

20210824000411640
08/24/2021 09:28:26 AM
AGREEMNT 1/7

Prepared by and after recording, return to:
Harmoni Towers LLC
Attn: Real Estate
10801 Executive Center Drive, Suite 100
Little Rock, Arkansas 72211
501.621.0521

Harmoni Site ID: ALBRH2041
Harmoni Site Name: Shelby
County: Shelby
State: Alabama

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: COMMERCIAL POST CLOSING
530 SOUTH MAIN ST
SUITE 1031 21081400
AKRON OHIO 44311
(330-436-6000)

MEMORANDUM OF OPTION

This Memorandum of Option (“**Memorandum**”) dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by SHANE MERRELL, an individual, having a mailing address of 64 5th Ave, Shelby, AL 35143 , (“**Landlord**”) and Harmoni Towers LLC, a Delaware limited liability company having a mailing address of 10801 Executive Center Drive, Shannon Building, Suite 100, Little Rock AR 72211 (“**Tenant**”) and evidences that on the 28th day of June, 2021 an Option and Lease Agreement (“**Agreement**”) was entered into by and between the Landlord and Tenant.

1. Landlord owns certain real property described in Exhibit 1, attached (“**Property**”). Subject to the terms of the Agreement, Landlord has granted to Tenant an option (“**Option**”) to lease a portion of the Property (“**Premises**”) and to acquire certain easements for ingress, egress and utilities (“**Easements**”, and, collectively with the Premises, the “**Site**”) as described in the Agreement and as described in Exhibit 1.

2. Landlord and Tenant desire to place this Memorandum of record in order to provide notice of the existence of the Option.

3. The term of the Option is two (2) years from the Effective Date, upon the expiration of which, this Memorandum shall expire and be terminated with no further action required.

4. This Memorandum of Option 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 Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Option and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

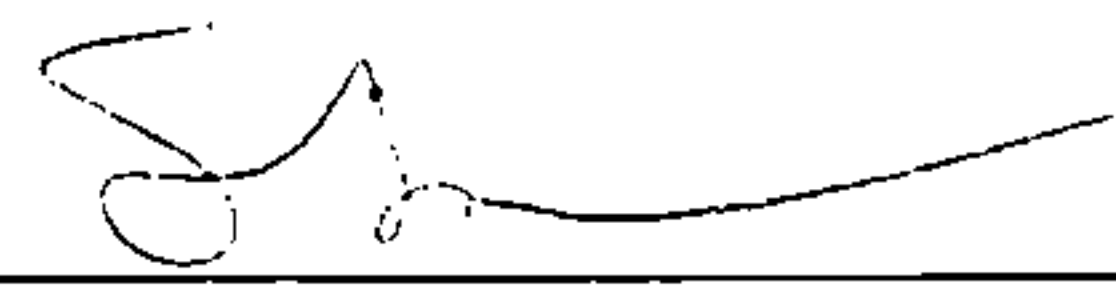
[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option of the latter of the signature dates below.

"LANDLORD"

