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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
5/30/2013 11:15:57.18



2013054147

EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

PIN: 0220002222

STATE OF: NEBRASKA

COUNTY OF: DOUGLAS

Document Date:

4/11/13

GRANTOR: SERENADA PROPERTIES, L.L.C., A NEBRASKA LIMITED
LIABILITY COMPANY

Address: 8114 Maple St
Omaha, NE 68134-6432

GRANTEE: LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC

Address: 2141 Rosecrans Ave, Ste. 2100
El Segundo, CA 90245

Legal Description: Attached as Exhibit A.

Prepared by:

Landmark Dividend LLC
P.O. Box 3429
2141 Rosecrans Ave, Ste. 2100
El Segundo, CA 90245

Return after recording to:

Fidelity National Title Group
Attn: Melissa Cater
7130 Glen Forest Drive #300
Richmond, VA 23226

12625197

RECEIVED APR 15 2013

✓ 1613529031
~~1613529030~~

EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

This Easement and Assignment of Lease Agreement dated April 4/11, 2013 (this "**Agreement**") is by and between **SERENADA PROPERTIES, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY** ("**Grantor**"), and **LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC**, a Delaware limited liability company ("**Grantee**"); and

WHEREAS Grantor owns certain real property located at: 8114 Maple St, Omaha NE 68134-6432 ("**Property**"); and more particularly described in Exhibit "A" attached hereto; and

WHEREAS Grantor intends to grant to Grantee an exclusive easement (the "**Easement**") in, to, under and over a certain portion of the Property described in Exhibit "B" attached hereto (the "**Easement Area**") for telecommunications purposes; and

WHEREAS Grantor intends to sell, assign, set over, convey and transfer the existing telecommunications lease(s) or license(s) ("**Lease(s)**") more particularly described in Exhibit C to Grantee; and

WHEREAS Grantor intends to allow Grantee to use the Easement in order that Grantee may lease space to Tenants in the telecommunications business; and

NOW THEREFORE, In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **GRANT OF EASEMENT.** Grantor hereby grants to Grantee an exclusive easement over the Easement Area for the purpose of leasing space on the Property to telecommunications tenant(s) and uses associated with the exercise rights of telecommunications tenants under such leases.

2. **TERM.** Commencing on 4/12, 2013, the Term of this Agreement shall be perpetual unless terminated as provided in paragraph 3 below.

3. **TERMINATION.** Grantor may not terminate this Agreement; provided however, that in the event that Grantee voluntarily ceases to use the Easement for a continuous period of four (4) years the Easement shall be deemed abandoned and this Agreement shall automatically terminate.

4. **ASSIGNMENT OF LEASE(S).** As part of the consideration provided for this Agreement, Grantor hereby assigns and conveys all of its right, title and interest in and to the Lease(s), more particularly described in Exhibit C. Grantor shall retain and continue to faithfully perform and discharge any and all of Grantor's obligations as lessor under the Lease(s) and Grantee assumes no obligations thereunder.

5. **NON-EXCLUSIVE ACCESS EASEMENT.** As part of the consideration for this Agreement, Grantor hereby grants to Grantee an easement in, to, under and across the Property adequate to allow ingress and egress to the Easement Area.

6. **REPRESENTATIONS AND COVENANTS OF GRANTOR.** Grantor represents and warrants to Grantee, as of the date hereof, that:

a. This Agreement and any other documents executed by Grantor in connection with it constitute the legal, valid and binding obligation of Grantor, enforceable against Grantor in accordance with their terms.

b. The execution, delivery and performance by Grantor of this Agreement does not and will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or of any agreement to which Grantor is a party including mortgages and deeds of trust, or by which Grantor or the Property is bound and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Grantor is subject.

c. There is no pending or threatened action, suit or proceeding that, if determined against Grantor, would adversely affect Grantor's ability to grant this easement or such other documents or to perform its obligations hereunder or thereunder.

d. Grantor owns one hundred percent (100%) of the fee title to the Property and the lessor's interest in and to the Lease(s).

e. Grantor has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Lease(s), to any other person.

f. Grantor shall comply with all applicable laws which may affect the Property.

g. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents (individually and collectively "Grantor Party") to use any portion of the Property, or the Easement in a way which interferes with the operations of tenants under the Leases, or any other of Grantee's future lessees or licensees, or to interfere with the Non-Exclusive Access Easements. Such interference shall be deemed a material breach by Grantor if not cured by Grantor as provided in paragraph 10 below.

7. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. This Agreement shall run with the land upon which the Easement is located, and Grantor shall, in any and all deeds or other documents related to the sale, conveyance, assignment, mortgage, pledge, or other encumbrance or transfer of the Property, expressly provide that the Property is subject to all rights, liabilities and obligations under this Agreement (including without limitation, with respect to the Easement and the Non-Exclusive Easement). Grantor hereby expressly acknowledges and agrees that Grantee may from time to time sell, convey, assign, mortgage, pledge, encumber, hypothecate, securitize or otherwise transfer some or all of Grantee's right, title and interest in and to this Agreement, the Easement, the Non-Exclusive Easement and/or the Easement Area without notice to or consent of Grantor, provided, however, that any such act by Grantee shall not alter or interfere with the rights and use of the Property by Grantor or any Grantor Party or mortgagee.

8. **ENVIRONMENTAL REPRESENTATIONS.**

a. **Grantor Environmental Representation.** Grantor represents that it has no knowledge of any substance, chemical or waste (collectively "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Grantor shall not introduce or use (or permit the use of) any Hazardous Substance on the Property in violation of any applicable federal, state or local environmental laws. Grantor shall be responsible for (and shall promptly conduct any investigation and remediation as required by any applicable environmental laws) all spills or other releases of any Hazardous Substance not caused solely by Grantee, that have occurred or which may occur on the Property.

b. **Grantee Environmental Representations.** Grantee shall not introduce or use any Hazardous Substance (hereinafter defined) on the Property or the Easement in violation of any applicable federal, state or local environmental laws. Notwithstanding the foregoing, Grantee shall not be responsible for any Hazardous Substances arising or present on or before the Effective Date. Liability of Grantee for any claims with respect to any Hazardous Substances at the Property or the Easement shall be limited to contamination which is shown by clear evidence to have been solely caused by a release of a Hazardous Substance by Grantee after the Effective Date, and in violation of any applicable federal, state or local environmental laws.

c. **Mutual Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substance on the Property caused by the other party. This indemnification shall also apply to the migration of any Hazardous Substance to other properties, and the release of any Hazardous Substance into the environment that relate to or arise from the indemnitor's activities on the Property. Grantor agrees to defend, indemnify, protect and hold Grantee harmless

from claims resulting from actions on the Property not caused by Grantee. This indemnification shall survive the termination or expiration of this Agreement.

9. NOTICES. All notices, requests, demands and other communications hereunder shall be delivered by Certified Mail Return Receipt Requested, and/or a nationally recognized Overnight courier. Notice shall be deemed accepted upon proof of delivery. Notices shall be delivered:

As to Grantor: 9213 Bayberry Road
La Vista, NE 68128-4228
Attn: Beryle Johnston

As to Grantee: c/o Landmark Dividend LLC
Attn: Legal Dept.
P.O. Box 3429
2141 Rosecrans Ave, Ste. 2100
El Segundo, CA 90245

10. DEFAULT. It shall be an "Event of Default" if either Grantor or Grantee fails to observe or perform any of the terms, conditions or its respective obligations set forth in this Agreement. Upon receiving written notice of such a default or breach of this Agreement, the defaulting party shall have sixty (60) days to cure such default. In the event that the defaulting 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, including, by way of example and not as a limitation, termination of this Agreement and the Easement.

11. GOVERNING LAW; CERTAIN WAIVERS.

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS IN WHICH THE PROPERTY IS LOCATED, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

(b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING TO ENFORCE OR INTERPRET THIS AGREEMENT.

(c) EACH PARTY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE DISTRICT COURT OF DOUGLAS COUNTY AND THE UNITED STATES DISTRICT COURT FOR THE STATE OF NEBRASKA, AND EACH PARTY WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE IN SUCH COURT, WHETHER ON THE BASIS OF INCONVENIENT FORUM OR OTHERWISE.

