



20140610000174490 1/5 \$129.00
Shelby Cnty Judge of Probate, AL
06/10/2014 11:32:10 AM FILED/CERT

MEMORANDUM OF LEASE

Prepared by:

Mike Garriques

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

Re: Cell Site Name: Wilton
Fixed Asset # 12919720
State: Alabama
County: Shelby

S 1/2 of SE 1/4 of
Section 8, Township
24, Range 12

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 5 day of May, 2014, by and between Melford Oliver Cleveland, a married man, having a mailing address of PO Box 250, Wilton, AL 35187 (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 5 day of May, 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.
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.

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

"LANDLORD"

Melford Oliver Cleveland

By: Melford Oliver Cleveland
Print Name: Melford Oliver Cleveland
Its: Owner
Date: April 28, 2014

"TENANT"

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

By: [Signature]
Print Name: Time Records
Its: AT&T Mobility Corp
Date: 5.5.14

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

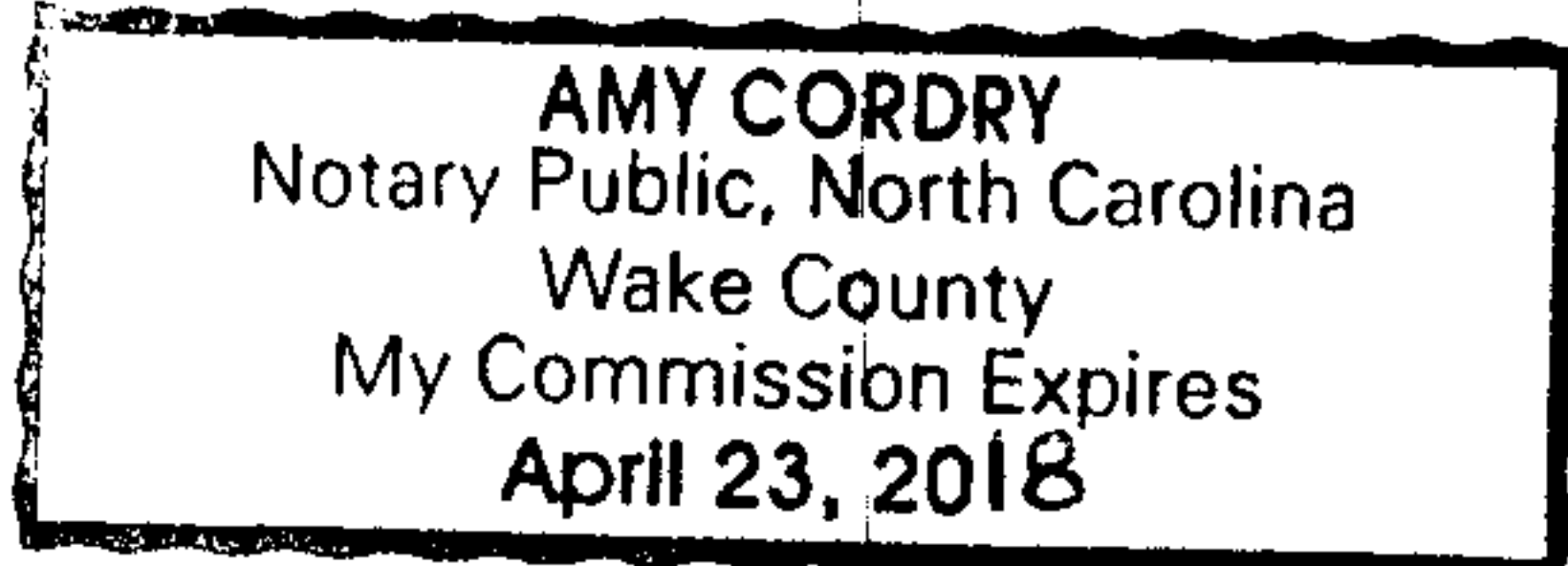


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TENANT ACKNOWLEDGMENT

STATE OF NC)
COUNTY OF Wake) ss:

On the 5 day of May, 2014, before me personally appeared Mr. 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.

