

PREPARED BY AND RETURN TO:
InSite Wireless Group, LLC
c/o American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/ Anthony Rosa, Esq.
Site No.: 211820
Site Name: Graham - Install

Prior Recorded Lease Reference:
Document No. 1996-13926
State of AL
County of Shelby

(Space above the Recorder's use only)

STATE/COMMONWEALTH OF ALABAMA

Assessor's Parcel No.: 35-1-12-0-000-004-000

COUNTY OF SHELBY

EASEMENT AGREEMENT

This Easement Agreement (the "**Agreement**") dated OCTOBER 18, 2022 (the "**Effective Date**") is by and between **Billy K. Graham Jr. and Jane Gore Graham, husband and wife, as joint tenants, with right of survivorship**, having an address at 988 County Road 67, Calera, AL 35040 ("**Grantor**"), and **InSite Wireless Group, LLC**, a Delaware limited liability company, having an address c/o American Tower 10 Presidential Way, Woburn, MA 01801 Attn: Land Management, with a copy to: American Tower, 116 Huntington Avenue, 11th Floor, Boston, MA 02116 Attn: Legal Department ("**Grantee**," and, together with Grantor, the "**Parties**," and, each, a "**Party**").

Background

Grantor is the fee simple owner of the real property situated in Shelby County, AL, as described in Exhibit A attached hereto and made a part hereof (the "**Property**"). Grantor leased or licensed a portion of the Property (such portion, the "**Lease Area**") to "Tenant" (as defined in Exhibit B) in accordance with that certain lease or license agreement also described in Exhibit B (the "**Lease**"). Grantor desires to grant to Grantee certain easement rights with respect to the Property and to assign its interest in the Lease to Grantee, as more particularly described below, and subject to the terms and conditions of this Agreement.

Agreements

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Grant of Easements, Use and Assignment of Lease.**
 - a. **Grant of Easements.** Grantor grants and conveys to Grantee, its successors and assigns, an exclusive perpetual easement (the "**Exclusive Easement**") in, to and upon the portion of the Property described in Exhibit C attached hereto and incorporated herein, which includes the Lease Area and any other areas of the Property encumbered by Tenant's fixtures, structures, equipment or other personal property as of the Effective Date (the "**Exclusive Easement Area**"), together with a perpetual non-exclusive access and utility easement (the "**Access and Utility Easement**," and, together with the Exclusive Easement, the "**Easements**")

in and to that portion of the Property also described in Exhibit C (the “*Access and Utility Easement Area*,” and, together with the Exclusive Easement Area, the “*Easement Areas*”) and includes areas conveyed to Tenant in the Lease for access and utilities together with any areas on the Property being utilized by Tenant as of the Effective Date for access and utility services. Grantor hereby agrees that Grantee may conduct an as-built survey and replace Exhibit C with a description of the Easement Areas obtained from such survey prior to recording, or if recorded, this Agreement may be re-recorded by Grantee containing the revised Exhibit C.

- b. **Use of Exclusive Easement Area.** Subject to the Tenant’s rights to use the Lease Area pursuant to the terms of the Lease, Tenant, Grantee and any of Grantee’s affiliates, customers, subtenants, lessees, licensees, invitees, successors and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing (each a “*Permitted Party*” and collectively, the “*Permitted Parties*”) have the right to use the Exclusive Easement Area without Grantor’s consent for the purposes of installing, removing, repairing, operating, expanding, adding and upgrading equipment, structures, a tower, improvements, sheds, shelters, cabinets, antennas, generators, data center equipment, security fencing and other personal property as Grantee and the Permitted Parties may deem necessary or appropriate, for the facilitation and support of wireless communications and related uses (all such equipment, structures, and associated improvements being referred to collectively herein as the “*Communications Equipment*”) (the “*Permitted Use*”). All Communications Equipment must remain within the confines of the Exclusive Easement Area and in compliance with applicable laws. The Communications Equipment shall be deemed the personal property (and not fixtures) of the applicable Communications Equipment owner. Upon the expiration or termination of the Lease, Grantee shall have the right, exercisable without the consent of Grantor, to lease or license any portion of the Exclusive Easement Area to third parties for the purposes set forth herein. Grantor shall not have the right to use the Exclusive Easement Area. Grantor irrevocably constitutes and appoints Grantee as its true and lawful attorney-in-fact, with full power to execute permit applications, government applications and applicable documents for the use or occupancy of the Exclusive Easement Area. Grantor shall cooperate with Grantee’s, Tenant’s and the Permitted Parties’ efforts to obtain and maintain any and all permits, approvals, variances or other consents or authorizations from the authority having jurisdiction over the Exclusive Easement Area and agrees to execute and complete any application, permit or other documents required by any applicable government permitting authority related to the use of the Exclusive Easement Area as set forth herein.
- c. **Use of Access and Utility Easement Area.** The Access and Utility Easement Area shall be used by Grantee, and the Permitted Parties for the purposes of: (a) 24 hours per day, 7 days per week access via foot (and vehicle where applicable and including trucks, cranes and lifts) to and from the Exclusive Easement Area; and (b) installing, maintaining, repairing, replacing, improving, upgrading and removing overhead and underground utilities and supporting equipment, including without limitation, electrical, communications, fiber optic, cables, conduit, telephone and data transmission lines in, under, over and through the Access and Utility Easement Area to service the equipment in the Exclusive Easement Area to service the Communications Equipment in the Exclusive Easement Area. Grantor agrees that Grantee may further convey and/or partially or fully assign, license or sublease the Access and Utility Easement Area to the Permitted Parties and any applicable utility company without the consent or approval of Grantor. If a utility company requires a separate conveyance of the Access and Utility Easement Area, Grantor agrees to execute such documents on a form reasonably acceptable to Grantor. If alternate access or utility locations are required by Grantee or the Permitted Parties, then the Grantee and Permitted Parties shall have the right to pedestrian and vehicular ingress/egress or if applicable, utility rights to and from the Easement Area over the Property with the locations being subject to the approval of Grantor (not to be unreasonably withheld, conditioned or delayed) and Grantor shall work cooperatively with Grantee to identify such locations.
- d. **Assignment of Lease.** Grantor hereby assigns its right, title and interest in the Lease (including without limitation, the right to receive all rental and license fees and other income due from Tenant pursuant to the Lease) to Grantee. Notwithstanding the foregoing, Grantor hereby retains the obligations of the landlord/lessor/licensor under the Lease and shall continue performing such obligations including without limitation any express obligations related to; (i) maintenance of the Property, (ii) indemnity obligations to Tenant, (iii) the duty to maintain the Property in compliance with applicable laws (including without limitation, environmental laws), (iv) maintaining insurance (where applicable), (v) paying all applicable taxes, (vi) obligations related to quiet enjoyment and non-interference with Tenant’s use of the Lease Area and Tenant’s operations, (vii) obligations related to cooperation with Tenant in obtaining and maintaining

