

Shelby County, AL 11/12/2019
State of Alabama
Deed Tax: \$271.50

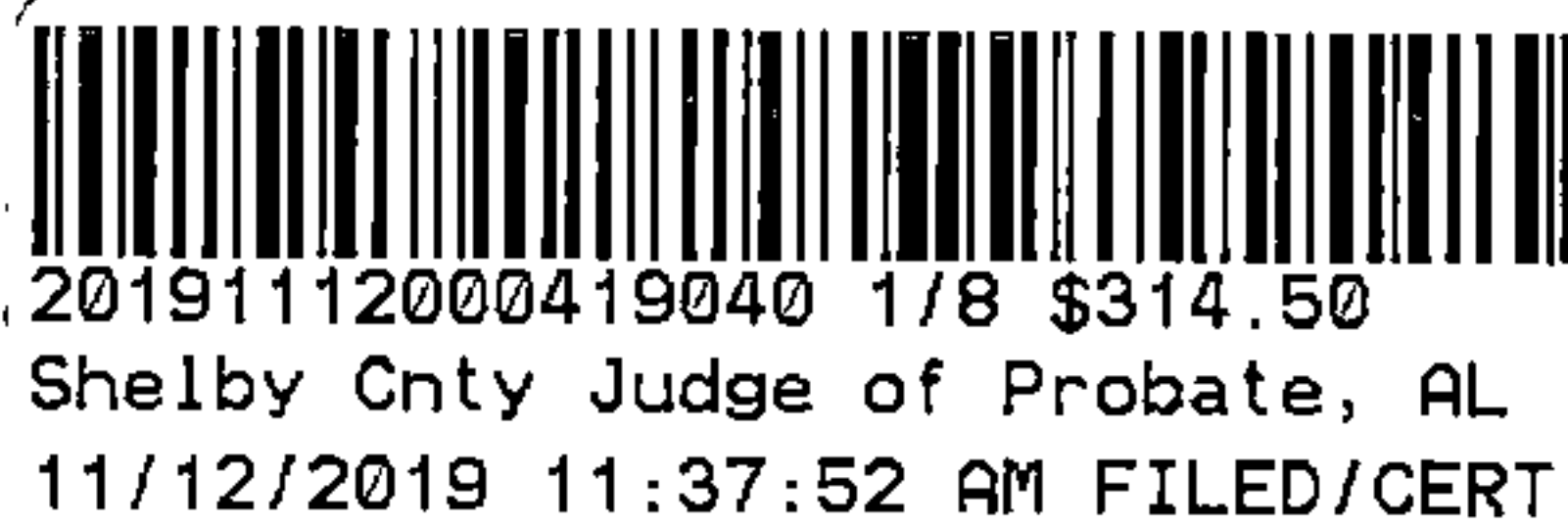
Prepared by and return to:

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

SOURCE OF TITLE:

Instrument No. 20080917000369530
Office of the Judge of Probate
Shelby County, Alabama

Re: Cell Site #: USID 154362
Cell Site Name: Calera East
Fixed Asset #: 12919727
State: Alabama
County: Shelby



**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this 31st day of October, 2019, by and between Darthy Hayworth and Douglas Hayworth, joint tenants with the right of survivorship, residing at 4922 Meadow Brook Way, Birmingham, AL 35242 (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 31st day of October, 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 nine (9) 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"

Darthy Hayworth

Darthy Hayworth

Date: 10/18/19

Douglas Hayworth

Douglas Hayworth

Date: 10-18-19

"TENANT"

