

PHASE 1
NF-1-0660

EASEMENT

THIS EASEMENT is made this 20th day of September 1998, by and between William and Sallie Smith a Virginia corporation ("Grantor") and Triton PCS Property Company L.L.C., a Delaware limited liability company, its successors and assigns ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located at 320 Dam Neck Rd in the City/County of Virginia Beach, Virginia (the "Property"), as described in Exhibit "A" which is attached hereto and made a part hereof for all purposes; and

WHEREAS, the Grantor's Property is subject to an easement in favor of Virginia Electric and Power Company, a Virginia public service corporation ("Virginia Power"), (The "Virginia Power Easement"); and

WHEREAS, Virginia Power has granted to Grantee the right to install Grantee's antenna array and associated equipment for Grantee's communications systems within the Virginia Power Easement located on the Property; and

WHEREAS, Grantee has requested Grantor to grant to Grantee easements for ingress and egress, utilities, and the right to construct, install, maintain, operate, repair, replace and remove Grantee's Equipment on the Virginia Power Improvements, and Grantor is willing to grant such easements upon the terms and conditions contained in this Agreement.

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

1. Grantor does hereby grant and convey to Grantee, its successors and assigns, a perpetual, nonexclusive twenty (20) foot wide easement (the "Easement") for (i) pedestrian and vehicular ingress and egress to and from the Virginia Power Easement and the Virginia Power Improvements located therein across Grantor's Property in the location shown in Exhibit "B" which is attached hereto and made a part hereof for all purposes, (ii) the construction, installation, maintenance, operation, repair, replacement and removal of electrical power, telephone services, and other utility services and related facilities (the "Utilities") across the Grantor's Property as shown on the attached Exhibit "B", and (iii) the construction, installation, maintenance, operation, repair, replacement and removal of the Utilities and the Grantee's equipment within the Virginia Power Easement as shown on the attached Exhibit "B", (items (i), (ii) and (iii) being collectively referred to herein as the "Easement").
2. Grantee shall make a one time payment to Grantor, within ten (10) days of Grantee commencing the installation of Grantee's equipment, in the amount of 750.00 and No/100 Dollars (\$750.00)
3. The Easement shall be and remain the property of the Grantor. The Grantee's equipment shall remain the property of the Grantee. Grantor, for itself and each subsequent fee simple owner of all or any portion of Grantor's Property, reserves the right to make any use of Grantor's Property, provided that any such use does not unreasonably interfere with Grantee's use of the Easement.
4. The Easement granted herein by Grantor to Grantee shall (a) be for the benefit of the Grantee, its successors and assigns; (b) be appurtenant to the Grantee's right to utilize the Virginia Power Easement and any portions thereof; and (c) run with the title to the Grantor's Property and the Virginia Power Easement and any portions thereof. Further, this Agreement shall be binding upon, and be enforceable by and against, Grantor, Grantee, and their respective successors and assigns.
5. This Agreement does not and shall not be construed to create a partnership, joint venture, or joint enterprise of any kind or nature between Grantor and Grantee with respect to the matters set forth herein.

delivery service). Any party hereto may change its address by notifying the other party in a manner described in this paragraph.

7. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. This Agreement contains the entire agreement and understanding between the parties hereto relating to the Easement and the rights and privileges created hereby and supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties hereto. This Agreement shall not be amended or modified, and no waiver of any provisions hereof shall be effective, unless set forth in a written instrument authorized and executed by the then fee simple owners of Grantor's Property and the Grantee or the Grantee's successors and assigns.
8. Grantee indemnifies Grantor against and hold Grantor harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which may arise out of the use and/or occupancy of the easement by Grantee, except to any claims arising from the sole negligence or intentional misconduct of the indemnified party.

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed pursuant to proper authority as of the date first written above.

GRANTOR:

By: William A. Smith, Sallie Smith

Its: OWNERS

GRANTEE:

TRITON PCS PROPERTY Company L.L.C.
By: TRITON MANAGEMENT COMPANY, INC.
its manager

By: Scott D. Basham
Scott D. Basham
Director Engineering & Operations

NOTARIZATION OF GRANTOR'S SIGNATURE

COMMONWEALTH OF VIRGINIA
~~COUNTY OF~~ VIRGINIA BEACH
~~CITY~~

The foregoing instrument was acknowledged before me this the 29th day of OCTOBER, 1998, by William A. & Sallie Smith, as _____ of _____, a Virginia corporation, on behalf of the corporation. He is personally known to me.

(SEAL)

William J. Sallie Notary Public
My Commission Expires: SEPT. 30, 2001

NOTARIZATION OF GRANTEE'S SIGNATURE

COMMONWEALTH OF VIRGINIA

Barbara Williams Notary Public
My Commission Expires: April 30, 2001

INSTRUMENT # 202503002872 PAGE 1 OF 11
RECORDED VIRGINIA BEACH CIRCUIT COURT
Jan 24, 2025 AT 02:31 pm AGMT
TINA E. SINNEN, CLERK

Prepared by:

New Cingular Wireless PCS, LLC
Attn: Tower Asset Group - Lease Administration
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, Georgia 30319

APN: 1495-13-6400-0000

(Space Above This Line For Recorder's Use Only)

Re: Cell Site # NF066;
Fixed Asset #: 10067657
State: Virginia

~~County:~~ City of Virginia Beach

RECEIVED
VIRGINIA BEACH CIRCUIT CT

2025 JAN 24 PM 1:00

TINA E. SINNEN, CLERK

FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT

This First Amendment to Memorandum of Agreement is entered into on this 10th day of January, 2025, by and between Hilton Capital Group, LLC, an Ohio limited liability company, as successor in interest to Father James Peek, Trustee of Society of Saint Pius X, Virginia Beach, Virginia, the successor in interest to William H. and Sallie Smith, the original grantor, having a mailing address of 5710 Wooster Pike, Suite 320, Cincinnati, OH 45227 ("Grantor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, Georgia 30319 ("Grantee").

1. Grantor (or its predecessors-in-interest) and Grantee (or its predecessor) entered into a certain Easement dated October 29, 1998, as amended by Amendment Number One dated June 1, 1999, as further amended by the Second Amendment to Easement dated March 15, 2023 and as further amended by the Third Amendment to Easement dated 1-10-25 (collectively, the "Agreement") for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of Agreement dated March 20, 2023 reflecting the Agreement was recorded on July 13, 2023 as Instrument Number 202303025995 in the public records of Virginia Beach Circuit Court, Commonwealth of Virginia State of Virginia (the "Memorandum of Agreement").
2. Grantor and Grantee agrees to memorialize the locations of the Easement for ingress and egress and Grantee's utilities as more completely described on attached **Exhibit 1-A**. **Exhibit 1-A** hereby replaces **Exhibit A** to the Memorandum. The parties agree that Grantor has a one-time right to relocate the ingress and egress and utilities on the Property at Grantor's sole cost and expense pursuant to the terms of the Third Amendment to Easement dated 1-10-25. Such relocation will be memorialized with a future amendment to the Agreement and a subsequent amendment to the Memorandum of Agreement.

RECEIVED
VIRGINIA BEACH CIRCUIT CT

2025 JAN 23 PM 3:26

TINA E. SINNEN, CLERK

RECEIVED
VIRGINIA BEACH CIRCUIT CT

2025 JAN 24 PM 12:34

TINA E. SINNEN, CLERK

3. This First Amendment to Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this First Amendment to Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Memorandum of Agreement as of the day and year first above written.

LANDLORD:

Hilton Capital Group, LLC

By: _____

Print Name: _____

Its: _____

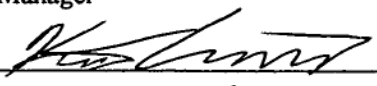
Date: _____

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: 

Print Name: Keith Currier

Its: Associate Director

Date: 01/02/2025

GRANTOR REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 202____, by _____, the _____ of _____.

Notary Seal

(Signature of Notary)

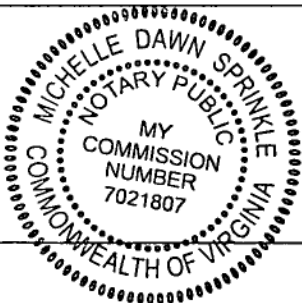
My Commission Expires: _____

GRANTEE ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA)
COUNTY OF Chesterfield) ss.

The foregoing instrument was acknowledged before me this 2nd day of January, 2025, by Keith Carrier, Associate Director of AT&T Mobility Corporation, manager of New Cingular Wireless PCS, LLC.

Notary Seal



Michelle Dawn Sprinkle
(Signature of Notary)

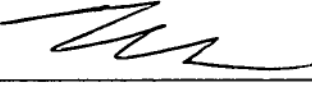
My Commission Expires: 10-31-2028

3. This First Amendment to Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this First Amendment to Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Memorandum of Agreement as of the day and year first above written.

LANDLORD:

Hilton Capital Group, LLC

By: 

Print Name: Kevin McGraw

Its: Managing Member

Date: 1-10-2025

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: _____

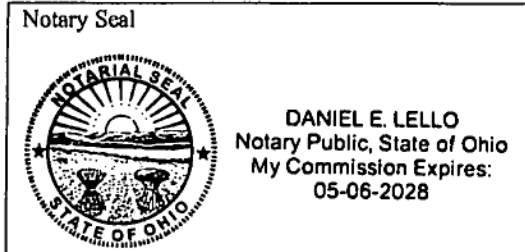
Its: _____

Date: _____

GRANTOR REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OHIO)
COUNTY OF HAMILTON)ss.
)

The foregoing instrument was acknowledged before me this 10th day of January, 2025, by Kevin
McCrann, the Managing Member of Hilton Capital Group, LLC

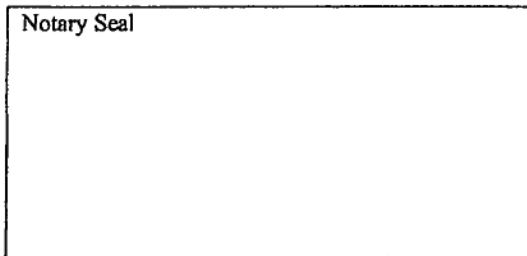


[Signature]
(Signature of Notary) Daniel E. Lello
My Commission Expires: 5-6-28

GRANTEE ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA)
COUNTY OF _____)ss.
)

The foregoing instrument was acknowledged before me this _____ day of _____, 202____, by Keith Currier,
Associate Director of AT&T Mobility Corporation, manager of New Cingular Wireless PCS, LLC.



(Signature of Notary)
My Commission Expires: _____

EXHIBIT 1-A

DESCRIPTION OF PREMISES

to the First Amendment to Memorandum of Agreement dated January 10, 2025 by and between Hilton Capital Group, LLC, an Ohio limited liability company, as successor in interest to Father James Peek, Trustee of Society of Saint Pius X, Virginia Beach, Virginia, as Grantor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Grantee.

The Easement are described and/or depicted as follows:

Property Legal Description:

SEE THE ATTACHMENT 1-A-1A, attached hereto and incorporated herein by reference.

Lease Area Sketch or Survey:

SEE THE ATTACHMENT 1-A-1B, attached hereto and incorporated herein by reference.

Lease Area, access, and utility easement locations and descriptions:

SEE THE ATTACHMENT 1-A-1C, attached hereto and incorporated herein by reference.

