
20090504000164060 1/6 \$302.00
Shelby Cnty Judge of Probate, AL
05/04/2009 12:42:28 PM FILED/CERT

Prepared by:

Lacey Scott
ForeSite Towers, LLC
5809 Feldspar Way
Birmingham, AL 35244
(205) 437-3200

Shelby County, AL 05/04/2009

State of Alabama

Deed Tax : \$276.00

Return to:

Smith Law Firm, L.L.C.
700 Camp Street
New Orleans, LA 70130

Re: Cell Site Name: Calera
Fixed Asset Number: 10022169
State: Alabama
County: Shelby

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this 15th day of April, 2009, by and between Crown Castle South LLC, a Delaware limited liability company, having a mailing address of P.O. Box 203112, Houston, TX 77216 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Site Lease Acknowledgment ("**Agreement**") on May 1, 2002, as amended by that certain First Amendment to Site Lease Acknowledgment dated the 15th day of April, 2009 for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on April 1, 2002, with three (3) automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. 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.



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

WITNESSES:

Peter Davenport
Print Name: PETER DAVENPORT

Mark Carr
Print Name: MARK CARR

Krista Young
Print Name: KRISTA YOUNG

Gordon Murphree
Print Name: GORDON MURPHREE

"LANDLORD"

Crown Castle South LLC,
a Delaware limited liability company

By: Ron McIntosh
Print Name: Ron McIntosh
Its: District Manager, South Area- AL
Date: 4-15-09

"TENANT"

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

By: AT&T Mobility Corporation
Its: Manager

By: Karen Roth
Print Name: Karen Roth
Its: Manager of Real Estate and
Construction
Date: 4-7-09



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LANDLORD ACKNOWLEDGEMENT

STATE OF ALABAMA)
) ss:
COUNTY OF JEFFERSON)

On the 15th day of APRIL, 2009, before me personally appeared Ron McIntosh, and acknowledged under oath that he is the District Manager, South Area-AL of Crown Castle South LLC, the Delaware limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

Signature of Notary Public

Print Name DANNY E. ECHOLS

Bar/Notary No.: _____

My Commission Expires: _____

DANNY E. ECHOLS

MY COMMISSION EXPIRES 02/12/13

TENANT ACKNOWLEDGEMENT

STATE OF Alabama)
) ss:
COUNTY OF Shelby)

On the 7th day of April, 2009, before me personally appeared Karen Roth, and acknowledged under oath that she is the Manager of Real Estate and Construction of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, the Delaware limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

Signature of Notary Public

Print Name Brigitte D. Edmonson

Bar/Notary No.: _____

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 3, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 3

to the Memorandum of Lease dated April 15, 2009, by and between Crown Castle South LLC, a Delaware limited liability company, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are a portion of the following described and/or depicted property:

DESCRIPTION: (Site)

A parcel of land situated in the Northeast Quarter of the Southeast Quarter of Section 14, Township 22 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows: Commence at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 14, Township 22 South, Range 3 West, Shelby County, Alabama and run South 0°00' East along the East line of said Quarter Quarter Section for a distance of 178.00 to the point of beginning; thence continue South 0°00' East for a distance of 90.00 feet; thence 90°00' right and run South 90°00' West for a distance of 55.00 feet; thence 90°00' right and run North 0°00' West for a distance of 90.00 feet; thence 90°00' right and run North 90°00' East for a distance of 55.00 feet to the point of beginning. Containing 4950 square feet.

DESCRIPTION: (Access Easement)

An access easement for a roadway being 20 feet in width on, over, and across part of the West half of the Southwest Quarter of Section 13, Township 22 South, Range 3 West, Shelby County, Alabama and the centerline of said 20 foot wide easement being more particularly described as follows: Commence at the Northwest corner of the Southwest Quarter of Section 13, Township 22 South, Range 3 West, Shelby County, Alabama and run South 0°00' East along the West line of said Quarter Section for a distance of 243.00 feet; thence 90°00' left and run North 90°00' East for a distance of 10.00 feet to the point of being of the centerline of said 20 foot wide access easement; thence 90°00' right and run South 0°00' East along the centerline of the 20 foot wide access easement for a distance of 1448.66 feet to the beginning of a curve to the left, said curve to the left having a radius of 885.19 feet and a central angle of 6°27'57"; thence run in a Southeasterly direction along the arc of said curve and the centerline of said easement for a distance of 99.89 feet to the end of said curve to the left; thence at tangent to said curve run South 6°27'57" East along the centerline of said easement for a distance of 109.79 feet to the beginning of a curve to the left, said curve to the left having a radius of 820.43 feet and a central angle of 5°34'57";



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thence in a Southeasterly direction along the arc of said curve and said centerline for a distance of 79.94 feet to the end of said curve to the left; thence at tangent to said curve run South $12^{\circ}02'54''$ East along said centerline for a distance of 187.74 feet to the beginning of a curve to the left, said curve to the left having a radius of 479.76 feet and a central angle of $9^{\circ}31'55''$; thence in a Southeasterly direction along the arc of said curve and said centerline for a distance of 79.82 feet to the end of said curve to the left; thence at tangent to said curve run South $21^{\circ}34'49''$ East along said centerline for a distance of 28.08 feet to the beginning of a curve to the left, said curve to the left having a radius of 176.93 feet and a central angle of $25^{\circ}28'44''$; thence in a Southeasterly direction along the arc of said curve and said centerline for a distance of 78.68 feet to the end of said curve to the left; thence at tangent to said curve run South $47^{\circ}03'33''$ East along said centerline for a distance of 41.73 feet to the beginning of a curve to the right, said curve to the right having a radius of 113.82 feet and a central angle of $41^{\circ}44'40''$; thence in a Southeasterly to Southerly direction along the arc of said curve to the right and the centerline of said 20 foot wide easement for a distance of 82.93 feet to the end of said curve to the right said point being the point of ending of the centerline of the 20 foot wide access easement, said point being situated in the center of the asphalt pavement of Shelby County Highway No. 222, except that part of said easement within the right of way of Shelby County Highway No. 222.