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

By: AT&T Mobility Corporation

Its: Manager

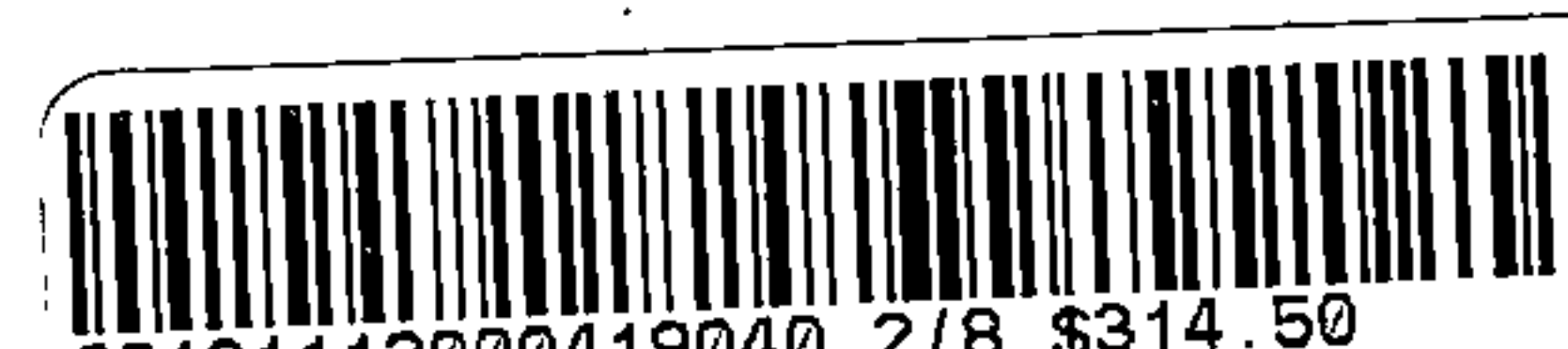
By: William E. Hilger

Print Name: William E. Hilger

Its: Area Manager

Date: 10/31/19

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]



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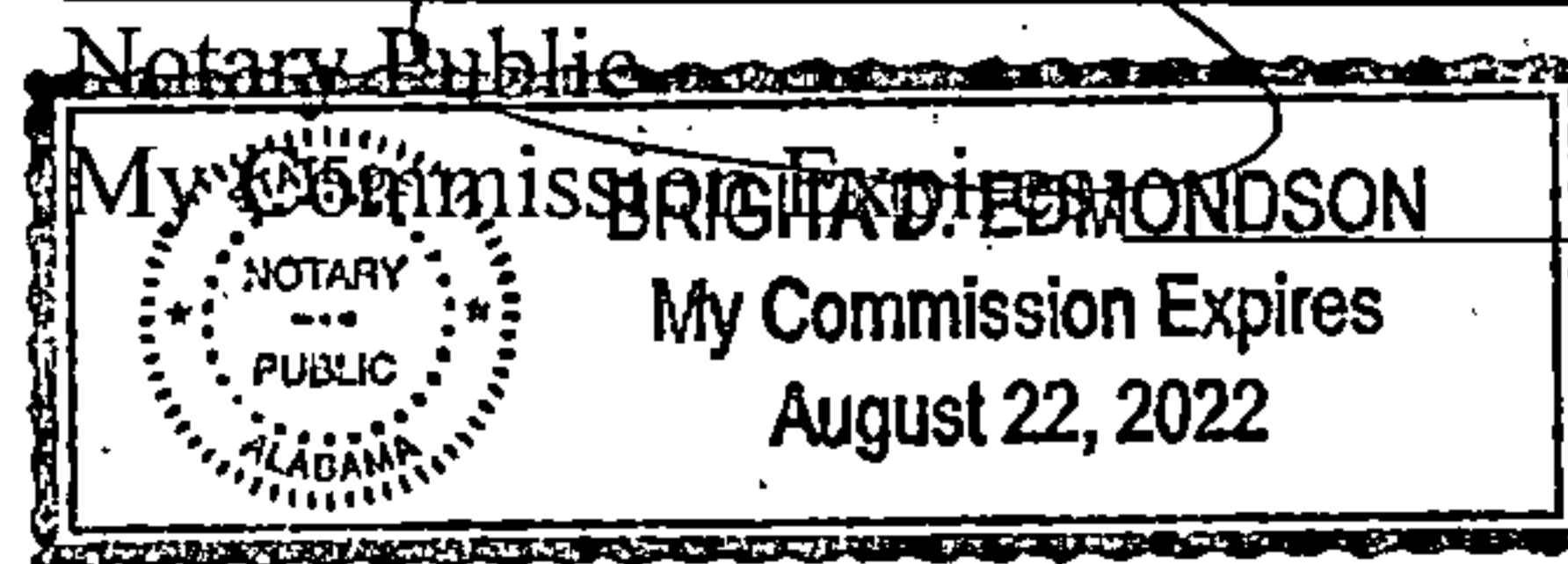
TENANT ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Jefferson

