

DOCH# 009119
FILED IN OFFICE
07/24/2019 11:15 AM
BK:3106 PG:422-429
MELBA SCOGGINS
CLERK OF SUPERIOR COURT
BARTOW COUNTY

RECEIVED
Clerk of Superior Court - Bartow Co. Ga
07/24/2019 10:50 AM

Upon Recording, Return to:
Idrissa Morgan, Paralegal
Troutman Sanders LLP
600 Peachtree Street, NE
Suite 3000
Atlanta, Georgia 30308-2210

Upon Recording, Return to:
Baker Donelson Bearman Caldwell &
Berkowitz, PC
420 20th Street N., Suite 1400
Birmingham, AL 35203
Attn: Mary Palmer

Cross Reference:

Deed Book 1072, Page 360
Deed Book 1072, Page 362
Bartow County, Georgia Records

STATE OF GEORGIA)
)
COUNTY OF BARTOW)

MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of Land Lease Agreement (the "Memorandum") is made this 6th day of May, 2019, between **BILLY JOE ROGERS** and **HELEN SUE ROGERS**, whose address is 448 Big Oak Tree Road, Adairsville, Georgia 30103 hereinafter collectively referred to as "LESSOR", and **VERIZON WIRELESS (VAW) LLC**, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey, 07920-1097, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

- LESSOR and LESSEE entered into a Land Lease Agreement (the "Agreement") on May 6th, 2019 for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for four (4) additional five (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 three (3) months prior to the end of the then current term.
- LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at 448 Big Oak Tree Road, Adairsville, Georgia 30103 and being described as a 100' x 100' feet parcel containing 10,000 square feet, as shown on the Tax Map of the County of Bartow, Georgia as a portion of Tax Parcel No. 0019-0073-005, and being part of that real property further described in Deed Book 1072, Pages 360 and 362 as recorded in the Office of the Clerk of Superior Court of Bartow County, Georgia together with the non-exclusive easement for ingress and egress from a public right of way, seven (7) days a week, twenty-four (24) hours a day, over the Property to and from the premises for the purpose of installation, operation and maintenance of LESSEE's communications

BK=3106 PG=423

equipment over or along a 30' foot wide easement. The premises and easement are hereinafter collectively referred to as the "Premises". The Premises are described in Exhibit A attached hereto and made a part hereof, and as shown on the plat of survey attached hereto and incorporated herein as Exhibit B. LESSEE may use the easements for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support devices. 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. Notwithstanding anything from to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 24 of the Agreement).

3. The Commencement Date of the Agreement, of which this is a Memorandum, is defined in the Agreement.
4. LESSEE has the right of first refusal to purchase the Premises during the initial term and all renewal terms of the Agreement.
5. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.
6. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole

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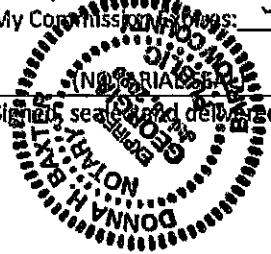

option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

7. 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 Commence on Following Page]

BK:3106 PG:425

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

<p>Signed, sealed and delivered in the presence of:</p> <p><u>Kelcey Mulledge</u> Witness</p> <p><u>Donna H. Bayler</u> Notary Public My Commission Expires: <u>7-18-2020</u></p> 	<p>LESSOR:</p> <p><u>Billy Joe Rogers</u> (SEAL) BILLY JOE ROGERS</p> <p>Date: <u>2-28-19</u></p>
<p>Signed, sealed and delivered in the presence of:</p> <p><u>Kelcey Mulledge</u> Witness</p> <p><u>Donna H. Bayler</u> Notary Public My Commission Expires: <u>7-18-2020</u></p> 	<p><u>Helene Sue Rogers</u> (SEAL) HELEN SUE ROGERS</p> <p>Date: <u>2-28-19</u></p>
<p>Signed, sealed and delivered in the presence of:</p> <p><u>John West</u> Witness</p> <p><u>Samantha Stacey</u> Notary Public My Commission Expires: <u>7.30.20</u></p> 	<p>LESSEE:</p> <p>VERIZON WIRELESS (VAW) LLC D/B/A VERIZON WIRELESS</p> <p>BY: <u>[Signature]</u> Jim Blake Director - Network Field Engineering</p> <p>Date: <u>5-6-19</u></p>

ENC=3106 PG=426

EXHIBIT A
[WRITTEN METES AND BOUNDS OF THE PREMISES
AND INGRESS/EGRESS AND UTILITY EASEMENT]

PROPERTY... (FROM TITLE)

All that tract or parcel of land lying and being in Land Lot 73 of the 15th District, 3rd Section, Bartow County, Georgia, being 26.67 acres, more or less, and being more particularly described on a certain plat of survey prepared by Johnny R. Knight, Georgia Registered Land Surveyor No. 1912, dated October 2, 1997, and being of record in Plat Book 45, Page 20, in the Office of the Clerk of Superior Court of Bartow County, Georgia, which recorded Plat is incorporated herein and by reference made a part of this description.

