

GINA PIMENTEL
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2021-030846

8:32 AM 2021 Apr 8

Record and Return to:
TitleVest Agency, Inc.
Joseph Mangus
110 E. 42nd Street, 10th Floor
New York, NY 10017
File: TIN765627

CROSS-REFERENCE PURSUANT TO IC § 32-23-2-5:

The real property on or within which the easement created hereunder is not located within a platted subdivision.

The deed by which the real property on or within which the easement is located was most recently transferred is recorded as Instrument No. 2021-017641 in the Office of the Recorder of Lake County, Indiana.

WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT

THIS WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT ("Agreement") is made as of the VI day of March, 2021 ("Effective Date"), by and between Janowsky Enterprises, LLC, an Indiana limited liability company whose address is 153 Shorewood Drive, Valparaiso, Indiana 46385 ("Site Owner") and Digit 1 Unison US Acquisitions, LLC, a Delaware limited liability company, whose address is c/o Tiger Infrastructure, 717 5th Avenue, 12th Floor, New York, NY 10022 ("Grantee"). All references hereafter to "Grantee" and "Site Owner" shall include their respective heirs, successors, personal representatives, lessees, licensees, and assigns (Grantee and Site Owner, collectively, "Parties").

RECITALS

WHEREAS, Site Owner is the owner of that certain property (the "Property") located in the City of Lowell, and County of Lake, in the State of Indiana, having a street address of 40409 W 157th Street, Lowell, IN 46356 and which Property is more particularly described on Exhibit A attached hereto.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which Site Owner does hereby acknowledge and grant Grantee full discharge and acquittance therefor, Site Owner and Grantee agree to the following:

1. Grant of Easement.

(a) Site Owner grants, bargains, sells, transfers and conveys to Grantee:

(i) an exclusive easement in, to, under and over the portion of the Property substantially as shown and/or described on Exhibit B-1 ("Communication Easement") for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation, and removal of towers, antennas, buildings, fences, gates, generators, and related facilities (collectively, "Facilities") and any related activities and uses including those necessary for Grantee to comply with its obligations under the agreements listed on Exhibit C ("Existing Agreements") together with the right to enter the Property and access the Easements described below, without notice to Site Owner, twenty-four (24) hours a day, seven (7) days a week, as may be required in connection with the activities and uses described in this Agreement, and

