

Prepared by:
Parker Poe Adams & Bernstein LLP
P.O. Box 389
Raleigh, NC 27602

Return to:

Parcel ID: 2763-02-3767

EXCISE TAX: \$850.00

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

Facilities: 813246
Street Address: 6950 Rhodiss Road
City: Connelly Springs
County: Burke
State: North Carolina

between

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

and

JAMES I. ELDERMAN, Trustee and Settlor of the JAMES I. ELDERMAN SEPARATE TRUST under the JAMES I. ELDERMAN and DORIS T. ELDERMAN DECLARATION OF TRUST DATED JANUARY 6, 2011 ("Grantor")

BU 813246
Berea-H. Decker 189-015
PPAB 11331566v2

submitted electronically by "Auro Solutions, LLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Burke County Register of Deeds.

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (the "Easement") is dated as of the date of Lessor's signature, and made effective as of the date of the last party to sign ("Effective Date") by and between JAMES I. ELDERMAN, Trustee and Settlor of the JAMES I. ELDERMAN SEPARATE TRUST under the JAMES I. ELDERMAN and DORIS T. ELDERMAN DECLARATION OF TRUST DATED JANUARY 6, 2011 ("Grantor"), and GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company ("GSA IV").

1. **Description of Grantor's Property.** Grantor is the owner of that certain land and premises in Burke County, North Carolina. The description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. **Description of Easement.**

(a) For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto GSA IV, its successors and assigns, forever, an exclusive easement for the use of a 2,400 square feet portion of Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown as the "Tower Easement" on Exhibit "B" and described as the "Tower Easement" by metes and bounds in Exhibit "C" attached hereto. Grantor also grants to GSA IV, its successors and assigns, as part of this Easement, an exclusive right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a twenty (20) foot wide right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, fiber, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly shown as the "Access/Utility Easement" on Exhibit "B" and described as the "Access/Utility Easement" by metes and bounds in Exhibit "C" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). In the event a public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in a form satisfactory to GSA IV, to GSA IV or at GSA IV's request, directly to a public utility, at no cost and in a location acceptable to GSA IV (the "Additional Utility Easement"). For any such Additional Utility Easement to be effective, such easement shall be recorded in the Burke County Register of Deeds. Also, Grantor hereby grants to GSA IV, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in GSA IV's discretion (the "Maintenance Easement"), for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below) including storing and staging of equipment and materials on a temporary basis during periods of construction. The Maintenance Easement shall be utilized in a manner to minimize disruption to the Grantor, and GSA IV shall restore the Maintenance Easement to its original condition following its use by GSA IV.

(b) In the event access to Grantor's Property via the Access Easement from the public right of way of Rhodhiss Road as shown and described on Exhibit "B" and Exhibit "C" attached hereto is restricted or inhibited, Grantor agrees that GSA IV may relocate its access (as well as any utilities GSA IV may desire to be relocated) to a route leading from the area shown and described as the "Tower Easement" to the public right of way of US Highway 70. Grantor agrees that the attached right of relocation is a covenant running with the land and any interest Grantor may grant

in Grantor's Property shall be subject to such covenant, but that Grantor shall also include reference to same in any such future interest granted in Grantor's Property to ensure any future grantee or transferee has notice of such right and covenant granted to GSA IV herein.

3. **Easement Area.** The Easement Area shall be used for (i) constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, fencing, cabinets, meter boards, buildings, antennas, cables, fiber, and equipment and (ii) uses incidental thereto, including without limitation, testing of any kind, and equipment to accommodate new technologies or future innovations for GSA IV's use and the use of its lessees, licensees, invitees, and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that GSA IV's communications facilities shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by GSA IV on the Easement Area which are consistent with the Permitted Use. If requested by GSA IV, Grantor will execute, at GSA IV's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by GSA IV in GSA IV's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by GSA IV. In furtherance of the foregoing, Grantor hereby appoints GSA IV as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

4. **Term of Easement.** This Easement and the rights and privileges granted hereunder shall commence and be vested on the Effective Date and extend until terminated in accordance with the terms herein.

5. **Abandonment.** If GSA IV abandons the Easement Area, and it remains abandoned for a period in excess of five (5) years, Grantor may terminate this Easement only after first providing written notice to GSA IV and giving GSA IV the opportunity to reclaim the Easement Area within ninety (90) days of receipt of said written notice. In the event GSA IV fails to reclaim the Easement Area within the ninety (90) day period, Grantor may thereafter terminate the Agreement by providing written notice of termination to GSA IV. Limited or partial use of the Easement Area by GSA IV or any users shall not be deemed a surrender or abandonment of the Easement Area or any unused portion thereof, nor prevent GSA IV from benefiting from the full use and enjoyment of the entirety of the Easement Area. Upon termination of this Easement, this Easement shall become null and void and all of the parties shall have no further obligations to each other. Upon termination of this Easement, GSA IV shall, within one hundred twenty (120) days from the date of such termination, remove its building(s), tower and all above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

6. **Hazardous Materials.**

(a) GSA IV shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not

sanctioned by law. In all events, GSA IV shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the presence or release of any Hazardous Materials on the Easement Area if caused by GSA IV or persons acting under GSA IV. GSA IV shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning GSA IV's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

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

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

7. **Insurance.** At all times, GSA IV, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction over the operation of GSA IV's business upon the Easement Area. At a minimum, said insurance shall include Commercial General Liability coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and shall name Grantor as an additional insured on the policy. The required limits recited herein may be met by primary and excess or umbrella policies covering other locations. GSA IV shall provide Grantor with a copy of the certificate of insurance evidencing this insurance coverage following Grantor's written request, but not more than once per calendar year.

8. **Removal of Obstructions.** GSA IV has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to GSA IV's use of the Easement Area.

