

Nova Site AL-514

AT&T Site Name: Columbiana ReLo

FA12559947

*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



20141204000381080 1/8 \$35.00  
Shelby Cnty Judge of Probate, AL  
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*Source of title: Memorandum of Lease  
Recorded 12/21/13 as No. 201312000465660  
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 1st day of November 2013, Columbiana Properties LTD ("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 223 W. College Street 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, 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.

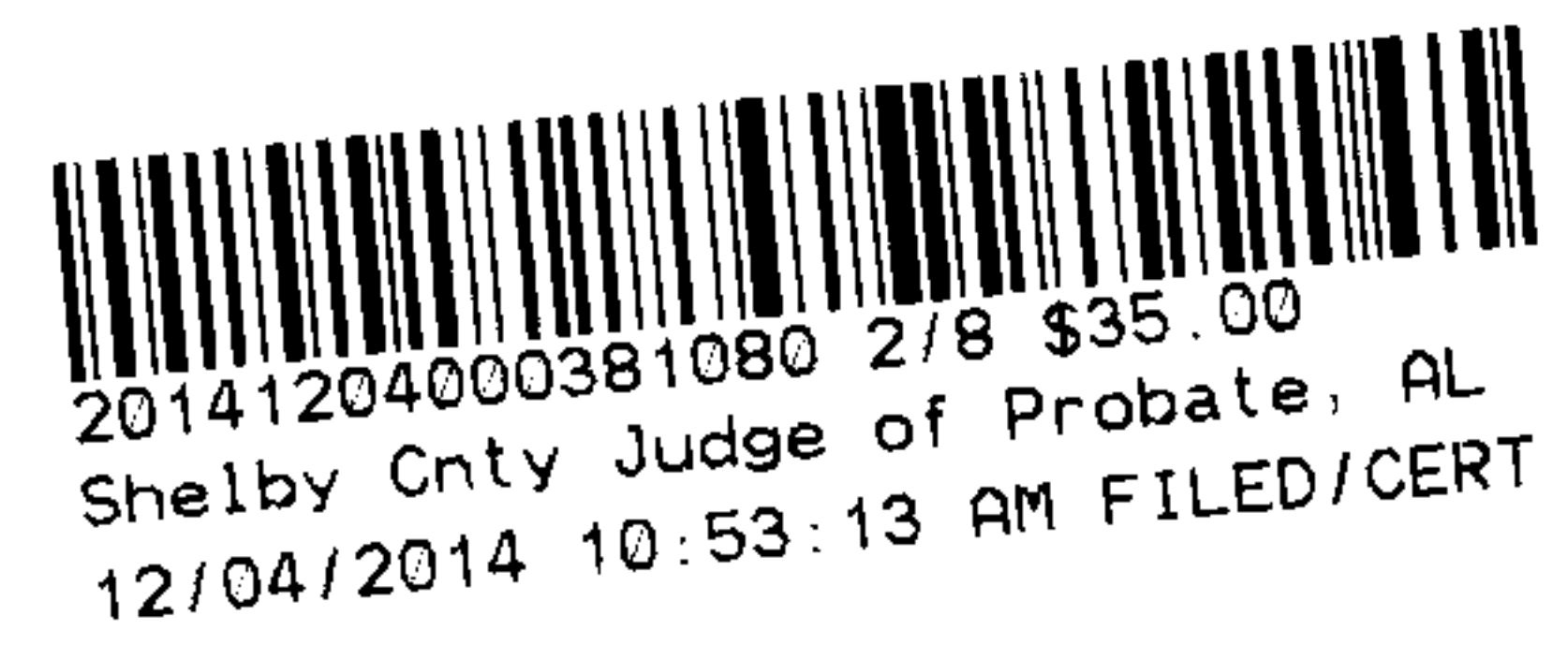
4. APPURTENANCES, EASEMENTS, AND IMPROVEMENTS. Assignor hereby grants, bargains, assigns and sells to Assignee, its successors and assigns forever, all of Assignor's right, title, claim and interest in and to (i) all Appurtenant Property relating to the Real Property, (ii) all Easements benefiting the 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.




