

This Instrument Prepared By:
Matthew W. Barnes, Esq.
Burr & Forman LLP
420 North 20th Street, Suite 3400
Birmingham, Alabama 35203

Return to:
Crown Castle
8020 Katy Freeway, Suite 900
Houston, TX 77024
Attention: CCRE Department

STATE OF ALABAMA)

COUNTY OF SHELBY)

Cross Reference to:
Instrument No. 20050328000138510
Instrument No. 20130815000333190
Shelby County, Alabama Records

SECOND AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT

THIS SECOND AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT (the “**Amendment**”) is made and entered into effective as of the last date of execution set forth below, by and between **COUNTY BOARD OF EDUCATION OF SHELBY COUNTY, ALABAMA** (having a mailing address of 410 East College Street, Columbiana, Alabama 35051) (“**LANDLORD**”), and **NCWPCS MPL 32 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, successor to New Cingular Wireless PCS LLC, a Delaware limited liability company, successor by merger to BellSouth Mobility LLC, a Georgia limited liability company (having a mailing address of 208 S. Akard Street, Dallas, Texas 75202-4206) (“**TENANT**”).

W I T N E S S E T H:

WHEREAS, **LANDLORD** and **TENANT** are parties to that certain Option and Ground Lease Agreement dated November 9, 2004, a memorandum of which was recorded on March 28, 2005 as Instrument No. 20050328000138510 in the Office of the Judge of Probate of Shelby County, Alabama (the “**Original Agreement**”), covering certain real property, together with an easement for ingress, egress and utilities thereto, as described in **Exhibit “A”** attached hereto (the “**Leased Premises**”);

WHEREAS, **LANDLORD** and **TENANT** amended the Original Agreement pursuant to that certain First Amendment to Option and Ground Lease dated January 3, 2012 (the “**First Amendment**” and together with the Original Agreement, the “**Agreement**”), a memorandum of which was recorded on March 28, 2005 as Instrument No. 20130815000333190 in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the parties desire to further amend the Agreement to add an additional utility easement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **AMENDMENTS**. The Agreement is hereby amended as follows:

(a) **Additional Easement**. From and after the date hereof, the term “Leased Premises” shall include the easements for utilities over, under and across that certain real property described and shown on **Exhibit “B”** attached hereto (the “**Additional Easement Area**”).

(b) **Notice**. Section 21 of the Original Agreement, as amended, is hereby amended to reflect the following notice address for TENANT:

NCWPCS MPL 32 - Year Sites Tower Holdings LLC
Legal Department
Attention: Network Legal
208 S. Akard Street
Dallas, Texas 75202-4206

With a copy to:

CCATT LLC
Attention: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

(c) **Release**. LANDLORD hereby releases, forgives and forever discharges TENANT and CCATT LLC, a Delaware limited liability company, their respective tenants, subtenants, and licensees, their respective officers, directors, agents, employees and contractors and their respective heirs, representatives, successors and assigns (individually, a “Released Party” and collectively, the “Released Parties”) of and from any liabilities, claims and demands of any kind or nature whatsoever, known or unknown, that now exist or may arise in the future (other than due to the gross negligence or willful misconduct of a Released Party against the Released Parties with respect to the use of the Additional Easement Area prior to the date hereof and any impact on or damage done to LANDLORD’s property prior to the date hereof with respect to the use of the Additional Easement Area. LANDLORD represents and warrants that it has not heretofore assigned to any other person, entity or party any portion, or all, of any claim whatsoever that they may have, or may have had, or may have in the future against the Released Parties pursuant to the impact on or damage due to the use of the Additional Easement Area or any other damage done to LANDLORD’s property. LANDLORD intends to be legally bound by the release set forth herein, and have executed it knowingly and voluntarily, without coercion, and with knowledge of the nature and consequences thereof.

2. **MISCELLANEOUS**.

