


Nova Site AL-513
AT&T Site Name: Alabaster South
FA10549248


20141204000381050 1/7 \$32.00
Shelby Cnty Judge of Probate, AL
12/04/2014 10:48:25 AM FILED/CERT

Prepared by and
UPON RECORDING RETURN TO:

Maria E. Mucha
Nova Towers LLC
1720 Peachtree Street
Suite 629
Atlanta, GA 30309
tb@novatowers.com
678-261-8738

*Source of Title: Memorandum of Lease recorded
on 12/4/13 as Document 20131202000465650 in
Shelby County Probate Court Office, AL.*

ASSIGNMENT AND ASSUMPTION OF OPTION AND LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF OPTION AND LEASE AGREEMENT ("Lease Assignment") is made and entered into as of this 25 day of Apr, 2014 ("Transfer Date"), by New Cingular Wireless PCS, LLC, a Delaware limited liability company with an address 575 Morosgo Drive NE, Suite 13-F West Tower, Atlanta, Georgia 30324 ("Assignor"), to Nova Towers, LLC, a Delaware limited liability company, having an address at 1720 Peachtree Street, Suite 629, Atlanta, GA 30309 ("Assignee").

RECITAL

On the 7th day of November 2013, The Cornerstone Church, a non-profit entity ("Ground Lessor"), as Landlord, and Assignor, as Tenant, entered into that certain Option and Lease Agreement (collectively with all amendments, modifications, renewals, substitutions, extensions, and replacements thereto and thereof, as applicable, the "Lease") for that certain parcel of real property ("Real Property") located at 2694 Hwy 58, Helena in the County of Shelby, State of Alabama which Real Property is more particularly described on Exhibit "A" attached hereto.

NOW THEREFORE, in consideration of the mutual covenants contained in this 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, 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 Lease. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents,



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representatives, parents, subsidiaries, employees, attorneys, shareholders, and past, present and future directors and officers, from and against, and upon demand, reimburse Assignee for any claim, damage, loss, liability, obligation, demand, defense, judgment, penalty, suit, proceeding, disbursement, cost and expense, including, without limitation, reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), which may be imposed upon, asserted against or incurred or paid by Assignee by reason of, arising out of or in any way related to the Lease prior to the Transfer Date or which arise out of or are in any way related to the Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

3. ACCEPTANCE OF ASSIGNMENT. Assignee as of the Transfer Date, hereby accepts the foregoing assignment of the Lease and assumes all of the Assignor's obligations under the Lease which arise or relate to the period after the Transfer Date. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Lease on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to 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 Lease.

5. REPRESENTATIONS AND WARRANTIES BY ASSIGNOR. Assignor hereby represents and warrants to Assignee that Assignor is the sole owner of the entire leasehold interest in the Real Property. Neither the Lease nor any interest therein has been assigned to any individual or entity (other than Assignee). No other ground lease or option or commitment to lease affecting the Real Property presently exists.

6. ATTORNEYS FEES AND COSTS. In the event of any litigation or arbitration between Assignor and Assignee arising out of this 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 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 Lease Assignment shall be interpreted in accordance with the internal laws of the State where the property covered by the Land Lease is located.





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9. COUNTERPARTS. This 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.

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

EXECUTION PAGE FOLLOWS


Witnesses:


Print Name: Allison Hays

Print Name: Austin Lettow

ASSIGNOR:

