

Shelby County, AL 05/16/2017
State of Alabama
Deed Tax: \$184.00



20170516000169580 1/7 \$217.00
Shelby Cnty Judge of Probate, AL
05/16/2017 11:36:09 AM FILED/CERT

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Christopher Flammer, Esq.
ATC Site No: 414851
ATC Site Name: Ocampo, AL
Assessor's Parcel No(s): 030929000008000

State of Alabama
County of Shelby

24836541

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the 3rd day of February, 2017, by and between **Ralph E. Bingham and Dorothy C. Bingham, husband and wife ("Landlord")** and **Cellco Partnership d/b/a Verizon Wireless ("Tenant")**.

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Land Lease Agreement dated July 27, 2006 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be October 31, 2066. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 414851
VZW Site No: 168874
Site Name: Ocampo, AL

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 1939 County Road 2, Montevallo, AL 35115; to Tenant at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]



ATC Site No: 414851
VZW Site No: 168874
Site Name: Ocampo, AL

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

Signature: [Signature]
Print Name: Ralph E. Bingham
Date: January 6, 2017
Ralph E. Bingham

Signature: [Signature]
Print Name: Debbie Roper
Signature: [Signature]
Print Name: Pete BERNIER

WITNESS AND ACKNOWLEDGEMENT

State/ Commonwealth of Alabama
County of Chilton

On this 6 day of January, 2017, before me, Nancy C Wood
the undersigned Notary Public, personally appeared Ralph E. Bingham, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Nancy C Wood
Notary Public
Print Name: Nancy C Wood
My commission expires: _____

MY COMMISSION EXPIRES:
December 22, 2018

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



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ATC Site No: 414851
VZW Site No: 168874
Site Name: Ocampo, AL

LANDLORD

2 WITNESSES

Signature: [Signature]
Print Name: Dorothy C. Bingham
Date: Dorothy C. Bingham
Dorothy C. Bingham

Signature: [Signature]
Print Name: Debbie Roper
Signature: [Signature]
Print Name: Pete BERNIER

WITNESS AND ACKNOWLEDGEMENT

(State) Commonwealth of Alabama
County of Chilton

On this 16 day of January, 201 7, before me, Nancy C. Wood
the undersigned Notary Public, personally appeared Dorothy C. Bingham, who proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Nancy C. Wood
Notary Public
Print Name: Nancy C. Wood
My commission expires: MY COMMISSION EXPIRES:
December 22, 2018

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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VZW Site No: 168874
Site Name: Ocampo, AL

TENANT**WITNESS****Cellco Partnership d/b/a Verizon Wireless**

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: [Signature]
Print Name: Shawn Lanier
Title: Vice President - Legal
Date: 2-3-2017

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 3rd day of February, 2017, before me, Renee Byrd
the undersigned Notary Public, personally appeared Shawn Lanier
who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Renee Byrd
Notary Public
Print Name: _____
My commission expires: _____



RENEE BYRD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 27, 2023

[SEAL]

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VZW Site No: 168874
Site Name: Ocampo, AL

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Being situated in the County of Shelby, State of Alabama, and being known as
Shelby County APN: 030929000008000.

The East half of the Southeast Quarter and the Southeast Quarter of the Northeast Quarter, Section 38, Township 24 North, Range 13 East. The Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter, Section 29, Township 14, Range 13, less and except all that part of the Southwest Quarter of the Northwest Quarter lying North and East of the public road, in Section 29, Township 24 North, Range 13 East. All of the above described land containing 195 acres, more or less. Less and except mineral and mining rights. Situated in Chilton County, Alabama.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers') existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ AND THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 13 EAST, CHILTON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ALABAMA HIGHWAY 155 (100-FOOT WIDE RIGHT-OF-WAY), SAID POINT BEING LOCATED 730.77 FEET, MORE OR LESS AS MEASURED IN A SOUTHEASTERLY DIRECTION ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF ALABAMA HIGHWAY 155, FROM THE INTERSECTION OF SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND THE NORTHERN LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 29; THENCE, LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF ALABAMA HIGHWAY 155 AND RUNNING, SOUTH $00^{\circ}38'53''$ WEST, 695.26 FEET TO A POINT; THENCE, SOUTH $84^{\circ}32'17''$ EAST, 95.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, SOUTH $05^{\circ}27'43''$ WEST, 100.00 FEET TO A POINT; THENCE, NORTH $84^{\circ}32'17''$ WEST, 100.00 FEET TO A POINT; THENCE, NORTH $05^{\circ}27'43''$ EAST, 100.00 FEET TO A POINT; THENCE, SOUTH $84^{\circ}32'17''$ EAST, 100.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.2296 ACRES (10,000 SQUARE FEET), MORE OR LESS.


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EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

UTILITY

TOGETHER WITH A 10-FOOT WIDE UTILITY EASEMENT LYING AND BEING IN THE SOUTHWEST ¼ OF THE NORTHWEST ¼ AND THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 13 EAST, CHILTON COUNTY, ALABAMA AND BEING SCRIBED BY THE FOLLOWING CENTERLINE DATA:

BEGINNING AT A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ALABAMA HIGHWAY 155 (100-FOOT WIDE RIGHT-OF-WAY), SAID POINT BEING LOCATED 730.77 FEET, MORE OR LESS AS MEASURED IN A SOUTHEASTERLY DIRECTION ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF ALABAMA HIGHWAY 155, FROM THE INTERSECTION OF SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND THE NORTHERN LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 29; THENCE, LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF ALABAMA HIGHWAY 155 AND RUNNING, SOUTH 00°38'53" WEST, 695.26 FEET TO THE ENDING AT A POINT.

