

This Instrument Prepared by:
Matthew W. Barnes, Esq.
Burr & Forman LLP
420 20th Street North, Suite 3400
Birmingham, Alabama 35203


20161219000462910 1/7 \$258.00
Shelby Cnty Judge of Probate, AL
12/19/2016 01:51:15 PM FILED/CERT

AFTER RECORDING RETURN TO:

UPF WASHINGTON INC
12410 E MIRABEAU PKWY #100
SPOKANE VALLEY WA 99216
REF # 388041

Cross Reference to:
Instrument Number 1998-12495
Instrument Number 1998-12496
Instrument Number 20100519000157040
Shelby County, Alabama Records

STATE OF ALABAMA)

COUNTY OF SHELBY)

**AGREEMENT AND MEMORANDUM OF THIRD AMENDMENT TO
LAND OPTION AND LEASE AGREEMENT**

**THIS AGREEMENT AND MEMORANDUM OF THIRD AMENDMENT TO
LAND OPTION AND LEASE AGREEMENT** ("Memorandum is made and entered into effective as of the 12 day of December, 2014, by and between **JACQUELYN H. CATES** (having a mailing address of Post Office Box 1097, Columbiana, Alabama 35051) ("**Landlord**"), and **PINNACLE TOWERS LLC**, a Delaware limited liability company, formerly known as Pinnacle Towers Inc. prior to a State of Delaware conversion dated April 7, 2004 (having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317) ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord entered into a Land Option and Lease Agreement dated November 1, 1996 (the "**Original Agreement**"), with Southern Communications Services, Inc., d/b/a Southern LINC ("**Southern**"), as tenant, a memorandum of which was filed for record on April 8, 1998, as Instrument Number 1998-12495 in the Office of the Judge of Probate of Shelby County, Alabama (the "**MOL**"), covering certain real property, together with an easement for ingress, egress and utilities thereto, described in **Exhibit "A"** attached hereto (the "**Property**");

WHEREAS, Southern, pursuant to that Assignment and Assumption of Lease Agreement dated March 4, 1998, a memorandum of which was filed for record on April 8, 1998, as Instrument Number 1998-12496 assigned all of its right, title, and interest in, to, and under the Original Agreement to Tenant, which assumed all of Southern's rights, duties, and obligations with respect thereto;

WHEREAS, the Original Agreement was amended by that Lease Amendment dated March 17, 1998 (the "**First Amendment**");

WHEREAS, the Original Agreement was amended by that Second Amendment to Land Option and Lease Agreement dated May 1, 2009, a memorandum of which was filed for record on May 19, 2010, as Instrument Number 20100519000157040 (the "**Second Amendment**" and, together with the Original Agreement and the First Amendment, the "**Agreement**");

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on March 25, 2047 (the "**Original Term**"); and

WHEREAS, effective as of the date of this Memorandum, Landlord and Tenant have amended the Agreement and desire to acknowledge, confirm and make record of the above-referenced amendment.

NOW, THEREFORE, Landlord and Tenant hereby acknowledge and agree that the following accurately represents the Agreement, as amended by that Third Amendment to Land Option and Lease Agreement dated as of the date hereof:

**MEMORANDUM OF THIRD AMENDMENT TO
LAND OPTION AND LEASE AGREEMENT**

Landlord: Jacquelyn H. Cates, having a mailing address of Post Office Box 1097, Columbiana, Alabama 35051.

Tenant: Pinnacle Towers LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

Property: The real property leased by Landlord to Tenant, together with an easement for ingress, egress and utilities thereto, is described in Exhibit "A," attached to this Memorandum and incorporated herein by this reference.

Initial Lease Term: For a term of ten (10) years, beginning on March 26, 1997.

Expiration Date: The first two (2) extensions having been exercised, if not otherwise extended or renewed, the Agreement shall expire on March 25, 2017.

Right to Extend or Renew: Tenant has the right to extend/renew the Agreement as follows: eighteen (18) options to extend the Agreement for a period of five (5) years each on the terms and conditions set forth in the Agreement, as amended. If Tenant exercises all extensions/renewals, the final expiration of the Agreement will occur on March 25, 2097.


