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11/23/2020 09:36:43 AM
ESMTAROW 1/12

Prepared by and Return to:

Attorney, N. Jeanette Robinson, Land Management
Site No: 300211 / 202845
Site Name: Montevallo AL 1
c/o American Tower
10 Presidential Way
Woburn, MA 01801

Prior Recorded Easement Reference:

Document No: 20120605000198230
County of Shelby
State of Alabama

(Recorder's Use Above this Line)

STATE OF ALABAMA

ASSESSOR'S PARCEL NO.: 36-2-04-1-001-078-000

COUNTY OF SHELBY

THE FIRST AMENDMENT TO EASEMENT AND ASSIGNMENT AGREEMENT

This First Amendment to Easement and Assignment Agreement ("**Amendment**") dated as of 11/11/20, 2020 (the "**Effective Date**"), by and between the City of Montevallo, a municipal corporation ("**Grantor**") and American Towers LLC, a Delaware limited liability company ("**Grantee**").

BACKGROUND

WHEREAS, Grantor is the owner of the real property described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Premises**"). Grantor desires to amend and to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Amendment.

WHEREAS, Grantor (or its predecessor-in-interest) and Grantee (or its predecessor-in-interest) entered into that certain Easement Agreement dated March 14, 2012 and recorded on June 5, 2012 with the records of Shelby County, Alabama as Document Number 20120605000198230 (the "**Original Easement Agreement**"), and further, the Original Easement Agreement was assigned to Grantee (or its predecessor-in-interest) in that certain Assumption of Easement Agreement dated October 25, 2019 and recorded in Shelby County, Alabama on January 16, 2020 as Document Number 2020116000022630 pursuant to which the Grantee was assigned (i) a perpetual, exclusive easement (the "**Exclusive Easement**") over a portion of the Premises, all as more particularly described in the Original Easement Agreement which is also described on **Exhibit B** and attached hereto and by this reference made a part hereof (the "**Exclusive Easement Area**"); and (ii) a perpetual, non-exclusive easement (the "**Access and Utility Easement**"; the Exclusive Easement and Access and Utility Easement, collectively, the "**Easements**") in and to that portion of the Premises more particularly described on **Exhibit "C"** attached hereto and by this reference made a part hereof (the "**Access and Utility Easement Area**"; the Access and Utility Easement Area and Exclusive Easement Area, collectively, the "**Easement Areas**"). The Easement Areas shall be used for the purposes set forth herein and shall expressly include that portion of the Premises upon which any of Grantee's fixtures, structures, equipment or other personal property are located as of the date of this Amendment; and

Site No: 300211 / 202845
Site Name: Montevallo AL 1

WHEREAS, the Original Easement Agreement as modified and amended by this Amendment, is hereby referred to herein as, the ***"Easement Agreement"***; and

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Original Easement Agreement as follows:

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. **Private Easement.** Nothing in the Easement Agreement shall be deemed to be a dedication of any portion of the Easement Areas for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit.
2. **Successors Bound.** The Easement Agreement shall be binding on and inure to the benefit of the parties hereto. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in the Easement Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming any interest under them.
3. **Duration.** Sections 5 and 6 of the Original Easement Agreement are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the duration of the Easement Agreement shall be controlled by this Section of this Amendment. The duration of the Easement Agreement and the Easements granted herein (the ***"Term"***) shall be perpetual, unless Grantee provides written, recordable notice of Grantee's intent to terminate the Easement Agreement and the Easements described herein, in which event the Easement Agreement, the Easements, and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. For the avoidance of doubt, Grantee may, in its sole and absolute discretion, unilaterally terminate the Easement Agreement, the Easements, and all of Grantee's obligations hereunder without the approval of or consent of Grantor as provided in the immediately preceding sentence. Grantor may not terminate the Easement Agreement except for as provided in this Section below. In the event Grantee, or its successors, abandons its use of the Easements, then Grantor, or its successors, may terminate the Easement Agreement and the Easements conveyed herein by providing legally sufficient evidence of such abandonment and following such termination all right and title to the land constituting the Easement Areas shall revert back to Grantor. Abandonment shall be deemed to have occurred if neither Grantee nor any of its affiliates, customers, tenants, subtenants, employees or agents, use the Easement Areas in any manner (such use shall be construed broadly to include, but not be limited to, use of the tower for the broadcast and receipt of telecommunications signals, maintenance of the tower or the equipment located on the Exclusive Easement Area, or maintenance and/or upkeep of the Exclusive Easement Area) for a consecutive period of ten (10) years, and, following the expiration of such ten (10) year period, do not respond within forty-five (45) days of Grantee's receipt of written notice from Grantor asserting such abandonment.
4. **Easement Consideration.** Upon receipt of the consideration outlined in that certain Termination of Letter Agreement entered into between the parties, dated as of or around the Effective date hereof (the ***"Termination Letter"***), Grantor will be paid in full for the Easements. The Grantor's obligations hereunder are contingent upon payment in full within thirty (30) days of the execution of the Termination Letter.
5. **Use of Easement Areas.**
 - a. **Exclusive Easement.** The Exclusive Easement Area may be used by Grantee and any of its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the ***"Permitted Parties"***) for the purposes of installing, constructing, maintaining, operating, modifying, repairing and/or replacing improvements, equipment, structures, fixtures, a communications tower, antennae and other personal property as Grantee may deem necessary or appropriate, which may be located on or in the Exclusive Easement Area from time to time, for the facilitation of communications and other related uses. Any such property, including any equipment, structures, fixtures and other personal property currently on or in the Exclusive Easement Area, shall not be deemed to be part