100' x 100' PREMISES. (AS-SURVEYED)

A portion of the Billy Joe Rogers and Helen Sue Rogers tract described in Book 1072, Page 360 as recorded in the Office of the Clerk of Superior Court of Bartow County, Georgia, being in Land Lot 73 of the 15th District, 3rd Section in said Bartow County, Georgia and being more particularly described as follows:

COMMENCING at a 5/8" rebar found marking the Southwest corner of Eric Taylor tract described in Book 1430, Page 547 as recorded in said Office of Clerk of Superior Court of Bartow County, Georgia and said 5/8" rebar having Georgia West State Plane Coordinates of N:1589485.44, E:2047463.87; Thence S 69°20'20" W a distance of 257.91 feet to a set 5/8" rebar and the POINT OF BEGINNING; Thence S 29°29'54" W a distance of 100.00 feet to a set 5/8" rebar; Thence N 69°30'08" W a distance of 100.00 feet to a set 5/8" rebar; Thence N 29°29'54" E a distance of 100.00 feet to a set 5/8" rebar; Thence S 69°30'06" E a distance of 100.00 feet to the POINT OF BEGINNING. Containing 10,000 square feet (0.23 acres) of land more or less.

30' EASEMENT

A portion of the Billy Joe Rogers and Helen Sue Rogers tract described in Book 1072, Page 360 as recorded in the Office of the Clerk of Superior Court of Bartow County, Georgia, being in Land Lot 73 of the 15th District, 3rd Section in said Bartow County, Georgia and being more particularly described as follows:

COMMENCING at a 5/8" rebar found marking the Southwest corner of Eric Taylor tract described in Book 1430, Page 547 as recorded in said Office of Clerk of Superior Court of Bartow County, Georgia and said 5/8" rebar having Georgia West State Plane Coordinates of N:1589485.44, E:2047463.87; Thence S 69°20'20" W a distance of 257.91 feet to a set 5/8" rebar; Thence S 29°29'54" W a distance of 50.00 feet to the POINT OF BEGINNING of an easement being 30 feet wide and lying 15 feet on each side of the following described centerline, Thence S 65°43'17" E a distance of 97.92 feet to a point; Thence with a curve turning to the right with an arc length of 109.34 feet, radius of 100.00 feet, chord bearing of S 34°23'55" E, chord length of 103.97 feet, delta angle 62°38'45" feet to a point; Thence S 03°04'32" E a distance of 134.81 feet to a point; Thence S 04°25'24" W a distance of 167.64 feet to a point; Thence S 28°03'56" W a distance of 63.81 feet more or less, to a point on the Northernly right-of-way line of Big Oak Tree Road (public right-of-way) and the POINT OF ENDING. Containing 17,156.40 square feet (0.39 acres) of land more or less.

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EXHIBIT B

[BOUNDARY SURVEY OF THE PREMISES
AND INGRESS/EGRESS AND UTILITY EASEMENT]

37083557v1

B-2

PROPERTY ... (FROM TITLE)

100 X 100 EASEMENTS (AS-SURRENDERED)

20' EASEMENT

PORTABLE EXCEPTIONS

Commitment for ...

Exception No.	Instrument	Remarks
1.	Deed Book 2024, Page 23	Does not affect subject lands and/or does not affect any system interest.
2.	Deed Book 2704, Page 49	Does not affect subject lands and/or does not affect any system interest.
3.	Deed Book 2304, Page 527	Does not affect subject lands and/or does not affect any system interest.
4.	Loan Book 151, Page 223	Constitute no easement interest.

MORTGAGES

NONE PROVIDED BY THE TITLE OF THIS SURVEY.

MONITORING CERTIFICATION

SURVEYOR'S CERTIFICATION

SHORELORD'S NOTES

1. This is an ...

2. The following ...

3. ...

4. ...

5. ...

6. ...

7. ...

8. ...

9. ...

10. ...

11. ...

12. ...

13. ...

14. ...

15. ...

