

COUNTER: LL  
VERIFY: LL  
FEES: \$136.00  
CHG: INCEO  
SUBMITTED: Old Republic Title RIS

NEBRASKA DOCUMENTARY  
STAMP TAX

10/22/2014  
EX#23 By LL

FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

**2014-23622**

10/22/2014 3:36:56 PM

*Clay J. Rouding*

REGISTER OF DEEDS



THIS DOCUMENT PREPARED BY:

DYKEMA GOSSETT PLLC

Nicholas J. Winters, Esq.

39577 Woodward Avenue, Suite 300

Bloomfield Hills, Michigan 48304-5086

AFTER RECORDING, RETURN TO:

WHEN RECORDED RETURN TO:

OLD REPUBLIC TITLE

ATTN: ESTATE CLOSING

530 SOUTH MAIN STREET

SUITE 100

AKRON, OH 44311

*01-14062539 mac*

## GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

See Exhibits "A" and "C" for Legal Descriptions

Facilities:	Southroads Mall / BUN 879180
Street Address:	1001 Fort Crook Road N.
City:	Bellevue
County:	Sarpy
State:	Nebraska

between

**STEVEN W. SELINE, GEORGE H. KRAUSS, BRADLEY A. TRIBULATO AND  
JOSEPH MANDOLFO, AS CO-TRUSTEES OF THE BAER FAMILY IRREVOCABLE  
LIFE INSURANCE TRUST I DATED MAY 5, 1994 (collectively, "Grantor")**

and

**GLOBAL SIGNAL ACQUISITIONS IV LLC,  
a Delaware limited liability company ("GSA IV")**

Site: Southroads Mall  
BUN: 879180  
BH01\2100840.2  
ID\NJW - 101460\1132

**GRANT OF EASEMENT AND  
ASSIGNMENT OF LEASE**

**THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE** (the "Easement") is made effective this 6<sup>th</sup> day of October, 2014, by and between **STEVEN W. SELINE, GEORGE H. KRAUSS, BRADLEY A. TRIBULATO AND JOSEPH MANDOLFO, AS CO-TRUSTEES OF THE BAER FAMILY IRREVOCABLE LIFE INSURANCE TRUST I DATED MAY 5, 1994** (collectively, "Grantor"), having a mailing address of c/o Steven Seline/Walnut Private Equity Partners, LLC, 8712 West Dodge Road #220, Omaha, Nebraska 68124, and **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company ("GSA IV"), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

**1. Description of Grantor's Property.** Grantor is the owner of that certain land and premises in Sarpy County, State of Nebraska, by grant or conveyance described in the Public Records of Sarpy County, Nebraska in Instrument Number 2014-16604; the description of said property is attached hereto as **Exhibit "A"** (hereinafter "Grantor's Property").

**2. Description of Easement.** For good and valuable consideration, the actual consideration paid or to be paid in connection with this Easement being Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, which consideration shall be paid to Southroads Shopping Center Limited Liability Company, a Delaware limited liability company ("Southroads"), at Grantor's direction, Grantor grants and

conveys unto GSA IV, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property, that portion being described as an approximately 2,500 square foot parcel within Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown in the Site Plan attached hereto as **Exhibit "B"** and described by metes and bounds in **Exhibit "C"** attached hereto. Grantor also grants to GSA IV, its successors and assigns, as part of this Easement, a non-exclusive, perpetual right-of-way for ingress and egress, seven (7) days per week, twenty-four (24) hours per day, on foot or motor vehicle, including trucks, along a right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly shown in the Site Plan attached hereto as **Exhibit "B"** and described by metes and bounds in **Exhibit "C"** (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). In the event GSA IV or any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form reasonably satisfactory to GSA IV, to GSA IV or at GSA IV's request, directly to a public utility, at no cost and in a location acceptable to GSA IV (the "Additional Access Easement"). For any such Additional Access Easement to be effective, such easement shall be recorded among the Public Records of Sarpy County, State of Nebraska. Also, Grantor hereby grants to GSA IV, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in GSA IV's reasonable discretion, for any construction, repair, maintenance,

replacement, demolition and removal related to the Permitted Use (defined below), and GSA IV shall restore such portion of Grantor's Property to its original condition after its use of the construction and maintenance easement. GSA IV agrees to indemnify and hold Grantor harmless for any loss or damage to any portion of Grantor's Property caused by GSA IV, its agents, invitees or employees in connection with the use of the construction and maintenance easement.

