



20140320000077480 1/6 \$31.00  
Shelby Cnty Judge of Probate, AL  
03/20/2014 12:49:52 PM FILED/CERT

**Prepared by:**

Legal Department  
GTP Structures II, LLC  
750 Park of Commerce Blvd., Suite 300  
Boca Raton, FL 33487

AFTER RECORDING, PLEASE RETURN TO:  
Fidelity National Title Group  
7130 Glen Forest Dr., Ste. 300  
Richmond, VA 23228  
Attn: \_\_\_\_\_

**ASSIGNMENT AND ASSUMPTION OF EASEMENT**

*Assignment recorded 11/05/2009 Inst# 20091105000414410*

THIS ASSIGNMENT AND ASSUMPTION OF EASEMENT (this "Assignment") is entered into as of January 1, 2014 ("Transfer Date"), notwithstanding the date on which it is executed, by and among GTP TOWERS I, LLC, a Delaware limited liability company, ("Assignor")\* and GTP STRUCTURES II, LLC, a Delaware limited liability company ("Assignee")\*.

WITNESSETH

WHEREAS, Assignor wishes to assign rights and obligations under the Easement to Assignee; and

WHEREAS, Assignee wishes to accept the assignment of rights and obligations under the Easement; and

WHEREAS, on the Transfer Date, Assignor will assign all of its interest in the Easement as described on Exhibit A (the "Easement") to Assignee.

**\*Assignor and \*Assignee are affiliates.**

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*11714782*

Site Name: Christian Life Church  
Site ID: AL-5045

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Assignment of Easement. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Lease.

2. Acceptance and Assumption of Easement. Assignee hereby accepts the assignment of the Easement and expressly assumes and covenants in favor of Assignor and the Grantor under the Easement (the "Grantor") to discharge and perform, as and when due, all obligations of Assignor accruing, arising out of, or relating to events or occurrences from and after the Closing Date under the Easement.

3. Lessor as Third Party Beneficiary. Assignor and Assignee acknowledge that Grantor and its successors and assigns are intended third party beneficiaries of this Assignment and shall have the right to directly enforce Assignee's obligations and assumptions hereunder to the same extent as if they were a party hereto.

4. Counterparts; Facsimile Signatures. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument. Facsimile signatures on this Assignment shall be deemed to be original signatures.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Further Assurances. Assignor and Assignee agree that, from time to time, each of them will execute and deliver such further instruments of conveyance and transfer and take such other actions as may be reasonably necessary to carry out the purposes and intents of this Assignment and the transactions contemplated hereby.

*[Signature pages follow]*

[Assignor Signature page to Assignment and Assumption of Easement ]

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

**Assignor:**

GTP TOWERS I, LLC,  
a Delaware limited liability company

By: 

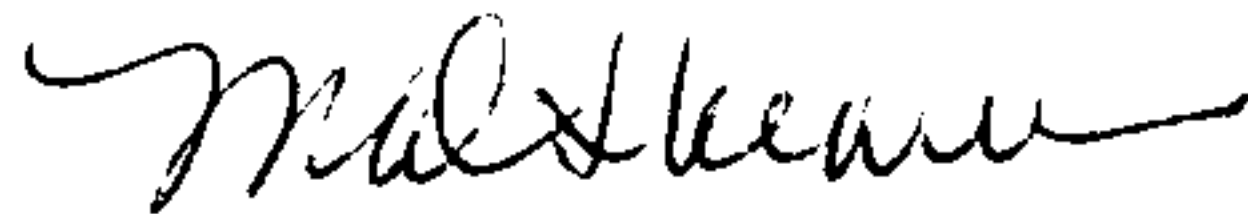
Name: Shawn Ruben

Title: Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this Dec. 30, 2013, by Shawn Ruben, Secretary of GTP TOWERS I, LLC, a Delaware limited liability company, on behalf of the limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.

