

This instrument was prepared  
out of state by:

Serena A. Kramer  
Singleton Cooksey PLLC  
6363 Woodway, Suite 600  
Houston, Texas 77057  
713-532-6200

After Recording return to:  
Corinna Crum  
Stewart National Title Services  
1980 Post Oak Blvd., Suite 610  
Houston, TX 77056

RE:

809629



20131023001162280 1/11  
Bk: LR201319 Pg:5234  
Jefferson County, Alabama  
I certify this instrument filed on:  
10/23/2013 09:55:48 AM D  
Judge of Probate- Alan L. King



20131030000428180 1/11 \$44.00  
Shelby Cnty Judge of Probate, AL  
10/30/2013 08:09:38 AM FILED/CERT

### ASSIGNMENT AND ASSUMPTION OF EASEMENT

**THIS ASSIGNMENT AND ASSUMPTION OF EASEMENT** ("Assignment") is made and entered into as of this 26<sup>th</sup> day of September, 2013 ("Transfer Date"), by and between **ARCTURUS LAND ENTERPRISES, LLC, a Delaware limited liability company** ("Assignor"), with its principal place of business at Whitehall Towers, Third Floor, 470 Streets Run Road, Pittsburgh, Pennsylvania 15236, and **GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company** ("Assignee") with a mailing address of 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317-8564.

#### Recitals:

WHEREAS, on February 23, 2010, Assignor and Southcrest Baptist Church, an Alabama non-profit corporation, entered into that certain Exclusive Easement and Assignment Agreement ("Easement") recorded (i) in Book LR201061, Page 11935, in the office of the Judge of Probate for Jefferson County, Alabama, and (ii) as Instrument No. 20100409000108530 in the office of the Judge of Probate for Shelby County, Alabama, with respect to all or a portion of that certain real property ("Property") described on Exhibit "A" attached hereto, which Property is subject to (i) that certain tower easement parcel consisting of 4,900 square feet +/- (the "Tower Easement"), more particularly described in Exhibit "B-1" attached hereto, (ii) that certain twenty (20) foot wide ingress, egress and utility easement ("Access & Utility Easement"), more particularly described in Exhibit "B-2" attached hereto, which Tower Easement and Access & Utility Easement (collectively, the "Easement Parcels") are jointly illustrated in the drawing attached hereto as Exhibit "B-3"; and

WHEREAS, the Easement Parcels are further subject to modification pursuant to Paragraph 2(b) of the Easement; and

WHEREAS, pursuant to the terms of the Easement, Assignor also holds the landlord's beneficial interest in that certain Option and Lease Agreement dated April 14, 1999 (as such agreement may have been subsequently amended and/or assigned, hereafter called the "Ground Lease"), by and between Southcrest

Site Name: Genery's Gap  
BU: 809629

10330102



Baptist Church, as landlord, and Powertel/Birmingham, Inc., as tenant, as evidenced in the public records by that certain Memorandum of Lease dated June 30, 1999, recorded in LR Book 9909, Page 7767 in the office of the Judge of Probate for Jefferson County, Alabama and as Instrument No. 1999-29287 in the office of the Judge of Probate for Shelby County, Alabama, and that certain Amendment dated December 1, 2002, recorded in LR Book 200307, Page 8116 in the office of the Judge of Probate for Jefferson County, Alabama and as Instrument No. 20030311000148620 in the office of the Judge of Probate for Shelby County, Alabama; and

WHEREAS, pursuant to that certain Sale and Purchase Agreement dated as of March 8, 2010 ("Agreement"), by and between TriStar Investors, Inc., the parent corporation of Assignor, and Assignee, Assignor has, among other things, agreed to assign all its right, title and interest in and to the Easement and Ground Lease to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. RECITALS. The recitals set forth above, including all exhibits referenced therein, are incorporated herein by reference and made a part of this Assignment.