12. ADDITIONAL PROVISIONS.

(a) Grantee shall require that any future telecom lessee(s) be solely responsible for the repair, maintenance and replacement of the telecommunications tower, and shall at all times maintain the telecommunications tower in good repair and safe condition. In the event of a casualty or other damage to the telecommunications tower which render it a danger to public health and safety, or which pose a risk to real or personal property of any other party, subject to the terms of the Existing Telecom Agreement, Grantee shall commence all necessary action to eliminate the danger and risk within forty-eight (48) hours of receipt of notice, and continue with all due diligence. If Grantee fails to take such action, subject to the terms of the Existing Telecom Agreement, Grantor may, but is not obligated to, take any action and in such event Grantee shall use commercially reasonable effort to cause the tenant under the Lease to, within ten (10) days of receipt of an invoice, reimburse Grantor for all reasonable costs incurred by Grantor. Grantor may submit more than one (1) invoice if costs are incurred over a period of time in excess of thirty (30) days.

(b) This Agreement may be executed in multiple originals, each of which shall be deemed an original for all purposes, and when combined shall be one and same document. Execution by facsimile or electronic transmission shall be deemed and original signature and binding upon the parties.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

GRANTOR:

WITNESSES:

SERENADA PROPERTIES, L.L.C.,
a Nebraska limited liability company

By: Beryl Johnston
Name: Beryl Johnston
Its: Manager

Lisa Mutt
Name: -
Gaine Blaker
Name:

Date: 4-5-2013

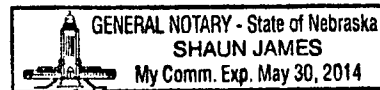
STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

On APRIL 5, 2013, before me, SHAUN JAMES, a Notary Public in and for said County and State, personally appeared BERYLE JOHNSTON, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NEBRASKA that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

Shaun James
Notary Public
My Commission Expires: May 30, 2014



[SEAL]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

GRANTEE:

WITNESSES:

LANDMARK INFRASTRUCTURE HOLDING
COMPANY LLC, a Delaware limited liability
Company

By: [Signature]
Name: _____
Title: Authorized Signatory

Date: 04.11.2013

[Signature]
Name: Patricia Ofoya
[Signature]
Name: Jamila Davis

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On April 11, 2013, before me, JOSEPH YOLAND LANGEVIN, a Notary Public in and for said County and State, personally appeared DANIEL E. REBEOR, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

[Signature]
Notary Public
My Commission Expires: 09.12.2014

[SEAL]

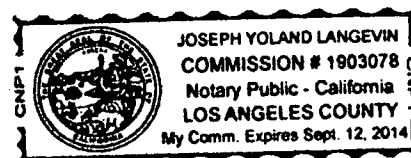


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The West 173.5 feel of the South 502.3 feel of Lot 55, Keystone Park, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, EXCEPT the South 45 feet thereof conveyed to the State of Nebraska.

AND BEING the same property conveyed to Serenada Properties, L.L.C., a Nebraska limited liability company from Robert C. Perdue and Shannon K. Perdue by Warranty Deed dated June 09, 2008 and recorded June 12, 2008 in Instrument No. 2008058302.

Tax Parcel No. 0220002222

EXHIBIT B

EASEMENT AREA DESCRIPTION

PROPERTY DESCRIPTION: TOWER PARCEL

A 1,719 square foot (0.04± acres) Tower Parcel situated in Outlot "A", SERENADA PLACE, in Douglas County, Nebraska, more particularly described as follows:

COMMENCING at the Southeast Corner of Lot 1, of said SERENADA PLACE, and said corner also being on the North Right of Way line of MAPLE ST. (Public R/W) (Fnd. 5/8" Iron Bar); thence along said North Right of Way line, North 89°59'49" West, a distance of 106.52 feet; thence leaving said North Right of Way line, North 00°00'11" East, a distance of 305.80 feet to the POINT OF BEGINNING; thence North 05°51'58" East, a distance of 36.39 feet; thence South 83°02'12" East, a distance of 45.87 feet; thence South 00°29'43" West, a distance of 36.11 feet; thence North 83°37'23" West, a distance of 49.24 feet to the POINT OF BEGINNING.

