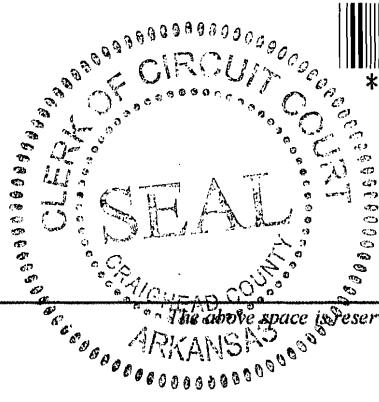




JB2015R-007642  
CANDACE EDWARDS  
CRAIGHEAD COUNTY  
RECORDED ON:  
05/22/2015 09:32AM



Return recorded document to:  
CITY OF JONESBORO  
300 South Church Street  
JONESBORO, AR 2401

BY *Linda Hendrix* D. C.  
The above space is reserved for Craighead County recording information.

### SIDEWALK EASEMENT AGREEMENT

#### KNOW ALL PERSONS BY THESE PRESENTS:

**THIS SIDEWALK EASEMENT AGREEMENT** (the "Agreement") is executed and delivered by and between Tramontana Group I, LLC, a Delaware Limited Liability Company; 1666 North Avalon LLC, a Delaware Limited Liability Company; 4K's LLC, a Delaware Limited Liability Company and Martini-Pace, LLC, a Delaware Limited Liability Company, (hereinafter referred to individually and collectively as the "Grantors") and the City of Jonesboro, Arkansas, a Municipal Corporation of the State of Arkansas, (hereinafter referred to as "Grantee").

#### RECITALS

- A. Grantors are the owners of certain lands with improvements (the "Property") located within the city limits of the City of Jonesboro, Craighead County, Arkansas, commonly referred to as Caraway Plaza.
- B. Pursuant to the terms of this Agreement, Grantors have agreed to grant to Grantee a perpetual non-exclusive ten foot (10') wide easement for the construction, operation, use and maintenance of a pedestrian sidewalk (the "Sidewalk") upon and across part of the Property as located in Craighead County, Arkansas, and being described in the attached Exhibit "A" (the "Easement Property").
- C. Grantors and Grantee agree to execute and record this Agreement to confirm their respective rights and obligations with respect to the Sidewalk and the Easement Property.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Grantee covenant and agree as follows:

- 1. **Recitals Incorporated Herein.** The above recitals are incorporated in and made a part of this Agreement as fully as if set forth verbatim herein.
- 2. **Grant of Easement.** Subject to the terms and conditions as set forth in this Agreement, the Grantors do hereby dedicate, grant and convey unto the Grantee, and unto its successors and assigns, a perpetual non-exclusive ten foot (10') wide easement upon and across part of the Property, said easement being more particularly as described in Exhibit "A", which is attached hereto and incorporated herein. The use of the easement shall be for the sole purpose of constructing, maintaining, replacement and repair, at the sole cost of Grantee, a Sidewalk for the non-exclusive use by pedestrians in connection with the use of other sidewalks operated and maintained by Grantee on adjoining property. By execution of this Agreement and acceptance of the easement, Grantee accepts such dedication on behalf of its citizens and the public.
- 3. **Reservations by Grantors.** Grantors, its heirs, administrators, successors and assigns, reserve the absolute right to use the easement for any lawful purposes not inconsistent with or detrimental with the rights granted by this Agreement.
- 4. **Construction Phase of Sidewalk.** Grantee agrees that it will begin construction of the Sidewalk within twenty one (21) days from the date of the recording of this Agreement of public record and will complete construction within thirty (30) days thereof, subject to reasonable delays caused by adverse weather conditions, and that said Sidewalk shall be constructed in accordance with local, state and federal laws, including the Americans with Disabilities Act (ADA). Further, that during the construction phase, Grantee agrees that it will not close all the driveway entrances to the Property at the same time so that there is always available some public ingress and egress to the Property for motor vehicles from South Caraway Road.

Additionally, during the construction phase Grantee will be allowed to store, at its sole risk, its construction equipment in the parking lot area in front of the Fat City building.

