



20140626000192960 1/5 \$166.50
Shelby Cnty Judge of Probate, AL
06/26/2014 09:07:08 AM FILED/CERT

MEMORANDUM OF LEASE

Prepared by:

David Hacker
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 # _____; Cell Site Name: SANDEES STORE
Fixed Asset # 10593005
State: AL
County: Shelby

MEMORANDUM OF LEASE

SW 1/4 of NW 1/4 of
Section 33, Township 17
South, Range 1 East

This Memorandum of Lease is entered into on this 16 day of May, 2014, by and between Jane Bryant Powell, a single woman, having a mailing address of 1605 Sims Street, Leeds, AL 35094 (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 16 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"

Jane Bryant Powell

By: Jane Bryant Powell

Print Name: Jane Bryant Powell

Its: Owner

Date: 2/6/14

"TENANT"

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

By: AT&T Mobility Corporation

Its: Manager

By: [Signature]

Print Name: Jane Pistorius

Its: AT&T Mobility Corp

Date: 5/5/14

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

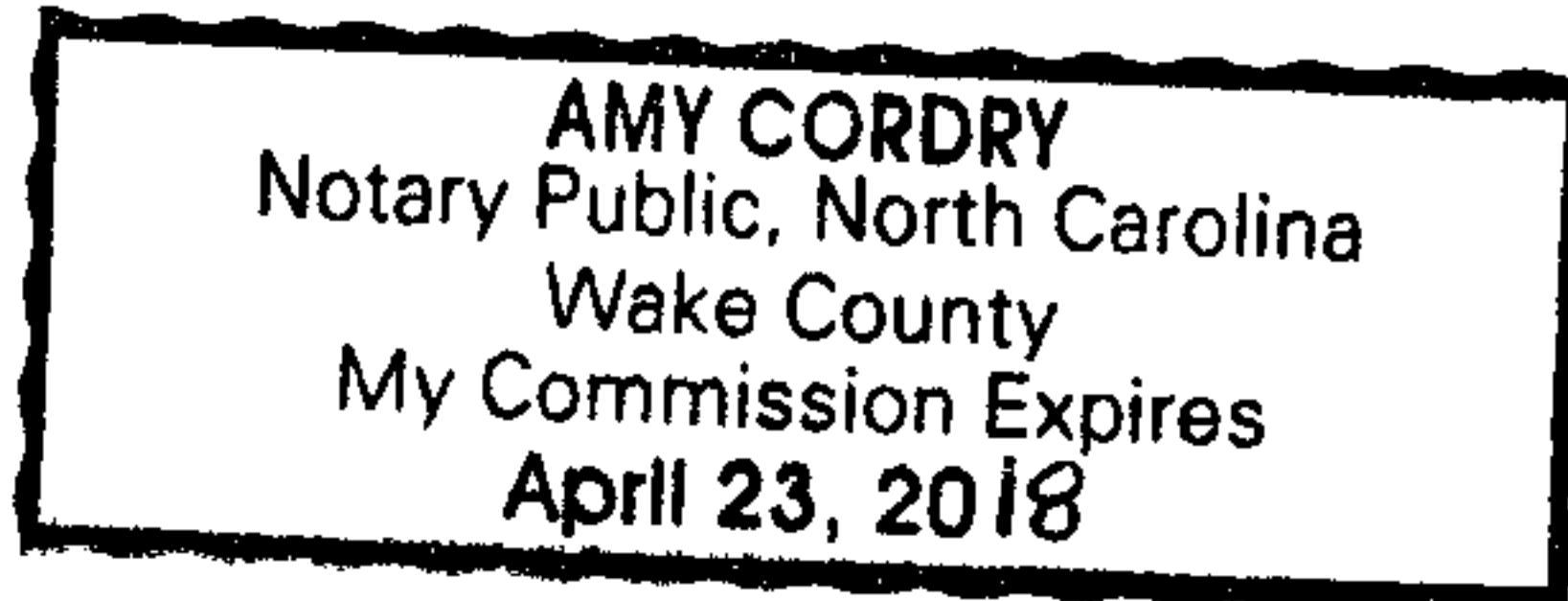


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TENANT ACKNOWLEDGMENT

STATE OF NC)
COUNTY OF Wake) ss:

On the 16 day of May, 2014, before me personally appeared Juan Palazzola, 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 Jefferson) ss:

On the 6th day of February, 2014 before me, personally appeared Jane Bryant Powell, 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: Tracy Sheppard Marcus
My Commission Expires: Jan. 25, 2018

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Memorandum of Lease dated May 16, 2014, by and between Jane Bryant Powell, a Single Woman, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

PARCEL I

Begin at the NW corner of the SW 1/4 of the NW 1/4 of Section 33, Township 17 South, Range 1 East; thence run Easterly along the north line thereof for 635.11 feet to the westerly R/W of Alabama State Highway #25; thence 127 degrees 13 minutes 10 seconds right run Southwesterly along said R/W for 581.37 feet to a curve to the left having a radius of 134.07 feet and a central angle of 127 degrees 33 minutes 20 seconds; thence run along said curve and R/W for 298.48 feet; thence 90 degrees 00 minutes right from tangent of said curve run Southerly for 303.06 feet; thence 58 degrees 47 minutes 31 seconds left run Southeasterly for 230.63 feet to the westerly R/W of said Highway #25; thence 90 degrees 00 minutes right run Southwesterly along said R/W for 998.79 feet to a curve to the left (having a radius of 6645.17 feet and a central angle of 0 degrees 51 minutes 50 seconds); thence run Southwesterly along said curve and R/W for 100.20 feet to the west line of said Section; thence 329 degrees 52 minutes 05 seconds right from chord of said curve run Northerly said section line for 753.65 feet to the SW corner of the SW 1/4 of the NW 1/4 of said Section; thence 0 degrees 07 minutes 27 seconds left run Northerly for 1289.74 feet to the Point of Beginning.