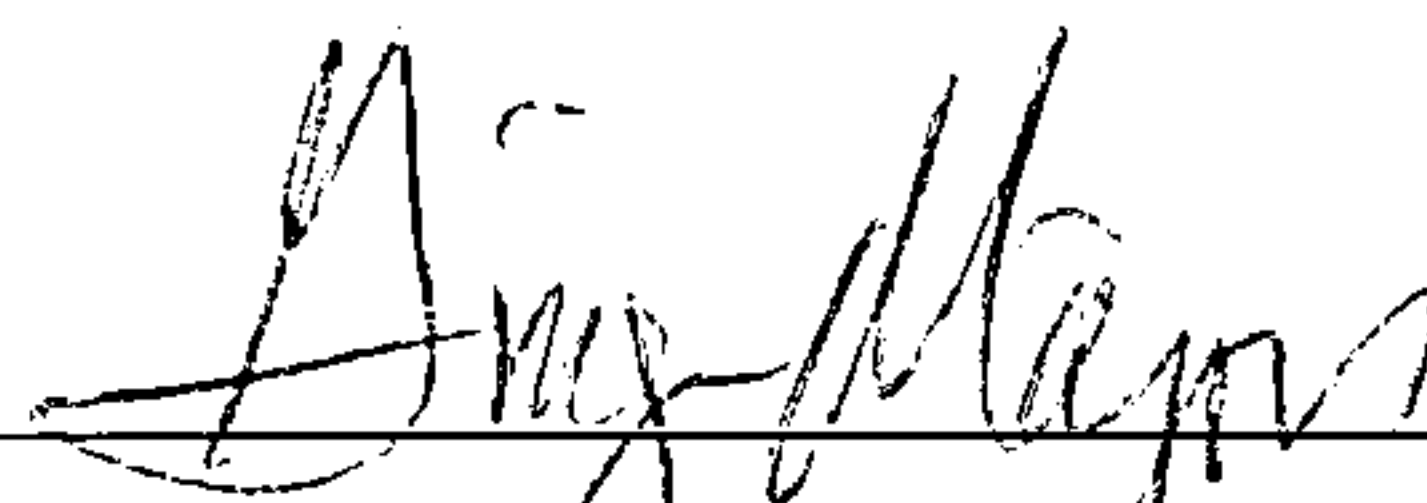
SHANE MERRELL

An individual

By: 
Name: Shane Merrell
Date: 5-13-21

"TENANT"

HARMONI TOWERS LLC

By: 
Name: Ginger Majors
Its: VP-Real Estate
Date: 6-28-2021

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

On the 20th day of June, 2021, before me personally appeared Ginger Majors, who acknowledged under oath that he/she is the VP Real Estate of Harmoni Towers LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

BY TENANT:

Ginger Majors
(signature)

PRINT NAME:

Ginger Majors

BY WITNESS:

Laura Headington
(signature)

PRINT NAME:

Laura Headington

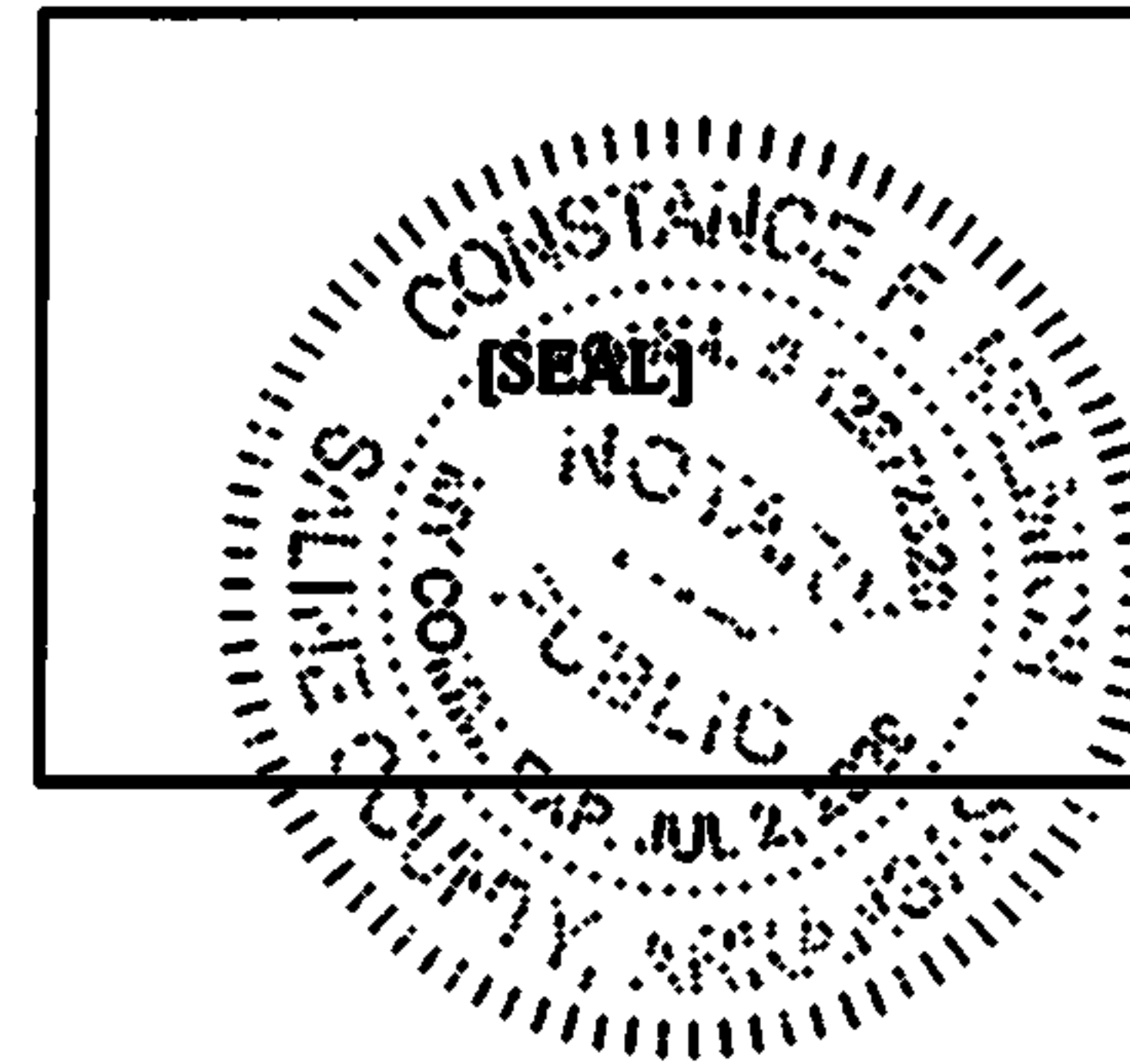
BY NOTARY PUBLIC:

Constance F. Helmich
(signature)

PRINT NAME:

My Commission Expires:

7-2-2029



LANDLORD ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

On the 13th day of May in the year 2021 before me, the undersigned, a notary public in and for said state, personally appeared SHANE MERRELL, an individual, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

BY LANDLORD: [Signature]
(signature)

PRINT NAME: Shane merrell

BY WITNESS: [Signature]
(signature)

PRINT NAME: Nicole Gardner

BY NOTARY PUBLIC: [Signature]
(signature)

PRINT NAME: Jennifer Lineberry

My Commission Expires: 11-13-2023

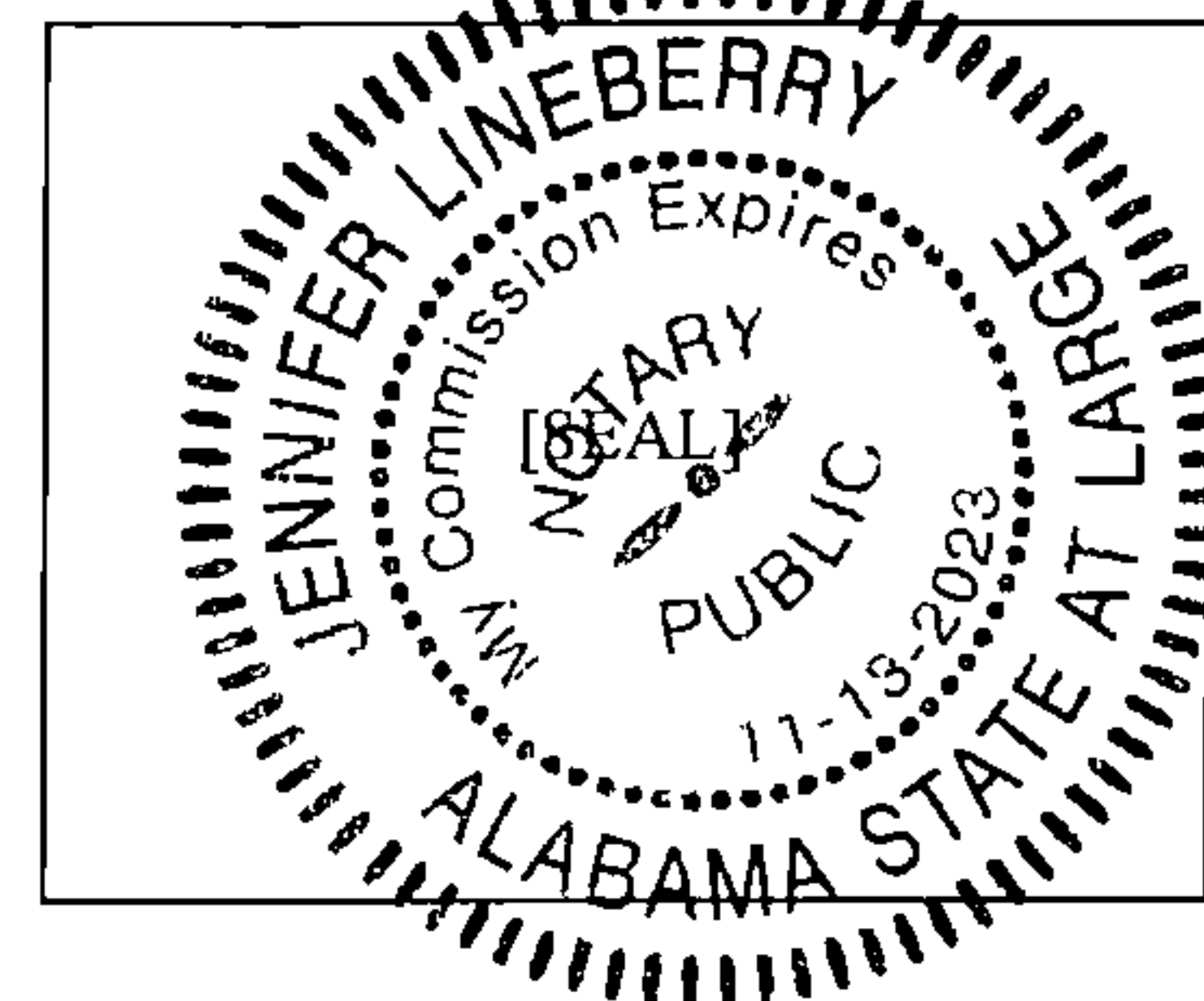


EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 3

to the Memorandum of Option dated June 28, 2021, by and between SHANE MERRELL, an individual, as Landlord, and Harmoni Towers LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Property located in Shelby County, Alabama

Lot 2-D, according to Resurvey No. 2 Waxahatchee corner, as recorded in Map Book 42, Page 18, in the Probate Office of Shelby County, Alabama.

AND BEING the same property conveyed to Shane Merrell from Waxahatchee Enterprises, Inc. by Corporation Form Warranty Deed dated October 1, 2015 and recorded October 2, 2015 in Instrument No. 20151002000345220.

Tax Parcel No. 33-2-09-0-000-019.002

The Site is described and/or depicted as follows:

A one-hundred-foot by one-hundred-foot (100' x 100') portion of the Property together with access and utility easements and as further depicted below:

**30' INGRESS EGRESS & UTILITY EASEMENT
METRO SITE
SHELBY
ALBRH2041**

