



20110729000220360 1/6 \$27.00
Shelby Cnty Judge of Probate, AL
07/29/2011 11:12:30 AM FILED/CERT

THIS INSTRUMENT WAS PREPARED BY:

SBA TOWERS III LLC
Nicole Pocchia, Mergers & Acquisitions
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487
(561) 226-9439

AFTER RECORDING RETURN TO:

PANGAEA TITLE SERVICES, LLC
June Smith
3323 Raskarity Road
Cumming, GA 30041
(404) 271-8971
RE: AL14462-A, HELENA ROAD

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Ground Lease Assignment") is made and entered into as of this 1st day of July, 2011 ("Transfer Date"), by FORESITE, LLC, an Alabama limited liability company ("Assignor"), to SBA TOWERS III LLC, a Florida limited liability company, having an address at 5900 Broken Sound Parkway, NW, Boca Raton, FL 33487, Attn.: Thomas P. Hunt, Senior Vice President and General Counsel, Fax Number (561) 989-2941 ("Assignee").

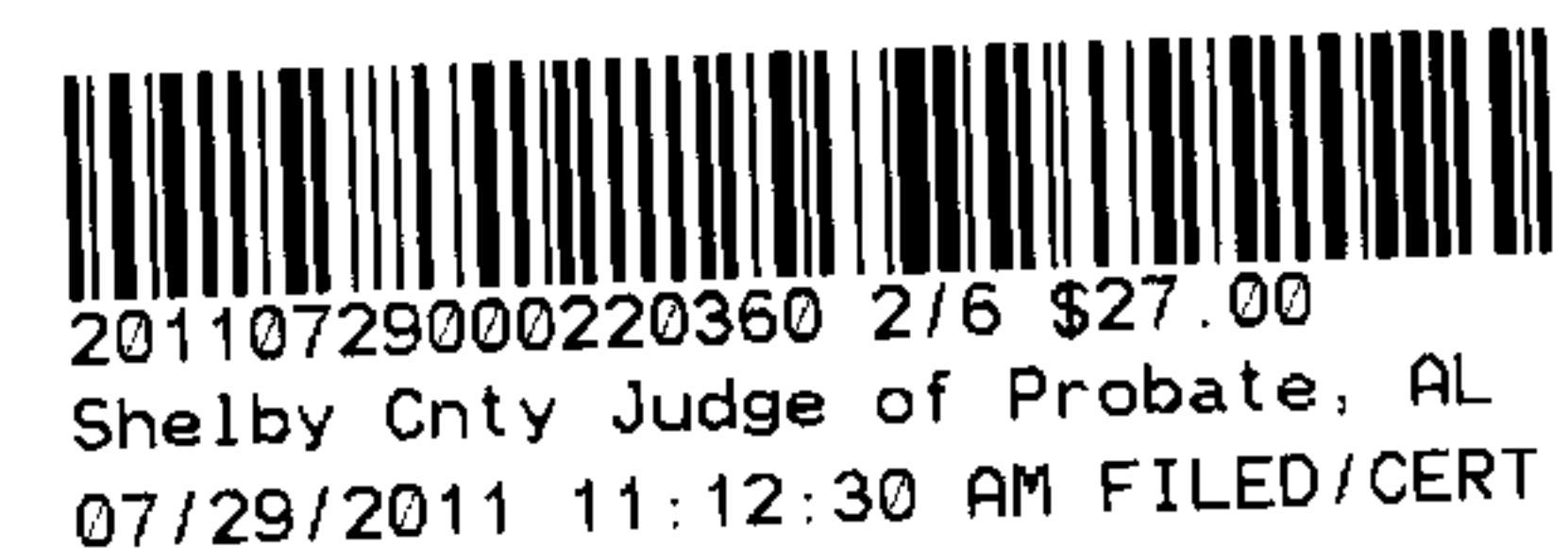
RECITALS

A. On the 10th day of September, 2008, Korean Presbyterian Church of Birmingham, PC (USA) ("Ground Lessor"), as landlord, and Assignor, as tenant, entered into that certain Lease Agreement (collectively with all amendments, modifications, renewals, substitutions, extensions, and replacements thereto and thereof, as applicable, the "Ground Lease") for that certain parcel of real property ("Real Property") located in the City of Pelham, County of Shelby, State of Alabama, which Real Property is more particularly described on Exhibit "A" attached hereto. In connection with the Ground Lease, Landlord and Assignor recorded a Memorandum of Lease as instrument number 20080925000380360 in the Office of the Judge of Probate, Shelby County, Alabama.