Attachment 1-A-1A

Property Description

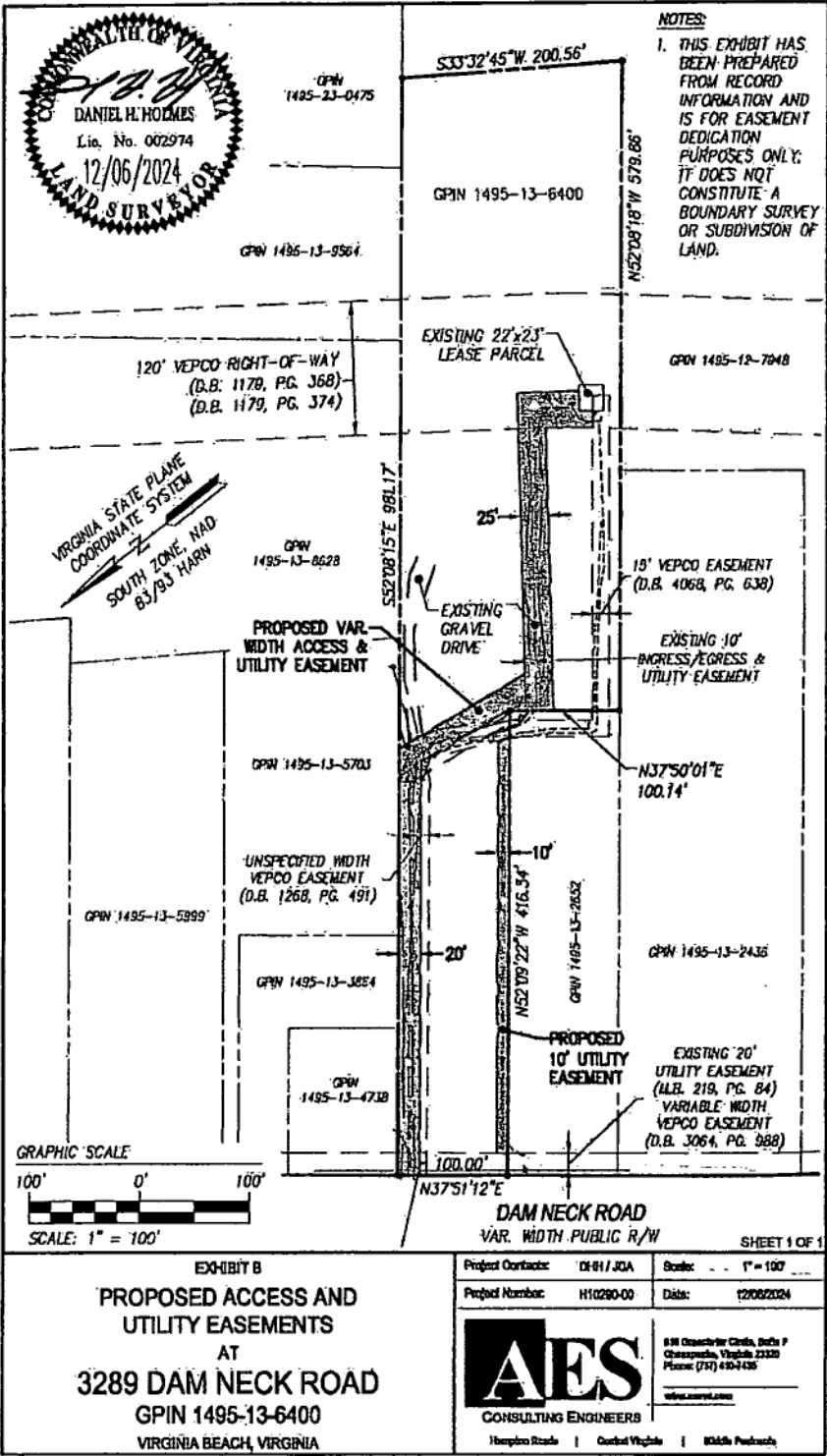
The Land referred to herein below is situated in the City of Virginia Beach, Commonwealth of Virginia and is described as follows:

ALL THAT certain lot, piece or parcel of land, with its appurtenances, situate in the City of Virginia Beach, Virginia, and bounded and described as follows, to-wit: Beginning at a point on the southeastern side of Landstown Road at the dividing line between Lots 33 and 34 on the plat of the Subdivision of W. W. Sawyer and Edwin J. Smith, duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Map Book 6, at page 81, and from thence running S 57 degrees 38' E 1,025 feet to the dividing line between Lots 25 and 26 on said plat; thence S 23 degrees 03' W 200.66 feet to the dividing line between Lots 34 and 35 on said plat; thence N 57 degrees 38' W 604.4 feet to the line of the property conveyed by the grantors to Henry Thomas Owens and wife, by deed dated April 28, 1964, and duly recorded in the said Clerk's Office in Deed Book 841, page 523; thence N 32 degrees 22' E 100 feet; thence N 57 degrees 38' W 435.6 feet (erroneously referred to as SW) to Landstown Road; thence N 32 degrees 22' E along Landstown Road 100 feet to the point of beginning.

Less and Except that portion of property conveyed to the Commonwealth of Virginia by deed dated March 2, 1992 and recorded in Deed Book 3063, Page 2027.

IT BEING the property conveyed to Hilton Capital Group, LLC by deed of bargain and sale from Society of Saint Pius X, Virginia Beach, Virginia, Inc. dated 09/10/2024 and recorded on 10/04/2024 as Instrument Number 202403042168.

Attachement 1-A-1B
Sketch and Survey



ATTACHMENT 1-A-1C
METES AND BOUNDS DESCRIPTION:
22'x23' LEASE AREA

BEGINNING AT A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF DAM NECK ROAD, SAID POINT BEING THE INTERSECTION OF THE DIVIDING LINE BETWEEN LOTS 34 AND 35 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "SUBDIVISION FOR W.W. SAWYER AND EDWIN J. SMITH, OF A TRACT OF LAND NEAR LAND TOWN IN PRINCESS ANNE COUNTY" SAID PLAT BEING DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH, VIRGINIA IN MAP BOOK 6, AT PAGE 81 WITH THE PRESENT DAY RIGHT-OF-WAY LINE OF DAM NECK ROAD, AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PLAT SHOWING PERPETUAL UTILITY EASEMENT TO BE ACQUIRED FROM HENRY THOMAS OWENS & MAZER RUTH OWENS BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION FOR LANDSTOWN ROAD UTILITY RELOCATIONS VDOT PROJECT NO. U000-134-124 AND CITY OF VIRGINIA BEACH PROJECT, LANDSTOWN ROAD CIP 6-003 PRINCESS ANNE BOROUGH - VIRGINIA BEACH, VIRGINIA" SAID PLAT BEING DULY RECORDED IN THE AFOREMENTIONED CLERK'S OFFICE IN MAP BOOK 219, AT PAGE 83; THENCE ALONG THE DIVIDING LINE BETWEEN LOTS 34 AND 35 S 52°08'18" E, A DISTANCE OF 683.75' TO A POINT; THENCE TURNING N 37°51'42" E, A DISTANCE OF 15.00' TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING N 37°51'42" E, A DISTANCE OF 22.00'; THENCE TURNING S 52°08'18" E, A DISTANCE OF 23.00'; THENCE TURNING S 37°51'42" W, A DISTANCE OF 22.00'; THENCE TURNING AND RUNNING S 52°08'18" E, A DISTANCE OF 23.00' TO THE TRUE POINT OF BEGINNING.

ATTACHMENT 1-A-1C continued
METES AND BOUNDS DESCRIPTION:
VARIABLE WIDTH ACCESS AND UTILITY EASEMENT

BEGINNING AT A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF DAM NECK ROAD, SAID POINT BEING THE INTERSECTION OF THE DIVIDING LINE BETWEEN LOTS 33 AND 34 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "SUBDIVISION FOR W.W. SAWYER AND EDWIN J. SMITH, OF A TRACT OF LAND NEAR LAND TOWN IN PRINCESS ANNE COUNTY" SAID PLAT BEING DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH, VIRGINIA IN MAP BOOK 6, AT PAGE 81 WITH THE PRESENT DAY RIGHT-OF-WAY LINE OF DAM NECK ROAD, AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PLAT SHOWING PERPETUAL UTILITY EASEMENT TO BE ACQUIRED FROM WILLIAM H. SMITH & SALLIE SMITH BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION FOR LANDSTOWN ROAD UTILITY RELOCATIONS VDOT PROJECT NO. U000-134-124 AND CITY OF VIRGINIA BEACH PROJECT, LANDSTOWN ROAD CIP 6-003 PRINCESS ANNE BOROUGH - VIRGINIA BEACH, VIRGINIA" SAID PLAT BEING DULY RECORDED IN THE FOREMENTIONED CLERK'S OFFICE IN MAP BOOK 219, AT PAGE 84; THENCE ALONG THE DIVIDING LINE BETWEEN LOTS 33 & 34 S 52°08'15" E, A DISTANCE OF 382.04' TO A POINT; THENCE S 07°25'56" E, A DISTANCE OF 131.74' TO A POINT; THENCE TURNING S 53°53'39" E, A DISTANCE OF 250.66' TO A POINT; THENCE S 35°40'35" W, A DISTANCE OF 56.34' TO A POINT; THENCE N 52°08'15" W, A DISTANCE OF 17.68' TO A POINT; THENCE S 37°51'45" W, A DISTANCE OF 12.83' TO A POINT ON THE NORTHERN EDGE OF A CERTAIN 15' WIDE VIRGINIA ELECTRIC AND POWER COMPANY EASEMENT, AS RECORDED IN THE CLERK'S OFFICE OF THE CITY OF VIRGINIA BEACH IN DEED BOOK 4068, AT PAGE 638; THENCE ALONG THE NORTHERN EDGE OF THE 15' WIDE VIRGINIA ELECTRIC AND POWER COMPANY EASEMENT N 52°16'51" W, A DISTANCE OF 15.52' TO A POINT, SAID POINT BEING THE INTERSECTION OF THE PREVIOUSLY MENTIONED 15' VEPCO EASEMENT WITH THE WESTERN EDGE OF AN 120' VEPCO RIGHT-OF-WAY AS SHOWN IN DEED BOOK 1170, AT PAGE 368 & 374; THENCE FOLLOWING ALONG THE VEPCO RIGHT-OF-WAY N 39°40'45" E, A DISTANCE OF 23.80'; THENCE CONTINUING N 35°40'45" E, A DISTANCE OF 19.43' TO A POINT; THENCE TURNING AND RUNNING N 53°53'39" W, A DISTANCE OF 252.00' TO A POINT ON THE REAR LOT LINE OF THE PROPERTY DEEDED TO HENRY THOMAS OWENS AND WIFE BY DEED RECORDED IN DEED BOOK 841, AT PAGE 523, THENCE N 37°50'01" E, A DISTANCE OF 41.69' TO A POINT; THENCE N 07°25'56" W, A DISTANCE OF 90.35' TO A POINT; THENCE N 52°08'15" W, A DISTANCE OF 370.59' TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF DAM NECK ROAD; THENCE ALONG DAM NECK ROAD N 37°51'12" E, A DISTANCE OF 20.00' TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED EASEMENT AREA CONTAINS 18,293.96 SQUARE FEET OR 0.420 ACRES.

