

This Instrument Prepared By:  
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Crown Castle  
301 N. Cattlemen Road  
Suite 200  
Sarasota, Florida 34232

Return to:  
Crown Castle  
1220 Augusta Drive, Ste 500  
Houston, Texas 77057  
Attention: PEP Department

CRC-701512-R

75 year lease. \$8,755.00 per year  
STATE OF ALABAMA )

COUNTY OF SHELBY )

20171004000362130 1/6 \$176.00  
Shelby Cnty Judge of Probate, AL  
10/04/2017 12:12:14 PM FILED/CERT

Cross Reference to:  
Document No. 2000-17212  
Document No. 20061130000582010  
Document No. 20080926000382570  
Shelby County, Alabama Records

**AGREEMENT AND MEMORANDUM OF SECOND  
AMENDMENT TO OPTION AND LEASE AGREEMENT**

**THIS AGREEMENT AND MEMORANDUM OF SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT ("Memorandum")** made and entered into effective as of the last date of execution shown below, by and between **WILLIAM L. RASBERRY** (having a mailing address of 5267 Jameswood Lane, Birmingham, Alabama 35244) ("**LESSOR**"), and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, successor by merger to BellSouth Mobility LLC, a Georgia limited liability company, successor by corporate election with BellSouth Mobility Inc., a Georgia corporation (having a mailing address of Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, Georgia 30324) ("**TENANT**").

**WITNESSETH:**

**WHEREAS**, Sequoia Construction Company ("**Sequoia**") and **TENANT** entered into that certain Option and Lease Agreement dated March 23, 1995 (the "**Original Lease**"), covering certain real property, together with an easement for ingress, egress and utilities thereto, as described in **Exhibit "A"** attached hereto (the "**Property**"), which Lease was filed for record on May 5, 2000 in Instrument No. 2000-17212 in the Office of the Judge of Probate of Shelby County, Alabama (the "**MOL**");

**WHEREAS**, pursuant to that certain Corporation Form Warranty Deed dated November 21, 2006 and filed for record on November 31, 2006 as Document No. 20061130000582010 in the Office of the Judge of Probate of Shelby County, Alabama, **LESSOR** succeeded to the interest of Sequoia in, to and under the Original Lease and the Property;

**WHEREAS**, the Original Lease was amended by that certain First Amendment to Option and Lease Agreement dated March 26, 2008 (the "**First Amendment**" and together with the Original Lease, the "**Lease**"), a memorandum of which was recorded on November 26, 2008 as

Document No. 20080926000382570 in the Office of the Judge of Probate of Shelby County, Alabama;

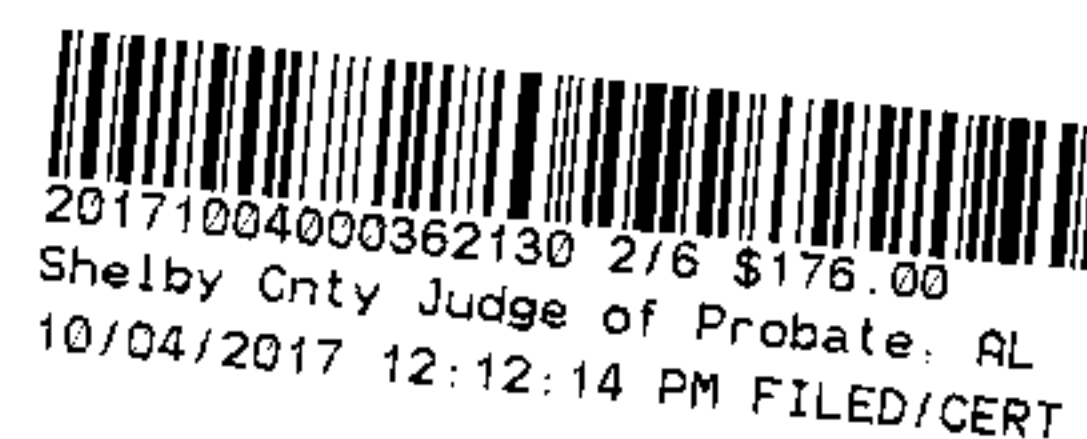
**WHEREAS**, the Lease has an original term (including all extension terms) that will terminate on June 30, 2055 (the “**Original Term**”); and

**WHEREAS**, effective as of the date of this Memorandum, LESSOR and TENANT have amended the Lease and desire to acknowledge, confirm and make record of the above-referenced amendment.

**NOW, THEREFORE**, LESSOR and TENANT hereby acknowledge and agree that the following accurately represents the Lease, as amended by that Second Amendment to Option and Lease Agreement dated as of the date hereof (the “**Amendment**”):

**MEMORANDUM OF SECOND AMENDMENT TO  
OPTION AND LEASE AGREEMENT**

Lessor:	William L. Rasberry, with a mailing address of 5267 Jameswood Lane, Birmingham, Alabama 35244.
Tenant:	New Cingular Wireless PCS, LLC with a mailing address of Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, Georgia 30324.
Property:	The real property leased by LESSOR to TENANT together with an easement for ingress and egress thereto is described in <b>Exhibit “A,”</b> attached to this Memorandum and incorporated herein by this reference.
Initial Lease Term:	For a term of five (5) years, beginning on July 1, 1995.
Expiration Date:	The first four (4) extensions having been exercised, if not otherwise extended or renewed, the Lease shall expire on June 30, 2020.
Right to Extend or Renew:	TENANT has the right to extend/renew the Lease as follows: nineteen (19) options to extend the Lease for a period of five (5) years each on the terms and conditions set forth in the Lease, as amended. If TENANT exercises all extensions/renewals, the final expiration of the Lease will occur on June 30, 2095.
Option to Purchase:	No.




