

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Kaneesha Dukes-Wright, Esq.
ATC Site No: 300243
ATC Site Name: Saginaw AL 2
Assessor's Parcel No(s): 23-1-12-0-000-026.001 and 23-1-12.0-000-026-000

No Prior Recorded Lease Reference:

State of Alabama
County of Shelby

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **Jeffrey Bryan Benson, Victoria B. Schutter, Karen B. Mermingas and Kelly B. Babler**, as individuals ("**Landlord**") and **American Tower Asset Sub, LLC**, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Ground Lease Agreement dated January 6, 2000 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be January 5, 2045. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

4. **Right of First Refusal.** There is a right of first refusal in the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **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 herein: to Landlord at: Jeffrey Bryan Benson, 655 Hwy 107, Montevallo, AL 35115 to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, 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.
7. **Counterparts.** This Memorandum may be executed in multiple 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.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

Jeffrey Bryan Benson

Signature: Jeffrey Bryan Benson
Print Name: Jeffrey Bryan Benson
Date: 9/9/2024

Signature: Shyla Dewey
Print Name: Shyla Dewey
Signature: Danielle Williams
Print Name: Danielle Williams

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of AL

County of Shelby

On this 9th day of September, 2024, before me, the undersigned Notary Public, personally appeared Jeffrey Bryan Benson, 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.

Candace Kilgo Connell
Notary Public
Print Name: Candace Kilgo Connell
My commission expires: 12/6/2025

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LANDLORD

2 WITNESSES

Kelly B. Babler

Signature: *Kelly B. Babler*
 Print Name: **Kelly B. Babler**
 Date: 9/9/24

Signature: *Jennifer Woody*
 Print Name: Jennifer Woody

Signature: *Angelica M. Fuemmeler*
 Print Name: Angelica M. Fuemmeler

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Georgia

County of Cobb

On this 9 day of September, 2024, before me, the undersigned Notary Public, personally appeared Kelly B. Babler, 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.

Janeen L Bird
 Notary Public
 Print Name: Janeen Bird
 My commission expires: 9/15/2027



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LANDLORD

2 WITNESSES

Victoria B. Schutter

Signature: Victoria B. Schutter
Print Name: **Victoria B. Schutter**
Date: 9/6/2024