applicable government approvals required for Tenant's use of the Lease Area, (viii) any representations and warranties that expressly survived initial execution of the Lease and continue through the term of the Lease, (ix) obligations related to curing any defaults caused by any actions or omissions of Grantor or breach of any landlord/licensor duty's retained by Grantor and (x) any other obligations that Grantor, as the fee simple owner of the Property, must undertake for Tenant to use the Lease Area as set forth in the Lease (collectively, the "**Landlord Obligations**"). Grantee shall have the exclusive right to amend, modify, extend or terminate the Lease and to otherwise allow Tenant to install, upgrade, replace, remove, modify, repair and expand the Communications Equipment within the confines of the Exclusive Easement Area and to facilitate Tenant's use of the Exclusive Easement Area for the Permitted Use without the requirement of Grantor executing any such amendments or modifications to the Lease. Grantor's duty to comply with the Landlord Obligations as they exist on the Effective Date of this Agreement shall carry over and apply to any new amendments or extensions of the Lease entered into by Grantee, including any amendments or modifications involving any expansion of the Lease Area as set forth in Section 5 below (and subject to Grantor's approval as set forth therein), in which case the Landlord Obligations shall also apply to such expanded Lease Area. The Parties agree that Grantor shall not be required to fulfill any new Landlord Obligations included in any future amendments to the Lease entered into by Grantee that were not part of the Landlord Obligations as of the Effective Date of this Agreement unless approved in writing by Grantor, such approval not to be unreasonably withheld, conditioned or delayed. Grantor shall not cause any breach or default of the Lease to occur nor take any action for the purpose, or with the effect, of inducing or causing Tenant not to exercise a right to renew or extend the Lease. In the event Grantor causes a breach or default of the Lease and Grantee incurs any losses, costs or damages as a result of such breach, Landlord shall promptly reimburse Grantee for any such losses, costs or damages incurred. Grantee shall have the right (but not the obligation) to perform any obligations under the Lease retained by Grantor that Grantor fails to timely perform upon providing prior written notice to Grantor and thereafter Grantor shall promptly reimburse Grantee for all costs and expenses incurred in the performance of such obligation. To the extent Grantor incurs any damages, costs or losses as a result of any act or omission by Tenant, Grantor shall have the right to enforce by any lawful means (other than any rights to terminate the Lease which only Grantee may exercise in Grantee's sole and absolute discretion) directly with Tenant all applicable cure obligations of Tenant pursuant to the Lease and may pursue against Tenant other remedies available in accordance with applicable law and Grantor shall not join Grantee (and hereby holds harmless Grantee) in any legal action for any claims made and damages or losses incurred.

2. **Consideration.** Grantor hereby acknowledges the receipt, contemporaneously with the execution hereof, of adequate and sufficient consideration pursuant to the terms of that certain purchase agreement entered into contemporaneously herewith (the "**Purchase Agreement**") and unless otherwise expressly stated in this Agreement or the Purchase Agreement, there shall be no other consideration owed to Grantor by Grantee. The terms and conditions of this Agreement shall control in the event of any conflict with the terms and conditions of the Purchase Agreement. Except as expressly set forth in the Purchase Agreement related to any rental payment amounts due and owing to Grantor, in the event Grantor receives any rental payments from Tenant during the term of this Agreement, Grantor shall promptly forward such payments to Grantee.

3. **Interference and Quiet Enjoyment.** Grantee, Tenant and the Permitted Parties will be permitted to peaceably and quietly use, hold, exercise and enjoy the Easement Areas and Grantor shall not interfere with the use of the Easement Areas by Grantee, Tenant and the Permitted Parties. Grantee shall have the express right to seek an injunction to prevent or cure interference if Grantor does not cure such interference within 72 hours of receipt of written notice by Grantee. Grantor shall at Grantor's cost maintain the Property in good condition and in compliance with all applicable laws (including, without limitation, laws related to subdivision and zoning) and any requirements under the Lease so that no interference is experienced by the Tenant or Grantee.

