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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 DEC 23 PM 12:46

MICHAEL B. BROWN
RECORDER

Prepared by ~~and Return to:~~
SBA Network Services, LLC
Attn: Cheryl Clicquot
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487
561.226-9491

AFTER RECORDING, PLEASE RETURN TO:
Fidelity National Title Group
7130 Glen Forest Dr., Ste. 300
Richmond, VA 23223
Attn: _____



[Recorder's Use Above This Line]

STATE OF Indiana
COUNTY OF Lake



FILED

DEC 22 2014

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

By and between Husky Lake Acquisition III, LLC, a Delaware limited liability company ("Grantor") with an address of 2425 Olympic Blvd Suite 120E, Santa Monica, CA 90404

and

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

22250

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: _____

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CK# 1613545657
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RECORDING ORDER

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EASEMENT AGREEMENT

This Easement Agreement ("Agreement") dated effective November 5th, 2014 ("Effective Date") by and between HUSKY LAKE ACQUISITION III LLC, a Delaware limited liability company (, with an address at 2425 Olympic Blvd Suite 120E, Santa Monica, CA 90404 ("Grantor") and SBA 2012 TC Assets LLC, a Delaware limited liability company, with an address of 5900 Broken Sound Parkway NW, Boca Raton, FL 33487 ("Grantee").

BACKGROUND

Grantor is the owner of the real property, consisting of land only, 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. Grant of Easements. 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 Exhibit 'B' hereto; and (ii) a perpetual, non-exclusive easement in and to that portion of the Premises more particularly described on Exhibit 'C' 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 Exhibit 'D'.

2. Private Easement. 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. Successors Bound. 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. Duration. The duration of the Easements granted herein (the "Term") shall be perpetual, unless Grantee provides written, recordable notice of its intent to terminate this Agreement or if this Agreement is otherwise cancelled pursuant to the terms contained herein, 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, except as provided for herein. Grantee, upon termination of this Agreement, shall, within sixty (60) days, remove all improvements, fixtures, and personal property constructed or installed on the Easement Premises by Grantee and restore the Easement Premises to substantially the same condition prior to the construction of the tower, normal wear and tear and casualty excepted. In addition, Grantee shall have the obligation to remove any and all property belonging to its tenants remaining on the Premises upon the termination of this Agreement. Grantee shall not be required to remove any foundations, driveways, or underground cables or wires located more than one (1) foot below grade. All costs to restore the property are to be the responsibility of Grantee.

5. Easement Consideration. 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.

a. Exclusive Easement. Grantee and its designated customers, lessees, 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 (the "Use"). Grantee may make improvements, alterations or modifications on or to the Easements as are deemed appropriate by Grantee, in its commercially reasonable discretion and are related to the permitted uses. 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 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. All fencing, landscaping and any improvements on and about the Exclusive Easement area shall, at Grantee's sole cost, be constructed in accordance with, and remain compliant with, all federal, state, county and local law, statutes and code requirements.

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, upon review and consent by Grantor, which consent shall not be unreasonably withheld, conditioned or delayed, 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 unreasonably interferes with Grantee's or its tenants', lessees', sublessees', licensees', agents', successors' and assigns' use of such area. Grantee shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantor or its tenants.

7. Equipment and Fixtures. 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 sixty (60) days after termination hereof, Grantee or its customers shall remove their equipment, structures, fixtures and other personal property from the Easements in accordance with Section 4 of this Agreement.

8. Assignment. 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, provided, however that Grantee shall provide Grantor with thirty (30) days advance notice (the "Assignment Notice") and evidence that such proposed assignee is, in Grantor's reasonable discretion, sufficiently experienced in the operation of cellular communications facilities and has sufficient assets to operate and maintain the Easements. If Grantor does not object to the proposed assignee within fourteen (14) days of its receipt of the Assignment Notice, then Grantee shall send a second written notice (the "Second Notice"), and if Grantor does not object within seven (7) days of its receipt of the Second Notice, Grantor's approval shall be deemed given. Notwithstanding the foregoing, no assignment by Grantee to any parent, subsidiary or affiliate entity shall require consent as required by this Section 8. Grantee shall provide Grantor with notice of any such assignment within ten (10) days of its occurrence. Any such assignee shall agree to assume all of the obligations of Grantee under this Agreement, in which instance Grantee will be relieved of all responsibility hereunder.

9. 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. Grantee shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Grantee's facilities and any improvements upon the Premises, but only so long as this Agreement remains in effect and no written notice of termination has been recorded in the Office of the

Recorder of Lake County, Indiana. In the event that a separate real property tax bill is not generated for the Exclusive Easement and the Access and Utility Easement, then Grantee shall pay to Grantor its proportionate share of the tax bill within thirty (30) days of Grantee's receipt of an invoice from Grantor for Grantee's proportionate share of the real property tax bill.

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. Grantor may, at Grantor's cost, 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 and Grantee shall not grant, create, or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Easements that would adversely affect Grantee's use of the Easements or Grantor's use of the Property. There are no leases, written or oral, affecting the lands underlying the Easements except for the Ground Lease and the Site Lease.

e. Grantor has and will comply with all environmental, health and safety laws with respect to the Premises. Grantor shall defend, indemnify, protect and hold Grantee harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Hazardous Substance (as defined below) on, under or about the Premises (but not including the Easements) caused by the acts, omissions, or negligence of Grantor. The foregoing indemnity shall survive any termination of this Agreement.

f. Grantee shall defend, indemnify, protect and hold Grantor harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Hazardous Substance (as defined below) on, under or about the Easements caused by the acts, omissions, or negligence of Grantor. The foregoing indemnity shall survive any termination of this Agreement.

g. As used in this Agreement, "Hazardous Substance" means flammable explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials or other similar substances

h. To the best of Grantor's knowledge, 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.

i. 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. Grantee agrees to indemnify, defend and hold harmless Grantor 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 Grantee of any representation, warranty or covenant of Grantee contained herein, in the Lease, or in any agreement executed in connection herewith.

10. 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 materially 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. Grantee shall have the express right to seek an injunction to prevent any of the activity prohibited by this Section 10.

11. Insurance. Grantee shall maintain general liability insurance with liability limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury and/or property damage, together with umbrella liability coverage in the amount of not less than One Million Dollars (\$1,000,000.00).

