



Prepared by and Return to:
SBA Network Services, LLC
Attn: Tatiana Hosken
8051 Congress Avenue
Boca Raton, FL 33487
561-322-7802

19058192

[Recorder's Use Above This Line]

STATE OF OKLAHOMA

COUNTY OF GARFIELD

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: COMMERCIAL POST CLOSING
530 SOUTH MAIN ST
SUITE 1031
AKRON OHIO 44311 44398-1190
(330-436-6000)

Parcel ID Number: 0000-17-22N-06W-1-277-00

AMENDMENT TO EASEMENT AGREEMENT

This Amendment to Easement Agreement ("Amendment") dated as of November 6, 2019, by and between Virginia Jones, Trustee of The Virginia Jones Family Trust dated February 5, 2007, with an address at 1000 South 13th Street, Enid, OK 73701 ("Grantor") and SBA Monarch Towers I, LLC, a Delaware limited liability company with an address of 8051 Congress Avenue, Boca Raton, FL 33487 ("Grantee").

WHEREAS, Grantor and Grantee entered into that certain Easement Agreement dated December 30, 2014, and recorded January 20, 2015 in Book 2224, Page 741 in County Clerk, Garfield County, Oklahoma ("Easement") whereby Grantor granted to Grantee certain land owned by the Grantor located at 920 S. 13th Street, Enid, OK 73701 ("Easement") as described in **Exhibit "A"** attached hereto; and

WHEREAS, Grantor and Grantee desire and intend to amend and supplement the Easement as well as amend and supersede the legal descriptions set forth therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Easement:

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Site ID: OK41595-T / Enid/Jones

28-10-11

1. Section 1, Grant of Easements of the Easement is deleted in its entirety and replaced with the following:

Grant of Easements. Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns: (i) a perpetual, exclusive easement (the "Exclusive Easement") in and to that portion of the Premises more particularly described on Exhibit 'B' hereto; and (ii) a perpetual, non-exclusive easement in and to that portion of the Premises more particularly described on Exhibit 'C' hereto (the "Access and Utility Easement") (the Exclusive Easement and the Access and Utility Easement being collectively referred to herein as the "Easements"). The Easements shall be used for the purposes set forth in Section 6 hereof.

2. Section 4, Duration of the Easement is deleted in its entirety and replaced with the following:

Duration. The duration of the Easements granted herein (the "Term") shall be perpetual, unless Grantee provides written, recordable notice of its intent to terminate this Agreement, in which event this Agreement and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. Grantor may not terminate this Agreement.

3. Section 5, Easement Consideration, is hereby deleted in its entirety and replaced with the following:

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

4. Section 6, Use of Easement Areas, is hereby deleted in its entirety and replaced with the following:

Use of Easement Areas.

(a) Exclusive Easement. Grantee and its designated customers, lessees, sublessees, licensees, agents, successors and assigns shall have the unrestricted right to use the Exclusive Easement for installing, constructing, maintaining, operating, modifying, repairing and replacing improvements and equipment, which may be located on the Exclusive Easement from time to time, for the facilitation of communications and/or data related uses in connection therewith and other uses as deemed appropriate by Grantee, in its sole discretion. Grantee may make improvements, alterations or modifications on or to the Easements as are deemed appropriate by Grantee, in its commercially reasonable discretion and are related to the permitted uses. At all times during the term of this Agreement, Grantee shall have the exclusive right to use, and shall

have free access to, the Easements seven (7) days a week, twenty-four (24) hours a day. Grantee shall have the exclusive right to lease, sublease, license, or sublicense any structure or equipment on the Exclusive Easement and shall also have the right to license, lease or sublease to Grantee or third parties any portion of the Exclusive Easement, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement for any reason and shall not disturb Grantee's right to use the Exclusive Easement in any manner. Grantor and Grantee acknowledge that Grantee shall have the right to construct a fence around all or part of the Exclusive Easement, and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement.

(b) Access and Utility Easement. The Access and Utility Easement shall be used by Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns for ingress and egress from and to the Exclusive Easement, as well as the construction, installation, operation and maintenance of overhead and underground electric, water, gas, sewer, telephone, data transmission and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) with the right to construct, reconstruct, improve, add to, enlarge, change and remove such facilities, and to connect the same to utility lines located in a publicly dedicated right of way. Grantor shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantee or its tenants, lessees, sublessees, licensees, agents, successors and assigns and Grantor shall not utilize the Access and Utility Easement in any manner that interferes with Grantee's or its tenants', lessees', sublessees', licensees', agents', successors' and assigns' use of such area. Grantee shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantor or its tenants.