5. **Maintenance, Repairs & Alterations.** Grantee shall, at its sole cost and expense, (i) promptly repair and restore any part of the Property disturbed by Grantee as a result of the exercise of its rights under this Agreement; (ii) shall consistently operate, maintain, replace and repair the Sidewalk in a good state of repair in accordance with all federal, state and local laws and applicable city ordinances; (iii) maintain the easement in a good clean condition; and (iv) be solely responsible for any drainage issues that may develop resulting from or relating to the Sidewalk or Grantee's use of the Easement Property.

Except under emergency circumstances, Grantee shall give a minimum of three (3) days prior notice to Grantors of its intent to enter into the Easement Property to perform any maintenance, repair, or other work allowed by this Agreement. Further, Grantee agrees that it shall not close all the driveway entrances to the Property during the performance of any such maintenance, repair, or other work so there is always available some public ingress and egress to the Property for motor vehicles from South Caraway Road. The parties agree that three (3) days prior notice is reasonable.

6. **Obstructions and Existing Improvements.** Other than the Sidewalk, Grantee shall not place, construct or allow obstructions, such as buildings, utilities, signs, fencing, shrubbery, trees or any other type of obstructions within the Easement Property without prior written approval of Grantors, which can be withheld in Grantors' sole discretion. Further, Grantee agrees that during the construction phase that Grantee will modify in a good state of repair the Grantors' watering system to provide sufficient water to existing landscaping, from time to time, and at no time shall Grantee interfere with any of the Grantors' existing entrance monuments or other improvements. Grantee shall also obtain any and all approvals required from holders of any existing easements or other rights related to the Easement Property.

7. **Other Obligations of Grantee.** Grantee additionally warrants and agrees to the following terms:

- (a) That at all times hereto, Grantee shall maintain in good repair the drainage pipe that runs parallel with the Property and the Sidewalk along South Caraway Road;
- (b) That upon execution of this Agreement Grantee will reimburse to Grantors their costs in the amount of Four Thousand Dollars and no/100 (\$4,000.00); and
- (c) That all costs and expense of the Sidewalk and the granting of the easement to Grantee, including but not limited to title work and recording fees, shall be paid by the Grantee.

8. **Indemnification.** Grantee shall indemnify, defend and hold Grantors, their heirs, administrators, officers, directors, members, tenants, employees, attorneys, agents, successors and assigns, harmless against any and all expense, claim, loss, causes of action or liability asserted or alleged by any third party against Grantors or otherwise incurred by Grantor arising out of or related to (a) any breach of the terms of this Agreement by Grantee, (b) the use of the Sidewalk by the public, (c) the construction and maintenance of the Sidewalk, or (d) otherwise related to the Sidewalk.

9. **Warranties of Grantors.** Grantors have been duly authorized by all necessary action from the members of their respective Limited Liability Company to execute and deliver this Agreement and to consummate the transactions contemplated hereby. Further, Grantors warrant to Grantee that, other than all matters of record or apparent, Grantors have not granted any interest in the Easement Property to any third parties.

10. **Warranties of Grantee.** Grantee warrants to Grantors that Grantee has been duly authorized by all necessary corporate and other action to execute and deliver this Agreement by the governing body of Grantee and to consummate the transactions contemplated hereby and that no other corporate proceedings of Grantee are necessary with respect thereto.

11. **Other Conditions.** This Agreement is conditioned upon the expressed consent of Grantors' lender, U.S. Bank National Association, as successor-in-interest to Bank of America, National Association, successor by merger to LaSalle Bank National Association, as Trustee for the Registered Holders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 2005-C1.

12. **Default and Remedies.** If either party defaults under this Agreement and does not cure such default within ten (10) business days after receipt of written notice from the non-defaulting party, then in that event, the non-defaulting party shall have the right to exercise all remedies available at law or in equity, including the recovery of reasonable attorney fees and

costs. The failure of a party to exercise any of the rights herein granted herein shall not be construed as a waiver or abandonment thereof.

