


This Instrument Prepared By:
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420 North 20th Street, Suite 3400
Birmingham, AL 35203


20110214000051580 1/5 \$25.00
Shelby Cnty Judge of Probate, AL
02/14/2011 12:46:45 PM FILED/CERT

AFTER RECORDING RETURN TO:

UPF WASHINGTON INC
12410 E MIRABEAU PKWY #100
SPOKANE VALLEY WA 99216
REF # 270941

STATE OF ALABAMA)

COUNTY OF SHELBY)

Cross Reference to:
Book 1998, Page 00662
Book 1998, Page 02757
Instrument #20060127000046030

MEMORANDUM OF GROUND LEASE EXTENSION AGREEMENT

This Memorandum of Ground Lease Extension Agreement (the "Memorandum") is made effective as of the last date of execution set forth below, by and between **GLOBAL SIGNAL ACQUISITIONS LLC**, a Delaware limited liability company ("Lessor"), whose address is c/o Crown Castle USA Inc., E. Blake Hawk, General Counsel, 2000 Corporate Drive, Canonsburg, PA 15317, and **STC FIVE LLC**, a Delaware limited liability company ("Tenant") whose address is c/o Crown Castle USA Inc., E. Blake Hawk, General Counsel, 2000 Corporate Drive, Canonsburg, PA 15317.

RECITALS

WHEREAS, Lessor and Tenant are the current parties under that certain PCS Site Agreement dated April 17, 1997, originally by and between J.O. Kent, as lessor, and Sprint Spectrum, L.P., as lessee (the "Lease") a memorandum of which was filed for record on January 8, 1998, in Book 1998, Page 00662 in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the parties have modified the terms of the Lease pursuant to a Ground Lease Extension Agreement by and between the parties hereto, and wish to provide record notice of the extension of the term of the Lease as amended thereby; and

WHEREAS, the Lease pertains to certain real property leased from Lessor to Tenant (the "Tower Site") together with access and utility easements granted to Tenant more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference.



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OPERATIVE PROVISIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Tenant hereby agree as follows:

1. The recitals hereinabove are true and correct and are incorporated herein by this reference.
2. The term of the Lease is extended to and will expire on December 31, 2031.
3. The parties consent to the recording of this Memorandum in the public records of the county in which the Tower Site is situated, and agree that this Memorandum shall be executed in recordable form.
4. This Memorandum may be executed in counterparts, each of which shall constitute an original but together shall constitute a single instrument.

[Remainder of page intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Ground Lease Extension Agreement effective as of the last date of execution shown below.

LESSOR:

GLOBAL SIGNAL ACQUISITIONS LLC,
a Delaware limited liability company

By: [Signature] (SEAL)
Name: David R. Moore
Its: REIT MANAGER

STATE OF Texas)

