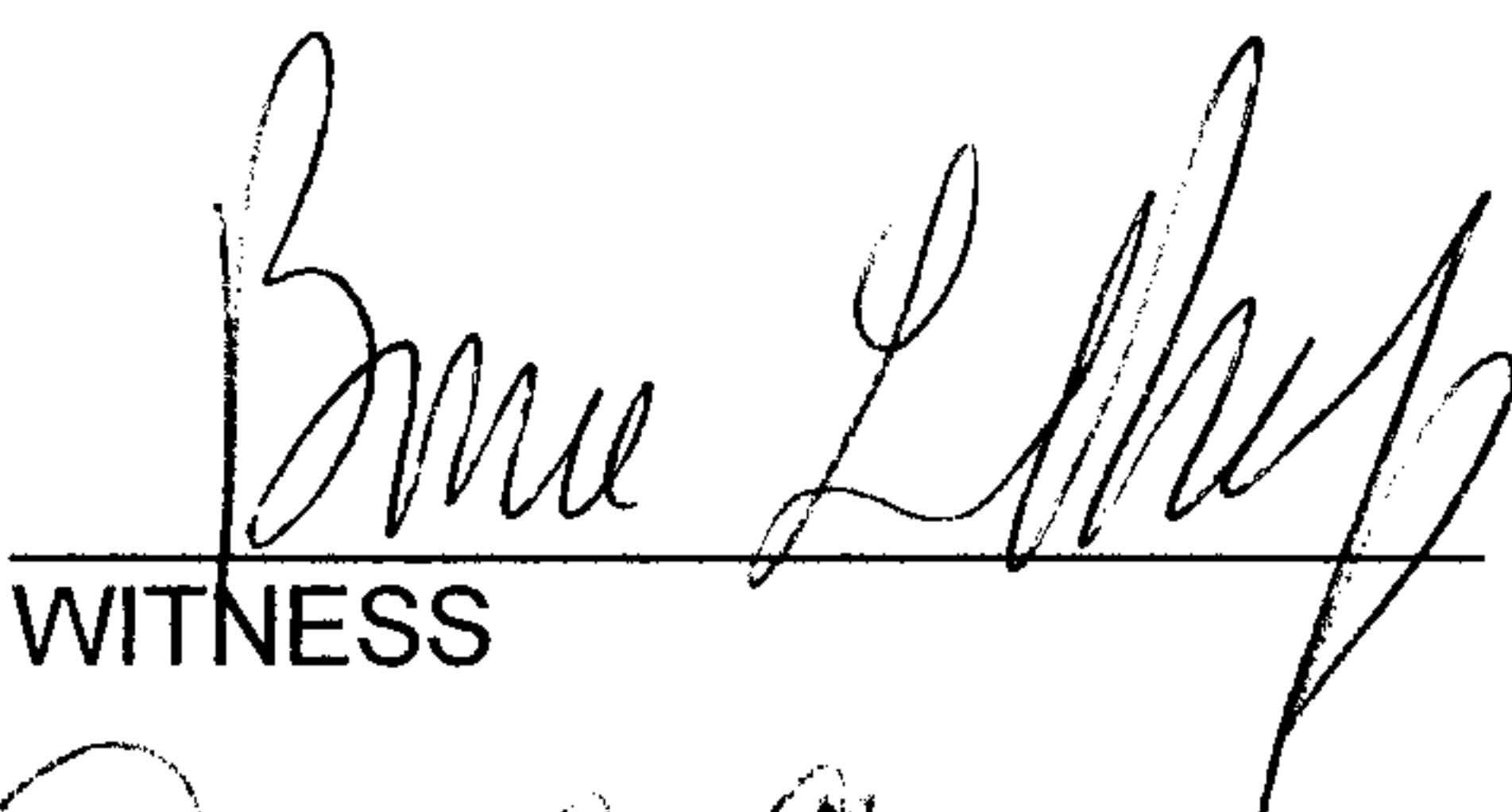
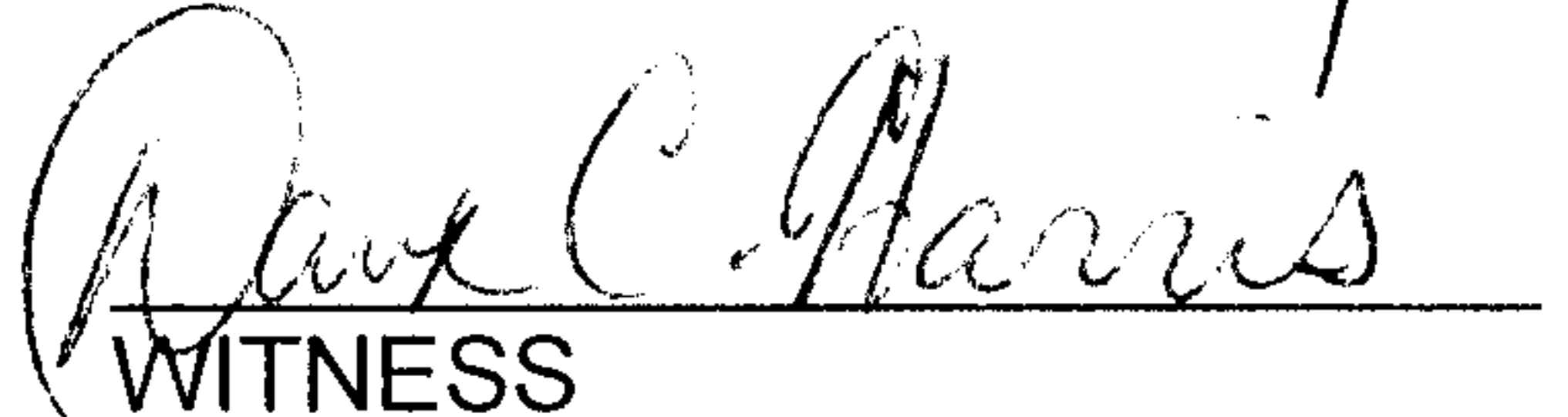
By: American Tower Corporation, its sole Member and Manager