I, Brigita D. Edmondson, a Notary Public in and for said County in said State, hereby certify that William E. Hlyer whose name as the Area Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, is signed to the foregoing instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Given under my hand and seal this 3rd day of October, 2019.



[NOTARIAL SEAL]

LANDLORD ACKNOWLEDGMENT

STATE OF Alabama

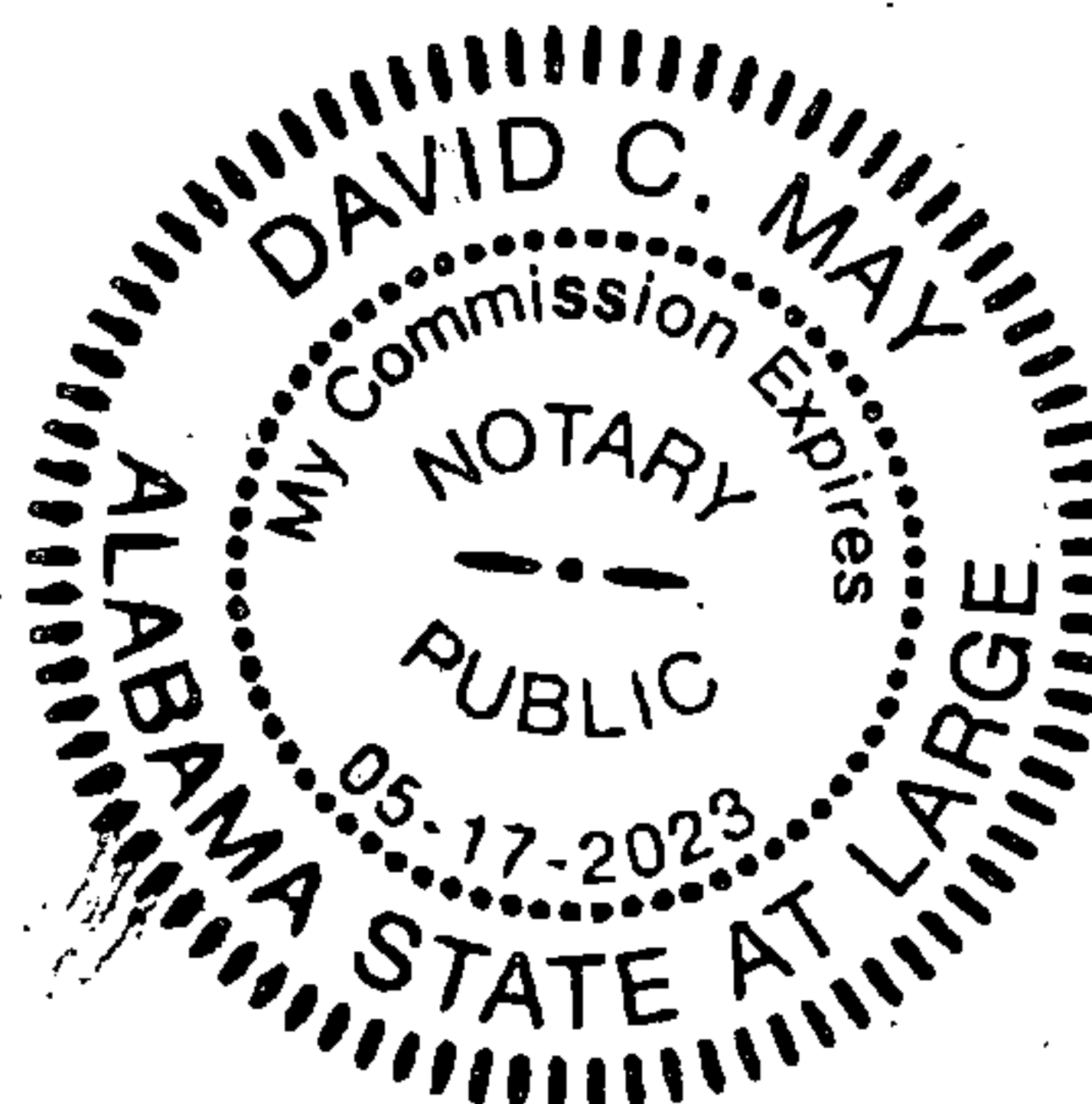