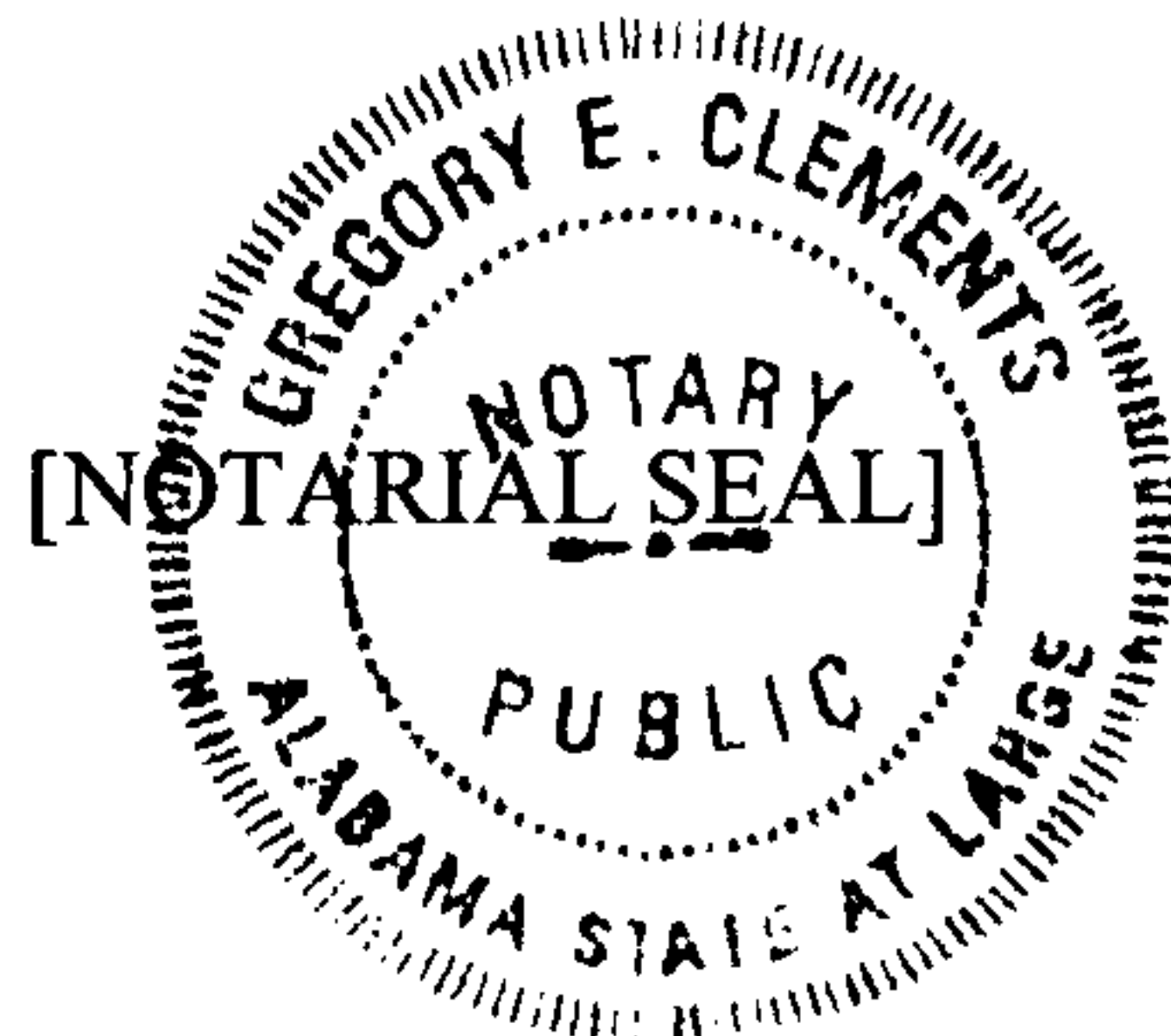
**New Cingular Wireless PCS, LLC, a Delaware
limited liability company**

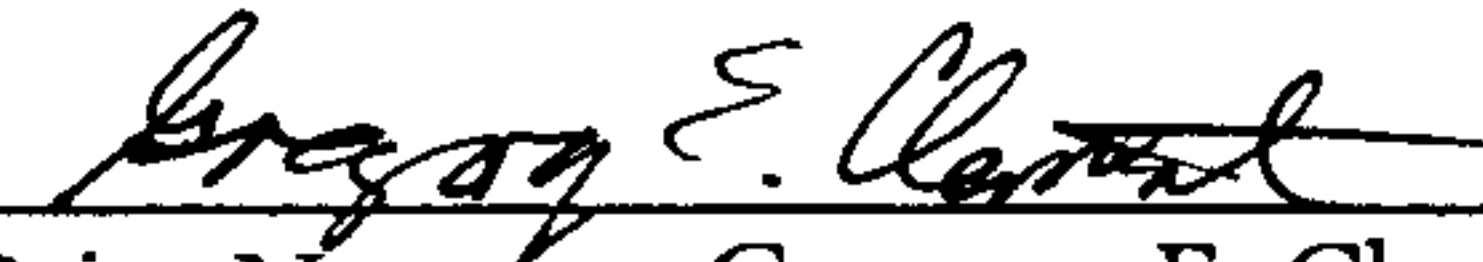
By: AT&T Mobility Corporation, its Manager

By: 
Print Name: Alina Dumitrescu
Title: Area Manager of C & E

STATE OF ALABAMA
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 21 day of MARCH, 2014, by
Alina Dumitrescu, Area Manager, Construction & Engrg. of AT&T
Mobility Corporation, manager of New Cingular Wireless PCS, LLC, a Delaware limited
liability company. The above-named individual is personally known to me or has produced
_____ as identification.