4. **Termination of Easement.** In the event Grantee, or its successors, abandons use of the Easements, then Grantor may terminate this Agreement via written notice subject to the terms and conditions set forth herein. Abandonment shall be deemed to have occurred only if neither Grantee, Tenant nor applicable Permitted Parties use the Easement Areas as set forth herein for a consecutive period of five (5) years, and thereafter Grantee does not respond in writing within forty-five (45) days of Grantee's receipt of written notice from Grantor asserting such abandonment. If Grantee does not respond within the aforementioned period, then Grantor shall thereafter have the right to terminate this Agreement upon thirty (30) days prior written notice to Grantee. Grantee shall have the right to terminate this Agreement upon forty-five (45) days prior written notice to Grantor.

5. **Marketing Rights/Expansion of Exclusive Easement Area/Revenue Share.** During the term of this Agreement, Grantee shall have the exclusive right to market the Property to new telecommunications tenants. In the event Grantee identifies a new prospective tenant interested in licensing/leasing areas outside of the Exclusive Easement Area (each a “*Prospective Licensee*”), Grantee shall present the initial installation plans and proposed locations outside of the Exclusive Easement Area for Grantor’s approval, such approval not to be unreasonably withheld, conditioned or delayed and shall be deemed approved if Grantor has not provided a response to a request for approval within twenty-one (21) days. Upon receipt of approval, the Parties shall amend this Agreement to include the areas outside of the Exclusive Easement Area (such expanded area, the “*Additional Exclusive Easement Area*”) which shall thereafter be deemed a part of the Exclusive Easement Area and Grantee may then enter into the new lease with the Prospective Licensee and Grantee shall pay 50% of the recurring rental amounts received by Grantee from the Prospective Licensee for use of the Additional Exclusive Easement Area (the “*Additional Exclusive Easement Area Revenue Share*”). The process set forth in this section shall also apply in the event Tenant desires to expand outside of the Exclusive Easement Area and upon receipt of Grantor’s approval of the initial installation plans of Tenant outside of the Exclusive Easement Area as set forth above and completion of an amendment between Grantor and Grantee to this Agreement to include the Additional Exclusive Easement Area, Grantee may amend the Lease to expand the Lease Area to include the Additional Exclusive Easement Area and Grantee shall pay to Grantor the Additional Exclusive Easement Revenue Share for applicable increases in rental payments received by Grantee associated with Tenant’s use of the Additional Exclusive Easement Area.

6. **Limited Right of First Refusal.** If Grantor receives an offer from or desires to offer to any third party whose primary business involves owning, acquiring, operating, managing, investing in, operating or leasing of wireless telecommunications infrastructure to: (i) sell or convey any interest under any telecommunications lease, sublease, license, sublicense or easement on the Property; or (ii) assign or pledge the cash flow of Grantor’s interest in any telecommunications lease, sublease, license, sublicense or easement, Grantor shall provide written notice to Grantee of such offer. Grantee shall have the right to purchase the interest and/or cash flow on the same terms and conditions as such offer. Grantee shall provide Grantor with notice of its election no later than thirty (30) days after Grantee receives written notice from Grantor of the offer. In the event Grantee does not exercise its right within thirty (30) days of its receipt of such offer, Grantor may proceed with the transaction contemplated in the offer on the terms and conditions provided in the notice to Grantee, but with the express condition that such transaction is made subject to the terms of this Agreement and the Lease.

7. **Grantor Representations and Covenants.** Grantor hereby represents and warrants that: (i) it lawfully possesses the Property free and clear of all liens and encumbrances; (ii) Grantor has the full authority and power to enter into and perform its obligations under this Agreement, and, to the extent applicable, the person or persons executing this Agreement on behalf of Grantor have the authority to enter into and deliver this Agreement on behalf of Grantor; (iii) that the Property is not subject to any notice of violation of federal, state or local law, including without limitation, Environmental Laws (as defined below); (iv) that it has the good and lawful right to convey the Property or any part thereof including, without limitation, the Easements granted herein without consent or approval of any other person or entity; (v) that to the best of Grantor’s knowledge there is no condemnation proceeding pending or threatened against all or any portion of the Easement Areas; (vi) that the Lease is in full force and effect, there are no defaults under the Lease nor matters that with the passage of time may constitute defaults, Grantor has not received any rental or license fee payments more than thirty (30) days in advance and Grantor has not been notified of any intent by Tenant to terminate the Lease or abandon the Lease Area; (vii) that any consents to assign the Lease or waivers of rights of first refusal that may be triggered by this Agreement have been obtained by Grantor and Tenant has not exercised any applicable right of first refusal or retracted any consent to assign the Lease; (viii) that, to Grantor’s knowledge, as of the Effective Date, the Exclusive Easement Area has direct access to and from a public right of way; and (ix) that there is no claim, litigation, proceeding, or investigation is pending or, to the best of Grantor’s knowledge, threatened against Grantor or all or any portion of the Property or Easement Areas that could affect Grantee’s use thereof. Grantor shall not settle or compromise any insurance claim or condemnation award relating to the Easement Areas without Grantee’s prior written approval, which shall not be unreasonably withheld and Grantee may pursue its own award related to any condemnation affecting the Easement Areas. Grantor shall promptly provide Grantee a copy of any notice of any condemnation of the Property received by Grantor.

