

This Instrument Prepared By:  
Matthew W. Barnes, Esq.  
Burr & Forman LLP  
420 20th Street North, Suite 3400  
Birmingham, Alabama 35203

20140218000044380 02/18/2014 12:49:08 PM ASSIGN  
1/8

After Recording Return To:  
Linear Title  
Ocean Technology Plaza, First Floor  
127 John Clarke Road  
Middletown, Rhode Island 02842  
Attention: Lauren Farley

STATE OF ALABAMA )

Cross reference to:  
Instrument No. 2000-17211

COUNTY OF SHELBY )

### ASSIGNMENT OF LEASE

This Assignment of Lease (this "Agreement") is made effective as of JANUARY 29, 2014, by and between **ROBERT L. BURR, JR.**, with a mailing address of 2021 Stagg Run Circle, Pelham, Alabama 35124 ("Assignor"), and **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Assignee").

WHEREAS, Assignor is the lessor under that certain Option and Lease Agreement dated December 6, 1996 originally by and between Assignor, as lessor, and BellSouth Mobility Inc., a Georgia corporation, as lessee which was recorded as Instrument No. 2000-17211 in the Office of the Judge of Probate of Shelby County, Alabama (as amended or assigned, the "Lease"); and

WHEREAS, the Assignor has agreed to transfer and assign the Lease to the Assignee.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants hereinafter to be kept faithfully by the parties hereto, the parties hereto agree as follows:


1. **Assignment.** Assignor hereby transfers, sells, conveys and assigns the Lease unto the Assignee including all security deposits, damage deposits, and other tenant deposits ("Security Deposits"), if any, and the right to collect rentals thereunder becoming due on or after the date of this Assignment of Lease. Assignee agrees to account to Assignor for the collection of any rents delinquent on the date of this Assignment of Lease, but Assignee shall not be required to take affirmative action to collect such delinquent rates, if any. All rents collected shall be applied first to current rent, and any excess shall be applied to delinquent rent, if any. Assignor specifically reserves the right to collect any rental delinquent as of the date hereof.

2. **Assumption.** Assignee hereby assumed all of the obligations of the Assignor as landlord under the Lease accruing subsequent to the date hereof, including, specifically, the obligation to account to all tenants for Security Deposits, if any, paid by such tenant to the Assignor, and the Assignee does hereby indemnify and hold the Assignor harmless from and against any and all such liabilities, claims or causes of action arising after the date hereof in connection with the Lease.

- (a) Amendments. No amendment, modification or cancellation of this Agreement shall be valid unless in writing and signed by all the parties hereto.
- (b) Headings. The Paragraph and Subparagraph headings hereof are inserted for convenience and reference only and shall not alter, define, or be used in construing the text of such Paragraphs or Subparagraphs.
- (c) Meaning of Particular Terms. Whenever used, the singular number shall include the plural and the plural the singular, and pronouns of one gender shall include all genders; and the words "Assignor" and "Assignee" shall include their respective heirs, personal representatives, successors and assigns.
- (d) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Alabama.
- (e) Invalidity of Particular Provisions. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions hereof shall nevertheless remain effective and shall be enforced to the fullest extent permitted by applicable law, and in lieu of such illegal or unenforceable provisions there shall be added automatically as part of this Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable.
- (f) No Delay or Waiver. No delay on the part of the Assignee in exercising any right hereunder or any failure to exercise the same shall operate as a waiver of such right; nor in any event shall any modification or waiver of the provisions hereof be effective unless in writing; nor shall any such waiver be applicable except in the specific instance for which given.
- (g) Execution in Counterparts. This Agreement may be executed, acknowledged and delivered in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.
- (h) Entire Agreement. This Assignment constitute the entire agreement among the parties with respect to the subject matter hereof. No oral understandings or agreements exist between the parties, all of which oral understandings or agreements are merged herein and of no further force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Lease effective as of the date first written above.

ASSIGNOR:


  
ROBERT L. BURR, JR.

STATE OF ALABAMA )

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that **ROBERT L. BURR, JR.**, whose name is signed to the foregoing Assignment of Lease is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same on the day the same bears date.

Given under my hand and official seal this the 14 day of January, 2014.