2. ASSIGNMENT. As of the Transfer Date, Assignor hereby assigns and transfers all of its right, title, claim and interest in, to and under the Easement and Ground Lease to Assignee and its successors and assigns. Pursuant to the terms of the Agreement, Assignor shall warrant and defend the rights assigned to Assignee against all claims made by, through or under Assignor but not otherwise, except only as to the Permitted Exceptions (as such term is defined in the Agreement). Except for the limited warranty of title contained herein and the representations and warranties set forth in the Agreement, (i) Assignor hereby disclaims, and Assignee hereby waives, any and all warranties of any nature regarding the interests assigned hereunder, including any and all express or implied warranties of merchantability, habitability or fitness for a particular purpose, and (ii) all interests conveyed to Assignor pursuant to the Easement and Ground Lease shall be conveyed as-is with all faults. Furthermore, to the extent that any legal descriptions herein differ from those areas described in the Easement, the descriptions provided in the Easement shall control.

3. ACCEPTANCE OF ASSIGNMENT. Assignee, as of the Transfer Date, hereby accepts the foregoing assignment of the Easement and Ground Lease and assumes all of the Assignor's obligations under the Easement and Ground Lease that accrue or arise out of acts or omissions occurring from and after the Transfer Date. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever, arising out of or in any way related to the Easement or the Ground Lease that accrue from or after the Transfer Date. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their representatives, agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever, arising out of or in any way related to the Easement or the Ground Lease that accrue or arise out of acts or omissions occurring prior to the Transfer Date. This Section 3 and the obligations of Assignee and Assignor shall survive termination of the Agreement and the execution of this Assignment to the fullest duration permitted by law.

4. GOVERNING LAW; JURISDICTION; VENUE. This Assignment will be governed by and construed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of laws. Any suit arising from or relating to this Agreement must be brought in Allegheny County, Pennsylvania, or, if the suit shall be brought in federal court, in the United States District Court for the Western District of Pennsylvania, Pittsburgh Division. Assignor and Assignee each waive the right to bring suit elsewhere.

5. ATTORNEYS FEES AND COSTS. In the event of any litigation arising out of this Assignment, the prevailing party will be entitled to recover all expenses and costs incurred, including reasonable attorneys' fees and costs.

6. BINDING EFFECT. This Assignment will be binding upon, and will inure to the benefit of, the Assignor, Assignee and their respective successors and assigns.

7. COUNTERPARTS. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

8. AGREEMENT. Nothing contained in this Assignment will be deemed or construed as relieving Assignor or Assignee of their respective duties and obligations under the Agreement.

[Signatures to immediately follow.]




IN WITNESS WHEREOF, and intending to be legally bound, Assignor and Assignee have executed this Assignment.

**ASSIGNOR:**

**ARCTURUS LAND ENTERPRISES, LLC,**  
**a Delaware limited liability company**

By: Weidl Mgt, LLC,  
a Delaware limited liability company,  
its sole member

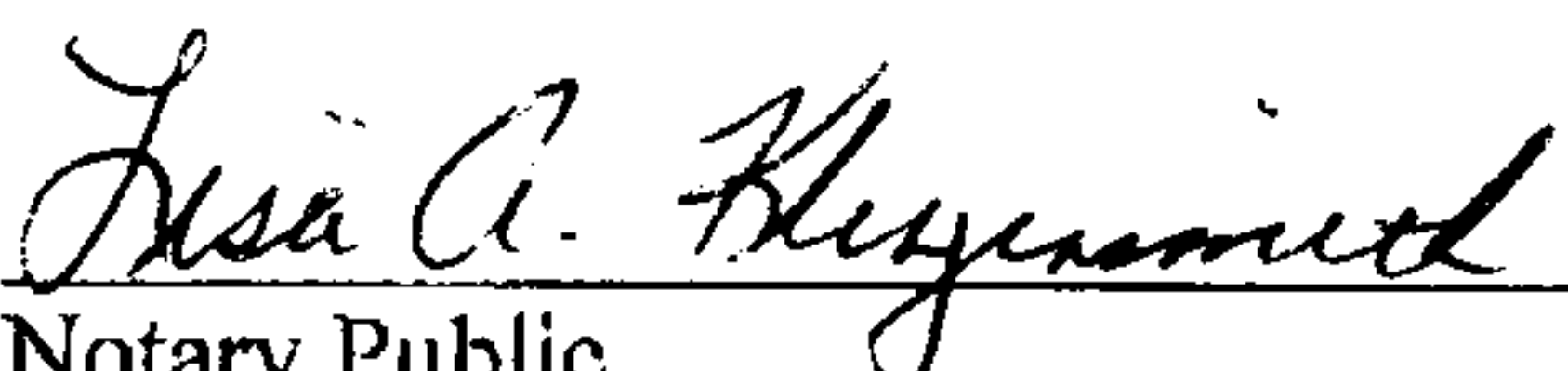
By: TriStar Investors, Inc.,  
a Delaware corporation,  
its sole member

