

PREPARED BY AND
WHEN RECORDED MAIL TO:

Andrew Sherman, Attorney
American Tower Corporation
10 Presidential Way
Woburn, MA 01801

_____ SPACE ABOVE THIS LINE FOR RECORDER'S USE _____

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made as of the 22 day of October, 2024 ("Effective Date") by and between **NXS Holdings, LLC**, an Alabama limited liability company ("Grantor") and **ATC Ponderosa B-1 LLC**, a Delaware limited liability company ("Grantee"). Grantor and Grantee are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

RECITALS:

WHEREAS, Grantor is the owner of that certain real property located at or about 39 13th Street, Calera, AL 35040 ("Property"), which Property is more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Grantor and Grantee have entered into that certain Letter Agreement last executed the 22 day of October, 2024 ("Letter Agreement"), in which Grantor has agreed to grant to Grantee certain easement rights to a portion of the Property in accordance with the terms herein.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid, the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Grantor and Grantee hereby agree and covenant to and with each other the following:

1. **Recitals; Letter Agreement.** The recitals and definitions set forth above and the Letter Agreement are incorporated herein by reference and made a part of this Agreement.

2. **Grant of Easement.**

(a) In accordance with the term as set forth herein, Grantor grants, bargains, sells, transfers and conveys to Grantee:

- (i) an easement in, to, under and over the portions of the Property, as shown or described on Exhibit "B" attached hereto ("Site Easement"), for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, cabinets, buildings, signage, ice bridges, fences, gates and all related facilities (collectively "Facilities"), and any and all activities and uses of the Site Easement related to the operation of a wireless communications site, which Site Easement shall be exclusive except for any contrasting rights granted prior to the Effective Date via the leases or other agreements listed on Exhibit "D" ("Current Agreements") and exclusive upon the expiration or earlier termination of such Current Agreements; and
- (ii) non-exclusive easements in, to, under and over portions of the Property more particularly described on Exhibit "C" attached hereto and by this reference made a part hereof ("Access and Utility Easements") for ingress and egress to and from the Site Easement and a publicly dedicated roadway, and for the construction, installation, maintenance, repair, replacement, improvement, operation and removal of utilities providing service to and from the Site Easement and the Facilities, and any related activities and uses. (the Site Easement and Access and Utility Easements are collectively referred to herein as the "Easement").
- (iii) At any time during the Term, but no more than once in any ten (10) year period, Grantor shall have the right to relocate the Facilities on the Property in conjunction with material development or improvements of the Property, the Site Easement shall be relocated ("Relocation Easement") and the original Site Easement defined herein shall terminate upon such relocation provided that each of the following apply: (i) Grantor shall provide Grantee with at least one (1) year prior written notice of its intent to relocate the Site Easement, which notice shall (a) include a copy of a survey (with a corresponding legal description) depicting the new proposed Relocation Easement location and (b) identify the date on which Grantor desires to commence relocation activities, (ii) if requested by Grantee, Grantor shall conduct a Phase 1 environmental survey, at Grantor's expense and using a surveyor approved by Grantee, of the Relocation Easement (iii) the Relocation Easement shall be in a commercially reasonable location on the Property sufficient to provide at least equivalent coverage for Customers as provided by the original Site Easement, (iv) the Relocation Easement shall be at least as large as the original Site Easement, (v) at least equivalent Access and Utility Easements shall be provided to the Relocation Easement as provided to the original Site Easement, (vi) at least equivalent improvements and

Facilities shall be constructed on and made to the Relocation Easement and Access and Utility Easements, and all customers shall be relocated thereto without interruption to their operations, which construction and relocation shall be completed under the commercially reasonable direction of Grantee and at the sole cost of Grantor or its developer, (vii) upon such relocation all improvements shall be promptly removed from the original Site Easement at the sole cost of Grantor or its developer, (viii) Grantee shall not be materially adversely impacted as a result of any relocation, and (iv) Grantee shall have the right to approve the Relocation Easement, which approval shall not be unreasonably withheld, conditioned or delayed. To the extent that any Current Agreements remain in effect at the time of such relocation, each of the following must also apply: (i) all lessee(s) and sublessee(s) under the Current Agreements shall consent to such relocation and corresponding amendment to the premises provided by the Current Agreements, such consent to not be unreasonably withheld, conditioned or delayed, (ii) the revised premises under the Current Agreements shall be entirely within the Relocation Easement and shall be subject to Grantee's rights hereunder, (iii) and all lessee(s) and sublessee(s) under the Current Agreements shall fully waive their rights to the original premises upon such relocation.

- (iv) Grantor shall have the right, from time to time, but not more than once in any five (5) year period, to relocate the Access and Utility Easements to a mutually agreeable location within the Property, provided that (i) relocation shall be at Grantor's sole expense (ii) Grantor shall provide Grantee with at least one hundred eighty (180) days' prior written notice of its intent to relocate the Access and Utility Easements, which notice shall (a) include a copy of a survey (with a corresponding legal description) depicting the new proposed access and utility easement location (the "Proposed New Access Easement Area") and (b) identify the date on which Grantor desires to commence relocation activities, (ii) Grantor shall complete construction of the replacement Access and Utility Easements to a condition at least equal to that of the prior Access and Utility Easements, (ii) Grantor shall complete construction of the replacement Access and Utility Easements prior to closing the previously utilized Access and Utility Easements, (iii) Grantor does so in a manner that does not interfere with access or operations of Grantee or its Customers on the Site Easement, and (iv) the replacement Access and Utility Easements shall be fully subject to the terms of this Agreement for the duration hereof.

- (b) To the extent that (i) the lessee or any assignees or sublessees under the Current Agreements utilize for communications purposes any areas of the Property outside of the premises leased pursuant to the Current Agreements, (ii) Grantor does not exercise commercially reasonable and diligent efforts to end such additional use, and (iii) such use is ongoing at the time of expiration of such Current Agreements, the Easement shall be modified to include such additionally utilized areas. Such additional areas may be documented by a survey and included in Exhibit "B" at Grantee's cost. Notwithstanding the foregoing or anything to the contrary contained herein, this Section 2 (b) shall not apply to any areas of the Property now or in the future that Grantor leases or otherwise grants an

interest to in accordance with Section 4 herein and such areas shall not be transferred or otherwise conveyed to the Grantee.

