

20160627000222540  
06/27/2016 12:43:53 PM  
ASSIGN 1/6

**When Recorded Return to:**

Old Republic Title  
530 South Main Street  
Suite 1031  
Akron, OH 44398

**Prepared by:**

Vertical Bridge Holdco, LLC  
750 Park of Commerce Drive, Suite 200  
Boca Raton, Florida 33487  
Attn: Daniel Marinberg, Esq.

110030602

Site ID: US-AL-5027

(Above Space For Recorder's Use Only)

Site Name: HWY 47

Commitment #: 01-15045716-01T

**NOTE TO RECORDER: THIS INSTRUMENT TRANSFERS AN EASEMENT ESTATE TO A BUSINESS ENTITY THAT IS WHOLLY OWNED BY THE SAME PARENT ENTITY AS THE GRANTOR, NOT IN EXCHANGE FOR ANY OWNERSHIP INTERESTS IN SUCH BUSINESS ENTITY NOR FOR ANY MONETARY CONSIDERATION.**

**ASSIGNMENT AND ASSUMPTION OF EASEMENT**

**THIS ASSIGNMENT AND ASSUMPTION OF EASEMENT** (this "**Assignment**") is entered into as of this 7 day of JUNE, 2016 (the "**Transfer Date**"), by and between **VERTICAL BRIDGE HOLDCO, LLC** a Delaware limited liability company, having an address at 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Assignor**"), and **VB-S1 ASSETS, LLC**, a Delaware limited liability company, having an address at 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Assignee**").

**W I T N E S S E T H**

**WHEREAS**, Assignor's predecessor in interest, CIG COMP TOWER, LLC, a Delaware limited liability company ("**CIG COMP TOWER**"), and Assignee are wholly owned subsidiaries of Assignor;

**WHEREAS**, as part of a corporate restructuring, CIG COMP TOWER assigned and distributed the easement agreement described on **Exhibit A** attached hereto and incorporated herein to its direct parent company, CIG WIRELESS CORP., a Nevada corporation, which then assigned and distributed the Lease to its direct parent company, VERTICAL BRIDGE ACQUISITIONS, LLC, a Delaware limited liability company, which then assigned and distributed the Lease to its direct parent company, Assignor;

**WHEREAS**, to complete such corporate restructuring, Assignor shall assign, transfer, and contribute the Easement to its direct subsidiary, Assignee, pursuant to this Assignment.



**NOW, THEREFORE**, in consideration of the mutual agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment of Easement. Assignor does hereby assign, transfer and contribute unto Assignee, its successors and assigns, all of the right, title and interest of Assignor as grantee in, to and under the Easement, effective as of the Transfer Date, TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, for and during all the rest, residue and remainder of the term of the Easement and any extensions or renewals thereof, all as set forth in the Easement, the provisions of which are by this reference thereto incorporated herein.

2. Acceptance and Assumption of Easement. Assignee hereby accepts the transfer, assignment, and contribution of the Easement and expressly assumes and covenants in favor of Assignor to pay, discharge and perform, as and when due, all obligations of Assignor under the Easement accruing, arising out of, or relating to events or occurrences on and after the Transfer Date.

3. Severability. If any provision of this Assignment shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby and shall continue in full force and effect.

4. Counterparts. 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.

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.

*[Remainder of page intentionally left blank; signature pages immediately following]*



*[Assignor Signature page to Assignment and Assumption of Ground Easement]*

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

**Assignor:**

Witness:

Annette Sweet  
**Annette Sweet**

Witness:

Jordan Spitzberg  
**Jordan Spitzberg**

VERTICAL BRIDGE HOLDCO, LLC  
a Delaware limited liability company

By:

Daniel Marinberg  
Name: Daniel Marinberg  
Title: Vice President

STATE OF: FLORIDA

COUNTY OF: PALM BEACH

The foregoing instrument was acknowledged before me this 7 day of June 2016 by Daniel Marinberg, the Vice President of VERTICAL BRIDGE HOLDCO, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

