

Prepared by and return to:

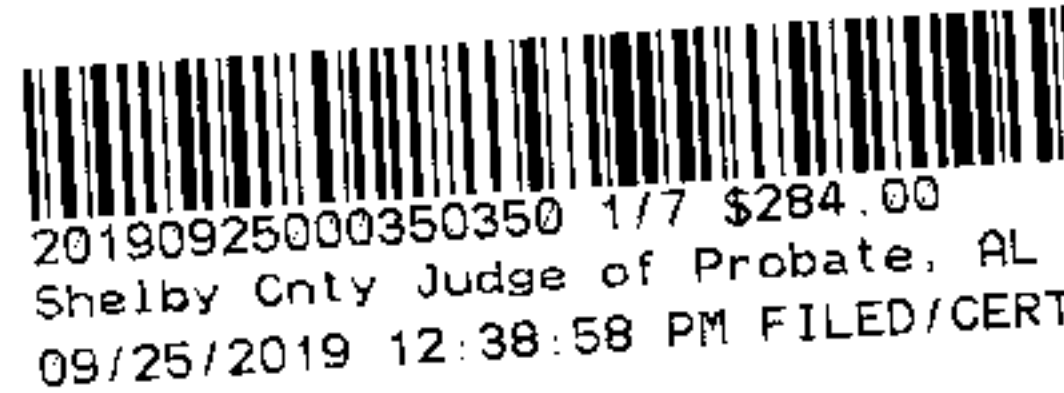
Rosenberg & Clark, LLC
400 Poydras Street, Suite 1680
New Orleans, LA 70130
Attn: Staci A. Rosenberg
(504) 620-5400

Shelby County, AL 09/25/2019
State of Alabama
Deed Tax: \$244.00

SOURCE OF TITLE:

Instrument No. 20100608000179940
Office of the Judge of Probate
Shelby County, Alabama

Re: Cell Site #: USID 220088
Cell Site Name: Bounds Lake
Fixed Asset #: 12919726
State: Alabama
County: Shelby



**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this 4th day of September, 2019, by and between M & R Properties, L.L.C., an Alabama limited liability company, having its principal office at 8085 Highway 26, Columbiana, AL 35051 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Option and Land Lease Agreement ("**Agreement**") on the 4th day of September, 2019, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with eight (8) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

M & R Properties, L.L.C.,
an Alabama limited liability company

By: 
Print Name: Richard T. Ray
Its: Managing Member
Date: 8/26/2019

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: William E. Hilver
Its: Attn: Mr. NE
Date: 9/14/19

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]



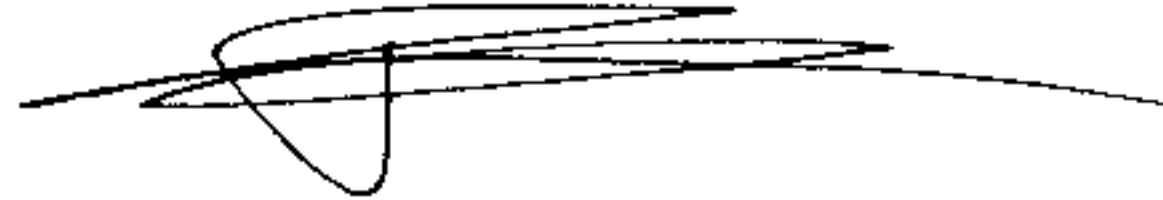
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Shelby Cnty Judge of Probate, AL
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TENANT ACKNOWLEDGMENT