of the Premises, but instead shall remain the property of Grantee or the applicable Permitted Parties. At any time during the Term and at any time within 180 days after the termination of the Easement Agreement, Grantee and/or any applicable Permitted Parties may remove their equipment, structures, fixtures and other personal property from the Easement Areas. Grantee may make, without the consent or approval of Grantor, any improvements, alterations or modifications to the Exclusive Easement Area as are deemed appropriate by Grantee, in its sole and absolute discretion. Grantee shall have the unrestricted and exclusive right, exercisable without the consent or approval of Grantor, to lease, sublease, license, or sublicense any portion of the Exclusive Easement Area, but no such lease, sublease or license shall relieve or release Grantee from its obligations under the Easement Agreement. Grantor shall not have the right to use the Exclusive Easement Area for any reason and shall not disturb Grantee's nor any Permitted Parties' right to use the Exclusive Easement Area in any manner. Grantee may, at Grantee's sole and exclusive option, construct a fence around all or any part of the Exclusive Easement Area and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement Area.

b. Access and Utility Easement. The Access and Utility Easement shall be used by Grantee and the Permitted Parties for pedestrian and vehicular (including trucks) ingress and egress to and from the Exclusive Easement Area at all times during the Term on a seven (7) days per week, twenty-four (24) hours per day basis. Grantee shall have the non-exclusive right to construct, reconstruct, add, install, improve, enlarge, operate, maintain and remove overhead and underground utilities, including, without limitation, electric, fiber, water, gas, sewer, telephone, and data transmission lines (including wires, poles, guys, cables, conduits and appurtenant equipment) in, on, or under the Access and Utility Easement Area in order to connect the same to utility lines located in a publicly dedicated right of way. Notwithstanding the foregoing, Grantor shall not in any manner prevent, disturb, and/or limit access to the Access and Utility Easement Area or use of the Access and Utility Easement by Grantee or any of the Permitted Parties, and Grantor shall not utilize the Access and Utility Easement Area in any manner that interferes with Grantee's or any of the Permitted Parties' use of such area as expressly provided herein. In the event the Access and Utility Easement Area cannot, does not, or will not fully accommodate the access and utility needs of the Grantee during the Term, or if it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement Area are not encompassed within the description of the Access and Utility Easement Area as set forth herein, Grantor and Grantee agree to amend the description of the Access and Utility Easement Area provided herein to include the description of such areas and/or to relocate the Access and Utility Easement, for no additional consideration, and to create a revised legal description for the Access and Utility Easement Area that will reflect such relocation. The Access and Utility Easement and the rights granted herein with respect to the same shall be assignable by Grantee to any public or private utility company to further effect this provision without the consent or approval of Grantor.

6. Assignment. Grantee may assign the Easement Agreement, in whole or in part, to any person or entity at any time without the prior written consent or approval of, or notice to, Grantor, including, but not limited to, an affiliate of Grantee. If any such assignee agrees to assume all of the obligations of Grantee under the Easement Agreement, then Grantee will be relieved of all of its obligations, duties and liabilities hereunder.