**3. Easement Area.** The Easement Area shall be used for (i) constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and (ii) uses incidental thereto, including without limitation, testing of any kind, for GSA IV's use and the use of its lessees, licensees, invitees, and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that GSA IV's communications facilities shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by GSA IV on the Easement Area, provided, GSA IV shall comply with all covenants, conditions and restrictions that affect or encumber the Easement Area. GSA IV, at its sole cost and expense, shall construct any of the foregoing facilities in a good and workmanlike manner, keeping any construction area safe and clean and free of debris and Grantor shall have no duty to maintain any improvements within the Easement Area. GSA IV shall keep the foregoing facilities in good condition and repair. If requested by GSA IV, Grantor will execute, at GSA IV's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the

Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by GSA IV in GSA IV's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by GSA IV. In furtherance of the foregoing, Grantor hereby appoints GSA IV as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

**4. Perpetual Easement.** This Easement and GSA IV's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

**5. GSA IV's Right to Terminate.** GSA IV shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon GSA IV providing written notice of termination to Grantor. Upon termination of this Easement, this Easement shall become null and void and all of the parties shall have no further obligations to each other, except for any obligations of the parties which expressly survive termination. Upon termination of this Easement, GSA IV shall, within one hundred eighty (180) days, remove its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted. If this Easement is terminated, GSA IV shall be liable for the cost and expense of any damage to the Easement Area (excepting reasonable wear and tear) caused by GSA IV, its agents, invitees or employees.

## **6. Hazardous Materials.**

(a) GSA IV shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, GSA IV shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on the Easement Area if caused by GSA IV or persons acting under GSA IV. GSA IV shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning GSA IV's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

(b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold GSA IV harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Grantor's Property unless caused by GSA IV or persons acting under GSA IV. Grantor shall execute such affidavits, representations and the like from time to time as GSA IV may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

(c) For purposes of this Easement, the term "Hazardous Materials" means any substance which is

(i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

**7. Insurance.** GSA IV agrees to maintain at all times, at its sole expense the following insurance coverage: All risk of loss property insurance covering the full replacement value of all of GSA IV's improvements, fixtures and personal property on or about the Easement Area and business interruption insurance sufficient to cover loss of rent for at least twelve (12) months; commercial general liability with combined single limits of liability of at least

Two Million Dollars (\$2,000,000) per occurrence with an aggregate limit of at least Five Million Dollars (\$5,000,000) naming Grantor as an additional insured. The commercial general liability limits may be met by a combination of blanket primary and excess liability policies of insurance covering other locations of GSA IV. At all times, GSA IV, 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 GSA IV's business upon the Easement Area. All personal property, fixtures, or improvements owned or constructed by GSA IV on the Easement Area shall be at GSA IV's risk, except to the extent of any damage caused by the gross negligence or willful misconduct of Grantor.

**8. Security of GSA IV's Communications Facilities.** GSA IV may construct a chain link or comparable fence around the perimeter of GSA IV's communications facilities.

**9. Removal of Obstructions.** GSA IV has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to GSA IV's use of the Easement Area. GSA IV shall be responsible for disposing of any materials related to the removal of obstructions.

**10. Assignment of Lease Agreement.** The parties hereby acknowledge that STC Five LLC, a Delaware limited liability company ("STC Five"), as tenant, and Southroads, as landlord, are the current parties to that certain PCS Site Agreement dated June 22, 2000, originally by and between Sprint Spectrum L.P., a Delaware limited

partnership ("Sprint"), as tenant, and Southroads, as landlord, a memorandum of which was recorded on November 20, 2001 as Instrument Number 2001-38432 with the Sarpy County Register of Deeds, as amended by that certain First Amendment to PCS Site Agreement dated August 13, 2012, a memorandum of which was recorded on August 28, 2012 as Instrument Number 2012-26042 with the Sarpy County Register of Deeds (as amended, the "Lease Agreement"), which Lease Agreement pertains to a portion of Grantor's Property. STC Five is the successor in interest to Sprint under the Lease Agreement. Grantor hereby assigns to GSA IV all of Grantor's right, title and interest in the Lease Agreement. GSA IV agrees to defend, indemnify and hold harmless Grantor from and against any and all liability, claims, damages, and expenses (collectively "Claims") whatsoever arising out of, or in any way connected with the assignment and transfer of the lessor's obligations under the Lease Agreement to GSA IV as herein provided from, and after, the date of this Easement, except for Claims arising out of Grantor's failure to perform and discharge any of the terms, covenants, conditions and agreements as the lessor under the Lease Agreement prior to the date hereof, or other acts or conduct prior to the date hereof for which the lessor or tenant is responsible under the terms of the Lease Agreement. Grantor agrees to defend, indemnify and hold harmless GSA IV from and against any and all Claims whatsoever arising out of, or in any way connected with, Grantor's performance or discharge, or failure of such performance or discharge, of any of the terms, covenants, conditions and agreements required to be performed by Grantor as the lessor under the Lease Agreement prior to the date hereof.

**11. Right of First Refusal.** If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, GSA IV shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If GSA IV fails to meet such bona fide offer within thirty days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and GSA IV's rights hereunder. If GSA IV fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and GSA IV's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property. Notwithstanding the foregoing, GSA IV's right of first refusal shall not apply to any election of Southroads to exercise its option to purchase Grantor's Property, including any portion of the Easement Area, pursuant to that certain lease dated June 29, 1965, currently by and between Grantor, as landlord, and Southroads, as tenant (the "Prime Lease").