20161219000462910 2/7 \$258.00
Shelby Cnty Judge of Probate, AL
12/19/2016 01:51:15 PM FILED/CERT

Option to Purchase: No.
Option for Additional Ground Space: Yes.
Right of First Refusal: Yes.

All of the terms, provisions, covenants and agreements contained in the Agreement, as amended by that Third Amendment to Land Option and Lease Agreement of even date herewith, are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Landlord and Tenant ratify, confirm and adopt the Agreement, as amended by that Third Amendment to Land Option and Lease Agreement of even date herewith, as of the date hereof for purposes of compliance with Code of Alabama Section 35-4-6 (1975) (as amended) and acknowledge that there are no defaults under the Agreement, as amended, or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. This Agreement and Memorandum of Third Amendment to Land Option and Lease Agreement will be recorded in the applicable land records and is intended to provide notice to third parties of the Agreement and any and all amendments thereto. The Agreement and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the Agreement or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Agreement and/or any amendments thereto, the terms and conditions of the Agreement and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Agreement and/or any amendments thereto. This Memorandum may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures appear on the following pages.]


20161219000462910 3/7 \$258.00
Shelby Cnty Judge of Probate, AL
12/19/2016 01:51:15 PM FILED/CERT

IN WITNESS WHEREOF, the parties have executed this Agreement and Memorandum of Third Amendment to Land Option and Lease Agreement effective as of the day and year first written above.

LANDLORD:

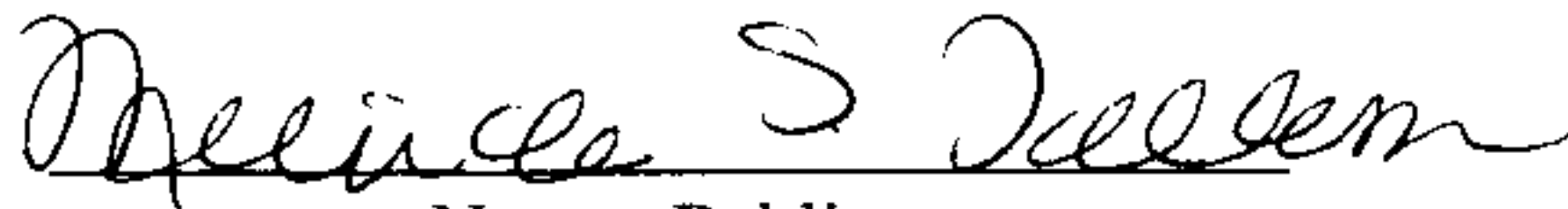

JACQUELYN H. CATES

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **JACQUELYN H. CATES**, whose name is signed to the foregoing Agreement and Memorandum of Third Amendment to Land Option and Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 8th day of Dec, 2014.


Notary Public

My Commission Expires: _____

[SEAL]

MY COMMISSION EXPIRES APRIL 9, 2017



20161219000462910 4/7 \$258.00
Shelby Cnty Judge of Probate: AL
12/19/2016 01:51:15 PM FILED/CERT

TENANT:

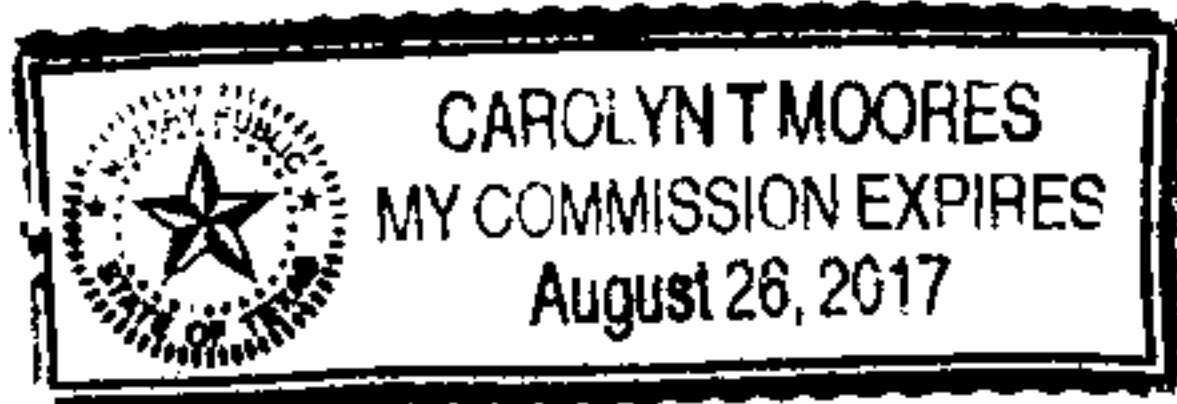
PINNACLE TOWERS LLC,
a Delaware limited liability company