ATTACHMENT 1-A-1C continued
METES AND BOUNDS DESCRIPTION:
10' UTILITY EASEMENT

BEGINNING AT A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF DAM NECK ROAD, SAID POINT BEING THE INTERSECTION OF THE DIVIDING LINE BETWEEN LOTS 33 AND 34 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "SUBDIVISION FOR W.W. SAWYER AND EDWIN J. SMITH, OF A TRACT OF LAND NEAR LAND TOWN IN PRINCESS ANNE COUNTY" SAID PLAT BEING DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH, VIRGINIA IN MAP BOOK 6, AT PAGE 81 WITH THE PRESENT DAY RIGHT-OF-WAY LINE OF DAM NECK ROAD, AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PLAT SHOWING PERPETUAL UTILITY EASEMENT TO BE ACQUIRED FROM WILLIAM H. SMITH & SALLIE SMITH BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION FOR LANDSTOWN ROAD UTILITY RELOCATIONS VDOT PROJECT NO. U000-134-124 AND CITY OF VIRGINIA BEACH PROJECT, LANDSTOWN ROAD CIP 6-003 PRINCESS ANNE BOROUGH - VIRGINIA BEACH, VIRGINIA" SAID PLAT BEING DULY RECORDED IN THE AFOREMENTIONED CLERK'S OFFICE IN MAP BOOK 219, AT PAGE 84; THENCE ALONG THE RIGHT-OF-WAY LINE OF DAM NECK ROAD $S 37^{\circ}51'12'' W$, A DISTANCE OF 100.00'; THENCE $S 52^{\circ}09'22'' E$, A DISTANCE OF 20.00' TO THE TRUE POINT OF BEGINNING. THENCE TURNING AND RUNNING WITH THE 20' UTILITY EASEMENT, AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PLAT SHOWING PERPETUAL UTILITY EASEMENT TO BE ACQUIRED FROM WILLIAM H. SMITH & SALLIE SMITH BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION FOR LANDSTOWN UTILITY RELOCATIONS VDOT PROJECT NO. U000-134-124 AND CITY OF VIRGINIA BEACH PROJECT, LANDSTOWN ROAD CIP 6-003 PRINCESS ANNE BOROUGH - VIRGINIA BEACH, VIRGINIA" SAID PLAT BEING DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH, VIRGINIA IN MAP BOOK 219, AT PAGE 84. $N 37^{\circ}51'12'' E$, A DISTANCE OF 10.00'; THENCE TURNING AND RUNNING $S 52^{\circ}09'22'' E$, A DISTANCE OF 369.30' TO A POINT ON THE EDGE OF AN EXISTING 15' WIDE VEPCO EASEMENT AS SHOWN IN DEED BOOK 4068, AT PAGE 638; THENCE ALONG SAID EASEMENT $S 23^{\circ}25'25'' W$, A DISTANCE OF 10.32' TO A POINT; THENCE $N 52^{\circ}09'22'' W$, A DISTANCE OF 371.87' TO THE TRUE POINT OF BEGINNING. THE ABOVE-DESCRIBED EASEMENT AREA CONTAINS 3,705.86 SQUARE FEET OR 0.085 ACRES.

Market: VA / WV
Cell Site Number: NF066
Cell Site Name: Holland Road
Fixed Asset Number: 10067657

SECOND AMENDMENT TO EASEMENT

THIS SECOND AMENDMENT TO EASEMENT ("**Amendment**") dated as of the later date below is by and between Father James Peek, Trustee of Society of Saint Pius X, Virginia Beach, Virginia as successor in interest to William H. and Sallie Smith, having a mailing address at 828 Sandoval Drive, Virginia Beach, VA 23454 ("**Grantor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to Triton PCS Property Company L.L.C., a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 ("**Grantee**").

WHEREAS, Grantor (or its affiliate or predecessor in interest) and Grantee (or its affiliate or predecessor in interest) entered into an Easement dated October 29, 1998, as amended by Amendment Number One dated June 1, 1999, whereby Grantor leased to Grantee certain Easement, therein described, that are a portion of the Property located at 3289 Dam Neck Road, Virginia Beach, VA 23453 (collectively, the "**Agreement**"); and

WHEREAS, the term of the Agreement will expire on April 14, 2023, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Grantor and Grantee desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Grantor and Grantee desire to adjust the Rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Grantor and Grantee desire to amend the Agreement to clarify the scope of Grantee's permitted use of the Easement; and

WHEREAS, Grantor and Grantee, desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Grantor and Grantee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Term.** The term of the Agreement shall be amended to provide that the current term, which commenced on October 29, 1998, shall expire on April 15, 2023 ("**Current Term**"), and commencing on April 16, 2023, will be automatically renewed, upon the same terms and conditions of the Agreement, for six (6) additional five (5) year terms (each an "**Extension Term**"). Hereafter, "**Term**" shall include the Current Term and any applicable Extension Term. The Terms will automatically renew without further action by Grantee, unless Grantee notifies Grantor in writing of Grantee's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the Current Term or any Extension Term. Grantor agrees and acknowledges that, except as such permitted use or other rights may be amended herein, Grantee may continue to use and exercise its rights under the Agreement as permitted prior to the first Extension Term.

2. **Termination.** In addition to any rights that may exist in the Agreement, Grantee may terminate the Agreement at any time with prior written notice to Grantor for any or no reason.

3. **Modification of Rent.** Commencing on July 1, 2022, the current rent payable under the Agreement shall be One Thousand and No/100 Dollars (\$1,000.00) per month (the "**Rent**"), and shall continue during the Term, subject to adjustment, if any, as provided below. In the event of any overpayment of Rent prior to or after the Effective Date, Grantee shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

4. **Future Rent Increase / Monthly Payments.** The Agreement is amended to provide that commencing on April 16, 2023, Rent shall increase by two percent (2%) over the Rent paid during the previous year, and every year thereafter.

5. **Permitted Use.** Grantee, its personnel, invitees, contractors, agents, subgrantees, or its authorized sublessees, or assigns may use the Easement, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon or relocate the same within the Easement at any time during the term of the Agreement for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services, or for any other reason. Grantor shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Grantor does not comply with the terms of this section, in addition to any other rights it may have at law, Grantee may terminate the Agreement and shall have no further liability to Grantor. If Grantor does not comply with the terms of this section, Grantee will have the right to exercise any and all rights that may be available to it under law and equity, including the right to cure Grantor's default and to deduct the costs of such cure from any monies due to Grantor from Grantee.

6. **Removal/Restoration.** In addition to the terms set forth in the Agreement, Grantor agrees that the Utilities and any related equipment brought to the Easement by Grantee, its agents, contractors, predecessors in interest or subgrantees, shall be and remain Grantee's personal property or the personal property of its subgrantee(s), as the case may be. Grantor waives any and all rights it may have, including any rights it may have in its capacity as Grantor under the Agreement to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to

or in connection with the Utilities or any portion thereof. Grantee, in its sole discretion, may remove the Utilities or any portion of the Utilities at any time during the Term of the Agreement, without notice to Grantor and without Grantor's consent. Notwithstanding any terms to the contrary, Grantee will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Grantee be required to remove from the Easement or the Property any foundations or underground utilities. Grantee, may, in its sole discretion, transfer any improvements or alterations to the Easement to Grantor at any time during the Term of the Agreement without notice to the Grantor and without the Grantor's consent.

7. 24/7 Access. Grantor hereby grants to Grantee, its authorized subgrantees, and to any public or private utility serving Grantee's Utilities or related equipment, access to the Easement and to and over the Property twenty-four hours per day, seven days per week (24/7), including but not limited to, access from an accessible, open and maintained public road to the Easement, for the installation, maintenance, repair, modification, alteration, or refurbishment of the Utilities or any equipment related to such Utilities as such access is deemed necessary by Grantee, in its sole discretion, without the requirement of notice by Grantee to Grantor. In the event that any public or private utility serving Grantee's Utilities is unable to use the access provided to Grantee, the Grantor hereby agrees to grant additional access to Grantee or to such public or private utility, for the benefit of Grantee, at no cost to Grantee and pursuant to the same terms and conditions as noted above. The terms and conditions regarding access in the Agreement remain in full force and effect, except as modified by this paragraph.

8. Acknowledgement. Grantor acknowledges that: 1) this Amendment is entered into of the Grantor's free will and volition; 2) Grantor has read and understands this Amendment and the underlying Agreement and, prior to execution of this Amendment, was free to consult with counsel of its choosing regarding Grantor's decision to enter into this Amendment and to have counsel review the terms and conditions of this Amendment; 3) Grantor has been advised and is informed that should Grantor not enter into this Amendment, the underlying Agreement between Grantor and Grantee, including any termination or non-renewal provision therein, would remain in full force and effect.

9. Notices. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Grantor:

Society of Saint Pius X
828 Sandoval Drive
Virginia Beach, VA 23454

If to Grantee:

New Cingular Wireless PCS, LLC
Attn: TAG - LA

Re: Cell Site #: NF066
Cell Site Name: Holland Road (VA)
Fixed Asset #: 10067657
1025 Lenox Park Blvd. NE
3rd Floor
Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: NF066
Cell Site Name: Holland Road (VA)
Fixed Asset #: 10067657
208 S. Akard Street
Dallas, TX 75202

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

10. Sale of Property.

(a) Grantor shall not be prohibited from the selling, leasing or use of any of the Property or the surrounding Property except as provided below.

(b) If Grantor, at any time during the Term of the Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Easement, or all or any part of the Property or surrounding Property, to a purchaser other than Grantee, Grantor shall promptly notify Grantee in writing, and such rezoning, sale, subdivision or transfer shall be subject to the Agreement and Grantee's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Grantor or its successor shall send the documents listed below in this subsection (b) to Grantee. Until Grantee receives all such documents, Grantee shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Grantor including phone number(s)

(c) Grantor agrees not to sell, lease or use any areas of the Property or surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Grantee's Permitted Use or communications equipment as determined by radio propagation tests performed by Grantee in its

sole discretion. Grantor or Grantor's prospective purchaser shall reimburse Grantee for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Grantee, Grantor shall be prohibited from selling, leasing or using any areas of the Property or the surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Grantor under the Agreement, including interference and access obligations.

11. Right of First Refusal. Notwithstanding any other provisions contained in the Agreement, if at any time after the Effective Date, Grantor receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Easement, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Easement ("Offer"), Grantor shall immediately furnish Grantee with a copy of the Offer. Grantee shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer, but Grantee may assign its rights to a third party. If Grantee chooses not to exercise this right or fails to provide written notice to Grantor within the ninety (90) day period, Grantor may sell, convey, assign or transfer such property interest in or related to the Easement pursuant to the Offer, subject to the terms of the Agreement. If Grantor attempts to sell, convey, assign or transfer such property interest in or related to the Easement without complying with this Section 11, the sale, conveyance, assignment or transfer shall be void. Grantee shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement until Grantor complies with this Section 11. Grantee's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 11 with respect to any future proposed conveyances as described herein.

12. Charges. All charges payable under the Agreement such as utilities and taxes shall be billed by Grantor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Grantor, and shall not be payable by Grantee. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Grantor. The provisions of this subsection shall survive the termination or expiration of the Agreement.

13. Memorandum of Agreement. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Agreement substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

14. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

15. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

GRANTOR:

Father James Peek,
Trustee of Society of Saint Pius X, Virginia
Beach

GRANTEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: James Peek

Print Name: JAMES PEEK

Its: FATHER

Date: 2 / 21 / 2023

By: Stephen M. Howard

Print Name: STEPHEN M HOWARD

Its: AREA MANAGER

Date: 2023-03-15

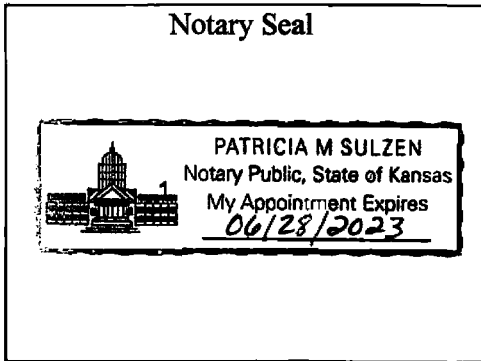
[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

GRANTOR ACKNOWLEDGEMENT

STATE OF Kansas)
COUNTY OF Pottawatomie) SS.

