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REGISTER OF DEEDS, CASS CO., NE David John  
#243 \$70.50

COMPARED

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

Facilities: 879155  
Street Address: 13608 238<sup>th</sup> Street  
Village: Greenwood  
County: Cass  
State: Nebraska

between

Global Signal Acquisitions IV LLC,  
a Delaware limited liability company ("GSA IV")

and

Pink Investments 7, LLC,  
a Nebraska limited liability company ("Grantor")

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GRANT OF EASEMENT AND  
ASSIGNMENT OF LEASE

THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (the "Easement") is made this 30<sup>th</sup> day of August, 2010, by and between Pink Investments 7, LLC, a Nebraska limited liability company, whose address is 4920 South 66<sup>th</sup> Plaza, Omaha, Nebraska 68117 ("Grantor") and Global Signal Acquisitions IV LLC, a Delaware limited liability company, with its national headquarters located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("GSA IV").

1. Description of Grantor's Property. Grantor is the owner of that certain land and premises in the Village of Greenwood, County of Cass, State of Nebraska, by grant or conveyance described in the Register of Deeds of Cass County, Nebraska at Book 192 of Deeds, Page 43, 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 One Hundred Fifty Thousand Dollars (\$150,000.00), the receipt and sufficiency of which the parties hereby acknowledge, 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 10,000 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. The 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 days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a thirty foot wide 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 to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to Grantor and 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, Grantor and the utility provider (the "Additional Access Easement"). For any such Additional Access Easement to be effective, such easement shall be recorded among the Public Records of Cass County, State of Nebraska. Also, Grantor hereby grants to GSA IV, its successors and assigns, a non-exclusive construction and maintenance easement over Grantor's Property in a location not to exceed thirty feet (30') beyond the perimeter of the Easement Area that is reasonably necessary for GSA IV to conduct, at its sole cost and expense, any construction, repair, maintenance, replacement, demolition and removal work related to the Permitted Use (defined below). GSA IV agrees not to unreasonably interfere with the access to Grantor's Property by any users of Grantor's Property during the period of GSA IV's construction, maintenance or repair work on the Easement Area. GSA IV shall restore such portion of

Grantor's Property to its original condition after its use of the construction and maintenance easement. Grantor shall have the right to relocate the Access Easement if Grantor determines, in its commercially reasonable discretion, that it becomes necessary for Grantor's use of Grantor's Property provided, however, (i) the relocated access easement provides GSA IV with substantially similar access as the current Access Easement, (ii) Grantor shall bear all costs associated with the relocated access easement including, but not limited to, the costs to construct the new access road in substantially the same condition as the access road located within the current Access Easement, and (iii) GSA IV shall have continued access to the Easement Area during the relocation process. GSA IV and Grantor agree to execute an amendment to this Easement to provide for the relocated access easement in a form mutually acceptable to Grantor and GSA IV, which amendment shall not be effective until it is recorded in the Public Records of Cass County, Nebraska.

**3. Easement Area.** The Easement Area shall be used for constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto for GSA IV's use and the use of its lessees, licensees, 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 approve any improvements to be constructed by GSA IV on the Easement Area provided that any such improvements shall be used by GSA IV for the Permitted Use. If requested by GSA IV, Grantor will reasonably cooperate

with GSA IV to execute, at GSA IV's sole cost and expense, all commercially reasonable documents which are consistent with this Easement and 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. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action within the Easement Area 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. Upon termination of this Easement, GSA IV shall, within a reasonable time, 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. Grantor shall have the right to terminate this Easement upon sixty (60) day written notice, subject to the notice and cure provision set forth below, if GSA IV abandons the

Easement Area. The Easement Area shall be deemed abandoned by GSA IV (i) upon its non use of the Easement Area or failure to maintain the Easement Area for a consecutive period of three (3) years, (ii) if GSA IV fails to pay the real estate taxes on the Easement Area as provided herein for a consecutive period of three (3) years, or (iii) GSA IV fails to maintain the insurance required hereunder, and such failure continues for a consecutive period of one hundred twenty (120) days following written notice from Grantor Grantor's right to terminate this Easement shall be void and of no effect if GSA IV commences use of the Easement Area, pays the taxes, or maintains the insurance during the sixty (60) day notice period. Upon Grantor's termination of this Easement on the terms and conditions of this Section 5, the Easement shall revert to the Grantor.

