


**Instrument Prepared By and
Upon Recording Return to:**

Jill Pontano
SBA Towers VI, LLC
5900 Broken Sound Pkwy NW
Boca Raton, FL 33487
(561) 226-9304
SBA Site ID: AL16630-A / County Road 42


20141031000343840 1/8 \$35.00
Shelby Cnty Judge of Probate, AL
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**ASSIGNMENT AND ASSUMPTION OF GROUND LEASE
AND EASEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND EASEMENT ("Ground Lease and Easement Assignment") is made and entered into as of this 26th day of September, 2014 ("Transfer Date"), by FORESITE TOWERS TWO, L.L.C, a Nevada limited liability company, with an address at 3975 Asbury Road, Birmingham, Alabama 35243, Attn: Krista M. Young, Chief Financial Officer, Secretary, and Treasurer ("Assignor"), and SBA TOWERS VI, LLC, a Delaware limited liability company, having an address at 5900 Broken Sound Parkway, NW, Boca Raton, FL 33487, Attn.: Thomas P. Hunt, Executive Vice President, Fax Number (561) 989-2941 ("Assignee").

RECITALS

A. On the 18th day of September, 2012, The Westervelt Company, Inc. ("Ground Lessor"), as lessor, and FORESITE TOWERS TWO, L.L.C, a Nevada limited liability company ("Lessee"), as lessee, entered into that certain Option and 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 Shelby, County of Shelby, State of Alabama, which Real Property is more particularly described on Exhibit "A" attached hereto. In connection with the Ground Lease, Ground Lessor and Assignor recorded a Memorandum of Lease on January 29, 2013 as Instrument No. 20130129000038800, in the Probate Office of Shelby County, Alabama.

B. On the 17th day of January, 2013, Emerald Holdings, LLC, an Alabama limited liability company ("Grantor"), as Grantor, granted unto Lessee, as Grantee, a 40' wide access and

utility easement pursuant to that certain Access and Utility Easement Agreement ("Easement") recorded on January 29, 2013 as Instrument No. 20130129000038810, in the Probate Office of Shelby County, Alabama, for property more particularly described on Exhibit "B" ("Easement Property")

C. Pursuant to that certain Purchase and Sale Agreement dated as of the 6th day of August, 2014 ("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 and the Easement 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 and Easement 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 and Easement 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 and Easement.

3. ACCEPTANCE OF ASSIGNMENT. Assignee as of the Transfer Date, hereby accepts the foregoing assignment of the Ground Lease and Easement and assumes all of the Assignor's obligations under the Ground Lease and Easement 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 and Easement.

5. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Ground Lease and Easement Assignment occurred or shall occur in Jefferson County, Alabama. Any civil action or legal proceeding arising out of or relating to this Ground Lease and Easement 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 and Easement 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 and Easement 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 and Easement 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 and Easement 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 and Easement 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.