**12. Real Estate Taxes.** Grantor shall pay all real estate taxes on Grantor's Property; provided GSA IV agrees to reimburse Grantor for any documented increase in real estate taxes levied against Grantor's Property that are attributable to the presence of wireless communications facilities within the Easement Area. Grantor agrees to provide GSA IV any documentation evidencing the increase and how such increase is attributable to GSA IV's use. GSA IV reserves the right to challenge, at GSA IV's sole cost and

expense, any such assessment, and Grantor agrees to cooperate with GSA IV in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, GSA IV may, at its option, pay such real estate taxes (the "Delinquent Taxes") and GSA IV shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of twelve percent (12%) per annum (calculated from the date GSA IV pays the Delinquent Taxes until Grantor repays such sums due to GSA IV) and shall have a lien against Grantor's Property with respect thereto.

**13. Waiver of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

**14. Enforcement.**

(a) In the event Grantor fails to cure any violation of the terms of this Easement within ten (10) days after written notice from GSA IV, GSA IV shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in GSA IV's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by GSA IV as a result of such violation (including, without limitation, GSA IV's reasonable attorneys' fees). All

rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

(b) In the event GSA IV fails to cure any violation of the terms of this Easement within thirty (30) days after written notice from Grantor, Grantor shall have the right to injunctive relief, to require specific performance of this Easement, and to pursue an action for damages (including, without limitation, Grantor's reasonable attorneys' fees and all reasonable costs and expenses incurred by Grantor as a result of such violations). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof. Notwithstanding anything to the contrary in this Easement, in no event may Grantor terminate this Easement as a result of GSA IV's failure to cure any violation of the terms contained herein; however, such violation remaining uncured beyond any applicable cure period shall entitle Grantor to any monetary damages allowed by law.

**15. Limitation on Damages.** In no event shall either party be liable to the other party for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

**16. Recording.** Grantor acknowledges that GSA IV intends to record

this Easement with the appropriate recording officer upon execution of this Easement.

**17. Hold Harmless.** Grantor hereby indemnifies, holds harmless, and agrees to defend GSA IV against all damages asserted against or incurred by GSA IV by reason of, or resulting from: (i) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein or (ii) any negligent act or omission of Grantor, excepting however such damages as may be due to or caused by the acts of GSA IV or its agents. GSA IV hereby indemnifies, holds harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (i) the breach by GSA IV of any representation, warranty, or covenant of GSA IV contained herein or (ii) any negligent act or omission of GSA IV, excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

**18. Grantor's Covenant of Title.** Grantor covenants: (a) Grantor is seized of fee simple title to Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever, except those liens and encumbrances of record; (c) subject to the terms and conditions of this Easement, GSA IV shall have quiet possession, use and enjoyment of the Easement Area; and (d) that Grantor shall execute such further assurances thereof as may be reasonably required.

**19. Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), GSA IV and its lessees, licensees and/or sub-

easement holders shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreement or (ii) any condition on Grantor's Property which materially interferes with GSA IV's Permitted Use. Each of the covenants made by Grantor in this Section 19 is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

**20. Eminent Domain.** If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the Easement Area and improvements so taken shall belong to the GSA IV.

**21. Grantor's Property.** Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide the Grantor's Property if any such subdivision will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects GSA

IV's ability to utilize Grantor's Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or any property of Grantor contiguous to, surrounding, or in the vicinity of Grantor's Property, or impose or consent to any other restriction that would prevent or limit GSA IV from using the Easement Area for the uses intended by GSA IV.

**22. Entire Agreement.** Grantor and GSA IV agree that this Easement contains all of the agreements, promises and understandings between Grantor and GSA IV. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or GSA IV in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

**23. Construction of Document.** Grantor and GSA IV acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

**24. Applicable Law.** This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Easement shall be Sarpy County, State of Nebraska.

**25. Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail,



postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

If to Grantor:

Steven W. Seline, George H. Krauss,  
Bradley A. Tribulato and Joseph Mandolfo,  
as Co-Trustees of the Baer Family  
Irrevocable Life Insurance Trust I dated  
May 5, 1994, c/o Steven Seline/Walnut  
Private Equity Partners, LLC  
8712 West Dodge Road #220  
Omaha, Nebraska 68124

If to GSA IV:

Global Signal Acquisitions IV LLC  
c/o Crown Castle USA Inc.  
E. Blake Hawk, General Counsel  
Attention: Legal – Real Estate Department  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317

**26. Assignment.** The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. GSA IV has the right, within its sole discretion, so long as it is not in default of the terms and conditions of this Easement, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, GSA IV has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. Any such

sale, assignment, lease, license, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon GSA IV sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve GSA IV from any further liability or obligation accruing hereunder on or after the date of the assignment.