3. Assignment of Current Agreements. Grantor transfers and assigns to Grantee, as of the Effective Date, all of its rights, title, interest and obligations in, to and under the Current Agreements, including but not limited to (i) the right to receive any and all rents and other monies due to Grantor thereunder, including from any assignees or sublessees, and on any and all extensions thereof, and (ii) the right to modify, extend, and/or terminate the Current Agreements. Grantee assumes, recognizes and shall be responsible to the tenants under the Current Agreements for the performance of all of the terms and conditions to be performed by lessor under the Current Agreements. Grantor shall cooperate with Grantee to facilitate Grantee's fulfillment of all obligations of Grantee as lessor under the Current Agreements, and Grantor shall indemnify, defend and hold harmless Grantee for any performance of Grantee of any such obligations under the Current Agreements that reasonably relate to the Property outside of the Easement. Grantor hereby indemnifies and holds Grantee 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 Grantee and/or 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 with respect to or in connection with matters arising or accruing under the Current Agreements prior to the Effective Date. 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 Current Agreements from and after the Effective Date. During the term of the Current Agreements, maintenance of the Easement is the responsibility of any tenants under the Current Agreements. If the tenants under the Current Agreements fail to maintain the Easement as required by the Current Agreements, then Grantee shall use commercially reasonable efforts to enforce the tenants' maintenance obligations set forth in the Current Agreements. Upon the expiration of the Current Agreements, Grantee shall be responsible for the maintenance of the Site Easement. In the event of a default by a tenant with respect to any obligation under any of the Current Agreements, Grantor shall not be responsible for such default nor obligated to cure or seek remedy for such default, and Grantee may pursue such remedies from the defaulting tenant as may be available to Grantee under the Current Agreements or at law or equity.

4. Additional Ground Space. Notwithstanding anything to the contrary herein, Grantor shall retain the right to lease ground space outside the Site Easement to, and receive rent payments from, any third parties (including Grantee's Customers) which have equipment attached to the Facilities within the Site Easement and which require additional ground space not available in the Site Easement for supporting equipment such as cabinets and shelters, while operating from the Facilities. Grantor warrants and covenants that (i) Grantor will not charge such third parties more than market rent for such additional ground space, and (ii) Grantor will not require any commercially unreasonable terms or conditions in any agreements with such third parties.

5. Use of Easement. Grantor shall provide to Grantee the quiet enjoyment and use of the Easement. Grantee shall have the exclusive, unrestricted right to lease, sublease, license, transfer, assign or encumber, in whole or in part, or grant the use of the Easement and/or its rights under this Agreement to any third parties, including but not limited to (i) communication service providers or tower owners or operators, (ii) any lessee, sublessee or licensee under the Current Agreements, (iii) the affiliates, subsidiaries, parents, successors, purchasers in whole or in part, agents, contractors, invitees and employees of Grantee, and (iv) Grantee's present or future lessees, sublessees or licensees (collectively "Customers"). Grantee and its Customers shall have the right to enter and access the Easement at any time, twenty-four (24) hours a day, seven (7) days a week. Grantee agrees that it shall not conduct any activities or perform

any improvements to the Site Easement which materially interfere with Grantor's access to or then current use of the Property outside of the Site Easement or Grantor's, its tenant's or invitee's then current business operations on the Property outside of the Site Easement, provided no such use or operations of Grantor or its tenants or invitees interferes with the then existing Easement or facilities thereon or violates the provisions set forth in Section 11 herein. Furthermore, Grantee acknowledges and agrees that Grantee shall, at Grantee's sole expense, maintain the Site Easement in a commercially reasonable manner, fully compliant with local, state and federal governmental requirements of governmental authorities with applicable jurisdiction over the Site Easement and Grantee's operations and shall be responsible for any and all repair and maintenance of the Site, except for the cost of any repairs and maintenance to address damages arising from the actions or inactions of Grantor or its tenants, employees or invitees.

6. **Term.** This Agreement and the Easement shall commence on the Effective Date and extend for fifty-five (55) years except if earlier terminated in accordance with the terms herein (the "Term").

7. **Termination.** In the event that the use of the Easement is abandoned by Grantee, or its successors, then Grantor, or its successors, may terminate the Easement by providing legally sufficient evidence of such abandonment, and following such termination all right and title to the land constituting the Easement shall revert back to Grantor. Abandonment shall be deemed to have occurred if subsequent to the expiration or earlier termination of the Current Agreements, Grantee and its affiliates, customers, tenants, subtenants, employees and agents cease all use (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 Easement, or maintenance and/or upkeep of the Easement) of all portions of the Easement in any manner for a period of three (3) consecutive years (for reasons other than casualty or force majeure) and, following the expiration of such three (3) consecutive year period, do not respond within thirty (30) days of Grantor's written notice to Grantee, which notice shall assert that non-response will result in termination of the Easement. If this Agreement survives the Current Agreements, Grantee, upon abandonment of the Easement, shall, within ninety (90) days, remove the Facilities down to six inches below natural grade as well as all above ground improvements, fixtures, and personal property constructed or installed on the Easement and restore the Site Easement to substantially the same condition as prior to the construction of the tower, wear and tear excepted. Any and all costs to restore the Site Easement and affected surrounding property are to be the sole responsibility of Grantee. Notwithstanding the foregoing, the Grantor shall have the option, upon prior notice to the Grantee (such notice must be received by Grantee within fifteen (15) days of abandonment), to request that all or part of the improvements, fixtures and personal property constructed or installed on the Easement, but excluding the tower, remain after the termination of the Easement and Grantee, at Grantee's sole discretion, shall decide whether to remove the requested improvements, fixtures and personal property or transfer ownership of them to the Grantor at no cost to Grantor. Limited or partial use of the Easement by Grantee or any Customers shall not be deemed a surrender or abandonment of the Easement or any unused portion thereof, nor prevent Grantee from benefiting from the full use and enjoyment of the entirety of the Easement. Grantee may abandon the Easement upon thirty (30) days' written notice to Grantor subject to the removal and restoration requirements noted above in this Section 7. This Agreement may not be terminated by Grantor. Upon abandonment, this Agreement shall be terminated, and Grantee and Grantor shall cooperate in the execution and recordation of such documents reasonably required to evidence such termination. If either (a) this Agreement has survived the Current Agreements, or (b) Grantee sends notice to the tenant under the Current Agreements waiving tower removal, then Grantee will surrender the Easement to Grantor free of the above-ground portions of any improvements.