B. Pursuant to that certain Purchase and Sale Agreement dated as of the 27th day of May, 2011 and amended on June 7, 2011 ("Purchase and Sale Agreement"), by and between Assignor and Assignee, Assignor has, among other things, (i) agreed to assign all its right, title and interest in and to the Ground Lease to Assignee and to sell and convey to Assignee all of its right, title and interest in the improvements thereon, including all communications towers or monopoles on the Real Property and (ii) made certain representations, warranties and indemnification obligations with respect thereto. All capitalized terms not otherwise defined in this Ground Lease Assignment shall have the meaning ascribed thereto in the Purchase and Sale Agreement.

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

1. RECITALS. The recitals set forth above are incorporated herein and made a part hereof and are true and correct.
2. ASSIGNMENT. As of the Transfer Date and subject to the Permitted Exceptions, Assignor hereby irrevocably and absolutely assigns and transfers to Assignee, for itself and for its successors and assigns, all of Assignor's right, title, claim and interest in, to and under the Ground Lease.
3. ACCEPTANCE OF ASSIGNMENT. Assignee as of the Transfer Date, hereby accepts the foregoing assignment of the Ground Lease and assumes all of the Assignor's obligations under the Ground Lease which arise or relate to the period after the Transfer Date.
4. APPURTENANCES, EASEMENTS, AND IMPROVEMENTS. Assignor hereby grants, bargains, assigns and sells to Assignee, its successors and assigns forever, all of Assignor's right, title, claim and interest in and to (i) all Appurtenant Property relating to the Real Property, (ii) all Easements benefiting the Real Property, (iii) all Improvements constructed on the Real Property or the Easements, and (iv) any and all non-disturbance agreements, subordination, non-disturbance & attornment agreements and all similar agreements benefitting Assignor and/or the Ground Lease.
5. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Ground Lease Assignment occurred or shall occur in Jefferson County, Alabama. Any civil action or legal proceeding arising out of or relating to this Ground Lease Assignment shall be brought in the courts of record of the State of Alabama in Jefferson County. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be effected on such party by mail, as provided in this Ground Lease Assignment, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.
6. ATTORNEYS FEES AND COSTS. In the event of any litigation or arbitration between Assignor and Assignee arising out of this Ground Lease Assignment, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and costs at both trial and appellate levels.




7. BINDING EFFECT. This Ground Lease Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

8. GOVERNING LAW. This Ground Lease Assignment will be governed by and construed in accordance with the internal laws of the State of Alabama without regard to principles of conflicts of laws.

