



20170713000250320 1/8 \$332.00
Shelby Cnty Judge of Probate, AL
07/13/2017 02:30:01 PM FILED/CERT

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Damen R. Nisula, Esq.
ATC Site No: 414717
ATC Site Name: 167079
Assessor's Parcel No(s): 226140000015000

ATTENTION: PLEASE RETURN TO:
Cellco Partnership Group
20070313000111690, Std. 000
07/13/2017 3

Prior Recorded Lease Reference:

Date: 03-13-2007
Document No: 20070313000111690
State of Alabama
County of Shelby

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the 4th day of April, 2017 by and between **Aaron D. Sellers and Nell Sellers**, 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 Lease Agreement dated October 18, 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 December 31, 2071. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

Shelby County, AL 07/13/2017
State of Alabama
Deed Tax: \$296.00


25027505

ATC Site No: 414717
VZW Site No: 167079
Site Name: Brush Creek AL

MOLAM001

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: 474 Hwy 331, Columbiana, AL 35051; 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]


20170713000250320 2/8 \$332.00
Shelby Cnty Judge of Probate, AL
07/13/2017 02:30:01 PM FILED/CERT

ATC Site No: 414717
VZW Site No: 167079
Site Name: Brush Creek 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: Aaron D. Sellers
Print Name: Aaron D. Sellers
Date: 02-06-17

Signature: Celeste Fulmer
Print Name: Celeste Fulmer
Signature: Tammy L. Seale
Print Name: Tammy L. Seale

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Alabama

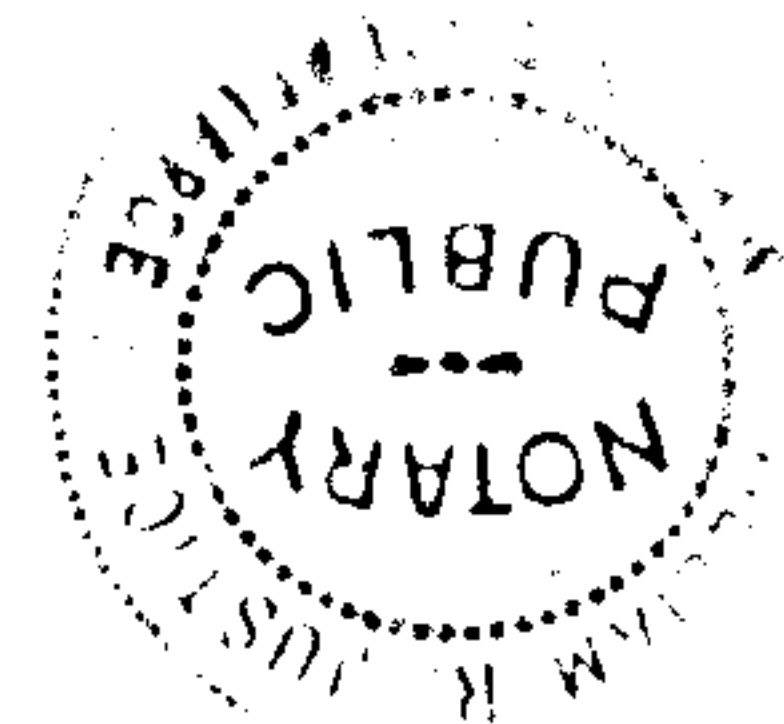
County of Shelby

On this 6th day of February, 2017, before me, William R. Justice the undersigned Notary Public, personally appeared Aaron D. Sellers, 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.

William R. Justice
Notary Public
Print Name: William R. Justice
My commission expires: 9-11-19

[SEAL]



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

20170713000250320 3/8 \$332.00
Shelby Cnty Judge of Probate, AL
07/13/2017 02:30:01 PM FILED/CERT

ATC Site No: 414717
VZW Site No: 167079
Site Name: Brush Creek AL

LANDLORD

2 WITNESSES

Signature: Nell Sellers
Print Name: Nell Sellers
Date: 02/06/2017

Signature: Celeste Fulmer
Print Name: Celeste Fulmer
Signature: Tammy L. Seale
Print Name: Tammy L. Seale

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Alabama

County of Shelby

On this 6th day of February, 2017, before me, William R. Justice
the undersigned Notary Public, personally appeared Nell Sellers, 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.

William R. Justice
Notary Public
Print Name: William R. Justice
My commission expires: 9-11-19

[SEAL]



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

20170713000250320 4/8 \$332.00
Shelby Cnty Judge of Probate, AL
07/13/2017 02:30:01 PM FILED/CERT

ATC Site No: 414717
VZW Site No: 167079
Site Name: Brush Creek AL

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

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

Signature: _____
Print Name: **Shawn Lanier**
Title: **Vice President - Legal**
Date: **4-4-2017**

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 4th day of April, 2017, before me, Nicole C. Montgomery
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.

