
20100119000016830 1/5 \$81.00
Shelby Cnty Judge of Probate, AL
01/19/2010 02:49:45 PM FILED/CERT

Shelby County, AL 01/19/2010

State of Alabama

Deed Tax : \$58.00

This Document Prepared By:

Jill S. Reiff, Esq.
Attorney, Land Management
American Tower
10 Presidential Way
Woburn, MA 01801

To:
After recording please return to:
Tien Thoong, Account Executive
Parasec
2804 Gateway Oaks Dr #200
Sacramento, CA 95833-3509

ATC Site #300251
ATC Site Name: Pelham AL 2

CONFIRMATORY MEMORANDUM OF LEASE

This **CONFIRMATORY MEMORANDUM OF LEASE** ("Memorandum") is entered into on the 8th day of December, 2006, by and between Wayne M. Ellison (hereinafter referred to as "Lessor") and Tower Asset Sub, LLC, a Delaware limited liability company, its successors and assigns (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor, as successor-in-interest to Wayne M. Ellison and Edna L. Ellison, and Dial Call, Inc., a Georgia corporation, d/b/a Nextel Communications, predecessor-in-interest to Lessee, executed and entered into that certain Communications Site Lease Agreement (Ground) dated February 25, 1997, (the "Lease"), for the purpose of installing, operating and maintaining a communications facility and other improvements within the leased area as defined in the Lease; and

WHEREAS, Lessor and Lessee desire to file this Memorandum to give public notice of the Lease and confirm certain provisions in the Lease.

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

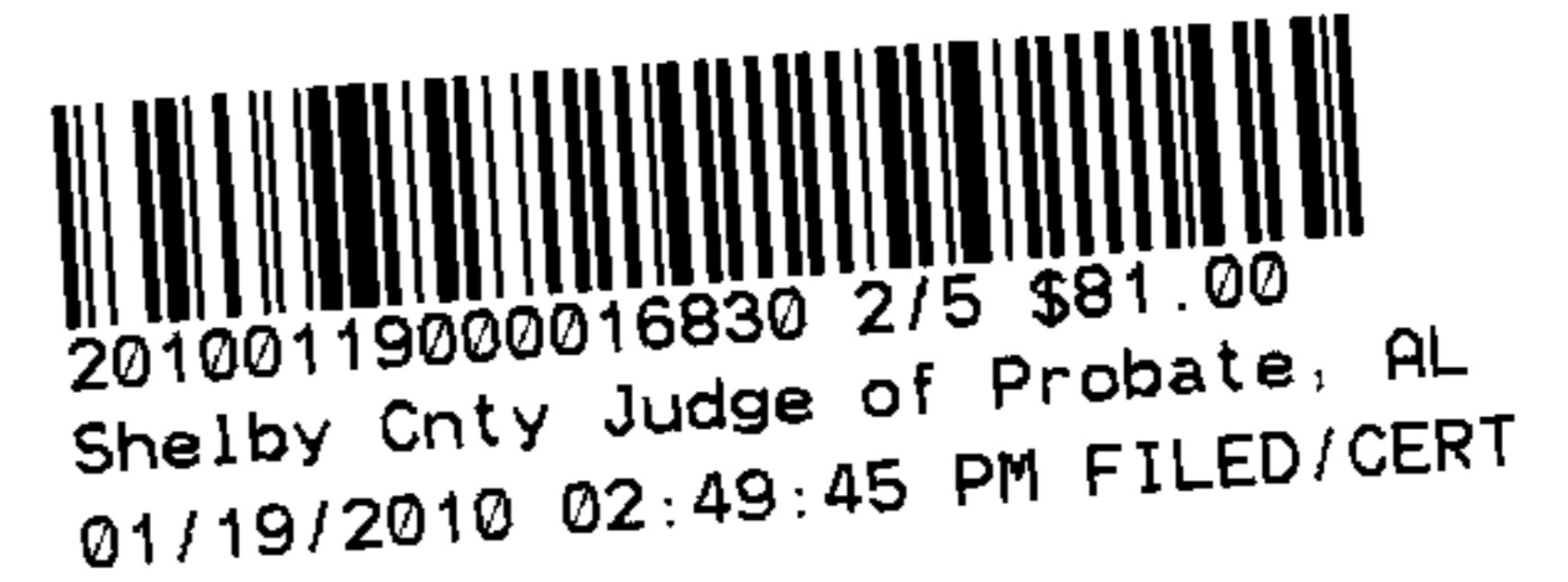
1. The terms and conditions of said Lease are incorporated into this Memorandum by reference.

