Prepared by and Return to: SBA Network Services, LLC Attn: Ashley Hart 5900 Broken Sound Parkway, NW Boca Raton, FL 33487 561.226-9541

[Recorder's Use Above This Line]

STATE OF OHIO

COUNTY OF HIGHLAND

Tax ID Number:

EASEMENT AGREEMENT

By and between Lowell D. Tener, a married man, as his sole and separate property, ("Grantor") with an address of 12232 North Tower Drive, Fountain Hill, AZ 85268

and

SBA 2012 TC Assets, LLC, a Delaware limited liability company ("Grantee") with an address of 5900 Broken Sound Parkway NW, Boca Raton, FL 33487

By initialing below, the Grantor does hereby acknowledge that the Grantor has received, reviewed and approved this Easement Agreement in which the Easement described herein is granted from Grantor to Grantee.

Grantor initial(s) here:

EASEMENT AGREEMENT

BACKGROUND

Grantor is the owner of the real property described on **Exhibit 'A'** attached hereto (the "Premises"). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

AGREEMENTS

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Grant of Easements.</u> Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns: (i) a perpetual, exclusive easement (the "Exclusive Easement") in and to that portion of the Premises more particularly described on <u>Exhibit 'B'</u> hereto; and (ii) a perpetual, non-exclusive easement in and to that portion of the Premises more particularly described on <u>Exhibit 'C'</u> hereto (the "Access and Utility Easement") (the Exclusive Easement and the Access and Utility Easement being collectively referred to herein as the "Easements"). The Easements shall be used for the purposes set forth in Section 6 hereof. The Premises and Easements being more particularly described within the survey attached as <u>Exhibit</u> 'D'.
- 2. <u>Private Easement</u>. Nothing in this Agreement shall be deemed to be a dedication of any area for public use. All rights, easements, and interests herein created are private and do not constitute a grant for public use or benefit.
- 3. <u>Successors Bound</u>. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions, and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them.
- 4. <u>Duration</u>. The duration of the Easements granted herein (the "Term") shall be perpetual, unless Grantee provides written, recordable notice of its intent to terminate this

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Agreement, in which event this Agreement and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. Grantor may not terminate this Agreement.

5. <u>Easement Consideration</u>. Grantor hereby acknowledges the receipt, contemporaneous with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term of this Agreement.

6. Use of Easement Areas.

- Exclusive Easement. Grantee and its designated customers, lessees, (a) sublessees, licensees, agents, successors and assigns shall have the unrestricted right to use the Exclusive Easement for installing, constructing, maintaining, operating, modifying, repairing and replacing improvements and equipment, which may be located on the Exclusive Easement from time to time, for the facilitation of communications related uses in connection therewith and other uses as deemed appropriate by Grantee, in its sole discretion. Grantee may make any improvements, alterations or modifications on or to the Easements as are deemed appropriate by Grantee, in its sole discretion. At all times during the term of this Agreement, Grantee shall have the exclusive right to use, and shall have free access to, the Easements seven (7) days a week, twenty-four (24) hours a day. Grantee shall have the unrestricted and exclusive right to lease, sublease, license, or sublicense any structure or equipment on the Exclusive Easement and shall also have the right to license, lease or sublease to third parties any portion of the Exclusive Easement, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement for any reason and shall not disturb Grantee's right to use the Exclusive Easement in any manner. Grantor and Grantee acknowledge that Grantee shall have the right to construct a fence around all or part of the Exclusive Easement, and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement.
- (b) Access and Utility Easement. The Access and Utility Easement shall be used by Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns for ingress and egress from and to the Exclusive Easement, as well as the construction, installation, operation and maintenance of overhead and underground electric, water, gas, sewer, telephone, data transmission and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) with the right to construct, reconstruct, improve, add to, enlarge, change and remove such facilities, and to connect the same to utility lines located in a publicly dedicated right of way. Grantor shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantee or its tenants, lessees, sublessees, licensees, agents, successors and assigns and Grantor shall not utilize the Access and Utility Easement in any manner that interferes with Grantee's or its tenants', lessees', sublessees', licensees', agents', successors' and assigns' use of such area. If the Access and Utility Easement is currently used by Grantor or its tenants, then Grantee shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantor or its tenants.
- 7. <u>Equipment and Fixtures</u>. Grantee's equipment, structures, fixtures and other personal property now or in the future on the Easements shall not be deemed to be part of the

Premises, but shall remain the property of Grantee or its licensees and customers. At any time during the Term and within 180 days after termination hereof, Grantee or its customers shall have the right to remove their equipment, structures, fixtures and other personal property from the Easements.

8. <u>Assignment</u>. Grantee may freely assign this Agreement, including the Exclusive Easement and the Access and Utility Easement and the rights granted herein, in whole or in part, to any person or entity (including but not limited to an affiliate of Grantee) at any time without the prior written consent of Grantor. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all responsibility hereunder.

Covenants and Agreements.