Print Name: Gregory E. Clements
NOTARY PUBLIC - _____
Commission Number: _____
My Commission Expires: 10/21/2016



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ASSIGNEE:

Nova Towers, LLC, a Delaware limited liability company

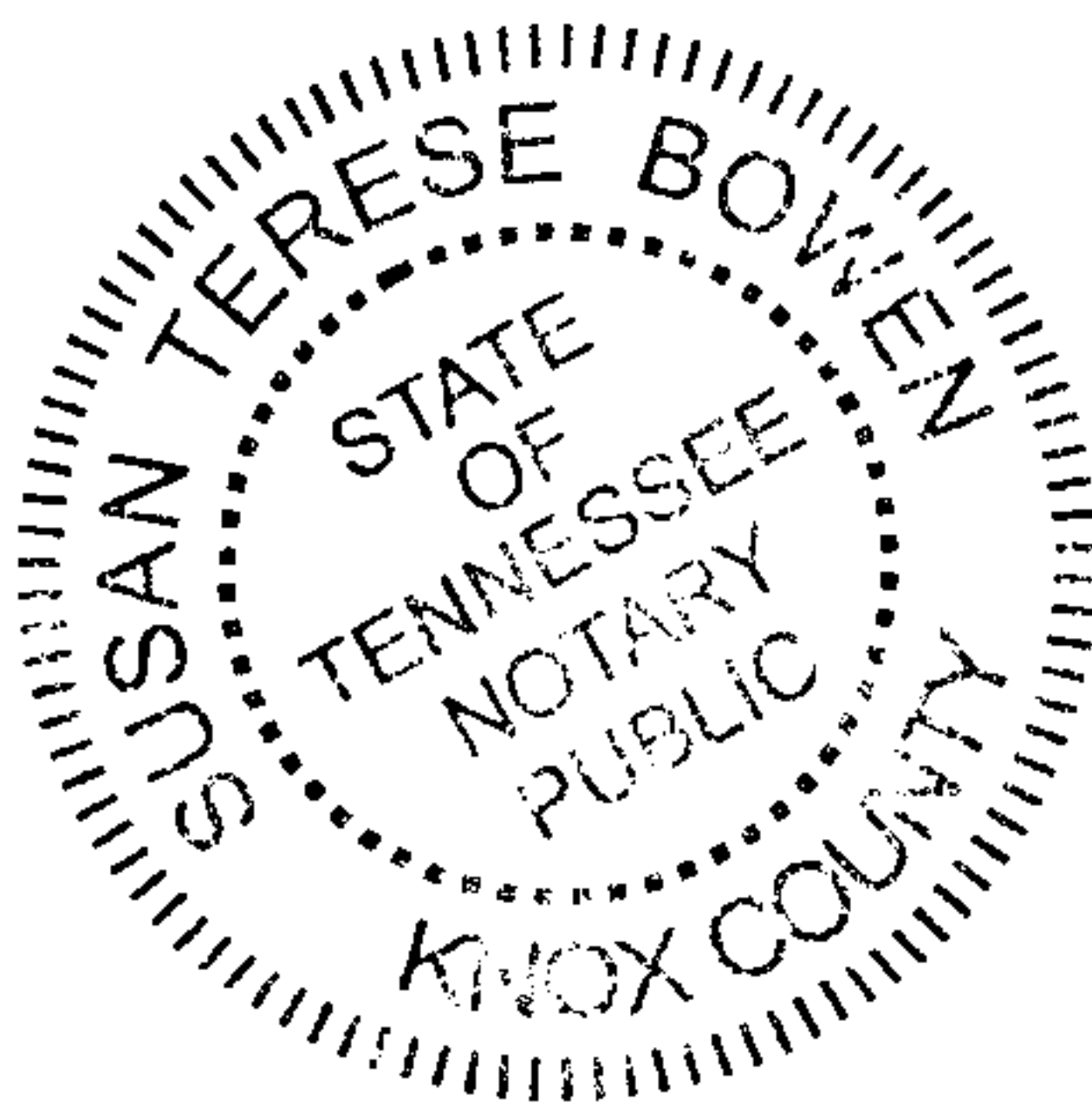
David Nelson
Print Name: David Nelson

By: [Signature]
Print Name: Tim Burnette
Title: President

Print Name: _____

State of TN
County of Madison

The foregoing instrument was acknowledged before me this 25 day of April, 2014, by Tim Burnette, President of Nova Towers, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.



Susan Bowen
Notary Public
Print Name: Susan Bowen
My Commission Expires: Feb 26, 2016

EXHIBIT "A"

Legal Description

PARENT TRACT (BOOK 309 PAGE 267)

Commence at the Southwest corner of the NE 1/4 of the SE 1/4 of Section 27, Township 20 South, Range 3 West, run thence in a northerly direction along the west line of said 1/4-1/4 for a distance of 1,225.66 feet; thence turn an angle to the right of 90 deg. and run in an Easterly direction for a distance of 150 feet; thence turn an angle to the right of 52 deg. 25 min. 53 sec. and run in a southeasterly direction for a distance of 82.01 feet; thence turn an angle to the left of 52 deg. 25 min. 53 sec. and run in an Easterly direction for a distance of 323.80 feet; thence turn an angle to the left of 38 deg. 42 min. 36 sec. and run in a Northeasterly direction for a distance of 74.26 feet; thence turn an angle to the right of 11 deg. 44 min. 27 sec. and run in a Northeasterly direction for a distance of 131.01 feet to the point of beginning; from the point of beginning thus obtained, thence continue along last described course for a distance of 78.99 feet; thence turn an angle to the right of 20 deg. 34 min. 11 sec. and run in a Northeasterly direction for a distance of 178.20 feet to a point on the westerly right-of-way line of County Road No. 95; thence turn an angle to the left of 115 deg. 44 min. 02 sec. and run in a Northwesterly direction along the Southwesterly right-of-way line of County Road No. 95 for a distance of 59.96 feet; thence turn an angle to the right of 31 deg. 08 min. 09 sec. to the tangent of the following described