12. Casualty and Condemnation. If all or any material portion of the Easements' area is damaged or destroyed by fire or other casualty, or taken by governmental authority, Grantee may, in its sole discretion, terminate this Agreement. If Grantee does not elect to exercise its option to terminate within ninety (90) days of the date of such casualty, this Agreement shall remain in full force and effect. In the event of any condemnation of the Easements, in whole or in part, Grantee shall be entitled to file claims against the condemning authority for, and to receive the value of the portion of the Premises so taken on which the Easements are located.

13. 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 (the "Grantee Parties"), 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, only for, ingress and egress to and from the Exclusive Easement, provided that Grantee shall repair any damages to the Premises caused by such access, and shall indemnify and hold harmless Grantor from and against any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) arising out of Grantee Parties' ingress and egress to and from the Exclusive Easement done in accordance with this Section 13. 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 will, at Grantee's cost, including reasonable attorney's fees, review the plans for and approve (which approval shall not be unreasonably withheld, conditioned or delayed) the reasonable relocation for such utility lines upon the premises, and hereby agrees to reasonably cooperate with Grantee to create a revised legal description for Access and Utility Easement that will reflect such relocation.

14. Mortgagees' Continuation Rights and Notice and Cure. Grantee may from time to time, with thirty (30) days advance notice to Grantor, 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 nonmonetary 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 any other 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 or in the Premises.

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 if an address has been provided by Grantee.

15. Notices. 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: 2425 Olympic Blvd Suite 120E, Santa Monica, CA 90404, with a copy to Steven F. Ginsberg, c/o Ginsberg Jacobs, LLC, 300 S. Wacker Drive, Suite 2750, Chicago, Illinois 60606

To Grantee: 5900 Broken Sound Parkway, Boca Raton, FL 33487, Attn: Legal Dept.

16. 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.

17. Recording. This Agreement shall be recorded at either Grantor's or Grantee's option.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. Entire Understanding and Amendment. 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.

25. 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 shall review and consent (which consent shall not be unreasonably withheld, conditioned or delayed), to the reasonable construction and/or relocation of such improvements to accommodate such requirements and agrees to reasonably cooperate with Grantee, at Grantee's cost, including reasonable attorneys' fees, 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 any time 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 Easements; and that Grantor shall, at Grantee's cost, including reasonable attorneys' fees, 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.

26. Rule Against Perpetuities. 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.

27. Assignment of Ground Lease. The parties hereby recognize and agree that the Premises is currently subject to that certain Communications Site Lease Agreement (Ground) dated December 14, 2000, originally by and between Grantor's predecessor-in-interest and Grantee's predecessor-in-interest, as amended and assigned from time to time (collectively, the "Ground Lease"). It is the intention of the parties that the interest created by this Agreement, including the Ground 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 Ground Lease and no conditions that, with the passage of time, would constitute defaults under the Ground Lease. Grantor hereby assigns, transfers, sets over and delivers to Grantee, all of its rights, title and interests under the Ground 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 Ground Lease. Grantor hereby releases and forever discharges Grantee from all claims arising under the Ground 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 Ground 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 Ground Lease which relate to costs or actions first arising after the date of this Agreement.

28. Assignment of Site Lease. The parties hereby recognize and agree that the Premises is currently subject to that certain Site Lease (Ground Space Only) dated July 31, 2008, originally by and between Grantor's predecessor-in-interest (define when title rec'd) and Denali Spectrum Operations, LLC, a Delaware limited liability company, as amended and assigned from time to time (collectively, the "Site Lease"). It is the intention of the parties that the interest created by this Agreement, including the Site 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 Site Lease and no conditions that, with the passage of time, would constitute defaults under the Site 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 Site 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 Site 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 Site Lease which relate to costs or actions first arising after the date of this Agreement.

29. Cure Period; Default. 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. Notwithstanding the foregoing, Grantor shall be entitled to all other forms of relief both at law and in equity, including without limitation damages and injunctive relief. In the event either party fails to comply with the terms of this Agreement, the other party may, in its sole and absolute discretion, cure any such default, and to the extent such curing party incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes paid on behalf of defaulting party) the other party agrees to promptly reimburse the curing party for such expenses incurred.

30. Exclusivity. 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. Notwithstanding the above, Owner and its tenants shall not be prohibited from installing satellite dishes for purposes other than those set forth in this Agreement, or from using the property for a use that is not contemplated by this Agreement due to technological advances. 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.

31. Further Acts; Attorney-In-Fact. Grantor and Grantee shall cooperate in executing any documents necessary to protect Grantor's or Grantee's rights under this Agreement or Grantee's use of the Easements and Grantor's use of the Premises, and to take such action as Grantor or Grantee may reasonably require to effect the intent of this Agreement.

32. Indemnity: Grantee and Grantor agree to indemnify and agree to defend one another against and hold each other harmless from any and all costs (including reasonable attorney's fees and other expenses) and claims of liability or loss which arise: (i) out of the negligence or intentional misconduct of the indemnifying party, its agents, invitees and contractors in

connection with the indemnifying party's use of the Premises pursuant to this Agreement; (ii) due to the breach of any representation, warranty or covenant of such indemnifying party set forth herein; and (iii) out of the use and/or occupancy of the Premises and Easements by the indemnifying party. The indemnity obligation under this section will survive termination of this Agreement.

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

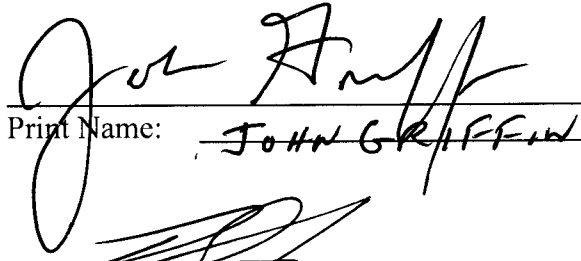



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written below.