9. **Assignment of Lease Agreement.** The parties hereby acknowledge that certain Option and Lease Agreement dated December 15, 1995, originally by and between Gearon & Co., Inc., a Georgia corporation, as lessee, and Harold Decker and Polly Ann Decker, as lessor (as amended or assigned, the "Lease Agreement"), as evidenced by that Memorandum of Lease and Amendment to Lease last executed on July 2, 1996, recorded in Book 865, Page 1091 in the Registry. The Lease Agreement was amended by (a) that Memorandum of Lease and Amendment to Lease last executed on December 10, 1997; and (b) that Third Amendment to Option and Lease Agreement dated February 23, 2011, a memorandum of which is recorded in Book 1955, Page 102 in the Registry. Grantor hereby assigns to GSA IV all of Grantor's right, title and interest in the Lease Agreement, including but not limited to, the right to amend the Lease Agreement: (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area; and/or (iii) in any other manner deemed necessary by GSA IV, but at all times subject to and limited by the terms and conditions of this Easement. GSA IV hereby indemnifies and agrees to hold Grantor harmless of and from any and all claims, actions and damages (including court costs and reasonable attorneys' fees) arising after the date of this Easement and brought against or suffered by Grantor by reason of any default, or breach by GSA IV, of the obligations imposed upon GSA IV as the successor to Grantor under the Lease Agreement by virtue of this Easement. Grantor hereby indemnifies and agrees to hold GSA IV harmless of and from any and all claims, actions and damages (including court costs and reasonable attorneys' fees) brought against or suffered by GSA IV by reason of any default, or breach by Grantor of the obligations imposed under the Lease Agreement arising from actions or occurrences that occurred on or before the date of this Easement. If necessary for recording or if requested by GSA IV in its sole discretion, this section shall be removed from this Easement and the parties will execute a separate Assignment of Lease Agreement to be prepared on GSA IV's standard form."

10. **Right of First Refusal.** If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, GSA IV shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If GSA IV fails to meet such bona fide offer within thirty (30) days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and GSA IV's rights hereunder. If GSA IV fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and GSA IV's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property.

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

GSA IV in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, GSA IV may, at its option, pay such real estate taxes (the "Delinquent Taxes") and GSA IV shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of 12% per annum (calculated from the date GSA IV pays the Delinquent Taxes until Grantor repays such sums due to GSA IV) and shall have a lien against Grantor's Property with respect thereto. Notwithstanding any language in this section to the contrary, GSA IV shall not be obligated to reimburse the Grantor for any applicable taxes unless Grantor requests such reimbursement within one (1) year after the date such taxes became due.

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

13. Enforcement.

(a) In the event Grantor fails to cure any violation of the terms of this Easement within thirty (30) days after written notice from GSA IV, GSA IV shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in GSA IV's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by GSA IV as a result of such violation (including, without limitation, GSA IV's reasonable attorneys' fees). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

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

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

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

16. **Grantor's Covenant of Title.** Grantor covenants (a) Grantor has the right and authority to grant this Easement; (b) that subject to the terms and conditions of this Easement, GSA IV shall have quiet possession, use and enjoyment of the Easement Area; and (c) that Grantor shall execute such further assurances thereof as may be required.

17. **Non-Interference.** Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreement or (ii) any condition on Grantor's Property which interferes with GSA IV's Permitted Use. Each of the covenants made by Grantor in this Section is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner. Notwithstanding the foregoing, nothing herein shall be deemed to prohibit Grantor from installing facilities for telephone, video and data transmission or other electronic services and facilities which are customary or incidental for residential, commercial and industrial buildings, provided that (a) such equipment does not interfere with the equipment and facilities located within the Easement area, and (b) all such facilities and operations comply with all non-interference rules of any and all federal, state and local laws, including without limitation the Federal Communications Commission.

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

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

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

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

registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Grantor: James I. Elderman Separate Trust, Under The James I. Elderman
and Doris T. Elderman Declaration of Trust Dated January 6, 2011
James I. Elderman, Trustee And Settlor
625 Daffodil Court
Summerville, NC 29486

GSA IV: Global Signal Acquisitions IV LLC
Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

22. Assignment. The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. GSA IV has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, GSA IV has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. Any sale or assignment of this Easement by GSA IV shall relieve GSA IV from any further liability or obligation accruing hereunder on or after the date of such sale or assignment.

23. GSA IV's Right to Terminate. GSA IV shall have the right to terminate this Easement for any reason upon providing written notice of such termination to Grantor. Upon termination of this Easement, GSA IV shall, within a reasonable time, remove its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

24. Mortgages. Upon Grantor's prior written request, GSA IV agrees to subordinate this Easement to any mortgage, deed of trust, pledge or other security interest in Grantor's Property given by Grantor (each a "Mortgage") which, from time to time, may encumber all or a portion of Grantor's Property, including the Easement Area; provided, however, that GSA IV's obligation to subordinate this Easement is conditioned upon any such Mortgage holder providing GSA IV with a commercially reasonable non-disturbance agreement in a form reasonably satisfactory to GSA IV which, in substance, agrees that its occupancy of the Easement Area, including any rights of access and/or utilities related thereto, for the use and purposes herein described and all rights granted to GSA IV hereunder will not be disturbed and will remain in full force and effect throughout the term of this Easement.

25. Construction of Easement. Grantor and GSA IV acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party. The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any

provision hereof. This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

26. Miscellaneous.

(a) **Recording.** Grantor acknowledges that GSA IV intends to record this Easement.

(b) **Entire Agreement.** Grantor and GSA IV agree that this Easement contains all of the agreements, promises and understandings between Grantor and GSA IV.

(c) **Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of GSA IV and its successors and assigns.

