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Shelby Cnty Judge of Probate, AL
05/02/2014 01:35:44 PM FILED/CERT

MEMORANDUM OF LEASE

Prepared by:
Mike Garrigues
BlueWave Deployment
111 West Main St., Suite 202
Garner, NC 27529

Return to:
Rosenberg + Clark, LLC
400 Poydras St., STE 1680
New Orleans, LA 70130

S 1/2 of NW 1/4 of
Section 29, Township
21 South, Range 2
West

Re: Cell Site Name: AL-Shelair
Fixed Asset # AL-12919733
State: Alabama
County: Shelby

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 17 day of March, 2014, by and between Crim Lands, Ltd., an Alabama limited partnership, having a mailing address of 1108 Crown Dr., Birmingham, AL 35235 (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 17 day of March, 2014, 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.
4. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
5. 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.

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

"LANDLORD"

Crim Lands, Ltd.,
an Alabama limited partnership

By: Patricia C. Dietlein
Print Name: Patricia C. Dietlein
Its: Partner
Date: March 4, 2014

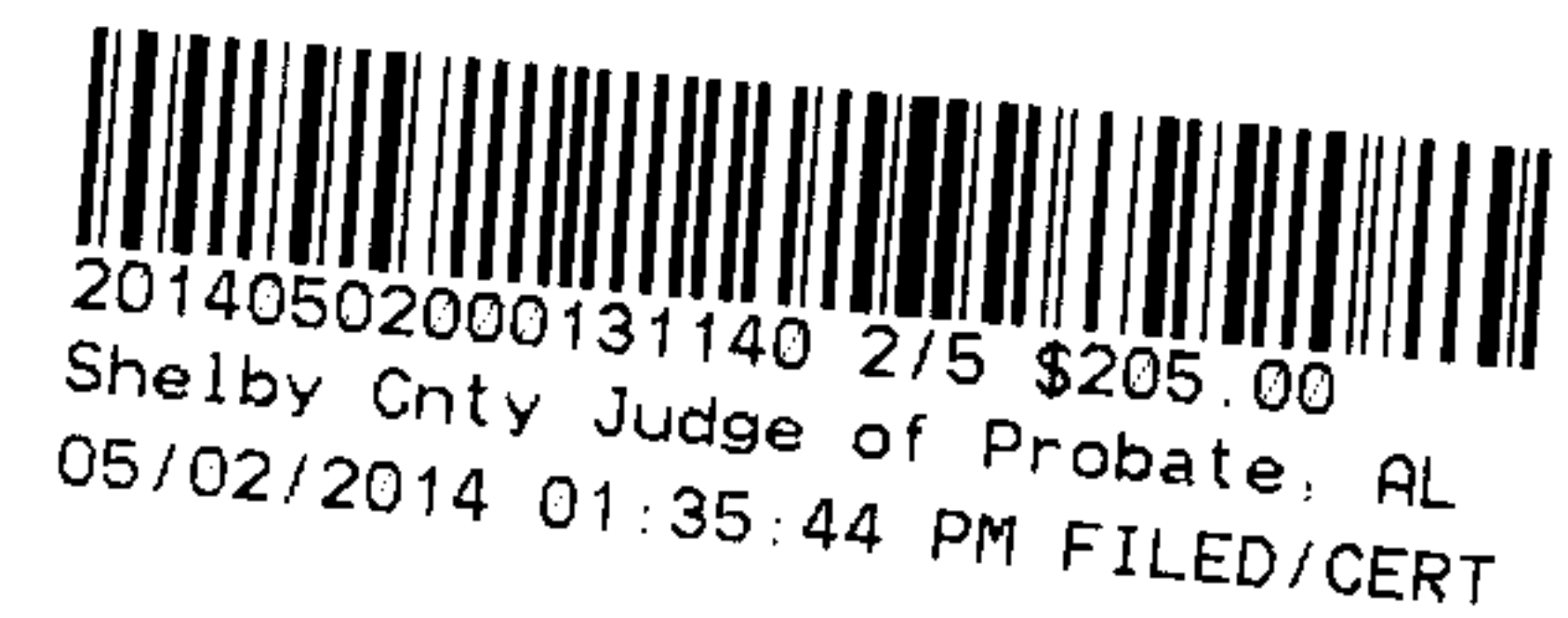
By: Carmen R. Celm, Jr.
Print Name: Carmen R. Celm, Jr.
Its: Partner
Date: March 4, 2014