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SITE PLAN

AREA UNDER
CROWN LEASE AREA 0 SQ FT
COMPOUND AREA 4640 SQ FT

100% 7/13/2008 11:11:11 AM 11/11/2008

30 25 20 15 10 5 0

SCALE 1"=10'

A-2

SHEET NUMBER

SITE PLAN

SHEET TITLE

225 HWY 222 / SPRING CREEK

CHATELAIN, AL 36040

SHELBY COUNTY

USA

SITE ADDRESS

811744

BUSINESS UNIT NUMBER

811744

SITE NAME

BR CL BR142

AUDIT CO: TWR

AUDIT DATE: 01/07/08

SITE AUDIT INFORMATION

DRAWN BY: KOKOK

CHECKED BY: SIGAH

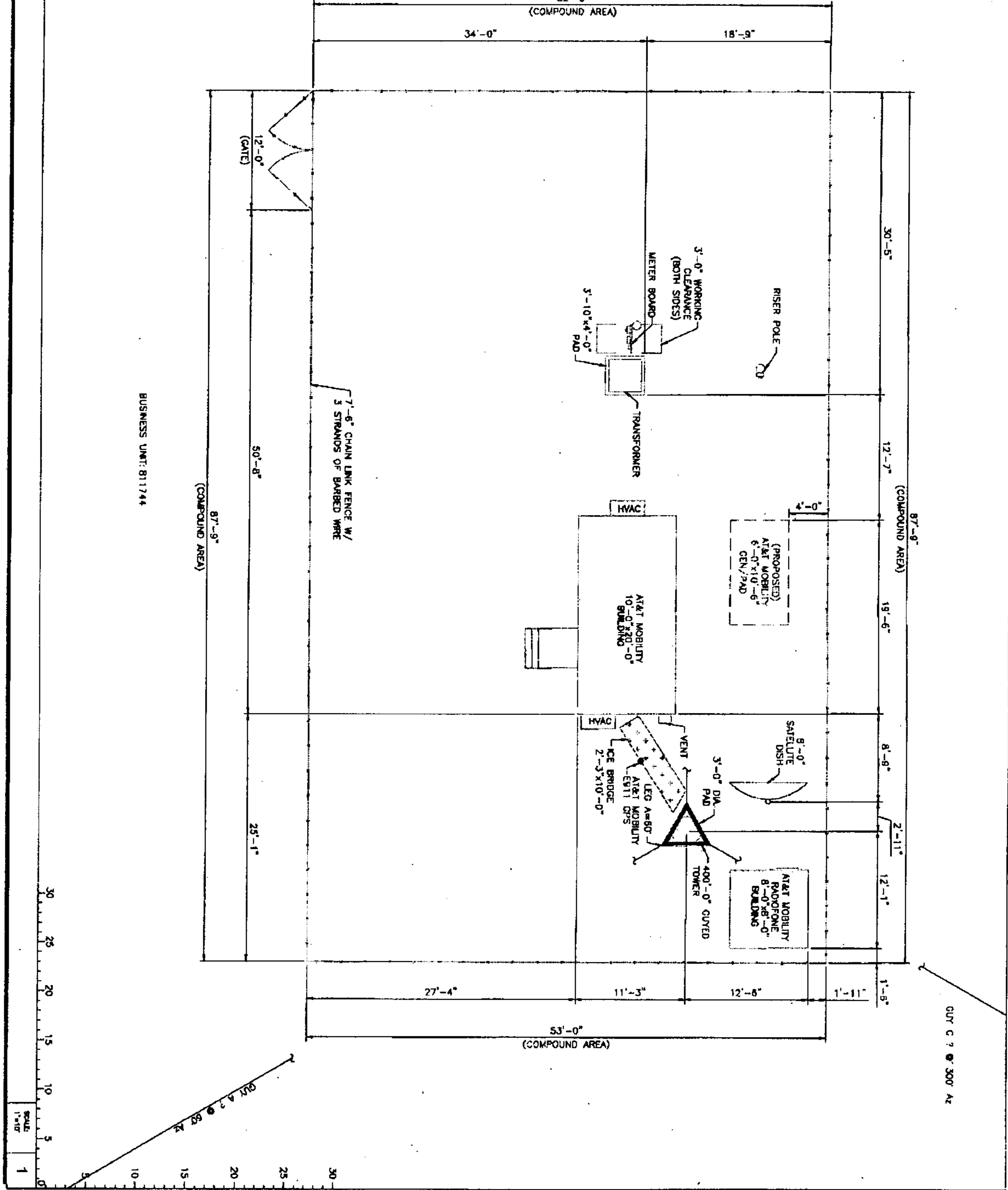
DRAWING DATE: 2/20/02

REVISIONS	
NO.	DATE
1	20/04/02
2	20/08/02
3	20/04/03
4	20/04/03
5	20/04/03
6	20/04/03
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NO.	DATE	DESCRIPTION
1	20/04/02	UPDATED TO 2002 STANDARDS FOR WORK ORDER # 14413
2	20/08/02	REVISION CHANGE PER WORK ORDER # 14413
3	20/04/03	NO-BUILT INFORMATION ADDED PER WORK ORDER # 14413
4	20/04/03	NO-BUILT INFORMATION ADDED PER WORK ORDER # 14413
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100	20/04/03	NO-BUILT INFORMATION ADDED PER WORK ORDER # 14413

A & E PROJECT #
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CROWN
CASTLE



CROWN
CASTLE