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

27. Option for Additional Easement Area. GSA IV shall have the irrevocable right and option (the "Option"), exercisable at any time, and from time to time, following the execution of this Easement, to amend this Easement for no additional consideration except as provided herein, to include up to a maximum of three thousand (3,000) square feet of real property adjacent to the Property in a location as more specifically described on the Survey (the "Additional Easement Area"). GSA IV may conduct any reasonable due diligence activities on the Additional Easement Area at any time after full execution of this Easement. GSA IV may exercise the Option for the entire Additional Easement Area in a single exercise, or may exercise the Option multiple times in increments, by providing written notice to Grantor at any time; provided, however, that following GSA IV's delivery of notice to Grantor, GSA IV may at any time prior to full execution of the Additional Easement Area Documents (as defined herein) withdraw its election to exercise the Option if GSA IV discovers or obtains any information of any nature regarding the Additional Easement Area which GSA IV determines to be unfavorable in its sole discretion. Within thirty (30) days after GSA IV's exercise of the Option, Grantor agrees to execute and deliver an amendment to this Easement, a memorandum of amendment (each of which may include a metes and bounds description of the Additional Easement Area), and any other documents necessary to grant and record GSA IV's interest in the Additional Easement Area ("Additional Easement Area Documents"). In addition, within thirty (30) days after GSA IV's exercise of the Option, Grantor shall obtain and deliver any documentation necessary to remove, subordinate or satisfy any mortgages, deeds of trust, liens or encumbrances affecting the Additional Easement Area to GSA IV's satisfaction.

In the event that GSA IV exercises the Option, and thereafter leases, subleases, licenses or grants a similar right of use or occupancy in the Additional Easement Area to a future Subtenant (each a "Future Subtenant"), the GSA IV shall pay to Grantor twenty percent (20%) of the rental, license or similar payments actually received by GSA IV from each such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by GSA IV) (the "Future Sublease Fee") within thirty (30) days after receipt of said payments by GSA IV. GSA IV shall have no obligation for

payment to Grantor of the Future Sublease Fee if such rental, license or similar payments are not actually received by GSA IV. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under this Easement. GSA IV shall have sole discretion as to whether, and on what terms, to lease, sublease, license or otherwise allow occupancy of the Additional Easement Area. There shall be no express or implied obligation for GSA IV to lease, sublease, license or otherwise allow occupancy of the Additional Easement Area.

[Remainder of Page Intentionally Blank]

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

GRANTOR:

James I. Elderman Separate Trust, Under The James I. Elderman and Doris T. Elderman Declaration of Trust Dated January 6, 2011

By: James I. Elderman (SEAL)
James I. Elderman, Trustee And Settlor

STATE OF South Carolina

COUNTY OF Dorchester

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing Grant of Easement and Assignment of Lease under seal: James I. Elderman Separate Trust, Under The James I. Elderman and Doris T. Elderman Declaration of Trust Dated January 6, 2011, by James I. Elderman, its Trustee and Settlor.

Date: 2/26/2025

By: Lynda F. Jordan
Print Name: Lynda F. Jordan
Notary Public
My Commission Expires: 3/17/27

[SEAL OR STAMP]

Lynda F. Jordan
Notary Public of South Carolina
My Commission Expires March 17, 2027

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

GSA IV:

Global Signal Acquisitions IV LLC,
a Delaware limited liability company

By: *Amanda Gray* (SEAL)
Print Name: Amanda Gray
Title: Mgr Real Estate
Date: 3-4-2025

STATE OF Texas
COUNTY OF Harris

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing Grant of Easement and Assignment of Lease under seal: Global Signal Acquisitions IV LLC, a Delaware limited liability company, by Amanda Gray, its Mgr. Real estate.

Date: 03/04/2025

By: *Amanda Burrell*
Print Name: Amanda Burrell
Notary Public
My Commission Expires: 08/18/2025

[SEAL OR STAMP]

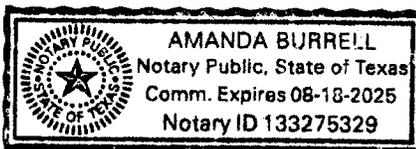


EXHIBIT A
GRANTOR'S PROPERTY

Property Located in Lovelady and Icard Townships, Burke County, North Carolina and being described as follows:

Tract 3

Being a vacant 64.77 acre tract, more or less, adjoining Tract 2, above in Icard Township, Burke County, North Carolina, which was acquired from June Alexander Setzer, et. al., by deed dated June 13, 1969 in Book 363, Page 160, in the Office of the Register of Deeds of Burke County. The description is incorporated herein by reference Excepted from the foregoing tract are the following A lot containing 0.230 acres, more or less, conveyed by deed recorded in Book 879, Page 73, by Harold Decker and wife, Polly Ann Decker to the Town of Connelly Springs, P.O. Box 99, Connelly Springs, NC 28612-0099. The description is incorporated herein by reference.

A small portion of property containing 2,400 square feet which is subject to a Lease with BellSouth Carolinas PCS, L.P., a copy of which is recorded in Book 865, Page 1091 in the Burke County Registry. The description is incorporated herein by reference. This property is identified in the Burke County Tax Office by Parcel ID 2763023767, Record No 11665.

PARCEL ID: 2763-02-3767 (REID: 11665)

This being a portion of the same property conveyed to James I. Elderman, Trustee and Settlor of the James I. Elderman Separate Trust under the James I. Elderman and Doris T. Elderman Declaration of Trust dated January 6, 2011, in a deed from James I. Elderman, Sole Remaining Trustee and Settlor of the James I. Elderman and Doris T. Elderman Declaration of Trust dated January 6, 2011, dated 5/27/2022 and recorded 6/1/2022 in book 2626 page 392 as Instrument No. 2021021807.