PROPERTY DESCRIPTION: NON-EXCLUSIVE ACCESS/UTILITY EASEMENT

A 20 foot wide Non-Exclusive Access/Utility Easement, situated in SERENADA PLACE, in Douglas County, Nebraska, lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Southeast Corner of Lot 1, of said SERENADA PLACE, and said corner also being on the North Right of Way line of MAPLE ST. (Public R/W) (Fnd. 5/8" Iron Bar); thence along said North Right of Way line, North 89°59'49" West, a distance of 23.21 feet to the POINT OF BEGINNING of said centerline; thence leaving said North Right of Way line, North 05°20'30" West, a distance of 124.71 feet; thence North 18°36'24" West, a distance of 79.11 feet; thence North 04°51'21" West, a distance of 102.81 feet to the POINT OF TERMINATION. Containing 6,133 square feet (0.14± acres).

PROPERTY DESCRIPTION: UTILITY EASEMENT

A 20 foot wide Non-Exclusive Utility Easement, situated in SERENADA PLACE, in Douglas County, Nebraska, lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Southeast Corner of Lot 1, of said SERENADA PLACE, and said corner also being on the North Right of Way line of MAPLE ST. (Public R/W) (Fnd. 5/8" Iron Bar); thence along the East line of said Lot 1, North 00°03'49" West, a distance of 167.64 feet; thence leaving said East line, South 89°56'11" West, a distance of 14.13 feet to the POINT OF BEGINNING of said centerline; thence North 18°03'03" West, a distance of 139.58 feet to the POINT OF TERMINATION. Containing 2,963 square feet (0.07± acres).

EXHIBIT C

LEASE DESCRIPTION

That certain Lease Agreement dated Oct 12, 2007, by and between Serenada Properties, L.L.C., a Nebraska limited liability company successor-in-interest to Robert C. Perdue and Shannon K. Perdue ("Lessor"), whose address is 8114 Maple St, Omaha, NE, 68134-6432, and Verizon Wireless ("Lessee"), whose address is 180 Washington Valley Road , Bedminster NJ 07921, for the property located at 8114 Maple St, Omaha NE 68134-6432.

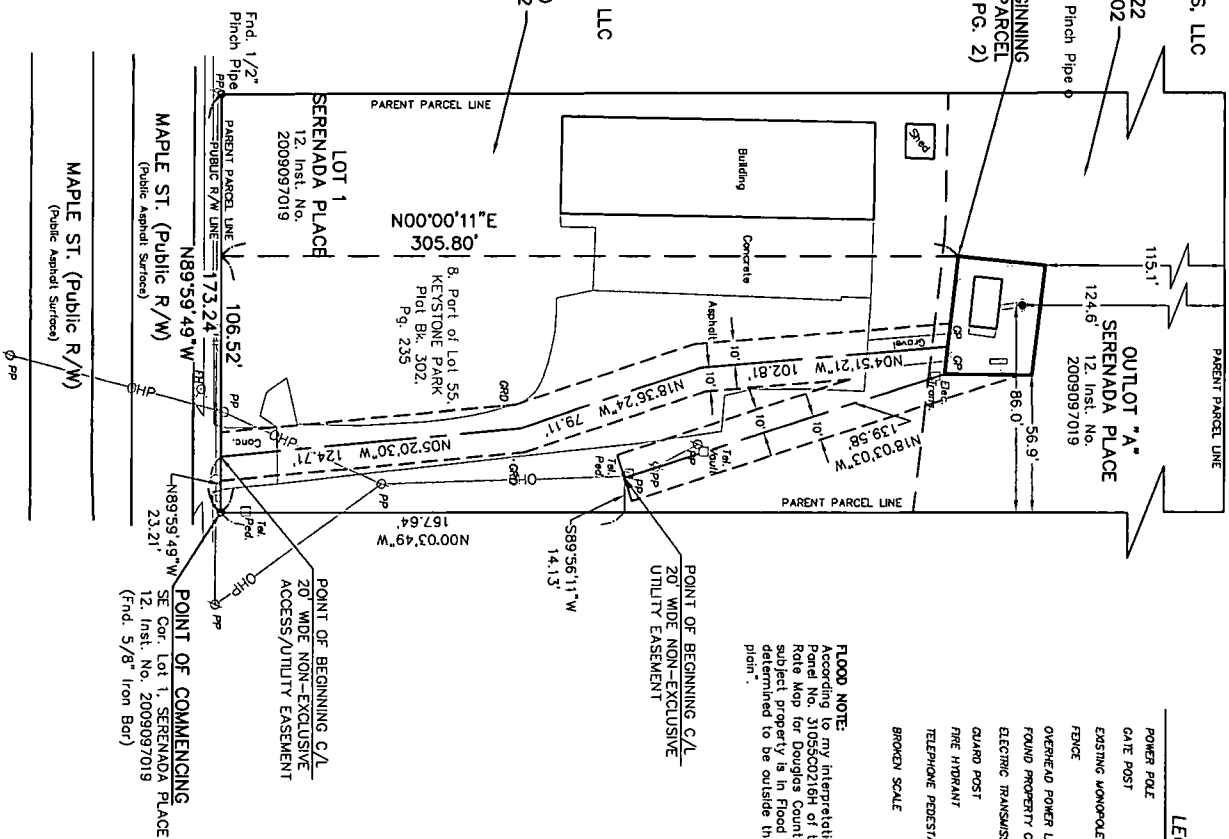
PARCEL I.D.: 0220-0020-22
DEED: INST. NO. 2008058302