8. **Default.** The failure of Grantor or Grantee to perform or observe any of the terms, covenants, conditions or obligations set forth in this Agreement shall constitute a default. In the event of a default, the non-defaulting party shall provide written notice to the defaulting party of such default and the defaulting party shall have thirty (30) after receipt of notice to cure any cure any monetary default and/or

sixty (60) days after receipt of such notice to cure any non-monetary default. Notwithstanding the foregoing, in the event the defaulting party commences to cure such non-monetary default within sixty (60) days of the defaulting party's actual receipt of notice thereof and the nature of the default reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, then the defaulting party shall have such additional time as is reasonably necessary (beyond the 60 day cure period) to effect the cure, provided, however, that such additional time shall not exceed a total of one hundred twenty (120) days from the receipt of notice of such default. Notwithstanding the foregoing, upon mutual agreement between the parties, the cure period may be extended beyond the one hundred (120) day cure period. In the event the default party fails to cure such default within the cure period, the non-defaulting party shall be entitled to exercise any rights permitted by applicable law.

9. **Improvements.** Grantee and its Customers may, at their discretion and expense, construct improvements in, to, under and over the Easement, all of which shall be deemed part of the Facilities. The Facilities shall remain the personal property of Grantee and its Customers, as applicable, and Grantor shall possess no right, title or interest therein.

10. **Taxes.** Upon the expiration of the Current Agreements, Grantee shall thereafter be responsible for all taxes directly attributable to the Facilities as evidenced by an applicable tax bill. Grantor shall pay all other taxes that are not directly attributable to the Facilities. To the extent that the Site Easement and/or the Facilities are separately assessed, Grantee shall pay such taxes directly to the taxing authority. To the extent that the Site Easement and/or the Facilities are not separately assessed, Grantor shall pay such taxes directly to the taxing body and Grantee shall reimburse Grantor for the amount of such taxes actually paid by Grantor and attributable to the Site Easement and/or the Facilities upon Grantee's receipt of an invoice from Grantor and a copy of the tax bill paid. Anything to the contrary notwithstanding, Grantor shall not be entitled to reimbursement from Grantee for any 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.

11. **Exclusive Use; Interference.** Except for Grantee's use or the use of any Customers or third parties with Grantee's permission or as otherwise permitted by the Current Agreements, no portion of the Property or any other property owned by Grantor and located within a one (1) mile radius of the Property (except for any additional ground space leased to third parties with equipment attached to the Facilities in the Site Easement as permitted by Section 4 herein) shall be used for the purpose of or in connection with communications towers and/or facilities without the prior written consent of Grantee, which consent may be withheld in Grantee's sole discretion. Grantor shall not install or permit to be installed any structure or equipment which causes measurable interference to the equipment of Grantee or its Customers, or otherwise permit any portion of the Property to be used in a manner which materially interferes with the operations of Grantee and/or any Customers. Grantor and Grantee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this section and therefore, Grantee shall have the right to specifically enforce the provisions herein in a court of competent jurisdiction.

12. **Environmental Covenants and Indemnity.** Grantor represents that, to the best of its knowledge, without actual investigation or inquiry, it has no knowledge of any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation ("Hazardous Materials") located on, under or about, or otherwise affecting, the Property or the Easement. Neither Grantor nor Grantee will introduce or use any Hazardous Materials on, under or about the Property

or the Easement in violation of any applicable law or regulation. Grantor and Grantee shall indemnify, defend and hold the other Party harmless from and against any and all demands, claims, enforcement actions, costs and expenses, including reasonable attorneys' fees, arising out of the presence of Hazardous Materials upon or affecting the Property or the Easement and caused by the indemnifying Party. The foregoing indemnity shall survive any termination of this Agreement.

13. General Indemnity. Grantor and Grantee shall each indemnify, defend and hold the other harmless against any and all costs and claims of liability or loss arising (i) due to the breach of any representation, warranty or covenant of such indemnifying Party set forth herein, or (ii) arising out of the out negligence, gross negligence or willful misconduct in their use and/or occupancy of the Property or the Easement by the indemnifying Party, except to the extent arising from the negligence or intentional misconduct of the indemnified Party. The foregoing indemnity shall survive any termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, Grantor and Grantee each waives any claims that each may have against the other with respect to consequential, incidental, punitive, or special damages, however caused, based on any theory of liability.

14. Insurance. Subsequent to the expiration or earlier termination of the Current Agreements, Grantee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Grantee's business upon the Easement. Additionally, subsequent to the expiration or earlier termination of the Current Agreements, Grantee shall maintain a commercial general liability insurance policy ("Policy") protecting against claims, actions, damages, liability and expense in connection with loss, damage or injury to persons or property occurring in, on, or about, or arising out of Grantee's use and/or occupancy of the Easement. The Policy shall provide combined single limit coverage of not less than One Million Dollars (\$2,000,000.00) per occurrence, per person, for bodily injury and property damage, with an aggregate liability limit of not less than Two Million Dollars (\$4,000,000.00). Grantee shall name Grantor as an additional insured under the Policy. Upon written request, but no more than once annually, Grantee shall furnish Grantor with a certificate of insurance evidencing such Policy. Grantee may satisfy its requirements for insurance pursuant to master policies of insurance covering other property insured by Grantee. The certificate of insurance provided to Grantor hereunder shall evidence that such Policy is in full force and effect. Such Policy will not be terminated or cancelled without ten (10) days prior notice to Grantor. Notwithstanding the foregoing, if Grantee seeks either entry or use of the Easement or any portion of the Property, evidence of the Grantee's satisfaction of the above insurance requirements during periods of entry or use shall be required prior to Grantee's entry onto the Property.

15. Transfer of the Property; Assignment. The provisions and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs and assigns. Should Grantor sell or otherwise convey all or any part of the Property to a purchaser or transferee other than Grantee, such sale or conveyance shall be under and subject to the terms contained in this Agreement and Grantee's rights hereunder. Notwithstanding the foregoing, the Easement is for the benefit of Grantee, its successors and assigns, rather than for the benefit of any other tract of land, and may be assigned freely, in whole or in part, by Grantee and its successors and assigns, provided (i) Grantee shall not assign this Agreement in whole to any entity which is not an affiliate, subsidiary or parent of Grantee without the consent of Grantor, such consent not to be unreasonably withheld, conditioned or delayed, except that the consent of Grantor shall not be necessary for Grantee to assign this Agreement in whole to an entity which owns, manages or is assigned a minimum of two hundred fifty (250) telecommunications sites or agreements, and (ii) any assignee in whole shall assume all of the obligations of Grantee under the terms of this Agreement. For the avoidance of doubt, Grantee may assign this Agreement to an affiliate without the consent of Grantor.

