

Prepared by and Return to:

Attorney N. Jeanette Robinson, Land Management
c/o American Tower
10 Presidential Way
Woburn, MA 01801
Site No: 300044
Site Name: Roberta

Prior Recorded Easement Reference:

Instrument No. 1999-32038
State of Alabama
County of Shelby

(Recorder's Use Above this Line)

STATE OF ALABAMA

Tax Parcel ID No: 35 3 06 0 001 010.000

COUNTY OF SHELBY

FIRST AMENDMENT TO ACCESS EASEMENT AGREEMENT

This First Amendment to Access Easement Agreement (this "***Amendment***") is made effective as of the latter signature date hereof (the "***Effective Date***") by and between **Heidelberg Materials Southeast Agg LLC**, a Delaware limited liability company, successor by merger to HM Southeast Concrete LLC f/k/a Sherman International Corp ("***Grantor***") and **American Tower Asset Sub, LLC**, a Delaware limited liability company ("***Grantee***") (Grantor and Grantee being collectively referred to herein as the "***Parties***").

RECITALS

WHEREAS, Grantor is the owner of that certain real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "***Parent Parcel***"); and

WHEREAS, Grantee owns, operates or otherwise manages a communications facility on land adjacent to the Parent Parcel (the "***Tower Parcel***"); and

WHEREAS, Grantor (or its predecessor-in-interest) and Grantee (or its predecessor-in-interest) entered into that certain Access Easement Agreement dated July 12, 1999 (as the same may have been amended from time to time, collectively, the "***Easement Agreement***"), pursuant to which Grantor conveyed to Grantee, and Grantee certain rights and easements, as more particularly described in the Easement Agreement, ("***Easements***") in, on, over and through that portion of the Parent Parcel more particularly described on **Exhibit B** attached hereto and by this reference made a part hereof (the "***Easement Area***").

Site No: 300044
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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 as follows:

1. **Duration.** Notwithstanding anything to the contrary contained in the Easement Agreement or this Amendment, the Parties agree the Easement Agreement originally commenced on August 5, 1999 and, without giving effect to the terms of this Amendment, the Easement Agreement is otherwise scheduled to expire on August 4, 2024 (the ***"Existing Term"***). The Easement is hereby amended to provide Grantee with the option to extend the Easement Agreement for each of two (2) additional five (5) year renewal terms (each a ***"New Renewal Term"*** and, collectively, the ***"New Renewal Terms"***). Notwithstanding anything to the contrary contained in the Easement Agreement, all New Renewal Terms shall automatically renew unless Grantee notifies Grantor that Grantee elects not to renew the Easement Agreement, as amended herein, at least sixty (60) days prior to the commencement of the next Term (as defined below). References in this Amendment to ***"Term"*** shall refer, collectively, to the Existing Term and the New Renewal Term(s).
2. **Use of Easement Area.** The Easements shall 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 pedestrian and vehicular (including, without limitation, trucks and other construction vehicles and equipment) ingress and egress to and from the Tower Parcel at all times during the Term. Grantee shall use commercially reasonable efforts to ensure that each Permitted Party accessing the Tower Parcel by means of the Easement Area during hours of (8:00a to 3:00p, Monday through Friday, ***"Business Hours"***) stop at the Grantor's office to sign-in upon arrival at the Parent Parcel and sign-out when leaving the Parent Parcel. In the event of an emergency which requires access to the Tower Parcel by means of the Easement Area outside of Business Hours, Grantee shall use commercially reasonable efforts to inform Grantor that access has occur. Grantee shall be responsible for ensuring that any gates securing the Parent Parcel are closed and locked securely after Grantee or Permitted Parties have entered or exited the Parent Parcel.
3. **Maintenance and Repair.** In the event the surface of any portion of the Easement Area is disturbed by Grantee's exercise of any of its easement rights under this Easement Agreement, such area shall be restored to the condition in which it existed as of the commencement of such activity.
4. **Relocation of Easement Area.** Grantor shall have the one-time right to relocate the Easement Area at Grantor's sole cost and expense. Grantor shall provide Grantee with at least one hundred eighty (180) days' prior written notice of its intent to relocate the Easement Area, which notice shall (i) include a copy of a survey (with a corresponding legal description) depicting the new proposed access easement location (the ***"Proposed New Easement Area"***) and (ii) identify the date on which Grantor desires to commence relocation activities. Additionally, if requested by Grantee, Grantor shall conduct a Phase 1 environmental site assessment of the Proposed New Easement Area, which assessment shall be conducted by environmental professionals approved by Grantee and shall be at Grantor's sole cost and expense. Grantor's proposed relocation of the Easement Area to the Proposed New Easement Area shall be subject to Grantee's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Grantee, however, shall have the right to deny approval of any proposed relocation if a Phase 1 environmental survey indicates a violation or potential violation of any local, state or federal environmental law or regulation in connection with, related to, and/or