- (a) Grantor represents and warrants that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances and that it alone has full right to grant the Easements and assign the Lease (as such term is defined in Section 25 hereof). Grantor further represents and warrants that Grantee shall peaceably and quietly hold and enjoy the Easements for the Term.
- (b) During the Term, Grantor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. If Grantor fails to pay when due any taxes affecting the Premises, Grantee shall have the right but not the obligation to pay such taxes and demand payment therefore from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.
- (c) Grantor shall not cause the area comprising the Easements to be legally or otherwise subdivided from any master tract of which it is a part in such a way that the remaining tract containing the Easements is substantially the only use of the tract, nor shall Grantor cause the area comprising the Easements to be separately assessed for tax purposes. If it is determined by Grantee that the transfer of the Easements set forth herein requires or shall require the subdivision of the Premises, and if Grantee, in its sole judgment, determines that it desires to seek subdivision approval, then Grantor agrees to cooperate with Grantee, at Grantee's expense, in obtaining all necessary approvals for such subdivision.
- (d) Grantor shall not grant, create, or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Premises that would adversely affect Grantee's use of the Easements. Grantor has granted no outstanding options to purchase or rights of first refusal with respect to all or any part of the Premises and has entered into no outstanding contracts with others for the sale, mortgage, pledge, hypothecation, assignment, lease or other transfer of all or any part of the Premises and there are no leases, written or oral, affecting the lands underlying the Easements except for the Lease.
- (e) Grantor has and will comply with all environmental, health and safety laws with respect to the Premises.

- (f) Grantor has not received notice of condemnation of all or any part of the Premises, notice of any assessment for public improvements, or notices with respect to any zoning ordinance or other law, order, regulation or requirement relating to the use or ownership of such lands and there exists no violation of any such governmental law, order, regulation or requirement and there is no litigation pending or threatened, which in any manner affects the Easements.
- (g) Grantor reaffirms and restates the representations contained in the Lease (as defined in Section 25) as though they were set forth in this Agreement. The representations and warranties made hereunder shall survive the Closing. Grantor agrees to indemnify, defend and hold harmless Grantee and its officers, directors, shareholders, agents and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein, in the Lease, or in any agreement executed in connection herewith.
- Non-Disturbance. During the Term, Grantor will not improve or grant any other easement, ground lease, lease, license, sale or other similar interest of or upon the Premises if such improvement or interest would interfere with Grantee's use of the Easements nor shall Grantor during the Term enter into any other lease, license or other agreement for a similar purpose as set forth herein, on or adjacent to the Premises. Grantee and its tenants, lessees, sublessees, licensees, agents, successors, and assigns are currently utilizing the Exclusive Easement for the non-exclusive purpose of transmitting and receiving telecommunication signals. Grantor and Grantee recognize the Grantee's use of the easement rights set forth in this Agreement would be frustrated if the telecommunications signals were blocked, if an obstruction were built that would cause interference with such transmission, if access and/or utilities to and from the Exclusive Easement were partially and/or completely inhibited, or if Grantee's use was otherwise materially interfered with or prevented. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing, and shall promptly undertake any remedial action necessary to do so. Grantee shall have the express right to seek an injunction to prevent any of the activity prohibited by this Section 10.
- 11. Access and Utilities. To the extent not otherwise addressed herein, (or to the extent any access and utility easement specifically referenced herein, including but not limited to the Access and Utility Easement or the Exclusive Easement, if applicable, cannot, does not, or will not fully accommodate the access and utility needs of the Exclusive Easement at any time), Grantor hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns, full, complete, uninterrupted and unconditional access to and from the Exclusive Easement, seven days a week, 24 hours a day, over and across any adjacent property now or hereafter owned by Grantor, for, without limitation, ingress and egress to and from the Exclusive Easement, as well as the construction, installation, location, maintenance, relocation and repair of overhead and/or underground utility connections, including electric, telephone, gas, water, sewer, and any other utility connection, provided that Grantee shall repair any damages to the Premises caused by such access. This easement, and the rights granted herein, shall be assignable by Grantee to any public or private utility company to further effect this provision. Grantor agrees to maintain all access roadways from the nearest public right of way to the Exclusive Easement in a manner sufficient to allow for pedestrian and vehicular

access to the Exclusive Easement at all times. If it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement are not encompassed within the description of the Access and Utility Easement set forth herein, then Grantor and Grantee agree to amend the description of the Access and Utility Easement set forth herein to include the description of such areas. If it becomes necessary to relocate any of the utility lines that serve the Exclusive Easement, Grantor hereby consents to the reasonable relocation for such utility lines upon the premises for no additional consideration, and hereby agrees to reasonably cooperate with Grantee to create a revised legal description for Access and Utility Easement that will reflect such relocation.

- Mortgagees' Continuation Rights and Notice and Cure. Grantee may from time to time grant to certain lenders selected by Grantee and its affiliates (the "Lender") a lien on and security interest in Grantee's interest in this Agreement and all assets and personal property of Grantee located on the Easements, including, but not limited to, all accounts receivable, inventory, goods, machinery and equipment owned by Grantee ("Personal Property") as collateral security for the repayment of any indebtedness to the Lender. Should Lender exercise any rights of Grantee under this Agreement, Grantor agrees to accept such exercise of rights by Lender as if same had been exercised by Grantee. If there shall be a monetary default by Grantee under the Agreement, Grantor shall accept the cure thereof by Lender within fifteen (15) days after the expiration of any grace period provided to Grantee under this Agreement to cure such default, prior to terminating this Agreement (if permitted by the terms hereof). If there shall be a non-monetary default by Grantee under this Agreement, Grantor shall accept the cure thereof by Lender within thirty (30) days after the expiration of any grace period provided to Grantee under this Agreement to cure such default, prior to terminating this Agreement (if permitted by the terms hereof). Hereafter, this Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lender's interest therein or surrendered. terminated or cancelled, without the prior written consent of Lender. If the Agreement is terminated or is rejected in any bankruptcy proceeding, Grantor will enter into a new easement agreement with Lender or its designee on the same terms as this Agreement within 15 days of Lender's request made within 30 days of notice of such termination or rejection, provided Lender pays all past due amounts under the Agreement, if any. The foregoing is not applicable to normal expirations of this Agreement. Grantor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Grantor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lender, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Grantor's assets. Simultaneous with any notice of default given to Grantee under the terms of this Agreement, Grantor shall deliver of copy of such notice to Lender at an address to be provided by Grantee.
- 13. <u>Notices</u>. All notices required to be given by any of the provisions of this Agreement, unless otherwise stated, shall be in writing and delivered in person or by a national overnight delivery service (and shall be effective when received, when refused or when the same cannot be delivered) to the appropriate party at the address set forth below (or at such other address designated in writing pursuant to the terms hereof):