16. Estoppel Certificate. Each Party shall, within ten (10) business days after request by the other Party, execute and deliver to the requesting Party, or the party designated by the requesting Party, a statement certifying (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether, to the responding Party's knowledge, either Party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each default; and (iii) any other information reasonably requested concerning this Agreement.

17. Condemnation. In the event of any condemnation of the Easement in whole or in part, Grantee shall be entitled to file claims against the condemning authority for, and to receive, the entire value of the portion of the Property so taken on which the Easement is located, business dislocation expenses and any other award or compensation to which Grantee may be legally entitled.

18. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Grantor and Grantee as set forth on the signature page. Either Party may change its notice address by providing notice as set forth herein.

19. Miscellaneous.

- (a) This Agreement, including all exhibits attached hereto and the Letter Agreement, constitutes the entire agreement and understanding of both Parties with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements, and any amendments to this Agreement must be in writing and executed by both Parties;
- (b) this Agreement is governed by the laws of the State in which the Property is located;
- (c) in the event that either Party fails to pay when due any taxes, loans, judgments or payments attributable to or encumbering the Property, Easement or this Agreement, the other Party shall have the right, but not the obligation, to pay such sums on behalf of the non-paying Party, and the non-paying Party shall thereafter reimburse the paying Party for the full amount of such sums paid within ten (10) business days of the non-paying Party's receipt of an invoice from the paying Party, or at the paying Party's option the paying Party may offset such amount, plus reasonable interest thereon, against any sums due from the paying Party to the non-paying Party;
- (d) in the event Grantee encumbers, pledges or otherwise assigns the Easement and/or Grantee's rights under this Agreement as collateral to secure any debt or other obligation of Grantee, (i) Grantor consents to such collateral assignment, (ii) the applicable holder of such collateral and its administrative agents shall be third party beneficiaries of such Grantor consent, and (iii) such Grantor consent may not be amended without the consent of the holder and its administrative agents;
- (e) if any term of this Agreement is found to be void, invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to be operative, valid and enforceable to most closely reflect the intent of the Parties as expressed herein, or if such modification is not

practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect;

- (f) the Parties shall perform, execute and/or deliver promptly any and all such further acts and documents as may be reasonably required to consummate and continue to effectuate the transaction contemplated hereby, including any documents required for Grantee to acquire title insurance on the Easement;
- (g) the section headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement;
- (h) this Agreement has been negotiated at arm's-length, and in the event of any ambiguity in any of the terms and provisions, this Agreement shall be interpreted in accordance with the intent of the Parties and shall not be interpreted against or in favor of either Grantor or Grantee;
- (i) each Party acknowledges that neither Party has provided any legal or tax advice to the other regarding the transaction contemplated hereby or in connection with the execution of this Agreement or any ancillary documents hereto, and each of Grantor and Grantee has had the full opportunity to avail itself of legal and financial representation;
- (j) if any Party files an action for the enforcement or breach of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs;
- (k) Grantee, at Grantee's expense, may record this Agreement upon the full execution hereof; and
- (l) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[Signatures to immediately follow.]

IN WITNESS WHEREOF, and intending to be legally bound, Grantor and Grantee have executed this Agreement

GRANTOR:

NXS Holdings, LLC,
an Alabama limited liability company,

Signature: 
Printed Name: David Comer
Title: Managing Member
Date: 10/24/2024

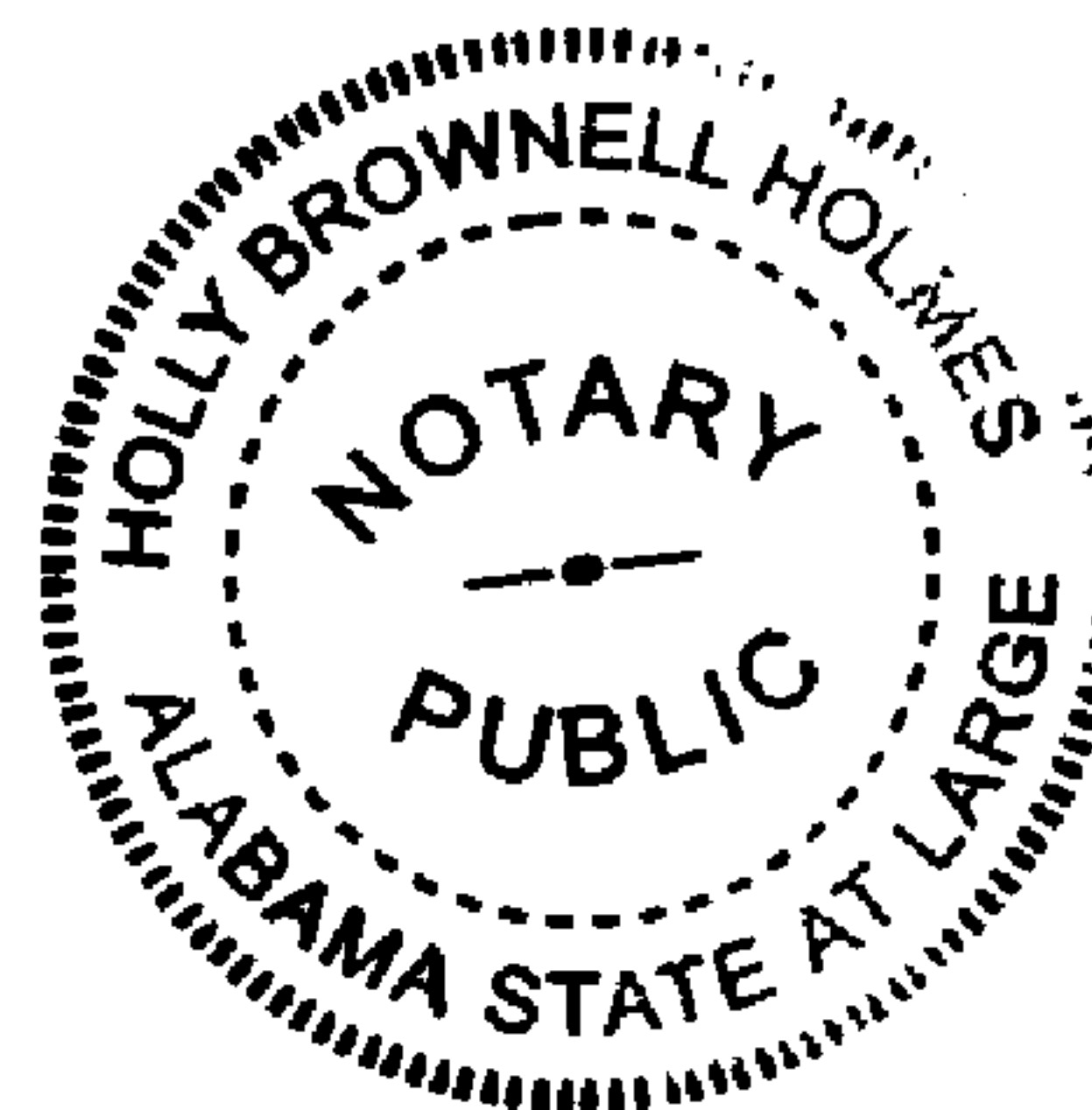
STATE OF Alabama)
COUNTY OF Shelby) SS:

On this 24 day of October, 2024, before me, a Notary Public, the undersigned officer, personally appeared David Comer who acknowledged himself to be David Comer, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name on behalf of said limited liability company by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public
My Commission Expires:

MY COMMISSION EXPIRES DECEMBER 27 2027



GRANTOR:

NXS Holdings, LLC,
an Alabama limited liability company,

Signature: Christina Comer
Printed Name: Christina Comer
Title: managing member
Date: 10/24/2024

STATE OF Alabama)
COUNTY OF Shubbs) SS:

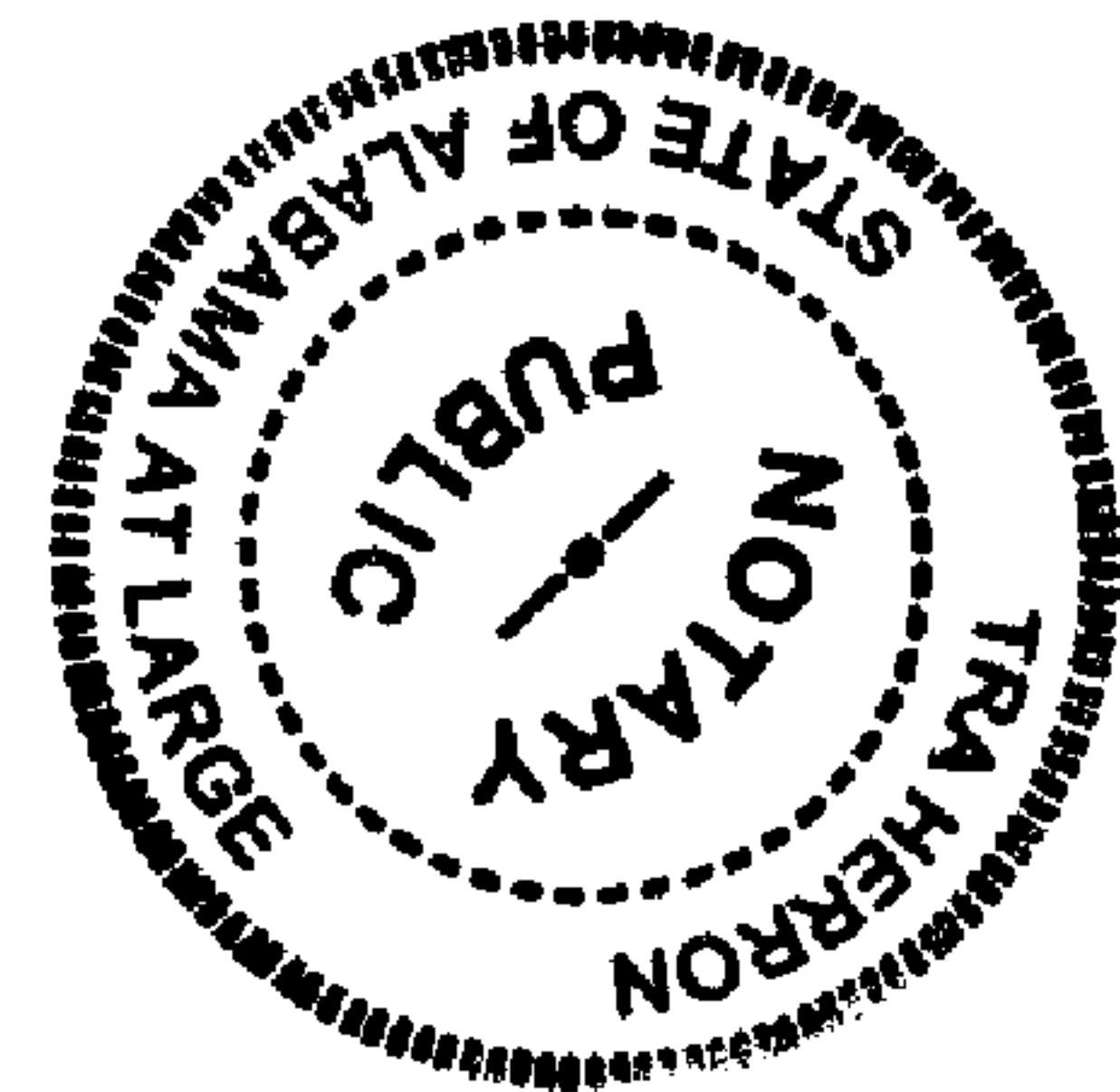
On this 24th day of October, 2024, before me, a Notary Public, the undersigned officer, personally appeared Christina Comer who acknowledged himself to be managing member, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name on behalf of said limited liability company by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES MARCH 7, 2028



GRANTOR:

NXS Holdings, LLC,
an Alabama limited liability company,

Signature: Micah Collins
Printed Name: Micah Collins
Title: Managing Member
Date: 10/24/24