EXHIBIT B

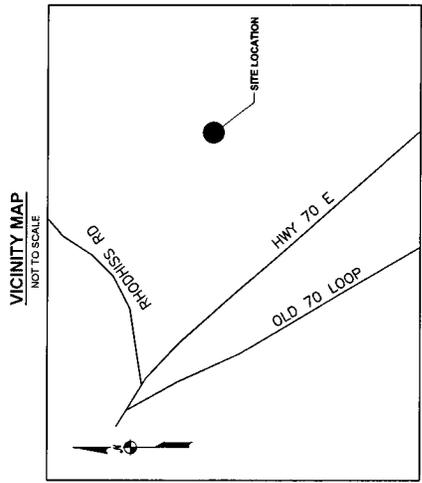
SITE PLAN

[ATTACHED HERETO]

TOWER SURVEY

813246

BEREA-H. DECKER 189-015
6950 RHODHISS ROAD
CONNELLY SPRINGS, NC 28612
BURKE COUNTY



COORDINATES
For internal use

LABEL	LAT, LONG
MON 1 / POC	35°44'24.61" - 81°29'38.04"

AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	2465496	56.6
TOWER COMPOUND	2364	0.05
OPTION AREA	3000	0.07
ACCESS/UTILITY EASEMENT	30301	0.70

CONTENTS

COVER SHEET
PROPERTY OVERVIEW
ACCESS OVERVIEW 1
ACCESS OVERVIEW 2
SITE OVERVIEW
SITE OVERVIEW DETAIL (INTERNAL USE)
LEGAL DESCRIPTIONS

SURVEY PROCEDURES & EQUIPMENT
THE ACCURACY OF THIS SURVEY MEETS OR EXCEEDS THE MINIMUM STANDARDS AS REQUIRED BY STATE REQUIREMENTS FOR BOUNDARY SURVEYS.
-TIPSON GPS30
-CARLSON BR3

ABBREVIATIONS

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
ROW	RIGHT OF WAY

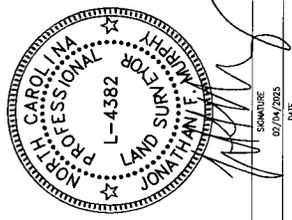
SURVEY PERFORMED FOR:
CROWN CASTLE
2000 Coronado Drive
Carrollsburg, PA 15117

SURVEY COORDINATED BY:
CROWN CASTLE SURVEYING, INC.
13430 NW 100th Terrace, Suite A, Alachua, FL 32915
Tel: (386) 419-0500 | Fax: (386) 462-5868

SURVEY PERFORMED BY:
JONATHAN MURPHY LAND SURVEYOR
4650 PARAGON PARK RD, RALEIGH, NC 27616
TELE: (919) 787-7873 | FAX: (919) 400-4442

DRAWN BY: JMB
CHECKED BY: JMB
JOB NO.: 813246

SURVEYOR'S CERTIFICATION:
I, Jonathan Murphy, a duly Licensed Professional Land Surveyor in the State of North Carolina, do hereby certify that I am the author of this survey and that I am a duly Licensed Professional Land Surveyor in the State of North Carolina.
Company: Crown Castle Surveying, Inc.



ZONING:
R-2

FLOOD NOTE:
THIS PARCEL OF LAND LIES WITHIN FLOOD ZONE X-1 WHICH IS A SPECIAL FLOOD HAZARD AREA FOR FLOOD PANEL NUMBER: 370201A0001. OFFERING DATE: 02/22/2023

BEARING BASIS:
NORTH CAROLINA MOBS

NOTES:
1. SURVEY PERFORMED ON 09/19/2024.
2. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE SYSTEM (IMAGED) WITH (NAD83) VERTICAL DATUM, ELEVATION CODE 2264.
3. INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN IN THIS SURVEY ARE LIMITED TO AND ARE PER OBSERVED.
4. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE SHOWN AND IDENTIFIED IN THE DESCRIBED AREA. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DESCRIBED AREA.
5. NOT ALL SYMBOLS ARE DEPICTED TO SCALE.
6. SURVEY OF THE PARENT PARCEL.

REV	DATE	DESCRIPTION	DRAWN
1	07/24/2023		X
2	07/24/2023		X
3	07/24/2023		X

SITE INFORMATION:
Name: BEREAH-DECKER 189-015
BUN: 813246
Address: 6950 RHODHISS ROAD
CONNELLY SPRINGS, NC 28612
County: BURKE COUNTY

TOWER SURVEY
SHEET: COVER SHEET

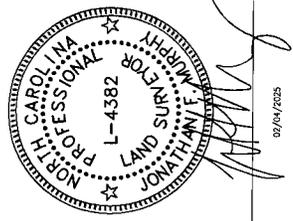
This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

LEGEND

<ul style="list-style-type: none"> Additional Land Building Asphalt Pavement Contour - Major Contour - Minor Easement Subsided Jurisdiction Line Property Line Property Tie Parent Property Power Easement Right of Way Setback Treatise Welland Railroad Tracks Centerline Road Centerline Stream Stream (Directional) Ditch Channel Fence Cable UG Combined Sewer Cable TV & Elec UG Cable, Elec. & Tele Cable, Elec. & Tele UG Electric UG Fiber UG Gas Sewer Storm Telephone Telephone UG Unknown Utility Water Topo - High Point Topo - Low Point Breakline Match Line Property Tie 	<ul style="list-style-type: none"> IP / Rebar Menu IP - Rebar Monu-Found Cased Menu Cased Menu - Found Traverse Point Survey Point Gravel Dirt Concrete Retaining Wall Stairs Door / Gate Double Door / Gate Gate - Sliding Signs Mailbox Column Utility Pole Guyed Pole Pole Ballast Fire Hydrant Flag Pole Shrub Tree - Palm Tree - Coniferous Tree - Deciduous Metal Platform Fuel Tanks Traffic Signal Controller 	<ul style="list-style-type: none"> Transformer (Aerial) Transformer Pad Catch Basin Inlet Culvert Utility Vault Manhole Handhole Pull Box Pedestal Riser Meter Valve Cleanout Junction Box Pump Station Utility Box Controller HVAC Generator
---	--	---

AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	2465496	56.6
TOWER COMPOUND	2364	0.05
TOWER EASEMENT	2400	0.06
OPTION AREA	3000	0.07
ACCESS/UTILITY EASEMENT	30301	0.70



02/04/2025
SCALE
0 75 150 FT

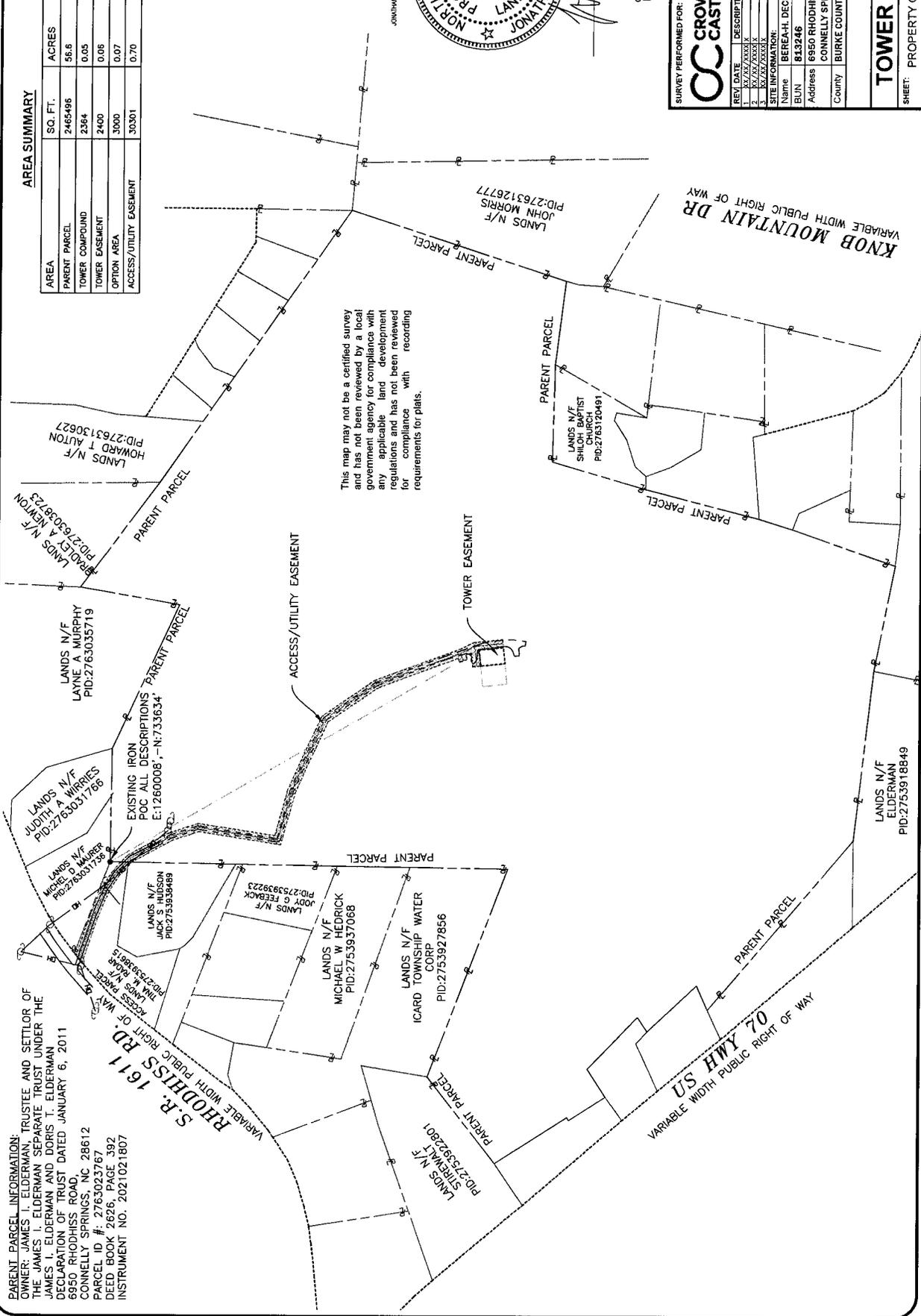
CROWN CASTLE
2000 Corporate Drive
Crownburg, PA 15017

REVISIONS

REV	DATE	DESCRIPTION	DRAWN
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2	02/04/2025		X
3	02/04/2025		X

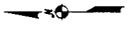
SITE INFORMATION:
Name: BEREA-H. DECKER 188-015
BLIN: 813246
Address: 6550 RHODHISS ROAD
CONNELLY SPRINGS, NC 28612
County: BURKE COUNTY

TOWER SURVEY
SHEET: PROPERTY OVERVIEW

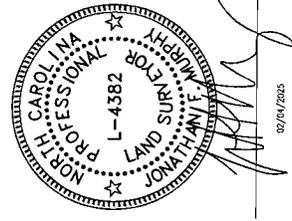


PARENT PARCEL INFORMATION:
 OWNER: JAMES I. ELDERMAN, TRUSTEE AND SETTLOR OF THE JAMES I. ELDERMAN SEPARATE TRUST UNDER THE DECLARATION OF TRUST DATED JANUARY 6, 2011
 6950 RHODHISS ROAD,
 CONNELLY SPRINGS, NC 28612
 PARCEL ID #: 2763033767
 DEED BOOK # 2626, PAGE 192
 INSTRUMENT NO. 2021021807

This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.