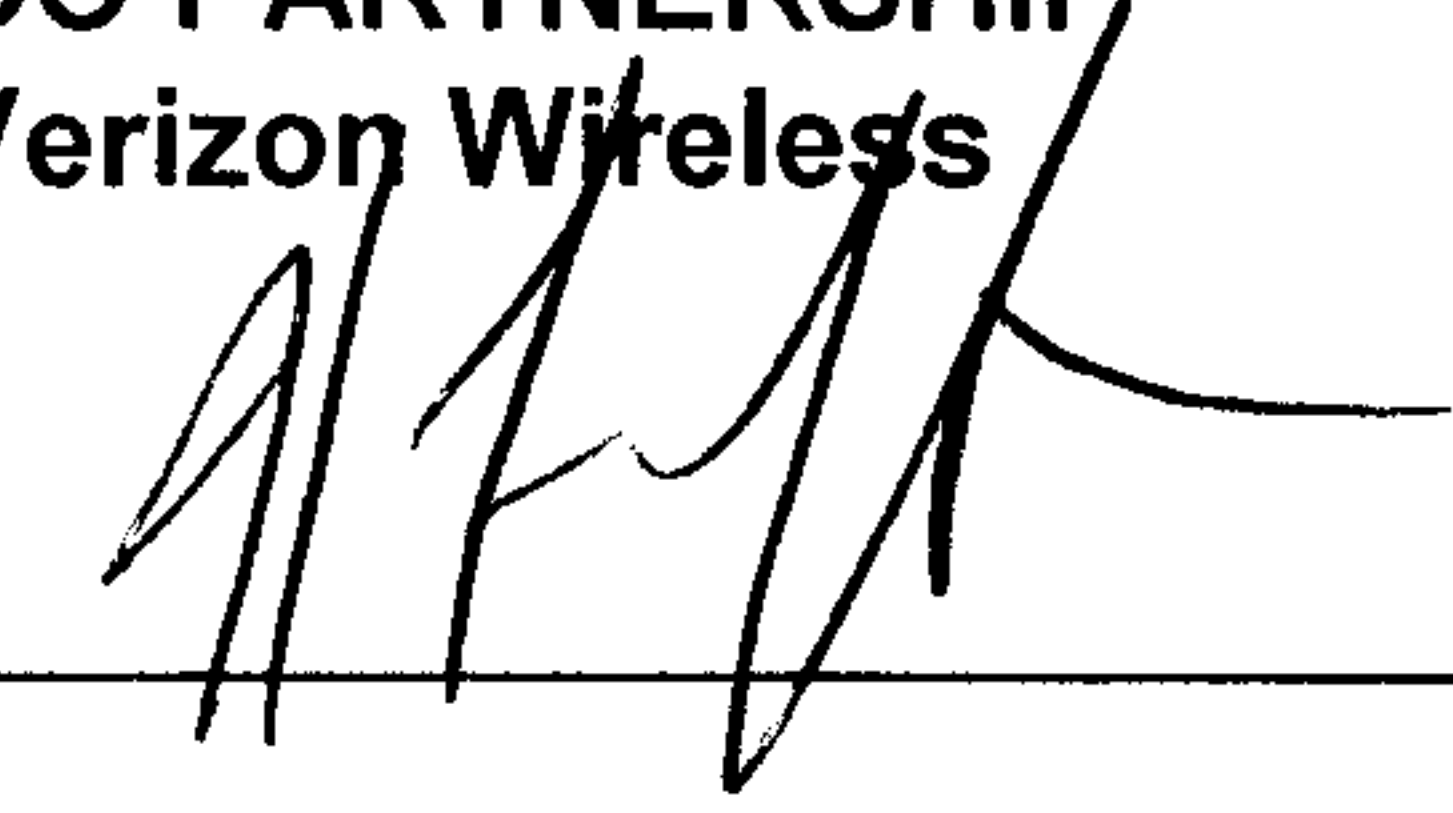

WITNESS

WITNESS

BY: 
NAME: **Richard Rossi**
Director, Contract Management
TITLE: _____

LESSEE:

CELLCO PARTNERSHIP
d/b/a Verizon Wireless

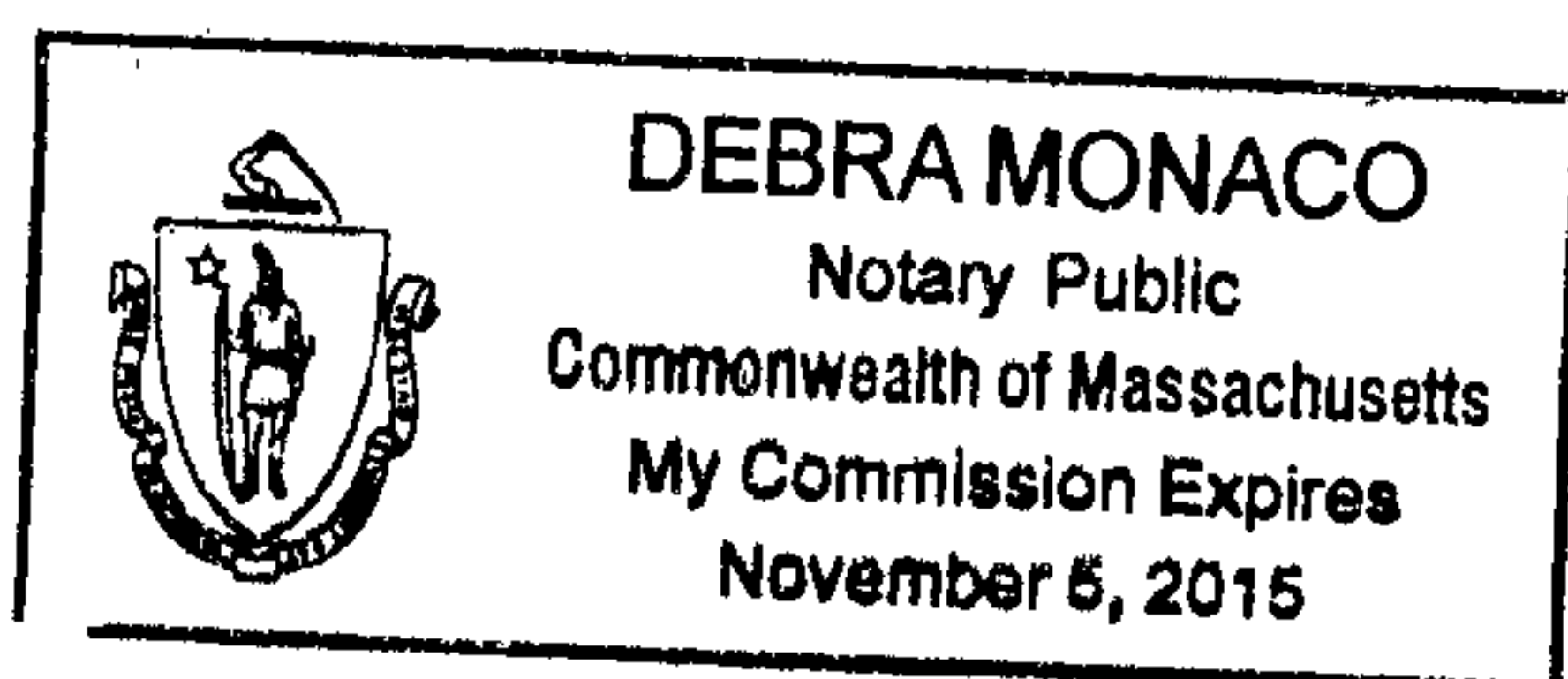

WITNESS

WITNESS

BY: 
NAME: Hans F. Leutenegger
TITLE: Area Vice President –
Network -- South Area

STATE OF Massachusetts)
COUNTY OF Middlesex)

I, Debra Monaco, a Notary Public in and for said County in said State, do hereby certify that Rich Rossi, as Director of Contracts of **SpectraSite Communications, LLC**, by **SpectraSite, LLC, its sole Member and Manager**, by **American Tower Corporation, its sole Member and Manager**, 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 liability company.

WITNESS my hand and official Notarial Seal, this 16th day of December, 2008.