By: 
Name: Lisa A. Sedgwick
Its: RET Manager

STATE OF TEXAS)
HARRIS COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Lisa A Sedgwick, whose name as RET Manager of **PINNACLE TOWERS LLC**, a Delaware limited liability company, is signed to the foregoing Agreement and Memorandum of Third Amendment to Land Option and Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she as such officer with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 12 day of December, 2014.



Carolyn T Moores

Notary Public

My Commission Expires: _____

[SEAL]


20161219000462910 5/7 \$258.00
Shelby Cnty Judge of Probate, AL
12/19/2016 01:51:15 PM FILED/CERT

EXHIBIT "A"

A parcel of land situated in the southwest quarter of the northeast quarter of Section 18, Township 21 South, Range 1 East, Huntsville Meridian, Shelby County, Alabama, being more particularly described as follows:

Commence at the northwest corner of the southwest quarter of the northeast quarter of Section 18, township 21 South, Range 1 East; thence run South 89°23'09" East along the northerly line of said quarter-quarter section for a distance of 390.00 feet; thence angle right and run South a distance of 00°36'51" West for a distance of 543.70 feet; thence angle left and run South 88°55'10" East for a distance of 48.53 feet to the point of beginning; thence angle right and run South 82°54'14" East for a distance of 70.00 feet; thence angle right and run South 07°05'46" West for a distance of 115.00 feet; thence angle right and run north 82°54'14" West for a distance of 70.00 feet; thence angle right and run north 07°05'46" East for a distance of 115.00 feet to the point of beginning.

ACCESS AND UTILITY EASEMENT:

A strip of land 30 feet in width for access and utilities situated in the southwest quarter of the northeast quarter, the southeast quarter of the northwest quarter, the northeast quarter of the southwest quarter and the southwest quarter of the northwest quarter, Section 18, Township 21 South, Range 1 East, lying 15 feet either side of the following described centerline:

Commence at the northwest corner of the southwest quarter of the northeast quarter of Section 18, Township 21 South, Range 1 East; thence run South 89°23'09" East along the northerly line of said quarter-quarter section for a distance of 390.00 feet; thence angle right and run South 00°36'51" West for a distance of 543.70 feet; thence angle left and run South 88°55'10" East for a distance of 48.53 feet; thence angle right and run South 82°54'14" East for a distance of 70.00 feet; thence angle right and run South 07°05'46" West for a distance of 115.00 feet; thence angle right and run North 82°54'14" West for a distance of 64.50 feet to the point of beginning; thence angle left and run South 07°05'46" West for a distance of 4.91 feet to the point of curvature of a curve to the right having a radius of 50 feet and a central angle of 43°53'52"; thence continue along the arc of said curve for a distance of 38.31 feet to the point of tangency thereof; thence continue South 50°59'38" West along the tangent of said curve for a distance of 35.90 feet to the point of curvature of a curve to the left having a radius of 50.00 feet and a central angle of 24°31'29"; thence continue on the arc of said curve for a distance of 21.40 feet to the point of tangency thereof; said point of tangency also being the point of curvature of a curve to the right having a radius of 432.79 feet and a central angle of 09°22'01"; thence continue along the arc of said curve for a distance of 70.75 feet to the point of tangency thereof; thence continue South 35°50'10" West along the tangent of said curve for a distance of 291.01 feet to the point of curvature of a curve to the right having a radius of 165.79 feet and a central angle of 33°35'57"; thence continue along the arc of said curve for a distance of 97.12 feet to the point of tangency thereof; said point of tangency also being the point of curvature of a curve to the left, having a radius of 214.99 feet and a central angle of 35°46'34"; thence continue along the arc of said curve for a distance of 134.24 feet to the point of tangency thereof; thence continue South 33°37'33" West along the tangent of said curve for a distance of 43.61 feet to the point of curvature of a curve to the left having a radius of 318.13 feet and a central angle of 36°07'53"; thence continue along the arc of said curve for a distance of 200.62 feet to the point of tangency thereof; said point of tangency also being the point of curvature of a curve to the right having a radius of 669.75 feet and a central angle of 18°08'08"; thence continue along the arc of said curve for a distance of 211.99 feet to the point of tangency thereof,