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. LANDLORD and TENANT ratify, confirm and adopt the Agreement as of the date hereof for purposes of compliance with Code of Alabama Section 35-4-6 (1975) (as amended) and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. Capitalized terms used herein and not otherwise defined shall have the meaning for such term set forth in the Agreement. In case of any inconsistency between the Agreement and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of the Amendment.

(c) **Representations and Warranties.** LANDLORD represents and warrants that:

(i) LANDLORD is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of LANDLORD's obligations under the Agreement as amended hereby.

(ii) TENANT is not currently in default under the Agreement, and to LANDLORD's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by TENANT under the Agreement.

(ii) LANDLORD agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure TENANT's continuous and uninterrupted use, possession and quiet enjoyment of the Leased Premises under the Agreement as amended hereby.

(d) **Entire Agreement.** This Amendment supersedes all agreements previously made between the parties relating to its subject matter.

(e) **Counterparts.** This Amendment may be, acknowledged and delivered by electronic and digital signatures and in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Option and Ground Lease Agreement effective as of the last date of execution shown below.

LANDLORD:

**COUNTY BOARD OF EDUCATION OF
SHELBY COUNTY, ALABAMA**

By: [Signature] (SEAL)
Name: Lewis Brooks, Superintendent
Its: Superintendent
Date: April 2, 2025

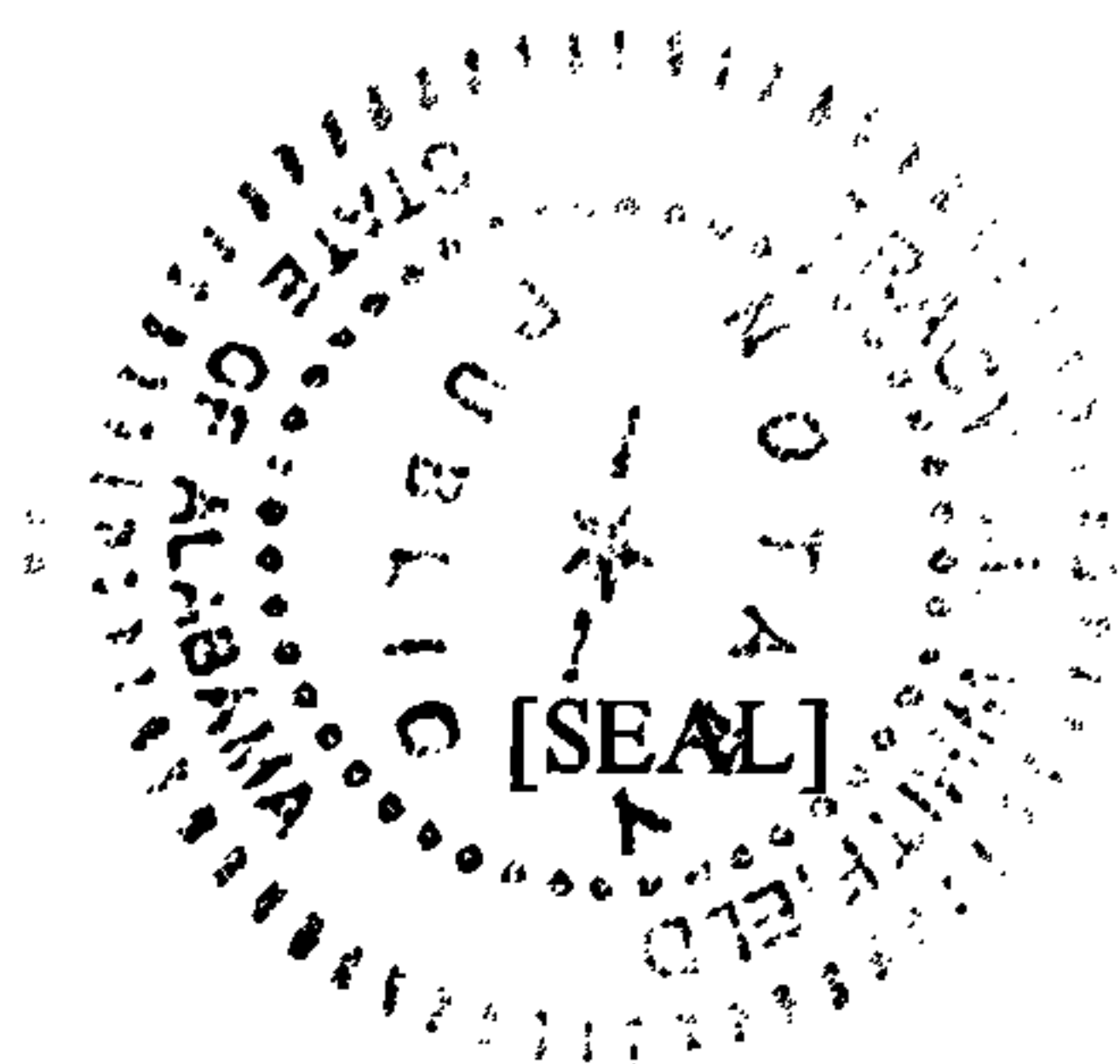
STATE OF ALABAMA)
)
Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Lewis Brooks, whose name as Superintendent of **COUNTY BOARD OF EDUCATION OF SHELBY COUNTY, ALABAMA**, has signed the foregoing Second Amendment to Option and Ground Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand and official seal this 2nd day of April, 2025.