  
Notary Public

MY COMMISSION EXPIRES FEBRUARY 27, 2016

My Commission Expires: \_\_\_\_\_

ASSIGNEE:

**CROWN CASTLE TOWERS 09 LLC,**  
a Delaware limited liability company

By: *Philip Kelley*  
Name: Philip Kelley  
Title: Sr. VP Corporate  
Development & Strategy

STATE OF Texas )  
Harris COUNTY )

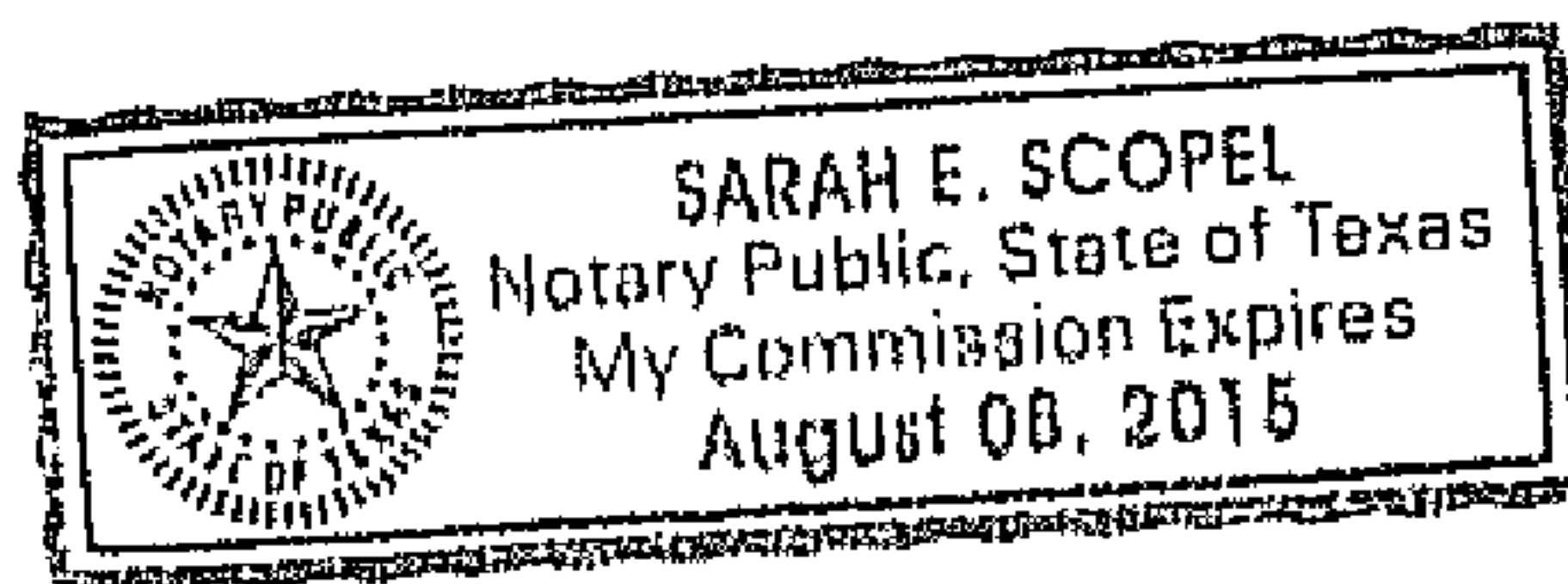
I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Philip Kelley whose name as SVP of **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company, is signed to the foregoing Assignment of Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Assignment of Lease, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this the 29 day of Jan., 2014.

*Sarah E. Scopel*  
Notary Public

My Commission Expires: 8.8.15

(Notary Seal)



AGREEMENT

This Agreement (this "Agreement") is made effective as of JANUARY 29, 2013<sup>4</sup> by and between **ROBERT L. BURR JR.**, with a mailing address of 2021 Stagg Run Circle, Pelham, Alabama 35124 ("Burr"), and **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Crown").

WHEREAS, contemporaneously herewith Burr has sold to Crown, and Crown has purchased from Burr, certain real property located in Shelby County, Alabama (the "Property") and Crown has executed a Promissory Note and a Mortgage and Security Agreement in connection therewith (the "Security Documents"); and

WHEREAS, the parties desire to provide for the installation and maintenance of sod and an irrigation system along that portion of Lot 8 as shown on Exhibit A attached hereto (the "Landscaped Area").

