

Recorded: 02/09/2015 03:13:28 PM
BY: Toni Midgett
Vanzolla McMurrin-Smith, Register of Deeds
Dare County, NC

Fee Amt: \$26.00 NC Excise Tax: \$0.00

BOOK 2001 PAGE 752 (5)

700007930



~~Prepared by and Return To:~~ *Daniel Powers*

American Tower Corporation
Attn: Tower Development Legal
10 Presidential Way
Woburn, MA 01801
Site #282219
Site Name: Hickory, NC
Tax Parcel ID: 021906000 *15005899*

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: POST CLOSING
530 SOUTH MAIN STREET
SUITE 1031
AKRON, OH 44311

Reference Prior Recorded Document in Book 1936 Page 89

First Amendment to Lease Agreement and Memorandum of Lease

THIS FIRST AMENDMENT TO LEASE AGREEMENT and MEMORANDUM OF LEASE ("Amendment") is entered into and made effective as of the latter signature date hereof by and between the Southern Shores Civic Association, Inc., a North Carolina nonprofit corporation, with a mailing address of 5377 N. Virginia Dare Trail, Southern Shores, North Carolina 27949 ("Landlord") and American Towers LLC, a Delaware limited liability company, with a mailing address of 10 Presidential Way, Woburn, MA 01801 ("American Tower").

WHEREAS, Landlord and New Cingular Wireless PCS, LLC ("Assignor") entered into that certain Lease Agreement dated June 13, 2013, (the "Lease Agreement") and a Memorandum of Lease which is recorded in Book 1936, Page 89 of the real property records of Dare County, North Carolina (the "Memorandum") which was subsequently assigned from Assignor to American Tower by that certain Assignment and Assumption of Option and Lease Agreement dated 6-13-13 (the "Assignment"); and

WHEREAS, Landlord and American Tower desire to replace the Exhibit 1 in the Lease Agreement and Memorandum with the attached Exhibit 1 which describes and depicts the location of the access and utility easements; and

WHEREAS, Landlord and American Tower desire to amend the Lease Agreement as set forth below.

NOW, THEREFORE, in consideration of the Lease Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and American Tower agree that the Lease Agreement and Memorandum are hereby amended as follows:

1. **Premises.** Exhibit 1 attached to the Lease Agreement and Memorandum is hereby deleted in its entirety and replaced with the Exhibit 1 attached hereto. All references in the Lease Agreement or Memorandum to the Premises or the Exhibit 1 shall hereinafter refer to the space and locations as shown on the Exhibit 1 attached hereto. American Tower may at its discretion, replace the attached Exhibit 1 with a metes and bounds description of the Premises obtained from an as-built survey conducted by American Tower and re-record this Amendment with the revised Exhibit 1.

2. **Landlord Access to Premises.** Notwithstanding anything to the contrary in Paragraph 14(d) of the Lease Agreement, prior to Landlord accessing the Premises for the purposes set forth therein, Landlord shall first provide notice to American Tower by calling 877-518-6937 (or any other number as directed in writing by American Tower to Landlord from time to time) and leaving a message with the date and time Landlord intends on accessing the Premises. Landlord shall be responsible at Landlord's sole cost and expense for any damage caused to the Premises and the equipment located therein arising from Landlord's access to, and use of, the Premises as permitted in Paragraph 14(d). Landlord further agrees and hereby does hold harmless, indemnify, and defend American Tower and American Tower's customers, licensees and subtenants from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including without limitation court costs and reasonable attorney's fees, which may arise out of Landlord's access to, and use of, the Premises as set forth in Paragraph 14(d).

3. **Subordination.** Paragraph 23(n) of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

“(n) **Subordination.** This Agreement shall be subject and subordinate to any and all mortgages and deeds of trust which now or in the future encumber or affect the Property, including the Premises, and to all renewals, modifications, and extensions of such mortgages provided that all such lenders and mortgagees first agree not to disturb Tenant's use and possession of the Premises and provided such lenders and mortgagees enter into a subordination, non-disturbance and attornment agreement with Tenant on a form supplied by Tenant or on a form reasonably acceptable to Tenant.”

4. **Defined Terms/Default.** Capitalized terms used in this Amendment but not otherwise defined herein shall have the same meaning as in the Lease Agreement. Landlord and American Tower agree that there presently exists no uncured defaults under the Lease Agreement or matters that with the passage of time, may constitute an uncured default of the Lease Agreement.

5. **Notices.** All notices to be sent to American Tower by Landlord in accordance with Paragraph 17 of the Lease Agreement shall hereinafter be sent to American Tower's mailing address set forth above with a copy sent to American Towers LLC, c/o American Tower Corporation, 116 Huntington Avenue, Boston, MA 02116.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, Landlord and American Tower have each executed this Agreement as of the respective dates written below.