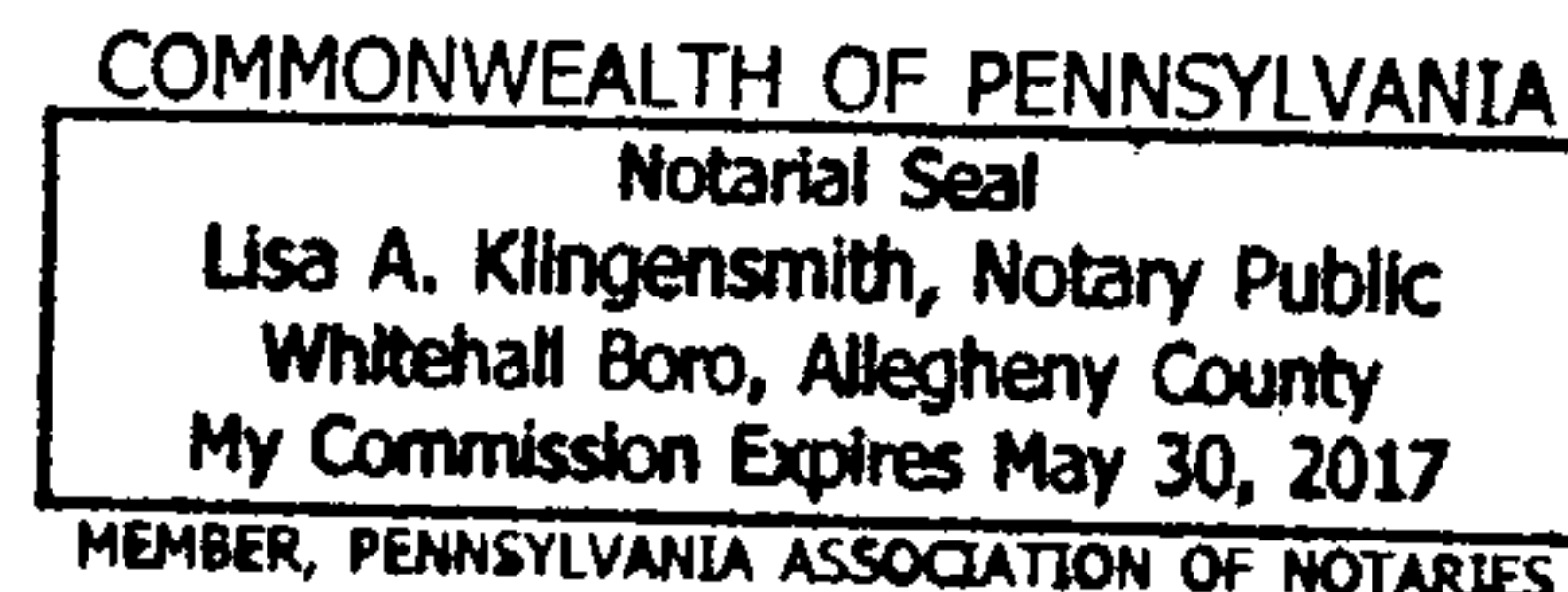
By:   
John P. Lemmon,  
Vice President & General Counsel