resulting from the proposed relocation of the Easement Area to the Proposed New Easement Area. Grantor shall also obtain, at Grantor's sole cost and expense, any necessary jurisdiction and government approvals, consents, and permits for the requested access relocation. In all events, any Proposed New Easement Area shall provide access to the Tower Parcel of the same or similar quality and accessibility as exists as of the Effective Date hereof. Grantor agrees the relocation of the Easement Area shall not interrupt Grantee's daily operation of the tower site, including, but not limited to, access to the site (by foot and vehicle, including trucks) on a 24 hours a day, 7 days a week basis.

5. **Easement Consideration.** Grantor hereby acknowledges the receipt, contemporaneously with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term. Grantee shall pay to Grantor a one-time payment in the amount of Ten Thousand and No/100 and No/100 Dollars (\$10,000.00), payable within thirty (30) days of the Effective Date, as full and complete consideration for the Easement. Accordingly, no additional consideration shall be due during the Term.
6. **Indemnities.** Grantee shall and hereby does indemnify and hold Grantor harmless from all demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorney's fees and costs) actually incurred, asserted, and/or suffered (collectively, the "**Losses**"), whether to persons or property, arising directly from Grantee's negligent use of the Easement Area and the negligent use of the Easement Area by Grantee's employees, agents, contractors, guests, licensees, or invitees; provided, in all events, the aforementioned indemnification shall not apply if and to the extent that the Losses relate to, or arise as the result of, the negligence, gross negligence, or willful misconduct of Grantor or any of Grantor's employees, agents, contractors, and/or invitees. Grantor shall and hereby does indemnify and hold Grantee harmless from all Losses, whether to persons or property, arising directly from Grantor's negligent use of the Parent Parcel and the negligent use of the Parent Parcel by Grantor's employees, agents, contractors, guests, licensees, or invitees; provided, in all events, the aforementioned indemnification shall not apply if and to the extent that the Losses relate to, or arise as the result of, the negligence, gross negligence, or willful misconduct of Grantee or any of Grantee's employees, agents, contractors, and/or invitees.
7. **Insurance.** All policies of insurance provided for in this Agreement must be issued by insurance companies that have a financial rating of not less than "A- VII" as rated in the most current edition of Best's Insurance Reports or equivalent rating agency. During the Term of this Agreement, Grantee shall obtain and maintain, at Grantee's expense, the following insurance coverage. The limits and coverage types below should be considered minimum requirements and in no way limit Grantee's liability under the Agreement.

General Liability. CGL insurance shall cover liability, including but not limited to, liability arising from premises, operations, independent contractors, property damage, personal injury and Broad Form Contractual Liability specifically in support of the Contract. Coverage shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage. With minimum limits of:

Commercial General Liability	\$1 million (each occurrence)
	\$2 million (general aggregate)
	\$2 million (general aggregate – Products/Completed Operations)

Primary and Non-Contributory. Grantee acknowledges the existence of liability and property damage insurance carried by Grantor, its shareholders and their respective affiliates, and it is understood and agreed

that the insurance provided in such policies, if any, shall not be applicable to Grantee's insurance requirements under this Agreement. It is further understood that the insurance provided by such policies and such other insurance carried by Grantor, its shareholders and their affiliates, shall not be primary or called upon by Grantee's insurers for contributing, deficiency, concurrent or double insurance, or otherwise, and shall provide for a severability of interest or cross-liability clause.