LANDLORD:

Southern Shores Civic Association, Inc., a
North Carolina nonprofit corporation

By: [Signature]
Print Name: JAMES R. KELLEHER
Its: PRESIDENT

STATE OF North Carolina
COUNTY OF Dare

I, a Notary Public of the County and State aforesaid, certify that

James R. Kelleher came before me this day and acknowledged
the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 12 day of January
2015

[Affix Notary Seal]

[Signature]
Notary Public
My commission expires:
April 10, 2015

NANCY W. WARREN
Notary Public, North Carolina
Dare County
My Commission Expires
April 10, 2015

AMERICAN TOWER:

American Towers LLC, a Delaware limited liability company

By: 
Name: Shawn Lanier
Title: Vice President - Legal

Date: 1-15-2015

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF MIDDLESEX)

On the 15 day of January, 2015, the undersigned notary public, personally appeared Shawn Lanier, proved to me through satisfactory evidence of identification, which were personally known, to be the person who name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose, as Vice President, of American Towers LLC, a Delaware limited liability company, before me.




Notary Public
My Commission Expires:

EXHIBIT 1

PREMISES

A PROPOSED 34' FOOT BY 45' FOOT LEASE AREA ON PARCEL A, AMENDED PLAT "B", SECTION 3, SOUTHERN SHORES RECORDED IN PLAT CABINET 1, SLIDE 36, DARE COUNTY, NORTH CAROLINA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT AN IRON PIN AT THE SOUTHWEST CORNER OF THE INTERSECTION OF OCEAN BOULEVARD AND THIRTY SECOND STREET AS SHOWN ON SAID PLAT,
THENCE S 25°29'19" E A DISTANCE OF 32.20' TO A POINT;
THENCE S 64°30'41" W A DISTANCE OF 4.00' TO A POINT BEING THE TRUE POINT AND PLACE OF BEGINNING OF A 34' FOOT BY 45' FOOT LEASE AREA;
THENCE S 25°29'19" E A DISTANCE OF 45.00' TO A POINT;
THENCE S 64°30'41" W A DISTANCE OF 34.00' TO A POINT;
THENCE N 25°29'19" W A DISTANCE OF 45.00' TO A POINT;
THENCE N 64°30'41" E A DISTANCE OF 34.00' TO A POINT;
WHICH IS THE TRUE AND PLACE OF BEGINNING HAVING AN AREA OF 1,530 SQUARE FEET OR .035 ACRES.

ACCESS/UTILITY EASEMENT

A PROPOSED 20' INGRESS, EGRESS AND UTILITIES EASEMENT OVER AND ACROSS PARCEL A AND A PORTION OF THIRTY SECOND STREET, AMENDED PLAT "B", SECTION 3, SOUTHERN SHORES RECORDED IN PLAT CABINET 1, SLIDE 36, DARE COUNTY, NORTH CAROLINA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT AN IRON PIN AT THE SOUTHWEST CORNER OF THE INTERSECTION OF OCEAN BOULEVARD AND THIRTY SECOND STREET AS SHOWN ON SAID PLAT,
THENCE S 25°29'19" E A DISTANCE OF 32.20' TO A POINT;
THENCE S 64°30'41" W A DISTANCE OF 20.00' TO A POINT;
THENCE N 25°29'19" W A DISTANCE OF 60.70' TO A POINT;
THENCE N 64°52'09" E A DISTANCE OF 20.00' TO A POINT;
THENCE S 25°29'19" E A DISTANCE OF 28.50' TO A POINT
WHICH IS THE POINT OF BEGINNING HAVING AN AREA OF 1,214 SQUARE FEET OR 0.028 ACRES.

UTILITY EASEMENT

A PROPOSED UTILITY EASEMENT OVER AND ACROSS PARCEL A, AS SHOWN ON THAT PLAT TITLED, AMENDED PLAT "B", SECTION 3, SOUTHERN SHORES RECORDED IN PLAT CABINET 1, SLIDE 36, DARE COUNTY, NORTH CAROLINA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ALONG THE WESTERLY RIGHT OF WAY OF OCEAN BOULEVARD, HAVING A COORDINATE VALUE OF N: 878,885.51 BY E: 2,967,501.50 AS RELATED TO THE NORTH CAROLINA STATE GRID;

THENCE N 63°50'18" E A DISTANCE OF 4.00' TO A POINT;
THENCE S 25°29'19" E A DISTANCE OF 5.00' TO A POINT;
THENCE S 63°50'18" W A DISTANCE OF 4.00' TO A POINT;
THENCE N 25°29'19" W A DISTANCE OF 5.00' TO A POINT
WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 20 SQUARE FEET.