Nicole C. Montgomery
Notary Public
Print Name: _____
My commission expires: 4/13/23

[SEAL]



NICOLE C. MONTGOMERY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 13, 2023

20170713000250320 5/8 \$332.00
Shelby Cnty Judge of Probate, AL
07/13/2017 02:30:01 PM FILED/CERT

ATC Site No: 414717
VZW Site No: 167079
Site Name: Brush Creek 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:

Parcel A:

A parcel of land in the North 1/2 of the NW 1/4, Section 14, Township 21 South, Range 2 West, described as follows: Begin at the Northwest corner of the NE 1/4 of the NW 1/4, Section 14, Township 21 South, Range 2 West, thence run South along the West line of said 1/4-1/4 Section a distance of 776.00 feet; thence turn an angle of 73 deg. 21 min. 23 sec. to the right and run a distance of 407.61 feet; thence turn an angle of 55 deg. 17 min. 43 sec. to the left and run a distance of 445.32 feet; thence turn an angle of 105 deg. 52 min. 40 sec. to the left and run a distance of 455.89 feet; thence turn an angle of 92 deg. 11 min. to the left and run a distance of 210.00 feet; thence turn an angle of 92 deg. 11 min. to the right and run a distance of 250.00 feet; thence turn an angle of 92 deg. 11 min. to the left and run a distance of 270.00 feet; thence turn an angle of 92 deg. 11 min. to the right and run a distance of 206.79 feet; thence turn an angle of 90 deg. 18 min. to the left and run a distance of 270.00 feet; thence turn an angle of 90 deg. 18 min. to the right and run a distance of 210 feet; thence turn an angle of 89 deg. 02 min. 28 sec. to the left and run a distance of 149.38 feet; thence turn an angle of 7 deg. 22 min. 16 sec. to the right and run a distance of 218.24 feet; thence turn an angle of 16 deg. 32 min. 16 sec. to the right and run a distance of 242.88 feet to the North line of said NE 1/4 of the NW 1/4; thence turn an angle of 114 deg. 52 min. 04 sec. to the left and run along the North line of said 1/4-1/4 section a distance of 761.16 feet to the point of beginning; being situated in the North 1/2 of the NW 1/4 of Section 14, Township 21 South, Range 2 West, Shelby County, Alabama.


20170713000250320 6/8 \$332.00
Shelby Cnty Judge of Probate, AL
07/13/2017 02:30:01 PM FILED/CERT

ATC Site No: 414717
VZW Site No: 167079
Site Name: Brush Creek AL

EXHIBIT A (continued)

Parcel B:

Commence at the Northeast corner of the SW 1/4 of the NW 1/4, Section 14, Township 21 South, Range 2 West, thence run West along the North line of said 1/4-1/4 section, a distance of 73.10 feet to the point of beginning; thence continue along the North line of said 1/4-1/4 section a distance of 455.89 feet; thence turn an angle of 74 deg. 07 min. 20 sec. to the left and run a distance of 19.95 feet; thence turn an angle of 85 deg. 39 min. 02 sec. to the left and run a distance of 92.70 feet to the North right of way to Shelby County Highway No. 26; thence turn an angle of 22 deg. 36 min. 00 sec. to the left and run along said Highway right of way a distance of 376.08 feet; thence turn an angle of 89 deg. 48 min. 38 sec. to the left and run a distance of 33.8 feet to the point of beginning; being situated in the SW 1/4 of the NW 1/4, Section 14, Township 21 South, Range 2 West, Shelby County, Alabama.

Parcel: 22 6 14 0 000 015.000


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 existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A parcel of land being part of a tract of land as recorded in Deed Book 354, Page 662 in the Office of the Judge of Probate for Shelby County, Alabama and lying in the Northwest Quarter of Section 14, Township 21 South, Range 2 West, said Shelby County and being more particularly described as follows:

Commence at the northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 14; thence S 00°15'18" E along the west line of said Northeast Quarter of the Northwest Quarter for a distance of 1338.28 feet to the southwest corner of said Northeast Quarter of the Northwest Quarter; thence N 88°04'18" W for a distance of 184.53 feet to a point; thence N 30°28'23" W for a distance of 23.87 feet to a 5/8" capped rebar set (SMW LS 19753) and the Point of Beginning; thence N 30°28'23" W for a distance of 100.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 58°31'37" E for a distance of 100.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 30°28'23" E for a distance of 100.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 58°31'37" W for a distance of 100.00 feet to the Point of Beginning. Said described parcel of land contains 0.23 acres, more or less.


20170713000250320 7/8 \$332.00
Shelby Cnty Judge of Probate, AL
07/13/2017 02:30:01 PM FILED/CERT

ATC Site No: 414717
VZW Site No: 167079
Site Name: Brush Creek AL

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 for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

The 30' ingress and egress and utility easement described in that certain Memorandum of Lease Agreement dated October 18, 2006, by and between Aaron D. Sellers and Neil Sellers, and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless, recorded on March 13, 2007, as Instrument No. 20070313000111680, in the Office of the Shelby County, AL Judge of Probate.

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



20170713000250320 8/8 \$332.00
Shelby Cnty Judge of Probate, AL
07/13/2017 02:30:01 PM FILED/CERT

ATC Site No: 414717
VZW Site No: 167079
Site Name: Brush Creek AL