**27. Partial Invalidity.** If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

**28. Mortgages.** This Easement shall be subordinate to any mortgage, deed of trust, pledge or other security interest in Grantor's Property given by Grantor (each a "Mortgage") which, from time to time, may encumber all or a portion of Grantor's Property, including the Easement Area; provided, however, that the holder of any such Mortgage shall recognize (i) the validity of this Easement in the event of foreclosure of any interest(s) in Grantor's Property and (ii) GSA IV's right to occupy the Easement Area, including any rights of access and/or utilities related thereto. Simultaneously with the execution of this Easement, Grantor, at its sole cost and expense, shall obtain and furnish to GSA IV a non-disturbance agreement, in recordable form, reasonably acceptable to GSA IV for any pre-existing Mortgage(s) which may encumber all or a portion of Grantor's Property, including the Easement Area. Following the full execution of this Easement and prior to the recordation of this Easement, Grantor, at its sole cost and expense, shall obtain and furnish to GSA IV a non-disturbance agreement, in recordable form, reasonably acceptable to GSA IV for

any subsequent Mortgage(s) that may encumber all or a portion of Grantor's Property, including the Easement Area.

**29. Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of GSA IV and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and GSA IV's rights hereunder.

**30. Construction of Easement.** The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

**31. Southroads' Interests.**

(a) Grantor, GSA IV, and Southroads acknowledge that Southroads is the current lessor under the Lease Agreement, through Southroads' interest as the tenant under the Prime Lease. Southroads hereby assigns to GSA IV all of Southroads' right, title and interest in the Lease Agreement. GSA IV agrees to defend, indemnify and hold harmless Southroads from and against any and all Claims whatsoever arising out of, or in any

way connected with the assignment and transfer of the lessor's obligations under the Lease Agreement to GSA IV as herein provided from, and after, the date of this Easement, except for Claims arising out of Southroads' failure to perform and discharge any of the terms, covenants, conditions and agreements as the lessor under the Lease Agreement prior to the date hereof, or other acts or conduct prior to the date hereof for which the lessor or tenant is responsible under the terms of the Lease Agreement. Southroads agrees to defend, indemnify and hold harmless GSA IV from and against any and all Claims whatsoever arising out of, or in any way connected with, Southroads' performance or discharge, or failure of such performance or discharge, of any of the terms, covenants, conditions and agreements required to be performed by Southroads as the lessor under the Lease Agreement prior to the date hereof.

(b) Grantor and Southroads hereby agree that effective as of the date this Easement is fully executed by Grantor, GSA IV, and Southroads, the Prime Lease shall be deemed subject and subordinate to this Easement in all respects, notwithstanding that the Prime Lease was executed prior to this Easement and record notices thereof were recorded prior to the recordation of this Easement; provided, however, that the subjection and subordination of the Prime Lease to this Easement (i) shall apply only with respect to the Easement Area, and (ii) shall not disturb Southroads' option to purchase Grantor's Property, including the Easement Area, pursuant to the terms of the Prime Lease (the "Option"). In the event Southroads becomes the fee simple owner of the Easement Area, whether pursuant to the Option or otherwise, then Southroads' interest will be subject to all terms and conditions of this Easement, notwithstanding that the Option was granted

to Southroads under the Prime Lease prior to the execution of this Easement. Grantor, GSA IV, and Southroads agree that the Lease Agreement shall continue in full force and effect as a direct lease between GSA IV, as landlord, and STC Five, as tenant.


(c) Effective as of the date this Easement is fully executed by Grantor, GSA IV, and Southroads, Southroads hereby forever waives, releases, and relinquishes any and all tenancy and possessory rights under the Prime Lease with respect to the 2,500 square foot portion of the Easement Area over which GSA IV has been granted an exclusive easement by Grantor.

(d) By executing this Easement where indicated below, Southroads hereby acknowledges, agrees and consents to the terms and conditions of this Easement, including without limitation the terms of Section 31 of this Easement.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Grantor, GSA IV, and Southroads, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement and Assignment of Lease as of the day and year first written above.

GRANTOR:

  
STEVEN W. SELINE, AS CO-TRUSTEE OF  
THE BAER FAMILY IRREVOCABLE LIFE  
INSURANCE TRUST I DATED MAY 5, 1994

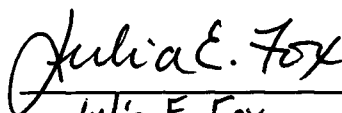
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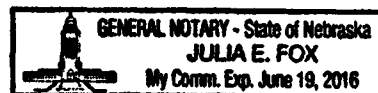
ACKNOWLEDGEMENT

STATE OF Nebraska )  
 ) SS  
COUNTY OF Douglas )

On this, the 11<sup>th</sup> day of October, 2014, before me Julia E. Fox, Notary Public, the undersigned officer, personally appeared Steven W. Seline, as Co-Trustee of the Baer Family Irrevocable Life Insurance Trust I dated May 5, 1994, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Grant of Easement and Assignment of Lease, and acknowledged that he executed the same for the purposes therein contained.