2. **Lease Term:** The initial term of the Lease was five (5) years commencing on or about June 1, 1997. Lessee has the right to renew the Agreement for four (4) successive five (5) year periods.
3. **Leased Property:** Landlord leased to Tenant the real property described in Exhibit "A" attached, together with easements for ingress, egress, and utilities as provided in the Lease.
4. Notices may be sent to the appropriate parties as follows:

Lessor: Wayne M. Ellison
101 Parkview Drive
Pelham, AL 35124

Lessee: Tower Asset Sub, LLC
c/o American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management


With a copy to: American Tower
116 Huntington Ave.
Boston, MA 02116
Attn: Legal



5. This Memorandum is not a complete summary of the terms and conditions contained in the Lease. Provisions in the Memorandum should not be used in interpreting the Lease provisions. In the event of a conflict between this Memorandum and the Lease, the Lease will control.

[SIGNATURES NEXT PAGE]

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


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LESSOR:

Wayne M. Ellison
Wayne M. Ellison

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Wayne M. Ellison, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, He executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8th day of December, 2006.

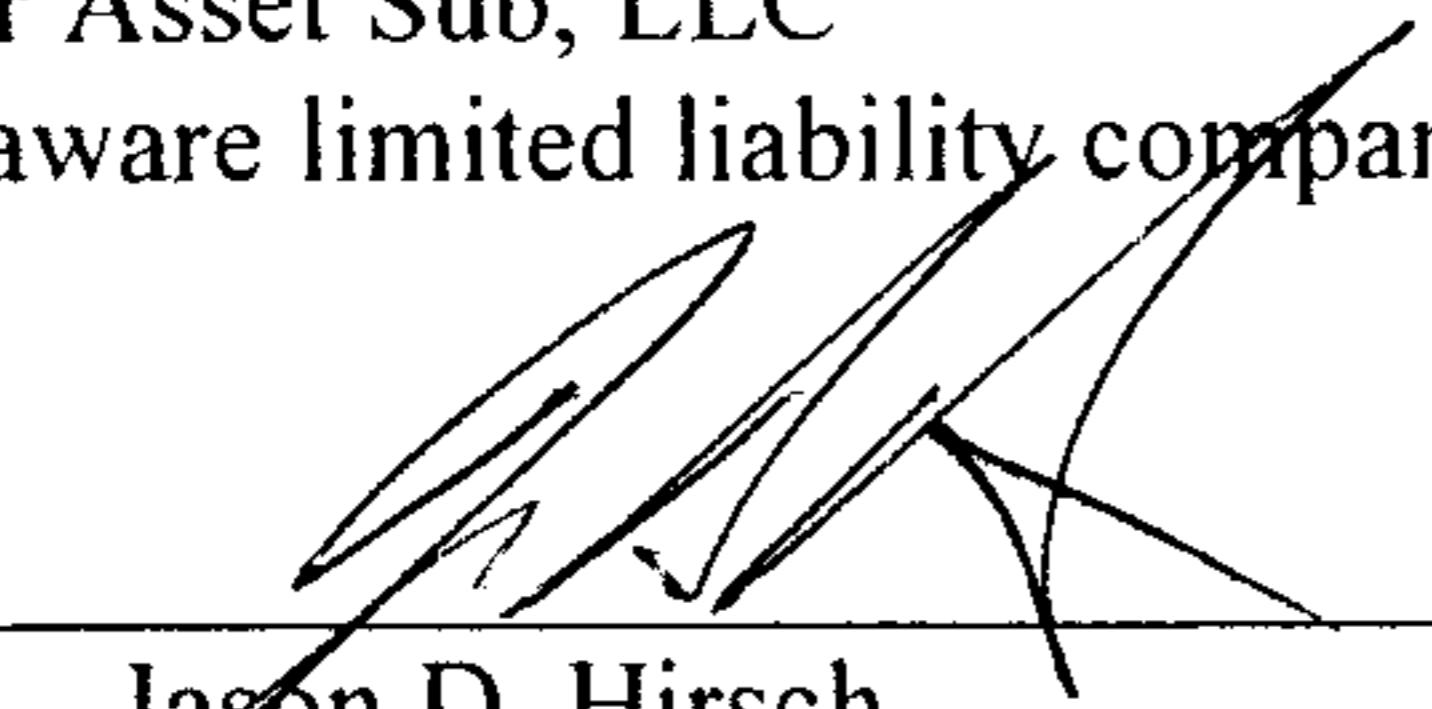
Anne P. Marshall
Notary Public
my comm expires 3/13/07