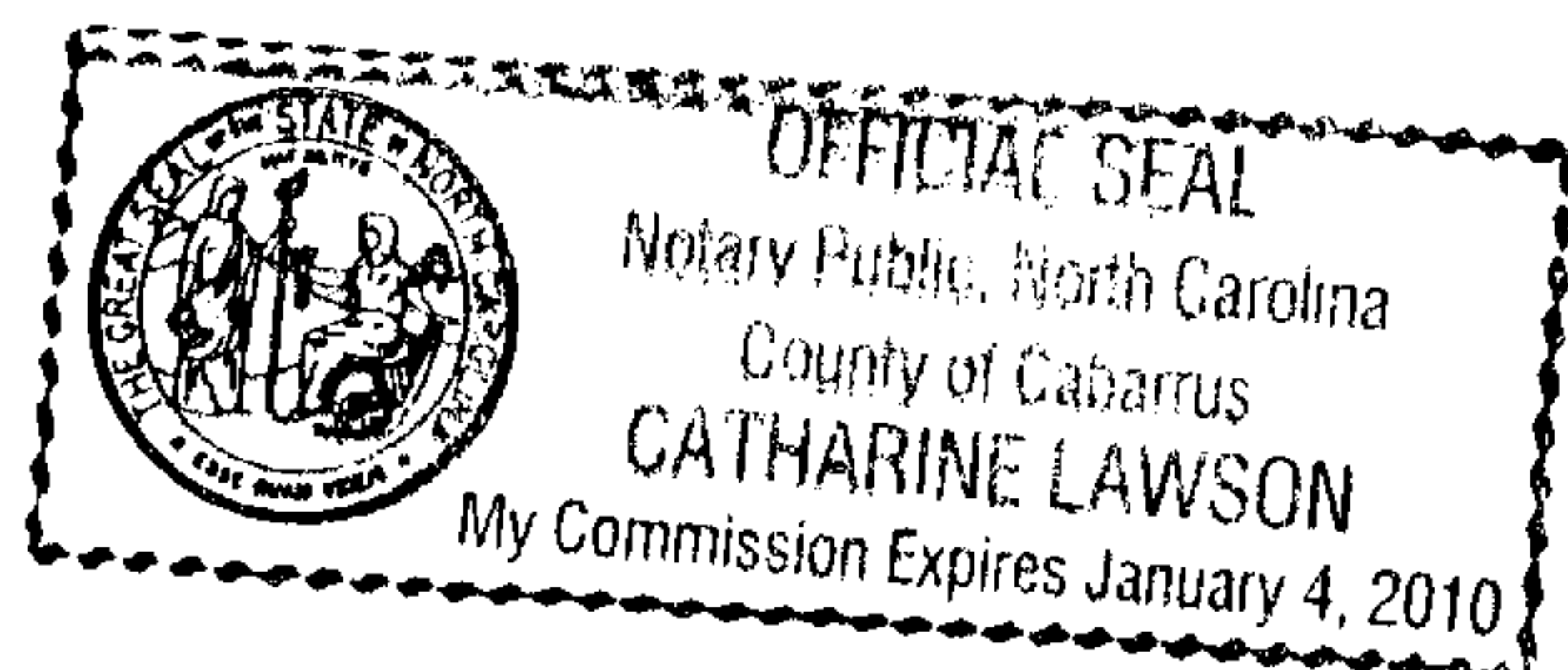
Debra Monaco
Notary Public

My Commission Expires: 11/5/2015

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

I, Catharine Lawson, a Notary Public in and for said County in said State, do hereby certify that **HANS F. LEUTENEGGER**, as **Area Vice President-Network-South Area** 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 he, being duly authorized, executed the same voluntarily as an act of said general partnership.

WITNESS my hand and official Notarial Seal, this 8 day of December, 2008.