Workers' Compensation Limits. Covering all employees who are engaged in any work under the Agreement or similar social insurance in accordance with the law, with statutorily required coverage limits covering all employees and including a U.S. Longshore and Harbor Workers' Compensation Act Endorsement to Workers' Compensation Policy extending coverage to all employees engaged in performing work subject to the Longshore and Harbor Workers' Compensation Act and Employer Liability.

a) Workers' Compensation Statutory

b) Employer Liability

\$1 million per accident

\$1 million policy limit

\$1 million bodily injury by disease

Commercial Auto Liability with minimum limits of:

- Commercial Auto Liability \$1 million (combined single limit)

Additional Insured. For each such policy of insurance maintained by Grantee pursuant in the Insurance Clause (except the Workers' Compensation policy and Professional Liability), the insurer shall name Heidelberg Materials US, Inc., its subsidiaries and affiliates as additional insured. Grantee shall obtain endorsements equivalent to CG 20 10 for ongoing operations and CG 20 37 for Completed Operations (CGL) and CG 20 15 04 13 for products and CA 20 48 (Auto) to affect this status.

Waiver of Subrogation. Grantee and Grantor each waives all rights against the other and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability, commercial liability or auto liability insurance obtained by the other party.

Deductibles / Self Insured Retentions. Any and all deductible or retention sums in Grantee's insurance policies shall be assumed by, for the account of, and at the sole risk of, Grantee.

Evidence of Insurance. Grantee shall, within thirty (30) days of request and not more than once per calendar year furnish to Grantor a certificate of insurance showing the amounts of coverage set forth in this Agreement, and shall be required to give at least thirty (30) days' notice to Grantor prior to cancellation, expiration or modification thereof.

If any of the foregoing insurance coverage is required to remain in force after termination of the Agreement an additional certificate evidencing continuation of such coverage can be requested.

Coverage provided under any policies required should not exclude any operation or scope of work that is being contracted for. If such exclusion exists, Grantee will declare this exclusion to Grantor in writing for approval prior to the date of this contract.

8. **Assignment.** Grantee may assign this Amendment, in whole or in part, to any person or entity at any time without the prior written consent of Grantor, which assignment will be effective upon providing notice of such assignment or transfer to Grantor.
9. **Exhibit Replacement.** The Parties hereby acknowledge and agree that the Easement Area as described in **Exhibit B** shall supersede and replace any prior descriptions and/or depictions of the Easement Area from the Easement Agreement.
10. **Binding Effect.** The rights, covenants and agreement contained herein shall run with the land and shall bind and benefit the Parties hereto and their respective transferees, successors, assigns and any person claiming by, through or under either party to this Amendment.
11. **Default and Remedies.** In the event of a material default by Grantor or Grantee, which default is not cured within sixty (60) days of the non-defaulting party's receipt of written notice thereof, provided, however, in the event that the defaulting party has diligently commenced to cure a material default within sixty (60) days of the actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, in which event, the defaulting party shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure the non-defaulting party may seek any and all remedies permitted by law.
12. **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 or Commonwealth in which the Parent Parcel is situated, without regard to the conflicts of laws provisions of such State or Commonwealth. 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. This Amendment 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. This Amendment may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the Parties hereto.
13. **Execution in 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.
14. **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 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 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 Easement Agreement , the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

15. **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 below:

To Grantee: American Tower Asset Sub, LLC
c/o American Tower
10 Presidential Way
Woburn, MA 01801

To Grantor: HM Southeast Concrete LLC
3237 Satellite Boulevard
Bldg 300, Suite 210
Duluth, GA 30096
Attn: Land Manager

With copy to: American Tower Asset Sub, LLC
c/o American Tower
116 Huntington Avenue
Boston, MA 02116
Attn: Legal Department

Heidelberg Materials US, Inc.
300 East John Carpenter Freeway
Irving, TX 75062
Attn: General Counsel

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.

