

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/Ryan Oatis, Esq.  
ATC Site No: 420819  
ATC Site Name: Magnolia AL  
Assessor's Parcel No(s): 217352001001000

**Prior Recorded Lease Reference:**

Document No: 20130826000346820  
State of Alabama  
County of Shelby

**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into on the 3<sup>rd</sup> day of December, 2018 by and between Carolyn B. Burkhalter ("**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 and Tenant entered into that certain Land Lease Agreement dated August 8, 2013 (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, 2068. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 420819  
VZW Site No: 260856  
Site Name: Magnolia AL

*McLendon*

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: Carolyn B. Burkhalter, 1339 Ferndale Drive, Auburn, AL 36832; 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]

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

LANDLORD

2 WITNESSES

Signature: Carolyn B. Burkhalter  
Print Name: **Carolyn B. Burkhalter**  
Date: 10.22.18

Signature: R. J. Burkhalter  
Print Name: R. J. Burkhalter  
Signature: S. Mark Bridges  
Print Name: S. MARK BRIDGES

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Alabama

County of Lee

On this 22 day of October, 2018, before me, the undersigned Notary Public, personally appeared Carolyn B. Burkhalter, 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.

Katie E. Campbell  
Notary Public  
Print Name: Katie E. Campbell  
My commission expires: 10/02/19




[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

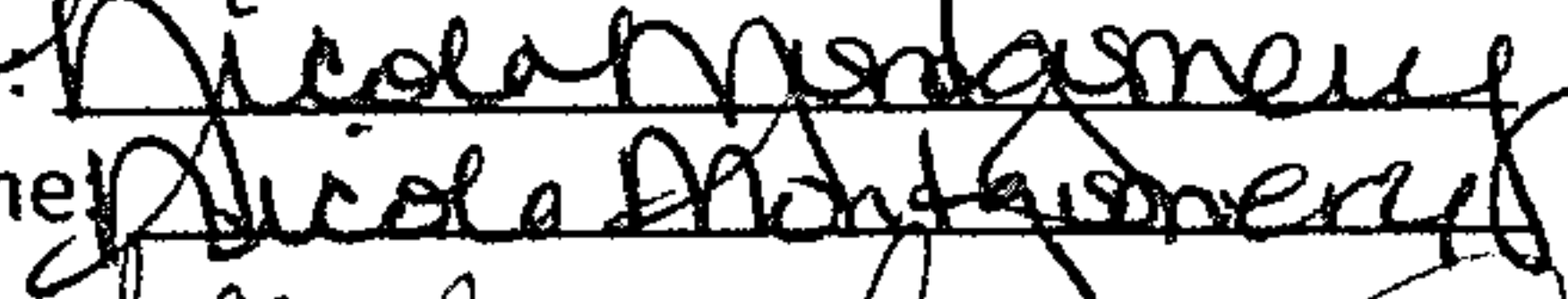
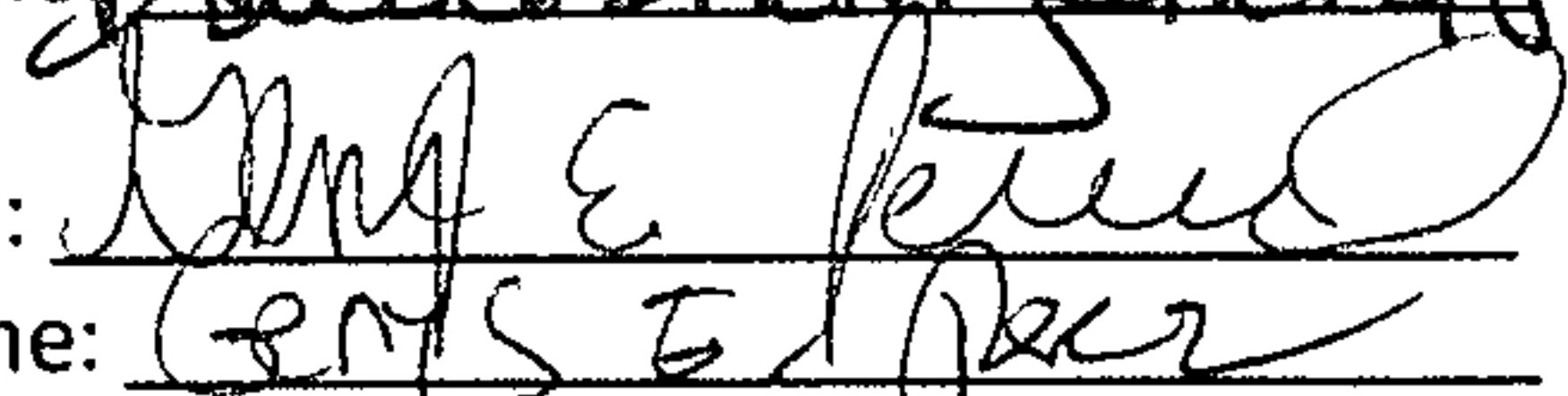
**TENANT**

**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: 12-3-2018

**WITNESS**

Signature:   
Print Name: Nicole Montgomery  
Signature:   
Print Name: GMS E. J. J. J.


