

Prepared By:

J. Scott Sims, Esquire
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, AL 35205

After recording send to:

Southern Tower Antenna Rental II, L.L.C.
119 Veterinarian Rd
Lafayette, LA 70507


20130117000024830 1/4 \$166.00
Shelby Cnty Judge of Probate, AL
01/17/2013 02:07:22 PM FILED/CERT

STATE OF ALABAMA

SHELBY COUNTY

Shelby County, AL 01/17/2013
State of Alabama
Deed Tax:\$145.00

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this 1th day of July, 2012, by and between **CHARLES O. TIDMORE and wife, JOYCE W. TIDMORE**, having a mailing address of 205 Alston Farm Road, Columbiana, AL 35051 (hereinafter referred to as "**Landlord**") and Southern Tower Antenna Rental II, L.L.C., a Louisiana limited liability company, having a mailing address of 119 Veterinarian Rd Lafayette, LA 70507 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the 1th day of July, 2012, 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 December 1, 2012, with five (5) successive 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.

-The remainder of this page is intentionally left blank-

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

By: Charles O. Tidmore
Charles O. Tidmore

Date: 7-2-12

By: Joyce W. Tidmore
Joyce W. Tidmore

Date: 7-2-12

LANDLORD ACKNOWLEDGMENT

STATE OF ALABAMA)
) ss:
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles O. Tidmore, whose name as Landlord, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he/she executed the same voluntarily on the day the same bears date.

GIVEN under my hand this the 2 day of July, 2012.
Sheila R. Finley
Notary Public: Sheila R. Finley
My Commission Expires: 9/11/12

STATE OF ALABAMA)
) ss:
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Joyce W. Tidmore, whose name as Landlord, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he/she executed the same voluntarily on the day the same bears date.

GIVEN under my hand this the 2 day of July, 2012.
Sheila R. Finley
Notary Public: Sheila R. Finley
My Commission Expires: 9/11/12

20130117000024830 3/4 \$166.00
Shelby Cnty Judge of Probate, AL
01/17/2013 02:07:22 PM FILED/CERT

[Signature]

Print Name: Erin C. Cobb

[Signature]

Print Name: Bryan LaFleur

"TENANT"

SOUTHERN TOWER ANTENNA RENTAL II, L.L.C.

By: *[Signature]*

Print Name: G J SWEENEY JR

Its: MGR

Date: 7-11-12

TENANT ACKNOWLEDGMENT

STATE OF LOUISIANA)
) ss:
PARISH OF LAFAYETTE)

On the 11th day of July, 2012, before me personally appeared G J SWEENEY JR, and acknowledged under oath that he is the MGR of SOUTHERN TOWER ANTENNA RENTAL II L.L.C., the tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the company.

[Signature]
Notary Public: _____
My Commission Expires: _____



OFFICIAL SEAL
GINA B. SWEENEY
NOTARY ID # 92122
STATE OF LOUISIANA
PARISH OF ST. LANDRY
My Commission is for Life

EXHIBIT 1

PROPOSED 100' X 100' LEASE AREA

A CERTAIN PIECE OR PARCEL OF LAND LOCATED IN SECTION 12, TOWNSHIP 22 SOUTH, RANGE 1 WEST, COUNTY OF SHELBY, STATE OF ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT SOUTHEAST CORNER OF THE PARENT TRACT, MARKED BY A 4" PIPE FOUND; THENCE N06°13'57"E A DISTANCE OF 849.98 FEET TO A MAG NAIL SET AT THE WESTERN EDGE OF PAVEMENT OF COUNTY ROAD 47; THENCE ALONG THE CENTERLINE OF A GRAVEL ROAD S70°53'13"W A DISTANCE OF 215.36 FEET TO A POINT; THENCE S64°42'29"W A DISTANCE OF 170.78 FEET TO A 60D NAIL SET; THENCE S58°58'18"W A DISTANCE OF 169.80 FEET TO A 60D NAIL SET AT THE END OF THE GRAVEL ROAD; THENCE S47°42'17"W A DISTANCE OF 170.75 FEET TO A 60D NAIL SET; THENCE S05°49'26"E A DISTANCE OF 51.64 FEET TO A 60D NAIL SET; THENCE S45°22'44"E A DISTANCE OF 88.09 FEET TO A 60D NAIL SET; THENCE S61°31'50"E A DISTANCE OF 251.14 FEET TO A 60D NAIL SET; THENCE S12°27'27"E A DISTANCE OF 171.68 FEET TO A 60D NAIL SET ON THE NORTH LINE OF THE PROPOSED LEASE AREA; THENCE N89°01'38"E A DISTANCE OF 79.00 FEET TO A 1/2" IRON ROD SET AND THE POINT OF BEGINNING; THENCE S00°58'22"E A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD SET; THENCE S89°01'38"W A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD SET; THENCE N00°58'22"W A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD SET; THENCE N89°01'38"E A DISTANCE OF 100.00 FEET BACK TO THE POINT OF BEGINNING; CONTAINING 0.230 ACRE (10,000 SQUARE FEET), AND IS SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

PROPOSED 40' WIDE ACCESS & UTILITY SERVITUDE

A CERTAIN PIECE OR PARCEL OF LAND LOCATED IN SECTION 1,6 & 12, TOWNSHIP 22 SOUTH, RANGE 1 WEST, COUNTY OF SHELBY, STATE OF ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT SOUTHEAST CORNER OF THE PARENT TRACT, MARKED BY A 4" PIPE FOUND; THENCE N06°13'57"E A DISTANCE OF 849.98 FEET TO A MAG NAIL SET AT THE WESTERN EDGE OF PAVEMENT OF COUNTY ROAD 47 FOR THE POINT OF BEGINNING FOR THE CENTERLINE OF THE PROPOSED 40 FOOT WIDE ACCESS AND UTILITY SERVITUDE; THENCE ALONG THE CENTERLINE OF A GRAVEL ROAD S70°53'13"W A DISTANCE OF 215.36 FEET TO A POINT; THENCE S64°42'29"W A DISTANCE OF 170.78 FEET TO A 60D NAIL SET; THENCE S58°58'18"W A DISTANCE OF 169.80 FEET TO A 60D NAIL SET AT THE END OF THE GRAVEL ROAD; THENCE S47°42'17"W A DISTANCE OF 170.75 FEET TO A 60D NAIL SET; THENCE S05°49'26"E A DISTANCE OF 51.64 FEET TO A 60D NAIL SET; THENCE S45°22'44"E A DISTANCE OF 88.09 FEET TO A 60D NAIL SET; THENCE S61°31'50"E A DISTANCE OF 251.14 FEET TO A 60D NAIL SET; THENCE S12°27'27"E A DISTANCE OF 171.68 FEET TO A 60D NAIL SET ON THE NORTH LINE OF THE PROPOSED LEASE AREA AND THE POINT OF TERMINATION FOR THE CENTERLINE OF THE PROPOSED 40 FOOT WIDE ACCESS AND UTILITY SERVITUDE, SAID SERVITUDE IS SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.