FILED

APR 07 2021

JOHN E. PETALAS
LAKE COUNTY AUDITOR

25 cc
Clerk 130759475
JK

NOT AN OFFICIAL DOCUMENT

- (ii) a non-exclusive easement in, to, under, and over portions of the Property substantially as shown and/or described on Exhibit B-2 ("Access and Utility Easements," Communication Easement and Access and Utility Easements, collectively "Easements") for ingress and egress to and from the Communication Easement and a publicly dedicated roadway, and for the installation, repair, replacement, improvement, maintenance, and any related activities and uses.
- (b) The Parties agree that the Communication Easement includes, without limitation, (i) the portion of the Property leased by Site Owner under the Existing Agreements, and (ii) the portion of the Property upon which any Facilities are located on the Effective Date.
2. Assignment of Existing Agreements. Site Owner transfers and assigns to Grantee, as of the Effective Date, all of its right, title, and interest in, to, and under the Existing Agreements, including without limitation, all rents, security deposits, and other monies due the Site Owner specified therein. The Parties intend that this Agreement serve as an absolute assignment and transfer to Grantee of all rents and other monies due to Site Owner pursuant to the Existing Agreements. Grantee assumes the obligations and liabilities of Site Owner under the Existing Agreements only to the extent that such obligations and liabilities accrue on or after the Effective Date and are not the responsibility of the Site Owner pursuant to the terms of this Agreement.
3. Use of Easements. Consistent with the uses set forth in Section 1 above, Grantee shall have the right to lease, license, transfer, or assign, in whole or in part, or permit the use of the Easements and its rights under this Agreement to any third parties, including communication service providers, tower operators, lessees and licensees under the Existing Agreements, and the affiliates, agents, contractors, invitees, and employees of Grantee and its lessees and licensees (collectively, "Customers").
4. Term. This Agreement and the Easements shall be perpetual commencing on the Effective Date. Notwithstanding the foregoing, in the event Grantee and Customers voluntarily cease to use the Easements (as defined in Section 1) for a period of more than five years (for reasons other than casualty, condemnation, or Act of God), the Easements shall be deemed surrendered. Grantee may surrender the Easements for any reason or at any time by giving thirty (30) day notice to Site Owner. Upon surrender, this Agreement shall be terminated, and Grantee and Site Owner shall execute and record such documents reasonably required to terminate the Easements. This Agreement may not be terminated by Site Owner.
5. Improvements; Utilities. Grantee and its Customers, may, at their discretion and expense, construct such improvements in, to, under, and over the Easements, consistent with the uses specified in Section 1, all of which shall be deemed part of the Facilities. The Facilities shall remain the property of Grantee and its Customers, as applicable, and Site Owner shall possess no right, title, or interest therein. In the event that utilities necessary to serve the Facilities cannot be installed within the Easements, Site Owner agrees to cooperate (at no cost to Site Owner) with Grantee and to act reasonably and in good faith in granting Grantee the right to locate such utilities on the Property without requiring the payment of additional fees. If necessary, Site Owner shall, upon Grantee's request, execute and record a separate written easement with Grantee or the utility company to reflect such right. Site Owner hereby irrevocably constitutes and appoints Grantee as its true and lawful attorney-in-fact, with full power of substitution and re-substitution, to apply for and obtain any and all licenses, permits, consents, and approvals which may be required in connection with the use of the Easements by Grantee and as necessary to comply with applicable laws, statutes, and regulations.
6. Taxes. Site Owner acknowledges that a portion of the purchase price delivered by Grantee to Site Owner is for and in consideration of the continuing obligation of Site Owner to pay, on or before the due date, all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes, and all other fees and assessments, regardless of the taxing method (the "Taxes") attributable to the Property, this Agreement, and the Easements. Without limiting the foregoing, except to the extent Taxes are the obligation of tenants under the Existing Agreements, Site Owner shall be solely responsible for the payment of such Taxes. Within ten (10) days of receiving a request from Grantee, Site Owner shall furnish to Grantee a copy of each bill for any such Taxes and evidence of Site Owner's payment of such bill. In the event that Site Owner fails to pay any Taxes when due, Grantee shall have the right, but not the obligation, to pay such Taxes on behalf of Site Owner. Site Owner shall reimburse Grantee for the full amount of such Taxes paid by Grantee on Site Owner's behalf within five (5) business days of Site Owner's receipt of an invoice from Grantee.

NOT AN OFFICIAL DOCUMENT

7. **Property Maintenance and Access.** Except to the extent maintenance is the obligation of any tenants under any Existing Agreements, Site Owner shall be solely responsible for the maintenance of the Property. Site Owner agrees to provide Grantee and its Customers access to and from the Easements consistent with the grant of the Easements set forth in Section 1 above, twenty-four (24) hours a day, seven (7) days a week.

8. **Representations; Other Covenants of Site Owner.** Site Owner represents, warrants and agrees that: (a) it is the legal owner of indefeasible and marketable title to the Property with the right, power, and authority to enter into this Agreement and to grant the Easements to Grantee, and any consents and authorizations required in connection with the execution and delivery of this Agreement have been obtained; (b) except for the Existing Agreements and as disclosed on Exhibit D, no leases, mortgages, deeds of trust, or other encumbrances affect the Property as of the Effective Date; (c) Site Owner will comply with all governmental laws, rules, and regulations applicable to the Property; (d) Site Owner has delivered to Grantee true, correct, and complete copies of the Existing Agreements, and, to Site Owner's best knowledge, no party is in default of any of their respective obligations under the Existing Agreements; (e) no party under the Existing Agreements has advised of any intention to exercise, nor have they exercised, any right of early termination set forth in its Existing Agreements, and further, no party has requested a reduction in the rental amount or escalator due under the Existing Agreements, except in conjunction with an offer to buy a perpetual easement; (f) Site Owner has no past or current claims for utilities, taxes, or other charges against tenants under the Existing Agreement; (g) Site Owner hereby waives all claims against said tenants and Grantee for reimbursement of any future charges or expenses paid by Site Owner on behalf of Grantee or said tenants unless Site Owner forwards evidence of the charge or expense and payment thereof for reimbursement within three (3) months of the date incurred; (h) as of the Effective Date, Site Owner shall not, without the prior written consent of Grantee, amend or modify the Existing Agreements in any respect or exercise any rights granted by Site Owner to Grantee under this Agreement, including, without limitation, any and all rights and remedies of Site Owner under the Existing Agreements; (i) notwithstanding anything to the contrary in this Agreement, Site Owner shall comply with all obligations of the lessor under the Existing Agreements which relate to the use, ownership, and operation of the Property; and (j) Site Owner shall not use nor permit its affiliates, licensees, invitees, or agents to use any portion of the Property either directly, indirectly, or by action or inaction, in a manner which could result in default of the Existing Agreements or otherwise interfere with the operations of Grantee or any Customers.

