


Prepared by:

Matt Swann
ForeSite Services, LLC
3975 Asbury Road
Birmingham, AL 35243
(205) 490-2228


20131202000465660 1/6 \$243.50
Shelby Cnty Judge of Probate, AL
12/02/2013 12:06:35 PM FILED/CERT

Return to:

Rosenberg & Clark, LLC
Attn: Staci Rosenberg
400 Poydras Street, Suite 1680
New Orleans, LA 70130
(504) 620-5400

Re: Cell Site # _____; Cell Site Name: Columbiana Relo
Fixed Asset #12559947
State: ALABAMA
County: SHELBY

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this 1st day of Nov, 2013, by and between Columbiana Properties, LTD, a Alabama Limited Partnership, having a mailing address of P. O. Box 694, Columbiana, Alabama 35051 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Dr., Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the 1st day of November, 2013, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are 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.

Shelby County, AL 12/02/2013
State of Alabama
Deed Tax: \$214.50

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

"LANDLORD"

Columbiana Properties, LTD,
an Alabama limited partnership

By: William T. Rasco
Print Name: William T. Rasco
Its: General Partner
Date: 11/11/13

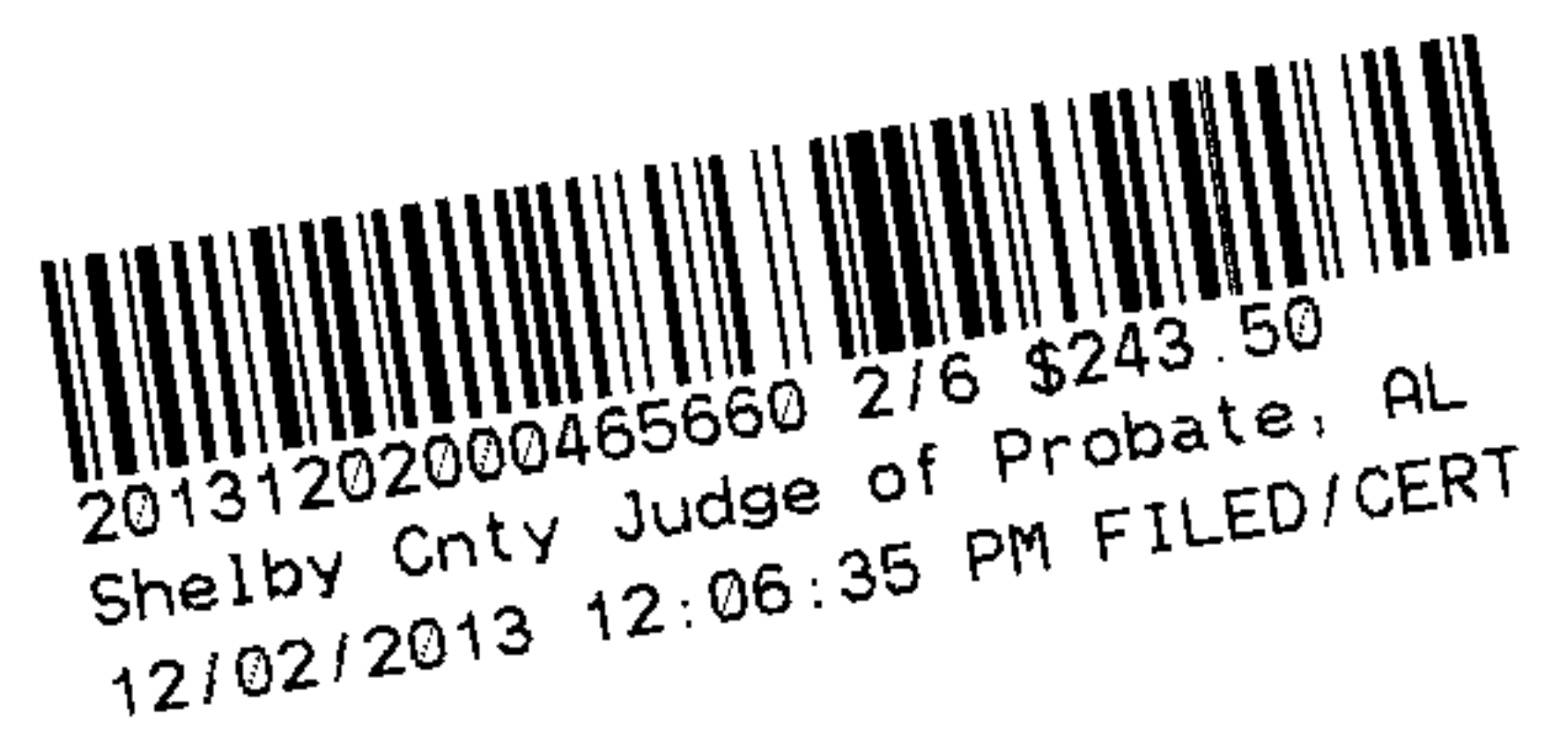
"TENANT"