7. Non-Compete. During the Term, Grantor shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Premises or Grantor's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**"), without the prior written consent of Grantee, which may be withheld, conditioned, and/or delayed in Grantee's sole, reasonable discretion.

8. Covenants; Representations; Warranties.

a. Grantor hereby represents and warrants to Grantee the following: (i) Grantor is the owner in fee simple of the Easement Areas, free and clear of all liens and encumbrances; (ii) Grantor, to the best of their knowledge, has the full authority and power to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person or persons executing this Amendment on behalf of Grantor have the authority to enter into and deliver this Amendment on behalf of Grantor; (iii) to the best of Grantor's knowledge, there is no condemnation proceeding pending or threatened against all or any portion of the Premises; (iv) 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 Premises that could affect Grantee's use of the Easement Areas as contemplated herein; (vi) to the best of Grantor's knowledge, the Premises is in compliance with all applicable laws, ordinances and regulations, including those governing Hazardous Materials (as defined below); (vii) to the best of Grantor's knowledge, there is no proceeding pending or threatened to change the zoning status of the Premises; (viii) there are no leases, written or oral, affecting all or any portion of the Easement Areas, except for any agreements entered into between Grantee or its affiliates and third parties, or recorded of record in Shelby County deed records; and (ix) Grantee shall peaceably and quietly hold, exercise, and enjoy the Easements during the Term without any hindrance, molestation or ejection unless they violate the terms of the Easement Agreement.

b. Section 8 of the Original Easement Agreement is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to reimbursement of taxes shall be controlled by this Section of this Amendment. During the Term, Grantor shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Premises, including the Easement Areas. Grantee hereby agrees to reimburse Grantor for any personal property taxes in addition to any increase in real property taxes levied against the Premises that are directly attributable to Grantee's improvements on the Easements (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Grantor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Grantee) of such personal property taxes or real property tax increase to Grantee along with proof of payment of the same by Grantor. Anything to the contrary notwithstanding, Grantor shall not be entitled to reimbursement from Grantee costs associated with an increase in the value of Grantor's real property calculated based on any monetary consideration paid from Grantee to Grantor. Additionally, Grantor is only eligible for reimbursement by Grantee for any applicable taxes if Grantor requests such reimbursement within two (2) years after the date such taxes became due. Grantor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Grantee from time to time. Subject to the requirements set forth in this Section, Grantee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Grantor. Grantee shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Grantee.

c. If the Premises are subdivided, the area comprising the Easement Areas shall be retained in one undivided parcel. Grantor shall provide Grantee with written notice of any subdivision along with identification of the new parcel (including the tax parcel number if applicable) upon which the Easement Areas shall thereafter be located. In the event it is discovered that Grantor's subdivision of the Premises results in a violation or possible violation of applicable zoning laws and such violation or possible violation thereafter results in Grantee's inability to utilize the Easement Areas as contemplated in the Easement Agreement upon written notice by Grantee, Grantor shall undertake any and all acts necessary to cause the Easement Areas to comply with all applicable zoning laws. Grantor shall and hereby does indemnify and hold harmless Grantee from any and all damages and costs incurred by Grantee (including but not limited to loss of profits, incidental and consequential damages, attorney's fees and court costs) as a result of Grantor's failure to adhere to the requirements of this section.

d. Grantor shall not suffer, grant, create, transfer, or convey (or cause to be suffered, granted, created, transferred, or conveyed) any claim, lien, encumbrance, easement, interest, restriction or other charge or exception to title to the Easement Areas or any other portion of the Premises that would adversely affect Grantee's use of the Easement Areas as contemplated herein.

e. Grantor shall not, and shall not knowingly permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Premises 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 Premises. As used herein, "**Environmental Laws**" shall mean any laws, regulations, ordinances, and/or administrative orders applicable to all or any portion of the Premises, which govern Hazardous Materials.

f. Grantee shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Easement Areas in violation of any Environmental Laws.

g. Grantee hereby agrees to and does indemnify and shall defend and hold harmless Grantor against all damages asserted against or incurred by any of them by reason of any negligence or damage resulting in any manner as a result of Grantee having or operating equipment, transmission lines, or material in the Easement Areas

h. The representations, warranties, covenants, agreements, and indemnities contained in this section shall survive the execution and delivery of this Amendment indefinitely.