WITNESSES:

GRANTOR:

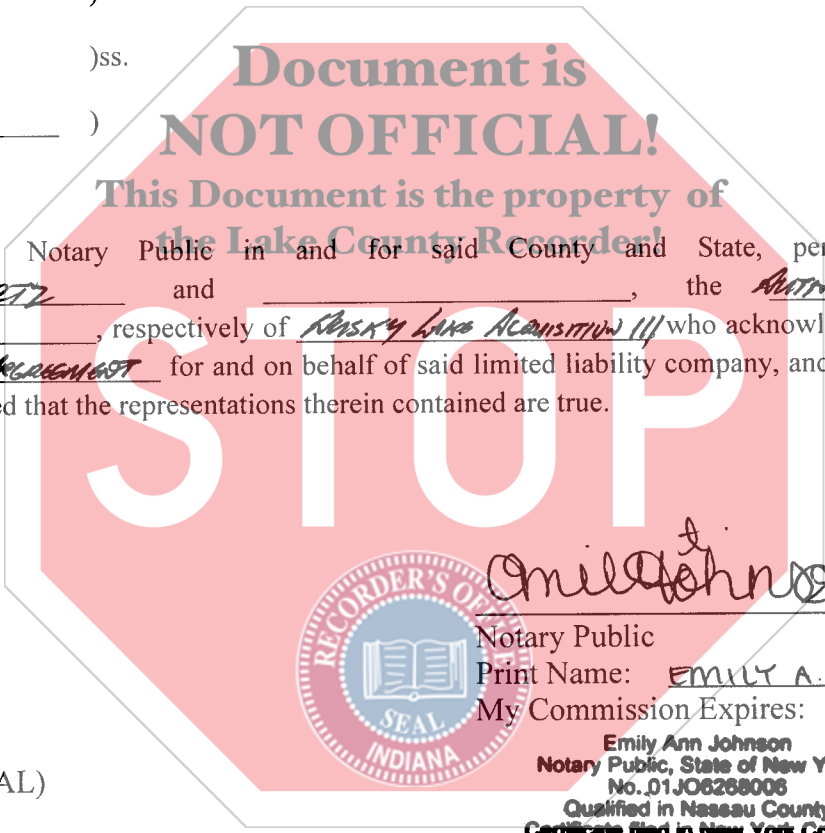
Husky Lake Acquisition III, LLC, a Delaware limited liability company


Print Name: JOHN GRIFFIN

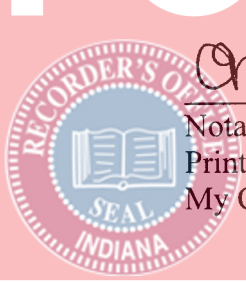
By: 
Print Name: ERIC SCHWARTZ
Title: AUTHORIZED SIGNATORY



Print Name: TIMOTHY S. STEVENS

State of Indiana)
)ss.
County of _____)



Before me, a Notary Public in and for said County and State, personally appeared ERIC SCHWARTZ and _____, the AUTHORIZED SIGNER and _____, respectively of HUSKY LAKE ACQUISITION III who acknowledged execution of the foregoing AGREEMENT for and on behalf of said limited liability company, and who, having been duly sworn, stated that the representations therein contained are true.




Notary Public
Print Name: EMILY A. JOHNSON
My Commission Expires: _____

(NOTARY SEAL)

Emily Ann Johnson
Notary Public, State of New York
No. 01JO628006
Qualified in Nassau County
Certificate filed in New York County
Commission Expires August 27, 2016

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

WITNESSES:

GRANTEE:

Robyn Teates
Print Name: Robyn L. Teates

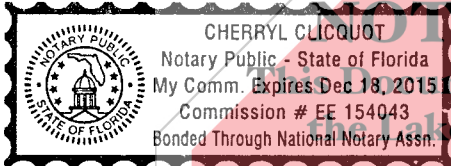
By: [Signature]
Thomas P. Hunt
Executive Vice President & General Counsel

Re Carolina Auster
Print Name: CAROLINA F. AUSTER

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me November 5th, 2014 by Thomas P. Hunt, the Executive Vice President & General Counsel SBA 2012 TC Assets LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.



[Signature]
Notary Public
Print Name: Cherryl Clicquot
My Commission Expires: 12/18/15

(NOTARY SEAL)



EXHIBIT 'A'

TO EASEMENT AGREEMENT

Premises

PARENT PARCEL DESCRIPTION:

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

Lots 1 and 2 in Southlake Professional Addition, an addition to the Town of Merrillville, as per plat thereof, recorded in Plat Book 90, Page 12 in the Office of the Recorder of Lake County, Indiana.

AND BEING the same property conveyed to Husky Lake Acquisition III, LLC, a Delaware limited liability company from Husky Lake III - Diversified LLC, an Indiana limited liability company Quitclaims Deed recorded September 9, 2014 in Instrument No. 2014 054240.

Tax Parcel Nos. 45-12-21-402-004.000-030, 45-12-21-402-005.000-030



EXHIBIT 'B'

Exclusive Easement

EXCLUSIVE EASEMENT AREA DESCRIPTION: (AS SURVEYED)

ALL THAT PART OF LOTS 1 IN SOUTHLAKE PROFESSIONAL ADDITION, AN ADDITION TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 90, PAGE 12 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE N 89°49'56" W ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 35.33 FEET; THENCE S 00°30'43" E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE S 00°10'04" W A DISTANCE OF 53.00 FEET; THENCE N 89°49'56" W A DISTANCE OF 9.00 FEET; THENCE S 00°10'04" W A DISTANCE OF 17.96 FEET; THENCE N 89°49'56" W A DISTANCE OF 30.00 FEET; THENCE N 00°10'04" E A DISTANCE OF 40.96 FEET; THENCE S 89°49'56" E A DISTANCE OF 22.60 FEET; THENCE N 00°10'04" E A DISTANCE OF 10.00 FEET; THENCE N 89°49'56" W A DISTANCE OF 23.60 FEET; THENCE N 00°10'04" E A DISTANCE OF 20.00 FEET; THENCE S 89°49'56" E A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2,400 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.