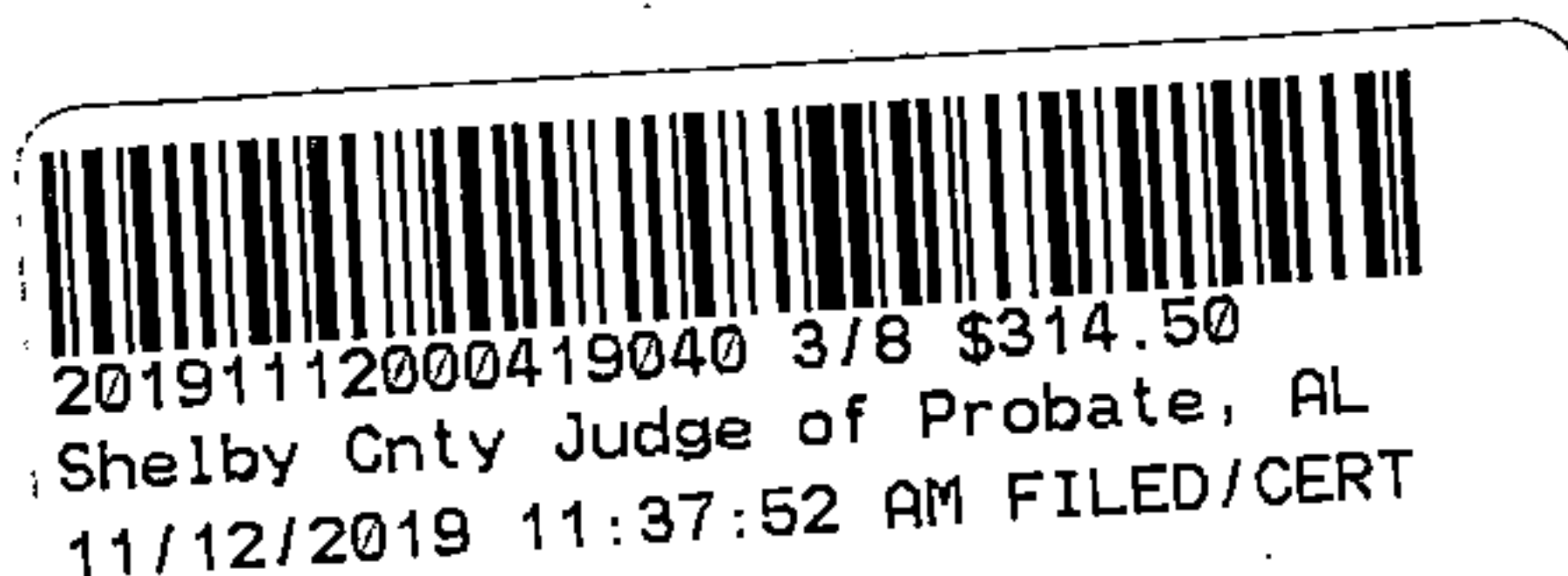
COUNTY OF Shelby

I, David C. May, a Notary Public in and for said County in said State, hereby certify that Darthy Hayworth, whose name is signed to the foregoing instrument and who is known to me, who acknowledged under oath, that she is the person named in the within instrument, and that she executed the same as her voluntary act and deed for the purposes therein contained.

Given under my hand and seal this 14 day of October, 2019.

