



# Communications Tower Group I, LLC (CTGI)

This Agreement Communications Tower Group I, LLC (CTGI) lease of land space located at Property ID 34508, Montgomery, Texas. The terms of the Agreement are as follows:

Agreement:	Land Lease Agreement
Lessor:	City of Montgomery("Lessor")
CTG Entity:	Communications Tower Group I, LLC d/b/a CTGI
Initial Rent:	\$13,200.00 per year, to be paid in equal monthly Installments of \$1,100.00 or paid as lump sum \$13,200.00 each year.
Rent Escalation:	2.0% /Term
Initial Term:	5 years
Renewal Terms:	9 additional, automatic 5 year terms
Commencement Date:	The initial term of the Agreement shall commence based upon the date CTGI Receives the COO. In the event the



Of the Agreement, whichever is applicable, falls between the 1<sup>st</sup> and the 15<sup>th</sup> of the month, the Agreement shall Commence on the 1<sup>st</sup> of that month and if such date falls Between 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement Shall commence on the 1<sup>st</sup> day of the following month (either, the Commencement Date”).

Land Space: 10,000 square feet which CTGI will install a 195’ monopole.

Access/Utility 30’ non-exclusive access and utility easement.

Easement:

Owner’s Complete City of Montgomery  
Name (As Appears  
On Deed):

Owner Complete City of Montgomery  
Mailing Address (For 101 Old Plantersville Rd.  
Fed Ex): Montgomery, TX 77316-4416

Owner Phone #: TBD

Owner Email Address: TBD



Street: 101 Old Montgomery

City: Montgomery

Township: N/A

State: Texas

Zip: 77316-4416

Legal Description: A0031 Rigsby Ben J, Tract 42-A, Acres 8.400

Tax Parcel #s: 34508

Onerous Access CTGI & Lessee's shall have unrestricted access

Requirements: to the Premises 7 days a week and 24 hours a day.



(space above for Recorder's use only)

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
Communications Tower Group I LLC  
Ballantyne One  
15720 Brixham Hill Avenue  
Suite 300  
Charlotte, North Carolina 28277  
Site ID: \_\_\_\_\_

### **MEMORANDUM OF GROUND LEASE AGREEMENT**

THIS MEMORANDUM OF GROUND LEASE AGREEMENT ("**Memorandum**"), is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ ("**Landlord**") with an address of \_\_\_\_\_ and **COMMUNICATIONS TOWER GROUP I LLC**, a Delaware limited liability company ("**Tenant**"), with an address of Ballantyne One, 15720 Brixham Hill Avenue, Suite 300, Charlotte, North Carolina 28277, and evidences that certain Ground Lease Agreement ("**Agreement**") between Landlord and Tenant dated as of \_\_\_\_\_, 20\_\_ ("**Agreement Effective Date**"), which Agreement contains, among other things, the following terms:

1. **Description of Property.** Landlord is the fee owner of that certain land and property commonly known as \_\_\_\_\_ in the County of \_\_\_\_\_, State of \_\_\_\_\_, as more specifically described on **Exhibit A** hereto (the "**Property**"); and
2. **Description of Premises.** Pursuant to the Agreement, the Landlord leased to Tenant a portion of the Property set forth and described on the attached **Exhibit B** (the "**Premises**"), together with the non-exclusive right of ingress, egress, regress, access and parking over, across, under and through the Property to an open and improved public right of way, and the installation, operation, repair, replacement and removal of above and below ground lines, cables, conduit, pipes, poles, electrical, telephone and fiberoptic equipment, installations and appurtenances, all as more particularly set forth in the Agreement.
3. **Term.** The Agreement is effective, valid and binding as of the Agreement Effective Date. The initial term of the Agreement is five (5) years, commencing on the first day of the month following the completion by Tenant of construction of the Telecommunications Facilities (as defined in the Agreement) (the "**Commencement Date**").
4. **Renewal Terms.** The Agreement will automatically renew for nine (9) successive terms of five (5) years each (each a "**Renewal Term**"), unless the Agreement is terminated by Tenant in accordance with the terms of the Agreement.
5. **Subletting; Licensing.** Tenant has the right to sublet or license all or any portion of the Premises or permit any portion of the Premises or easements and rights of way granted to Tenant pursuant to the





Agreement to be occupied or used by any other party or multiple parties, including subtenants, licensees or customers (including agents, contractors and subcontractors thereof) in connection with the provision of wireless communications services.