13. **Complete Agreement.** This Agreement contains the entire agreement between Grantors and Grantee with respect to the transactions contemplated herein and shall supersede all previous oral and written and all contemporaneous oral negotiations, commitments and understandings. Further, this Agreement may be amended or terminated at any time by mutual agreement only in writing executed by Grantors and Grantee.

14. **Assignments.** This Agreement and the rights, interests or obligations hereunder may not be assigned by Grantee, by operation of law or otherwise, without the prior written consent of the Grantors, which may be held in Grantors' sole discretion, however, Grantors may assign this Agreement. This Agreement shall inure to the benefit of and be binding upon the Grantors and the Grantee and their respective permitted heirs, administrators, successors and assigns.

15. **Binding Effect.** The covenants, agreements and conditions contained or expressed in this Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

16. **Notices.** All notices and other communications required or permitted hereunder shall be in writing (including telefax, electronic mail or similar writing) and shall be given as follows:

(a) If to Grantors, to:

Martin Ensbury  
1334 Parkview Avenue #100  
Manhattan Beach, CA 90266  
[martin@mlcommercialproperties.com](mailto:martin@mlcommercialproperties.com)  
Fax: (310) 546-8755

(b) If to Grantee, to:

Attn: Mayor's Office  
Jonesboro City Hall  
300 South Church  
Jonesboro, Arkansas 72401  
Fax: (870) 933-4619

17. **Counterparts, Facsimile and Email.** This Agreement can be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or scanned, email transmission of any signed original document and/or retransmission of any signed facsimile or scanned, email transmission will be deemed the same as the delivery of the original.

18. **Governing Law.** This Agreement shall be governed by, and construed and enforced with, the laws of the state of Arkansas, without regard to conflicts of law doctrines. Further, the parties expressly agree that in the event of the commencement of any litigation to enforce the terms of this Agreement that the venue of the action shall be maintained in Craighead County, Arkansas.

IN WITNESS WHEREOF, Grantors and Grantee have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

"GRANTORS"

TRAMONTANA GROUP I, LLC

By: 

Name: Louis Alaia

Title: Manager

Date: 5/1/2015

1666 NORTH AVALON LLC, a Delaware Limited Liability Company

By: 1666 North Avalon, LLC, a California Limited Liability Company, Sole Member

Name & Title: Martin Ensbury, Manager

Date: \_\_\_\_\_

costs. The failure of a party to exercise any of the rights herein granted herein shall not be construed as a waiver or abandonment thereof.

13. **Complete Agreement.** This Agreement contains the entire agreement between Grantors and Grantee with respect to the transactions contemplated herein and shall supersede all previous oral and written and all contemporaneous oral negotiations, commitments and understandings. Further, this Agreement may be amended or terminated at any time by mutual agreement only in writing executed by Grantors and Grantee.

14. **Assignments.** This Agreement and the rights, interests or obligations hereunder may not be assigned by Grantee, by operation of law or otherwise, without the prior written consent of the Grantors, which may be held in Grantors' sole discretion, however, Grantors may assign this Agreement. This Agreement shall inure to the benefit of and be binding upon the Grantors and the Grantee and their respective permitted heirs, administrators, successors and assigns.

15. **Binding Effect.** The covenants, agreements and conditions contained or expressed in this Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

16. **Notices.** All notices and other communications required or permitted hereunder shall be in writing (including telefax, electronic mail or similar writing) and shall be given as follows:

(a) If to Grantors, to:

Martin Ensbury  
1334 Parkview Avenue #100  
Manhattan Beach, CA 90266  
[martin@mlcommercialproperties.com](mailto:martin@mlcommercialproperties.com)  
Fax: (310) 546-8755

(b) If to Grantee, to:

Attn: Mayor's Office  
Jonesboro City Hall  
300 South Church  
Jonesboro, Arkansas 72401  
Fax: (870) 933-4619

17. **Counterparts, Facsimile and Email.** This Agreement can be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or scanned, email transmission of any signed original document and/or retransmission of any signed facsimile or scanned, email transmission will be deemed the same as the delivery of the original.