ORIGINAL LEASE DESCRIPTION: (AS SURVEYED)

ALL THAT PART OF LOTS 1 IN SOUTHLAKE PROFESSIONAL ADDITION, AN ADDITION TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 90, PAGE 12 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE N 89°49'56" W ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 35.33 FEET; THENCE S 00°30'43" E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE S 00°10'04" W A DISTANCE OF 20.00 FEET; THENCE N 89°49'56" W A DISTANCE OF 40.00 FEET; THENCE N 00°10'04" E A DISTANCE OF 20.00 FEET; THENCE S 89°49'56" E A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING. CONTAINING 800 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

CRICKET LEASE DESCRIPTION: (AS SURVEYED)

ALL THAT PART OF LOTS 1 IN SOUTHLAKE PROFESSIONAL ADDITION, AN ADDITION TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 90, PAGE 12 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE N 89°49'56" W ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 35.33 FEET; THENCE S 00°30'43" E A DISTANCE OF 10.00 FEET; THENCE CONTINUING S 00°10'04" W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 00°10'04" W A DISTANCE OF 10.00 FEET; THENCE N 89°49'56" W A DISTANCE OF 16.40 FEET; THENCE N 00°10'04" E A

DISTANCE OF 10.00 FEET; THENCE S 89°49'56" E A DISTANCE OF 16.40 FEET TO THE POINT OF BEGINNING. CONTAINING 164 SQUARE FEET OR 0.004 ACRES, MORE OR LESS.

EXPANSION AREA DESCRIPTION: (AS SURVEYED)

ALL THAT PART OF LOTS 1 IN SOUTHLAKE PROFESSIONAL ADDITION, AN ADDITION TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 90, PAGE 12 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE N 89°49'56" W ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 35.33 FEET; THENCE S 00°30'43" E A DISTANCE OF 10.00 FEET; THENCE CONTINUING S 00°10'04" W A DISTANCE OF 20.00 FEET; THENCE CONTINUING S 00°10'04" W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 00°10'04" W A DISTANCE OF 23.00 FEET; THENCE N 89°49'56" W A DISTANCE OF 9.00 FEET; THENCE S 00°10'04" W A DISTANCE OF 17.96 FEET; THENCE N 89°49'56" W A DISTANCE OF 30.00 FEET; THENCE N 00°10'04" E A DISTANCE OF 40.96 FEET; THENCE S 89°49'56" E A DISTANCE OF 39.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,436 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.



EXHIBIT 'C'

Access and Utility Easement

NON-EXCLUSIVE ACCESS EASEMENT AREA DESCRIPTION: (AS SURVEYED)

A PART OF THE LAND FOR A VARIABLE WIDTH NON-EXCLUSIVE ACCESS EASEMENT PURPOSES LOCATED WITHIN THAT PART OF LOT 1 IN SOUTHLAKE PROFESSIONAL ADDITION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 18, 2001 AS INSTRUMENT NO. 2001-028424, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE N 89°49'56" W ALONG THE NORTH LINE OF SAID LOT 1, 35.33 FEET; THENCE S 00°30'43" E, 10.00 FEET; THENCE N 89°49'56" W A DISTANCE OF 40.00 FEET; THENCE S 00°10'40" W, 4.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S 00°10'40" W, 12.00 FEET; THENCE N 89°49'56" W, 12.25 FEET; THENCE S 67°48'30" W, 110.85 FEET; THENCE S 14°18'28" W, 176.79 FEET; THENCE S 86°48'56" E, 61.29 FEET; THENCE S 14°42'58" W, 25.52 FEET; THENCE N 86°48'56" W, 127.09 FEET; THENCE N 75°34'06" W, 229.89 FEET; THENCE S 14°25'54" W, 21.00 FEET; THENCE N 75°34'06" W, 36.14 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MERRILLVILLE ROAD; THENCE N 14°49'00" E ALONG SAID RIGHT-OF-WAY LINE, 90.00 FEET; THENCE S 75°34'06" E A DISTANCE OF 35.54 FEET; THENCE S 14°25'54" W, 44.00 FEET; THENCE S 75°34'06" E, 227.43 FEET; THENCE S 86°48'56" E, 56.21 FEET; THENCE N 14°18'28" E, 185.19 FEET; THENCE N 67°48'30" E, 119.27 FEET; THENCE S 89°49'56" E, 14.64 FEET TO THE POINT OF BEGINNING. CONTAINING 15,868 SQUARE FEET OR 0.36 ACRES, MORE OR LESS.

ALTERNATE NON-EXCLUSIVE UTILITY EASEMENT DESCRIPTION: (AS SURVEYED)

A 10.00 FOOT WIDE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER AND ACROSS ALL THAT PART OF LOT 1 OF SOUTHLAKE PROFESSIONAL ADDITION, AN ADDITION TO THE TOWN OF MERRILLVILLE, RECORDED IN PLAT BOOK 90, PAGE 12 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBE AS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING THE POINT OF BEGINNING; THENCE S 89°49'56" E ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 476.60 FEET; THENCE S 00°30'43" E A DISTANCE OF 10.00 FEET; THENCE N 89°49'56" W A DISTANCE OF 479.33 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE N 14°49'00" E ALONG SAID WEST LOT LINE A DISTANCE OF 10.34 FEET TO THE POINT OF BEGINNING. CONTAINING 4,780 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.

EXHIBIT "D"

TO EASEMENT AGREEMENT

SURVEY

[Final survey attached hereto.]