I certify that I know or have satisfactory evidence that **Father James Peek**, is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the **Trustee of Society of Saint Pius X, Virginia Beach**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: Feb. 21, 2023.



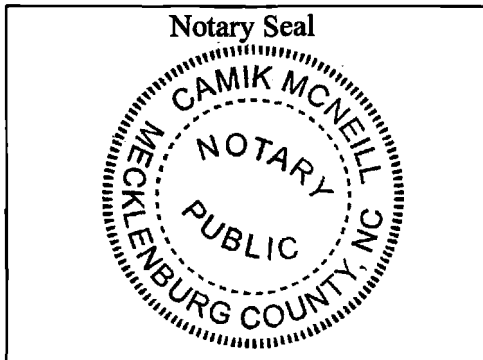
Patricia M. Sulzen
(Signature of Notary)
Patricia M. Sulzen
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
Kansas
My appointment expires: 06/28/2023

GRANTEE ACKNOWLEDGEMENT

STATE OF North Carolina)
) SS.
COUNTY OF Mecklenburg)

I certify that I know or have satisfactory evidence that Stephen Howard is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Area Manager of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 3/20/2023



(Signature)
(Signature of Notary)
Camik McNeill
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
NC
My appointment expires: 4/10/2023

[see next pages]

TAX MAP:

Consideration: N/A

PREPARED BY:

MD7, LLC

WHEN RECORDED RETURN TO:

Catherine Abejar, Lease Processing
(469) 965-9850
MD7, LLC
950 W. Bethany Drive, Suite 700
Allen, TX 75013

SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: NF066
Cell Site Name: Holland Road (VA)
Fixed Asset Number: 10067657
State: VA
County: Virginia Beach City

**MEMORANDUM
OF
AGREEMENT**

This Memorandum of Agreement is entered into on this 20th day of MARCH, 2023, by and between Father James Peek, Trustee of Society of Saint Pius X, Virginia Beach, Virginia as successor in interest to William H. and Sallie Smith, having a mailing address at 828 Sandoval Drive, Virginia Beach, VA 23454 (hereinafter referred to as "**Grantor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to Triton PCS Property Company L.L.C., a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "**Grantee**").

1. Grantor (or its affiliate or predecessor-in-interest) and Grantee (or its affiliate or predecessor-in-interest) entered into a certain Easement dated October 29, 1998, as amended by that certain Amendment Number One dated June 1, 1999, and as further amended by that certain Second Amendment to Easement dated MARCH 20, 2023 (hereinafter, collectively, the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Grantor's real property located in the City of Virginia Beach, County of Virginia Beach City, commonly known as 3289 Dam Neck Road. All of the foregoing are set forth in the Agreement.

2. Commencing on April 16, 2023, the Agreement shall extend for six (6) successive five (5) year options to renew.
3. The portion of the land being leased to Grantee (the "Easement") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Agreement is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

GRANTOR:

Father James Peek,
Trustee of Society of Saint Pius X, Virginia
Beach, Virginia Beach

GRANTEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: *James Peek*

Print Name: JAMES PEEK

Its: FATHER

Date: 2/21/2023

By: *Stephen M. Howard*

Print Name: STEPHEN M HOWARD

Its: AREA MANAGER

Date: 2023-03-20

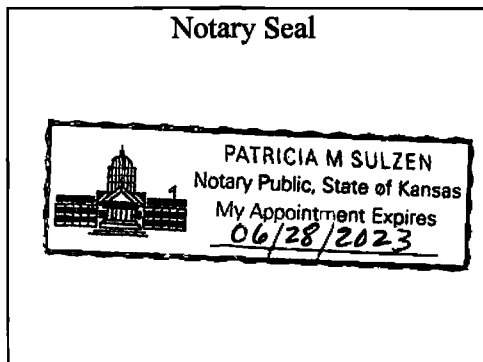
[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

GRANTOR ACKNOWLEDGEMENT

STATE OF Kansas)
) SS.
COUNTY OF Pottawatomie)

I certify that I know or have satisfactory evidence that **Father James Peek** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the **Trustee of Society of Saint Pius X, Virginia Beach, Virginia Beach**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: Feb. 21, 2023.



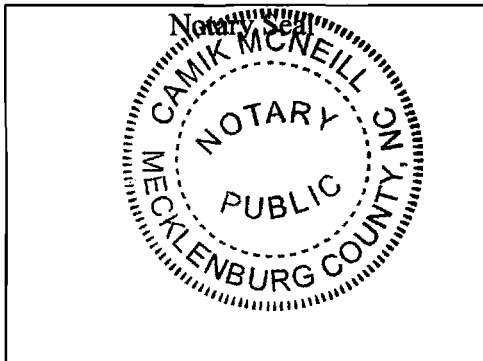
Patricia M. Sulzen
(Signature of Notary)
Patricia m. Sulzen
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
Kansas
My appointment expires: 06/28/2023

GRANTEE ACKNOWLEDGEMENT

STATE OF NC)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Stephen Howard
is the person who appeared before me, and said person acknowledged that he/she signed this
instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged
it as the Area Manager of AT&T Mobility Corporation, the Manager of New
Cingular Wireless PCS, LLC, a Delaware limited liability company, to be the free and
voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 3/20/2023.



Camik McNeill
(Signature of Notary)
Camik McNeill
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
NC
My appointment expires: 11

Exhibit 1 to Memorandum of Agreement

Legal Description

Street Address: 3289 Dam Neck Road, Virginia Beach, VA 23453

APN: 149-513-64000-000

That certain Easement (and access and utility easements) on a portion of the real property described as follows:

ALL THAT certain lot, piece or parcel of land, with its appurtenances, situate in the City of Virginia Beach, Virginia, and bounded and described as follows, towit: Beginning at a point on the southeastern side of Landstown Road at the dividing line between Lots 33 and 34 on the plat of the Subdivision of W.W. Sawyer and Edwin J. Smith, duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 6, at page 81, and from thence running S 57 degrees 38' E 1,025 feet to the dividing line between Lots 25 and 26 on said plat; thence S 23 degrees 03' W 200.66 feet to the dividing line between Lots 34 and 35 on said plat; thence N 57 degrees 38' W 804.4 feet to the line of the property conveyed by the grantors to Henry Thomas Owens and wife, by deed dated April 28, 1984, and duly recorded in the said Clerk's Office in Deed Book 841, page 523; thence N 32 degrees 22' E 100 feet; thence S 57 degrees 38' W 435.8 feet to Landstown Road; thence N 32 degrees 22' E along Landstown Road 100 feet to the point of beginning.

IT BEING the same property conveyed to the said parties of the first part by deed dated 6/2/81, from Theodore Morings, et ux and duly recorded in the aforesaid Clerk's Office, in Deed Book 2157, page 859.

TINA E. SINNEN, CLERK
2025 JAN 24 PM 1:00
RECEIVED VIRGINIA BEACH CIRCUIT CT

INSTRUMENT # 202503002873 PAGE 1 OF 22
RECORDED VIRGINIA BEACH CIRCUIT COURT
Jan 24, 2025 AT 02:31 pm ESMT
TINA E. SINNEN, CLERK

RECEIVED
VIRGINIA BEACH CIRCUIT CT
2025 JAN 23 PM 3:26
TINA E. SINNEN, CLERK

Prepared by and Return to:

Hilton Capital Group, LLC
5710 Wooster Pike
Suite 320
Cincinnati, OH 45227

(Recorder's Use Above this Line)

Property GPIN: 1495-13-6400-0000

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") dated as of January 10, 2025, ("Execution Date") by and between by and between Hilton Capital Group, LLC, an Ohio limited liability company ("Grantor") and Dam Neck Tower, LLC, an Ohio limited liability company ("Grantee").

BACKGROUND

Grantor is the fee simple owner of the real property commonly known as 3289 Dam Neck Road, Virginia Beach VA 23453, as described on Attachment "A" hereto (the "Property"). Grantor desires to grant to Grantee certain easement rights with respect to the Property, as more particularly described below, and subject to the terms and conditions of this Agreement. This Agreement will be binding on any successor owner of the Property (i.e. a "Successor Owner")

AGREEMENTS

For and in consideration of Ten and No/100 Dollars (\$10.00), the mutual 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; Underlying Agreements. Grantor, for itself and its successors and assigns, hereby grants and conveys to Grantee and its successors and assigns the easements referenced below (collectively, the "Easements") for the purposes set forth in Section 6 hereof:

RECEIVED
VIRGINIA BEACH CIRCUIT CT
2025 JAN 21 PM 12:34
TINA E. SINNEN, CLERK

- i. Subject to conditions, restrictions, easements and leases affecting the subject area, an exclusive easement in and to that portion of the Property more particularly described on Attachment "B" hereto (the "Exclusive Easement"), for the purpose of the Permitted Use (as such term is defined in Section 6.1 below);
- ii. a non-exclusive easement in and to that portion of the Property more particularly described on Attachment "C" hereto (the "Access and Utility Easement"), for the purpose of the Access and Utility Uses (as such term is defined in Section 6.2 below). All prior Access Easements affecting the Property shall no longer be dedicated for use as access to the Exclusive Easement area and are available for all purposes in the discretion of the property owner at the time a new access to the Exclusive Easement area easement is provided by Successor Owner to Grantee for ingress/egress in accordance with this Agreement. A drawing by AES Consulting Engineers specifying a new Access and Utility Easement is attached hereto as Attachment D. Grantee understands any new access easement will require a site plan approved by the City of Virginia Beach, Virginia. All existing utility easements for electricity and telecommunication lines can be relocated, at its expense, by Successor Owner to a location that will permit it to utilize its development of the Property in accordance with the site plan for the Property. Any relocation of any utility lines shall be done in a manner which does not interfere with Grantee's use of its facilities.

2. The parties hereto acknowledge the existence and effectiveness of the Easements and Lease Agreements attached hereto as Attachment "E" (the "Existing Agreements") to the extent that they do not contradict the provisions of this Agreement. Assignment of Existing Agreements. Grantor hereby assigns, transfers, and conveys to Grantee all of its rights, title, and interest in and to the Existing Agreements pertaining to the Property, including but not limited to the payment of rent due thereunder, effective as of the Execution Date of this Agreement. Notwithstanding the assignment of the Existing Agreements to Grantee, Grantor shall remain fully obligated to perform any obligations arising specifically from its fee ownership of the land, including but not limited to: a. Payment of all real property taxes and assessments related to the Property. b. Maintenance of the Property in compliance with applicable zoning laws, land use regulations, and any environmental laws or requirements. c. Indemnification obligations relating to any claims or liabilities arising from Grantor's prior ownership and use of the Property that occurred before the Execution Date of this Agreement. The assignment of the Existing Agreements shall not relieve Grantor, or any Successor Owner, of any obligations or liabilities pertaining to its fee ownership of the Property, and Grantor shall continue to be a party to the Existing Agreements for the purpose of fulfilling these obligations.

3. 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.

4. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective lessees, licensees, invitees, 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, including but not limited to those set forth in Sections 1, 10, 11, 12 and, 23, 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.