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LESSEE:

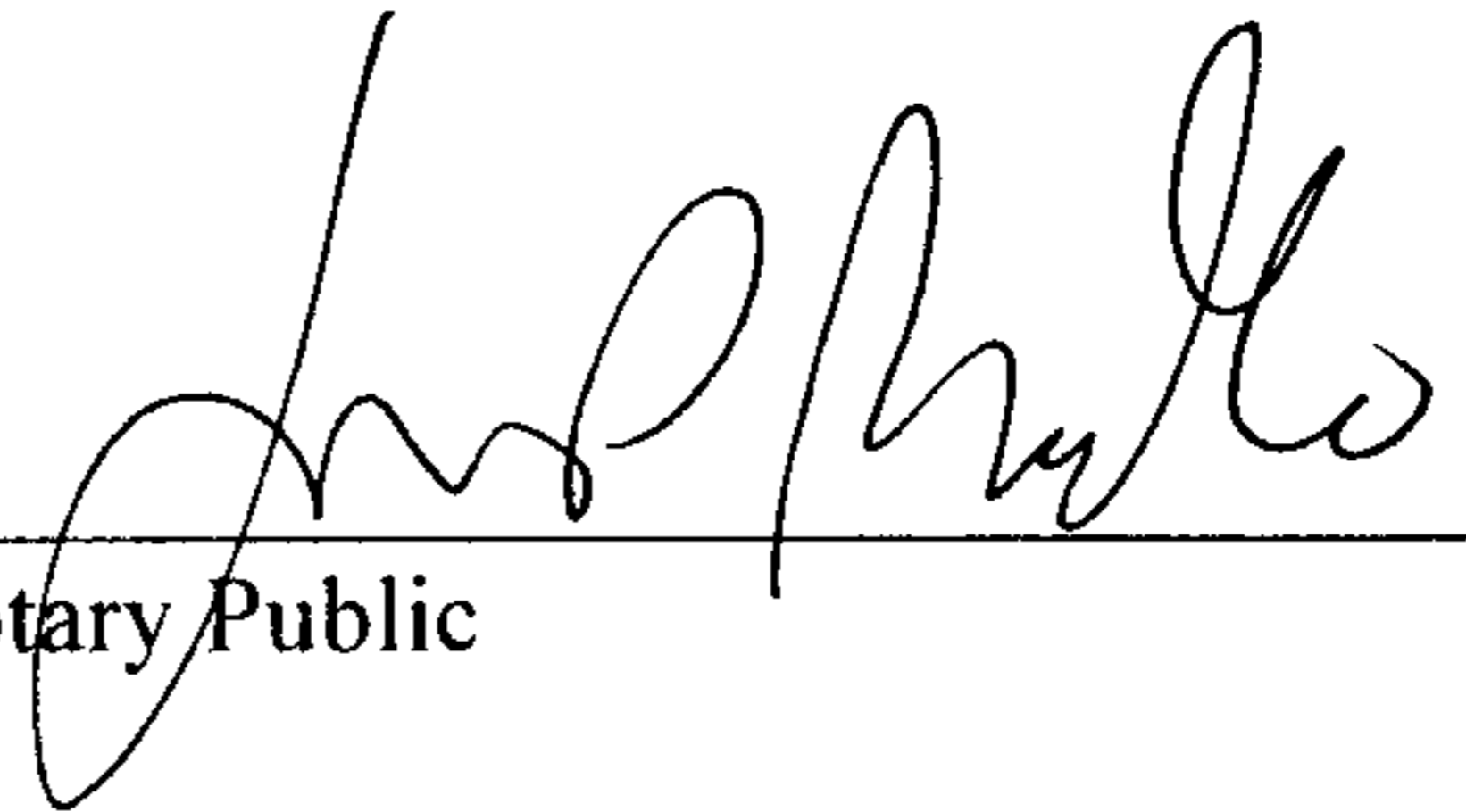
Tower Asset Sub, LLC
a Delaware limited liability company