AS-BUILT SURVEY:
IN SECTION 21,
TOWNSHIP 35 NORTH, RANGE 8 WEST

FILE: SBA
SITE: SOUTHWOOD
SITE NO.: DN46587-A
ADDRESS: 8127 MERRILLVILLE ROAD
MERRILLVILLE, IN 46410
LAKE COUNTY



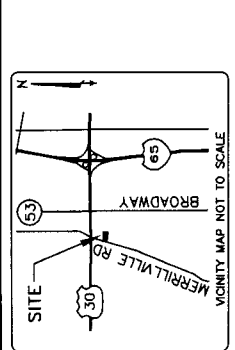
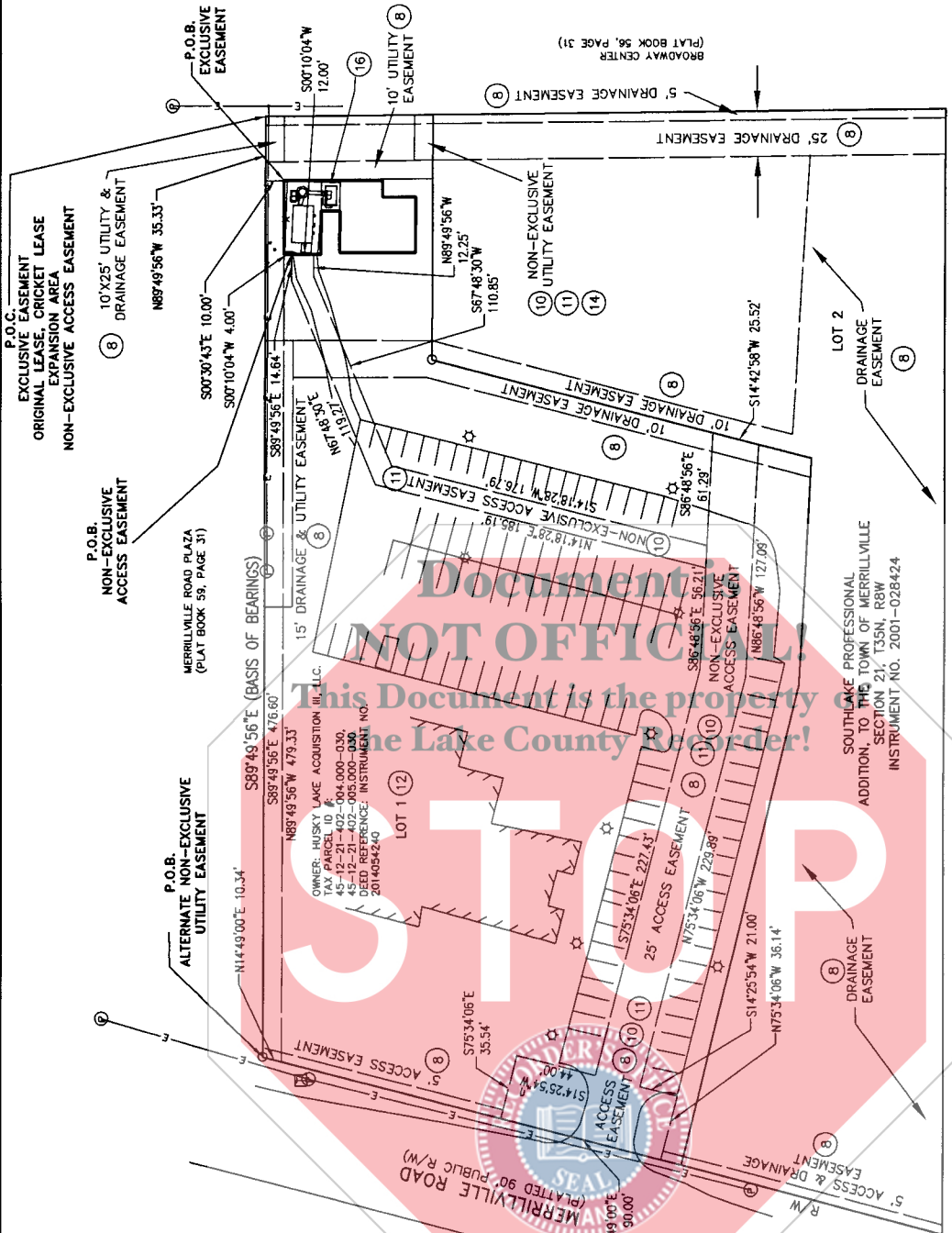
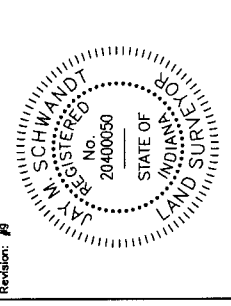
NATIONAL SURVEY SERVICES COORDINATION BY:
GEOLINE SURVEYING, INC.
13437A LOMA LINDA DRIVE, SUITE 100, ALABAMA, FL 32615
OFFICE (904) 418-8500 FAX (904) 462-9898
WWW.GEOLINEINC.COM

Survey & Mapping performed by:
Global Land SOLUTIONS
Solutions that work for you.
5065 12 Mile Road NE Rockford, Michigan 49331
(616) 606-6836
www.GlobalLandSolutions.com
Serving The Great Lakes Region

SURVEYOR'S NOTES
1. BASIS OF BEARING: ASSUMED S 89°49'56" E BEING THE NORTH LINE OF LOT 1 OF PARENT PARCEL.
2. NO SUBSURFACE 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. AT THE TIME OF THE SURVEY THERE WERE NO VISIBLE ENCROACHMENTS ONTO OR BEYOND THE SUBJECT PROPERTY.

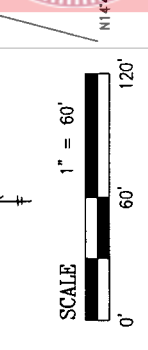
SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY TO SBA 2012, TO ASSETS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 19198686, EFFECTIVE DATE JULY 15, 2014.

GLOBAL LAND SOLUTIONS
JAY M. SCHWANDT, P.S., J.D.
LAND SURVEYOR - INDIANA #20400050
Date: OCTOBER 2, 2014
Revision: #9



OWNER: HUSKY LAKE ACQUISITION III, LLC
TAX PARCEL ID # 064,000-030
45-12-21-402-005,000
DEED REFERENCE: INSTRUMENT NO. 2014054240

LEGEND
○ FOUND 5/8" IRON
● SET 5/8" IRON
○ POINT OF BEGINNING
○ P.O.C.
○ R/W
○ POWER POLE
○ ELECTRIC TRANSFORMER BOX
○ ELECTRIC METER
○ TELEPHONE PEDESTAL
○ CABLE TV PEDESTAL
○ OVERHEAD ELECTRIC FENCE



AREA TABLE	SQUARE FEET	ACRE
① PARENT PARCEL	206,907±	4.75±
② TOWER COMPOUND	859	0.02
③ EXCLUSIVE EASEMENT	2,400	0.05
④ ORIGINAL LEASE	800	0.02
⑤ CRICKET LEASE	164	0.004
⑥ EXPANSION AREA	1,436	0.03
⑦ NON-EXCLUSIVE ACCESS EASEMENT	15,868	0.36
⑧ ALTERNATE NON-EXCLUSIVE UTILITY EASEMENT	4,780	0.11

PARENT PARCEL DESCRIPTION: (AS PROVIDED BY CLIENT)
An interest in land, said interest being over a portion of the following described parent parcel:
Lots 1 and 2 in Southlake Professional Addition, an addition to the Town of Merrillville, as per plat thereof, recorded in Plat Book 90, Page 12 in the Office of the Recorder of Lake County, Indiana.
AND BEING the same property conveyed to Husky Lake Acquisition III, LLC, a Delaware limited liability company from Husky Lake III - Diversified LLC, an Indiana limited liability company Quitclaims Deed recorded September 9, 2014 in Instrument No. 2014 054240.
Tax Parcel Nos. 45-12-21-402-004.000-030, 45-12-21-402-005.000-030

ZONING: NOT AVAILABLE

FLOOD NOTE: SUBJECT PROPERTY IS LOCATED IN ZONE "X". AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD OUTLINE. SEE MAP NO. 186990323E DATED 01/17/2012.