Find. 1" Pinch Pipe

POINT OF BEGINNING
TOWER PARCEL
(SEE DETAIL, PG. 2)


AREA TABLE:
TOWER PARCEL:
1.719 SQ. FT. (0.04± ACRES)
TOWER COMPOUND:
1.636 SQ. FT. (0.04± ACRES)
NON-EXCLUSIVE
ACCESS AND UTILITY EASEMENT:
61.33 SQ. FT. (0.14± ACRES)
NON-EXCLUSIVE
UTILITY EASEMENT:
2.963 SQ. FT. (0.07± ACRES)

OWNER: SERENADA PROPERTIES, LLC
8114 MAPLE ST.,
OMAHA, NE 68134
PARCEL I.D.: 0220-0020-20
DEED: INST. NO. 2008058302 —



FLOOD NOTE: According to my interpretations of Community Panel No. 31055C0216H of the Flood Insurance Rate Map for Douglas County, Nebraska, the subject property is in Flood Zone "X," i.e., "area determined to be outside the 500-year flood plain."

LEGEND

<p>POWER POLE _____ ϕ PP</p> <p>GATE POST _____ ϕP</p> <p>EXISTING MONOPOLE TOWER _____ ●</p> <p>FENCE _____ x</p> <p>OVERHEAD POWER LINE _____ OHP</p> <p>FOUND PROPERTY CORNER _____ O</p> <p>ELECTRIC TRANSMISSION _____ Elec. Lines</p> <p>GUARD POST _____ GPD</p> <p>FIRE HYDRANT _____ FH</p> <p>TELEPHONE PEDSTAL _____ Tel. Ped.</p> <p>BROKEN SCALE _____</p>	
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TC110174
PART OF SEC. 11-T.15N-R.12E

DOUGLAS COUNTY
NEBRASKA

FOR LANDMARK DIVIDEND
SITE NAME: TC110174

SITE LOCATION:
8114 MAPLE ST.,
OMAHA, NE 68134

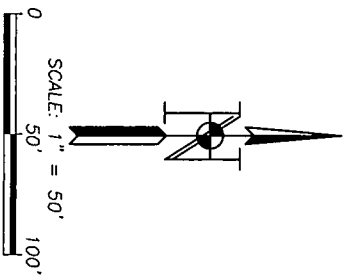
**LANDMARK
DIVIDEND**


SURVEY SERVICES COORDINATION BY:
GEOLINE 13430 NW 104th Terrace
Suite A
Auburndale, FL 33615
SURVEYING, INC. Office:(386) 418-0500