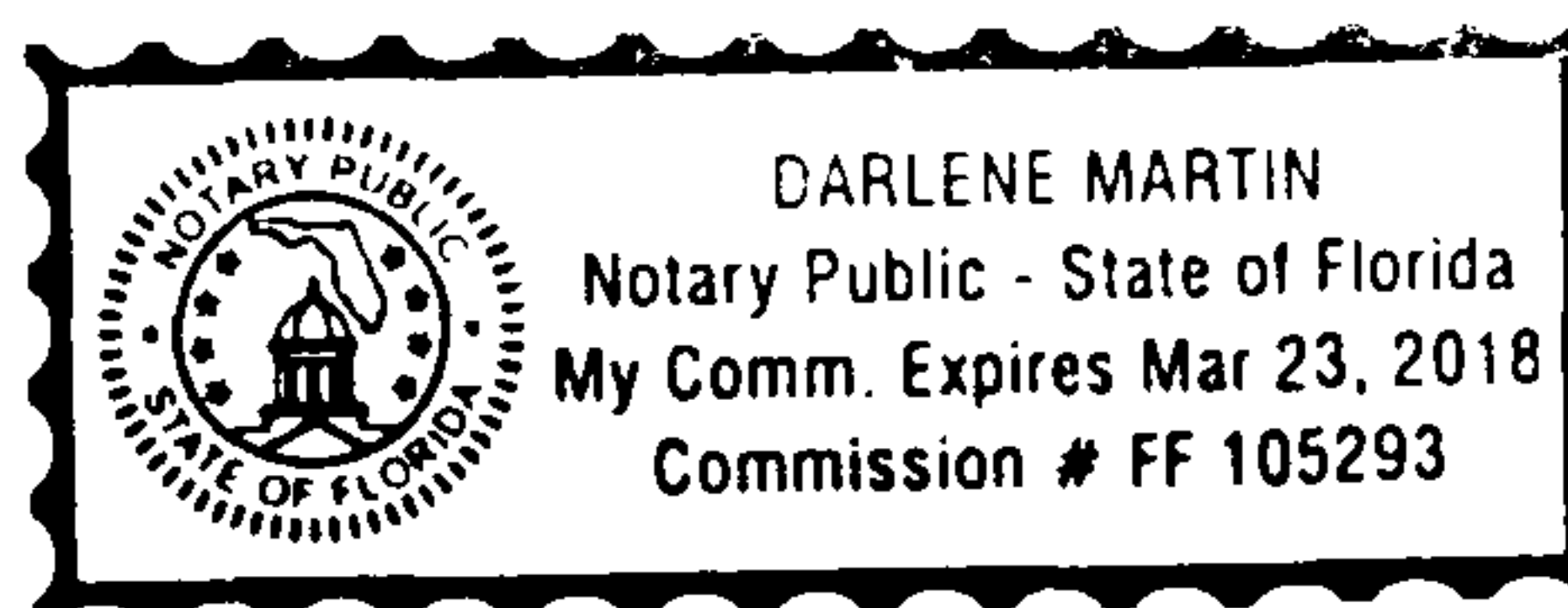
Darlene Martin

Notary Public

Print Name: \_\_\_\_\_

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

[NOTARY SEAL]





*[Assignee Signature page to Assignment and Assumption of Ground Easement]*

**Assignee:**

VB-S1 ASSETS, LLC  
a Delaware limited liability company

Witness:

Annette Sweet

**Annette Sweet**

Witness:

Jordan Spitzberg

**Jordan Spitzberg**

By:

Name: Daniel Marinberg  
Title: Vice President

STATE OF: FLORIDA

COUNTY OF: PALM BEACH

The foregoing instrument was acknowledged before me this 7 day of June, 2016 by Daniel Marinberg, the Vice President of VB-S1 ASSETS, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

