


Prepared by:
Global Signal Acquisitions IV LLC
Attn: Legal Dept.
301 N. Cattlemen Road #300
Sarasota FL 34232

Site# 3014531-Alabaster 3rd Str


20060920000466070 1/8 \$34.00
Shelby Cnty Judge of Probate, AL
09/20/2006 10:29:09AM FILED/CERT

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AGREEMENT (this "Assignment") is made this 15 day of August 2006, by and between **Ann L. Walker**, a single woman ("Assignor"), whose address is 1898 Chandalar Court, Pelham, AL 35124 **Global Signal Acquisitions IV LLC**, a Delaware limited liability company ("Assignee") whose address is 301 N. Cattlemen Road, Suite 300, Sarasota, FL 34232.

WHEREAS, Assignor is the current lessor under that certain lease dated November 17, 1996 originally by and between Ann Walker and Hinds as lessor and Campbell Properties as lessee, as more fully described in Exhibit "A" attached hereto and incorporated by reference herein (hereafter the "Ground Lease"); and

WHEREAS, Assignor has agreed to convey, transfer and assign to Assignee all of its right, title and interest in and to that certain Ground Lease (the "Assigned Lease") and Assignee has agreed to accept an assignment thereof; and

WHEREAS, the Assigned Lease pertains to certain real property more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Subject Property"); and

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the sum of \$10.00, the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Background Recitals hereinabove are true and correct and are incorporated herein by this reference.
2. The Assignor hereby assigns to Assignee all of its right, title and interest in and to the Assigned Lease, together with any amendments to the Assigned Lease, and Assignee hereby assumes and agrees to perform all of the Assignor's obligations under the Assigned Leases upon the terms and conditions set forth in the Assigned Leases.
3. Except as expressly set forth herein, the terms of the Assigned Lease shall remain in full force and effect, unaltered by this Assignment.
4. Assignor hereby covenants and agrees that the Assigned Lease is in full force and effect, has not otherwise been modified or extended, and that as of the date hereof, Assignor is not aware of any defaults under the Assigned Lease. Assignor further covenants that it has full right and authority to execute and deliver this instrument. Assignor covenants that it is the lawful owner of the landlord's

So land title

interest in the Assigned Lease and that no other party has any interest in or claim against the Landlord's interest in the Assigned Lease, that Assignor has full right and authority to execute and deliver this instrument, and to assign the Assigned Lease to Assignee.


5. Assignee hereby agrees to completely indemnify and hold harmless Assignor from and against any and all liability, claims, demands, breaches, suits or any other cause of action (collectively, the "Claims") relating to, arising out of, or otherwise in connection with the Assigned Leases, which Claims relate to the occurrence or non-occurrence of any event which post date the date of this Assignment.

6. Assignor hereby covenants, agrees and represents that all consents, approvals and authorizations necessary to consummate the transaction contemplated hereby have been procured.

7. Assignor hereby covenants and agrees that any and all rent, fees or other payments under the Assigned Lease is now fully paid and current.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

*Remainder of page intentionally left blank
Signatures and acknowledgments to follow*


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Witnesses:

Phillip Walker
Print Name: PHILLIP WALKER

Print Name: _____

ASSIGNOR:
ANN L. WALKER


Ann L Walker
Ann L. Walker

STATE OF Alabama
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14th day of August, 2006, within in my jurisdiction, the within named **Ann L. Walker** who acknowledged that she executed the above and foregoing instrument. She is personally known to me or has produced driver license (type of identification) as identification.

NOTARIAL SEAL

Deann A Livingston
Name: Deann A Livingston
Notary – State of Alabama
My Commission Expires: 8-8-07


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Witnesses:

[Signature]
Print Name: Dorothy Burr

[Signature]
Print Name: Charles Joseph Booker

ASSIGNEE:

Global Signal Acquisitions IV LLC,
a Delaware limited liability company

By: [Signature]

Name: Yakin Madhoo

As its: Assistant Treasurer

STATE OF FLORIDA
COUNTY OF SARASOTA

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 15th day of August, 2006, within my jurisdiction, the within named Yakin Madhoo, who acknowledged that he is Assistant Treasurer, of Global Signal Acquisitions IV LLC, a Delaware limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do. He is personally known to me or has produced _____ (type of identification) as identification.