5. Section 9, Covenants and Agreements, is hereby deleted in its entirety and replaced with the following:

Covenants and Agreements.

(a) Grantor represents and warrants that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances and that it alone has full right to grant the Easements and assign the Lease (as such term is defined in Section 25 hereof). Grantor further represents and warrants that Grantee shall peaceably and quietly hold and enjoy the Easements for the Term.

(b) During the Term, Grantor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises, including the Easements. If Grantor fails to pay when due any such taxes, fees or assessments, Grantee shall have the right but not the obligation to pay the same and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee. Grantee's right to receive and Grantor's obligation to make such payment set forth in the foregoing sentence shall survive the termination or expiration of this Agreement.

(c) Grantor shall not cause the area comprising the Easements to be legally or otherwise subdivided from any master tract of which it is a part in such a way that the remaining tract containing the Easements is substantially the only use of the tract, nor shall Grantor cause the area comprising the Easements to be separately assessed for tax purposes. If it is determined by Grantee that the transfer of the Easements set forth herein requires or shall require the subdivision of the Premises, and if Grantee, in its sole judgment, determines that it desires to seek subdivision approval, then Grantor agrees to cooperate with Grantee, at Grantee's expense, in obtaining all necessary approvals for such subdivision.

(d) Grantor shall not grant, create, or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Premises that would adversely affect Grantee's use of the Easements. Grantor has granted no outstanding options to purchase or rights of first refusal with respect to all or any part of the Premises and has entered into no outstanding contracts with others for the sale, mortgage, pledge, hypothecation, assignment, lease or other transfer of all or any part of the Premises and there are no leases, written or oral, affecting the lands underlying the Easements except for the Lease.

(e) Grantor has and will comply with all environmental, health and safety laws with respect to the Premises.

(f) Grantor has not received notice of condemnation of all or any part of the Premises, notice of any assessment for public improvements, or notices with respect to any zoning ordinance or other law, order, regulation or requirement relating to the use or ownership of such lands and there exists no violation of any such governmental law, order, regulation or requirement and there is no litigation pending or threatened, which in any manner affects the Easements.

(g) Grantor reaffirms and restates the representations contained in the Lease (as defined in Section 25 hereof) as though they were set forth in this Agreement. The representations and warranties made hereunder shall survive the Closing. Grantor agrees to indemnify, defend and hold harmless Grantee and its officers, directors, shareholders, agents and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein, in the Lease, or in any agreement executed in connection herewith.

6. Section 11, Maintenance, of the Easement is deleted in its entirety and replaced with the following;

Access and Utilities. To the extent not otherwise addressed herein, (or to the extent any access and utility easement specifically referenced herein, including but not limited to the

Access and Utility Easement or the Exclusive Easement, if applicable, cannot, does not, or will not fully accommodate the access and utility needs of the Exclusive Easement at any time), Grantor hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns, full, complete, uninterrupted and unconditional access to and from the Exclusive Easement, seven days a week, 24 hours a day, over and across any adjacent property now or hereafter owned by Grantor, 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, sewer, and any other utility connection, provided that Grantee shall repair any damages to the Premises caused by such access. This easement, and the rights granted herein, shall be assignable by Grantee to any public or private utility company to further effect this provision. Grantor agrees to maintain all access roadways from the nearest public right of way to the Exclusive Easement in a manner sufficient to allow for pedestrian and vehicular access to the Exclusive Easement at all times. If it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement are not encompassed within the description of the Access and Utility Easement set forth herein, then Grantor and Grantee agree to amend the description of the Access and Utility Easement set forth herein to include the description of such areas. If it becomes necessary to relocate any of the utility lines that serve the Exclusive Easement, Grantor hereby consents to the reasonable relocation for such utility lines upon the Premises 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.

7. Section 26, Cure Period; Default, of the Easement is deleted in its entirety and replaced with the following;

Cure Period; Default. No party to this Agreement shall be in default of the terms thereof until thirty (30) days following the date of the defaulting party's receipt of notice of default from the non-defaulting party. In the event such default is not reasonably capable of cure within such thirty (30) day period and such defaulting party promptly and diligently pursues the cure of such default during such cure period, such cure period shall be extended for so long as the defaulting party diligently pursues such cure for a maximum of ninety (90) additional days. In no event shall Grantor be entitled to terminate this Agreement as a result of or remedy for any breach or default thereunder by Grantee. In the event Grantor fails to comply with the terms of this Agreement, Grantee may, in its sole and absolute discretion, cure any such default, and to the extent Grantee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Grantee pays on behalf of Grantor), Grantor agrees to promptly reimburse Grantee for such expenses incurred and hereby grants Grantee a security interest and lien in the Premises and the parent parcel in which it is located, if any, to secure Grantor's obligation to repay such amounts to Grantee.