5. Duration. The Easements granted herein shall be appurtenant to the Property and shall be perpetual,

unless and until Grantee provides written, recordable notice to Grantor of its intent to terminate this Agreement, which Grantee may deliver at any time to Grantor in its sole discretion in which event this Agreement and all obligations of Grantee hereunder shall terminate upon Grantee's delivery of such notice. In the event that the use of the Easements is abandoned (as hereinafter defined as "Abandoned" or "Abandonment") by Grantee, or its successors, then Grantor, or its successors, may terminate the Easements by providing legally sufficient evidence of such Abandonment, and following such termination all right and title to the land constituting the Easements shall revert back to Grantor. Grantee shall be deemed to have Abandoned, and/or Abandonment shall be deemed to have occurred if neither Grantee nor any of its affiliates, subsidiaries, officers, employees, contractors, customers, tenants, lessees, subtenants, sublessees, contractors, agents or invitees or their respective successors or assigns (collectively, the "Grantee Parties") utilize (such use shall be construed broadly to include, but not be limited to, construction, repair, replace, maintenance, inspection, operation and use of the tower system for the broadcast and receipt of telecommunications, data communications or other signals, and any other legally permitted use, and any and all other equipment related thereto, including, without limitation, poles, radios, antennas, wires, cables, guy wires, anchors, brace-poles, fences, generators and other equipment) the tower site or facilities located thereon or appurtenant thereto in any manner for a consecutive period of five (5) years, and, following the expiration of such 5-year period, do not respond within forty-five (45) days of Grantor's written notice to Grantee requesting acknowledgement of Grantee's Abandonment, which notice shall assert that non-response will result in termination of the Easements.

6. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneous with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due in support of this Agreement.

7. Permitted Use of Easement Areas.

7.1 Permitted Use. The Exclusive Easement may be used by Grantee and the Grantee Parties for installing, constructing, maintaining, operating, modifying, repairing, replacing and removing Improvements (as hereinafter defined) and equipment, which may be located on the Exclusive Easement from time to time, for the facilitation of communications and other related uses in connection therewith. Grantee and the Grantee Parties may make any improvements, alterations or modifications to the Easements as are deemed appropriate by Grantee, in its sole discretion. At all times, Grantee and the Grantee Parties 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 all or any portion of the Easements, 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 enter upon or use the Exclusive Easement for any reason and shall not disturb the right of Grantee or a Grantee Party to use the Exclusive Easement in any manner. Grantor and Grantee acknowledge that Grantee and the Grantee Parties may be locating expensive telecommunications equipment and other equipment in the Exclusive Easement and that Grantee, in order to comply with any applicable Federal and State regulations, must and is hereby permitted to construct a fence around and any other improvements or alterations as may from time to time be required by any governing authority upon all or part of the Exclusive Easement, and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement. All of the foregoing rights of Grantee and the Grantee Parties to enter upon and use the Exclusive Easement in this Section 6.1 shall constitute the "Permitted Use."

7.2 Access and Utility Uses. The Access and Utility Easements may be used on a non-exclusive

basis by Grantee and the Grantee Parties for ingress and egress from and to the Exclusive Easement, as well as the construction, installation, operation and maintenance of (a) access drives, (b) curb cuts and (c) 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 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 Easements by Grantee or a Grantee Party; and Grantor shall not utilize the Access and Utility Easements in any manner that interferes with the use of such area by Grantee or a Grantee Party. Grantee and the Grantee Parties shall not in any manner prevent access to, and use of, the Access and Utility Easements by Grantor. All of the foregoing in this Section 6.2 shall constitute the "Access and Utility Uses."

8. Equipment and Fixtures. Grantee or a Grantee Party shall have the right to erect, install, maintain, replace, modify, relocate, remove, and operate on the Exclusive Easement such equipment, improvements, infrastructure, structures, fixtures, towers, guy wires, guy anchors, and antennas (collectively, the "Improvements") and other personal property as Grantee may deem necessary or appropriate, and such Improvements, including the Improvements currently situated on the Exclusive Easement, shall not be deemed to be part of the Property, but shall remain the property of Grantee or such Grantee Party. Subject to the provisions in Section 27 of this Agreement, Grantee or a Grantee Party may freely remove their respective Improvements from the Easements at any time. Grantee shall maintain all such Improvements in good condition and repair, and shall pay all costs and expenses and taxes associated with such property.

9. Assignment. Grantee may assign this Agreement, in whole or in part, to any person or entity, including but not limited to an affiliate, subsidiary, or lender of Grantee at any time without the prior written consent of Grantor. If any such assignee agrees to assume all the obligations of Grantee under this Agreement, and the assignee has financial capability equal to or greater than the Grantee, then Grantee shall be automatically relieved of all duties and obligations and released from all liabilities attributable to Grantee pursuant to this Agreement. Upon the making of an assignment the Grantee shall provide notice to the Grantor within fourteen (14) days.

10. Covenants and Agreements.

10.1 Grantor represents and warrants that it is the owner in fee simple of the Property, free and clear of all liens and encumbrances, and that it alone has full right to grant the Easements. Grantor further represents and warrants that Grantee shall peaceably and quietly hold and enjoy the Easements without any hindrance, molestation or ejection by any party whomsoever.

10.2 Grantor shall pay when due all real property taxes and all other fees and assessments attributable to the Property. If Grantor fails to pay when due any taxes affecting the Property, Grantee shall have the right but not the obligation to pay such taxes and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee. Grantee shall reimburse Grantor for all tax assessments to its improvements on the Exclusive Easement area which may be shown on the City assessment documents. Notwithstanding the foregoing, in Grantee's sole discretion, if the Easements are eligible for a separate assessor's parcel number, then Grantee may apply for and obtain a separate assessor's parcel number and the real property tax bill for the Easements shall be sent directly to and shall be paid by Grantee. Grantee's direct payment of the taxes for the Easements does not relieve the Grantor from its obligation to keep current the taxes assessed against the remainder of the Property.

10.3 Unless the Exclusive Easement already constitutes a separate tract or tax parcel, 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, nor shall Grantor cause the area comprising the Easements to be separately assessed for tax purposes unless Grantee chooses to do so in its sole discretion. If it is determined by Grantee in its sole judgment at any time, that the transfer of the Easements set forth herein requires or shall require the subdivision of the Property, 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.

10.4 Grantor shall not grant, create, or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title on the Exclusive Easement.

10.5 Grantor shall not request or agree to amend or modify the current zoning of the Exclusive Easement without the prior written approval of Grantee, which approval shall not be unreasonably withheld or delayed. From and after the Execution Date, Grantor shall promptly deliver to Grantee copies of any governmental request or notice affecting the Easements, including any condemnation or rezoning notice. Notwithstanding the above, Grantee acknowledges and agrees that Grantor presently intends to request a change of zoning category from AG-1 to I-2 (light industrial). Prior to submitting the zone change application, the Grantor shall provide Grantee copies of the application and all appurtenant documents and plans for the zone change application for the Grantee's review and approval, which approval shall not be unreasonably withheld or delayed. Upon Grantee's approval of the application and plans Grantee will not, formally or informally, oppose the Grantor's request for rezoning to I-2.

10.6 Grantor will comply with all laws, ordinances and regulations affecting the Property (including, without limitation, all environmental, health and safety laws) with respect to the Property and shall promptly deliver to Grantee copies of any notices concerning or related to possible or actual violation of any laws, ordinances or regulation. Grantor agrees to promptly address and correct any adverse environmental condition on or affecting the Property, in compliance with applicable environmental, health and safety laws, (other than any adverse environmental condition directly caused by Grantee, which shall remain the responsibility of Grantee).

10.7 Grantor hereby agrees to indemnify, defend and hold harmless Grantee and the Grantee Parties and their 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 or in any agreement executed in connection herewith or in connection with Grantor's use of the Property.

10.8 During the Duration of this Agreement and Easements conveyed herein, as set forth in Paragraph 4 above, Grantor, its successors and/or assigns, shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Property or Grantor's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure without the prior written consent of Grantee, which may be withheld, conditioned, and/or delayed in Grantee's sole, reasonable discretion.

11. Non-Disturbance. Grantor will not modify or grant any easement, ground lease, lease, license, sale or other similar interest of or upon the: (i) Easements; or (ii) the Property if, with respect to the Property, such would interfere with the use of the Easements by Grantee or a Grantee Party. Grantee and the Grantee Parties are currently utilizing the Exclusive Easement for the Permitted Use which includes the purpose of transmitting and receiving telecommunication signals, including but not limited to wireless telecommunications signals. Grantor and Grantee recognize that Grantee's use of the Easements 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, or if access and/or utilities to and from the Exclusive Easement were partially and/or completely inhibited. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing, and shall promptly undertake any remedial action necessary to do so. Grantee shall have the express right to seek an injunction to prevent any of the activity prohibited by this Section 10.

12. 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 and the Grantee Parties full, complete, uninterrupted and unconditional access to and from the Exclusive Easement, seven (7) days a week, twenty-four (24) hours a day, over and across the Property and any adjacent property now or hereafter owned by Grantor, for, without limitation, ingress and egress to and from the Exclusive Easement, as well as the construction, installation, location, maintenance, relocation and repair of overhead and/or underground utility connections, including electric, telephone, gas, water, and sewer provided that Grantee shall repair any damages to the Property caused by such access. 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 shall amend the description of the Access and Utility Easement set forth herein to include the description of such areas. If it becomes necessary to relocate any of the utility lines that serve the Exclusive Easement, Grantor hereby consents to the reasonable relocation of such utility lines upon the Property for no additional consideration, and hereby agrees to reasonably cooperate with Grantee to create a revised legal description for Access and Utility Easement that will reflect such relocation.

13. Mortgagees' Continuation Rights and Notice and Cure. Grantor consents to the granting by Grantee of a lien and security interest in Grantee's interest in this Agreement and all of Grantee's property and fixtures attached to the Easements described herein, and furthermore consents to the exercise by any current or future mortgagee of Grantee ("Grantee's Mortgagee") of its rights of foreclosure with respect to its lien and security interest. Provided that Grantee gives Grantor written notice of any such mortgagee, Grantor agrees to recognize Grantee's Mortgagee as Grantee hereunder upon any such exercise by Grantee's mortgagee of its rights of foreclosure. Grantor hereby agrees to give Grantee and Grantee's Mortgagee written notice of any breach or default of the terms of this Agreement within fifteen (15) days after the occurrence thereof at such address as is specified by Grantee in its notice to Grantor of the existence of such Grantee's Mortgagee or to any additional address designated by Grantee or Grantee's Mortgagee in writing. Grantor further agrees that no default under this Agreement shall be deemed to have occurred unless such notice to Grantee's Mortgagee is also given and that, in the event of any such breach or default under the terms of this Agreement, Grantee and Grantee's Mortgagee shall have the right for a period of ninety (90) days after receipt of written notice from Grantor to cure or correct any such default, and Grantor agrees to accept such payment or performance on the part of the Grantee's Mortgagee as though the same had been made or performed by the Grantee. Grantor agrees that it

shall enter into any reasonable amendment hereto requested by any current or future Grantee Mortgagee.

14. 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):

Grantor: Hilton Capital Group, LLC
5710 Wooster Pike
Suite 320
Cincinnati, OH 4227

Grantee: Dam Neck Tower, LLC
5710 Wooster Pike
Suite 320
Cincinnati, OH 45227

15. 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, acts of God, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority and any other cause not within the control of Grantor or Grantee, as the case may be.

16. Recording. This Agreement shall be recorded.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia where the Property is located.

18. 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.

19. 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.

20. 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.

