

DRAFTED BY AND RETURN TO:

Attorney Rachel Chipman, Land Management
American Tower Corporation
10 Presidential Way
Woburn, MA 01801
ATC Site No. 300115

Site Name: Vincent AL 6

TAX PARCEL ID NUMBER(S): 07-5-15-4-000-009.008

Return to:
Julia Cash 110
Ushantia
80 Bartlett Dr
Sharpsburg, Ga 30277

MEMORANDUM OF LEASE

This **MEMORANDUM OF LEASE** is made effective as of the latter signature date hereof by and between **Town of Vincent ("Lessor")** and **SpectraSite Communications, LLC, a Delaware limited liability company ("Lessee")**.

Recitals

A. Lessor and Nextel South Corporation, a Georgia corporation, d/b/a Nextel Communications, predecessor in interest to Lessee entered into that certain Communications Site Lease Agreement dated May 12, 1999 (the "**Agreement**"), a memorandum of which was recorded on August 23, 1999 in Instrument #1999-35377 in the registry of Shelby County, Alabama, whereby the Lessee leases ground space on a portion of the real property owned by Lessor ("**Land**") as more particularly set forth in Exhibit A attached hereto, together with certain easements for access and public utilities (the "**Premises**"). Said Exhibit A may be replaced with a current **as-built** survey depicting the actual legal description of the Premises; and

B. Lessor and Lessee amended the terms of the Agreement pursuant to Lease Amendment dated August 12th, 2011.

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

1. The terms and conditions of said Agreement and Lease Amendment are incorporated into this Memorandum by reference.
2. **Premises.** Lessor has leased to Lessee certain real property as depicted in Exhibit A attached hereto.
3. **Term.** The term is Forty Nine (49) years commencing on the latter of the date of Lessor's or Lessee's notarized signature.
4. **Government Approvals.** Lessor shall fully cooperate with Lessee's and Lessee's customers and potential customer's efforts to obtain and maintain in effect all government approvals necessary for such party's use of the Premises. Lessor agrees not to oppose any requests for such approvals and agrees to execute in a timely manner any documentation related to such approvals. Lessor grants to Lessee a Limited Power of Attorney ("**POA**") for the sole purpose of executing any building permits, land use and zoning applications on behalf of Lessor that are required by the local jurisdiction for Lessee and Lessee's customers to operate and conduct telecommunications or wireless business at the Premises. The POA shall be strictly construed for the purpose of signing building permits, land use

and zoning applications on behalf of Lessor and this POA may only be assigned by Lessee to Lessee's parent company, subsidiaries or successors and assigns by merger or acquisition only. This POA shall not be used by Lessee to change the zoning classification of the Land or the Premises or require Lessor to modify any of Lessor's property that surrounds the Premises and it shall automatically terminate as of the expiration of the Term. All costs associated with obtaining and maintaining all government approvals by Lessee or Lessee's customers shall be the sole responsibility of Lessee.

5. **Right of First Refusal.** If Lessor receives a bona fide offer from a third party to lease or purchase in fee simple the Land or the Premises in whole or in part, or to take an assignment of any portion of Lessor's interest in the Agreement, or if Lessor intends to communicate to a third party an offer to lease or sell in fee simple the Land or the Premises, Lessor shall communicate the terms of such offer to Lessee and offer to lease or sell the Land or Premises, as applicable to Lessee upon the same terms and conditions, including any financing terms. Lessee shall have 30 days from receipt of said notice from Lessor to accept said offer in writing. If Lessee elects not to exercise this right of first refusal within the 30 day time period, Lessor may convey the Land, Premises or all or a portion of Lessor's interest in the Agreement, as applicable, provided, however, that if the terms of conveyance change from that originally provided to Lessee or if such conveyance has not been consummated within 90 days of the date of Lessor's written notice to Lessee, any such conveyance shall again be subject to Lessee's right of first refusal set forth above in this paragraph. Lessee's election not to exercise Lessee'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 Land, Premises or all or a portion of Lessor's interest in the Agreement.
6. **Option to Purchase.** Lessee has the option to purchase the Premises, as same may be expanded pursuant to the terms of the Agreement, including applicable easements for utilities and/or access, guy wire and guy anchor easements (if applicable), upon the expiration of the term for the sum of \$1.00. If Lessee elects to exercise said option, Lessee shall notify Lessor in writing 18 months prior to expiration of Term. Upon Lessee's exercise of said option, Lessor agrees to cooperate with Lessee as necessary to obtain appropriate zoning, permitting, subdivision, and government approvals and to convey the Premises to Lessee by general warranty deed and easements in a form reasonably acceptable to Lessee. Lessee agrees that the foregoing cooperation shall include, but is not limited to, Lessor's recording covenants on the Land which would restrict the use and development of the Land to ensure that the Premises satisfies any jurisdictional fall zone or other land use requirements or stipulations.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