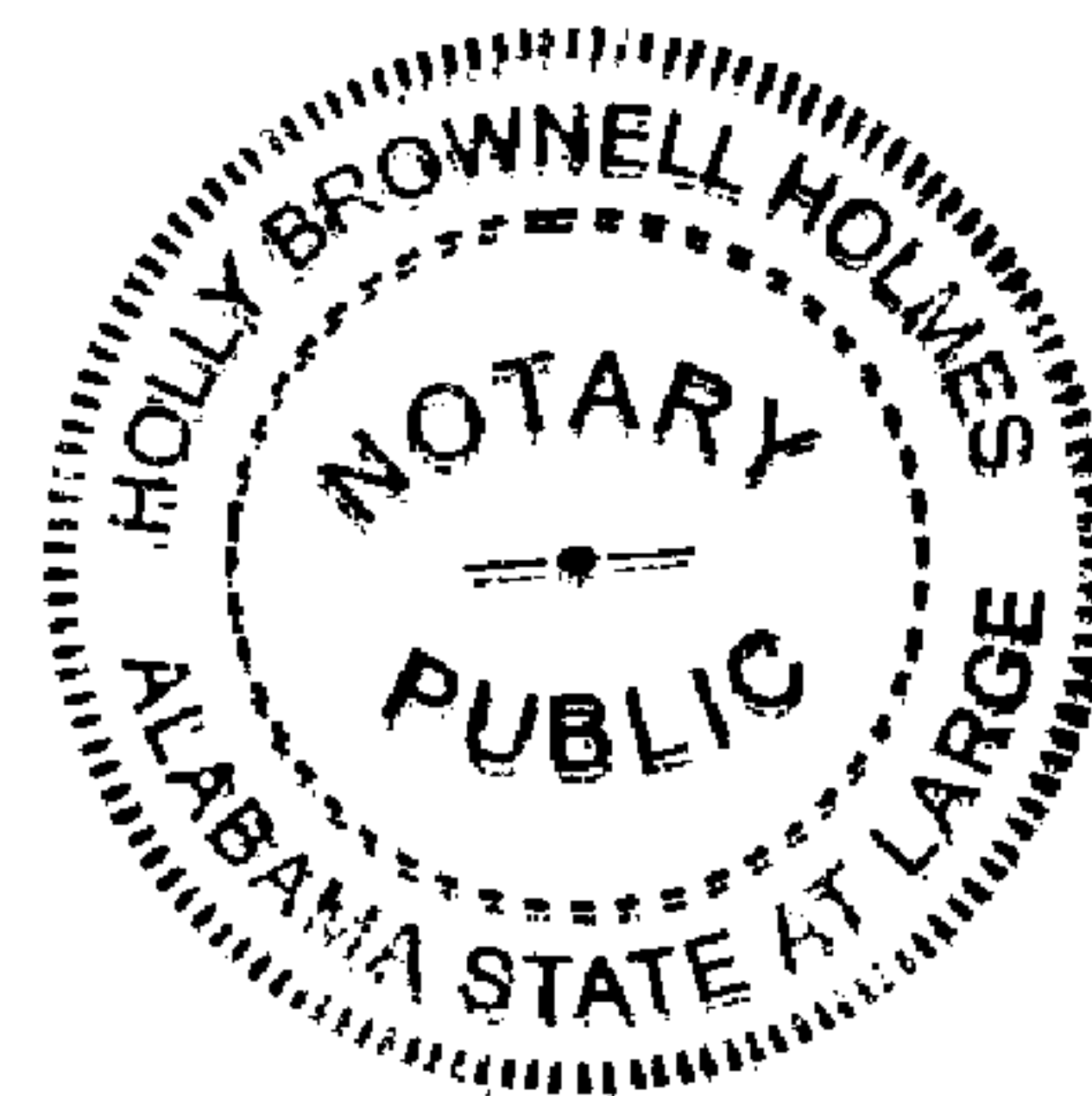
STATE OF Alabama)
COUNTY OF Shelby) SS:

On this 24 day of October, 2024, before me, a Notary Public, the undersigned officer, personally appeared Micah Collins who acknowledged himself to be Micah Collins, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name on behalf of said limited liability company by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Holly Brownell Holmes
Notary Public
My Commission Expires:

MY COMMISSION EXPIRES DECEMBER 27 2027



GRANTOR:

NXS Holdings, LLC,
an Alabama limited liability company,

Signature: Christel Collins
Printed Name: Christel Collins
Title: Managing Member
Date: 10/24/24

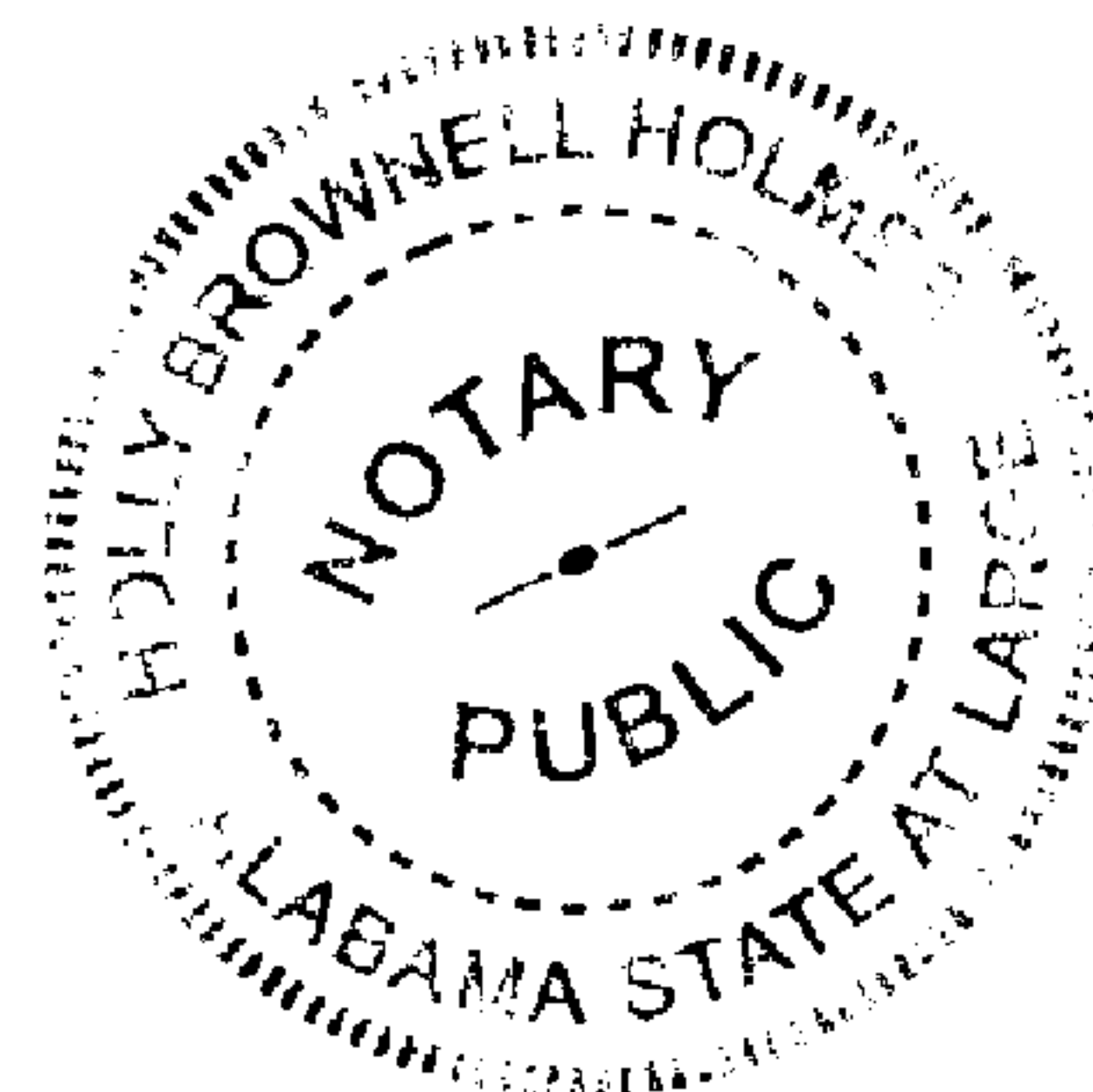
STATE OF Alabama)
COUNTY OF Shelby) SS:

On this 24 day of October, 2024, before me, a Notary Public, the undersigned officer, personally appeared Christel Collins who acknowledged himself to be Christel Collins, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name on behalf of said limited liability company by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

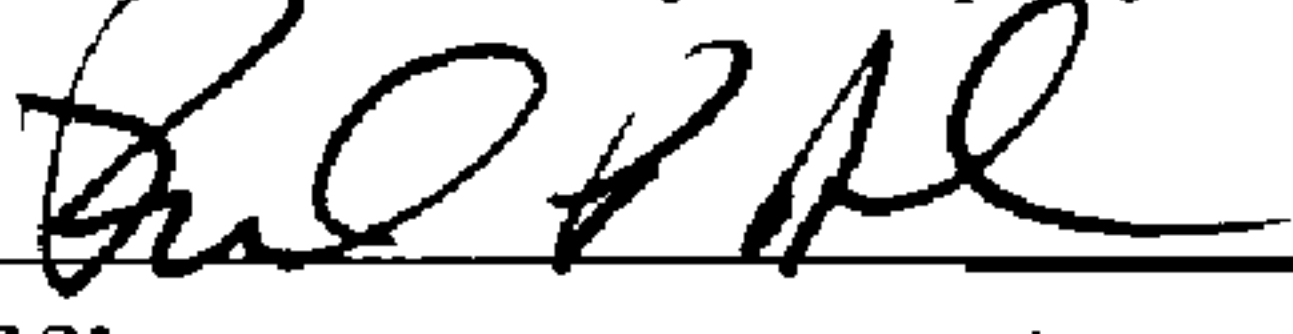
Holly Brownell Holmes
Notary Public
My Commission Expires:

MY COMMISSION EXPIRES DECEMBER 27 2027



GRANTEE:

ATC Ponderosa B-1 LLC,
a Delaware limited liability company

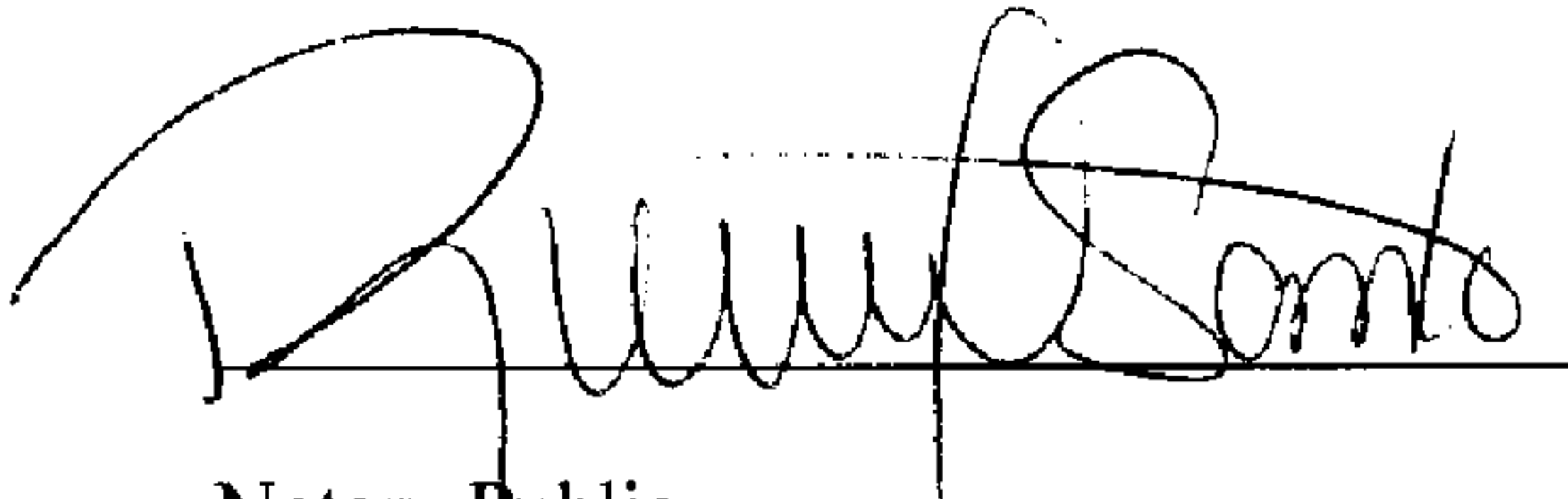
Signature: 
Printed Name: Richard P. Palermo
Title: Senior Counsel, US Tower
Date: 10/22/24

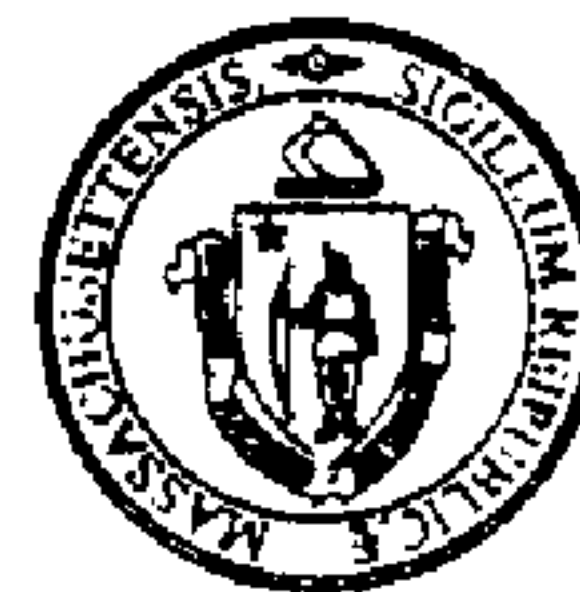
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this the 22 day of October 2024, before me, the undersigned Notary Public, personally appeared Richard P. Palermo , 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.  Senior Counsel, US Tower

WITNESS my hand and official seal.