21. 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 for an extended term of the shorter of ninety-nine (99) years, or otherwise the longest term permissible by applicable law between Grantor, as lessor, and Grantee, as lessee, (with the Exclusive Easement area being the leased premises therein for the purpose of the Permitted Use, and the Access and Utility Easement area remaining a non-exclusive easement for the purpose of the Access and Utility Uses for uses consistent with those set forth in Section 6 hereof, and containing other terms and conditions reasonably 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 Easements; nor shall Grantor be entitled to any additional consideration in connection with such subleases and licenses; and provided that 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 the shorter of ninety-nine (99) years, or otherwise the longest term permissible by applicable law.

22. Attorneys' 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 attorneys' 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.

23. Entire Understanding and Amendment. This Agreement by and between Grantor and Grantee, 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.

24. Zoning; Relocation of facilities by Grantee. To the extent any Improvements upon the Exclusive Easement do not meet zoning or other land-use requirements, or to the extent such Improvements may have to be relocated due to other federal, state or local laws, regulations or ordinances governing the location and operation of the Improvements, Grantor hereby consents to the reasonable relocation of such Improvements to accommodate such requirements. Relocation or modification of the Exclusive Easement area or the Improvements within the Exclusive Easement area shall be made only to the area of the property encumbered by the existing 120' Dominion Virginia Power easement. The relocation site of the facilities shall be based on the following criteria: technological necessity, proximity to an existing access easement, a location which will least likely to cause disruption of existing uses on the Property. Grantor hereby agrees to reasonably cooperate with Grantee to create a revised legal description for the Exclusive Easement and the Access and Utility Easement that will accommodate the requirements for any relocated Improvements, including its access and utility needs. 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 Property and the Easements; and that Grantor shall promptly cooperate with Grantee in making application for obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easements.

25. 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 Property 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.

26. Successors and Assigns. The terms of this Agreement shall be binding on, and shall inure to the benefit of the parties hereto, and their successors and assigns.

27. Further Acts; Attorney-In-Fact. Grantor shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may reasonably require to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor's attorney-in-fact coupled with an interest to prepare, execute and deliver land-use and zoning applications that concern the Improvements, on behalf of Grantor with federal, state and local governmental authorities for the purposes of maintaining existing permits, obtaining future permits, licenses and to meet Grantee's contractual responsibilities. Prior to exercising the authority granted herein Grantee shall provide to Grantor notice of its intent to do so and such notice shall include pertinent information as to the purpose of such action, the contact name, phone number and email for the Grantee's personnel, agent or representative working on the action, and all pertinent contact information for the party or parties the Grantee is submitting the action to for approval. The Grantee shall provide Grantor with the notice at least fifteen (15) days prior to exercising the authority granted under these provisions.

28. Termination by Grantee. Grantee may terminate the Agreement at any time upon prior written notice to Grantor. Within one hundred eighty (180) days of the termination of this Agreement by Grantee or within one hundred eighty (180) days of termination of this Agreement by Grantor as a result of Abandonment (as previously defined) Grantee and Grantee's customers and sublessees shall remove all of their communications equipment and other personal property from the Exclusive Easement, including the removal of any above-ground Improvements, but not including any underground Improvements or utilities which Tenant shall be permitted to abandon in the ground, if any, and restore the Exclusive Easement to its original condition, or as near there to as existed at the time of Grantee's installation of the Improvements as is commercially reasonable, reasonable wear and tear excepted.

29. Insurance.

29.1 Grantee shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, to the extent required by law, Grantee shall maintain worker's compensation in statutory amounts and employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000). Grantee shall provide Grantor with evidence of such insurance in the form of a certificate of insurance within thirty (30) days of written request from Grantor therefore throughout the duration of this Agreement.

29.2 Grantor shall maintain general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In the event that in the future Grantor is required by statute to obtain Workers Compensation insurance Grantor shall provide a certificate of insurance for same to Grantee. Grantor shall provide Grantee with evidence of such insurance in the form of a certificate of insurance within thirty (30) days of written request from Grantor therefore throughout the duration of this Agreement.

29.3 Waiver of Subrogation. Notwithstanding anything to the contrary contained in this Agreement, each Party waives any and all rights to recover against the other, or against the officers, directors, shareholders, members, partners, joint venturers, employees, agents, customers, invitees or business visitors of such other Party, for any loss or damage to such waiving Party arising from any cause covered by any property insurance actually carried, or required hereunder to be carried, by such Party. Each Party, from time to time, will cause its respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Properties and the Easement.

30. Indemnification.

30.1 To the extent permitted by law, Grantee agrees to defend, indemnify and save harmless Grantor from and against all claims, losses, costs, expenses, or damages from a third party, arising from:

30.1.1 The gross negligence, willful misconduct or strict liability of Grantee, or its agents, employees, or contractors; or

30.1.2 Any material breach by Grantee of any provision of this Agreement. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Grantee will have no liability to Grantor to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Grantor, or of Grantor's agents, employees or contractors.

30.2 To the extent permitted by law, Grantor agrees to defend, indemnify and save harmless Grantee from and against all claims, losses, costs, expenses, or damages from a third party, arising from

30.2.1 The negligence, willful misconduct or strict liability of Grantor or its agents, employees, or contractors; or

30.2.2 Any material breach by Grantor of any provision of this Agreement. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Grantor will have no liability to Grantee to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Grantee, or of Grantee's, agents, employees or contractors.

31. No Merger. The conveyance of the Easements from Grantor to Grantee are not intended to operate to effectuate a merger of the Easements with either the Grantor's or the Grantee's Property. Grantor and Grantee intend that the Easements shall remain separate and distinct interests from the fee simple ownership of the the Property, and that the conveyance of the Easements to the Grantee shall not extinguish or otherwise affect the rights granted herein or within any of the Existing Agreements.

32. Environmental Laws.

32.1 Grantee represents, warrants and agrees that it will conduct its activities on the Easements in compliance with all applicable Environmental Laws (as defined in Section 30.5 below)

32.2 Grantor represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property and Easements in compliance with all applicable Environmental Laws.

32.3 Grantee agrees to defend, indemnify and hold the Grantor harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorneys' fees that Grantor may suffer due to any noncompliance with Environmental Laws by Grantee or attributable to Grantee's operations, or due to any spill or release of Hazardous Substances (as defined in Section 30.6 below) attributable to Grantee's operations on the Easements.

32.4 Grantor agrees to defend, indemnify and hold the Grantee harmless from and against any and all claims, causes of action, demand and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorneys' fees that Grantee may suffer due to any non-compliance with Environmental Laws or the presence or release of Hazardous Substances on the Property or Easements, in each case that are not attributable to Grantee's operations on the Easements. The indemnifications in this Section 30 specifically include direct costs incurred in connection with any investigation of Property conditions or any cleanup, remedial, removal or restoration work required by any governmental authority of the Property or Easements.

32.5 As used in this Agreement, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., the National Environmental Policy Act of 1999, including all FCC rules and regulations implementing such act or any other comparable local, state or federal statute or ordinance pertaining to the human health and the environment and all regulations pertaining thereto.

32.6 As used in this Agreement, "Hazardous Substance" means any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by Environmental Laws; and any petroleum products and their by-products.

33. Grantor's Right to Relocate. Grantor shall have the one-time right, upon thirty (30) days written notice to Grantee, and upon receiving written consent by the Grantee, to relocate the Access and Utilities Easements, or any portion thereof, used by Grantee for access or utilities serving the Exclusive Easement area, provided that: (a) Grantee has uninterrupted vehicular and pedestrian access and utility service to the Exclusive Easement while the Access and Utility Easements and the related improvements are being modified or relocated; (b) the relocation does not materially diminish, reduce, or limit the Grantee's use of the Exclusive Easement; (c) Grantor pays all costs and expenses associated with the relocation of the access road shown on the proposed Access and Utility Easements. Grantor shall be responsible for the relocation or modification of the utilities serving the Exclusive Easement area; (d) there are no conditions, restrictions, encumbrances, easements, or

third party interests that could result in reduction or termination of Grantee's use of the new or modified Access and Utility Easements; (e) Grantor provides Grantee with a legal description and recordable documentation, and amendment to the Easement and any underlying lease(s) defining and describing the new or modified Access and Utility Easements and documentation as to the location and detail of the proposed physical improvements for the access and/or utilities serving the Premises to Grantee at least thirty (30) days prior to the relocation of the same; (f) the condition of the improvements in the modified or new Access and Utility Easements shall be equivalent to or better than the existing improvements; (g) Grantee agrees to not unreasonably withhold consent ; (h) Grantor shall provide the draft plans for the design and installation of the facilities to be relocated for review and approval of the Grantee which approval shall not be unreasonably withheld or delayed.

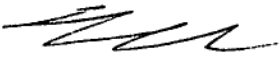
Attachments:

- Attachment "A" – Property
- Attachment "B" – Exclusive Easement
- Attachment "C" – Access and Utility Easement
- Attachment "D" – Survey or Sketch
- Attachment "E" – Existing Telecom Agreements

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

GRANTOR:

X 

By: Kevin McGraw

Printed: Hilton Capital Group, LLC

Its: Managing Member

Acknowledgment

GRANTOR

STATE OF OHIO)
 COUNTY OF HAMILTON) ss:

On 1-10-2025 before me, Daniel E. Lello, personally (here insert name and title of the Notary Public) appeared Kevin McCreaw *, personally known to me (or proved to me on Name(s) of Document Signer(s) the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which they person(s) acted, executed the instrument.

** Managing Member of Hilton Capital Group, LLC*

WITNESS my hand and official seal.

Signature: 

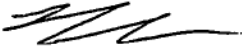
Notary Public Daniel E. Lello

My Commission Expires: 5-6-28 {Seal}



DANIEL E. LELLO
 Notary Public, State of Ohio
 My Commission Expires:
 05-06-2028

GRANTEE:



By: Kevin Mcbraw

Printed: Damn Neck Tower, LLC

Its: Manager

Acknowledgment

GRANTEE

STATE OF OHIO)COUNTY OF HAMILTON)^{SS:}

On 1-10-2025 before me, Daniel E. Lello, personally (here insert name and title of the Notary Public) appeared Kevin Mcraw & , personally known to me (or proved to me on Name(s) of Document Signer(s) the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which they person(s) acted, executed the instrument.

& Manager of Dam Neck Tower, LLC

WITNESS my hand and official seal.

Signature: [Signature] NotaryPublic Daniel E. LelloMy Commission Expires: 5-6-28

{Seal}



DANIEL E. LELLO
Notary Public, State of Ohio
My Commission Expires:
05-06-2028

Attachment "A"

ALL THAT certain lot, piece or parcel of land, with its appurtenances, situate in the City of Virginia Beach, Virginia, and bounded and described as follows, to-wit: Beginning at a point on the southeastern side of Landstown Road at the dividing line between Lots 33 and 34 on the plat of the Subdivision of W. W. Sawyer and Edwin J. Smith, duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Map Book 6, at page 81, and from thence running S 57 degrees 38' E 1,025 feet to the dividing line between Lots 25 and 26 on said plat; thence S 23 degrees 03' W 200.66 feet to the dividing line between Lots 34 and 35 on said plat; thence N 57 degrees 38' W 604.4 feet to the line of the property conveyed by the grantors to Henry Thomas Owens and wife, by deed dated April 28, 1964, and duly recorded in the said Clerk's Office in Deed Book 841, page 523; thence N 32 degrees 22' E 100 feet; thence N 57 degrees 38' W 435.6 feet (erroneously referred to as SW) to Landstown Road; thence N 32 degrees 22' E along Landstown Road 100 feet to the point of beginning.

Less and Except that portion of property conveyed to the Commonwealth of Virginia by deed dated March 2, 1992 and recorded in Deed Book 3063, Page 2027.