WWW.GEOLINEA
SURVEY COORDINATED BY:

IA
LOVELACE AND ASSOCIATES, LLC
P.O. BOX 68,
LEE'S SUMMIT, MO 64055
TEL: 816-347-9997
FAX: 816-347-9979

DRAWN BY: A.C.T. CHECKED BY: C.R.C.
DATE: 04-02-13 FIELDWORK: 04-01-13

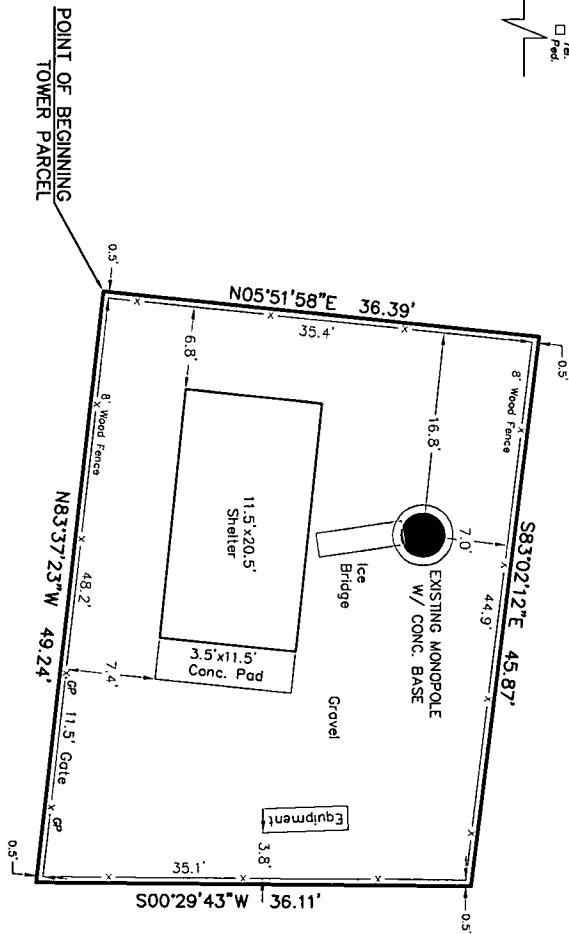
VICINITY MAP
(NOT TO SCALE)

 DIGGER HOTLINE OF NEBRASKA
NE-DIGGERS.COM
Statewide 1-800-331-5666
Metro Omaha 344-3565

SHEET 1 OF 3

LEGEND

- POWER POLE ϕ PP
- GATE POST \bullet GP
- EXISTING MONOPOLE TOWER \bullet
- FENCE \times
- OVERHEAD POWER LINE $\text{---} \phi \text{---}$
- FOUND PROPERTY CORNER \circ FPC
- ELECTRIC TRANSMISSION \square Elec
- QUAD POST \bullet QPD
- FIRE HYDRANT \square FH
- TELEPHONE PEDESTAL \square Tel.
- BROKEN SCALE $\text{---} \times \text{---}$



OWNER: SERENADA PROPERTIES, LLC
8114 MAPLE ST.
OMAHA, NE 68134
PARCEL I.D.: 0220-0020-22
DEED: INST. NO. 2008058302

AREA TABLE
TOWER PARCEL:
1,719 SQ. FT. (0.04± ACRES)
TOWER COMPOUND:
1,636 SQ. FT. (0.04± ACRES)
NON-EXCLUSIVE
ACCESS AND UTILITY EASEMENT:
6,133 SQ. FT. (0.14± ACRES)
NON-EXCLUSIVE
UTILITY EASEMENT:
2,963 SQ. FT. (0.07± ACRES)

TC110174

PART OF SEC. 11-T15N-R12E,
DOUGLAS COUNTY,
NEBRASKA

FOR: LANDMARK DIVIDEND

SITE NAME: TC110174

SITE LOCATION:
8114 MAPLE ST.,
OMAHA, NE 68134

**LANDMARK
DIVIDEND**

SURVEY SERVICES COORDINATED BY:
GEOLINE
SURVEYING, INC.
Suite A, Rt. 13016
13430 HWY 100th Termok,
Omaha, NE 68134
Office: (402) 418-0700
Fax: (402) 452-9988
WWW.GEOLINEINC.COM