8. **Liens and Tax Obligations.**

- a. **Grantor Liens and Taxes.** Grantor shall pay when due all payments associated with any mortgages and loans of Grantor as well as all taxes and assessments levied and assessed on the Property, together with any other monetary liens levied, assessed or recorded against the Property (collectively, the “*Liens*”). If Grantor

fails to pay such Liens when due (“*Delinquent Liens*”), Grantee shall have the right (upon providing prior written notice), but not the obligation, to pay the Delinquent Liens on Grantor’s behalf and Grantor shall reimburse Grantee for such payments made within thirty (30) days of a written demand for reimbursement by Grantee. Grantee shall have the right to deduct the full amount of any such taxes paid by Grantee on Grantor’s behalf from any payments required to be made by Grantee to Grantor hereunder. Grantor retains any rights expressly enumerated in the Lease to receive real estate, personal property and other tax reimbursements from Tenant as well as to seek reimbursement or payments for any monetary liens levied on the Property resulting from Tenant’s activities (“*Tenant Liens*”) and to enforce Tenant’s obligations in the Lease to pay all applicable taxes and Tenant Liens other than any rights related to termination of the Lease of which only Grantee will have the right to exercise in Grantee’s sole and absolute discretion. If Grantee receives any tax reimbursements from Tenant associated with any taxes due on the Property by Tenant, Grantee shall forward such tax reimbursement payments to Grantor.

- b. **Grantee Liens and Taxes.** If any improvements or equipment within the Exclusive Easement Area are installed, owned or operated by Grantee (collectively, “*Grantee’s Improvements*”), Grantee shall be responsible to pay (or cause to be paid) applicable personal property taxes attributable solely to Grantee’s Improvements and shall pay, bond over or cause to be paid any monetary liens levied on the Property due to Grantee’s activities at the Property. Additionally, Grantee shall reimburse Grantor for any increase in Grantor’s real property taxes associated with Grantee’s Improvements (but not, however, taxes or other assessments attributable to periods prior to the Effective Date of this Agreement such as roll back taxes) upon receipt of the following: (1) a copy of Grantor’s tax bill; (2) proof of payment by Grantor; and (3) written documentation from the assessor of the amount attributable to Grantee’s Improvements. Grantee shall have no obligation to reimburse Grantor for any taxes paid by Grantor resulting from Grantee’s Improvements unless Grantor requests reimbursement within twelve (12) months of the date said taxes were originally due. Notwithstanding the foregoing, Grantor shall not be entitled to reimbursement for any costs associated with an increase in the value of Grantor’s Property calculated based on any monetary consideration paid by Grantee to Grantor. Grantor shall submit requests for reimbursement in writing to Grantee at: American Tower Corporation *Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801*, unless otherwise directed by Grantee from time to time. Grantee shall have the right to appeal any assessments relating to Grantee’s Improvements and Grantor shall cooperate with such appeal at no out of pocket expense to Grantor and shall either (i) designate Grantee as its attorney-in-fact as required to effect standing with the taxing authority, or (ii) join Grantee in its appeal.

9. **Hazardous Materials.** Neither Party shall use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Property in violation of any Environmental Laws (as defined below). As used herein, “*Hazardous Materials*” shall mean any: contaminants, oils, asbestos, PCBs, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials the removal of which are required or the maintenance of which are prohibited or regulated by any federal, state, or local governmental authorities having jurisdiction over all or any portion of the Property. As used herein, “*Environmental Laws*” shall mean any laws, regulations, ordinances, and/or administrative orders applicable to all or any portion of the Property, which govern Hazardous Materials. Grantor shall comply with all applicable Environmental Laws in Grantor’s use of the Property as well as all applicable obligations in the Lease as the landlord/lessor/licensor relating to the use of Hazardous Materials and compliance with Environmental Laws. Grantee shall comply with all applicable Environmental Laws to the extent Grantee uses the Easement Areas. Grantor further acknowledges and agrees that Grantee shall not be responsible or liable for the release of any Hazardous Materials on the Property by Tenant and any claims, losses or damages incurred by Grantor or any other third party as a result of such a release will be pursued by Grantor directly with Tenant and Grantor shall hold harmless Grantee and shall not join Grantee in any legal action against Tenant associated with the release of Hazardous Materials or violation of Environmental Laws. The Party breaching the terms of this section shall (and hereby does) indemnify and hold harmless the other non-breaching Party for all losses and damages incurred, including without limitation, court costs, legal fees and any fines levied by any governmental agency arising out of a breach of the terms of this Section by the breaching Party.

10. **Tenant and Permitted Party Relocation.** Grantor shall not enter into any agreements with Tenant (nor tenant’s successors, assigns or affiliate entities) nor any Permitted Party for use of any portions of the Property nor agree to relocate or allow the relocation of any of Tenant’s or any Permitted Party’s equipment outside of the Exclusive Easement Area without Grantee’s prior written consent, which may be withheld in Grantee’s sole and absolute discretion.

