**RECORDING REQUESTED BY AND**
**WHEN RECORDED MAIL TO:**

**EXHIBIT 1 to Warrant Article ____**

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

# GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

| | |
|---|---|
| Facilities: | 816709 |
| Street Address: | 90 Patricia Avenue |
| City: | Raymond |
| County: | Cumberland |
| State: | Maine |

between

Global Signal Acquisitions IV LLC,
a Delaware limited liability company ("GSA IV")

and

Town of Raymond, ME ("Grantor")

Site Name: Raymond
BUN: 816709
701091.3 02/27/2013

# ***GRANT OF EASEMENT AND ASSIGNMENT OF LEASE***

**THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE** (the "Easement") is made this ____ day of _____, 20__, by and between Town of Raymond, Maine, a municipal corporation with an address of 401 Webbs Mills Road, Raymond, Maine 04071 ("Grantor") and Global Signal Acquisitions IV LLC, a Delaware limited liability company ("GSA IV") with an address of _____. Wherever in this agreement the term "GSA IV" is used, it shall mean GSA IV, its successors or assigns.

**1. Description of Grantor's Property**. Grantor is the owner of that certain land and premises in Raymond, County of Cumberland, State of Maine, by grant or conveyance described in the Public Records of Cumberland County, Maine at Official Records Book 3780, Page 201 the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

**2. Description of Easement.** For good and valuable consideration, the actual consideration paid or to be paid in connection with this Easement being Nine Hundred Thousand Dollars ($900,000.00), the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto GSA IV, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property, that portion being described as a 15,000 square feet parcel within Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" attached hereto. The Grantor also grants to GSA IV, its successors and assigns, as part of this Easement, a perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a thirty foot wide right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). In the event GSA IV or any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to GSA IV, to GSA IV or at GSA IV's request, directly to a public utility, provided however that such grant shall be at no cost to Grantor and in a location acceptable to both Grantor and GSA IV (the "Additional Access Easement"). GSA IV has inspected and approved the location and configuration of existing utilities and access serving the site and accepts them in their as-is, where-is condition. For any such Additional Access Easement to be effective, such easement shall be recorded among the Public Records of Cumberland County, State of Maine. Also, Grantor hereby grants to GSA IV, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in GSA IV's discretion, further subject, however, to Grantor's reasonable approval as to the location GSA IV shall identify, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and GSA IV shall restore such portion of Grantor's Property to its original condition after its use of the construction and maintenance easement.

**3. Easement Area.** The Easement Area shall be used only for constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto for GSA IV's use and the use of its lessees, licensees, and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that GSA IV's communications facilities shall not constitute a fixture. GSA IV acknowledges that Grantor is a municipality and that all of GSA IV's improvements are and shall be at all times subject to all applicable municipal land use regulations, permit requirements, and applicable codes as may be enforced by Grantor from time to time. Grantor agrees to be named co-applicant if requested by GSA IV, provided however, that all reasonable costs and expenses incurred by Grantor in its role as co-applicant shall be borne by GSA IV.

**4. Perpetual Easement.** This Easement and GSA IV's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

**5. GSA IV's Right to Terminate**. GSA IV shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon GSA IV providing written notice of termination to Grantor. Upon termination of this Easement, this Easement shall become null and void and all of the parties shall have no further obligations to each other except as provided herein. Upon termination of this Easement, GSA IV shall, within a reasonable time, remove its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted. The foregoing shall not constitute any waiver of any applicable performance standard(s) on the removal of wireless communications towers in the Town of Raymond, Maine, which shall remain in full force and effect.

**6. Hazardous Materials.**

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

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

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

**7. Insurance.** At all times, GSA IV, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of GSA IV's business upon the Easement Area.

**8. Security of GSA IV's Communications Facilities**. Subject to and without waiver of the requirements of any applicable land use ordinance, GSA IV may construct a chain link or comparable fence around the perimeter of GSA IV's communications facilities.

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

disposing of any materials related to the removal of obstructions.

**10. Assignment of Lease Agreement**. The parties hereby acknowledge that certain Lease dated July 29, 1989 by and between Portland Cellular Partnership, as lessee, and Grantor, as lessor (as amended and assigned, "Lease Agreement"). Grantor hereby assigns to GSA IV all of Grantor's right, title and interest in the Lease Agreement, including but not limited to, the right to amend the Lease Agreement: (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area; and/or (iii) in any other manner deemed necessary by GSA IV. The exercise by GSA IV of any of the foregoing shall at all times be in compliance with and subject to applicable land use regulations, permit and approval requirements of the Town of Raymond, Maine and the foregoing assignment in no way constitutes, waives or replaces any approval or permit condition or requirement.

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

**12. Real Estate and Personal Property Taxes.** GSA IV acknowledges that Grantor is a tax exempt municipality. GSA IV agrees to reimburse Grantor for any real estate taxes levied against the Easement Area, GSA IV's interest hereunder, or the improvements thereupon; provided that GSA IV shall only reimburse Grantor for its proportionate share of real estate taxes levied solely as a result of GSA IV's use of the Easement Area. GSA IV reserves the right to challenge any such assessment. GSA IV shall pay all personal property taxes assessed against any equipment or taxable personal property installed by GSA IV (or its subtenants or licensees) in the Easement Area.