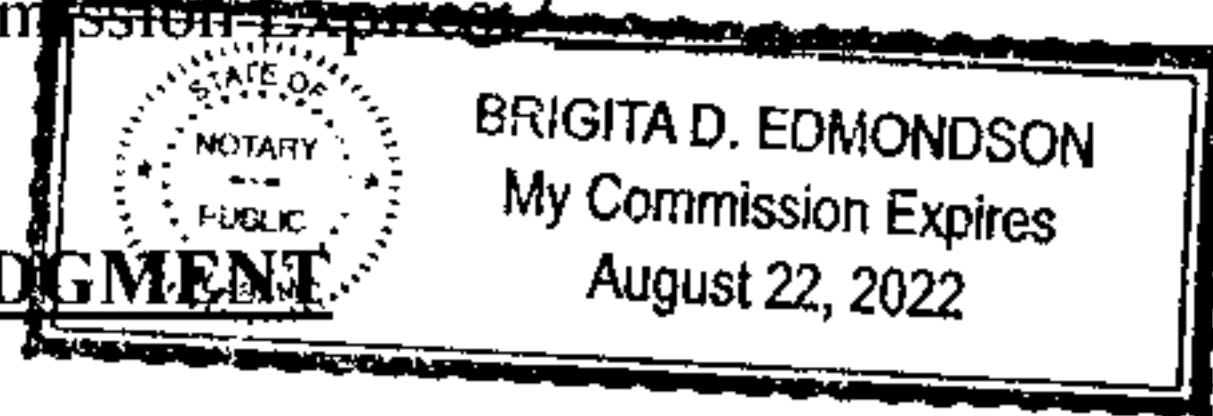
STATE OF Alabama

COUNTY OF Jefferson

On the 4th day of September, 2019, before me personally appeared William E. Hilyer and acknowledged under oath that he/she is the Area Mgr. NE of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Notary Public: Brigita D. Edmondson
My Commission Expires: August 22, 2022

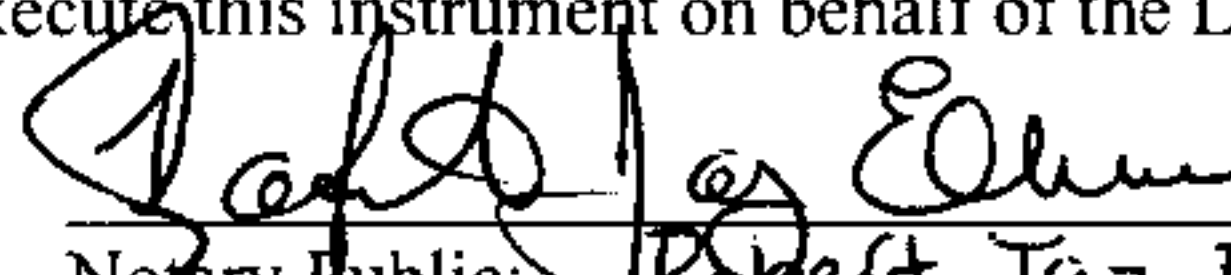


LANDLORD ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

On the 26 day of August, 2019, before me, personally appeared Richard T. Ray, who acknowledged under oath, that he is the Managing Member of M & R Properties, L.L.C., the Landlord named in the within instrument, and as such was authorized to execute this instrument on behalf of the Landlord.