9. Non-Disturbance. During the Term, Grantor will not improve or alter the Premises or grant, convey, transfer, or otherwise enter into any other easement, ground lease, lease, license, or similar agreement or contract with respect to any portion of the Premises if the same would interfere with, disturb, limit, or impair Grantee's permitted use of the Easement Areas. Grantor hereby acknowledges that Grantee and the Permitted Parties are currently utilizing the Exclusive Easement Area for the purpose of transmitting and receiving communication signals, including, but not limited to, wireless telecommunications signals. Grantor and Grantee recognize and acknowledge that Grantee's use of the Easement Areas set forth in the Easement Agreement would be materially frustrated if the communications signals were blocked or otherwise interfered with, or if access and/or utilities to and from the Exclusive Easement Area were inhibited, even if temporarily. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing and shall promptly undertake any remedial action necessary to comply with the terms and provisions of this Section.

10. Grantee's Securitization Rights; Estoppel. Sections 14 and 15 of the Original Easement Agreement are hereby deleted in their entirety and are of no further force and effect. Grantor hereby consents to the granting by Grantee of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Grantee's interest in the Easement Agreement and all of Grantee's property and fixtures attached to and lying within the Exclusive Easement Area and further consents to the exercise by Grantee's mortgagee ("**Grantee's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Grantor shall recognize the holder of any such Security Interest of which Grantor is given prior written notice (any such holder, a "**Holder**") as "Grantee" hereunder in the event a Holder succeeds to the interest of Grantee hereunder by the exercise of such remedies. Grantor further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Grantee or Holder.

11. Assignment of Ground Lease. The parties hereby acknowledge and agree that the Premises is currently subject to that certain Communications Site Lease Agreement (Ground) dated March 2, 2000 originally by and between the City of Montevallo, a municipal corporation and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications (as the same may have been amended from time to time collectively, the "**Lease**"), as evidenced by that certain memorandum of lease recorded in the records of Shelby County, Alabama. Grantor hereby acknowledges and agrees that there currently exists no default under the Lease, and no conditions that, with the passage of time, would constitute a default under the Lease. Grantor hereby assigns, transfers, sets over and delivers to Grantee all of Grantor's rights, title and interests in, to, and/or under the Lease, including, without limitation, all rents and other monies due to Grantor under the Lease from and after the Effective Date, and Grantee hereby accepts and assumes all of the obligations which are the responsibility of the landlord under the Lease from and after the Effective Date. Grantor hereby releases and forever remises Grantee from all claims arising under the Lease. Grantee hereby indemnifies and holds Grantor harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) which are actually asserted, instituted, assessed, incurred, and/or sustained against or by Grantor with respect to or in connection with matters arising or accruing under the Lease from and after the Effective Date.

12. Notices. Section 17 of the Original Easement Agreement is hereby deleted in its entirety and of no further force and effect. 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 below:

To Grantee: American Towers LLC
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

To Grantor: The City of Montevallo
545 Main Street
Montevallo, AL 35115

With copy to: American Towers LLC
116 Huntington Avenue
Boston, MA 02116
Attn: Legal Department

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.

13. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of the Easement Agreement shall automatically be deemed extended by time lost due to delays resulting from strikes, civil riots, 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.

14. Miscellaneous. This Amendment shall be recorded at the sole expense of Grantee and shall be governed by and construed in all respects in accordance with the laws of the State of Alabama. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or intent of this Amendment. The Easement Agreement and any other documents executed in connection herewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. Each party has relied upon its own advice of counsel in connection with the execution of this Amendment. The Easement Agreement may not be further modified, amended, altered or changed in any respect except by written agreement that is signed by each of the parties hereto. Except as modified or amended hereby, all terms, covenants, and provisions of the Original Easement Agreement are and shall remain in full force and effect and all references to such Original Easement Agreement shall henceforth refer to the Original Easement Agreement as modified by this Amendment. This Amendment shall be deemed incorporated into, and a part of, the Original Easement Agreement.

15. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee in the Easement Agreement or in any instrument or documents executed pursuant to the Easement Agreement are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantor or Grantee.

16. Counterparts. This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Grantor and Grantee are not signatories to the original or the same counterpart.