David C. May
Notary Public
My Commission Expires: 5-17-2023

[NOTARIAL SEAL]



STATE OF Alabama

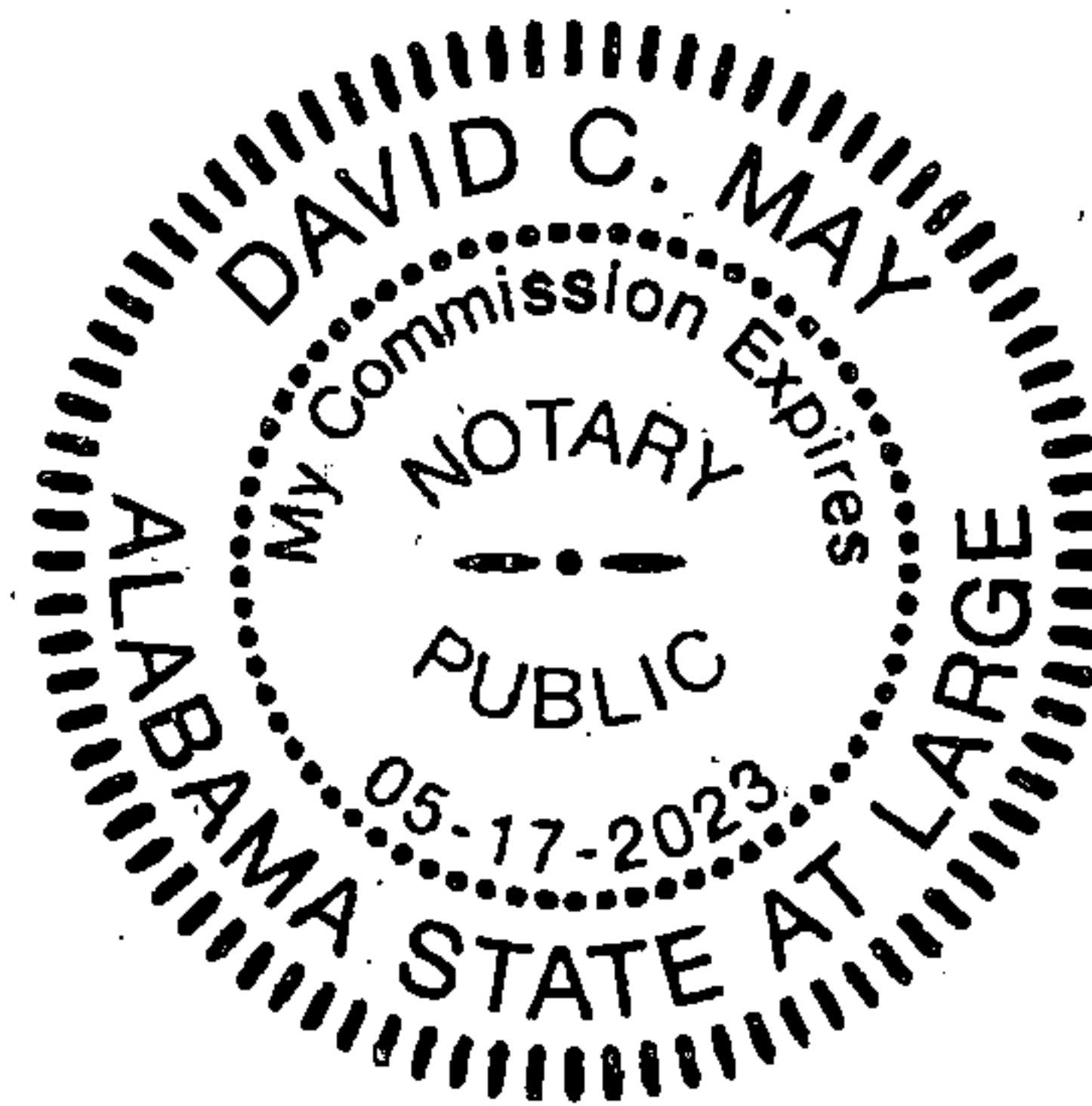
COUNTY OF Shelby

I, David C. May, a Notary Public in and for said County in said State, hereby certify that Douglas Hayworth, whose name is signed to the foregoing instrument and who is known to me, who acknowledged under oath, that he is the person named in the within instrument, and that he executed the same as his voluntary act and deed for the purposes therein contained.