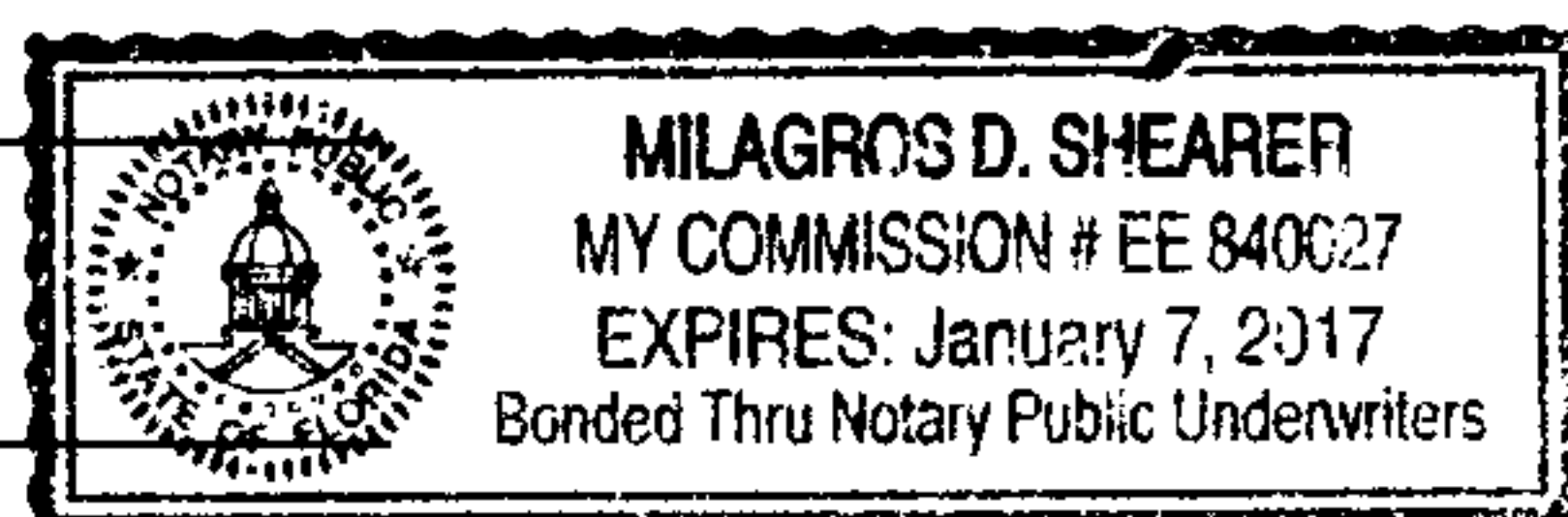


Notary Public

Printed Name: Milagros D. Shearer

My Commission Expires:

Commission # \_\_\_\_\_



Site ID: AL-5045



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[Assignee Signature page to Assignment and Assumption of Easement ]

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

**Assignee:**

GTP STRUCTURES II, LLC,  
a Delaware limited liability company

By: 

Name: Shawn Ruben

Title: Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this Dec. 30, 2013, by Shawn Ruben, Secretary of GTP STRUCTURES II, LLC, a Delaware limited liability company, on behalf of the limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.