NOTARIAL SEAL



Becky L. Brodkorb
My Commission DD285335
Expires January 27 2008

[Signature]

Name: Becky L. Brodkorb

Notary – State of Florida


My Commission Expires: 1-27-08

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EXHIBIT "A"

Lease Description

That certain Antenna Site Lease dated November 17, 1996 bay and between Ann Walker as Landlord and Hinds and Campbell, an Alabama partnership, as tenant; evidenced by that certain Memorandum of Ground Lease Agreement dated 03/1999 between Ann Walker, as Landlord/Lessor and Hinds & Campbell Properties, an Alabama partnership, as Tenant/Lessee recorded on 03/31/2000 in Instrument Number 2000-10555; Assigned to Pinnacle Towers Inc., a Delaware corporation on 03/31/2000 in Instrument Number 2000-10559; further evidenced by that certain Memorandum of Agreement dated 05/12/2005 between Pinnacle Towers LLC, a Delaware limited liability company, as Landlord/Lessor and Nextel South, Corp., a Georgia corporation, d/b/a Nextel Communications, as Tenant/Lessee recorded on 3/30/06 in Instrument Number 2006-147490.


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EXHBIT "B"

Subject Property

The West 142 feet of Lots 3 and 4, in Block 2, according to Buck Creek Cotton Mills Subdivision, a map of which is recorded in the office of the Judge of Probate of Shelby County, Alabama, in Map Book 3 Page 9 in said Probate Office.

AND BEING a portion of the same property conveyed to Ann L. Walker from C. P. Walker by Warranty Deed dated January 31, 1991 and recorded February 1, 1991 in Deed Book 327, Page 688.



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EXHIBIT B Continued

TOWER AREA:

A 0.115 acre area surrounding a tower and equipment built pursuant to Ground Lease, lying and being entirely within the Subject Property described above in Exhibit B, and being more particularly described as follows:

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 3 WEST, HUNTSVILLE MERIDIAN AND BEING A PART OF LOTS 3 & 4, BLOCK 2 OF THE BUCK CREEK COTTON MILL SUBDIVISION AS RECORDED IN MAP BOOK 3, PAGE 9 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE NE CORNER OF SAID LOT 3 AND RUN NORTH 83°22'49" WEST ALONG THE NORTH LINE OF SAID LOT 3 FOR A DISTANCE OF 257.17 FEET TO THE POINT OF BEGINNING; THENCE ANGLE LEFT AND RUN SOUTH 18°29'24" WEST FOR A DISTANCE OF 99.20 FEET; THENCE ANGLE RIGHT AND RUN NORTH 83°22'49" WEST FOR A DISTANCE OF 44.34 FEET; THENCE ANGLE RIGHT AND RUN NORTH 07°00'16" EAST FOR A DISTANCE OF 51.92 FEET; THENCE ANGLE RIGHT AND RUN NORTH 21°10'12" EAST FOR A DISTANCE OF 46.55 FEET TO A POINT ON SAID NORTH LINE OF LOT 3; THENCE ANGLE RIGHT AND RUN SOUTH 83°22'49" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 52.67 FEET TO THE POINT OF BEGINNING.

ACCESS AND UTILITIES AREA:

A 20-foot wide access easement

A STRIP OF LAND 20 FEET IN WIDTH FOR INGRESS AND EGRESS SITUATED IN THE NE 1/4 OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 3 WEST, HUNTSVILLE MERIDIAN AND BEING A PART OF LOTS 1 & 2, BLOCK 2 OF THE BUCK CREEK COTTON MILL SUBDIVISION AS RECORDED IN MAP BOOK 3, PAGE 9 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA AND LYING 10.00 FEET TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NE CORNER OF LOT 3 OF SAID SUBDIVISION AND RUN NORTH 83°22'49" WEST ALONG THE NORTH LINE OF SAID LOT 3 FOR A DISTANCE OF 257.17; THENCE ANGLE LEFT AND RUN SOUTH 18°29'24" WEST FOR A DISTANCE OF 99.20 FEET; THENCE ANGLE RIGHT AND RUN NORTH 83°22'49" WEST FOR A DISTANCE OF 44.34 FEET; THENCE ANGLE RIGHT AND RUN NORTH 07°00'16" EAST FOR A DISTANCE OF 51.92 FEET; THENCE ANGLE RIGHT AND RUN NORTH 21°10'12" EAST FOR A DISTANCE OF 46.55 FEET TO A POINT ON SAID NORTH LINE OF LOT 3; THENCE ANGLE RIGHT AND RUN SOUTH 83°22'49" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 21.53 FEET TO THE POINT OF BEGINNING; THENCE ANGLE LEFT AND RUN NORTH 13°21'14" EAST FOR A DISTANCE OF 100.65 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 AND THE ENDING POINT OF THIS CENTERLINE.


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*Prepared By:
Legal Department
Global Signal Acquisitions IV LLC
301 N. Cattleman Rd., Ste 301
Sarasota, FL 34232*