[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:

Heidelberg Materials Southeast Agg LLC,
a Delaware limited liability company,
successor by interest to HM Southeast Concrete LLC
f/k/a Sherman International Corp

Signature: B. Y. Y.
By: Brian Moore
Its: Vice President / General Manager
Date: 12/20/24

WITNESSES:

Signature: Pam Clayton
Print Name: Pam Clayton

Signature: L. Thompson
Print Name: L. Thompson

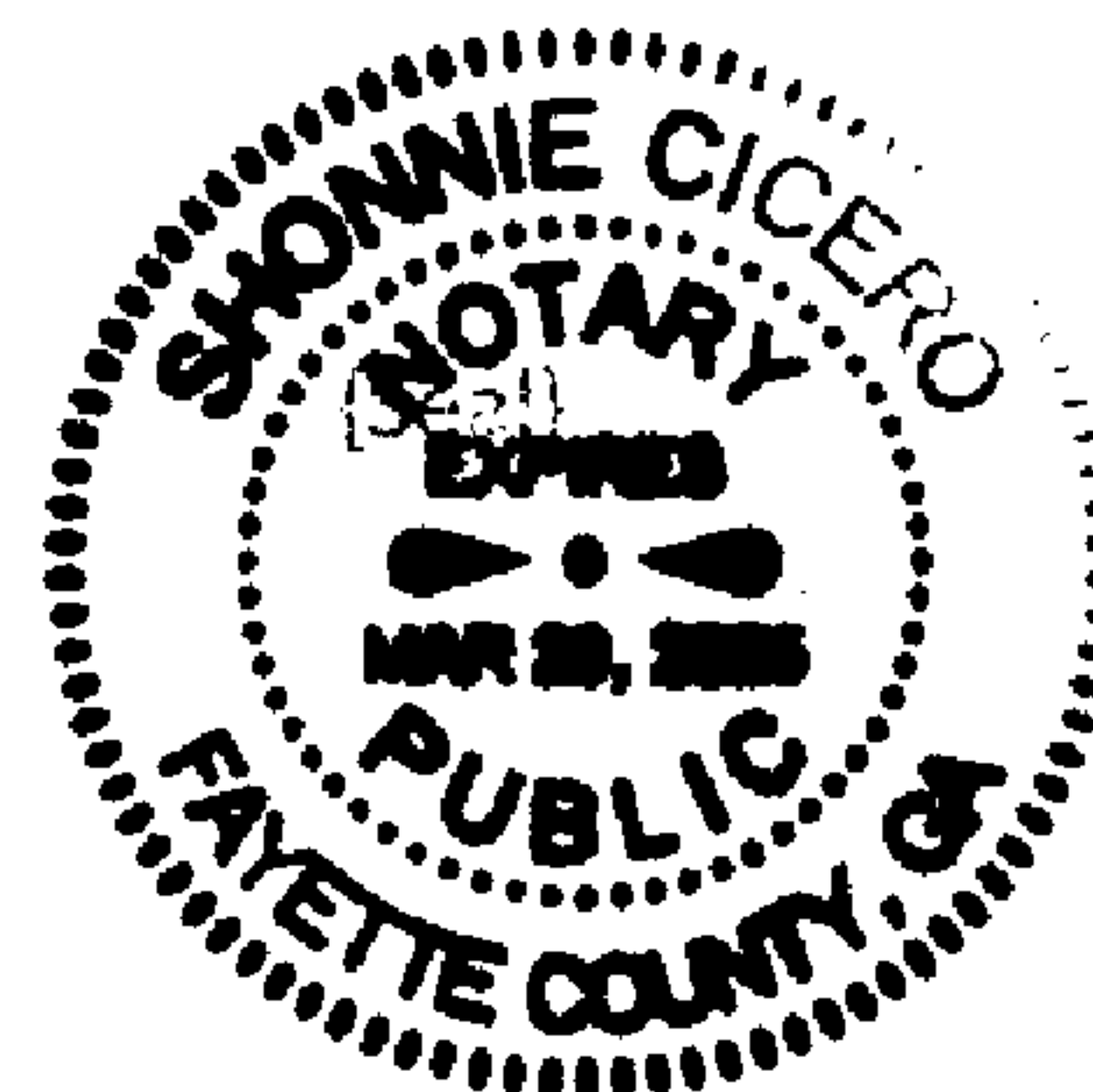
Acknowledgment**GRANTOR**

State/Commonwealth of Georgia
County of Fayette

On this the 20 day of December 2024, before me, the undersigned Notary Public, personally appeared Brian Moore, 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.

Signature: Shonnie Cicero
Notary Public
My Commission Expires: March 26, 2026



GRANTEE:

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

Signature: *Carol Maxime*
By: Carol Maxime
Its: Senior Counsel, US Tower
Date: 1/15/2025

WITNESSES:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

Acknowledgement

GRANTEE

Commonwealth of Massachusetts

County of Middlesex

On this the 15 day of JANUARY 2025, before me, the undersigned Notary Public, personally appeared CAROL MAXIME, SR. 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.

* US TOWER

WITNESS my hand and official seal.

Victoria Lyn Lariviere
Notary Public
My Commission Expires: 6/6/2025

{Seal}

Attachments:

Exhibit "A" – Parent Parcel
Exhibit "B" – Easement Area

COMMONWEALTH OF MASSACHUSETTS
CAROL MAXIME, SR. COUNSEL US TOWER
personally appeared before me, the undersigned notary public, and
proved to me his/her identity through satisfactory evidence, which
were PERSONALLY KNOWN
to be the person whose name is signed on the preceding or
attached document in my presence on this 15 day of
JANUARY, 2025.
Victoria Lyn Lariviere
VICTORIA LYN LARIVIERE, Notary Public
My Commission Expires June 6, 2025

Site No: 300044
Site Name: Roberta

EXHIBIT A**PARENT PARCEL**