Given under my hand and seal this 18 day of October, 2019.

David C. May
Notary Public
My Commission Expires: 5-17-2023

[NOTARIAL SEAL]



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EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 4

to the Memorandum of Lease dated October 31st, 2019, by and between Darthy Hayworth and Douglas Hayworth, joint tenants with the right of survivorship, 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: 20080917000369530) (FROM TITLE)

PARCEL 1:

A parcel of land located in the North 1/2 of the NE 1/4 of Section 12, Township 22 South, Range 2 West, Shelby County, Alabama, described as follows:

Begin at the SE corner of the NE 1/4 of the NE 1/4 of Section 12, Township 22 South, Range 2 West, Shelby County, Alabama, and run North 89 degrees 07 minutes 21 seconds West along the South line of said 1/4 - 1/4 and the North line of McMahon Highlands at Shelby Springs Farms as recorded in Map Book 28, Page 25 and Map Book 34. Page 72, a distance of 1378.69 feet; thence North 22 degrees 02 minutes 04 seconds West a distance of 526.43 feet; thence North 17 degrees 30 minutes 45 seconds East a distance of 115.94 feet; thence North 45 degrees 34 minutes 32 seconds East a distance of 409.34 feet to a point on the Southerly right of way of Tolleson Road being on a curve to the left having a central angle of 11 degrees 23 minutes 09 seconds, a radius of 471.65 feet, a chord of 93.57 feet along a bearing of North 62 degrees 19 minutes 22 seconds East; thence run along the arc of said right of way a distance of 93.73 feet to a point on a curve to the right having a central angle of 51 degrees 08 minutes 56 seconds, a radius of 83.26 feet, a chord of 71.88 feet along a bearing of North 82 degrees 12 minutes 15 seconds East; thence run along the arc of said right of way a distance of 74.33 feet to a point on a curve to the left having a central angle of 9 degrees 57 minutes 00 seconds, a radius of 1340.43 feet, a chord of 232.48 feet along a bearing of South 77 degrees 11 minutes 47 seconds East; thence run along the arc of said right of way a distance of 232.78 feet to a point on a curve to the right having a central angle of 6 degrees 54 minutes 39 seconds, a radius of 939.37 feet, a chord of 113.24 feet along a bearing of South 78 degrees 42 minutes 57 seconds East; thence run along the arc of said right of way a distance of 113.31 feet; thence tangent along said right of way a bearing of South 75 degrees 15 minutes 37 seconds East a distance of 186.86 feet to a point on a curve to the right having a central angle of 45 degrees 24 minutes 31 seconds, a radius of 268.76 feet, a chord of 207.47 feet along a bearing of South 52 degrees 33 minutes 22 seconds East; thence run along the arc of said right of way a distance of 213.00 feet; thence tangent along said right of way a bearing of South 29 degrees 51 minutes 07 seconds East a distance of 349.27 feet to a point on a curve to the left having a central angle of 19 degrees 05 minutes 40 seconds, a radius of 327.20 feet, a chord of 108.54 feet along a bearing of South 39 degrees 23 minutes 56 seconds East; thence run along the arc of said right of way a distance of 109.04 feet; thence tangent along said right of way a bearing of South 48 degrees 56 minutes 46 seconds East a distance of 225.07 feet; thence South 0 degrees 17 minutes 55 seconds West leaving said right of way a distance of 177.43 feet to the point of beginning.