17. Severability. Should any part or provision of the Easement Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the Easement Agreement and they shall remain in full force and effect and the Easement Agreement shall be construed as if such part or provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the parties shall execute a reasonably acceptable ground lease between Grantor, as landlord, and Grantee, as tenant (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses

consistent with those set forth herein. The parties agree that no additional consideration shall be paid to Grantor for entering into such a lease and said lease must (a) expressly provide that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the leased premises or to permit sublessees or licensees to utilize the non-exclusive easement for access and utilities, (b) be for a term of ninety-nine (99) years, or as long as permitted by applicable law.

18. Government Approvals/Applications/Appeals. Grantor hereby covenants and agrees that (a) neither Grantor nor any affiliate of Grantor shall at any time oppose in any manner (whether at a formal hearing, in written documentation, or otherwise) any zoning, land use or building permit application of Grantee or any appeals made by Grantee, including appeals related to the value of the Easement Areas so long as the Easements continue to be used in accordance with the purposes defined in paragraph 5(a); and (b) Grantor shall promptly cooperate with Grantee in making application for and/or otherwise obtaining all licenses, permits, and any other necessary approvals and in making and executing any appeals, including appeals related to the value of the Easement Areas, that may be required for Grantee's intended use of the Easement Areas.

19. Further Acts; Attorney-In-Fact. Grantor, at Grantee's sole cost and expense, shall cooperate with Grantee, as the case may be, in executing any documents necessary to protect Grantee's rights under the Easement Agreement or Grantee's use of the Easements and to take such action as Grantee may be reasonably required to effect the intent of the Easement Agreement. Grantor hereby irrevocably appoints Grantee as Grantor's attorney-in-fact coupled with an interest to prepare, execute, deliver, and submit land-use, building permit and zoning applications related to Grantee's permitted use of the Easement Areas, on behalf of Grantor, to federal, state and local governmental authorities.

20. Conflict/Capitalized Terms. The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Original Easement Agreement, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Original Easement Agreement. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Original Easement Agreement, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

21. Survey. Grantee may elect, at Grantee's expense, to cause a boundary, as-built or similar survey of all or any portion of the Easement Areas (the "**Survey**") to be prepared by a surveyor duly licensed under the laws of the state in which the Premises is located.

22. Waiver. 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, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES.

23. Compliance with Laws. Grantee shall at all times use the Exclusive Easement Area in a lawful manner and comply with all governmental laws, rules, regulations and orders applicable to Grantee's use.

[END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal as of the day and year set forth below.

GRANTOR:

2 WITNESSES

The City of Montevallo,
a municipal corporation

Signature: Hollie C. Cost
Print Name: Hollie C. Cost
Title: Mayor
Date: 9.23.20

Signature: [Signature]
Print Name: Herman LeBlanc
Signature: [Signature]
Print Name: Lisa Terrill