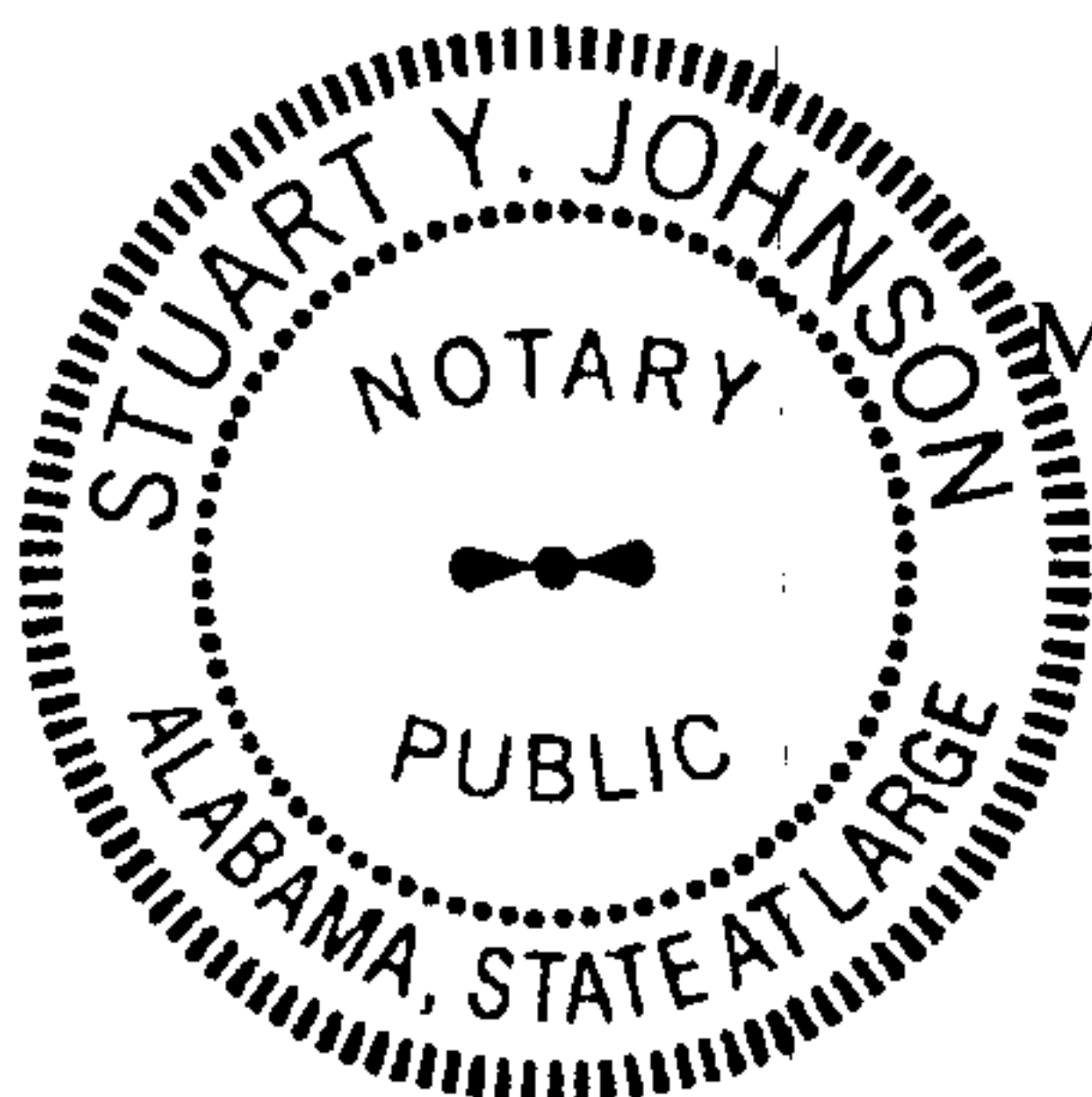


[Signature]
Notary Public
My Commission Expires: 04/23/2018

LANDLORD ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Tefferson) ss:

On the 28th day of April, 2014 before me, personally appeared Melford Oliver Cleveland, 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: STUART Y. JOHNSON
My Commission Expires: 3/6/2015

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EXHIBIT 1

DESCRIPTION OF PREMISES

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to the Memorandum of Lease dated May 5th, 2014, by and between Melford Oliver Cleveland, a married man, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

PARENT TRACT (BOOK 91, PAGE 401)

That part of South half of Southeast quarter, Section 8, Township 24, Range 12, East of Centreville road. Southwest quarter of Southwest quarter and that part of Southeast quarter of Southwest quarter, Section 9, Tp 24, Range 10 East, lying West of old Montevallo and Randolph road. NW1/4 of SW1/4 & S1/2 of NW1/4 sec. 17 Tp 24 R12E - NE1/4 of NW1/4 and W1/2 of NE1/4 Sec 17, Tp 24 R12E - That part of SE1/4 of NE1/4, Sec 17, Tp 24 E R 12E, lying W of old Montevallo and Randolph road - that part of NW1/4 of NW1/4 lying E of Montevallo & Centreville road section 17, T 24 R 12E, that part of NE1/4 Sec 18/ R12E lying East of above road, NE1/4 of SE1/4 Sec. 18, Tp 24, R12E - 465 acres.

The Premises are described and/or depicted as follows:

100' X 100' LEASE AREA (AS-SURVEYED)

A Lease Area being a portion of that 465 acre tract of land as recorded in Book 91, Page 401 in the Office of the Judge of Probate, Shelby County, Alabama, lying in the Northeast 1/4, Section 17, Township 24 North, Range 12 East, said Shelby County and being more particularly described as follows:

Commencing at a concrete right-of-way monument found on the west right-of-way line of Alabama Highway 139 at the southeast corner of that parcel of land as recorded in Instrument Number 20070727000350100 in the Office of the Judge of Probate, said Shelby County; thence N 01°42'10" W for a distance of 268.48 feet to a concrete right-of-way monument found on the south right-of-way line of Alabama Highway 25 at the northeast corner of said parcel of land; thence N 46°14'13" E for a distance of 4676.45 feet to a 5/8" capped rebar set (19753) and the Point of Beginning; thence N 58°20'11" W for a distance of 100.00 feet to a 5/8" capped rebar set (19753); thence N 31°39'49" E for a distance of 100.00 feet to a 5/8" capped rebar set (19753); thence S 58°20'11" E for a distance of 100.00 feet to a 5/8" capped rebar set (19753); thence S 31°39'49" W for a distance of 100.00 feet to the Point of Beginning. Said above described Lease Area contains 10,000.0 square feet or 0.23 acres, more or less.

20' INGRESS/EGRESS & UTILITY EASEMENT (AS-SURVEYED)

An Easement being a portion of that 465 acre tract of land as recorded in Book 91, Page 401 in the Office of the Judge of Probate, Shelby County, Alabama, lying in the Northeast 1/4, Section 17, Township 24 North, Range 12 East, said Shelby County and being more particularly described as follows:

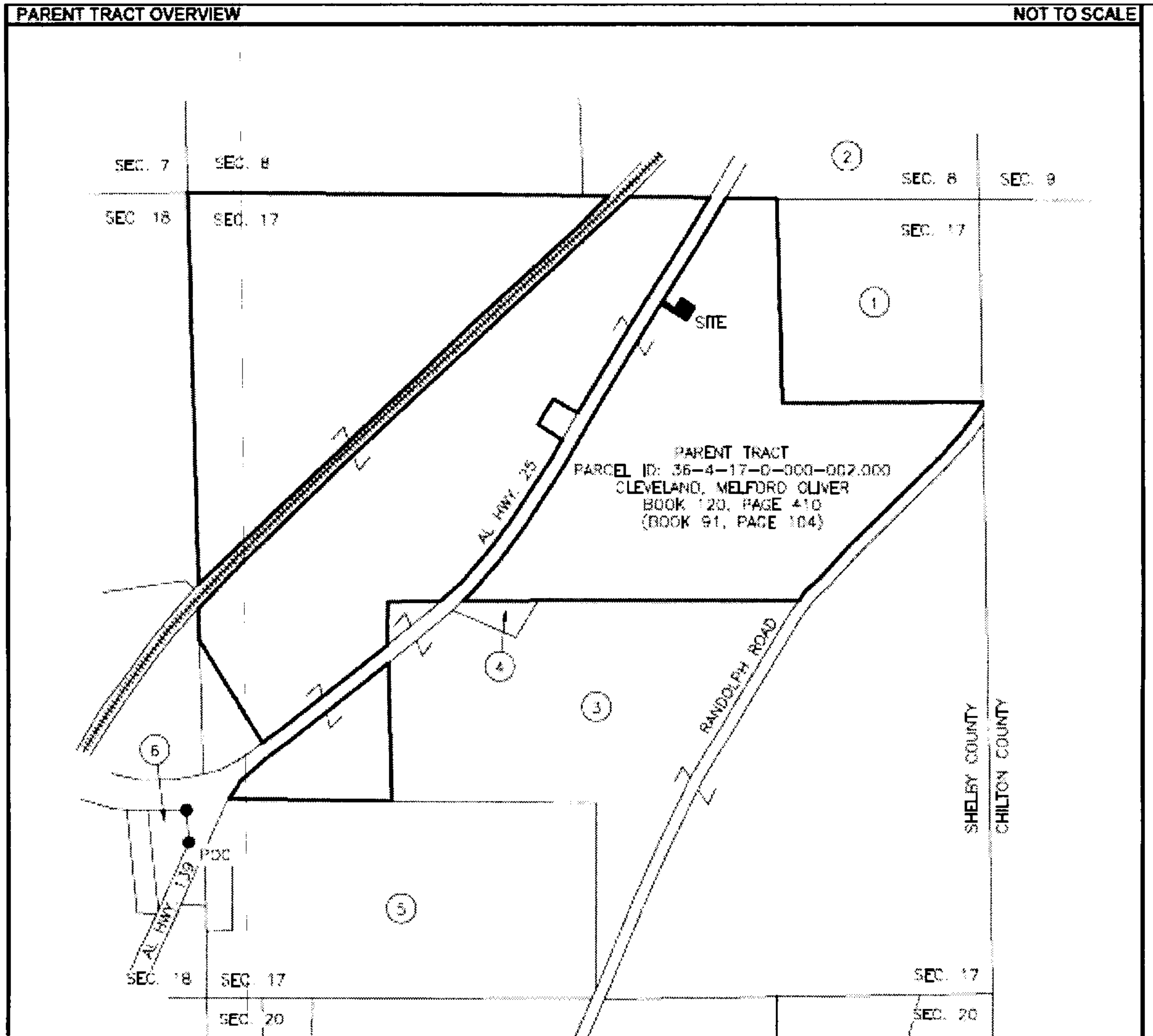
Commencing at a concrete right-of-way monument found on the west right-of-way line of Alabama Highway 139 at the southeast corner of that parcel of land as recorded in Instrument Number 20070727000350100 in the Office of the Judge of Probate, said Shelby County; thence N 01°42'10" W for a distance of 268.48 feet to a concrete right-of-way monument found on the south right-of-way line of Alabama Highway 25 at the northeast corner of said parcel of land; thence N 46°14'13" E for a distance of 4676.45 feet to a 5/8" capped rebar set (19753); thence N 58°20'11" W for a distance of 100.00 feet to a 5/8" capped rebar set (19753); thence N 31°39'49" E for a distance of 10.00 feet to the Point of Beginning of an Ingress/Egress & Utility Easement being 20 feet in width and lying 10 feet each side of the following described centerline; thence N 58°20'11" W for a distance of 100.05 feet, more or less, to the east right-of-way line of Alabama Highway 25 and the Point of Ending. Said above described Easement contains 2,000.9 square feet or 0.05 acres, more or less.

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