The Premises are described and/or depicted as follows:

100'x100' LEASE AREA (AS SURVEYED)

A Lease Area being a part of that certain tract of land as described in Instrument Number 20080917000369530 as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the NE 1/4, Section 12, Township 22 South, Range 2 West, and being more particularly described as follows:

AT&T Site: Calera East (FA# 12919727)


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DESCRIPTION OF PROPERTY AND PREMISES

Page 2 of 4

COMMENCE at a capped rebar, marked RYS #21784, found marking a point on the Northwestern line of said tract of land at its Northwestern most intersection with Tolleson Road (40' public right-of-way); thence run S 14°26'22" E for a distance of 108.54 feet to a 5/8" rebar set and the POINT OF BEGINNING; thence run N 72°51'13" E for a distance of 80.00 feet to a 5/8" rebar set; thence run S 17°08'47" E for a distance of 80.00 feet to a point; thence run S 72°51'13" W for a distance of 80.00 feet to a 5/8" rebar set; thence run N 17°08'47" W for a distance of 80.00 feet to the POINT OF BEGINNING. Said lease area contains 6,400.00 square feet or 0.15 acres, more or less.

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

An easement being a part of that certain tract of land as described in Instrument Number 20080917000369530 as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the NE 1/4, Section 12, Township 22 South, Range 2 West, and being more particularly described as follows:

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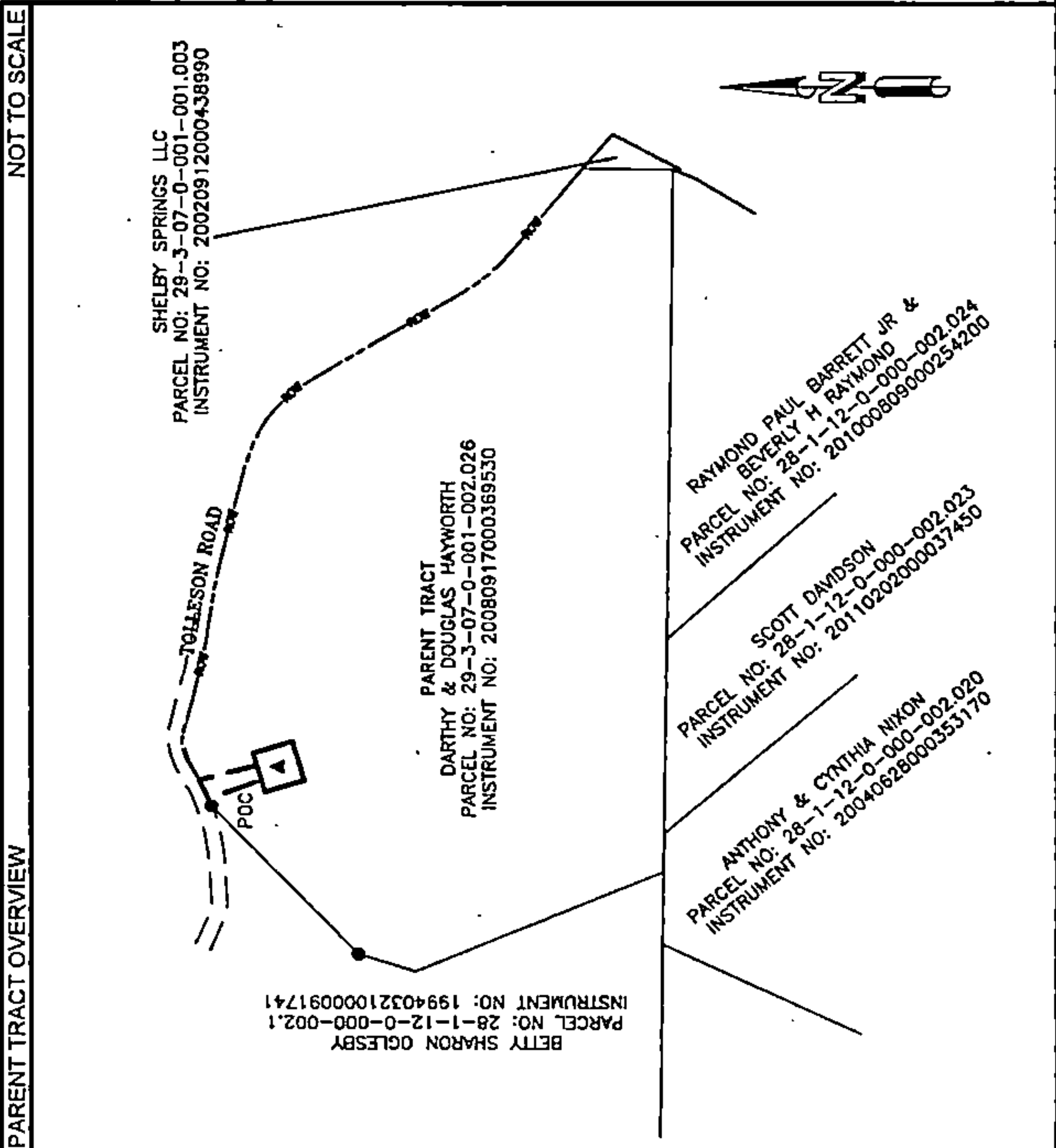