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

By: AT&T Mobility Corporation
Its: Manager

By: Alina Dumitrescu
Print Name: Alina Dumitrescu
Its: Area Manager Const. & Engrg.
Date: 10/30/13

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]



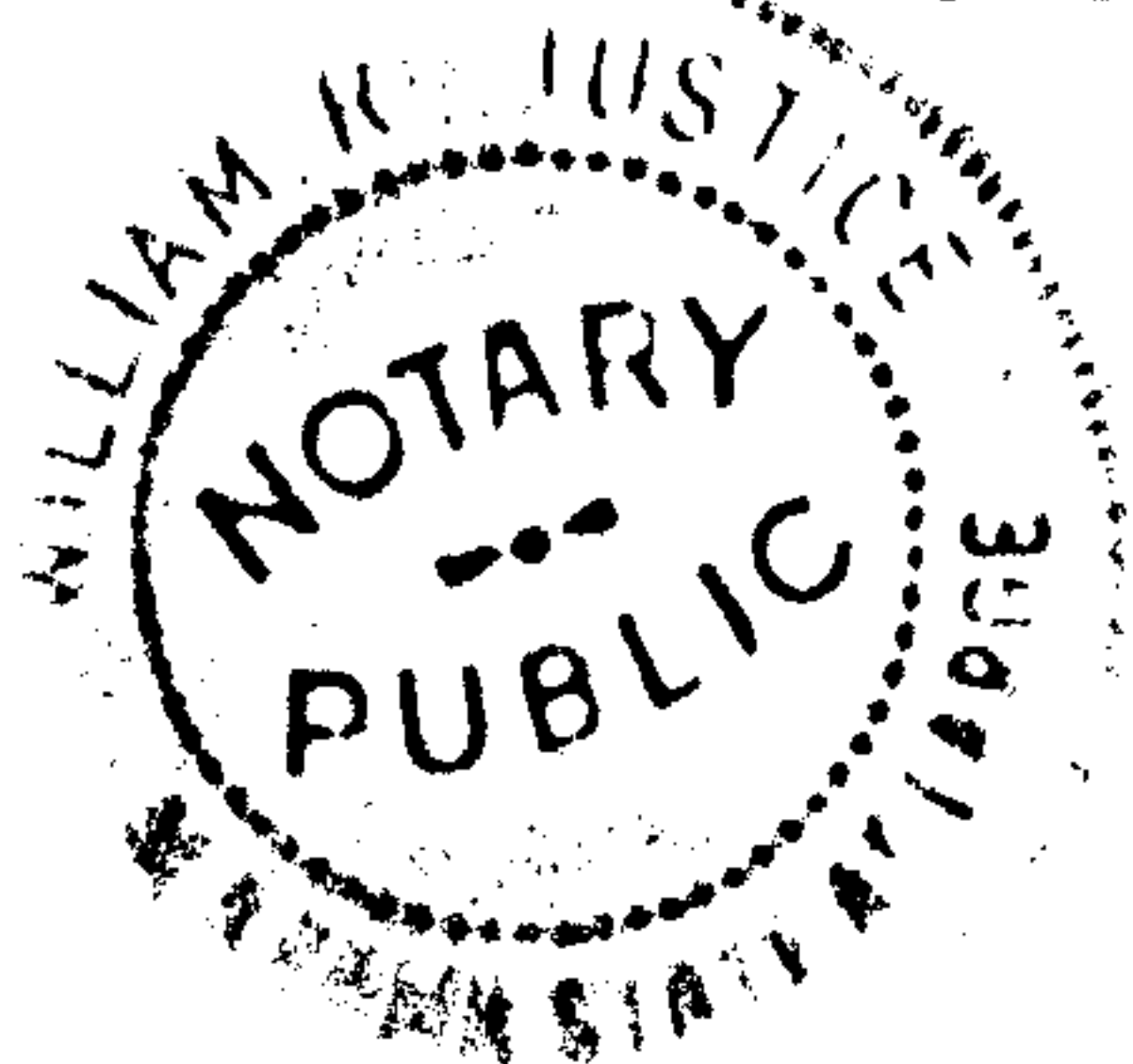
LANDLORDACKNOWLEDGMENT

STATE OF ALABAMA)

) ss:

COUNTY OF SHELBY)

On the 15th day of November, 2013 before me, personally appeared William T. Raico, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of Landlord for the purposes therein contained.



William R. Justice
Notary Public: William R. Justice
My Commission Expires: 9/12/15

TENANTACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF SHELBY

On the 30th day of October, 2013, before me personally appeared Alina Dumitrescu, and acknowledged under oath that he/she is the Area Manager Const. & Engrg. of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

[Signature]
Notary Public: Brigita D. Edmondson
My Commission Expires: Sept 27, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