11. **Default.** Each Party shall have thirty (30) days to cure any defaults of this Agreement upon receiving written notice of a default from the non-defaulting Party. The non-defaulting Party's remedy for any defaults under this Agreement shall be specific performance and the defaulting Party shall indemnify and hold harmless the non-defaulting Party from all costs and damages actually incurred, including reasonable attorney's fees and court costs resulting from the enforcement of this Agreement against the defaulting Party. In the event any non-monetary default is of a nature that may require additional time to complete and the defaulting Party has diligently commenced a cure of such default, then the defaulting Party shall have additional reasonable time to cure such non-monetary default. Notwithstanding the foregoing, in the event of a default by Grantor of the Landlord Obligations retained by Grantor under the Lease, it shall also be deemed a default of this Agreement by Grantor and Grantor's total cure period under this Agreement for such default shall be equal to and not exceed the cure period under the Lease (if any). Additionally, Grantee shall have the option to abate and/or credit against any remaining payments due to Seller under the Purchase Agreement (to the extent any additional payments may exist) and this Agreement, any and all costs and damages incurred by Buyer as a result of Seller's uncured default of this Agreement.

12. **General Indemnity.** Each Party hereby indemnifies and holds harmless the other Party (the indemnifying Party is hereinafter referred to as the "**Indemnifying Party**" and the indemnified Party is hereinafter referred to as the "**Indemnified Party**") against all liability, claims, costs, losses, damages, expenses, court costs, reasonable attorney's fees and causes of action of any kind (collectively, the "**Claims**") arising out of the Indemnifying Party's breach of this Agreement, any of the representations or warranties herein as well as for the negligent, gross negligent or willful acts or omissions of the Indemnifying Party, provided, however, in all events, the aforementioned indemnification shall not apply to the extent that the Claims relate to, or arise as the result of any breach of this Agreement or any negligence, gross negligence, or willful misconduct of the Indemnified Party. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL GRANTOR OR GRANTEE BE LIABLE TO THE OTHER FOR, AND GRANTOR AND GRANTEE HEREBY WAIVE THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.

13. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth above. Grantor or Grantee, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

14. **Force Majeure.** The time for performance by the Parties of any applicable terms and provisions of this Agreement shall automatically be deemed extended by the amount of time lost due to delays resulting from strikes, civil riots, pandemics, epidemics, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

15. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns and shall run with the affected lands and Grantor's rights, duties and obligations herein shall automatically be assumed by successor fee simple owners of the Property. Grantee may assign this Agreement, in whole or in part, without the prior written consent of, or notice to Grantor, so long as any such assignee agrees in writing to assume all of the obligations of Grantee under this Agreement, at which time Grantee will be relieved of its obligations hereunder. Grantor shall not assign this Agreement to any person or entity that is not the fee simple owner of the Property. Grantee may record this Agreement in the county where the Property is located and Grantor shall reasonably cooperate with Grantee's efforts. The terms of this Agreement shall be governed by the laws of the State or Commonwealth where the Property is located, without regard to the conflicts of laws provisions of such State or Commonwealth. All references in this Agreement to the singular shall include the plural where applicable. If any part of this Agreement is deemed invalid by applicable court, such invalid provision shall only be ineffective, and the remaining provisions shall remain in full force and effect and in the event the Agreement is rendered invalid the Parties agree to enter into a substantially similar agreement with the same terms and conditions or substantially equivalent to effectuate the intent of the Parties herein. This Agreement constitutes the entire understanding between the Parties with regard to the subject matter hereof and there are no representations, terms, inducements or agreements other than those expressly set forth herein. Grantee has not provided any legal or tax advice to Grantor in connection with the execution of this Agreement. This Agreement may not be amended except by written and signed agreement between the Parties. This Agreement may be executed in counterparts each of which, when taken together, shall constitute a single agreement. Grantee's rights to use the Easement Areas herein

are subject to Tenant's rights in the Lease. In the event of any conflict between any rights conveyed to Grantee in this Agreement and Tenant's rights to use the Lease Area under the Lease, the Tenant's rights to use the Lease Area under the Lease will supersede the rights conveyed to Grantee herein until the Lease terminates, expires or is amended to eliminate such conflict.

(SIGNATURES AND EXHIBITS TO COMMENCE ON FOLLOWING PAGE)

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed under seal as of the day and year set forth below.

GRANTOR:

2 WITNESSES

Signature: Billy K. Graham Jr.
Print Name: Billy K. Graham Jr.
Date: 10-03-2022

Signature: Jeffrey W. Salzer
Print Name: Jeffrey W. Salzer

Signature: Dana R. Marlow
Print Name: Dana R. Marlow

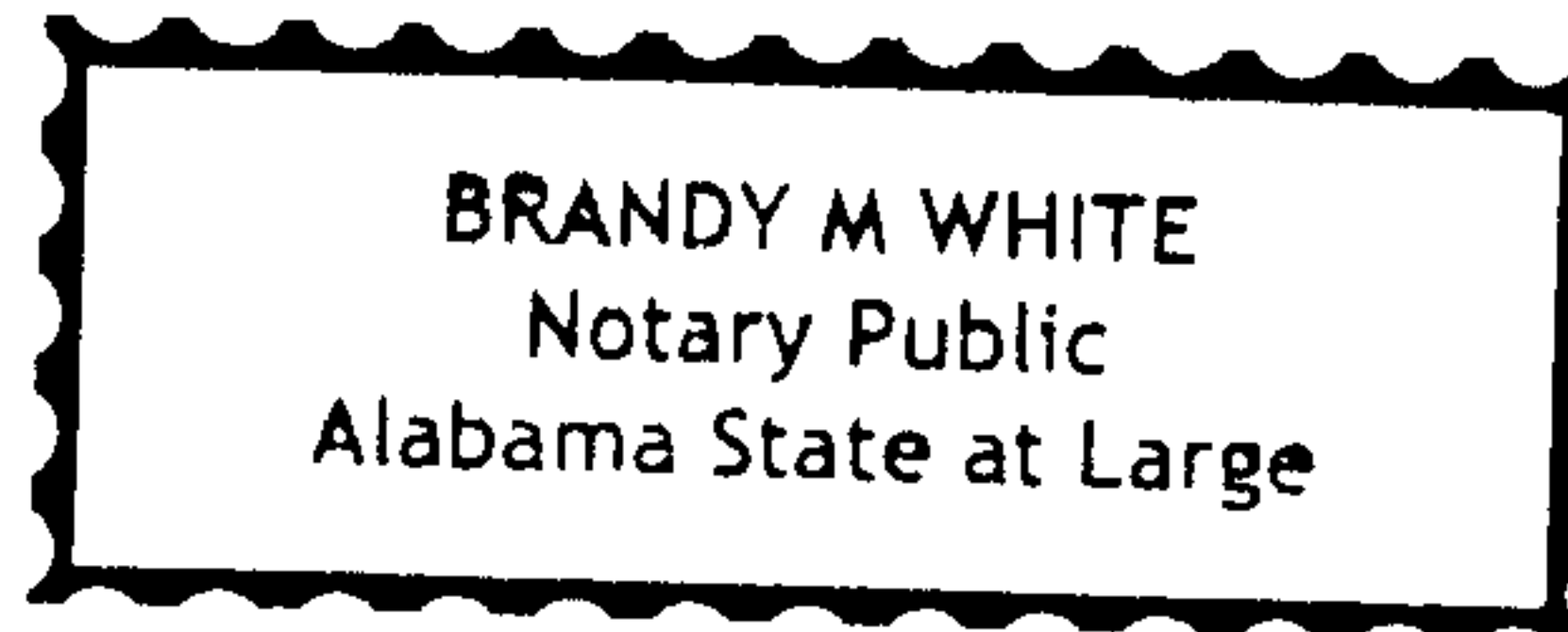
WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Alabama
County of Shelby

On this 3 day of October, 2022 before me, the undersigned Notary Public, personally appeared Billy K. Graham Jr., who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Brandy M. White
Notary Public
Print Name: Brandy M. White
My commission expires: _____



[SEAL]

My Commission Expires
January 19, 2023

GRANTOR:

2 WITNESSES

Signature: Jane Gore Graham
Print Name: Jane Gore Graham
Date: 10/3/2022

Signature: Jeffrey W. Salton
Print Name: Jeffrey W. Salton

Signature: Darin K. Thaler
Print Name: Darin K. Thaler

WITNESS AND ACKNOWLEDGEMENT

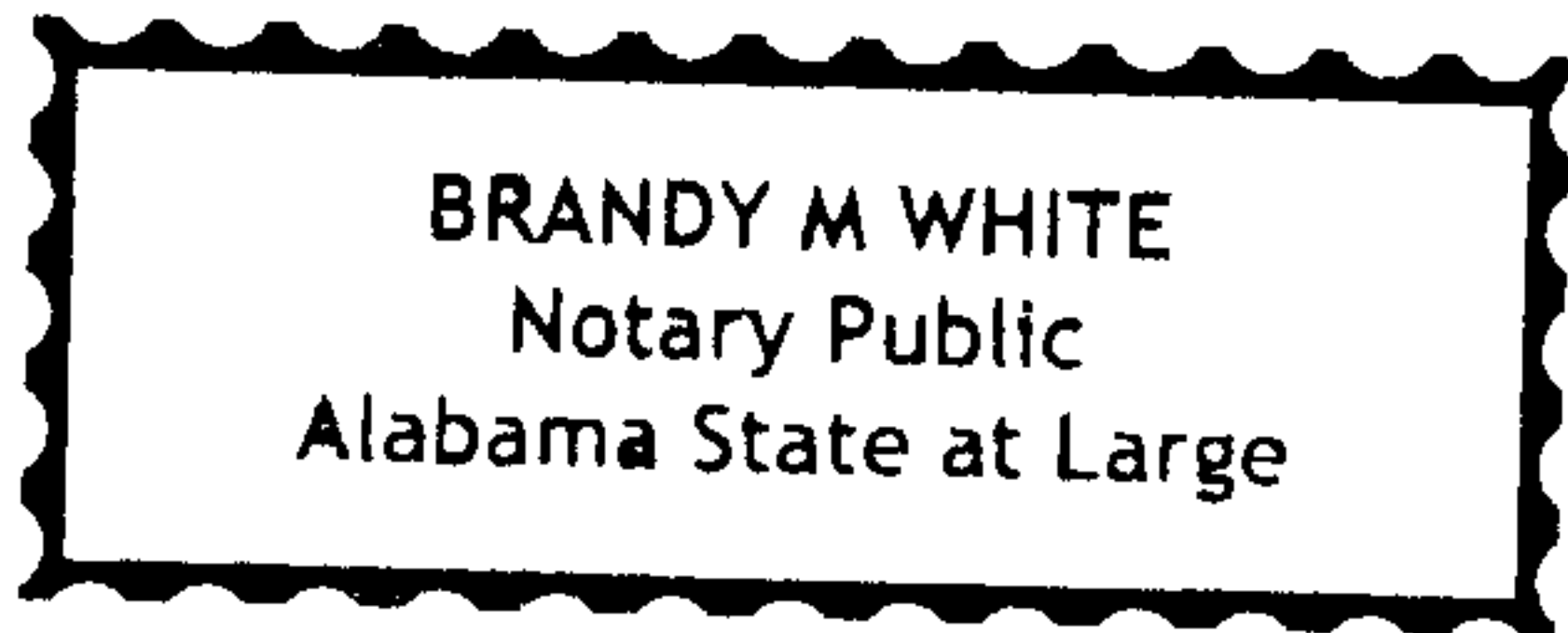
State/Commonwealth of Alabama

County of Shelby

On this 3 day of October, 2022, before me, the undersigned Notary Public, personally appeared Jane Gore Graham, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Brandy M. White
Notary Public
Print Name: Brandy M. White
My commission expires: _____



[SEAL]

My Commission Expires
January 19, 2023

GRANTEE:

InSite Wireless Group, LLC, a Delaware limited liability company

Signature: Chad Lindner
Print Name: Chad Lindner
Title: VP, Legal
Date: October 10, 2022

2 WITNESSES

Signature: Elizabeth Libro
Print Name: Elizabeth Libro

Signature: Anthony V. Rosa
Print Name: Anthony V. Rosa

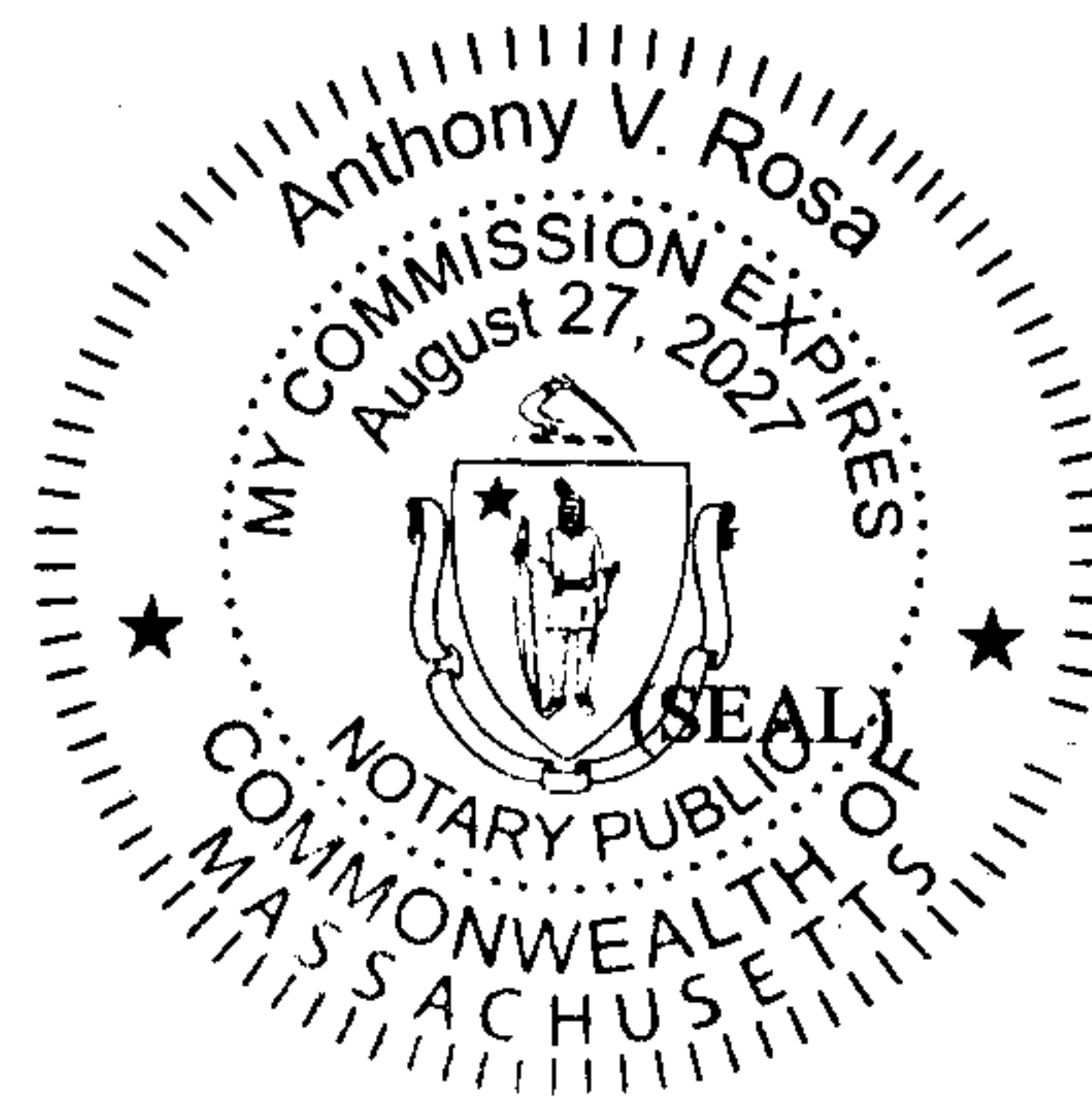
WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 6th day of October, 2022, before me, the undersigned notary public, personally appeared Chad Lindner, VP, Legal of InSite Wireless Group, LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Anthony V. Rosa
Notary Public
Print Name: Anthony V. Rosa
My commission expires 8/27/27



Attachments:

Exhibit "A" – Property

Exhibit "B" – Lease

Exhibit "C" – Exclusive Easement Area and Access and Utility Easement Area

EXHIBIT A

PROPERTY

The following described real estate, situated in Shelby County, Alabama, to-wit:

All NW ¼ of the NW ¼ of Section 12, Township 24 North, Range 13 East, lying NE of I-65 ROW and SW of Shelby County Highway # 67 ROW.