Continued. . .

said point of tangency also being the point of curvature of a curve to the right, having a radius of 263.63 feet and a central angle of $48^{\circ}55'13''$; thence continue along the arc of said curve for a distance of 225.09 feet to the point of tangency thereof, said point of tangency also being the point of curvature of a curve to the right having a radius of 394.11 feet and a central angle of $29^{\circ}25'06''$; thence continue along the arc of said curve for a distance of 202.35 feet to the point of tangency thereof, said point of tangency also being the point of curvature of a curve to the right having a radius of 385.75 feet and a central angle of $17^{\circ}40'56''$; thence continue along the arc of said curve for a distance of 119.05 feet to the point of tangency thereof, said point of tangency also being the point of curvature of a curve to the right having a radius of 97.07 feet and a central angle of $93^{\circ}49'36''$; thence continue along the arc of said curve for a distance of 158.96 feet to the point of tangency thereof; thence continue North $25^{\circ}28'39''$ East along the tangent of said curve for a distance of 37.31 feet to the point of curvature of a curve to the left having a radius of 106.57 feet and a central angle of $50^{\circ}16'04''$; thence continue along the arc of said curve for a distance of 93.50 feet to the point of tangency thereof; thence continue North $24^{\circ}47'25''$ West along the tangent of said curve for a distance of 36.22 feet to the point of curvature of a curve to the left having a radius of 97.51 feet and a central angle of $34^{\circ}12'08''$; thence continue along the arc of said curve for a distance of 58.21 feet to the point of tangency thereof; thence continue North $58^{\circ}59'33''$ West along the tangent of said curve for a distance of 170.40 feet to the point of curvature of a curve to the right having a radius of 228.74 feet and a central angle of $36^{\circ}18'24''$; thence continue along the arc of said curve for a distance of 144.95 feet to the point of tangency thereof; thence continue North $22^{\circ}41'09''$ West along the tangent of said curve for a distance of 38.44 feet to the point of curvature of a curve to the left having a radius of 274.17 feet and a central angle of $20^{\circ}40'14''$; thence continue along the arc of said curve for a distance of 98.91 feet to the point of tangency thereof; thence continue North $43^{\circ}21'23''$ West along the tangent of said curve for a distance of 29.02 feet to the point of curvature of a curve to the left having a radius of 152.59 feet and a central angle of $36^{\circ}17'04''$; thence continue along the arc of said curve for a distance of 96.64 feet to the point of tangency thereof; thence continue North $79^{\circ}38'27''$ West along the tangent of said curve for a distance of 49.10 feet to the point of curvature of a curve to the right having a radius of 222.33 feet and a central angle of $25^{\circ}20'54''$; thence continue along the arc of said curve for a distance of 98.36 feet to the point of tangency thereof; thence continue North $54^{\circ}17'33''$ West along the tangent of said curve for a distance of 347.63 feet to a point in the center of State Highway 25 and the ending point of this centerline description.

20161219000462910 717 \$258.00
Shelby Cnty Judge of Probate: AL
12/19/2016 01:51:15 PM FILED/CERT