To Grantor: Lowell D. Tener

12232 North Tower Drive Fountain Hill, AZ 85268

To Grantee:

SBA 2012 TC Assets, LLC

5900 Broken Sound Parkway NW

Boca Raton, FL 33487 Attn: Legal Dept.

- 14. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.
- Recording. This Agreement shall be recorded at either Grantor's or Grantee's option.
- Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth where the Premises are located.
- Captions and Headings. The captions and headings in this Agreement are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Agreement.
- 18. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee by this Agreement, or by any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantee.
- Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
- Severability. If any provision of this Agreement is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the

Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the grant of the Easements shall convert to a ground lease between Grantor, as lessor, and Grantee, as lessee, (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth in Section 6 hereof, and containing other terms and conditions acceptable to both parties; provided that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the Exclusive Easement or to permit sublessees or licensees to utilize the Access and Utility Easement; nor shall Grantor be entitled to any additional consideration in connection with such subleases and licenses; and provided that the delivery of the consideration paid by Grantee to Grantor for the Easements at the execution of this Agreement shall constitute the prepayment of rent under such ground lease for an extended term of 99 years, or as long as permitted by applicable law.

- 21. Attorney's Fees. If there is any legal action or proceeding between Grantor or Grantee arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.
- 22. <u>Entire Understanding and Amendment</u>. This Agreement and the closing documents executed in connection therewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressed herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement and signed by each of the parties hereto.
- 23. Zoning. To the extent any improvements, whether now or in the future existing, upon the Exclusive Easement do not meet zoning or other land-use requirements, or to the extent such improvements may otherwise have to be constructed and/or relocated, Grantor hereby consents to the reasonable construction and/or relocation of such improvements to accommodate such requirements and agrees to reasonably cooperate with Grantee to create a revised legal description for the Exclusive Easement and the Access and Utility Easement. Grantor hereby covenants and agrees that neither Grantor nor an affiliate of Grantor shall at anytime file an opposition to a zoning or land use application of Grantee or in any way publicly oppose Grantee at a zoning hearing or other land use proceedings in connection with the Premises and the Easements; and that Grantor shall promptly cooperate with Grantee in making application for obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easements.
- 24. <u>Rule Against Perpetuities</u>. If the rule against perpetuities or any other rule of law would invalidate the Easements or any portion or provision hereof or would limit the time during which the Easements or any portion or provision hereof shall be effective due to the potential failure of an interest in property created herein to vest within a particular time, then each such interest in property shall be effective only from the date hereof until the passing of twenty (20)

years after the death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the state in which the Premises is located who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.

- Assignment of Ground Lease. The parties hereby recognize and agree that the 25. Premises is currently subject to that certain Communication Site Lease Agreement (Ground), dated August 26, 2004, originally by and between Grantor and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as evidenced by that certain Memorandum of Agreement dated August 26, 2004 and recorded March 21, 2006 in Deed Book 623, page 482, and ultimately assigned to TowerCo Assets LLC, a Delaware limited liability company, n/k/a Grantee, as evidenced by that certain Assignment and Assumption of Ground Lease recorded on October 7, 2008 in Deed Book 716, page 421, all of the of Public Records of Highland County, Ohio, as amended and assigned from time to time (collectively, the "Lease"). It is the intention of the parties that the interest created by this Agreement, including the Lease, shall not merge into any other interest now or hereafter held by Grantee and such interests shall remain a separate and distinct interest in the underlying real property. Grantor hereby acknowledges that there currently exists no default under the Lease and no conditions that, with the passage of time, would constitute defaults under the Lease. Grantor hereby assigns, transfers, sets over and delivers to Grantee, all of its rights, title and interests under the Lease arising or accruing on or after the date of this Agreement and Grantee hereby accepts, assumes and agrees to be bound by all the terms and conditions which are the responsibility of the landlord under the Lease. Grantor hereby releases and forever discharges Grantee from all claims arising under the Lease. Grantor hereby agrees to indemnify and agrees to hold Grantee harmless with respect to any demands. claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising on or before the date of this Agreement. Grantee hereby agrees to indemnify and agrees to hold Grantor harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising after the date of this Agreement.
- 26. <u>Cure Period; Default</u>. No party to this Agreement shall be in default of the terms thereof until thirty (30) days following the date of the defaulting party's receipt of notice of default from the non-defaulting party. In the event such default is not reasonably capable of cure within such thirty (30) day period and such defaulting party promptly and diligently pursues the cure of such default during such cure period, such cure period shall be extended for so long as the defaulting party diligently pursues such cure for a maximum of ninety (90) additional days. In no event shall Grantor be entitled to terminate this Agreement as a result of or remedy for any breach or default thereunder by Grantee. In the event Grantor fails to comply with the terms of this Agreement, Grantee may, in its sole and absolute discretion, cure any such default, and to the extent Grantee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Grantee pays on behalf of Grantor), Grantor agrees to promptly reimburse Grantee for such expenses incured and hereby grants Grantee a security

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interest and lien in the Premises and the parent parcel in which it is located, if any, to secure Grantor's obligation to repay such amounts to Grantee.