Right of First Refusal: Yes.

Option for Additional Ground Space: Yes.

All of the terms, provisions, covenants and agreements contained in the Lease, as amended by the Amendment, 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. LESSOR and TENANT ratify, confirm and adopt the Lease, as amended by the Amendment, 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 Lease 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 Lease shall remain and continue in full force and effect. This Memorandum will be recorded in the applicable land records and is intended to provide notice to third parties of the Lease and any and all amendments thereto. The Lease 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 Lease or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Lease and/or any amendments thereto, the terms and conditions of the Lease and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Lease 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]**

  
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IN WITNESS WHEREOF, the parties have executed this Agreement and Memorandum of Second Amendment to Option and Lease Agreement effective as of the last date of execution shown below.

**LESSOR:**

William L. Rasberry  
**WILLIAM L. RASBERRY**

STATE OF ALABAMA )

Shelby COUNTY )


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **WILLIAM L. RASBERRY**, whose name is signed to the foregoing Agreement and Memorandum of Second Amendment to 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 Agreement and Memorandum of Second Amendment to Option and Lease Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 8<sup>th</sup> day of August, 2017.

Reverie Ray Autry  
Notary Public

My Commission Expires: 03/26/2019

[SEAL]

  
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**TENANT:**

**NEW CINGULAR WIRELESS PCS, LLC,**  
a Delaware limited liability company

By: AT&T Mobility Corporation,  
a Delaware corporation  
Its: Manager

By: [Signature] (SEAL)

Name: Gram Meadors

Its: AVP Sourcing Operations,  
Strategic Lease Management

STATE OF Georgia )

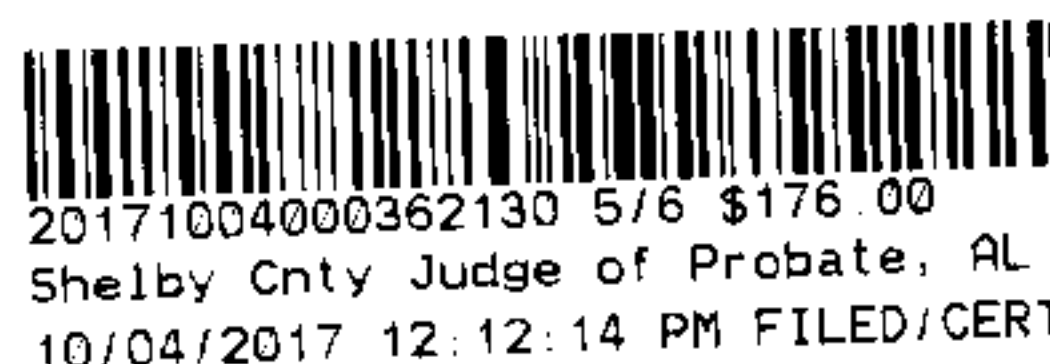
COUNTY OF Fulton )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, Gram Meadors, whose name as AVP Sourcing Operations, Strategic Lease Management of AT&T Mobility Corporation, Manager of **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, has signed the foregoing Agreement and Memorandum of Second Amendment to 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 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 28 day of August, 2017.

Clarence A. Rose  
Notary Public

My Commission Expires: 12/29/2020



## EXHIBIT "A"

A parcel of land situated in the SE 1/4 of the SE 1/4 of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows: Commence at a flat iron bar found at the Northwest corner of the SE 1/4 of the SE 1/4 of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama and run on a state plane bearing (Alabama West Zone State Plane Bearing NAD 83) of South 89°20'49" East along the North line of the SE 1/4 of the SE 1/4 of said Section 25 for a distance of 470.05 feet (deed 470.20 feet); thence 140°17'15" right (deed 140°16'30") and run South 50°56'26" West for a distance of 74.47 feet to an iron pin found in place (deed 74.50 feet) to the point of beginning of the property herein described; thence continue South 50°56'26" West for a distance of 26.33 feet; thence 71°41'06" left and run South 20°44'40" East for a distance of 91.72 feet; thence 90°00' left and run North 69°15'20" East for a distance of 25.00 feet; thence 90°00' left and run North 20°44'40" West for a distance of 100.00 feet to the point of beginning.

ALSO an easement being 20 feet in width for ingress, egress and utilities on, over and across part of the SE 1/4 of the SE 1/4 of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows: Commence at a flat iron bar found at the Northwest corner of the SE 1/4 of the SE 1/4 of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama and run on a state plane bearing (Alabama West Zone State Plane Bearing NAD 83) of South 89°20'49" East along the North line of the SE 1/4 of the SE 1/4 of said Section 25 for a distance of 470.05 feet (deed 470.20 feet); thence 140°17'15" right (deed 140°16'30") and run South 50°56'26" West for a distance of 111.33 feet to the point of beginning of the centerline of a 20 foot wide easement for ingress, egress and utilities and being 10 feet each side the following described centerline; thence 71°41'06" left and run South 20°44'40" East along said centerline for a distance of 88.41 feet to the beginning of a curve to the right, said curve to the right having a radius of 74.72 feet and a central angle of 37°00'; thence in a Southeasterly to Southwesterly direction along the arc of said curve to the right and said centerline for a distance of 48.25 feet to the end of said curve to the right and the beginning of a curve to the left, said curve to the left having a radius of 95.64 feet and a central angle of 37°00'; thence in a Southwesterly to Southeasterly direction along the arc of said curve to the left and said centerline for a distance of 61.76 feet to the end of said curve to the left; thence at tangent to said curve run South 20°44'40" East along said centerline for a distance of 86.71 feet to a point on the Northwesterly right of way line of Valleydale Terrace said point being the point of ending of the centerline of said easement being 20 feet in width for ingress, egress and utilities.



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