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

  
Julia E. Fox  
Notary Public, State of Nebraska, County of Douglas  
My Commission Expires: June 19, 2016



GRANTOR:

George H. Krauss  
GEORGE H. KRAUSS, AS CO-TRUSTEE OF  
THE BAER FAMILY IRREVOCABLE LIFE  
INSURANCE TRUST I DATED MAY 5, 1994

Date: \_\_\_\_\_

ACKNOWLEDGEMENT

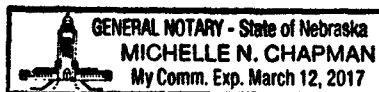
STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this, the 9TH day of OCTOBER, 2014, before me  
MICHELLE N. CHAPMAN Notary Public, the undersigned officer, personally appeared  
George H. Krauss, as Co-Trustee of the Baer Family Irrevocable Life Insurance Trust I dated  
May 5, 1994, known to me (or satisfactorily proven) to be the person whose name is subscribed  
to the within Grant of Easement and Assignment of Lease, and acknowledged that he executed  
the same for the purposes therein contained.

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

Michelle N. Chapman  
Michelle N. Chapman  
Notary Public, State of NEBRASKA, County of DOUGLAS

My Commission Expires: 3.12.17



GRANTOR:

Bradley A. Tribulato

**BRADLEY A. TRIBULATO, AS CO-TRUSTEE  
OF THE BAER FAMILY IRREVOCABLE  
LIFE INSURANCE TRUST I DATED MAY 5,  
1994**

Date: 10/9/2014

ACKNOWLEDGEMENT

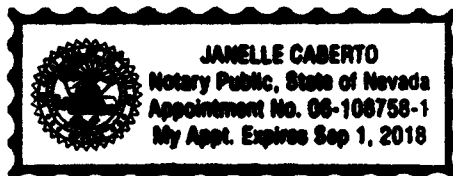
STATE OF NEVADA )  
 ) SS  
COUNTY OF CLARK )

On this, the 9<sup>TH</sup> day of OCTOBER, 2014, before me  
JANELLE L. CABERTO, Notary Public, the undersigned officer, personally appeared  
Bradley A. Tribulato, as Co-Trustee of the Baer Family Irrevocable Life Insurance Trust I dated  
May 5, 1994, known to me (or satisfactorily proven) to be the person whose name is subscribed  
to the within Grant of Easement and Assignment of Lease, and acknowledged that he executed  
the same for the purposes therein contained.

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

Janelle Caberto  
Notary Public, State of NEVADA, County of CLARK

My Commission Expires: SEPTEMBER 1, 2018



GRANTOR:

Joseph Mandolfo

JOSEPH MANDOLFO, AS CO-TRUSTEE OF  
THE BAER FAMILY IRREVOCABLE LIFE  
INSURANCE TRUST I DATED MAY 5, 1994

Date: 10-10-2014

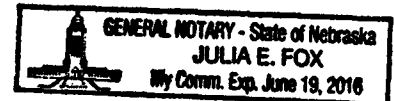
ACKNOWLEDGEMENT

STATE OF Nebraska )  
COUNTY OF Douglas ) SS

On this, the 10<sup>th</sup> day of October, 2014, before me  
Julia E. Fox, Notary Public, the undersigned officer, personally appeared  
Joseph Mandolfo, as Co-Trustee of the Baer Family Irrevocable Life Insurance Trust I dated  
May 5, 1994, known to me (or satisfactorily proven) to be the person whose name is subscribed  
to the within Grant of Easement and Assignment of Lease, and acknowledged that he executed  
the same for the purposes therein contained.

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

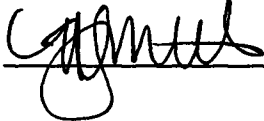
Julia E. Fox  
Julia E. Fox  
Notary Public, State of Nebraska, County of Douglas  
My Commission Expires: June 19, 2016



[GSA IV's signature appears on the following page]

**GSA IV:**

**GLOBAL SIGNAL ACQUISITIONS IV LLC,**  
a Delaware limited liability company

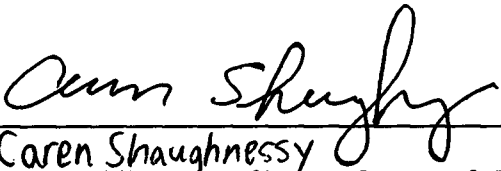
By:   
Name: Helen Smith  
Title: Real Estate Transaction Manager  
Date: 10/16/14

**ACKNOWLEDGEMENT**

STATE OF TEXAS                    )  
  ) SS  
COUNTY OF HARRIS            )

On this, the 16 day of October, 2014, before me  
Caren Shaughnessy, Notary Public, the undersigned officer, personally appeared  
Helen Smith, who acknowledged him/herself to be the  
PET Mgr. of Global Signal Acquisitions IV LLC, a Delaware  
limited liability company, and that he/she, being authorized to do so, executed the foregoing  
Grant of Easement and Assignment of Lease for the purposes therein contained.