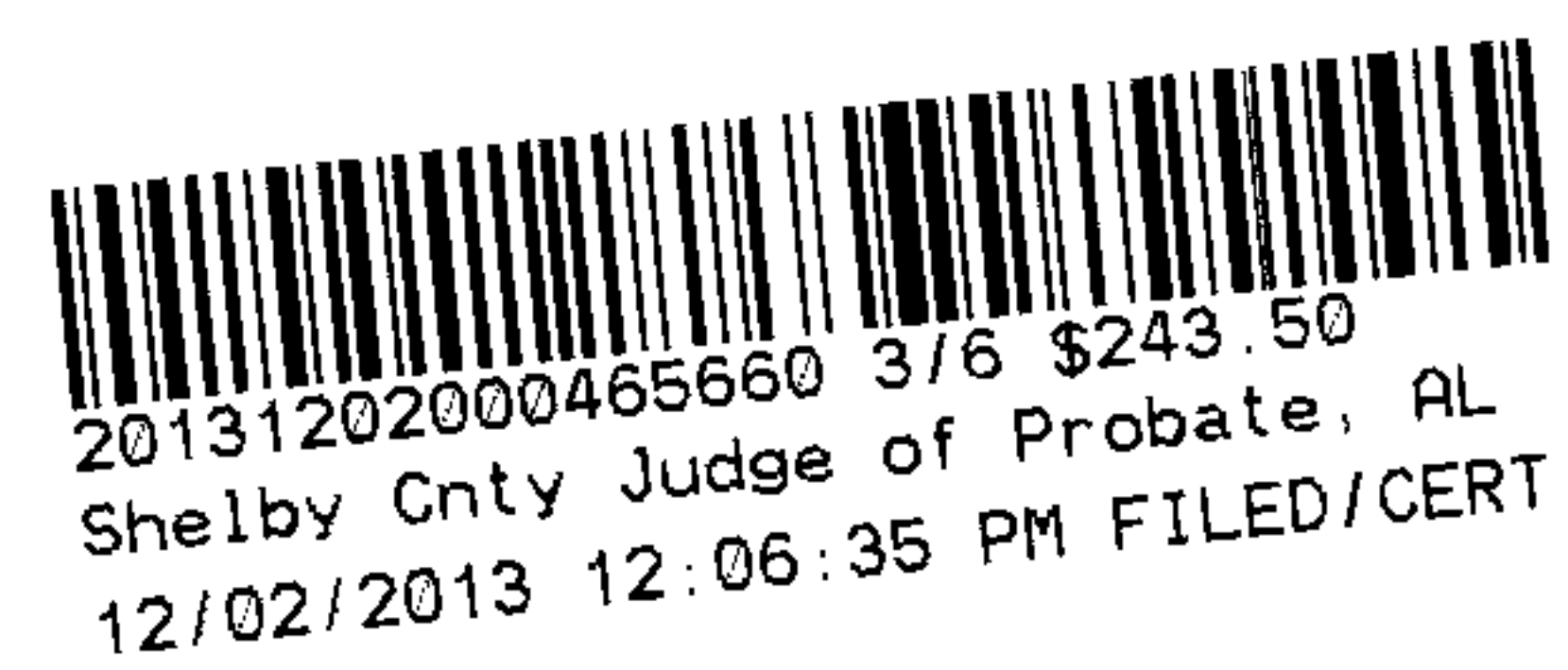


EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 3

to the Memorandum of Lease dated Nov. 1, 2013, by and between Columbiana Properties, LTD., a Alabama Limited Partnership, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

PARENT TRACT (INSTRUMENT NO: 2000-23957)

Lot 2 and 3, According to the survey of Lots 2 and 3, Davis Plaza Shopping Center, as recorded in Map Book 16, Page 91 in the Probate Office of Shelby County, Alabama.

Subject to:

Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 80, Page 221

Easement to South Central Bell as shown by instrument recorded in Deed Book 320, Page 960

Right of way to State of Alabama as set out in Deed Book 242, Page 271

Right of others to use of a 30 foot easement for ingress and egress as shown by Map Book 16, Page 91

The Premises are described as follows:

70'X90' LEASE AREA (AS SURVEYED)

A lease area being a portion of Lot 3 of a plat of "Davis Plaza Shopping Center" as recorded in Map Book 16, Page 91 of the Office of the Judge of Probate for Shelby County Alabama, lying in the NE1/4 and NW1/4 of Section 26, Township 21 South, Range 1 West, and being more particularly described as follows:

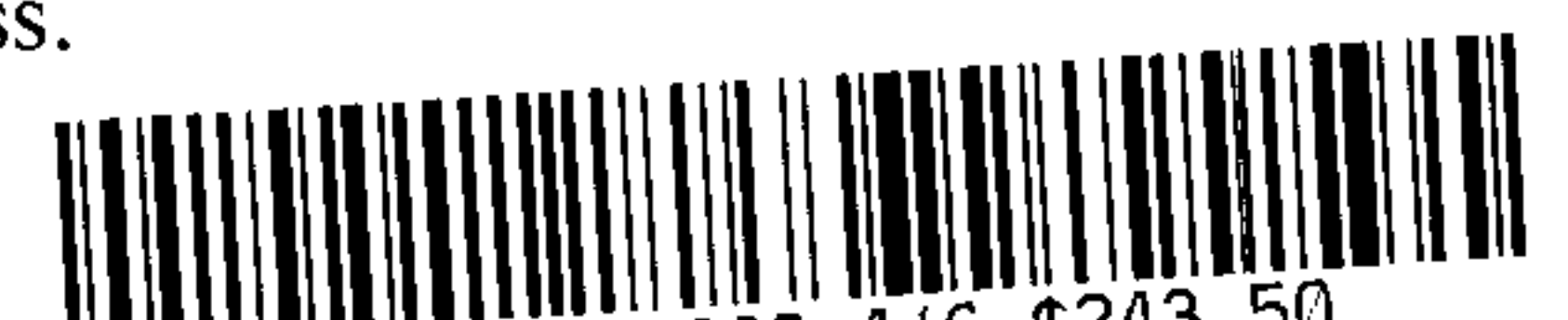
COMMENCE at a 5/8" capped rebar (Coleman LS 28852) found marking the SW interior corner of the "CVS TRACT" as shown on a plat of "Consolidation Plat for Strickland Subdivision & Strickland Re-Subdivision" as recorded in Map Book 41, Page 128 of said Office of the Judge of Probate, said Coleman rebar also marking the NE corner of the First United Security Bank parcel; thence run S 43°23'46" E for a distance of 210.86 feet to a 5/8" capped rebar (illegible cap) found along the East line of said "CVS TRACT"; thence run N 06°20'11" E for a distance of 62.71 feet to a 5/8" capped rebar set (#19753) and the POINT OF BEGINNING; thence run N 08°58'00" E for a distance of 90.00 feet to a 5/8" capped rebar set (#19753); thence run S 81°02'00" E for a distance of 70.00 feet to a 5/8" capped rebar set (#19753); thence run S 08°58'00" W for a distance of 90.00 feet to a 5/8" capped rebar set (#19753); thence run N 81°02'00" W for a distance of 70.00 feet to the POINT OF BEGINNING. The above described lease area to contain 0.14 acres, more or less.