[Signature]
Notary Public

My Commission Expires: Oct 22, 2028



TENANT:

NCWPCS MPL 32 - YEAR SITES TOWER HOLDINGS LLC,
a Delaware limited liability company

By: **CCATT LLC,**
a Delaware limited liability company
Its Attorney-in-Fact

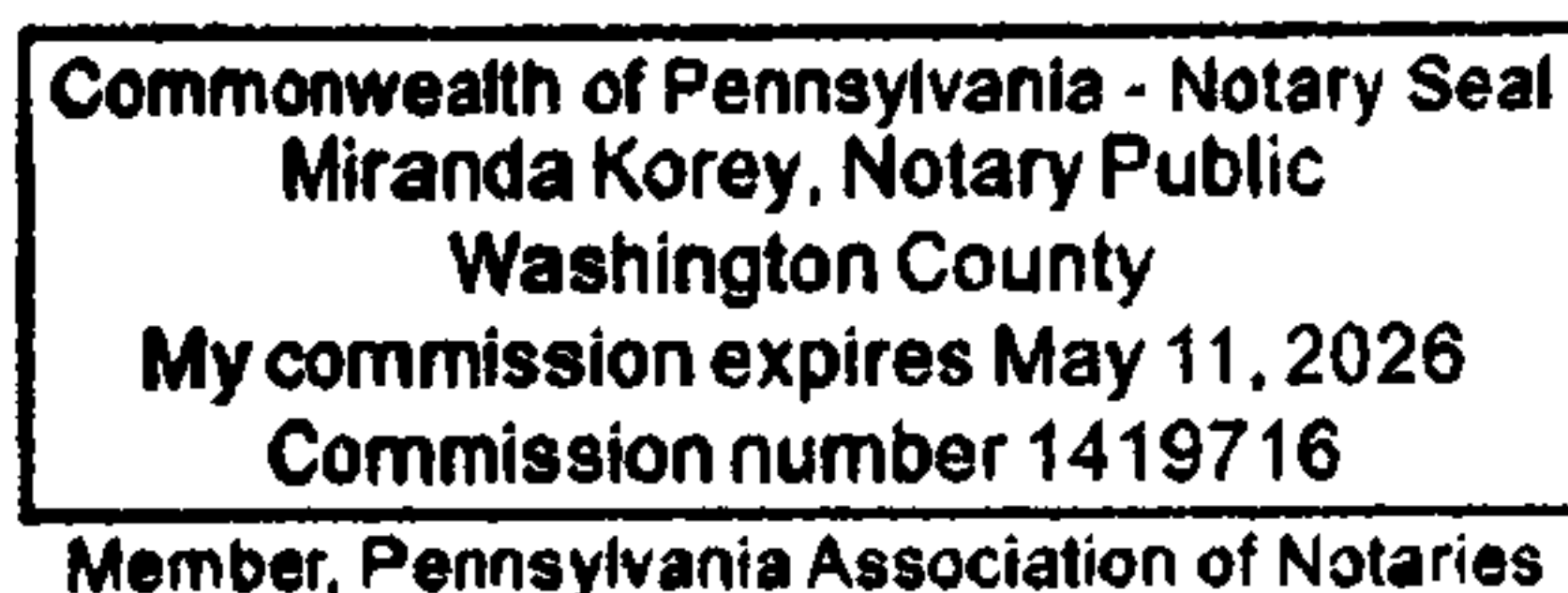
By: [Signature] (SEAL)
Name: Gretchen Hoerger
Its: Real Estate Manager