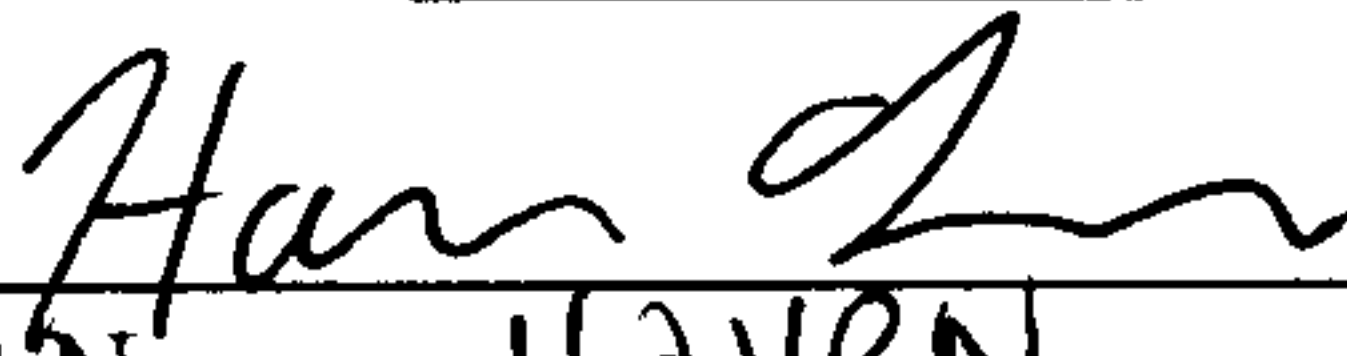
9. COUNTERPARTS. This Lease Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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

**EXECUTION PAGE FOLLOWS**

  
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Witnesses:

  
Print Name: Allison Harbin  
  
Print Name: Haven

ASSIGNOR:

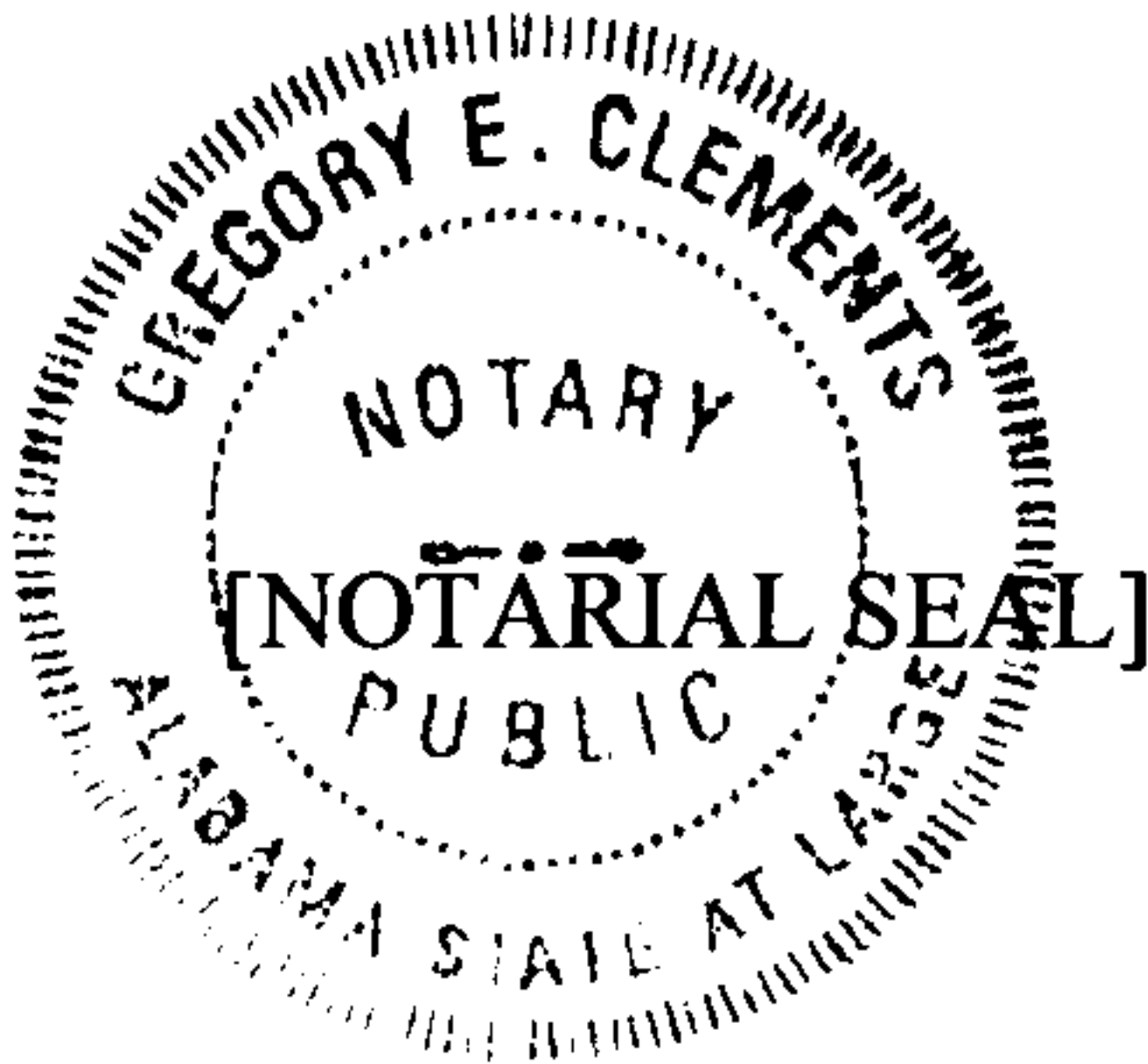
**New Cingular Wireless PCS, LLC, a Delaware limited liability company**