Catharine Lawson
Notary Public

My Commission Expires: January 4, 2010


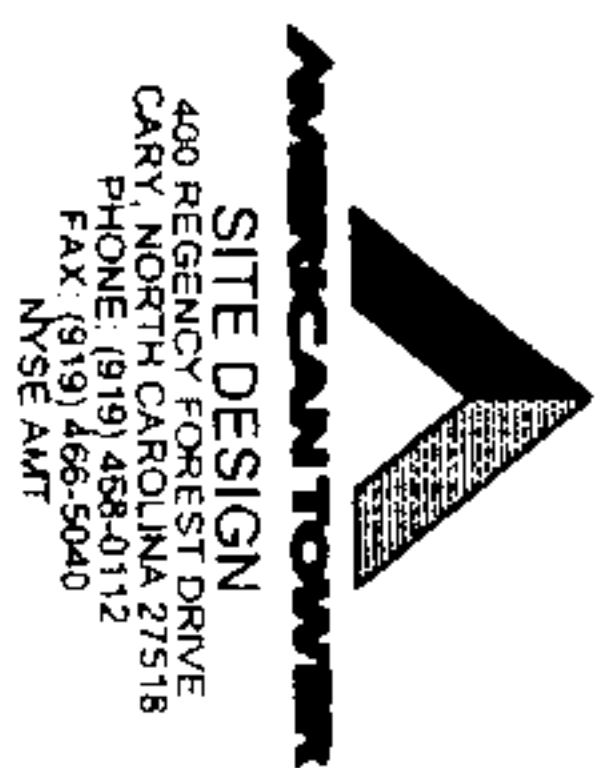