Date: 5/11/2025

Pennsylvania
STATE OF ALABAMA)
)
Washington **COUNTY**)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, Gretchen Hoerger, whose name as Real Estate Manager of **CCATT LLC**, a Delaware limited liability company, Attorney-in-Fact for **NCWPCS MPL 32 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, has signed the foregoing Second Amendment to Option and Ground Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, she with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 1st day of May, 2025.



[Signature]
Notary Public
My Commission Expires: 5/11/2026

[SEAL]

EXHIBIT "A"

A parcel of land lying in Section 22, Township 19 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Commence at a 5/8" rebar found in place at the southeast corner of Lot 8, Indian Woods Forest, 4th Sector as recorded in Map Book 14, Page 112 in the Judge of Probate Office, Shelby County, Alabama; thence run S 36°32'09" W a distance of 165.39 feet to a 5/8" rebar set (LS#19753) and the Point of Beginning; thence S 39°06'30" E a distance of 50.00 feet to a 5/8" rebar set (LS#19753); thence S 50°53'30" W a distance of 50.00 feet to a 5/8" rebar set (LS#19753); thence N 39°06'30" W a distance of 50.00 feet to a 5/8" rebar set (LS#19753); thence N 50°53'30" E a distance of 50.00 feet to the Point of Beginning. Said above described parcel contains 0.06 acres, more or less.

PROPOSED 20' INGRESS/EGRESS & UTILITY EASEMENT

An easement lying in Section 22, Township 19 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Commence at a 5/8" rebar found in place at the southeast corner of Lot 8, Indian Woods Forest, 4th Sector as recorded in Map Book 14, Page 112 in the Judge of Probate Office, Shelby County, Alabama; thence run S 36°32'09" W a distance of 165.39 feet to a 5/8" rebar set (LS#19753) and the Point of Beginning; thence S 39°06'30" E a distance of 39.88 feet to the Point of Beginning of an Ingress/Egress and Utility Easement being 20 feet in width and lying 10 feet on each side of the following described centerline; thence N 59°42'35" E a distance of 61.45 feet to a point; thence S 31°05'44" E a distance of 123.87 feet to a point; thence S 56°56'43" E a distance of 77.87 feet to a point; thence S 18°43'50" E a distance of 56.15 feet to a point; thence N 71°16'10" E a distance of 69.09 feet to a point; thence S 62°13'38" E a distance of 354.68 feet to a point; thence along a curve turning to the left with an arc length of 704.34 feet, a radius of 447.80 feet and having a chord bearing S 20°20'11" E for a distance of 633.95 feet to a point; thence S 65°23'49" E a distance of 416.66 feet to a point; thence along a curve turning to the right with an arc length of 48.50 feet, a radius of 200.42 feet and having a chord bearing S 58°27'53" E for a distance of 48.38 feet to a point; thence along a curve turning to the left with an arc length of 33.13 feet, a radius of 138.68 feet and having a chord bearing S 58°22'32" E for a distance of 33.05 feet to a point; thence S 65°13'07" E a distance of 102.77 feet, more or less, to the westerly right-of-way line of Caldwell Mill Road and the Point of Ending. Said above described easement contains 0.94 acres, more or less.