**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this 3<sup>rd</sup> day of December, 2018, 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.

  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



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

[SEAL]

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 3:

The NE 1/4 of NW 1/4 of Section 35, Township 21 South, Range 1 West, except the following described parcel of land: Begin at the Northwest corner of said forty acres and run along the west line thereof south, 2 degrees and 15 minutes east, 545.7 feet; thence north, 78 degrees and 15 minutes east 248.2 feet; thence north 15 minutes east, 516.3 feet to the north line of said forty acres; thence along same south, 85 degrees and 15 minutes west 286.1 feet to the beginning point.

PARCEL 4:

N 1/2 of N 1/2 of SE 1/4 of NW 1/4 of Section 35, Township 21 South, Range 1 West.

Being Shelby County, AL tax parcel number 217352001001000.

EXHIBIT A (Continued)

**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) 10,000 square feet; (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 Section 35, Township 21 South, Range 1 West, City of Columbiana, Shelby County, Alabama, being more particularly described as follows:

To find the point of beginning, commence at the centerline intersection of Old Highway 25 (having a 66-foot right-of-way) and Jonesboro Circle (having an 80-foot right-of-way); thence leaving said intersection and running in a southerly direction along said centerline of Jonesboro Circle, 1602.19 feet to a point; thence leaving said centerline of Jonesboro Circle and running along a tie line, North 89°52'01" West, 40.00 feet to a point on the westerly right-of-way line of Jonesboro Circle; thence leaving said westerly right-of-way line of Jonesboro Circle and running, North 82°20'03" West, 57.12 feet to a point; thence, North 89°37'33" West, 15.00 feet to a point; thence, South 00°22'27" West, 50.00 feet to a point and the true POINT OF BEGINNING; Thence running, North 89°37'33" West, 100.00 feet to a point; Thence, North 00°22'27" East, 100.00 feet to a point; Thence, South 89°37'33" East, 100.00 feet to a point; Thence, South 00°22'27" West, 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, as shown in a survey prepared for Verizon Wireless by POINT TO POINT LAND SURVEYORS, INC. dated January 8, 2013, and last revised June 27, 2013.

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:

**Access and Utility Easement**

Together with a proposed 30-foot wide ingress-egress and utility easement lying and being in Section 35, Township 21 South, Range 1 West, City of Columbiana, Shelby County, Alabama, being described by the following centerline data:

To find the point of beginning, commence at the centerline intersection of Old Highway 25 (having a 66-foot right-of-way) and Jonesboro Circle (having an 80-foot right-of-way); thence leaving said intersection and running in a southerly direction along said centerline of Jonesboro Circle, 1602.19 feet to a point; thence leaving said centerline of Jonesboro Circle and running along a tie line, North 89°52'01" West, 40.00 feet to a point on the westerly right-of-way line of Jonesboro Circle and the true POINT OF BEGINNING; Thence leaving said westerly right-of-way line of Jonesboro Circle and running, North 82°20'03" West, 57.12 feet to a point; Thence, North 89°37'33" West, 15.00 feet to the ENDING at a point.

As shown in a survey prepared for Verizon Wireless by POINT TO POINT LAND SURVEYORS, INC. dated January 8, 2013, and last revised June 27, 2013.

**Turn-Around Easement**

Together with a proposed 30-foot wide turn-around easement lying and being in Section 35, Township 21 South, Range 1 West, City of Columbiana, Shelby County, Alabama, being described by the following centerline data:

To find the point of beginning, commence at the centerline intersection of Old Highway 25 (having a 66-foot right-of-way) and Jonesboro Circle (having an 80-foot right-of-way); thence leaving said intersection and running in a southerly direction along said centerline of Jonesboro Circle, 1602.19 feet to a point; thence leaving said centerline of Jonesboro Circle and running along a tie line, North 89°52'01" West, 40.00 feet to a point on the westerly right-of-way line of Jonesboro Circle; thence leaving said westerly right-of-way line of Jonesboro Circle and running, North 82°20'03" West, 57.12 feet to a point and the true POINT OF BEGINNING; Thence running, North 00°22'27" East, 15.00 feet to the ENDING at a point.

As shown in a survey prepared for Verizon Wireless by POINT TO POINT LAND SURVEYORS, INC. dated January 8, 2013, and last revised June 27, 2013.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
02/27/2019 09:25:02 AM  
\$137.50 CHARITY  
20190227000061350

*Allen S. Bayl*

ATC Site No: 420819  
VZW Site No: 260856  
Site Name: Magnolia AL