18. **Governing Law.** This Agreement shall be governed by, and construed and enforced with, the laws of the state of Arkansas, without regard to conflicts of law doctrines. Further, the parties expressly agree that in the event of the commencement of any litigation to enforce the terms of this Agreement that the venue of the action shall be maintained in Craighead County, Arkansas.

IN WITNESS WHEREOF, Grantors and Grantee have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

**"GRANTORS"**

**TRAMONTANA GROUP I, LLC**

By: \_\_\_\_\_

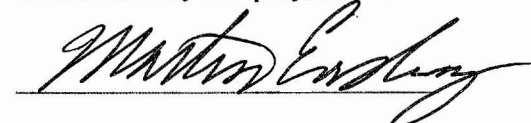
Name: Louis Alaia

Title: Manager

Date: \_\_\_\_\_

**1666 NORTH AVALON LLC, a Delaware Limited Liability Company**

By: 1666 North Avalon, LLC, a California Limited Liability Company, Sole Member



Name & Title: Martin Ensbury, Manager

Date: 4/20/15

4K'S LLC

By: \_\_\_\_\_

Name: Jack Rode

Title: Manager

Date: \_\_\_\_\_

MARTINI-PACE, LLC

By: Robert Martini

Name: Robert Martini

Title: Manager

Date: 4-22-15

**"GRANTEE"**

The City of Jonesboro, Arkansas, hereby accepts the above Sidewalk Easement Agreement for municipal purposes subject to the terms, conditions and obligations stated therein.

PLEASE SEE ATTACHED  
FOR NOTARY'S CERTIFICATE

4K'S/LLC

By: \_\_\_\_\_

Name: ~~Jack Rode~~ WALTER JACK RODE

Title: Manager

Date: 4-17-2015

MARTINI-PACE, LLC

By: \_\_\_\_\_

Name: Robert Martini

Title: Manager

Date: \_\_\_\_\_

**"GRANTEE"**

The City of Jonesboro, Arkansas, hereby accepts the above Sidewalk Easement Agreement for municipal purposes subject to the terms, conditions and obligations stated therein.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Orange )

On 1 May 2015 before me, Shinta Tanamas, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Louis Aida  
Name(s) of Signer(s)

who proved to me on 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 the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Sidewalk Easement Agreement Document Date: 1 May 2015  
Number of Pages: 6 Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: ST  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**ACKNOWLEDGMENT**

Disclosure: A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California  
COUNTY OF Los Angeles

On this 20 day of April 2015 before me, Matthew N. Wade, personally appeared **MARTIN ENSBURY**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

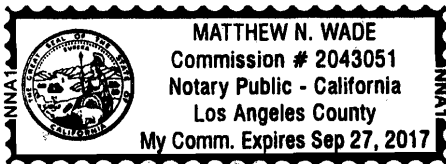
Matthew N. Wade

Notary Public

My Commission Expires:

September 27, 2017

[SEAL]





STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of April 2015 before me, the undersigned duly commissioned Notary Public, qualified and acting within and for said County and State, appeared in person the within named **JACK RODE** on behalf of **4K'S LLC**, a limited liability company, and who stated that he was duly authorized in his respective capacity to execute the foregoing instrument for and in the name and behalf of said limited liability company, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this \_\_\_\_ day April 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

[SEAL]

STATE OF California  
COUNTY OF Riverside

On this 22 day of April 2015 before me, the undersigned duly commissioned Notary Public, qualified and acting within and for said County and State, appeared in person the within named **ROBERT MARTINI** on behalf of **MARTINI-PACE, LLC**, a limited liability company, and who stated that he was duly authorized in his respective capacity to execute the foregoing instrument for and in the name and behalf of said limited liability company, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes set forth therein.

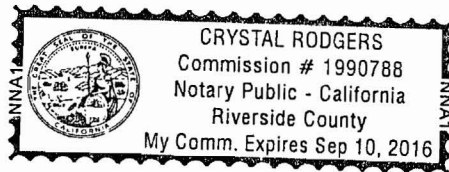
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 22 day April 2015.