Right of First Refusal/Exclusivity. If at any time during term of this Agreement, Grantor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the Easements and/or Premises, or any portion thereof, which Grantor desires to accept, Grantor shall first give Grantee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Grantee the right to purchase the Easements for a prorata price based on the size that the Easements are to the portion of the Premises described in the Offer. Grantee shall have a period of thirty (30) days after receipt of Grantor's notice and terms to accept the Offer or exercise Grantee's right to purchase the Easements and exercise this right of first refusal by notifying Grantor in writing. If Grantee has not accepted the Offer or exercised its right to purchase the Easements in writing to Grantor within such thirty (30) day period, the Offer will be deemed rejected. In addition to the above, Grantor shall not, at any time during the term of this Agreement, grant any interest in any portion of the Premises (other than the conveyance of fee simple title to the entire Premises) to any third party without the prior written consent of Grantee, in Grantee's sole and absolute discretion.

As part of Grantee's right to the undisturbed use and enjoyment of the Easements, Grantor shall not, at any time during the term of this Agreement (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Grantor for the uses permitted herein or other uses similar thereto, or (ii) grant any interest or an option to acquire any interest in any portion of the Premises that permits (either during the term of this Agreement and/or after the term hereof) any of the uses permitted under this Agreement without the prior written consent of Grantee, in Grantee's sole discretion. Grantor may not assign any Easement Payment or this Agreement or any rights hereunder, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Grantee, in Grantee's sole and absolute discretion.

28. Further Acts: Attorney-In-Fact. Grantor shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may reasonably require to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor's attorney-in-fact coupled with an interest to prepare, execute and deliver land-use and zoning applications that concern the tower or the tower facilities, on behalf of Grantor with federal, state and local governmental authorities.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written below.

WITNESSES:	GRANTOR:
Barbare A. Jener Print Name: BARBARA ATEXER	Lowell D. Tener
Print Name:	
State of Accepa County of Maccepa The foregoing instrument was acknowledged before 20 by Lowell D. Tener, who is personally known as identification.	fore me this 18 day of February, nown to me or has produced Drivers License
	Notary Public Print Name: Nancy T. Knox My Commission Expires: 9/20/2015
(NOTARY SEAL)	
Notary Public State of Arizona Maricopa County Nancy J Knox	

WITNESSES:

GRANTEE:

SBA 2012 TC Assets, LLC, a Delaware limited liability company

Print Name: / PANUM HOW+

_

By:

Neil Seidman

Senior V.P. Mergers & Acquisitions

COUNTY OF PALM BEACH

STATE OF FLORIDA

CHERRYL CLICQUOT

Notary Public - State of Florida

My Comm. Expires Dec 18, 2015

Commission # EE 154043

Bonded Through National Notary Assn.

Notary Public

Print Name: CHERRY CCICOUT

My Commission Expires: 12/18/15

(NOTARY SEAL)

EXHIBIT 'A'

Premises

PARENT PARCEL LEGAL DESCRIPTION (AS PROVIDED)

An interest in land, said interest being over a portion of the following described parent parcel:

Situated in the State of Ohio, County of Highland, Township of Jackson and bounded and described as follows:

Being part of William Johnson Virginia Military Survey Number 1321.

Parcel B:

Beginning at a spike (set) in the center line of the Coss Road, said spike being North 78 deg. 39' 20" East 707.00 feet from a ½ inch iron bar (found) in the center line of the Coss Road (C55A) at the northeast corner of a 21.464 acre tract conveyed to Marie Cayse by deed recorded in Volume 357, Page 786, Deed Records of Highland County; thence with the center line of the Coss Road, North 78 deg. 39' 20" East, 267.0 feet to a ½ inch bar (found); thence with the west line of a 11.261 acres of land conveyed to Ray Lynch and Judith A. Lynch by deed recorded in O.R. 20, Page 564, North 15 deg. 53' East, 217.0 feet to a 5/8" inch iron bar (found); then with the south line of 60.512 acres of land conveyed to East Highland Acres, Inc. by deed recorded in O.R. 117, Page 696, North 82 deg. 13' West 303.0 feet to a 5/8 inch iron bar (found); then with the east line of 6.00 acres of land conveyed to Ellis Hamm by deed Recorded in O.R. 141, Page 132, South 3 deg. 58' West, 303.0 feet to the place of beginning, passing a 5/8 inch iron bar (found) at 277.08 feet. Containing 1.643 acres.

And Being the same property conveyed to Earl E. Tener and Helen Tener from Stella M. Tener, widow by Deed dated March 20, 1954 and recorded March 23, 1954 in Deed Book 217, Page 491; and further conveyed to Earl E. Tener from Estate of Helen Tener by Certificate of Transfer recorded March 28, 1996 in Deed Book 155, page 754; and further conveyed to Lowell D. Tener from Estate of Earl E. Tener by Certificate of Transfer recorded August 29, 2000 in Deed Book 320, Page 389.