#### 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) Except for the existing Hazardous Materials located on Grantor's Property or the Easement Area arising from the release of petroleum products that affected the underlying groundwater as reported to the Nebraska Department of Environmental Quality as File No. 090794-GW-0950 (the "Existing Hazardous Materials"), 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, and except for the Existing Hazardous Materials unless exacerbated by Grantor. 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.** At all times, GSA IV, at its sole expense, shall obtain and keep in force insurance naming Grantor as an additional insured and in amounts not less than \$2,000,000 for personal injury and \$2,000,000 for property damage (to be adjusted from time to time by inflation) provided however that in no case shall the amount of insurance be less than the amount 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. Each policy of insurance shall provide that cancellation or material modification will not occur without at least 30 days prior written notice to 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 on the Easement Area, 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 at its sole cost and expense for removing and disposing of any materials related to the removal of obstructions, unless placed there by or through Grantor.

**10. Assignment of Lease Agreement.** The parties hereby acknowledge that certain PCS Site Agreement dated December 2, 1996, as amended by that certain Amendment to PCS Site Agreement dated October 7, 2003, currently by and between STC Five LLC, a Delaware limited liability company, as lessee, and Grantor, as lessor ("Lease Agreement"). The Lease Agreement is evidenced by that certain Memorandum of PCS Site Agreement dated December 2, 1996 and recorded in Book 49 Misc., Page 444 of the Public Records of Cass County, Nebraska. Grantor hereby assigns to GSA IV all of Grantor's right, title and interest in the Lease Agreement, including but not limited to, the right to amend the Lease Agreement: (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area; and/or (iii) in any other manner deemed necessary by GSA IV. Grantor shall have no further responsibilities under the Lease Agreement; or liability to GSA IV for any claims arising from the landlord's breach of the Lease Agreement following the assignment of the Lease Agreement to GSA IV.

**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 fifteen (15) 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 be of no further force and effect.

**12. Real Estate Taxes.** Grantor shall use commercially reasonable efforts to separate out the taxation of the Easement Area from the remaining portion of Grantor's Property to cause the Easement Area to be a separately assessed tax parcel in the name of GSA IV, in which event GSA IV shall pay all real estate taxes on the Easement Area prior to the date such taxes become delinquent. GSA IV will reasonably cooperate with Grantor to give effect to the foregoing sentence. In the event Grantor is not successful in obtaining separate taxation for the Easement area, GSA IV agrees to reimburse Grantor for any real estate taxes levied against Grantor's Property that are directly attributable to the presence of communications facilities within the Easement Area, plus the proportionate value of the land within the Easement Area. Grantor agrees to provide GSA IV any documentation evidencing the tax calculation. GSA IV reserves the right to challenge 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. In the event that GSA IV fails to pay all Delinquent Taxes on the Easement Area, Grantor may, at its option, pay such Delinquent Taxes and Grantor shall have the right to collect the Delinquent Taxes from GSA IV.

**13. Waiver of Subrogation.**  
Intentionally deleted.

**14. Enforcement.** 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.

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, to collect damages from GSA IV, and to take such actions as may be necessary in Grantor's discretion to cure such violation and charge GSA IV with all reasonable costs and expenses incurred by Grantor as a result of such violation (including, without limitation,

Grantor'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.

**15. Limitation on Damages.** In no event shall GSA IV or Grantor be liable to the other 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 the 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 free and clear of all liens, claims, encumbrances and rights of third parties claiming through Grantor, except those shown 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;

**19. Non-Interference.** From and after the date hereof and continuing until this Easement is terminated or abandoned (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 and other than communication facilities for the use of an owner/occupier of a premises on Grantor's Property, provided that any such communication facility operated by a owner/occupier on the remaining portion of Grantor's Property shall not interfere with GSA IV's or its lessees operation of the communications facility located on the Easement Area and such owner/occupier is not in the business which competes with GSA IV's exclusive operation of its communication facility on Grantor's Property, 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 of GSA IV so taken shall belong to the GSA IV.