AS-BUILT SURVEY
IN SECTION XX,
TOWNSHIP XX SOUTH, RANGE XX EAST

FOR: SBA
SITE: SOUTHAHOR
SITE NO.: DN48587-A
ADDRESS: 8127 MERRILLVILLE ROAD
MERRILLVILLE, IN 46410
LAKE COUNTY



NATIONAL SURVEY SERVICES COORDINATOR BY:
GEOLINE SURVEYING, INC.
13430 E. 13th Ave., Suite A, Aurora, CO 80015
Phone: (303) 418-4500 Fax: (303) 412-8888
WWW.GEOLINEINC.COM

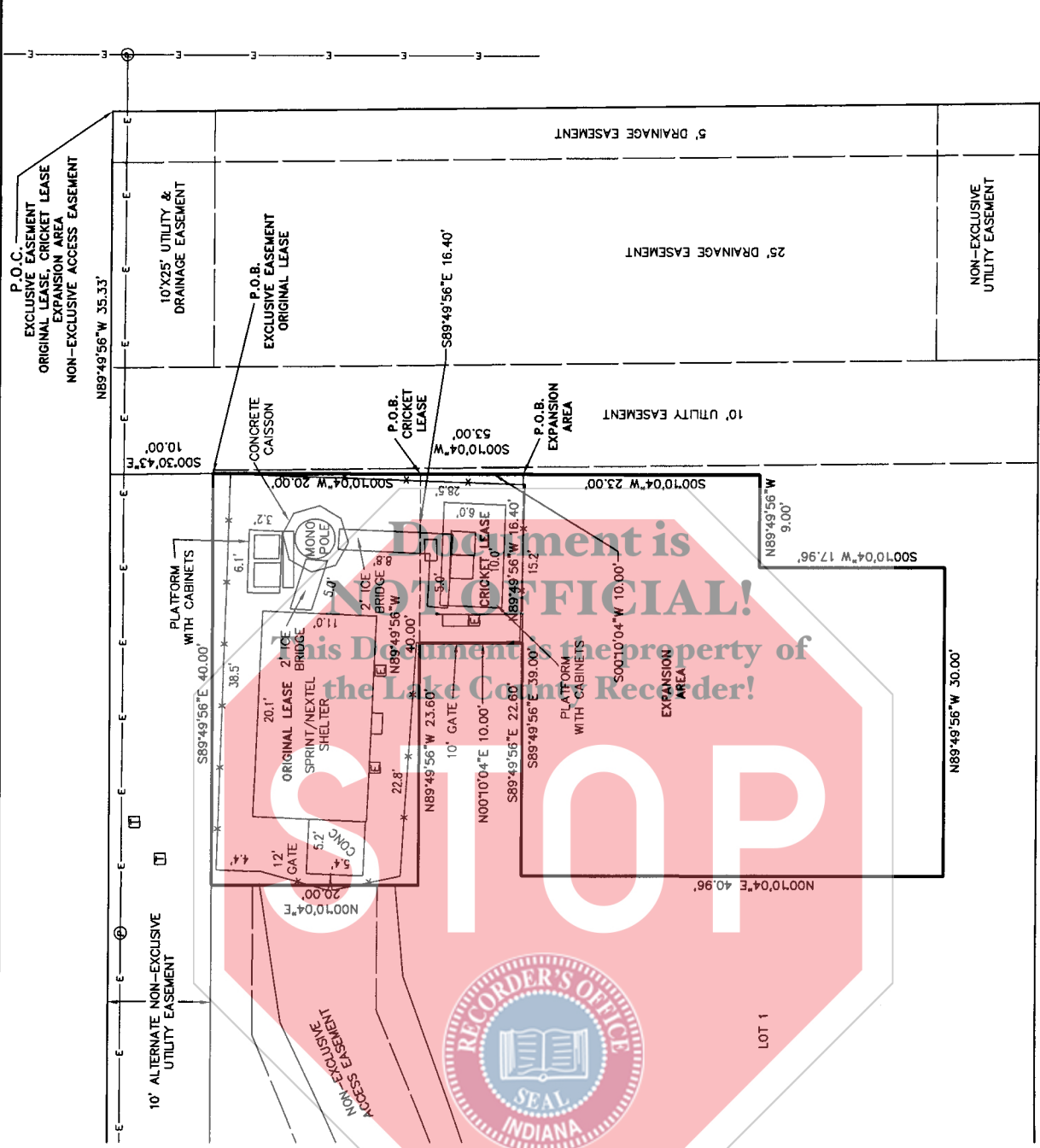
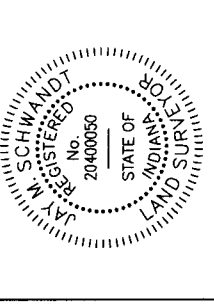
Survey & Mapping performed by:
Global Land Solutions
Solutions that work for you.
10000 E. 1st Ave., Suite 100, Rockford, Michigan 49341
(800) 694-6836
www.GlobalLandSolutions.com
Serving The Great Lakes Region

DRAWN BY: BK [CHECKED BY: JMS JOB # 142135
DATE: 10/2/2014

SURVEYOR'S NOTES
1. BASIS OF BEARING, ASSUMED S 89°49'56" E BEING THE NORTH LINE OF LOT 1 OF PARENT PARCEL.
2. NO SUBSURFACE 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. AT THE TIME OF THE SURVEY THERE WERE NO VISIBLE ENCROACHMENTS ONTO OR BEYOND THE SUBJECT PROPERTY.

SURVEYOR'S CERTIFICATION
I, HEREBY CERTIFY TO SBA 2013, TO ASSETS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 19186866, EFFECTIVE DATE JULY 15, 2014.