By: 
Jason D. Hirsch
Director, Land Management
Date: 11-13-06

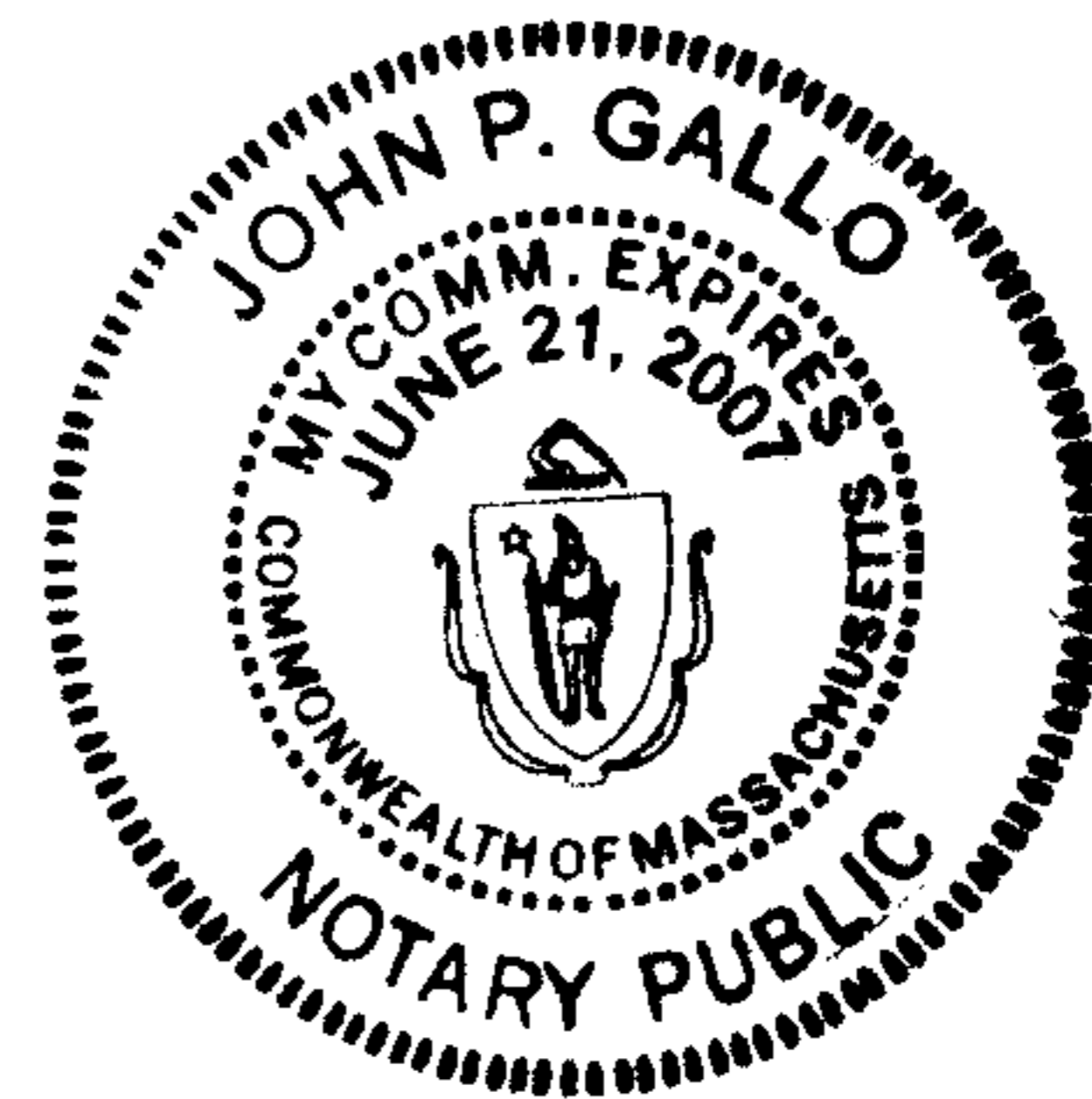
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On 11-13-06, before me, JOHN P. GALLO, Notary Public, personally appeared Jason D. Hirsch, the Director, Land Management of Tower Asset Sub, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that the same is his free act and deed.