Signature: PAT HIGGINS
Print Name: **PAT HIGGINS**

Signature: Margie C. Higgins
Print Name: **Margie C. Higgins**

WITNESS AND ACKNOWLEDGEMENT

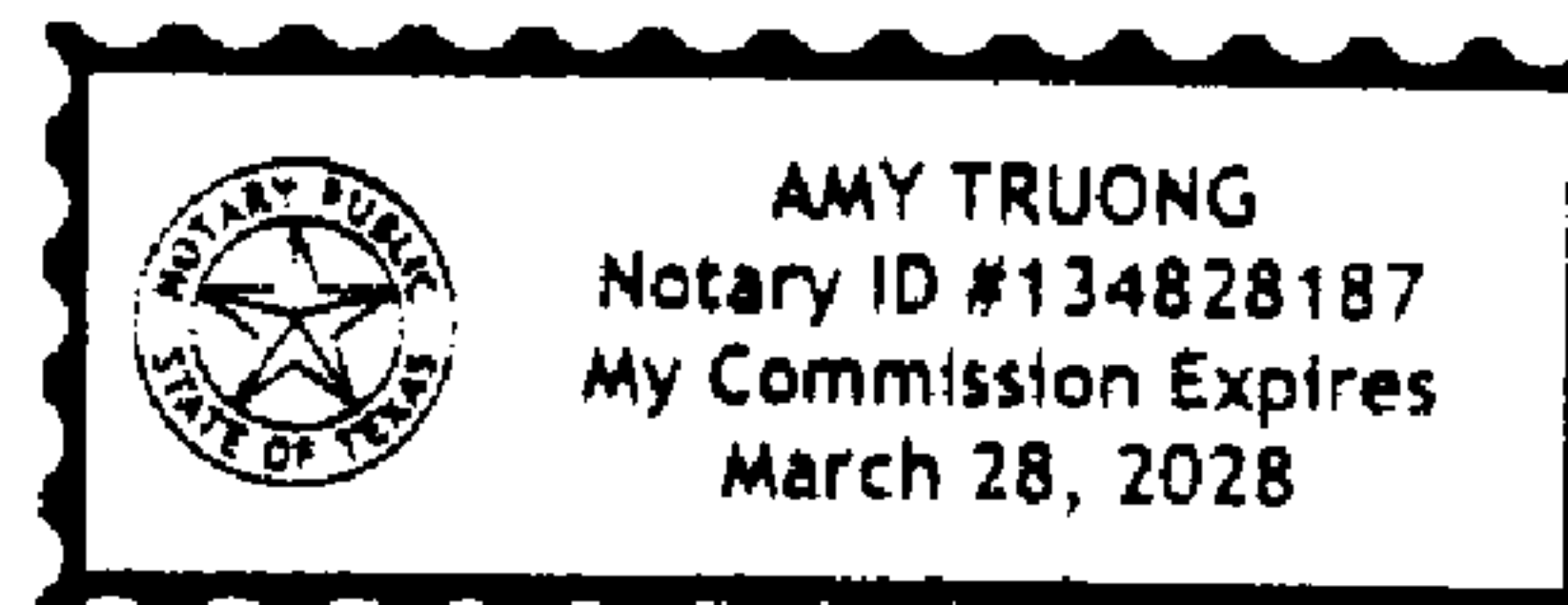
State/Commonwealth of Texas

County of Harris

On this 6 day of September, 2024, before me, the undersigned Notary Public, personally appeared **Victoria B. Schutter**, 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.

Amy Truong
Notary Public
Print Name: Amy Truong
My commission expires: 3/28/28



[SEAL]

[SPOUSAL CONSENT, IF APPLICABLE, FOLLOWS ON NEXT PAGE]

LANDLORD

Karen B. Mornings

Signature: X/BM

Print Name: Karen B. Mornings

Date: 9-24-24

Witness:

① Ανδρέας Ουρόβιας
LIPSIOU OROVIA

② [Signature]

Maxoupos Navapinis

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

REPUBLIC OF GREECE)
PROVINCE OF THESSALONIKI)
CITY OF THESSALONIKI)
CONSULATE GENERAL OF THE)
UNITED STATES OF AMERICA)

On this 24 day of September, 2024, before me, the undersigned Notary Public, personally appeared Karen B. Mornings, 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 Christina Seremetis
Print Name: Notarizing Officer
My commission expires: INDEFINITE

[SEAL]



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

American Tower Asset Sub, LLC,
a Delaware limited liability company

Signature: *Carol Maxime*
Print Name: Carol Maxime
Title: Senior Counsel, US Tower
Date: 11/4/2024

WITNESS

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 4 day of November, 2024, before me, the undersigned Notary Public, personally appeared Carol Maxime, Sr. Counsel, US Tower, 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.

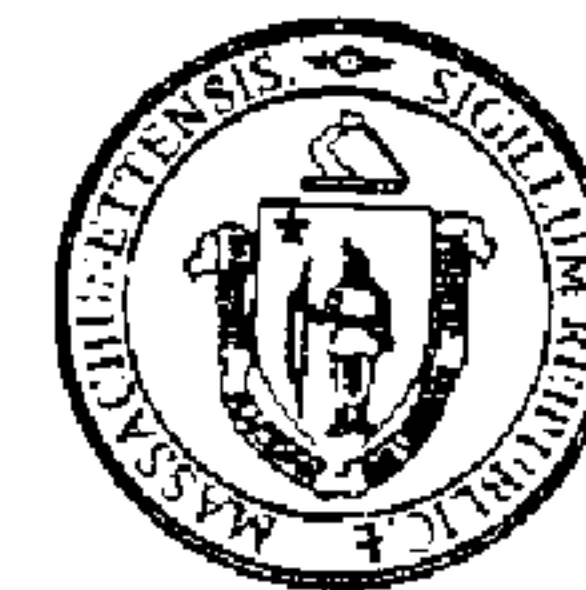
Renata F. Santo
Notary Public

Print Name: Renata F. Santo
My commission expires: _____



Renata F. Santo
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires

[SEAL]



Renata F. Santo
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
June 2, 2028

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Commence at the Northeast corner at SE1/4 of NE1/4 of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, and run in a Westerly direction along the North line of said ¼ ¼ a distance of 1263.0 feet to point of beginning, thence turn an angle of 100°53' to the left for a distance of 294.72 feet, thence turn an angle to the right of 74°06' and run a distance of 240.88 feet to East Right of Way line of Highway #31, thence turn an angle to the right of 87° 58' and run a distance of 52.89 feet; thence turn an angle of 7°06' to the right along said Right of Way line for a distance of 161.78 feet, thence turn an angle of 90° to the right and run 10 feet, thence turn an angle of 88°31' to the left along said Right of Way line for a distance of 210.76 feet to the North line of SW1/4 of NE1/4 of said Section 12; thence turn an angle of 110°14' to the right and run along the North line of said SW1/4 of NE1/4 and along the North line of said SE1/4 of NE1/4 a distance of 308.66 feet to point of beginning.