Notary Public: Robert Jay Elmore
My Commission Expires: 6/20/22


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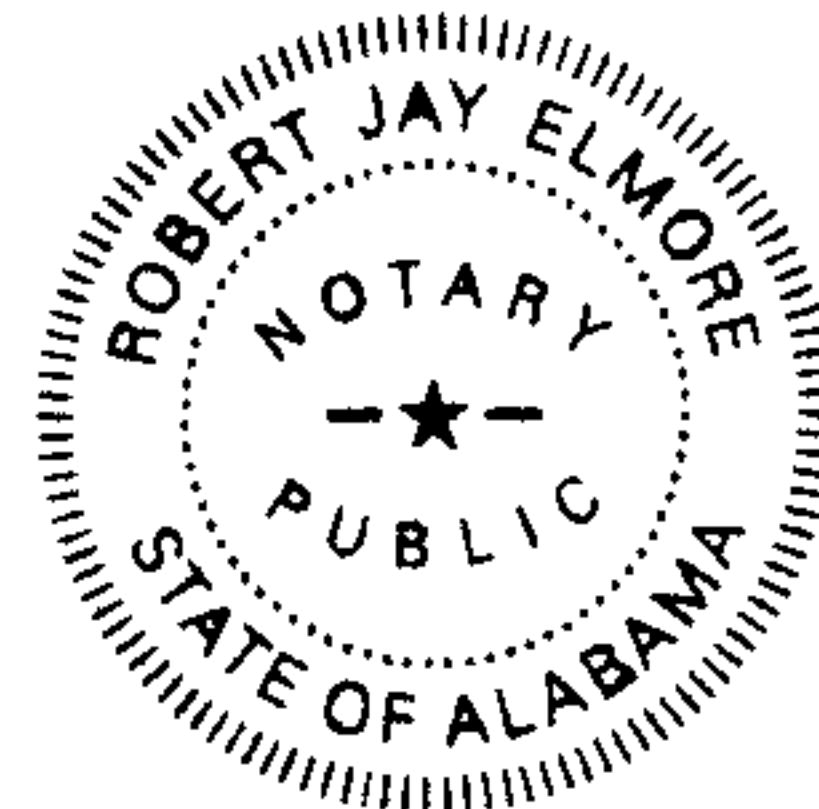


EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 3

to the Memorandum of Lease dated September 4th, 2019, by and between M & R Properties, L.L.C., an Alabama limited liability company, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

PARENT TRACT (Instrument No. 20100608000179940)

PARCEL 2:

Commence at the SW corner of the NW 1/4 of the NW 1/4 of Section 14, Township 21 South, Range 2 West, Shelby County, Alabama; thence North 02 degrees 10 minutes 23 seconds West, a distance of 453.52 feet; thence North 87 degrees 54 minutes 15 seconds East, a distance of 504.96 feet to the POINT OF BEGINNING; thence South 02 degrees 09 minutes 18 seconds East, a distance of 419.68 feet; thence South 80 degrees 20 minutes 58 seconds East, a distance of 107.81 feet; thence South 75 degrees 57 minutes 04 seconds East, a distance of 171.77 feet; thence North 17 degrees 05 minutes 25 seconds East, a distance 450.67 feet; thence North 13 degrees 47 minutes 21 seconds West, a distance of 193.85 feet; thence North 89 degrees 55 minutes 12 seconds West, a distance of 380.23 feet; thence South 02 degrees 09 minutes 18 seconds East, a distance of 140.51 feet to the POINT OF BEGINNING.

The Premises are described and/or depicted as follows:

80' x 80' LEASE AREA (AS-SURVEYED)

A portion of the M&R Properties LLC tract described in Instrument No. 20100608000179940 as recorded in the Office of the Judge of Probate for Shelby County, Alabama, being in the NW 1/4 of the NW 1/4 of Section 14, Township 21 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows;