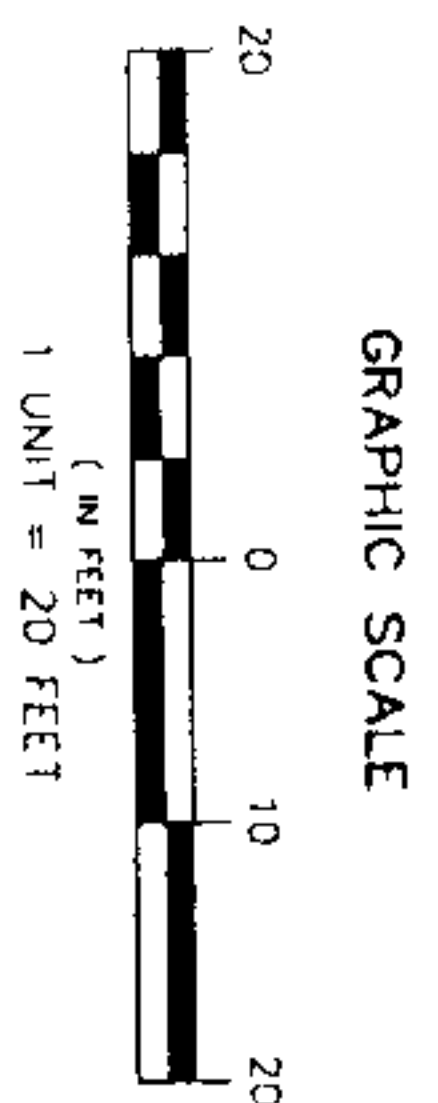
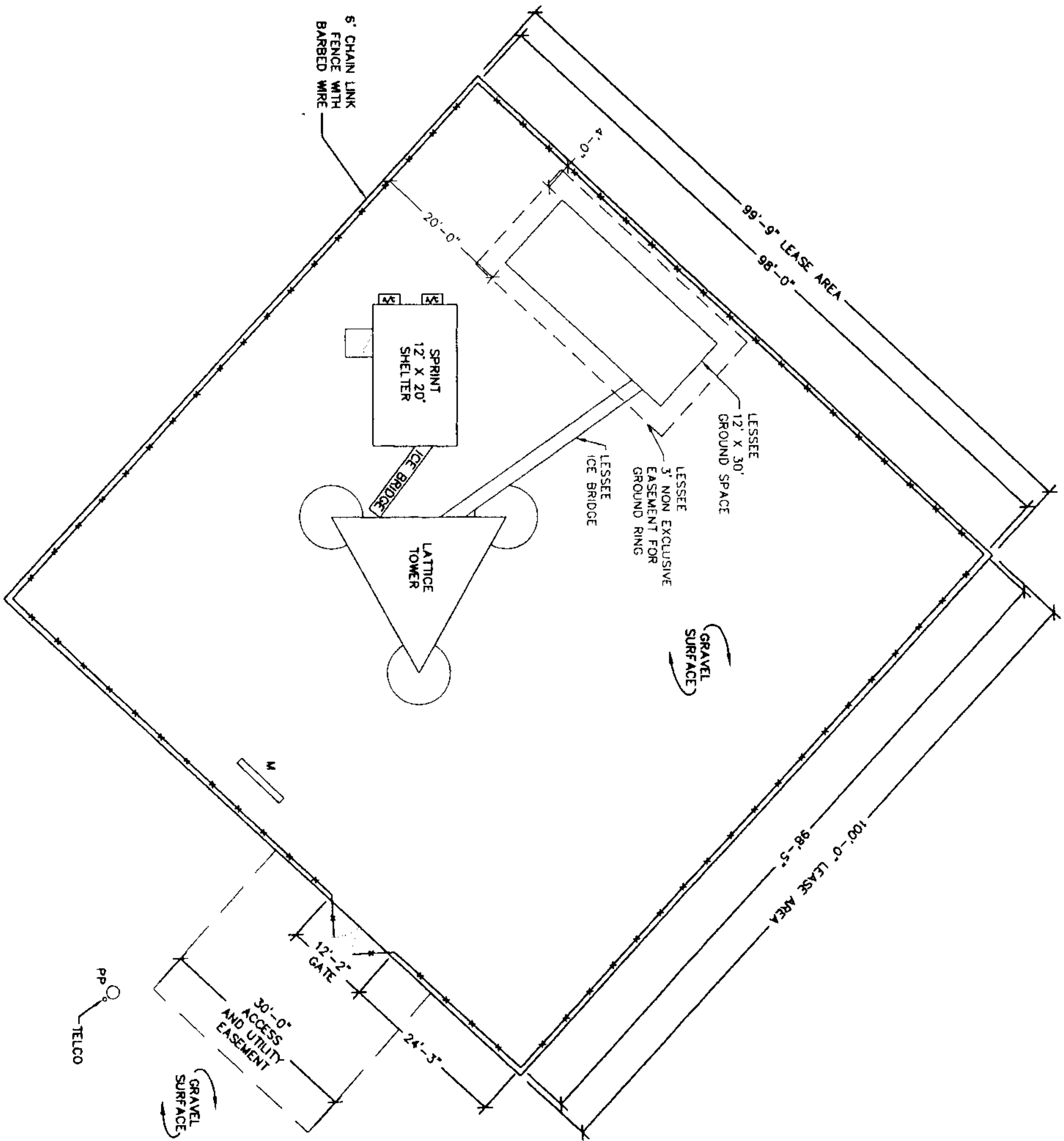