30' INGRESS/EGRESS & UTILITY EASEMENT 'A' (AS SURVEYED)

An easement being a portion of Lot 3 of a plat of "Davis Plaza Shopping Center" as recorded in Map Book 16, Page 91 of the Office of the Judge of Probate for Shelby County Alabama, lying in the NE1/4 and NW1/4 of Section 26, Township 21 South, Range 1 West, and being more particularly described as follows:

COMMENCE at a 5/8" capped rebar (Coleman LS 28852) found marking an interior corner of the "CVS TRACT" as shown on a plat of "Consolidation Plat for Strickland Subdivision & Strickland Re-Subdivision" as recorded in Map Book 41, Page 128 of said Office of the Judge of Probate, said Coleman rebar also marking the NE corner of the First United Security Bank parcel; thence run S 43°23'46" E for a distance of 210.86 feet to a 5/8" capped rebar (illegible cap) found along the East line of said "CVS TRACT"; thence run N 06°20'11" E for a distance of 62.71 feet to a 5/8" capped rebar set (#19753); thence run N 08°58'00" E for a distance of 90.00 feet to a 5/8" capped rebar set (#19753); thence continue N 08°58'00" E for a distance of 10.00 feet to the POINT OF BEGINNING of an Ingress/Egress and Utility Easement being 20 feet in width and lying 10 feet on each side of the following described centerline; thence run S 81°02'00" E for a distance of 79.08 to the East line of said Lot 3 and the POINT OF ENDING. The above described easement to adjoin lease area and a 30' Ingress/Egress & Utility Easement 'B' contiguously and contains 0.04 acres, more or less.

AT&T site: Columbiana Relo/FA#12559947


20131202000465660 4/6 \$243.50
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DESCRIPTION OF PREMISES

Page 2 of 3

30' INGRESS/EGRESS & UTILITY EASEMENT 'B' (AS SURVEYED)

An easement being a portion of that certain tract of land as described in Book 312, Page 654 as recorded in the Office of the Judge of Probate for Shelby County Alabama, lying in the NE1/4 of Section 26, Township 21 South, Range 1 West, and being more particularly described as follows:


COMMENCE at a 5/8" capped rebar (Coleman LS 28852) found marking the SW interior corner of the "CVS TRACT" as shown on a plat of "Consolidation Plat for Strickland Subdivision & Strickland Re-Subdivision" as recorded in Map Book 41, Page 128 of said Office of the Judge of Probate, said Coleman rebar also marking the NE corner of the First United Security Bank parcel; thence run S 43°23'46" E for a distance of 210.86 feet to a 5/8" capped rebar (illegible cap) found along the East line of said "CVS TRACT"; thence run N 06°20'11" E for a distance of 62.71 feet to a 5/8" capped rebar set (#19753); thence run N 08°58'00" E for a distance of 90.00 feet to a 5/8" capped rebar set (#19753); thence continue N 08°58'00" E for a distance of 10.00 feet to a point; thence run S 81°02'00" E for a distance of 79.08 to the East line of Lot 3 of a plat of "Davis Plaza Shopping Center" as recorded in Map Book 16, Page 91 of said Office of the Judge of Probate and the POINT OF BEGINNING of an Ingress/Egress and Utility Easement being 20 feet in width and lying 10 feet on each side of the following described centerline; thence run N 88°40'11" E for a distance of 104.49 feet to a point; thence run S 75°44'41" E for a distance of 147.25 feet to a point; thence run N 84°09'18" E for a distance of 77.01 feet to a point; thence run N 75°48'07" E for a distance of 103.43 feet to a point on the West line of Lot 3 of a plat of "Columbiana Baptist Medical Square" as recorded in Map Book 25, Page 29 of said Office of the Judge of Probate and the POINT OF ENDING. The above described easement to adjoin a 30' Ingress/Egress & Utility Easement 'A' and a 30' Ingress/Egress & Utility Easement 'C' contiguously and contains 0.20 acres, more or less.

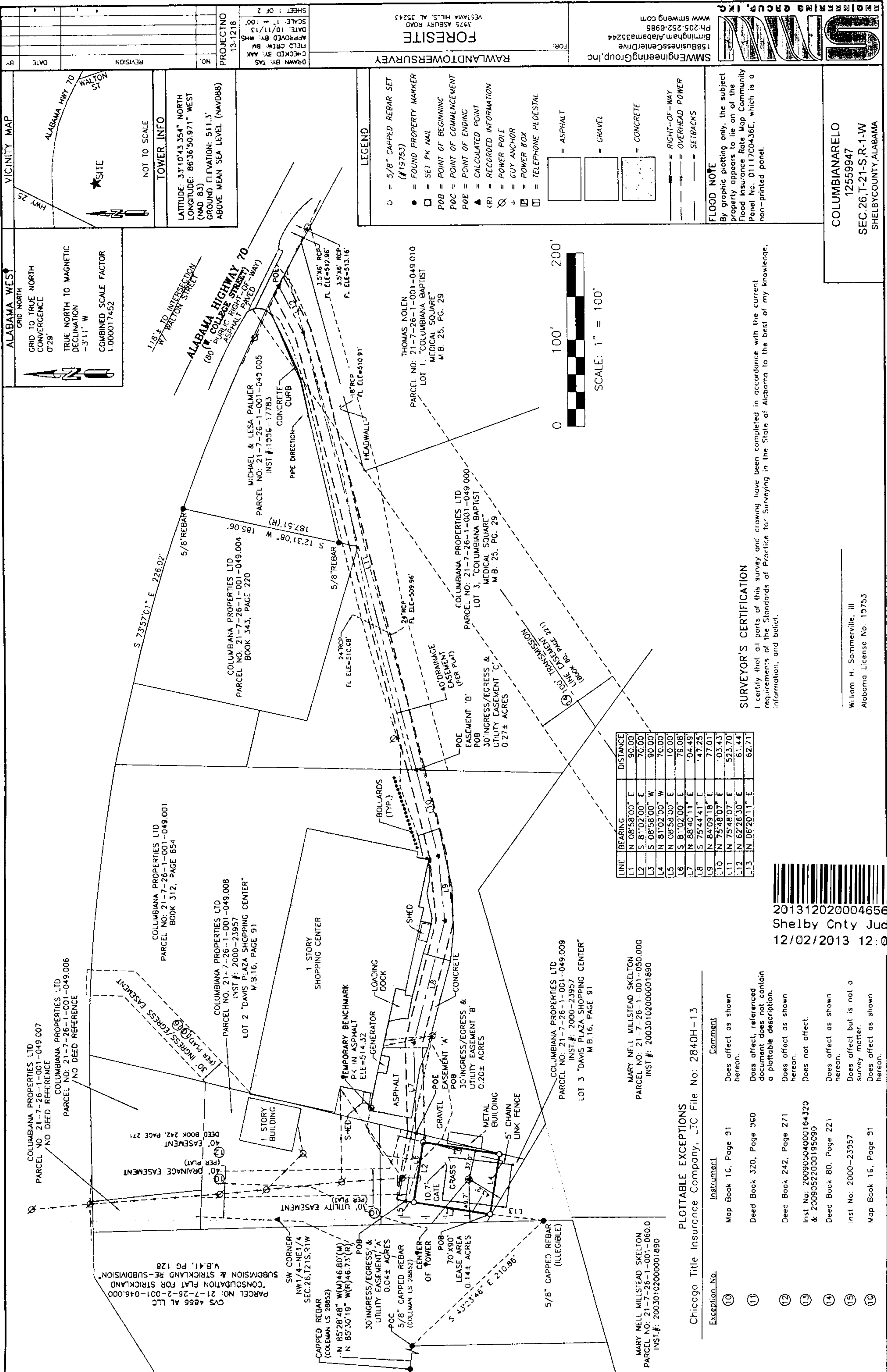
30' INGRESS/EGRESS & UTILITY EASEMENT 'C' (AS SURVEYED)