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: [Signature]
Print Name: June Plowman
Its: Area Mgr C&E
Date: 3-17-14

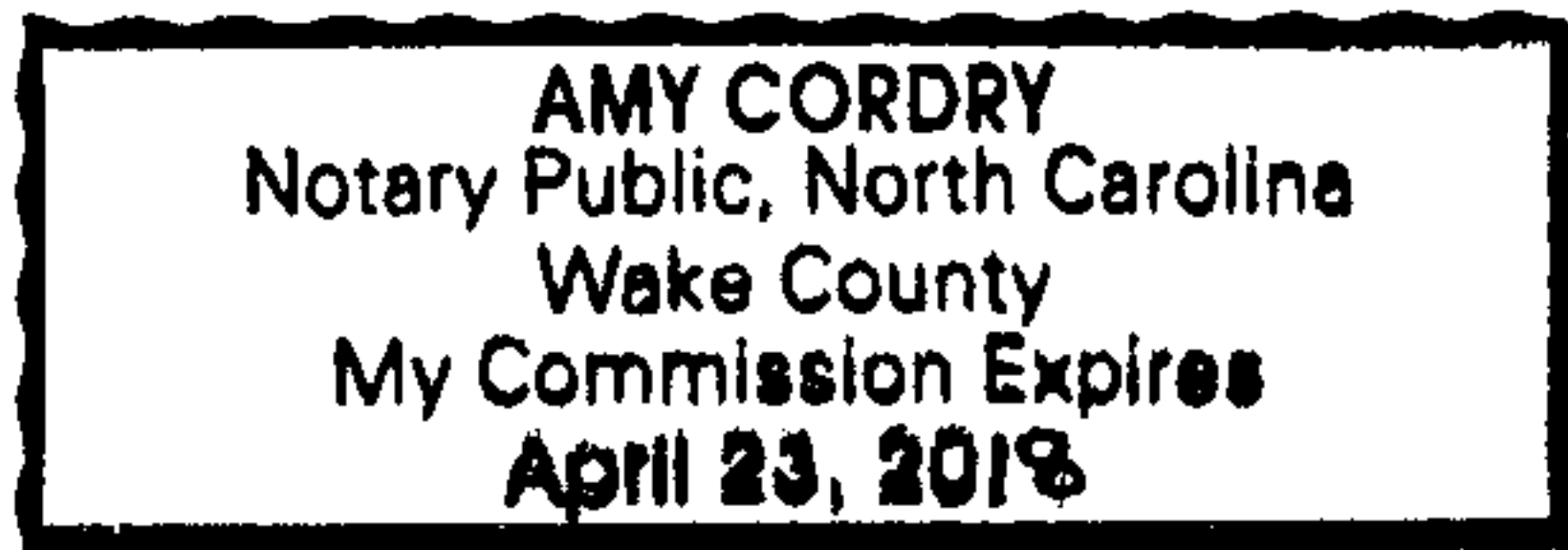
[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]



TENANT ACKNOWLEDGMENT

STATE OF NC)
) ss:
COUNTY OF Wake)

On the 17th day of March, 2014, before me personally appeared Jim Palozzola, and acknowledged under oath that he/she is the Area Manager 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: Amy Cordry
My Commission Expires: 04/23/2018

LANDLORD ACKNOWLEDGMENT

STATE OF Alabama)
) ss:
COUNTY OF Shelby)

On the 4 day of Mar, 2014 before me, personally appeared Patricia C Dietlen, 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.

[Signature]
Notary Public: Nara Anderson
My Commission Expires: My Commission Expires Feb. 22, 2015

STATE OF Alabama)
) ss:
COUNTY OF Shelby)

On the 4 day of Mar, 2014 before me, personally appeared Carmen R Crum Jr, 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.