Grantee shall have the right to replace this Exhibit A with a description obtained from the vesting deed (or deeds) into Grantor that include the land area encompassed by the Easement Area

The Parent Parcel consists of the entire legal taxable lot owned by Grantor as described in a deed (or deeds) to Grantor of which the Easement Area is a part thereof with such Parent Parcel being described below:

Being situated in the County of Shelby, State of Alabama:

Begin at the intersection of the South line of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 6, Township 24, Range 13 East with the West right of way line of the Enon Church Road (or Dry Valley Road); which said point of beginning is 253 feet East of the center of Section 6; from said point of beginning, run West along the South line of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and South line of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 600 feet; thence North 1 deg. West 621.29 feet to the South boundary of the right of way of the Montevallo-Galera paved highway; thence North 83 deg. 25 min. East along the South boundary of said highway right of way a distance of 271.97 feet; thence continue along South boundary of highway right of way North 82 deg. East a distance of 636.78 feet to an intersection with the West boundary line of the right of way of the Enon Church Road; thence along the West boundary of said Enon Church Road South 25 deg. 30 min. West 183 feet; thence South 25 deg. 06 min. West 279.46 feet; thence South 25 deg. West 98.31 feet; thence South 8 deg. 54 min. West 218.48 feet to the point of beginning. All of the above described property being in the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 6, Township 24, Range 13 East. EXCEPT Road right of way and EXCEPT easement conveyed to the Water Works Board of the Town of Montevallo as shown by deed recorded in the Probate Office of Shelby County, Alabama in Deed Book 178, page 29.