NOW, THEREFORE, in consideration of the premises, and the mutual covenants hereinafter to be kept faithfully by the parties hereto, the parties hereto agree as follows:

1. **Installation.** At the closing of the purchase and sale of the Property, Crown shall pay to Burr Five Thousand and No/100 Dollars (\$5,000.00) and in consideration of such payment, Burr shall promptly install sod and an irrigation system sufficient to water such sod, within the Landscaped Area.

2. **Maintenance.** From the date hereof through April 1, 2022, Burr shall maintain the sod and the Landscaped Area in good condition. On or before April 1 of each year through April 1, 2022, Crown shall pay to Burr Four Hundred Eighty and No/100 Dollars (\$480.00) in full satisfaction of Burr's maintenance obligations.

3. **Notices.** Any notice or other communication required hereunder or by reason of the application of any law shall be in writing and shall be deemed received (a) on the date delivered, if sent by hand delivery, (b) three (3) days following the date deposited in U.S. Mail, certified or registered, with return receipt requested, or (c) one (1) day following the date deposited with Federal Express or other national overnight carrier, and in each case addressed as follows:

If to Crown, to :

c/o Crown Castle USA Inc.  
E. Blake Hawk, General Counsel  
Attention: Legal Department  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317

If to Burr, to:

Robert L. Burr, Jr.

2021 Stagg Run Circle  
Pelham, Alabama 35124

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Crown or Burr may change its address by notice given as herein provided, except any change of address must be actually received in order to be effective.

4. Miscellaneous.

(a) Amendments. No amendment, modification or cancellation of this Agreement shall be valid unless in writing and signed by all the parties hereto.

(b) Headings. The Paragraph and Subparagraph headings hereof are inserted for convenience and reference only and shall not alter, define, or be used in construing the text of such Paragraphs or Subparagraphs.

(c) Meaning of Particular Terms. Whenever used, the singular number shall include the plural and the plural the singular, and pronouns of one gender shall include all genders; and the words "Burr" and "Crown" shall include their respective heirs, personal representatives, successors and assigns.

(d) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Alabama.

(e) Invalidity of Particular Provisions. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions hereof shall nevertheless remain effective and shall be enforced to the fullest extent permitted by applicable law, and in lieu of such illegal or unenforceable provisions there shall be added automatically as part of this Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable.

(f) No Delay or Waiver. No delay on the part of the Crown in exercising any right hereunder or any failure to exercise the same shall operate as a waiver of such right; nor in any event shall any modification or waiver of the provisions hereof be effective unless in writing; nor shall any such waiver be applicable except in the specific instance for which given.


(g) Execution in Counterparts. This Agreement may be executed, acknowledged and delivered in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(h) Entire Agreement. This Assignment constitute the entire agreement among the parties with respect to the subject matter hereof. No oral understandings or agreements exist between the parties, all of which oral understandings or agreements are merged herein and of no further force and effect.



IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first written above.

BURR:


  
ROBERT L. BURR JR.

STATE OF ALABAMA )

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that **ROBERT L. BURR JR.**, whose name is signed to the foregoing Agreement is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same on the day the same bears date.

Given under my hand and official seal this the 24 day of January, 2014

  
Notary Public

My Commission Expires: MY COMMISSION EXPIRES FEBRUARY 27, 2016

**CROWN:**

**CROWN CASTLE TOWERS 09 LLC,**  
a Delaware limited liability company

By: *Philip Kelley*  
Name: Philip Kelley  
Title: Sr. VP Corporate  
Development & Strategy

STATE OF Texas )  
Harris COUNTY )

