



20240829000270400 1/8 \$354.00  
Shelby Cnty Judge of Probate, AL  
08/29/2024 01:21:17 PM FILED/CERT

**Prepared by and Return to:**

AT&T Mobility  
Cory Ford  
C/o Mastec Communications Group  
800 S. Douglas Road, 10th Floor  
Coral Gables, FL 33134

Re: Cell Site # ALL05427  
Cell Site Name: Calera East  
Fixed Asset # 12919727  
State: Alabama  
County: Shelby

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this 14<sup>th</sup> day of August, 2024, by and between Shelby Springs, LLC, an Alabama limited liability company, having a mailing address of 100 Applegate Court, Pelham, AL 35124 (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 14<sup>th</sup> day of August, 2024, 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. 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

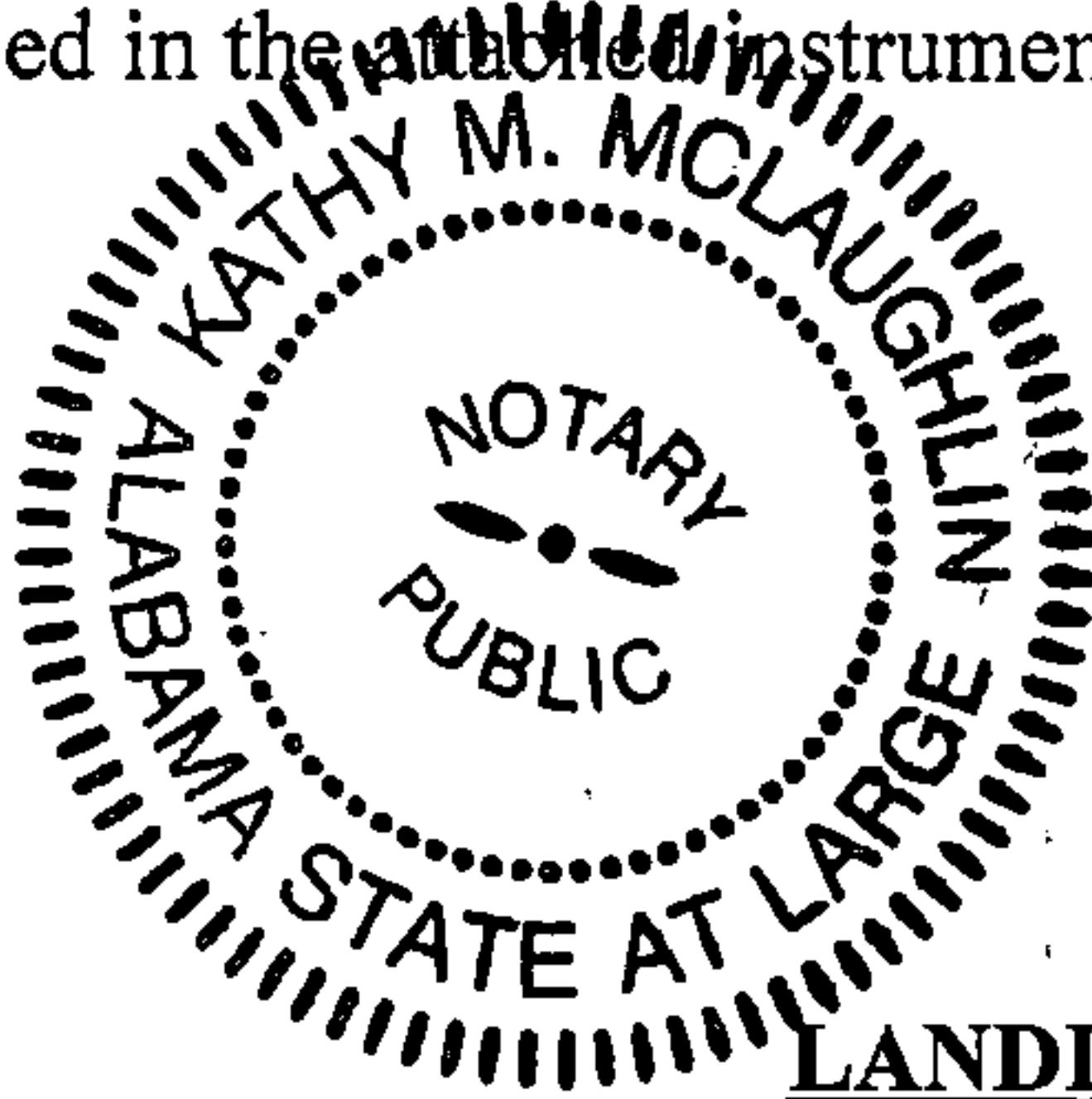
Shelby County, AL 08/29/2024  
State of Alabama  
Deed Tax:\$311.00