course, said course being situated on a curve to the right having a central angle of 9 deg. 52 min. 41 sec. and a radius of 1,502.69 feet; thence run along the arc of said curve to the right in a Northerly direction along the Westerly right-of-way line of County Road No. 95 for a distance of 259.07 feet; thence turn an angle to the right of 34 deg. 54 min. 09 sec. from the tangent of last described course and run in a Northeasterly direction for a distance of 52.43 feet along the Northwesterly right-of-way line of County Road No. 95; thence turn an angle to the left of 80 deg. 09 min. 53 sec. and run in a Northwesterly direction along the Southwesterly right-of-way line of County Road No. 95 for a distance of 99.54 feet to a point of the south line of Shelby County Road No. 58; thence turn an angle to the left of 45 deg. 47 min. 16 sec. and run in a Westerly direction along the South line of said County Road 58 for a distance of 142.90 feet; thence turn an angle to the left of 90 deg. and run in a Southerly direction for a distance of 506.78 feet to the point of beginning. Subject to easements and sanitary sewer pumping station being conveyed to the City of Alabaster.

Commence at the Southwest corner of the Northeast Quarter to the Southeast Quarter of Section 27, Township 20 South, Range 3 West, run thence in a Northerly direction along the west line of said Quarter-quarter Section for a distance of 1,225.66 feet; thence turn an angle to the right of 90 deg. and run in an Easterly direction for a distance of 150 feet; thence turn an angle to the right of 52 deg. 25 min. 53 sec. and run in a Southeasterly direction for a distance of 82.01 feet; thence turn an angle to the left of 52 deg. 25 min. 53 sec. and run in an Easterly direction for a distance of 323.80 feet to the point of beginning; from the point of beginning thus obtained, thence turn an angle to the left of 38 deg. 42 min. 36 sec. and run in a Northeasterly direction for a distance of 74.26 feet; thence turn an angle to the right of 11 deg. 44 min. 27 sec. and run in a Northeasterly direction for a distance of 131.01 feet; thence turn an angle to the left of 55 deg. 12 min. 01 sec. and run in a Northerly direction