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 27<sup>th</sup> 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

[Signature]  
Print Name: Dan Giddens

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

[Signature]  
Print Name: Drew Schulz

State of TN  
County of WNOX

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.

[Signature]  
Notary Public  
Print Name: Susan Bower  
My Commission Expires: Jan 26, 2016



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**EXHIBIT "A"**

**Page 1 of 3**

**PARENT TRACT (INSTRUMENT NO: 2000-23957)**

Lot 2 and 3, According to the survey of Lots 2 and 3, Davis Plaza Shopping Center, as recorded in Map Book 16, Page 91 in the Probate Office of Shelby County, Alabama.

Subject to:

Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 80, Page 221

Easement to South Central Bell as shown by instrument recorded in Deed Book 320, Page 960 Right of way to State of Alabama as set out in Deed Book 242, Page 271

Right of others to use of a 30 foot easement for ingress and egress as shown by Map Book 16, Page 91

**70'X90' LEASE AREA (AS SURVEYED)**

A lease area being a portion of Lot 3 of a plat of "Davis Plaza Shopping Center" as recorded in Map Book 16, Page 91 of the Office of the Judge of Probate for Shelby County Alabama, lying in the NE1/4 and NW1/4 of Section 26, Township 21 South, Range 1 West, and being more particularly described as follows:

COMMENCE at a 5/8" capped rebar (Coleman LS 28852) found marking the SW interior corner of the "CVS TRACT" as shown on a plat of "Consolidation Plat for Strickland Subdivision & Strickland Re-Subdivision" as recorded in Map Book 41, Page 128 of said Office of the Judge of Probate, said Coleman rebar also marking the NE corner of the First United Security Bank parcel; thence run S 43°23'46" E for a distance of 210.86 feet to a 5/8" capped rebar (illegible cap) found along the East line of said "CVS TRACT"; thence run N 06°20'11" E for a distance of 62.71 feet to a 5/8" capped rebar set (#19753) and the POINT OF BEGINNING; thence run N 08°58'00" E for a distance of 90.00 feet to a 5/8" capped rebar set (#19753); thence run S 81°02'00" E for a distance of 70.00 feet to a 5/8" capped rebar set (#19753); thence run S 08°58'00" W for a distance of 90.00 feet to a 5/8" capped rebar set (#19753); thence run N 81°02'00" W for a distance of 70.00 feet to the POINT OF BEGINNING. The above described lease area to contain 0.14 acres, more or less.



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


An easement being a portion of Lot 3 of a plat of "Davis Plaza Shopping Center" as recorded in Map Book 16, Page 91 of the Office of the Judge of Probate for Shelby County Alabama, lying in the NE1/4 and NW1/4 of Section 26, Township 21 South, Range 1 West, and being more particularly described as follows:

COMMENCE at a 5/8" capped rebar (Coleman LS 28852) found marking an interior corner of the "CVS TRACT" as shown on a plat of "Consolidation Plat for Strickland Subdivision & Strickland Re-Subdivision" as recorded in Map Book 41, Page 128 of said Office of the Judge of Probate, said Coleman rebar also marking the NE corner of the First United Security Bank parcel; thence run S 43°23'46" E for a distance of 210.86 feet to a 5/8" capped rebar (illegible cap) found along the East line of said "CVS TRACT"; thence run N 06°20'11" E for a distance of 62.71 feet to a 5/8" capped rebar set (#19753); thence run N 08°58'00" E for a distance of 90.00 feet to a 5/8" capped rebar set (#19753); thence continue N 08°58'00" E for a distance of 10.00 feet to the POINT OF BEGINNING of an Ingress/Egress and Utility Easement being 20 feet in width and lying 10 feet on each side of the following described centerline; thence run S 81°02'00" E for a distance of 79.08 to the East line of said Lot 3 and the POINT OF ENDING. The above described easement to adjoin lease area and a 30' Ingress/Egress & Utility Easement 'B' contiguously and contains 0.04 acres, more or less.