Tax Parcel No. 21-26-000-079.00

EXHIBIT 'B'

Exclusive Easement

EXCLUSIVE EASEMENT LEGAL DESCRIPTION (AS SURVEYED)
SITE: OH47552-A BELFAST 2

Situated in the Township of Jackson, County of Highland, State of Ohio, and being part of Willaim Johnson Virginia Military Survey #1321, and being more particularly described as follows:

Commencing at the intersection of the northerly right of way of Coss Road (50' public right of way) with the east line of a parcel currently owned by Lowell D. Tener (Parcel #212600007900), Thence, North 50 degrees 01 minute 00 seconds West a distance of 44.57 feet to a point, the place of beginning of the easement herein described:

Thence, the following four (4) courses and distances:

- 1. South 76 degrees 07 minutes 27 seconds West a distance of 100.00 feet to a point (L1);
- 2. North 13 degrees 52 minutes 33 seconds West a distance of 100.00 feet to a point (L2);
- 3. North 76 degrees 07 minutes 27 seconds East a distance of 100.00 feet to a point (L3);
- 4. South 13 degrees 52 minutes 33 seconds East a distance of 100.00 feet (L4) to the place of beginning containing a total of 10000 square feet (0.229 acre) according to survey by Chad F. Craig P.S. #8195 for Seiler and Craig Surveying, Inc. on February 6, 2014, but subject to all right of ways and easements of record.

Bearings are based on an assumed meridian and are intended to be used for angular determination only.

EXHIBIT 'C'

Access and Utility Easement

NON-EXCLUSIVE ACCESS & UTILITY EASEMENT LEGAL DESCRIPTION (AS SURVEYED) SITE: OH47552-A BELFAST 2

Situated in the Township of Jackson, County of Highland, State of Ohio, and being part of Willaim Johnson Virginia Military Survey #1321, and being more particularly described as follows:

Commencing at the intersection of the northerly right of way of Coss Road (50' public right of way) with the east line of a parcel currently owned by Lowell D. Tener (Parcel #212600007900), Thence, South 76 degrees 07 minutes 27 seconds West with said right of way a distance of 59.76 feet to a point, the place of beginning of the easement herein described:

Thence, the following four (4) courses and distances:

- 1. South 76 degrees 07 minutes 27 seconds West with said right of way a distance of 20.00 feet to a point (L5);
- 2. North 13 degrees 52 minutes 33 seconds West a distance of 35.99 feet to a point (L6);
- 3. North 76 degrees 07 minutes 27 seconds East a distance of 20.00 feet to a point (L7);
- 4. South 13 degrees 52 minutes 33 seconds East a distance of 35.99 feet (L8) to the place of beginning containing a total of 720 square feet (0.016 acre) according to survey by Chad F. Craig P.S. #8195 for Seiler and Craig Surveying, Inc. on February 6, 2014, but subject to all right of ways and easements of record.

Bearings are based on an assumed meridian and are intended to be used for angular determination only.

EXHIBIT "D"

SURVEY

[Final survey attached hereto.]



LINE	BEARING	DISTANCE
L1	S 76'07'27" W	100.00
L2	N 13'52'33" W	100.00
L3	N 76°07'27" E	100.00*
L4	S 13'52'33" E	100.00'
L5	S 76'07'27" W	20.00'
L6	N 13'52'33" W	35.99'
L7	N 76"07'27" E	20.00*
LB	S 13"52"33" E	35.99"

LEGEND :SET 5/8" REBAR WITH "8195" CAP.

:FOUND 5/8" REBAR. 0 :MAG NAIL SPIKE FOUND.

:FENCE CORNER POST FOUND. :FOUND RAILROAD SPIKE

: CENTERLINE Œ

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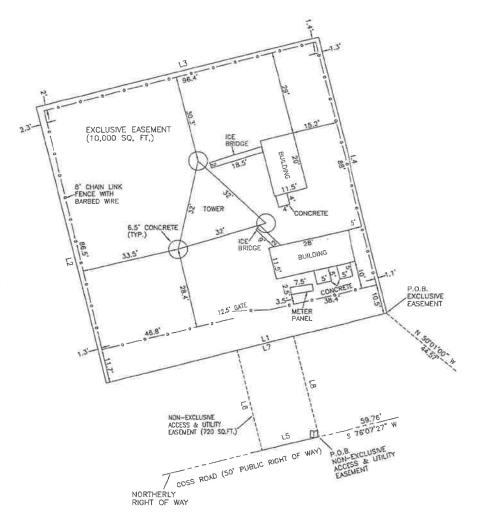
:PROPERTY LINE :RECORD DESCRIPTION DATA.

P.O.B. : POINT OF BEGINNING. : POINT OF COMMENCEMENT. P.D.C.

-: FENCE AS NOTED. : OVER HEAD UTILITY LINES.

: WOOD UTILITY POLE. ; ELECTRIC TRANSFORMER.