STATE OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY ) SS:

On this 26<sup>TH</sup> day of SEPTEMBER, 2013, before me, a Notary Public, the undersigned officer, personally appeared **JOHN P. LEMMON**, who acknowledged himself to be the Vice President & General Counsel of Tristar Investors, Inc., a Delaware corporation, the sole member of Weidl Mgt, LLC, a Delaware limited liability company, the sole member of **ARCTURUS LAND ENTERPRISES, LLC**, a **Delaware limited liability company**, and that he, as such officer, being authorized to do so, executed the foregoing Assignment and Assumption of Easement for the purposes therein contained by signing his name on behalf of said entities by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public  
My Commission Expires: 5/30/17



ASSIGNEE:

GLOBAL SIGNAL ACQUISITIONS IV LLC,  
a Delaware limited liability company

By Angela A. Siebe  
Name: Angela Siebe  
Title: Director  
Land Acquisition Operations

STATE OF TEXAS )  
 ) SS:  
COUNTY OF HARRIS )

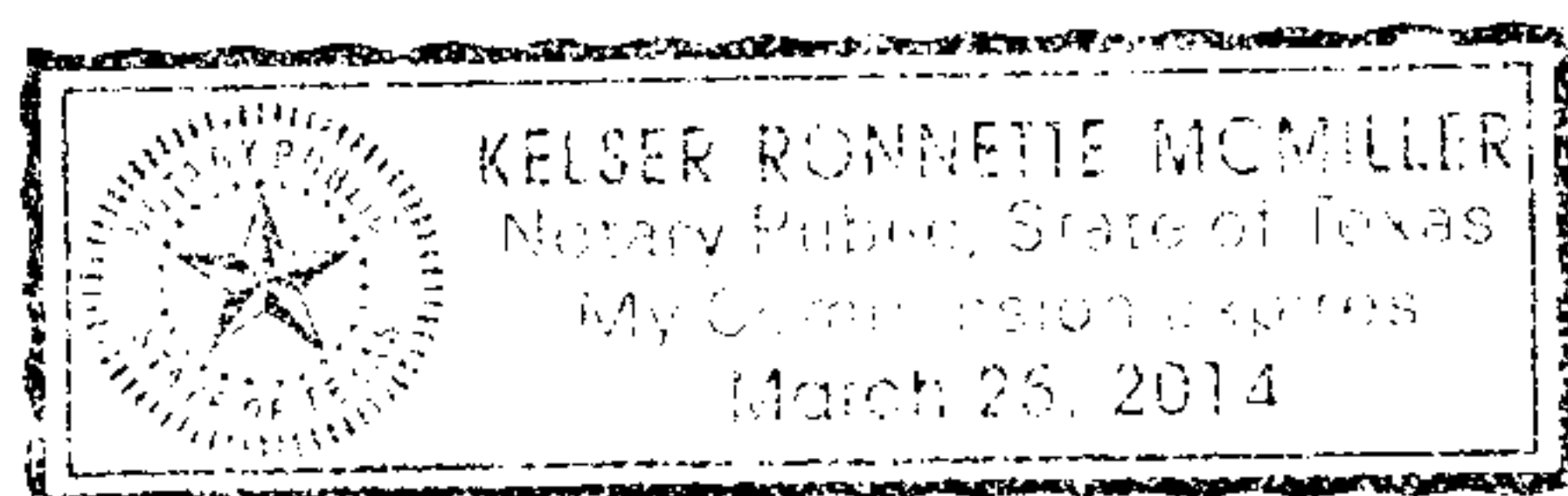
On this 18 day of SEPTEMBER, 2013, before me, a Notary Public, the undersigned officer, personally appeared ANGELA A. SIEBE, who acknowledged himself/herself to be the DIRECTOR of GLOBAL SIGNAL ACQUISITIONS IV LLC., a Delaware limited liability company, and that he/she, as such officer, being authorized to do so, executed the foregoing Assignment and Assumption of Easement for the purposes therein contained by signing his/her name on behalf of said Delaware limited liability company by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kel Miller