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

An easement being a portion of that certain tract of land as described in Book 312, Page 654 as recorded in the Office of the Judge of Probate for Shelby County Alabama, lying in the NE1/4 of Section 26, Township 21 South, Range 1 West, and being more particularly described as follows:

COMMENCE at a 5/8" capped rebar (Coleman LS 28852) found marking the SW interior corner of the "CVS TRACT" as shown on a plat of "Consolidation Plat for Strickland Subdivision & Strickland Re-Subdivision" as recorded in Map Book 41, Page 128 of said Office of the Judge of Probate, said Coleman rebar also marking the NE corner of the First United Security Bank parcel; thence run S 43°23'46" E for a distance of 210.86 feet to a 5/8" capped rebar (illegible cap) found along the East line of said "CVS TRACT"; thence run N 06°20'11" E for a distance of 62.71 feet to a 5/8" capped rebar set (#19753); thence run N 08°58'00" E for a distance of 90.00 feet to a 5/8" capped rebar set (#19753); thence continue N 08°58'00" E for a distance of 10.00 feet to a point; thence run S 81°02'00" E for a distance of 79.08 to the East line of Lot 3 of a plat of "Davis Plaza Shopping Center" as recorded in Map Book 16, Page 91 of said Office of the Judge of Probate and the POINT OF BEGINNING of an Ingress/Egress and Utility Easement being 20 feet in width and lying 10 feet on each side of the following described centerline; thence run N 88°40'11" E for a distance of 104.49 feet to a point; thence run S 75°44'41" E for a distance of 147.25 feet to a point; thence run N 84°09'18" E for a distance of 77.01 feet to a point; thence run N 75°48'07" E for a distance of 103.43 feet to a point on the West line of Lot 3 of a plat of "Columbiana Baptist Medical Square" as recorded in Map Book 25, Page 29 of said Office of the Judge of Probate and the POINT OF ENDING. The above described easement to adjoin a 30' Ingress/Egress & Utility Easement 'A' and a 30' Ingress/Egress & Utility Easement 'C' contiguously and contains 0.20 acres, more or less.

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

An easement being a portion of Lot 3 of a plat of "Columbiana Baptist Medical Square" as recorded in Map Book 25, Page 29 of the Office of the Judge of Probate for Shelby County Alabama, lying in the NE1/4 of Section 26, Township 21 South, Range 1 West, and being more particularly described as follows:

COMMENCE at a 5/8" capped rebar (Coleman LS 28852) found marking the SW interior corner of the "CVS TRACT" as shown on a plat of "Consolidation Plat for Strickland Subdivision & Strickland Re-Subdivision" as recorded in Map Book 41, Page 128 of said Office of the Judge of Probate, said Coleman rebar also marking the NE corner of the First United Security Bank parcel; thence run S 43°23'46" E for a distance of 210.86 feet to a 5/8" capped rebar (illegible cap) found along the East line of said "CVS TRACT"; thence run N 06°20'11" E for a distance of 62.71 feet to a 5/8" capped rebar set (#19753); thence run N 08°58'00" E for a distance of 90.00 feet to a 5/8" capped rebar set (#19753); thence continue N 08°58'00" E for a distance of 10.00 feet to a point; thence run S 81°02'00" E for a distance of 79.08 feet; thence run N 88°40'11" E for a distance of 104.49 feet to a point; thence run S 75°44'41" E for a distance of 147.25 feet to a point; thence run N 84°09'18" E for a distance of 77.01 feet to a point; thence run N 75°48'07" E for a distance of 103.43 feet to a point on the West line of said Lot 3 and the POINT OF BEGINNING of an Ingress/Egress and Utility Easement being 20 feet in width and lying 10 feet on each side of the following described centerline; thence run N 75°48'07" E for a distance of 523.70 feet to a point; thence run N 62°26'30" E for a distance of 61.44 feet to a point on Southeasterly right-of-way line of Alabama Highway 70 (80' public right-of-way) and the POINT OF ENDING. The above described easement to adjoin a 30' Ingress/Egress & Utility Easement 'B' and the right-of-way of Alabama Highway 70 contiguously and contains 0.27 acres, more or less.

LESS AND EXCEPT any and all of above described easement over and across that certain parcel of land as described in Book 343, Page 220 of said Office of the Judge of Probate.