9. **Environmental Covenants and Indemnity.** Site Owner represents that it has not permitted or engaged in the use, storage, and has no actual knowledge of, any substance, chemical or waste (collectively "Substance") located on, under, or about the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state, or local law or regulation. Neither Site Owner nor Grantee will introduce or use any such Substance on, under or about the Property in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Property, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Property by Site Owner or, to Site Owner's actual knowledge, by any prior owner or user of the Property. Site Owner and Grantee shall each defend, indemnify, protect, and hold the other party 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 Substance on, under, or about the Property caused by the acts, omissions, or negligence of the indemnifying party and their respective agents, contractors, and employees. The foregoing indemnity shall survive any termination of this Agreement.

10. **General Indemnity.** In addition to the Environmental Indemnity set forth above, Site Owner and Grantee shall each defend, indemnify, protect, and hold the other harmless against any and all costs (including reasonable attorney's fees) and all claims of liability or loss arising (a) due to the breach of any representation, warranty, or covenant of such indemnifying party set forth herein; and (b) out of the use or occupancy of the Property and Easements by the indemnifying party. This indemnity shall not apply to any claims to the extent arising from the gross negligence or intentional misconduct of the indemnified party.

11. **Assignment; Secured Parties.** Grantee has the unrestricted right to assign, mortgage, or grant a security interest in all of Grantee's interest in and to this Agreement and the Easements, and may assign this Agreement and the Easements to any such assignees, mortgages, or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties"). Site Owner agrees to notify Grantee and Secured Parties (provided Grantee has given Site Owner notice and contact information of Secured Parties) simultaneously of any default by Grantee and

NOT AN OFFICIAL DOCUMENT

give Secured Parties the same right to cure any default. If a termination, disaffirmation, or rejection of this Agreement shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), Site Owner will notify Secured Parties (provided Grantee has given Site Owner notice and contact information of Secured Parties) promptly and Site Owner shall enter into a new easement agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to Grantee's interest under this Agreement, such Secured Party shall have no obligation to cure and no liability for any defaults of Grantee accruing prior to the date that such Secured Party succeeds to such interest. Site Owner will enter into modifications of this Agreement reasonably requested by any Secured Party. Site Owner hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Easements and/or the Facilities or any portion thereof.

12. Estoppel Certificate. At any time during the term hereof, each party shall have the right to deliver to the other a statement of such party certifying: (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the best knowledge of the responding party, the requesting party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each such default; (iii) that there are no amounts due to the responding party from the requesting party; and (iv) any other information reasonably requested concerning this Agreement (the "Estoppel Certificate"). In the event the responding party fails to dispute the Estoppel Certificate by delivery to the requesting party of a notice specifying the nature and circumstances of any matter in the Estoppel Certificate that is disputed by the responding party within ten (10) days of receipt of the Estoppel Certificate, then all matters specified in the Estoppel Certificate shall be deemed true and correct, and the Estoppel Certificate shall thereafter be binding on the Parties; Secured Party or any party designated by the requesting party, and all of such parties may thereafter rely on the Estoppel Certificate as a conclusive statement of fact by the responding party as to the matters set forth therein.

13. Additional Customers. It is the intent of the Parties to encourage the addition of Customers to the Property throughout and after the term hereof. Site Owner hereby irrevocably constitutes and appoints Grantee as its true and lawful attorney-in-fact with full power of substitution and re-substitution to negotiate and consummate leases, licenses, and other agreements of use with Customers having a duration beyond the term of this Agreement. Site Owner ratifies and acknowledges the right of Grantee to enter into such agreements, and the Property and Site Owner will be bound by such agreements throughout and after the termination of this Agreement for any reason. Site Owner agrees that it shall not, directly or indirectly, divert or solicit the business of any of Grantee's Customers on behalf of itself or on behalf of any third party. Grantee shall have a right of first refusal to acquire, on the same terms and conditions offered by or to a third party, any interest in the Property or any portion thereof being transferred by Site Owner for wireless communication purposes such as described in Section 1 above. Site Owner shall, prior to granting or transferring such interest, notify Grantee with a copy of the offer including the price and terms thereof. The foregoing is a continuing right in favor of Grantee and shall not be extinguished by Grantee's exercise or non-exercise of such right on one or more occasions. Upon the grant or transfer of the Property, or any portion thereof, to a third party, Site Owner shall immediately notify Grantee in writing of such grant or transfer, with the name and address of the purchaser.

14. Condemnation. 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 Easements so taken, business dislocation expenses, and any other award or compensation to which Grantee may be legally entitled. Site Owner hereby assigns to Grantee any such claims and agrees that any claims made by Site Owner will not reduce the claims made by Grantee.