Notary Public

My Commission Expires: 3-25-14





**Exhibit "A"**  
**Property**

**Legal Description:**

A parcel of land in the Southeast Quarter of Section 12, Township 20 South, Range 4 West, Jefferson and Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 12 and run North 90°00' West 23.97 feet to a point on the Westerly right of way of the Southern Railroad and being the point of beginning of the following described parcel; thence run Northwesterly along said railroad right of way for an arc distance of 67.68 feet to the end of a curve in said railroad; thence run North 43°45'24" West for 26.12 feet to a point; thence run South 46°14'36" West along said railroad right of way for 50.00 feet to a point; thence run North 43°45'24" West along said railroad right of way for 121.89 feet to a point on the Southeasterly right of way for South Shades Crest Road; thence run Southwesterly and Westerly along said right of way for an arc distance of 157.01 feet to the end of said curve; thence continue South 89°10'59" West along said right of way for 139.38 feet to a point of curve; thence run Westerly and Southwesterly along said right of way for an arc distance of 267.12 feet to the end of said curve; thence run South 70°08'52" West for 38.74 feet to a point; thence leaving said right of way run North 90°00' East for 79.95 feet along the North line of the Genery Gap Cemetery; thence run South 3°02'57" East along the East line of said cemetery for 81.70 feet; thence run South 89°25'40" East along the North line of said cemetery for 94.93 feet; thence run South 3°24'20" East along the East line of said cemetery for 214.58 feet to an angle point; thence run South 1°08'00" West for 210.00 feet; thence run North 90°00' East for 723.07 feet, more or less, to the Westerly right of way for the aforementioned Southern Railroad; thence run Northerly and Northwesterly along said right of way for an arc distance of 512.93 feet to the point of beginning. Said parcel contains 9.01 acres more or less.

**Known as: 4317 South Shades Crest Road, Bessemer, AL 35022**

**PID# 58-12-01-12-0-002-008.000 (SHELBY COUNTY)**  
**PID# 01-42-12-4-000-018.000 (JEFFERSON COUNTY)**

**Exhibit "B-1"**

**Description of Tower Easement**

**BU#809629**

**OWNER: SOUTHCREST BAPTIST CHURCH**

**DEED BOOK 1143, PAGE 222**

**PID# 58-12-01-12-0-002-008.000 (SHELBY COUNTY)**

**PID# 01-42-12-4-000-018.000 (JEFFERSON COUNTY)**

**TOWER COMPOUND:**

A PARCEL OF LAND SITUATED IN THE SE 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 4 WEST, JEFFERSON AND SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 12 AND RUN NORTH 90°00'00" WEST FOR 23.97 FEET TO A POINT ON THE W'ERLY R/W OF THE SOUTHERN RAILROAD; THENCE CONTINUE NORTH 90°00'00" WEST FOR A DISTANCE OF 193.39 FEET TO A POINT; THENCE RUN SOUTH 00°00'11" WEST FOR 396.73 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL AND CONTINUE SOUTH 00°00'11" WEST, A DISTANCE OF 70.00 FEET TO A POINT; THENCE RUN NORTH 89°59'49" WEST, A DISTANCE OF 70.00 FEET TO A POINT; THENCE RUN NORTH 00°00'11" EAST, A DISTANCE OF 70.00 FEET TO A POINT; THENCE RUN SOUTH 89°59'49" EAST, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,900 SQUARE FEET, MORE OR LESS.