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SURVEYOR'S NOTES

1. This is a Rowland Tower Survey, made on the ground under the supervision of an Alabama Registered Land Surveyor. Date of field survey is December 30, 2018.
2. The following surveying instruments were used at time of field visit: Nikon NPL-352, Total Station, Reflectorless and Hiper + Legacy E RTK, 5D 1HZ.
3. Bearings are based on Alabama West State Plane Coordinates NAD 83 by GPS observation.
4. 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.
5. Benchmark used is a GPS Continuously Operating Reference Station, PID DL7329. Onsite benchmark is as shown hereon. Elevations shown are in feet and refer to NAVD 88.
6. This survey was conducted for the purpose of an Alabama 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.
7. 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.
8. This Survey was conducted with the benefit of an Abstract Title search.
9. 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).
10. Survey shown hereon conforms to the Minimum Requirements as set forth by the State Board for a Class "A" Survey. (1:15,000') and an angular error that does not exceed 10 seconds times the square root of the number of angles turned. Field traverse was not adjusted.
11. This survey is not valid without the original signature and the original seal of a state licensed surveyor and mapper.
12. This survey does not constitute a boundary survey of the Parent Tract. Any parent tract property lines shown hereon are from supplied information and may not be field verified.
13. Zoning: (as supplied by client)
14. Zoning District: A-1
- Surrounding Zoning: North-A-1, South-A-1, East-Calera, West-Montevello A-R
- Setbacks: Front: 40'
- Rear: 40'
- Side: 50' - 1 side can be 20'

PARENT TRACT OVERVIEW



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PLOTTABLE EXCEPTIONS
Chicago Title Insurance Company
Title Insurance Commitment No. 3673P-18
Date December 17, 2018 @ 8:00 am
Schedule B, Section II

Exception No.	Instrument	Comment
1-8	N/A	Standard exceptions. Contain no survey matters.
9	Right of Way Volume 239 Page 833	Unable to determine effects, supportive document lacks sufficient data to locate on survey.
10	Oil, Gas & Mineral Lease Volume 341 Page 386	Does affect lease area & access easement, is blanket in nature and is not shown hereon.
11	Easement to City of Calera Instrument 20030930000657420	Does affect the access easement, does not affect the lease area and is shown hereon.

SURVEYOR'S CERTIFICATION

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.

PRELIMINARY UNTIL FINALIZED WITH SIGNATURE AND SEAL

Michael K. Davis
Alabama License No. 31571

CALERA/EAST
12919727
NE 1/4, SEC. 12, T-22-S, R-2-W
SHELBY COUNTY, ALABAMA

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

FOR: RAWLAND TOWER SURVEY
FORESITE
3575 ASBURY ROAD
VESTAL HILLS, AL 35243

DRAWN BY: KJA
CHECKED BY: JPB
FIELD CREW: BB
APPROVED BY: MKO
DATE: 01/11/19
SCALE: N.T.S.
SHEET 2 OF 2

PROJECT NO.
13-1425.1

REVISION
DATE
BY

ADDRESSED TITLE
7/30/19
KM