**21. Grantor's Property.** Grantor shall not do or permit anything to be done on Grantor's Property that will materially 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 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 Cass 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:

Pink Investments 7, LLC  
4920 South 66<sup>th</sup> Plaza  
Omaha, Nebraska 68117

Global Signal Acquisitions IV LLC  
c/o Crown Castle USA Inc.



E. Blake Hawk, General Counsel  
Attn: Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 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, 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 provided any such assignee assumes all the obligations of GSA IV under this Easement and such assignee has a net worth of at least \$2,000,000. Any transfer by Grantor of Grantor's Property shall release Grantor of any further liability under this Easement for any claims arising under this Easement following such transfer.

**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 given by Grantor which currently or in the future

encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and GSA IV's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to GSA IV, provided GSA IV is not then in default of this Easement, a non-disturbance agreement for each such mortgage, in recordable form. GSA IV agrees to attorn to any mortgagee who recognizes GSA IV's rights in the event of foreclosure.

**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.

[Remainder of Page Intentionally Blank]



**GSA IV:**  
Global Signal Acquisitions IV LLC,  
a Delaware limited liability company

By: Tracy Van Swol

Name: Tracy Van Swol

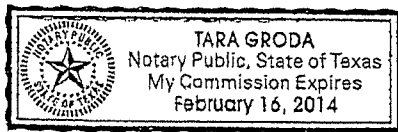
Title: Real Estate Transaction Manager

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

STATE OF TEXAS            )  
  ) SS.  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on AUGUST 30, 2010 by TRACY VANSWOL the RET MANAGER of Global Signal Acquisitions IV LLC, a Delaware limited liability company, on behalf of said company.

Tara Groda  
\_\_\_\_\_  
Notary Public, State of Texas, County of Harris  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

**GRANTOR'S PROPERTY**

The land referred to is located in the State of Nebraska, County of Cass and described as follows:

Lot 2 as replatted located in the Northwest 1/4 of the Southwest 1/4 of Section 26, T12N, R9 East of the 6<sup>th</sup> P.M., Cass County, Nebraska.

Tax Key No. 130103071

Commonly known as 13608 238<sup>th</sup> Street, Greenwood, Nebraska



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

A 143 foot by 70 foot parcel, situated in a tract of land owned by Pink Investments 7, LLC, described in Book 192 of Deeds, Page 43, in Cass County, Nebraska, more particularly described as follows:

COMMENCING at the Northeast Corner of a tract of land described in Book 192 of Deeds, Page 43, also known as Lot 2, REPLAT OF LOTS 1 AND 2, an ADMINISTRATIVE SUBDIVISION (Fnd. 1¼" Iron Bar); thence South 01°54'11" East, a distance of 329.56 feet (Measured) 330.17 feet (Platted) to the Southeast Corner of said Lot 2 (Fnd. 5/8" Iron Bar), said point being the POINT OF BEGINNING of said Tower Area; thence South 88°05'49" West, a distance of 143.00 feet; thence North 01°54'11" West, a distance of 70.00 feet; thence North 88°05'49" East, a distance of 143.00 feet; thence South 01°54'11" East, a distance of 70.00 feet to the POINT OF BEGINNING. Containing 10,010 square feet.

Together with a 20 foot wide Access/Utility Easement, situated in a tract of land owned by Pink Investments 7, LLC, described in Book 192 of Deeds, Page 43, in Cass County, Nebraska, lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Northeast Corner of a tract of land described in Book 192 of Deeds, Page 43, also known as Lot 2, REPLAT OF LOTS 1 AND 2, an ADMINISTRATIVE SUBDIVISION (Fnd. 1¼" Iron Bar); thence South 01°54'11" East, a distance of 329.56 feet (Measured) 330.17 feet (Platted) to the Southeast corner of said Lot 2 (Fnd. 5/8" Iron Bar), thence South 88°05'49" West, a distance of 143.00 feet; thence North 01°54'11" West, a distance of 24.99 feet to the POINT OF BEGINNING of said centerline; thence South 83°40'01" West, a distance of 94.03 feet; thence North 70°20'32" West, a distance of 100.48 feet to the Easterly Right of Way line of Highway 63 and the POINT OF TERMINATION.

A portion of Tax Key No. 130103071