9. COUNTERPARTS. This Ground Lease 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.

EXECUTION PAGES FOLLOW

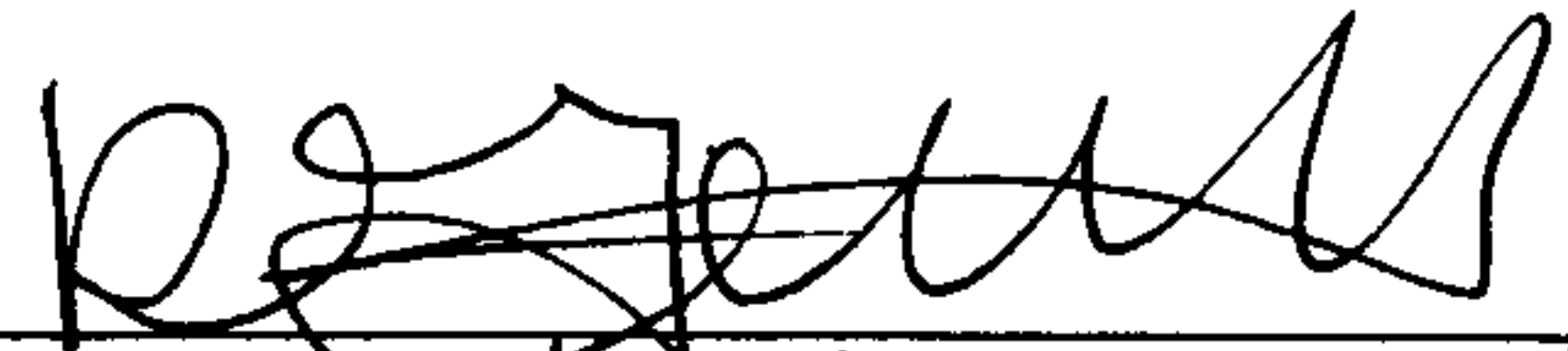

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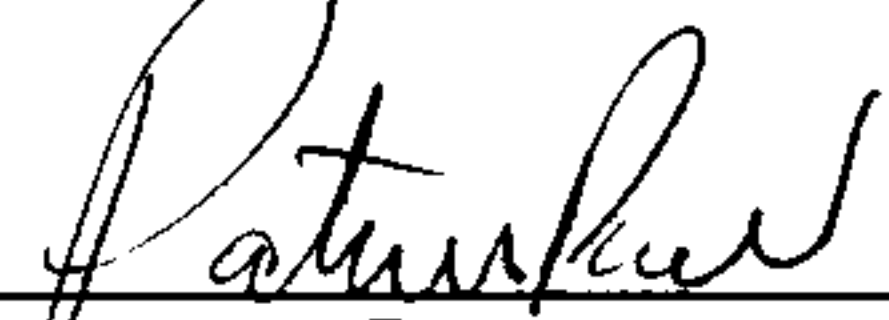
THIS GROUND LEASE ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

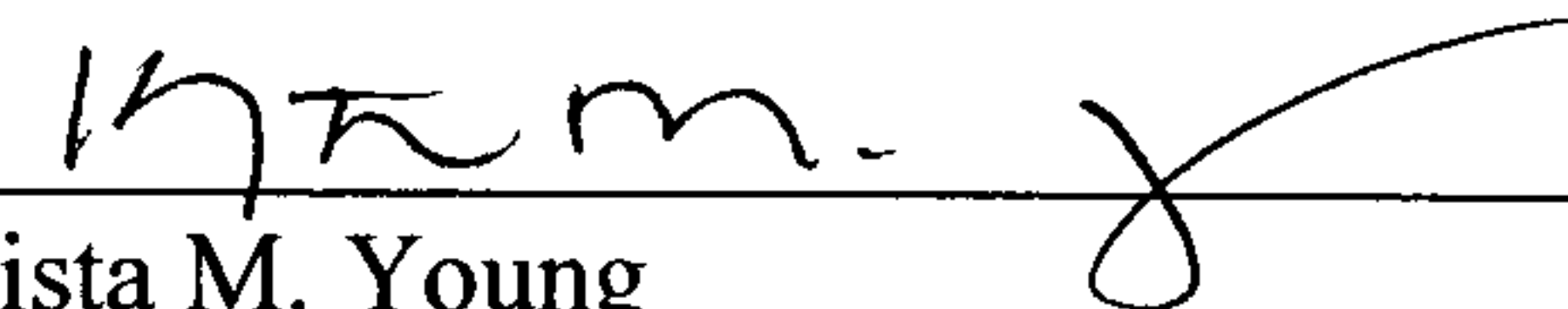
Witnesses:

ASSIGNOR:

FORESITE, LLC,
an Alabama limited liability company


Print Name: Rachael Fitzgerald


Print Name: Patrick Reed

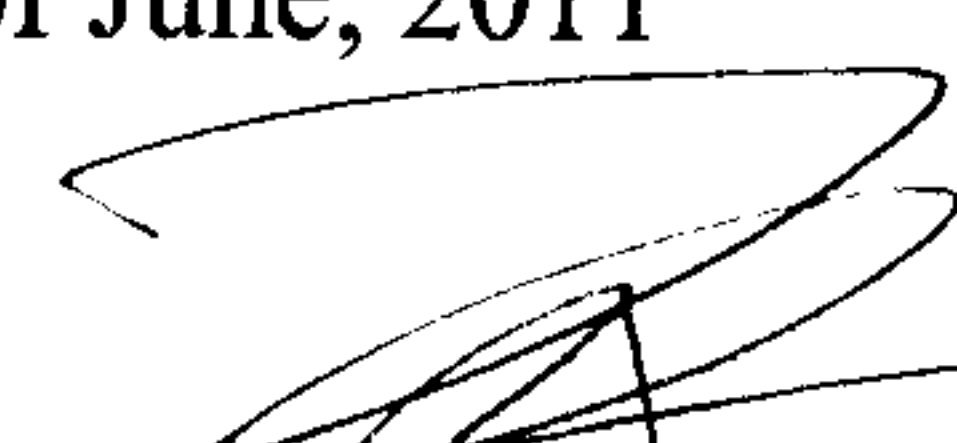
By: 
Krista M. Young
Chief Financial Officer