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

  
Caren Shaughnessy  
Notary Public, State of Texas, County of Harris

My Commission Expires: 3-19-18





**SOUTHROADS:**

**SOUTHROADS SHOPPING CENTER  
LIMITED LIABILITY COMPANY,**  
a Delaware limited liability company

By: Steve Strack

Name: STEVE STRACK

Its: GENERAL MANAGER

Date: 10/9/14

**ACKNOWLEDGEMENT**

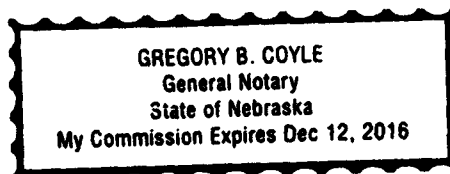
STATE OF NEBRASKA)  
COUNTY OF SARPY) SS

On this, the 9 day of October, 2014, before me  
Gregory B. Coyle, Notary Public, the undersigned officer, personally appeared  
Steve Strack, who acknowledged him/herself to be the  
General Manager of Southroads Shopping Center Limited Liability  
Company, a Delaware limited liability company, and that he/she, being authorized to do so,  
executed the foregoing Grant of Easement and Assignment of Lease for the purposes therein  
contained.

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

Gregory B. Coyle  
Notary Public, State of Nebraska, County of Sarpy

My Commission Expires: December 12, 2016



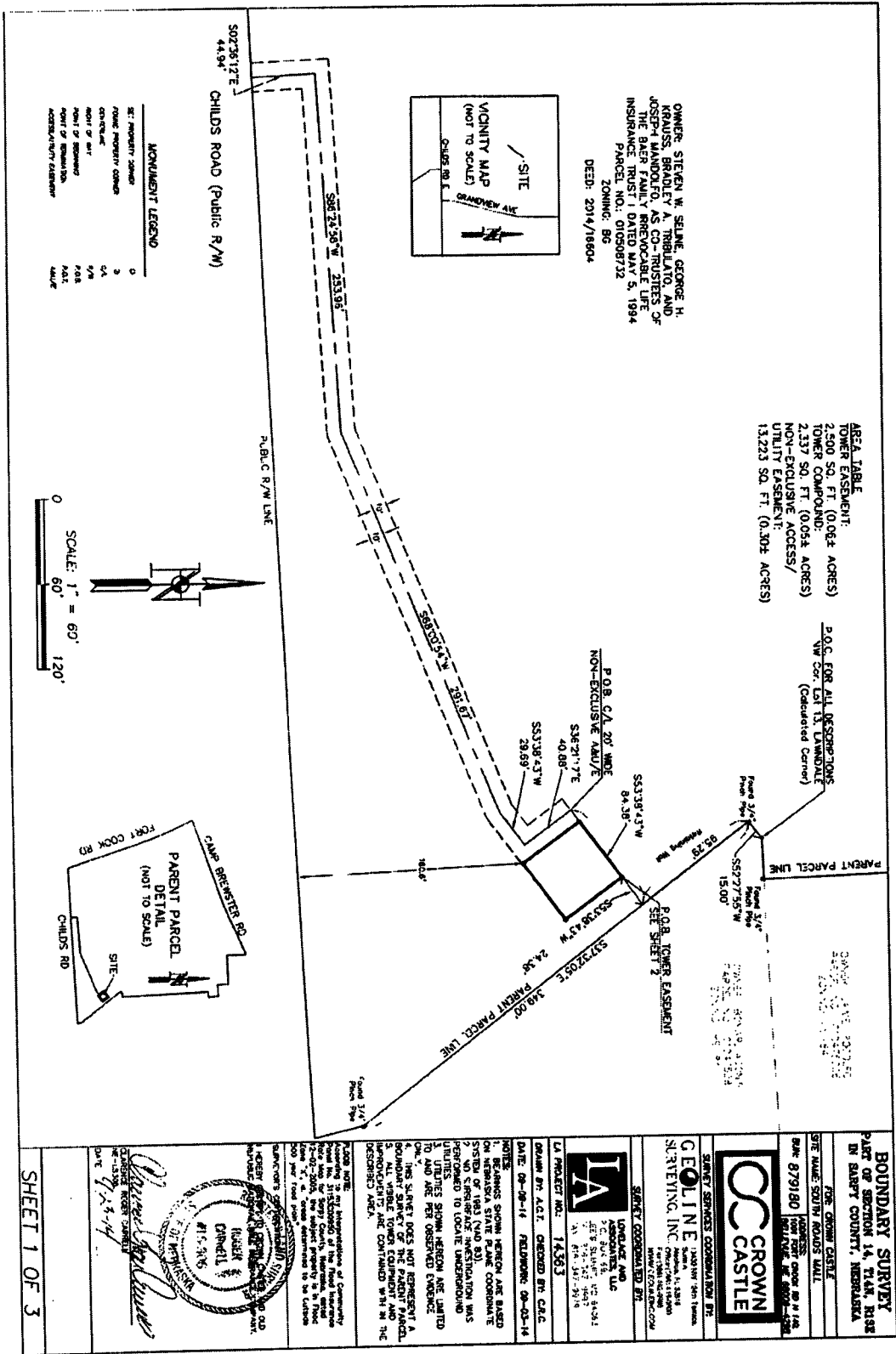
## EXHIBIT "A" – GRANTOR'S PROPERTY

A tract of land lying wholly within the Southwest Quarter (SW¼) of Section Fourteen (14), Township Fourteen (14) North, Range Thirteen (13) East of the 6th P.M., Sarpy County, Nebraska, containing the following parcels of land: All of Lots 2C1A, 2C1B, 2C2, 3, 4A2, 4A2B, 4C, 5A, 5A2, 5C, 6A1A1, 6A1A2, 6A1A3, 6B, 7A1, 7B, 8A, 8A1, 8A2, 8A3, 8C, and 8D, of Clinton's Subdivision in said Section Fourteen (14), all of tax lots F2B1B1, F2B1B2, and G4 in said Section Fourteen (14), all of Lots Seven (7) and Ten (10), part of Lots Eleven (11) and Twelve (12) of Lawndale Subdivision in said Section Fourteen (14), all of Lots One (1) and Two (2) and part of Lots Three (3), Six (6) and Seven (7) of Jull's Subdivision in said Section Fourteen (14), also portions of vacated Prairie Avenue. Said tract of land is more particularly described as follows:

Beginning at the point of intersection of the Northerly right of way line of Child's Road and the Southwesterly right of way line of Prairie Avenue; thence South 00 degrees 00 minutes 00 seconds West (Assumed) along the Northerly right of way line of Child's Road a distance of 1,099.18 feet to a point on the Easterly right of way line of State Highway No. 73 and 75; thence North 15 degrees 18 minutes 00 seconds West along the Easterly right of way of State Highway No. 73 and 75 a distance of 488.69 feet to a point; thence in a Northwesterly direction along the right of way line of State Highway Nos. 73 and 75 and said right of way line being on a curve to the left, and said curve having a radius of 2,914.9 feet, a distance of 462.92 feet to a point on the Southerly right of way line of Brewster Road; thence North 73 degrees 25 minutes 50 seconds