[Signature]
Notary Public: Nara Anderson
My Commission Expires: My Commission Expires Feb. 22, 2015

EXHIBIT 1

DESCRIPTION OF PREMISES

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to the Memorandum of Lease dated March 17th, 2014, by and between Crim Lands, Ltd., an 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 # 1992-16393)

A part of the S 1/2 of NW 1/4 of Section 29, Township 21 South, Range 2 West, more particularly described as follows. Commencing at a point on the West boundary as follows: Commencing at a point of the West boundary of said S 1/2 of NW 1/4, which point is 422.08 feet south of the NW corner of SW 1/4 of NW 1/4; thence Easterly to a point on the East boundary of SW 1/4 of NW 1/4, which said point is 420.47 feet south of the NE corner of said Quarter-Quarter Section; thence continue Easterly to a point on the East boundary of SE 1/4 of NW 1/4, which said point is 419 feet south of the NE corner of said Quarter-Quarter Section; thence Southerly along the East boundary of said Quarter-Quarter Section 251.40 feet to a point marked by an iron pin; thence Westerly to a point on the West boundary of said SE 1/4 of NW 1/4, which point is 672.75 feet South of the NE corner of SW 1/4 of NW 1/4; thence continue Westerly to a point on the West boundary of said SW 1/4 of NW 1/4 to a point 675.33 feet south of the NW corner of said Quarter-Quarter Section; thence North along the West boundary of said Quarter-Quarter Section to point of beginning. Containing 15 acres, more or less.

ALSO, the following described property:

S 1/2 of SW 1/4 of NW 1/4, Section 29, Township 21, Range 2 West, containing 20 acres. N 1/2 of NW 1/2 of SW 1/2, less 1 acre in SW corner Section 29, Township 21, Range 2 West, Shelby County, Alabama

The Premises are described and/or depicted as follows:

100' X 100' LEASE AREA (AS SURVEYED)

A lease area being a certain portion of a tract of land described in Instrument # 1992-16393, lying in NW 1/4 of Section 29, Township 21 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a capped rebar (RYS 21784) found in place at the NE corner of above described certain tract, said rebar lying N 00°46'02" W a distance of 251.56 feet from a 1" pipe found at the most easterly and southerly corner of said certain tract; thence N 87°45'52" W along the northerly line of said certain tract a distance of 251.98 feet; thence S 02°12'32" W leaving said northerly line a distance of 50.75 feet to a 5/8" capped rebar (SMW LS 19753) set and the Point of Beginning; thence S 02°14'08" W a distance of 100.00 feet to a lease corner; thence N 87°45'52" W a distance of 100.00 feet to a 5/8" capped rebar (SMW LS 19753) set; thence N 02°14'08" E a distance of 100.00 feet to a 5/8" capped rebar (SMW LS 19753) set; thence S 87°45'52" E a distance of 100.00 feet to the Point of Beginning. Said above described lease area contains 0.23 acres, more or less.

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

An easement being a certain portion of a tract of land described in Instrument # 1992-16393, lying in NW 1/4 of Section 29, Township 21 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a capped rebar (RYS 21784) found in place at the NE corner of above described certain tract, said rebar lying N 00°46'02" W a distance of 251.56 feet from a 1" pipe found at the most easterly and southerly corner of said certain tract; thence N 87°45'52" W along the northerly line of said certain tract a distance of 251.98 feet; thence S 02°12'32" W leaving said northerly line a distance of 50.75 feet to a 5/8" capped rebar (SMW LS 19753) set; thence S 02°14'08" W a distance of 100.00 feet to a lease corner; thence N 87°45'52" W a distance of 100.00 feet to a 5/8" capped rebar (SMW LS 19753) set; thence N 02°14'08" E a distance of 50.00 feet to the Point of Beginning of an Ingress/Egress & Utility Easement being 30 feet wide and lying 15 feet each side of the following described centerline: thence N 79°34'36" W a distance of 270.90 feet to a point; thence S 67°45'54" W a distance of 93.53 feet to a point; thence S 80°50'36" W a distance of 263.02 feet to a point; thence S 76°09'33" W a distance of 191.53 feet to a point; thence S 84°18'54" W a distance of 218.57 feet to a point; thence S 63°40'42" W a distance of 67.92 feet to a point; thence N 86°16'59" W a distance of 75.52 feet to a point; thence with a curve to the right having an arc length of 96.56 feet, a radius of 72.08 feet, and a chord distance and bearing of N 46°06'12" W, 89.50 feet, thence N 07°42'15" W a distance of 195.22 feet to a point; thence N 87°42'00" W a distance of 1105.09 feet, more or less to the easterly right-of-way line of Shelby County Highway 87 and the Point of Ending. Said above described easement to join lease area and the easterly right-of-way line of Shelby County Highway 87 contiguously and contains 1.78 acres, more or less.