6. **Right of First Refusal; Rental Stream Offer.** From and after the Effective Date, the Agreement grants to Tenant a right of first refusal in connection with any and all requests, proposals or offers from any third party to acquire, lease or obtain an easement (or other right of way) under all or any portion of the Premises, all as more particularly set forth in the Agreement. Further, from and after the Effective Date, the Agreement grants to Tenant a right of first refusal and the right to acquire the rental stream associated with the Agreement in connection with any request, offer, proposal, agreement, promise or related right or document seeking an assignment or transfer of rent payments associated with the Agreement, all in accordance with the terms of the Agreement. A full and complete copy of the provisions referenced herein is on file with the Tenant.

7. **Ratification of Agreement.** By this Memorandum, the parties intend to record a reference to the Agreement and do hereby ratify, confirm, restate and reconfirm all of the terms and conditions of the Agreement and declare that the Property and the Premises are subject to all of the applicable provisions of the Agreement. In the event of a conflict between this Memorandum and the Agreement, the Agreement shall control.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK  
SIGNATURE PAGES FOLLOW**



IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first above written.

LANDLORD: \_\_\_\_\_

a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public, duly commissioned and qualified, personally appeared in the State and County aforesaid the above named \_\_\_\_\_, who declared that he/she/they knew the contents of the foregoing instrument, and acknowledged it to be his/her/their voluntary act and deed, in their name and in the capacity set forth above. Such person is:

☐ personally known to me or;

☐ has produced \_\_\_\_\_ as identification.

Official Signature of Notary: \_\_\_\_\_

Notary's printed or typed name: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

My Commission Expiration Date: \_\_\_\_\_

OFFICIAL SEAL



TENANT: COMMUNICATIONS TOWER  
GROUP I LLC, a Delaware limited liability  
company

By: \_\_\_\_\_  
Name: Ricardo Loor  
Its: Chief Executive Officer

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned Notary  
Public, duly commissioned and qualified, this day personally appeared in the State and County aforesaid  
the above-named Ricardo Loor, who declared that he knew the contents of the foregoing instrument, and  
acknowledged it to be his voluntary act and deed, for and on behalf of the company. Such person is:  
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**EXHIBIT A TO MEMORANDUM OF GROUND LEASE AGREEMENT**  
**LEGAL DESCRIPTION OF REAL PROPERTY**

Legal description of the Property may be provided on new Exhibit A. Initials by Landlord and Tenant at the bottom of the new Exhibit A will constitute approval.

Inserted after title is reviewed and completed.





**EXHIBIT B TO MEMORANDUM OF GROUND LEASE AGREEMENT**  
**DESCRIPTION OF PREMISES**

Legal description of the Premises and Easements may be provided on a new Exhibit B. Initials by Landlord and Tenant at the bottom of the new Exhibit B will constitute approval thereof.

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

Inserted after location is agreed upon by both parties.

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawing of the Premises.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

CTGI Site Number:  
CTGI Site Name:

Page 6 of 6  
Memorandum of Ground Lease Agreement v6 2025



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By: \_\_\_\_\_

Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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Notary's printed or typed name: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

My Commission Expiration Date: \_\_\_\_\_

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By: \_\_\_\_\_  
Name: Ricardo Loor  
Its: Chief Executive Officer