JONATHAN MURPHY



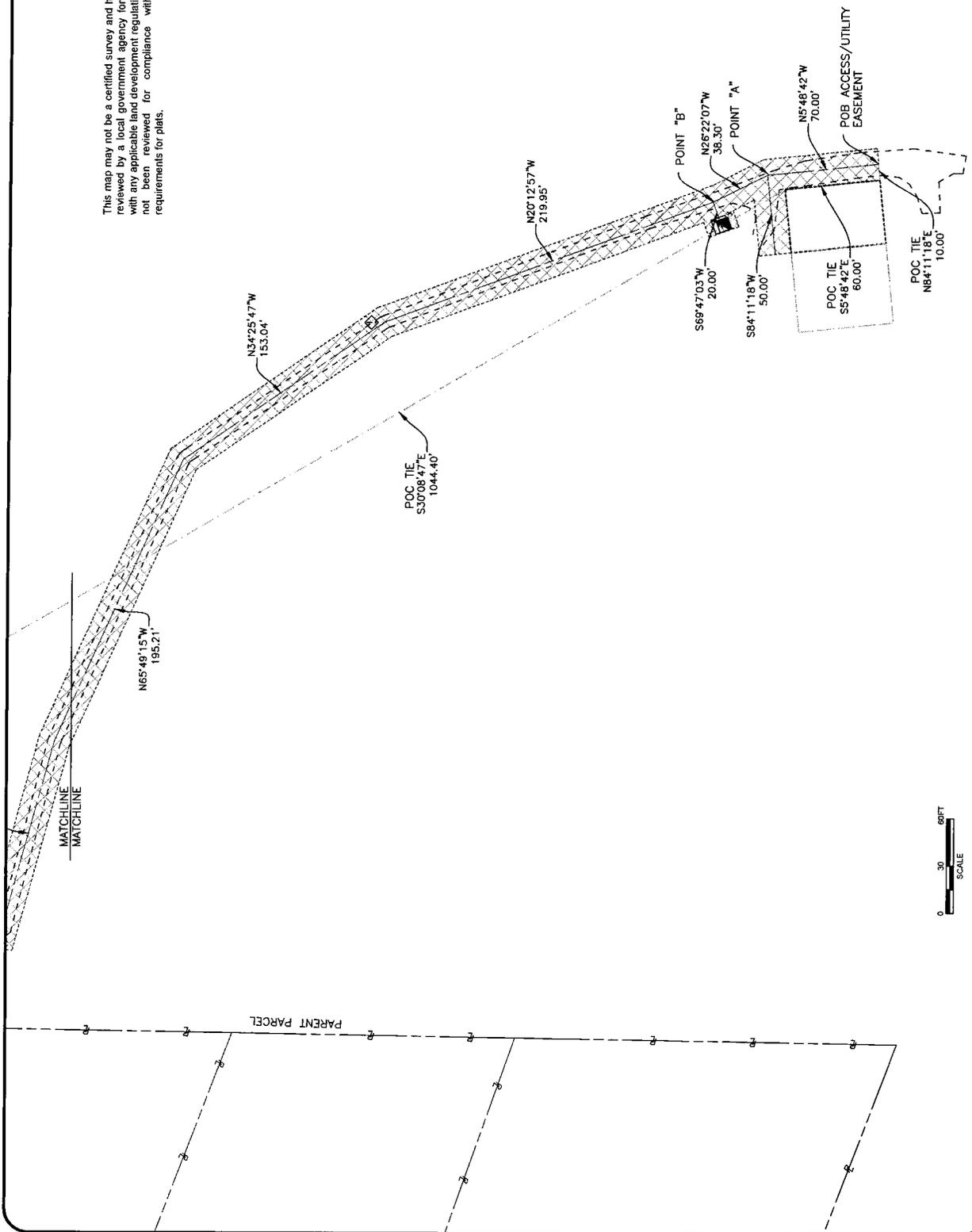
02/04/2025

SURVEY PERFORMED FOR:
CROWN CASTLE
 2000 Corporate Drive
 Cannonburg, PA 15317

REV	DATE	DESCRIPTION	DRAWN
1	02/04/2025	X	X
2	02/04/2025	X	X
3	02/04/2025	X	X

SITE INFORMATION:
 Name: BEREA-H. DECKER 189-015
 BUN: 813246
 Address: 6950 RHODHISS ROAD
 CONNELLY SPRINGS, NC 28612
 County: BURKE COUNTY

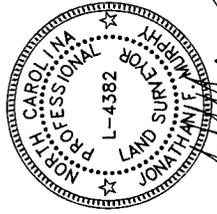
TOWER SURVEY
 SHEET: ACCESS OVERVIEW 1



This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.



JONATHAN MURPHY



[Signature]
02/04/2025



SURVEY PERFORMED FOR:



2000 Corporate Oaks
Cannonburg, PA 15317

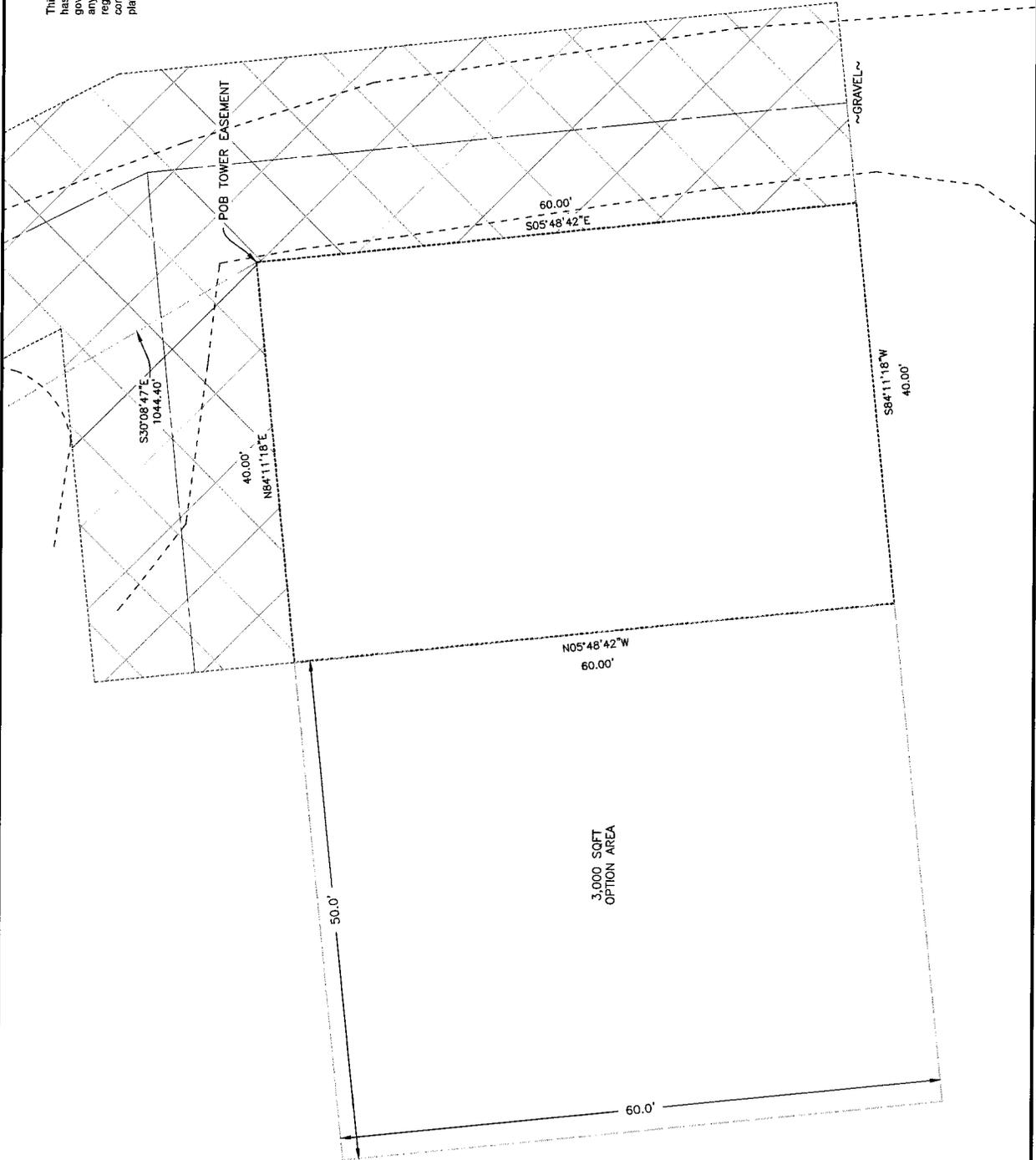
REV	DATE	DESCRIPTION	DRWN
1	02/04/2025		X
2	02/04/2025		X
3	02/04/2025		X

SITE INFORMATION:

Name: **BEREAH, DECKER 189-015**
 BUN: **813246**
 Address: **6850 RHODIUS ROAD**
CONNELLY SPRINGS, NC 28612
 County: **BURKE COUNTY**

TOWER SURVEY

SHEET: SITE OVERVIEW DETAIL



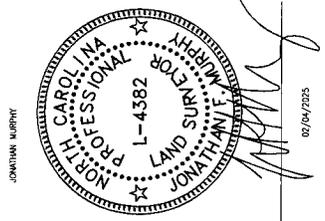
This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

LEGAL DESCRIPTION: TOWER EASEMENT (CREATED BY THIS OFFICE)

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE TOWN OF CONNELLY SPRINGS, COUNTY OF BRUKE, STATE OF NORTH CAROLINA, DESCRIBED AS PARCEL ID 2763023767, FURTHER DESCRIBED AS: COMMENCING FROM AN EXISTING IRON PIN FOUND ON THE NORTHWESTERN MOST PROPERTY CORNER OF SAID PROPERTY, AND HAVING NORTH CAROLINA STATE PLANE COORDINATES E:1260008' -AND- N:733634'; THENCE, S 30° 08' 47" E FOR A DISTANCE OF 1044.40 FEET TO THE POINT OF BEGINNING; THENCE, S 05° 48' 42" E FOR A DISTANCE OF 60.00 FEET TO A POINT; THENCE, S 84° 11' 18" W FOR A DISTANCE OF 40.00 FEET TO A POINT; THENCE, N 05° 48' 42" W FOR A DISTANCE OF 60.00 FEET TO A POINT; THENCE, N 84° 11' 18" E FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING CONTAINING 2,400 SQFT -OR- 0.06 ACRES.

LEGAL DESCRIPTION: ACCESS/UTILITY EASEMENT (CREATED BY THIS OFFICE)