for a distance of 506.78 feet to a point on the South right-of-way line of Shelby County road No. 58; thence turn an angle to the left of 90 deg. and run in a Westerly direction along the South right-of-way line of said County Road 58 for a distance of 55 feet; thence turn an angle to the left of 30 deg. 57 min. 50 sec. and run in a Southwesterly direction along the Southeasterly right-of-way line of Shelby County Road 58 for a distance of 58.31 feet; thence turn an angle to the right of 30 deg. 57 min. 50 sec. and run in a Westerly direction along the South line of Shelby County road No. 58 for a distance of 53.66 feet; thence turn an angle to the left of 90 deg. and run in a Southerly direction for a distance of 605.45 feet to the point of beginning.

LEASE AREA (AS SURVEYED)

A lease area being a portion of that certain tract of land as described in Book 309, Page 267 as recorded in the Office of the Judge of Probate for Shelby county, Alabama, lying in the East half of Section 27, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" crimp found in place at the Northeast corner of Lot 12 Cherokee Crest as described in Map Book 9, Page 152 as recorded in the Office of the Judge of Probate for Shelby county, Alabama; thence S 07°53'27" W along the easterly line of said Lot 12 a distance of 67.11 feet to a 1" crimp found at the Southeast corner of said Lot 12, said crimp also being the Southwest corner of said certain tract of land as described in Book 309, Page 267; thence N 51°22'37" E along the southerly line of said certain tract a distance of 58.34 feet to a 5/8" capped rebar (SMW 19753) set at the Point of Beginning; thence N 07°56'37" E leaving said southerly line a distance of 120.15 feet to a 5/8" capped rebar (SMW 19753) set; thence S 88°31'56" E a distance of 99.69 feet to a 5/8" capped rebar (SMW 19753) set; thence S 07°56'37" W a distance of 58.55 feet to a 5/8" capped rebar (SMW 19753) set on the southerly line of said certain tract; thence S 63°07'54" W along the southerly line of said certain tract a distance of 107.27 feet to a 1" crimp found; thence S 51°22'37" W continuing along the southerly line of said certain tract a distance of 15.97 feet to the Point of Beginning.

Above described lease area contains 0.20 acres, more or less.

30' INGRESS/EGRESS & UTILITY EASEMENT (AS SURVEYED)

An Easement being a portion of that certain tract of land as described in Book 309, Page 267 as recorded in the Office of the Judge of Probate for Shelby county, Alabama, lying in the East half of Section 27, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" crimp found in place at the Northeast corner of Lot 12 Cherokee Crest as described in Map Book 9, Page 152 as recorded in the Office of the Judge of Probate for Shelby county, Alabama; thence S 07°53'27" W along the easterly line of said Lot 12 a distance of 67.11 feet to a 1" crimp found at the Southeast corner of said Lot 12, said crimp also being the Southwest corner of said certain tract of land as described in Book 309, Page 267; thence N 51°22'37" E along the southerly line of said certain tract a distance of 58.34 feet to a 5/8" capped rebar (SMW 19753) set; thence N 07°56'37" E leaving said southerly line of said certain tract a distance of 120.15 feet to a 5/8" capped rebar (SMW 19753) set; thence N 01°28'04" E a distance of 15.00 at the Point of Beginning of an Ingress/Egress & Utility Easement being 30 feet wide and lying 15 feet each side of and parallel to the following described centerline; thence S 88°31'56" E a distance of 92.32 feet to a point; thence N 39°08'41" E a distance of 23.19 feet to a point; thence N 89°40'29" E a distance of 53.70 feet to a point; thence N 74°00'04" E a distance of 47.04 feet to a point; thence N 55°09'07" E a distance of

95.34 feet to a point; thence N 35°23'47" E a distance of 52.36 feet to a curve to the right having an arc length of 201.72 feet, a radius of 1585.25 feet, a chord bearing and distance of N 06°01'55" E, 201.58 feet to a point; thence N 90°00'00" E a distance of 37.08 feet more or less to the westerly right-of-way line of Shelby County Highway No. 95 and the Point of Ending.

Said above described easement to adjoin said described Lease Area and said right-of-way contiguously and contain 0.41 acres, more or less