GLOBAL LAND SOLUTIONS
JAY M. SCHWANDT, P.S. JD
LAND SURVEYOR - INDIANA #20400050
Date: OCTOBER 2, 2014
Revision: #3



SCALE
1" = 10'
0' 10' 20'

LEGEND

- FOUND 5/8" IRON
- SET 5/8" IRON
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- ⊕ RIGHT OF WAY
- ⊙ POWER POLE
- ⊞ ELECTRIC TRANSFORMER BOX
- ⊞ ELECTRIC METER
- ⊞ TELEPHONE PEDESTAL
- ⊞ CABLE TV PEDESTAL
- ⊞ OVERHEAD ELECTRIC
- ⊞ FENCE

AREA TABLE	SQUARE FEET	ACRE
① PARENT PARCEL	206,907±	4.75±
② TOWER COMPOUND	859	0.02
③ EXCLUSIVE EASEMENT	2,400	0.05
④ ORIGINAL LEASE	800	0.02
⑤ CRICKET LEASE	164	0.004
⑥ EXPANSION AREA	1,436	0.03
⑦ NON-EXCLUSIVE ACCESS EASEMENT	15,868	0.36
⑧ ALTERNATE NON-EXCLUSIVE UTILITY EASEMENT	4,780	0.11

AS-BUILT SURVEY

IN SECTION XX,
TOWNSHIP XX SOUTH, RANGE XX EAST

FOR: SBA
SITE: SOUTHWEST
SITE NO.: IN46587-A
ADDRESS: 8127 MERRILLVILLE ROAD
MERRILLVILLE, IN 46410
LAKE COUNTY, IN

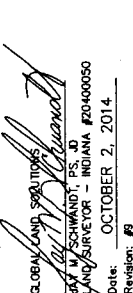


NATIONAL SURVEY SERVICES COORDINATION BY:
GEOLINE SURVEYING, INC.
14630 N. 14th Ave., Suite 100, Lake Park, FL 32615
(888) 414-8500 Fax: (888) 462-9886
WWW.GEOLINE.COM

Survey & Mapping Performed By:
Global Land SOLUTIONS
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5065 12 Mile Road NE Rockford, Michigan 49341
(800) 595-8836
www.GlobalLandSolutions.com
Serving The Great Lakes Region
DRAWN BY: TK [CHECKED BY: JMS JOB #142135

SURVEYOR'S NOTES
1. BASIS OF BEARING, ASSUMED S 89°49'56" E PARCEL.
2. NO SURFACE 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. AT THE TIME OF THE SURVEY THERE WERE NO VISIBLE ENCROACHMENTS ONTO OR BEYOND THE SUBJECT PROPERTY.

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. 19196866, EFFECTIVE DATE JULY 15, 2014.
GLOBAL LAND SOLUTIONS
JAY M. SCHWANDT, P.S. J
LAND SURVEYOR - INDIANA #20400050
Date: OCTOBER 2, 2014
Revision: #0



STATE OF INDIANA
LAND SURVEYOR
JAY M. SCHWANDT
REGISTERED
No. 20400050

EXCLUSIVE EASEMENT AREA DESCRIPTION: (AS SURVEYED)

ALL THAT PART OF LOTS 1 IN SOUTHLAKE PROFESSIONAL ADDITION, AN ADDITION TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 90, PAGE 12 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE N 89°49'56" W ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 35.33 FEET; THENCE S 00°30'43" E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE S 00°10'04" W A DISTANCE OF 53.00 FEET; THENCE N 89°49'56" W A DISTANCE OF 9.00 FEET; THENCE S 00°10'04" W A DISTANCE OF 17.96 FEET; THENCE N 89°49'56" W A DISTANCE OF 30.00 FEET; THENCE N 00°10'04" E A DISTANCE OF 40.96 FEET; THENCE S 89°49'56" E A DISTANCE OF 22.60 FEET; THENCE N 00°10'04" E A DISTANCE OF 40.96 FEET; THENCE S 89°49'56" E A DISTANCE OF 23.60 FEET; THENCE N 00°10'04" E A DISTANCE OF 20.00 FEET; THENCE S 89°49'56" E A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2,400 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.

ORIGINAL LEASE DESCRIPTION: (AS SURVEYED)

ALL THAT PART OF LOTS 1 IN SOUTHLAKE PROFESSIONAL ADDITION, AN ADDITION TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 90, PAGE 12 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE N 89°49'56" W ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 35.33 FEET; THENCE S 00°30'43" E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE S 00°10'04" W A DISTANCE OF 20.00 FEET; THENCE N 89°49'56" W A DISTANCE OF 10.00 FEET; THENCE N 00°10'04" E A DISTANCE OF 20.00 FEET; THENCE S 89°49'56" E A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 800 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

CRICKET LEASE DESCRIPTION: (AS SURVEYED)

ALL THAT PART OF LOTS 1 IN SOUTHLAKE PROFESSIONAL ADDITION, AN ADDITION TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 90, PAGE 12 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE N 89°49'56" W ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 35.33 FEET; THENCE S 00°30'43" E A DISTANCE OF 10.00 FEET; THENCE N 89°49'56" W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE S 00°10'04" W A DISTANCE OF 16.40 FEET; THENCE N 00°10'04" E A DISTANCE OF 10.00 FEET; THENCE S 89°49'56" E A DISTANCE OF 16.40 FEET TO THE POINT OF BEGINNING, CONTAINING 164 SQUARE FEET OR 0.004 ACRES, MORE OR LESS.

EXPANSION AREA DESCRIPTION: (AS SURVEYED)

ALL THAT PART OF LOTS 1 IN SOUTHLAKE PROFESSIONAL ADDITION, AN ADDITION TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 90, PAGE 12 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE N 89°49'56" W ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 35.33 FEET; THENCE S 00°30'43" E A DISTANCE OF 10.00 FEET; THENCE N 89°49'56" W A DISTANCE OF 20.00 FEET; THENCE S 00°10'04" W A DISTANCE OF 23.00 FEET; THENCE N 89°49'56" W A DISTANCE OF 9.00 FEET; THENCE S 00°10'04" W A DISTANCE OF 17.96 FEET; THENCE N 89°49'56" W A DISTANCE OF 30.00 FEET; THENCE S 89°49'56" E A DISTANCE OF 40.96 FEET TO THE POINT OF BEGINNING, CONTAINING 14,336 SQUARE FEET OR 0.33 ACRES, MORE OR LESS.