An easement being a portion of Lot 3 of a plat of "Columbiana Baptist Medical Square" as recorded in Map Book 25, Page 29 of the Office of the Judge of Probate for Shelby County Alabama, lying in the NE1/4 of Section 26, Township 21 South, Range 1 West, and being more particularly described as follows:

COMMENCE at a 5/8" capped rebar (Coleman LS 28852) found marking the SW interior corner of the "CVS TRACT" as shown on a plat of "Consolidation Plat for Strickland Subdivision & Strickland Re-Subdivision" as recorded in Map Book 41, Page 128 of said Office of the Judge of Probate, said Coleman rebar also marking the NE corner of the First United Security Bank parcel; thence run S 43°23'46" E for a distance of 210.86 feet to a 5/8" capped rebar (illegible cap) found along the East line of said "CVS TRACT"; thence run N 06°20'11" E for a distance of 62.71 feet to a 5/8" capped rebar set (#19753); thence run N 08°58'00" E for a distance of 90.00 feet to a 5/8" capped rebar set (#19753); thence continue N 08°58'00" E for a distance of 10.00 feet to a point; thence run S 81°02'00" E for a distance of 79.08 feet; thence run N 88°40'11" E for a distance of 104.49 feet to a point; thence run S 75°44'41" E for a distance of 147.25 feet to a point; thence run N 84°09'18" E for a distance of 77.01 feet to a point; thence run N 75°48'07" E for a distance of 103.43 feet to a point on the West line of said Lot 3 and the POINT OF BEGINNING of an Ingress/Egress and Utility Easement being 20 feet in width and lying 10 feet on each side of the following described centerline; thence run N 75°48'07" E for a distance of 523.70 feet to a point; thence run N 62°26'30" E for a distance of 61.44 feet to a point on Southeasterly right-of-way line of Alabama Highway 70 (80' public right-of-way) and the POINT OF ENDING. The above described easement to adjoin a 30' Ingress/Egress & Utility Easement 'B' and the right-of-way of Alabama Highway 70 contiguously and contains 0.27 acres, more or less.

LESS AND EXCEPT any and all of above described easement over and across that certain parcel of land as described in Book 343, Page 220 of said Office of the Judge of Probate.