Less and Except that part conveyed to the City of Alabaster recorded in Volume 256, Page 836, more particularly described as follows:

Commence at Northeast corner of SE1/4 of NE1/4 of Section 12, Township 21 South, Range 3 West and run in a Westerly direction along the North line of said ¼ ¼ a distance of 1263.0 feet to a point of beginning, thence continue along the same said course for a distance of 145.52 feet, thence turn an angle of 111°43' to the left for a distance of 157.30 feet, thence turn an angle of 95°04' to the left for a distance of 117.92 feet, thence turn an angle of 74°06' to the left for a distance of 94.72 feet to point of beginning.

Also an 18 foot easement of uniform width, the westerly line being hereinafter described for roadway purposes over and along the following described land:

Commence at the northeast corner of the SE1/4 of NE:1/4 Section 12, Township 21 South, Range 3 West and in a westerly direction along the north line of said quarterquarter, run a distance of 1263.0 feet to the point of beginning; thence turn an angle of 100 deg. 53 min. to the left for a distance of 154.51 feet; thence continue along the same said course southerly for a distance of 210.91 feet; thence turn an angle of 1 deg 46 min to the right along said westerly right of way line for a distance of 100.65 feet; thence turn an angle of 20 deg 55 min to the right along said westerly right of way line of said easement for a distance of 139.23 feet; thence turn an angle of 22 deg 00 min to the right along the westerly right of way or northerly right of way line for a distance of 48.17 feet; thence turn an angle of 27 deg. 48 min to the right along said right of way line for a distance of 63.40 feet to the easterly right of way line of U. S. Highway 31 and the end of said easement. The above easement is to be 18 feet of uniform width extending easterly from the above described westerly line.

The above described property is situated in the SE1/4 of NE1/4 and in the SW1/4 of NE1/4 of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama.

EXHIBIT A (Cont.)

Said easement shall be for mutual benefit of all property abuttingsaid roadway and shall not be construed as being exclusive as to any owners.

Being situated in Shelby County, Alabama; known as Parcel ID: 23 1 12 0 000 026.001 and 23 1 12 0 000 026.000.

This being the same property conveyed to Jeffrey Bryan Benson, Victoria B. Schutter, Karen B. Mermingas, and Kelly B. Babler from Jeffrey Bryan Benson, (a married man), Victoria B. Schutter (a married woman), Karen B. Mermingas (a married woman), and Kelly B. Babler (a married woman) in a deed dated October 19, 2019 and recorded October 29, 2019 as Instrument No. 20191029000398910 in Shelby County, AL.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A 0.07 ACRE AREA BEING A PORTION OF THE PARCEL AS DESCRIBED IN INSTRUMENT NUMBER 20121017000399100 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA, IDENTIFIED AS PARCEL NUMBER 23-1-12-0-000-026.000 SITUATED IN THE NE QUARTER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 3 WEST, ALABAMA WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 2" OPEN PIPE FOUND MARKING THE NORTHEAST CORNER OF THE LESS & EXCEPT TRACT AS DESCRIBED IN SAID INSTRUMENT NUMBER 20121017000399100;
THENCE S 11°51'09" E 73.92 FEET TO A POINT; THENCE S 11°51'09" E 20.80 FEET TO A POINT; THENCE S 62°12'59" W 117.79 FEET TO THE POINT OF BEGINNING; THENCE S 62°12'59" W 27.70 FEET TO A POINT; THENCE N 22°47'55" W 108.62 FEET TO A POINT; THENCE N 62°12'59" E 27.70 FEET TO A POINT; THENCE S 22°47'55" E 108.62 FEET TO THE POINT OF BEGINNING. CONTAINING 2,997.18±SQUARE FEET (0.07 ACRES), MORE OR LESS.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A 0.05 ACRE EASEMENT BEING A PORTION OF THE PARCEL AS DESCRIBED IN INSTRUMENT NUMBER 20121017000399100 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA, IDENTIFIED AS PARCEL NUMBER 23-1-12-0-000-026.000 SITUATED IN THE NE QUARTER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 3 WEST, ALABAMA WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT A (Cont.)

COMMENCE AT A 2" OPEN PIPE FOUND MARKING THE NORTHEAST CORNER OF THE LESS & EXCEPT TRACT AS DESCRIBED IN SAID INSTRUMENT NUMBER 20121017000399100;
THENCE S 11°51'09" E 73.92 FEET TO A POINT; THENCE S 11°51'09" E 20.80 FEET TO THE POINT OF BEGINNING OF AN ACCESS AND UTILITY EASEMENT; THENCE S 11°51'09" E 14.56 FEET TO A POINT; THENCE S 62°12'59" W 142.71 FEET TO A POINT; THENCE N 22°47'55" W 14.05 FEET TO A POINT; THENCE N 62°12'59" E 145.49 FEET TO THE POINT OF BEGINNING.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/22/2024 01:36:06 PM
\$485.50 BRITTANI
20241122000363710

Allen S. Bayl 243
Site Name: Saginaw AL 2