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

LESSOR:
Town of Vincent

[Signature] - Mayor
Date: 7/26/11

WITNESSES:

[Signature]
Print Name: GERALDINE C. WALDROP

[Signature]
Print Name: Edna A Greene

Acknowledgment

LESSOR
STATE OF Alabama)
COUNTY OF Shelby) ss:

On 7/26/2011 before me, Toy Norton, personally
(here insert name and title of the Notary Public)
appeared Ray McCellister, 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: [Signature]
Notary Public

My Commission Expires: 9-20-2014

{Seal}

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 20, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[Signature]

LESSEE:

**SpectraSite Communications, LLC,
a Delaware limited liability company**

WITNESSES:

By: SpectraSite, LLC, its sole Member and Manager

By: American Tower Corporation, its sole Member and Manager

Date: _____

Print Name: Nicole Montgomery

Print Name: Richard P. Palermo

Acknowledgement

LESSEE

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

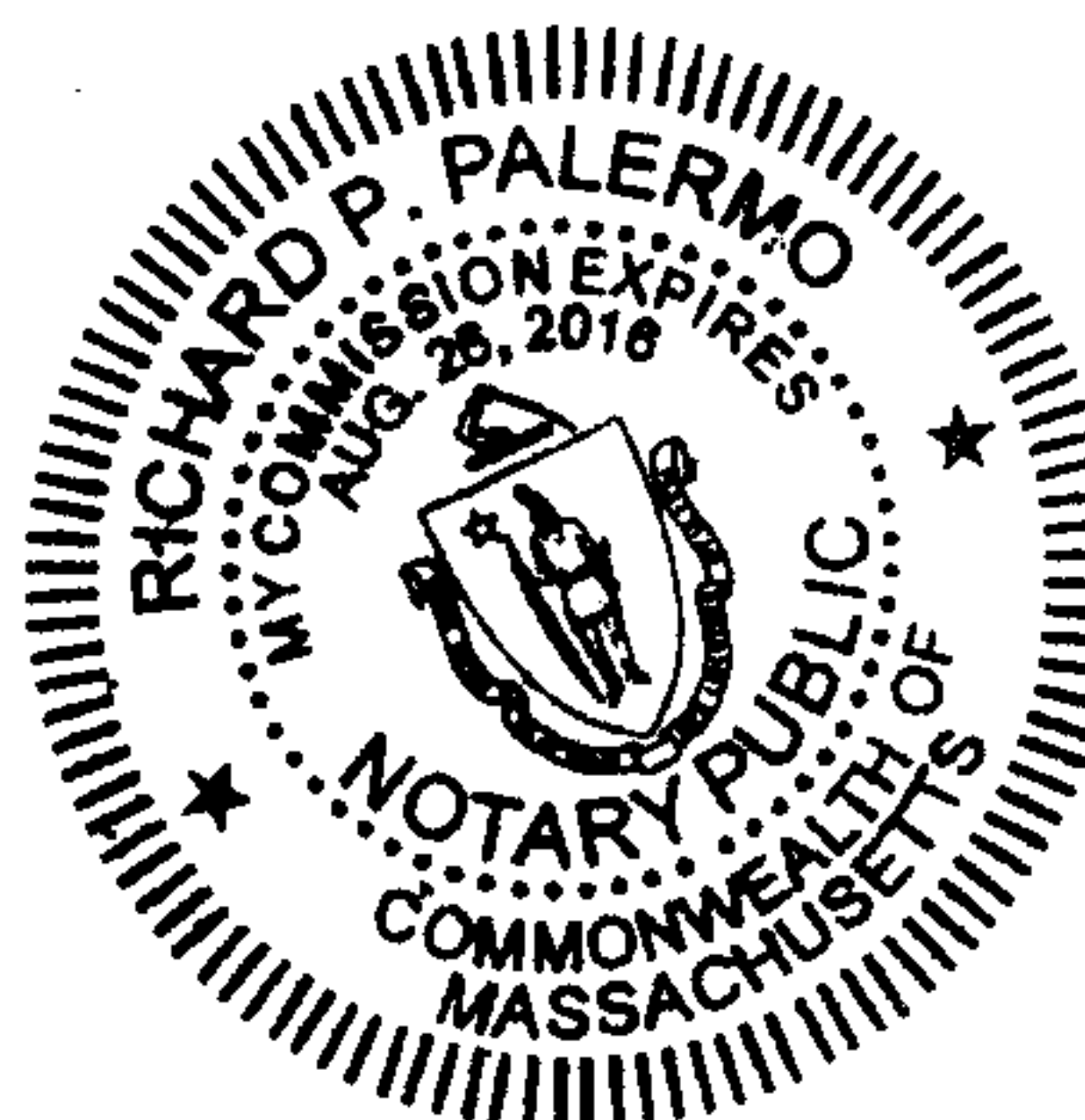
On this the 12 day of August 2011, before me, Richard P. Palermo, the undersigned Notary Public, personally appeared Jason D. Hirsch, proved to me through satisfactory evidence of identity, in which he is personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Vice President, Corporate Dev. USA of SpectraSite Communications, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