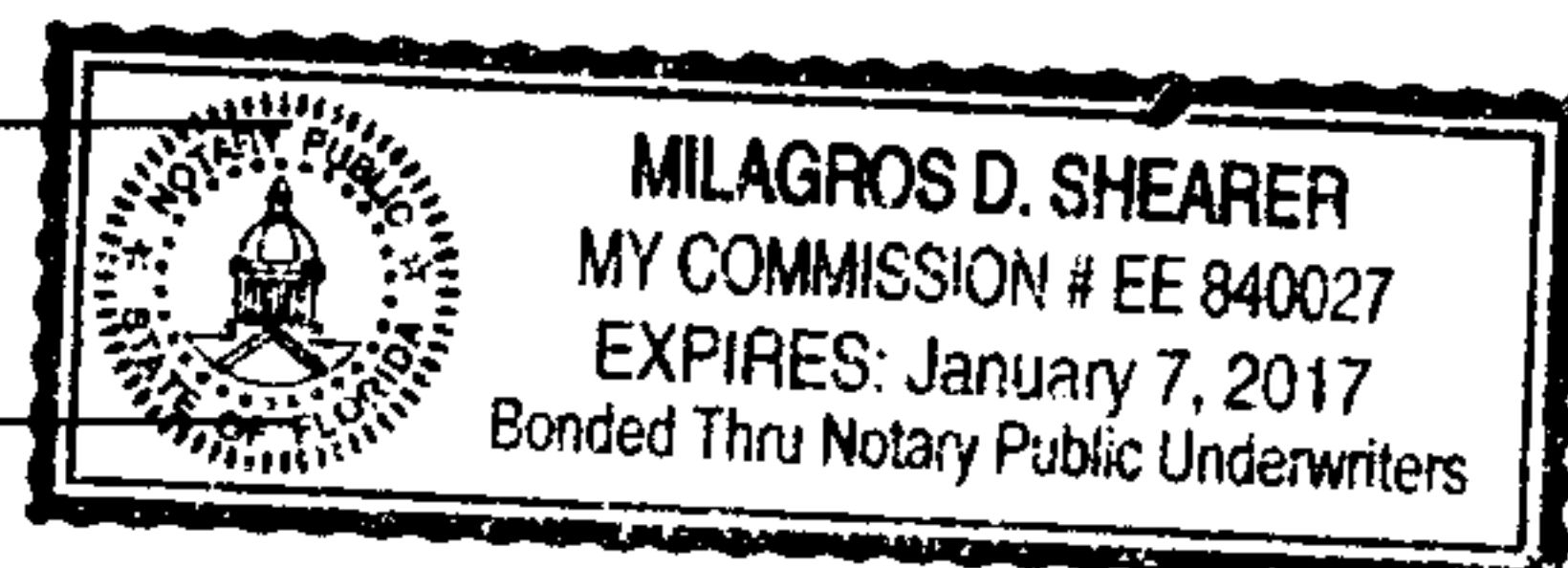


Notary Public


Printed Name: Milagros D. Shearer

My Commission Expires:

Commission # \_\_\_\_\_



Site ID: AL-5045

  
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**EXHIBIT A**  
**Description of Easement**

**Type of Instrument:** Easement  
**Grantor Name:** Christian Life Church of the Assemblies of God, Inc.  
**Original Grantee Name:** Communications Capital Group I, LLC  
**Easement Execution Date:** 7/30/2008

**Recording Infor:**

Telecommunications Easement in favor of Communications Capital Group I, LLC, a Delaware limited liability company as recorded on 08/11/2008 in Instrument No. 20080811000322640.

Assignment and Assumption of Easement Agreement from Communications Capital Group I, LLC, a Delaware limited liability company to GTP Towers I, LLC, a Delaware limited liability company recorded in 11/05/2009 as Instrument # 20091105000414410.

**Easement Description:** See Attached Exhibit A-1



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**EXHIBIT A-1**  
**Legal Description**

**An Easement Estate, said easement being a portion of the following described parent parcel:**

**A tract of land situated in the SW ¼ of the SW ¼ and the Northwest diagonal ½ of the SE ¼ of the SW ¼ of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described by metes and bounds as follows:**

**Commence at the southwest corner of the SW ¼ of the SW ¼ of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama and run thence easterly along the south line of said quarter-quarter section a distance of 833.64' to an existing steel pin marking the southernmost corner of Lot 13, of the Survey of Indian Valley, First Sector, as recorded in Map Book 5, on Page 43, in the Office of the Judge of Probate of Shelby County, Alabama and the point of beginning of the property being described; Thence continue along last described course a distance of 391.41' (measured) to an existing steel pin on the northwesterly margin of Shelby County Highway No. 17 (aka, Valleydale Road); thence turn a deflection angle of 49 degrees 15 minutes 58 seconds to the left and run northeasterly along the said margin of said Highway No. 17 a distance of 934.05' (measured) to an existing concrete highway monument marking the P.C. (point of curvature) of a curve to the right having a radius of 1,469.21' and being subtended by a central angle of 2 degrees 29 minutes 09 seconds; thence continue northeasterly along the arc of said curve an arc distance of 62.03' to an existing steel pin; thence turn a deflection angle of 73 degrees 24 minutes 24 seconds to the left from tangent and run north-northwesterly a distance of 227.28' (measured) to an existing steel pin corner; thence turn a deflection angle of 105 degrees 34 minutes 40 seconds to the left and run southwesterly along the back lot lines of Lots 4 to 13, in Block 1, of said Indian Valley, First Sector, subdivision, a distance of 1,328.28' (measured) to the point of beginning.**

**AND BEING the same property conveyed to Alabama District Council-Assemblies of God from Trimm Building Corporation, Inc., an Alabama corporation, and John H. Bankhead & Company, Inc., an Alabama corporation by Warranty Deed dated April 07, 1995 and recorded April 11, 1995 in Instrument No. 1995-09328; AND FURTHER CONVEYED to Christian Life Church of the Assemblies of God, Inc. from Vaudie V. Lambert, Nelson E. White, and Roy D. Creamer, as Trustees of the Alabama District Council-Assemblies of God by Warranty Deed dated March 25, 1997 and recorded April 07, 1997 in Instrument No. 1997-10676.**

**Tax Parcel No. 58-10-5-16-0-004-052.000**

This instrument is being filed as an accomodation only. It has not been examined as to it's execution, insurability or affect on title.