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EXHIBIT A
THE PREMISES

SEE ATTACHED PAGES



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REV. DESCRIPTION

△ UPDATED/LESSOR/USER

SITE NUMBER:
300127
SITE NAME:
HIGHWAY 43
ALABAMA

DRAWN BY:	B. GUIMOND
DATE DRAWN:	11/17/08
CUSTOMER:	LESSOR/USER
COLLOCATION NO.:	422625

LEGEND

- ⊗ GROUNDING TEST WELL
- A/C AIR CONDITIONING UNIT
- B BOLLARD
- C CABINET
- CFC FIBER OPTIC CABINET
- E ELECTRICAL SERVICE DISC.
- GEN GENERATOR
- G GENERATOR RECEPTACLE
- IB ICE BRIDGE
- M METER RACK
- PB PULL BOX
- PP POWER POLE
- T TELEPHONE HOOK-UP
- TD TELEPHONE DEMARK
- TRN TRANSFORMER
- W WATER VALVE

DIMENSIONS NOT VERIFIED
BY LICENSED SURVEYOR

SHEET TITLE:
SITE PLAN LAYOUT

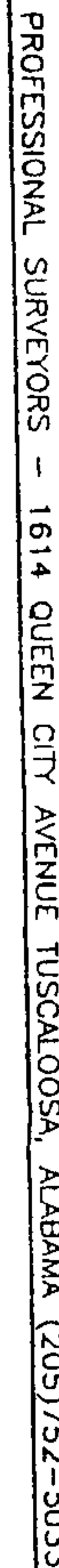
SHEET NUMBER: SP-1	REV. # 1
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A parcel of land being a portion of that certain tract of land as described in Deed Book 14, Page 875, recorded in the Office of the Judge of Probate, Shelby County, Alabama (hereafter referred to as the "Parent Tract") situated in Section 31, Township 18 South, Range 1 East, Shelby County, Alabama and being more particularly described by the following metes and bounds description, the bearing of which are based on "Grid North" State Plane Coordinate System for the West Zone of Alabama, to wit: Commence at the Northwest corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 31 and run thence North 89 degrees, 27 minutes, 59 Seconds East along the Northerly boundary thereof for a distance of 373.45 feet to the Point of Beginning of the lease parcel herein described; thence South 47 degrees, 43 minutes, 05 seconds East for a distance of 100.00 feet; thence South 42 degrees, 16 minutes, 55 seconds West for a distance of 100.00 feet; thence North 47 degrees, 43 minutes, 05 seconds West for a distance of 100.00 feet; thence North 42 degrees, 16 minutes, 55 seconds East for a distance of 100.00 feet to the Point of Beginning.

ALSO:

30 foot Access and Utility Easement:

A strip of land 30.00 feet wide, 15.00 feet on each side of centerline, to be used as an easement for ingress, egress and utilities, the side lines of which are to be extended or shortened at the Point of Beginning to coincide with a line bearing South 42 degrees, 16 minutes, 55 seconds West and are to be extended or shortened at the Point of Termination to coincide with the Northerly right-of-way line of Highway 43 (80 foot public right-of-way); said strip of land being a portion of that certain tract of land as described in Deed Book 14, page 875, recorded in the Office of the Judge of Probate, Shelby County, Alabama, situated in Section 31, Township 18 South, Range 1 East, Shelby County, Alabama; the centerline of said strip being more particularly described as follows, the bearings of which are based on "Grid North", State Plane Coordinate System for the West Zone of Alabama, to wit: Commence at the Northwest corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 31 and run thence North 89 degrees, 27 minutes, 59 seconds East along the Northerly boundary thereof for a distance of 373.45 feet; thence South 47 degrees, 43 minutes, 05 seconds East for a distance of 100.00 feet; thence South 42 degrees, 16 minutes, 55 seconds West for a distance of 32.34 feet to the Point of Beginning of the easement herein described; thence run South 47 degrees, 43 minutes, 05 seconds West for a distance of 26.60 to the intersection with Northerly right-of-way of said Highway 43.



LEGEND

○ — 100% PM ROAD
— 75% PM ROAD
△ — 50% PM ROAD
□ — 25% PM ROAD
■ — 0% PM ROAD

- 1

HIGHWAY 43

HIGHWAY 43