Michael S. Pardee PLS #2776

Michael S. Pardee PLS # 2776

RAWL TOWER SURVEY

SPRINGSBAY LLC

PARCEL NUMBER: 0018-0077-002

PARCEL NUMBER: 0018-0077-014

PARCEL NUMBER: 0018-0077-012

PARCEL NUMBER: 0018-0077-004

PARCEL NUMBER: 0018-0077-005

PARCEL NUMBER: 0018-0077-006

PARCEL NUMBER: 0018-0077-007

PARCEL NUMBER: 0018-0077-008

PARCEL NUMBER: 0018-0077-009

PARCEL NUMBER: 0018-0077-010

PARCEL NUMBER: 0018-0077-011

PARCEL NUMBER: 0018-0077-012

PARCEL NUMBER: 0018-0077-013

PARCEL NUMBER: 0018-0077-014

PARCEL NUMBER: 0018-0077-015

PARCEL NUMBER: 0018-0077-016

PARCEL NUMBER: 0018-0077-017

PARCEL NUMBER: 0018-0077-018

PARCEL NUMBER: 0018-0077-019

PARCEL NUMBER: 0018-0077-020

PARCEL NUMBER: 0018-0077-021

PARCEL NUMBER: 0018-0077-022

PARCEL NUMBER: 0018-0077-023

PARCEL NUMBER: 0018-0077-024

PARCEL NUMBER: 0018-0077-025

PARCEL NUMBER: 0018-0077-026

PARCEL NUMBER: 0018-0077-027

PARCEL NUMBER: 0018-0077-028

PARCEL NUMBER: 0018-0077-029

PARCEL NUMBER: 0018-0077-030

DOCH# 015846
FILED IN OFFICE
12/5/2019 10:04 AM
BK:3144 PG:501-508
MELBA SCOGGINS
CLERK OF SUPERIOR COURT
BARTOW COUNTY

RECEIVED

Clerk of Superior Court - Bartow Co, Ga
12/05/2019 09:49 AM

PREPARED BY AND
UPON RECORDING, RETURN TO:

N. ANDREW ROTENSTREICH
BAKER DONELSON BEARMAN
CALDWELL & BERKOWITZ, PC
420 N. 20TH STREET, SUITE 1400
BIRMINGHAM, AL 35203

CROSS REFERENCE: DEED BOOK 1072,
PAGE 360, DEED BOOK 1072, PAGE 362
AND DEED BOOK 3106, PAGES
422-429 AS RECORDED IN THE OFFICE OF THE
SUPERIOR COURT CLERK FOR BARTOW
COUNTY, GA.

STATE OF GEORGIA)
)
COUNTY OF BARTOW)

MEMORANDUM OF LEASE SUPPLEMENT

This Memorandum of Lease Supplement ("Memorandum") is made this 19th day of November, 2019 between Vertical Bridge Development, LLC with its principal offices located at 750 Park of Commerce Dr., Suite 200, Boca Raton, Florida 33487, hereinafter designated "LESSOR", and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated "LESSEE".

RECITALS:

WHEREAS, LESSOR has a leasehold interest in a portion of that certain real property (the "Lessor Premises") described in that certain Deed as recorded in Deed Book 1072, Page 360, and Deed Book 1072, Page 362, as evidenced by that Memorandum of Land Lease Agreement recorded in Deed Book 3106, Page 422-429 in the Office of the Superior Court Clerk for Bartow County, Georgia, which real property is more particularly described in Exhibit "A", attached hereto and incorporated herein by reference (the "Property"); and

Lessor's Site Number and Name: US-GA- /Big Oak
Lessee's Site Name: Big Oak

WHEREAS, the Lessee Premises (as defined below) are a portion of the Lessor Premises;
and

WHEREAS, LESSEE leases the Lessee Premises from LESSOR pursuant to the Lease Supplement of even date herewith (the "**Lease Supplement**"); and

WHEREAS, LESSOR and LESSEE desire to file this Memorandum of record in the Office of the Superior Court Clerk for Bartow County, Georgia, in order to provide record notice to third parties of LESSEE's leasehold estate in the Lessee Premises;

NOW, THEREFORE, for and in consideration of the Premises, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are expressly acknowledged by the parties, LESSOR and LESSEE agree and acknowledge for themselves and their respective successors and assigns, as follows:

1. LESSOR and LESSEE entered into a Lease Supplement for an initial term of five (5) years, with four (4) additional automatic five (5) year terms, unless terminated in accordance with the terms of the Lease Supplement and that certain Master Lease Agreement dated October 16, 2015.
2. The Lessee Premises leased by LESSOR to LESSEE is described as follows:
 - (i) Approximately five hundred (500) square feet of Ground Space for the installation of an equipment platform and the installation of a propane tank or alternative fuel source, (ii) a contiguous vertical envelope of space on the Tower for the placement of LESSEE's Equipment, together with a nonexclusive 3' wide easement for an ice bridge running between the Ground Space and the Tower and certain other easements for access and utilities.
3. The Lease Supplement commenced on a date defined in the Lease Supplement, and a copy of the Lease Supplement is on file in the offices of LESSOR and LESSEE.
4. The terms, covenants and provisions of the Lease Supplement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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 above.



LESSOR:

VERTICAL BRIDGE DEVELOPMENT, LLC

Erica Prothero
Witness

Juan Chen
Witness

By: [Signature]
Name: Alexander L. Gellman
Title: CEO
Date: 10-31-19

LESSEE:

VERIZON WIRELESS (VAW) LLC
D/B/A VERIZON WIRELESS

[Signature]
Witness

[Signature]
Witness

By: [Signature]
Name: Jim Blake
Title: Director - Network Field Engineering
Date: 11.19.19

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

ACKNOWLEDGEMENT

I, Kathryn Campbell, a Notary Public for the County of Palm Beach, State of Florida, do hereby certify that Alexander L. Gellman to me personally known, who, being by me duly sworn, did acknowledge and say that s/he is CEO, of **VERTICAL BRIDGE DEVELOPMENT, LLC**, and that s/he, being authorized to do so, executed the foregoing Memorandum on behalf of **VERTICAL BRIDGE DEVELOPMENT, LLC**.

WITNESS my hand and official Notarial Seal, this 30th day of October, 2019.

Kathryn Campbell

Notary Public

My Commission Expires:
April 14, 2020



STATE OF GEORGIA)
)
COUNTY OF FULTON)

ACKNOWLEDGEMENT

I, SAMANTHA STACEY, a Notary Public for said State of Georgia, do hereby certify that **Jim Blake** personally came before me this day and acknowledged that he is the Director - Network Field Engineering of **Verizon Wireless (VAW) LLC d/b/a Verizon Wireless** and that he, as Director - Network Field Engineering, being authorized to do so, executed the foregoing Memorandum on behalf of **Verizon Wireless**.

WITNESS my hand and official Notarial Seal, this 14th day of NOV, 2019.

Samantha Stacey
Notary Public

My Commission Expires:

1.30.20

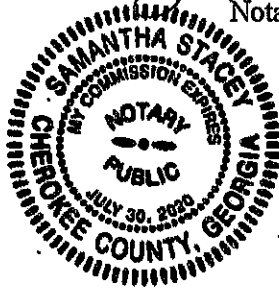


EXHIBIT A

Property Description

PROPERTY... (FROM TITLE)

All that tract or parcel of land lying and being in Land Lot 73 of the 18th District, 3rd Section, Bartow County, Georgia, being 26.67 acres, more or less, and being more particularly described on a certain plat of survey prepared by Johnny R. Knight, Georgia Registered Land Surveyor No. 1912, dated October 2, 1997, and being of record in Plat Book 46, Page 20, in the Office of the Clerk of Superior Court of Bartow County, Georgia, which recorded Plat is incorporated herein and by reference made a part of this description.

100' x 100' PREMISES. (AS-SURVEYED)