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**TENANT ACKNOWLEDGMENT**

STATE OF Alabama )  
COUNTY OF Jefferson ) ss:

On the 31 day of July, 2024, before me personally appeared Bryan Coleman, and acknowledged under oath that he/she is the Associate Director of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company the Tenant named in the ~~attached~~ instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Kathy M. McLaughlin  
Notary Public: Kathy M. McLaughlin  
My Commission Expires: 10-14-24

**LANDLORD ACKNOWLEDGMENT**

STATE OF Alabama )  
COUNTY OF St. Clair ) ss:

On the 14 day of August, 2024 before me, personally appeared Del Clayton, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Diandra O'Neal  
Notary Public: Diandra O'Neal  
My Commission Expires: 04/21/27



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

**LANDLORD:**

Shelby Springs, LLC,  
an Alabama limited liability company

By: *Del H*  
Print Name: Del Clayton  
Its: Manager  
Date: 8-14-2024

**TENANT:**

New Cingular Wireless PCS, LLC  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager  
By: *[Signature]*  
Print Name: Bryan Coleman  
Its: Associate Director  
Date: 7/31/2024

**[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]**





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## EXHIBIT 1

### DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of \_\_\_\_\_

to the Memorandum of Lease dated 8-14-2024, 2024, by and between Shelby Springs, LLC, 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:

#### 30' INGRESS-EGRESS & UTILITY EASEMENT AT&T NSB CALERA EAST 12919727

Together with a 30-foot wide Ingress-Egress and Utility Easement, measuring 15 feet each side of centerline, lying and being in the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 7, Township 22 South, Range 1 West, Shelby County, Alabama, and being a portion of the lands of Shelby Springs, LLC, being "Exhibit C" as recorded in Instrument No. 1999-49452, Shelby County records, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a  $\frac{1}{2}$ -inch capped rebar inscribed "R.C.F.A. CA0237LS" found at the western corner of Lot 30 of Shelby Spring Farms Subdivision, Camp Winn Sector 1, as shown on Map Book 24, Page 133, lying on the northeastern right-of-way line of Shelby County Highway No. 42, and having an Alabama Grid North, NAD 83, West Zone value of N: 1140352.0873 E: 2218239.1720; thence running along said right-of-way line, 60.04 feet along the arc of a curve to the right, having a radius of 6188.85 feet and being scribed by a chord bearing, North  $34^{\circ}40'44''$  West, 60.04 feet to a point and the true POINT OF BEGINNING; Thence leaving said right-of-way line and running, North  $58^{\circ}14'26''$  East, 53.09 feet to the ENDING at a point on the Lease Area.

Bearings based on Alabama Grid North, NAD 83, West Zone.

As shown in a survey prepared for AT&T by POINT TO POINT LAND SURVEYORS, INC. dated April 3, 2024.



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LEASE AREA  
AT&T  
NSB CALERA EAST  
12919727

All that tract or parcel of land lying and being in the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 7, Township 22 South, Range 1 West, Shelby County, Alabama, and being a portion of the lands of Shelby Springs, LLC, being "Exhibit C" as recorded in Instrument No. 1999-49452, Shelby County records, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a  $\frac{1}{2}$ -inch capped rebar inscribed "R.C.F.A. CA0237LS" found at the western corner of Lot 30 of Shelby Spring Farms Subdivision, Camp Winn Sector 1, as shown on Map Book 24, Page 133, lying on the northeastern right-of-way line of Shelby County Highway No. 42, and having an Alabama Grid North, NAD 83, West Zone value of N: 1140352.0873 E: 2218239.1720; thence running along said right-of-way line, 60.04 feet along the arc of a curve to the right, having a radius of 6188.85 feet and being scribed by a chord bearing, North  $34^{\circ}40'44''$  West, 60.04 feet to a point; thence leaving said right-of-way line and running, North  $58^{\circ}14'26''$  East, 53.09 feet to a point on the Lease Area; thence running along said Lease Area, North  $31^{\circ}45'34''$  West, 40.00 feet to a point and the true POINT OF BEGINNING; Thence, North  $58^{\circ}14'26''$  East, 80.00 feet to a point; Thence, South  $31^{\circ}45'34''$  East, 80.00 feet to a point; Thence, South  $58^{\circ}14'26''$  West, 80.00 feet to a point; Thence, North  $31^{\circ}45'34''$  West, 80.00 feet to a point and the POINT OF BEGINNING.

Bearings based on Alabama Grid North, NAD 83, West Zone.

Said tract contains 0.1469 acres (6,400 square feet), more or less, as shown in a survey prepared for AT&T by POINT TO POINT LAND SURVEYORS, INC. dated April 3, 2024.

The Premises are described and/or depicted as follows:



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