EXHIBIT "B"**(AT&T/T-MOBILE Power Line)**

A 5 foot wide underground power line easement lying 2.5 feet on both sides of a centerline situated entirely on property owned by Shelby County Board of Education at the Oak Mountain High School and described as follows:

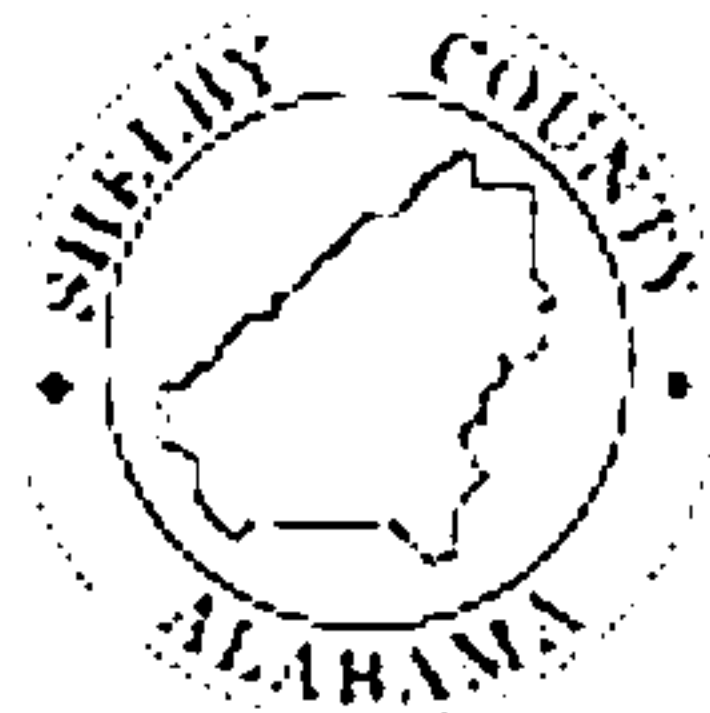
COMMENCE AT A FOUND IRON (1/2" PIPE) AT THE SOUTHEAST CORNER OF LOT 1 ACCORDING TO THE MAP OF INDIAN WOODS FOREST FOURTH SECTOR AS RECORDED IN MAP BOOK 14 PAGE 112; SAID POINT HAVING AN ALABAMA STATE PLANE WEST ZONE, GRID NORTH, NAD 83(ADJUSTED 2011) COORDINATE OF NORTH 1226177.61 EAST 2202002.48; THENCE RUN SOUTH 89°35'42" WEST FOR 446.02 FEET; THENCE RUN SOUTH 00°24'18" EAST FOR 479.25 FEET TO THE POINT OF BEGINNING OF A 5 FOOT EASEMENT LYING 2.5 FEET EACH SIDE OF AND PARALLEL TO AND ABUTTING THE FOLLOWING DESCRIBED LINE: THENCE RUN NORTH 61°39'06" EAST FOR 20.53 FEET; THENCE RUN NORTH 43°05'19" EAST FOR 35.96 FEET; THENCE RUN NORTH 14°15'52" EAST FOR 19.56 FEET; THENCE RUN NORTH 04°19'40" WEST FOR 57.71 FEET; THENCE RUN NORTH 15°45'26" WEST FOR 52.72 FEET; THENCE RUN NORTH 44°16'28" WEST FOR 69.52 FEET; THENCE RUN NORTH 53°48'45" WEST FOR 58.53 FEET; THENCE RUN SOUTH 87°42'22" WEST FOR 50.15 FEET; THENCE RUN NORTH 75°18'14" WEST FOR 22.69 FEET; THENCE RUN NORTH 59°02'59" WEST FOR 5.44 FEET; THENCE RUN NORTH 11°44'41" WEST FOR 24.47 FEET; THENCE RUN NORTH 07°31'14" WEST FOR 22.60 FEET; THENCE RUN NORTH 44°18'35" WEST FOR 56.61 FEET; THENCE RUN NORTH 68°48'42" WEST FOR 40.94 FEET; THENCE RUN SOUTH 69°19'42" WEST FOR 24.95 FEET; THENCE RUN SOUTH 83°57'46" WEST FOR 49.92 FEET; THENCE RUN NORTH 88°53'56" WEST FOR 15.20 FEET THENCE RUN SOUTH 71°42'03" WEST FOR 41.87 FEET; THENCE RUN SOUTH 53°44'17" WEST FOR 13.17 FEET TO THE END OF SAID CENTERLINE.