15. Covenant Running with the Land. The provisions of and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs, and assigns as their interests may appear.

16. Dispute Resolution.

(a) If Grantee fails to perform any of its obligations under this Agreement, Site Owner agrees to notify Grantee and any Secured Parties, provided Grantee has given Site Owner notice and contact information of Secured Parties, in writing of any default by Grantee, and to give Grantee and/or any Secured Parties the right to cure any default within a period of not less than sixty (60) days from Grantee's receipt of the written default notice. If Grantee or any Secured Parties shall fail to cure any default in accordance with this Section, Site Owner agrees that its only remedies for such default shall be specific performance or damages. Any and all damages for which Site Owner

NOT AN OFFICIAL DOCUMENT

may be compensated is limited to the actual damages of Site Owner and Grantee's liability shall be limited to its interest in the Property. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by Grantee or its Customers, Grantee shall have the right to seek injunctive relief, without the necessity of posting a bond.

(b) Except as set forth in Section 16(a), in the event of any dispute arising out of this Agreement, the following dispute resolution process shall be followed: (i) upon a party's written notice of dispute to the other party, authorized representatives of the Site Owner and Grantee shall, through a good faith negotiation, attempt to settle a written resolution within thirty (30) days, and (ii) if such negotiation attempts fail, the dispute shall be submitted by the parties to a mutually agreed upon arbitrator for a binding and final arbitration decision in accordance with the rules of the American Arbitration Association ("AAA") and using the Federal Rules of Evidence and Civil Procedure. In the event the parties are unable to mutually agree to an arbitrator, each party shall select their own arbitrator, and each such arbitrator shall thereafter mutually agree on a third arbitrator, and the majority decision by all such arbitrators shall be final and binding on the parties. Each party shall pay one-half of all arbitrator professional fees and the prevailing party, in any proceedings under this Section 16, shall be entitled to recover all costs incurred in connection therewith, including reasonable legal fees.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) business day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Site Owner and Grantee set forth herein. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

18. Miscellaneous. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Site Owner and Grantee with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State in which the Property is located; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable here from and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) upon the request of Grantee, Site Owner shall execute a Memorandum of this Agreement and such plats or surveys as deemed reasonably necessary by Grantee for recordation in the public records of the County in which the Property is located; (f) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (g) Site Owner acknowledges that Grantee has not provided any legal or tax advice to Site Owner in connection with the execution of this instrument; and (h) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[SIGNATURE PAGES FOLLOW]

NOT AN OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

GRANTEE:

DIGITAL UNISON US ACQUISITIONS, LLC,
a Delaware limited liability company

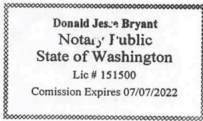
By: 
Name: Sue-Hyung Shin
Title: Managing Director

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On this 11 day of March, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sue-Hyung Shin, to me personally known, who being by me duly sworn did say that he is the Managing Director of said Digital Unison US Acquisitions, LLC; that no seal has been procured by the said limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its Manager and/or Members, and the said Managing Director acknowledged the execution of said instrument to be the free act and deed of said limited liability company, by it and by him voluntarily executed.

Notary Public in and for said County and State

Donald Jesse Bryant



NOT AN OFFICIAL DOCUMENT

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, BEING THAT 0.23 ACRE, MORE OR LESS, PARCEL SURVEYED BY KENNETH GEMBALA, INDIANA PROFESSIONAL SURVEYOR NUMBER S0568 AND SHOWN ON A PLAT OF SURVEY CERTIFIED ON FEBRUARY 5, 2021 AS ABONMARCHE CONSULTANTS, INC. JOB NUMBER 21-0130, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A 1-1/2" NCH DIAMETER PIPE MARKING THE NORTHWEST CORNER OF PARCEL DESCRIBED IN INSTRUMENT NO. 95002656 (HEREINAFTER REFERRED TO AS PARENT TRACT) (DESCRIBED IN SAID INSTRUMENT 95002656 AS THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE HIGHWAY), SAID POINT OF COMMENCEMENT LYING ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41; THENCE SOUTH 00 DEGREES 47 MINUTES 31 SECONDS EAST (BASIS OF BEARINGS IS INDIANA WEST STATE PLANE COORDINATES) ALONG SAID RIGHT-OF-WAY LINE, BEING ALSO THE WEST LINE OF SAID PARENT TRACT, 379.56 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 55 SECONDS EAST, 169.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 22 MINUTES 55 SECONDS EAST 100.00 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 05 SECONDS EAST 100.00 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 55 SECONDS WEST 100.00 FEET; THENCE NORTH 00 DEGREES 37 MINUTES 05 SECONDS WEST 100.00 FEET TO THE POINT OF BEGINNING, ALL IN THE COUNTY OF LAKE, STATE OF INDIANA.

