

*Recording prepared by
and after recording return to:*

Jeffrey M. Clark
Miller & Martin, PLLC
401 Commerce Street, Suite 1010
Nashville, TN 37219

Cross Reference:
Deed 1362, Page 799
Parcel Ref No.: 0019573

Lessee Site Name: SEAFORTH 64
MDG LC No.: 5000913708

CHATHAM County, North Carolina

MEMORANDUM OF TOWER LEASE AGREEMENT

This Memorandum of an Tower Lease Agreement (“**Memorandum**”) is entered into on this ___ day of _____, 20___, by and between **COUNTY OF CHATHAM** with a mailing address of P.O. Box 608, Pittsboro, North Carolina 27312 (hereinafter referred to as “**Lessor**”) and **CELLCO PARTNERSHIP**, a Delaware general partnership, d/b/a Verizon Wireless, with its principal office at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as “**Lessee**”).

1. Lessor and Lessee entered into that certain Tower Lease Agreement dated of even date herewith (the “**Lease**”) for the purpose of installing, operating and maintaining certain wireless communications equipment on the ground and upon Lessor’s tower located on a portion of Lessor’s leased property described in the deed of record at Book 1362, Page 799 in the Register of Deeds for Chatham County, North Carolina the portion of which property is more particularly described in Exhibit "A" attached hereto and made a part hereof.
2. Lessor shall lease the Premises to Lessee for an initial lease term of Five (5) years commencing on the date as set forth in the Lease. The Lease provides for renewal terms that may extend the term of the Lease for up to Four (4) additional Five (5) year terms which may be exercised upon the terms and conditions as set forth in the Lease.

3. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in that portion of the Tower or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to the third party, LESSEE shall have the right of first refusal to meet any third-party offer of sale or transfer on substantially the same terms and conditions as the third-party offer. If LESSEE fails to meet the third-party offer within thirty (30) days after written notice thereof from LESSOR, which notice must include a copy of the third-party offer, LESSOR may sell or grant the easement or interest in the Property, or portion thereof, to the third party in accordance with the terms and conditions of the third-party offer.
4. Lessor also makes certain right of way grants of easements for access and utilities as more particularly described in the Lease which easements are in effect throughout the term of the Lease as renewed or extended subject to the terms and conditions as set forth in the Lease.
5. This Memorandum has been prepared to provide notice that the site is subject to the terms and conditions of the Lease which terms are hereby incorporated by reference into this Memorandum.
6. This Memorandum 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 Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control.
7. The terms, covenants, and provisions of the Lease 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 ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum as of the date first written above.

LESSOR:

COUNTY OF CHATHAM

By: _____

Print Name: _____

Print Title: _____

Date: _____

LESSEE:

**CELLCO PARTNERSHIP
d/b/a Verizon Wireless**

By: _____

Eric A. Mann
Director-Network Field Engineering

Date: _____

STATE OF NORTH CAROLINA)
)
COUNTY OF _____)

I, _____, a Notary Public of _____ County and State of North Carolina, certify that _____ [INSERT SIGNATORY NAME] personally came before me this day and acknowledged that he/she is the _____ [INSERT SIGNATORY TITLE] of COUNTY OF CHATHAM, a North Carolina municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ [INSERT SIGNATORY TITLE], sealed with its corporate seal, if any, and attested by himself/herself as its _____ [INSERT SIGNATORY TITLE].

WITNESS my hand and official seal this _____ day of _____, 20____.

Notary Public [NOTARY SEAL]

My commission expires _____

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

I, the undersigned, a Notary Public in and for Mecklenburg County, North Carolina, certify that ERIC A. MANN personally came before me this day and acknowledged that he is the Director-Network Field Engineering of CELLCO PARTNERSHIP, a Delaware general partnership, d/b/a Verizon Wireless, and that by authority duly given and as the act of the Delaware general partnership, the foregoing instrument was signed in its name by its Director-Network Field Engineering, sealed with its corporate seal, if any, and attested by himself as its Director-Network Field Engineering.