STATE OF Alabama
COUNTY OF Shelby

I, Brigita D. Edmondson, a Notary Public, in and for said County, in said State, hereby certify that Krista M. Young whose name as Chief Financial Officer of FORESITE, LLC, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me or has produced _____ as identification, acknowledged before me this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily and for and as the act of said limited liability company.

Given under my hand this the 30th day of June, 2011

[NOTARIAL SEAL]


Print Name: Brigita D. Edmondson
NOTARIAL PUBLIC - _____

Commission Number: _____
My Commission Expires: Sept 27, 2014
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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Witnesses:

ASSIGNEE:

SBA TOWERS III LLC,
a Florida limited liability company

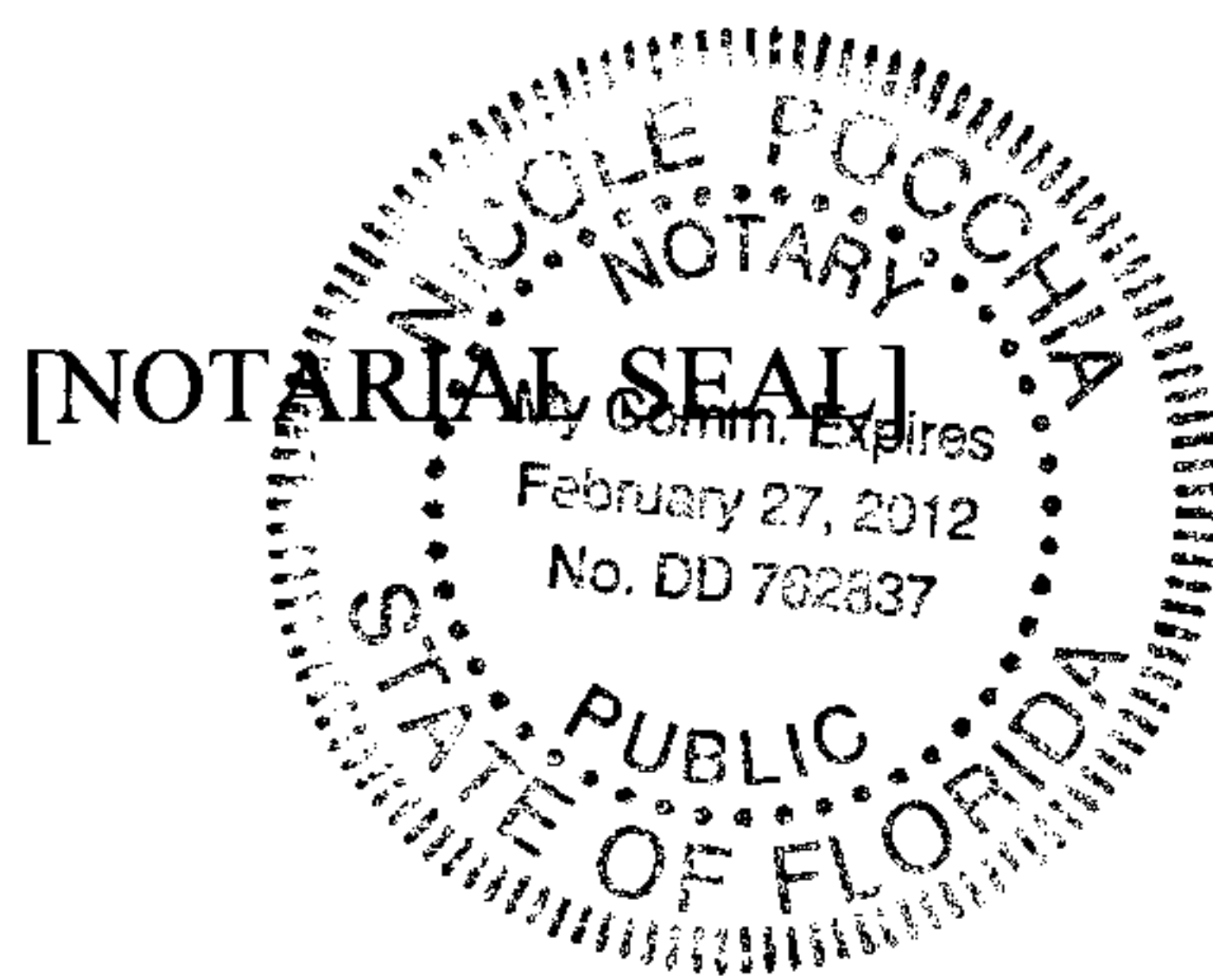
By: Neil Seidman
Vice President

J. Bethea
Print Name: Jihan Bethea
K. Amstrong
Print Name: Kisha Armstrong

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, Nicole Ann Pocchia, a Notary Public, in and for said County, in said State, hereby certify that Neil Seidman, whose name as Vice President of SBA TOWERS III LLC, a Florida limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily and for and as the act of said limited liability company.

Given under my hand this the 1st day of July, 2011



Nicole Pocchia
Print Name: NICOLE POCCHIA
NOTARIAL PUBLIC - FLORIDA
Commission Number: DD762837
My Commission Expires: 2-27-2012

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EXHIBIT "A"

Real Property

AL14462-A, Helena Road

100' X 100' LEASE AREA


A parcel of land being a portion of that certain tract of land as recorded in Instrument No. 1995-35413 in the Office of the Judge of Probate, Shelby County, Alabama lying in the NW 1/4 of Section 1, Township 20 South, Range 3 West and being more particularly described as follows:

Commence at a 3/4" rebar found in place on the West property line of said certain tract of land (Parcel No. 13-1-02-1-000-001.002) having Alabama West State Plane Coordinates N:1211927.846 E:2178166.045 and lying on the East right-of-way line of Alabama Highway 261; thence run S 17°42'54" E for a distance of 647.64 feet to a 5/8" capped rebar set (SMW LS 19753) and the Point of Beginning; thence S 03°37'07" W for a distance of 100.