AND:**(Verizon Power Line)**

A 5 foot wide underground power line easement lying 2.5 feet on both sides of a centerline situated entirely on property owned by Shelby County Board of Education at the Oak Mountain High School and described as follows:

COMMENCE AT A FOUND IRON (1/2" PIPE) AT THE SOUTHEAST CORNER OF LOT 1 ACCORDING TO THE MAP OF INDIAN WOODS FOREST FOURTH SECTOR AS RECORDED IN MAP BOOK 14 PAGE 112; SAID POINT HAVING AN ALABAMA STATE PLANE WEST ZONE, GRID NORTH, NAD 83(ADJUSTED 2011) COORDINATE OF NORTH 1226177.61 EAST 2202002.48; THENCE RUN SOUTH 89°35'42" WEST FOR 446.02 FEET; THENCE RUN SOUTH 00°24'18" EAST FOR 474.58 FEET TO THE POINT OF BEGINNING OF A 5 FOOT EASEMENT LYING 2.5 FEET EACH SIDE OF AND PARALLEL TO AND ABUTTING THE FOLLOWING DESCRIBED LINE THENCE RUN NORTH 21°53'03" EAST FOR 27.41 FEET; THENCE RUN NORTH 10°58'06" WEST FOR 117.79 FEET; THENCE RUN NORTH 12°01'26" WEST FOR 84.07 FEET; THENCE RUN NORTH 09°00'19" WEST FOR 54.47 FEET; THENCE RUN NORTH 31°30'00" WEST FOR 16.55 FEET; THENCE RUN NORTH 46°29'10" WEST FOR 13.10 FEET; THENCE RUN NORTH 62°32'13" WEST FOR 22.28 FEET; THENCE RUN NORTH 63°18'36" WEST FOR 17.07 FEET; THENCE RUN NORTH 75°52'43" WEST FOR 30.58 FEET; THENCE RUN NORTH 78°21'23" WEST FOR 69.01 FEET; THENCE RUN NORTH 72°28'52" WEST FOR 42.43 FEET; THENCE RUN SOUTH 88°25'33" WEST FOR 5.81 FEET; THENCE RUN SOUTH 77°52'16" WEST FOR 23.87 FEET; THENCE RUN SOUTH 84°27'38" WEST FOR 41.20 FEET; THENCE RUN SOUTH 84°47'48" WEST FOR 20.50 FEET; THENCE RUN SOUTH 81°24'40" WEST FOR 22.43 FEET; THENCE RUN SOUTH 80°05'30" WEST FOR 13.43 FEET; THENCE RUN SOUTH 67°36'02" WEST FOR 12.27 FEET; THENCE RUN SOUTH 50°58'48" WEST FOR 9.33 FEET TO THE END OF SAID CENTERLINE.

As shown on the following page.



Allie S. Beryl