**Exhibit "B-2"**

**Description of Access & Utility Easement**

**BU#809629**

**OWNER: SOUTHCREST BAPTIST CHURCH**

**DEED BOOK 1143, PAGE 222**

**PID# 58-12-01-12-0-002-008.000 (SHELBY COUNTY)**

**PID# 01-42-12-4-000-018.000 (JEFFERSON COUNTY)**

**INGRESS, EGRESS, AND UTILITY EASEMENT:**

A STRIP OF LAND 20 FEET IN WIDTH FOR INGRESS, EGRESS, AND UTILITIES SITUATED IN THE SE 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 4 WEST, SHELBY AND JEFFERSON COUNTIES, ALABAMA, AND LYING 10.00 FEET TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NE CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 12 AND RUN NORTH 90°00'00" WEST FOR 23.97 FEET TO A POINT ON THE W'ERLY R/W OF THE SOUTHERN RAILROAD; THENCE CONTINUE NORTH 90°00'00" WEST FOR A DISTANCE OF 193.39 FEET; THENCE ANGLE LEFT AND RUN SOUTH 00°00'11" WEST FOR 396.73 FEET; THENCE ANGLE RIGHT AND RUN NORTH 89°59'49" WEST FOR A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING; THENCE ANGLE RIGHT AND RUN NORTH 28°08'23" EAST FOR A DISTANCE OF 48.46 FEET; THENCE ANGLE LEFT AND RUN NORTH 24°11'20" WEST FOR A DISTANCE OF 49.91 FEET; THENCE ANGLE LEFT AND RUN NORTH 40°55'04" WEST FOR A DISTANCE OF 34.87 FEET; THENCE ANGLE LEFT AND RUN NORTH 54°33'45" WEST FOR A DISTANCE OF 33.91 FEET; THENCE ANGLE LEFT AND RUN NORTH 65°15'30" WEST FOR A DISTANCE OF 79.23 FEET; THENCE ANGLE LEFT AND RUN NORTH 72°12'14" WEST FOR A DISTANCE OF 51.12 FEET; THENCE ANGLE RIGHT AND RUN NORTH 52°05'12" WEST FOR A DISTANCE OF 71.97 FEET; THENCE ANGLE LEFT AND RUN NORTH 52°46'32" WEST FOR A DISTANCE OF 103.98 FEET; THENCE ANGLE RIGHT AND RUN NORTH 37°37'46" WEST FOR A DISTANCE OF 79.93 FEET; THENCE ANGLE RIGHT AND RUN NORTH 03°54'56" WEST FOR A DISTANCE OF 125.21 FEET MORE OR LESS TO THE SOUTHERLY LINE OF SOUTH SHADES CREST ROAD (A 70' R/W) AND THE ENDING POINT OF THIS CENTERLINE.