Parcel No. 35 1 12 0 000 004.000

This being the same property conveyed to Billy K. Graham Jr. and Jane Gore Graham as joint tenants, with right of survivorship from Billy K. Graham Jr. and wife Jane Gore Graham in deed dated February 28, 2020 and recorded March 4, 2020 as Instrument No. 20200304000085700.

EXHIBIT B

LEASE AND TENANT

That certain Tower Site Lease Agreement dated April 16, 1996, by and between Billy K. Graham Jr. and InterCel Birmingham MTA, Inc. ("Tenant") for a portion of the Property located at 2589 Highway 67, Calera, AL 35040, a memorandum of which was recorded on April 29, 1996, as Document No. 1996-13926, in Shelby County, AL, as amended by that certain Amendment to Tower Site Lease Agreement dated June 23, 2005, by and between Billy K. Graham Jr. and Crown Castle PT Inc., recorded on September 9, 2005, as Document No. 20050909-468140, in Shelby County, AL.

EXHIBIT C

EASEMENT AREAS

This Exhibit C may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Exclusive Easement Area, Access and Utility Easement Area and Grantee may remove any graphical depictions as required to comply with recording requirements.

Exclusive Easement Area

Those portions of the Property consisting of any locations where Tenant's existing Communications Equipment is located together with any areas of the Property conveyed to Tenant pursuant to the Lease. A depiction and/or description may be included below.

All that tract or parcel of land lying and being in the Northwest Quarter of the Northwest Quarter of Section 12, Township 24 North, Range 13 East, Shelby County, Alabama and being more particularly described as follows:

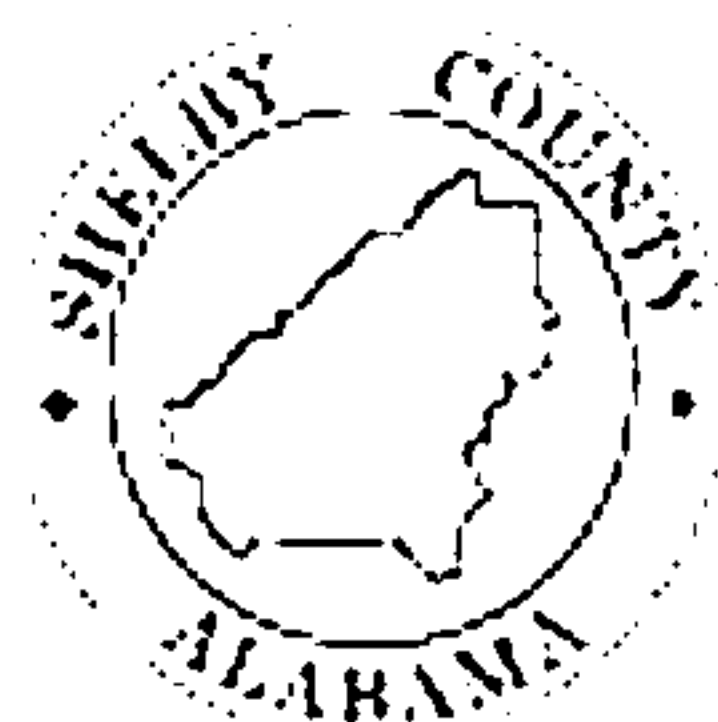
To find the point of beginning, COMMENCE at a 1-inch open top pipe at the southeast corner of the Northwest Quarter of the Northwest Quarter of Section 12, Township 24 North, Range 13 East, Shelby County, Alabama, said pipe having an Alabama Grid North, NAD 83, West Zone Value of N: 1121314.3058 E: 2203327.2315; thence running along the east line of said Quarter-Quarter, North 00°12'30" West, 1313.86 feet to the northeast corner of said Quarter-Quarter; thence with the north line of said Quarter-Quarter, South 89°22'36" West, 365.77 feet to a point and the true POINT OF BEGINNING; Thence leaving said north line and running, South 27°08'07" East, 386.64 feet to a point; Thence, South 36°12'07" East, 239.10 feet to a point; Thence, South 53°47'53" West, 342.30 feet to a point; Thence, North 18°22'37" West, 776.58 feet to a point on the north line of said Quarter-Quarter; Thence, North 89°22'30" East, 203.49 feet to a point and the POINT OF BEGINNING.

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

Said tract contains 4.00 acres (174,237 square feet), more or less, as shown in a survey prepared for American Tower Corporation by POINT TO POINT LAND SURVEYORS, INC. dated September 26, 2022.

Access and Utility Easement Area

Those portions of the Property consisting of any locations presently being utilized by Tenant for access and utilities together with any locations conveyed in the Lease for such access and utilities. A depiction and/or description may be included below.



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/20/2022 10:08:16 AM
\$59.00 BRITTANI
20221020000395650**

Alvin S. Bayl