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ALABAMA WEST
GRID NORTH
GRID TO TRUE NORTH
CONVERGENCE
0'29"
TRUE NORTH TO MAGNETIC
DECLINATION
-3'11" W
COMBINED SCALE FACTOR
1.000017452

VICINITY MAP
ALABAMA HWY 70
WALTON ST
SITE
NOT TO SCALE
TOWER INFO
LATITUDE: 33°10'43.354" NORTH
LONGITUDE: 86°36'50.971" WEST
(NAD 83)
GROUND ELEVATION: 511.3'
ABOVE MEAN SEA LEVEL (NAVD88)

PROJECT NO.
13-1218
DRAWN BY: TJS
CHECKED BY: WJS
APPROVED BY: WJS
DATE: 10/17/13
SCALE: 1" = 100'

SMWENGINEERING GROUP, INC.
158 Business Center Drive
Birmingham, Alabama 35244
Ph 205-252-6985
www.smweng.com

FOR: FORESITE
3525 ASBURY ROAD
WESTVIA HILLS, AL 35243

LEGEND
○ = 5/8" CAPPED REBAR SET (#19753)
● = FOUND PROPERTY MARKER
□ = SET PK NAIL
POB = POINT OF BEGINNING
POE = POINT OF ENDING
POC = POINT OF COMMENCEMENT
POE = POINT OF ENDING
▲ = CALCULATED POINT
(R) = RECORDED INFORMATION
⊗ = POWER POLE
↓ = CUT ANCHOR
⊕ = POWER BOX
⊞ = TELEPHONE PEDESTAL
= ASPHALT
= GRAVEL
= CONCRETE
--- = RIGHT-OF-WAY
--- = OVERHEAD POWER
--- = SETBACKS

FLOOD NOTE
By graphic plotting only, the subject property appears to lie on of the Flood Insurance Rate Map Community Panel No. 0117C0436E, which is a non-printed panel.

COLUMBIANARELO
12559947
SEC.26,T-21-S-R-1-W
SHELBYCOUNTY,ALABAMA

SURVEYOR'S CERTIFICATION
I certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

William H. Sommerville, III
Alabama License No. 19753

LINE	BEARING	DISTANCE
L1	N 08°58'00" E	90.00
L2	S 81°02'00" E	70.00
L3	S 08°58'00" W	90.00
L4	N 81°02'00" W	70.00
L5	N 08°58'00" E	10.00
L6	S 81°02'00" E	78.08
L7	N 88°40'11" E	104.49
L8	S 75°44'41" E	147.25
L9	N 84°09'18" E	77.01
L10	N 75°48'07" E	103.43
L11	N 75°48'07" E	523.70
L12	N 62°26'30" E	61.44
L13	N 06°20'11" E	62.71

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PLOTTABLE EXCEPTIONS
Chicago Title Insurance Company, LLC File No: 2840H-13

Exception No.	Instrument	Comment
⑩	Map Book 16, Page 91	Does affect as shown hereon.
⑪	Deed Book 320, Page 960	Does affect, referenced document does not contain a plottable description.
⑫	Deed Book 242, Page 271	Does affect as shown hereon.
⑬	Inst No: 20090504000164320 & 20090522000195090	Does not affect.
⑭	Deed Book 80, Page 221	Does affect as shown hereon.
⑮	Inst No: 2000-23957	Does affect but is not a survey matter.
⑯	Map Book 16, Page 91	Does affect as shown hereon.

MARY NELL MILLSTEAD SKELTON
PARCEL NO: 21-7-26-1-001-050.000
INST. #: 20030102000001890

MARY NELL MILLSTEAD SKELTON
PARCEL NO: 21-7-26-1-001-049.009
INST. #: 2000-23957
LOT 3 "DAVIS PLAZA SHOPPING CENTER"
M.B. 16, PAGE 91

COLUMBIANARELO
PARCEL NO: 21-7-26-1-001-049.006
INST. #: 2000-23957
LOT 2 "DAVIS PLAZA SHOPPING CENTER"
M.B. 16, PAGE 91

COLUMBIANARELO
PARCEL NO: 21-7-26-1-001-049.001
BOOK 312, PAGE 654

COLUMBIANARELO
PARCEL NO: 21-7-26-1-001-049.008
INST. #: 2000-23957
LOT 2 "DAVIS PLAZA SHOPPING CENTER"
M.B. 16, PAGE 91

COLUMBIANARELO
PARCEL NO: 21-7-26-1-001-049.007
NO DEED REFERENCE