SUBJECT to restrictive covenants as shown by instrument recorded in the Probate Office of Shelby County, Alabama in Deed Book 157, page 123 as modified by later agreement, recorded in said Probate Office in Deed Book 240, page 573-576, both inclusive.

APN: 35 3 06 0 001 010.000

EXHIBIT B**EASEMENT AREA**

Grantee shall have the right to replace this Exhibit B descriptions and/or depictions from an as-built survey conducted by Grantee, at Grantee's sole cost and expense, that depict and/or describe the Easement Area

The Easement Area consists of that portion of the Parent Parcel utilized by Grantee or the Permitted Parties for ingress, egress and utility purposes from the Tower Parcel to a public right of way including but not limited to:

Together with an easement lying and being in the north half of Section 6, Township 24 North, Range 13 East and being more particularly described as follows:

To find the point of beginning, COMMENCE at a 1/2-inch rebar found at the intersection of the east line of the Northeast Quarter of the Southwest 1/4 of said Section 6 and the westerly right-of-way line of County Road 89, said rebar having an Alabama Grid North, NAD 83, West Zone Value of N: 1124640.3039 E: 2177837.3378; thence running along the east line of said 1/4-1/4 section, North 00°00'00" East, 239.62 feet to a point at the northeast corner of said 1/4-1/4 section, said point having an Alabama Grid North, NAD 83, West Zone Value of N: 1124879.9239 E: 2177837.3378 and the true POINT OF BEGINNING; Thence, North 40°54'08" West, 37.18 feet to a point; Thence, North 67°44'33" West, 96.51 feet to a point; Thence, North 68°10'27" West, 52.57 feet to a point; Thence, North 53°47'51" West, 47.17 feet to a point; Thence, North 34°19'55" West, 55.92 feet to a point; Thence, North 23°24'30" West, 56.62 feet to a point; Thence, North 50°38'30" West, 50.99 feet to a point; Thence, North 51°11'55" West, 48.90 feet to a point; Thence, North 26°15'09" West, 48.82 feet to a point; Thence, North 08°39'42" East, 59.88 feet to a point; Thence, North 33°26'43" East, 56.23 feet to a point; Thence, North 52°39'22" East, 62.33 feet to a point; Thence, North 49°07'40" East, 50.70 feet to a point; Thence, North 32°52'03" East, 39.62 feet to a point; Thence, North 03°03'13" West, 50.28 feet to a point; Thence, North 12°05'51" West, 17.45 feet to a point on the southerly right-of-way line of Alabama Highway 25; Thence running along said right-of-way line, North 86°35'30" East, 20.23 feet to a point; Thence leaving said right-of-way line and running, South 12°05'51" East, 15.97 feet to a point; Thence, South 03°03'13" East, 58.34 feet to a point; Thence, South 32°52'03" West, 48.96 feet to a point; Thence, South 49°07'40" West, 54.17 feet to a point; Thence, South 52°39'22" West, 59.56 feet to a point; Thence, South 33°26'43" West, 48.45 feet to a point; Thence, South 08°39'42" West, 49.20 feet to a point; Thence, South 26°15'09" East, 38.11 feet to a point; Thence, South 51°11'55" East, 44.57 feet to a point; Thence, South 50°38'30" East, 55.93 feet to a point; Thence, South 23°24'30" East, 59.55 feet to a point; Thence, South 34°19'55" East, 50.58 feet to a point; Thence, South 53°47'51" East, 41.22 feet to a point; Thence, South 68°10'27" East, 50.12 feet to a point; Thence, South 67°44'33" East, 101.36 feet to a point; Thence, South 40°54'08" East, 58.99 feet to a point; Thence, South 89°31'55" West, 26.28 feet to a point and the POINT OF BEGINNING.

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

Said easement contains 0.3825 acres (16,663 square feet), more or less.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 02/06/2025 01:46:54 PM
 \$50.00 JOANN
 20250206000037440

Site No: 300044
 Site Name: Roberta

Allen S. Bayl