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

**14. Enforcement.** In the event Grantor fails to cure any violation of the terms of this Easement within ten (10) days after written notice from GSA IV, GSA IV shall have the right to seek injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in GSA IV's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by GSA IV as a result of such violation (including, without limitation, GSA IV's reasonable attorneys' fees). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

**15. Limitation on Damages**. In no event shall GSA IV or Grantor be liable to the other for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

**16. Recording.** Grantor acknowledges that GSA IV intends to record this Easement with the appropriate recording officer upon execution of this Easement.

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

provisions of the Grantor contained in this agreement, notwithstanding anything else to the contrary herein, shall not be considered to, and shall not, expand or create liability on the part of the Grantor to any person (including the persons so indemnified) for claims from which Grantor is released, exempted and/or protected by Maine Law, including without limit, the Maine Tort Claims Act, as it is currently in effect or is in the future from time to time modified or amended. Any and all obligations and/or exposure of the Grantor under any indemnification obligations contained herein, and any damages related thereto, are subject to the foregoing limitations, and are further subject to, limited by, and shall not exceed the greater of (i) the legal limits of its liability, (ii) applicable insurance policy coverage limits under any insurance policy the municipality is maintaining (or required to maintain) at the time of such claim, or (iii) in the event of an uninsured loss, or any loss with respect to which coverage is denied, then any loss or damages limit imposed by statute or otherwise. GSA IV hereby indemnifies, holds harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (i) the breach by GSA IV of any representation, warranty, or covenant or performance obligation of GSA IV contained herein or (ii) any negligent act or omission of GSA IV (whether or not in breach hereof), excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

**18. Grantor's Title.** Grantor's release of rights hereunder shall be without covenant of title and shall be considered equivalent to a Municipal Quitclaim Deed as the same form is described under 33 MRSA § 775(11).

**19. Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), GSA IV and its lessees, licensees and/or sub-easement holders shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreement or that certain existing communications facility currently owned or managed by Grantor located on the Grantor's Property ("Other Existing Facility") however Grantor shall not permit any additions or modifications to the Other Existing Facility or any use of any equipment or device on the Other Existing Facility or any use of any equipment or device on the Other Existing Facility that interferes with GSA IV's or its lessee's, licensee's, or sub-easement holder's operation of their communications facilities or (ii) any condition on Grantor's Property which interferes with GSA IV's Permitted Use. Each of the covenants made by Grantor in this Section 19 is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

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

**21. Grantor's Property**. Grantor shall not unlawfully or with the sole intent to disrupt GSA IV's use of the Easement Area, do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. So long as the owner of Grantor's Property is the Town of Raymond Maine, nothing herein, however, shall be construed to restrain or affect in any way the Grantor's ability and obligation to promulgate and/or enforce zoning or land use restrictions, issue or enforce permits, and enforce and police state and town codes and/or ordinances as may be required of Grantor as a municipality.

**22. Entire Agreement.** Grantor and GSA IV agree that this Easement contains all of the agreements, promises and understandings between Grantor and GSA IV. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or GSA IV in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

**23. Construction of Document.** Grantor and GSA IV acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

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

**25. Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Don Willard, Town Manager
Town of Raymond, ME
401 Webbs Mills Road
Raymond, ME 04071

Global Signal Acquisitions IV LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

**26. Assignment.** The parties hereto expressly intend that the easements granted herein shall be appurtenant to and shall run with the land, benefit and burden, as the case may be, the Easement Area and the Grantor's Property. GSA IV has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, GSA IV has the right, within its sole discretion, to grant (subject to the terms hereof) sub-easements over any portion of the Easement Area without consent. Any such sale, assignment, lease, license, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon GSA IV sending written notice thereof to Grantor at Grantor's mailing address stated above. Attempted assignments in violation of this section shall be void and of no effect.

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

**28. Mortgages**. This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and GSA IV's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to GSA IV a non-disturbance agreement for each such mortgage, in recordable form.

**29. Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of GSA IV and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and GSA IV's rights hereunder.

**30. Construction of Easement.** The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

**31. Abandonment**. If GSA IV abandons the Easement Area (abandonment being defined as the absence of any discernable site activity), and it remains abandoned for a period in excess of five (5) years, Grantor may terminate this Easement only after first providing written notice to GSA IV of Grantor's intent to declare the Easement Area abandoned and to terminate this Easement, and giving GSA IV the opportunity to reclaim the Easement Area within ninety (90) days of receipt of said written notice. This Easement shall not terminate if within ninety (90) days after GSA IV's

receipt of the written termination notice, GSA IV provides written notice to Grantor of its intent to reclaim the Easement Area. In the absence of such notice, Grantor may record an affidavit attesting under oath to the abandonment of the Easement Area and the giving of the above notice without reply or statement of intent to reclaim having been given by GSA IV, and upon recording thereof, this Easement shall terminate.

**[Remainder of Page Intentionally Blank]**

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

**Grantor:**
Town of Raymond

| | |
|---|---|
| _____ | By: _____ |
| _____ | Name: _____ |
| _____ | Title: _____ |
| _____ | Date: _____ |

**GSA IV:**
Global Signal Acquisitions IV LLC,
a Delaware limited liability company

| | |
|---|---|
| _____ | By: _____ |
| _____ | Name: _____ |
| _____ | Title: _____ |
| _____ | Date: _____ |

**[Acknowledgements appear on the following page]**

## EXHIBIT A

## GRANTOR'S PROPERTY

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## EXHIBIT B – SITE PLAN

*[insert page break]*

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## EXHIBIT C – EASEMENT AREA AND ACCESS EASEMENT