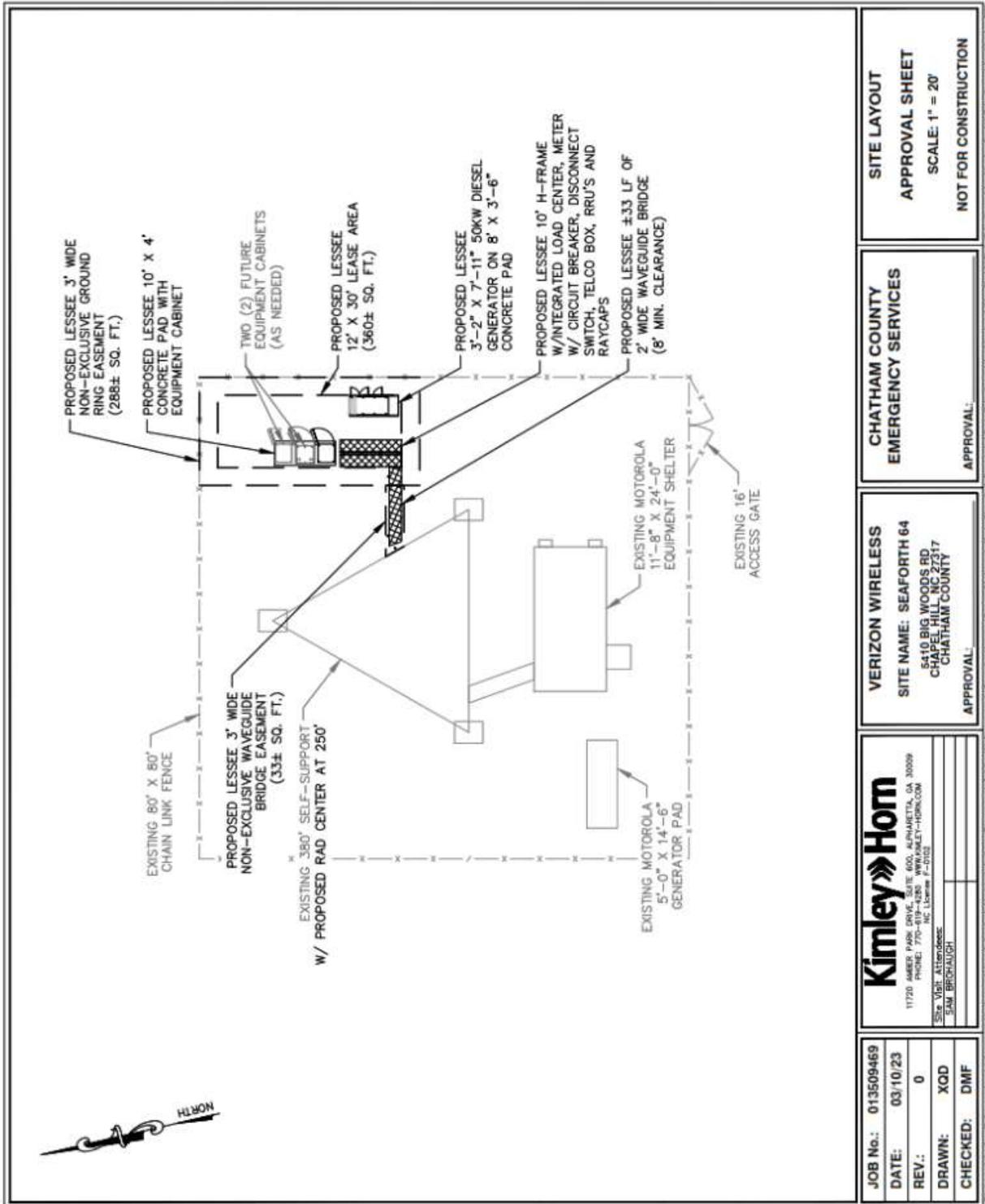
Witness my hand and official seal this _____ day of _____, 2023.

[NOTARY SEAL] _____
Notary Public

My commission expires _____

Exhibit A

Premises Description



SITE LAYOUT
APPROVAL SHEET
 SCALE: 1" = 20'
NOT FOR CONSTRUCTION

CHATHAM COUNTY
EMERGENCY SERVICES
 APPROVAL:

VERIZON WIRELESS
 SITE NAME: SEAFORTH 64
 5410 BIG WOODS RD
 CHAPEL HILL, NC 27317
 CHATHAM COUNTY
 APPROVAL:

Kimley»Hom
 11720 AMBER PARK DRIVE, SUITE 400, ALPHARETTA, GA 30009
 PHONE: 770-619-4200 WWW.KIMLEY-HORN.COM
 S.S. VOHL, P.E., License No. 34120
 SAM BROCHAUGH

JOB No.:	013509469
DATE:	03/10/23
REV.:	0
DRAWN:	XQD
CHECKED:	DMF