Crystal Rodgers  
Notary Public

My Commission Expires:

9/10/16

[SEAL]



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On April 17, 2015 before me, Harnish Bhakri, Notary Public,  
(Here insert name and title of the officer)

personally appeared Walter Jack Pode,  
who proved to me on 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 the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Harnish Bhakri*

Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

Sidewalk easement agreement  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 8 Document Date 4/17/15

#### CAPACITY CLAIMED BY THE SIGNER

- Individual ~~(s)~~  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

On this day, before me personally appeared **HAROLD PERRIN** and **DONNA JACKSON**, to me personally well known, who acknowledged themselves to be the Mayor and City Clerk for the **CITY OF JONESBORO**, Arkansas, a Municipal Corporation of the State of Arkansas, and that they, as such officers, being authorized so to do, had executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

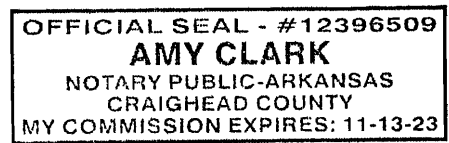
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 21 day April 2015.

Amy Clark  
Notary Public

My Commission Expires:

11-13-23

[SEAL]



**EXHIBIT "A"**

A part of the property described by Special Warranty Deed recorded in Book 727 Page 712 and lying in the Southeast Quarter of the Northeast Quarter of Section 20, Township 14 North, Range 4 East, Jonesboro, Craighead County, Arkansas, described as follows: A 10 foot wide tract of land west of and adjacent to the existing West right-of-way line of Caraway Road as shown on the ALTA Survey recorded in Book C Page 163 on April 11, 2005 in the office of the Circuit Clerk in Craighead County, Arkansas, also being more particularly described as follows: Commencing at the Southeast Corner of the Southeast Quarter of the Northeast Quarter of Section 20, Township 14 North, Range 4 East, Craighead County, Arkansas, thence N 89°31'00" W a distance of 222.72 feet; thence N 01°18'00" E a distance of 244.57 feet; thence S 88°13'00" E a distance of 153.71 feet to the point of beginning; thence N 08°06'14" E a distance of 127.80 feet; thence S 84°04'06" E a distance of 2.86 feet; thence N 01°18'00" E a distance of 956.33 feet; thence S 89°42'00" E a distance of 10.00 feet to the existing West right-of-way of Caraway Road; thence along said right-of-way as follows: S 01°18'00" W a distance of 957.31 feet; N 84°04'06" W a distance of 2.89 feet; S 08°06'14" W a distance of 127.07 feet; thence leaving said right-of-way N 88°13'00" W a distance of 10.06 feet to the point of beginning subject to Grantors right to use for vehicular ingress and egress all existing driveways across the Easement Property for access from and onto South Caraway Road.

CONSENT AND JOINDER

The undersigned, U.S. Bank National Association, as successor-in-interest to Bank of America, National Association, successor by merger to LaSalle Bank National Association, as Trustee for the Registered Holders of GMAC Commercial Mortgage Securities Inc., Mortgage Pass-Through Certificates, Series 2005-C1 ("Lender"), by and through Berkadia Commercial Mortgage LLC, the master servicer, hereby consents to and joins in the execution of the foregoing grant of that certain Sidewalk Easement Agreement between Tramontana Group I, LLC, a Delaware limited liability company, Martini-Pace, LLC, a Delaware limited liability company, 4 K's LLC, a Delaware limited liability company, and 1666 North Avalon LLC, a Delaware limited liability company (collectively, "Borrowers"), and the City of Jonesboro, a Municipal Corporation of the State of Arkansas ("Easement Agreement"), by virtue of its rights and interests set forth in that certain Mortgage and Security Agreement, dated as of March 30, 2005 ("Security Instrument"), and agrees to the granting of the aforesaid Easement Agreement.