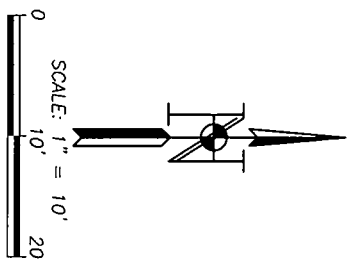
SURVEY COORDINATED BY:

LA ASSOCIATES, LLC
P.O. BOX 68,
LEE'S SUMMIT, MO 64063
TEL: 816-347-9997
FAX: 816-347-9979

LA PROJECT NO.: 13101

DRAWN BY: ACT. CHECKED BY: C.R.C.

DATE: 04-02-13 FIELDWORK: 04-07-13



SITE
N 83RD ST
MAPLE ST

VICINITY MAP
(NOT TO SCALE)

DIGGERS HOTLINE OF NEBRASKA
NE-DIGGERS.COM
Statewide 1-800-331-5666
Hetro Distro 344-3555

SHEET 2 OF 3

PROPERTY DESCRIPTION: PARENT PARCEL AS PROVIDED

The West 173.5 feet of the South 502.3 feet of Lot 55, Keystone Park, on Addition to the City of Omaha, as surveyed, plotted and recorded in Douglas County, Nebraska, EXCEPT the South 45 feet thereof conveyed to the State of Nebraska.

Properly information shown hereon was provided by Fidelity National Title Insurance Company, Commitment No. 12625197, effective March 28, 2011 at 8:00 a.m..

Schedule B-II information affecting Tower Parcel and associated Easement is noted unless shown hereon.

Schedule B-II information not shown hereon:

1.-7. General Exceptions, not the type to be depicted hereon.

8. Plat recorded in Plat Book 302, Page 235. (Shown)

9. R/W Easement in Deed Bk. 764, Pg. 678. (Doc. not provided)

10. R/W Easement in Deed Bk. 848, Pg. 308. (Doc. not provided)

11. Memorandum of Lease in Inst. No. 2007126265; Assignment and Assumption of Tenant Leases in Inst. No. 2008058304. (Documents not provided)

12. Plat of Serenada Place in Inst. No. 2009097019. (Shown)

13. Deed of Trust in Inst. No. 2008058303. (Not the type to be depicted hereon)

CERTIFICATION:

I HEREBY CERTIFY TO LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC, SERENADA PROPERTIES, LLC, BERYLE JOHNSTON, AND FIDELITY NATIONAL TITLE INSURANCE COMPANY, THAT A SURVEY WAS MADE BY ME, OR UNDER MY DIRECT SUPERVISION, ON THE GROUND OF THE TOWER PARCEL, AND PARCEL EASEMENTS, AND THE RESULTS OF SAID SURVEY ARE REPRESENTED HEREON. THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OVER SAID TOWER PARCEL PREMISES TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

CLARENCE ROGER CARRELL NE-LS306

DATE: _____

PROPERTY DESCRIPTION: TOWER PARCEL

A 1.719 square foot (0.04± acres) Tower Parcel situated in Outlot "A", SERENADA PLACE, in Douglas County, Nebraska, more particularly described as follows:

COMMENCING at the Southeast Corner of Lot 1, of said SERENADA PLACE, and said corner also being on the North Right of Way line of MAPLE ST. (Public R/W) (Fnd. 5/8" Iron Bor.); thence along said North Right of Way line, North 89°59'49" West, a distance of 106.52 feet; thence leaving said North Right of Way line, North 00°00'11" East, a distance of 305.80 feet to the POINT OF BEGINNING; thence North 05°51'58" East, a distance of 36.39 feet; thence South 83°02'12" East, a distance of 45.87 feet; thence South 00°29'43" West, a distance of 36.11 feet; thence North 83°37'23" West, a distance of 49.24 feet to the POINT OF BEGINNING.