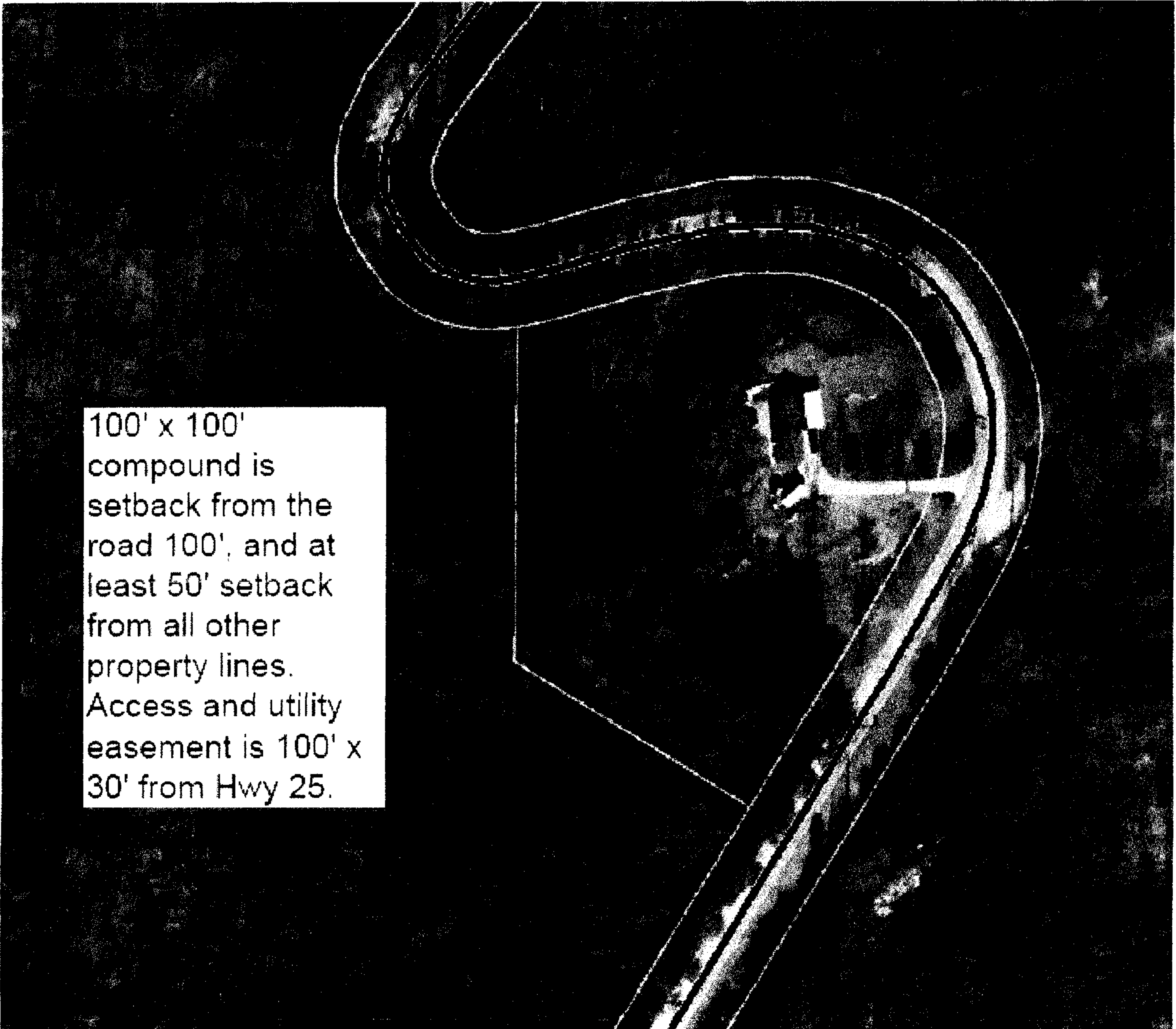
PARCEL II

Begin at the NE corner of the SE 1/4 of the NW 1/4 of section 33, Township 17 South, Range 1 East; thence run Southerly along the East line thereof for 172.95 feet to the Northwesterly R/W of Central of Georgia Railroad; thence 47 degrees 47 minutes 27 seconds right run Southwesterly along said R/W for 1632.39 feet to the South line of said 1/4-1/4 section; thence 42 degrees 30 minutes 39 seconds right run Westerly for 141.11 feet to the NE corner of the NW 1/4 of the SW 1/4 of said Section; thence 89 degrees 39 minutes 46 seconds left run Southerly along the East line of last said 1/4-1/4 section for 130.05 feet to the Northwesterly R/W of Central of Georgia Railroad; thence 47 degrees 09 minutes 07 seconds right run Southwesterly along said R/W for 1348.27 feet to a curve to the left (having a radius of 1007.26 feet and a central angle of 19 degrees 09 minutes 27 seconds); thence run along said curve and R/W for 336.79 feet to the South line said NW 1/4 of SW 1/4 of said section; thence 50 degrees 59 minutes 49 seconds right from chord of said curve run Westerly for 106.94 feet to the SW corner of last said 1/4-1/4 section; thence 90 degrees 41 minutes 37 seconds right run Northerly along the West line thereof for 394.52 feet to the Southeasterly R/W of Alabama State Highway #25 and a curve concaved Northeasterly (having a radius of 6565.17 feet and a central angle of 2 degrees 03 minutes 40 seconds); thence 30 degrees 32 minutes right to chord of said curve run Northeasterly along said curve and R/W for 236.16 feet; thence continue along said R/W and tangent to said curve run Northeasterly for 519.87 feet; thence 103 degrees 59 minutes 20 seconds right run Southeasterly for 210.0 feet; thence 103 degrees 59 minutes 20 seconds left run Northeasterly for 210.00 feet; thence 76 degrees 00 minutes 43 seconds left run Northwesterly for 210.00 feet to the Southeasterly R/W of said Highway #25; thence 76 degrees 00 minutes 40 seconds right run Northerly (along said R/W the following described courses) for 420.58 feet to a curve to the left (having a radius of 3518.0 feet and a central angle of 2 degrees 53 minutes 54 seconds); thence along said curve 177.96 feet to a curve to the left (having a radius of 209.88 and a central angle of 112 degrees 33 minutes 32 seconds); thence along said curve for 412.14 feet to a curve to the left (having a radius of 390.05 feet and a central angle of 23 degrees 07 minutes 44 seconds); thence run along said curve for 157.45 feet; thence run along the tangent of said curve for 101.94 feet to a curve to the right (having a radius of 54.07 feet and a central angle of 144 degrees 53 minutes); thence run along said curve for 136.73 feet; thence along the tangent of said curve for 642.14 feet to the North line of the SW 1/4 of the NW 1/4 of said section; thence 52 degrees 46 minutes 50 seconds right run Easterly for 1936.39 feet to the Point of Beginning.



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The Premises are described and/or depicted as follows:



100' x 100'
compound is
setback from the
road 100', and at
least 50' setback
from all other
property lines.
Access and utility
easement is 100' x
30' from Hwy 25.

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