WITNESS AND ACKNOWLEDGEMENT

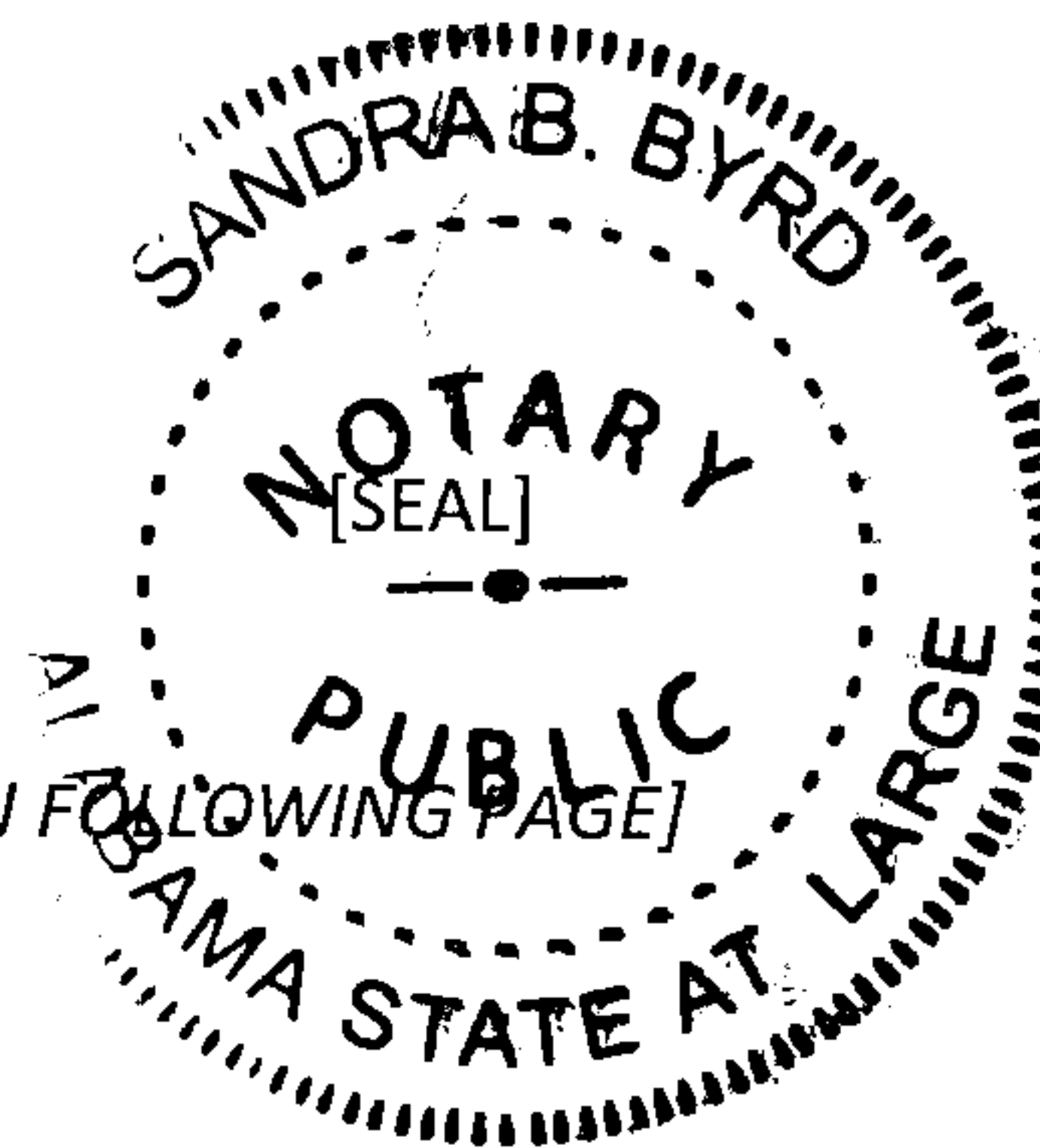
State/Commonwealth of Alabama

County of Shelby

On this 23 day of September, 2020, before me, the undersigned Notary Public, personally appeared HOLLIE C. COST, Mayor, 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.

[Signature]
Notary Public
Print Name: Sandra B Byrd
My commission expires: 08/24/2021



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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9/12

GRANTEE:

2 WITNESSES

American Towers LLC,
a Delaware limited liability company

Signature: *Carol Maxime*

Print Name: Carol Maxime

Title: _____

Date: Senior Counsel, US Tower

11/11/2020

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

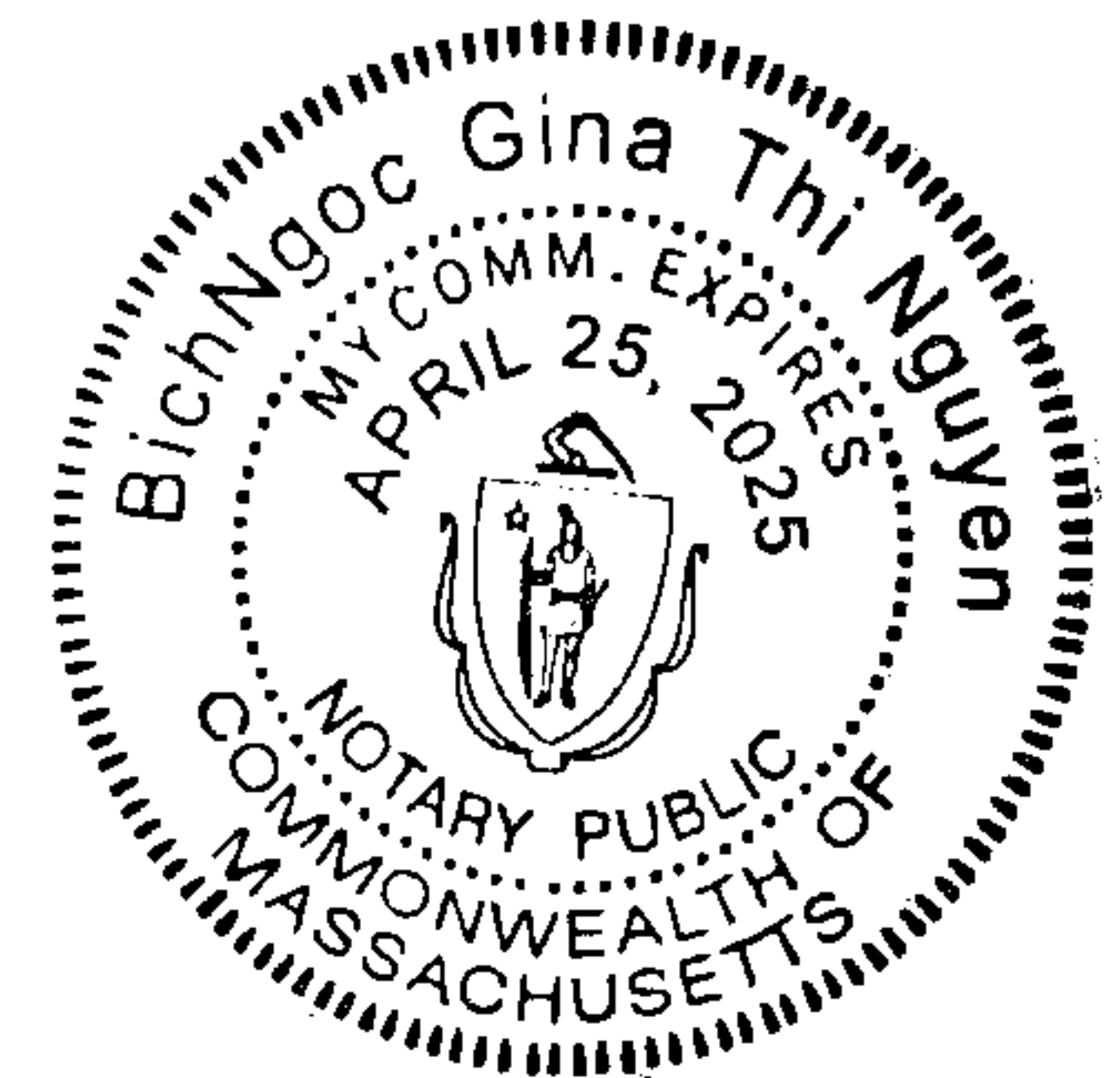
County of Middlesex

On this the 11th day of November, 2020, before me, the undersigned Notary Public, personally appeared Carol Maxime, Senior Counsel, personally known to me (or 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.

Bich Ngoc Gina Thi Nguyen
Notary Public
My Commission Expires: _____

{Seal}



Attachments:

Exhibit "A" – Premises

Exhibit "B" – Exclusive Easement Area

Exhibit "C" – Access and Utility Easement Area

Site No: 300211 / 202845
Site Name: Montevallo AL 1

Premises

This Exhibit A may be replaced by descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Premises.

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

The North 45.2 ft. of Lot 1 of Block "M"; Lots 4, 5, 6, 11 and 12 of Block "G"; and Lots 1 through 6 both inclusive of Block "L" according to Reynolds Addition to South Montevallo as shown by a map recorded in Map Book 3, Page 41 in the Probate Office of Shelby County, Alabama.

There is excepted from Lots 1 through 6 in said Block "L" all portions of said lots heretofore conveyed to State of Alabama by the Grantors herein on September 24, 1948 as shown by Deed Book 134, Page 569 in the Probate Office of Shelby County, Alabama.

Said portion of Lots 1 through 6 inclusive of Block L being conveyed, after excepting that portion conveyed to the State of Alabama mentioned above, is described as follows: Being at the Northwest intersection of Waller and Graham Streets and proceed Westward along the South side of Lot 6 of Block L 57.47 feet; thence at an angle of 92 deg. 21 min. to the right 300.27 feet to the North side of Lot 1 of said Block L, thence at an angle of 87 deg. 39 min. to the right and along the North side of said Lot 1 44.31 feet to the west line of Waller Street; thence at an angle of 90 deg. 09 min. to the right and along the West side of Waller Street 300.00 feet to point of the beginning.