This \_\_\_ day of \_\_\_\_\_, 2015

Signed, sealed and delivered in the presence of:

U.S. Bank National Association, as successor-in-interest to Bank of America, National Association, successor by merger to LaSalle Bank National Association, as Trustee for the Registered Holders of GMAC Commercial Mortgage Securities Inc., Mortgage Pass-Through Certificates, Series 2005-C1

By: Berkadia Commercial Mortgage LLC, a Delaware limited liability company

Its: Master Servicer

By: [Signature]  
Name: Gary A. Routzahn  
Authorized Representative

Witness:  
[Signature]  
Kristie A. Alvelo

**COPY**

ACKNOWLEDGEMENT:

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss  
COUNTY OF MONTGOMERY )

On the 23<sup>rd</sup> day of April 2015, before me, a Notary Public in and for the said Commonwealth, personally appeared Gary A. Routzahn, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as an Authorized Representative, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

In Witness Whereof, I have hereunto set my hand and official seal.

[Signature]  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Kimberly A. Robinson, Notary Public  
Lower Gwynedd Twp., Montgomery County  
My Commission Expires May 2, 2018  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

## SCHEDULE B

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, which arise by reason of:

1. All assessments and taxes due in 2006, and thereafter, not yet due and payable.
2. The exact quantity of land or number of acres or square feet contained within the property described herein is not insured.
3. Building setback line of 60 feet from centerline of U.S. Highway 63B and from centerline of Arkansas Highway #173 as shown in Dedication Deed filed May 15, 1968, Book 170 Page 464, records of Craighead County, Arkansas.
4. Right-of-way Permit to Arkansas Power & Light Company, filed November 3, 1948, and recorded in Book 115 Page 272, records of Craighead County, Arkansas.
5. Easement for Sewer Line along entire Southerly and Easterly side of the SE1/4 of the NE1/4 of Section 20, Township 11 North, Range 4 East, to City Water & Light Plant of Jonesboro, Arkansas, filed April 14, 1959, and recorded in Book 142 Page 172, records of Craighead County, Arkansas.
6. Deed of Dedication to the City of Jonesboro, Arkansas, for right of ingress and egress covering 0.7066 acres, filed May 15, 1968 and recorded in Book 170 Page 464, records of Craighead County, Arkansas.  
  
Easement for Utility Line 30 feet wide along West side and 15 feet wide along North side to City Water & Light Plant of Jonesboro, Arkansas, filed August 28, 1968 and recorded in Book 172 Page 182, records of Craighead County, Arkansas.
8. Easement to Southwestern Bell Telephone Company for a Communication System, filed September 30, 1968 and recorded in Book 172 Page 286, records of Craighead County, Arkansas.
9. Reciprocal Cross-Easement Agreement for Driveways by and between Caraway Plaza Shopping Center, a joint venture, and Lone Star Company, filed April 19, 1991 and recorded in Book 404 Page 615 at Jonesboro, Arkansas.
10. Parking Lot Agreement by and between Caraway Plaza Shopping Center, a joint venture, and Lone Star Co., Inc., filed for record April 24, 1991 and recorded in Miscellaneous Book 23 Page 548, records of Craighead County, Arkansas.
11. Right-of-way executed by Caraway Plaza Shopping Center, LP to the City of Jonesboro for the construction and maintenance of a street, filed for record June 9, 2000 and recorded in Book 592 Page 547, records of Craighead County, Arkansas.
12. Subject to Survey done by Troy L. Sheets, Professional Land Surveyor Certificate No. 596 as Job No. 04142020052 dated March 23, 2005 and all information and items as shown on survey.
13. Rights of Tenants as Tenants only.
14. Assumption and Release Agreement dated June 28, 2006 by and between Caraway Plaza, LLC, Joseph Siegert, and Brad Barkau Original Borrowers, Tramontana Group I, LLC, Martini-Pace, LLC, 4 K's LLC, 1666 North Avalon LLC the Assumptor's and LaSalle Bank National Association as Trustee for the Registered Holders of GMAC Commercial Securities, Inc. Commercial Mortgage Pass-Through Certificates, Series 2005-

The schedules of this policy consist of 4 page(s).

C1 Noteholder, filed for record July 13, 2006 in Book 1224 Page 128 in the records of Craighead County, Arkansas.