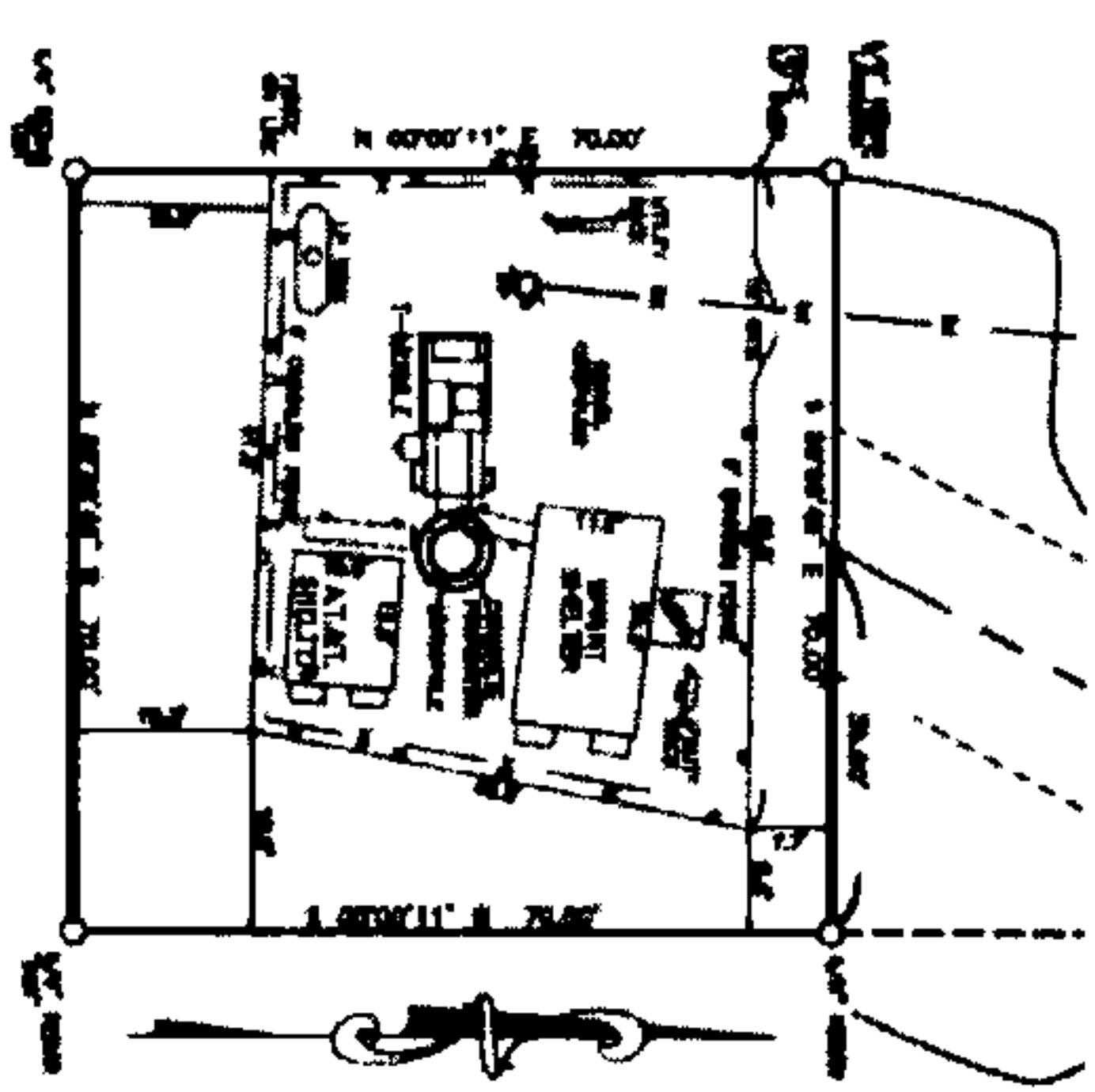


**Exhibit "B-3"**  
**Drawing**

[DRAWING ATTACHED ON FOLLOWING PAGE(S)]



Site Name: Genery's Gap  
BU: 809629



0° 30° 60° 90°

COMPOUND DETAIL

**SURVEY NOTES:**

[illegible]

A circular professional seal for a land surveyor in the State of Alabama. The outer ring contains the text "STATE OF ALABAMA" at the top and "RALPH E. CORLEY" at the bottom, separated by two small stars. Inside this ring, the words "REGISTERED" and "PROFESSIONAL LAND SURVEYOR" are arranged in a circular pattern. In the center of the seal, the registration number "#17255" is printed.

PAUL E. COMLEY, III

## POWER RANKING FOR

# W CROWN CASTLE

**SOUTH SHADES CREST** **8096629**  
4317 SOUTH SHADES CREST ROAD  
BESSEMER, ALABAMA 35020

**END CORNER, PLUS**



P.O. BOX 317  
MCALLA, ALABAMA 36111  
PHONE: 206-586-2017  
FAX: 817-301-3877  
CELL: 206-807-4820  
Email: [ed@endcorner.net](mailto:ed@endcorner.net)

**SURVEY WORK PERFORMED BY:**

**Job#: 10004**




[LAST PAGE RESERVED FOR RECORDER'S USE]

20131023001162280 11/11  
Bk: LR201319 Pg:5234  
Jefferson County, Alabama  
10/23/2013 09:55:48 AM D  
Fee - \$46.00

Total of Fees and Taxes-\$46.00  
LYNN

Site Name: Genery's Gap  
BU: 809629

  
20131030000428180 11/11 \$44.00  
Shelby Cnty Judge of Probate, AL  
10/30/2013 08:09:38 AM FILED/CERT