NON-EXCLUSIVE ACCESS EASEMENT AREA DESCRIPTION: (AS SURVEYED)

A PART OF THE LAND FOR A VARIABLE WIDTH NON-EXCLUSIVE ACCESS EASEMENT PURPOSES LOCATED WITHIN THAT PART OF LOT 1 IN SOUTHLAKE PROFESSIONAL ADDITION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 18, 2001 AS INSTRUMENT NO. 2001-028424, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE N 89°49'56" W ALONG THE NORTH LINE OF SAID LOT 1, 35.33 FEET; THENCE S 00°30'43" E, 10.00 FEET; THENCE N 89°49'56" W A DISTANCE OF 40.00 FEET; THENCE S 00°10'04" W, 4.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S 00°10'04" W, 12.25 FEET; THENCE N 89°49'56" W, 12.25 FEET; THENCE S 67°48'30" W, 110.85 FEET; THENCE S 14°18'28" W, 178.79 FEET; THENCE S 86°48'56" E, 61.29 FEET; THENCE S 14°42'58" W, 25.52 FEET; THENCE N 86°48'56" W, 127.09 FEET; THENCE N 75°34'06" W, 229.89 FEET; THENCE S 14°25'54" W, 21.00 FEET; THENCE N 75°34'06" W, 36.14 FEET TO THE EASTELY RIGHT-OF-WAY LINE OF MERRILLVILLE ROAD; THENCE N 14°49'00" E ALONG SAID RIGHT-OF-WAY LINE, 90.00 FEET; THENCE S 75°34'06" E A DISTANCE OF 35.54 FEET; THENCE S 14°25'54" W, 44.00 FEET; THENCE S 75°34'06" E, 227.43 FEET; THENCE S 86°48'56" E, 56.21 FEET; THENCE N 14°18'28" W, 185.19 FEET; THENCE N 67°48'30" E, 119.27 FEET; THENCE S 89°49'56" E, 14.64 FEET TO THE POINT OF BEGINNING, CONTAINING 15,868 SQUARE FEET OR 0.36 ACRES, MORE OR LESS.

SCHEDULE B SECTION II ITEMS EXCEPTIONS REVIEWED FROM FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 19196866, EFFECTIVE DATE OF JULY 15, 2014.

ITEMS 1 THROUGH 7, NOT SURVEY RELATED.

Plot recorded in Plat Book 90, Page 12. AFFECTS, SHOWN HEREON.
INTENTIONALLY DELETED.

Terms and conditions of Memorandum of Agreement dated 12/14/2000 by and between DR Venture I, LLC, an Indiana limited liability company, as Landlord/Lessor, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Tenant/Lessee, recorded on 02/16/2001 in Instrument No. 2001 011568; Unrecorded Amendment No. 1 dated 06/04/2001; Assignment and Assumption of Ground Lease to TowerCo Assets LLC, a Delaware limited liability company, recorded on 01/26/2009 in Instrument No. 2009 004602. AFFECTS, SHOWN HEREON.

Terms and conditions of Memorandum of Agreement dated 06/04/2001 by and between DR Venture I, LLC, an Indiana limited liability company, as Landlord/Lessor, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Tenant/Lessee, recorded on 12/14/2001 in Instrument No. 2001 047662. AFFECTS, SHOWN HEREON.

Terms and conditions of Memorandum of Lease by and between DR Venture I, LLC, an Indiana limited liability company, as Landlord/Lessor, and Cancer Health Associates, P.C., an Indiana professional corporation, as Tenant/Lessee, recorded on 07/09/2002 in Instrument No. 2002 060883. AFFECTS, SHOWN HEREON.

ITEM 13, NOT SURVEY RELATED.

Terms and conditions of Memorandum of Site Lease Acknowledgment dated 09/05/2008 by and between Nextel West Corp., a Delaware corporation, as Landlord/Lessor, and Denali Spectrum Operations, LLC, a Delaware limited liability corporation, as Tenant/Lessee, recorded on 10/24/2008 in Instrument No. 2008 073334. AFFECTS, SHOWN HEREON.

Terms and conditions of Memorandum of Lease by and between Southlake Professional Plaza, LLC, an Illinois limited liability company, as Landlord/Lessor, and Denali Spectrum Operations, LLC, a Delaware limited liability company, as Tenant/Lessee, recorded on 08/13/2008 in Instrument No. 2008 057899. AFFECTS; NO PLOTTABLE INFORMATION; NOT SHOWN HEREON.

Terms and conditions of Unrecorded Master Lease Agreement dated 09/23/2008 by and between TowerCo Assets, LLC (Landlord) and Nextel West Corp. (Tenant); Unrecorded First Amendment dated 09/21/2011. AFFECTS, SHOWN HEREON.

ITEM 17, NOT SURVEY RELATED.

ALTERNATE NON-EXCLUSIVE UTILITY EASEMENT DESCRIPTION: (AS SURVEYED)

A 10.00 FOOT WIDE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER AND ACROSS ALL THAT PART OF LOT 1 OF SOUTHLAKE PROFESSIONAL ADDITION, AN ADDITION TO THE TOWN OF MERRILLVILLE, RECORDED IN PLAT BOOK 90, PAGE 12 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBE AS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING THE POINT OF BEGINNING; THENCE S 89°49'56" E ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 476.60 FEET; THENCE S 00°30'43" E A DISTANCE OF 10.00 FEET; THENCE N 89°49'56" W A DISTANCE OF 479.33 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE N 14°49'00" E ALONG SAID WEST LOT LINE A DISTANCE OF 10.34 FEET TO THE POINT OF BEGINNING, CONTAINING 4,780 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.

AREA TABLE	SQUARE FEET	ACRE
1 PARENT PARCEL	206,907±	4.75±
2 TOWER COMPOUND	859	0.02
3 EXCLUSIVE EASEMENT	2,400	0.05
4 ORIGINAL LEASE	800	0.02
5 CRICKET LEASE	164	0.004
6 EXPANSION AREA	1,436	0.03
7 NON-EXCLUSIVE ACCESS EASEMENT	15,868	0.36
8 ALTERNATE NON-EXCLUSIVE UTILITY EASEMENT	4,780	0.11