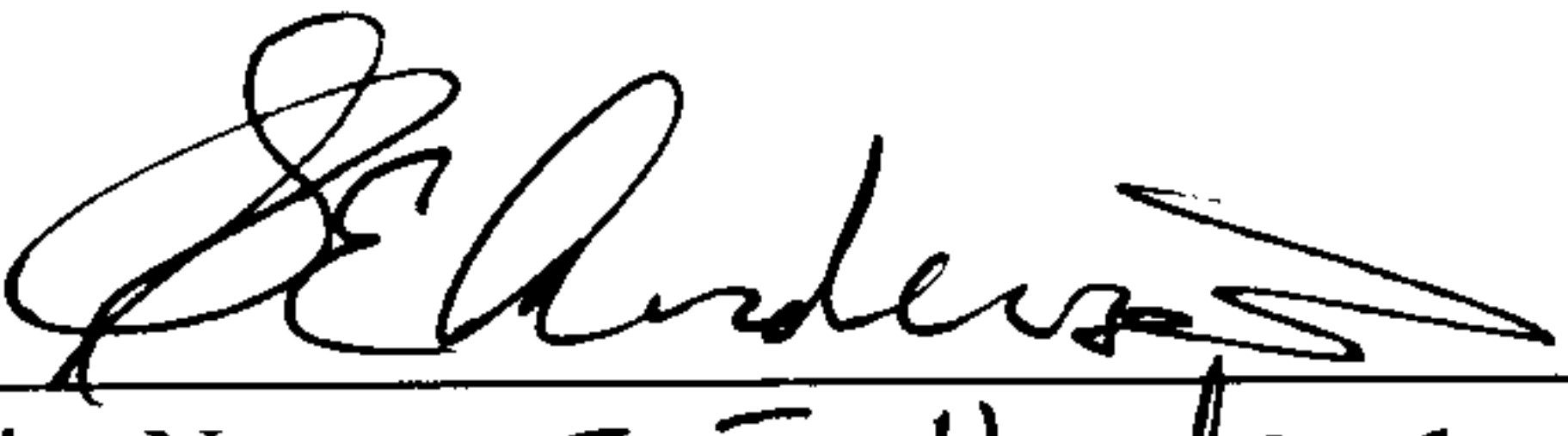
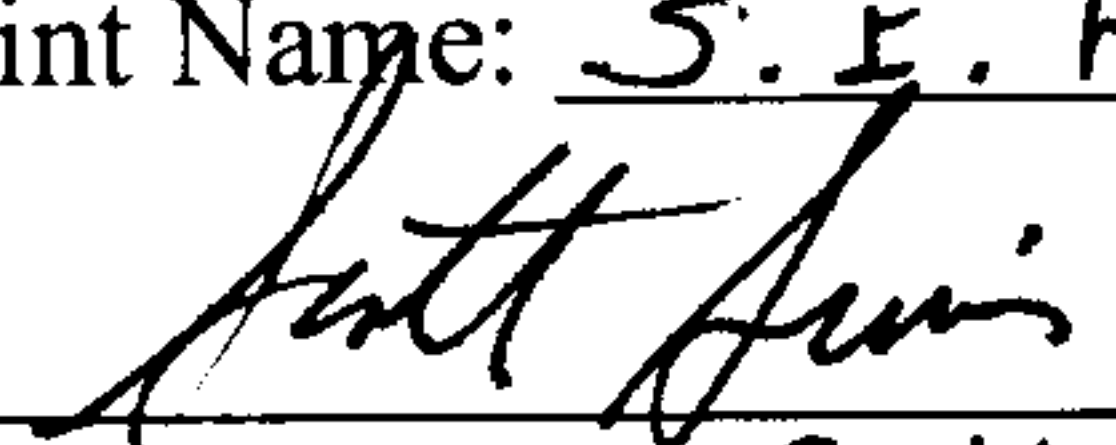
THIS GROUND LEASE AND EASEMENT ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