IT BEING the property conveyed to Hilton Capital Group, LLC by deed of bargain and sale from Society of Saint Pius X, Virginia Beach, Virginia, Inc. dated 09/10/2024 and recorded on 10/04/2024 as Instrument Number 202403042168.

Attachment "B" – Exclusive Easement

The Exclusive Easement area consists of that area described in the foregoing annexed Attachment B-2 and encompassing all existing telecommunications improvements and equipment, as such are more particularly described in the Existing Agreements, and as present on the Property as of the Execution Date of this Agreement.

B-2 – Metes and Bounds Description for the Exclusive Easement

BEGINNING AT A POINT ALONG THE SOUTHERLY BOUNDARY LINE OF THE PROPERTY LOCATED AT 3297 DAM NECK ROAD (GPIN: 1495-13-6400), SAID POINT BEING AT THE INTERSECTION OF THE SOUTHERLY BOUNDARY LINE WITH THE WESTERN EDGE OF A 120' DOMINION POWER RIGHT-OF-WAY, A DISTANCE OF 667.43' FROM THE RIGHT OF WAY LINE OF DAM NECK ROAD. THENCE FOLLOWING ALONG THE SAID 120' DOMINION POWER RIGHT-OF-WAY *N 39°40'33" E*, A DISTANCE OF 5.13' TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING ALONG SAID DOMINION POWER RIGHT-OF-WAY *N 39°40'33" E*, A DISTANCE OF 43.61', THENCE CONTINUING *N 35°40'45" E*, A DISTANCE OF 5.00' TO A POINT, THENCE TURNING *N 54°19'15" E*, A DISTANCE OF 32.00' TO A POINT, THENCE TURNING *N 35°40'45" E*, A DISTANCE OF 17.00, THENCE *S 54°19'15" E*, A DISTANCE OF 42.00' TO A POINT; THENCE *S 35°40'45" W*, A DISTANCE OF 35.00, THENCE *N 52°10'22" W*, A DISTANCE OF 24.75', THENCE *S 39°40'33" W* A DISTANCE OF 35.00', THENCE *N 50°19'27" W* A DISTANCE OF 50.00' TO THE TRUE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LEASE AREA CONTAINS 3,657 SQUARE FEET OR 0.084 ACRES.

Attachment "C" – Access and Utility Easement**"Non-Exclusive Easements"**

All existing utility and access easements from the Exclusive Easement area to a public right of way including those as described in the Existing Agreements, and pertaining to the Property, and including, but not limited to, a 20-foot wide access easement along the centerline of the existing driveway and a 20-foot wide utility easement along the centerline of any underground and overhead utility lines, aerial cables, guy wires, anchor points or other appurtenances necessary for the continued operation and maintenance of the telecommunications facilities on the Premises. Furthermore, the Access and Utility Easement includes that area described as follows:

NON-EXCLUSIVE EASEMENTS

10' UTILITY EASEMENT

BEGINNING AT A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF DAM NECK ROAD, SAID POINT BEING THE INTERSECTION OF THE DIVIDING LINE BETWEEN LOTS 33 AND 34 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "SUBDIVISION FOR W.W. SAWYER AND EDWIN J. SMITH, OF A TRACT OF LAND NEAR LAND TOWN IN PRINCESS ANNE COUNTY" SAID PLAT BEING DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH, VIRGINIA IN MAP BOOK 6, AT PAGE 81 WITH THE PRESENT DAY RIGHT-OF-WAY LINE OF DAM NECK ROAD, AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PLAT SHOWING PERPETUAL UTILITY EASEMENT TO BE ACQUIRED FROM WILLIAM H. SMITH & SALLIE SMITH BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION FOR LANDSTOWN ROAD UTILITY RELOCATIONS VDOT PROJECT NO. U000-134-124 AND CITY OF VIRGINIA BEACH PROJECT, LANDSTOWN ROAD CIP 6-003 PRINCESS ANNE BOROUGH – VIRGINIA BEACH, VIRGINIA" SAID PLAT BEING DULY RECORDED IN THE AFOREMENTIONED CLERK'S OFFICE IN MAP BOOK 219, AT PAGE 84; THENCE ALONG THE RIGHT-OF-WAY LINE OF DAM NECK ROAD *S 37°51'12" W*, A DISTANCE OF *100.00'*; THENCE *S 52°09'22" E*, A DISTANCE OF *20.00'* TO THE TRUE POINT OF BEGINNING. THENCE TURNING AND RUNNING WITH THE 20' UTILITY EASEMENT, AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PLAT SHOWING PERPETUAL UTILITY EASEMENT TO BE ACQUIRED FROM WILLIAM H. SMITH & SALLIE SMITH BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION FOR LANDSTOWN UTILITY RELOCATIONS VDOT PROJECT NO. U000-134-124 AND CITY OF VIRGINIA BEACH PROJECT, LANDSTOWN ROAD CIP 6-003 PRINCESS ANNE BOROUGH – VIRGINIA BEACH, VIRGINIA" SAID PLAT BEING DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH, VIRGINIA IN MAP BOOK 219, AT PAGE 84. *N 37°51'12" E*, A DISTANCE OF *10.00'*; THENCE TURNING AND RUNNING *S 52°09'22" E*, A DISTANCE OF *369.30'* TO A POINT ON THE EDGE OF AN EXISTING 15' WIDE VEPCO EASEMENT AS SHOWN IN DEED BOOK 4068, AT PAGE 638; THENCE ALONG SAID EASEMENT *S 23°25'25" W*, A DISTANCE OF *10.32'* TO A POINT; THENCE *N 52°09'22" W*, A DISTANCE OF *371.87'* TO THE TRUE POINT OF BEGINNING. THE ABOVE-DESCRIBED EASEMENT AREA CONTAINS 3,705.86 SQUARE FEET OR 0.085 ACRES.

202503002873.020



NOTES:

1. THIS EXHIBIT HAS BEEN PREPARED FROM RECORD INFORMATION AND IS FOR EASEMENT DEDICATION PURPOSES ONLY; IT DOES NOT CONSTITUTE A BOUNDARY SURVEY OR SUBDIVISION OF LAND.

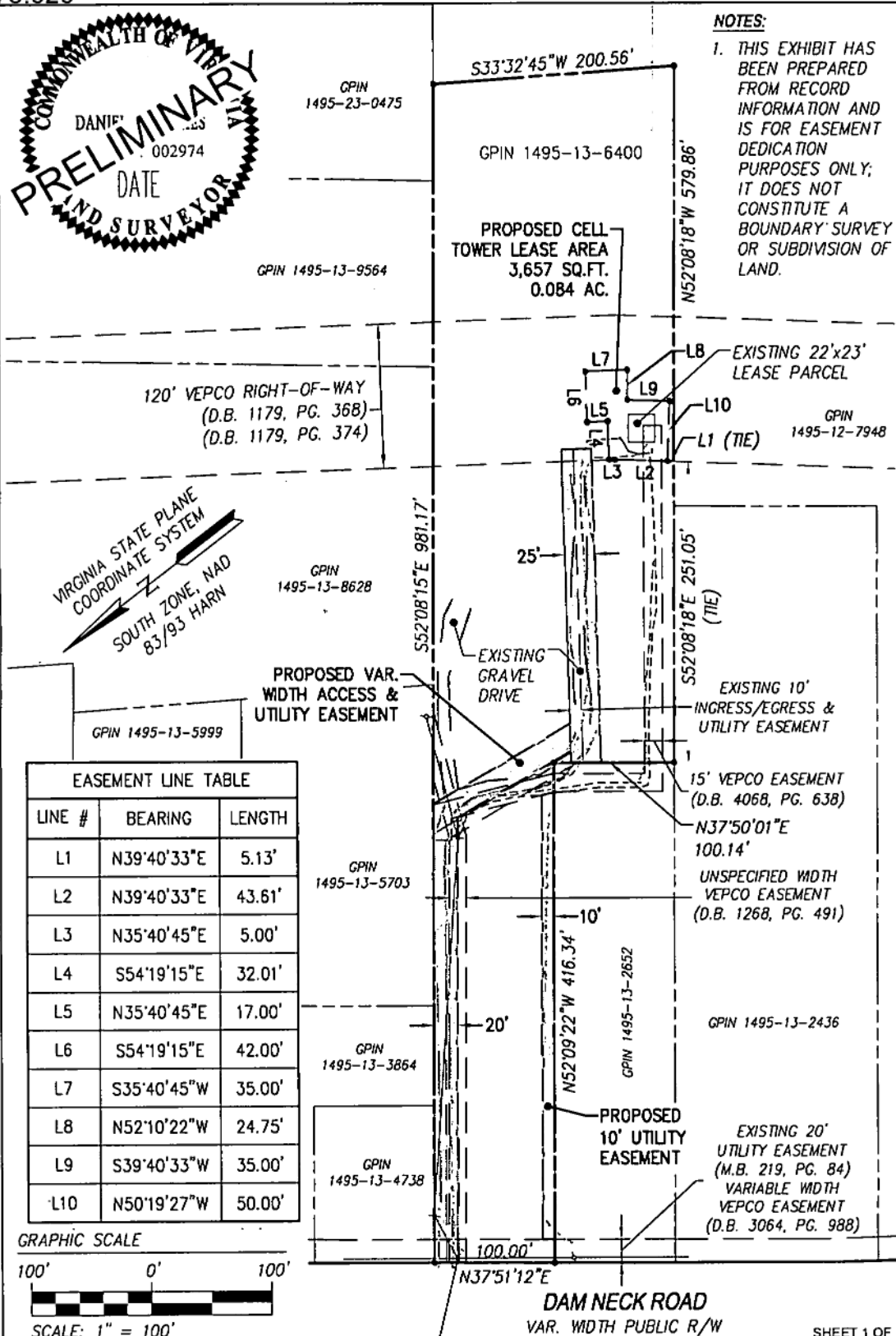


EXHIBIT SHOWING
**PROPOSED ACCESS AND UTILITY
EASEMENTS & CELL TOWER LEASE AREA**
AT
3289 DAM NECK ROAD
GPIN 1495-13-6400
VIRGINIA BEACH, VIRGINIA

Project Contacts: DHH / JCA
Project Number: H10290-00
Scale: 1" = 100'
Date: 11/18/2024



CONSULTING ENGINEERS

Hampton Roads | Central Virginia | Middle Peninsula

818 Greenbrier Circle, Suite F
Chesapeake, Virginia 23320
Phone: (757) 410-7438
www.aesva.com

SHEET 1 OF 1

Attachment "E"

Existing Telecom Easements and Agreements

Memorandum of Agreement, Trustee of St Pius Society and New Cingular Wireless PCS, LLC, dated March 20, 2023 recorded July 13, 2023 Instrument Number 202303025995, in the Circuit Court of the City of Virginia Beach, incorporating all prior easements and amendments dated 1998, 1999 and extending same via 2023 Second Amendment (recited below)

Easement dated October 29, 1998, William and Sallie Smith to Triton PCS Property Company, subject to Va Power Easement. 20 foot wide ingress and egress and other rights at a location to be shown on an Exhibit B which is not attached. NOT RECORDED

Amendment Number One to Easement dated June 1, 1999, William and Sallie Smith to Triton PCS Property Company. NOT RECORDED

**Second Amendment to Easement between Trustee of St Pius X Society, successor to Smith, and New Cingular Wireless PCS, LLC , making various amendments to the Easement rights. dated 3/20/23
NOT RECORDED**

Third Amendment to Easement between Hilton Capital Group, LLC and New Cingular Wireless PCS, LLC dated January 10, 2025.