Notary Public



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

My Commission Expires: _____

{Seal}

Attachments:

Exhibit "A" – Property

Exhibit "B" – Site Easement

Exhibit "C" – Access and Utility Easements

Exhibit "D" – Current Agreements

Exhibit “A”

Property

With Grantor’s prior written consent, not to be unreasonably withheld, conditioned or delayed, 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 Property.

The following real estate, situated in Shelby County, Alabama, described as follows:

Lots 11A and 12A in Block 81, according to A Resurvey of Lots 11 & 12, Block 81, of Dunstan’s Map of Calera, recorded August 4, 2015 in Book 45 Page 15, Alabama, recorded in the Probate Office of Shelby County, Alabama.

Subject to restrictions, easements and rights of way of record.

Parcel No.: 28-5-16-4-002-020.003 & 28-5-16-4-002-020.004

This being a portion of the property conveyed to NXS Holdings, LLC from NXS Tumbling Inc. in a Quitclaim Deed dated August 22, 2024, and recorded August 23, 2024 as Instrument No. 20240823000264410, in the official records of Shelby County, Alabama.

Exhibit "B"Site Easement

With Grantor's prior written consent, not to be unreasonably withheld, conditioned or delayed, this Exhibit B 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 Property.

BEING A PORTION OF LOT 11 AND LOT 12, BLOCK 81, ACCORDING TO THE SURVEY OF J.H. DUNSTAN'S MAP OF THE TOWN OF CALERA, LYING IN THE SOUTH 1/2, SECTION 16, TOWNSHIP 22 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR FOUND AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF 13TH STREET AND THE NORTH RIGHT-OF-WAY LINE OF 5TH AVENUE AND BEING THE SOUTHWEST CORNER OF LOT 16, SAID BLOCK 81; THENCE N 00°50'40" E ALONG SAID EAST RIGHT-OF-WAY LINE OF 5TH AVENUE FOR A DISTANCE OF 299.77 FEET TO A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF LOT 11, SAID BLOCK 81; THENCE S 74°06'38" E LEAVING SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 36.21 FEET TO A 5/8" CAPPED REBAR SET (19753) AND THE POINT OF BEGINNING; THENCE S 89°09'20" E FOR A DISTANCE OF 80.00 FEET TO A 5/8" CAPPED REBAR SET (19753); THENCE S 00°50'40" W FOR A DISTANCE OF 80.00 FEET TO A 5/8" CAPPED REBAR SET (19753); THENCE N 89°09'20" W FOR A DISTANCE OF 80.00 FEET TO A 5/8" CAPPED REBAR SET (19753); THENCE N 00°50'40" E FOR A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING. SAID ABOVE DESCRIBED AREA CONTAINS 6,400.0 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.

Exhibit "C"**Access and Utility Easements**

With Grantor's prior written consent, not to be unreasonably withheld, conditioned or delayed, this Exhibit C 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 Property.

AN EASEMENT BEING A PORTION OF LOT 11 AND LOT 12, BLOCK 81, ACCORDING TO THE SURVEY OF J.H. DUNSTAN'S MAP OF THE TOWN OF CALERA, LYING IN THE SOUTH 1/2, SECTION 16, TOWNSHIP 22 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A 1/2" REBAR FOUND AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF 13TH STREET AND THE NORTH RIGHT-OF-WAY LINE OF 5TH AVENUE AND BEING THE SOUTHWEST CORNER OF LOT 16, SAID BLOCK 81; THENCE N 00°50'40" E ALONG SAID EAST RIGHT-OF-WAY LINE OF 5TH AVENUE FOR A DISTANCE OF 299.77 FEET TO A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF LOT 11, SAID BLOCK 81; THENCE S 74°06'38" E LEAVING SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 36.21 FEET TO A 5/8" CAPPED REBAR SET (19753); THENCE S 89°09'20" E FOR A DISTANCE OF 80.00 FEET TO A 5/8" CAPPED REBAR SET (19753); THENCE S 00°50'40" W FOR A DISTANCE OF 80.00 FEET TO A 5/8" CAPPED REBAR SET (19753); THENCE N 89°09'20" W FOR A DISTANCE OF 80.00 FEET TO A 5/8" CAPPED REBAR SET (19753); THENCE N 00°50'40" E FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING OF AN INGRESS/EGRESS & UTILITY EASEMENT BEING 40 FEET IN WIDTH AND LYING 20 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE N 89°09'20" W FOR A DISTANCE OF 35.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 13TH STREET AND THE POINT OF ENDING. SAID ABOVE DESCRIBED EASEMENT CONTAINS 1,398.9 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

Exhibit "D"Current Agreement

That certain Option Site Ground Lease Agreement dated September 25, 2014, by and between, NXS Tumbling Inc., as Lessor, and Branch Towers, LLC, a Delaware limited liability company, as Lessee, as evidenced by that certain Memorandum of Agreement recorded on January 16, 2015 in records of Shelby County, Alabama as Document # 20150116000016430.

As amended by that certain First Amendment to Option Site Ground Lease Agreement dated June 30, 2021, by and between NXS Tumbling, Inc., as Landlord, and ATC Ponderosa B-1 LLC, a Delaware limited liability company, as Tenant, as evidenced by that Memorandum of Lease recorded as Instrument No. 20210901000427420 in Shelby County, Alabama.



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Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 03/03/2025 08:50:10 AM
 \$74.00 BRITTANI
 20250303000061440

Site Name: L Allen S. Bayl 244
 RA