: TELCO PEDESTAL : WATER METER. CTV : CABLE TELEVISION



AS-BUILT SURVEY

IN PART OF WILLIAM JOHNSON VIRGINIA MILITARY SURVEY ∯1321 JACKSON TOWNSHIP HIGHLAND COUNTY FOR: SBA

SITE: 0H47552-A SITE NAME: BELFAST 2, OH ADDRESS: 10211 COSS ROAD HILLSBORO, OH 45133 HIGHLAND COUNTY



NATIONAL SURVEY STRVICES COORDINATION BY:

GEGLINE

SURVEYING, INC. 13430 NW 104th Terrece, Suttle A, Albertua, FL 32815 Office:(388) 418-0500 Fax:(388) 462-9986 WWW.GEOLINERVC.COM

SURVEY WORK PERPORMED BY:

SEILER AND CRAIG SURVEYING, INC

52 1 North Main Street Mansfield, OH 44902 Office:(419) 525-3644 WWW.SEILERANDCRAIG.COM

DRAWN BY: NEK CHECKED BY: CFC AD # DHF75324_2014

SURVEYOR'S NOTES

1. BEARINGS ARE BASED ON AN ASSUMED
NERDIAN, MID ARE INTENDED TO BE USED FOR
ANGULAR DETERMINATION ONLY. ANDUAY DELEMBRATION ONLY.

2. NO SURFISHER ON NASTREATION WAS
PERFORMED TO LOCATE UNDERGROUND UTILITIES.
UTILITIES SHOWN REFEON ARE LIMITED TO AND
ARE FER OBSERNED EMBORICE ONLY. 1 THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARCEL 4. ALL VISIBLE TOHER EQUIPMENT AND IMPROVINENTS ARE CONTAINED WITHIN THE DESCRIBED APEA.

5. PROPERTY LINES AND RIGHT OF WAYS ARE CALCULATED BY USING MOMENTATION FOUND IN THE FIELD, (SHOWN ON PLAT)

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO SBA 2012 TO ASSETS, LLC. A DELAWARE LIMITED LIABBUTY COMPANY AND FREEITY NATIONAL TITLE INSURANCE COMPANY, COMMITTEN NO. 1814/2522 EFFECTIVE DATE OF JANUARY 31, 2014 D 2:00 AM.

SEILER AND CRAIG SURVEYING, INC.

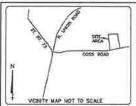
CHAD F. CRAIG

LAND SURVEYOR - OHIO # 8195

Dote: 02/06/2014

CRAIG B195

SHEET 2 OF 3



FLOOD NOTE: THE EASEMENTS AND TOWER ARE NOT LOCATED IN A FLOOD HAZARD AREA PER FEMA FLOOD PANEL #39071CO400E

ZONING NOTE: NOT AVAILABLE

ENCROACHMENTS: AT THE TIME OF SURVEY THERE WERE NO VISIBLE ENCROACHMENTS ONTO OR BEYOND THE

NOTE:

LOWELL D. TENER
PARCEL #212600007900

WOODED

VOL. 320, PAGE 389

1.643 ACRES

NORTHERLY RIGHT OF WAY

SURVEYOR FINDS NO CONFLICTS WITH ANY OTHER RECORDED EASEMENT, DEED/RESTRICTION OR COVENANT RUNNING THRU THE PARENT TRACK OR ADJACENT LANDS WHICH WE ARE UTILIZING FOR OUR LEASE AREA & EASEMENTS, DOES INCLUDE THE LEASE AREA AND ANY OTHER EASEMENT RIGHTS THAT WE HAVE UNDER OUR GROUND LEASE, EXCEPT AS SHOWN ON PLAT AS EXCEPTION #10 IN SCHEDULE B-SECTION 2 OF TITLE COMMITMENT.

FAST HIGHLAND ACRE INC

PARCEL #212600019800 VOL 117, PAGE 696

EXCLUSIVE EASEMENT

NON-EXCLUSIVE /G ACCESS & UTBJTY EASEMENT (720 SQ.FT.)

COSS ROAD (50' PUBLIC RIGHT OF WAY)

(10,000 SQ, FT.).



LINE	BEARING	DISTANCE
1.1	S 76'07'27" W	100.00
1.2	N 13'52'33" W	100.00
L3	N 76'07'27" E	100.00
L4	S 13'52'33" E	100.00"
L5	S 75'07'27" W	20.00
L6	N 13'52'33" W	35.99
L7	N 76'07'27" E	20.00'
1.8	S 13'50'33" E	35.00

WOODED

APPOXIMATE

WOODS LINE

EXCLUSIVE

EASENENT

76'07'27

NON-EXCLUSIVE NON-EXCLUSIVE NCCESS & UTILITY EXSENTENT -

ARFA

AS-BUILT SURVEY

IN PART OF WILLIAM JOHNSON VIRGINIA MILITARY SURVEY #1321 JACKSON TOWNSHIP HIGHLAND COUNT

FOR: SBA

SITE: 0H47552-A SITE NAME: BELFAST 2, OH ADDRESS: 10211 COSS ROAD HILLSBORO, OH 45133 HIGHLAND COUNTY



NATIONAL SURVEY SERVICES COORDINATION BY:

GEGLINE SURVEYING, INC.

13430 NW 104th Terrace, Sulto A. Alachua, FL 32615 Office:(388) 418-0500 Fax:(386) 462-9966 WWW:GEOLINEING COM

SURVEY WORK PERFORMED BY:

SEILER AND CRAIG SURVEYING, INC.

52 1 North Main Street Mansfield, OH 44902 Office:(419) 525-3644 WWW.SEILERANDCRAIG.COM

DRAWN BY HEX CHECKED BY CFC AR CONTROL OF

SURVEYOR'S NOTES

1. BEARINGS ARE BASED ON AN ASSUMED MERDIAN, AND ARE INTERDED TO BE USED FOR ANGULAR DETERMINATION ONLY.

2. NO SLESUFFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY. 3. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL

4. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA.