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 86°22'53" W for a distance of 100.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 03°37'07" E for a distance of 100.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 86°22'53" E for a distance of 100.00 feet to the Point of Beginning. Said above described parcel contains 0.23 acres, more or less.

30' INGRESS/EGRESS & UTILITY EASEMENT

An easement being a portion of that certain tract of land as recorded in Instrument No. 1995-35413 in the Office of the Judge of Probate, Shelby County, Alabama lying in the NW 1/4 of Section 1 and the NE 1/4 of Section 2, Township 20 South, Range 3 West and being more particularly described as follows:

Commence at a 3/4" rebar found in place on the West property line of said certain tract of land (Parcel No. 13-1-02-1-000-001.002) having Alabama West State Plane Coordinates N:1211927.846 E:2178166.045 and lying on the East right-of-way line of Alabama Highway 261; thence run S 17°42'54" E for a distance of 647.64 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 03°37'07" W for a distance of 100.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 86°22'53" W for a distance of 100.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 03°37'07" E for a distance of 100.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 86°22'53" E for a distance of 65.00 to the Point of Beginning of an Ingress/Egress and Utility Easement being 30 feet in width and lying 15 feet on each side of the following described centerline; thence N 03°37'07" E for a distance of 7.28 feet to a point; thence N 45°57'05" W for a distance of 110.00 feet to a point; thence N 01°28'13" E for a distance of 205.32 feet to a point; thence with a curve to the left having a radius of 65.00 feet, an arc length of 84.52 feet and a chord bearing of N 35°46'51" W and a chord length of 78.69 feet to a point; thence N 73°01'55" W for a distance of 137.34 feet, more or less, to a point on the West right-of-way line of Alabama Highway 261 and the Point of Ending. Said above described easement contains 0.37 acres more or less.


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