Notary Public

My commission expires:
6-21-07





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EXHIBIT A

DESCRIPTION OF LEASED PARCEL

A parcel of land situated in the Southwest Quarter of the Northeast Quarter of Section 19, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Southwest Quarter of the Northeast Quarter of Section 19, Township 20 South, Range 2 West, thence run N89-32-48E along south line of said quarter-quarter section for a distance of 176.00 feet to a point, thence run N00-00-00W for a distance of 118.10 feet to a point, said point being the Point of Beginning; thence run N00-00-00W for a distance of 100 feet to a point; thence run N90-00-00E for a distance of 100 feet to a point; thence run S00-00-00E for a distance of 100 feet to a point; thence run S90-00-00W for a distance of 100 feet to a point, said point being the Point of Beginning.

Said parcel contains 0.23 acres, more or less.

DESCRIPTION OF INGRESS/EGRESS & UTILITY EASEMENT

An easement situated in the Southwest Quarter of the Northeast Quarter of Section 19, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Southwest Quarter of the Northeast Quarter of Section 19, Township 20 South, Range 2 West, thence run N89-32-48E along south line of said quarter-quarter section for a distance of 176.00 feet to a point, thence run N00-00-00W for a distance of 118.10 feet to a point, then run S90-00-00W for a distance of 35 feet to a point, said point being the Point of Beginning of an Ingress/Egress & Utility Easement that lies 10 feet either side of said centerline as described herein; thence run S00-00-00E for a distance of 27.36 feet to a point; thence run N78-12-56W for a distance of 21.28 feet to a point; thence run N80-19-05W for a distance of 43.45 feet to a point; thence run N84-49-41W for a distance of 47.78 feet to a point; thence run N88-46-07W for a distance of 38.41 feet to a point; thence run South 89-50-16W for a distance of 35.26 feet to a point; thence run S73-33-47W for a distance of 22.44 feet to a point; thence run S47-12-35W for a distance of 18.88 feet to a point; thence run S17-50-52W for a distance of 21.11 feet to a point; thence run S01-01-53W for a distance of 40.81 feet to a point; thence run S00-05-40W for a distance of 58.67 feet to a point; thence run S03-36-16W for a distance of 59.78 feet to a point; thence run S06-15-07W for a distance of 58.37 feet to a point; thence run S04-32-16W for a distance of 58.18 feet to a point; thence run S01-45-06W for a distance of 51.34 feet to a point; thence run S00-30-18E for a distance of 52.7 feet to a point; thence run S05-27-11E for a distance of 46.8 feet to a point; thence run S09-56-00E for a distance of 106.91 feet to a point; thence run S02-31-00E for a distance of 57.78 feet to a point; thence run S00-20-04E for a distance of 152.75 feet to a point; thence run S01-24-25W for a distance of 174.62 feet to a point; thence run S01-21-25W for a distance of 127.06 feet to a point; thence run S00-11-28E for a distance of 72.25 feet to a point; thence run S01-28-42E for a distance of 95.36 feet to a point; thence run S02-11-39E for a distance of 68.08 feet to a point; thence run S05-20-42E for a distance of 14.53 feet to a point on the western right-of-way line of County Road 52, having a prescriptive right-of-way of 80 feet, and also being the terminus of said described easement.