5. PROPERTY LINES AND RIGHT OF WAYS ARE CALCULATED BY USING MONUMENTATION FOUND IN THE FIELD. (SHOWN ON PLAT)

SURVEYOR'S CERTIFICATION I HEREBY CERTIFY TO SBA 2012 IC ASSETS,
LLC. A DELAWARE LIMITED LIABILITY COMPANY
AND FIDELITY NATIONAL THE INSURANCE
COMPANY, COMMITMENT NO. 18142522
EFFECTIVE DATE OF JANUARY 31, 2014 0
8:00 A.M.

SEILER AND CRAIG SURVEYING, INC.

CHAD F. CRAIG

R. & J. LYNCH PARCEL #21260000780 VOL 522, PAGE 438

POWER LINE

EXCLUSIVE EASEMENT AND NON-EXCLUSIVE ACCESS & UTILITY

209

EASENENT

LAND SURVEYOR - OHIO # 8195

02/06/2014



SHEET 1 OF 3

TITLE INSURANCE COMMITMENT NOTE-

have reviewed commitment for title insurance, underwritten by Fidelity National Title Insurance Company, with an effective date of January 31, 2014 at 8:00 a.m. Commitment Number 1814:2522, and find as follows with respect to the exceptions listed in Schedule B-Section 2 of said commitment:

1.—8. Not to be addressed by Surveyor,

 Right of way Easement in favor of Highland County Water Company, Inc., its successors and assigns, set forth in instrument recorded on 07/18/1995 in Deed Book 135, Page 195. Easement cannot be plotted, No dimensions given.

10.Right of Way Easement in lover of South Central Power Company, an Ohio corporation, its successors and assigns, set forth in instrument recorded on 08/19/2005 in Deed Book 595, Page 794.

11.Terms and Conditions of Memorandum of Agreement dated 08/26/2004 by and between Lowell D. Tener, as Landlord/Lessor, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Tenant/Lessee, recorded on 03/21/2006 in Deed Book 623, Page 482; Unrecorded First Amendment to Communications Site Lease Agreement dated 06/27/2007; Assignment and Assumption of Ground Lease to TowerCo Assets LLC, a Delaware limited liability company, dated 09/23/2008 and recorded on 10/07/2008 in Deed Book 716, Page

Not to be addressed by Surveyor.

LEGEND

:SET 5/8" REBAR WITH "8195" CAP.

: FOUND 5/8" REBAR.

: MAG NAIL SPIKE FOUND. :FENCE CORNER POST FOUND.

: FOUND RAILROAD SPIKE

: CENTERLINE

: PROPERTY LINE

: RECORD DESCRIPTION DATA.

: POINT OF BEGINNING. P.O.B.

: POINT OF COMMENCEMENT. P.O.C.

FENCE AS NOTED.

OVER HEAD UTILITY LINES. : WOOD UTILITY POLE.

000 : ELECTRIC TRANSFORMER.

: TELCO PEDESTAL.

: WATER METER.

: CABLE TELEVISION

AREA TABLE		SQUARE FEET	ACRE
(A)	PARENT PARCEL	71569±	1.643
(1)	TOWER COMPOUND	8458	0.194
0	EXCLUSIVE EASEMENT	10000	0.229
	NON-EXCLUSIVE ACCESS & UTILITY EASEMENT	720	0.016

DESCRIPTION FOR A EXCLUSIVE EASEMENT (AS SURVEYED) SITE: BELFAST 2, OH SITE #: 0H47552-A

Situated in the Township of Jackson, County of Highland, State of Ohio, and being part of Willaim Johnson Virginia Military Survey \$1321, and being more particularly described as follows:

Commonaing at the intersection of the northerly right of way of Case Road (50° public right of way) with the east line of a parcel currently owned by Lowell D. Tener (Porcel #212800007900), Thence, North 50 degrees of minute 00 seconds West a distorace of 44.57 feet to a point, the place of beginning of the cosement herein described:

Thence, the following four (4) courses and distances:

- South 76 degrees 07 minutes 27 seconds West a distance of 100,00 (set to a point (L1);
- North 13 degrees 52 minutes 33 seconds West a distance of 100.00 feet to a point (L2);
- 3. North 76 degrees 07 minutes 27 seconds East a distance of 100.00 feet to a point (L3);
- 4. South 13 degrees 52 minutes 33 seconds East a distance of 100,00 feet (L4) to the place of beginning containing a total of 10000 squere feet (0.229 acre) according to survey by Chod F. Craig 95, \$8195 for Seiler and Craig Surveying, Inc. on February 6, 2014, but subject to all right of ways and easements of record.

Bearings are based on an assumed meridian and are intended to be used for angular determination only.