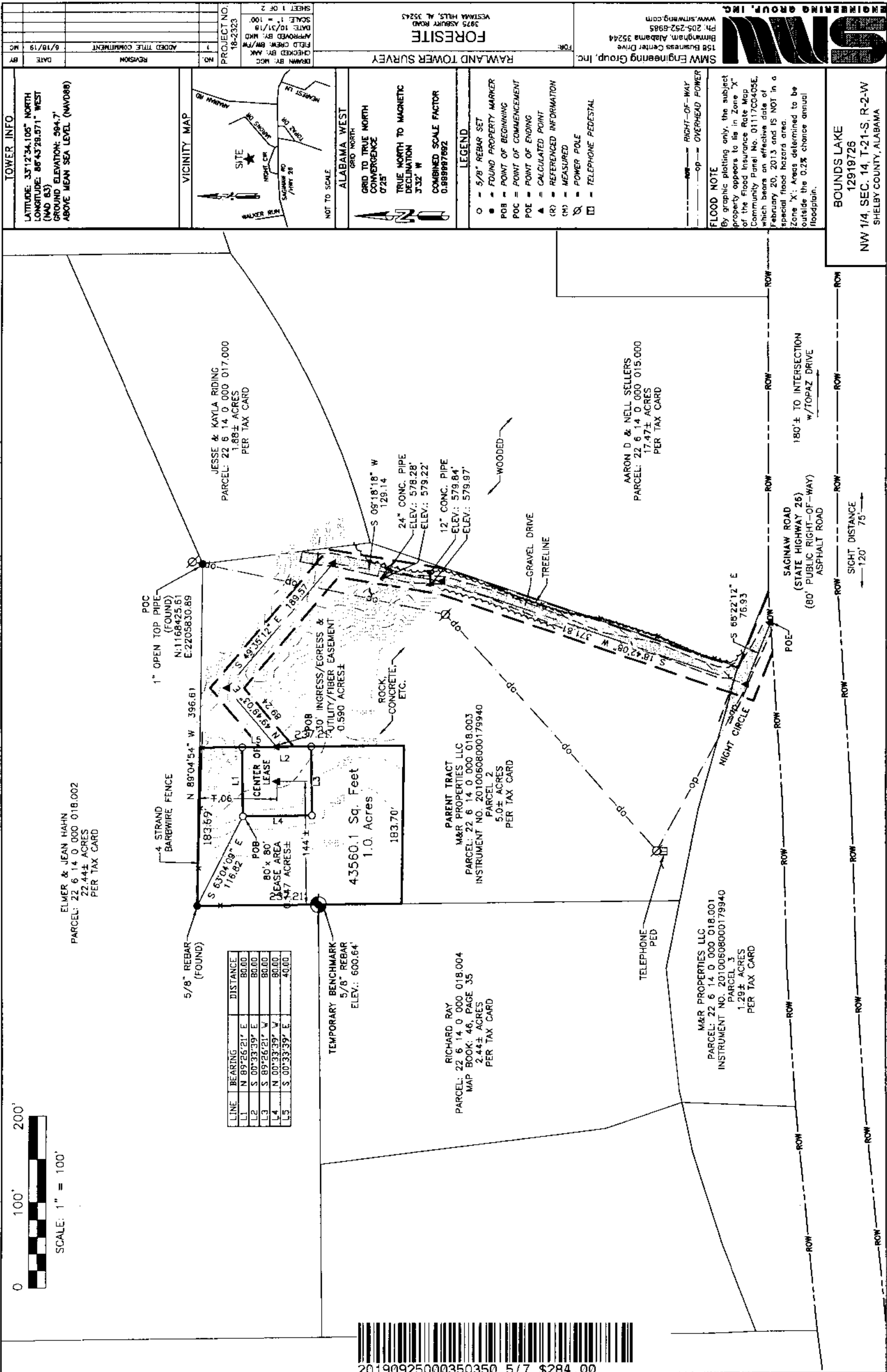
Commencing at a 1" open top pipe found (having Alabama West State Plane Coordinates of N:1168425.61, E:2205830.89) marking the NE corner of said M & R Properties LLC tract; thence N 89°04'54" W for a distance of 396.61 feet along the northerly line of said M & R Properties LLC tract to a 5/8" rebar found marking the NW corner of said tract; thence S 63°04'09" E for a distance of 116.82 feet to a 5/8" rebar set and the Point of Beginning; thence N 89°26'21" E for a distance of 80.00 feet to a 5/8" rebar set; thence S 00°33'39" E for a distance of 80.00 feet to a 5/8" rebar set; thence S 89°26'21" W for a distance of 80.00 feet to a 5/8" rebar set; thence N 00°33'39" W for a distance of 80.00 feet to the Point of Beginning. Said Lease area contains (6400.0 sq. ft.) 0.147 acres.