15. UCC Financing Statement by and between Tramontan Group I, LLC and Martini-Pace, LLC dated June 28, 2006 and filed for record August 29, 2006 in Book 1233 Page 505, records of Craighead County, Arkansas.
16. Tenancy-in-Common agreement by and between 1666 North Avalon LLC, 4 K's LLC, Tramontana Group I, LLC and Martini-Pace LLC all as tenants in Common dated April 25, 2006 and filed for record July 13, 2006 in Book 1224 Page 164 records of Craighead County, Arkansas.
17. Assignment of Tenant Leases by and between 1666 North Avalon, LLC, 4 K's LLC, Tramontan Group LLC, Martini-Pace LLC and Caraway Plaza, LLC dated June 28, 2006 and filed for record July 13, 2006 in Book 1224 Page 195 records of Craighead County, Arkansas.
18. Assignment of Service Agreements and Permits by and between 1666 North Avalon, LLC, 4 K's LLC, Tramontan Group LLC, Martini-Pace LLC and Caraway Plaza, LLC dated June 28, 2006 and filed for record July 13, 2006 in Book 1224 Page 211 records of Craighead County, Arkansas.

The schedules of this policy consist of 4 page(s).

Associated with  
JB2015R-007642



\* J B 2 0 1 5 R - 0 0 8 1 0 5 1 \*

JB2015R-008105  
CANDACE EDWARDS  
CRAIGHEAD COUNTY  
RECORDED IN

**CONSENT AND JOINDER**

The undersigned, U.S. Bank National Association, as successor-in-interest to Bank of America, National Association, successor by merger to LaSalle Bank National Association, as Trustee for the Registered Holders of GMAC Commercial Mortgage Securities Inc., Mortgage Pass-Through Certificates, Series 2005-C1 ("**Lender**"), by and through Berkadia Commercial Mortgage LLC, the master servicer, hereby consents to and joins in the execution of the foregoing grant of that certain Sidewalk Easement Agreement between Tramontana Group I, LLC, a Delaware limited liability company, Martini-Pace, LLC, a Delaware limited liability company, 4 K's LLC, a Delaware limited liability company, and 1666 North Avalon LLC, a Delaware limited liability company (collectively, "**Borrowers**"), and the City of Jonesboro, a Municipal Corporation of the State of Arkansas ("**Easement Agreement**"), by virtue of its rights and interests set forth in that certain Mortgage and Security Agreement, dated as of March 30, 2005 ("**Security Instrument**"), and agrees to the granting of the aforesaid Easement Agreement.

*[Handwritten signature]*  
C.

This \_\_\_ day of \_\_\_\_\_, 2015

Signed, sealed and delivered in the presence of:

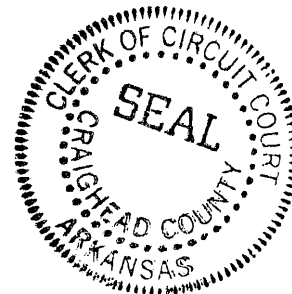
U.S. Bank National Association, as successor-in-interest to Bank of America, National Association, successor by merger to LaSalle Bank National Association, as Trustee for the Registered Holders of GMAC Commercial Mortgage Securities Inc., Mortgage Pass-Through Certificates, Series 2005-C1

By: Berkadia Commercial Mortgage LLC, a Delaware limited liability company

Its: Master Servicer

By: *[Signature]*  
Name: Gary A. Routzahn  
Authorized Representative

Witness:  
*[Signature]*  
Kristie A. Alvelo



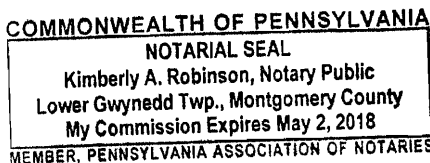
ACKNOWLEDGEMENT:

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss  
COUNTY OF MONTGOMERY )

On the 23<sup>rd</sup> day of April 2015, before me, a Notary Public in and for the said Commonwealth, personally appeared Gary A. Routzahn, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as an Authorized Representative, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

In Witness Whereof, I have hereunto set my hand and official seal.

*[Signature]*  
Notary Public



Borrower: Tramontana Group I, LLC, et al.  
Berkadia Loan No. 99-1089908