ACCESS AND UTILITY

TOGETHER WITH A 20-FOOT WIDE INGRESS-EGRESS EASEMENT LYING AND BEING IN THE SOUTHWEST ¼ OF THE NORTHWEST ¼ AND THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 13 EAST, CHILTON COUNTY, ALABAMA AND BEING SCRIBED BY THE FOLLOWING CENTERLINE DATA:

BEGINNING AT A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ALABAMA HIGHWAY 155 (100-FOOT WIDE RIGHT-OF-WAY), SAID POINT BEING LOCATED 154.50 FEET, MORE OR LESS AS MEASURED IN A SOUTHEASTERLY DIRECTION ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF ALABAMA HIGHWAY 155, FROM THE INTERSECTION OF SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND THE NORTHERN LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 29; THENCE, LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF ALABAMA HIGHWAY 155 AND RUNNING, SOUTH 39°25'02" WEST, 21.67 FEET TO A POINT; THENCE, 65.51 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 154.88 FEET AND BEING SCRIBED BY A CHORD BEARING SOUTH 27°17'59" WEST, 65.02 FEET TO A POINT; THENCE, 182.90 FEET ALONG THE ARC A CURVE TO THE RIGHT HAVING A RADIUS OF 442.33 FEET AND BEING SCRIBED BY A CHORD BEARING SOUTH 27°01'40" WEST, 181.60 FEET TO A POINT; THENCE, 235.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 624.68 FEET AND BEING SCRIBED BY A CHORD BEARING SOUTH 65°11'07" WEST, 233.84 FEET TO A POINT; THENCE, SOUTH 75°58'21" WEST, 63.35 FEET TO A POINT; THENCE, NORTH 88°38'17" WEST, 384.64 FEET TO A POINT; THENCE, NORTH 73°03'55" WEST, 134.34 FEET TO A POINT; THENCE, 181.53 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 288.11 FEET AND BEING SCRIBED BY A CHORD BEARING SOUTH 88°53'04" WEST, 178.55 FEET TO A POINT; THENCE, SOUTH 70°50'03" WEST, 149.83 FEET TO A POINT; THENCE, SOUTH 74°31'32" WEST, 135.92 FEET TO A POINT; THENCE, SOUTH 80°02'26" WEST, 101.31 FEET TO A POINT; THENCE, SOUTH 67°35'22" WEST, 69.02 FEET TO A POINT; THENCE, 134.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 127.34 FEET AND BEING SCRIBED BY A CHORD BEARING SOUTH 35°09'15" WEST, 128.70 FEET TO A POINT; THENCE, 101.50 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 64.96 FEET AND BEING SCRIBED BY A CHORD BEARING SOUTH 43°04'25" EAST, 91.49 FEET TO A POINT; THENCE, SOUTH 65°43'27" EAST, 422.61 FEET TO A POINT; THENCE, SOUTH 61°44'24" EAST, 201.06 FEET TO A POINT; THENCE, SOUTH 53°29'14" EAST, 202.12 FEET TO A POINT; THENCE, SOUTH 51°53'41" EAST, 112.05 FEET TO A POINT; THENCE, SOUTH 58°31'02" EAST, 92.37 FEET TO A POINT; THENCE, SOUTH 53°23'16" EAST, 289.87 FEET TO A POINT; THENCE, 70.61 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 281.52 FEET AND BEING SCRIBED BY A CHORD BEARING SOUTH 60°34'24" EAST, 70.43 FEET TO A POINT; THENCE, SOUTH 67°45'31" EAST, 136.28 FEET TO A POINT; THENCE, 87.83 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET AND BEING SCRIBED BY A CHORD BEARING SOUTH 76°08'44" EAST, 87.52 FEET TO A POINT; THENCE, SOUTH 84°31'58" EAST, 40.98 FEET TO A POINT; THENCE, 62.08 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 130.00 FEET AND BEING SCRIBED BY A CHORD BEARING NORTH 81°47'14" EAST, 61.49 FEET TO A POINT; THENCE, NORTH 68°06'25" EAST, 15.56 FEET TO A POINT; THENCE, 109.05 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 291.50 FEET AND BEING SCRIBED BY A CHORD BEARING NORTH 78°49'27" EAST, 108.42 FEET TO A POINT; THENCE, NORTH 89°32'29" EAST, 42.70 FEET TO A POINT; THENCE, 112.68 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 130.03 FEET AND BEING SCRIBED BY A CHORD BEARING NORTH 64°42'56" EAST, 109.19 FEET TO A POINT; THENCE, 103.59 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 284.90 FEET AND BEING SCRIBED BY A CHORD BEARING NORTH 49°52'42" EAST, 103.02 FEET TO A POINT; THENCE, NORTH 60°17'25" EAST, 72.20 FEET TO THE ENDING AT A POINT.

This instrument is being filed as an accommodation only. It has not been examined as to its execution, insurability or effect on title.



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