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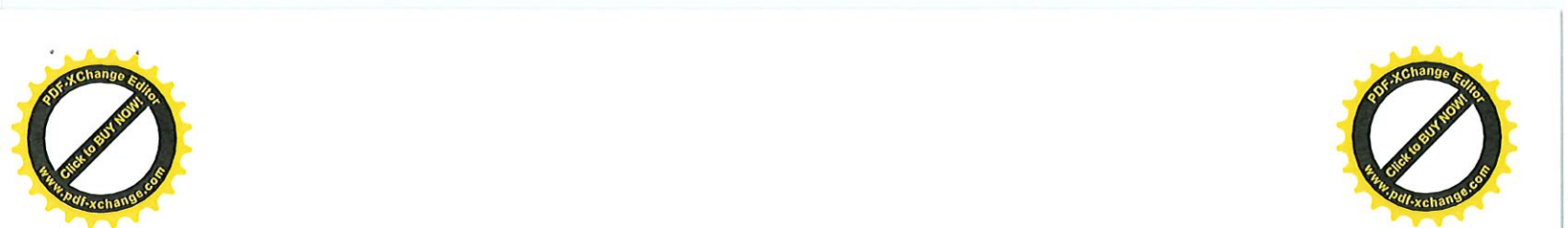




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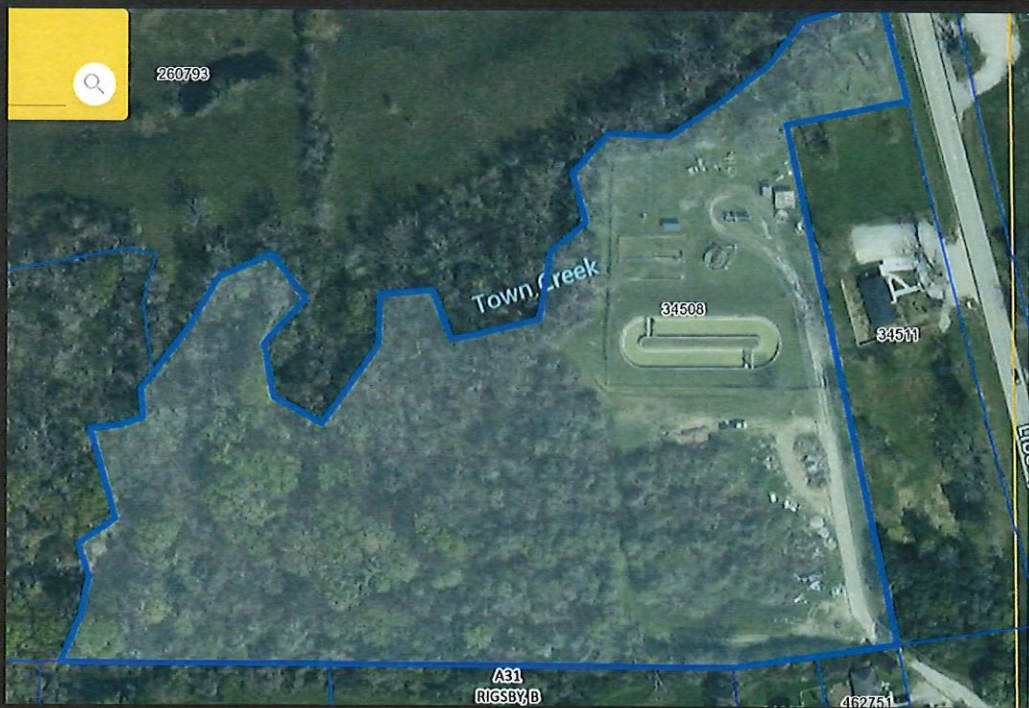
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CTGI Site Number:  
CTGI Site Name:





**PROPERTY INFORMATION**

Prop ID	Geo ID
<b>34508</b>	0031-01-04215
Situs Address	
Legal Description	
A0031 RIGSBY BEN J, TRACT 42-A, ACRES 8.400	
Taxing Units	
CAD,CMO,F02,GMO,HM1,SMO	
Market Area	Legal Acreage
1102.C	8.4000
Abstract/Subdv Code	
A0031	Block

**OWNER INFORMATION**

Owner Name & Mailing Address

**CITY OF MONTGOMERY (130444)**  
**101 OLD PLANTERSVILLE RD**  
**MONTGOMERY TX 77316-4416**