PROPERTY DESCRIPTION: NON-EXCLUSIVE ACCESS/UTILITY EASEMENT

A 20 foot wide Non-Exclusive Access/Utility Easement, situated in SERENADA PLACE, in Douglas County, Nebraska, lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Southeast Corner of Lot 1, of said SERENADA PLACE, and said corner also being on the North Right of Way line of MAPLE ST. (Public R/W) (Fnd. 5/8" Iron Bor.); thence along said North Right of Way line, North 89°59'49" West, a distance of 23.21 feet to the POINT OF BEGINNING of said centerline; thence leaving said North Right of Way line, North 05°20'30" West, a distance of 124.71 feet; thence North 18°36'24" West, a distance of 79.11 feet; thence North 04°51'21" West, a distance of 102.81 feet to the POINT OF TERMINATION. Containing 6.133 square feet (0.14± acres).

PROPERTY DESCRIPTION: UTILITY EASEMENT

A 20 foot wide Non-Exclusive Utility Easement, situated in SERENADA PLACE, in Douglas County, Nebraska, lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Southeast Corner of Lot 1, of said SERENADA PLACE, and said corner also being on the North Right of Way line of MAPLE ST. (Public R/W) (Fnd. 5/8" Iron Bor.); thence along the East line of said Lot 1, North 00°03'49" West, a distance of 167.64 feet; thence leaving said East line, South 89°56'11" West, a distance of 14.13 feet to the POINT OF BEGINNING of said centerline; thence North 18°03'03" West, a distance of 139.58 feet to the POINT OF TERMINATION. Containing 2.963 square feet (0.07± acres).

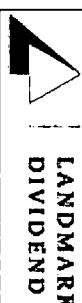
Notes:

- Bearings shown hereon are based on the South line of Lot 1, SERENADA PLACE with a bearing of North 89°59'49" West.
- The purpose of this survey is to establish and describe a Tower Parcel and associated Easement. This is not a boundary survey of the Parent Parcel.
- The utilities as shown on this drawing were developed from the information available (existing utility maps, aboveground observations and/or surface markings placed on the ground by the utility company or a representative thereof). This company has made no attempt to excavate or go below surface to locate utilities and does not extend or imply a guaranty or warranty as to the exact location of or complete inventory of utilities in this area. It shall be the contractors responsibility to verify the location and depth of all utilities (whether shown or not) prior to excavation or construction and to protect said utilities from damage.

TC101074
PART OF SEC. 11-T-15N-R.12E,
DOUGLAS COUNTY,
NEBRASKA

FOR LANDMARK DIVIDEND

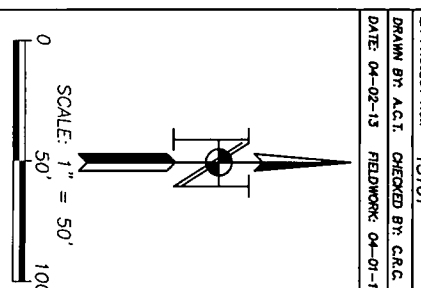
SITE NAME: TC101074
SITE LOCATION:
8114 MAPLE ST.,
OMAHA, NE 68134



SURVEY SERVICES COORDINATION BY:
CEOLINE
SURVEYING, INC. 13400 NW 16th Terrace,
Suite A, Jensen, FL 32057
Phone: 352-414-0000
Fax: 352-414-0000
www.ceolineinc.com

SURVEY COORDINATED BY:
LANDMARK AND
ASSOCIATES, LLC
P.O. BOX 68
LEE'S SUMMIT, MO 64083
TEL: 816-347-9977
FAX: 816-347-9979

LA PROJECT NO.: 13101
DRAWN BY: ACT. **CHECKED BY:** C.R.C.
DATE: 04-02-13 **FIELDWORK:** 04-01-13



SITE
83RD ST
MAPLE ST
 vicinity map
(NOT TO SCALE)

DIGGERS HOLE LINE OF NEBRASKA
NE-DIGGERS-HOLE
Statewide 1-800-331-3666
Metro Omaha 314-3565

SHEET 3 OF 3