30' INGRESS/EGRESS & UTILITY/FIBER EASEMENT (AS-SURVEYED)

A portion of the M & R Properties LLC tract described in Instrument No. 20100608000179940 as recorded in the Office of the Judge of Probate for Shelby County, Alabama, being in the NW 1/4 of the NW 1/4 of Section 14, Township 21 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows;

Commencing at a 1" open top pipe found (having Alabama West State Plane Coordinates of N:1168425.61, E:2205830.89) marking the NE corner of said M & R Properties LLC tract; thence N 89°04'54" W for a distance of 396.61 feet along the northerly line of said M & R Properties LLC tract to a 5/8" rebar found marking the NW corner of said tract; thence S 63°04'09" E for a distance of 116.82 feet to a 5/8" rebar set; thence N 89°26'21" E for a distance of 80.00 feet to a 5/8" rebar set; thence S 00°33'39" E for a distance of 40.00 feet and the Point of Beginning of an Ingress/Egress & Utility Easement being 30 feet in width and lying 15 feet on each side of the following described centerline; thence N 49°49'03" E for a distance of 89.24 feet to a point; thence S 49°35'12" E for a distance of 189.57 feet to a point; thence S 09°18'18" W for a distance of 129.14 feet to a point; thence S 18°42'08" W for a distance of 371.81 feet to a point; thence S 68°22'12" E for a distance of 76.93 feet to a point on the northerly right-of-way line of Saginaw Road (State Highway 26) and the Point of Ending. Said easement contains (25700.5 sq. ft.) 0.590 acres, more or less.


20190925000350350 4/7 \$284.00
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SMW ENGINEERING GROUP, INC.
158 Business Center Drive
Birmingham, Alabama 35244
Ph: 205-252-6985
www.smweng.com

FORESITE
3975 ASBURY ROAD
VESTALIA HILLS, AL 35245

RAW AND TOWER SURVEY

PROJECT NO. 18-2323
DATE: 10/31/18
APPROVED BY: MKD
CHECKED BY: MKD
DRAWN BY: MKD
NO. 1
REVISION
DATE 8/18/19
BY MC

TOWER INFO
LATITUDE: 33°12'34.105" NORTH
LONGITUDE: 86°43'28.571" WEST
(NAD 83)
GROUND ELEVATION: 594.7'
ABOVE MEAN SEA LEVEL (NAVD88)

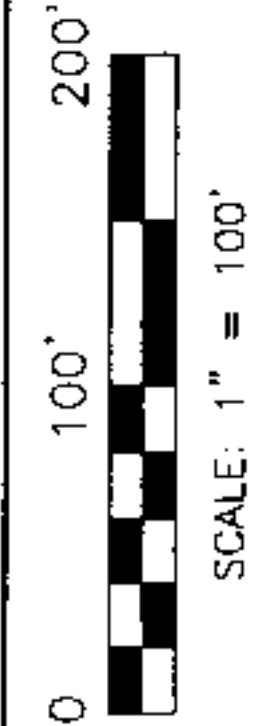
VICINITY MAP

ALABAMA WEST
GRID TO TRUE NORTH
CONVERGENCE
0725"
TRUE NORTH TO MAGNETIC
DECLINATION
3°32' W
COMBINED SCALE FACTOR
0.99997662

LEGEND
○ = 5/8" REBAR SET
● = FOUND PROPERTY MARKER
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
POE = POINT OF ENDING
▲ = CALCULATED POINT
(R) = REFERENCED INFORMATION
(M) = MEASURED
☒ = POWER POLE
☐ = TELEPHONE PEDESTAL

FLOOD NOTE
By graphic plotting only, the subject property appears to lie in Zone 'X' of the Flood Insurance Rate Map Community Panel No. 0117C0405E, which bears an effective date of February 20, 2013 and is NOT in a special flood hazard area.
Zone 'X': Areas determined to be outside the 0.2% chance annual floodplain.