Together with a 30-foot wide Ingress-Egress and Utility Easement (lying 15 feet each side of centerline) lying and being in the Northwest Quarter of the Southeast Quarter of Section 9, Township 24 North, Range 15 East of Shelby County, Alabama, and running through Lot 2-D of Resurvey Number 2 of Waxahatchee Corner, as recorded in Map Book 42 Page 18, Shelby County records and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 9; thence running along a tie line, North 50°42'20" West, 735.59 feet to a 1/2-inch rebar with cap stamped "RYS" found on the easterly right-of-way line of Shelby County Highway Number 47 (having an 80-foot right-of-way), said rebar also being the southeast corner of Lot 2-A of said Resurvey Number 2 of Waxahatchee Corner and having an Alabama Grid North, NAD83, West Zone value of N: 1120211.6571, E: 2252368.5033; thence running along said easterly right-of-way line, North 47°09'04" West, 230.28 feet to a point and the true POINT OF BEGINNING. Thence leaving said right-of-way line and running, North 45°14'46" East, 200.83 feet to a point; Thence, North 50°47'15" East, 108.55 feet to a point; Thence, North 01°28'15" East, 124.82 feet to a point; Thence, North 23°31'27" West, 33.00 feet to a point; Thence North 43°48'25" West, 70.00 feet to the ENDING at a point on the Lease Area.

Bearings based on Alabama Grid North, NAD83, West Zone.

As shown in a survey prepared for Metro Site by POINT TO POINT LAND SURVEYORS INC. dated March 5, 2021

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/24/2021 09:28:26 AM
\$40.00 BRITTANI
20210824000411640

Allen S. Bayl