AND BEING the same property conveyed to City of Montevallo, a municipal corporation from Hampton D. Lee and Exie R. Lee by Warranty Deed dated June 10, 1970 and recorded July 10, 1970 in Deed Book 263, Page 37.

Tax Parcel No. 36-2-04-1-001-078

ALSO LESS AND EXCEPT THE NORTH 100 FEET AS DESCRIBED IN DEED TO THE CITY OF MONTEVALLO IN INSTRUMENT NO. 2006083100431190, SHELBY COUNTY RECORDS.

Exclusive Easement Area

This Exhibit B 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, and if applicable, guy wire and guy anchor easements

All that tract or parcel of land lying and being in Section 4, Township 24 North, Range 12 East, Shelby County, Alabama, and being a part of Lots 3, 4, and 5, Block "L" as shown on the map of survey of Reynolds Addition to South Montevallo as recorded in Map Book 3, Page 41, Shelby County Records, and being more particularly described as follows:

To find the point of beginning, COMMENCE at an iron pin found at the right-of-way intersection of Graham Street (having a 50-foot public right-of-way) and Waller Street (having a 50-foot public right-of-way), said rebar also found at the southeast corner of said Lot 6 and having an Alabama Grid North, NAD 83, West Zone Value of N: 1125927.4130 E: 2162155.9788; thence running along the westerly right-of-way line of Waller Street, North 00°19'57" East, 50.00 feet to a point and the true POINT OF BEGINNING; Thence leaving said right-of-way line and running, North 89°48'21" West, 55.20 feet to a point on the east line of the lands of Montevallo Middle School; Thence with said east line, North 02°49'13" East, 135.01 feet to a point; Thence leaving said east line and running, South 89°54'56" East, 49.34 feet to a point on the westerly right-of-way line of Waller Street; Thence, South 00°19'57" West, 134.96 feet to a point and the POINT OF BEGINNING.

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

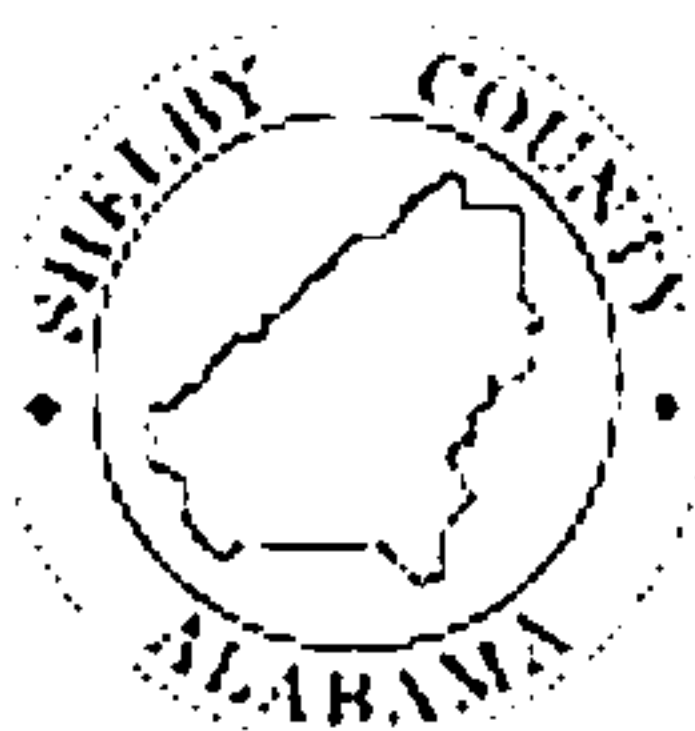
Said tract contains 0.1619 acres (7,052 square feet), more or less

20201123000535440 11/23/2020 09:36:43 AM ESMTAROW
12/12 EXHIBIT "C"

Access and Utility Easement Area

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 Access and Utility Easement Area

All existing utility and access easements from Exclusive Easement Area to a public right of way.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/23/2020 09:36:43 AM
\$55.00 JESSICA
20201123000535440

Site No: 300211 / 202845
Site Name: Montevallo AL 1

Allen S. Bayl