8. Section 27, Right of First Refusal/Exclusivity of the Easement is deleted in its entirety and replaced with the following;

Right of First Refusal/Exclusivity. If at any time during term of this Agreement, Grantor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the Easements and/or Premises, or any portion thereof, which Grantor desires to accept, Grantor shall first give Grantee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Grantee the right to purchase the Easements for a pro-rata price based on the size that the Easements are to the portion of the Premises described in the Offer. Grantee shall have a period of thirty (30) days after receipt of Grantor's notice and terms to accept the Offer or exercise Grantee's right to purchase the Easements and exercise this right of first refusal by notifying Grantor in writing. If Grantee has not accepted the Offer or exercised its right to purchase the Easements in writing to Grantor within such thirty (30) day period, the Offer will be deemed rejected. In addition to the above, Grantor shall not, at any time during the term of this Agreement, grant any interest in any portion of the Premises (other than the conveyance of fee simple title to the entire Premises) to any third party without the prior written consent of Grantee, in Grantee's sole and absolute discretion.

As part of Grantee's right to the undisturbed use and enjoyment of the Easements, Grantor shall not at any time during the term of this Agreement (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Grantor for any of the uses permitted herein or other uses similar thereto, or (ii) grant any interest or an option to acquire any interest in any portion of the Premises that permits (either during the term of this Agreement and/or after the term hereof) any of the uses permitted under this Agreement or other uses similar thereto without the prior written consent of Grantee, in Grantee's sole discretion. The phrase "or other uses similar thereto" as used herein shall include, without limitation, the storage, transmission, reception or relay of communications signals and/or data by way of small cells, distributed antenna systems, data centers, C-RAN or fiber. Grantor may not assign any Easement Payment or this Agreement or any rights hereunder, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Grantee, in Grantee's sole and absolute discretion.

9. Agreement in Full Force and Effect as Amendment. Except as specifically set forth in this Amendment, the Easement is unmodified and in full force and effect, and is ratified and reaffirmed. In the event of any inconsistencies between the Easement and this Amendment, this Amendment takes precedence


10. Effective Date. This Amendment shall be effective as of the date last executed by both parties.

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


WITNESSES:

GRANTOR:

The Virginia Jones Family Trust dated
February 5, 2007


Print Name: STAN JONES

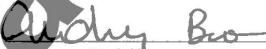
By: Virginia Jones
Virginia Jones, Trustee


Print Name: JUDY HARMON

STATE OF OKLAHOMA)
) ss.
COUNTY OF Garfield)

This instrument was acknowledged before me on 29 day of October, 2019, by
Virginia Jones, Trustee of The Virginia Jones Family Trust dated February 5, 2007.

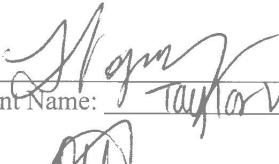




Notary Public
Print Name: Audrey Bode
My Commission Expires: July 19, 2023


WITNESSES:

GRANTEE:

SBA Monarch Towers I, LLC, a Delaware
limited liability company


Print Name: Taylor Vogelsong


Print Name: Tatiana Hosken

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

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6 day of
November, 2019 by Thomas P. Hunt, the Executive Vice President and General
Counsel of SBA Monarch Towers I, LLC, a Delaware limited liability company, on behalf of the
company, who is personally known to me.



(NOTARY SEAL)

Kaela Feliciano
Commission # GG023862
Expires: August 23, 2020
Bonded thru Aaron Notary


Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT 'A'**PARENT PARCEL DESCRIPTION**