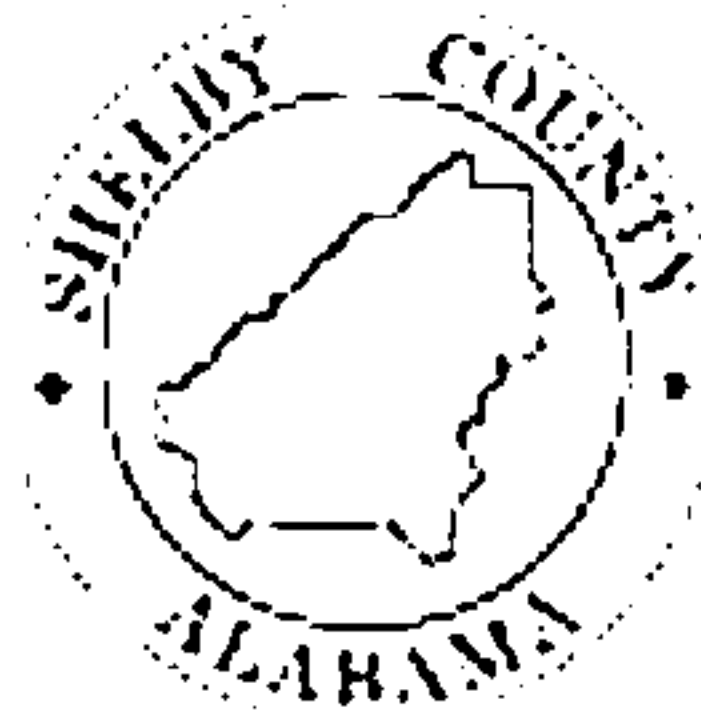
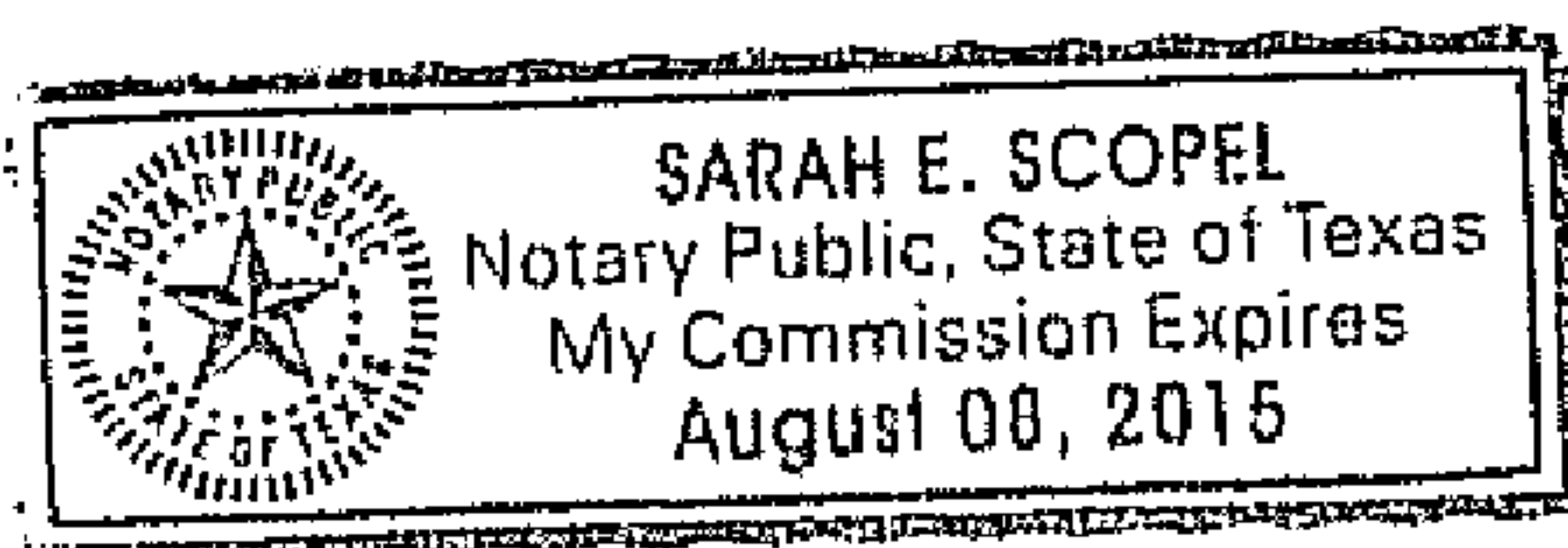
I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Phil Kelley whose name as SVP of **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company, is signed to the foregoing Assignment of Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this the 29 day of Jan., 2013.

*Sarah E. Scopel*  
Notary Public

My Commission Expires: 8-8-15

(Notary Seal)



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
02/18/2014 12:49:08 PM  
\$35.00 CHERRY  
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*James W. Fuhrmeister*