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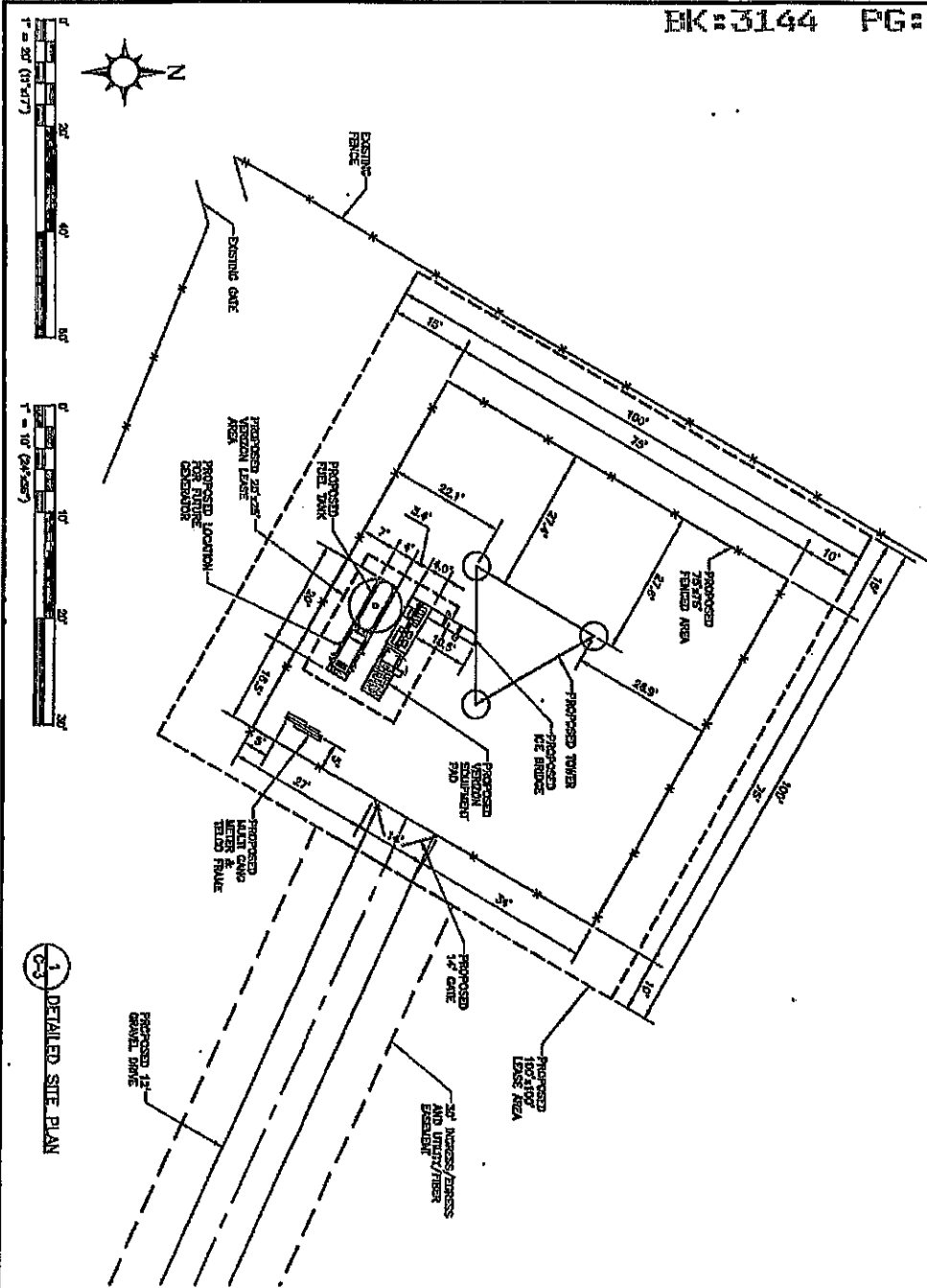
COMMENCING at a 5/8" rebar found marking the Southwest corner of Eric Taylor tract described in Book 1430, Page 647 as recorded in said Office of Clerk of Superior Court of Bartow County, Georgia and said 5/8" rebar having Georgia West State Plane Coordinates of N11689485.44, E2047463.87; Thence S 49°20'20" W a distance of 257.91 feet to a set 5/8" rebar and the POINT OF BEGINNING; Thence S 29°29'54" W a distance of 100.00 feet to a set 5/8" rebar; Thence N 60°30'08" W a distance of 100.00 feet to a set 5/8" rebar; Thence N 29°29'54" E a distance of 100.00 feet to a set 5/8" rebar; Thence S 60°30'08" E a distance of 100.00 feet to the POINT OF BEGINNING. Containing 10,000 square feet (0.23 acres) of land more or less.

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BEFORE THIS IS BE BUILT,
 MUST OBTAIN ALL NECESSARY
 PERMITS AND APPROVALS
 FROM ALL AFFECTED AGENCIES
 BEFORE CONSTRUCTION.



1
 0-3 DETAILED SITE PLAN

C-3	DESIGNER: JMS DRAWN: DM CHECKED: KVA JOB #: 440-05	US-GA-5244 BIG OAK		<table border="1"> <thead> <tr> <th>#</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>10/24/10</td> <td>ISSUED FOR CLIENT REV.</td> </tr> </tbody> </table>	#	DATE	DESCRIPTION	0	10/24/10	ISSUED FOR CLIENT REV.
		#	DATE		DESCRIPTION					
0	10/24/10	ISSUED FOR CLIENT REV.								
DETAILED SITE PLAN		verticalbridge								