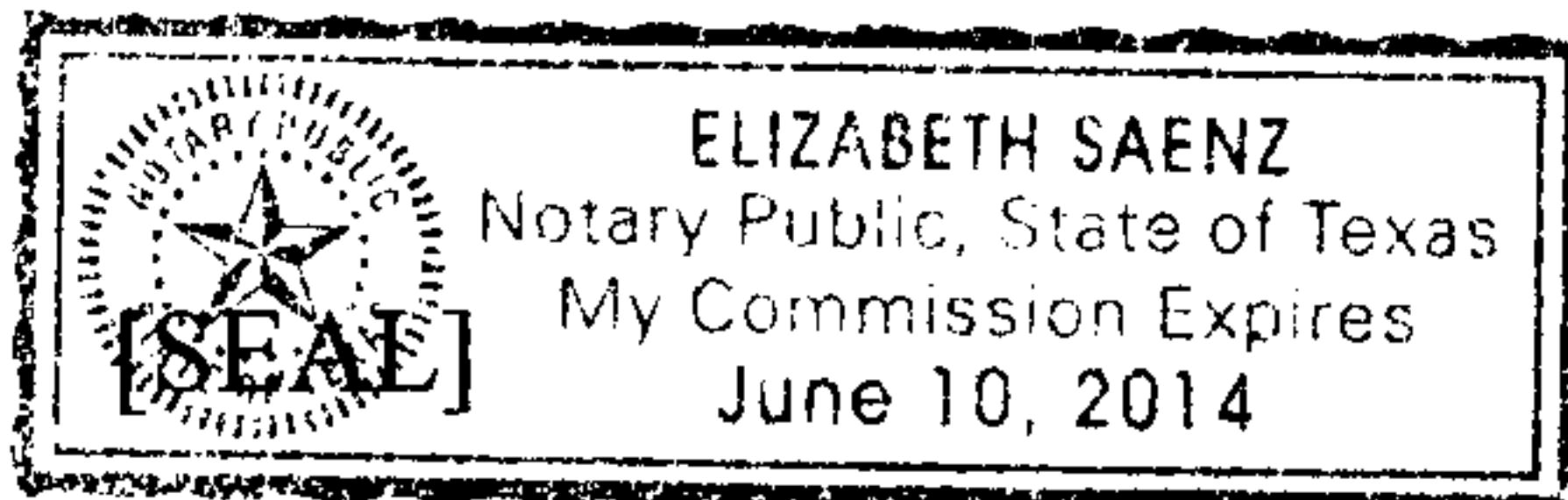
COUNTY OF Harris)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, David R. Moore, whose name as REIT MANAGER of **GLOBAL SIGNAL ACQUISITIONS LLC**, a Delaware limited liability company, has signed the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she with full authority, executed the same voluntarily for and as the act of said limited liability company the day the same bears date.

Given under my hand and official seal this 15 day of September, 2010.

[Signature]
Notary Public

My Commission Expires: 6-10-14




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TENANT:

STC FIVE LLC,
a Delaware limited liability company

By: GLOBAL SIGNAL ACQUISITIONS II LLC,
a Delaware limited liability company

Its: Attorney-in-Fact

By: 
Name: David R. Moore
Its: RET MANAGER

STATE OF TEXAS)

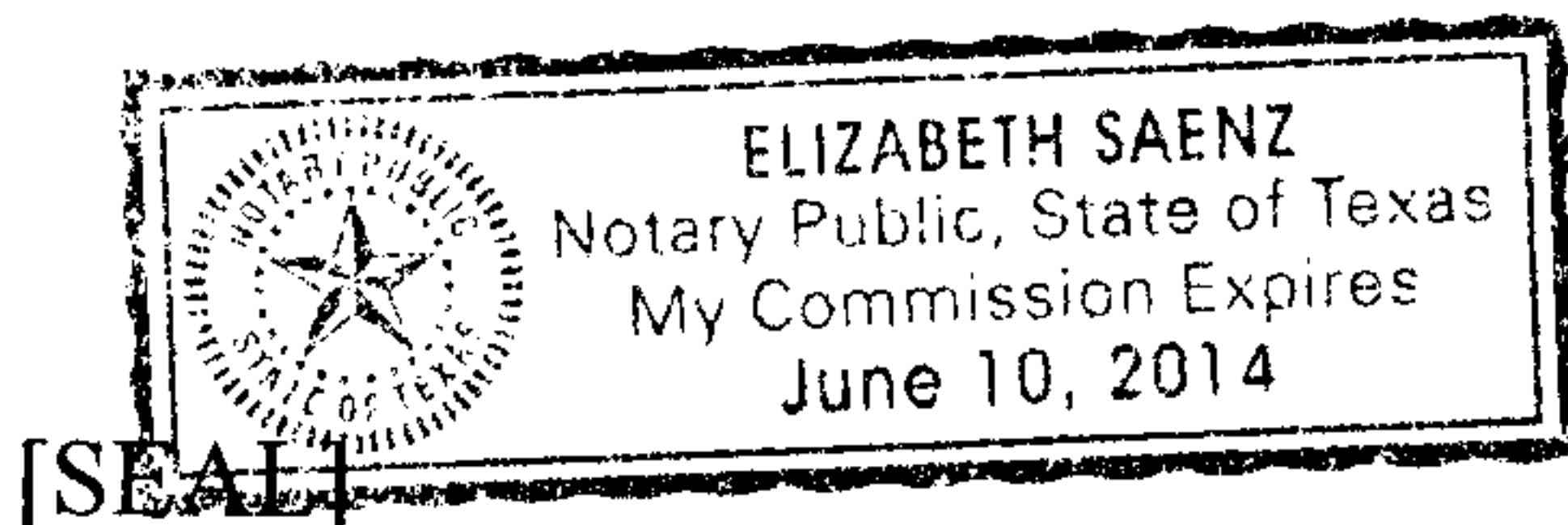
COUNTY OF HARRIS)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, David R. Moore, whose name as RET MANAGER of **GLOBAL SIGNAL ACQUISITIONS II LLC**, a Delaware limited liability company, Attorney in Fact of **STC FIVE LLC**, a Delaware limited liability company, 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 foregoing instrument, he/she as such officer with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 15 day of September, 2010.