EXECUTION PAGES FOLLOW



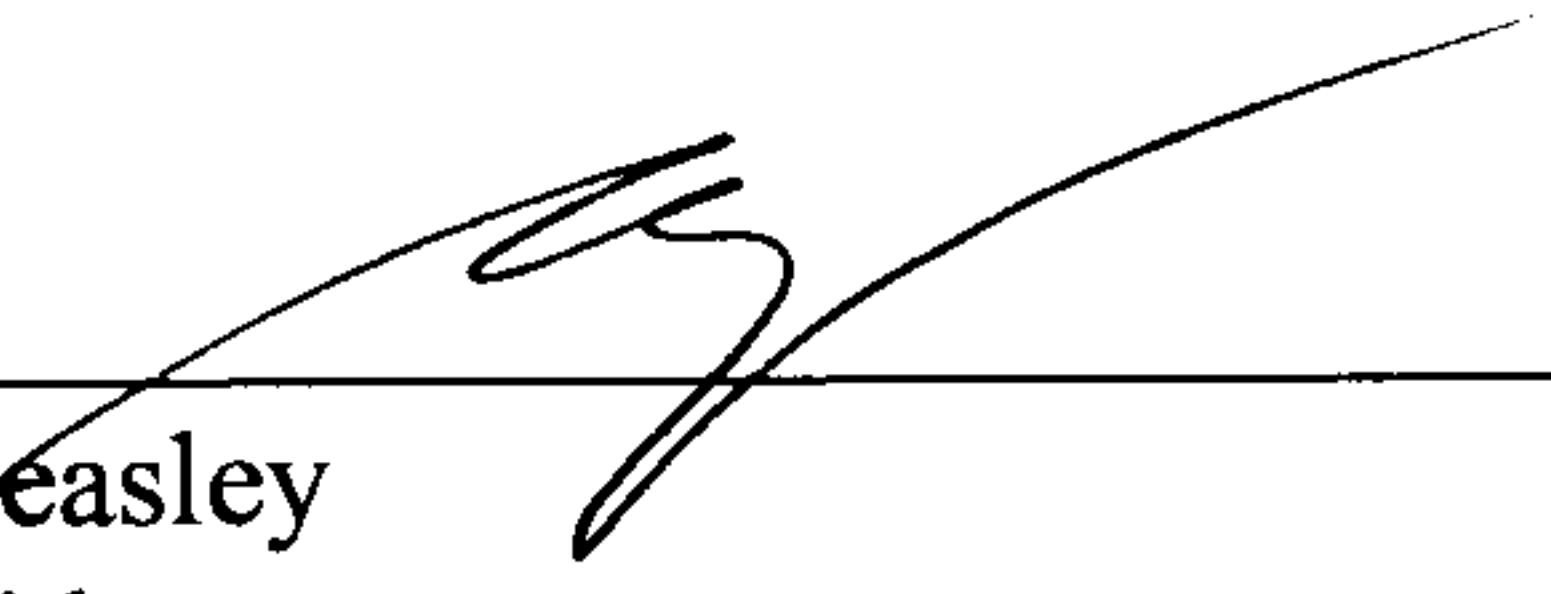
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Witnesses:


Print Name: S. E. Anderson

Print Name: Scott Sims

ASSIGNOR:

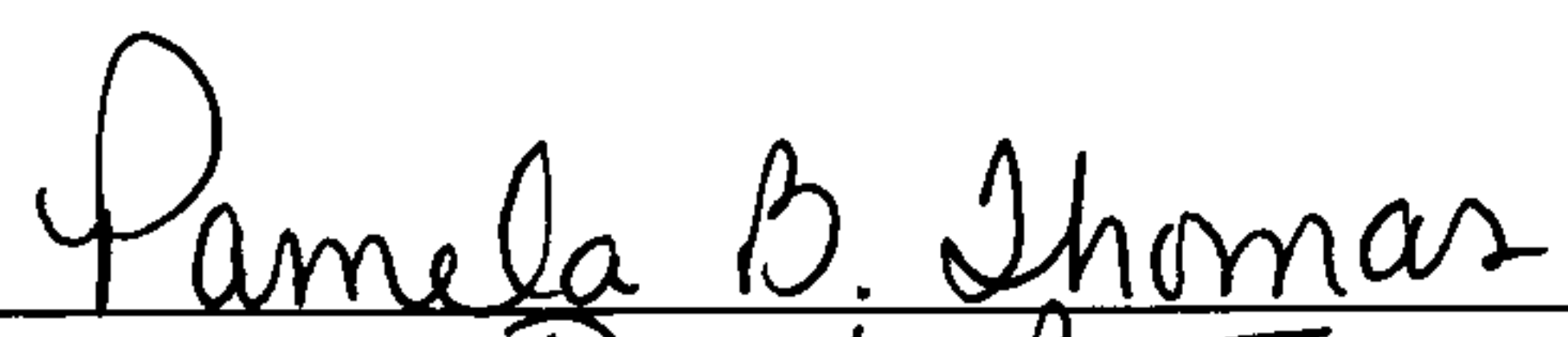
FORESITE TOWERS TWO, L.L.C,
a Nevada limited liability company

By: 
D. Paul Beasley
Vice President

STATE OF Alabama
COUNTY OF Jefferson

Personally appeared before me, the undersigned authority in and for the said County and State, on this the 25th day of September, 2014, within my jurisdiction, the within named D. Paul Beasley, who acknowledged that he is the Vice President of FORESITE TOWERS TWO, L.L.C, a Nevada limited liability company y and that for on behalf of said Limited Liability Company, and as its act and deed, he executed the above and foregoing instrument after first having been duly authorized by said Limited Liability Company so to do.