BEGINNING AT A POINT ON THE LINE THAT DIVIDES THE EAST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, T 22N R 6 W IM. AND WHICH POINT IS LOCATED 1269 FEET SOUTH OF THE NORTH LINE OF THE ABOVE SECTION 17, AND CONTINUING THENCE SOUTH ALONG THE ABOVE DESCRIBED MIDLINE A DISTANCE OF 508 FEET, THENCE EAST PARALLEL TO THE NORTH LINE OF THE ABOVE SECTION 17 A DISTANCE OF 466.6 FEET, THENCE NORTH PARALLEL TO THE ABOVE MIDLINE THAT DIVIDES THE EAST HALF AND THE WEST HALF OF THE ABOVE NORTHEAST QUARTER OF SECTION 17 A DISTANCE OF 33 FEET, THENCE EAST PARALLEL TO THE NORTH LINE OF THE ABOVE SECTION 17 A DISTANCE OF 517 FEET TO A POINT THAT IS LOCATED 330 FEET WEST OF THE EAST LINE OF THE ABOVE SECTION 17, THENCE NORTH PARALLEL TO THE ABOVE EAST LINE OF SECTION 17 A DISTANCE OF 475 FEET, THENCE WEST PARALLEL TO THE NORTH LINE OF THE ABOVE SECTION 17 A DISTANCE OF 983.5 FEET TO THE POINT OF BEGINNING.

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Site ID: OK41595-T / Enid/Jones

EXHIBIT 'B'**EXCLUSIVE EASEMENT AREA**

SITUATED IN THE COUNTY OF GARFIELD, AND STATE OF OKLAHOMA. KNOWN AS BEING A PART OF THE EAST HALF OF THE NORTHEAST QUARTER, SECTION 17, TOWNSHIP 22 NORTH, RANGE 6 WEST, I.M., AND BEING A 3,600 SQUARE FOOT EXCLUSIVE EASEMENT AREA OVER AND UPON A PARCEL OF LAND NOW OR FORMERLY CONVEYED TO THE VIRGINIA JONES, TRUSTEE OF THE VIRGINIA JONES FAMILY TRUST DATED FEBRUARY 5, 2007 AS RECORDED IN DEED BOOK 1891 IN PAGE 345 OF GARFIELD COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CHISELED "X" FOUND AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 17;
THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 17, NORTH 89°56'23" EAST A DISTANCE OF 1,742.66 FEET;
THENCE SOUTH 00°03'37" EAST A DISTANCE OF 1,294.60 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°53'34" EAST A DISTANCE OF 60.00 FEET;
THENCE SOUTH 00°06'26" EAST A DISTANCE OF 60.00 FEET;
THENCE SOUTH 89°53'34" WEST A DISTANCE OF 60.00 FEET;
THENCE NORTH 00°06'26" WEST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THE EXCLUSIVE EASEMENT AREA CONTAINS 0.083 ACRES, OR 3,600 SQUARE FEET, OF LAND.

EXHIBIT 'C'25' WIDE NON-EXCLUSIVE ACCESS & UTILITY EASEMENT

SITUATED IN THE COUNTY OF GARFIELD, AND STATE OF OKLAHOMA. KNOWN AS BEING A PART OF THE EAST HALF OF THE NORTHEAST QUARTER, SECTION 17, TOWNSHIP 22 NORTH, RANGE 6 WEST, I.M., AND BEING A 12,061 SQUARE FOOT 25' WIDE NON-EXCLUSIVE ACCESS & UTILITY EASEMENT OVER AND UPON A PARCEL OF LAND NOW OR FORMERLY CONVEYED TO VIRGINIA JONES, TRUSTEE OF THE VIRGINIA JONES FAMILY TRUST DATED FEBRUARY 5, 2007 AS RECORDED IN DEED BOOK 1891 IN PAGE 345 OF GARFIELD COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CHISELED "X" FOUND AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 17;
THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 17, NORTH 89°56'23" EAST A DISTANCE OF 1,742.66 FEET;
THENCE SOUTH 00°03'37" EAST A DISTANCE OF 1,294.60 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°06'26" EAST A DISTANCE OF 60.00 FEET;
THENCE SOUTH 89°53'34" WEST A DISTANCE OF 25.00 FEET;
THENCE NORTH 00°06'26" WEST A DISTANCE OF 47.40 FEET;
THENCE NORTH 53°35'09" WEST A DISTANCE OF 22.25 FEET;
THENCE SOUTH 89°56'23" WEST A DISTANCE OF 392.00 FEET;
THENCE NORTH 00°02'57" WEST A DISTANCE OF 25.00 FEET;
THENCE NORTH 89°56'23" EAST A DISTANCE OF 400.23 FEET;
THENCE SOUTH 53°35'09" EAST A DISTANCE OF 43.08 FEET TO THE POINT OF BEGINNING.

THE 25' WIDE NON-EXCLUSIVE ACCESS & UTILITY EASEMENT CONTAINS 0.277 ACRES, OR 12,061 SQUARE FEET, OF LAND.