

SITE NAME: OWA / 475675

Upon Recording, Return to:

Rogers Lewis Jackson Mann & Quinn, LLC
P.O. Box 11803
Columbia, SC 29211

STATE OF ALABAMA)
)
COUNTY OF BALDWIN)

MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of Land Lease Agreement is made this _____ day of _____, 201_, between **the City of Foley, Alabama**, a municipal corporation, with a mailing address of 407 East Laurel Avenue, Foley, AL 36535, hereinafter referred to as "LESSOR", and **Verizon Wireless Personal Communications LP d/b/a Verizon Wireless**, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Land Lease Agreement (the "Agreement") on _____, 20_ for an initial term of 2 years, commencing on the Commencement Date. The Agreement shall automatically be extended for 4 additional 5 year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term.
2. In accordance with and subject to the Agreement, LESSOR grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR along Bender Road, in Foley, Alabama (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 109,728 square feet and are shown in detail on Exhibit "A" attached hereto and made a part hereof. LESSEE agrees and

acknowledge the Premises may be subject to certain existing encumbrances as shown in Exhibit "A".

In addition, LESSEE shall have the non-exclusive right of ingress and egress from Bender Road, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a right-of-way ("Easement"), which is depicted on Exhibit "A". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR

3. The Commencement Date of the Agreement, of which this is a Memorandum, is the first day of the month after the Effective Date.
4. NOTICE OF POTENTIAL TRANSFER. If at any time after the Effective Date of the Agreement, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises and/or Easement or any portion thereof or to acquire any interest in the Agreement, or an option for any of the foregoing, LESSOR shall, at least 30 days prior to LESSOR taking any official action to accept said offer, provide written notice to LESSEE of said offer as required by the Agreement.
5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[Signatures to Follow]

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

WITNESSES:

By: _____
Name: _____

LESSOR:

City of Foley

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

**Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless**

By: _____
Print Name: _____

By: _____
Name: Jason Leiker
Title: Director – Network Field Engineering
Date: _____

STATE OF ALABAMA)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, a Notary Public for said County and State, do hereby certify that _____ [NAME] personally came before me this day and acknowledged that s/he is the _____ [TITLE] of **the City of Foley, Alabama**, a municipal corporation, and s/he, being authorized to do so, executed the foregoing **Memorandum of Land Lease** as his/her own act and deed on behalf of **the City of Foley, Alabama**, a municipal corporation.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 201__.

Notary Public

My Commission Expires:

STATE OF TEXAS)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, _____, a Notary Public for said County and State, do hereby certify that Jason Leiker personally came before me this day and acknowledged that he is the Director – Network Field Engineering of Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, and that he, as Director – Network Field Engineering, being authorized to do so, executed the foregoing **instrument** on behalf of **Verizon Wireless Personal Communications LP d/b/a Verizon Wireless**.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 201__.

Notary Public

My Commission Expires:

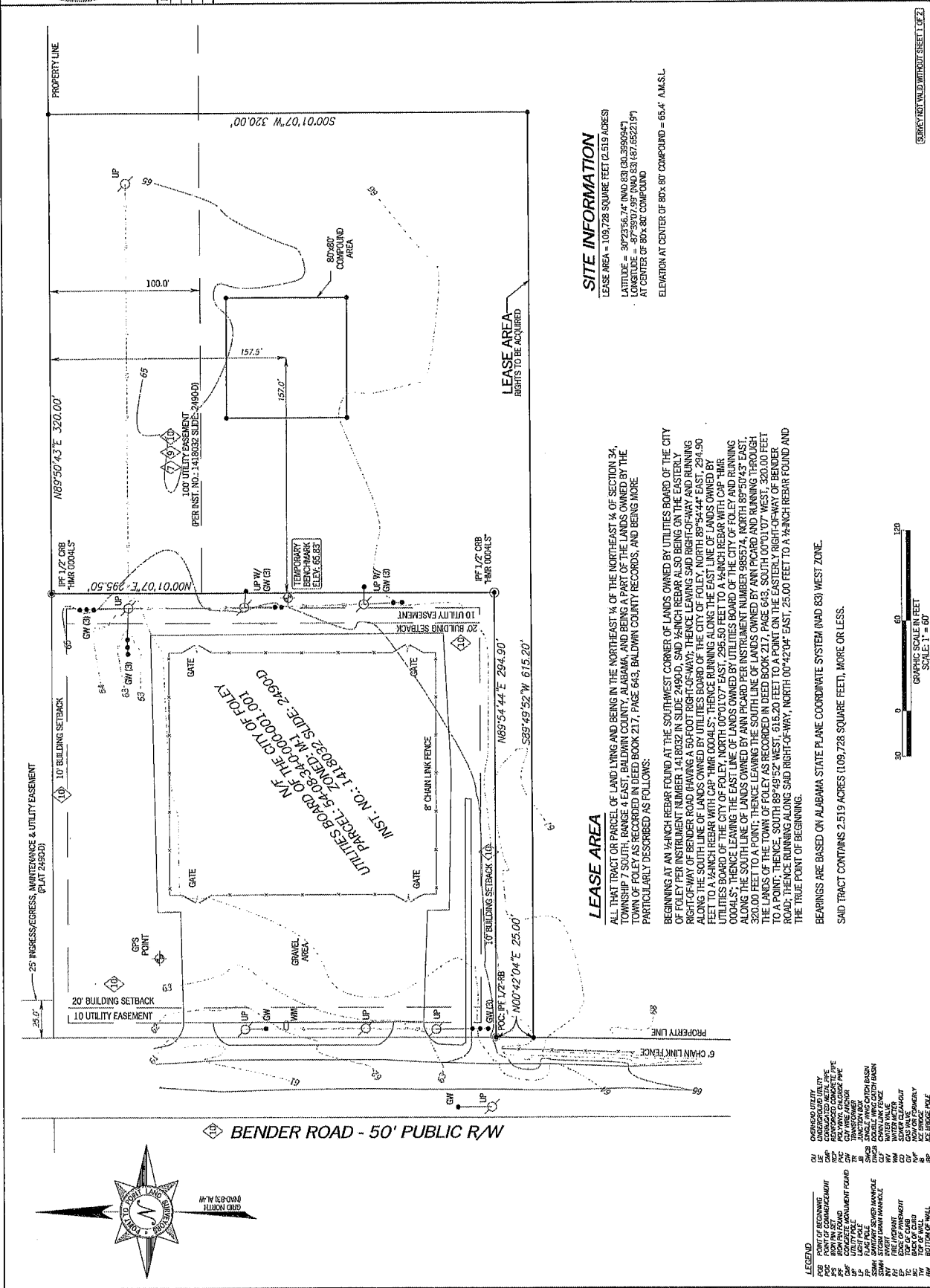
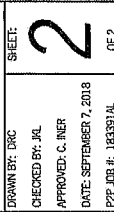
EXHIBIT A

DESCRIPTION OF PROPERTY:

PARENT PARCEL
N/F
TOWN OF FOLEY
PARCEL: 54-08-34-0-000-001.000
ZONED: M-1
DB: 217 PG: 643
INST. NO.: 1418036

DESCRIPTION OF THE PREMISES and EASEMENT: See Attached Survey.

NOTE: LESSEE's Premises may be referred to in the attached as "Lease Area"



LEASE AREA
VERIZON WIRELESS
OWA

All that tract or parcel of land lying and being in the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 34, Township 7 South, Range 4 East, Baldwin County, Alabama, and being a part of the lands owned by the Town of Foley as recorded in Deed Book 217, Page 643, Baldwin County records, and being more particularly described as follows:

BEGINNING at an $\frac{1}{2}$ -inch rebar found at the southwest corner of lands owned by Utilities Board of the City of Foley per Instrument Number 1418032 in Slide 2490-D, said $\frac{1}{2}$ -inch rebar also being on the easterly right-of-way of Bender Road (having a 50-foot right-of-way); Thence leaving said right-of-way and running along the south line of lands owned by Utilities Board of the City of Foley, North $89^{\circ}54'44''$ East, 294.90 feet to a $\frac{1}{2}$ -inch rebar with cap "HMR 0004LS"; Thence running along the east line of lands owned by Utilities Board of the City of Foley, North $00^{\circ}01'07''$ East, 295.50 feet to a $\frac{1}{2}$ -inch rebar with cap "HMR 0004LS"; Thence leaving the east line of lands owned by Utilities Board of the City of Foley and running along the south line of lands owned by Ann Picard per Instrument Number 985574, North $89^{\circ}50'43''$ East, 320.00 feet to a point; Thence leaving the south line of lands owned by Ann Picard and running through the lands of the Town of Foley as recorded in Deed Book 217, Page 643, South $00^{\circ}01'07''$ West, 320.00 feet to a point; Thence, South $89^{\circ}49'52''$ West, 615.20 feet to a point on the easterly right-of-way of Bender Road; Thence running along said right-of-way, North $00^{\circ}42'04''$ East, 25.00 feet to a $\frac{1}{2}$ -inch rebar found and the true POINT OF BEGINNING.

Bearings are based on Alabama State Plane Coordinate System (NAD 83) West Zone.

Said tract contains 2.519 acres (109,728 square feet), more or less, as shown in a survey prepared for Verizon Wireless by Point to Point Land Surveyors, Inc. dated September 7, 2018 and last revised October 24, 2018.