Notary Public

My Commission Expires: 6-10-14





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Exhibit "A"

A parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 3, Township 22 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest Corner of Section 3, Township 22 South, Range 2 West, thence with the North line of said section run South 88°24'35" East for a distance of 799.11 feet to a point; thence run South 01°35'25" West for a distance of 170.00 feet to the Point of Beginning; thence run South 88°24'35" East for a distance of 100.00 feet to a point; thence run South 01°35'25" West for a distance of 100.00 feet to a point; thence run North 88°24'35" West for a distance of 100.00 feet to a point; thence run North 01°35'25" East for a distance of 100.00 feet to the Point of Beginning. Said parcel contains 0.23 acres.

together with the following easement(s) for ingress, egress and utilities:

40' Ingress/Egress and Utility Easement

An easement situated in the Northwest Quarter and the Southwest Quarter of Section 3, Township 22 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest Corner of Section 3, Township 22 South, Range 2 West, thence with the North line of said section run South 88°24'35" East for a distance of 799.11 feet to a point; thence run South 01°35'25" West for a distance of 270.00 feet to a point; thence run South 88°24'35" East for a distance of 35.84 feet to the Point of Beginning of the centerline of an Ingress/Egress and Utility Easement that lies 20 feet either side of said centerline as described herein; thence run South 16°10'59" West for a distance of 235.75 feet to a point; thence run South 05°54'13" West for a distance of 44.10 feet to a point; thence run South 13°21'52" West for a distance of 219.61 feet to a point; thence run South 16°18'10" West for a distance of 241.62 feet to a point; thence run South 08°44'47" West for a distance of 50.48 feet to a point; thence run South 11°43'40" West for a distance of 154.82 feet to a point; thence run South 07°45'55" West for a distance of 51.13 feet to a point; thence run South 11°41'40" West for a distance of 145.79 feet to a point; thence run South 19°37'21" West for a distance of 46.86 feet to a point; thence run South 17°44'41" West for a distance of 151.11 feet to a point; thence run South 27°50'17" West for a distance of 38.63 feet to a point; thence run South 38°48'13" West for a distance of 47.77 feet to a point; thence run South 34°40'02" West for a distance of 49.93 feet to a point; thence run South 21°43'27" West for a distance of 52.88 feet to a point; thence run South 15°15'18" West for a distance of 48.13 feet to a point; thence run South 02°13'11" West for a distance of 49.54 feet to a point; thence run South 15°53'14" West for a distance of 51.87 feet to a point; thence run South 22°27'05" West for a distance of 50.25 feet to a point; thence run South 35°00'35" West for a distance of 101.68 feet to a point; thence run South 36°59'09" West for a distance of 151.82 feet to a point; thence run South 16°36'52" West for a distance of 49.66 feet to a point; thence run South 04°50'12" West for a distance of 50.07 feet to a point; thence run South 18°26'06" West for a distance of 97.06 feet to a point; thence run South 30°44'08" West for a distance of 49.56 feet to a point; thence run South 38°26'37" West for a distance of 105.51 feet to a point; thence run South 51°44'10" West for a distance of 52.05 feet to a point; thence run North 89°44'54" West for a distance of 16.62 feet to a point on the eastern right-of-way line of Burton Drive, as recorded in Deed Book 286, Page 338. said point being the terminus of easement.