NOT AN OFFICIAL DOCUMENT

EXHIBIT B-1

COMMUNICATION EASEMENT

The portion of the Property leased by Site Owner under the Existing Agreements or on which any Facilities exist on the date of this Agreement, and the portion of the Property described as follows:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, BEING THAT 0.23 ACRE, MORE OR LESS, PARCEL SURVEYED BY KENNETH GEMBALA, INDIANA PROFESSIONAL SURVEYOR NUMBER S0568 AND SHOWN ON A PLAT OF SURVEY CERTIFIED ON FEBRUARY 5, 2021 AS ABONMARCHE CONSULTANTS, INC. JOB NUMBER 21-0130, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A 1-1 NCH DIAMETER PIPE MARKING THE NORTHWEST CORNER OF PARCEL DESCRIBED IN INSTRUMENT NO. 95002656 (HEREINAFTER REFERRED TO AS PARENT TRACT) (DESCRIBED IN SAID INSTRUMENT 95002656 AS THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE HIGHWAY), SAID POINT OF COMMENCEMENT LYING ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41; THENCE SOUTH 00 DEGREES 47 MINUTES 31 SECONDS EAST (BASIS OF BEARINGS IS INDIANA WEST STATE PLANE COORDINATES) ALONG SAID RIGHT-OF-WAY LINE, BEING ALSO THE WEST LINE OF SAID PARENT TRACT, 379.56 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 55 SECONDS EAST, 169.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 22 MINUTES 55 SECONDS EAST 100.00 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 05 SECONDS EAST 100.00 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 55 SECONDS WEST 100.00 FEET; THENCE NORTH 00 DEGREES 37 MINUTES 05 SECONDS WEST 100.00 FEET TO THE POINT OF BEGINNING, ALL IN THE COUNTY OF LAKE, STATE OF INDIANA.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

NOT AN OFFICIAL DOCUMENT

EXHIBIT B-2

ACCESS AND UTILITY EASEMENTS

That portion of the Property provided by Site Owner under the Existing Agreements for access and utilities, including the following:

All rights of ingress and egress across the Property to and from the Communication Easement providing access to a publicly dedicated roadway, including but not limited to 157th Street, along with the right to use said ingress/egress easement for the development, repair, maintenance, and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses.

Together with access and utilities easements in accordance with that certain Lease Agreement dated January 22, 2002 by and between Janowsky Family Limited Partnership, an Indiana limited partnership, as lessor, and Crown Castle G Company, LLC, a Delaware limited liability company, as lessee, as evidenced by that certain Memorandum of Lease Agreement by the aforesaid parties, recorded on September 19, 2002 as Document No. 2002-084170 in Official Records of Lake County, Indiana, and as amended by that certain Amendment to Lease Agreement dated February 21, 2003 by and between said lessor and Chicago SMSA limited partnership, an Illinois limited partnership d/b/a Verizon Wireless, successor-in-interest to lessee.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

NOT AN OFFICIAL DOCUMENT

EXHIBIT C

EXISTING AGREEMENTS

Site Owner assigns and transfers to Grantee, as of the effective date herein, all of its right, title, and interest in, to, and under any existing wireless lease or license agreements, and any amendments, modifications, and assignments thereof affecting any portion of the Property, including, without limitation, the following:

That certain Lease Agreement dated January 22, 2002 by and between Janowsky Family Limited Partnership, an Indiana limited partnership, as lessor, and Crown Castle GT Company, LLC, a Delaware limited liability company, as lessee, as evidenced by that certain Memorandum of Lease Agreement by the aforesaid parties, recorded on September 19, 2002 as Document No. 2002-084170 in Official Records of Lake County, Indiana, as amended by that certain Amendment to Lease Agreement dated February 21, 2003 by and between said lessor and Chicago SMSA limited partnership, an Illinois limited partnership d/b/a Verizon Wireless, successor in interest to lessee.

Site Owner hereby authorizes Grantee to replace this Exhibit C if information becomes available to more accurately describe the agreement(s) listed above, and upon delivery to Site Owner, such revised Exhibit C shall be deemed to be the final agreement between the Parties with respect to this Exhibit.

NOT AN OFFICIAL DOCUMENT

EXHIBIT D

TITLE ENCUMBRANCES

"None"

Property of Lake County Recorder