NON-EXCLUSIVE EASEMENTS VARIABLE WIDTH ACCESS AND UTILITY EASEMENT

BEGINNING AT A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF DAM NECK ROAD, SAID POINT BEING THE INTERSECTION OF THE DIVIDING LINE BETWEEN LOTS 33 AND 34 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "SUBDIVISION FOR W.W. SAWYER AND EDWIN J. SMITH, OF A TRACT OF LAND NEAR LAND TOWN IN PRINCESS ANNE COUNTY" SAID PLAT BEING DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH, VIRGINIA IN MAP BOOK 6, AT PAGE 81 WITH THE PRESENT DAY RIGHT-OF-WAY LINE OF DAM NECK ROAD, AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PLAT SHOWING PERPETUAL UTILITY EASEMENT TO BE ACQUIRED FROM WILLIAM H. SMITH & SALLIE SMITH BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION FOR LANDSTOWN ROAD UTILITY RELOCATIONS VDOT PROJECT NO. U000-134-124 AND CITY OF VIRGINIA BEACH PROJECT, LANDSTOWN ROAD CIP 6-003 PRINCESS ANNE BOROUGH - VIRGINIA BEACH, VIRGINIA" SAID PLAT BEING DULY RECORDED IN THE AFOREMENTIONED CLERK'S OFFICE IN MAP BOOK 219, AT PAGE 84; THENCE ALONG THE DIVIDING LINE BETWEEN LOTS 33 & 34 $S 52^{\circ}08'15" E$, A DISTANCE OF 382.04' TO A POINT; THENCE $S 07^{\circ}25'56" E$, A DISTANCE OF 131.74' TO A POINT; THENCE TURNING $S 53^{\circ}53'39" E$, A DISTANCE OF 250.66' TO A POINT; THENCE $S 35^{\circ}40'35" W$, A DISTANCE OF 56.34' TO A POINT; THENCE $N 52^{\circ}08'15" W$, A DISTANCE OF 17.68' TO A POINT; THENCE $S 37^{\circ}51'45" W$, A DISTANCE OF 12.83' TO A POINT ON THE NORTHERN EDGE OF A CERTAIN 15' WIDE VIRGINIA ELECTRIC AND POWER COMPANY EASEMENT, AS RECORDED IN THE CLERK'S OFFICE OF THE CITY OF VIRGINIA BEACH IN DEED BOOK 4068, AT PAGE 638; THENCE ALONG THE NORTHERN EDGE OF THE 15' WIDE VIRGINIA ELECTRIC AND POWER COMPANY EASEMENT $N 52^{\circ}16'51" W$, A DISTANCE OF 15.52' TO A POINT, SAID POINT BEING THE INTERSECTION OF THE PREVIOUSLY MENTIONED 15' VEPCO EASEMENT WITH THE WESTERN EDGE OF AN 120' VEPCO RIGHT-OF-WAY AS SHOWN IN DEED BOOK 1170, AT PAGE 368 & 374; THENCE FOLLOWING ALONG THE VEPCO RIGHT-OF-WAY $N 39^{\circ}40'45" E$, A DISTANCE OF 23.80'; THENCE CONTINUING $N 35^{\circ}40'45" E$, A DISTANCE OF 19.43' TO A POINT; THENCE TURNING AND RUNNING $N 53^{\circ}53'39" W$, A DISTANCE OF 252.00' TO A POINT ON THE REAR LOT LINE OF THE PROPERTY DEEDED TO HENRY THOMAS OWENS AND WIFE BY DEED RECORDED IN DEED BOOK 841, AT PAGE 523, THENCE $N 37^{\circ}50'01" E$, A DISTANCE OF 41.69' TO A POINT; THENCE $N 07^{\circ}25'56" W$, A DISTANCE OF 90.35' TO A POINT; THENCE $N 52^{\circ}08'15" W$, A DISTANCE OF 370.59' TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF DAM NECK ROAD; THENCE ALONG DAM NECK ROAD $N 37^{\circ}51'12" E$, A DISTANCE OF 20.00' TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED EASEMENT AREA CONTAINS 18,293.96 SQUARE FEET OR 0.420 ACRES.

To the extent required by any public utility, state or local building code or governing bodies, insurance carrier, or the professional practices and standards for the operation and maintenance of the telecommunications equipment and structures, the Access and Utility Easement may be expanded, modified, or relocated from time to time, at the discretion of the Grantee, or Grantee's assigns.

AMENDMENT NUMBER ONE

THIS AMENDMENT TO THE EASEMENT (the "Amendment") is entered into this First day of June, 1999, by and between William H. and Sallie Smith, ("Grantor") and TRITON PCS PROPERTY COMPANY, L.L.C., a Delaware limited liability company ("Grantee").

WHEREAS, Grantor and Grantee entered into that certain EASEMENT dated 29th day of October, 1998 (the "Agreement"). Grantor is the owner of certain real property located at 3289 Dam Neck Road in the City of Virginia Beach, Virginia, Commonwealth of Virginia (the "Property"), which is more specifically described in Exhibit A of the Agreement.

WHEREAS, the Grantor's Property is subject to an easement in favor of Virginia Electric and Power Company, a Virginia public service corporation ("Virginia Power"), (The "Virginia Power Easement"); and

WHEREAS, Virginia Power has granted to Grantee the right to install Grantee's antenna array and associated equipment for Grantee's communications systems within the Virginia Power Easement located on the Property; and

WHEREAS, Grantee has requested Grantor to grant to Grantee easements for ingress and egress, utilities, and the right to construct, install, maintain, operate, repair, replace and remove Grantee's Equipment on the Virginia Power Improvements, and Grantor is willing to grant such easements upon the terms and conditions contained in this Agreement.

WHEREAS, Grantor and Grantee now desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual terms and covenants contained herein, and other good and valuable consideration; the receipt and sufficiency of which the parties hereby acknowledge, Grantor and Grantee agree as follows:

1. Modify Paragraph number 2 of the Agreement to read as follows:

Grantee shall make a monthly payment to Grantor in the amount of Two Hundred and 00/100 Dollars (\$200.00) payable to Grantor and mailed to Grantor at 3289 Dam Neck Road, Virginia Beach, Virginia 23456. Such monthly payments shall continue so long as the Grantee, its successors and assigns, operate and maintain an antenna array and/or associated equipment on the property.

2. All terms used in this Amendment, except as modified or defined hereunder, shall have the same meaning as in the Agreement. If any conflict exists between the terms and conditions of this Amendment and the terms and conditions of the Agreement, then the terms and conditions of this Amendment shall control. All agreed upon terms and conditions of the Agreement, except as modified hereunder, shall remain in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Amendment as of the date of final execution written below.

GRANTOR:

By: William H. Smith
Title: owner
Date: 7/20/99
SS ID # [REDACTED]

GRANTOR:

By: Sallie Smith
Title: owner
Date: 7/20/99
SS ID # [REDACTED]

TENANT:

TRITON PCS PROPERTY COMPANY, L.L.C.
By: TRITON MANAGEMENT COMPANY, INC.,
its Manager

By: [Signature]
Title: _____
Date: 8-15-00

SCOTT D. BASHAM
VP OF ENGINEERING and OPERATIONS
MID-ATLANTIC REGION

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Virginia Beach, to wit:

The foregoing instrument was acknowledged before me this 20 day of July, 1999, by William H. Smith, as owner of said property.

Kimberly A. Sherman
Notary Public

My Commission Expires December 31, 2001

My commission expires: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Virginia Beach, to wit:

The foregoing instrument was acknowledged before me this 20 day of July, 1999, by Sallie Smith, as owner of said property.

Kimberly A. Sherman
Notary Public

My Commission Expires December 31, 2001

My commission expires: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Henrico, to wit:

The foregoing instrument was acknowledged before me this 15 day of August, 2000, by Scott D. Basham, of Triton Pcs Property Company LLC on behalf of said company.

Allison M. Brendstrom
Notary Public

I was originally commissioned as
Allison M. Hagins, Notary Public

My commission expires: 3/31/02

AMENDMENT TO EASEMENT AGREEMENT
(Notice Provision)

This Amendment to Easement Agreement is made this 18th day of February, 2025 by and between **Hilton Capital Group, LLC**, an Ohio limited liability company, **TI Storage, LLC**, a Virginia limited liability company, and **Dam Neck Tower, LLC**, an Ohio limited liability company.

Witnesseth:

WHEREAS, there is a recorded Easement Agreement entered in to by Hilton Capital Group, LLC and Dam Neck Tower, LLC recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as Instrument Number 202503002873 on January 23, 2025, (hereinafter "Easement Agreement") and

WHEREAS, pursuant to paragraph 23 thereof, the Easement Agreement may be amended by the agreement of the parties; and

WHEREAS, paragraph 14 provides for notice to be given by one party to the other utilizing addresses provided in the paragraph; and

WHEREAS, immediately following the recordation of the Easement Agreement, the party named as Grantor in said paragraph 14 thereof has transferred title to the property to TI Storage, LLC on January 23, 2025

NOW, THEREFORE, the parties hereto agree to amend, and hereby do amend, the notice provision in paragraph 14 of the Easement Agreement to remove Hilton Capital Group, LLC as Grantor and to name **TI Storage, LLC** as Grantor to which any notice shall be provided as set forth in the Easement Agreement. The address to which notices shall be sent is as follows: TI Storage, LLC., 2488 N. Landing Road, Suite 110, Virginia Beach, Virginia 23456 Attn: Laura Zito.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment below on the dates set forth below in the notary clauses.

PREPARED BY / RETURN TO: Michael A. Inman, Esq. (VSB 13369)
Inman & Strickler, PLC
575 Lynnhaven Parkway, Suite 200
Virginia Beach, Virginia 23452

GPIN: 1495-13-6400

HILTON CAPITAL GROUP, LLC

By: [Signature]
Kevin McGraw, Managing Member

STATE OF OHIO
CITY/COUNTY OF HAMILTON

Acknowledged before me, the undersigned Notary Public, in and for the City/County and State above mentioned, this 18th day of February, 2025, by KEVIN McGRAW, Managing Member of Hilton Capital Group, LLC.

[Signature]
Notary Public

My Commission Expires: 5-6-28

Notary Registration No.: _____

{NOTARY SEAL/STAMP REQUIRED}



DANIEL E. LELLO
Notary Public, State of Ohio
My Commission Expires:
05-06-2028

TI STORAGE, LLC

By: _____
Laura Zito, Manager

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH:

Acknowledged before me, the undersigned Notary Public, in and for the City/County and State
above mentioned, this _____ day of _____, 2025, by LAURA ZITO, Manager
of TI Storage, LLC.

Notary Public

My Commission Expires: _____

Notary Registration No.: _____

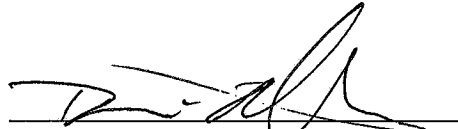
{NOTARY SEAL/STAMP REQUIRED}

DAM NECK TOWER, LLC

By: 
Kevin McGraw, Managing Member

STATE OF OHIO
CITY/COUNTY OF HAMILTON

Acknowledged before me, the undersigned Notary Public, in and for the City/County and State above mentioned, this 18th day of February, 2025, by KEVIN McGRAW, Managing Member of Dam Neck Tower, LLC.


Notary Public

My Commission Expires: 5-6-28

Notary Registration No.: _____

{NOTARY SEAL/STAMP REQUIRED}



DANIEL E. LELLO
Notary Public, State of Ohio
My Commission Expires:
05-06-2028