East along the Southerly right of way line of Brewster Road a distance of 654.09 feet to a point; thence North 69 degrees 00 minutes 48 seconds East continuing along the Southerly right of way line of Brewster Road a distance of 354.84 feet to a point on the Westerly right of way line of vacated Prairie Avenue; thence North 76 degrees 10 minutes 04 seconds East a distance of 20.62 feet to a point on the centerline of vacated Prairie Avenue; thence South 00 degrees 15 minutes 54 seconds West along the centerline of vacated Prairie Avenue a distance of 134.97 feet to a point; thence South 89 degrees 44 minutes 06 seconds East a distance of 20.00 feet to a point on the Easterly right of way line of vacated Prairie Avenue; thence South 88 degrees 38 minutes 21 seconds East a distance of 185.13 feet to a point; thence South 00 degrees 15 minutes 39 seconds West a distance of 75.56 feet to a point; thence North 87 degrees 18 minutes 39 seconds East a distance of 82.60 feet to a point; thence South 00 degrees 15 minutes 39 seconds West a distance of 71.70 feet to a point; thence North 89 degrees 42 minutes 21 seconds West a distance of 37.66 feet to the Northeast corner of Lot 7 of Lawndale Subdivision; thence South 00 degrees 16 minutes 07 seconds West along the Easterly line of Lots 7 and 10 and the Easterly line of Lots 7 and 10 extended South a distance of 610.98 feet to a point on the Southerly line of Lot 12 of Lawndale Subdivision; thence North 89 degrees 45 minutes 09 seconds West a distance of 29.54 feet to the Southwest corner of Lot 12 of Lawndale Subdivision; thence South 55 degrees 04 minutes 07 seconds West a distance of 15.00 feet to a point on the centerline of vacated Prairie Avenue; thence South 34 degrees 55 minutes 53 seconds East along the centerline of vacated Prairie Avenue a distance of 349.00 feet to a point; thence South 10 degrees 19 minutes 33 seconds East a distance of 36.03 feet to the point of beginning.

Tax Parcel Identification Number: 010508732

Common Address: 1001 Fort Crook Road N., Bellevue, Nebraska 68005





**PROPERTY DESCRIPTION: TOWER EASEMENT (AS SURVEYED)**

A 50 foot by 50 foot Tower Easement, situated in part of Section 14, Township 14 North, Range 13 East, in Sarpy County, Nebraska, more particularly described as follows:

COMMENCING at the Northwest Corner Lot 13, LAWNDALE; thence South 52°27'55" West, a distance of 15.00 feet (Found 3/4" Pinch Pipe); thence South 37°32'05" East, a distance of 95.29 feet; thence South 53°38'43" West, a distance of 24.38 feet to the POINT OF BEGINNING; thence South 36°21'17" East, a distance of 50.00 feet; thence South 53°38'43" West, a distance of 50.00 feet; thence North 36°21'17" West, a distance of 50.00 feet; thence North 53°38'43" East, a distance of 50.00 feet to the POINT OF BEGINNING. Containing 2,500 square feet (0.05+ acres).