{Seal}





20111104000333050 5/6 \$27.00
Shelby Cnty Judge of Probate, AL
11/04/2011 02:47:39 PM FILED/CERT

EXHIBIT A

This Exhibit A May be Replaced with descriptions and/or depictions from an As-Built Survey at Lessee's Option depicting and/or describing the Premises, Access and Utilities Easements

Premises

A Parcel of land lying within the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 15, Township 19 South, Range 2 East, Shelby County, Alabama, said parcel being more particularly described as follows: Commence at the Southwest corner of Northeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of said section 15, run thence along the East right of way line of U.S. Highway #231 for a distance of 300.94 feet to a point; thence leaving said East right of way line S84°16'04"E a distance of 169.55 feet to a point; thence run N28°07'08"E, a distance of 133.72 feet to the Point of Beginning of the parcel herein described; thence continued N 28°07'08" E for a distance of 100.00 feet to a point; thence run S 51°52'52"E, a distance of 100.00 feet to a point; thence run S 28°07'08"W, a distance of 100.00 feet to a point; thence run N 61°52'52"W, a distance of 100.00 feet to the Point of beginning, Containing 10,000 square feet, more or less.

EXHIBIT A (continued)

Access & Utilities Easement


20111104000333050 6/6 \$27.00
Shelby Cnty Judge of Probate, AL
11/04/2011 02:47:39 PM FILED/CERT

20' WIDE INGRESS & EGRESS EASEMENT

A 20.0' wide Ingress and Egress Easement being 10.0 feet on each side of the following described centerline, lying within the Northeast 1/4 of the Southeast 1/4 of Section 15, Township 19 South, Range 2 East, Shelby County, Alabama, said parcel being more particularly described as follows: Commence at the Southwest corner of Northeast 1/4 of Southeast 1/4 of said Section 15, run thence along the East right of way line of U. S. Highway # 231 for a distance of 300.94 feet to a point; thence leaving said East right of way line S 84°16'04"E a distance of 169.55 feet to a point; run thence run N 28°07'08"E, a distance of 187.23 feet to the Point of Beginning of the centerline herein described; thence run N 60°50'53"W for a distance of 70.76 feet to a point of curvature of a curve concave to the left, having a central angle of 030°43'15", a radius of 25.00 feet and a arc length of 13.40 feet; thence run along the arc of the last described curve in a southwesterly direction a distance of 13.40 feet to the point of tangent; thence run S 88°25'52"W, tangent to the last described curve, a distance of 30.99 feet to the point of curvature of a curve concave to the left, having a central angle of 051°19'54", a radius of 25.00 feet and a arc distance of 22.40 feet; thence run along the arc of the last described curve in a southwesterly direction a distance of 22.40 feet to the point of tangent; thence run S 37°05'58" W tangent to the last described curve a distance of 23.83 feet to the point of curvature of a curve concave to the right, having a central angle of 085°37'39", a radius of 25.00 feet and a arc distance of 37.36 feet; thence run along the arc of the last described curve in a northwesterly direction a distance of 37.36 feet to the point of tangent; thence run N 57°16'23"W, tangent to the last described curve, a distance of 22.69 feet to the Point of Termination of herein described centerline (sidee line to be lengthened or shortened to end at the intersection of the Lease Parcel on the east and U.S. Highway #231 on the West)..

10' UTILITY EASEMENT

A strip of land 10 feet wide Utility Easement, 5 feet on each side of centerline lying within the Northeast 1/4 of the Southeast 1/4 of Section 15, Township 19 South, Range 2 East, Shelby County, Alabama, said parcel being more particularly described as follows: Commence at the Southwest corner of Northeast 1/4 of Southeast 1/4 of said Section 15, run thence along the East right of way line of U. S. Highway # 231 for a distance of 300.94 feet to a point; thence leaving said East right of way line S 84°16'04"E a distance of 169.55 feet to a point; run thence run N 28°07'08"E, a distance of 205.25 feet to the Point of Beginning of the centerline herein described; thence. N 72°08'20"W for a distance of 122.18 feet to the Point of Termination of the herein described centerline.