DESCRIPTION FOR A
NON-EXCLUSIVE ACCESS & UTILITY EASEMENT
(AS SURVEYED)
SITE: BELFAST 2, OH
SITE #: 0H47352-A

Situated in the Township of Jackson, County of Highland, State of Chio, and being part of Willaim Johnson Virginia Military Survey #1321, and being more particularly described as follows:

Commencing at the intersection of the northerly right of way of Coss Road (50° public right of way) with the east line of a parcel currently owned by Lowell D. Tener (Parcel \$21260007900), Thence, South 78 degrees 07 minutes 27 seconds West with said right of way a distance of 59.76 feet to a point, the place of beginning of the easement herein described:

Thence, the following four (4) courses and distances:

- 1. South 76 degrees 07 minutes 27 seconds West with sald right of way a distance of 20.00 feet to a point (L5);
- 2. North 13 degrees 52 minutes 33 seconds West a distance of 35.99 feel to a point (L6);
- North 76 degrees 07 minutes 27 seconds East a distance of 20.00 feet to a point (L7);
- South 13 degrees 52 minutes 33 seconds East a distance of 35,99 feet (L8) to the place of beginning containing a tatel of 720 square feet (0.016 acre) according to survey by Chad F. Craig P.S. #8195 for Seller and Craig Surveying, Inc. on February 8, 2014, but subject to all right of ways and casements of record.

Bearings are based on an assumed meridian and are intended to be used for angular determination only.

DESCRIPTION FOR PARENT PARCEL (AS PROVIDED)
PER TITLE COMMITMENT #18142522

An interest in land, said interest being over a portion of the following described parent parcel:

Situated in the State of Ohio, County of Highland, Township of Jackson and bounded and described as follows:

Being part of William Johnson Virginia Military Survey Number 1321.

Parcel B

Beginning at a spike (set) in the center fine of the Cass Rood, soid spike being North 78 deg. 39 20 East 707.00 feet from a c inch from bor (found) in the center like of the Cass Rood (CSSA) at the northcost corner of a 21.464 care tract conveyed to Marie Cayse by deed recorded in Volume 357, Page 786, Dead Reacrds of Highland County, thence with the center line of the Cass Rood, North 78 deg. 39 20 East, 287.0 feet to a c linch bor (found); thence with the west line of the conveyed to Ray Lynch and Justific Root, 27.0 feet to a 5.8 line for the Cass Root of the Cayse of the Cass Root of the C

And Being the gome property conveyed to Eurl E. Tener and Helen Tener from Stella M. Tener, widow by Deed dated March 20, 1954 and recorded March 23, 1954 in Deed Book 217, Page 491; and further conveyed to Earl E. Tener from Estate of Helen Tener by Certificate of Transfer recorded March 28, 1996 in Deed Book 155, page 754; and further conveyed to Lowell D. Tener from Estate of Earl E. Tener by Certificate of Transfer recorded August 29, 2000 in Deed Book 32D, Page 389.

Tax Parcel No. 21-26-000-079.00

AS-BUILT SURVEY

IN PART OF WILLIAM JOHNSON VIRGINIA MILITARY SURVEY #1321
JACKSON TOWNSHIP, HIGHLAND COUNTY

FOR: SBA

SITE: 0H47552-A SITE NAME: BELFAST 2, 0H ADDRESS: 10211 COSS ROAD

> HILLSBORO, OH 45133 HIGHLAND COUNTY



NATIONAL SURVEY SERVICES COORDINATION BY:

GEOLINE SURVEYING, INC.

13-30 NW 1010 Times Sub-Allenia, FL 32615 Office:(386) 418-0500 Fax:(386) 462-9986 WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:

SEILER AND CRAIG SURVEYING, INC.

52 ½ North Main Street Mansfield, OH 44902 Office:(419) 525-3644 WWW SFI FRANDCRAIG COM

DRAWN BY: NEX CHECKED BY: CFC JOB # 0H47562A_201

SURVEYOR'S NOTES

1. BEARINGS ARE BASED ON AN ASSUMED
MERIDAN, AND ARE INTENDED TO BE USED FOR
ANGULAR DETERMINATION ONLY.

ANGUAR DELIMINATION OF THE PROPERTY OF THE PRO

ARE PER OBSERVED EVIDENCE ONLY.

3. THIS SURVEY DOES NOT REPRESENT A
BOUNDARY SURVEY OF THE PARENT PARCEL.

BOUNDARY SURVEY OF THE PARENT PARCEL.

4. ALL MSIBLE TOWER EQUIPMENT AND
IMPROVEMENTS ARE CONTAINED WITHIN THE
DESCRIBED AREA.

5. PROPERTY LINES AND RIGHT OF WAYS ARE CALCULATED BY USING MONUMENTATION FOUND IN THE FIELD. (SHOWN ON PLAT)

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO SBA 2012 TO ASSETS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 18142522 EFFECTIVE DATE OF JANUARY 31, 2014 6

SFILER AND CRAIG SURVEYING, INC.

-60

CHAD F. CRAIG

LAND SURVEYOR - OHIO # 8195

Date: 02/06/2014



SHEET 3 OF 3

AFFIDAVIT OF NOTARY

i, the ur Comp	(please print name as commissioned) idersigned Notary Public, do hereby affirm and attest to Fidelity National Title Insurance any one of the following (please check one) is an accurate statement:
Ø	I am a BancServ notary; or
	I have E&O coverage for my notarial acts with a minimum of \$100,000 coverage (please attach evidence); or
	l am a notary working under the supervision of a licensed attorney. Insert lawyer or law firm:
Date	I am a notary working in a bank or credit union (this option is only applicable for notaries at banks and credit unions and is not applicable for notaries at mortgage companies or mortgage brokers). Insert bank or credit union name: Insert branch name or street address: Insert telephone number of bank or credit-union office: Notary Public signature Notary Public signature Telephone contact
	Notary # or Seal for identification purposes
	Notary Public State of Arizona Maricopa County Nancy J Knox My Commission Expires 09/20/2015