**PROPERTY DESCRIPTION: NON-EXCLUSIVE ACCESS/UTILITY EASEMENT (AS SURVEYED)**

A 20 foot wide Non-Exclusive Access/Utility Easement, situated in part of Section 14, Township 14 North, Range 13 East, in Sarpy County, Nebraska, lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Northwest Corner Lot 13, LAWNDALE; thence South 52°27'55" West, a distance of 15.00 feet (Found 3/4" Pinch Pipe); thence South 37°32'05" East, a distance of 95.29 feet; thence South 53°38'43" West, a distance of 84.38 feet to the POINT OF BEGINNING of said centerline; thence South 36°21'17" East, a distance of 40.88 feet; thence South 53°38'43" West, a distance of 29.69 feet; thence South 68°00'54" West, a distance of 231.57 feet; thence South 86°24'58" West, a distance of 253.96 feet; thence South 02°36'12" East, a distance of 44.94 feet to the North Right of Way line of CHILDS ROAD (Public Right of Way) as it currently exists and the POINT OF TERMINATION. Containing 13,223 square feet (0.30± acres).

<b>BOUNDARY SURVEY</b> PART OF SECTION 14, T14N, R13E IN SARPY COUNTY, NEBRASKA	
FOR: GORDON CASTLE SITE NAME: SOUTH ROADS MALL DATE: 8/29/18 PROJECT NO: 18-001-001	
<b>IC CROWN CASTLE</b> SURVEY SERVICES CORPORATION, INC. 1000 West 10th Street, Suite 100 Lincoln, NE 68502 TEL: 402-441-1111 FAX: 402-441-1112 WWW.ICCROWNCASTLE.COM	
<b>LA PROJECT NO: 18-001-001</b> DRAWN BY: A.C.T. CHECKED BY: C.R.C. DATE: 08-08-18 FIELDWORK: 08-03-18	
<b>NOTES:</b> 1. ALL DIMENSIONS SHOWN HEREON ARE BASED ON THE 2011 NEBRASKA STATE PLANE COORDINATE SYSTEM (NAD 83). 2. NO SURETY IS REQUIRED FOR THIS SURVEY. 3. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE FOR OBSERVED PURPOSES ONLY. 4. THIS SURVEY DOES NOT REPRESENT A GUARANTEE OF ACCURACY OR COMPLETENESS. 5. ENCLOSURES ARE CONTAINED WITHIN THE DESCRIBED AREA.	
I, <b>Robert C. Crowell</b> , Surveyor, do hereby certify that I am a duly Licensed Professional Surveyor in the State of Nebraska, and that I am the duly authorized representative of the Surveying Firm of <b>IC Crown Castle</b> , and that the foregoing is a true and correct copy of the original survey.	
DATE: 8/29/18	

## **EXHIBIT "C" – EASEMENT AREA AND ACCESS EASEMENT**

### **Easement Area:**

A 50 foot by 50 foot Tower Easement, situated in part of Section 14, Township 14 North, Range 13 East, in Sarpy County, Nebraska, more particularly described as follows:

COMMENCING at the Northwest Corner Lot 13, LAWNDAL; then South 52°27'55" West, a distance of 15.00 feet (Found 3/4" Pinch Pipe); then South 37°32'05" East, a distance of 95.29 feet; then South 53°38'43" West, a distance of 24.38 feet to the POINT OF BEGINNING; then South 36°21'17" East, a distance of 50.00 feet; then South 53°38'43" West, a distance of 50.00 feet; then North 36°21'17" West, a distance of 50.00 feet; then North 53°38'43" East, a distance of 50.00 feet to the POINT OF BEGINNING. Containing 2,500 square feet (0.05± acres).

### **Access Easement:**

A 20 foot wide Non-Exclusive Access/Utility Easement, situated in part of Section 14, Township 14 North, Range 13 East, in Sarpy County, Nebraska, lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Northwest Corner Lot 13, LAWNDAL; then South 52°27'55" West, a distance of 15.00 feet (Found 3/4" Pinch Pipe); then South 37°32'05" East, a distance of 95.29 feet; then South 53°38'43" West, a distance of 84.38 feet to the POINT OF BEGINNING of said centerline; then South 36°21'17" East, a distance of 40.88 feet; then South 53°38'43" West, a distance of 29.69 feet; then South 68°00'54" West, a distance of 291.67 feet; then South 86°24'58" West, a distance of 253.96 feet; then South 02°36'12" East, a distance of 44.94 feet to the North Right of Way line of CHILDS ROAD (Public Right of Way) as it currently exists and the POINT OF TERMINATION. Containing 13,223 square feet (0.30± acres).

Part of Tax Parcel Identification Number: 010508732

Common Address: 1001 Fort Crook Road N., Bellevue, Nebraska 68005