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE TOWN OF CONNELLY SPRINGS, COUNTY OF BRUKE, STATE OF NORTH CAROLINA, DESCRIBED AS PARCEL ID 2763023767 & 2753938489, FURTHER DESCRIBED AS: COMMENCING FROM AN EXISTING IRON PIN FOUND ON THE NORTHWESTERN MOST PROPERTY CORNER OF SAID PROPERTY, AND HAVING NORTH CAROLINA STATE PLANE COORDINATES E:1260008' -AND- N:733634'; THENCE, S 30° 08' 47" E FOR A DISTANCE OF 1044.40 FEET TO A POINT; THENCE, S 05° 48' 42" E FOR A DISTANCE OF 60.00 FEET TO A POINT; THENCE, N 84° 11' 18" E FOR A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A CENTERLINE OR A 20-FOOT-WIDE ACCESS/UTILITY EASEMENT LYING 10 FEET OFF OF EITHER SIDE OF THE FOLLOWING DESCRIPTION; THENCE, N 05° 48' 42" W FOR A DISTANCE OF 70.00 FEET TO A POINT KNOWN AS POINT "A"; THENCE, N 26° 22' 07" W FOR A DISTANCE OF 38.30 FEET TO A POINT KNOWN AS POINT "B"; THENCE, N 20° 12' 57" W FOR A DISTANCE OF 219.95 FEET TO A POINT; THENCE, N 34° 25' 47" W FOR A DISTANCE OF 153.04 FEET TO A POINT; THENCE, N 65° 49' 15" W FOR A DISTANCE OF 195.21 FEET TO A POINT; THENCE, N 74° 40' 44" W FOR A DISTANCE OF 125.99 FEET TO A POINT; THENCE, N 08° 52' 33" E FOR A DISTANCE OF 197.50 FEET TO A POINT; THENCE, N 18° 13' 32" W FOR A DISTANCE OF 71.74 FEET TO A POINT; THENCE, N 28° 27' 32" W FOR A DISTANCE OF 114.40 FEET TO A POINT; THENCE, N 47° 22' 29" W FOR A DISTANCE OF 50.27 FEET TO A POINT; THENCE, N 57° 33' 06" W FOR A DISTANCE OF 46.55 FEET TO A POINT; THENCE, N 67° 20' 23" W FOR A DISTANCE OF 75.03 FEET TO A POINT; THENCE, N 71° 23' 31" W FOR A DISTANCE OF 108.52 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY OF STATE ROUTE 1611 AKA RHODISS ROAD, A DEDICATED PUBLIC RIGHT OF WAY SAID POINT BEING THE POINT OF TERMINUS. THENCE, FROM THE AFOREMENTIONED POINT "A" S 84° 11' 18" W FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE, FROM THE AFOREMENTIONED POINT "B" S 69° 47' 03" W FOR A DISTANCE OF 20.00 FEET TO A POINT; NOTE: THE ABOVE-DESCRIBED ACCESS/UTILITY EASEMENT IS INTENDED TO CONTAIN 30,301 SQFT -OR- 0.70 ACRES.



Header information including 'CROWN CASTLE' logo, 'SURVEY PERFORMED FOR:' details, a table with 'REV#', 'DATE', and 'DESCRIPTION' columns, 'SITE INFORMATION' (Name: BEREAH DECKER 189-015, BLN: 813246), address (6950 RHODISS ROAD, CONNELLY SPRINGS, NC 28612), county (BURKE COUNTY), and sheet information (TOWER SURVEY, LEGAL DESCRIPTION).

EXHIBIT C**EASEMENT AREA AND ACCESS EASEMENT**TOWER EASEMENT

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE TOWN OF CONNELLY SPRINGS, COUNTY OF BRUKE, STATE OF NORTH CAROLINA, DESCRIBED AS PARCEL ID 2763023767, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING IRON PIN FOUND ON THE NORTHWESTERN MOST PROPERTY CORNER OF SAID PROPERTY, AND HAVING NORTH CAROLINA STATE PLANE COORDINATES E:1260008' -AND- N:733634';

THENCE, S 30° 08' 47" E FOR A DISTANCE OF 1044.40 FEET TO THE POINT OF BEGINNING;

THENCE, S 05° 48' 42" E FOR A DISTANCE OF 60.00 FEET TO A POINT;

THENCE, S 84° 11' 18" W FOR A DISTANCE OF 40.00 FEET TO A POINT;

THENCE, N 05° 48' 42" W FOR A DISTANCE OF 60.00 FEET TO A POINT;

THENCE, N 84° 11' 18" E FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING CONTAINING 2,400 SQFT -OR- 0.06 ACRES.

ACCESS/UTILITY EASEMENT

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE TOWN OF CONNELLY SPRINGS, COUNTY OF BRUKE, STATE OF NORTH CAROLINA, DESCRIBED AS PARCEL ID 2763023767 & 2753938489, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING IRON PIN FOUND ON THE NORTHWESTERN MOST PROPERTY CORNER OF SAID PROPERTY, AND HAVING NORTH CAROLINA STATE PLANE COORDINATES E:1260008' -AND- N:733634';

THENCE, S 30° 08' 47" E FOR A DISTANCE OF 1044.40 FEET TO A POINT;

THENCE, S 05° 48' 42" E FOR A DISTANCE OF 60.00 FEET TO A POINT;

THENCE, N 84° 11' 18" E FOR A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A CENTERLINE OR A 20-FOOT-WIDE ACCESS/UTILITY EASEMENT LYING 10 FEET OFF OF EITHER SIDE OF THE FOLLOWING DESCRIPTION;

THENCE, N 05° 48' 42" W FOR A DISTANCE OF 70.00 FEET TO A POINT KNOWN AS POINT "A"

THENCE, N 26° 22' 07" W FOR A DISTANCE OF 38.30 FEET TO A POINT KNOWN AS POINT "B"

THENCE, N 20° 12' 57" W FOR A DISTANCE OF 219.95 FEET TO A POINT;

THENCE, N 34° 25' 47" W FOR A DISTANCE OF 153.04 FEET TO A POINT;

THENCE, N 65° 49' 15" W FOR A DISTANCE OF 195.21 FEET TO A POINT;

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THENCE, N 18° 13' 32" W FOR A DISTANCE OF 71.74 FEET TO A POINT;

THENCE, N 28° 27' 32" W FOR A DISTANCE OF 114.40 FEET TO A POINT;

THENCE, N 47° 22' 29" W FOR A DISTANCE OF 50.27 FEET TO A POINT;

THENCE, N 57° 33' 06" W FOR A DISTANCE OF 46.55 FEET TO A POINT;

THENCE, N 67° 20' 23" W FOR A DISTANCE OF 75.03 FEET TO A POINT;

EXHIBIT C**(CONTINUED)**

THENCE, N 71° 23' 31" W FOR A DISTANCE OF 108.52 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY OF STATE ROUTE 1611 AKA RHODHISS ROAD, A DEDICATED PUBLIC RIGHT OF WAY SAID POINT BEING THE POINT OF TERMINUS.

THENCE, FROM THE AFOREMENTIONED POINT "A" S 84° 11' 18" W FOR A DISTANCE OF 50.00 FEET TO A POINT;

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-OR- 0.70 ACRES.