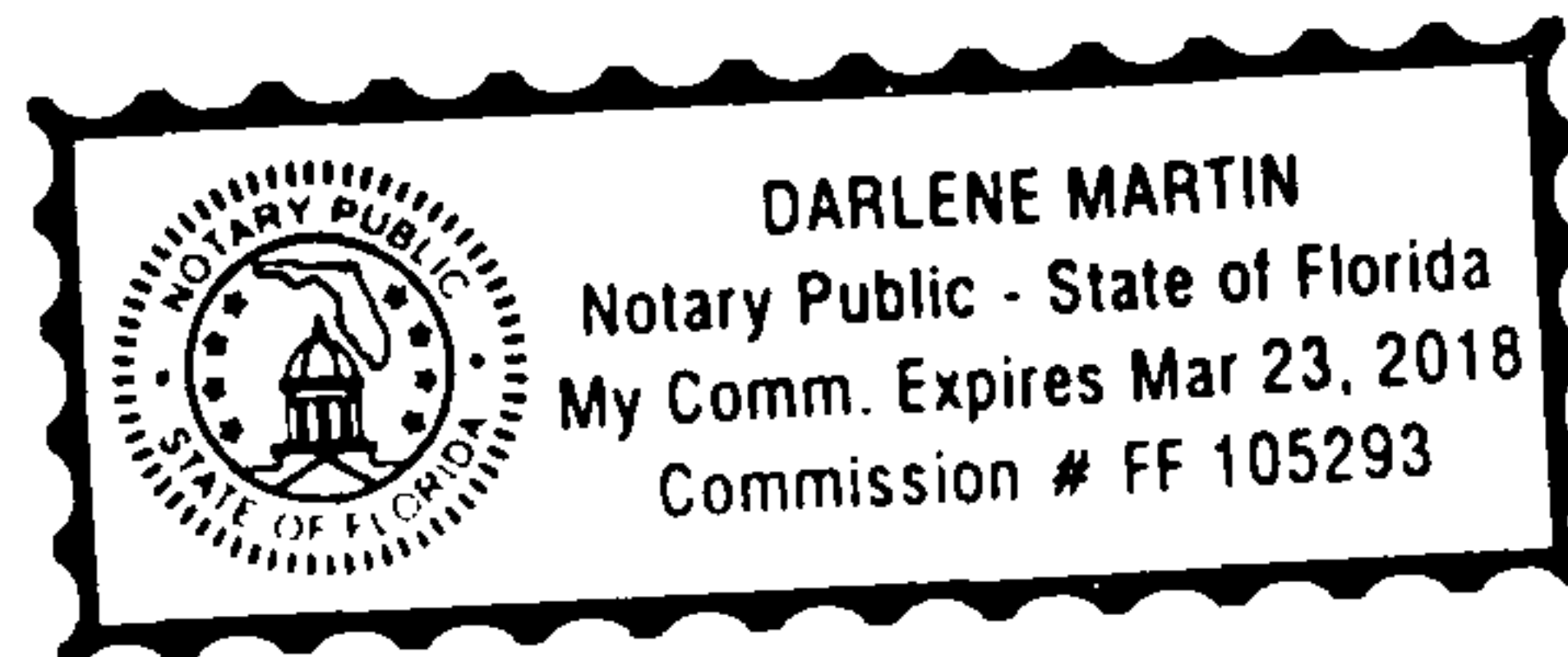
Darlene Martin

Notary Public

Print Name: \_\_\_\_\_

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

[NOTARY SEAL]





**EXHIBIT A**

Easement

|                                            |                                                |
|--------------------------------------------|------------------------------------------------|
| <b>Site Number:</b>                        | <b>US-AL-5027</b>                              |
| <b>Site Name:</b>                          | <b>Hwy 47</b>                                  |
| <b>Grantor Name:</b>                       | <b>Charles O. Tidmore and Joyce V. Tidmore</b> |
| <b>Original Grantee Name:</b>              | <b>CIG Comp Tower, LLC</b>                     |
| <b>Easement Execution Date:</b>            | <b>10/15/2015</b>                              |
| <b>Recording information for Easement:</b> | <b>N/A</b>                                     |

**Easement Legal Description:**      **See EXHIBIT A-1**

*Prior Assignment Recorded 8/14/13 as  
Doc # 201308140003305 to*



**EXHIBIT A-1**  
Legal Description

**DESCRIPTION OF LOCATION OF EXISTING TOWER INSTALLATION**

100' X 100' LEASE AREA:

A CERTAIN PIECE OR PARCEL OF LAND LOCATED IN SECTION 12, TOWNSHIP 22 SOUTH, RANGE 1 WEST, COUNTY OF SHELBY, STATE OF ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT SOUTHEAST CORNER OF THE PARENT TRACT, MARKED BY A 4" PIPE FOUND; THENCE N. 06 DEG. 13'57" E. A DISTANCE OF 849.98 FEET TO A MAG NAIL SET AT THE WESTERN EDGE OF PAVEMENT OF COUNTY ROAD 47; THENCE ALONG THE CENTERLINE OF A GRAVEL ROAD S.70 DEG.53'18" W. A DISTANCE OF 215.38 FEET TO A POINT; THENCE S.64 DEG.42'29"W. A DISTANCE OF 170.78 FEET TO A 60D NAIL SET; THENCE S.58 DEG. 58'18"W. A DISTANCE OF 169.80 FEET TO A 60D NAIL SET AT THE END OF THE GRAVEL ROAD; THENCE S.47 DEG.42'17"W. A DISTANCE OF 170.76 FEET TO A 60D NAIL SET; THENCE S.05 DEG.48'26"E. A DISTANCE OF 51.64 FEET TO A 60D NAIL SET; THENCE S.45 DEG.22'44"E. A DISTANCE OF 88.09 FEET TO A 60D NAIL SET; THENCE S.81 DEG.31'50"E. A DISTANCE OF 251.14 FEET TO A 60D NAIL SET; THENCE S.12 DEG.27'27"E. A DISTANCE OF 171.68 FEET TO A 60D NAIL SET ON THE NORTH LINE OF THE PROPOSED LEASE AREA; THENCE N.89 DEG.01'38"E. A DISTANCE OF 78.00 FEET TO A 1/2" IRON ROD SET AND THE POINT OF BEGINNING; THENCE S.00 DEG.58'22"E. A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD SET; THENCE S.89 DEG.00'38"W. A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD SET; THENCE N.00 DEG.58'22"W. A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD SET; THENCE N.89 DEG.01'38"E. A DISTANCE OF 100.00 FEET BACK TO THE POINT OF BEGINNING.

**DESCRIPTION OF LOCATION OF EXCLUSIVE ACCESS AND UTILITY EASEMENT**

A 40-FOOT WIDE ACCESS & UTILITY SERVITUDE, DESCRIBED AS FOLLOWS:

A CERTAIN PIECE OR PARCEL OF LAND LOCATED IN SECTION 1 AND 12, TOWNSHIP 22 SOUTH, RANGE 1 WEST, AND SECTION 6, TOWNSHIP 22 SOUTH, RANGE 1, EAST, COUNTY OF SHELBY, STATE OF ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT SOUTHEAST CORNER OF THE PARENT TRACT, MARKED BY A 4" PIPE FOUND; THENCE N.06 DEG.13'57"E. A DISTANCE OF 849.98 FEET TO A MAG NAIL SET AT THE WESTERN EDGE OF PAVEMENT OF COUNTY ROAD 47 FOR THE POINT OF BEGINNING FOR THE CENTERLINE OF PROPOSED 40 FOOT WIDE ACCESS AND UTILITY SERVITUDE; THENCE ALONG THE CENTERLINE OF A GRAVEL ROAD S.70 DEG.53'13"W. A DISTANCE OF 215.36 FEET TO A POINT; THENCE S.64 DEG.42'29"W. A DISTANCE OF 170.78 FEET TO A 60D NAIL SET; THENCE S.58 DEG.58'18" W. A DISTANCE OF 169.80 FEET TO A 60D NAIL SET AT THE END OF THE GRAVEL ROAD; THENCE S.47 DEG.42'17"W. A DISTANCE OF 170.75 FEET TO A 60D NAIL SET; THENCE S.05 DEG.49'26"E. A DISTANCE OF 61.64 FEET TO A 60D NAIL SET; THENCE S.48 DEG.22'44"E. A DISTANCE OF 88.09 FEET TO A 60D NAIL SET; THENCE S.81 DEG.31'50"E. A DISTANCE OF 171.68 FEET TO A 60D NAIL SET ON THE NORTH LINE OF THE PROPOSED LEASE AREA AND THE POINT OF TERMINATION FOR THE CENTERLINE OF THE PROPOSED 40 FOOT WIDE ACCESS AND UTILITY SERVITUDE.

Tax I.D. Number: 29 1 12 0 000 001.000



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
06/27/2016 12:43:53 PM  
\$29.00 CHERRY  
20160627000222540

A handwritten signature in black ink, likely of the County Clerk, is written over the bottom right of the page.