[NOTARIAL SEAL]


Print Name: Pamela B. Thomas
NOTARY PUBLIC - _____
Commission Number: _____
My Commission Expires: _____

MY COMMISSION EXPIRES 06/13/2017



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Witnesses:

Debra DeSotto
Print Name: Debra Dibetta

Nicole Pocchia
Print Name: Nicole Pocchia

ASSIGNEE:

SBA TOWERS VI, LLC,
a Delaware limited liability company

By: Neil Seidman
Senior Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

Personally appeared before me, the undersigned authority in and for the said County and State, on this the 26th day of September, 2014, within my jurisdiction, the within named Neil Seidman, who acknowledged that he is Senior Vice President of SBA TOWERS VI, LLC, a Delaware limited liability company and that for on behalf of said Limited Liability Company, and as its act and deed, he executed the above and foregoing instrument after first having been duly authorized by said limited liability company so to do.

[NOTARIAL SEAL]



Jill Kristen Pontano
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF029220
Expires 6/19/2017

Jill Kristen Pontano
Print Name: _____
NOTARY PUBLIC - _____
Commission Number: _____
My Commission Expires: _____

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EXHIBIT "A"

Real Property

COUNTY ROAD 42 SITE

60' X 60' LEASE AREA

A Lease Area being a portion of that certain tract of land as recorded in Volume 193, Page 41 in the Office of the Judge of Probate, Shelby County, lying in the Southwest 1/4, Section 13, Township 22 South, Range 1 East, said Shelby County and being more particularly described as follows:

Commencing at a 3" capped pipe found at the southeast corner of Section 14, Township 22 South, Range 1 East, said Shelby County; thence run S 88°59'31" W for a distance of 1337.57 feet to a steel beam found at the southwest corner of the Southeast 1/4 of the Southeast 1/4, Section 14, Township 22 South, Range 1 East; thence N 36°40'14" E for a distance of 2,210.99 to a 5/8" capped rebar set (19753) and the Point of Beginning; thence N 00°44'19" W for a distance of 60.00 feet to a 5/8" capped rebar set (19753); thence N 89°15'41" E for a distance of 60.00 feet to a 5/8" capped rebar set (19753); thence S 00°44'19" E for a distance of 60.00 feet to a 5/8" capped rebar set (19753); thence S 89°15'41" W for a distance of 60.00 feet to the Point of Beginning. Said above described Lease Area contains 360.0 square feet or 0.01 acres, more or less.

40' INGRESS/EGRESS & UTILITY EASEMENT "A"

An Easement being a portion of that certain tract of land as recorded in Volume 193, Page 41 in the Office of the Judge of Probate, Shelby County, lying in the Southwest 1/4, Section 13 and the Southeast 1/4, Section 14, Township 22 South, Range 1 East, said Shelby County and being more particularly described as follows:

Commencing at a 3" capped pipe found at the southeast corner of Section 14, Township 22 South, Range 1 East, said Shelby County; thence run S 88°59'31" W for a distance of 1337.57 feet to a steel beam found at the southwest corner of the Southeast 1/4 of the Southeast 1/4, Section 14, Township 22 South, Range 1 East; thence N 36°40'14" E for a distance of 2,210.99 to a 5/8" capped rebar set (19753); thence N 00°44'19" W for a distance of 60.00 feet to a 5/8" capped rebar set (19753); thence N 89°15'41" E for a distance of 60.00 feet to a 5/8" capped rebar set (19753); thence S 00°44'19" E for a distance of 30.00 feet to the Point of Beginning of an Ingress/Egress & Utility Easement being 40 feet in width and lying 20 feet each side of the following described centerline; thence S 58°22'52" E for a distance of 29.97 feet to a point; thence with a curve turning to the right, with a radius of 25.00 feet, an arc length of 48.19 feet, and having a chord bearing of S 03°09'51" E for a chord length of 41.07 feet to a point; thence S 52°03'11" W for a distance of 31.91 feet to a point; thence with a curve turning to the left, with a radius of 75.00 feet, an arc length of 57.90 feet, and having a chord bearing S 29°56'07" W for a chord length of 56.48 feet to a point; thence S 07°49'03" W for a distance of 42.87 feet to a point; thence with a curve turning to the left, with a radius of 175.00 feet, an arc length of 135.75 feet, and having a chord bearing of S 14°24'18" E for a chord length of 132.37 feet to a point; thence S 36°37'39" E for a distance of 133.09 feet to a point; thence with a curve turning to the right, with a radius of 300.00 feet, an arc length of 299.27 feet, and having a chord bearing of S 08°02'58" E for a chord length of 287.01 feet to a point; thence S 20°31'43" W for a distance of 127.55 feet to a point; thence with a curve turning to the right, with a radius of 500.00 feet, an arc length of 125.21 feet, and having a chord bearing of S 27°42'10" W for a chord length of 124.89 feet to a point; thence S 34°52'37" W for a distance of 29.05 feet to a point; thence with a curve turning to the right, with a radius of 275.00 feet, an arc length of 119.16 feet, and having a chord bearing of S 47°17'24" W for a chord length of 118.23 feet to a point; thence S 59°42'10" W for a distance of 51.57 feet to a point; thence with a curve turning to the left, with a radius of 425.00 feet, an arc length of 252.93 feet, and having a chord bearing of S 42°39'12" W for a chord length of 249.22 feet to a point; thence S 25°36'14" W for a distance of 17.82 feet to a point; thence with a curve turning to the left, with a radius of 250.00 feet, an arc length of 190.15 feet, and having a chord bearing of S 03°48'50" W for a chord length of 185.60 feet to a point; thence S 17°58'34" E for a distance of 85.91 feet to a point; thence with a curve turning to the right, with a radius of 250.00 feet, an arc length of 172.48 feet, and having a chord bearing of S 01°47'20" W for a chord length of 169.08 feet to a point; thence S 14°42'08" W for a distance of 106.81



feet to the south line of above said Section 14 and the Point of Ending. Said above described Easement contains 82,208.7 square feet or 1.89 acres, more or less.



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EXHIBIT "B"

Easement Property

INGRESS/EGRESS & UTILITY EASEMENT "B"

An Easement being a portion of that certain tract of land as recorded in Instrument No. 20070328000139070 in the Office of the Judge of Probate, Shelby County, lying in the Northeast 1/4, Section 23, Township 22 South, Range 1 East, said Shelby County and being more particularly described as follows:

Commencing at a 3" capped pipe found at the northeast corner of said Section 23; thence run S 88°59'31" W along the north line of said Section 23 for a distance of 260.07 feet to the Point of Beginning; thence leaving said north line along a curve turning to the right, with a radius of 465.00 feet, an arc length of 187.84 feet, and having a chord bearing of S 32°27'29" W for a chord length of 186.57 feet to a point; thence S 44°01'50" W for a distance of 111.11 feet to a point; thence with a curve turning to the left, with a radius of 385.00 feet, an arc length of 82.89 feet, more or less, and having a chord bearing of S 37°51'46" W for a chord length of 82.73 feet, more or less, to a point on the north right-of-way line of County Highway 42; thence along said north right-of-way line along a curve turning to the left, with a radius of 523.55 feet, an arc length of 43.37 feet, and having a chord bearing of N 82°11'56" W for a chord length of 43.35 feet to a point; thence leaving said north right-of-way line along the west property line of above said certain tract of land and the west line of an existing gravel/dirt drive along for the following three (3) calls and distances; thence with a curve turning to the right, with a radius of 425.00 feet, an arc length of 109.06 feet, and having a chord bearing of N 36°40'45" E for a chord length of 108.76 feet to a point; thence N 44°01'50" E for a distance of 111.11 feet to a point; thence with a curve turning to the left, with a radius of 425.00 feet, an arc length of 155.48 feet, and having a chord bearing of N 33°33'01" E for a chord length of 154.61 feet to a point on the above said north line of Section 23; thence N 88°59'31" E along said north line for a distance of 43.44 feet to the Point of Beginning. Said above described Easement contains 15,138.7 square feet or 0.35 acres, more or less.


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