BOUNDS LAKE
12919726
NW 1/4, SEC. 14, T-21-S, R-2-W
SHELBY COUNTY, ALABAMA



20190925000350350 5/7 \$284.00
Shelby Cnty Judge of Probate, AL
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PARCEL 2:

80' x 80' LEASE AREA (AS-SURVEYED)

Commencing at a 1" open top pipe found (having Alabama West State Plane Coordinates of N:1686425.61, E:2205830.89) the NE corner of said M&R Properties LLC tract; thence N 89°04'54" W for a distance of 396.61 feet along the monthly line of said M&R Properties LLC tract to a 5/8" rebar found marking the NW corner of said tract; thence S 89°04'54" W for a distance of 116.82 feet to a 5/8" rebar set; and the Point of Beginning; thence N 89°26'21" E for a distance of 80.00 feet to a 5/8" rebar set; thence S 00°33'39" E for a distance of 80.00 feet to a 5/8" rebar set; thence S 89°26'21" W for a distance of 80.00 feet to a 5/8" rebar set; thence S 00°33'39" E for a distance of 80.00 feet to a 5/8" rebar set; thence S 89°26'21" W for a distance of 80.00 feet to the Point of Beginning. said Lease area contains (64000.0 sq. ft.) 0.147 acres.

A portion of the M&R Properties LLC tract described in Instrument No. 201100608000179940 as recorded in the Office of the Judge of Probate for Shelby County, Alabama, being in the NW 1/4 of the NW 1/4 of the NW 1/4 of Section 14, Township 21 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commencing at a 1" open top pipe found (having Alabama West State Plane Coordinates of N1168425.61, E22050630.89) marking the NE corner of said M&R Properties LLC tract; thence N 89°04'54" W for a distance of 356.61 feet along the northerly line of said M&R Properties LLC tract to a 5/8" rebar found marking the NW corner of said tract; thence S 89°04'54" W for a distance of 356.61 feet to a 5/8" rebar set; thence N 89°26'21" E for a distance of 80.00 feet to a 5/8" rebar set; thence S 00°33'39" E for a distance of 40.00 feet and the Point of Beginning of an Ingress/Egress & Easement being 30 feet in width and lying 15 feet on each side of the following described centerline; thence N 89°04'54" E for a distance of 89.24 feet to a point; thence S 49°35'12" E for a distance of 189.57 feet to a point; thence N 05°18'18" W for a distance of 129.14 feet to a point; thence S 18°42'08" W for a distance of 371.81 feet to a point; thence S 68°22'12" E for a distance of 76.93 feet to a point on the northerly right-of-way line of Saginaw Road (State Highway 26) and the Point of Ending. Said easement contains (25700.5 sq. ft.) 0.590 acres, more or less.

1. This is a Raw Land Tower Survey, made on the ground under the supervision of a Alabama Registered Land Surveyor.
2. The date of field survey is October 16, 2018.
3. The following surveying instruments were used at time of field visit: Nikon NPL-352, Total Station, Reflectorless and Hiper Legacy E RTK, CD 142.
4. Bearings are based on Alabama West State Plane Coordinates NAD 83 by GPS observation.
5. No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown.
6. Benchmarks used are a GPS Continuously Operating Reference Station, FID DL7329. Onsite benchmark is as shown herein.
7. Measurements shown are in feet and refer to NAD 83.
8. This survey was conducted for the purpose of a Raw Land Tower Survey, only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.
9. Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.
10. This survey was conducted with the benefit of an Abstract file search.
11. Surveyor hereby states the Geodetic Coordinates and the elevation shown for the proposed centerline of the tower are accurate to within +/- 20 feet horizontally and to within +/- 3 feet vertically (FAA Accuracy Code 1A).
12. Survey shown herein conforms to the Minimum Requirements as set forth by the State Board for a Class "A" Survey. Field data upon which this map or plat is based has a closure precision of not less than one-foot in 15,000 feet (1:15,000) and an angular error that does not exceed 10 seconds times the square root of the number of angles turned.
13. Field traverse was not adjusted.
14. This survey is not valid without the original signature and the original seal of a state licensed surveyor and mapper.
15. This survey does not constitute a boundary survey of the Parent Tract. Any parent tract property lines shown herein are based on supplied information and may not be field verified.

I certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Michael K. Davis
Alabama License No. 31571

BOUNDS LAKE
12919726
NW 1/4, SEC. 14, T-21-S, R-2-W
SHELBY COUNTY, ALABAMA

Exception No.	Instrument	Comment
1-8		Standard exceptions. Contain no survey matters.
9	Deed Vol. 267, Page 48	Unable to determine effects, supportive documents lack sufficient data to locate on survey.
10	Deed Vol. 130, Page 244 Deed Vol. 130, Page 245 Deed Vol. 230, Page 245	Unable to determine effects, supportive documents lack sufficient data to locate on survey. Document not provided.
11	Instrument 1995-14407	Unable to determine effects, supportive documents lack sufficient data to locate on survey.
12	Instrument 20100608000179940	Describes Parent tract, therefore is blanket in nature over the subject Lease areagand easement.

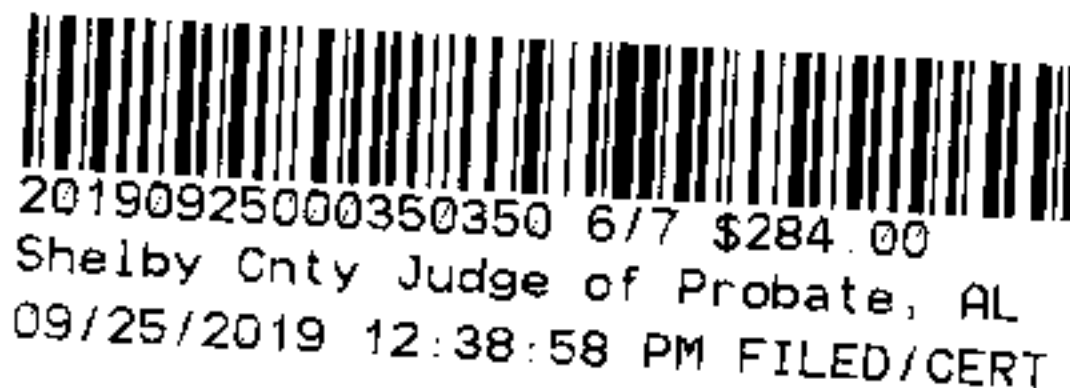
[illegible]

RAWLAND TOWER SURVEY

SMW Engineering Group, Inc.
58 Business Center Drive
Birmingham, Alabama 35244
Ph: 205-252-6985
www.smweng.com



SME
ENGINEERING GROUP, INC.



**CERTIFICATE OF AUTHORITY
OF THE MEMBERS OF
M & R PROPERTIES, L.L.C.**

The undersigned, being the sole members of M & R PROPERTIES, L.L.C., (the "Company"), hereby certify:

That Richard T. Ray be and he is hereby authorized, empowered and directed, for and on behalf of this Company, to enter into and execute an Option and Land Lease Agreement between the Company, (as "Landlord") and NEW CINGULAR WIRELESS PCS, LLC (as "Tenant") for a portion of Company's property identified as tax parcel 22-6-14-0-000-018.003, and located on Saginaw Road, in the Northwest Quarter of Section 14, Township 21 South, Range 2 West, in the County of Shelby, in the State of Alabama (the "Property") and further to execute all leases, agreements, options and any other such documents on such terms and conditions which he deems necessary and appropriate, in his sole discretion, and to execute any and all other documents and acts, including but not limited to acts of correction, deposit and ratification, in order to carry out the intent and purpose of this resolution.

Executed by the sole members on the dates stated herein below.

Date: 8/26/2019

Name: Richard T. Ray

Date: _____

Name: _____

Date: _____

Name: _____

Date: _____

Name: _____

