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ASSIGN 1/10

**This document prepared by:**

Christian A. Farmakis  
Babst, Calland, Clements and Zomnir, P.C.  
Two Gateway Center, 7<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 394-5400

**Return to:**

American Towers LLC  
10 Presidential Way  
Woburn, MA 01801  
Attn: Richard P. Palermo, Esq./Due Diligence  
(781) 926-4973

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**ASSIGNMENT**

**OF EASEMENT AGREEMENT**

This Assignment and Assumption of Easement Agreement (this "**Assignment**") is made and entered into as of the 25 day of <sup>October</sup> ~~September~~, 2019, but effective as of the 31st day of October, 2019 (the "**Effective Date**") by and between **TriStar Investors LLC**, a Delaware limited liability company, as successor-in-interest to Arcturus Land Enterprises, LLC (the "**Assignor**"), and **American Towers LLC**, a Delaware limited liability company (the "**Assignee**"). Assignor and Assignee are sometimes referred to herein individually as a "**Party**" and collectively referred to herein as the "**Parties**".

WHEREAS, Assignor and Assignee are parties to that certain Site Exchange Agreement dated November 7, 2016, as amended by that certain Amended and Restated Site Exchange Agreement dated as of March 6, 2017 (as the same may have been further amended from time to time, collectively, the "**Exchange Agreement**"), pursuant to, and upon the terms of which, Assignor and Assignee have agreed to assign, transfer and convey all of their respective right, title and interest in and to certain assets,

including, without limitation, real property interests, to each other, and to transfer certain obligations related thereto, all as more particularly described in the Exchange Agreement; and

WHEREAS, Assignor and Terry Habshey, Trustee of the Habshey First 1998 Irrevocable Trust (the "**Grantor**") entered into that certain Easement Agreement dated January 30, 2012, and recorded on March 7, 2012 with the records of Shelby County, Alabama as Document Number 20120307000080370 (as the same may have been amended, modified or assigned from time to time, collectively, the "**Easement Agreement**"), pursuant to which Grantor granted and conveyed to Assignor an easement in, to, under and over a certain portion of real property owned by the Grantor (the real property owned by the Grantor, the "**Property**", which Property is more particularly described in Exhibit A attached hereto and by this reference incorporated herein; such portion of the Property subject to the Easement Agreement, the "**Easement Area**", which Easement Area is more particularly described in Exhibit B attached hereto and by this reference incorporated herein); and

WHEREAS, Assignor is also the current landlord under that certain Communications Site Lease Agreement (Ground) dated August 5, 1998 (as the same may have been amended, modified or assigned from time to time, collectively, the "**Ground Lease**"), by and between Grantor, as successor-in-interest to Terry M. Habshey, a married man, and Tower Asset Sub, Inc., as successor-in-interest to Nextel South Corp. d/b/a Nextel Communications, a memorandum of which was recorded on August 23, 1999 with the records of Shelby County, Alabama as Document Number 1999-35378 and which Ground Lease demises a portion of the Property; and

WHEREAS, Assignor is also party to that certain Letter Agreement dated November 3, 2011, and executed November 17, 2011, by and between Assignor and Grantor (as the same may have been amended, modified or assigned from time to time, collectively the "**Letter Agreement**"; and together with the Easement Agreement and the Ground Lease Beneficial Rights, the "**Easement Documents**"); and

WHEREAS, the Parties hereby desire to effect such assignments, transfers and assumptions;

**NOW, THEREFORE**, in consideration of the representations, warranties, covenants and agreements contained in the Exchange Agreement, the Parties hereto hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meaning given to such terms in the Exchange Agreement.
2. **Assignment and Transfer of Easement Documents.** As of the Effective Date, Assignor hereby assigns and transfers unto Assignee, and Assignee hereby accepts from the Assignor, all of the right, title and interest of Assignor in, to and under the Easement Documents, upon the terms and subject to the conditions of the Exchange Agreement and the Easement Documents, respectively. Notwithstanding anything in this Assignment to the contrary, but without limiting any of the Parties' duties and obligations arising under this Assignment, this Assignment shall not constitute an assignment or transfer hereby of any right, title and interest of Assignor in, to and under an Easement Document if an attempted assignment or transfer, without the

authorization of a third party thereto, would constitute a breach or violation of such Easement Document, or in any way adversely affect the rights of Assignee thereunder, but only to the extent such authorization has not been obtained. If any authorization described in the preceding sentence is not obtained, or if any attempt at an assignment, transfer or other conveyance thereof would be ineffective or would affect the rights of the Assignor thereunder so that, after the applicable Closing Date, the Assignee would not in fact receive all such rights or obtain the benefits and rights contemplated by this Assignment and the Exchange Agreement, then the Assignee may elect to pursue certain options, as more particularly described in Section 2(c) of the Exchange Agreement.

3. **Assumption of Easement Documents.** As of the Effective Date, Assignor hereby assigns and transfers to Assignee, and Assignee assumes and agrees to keep, observe and perform all of the terms, covenants, agreements, conditions and obligations (other than Pre-Closing Liabilities), pursuant to the Easement Documents. The Assignee assumes and agrees to keep, observe and perform those terms, covenants, agreements, conditions and obligations (other than Pre-Closing Liabilities), with the same force and effect as if the Assignee instead of Assignor (or any predecessor of the Assignor) had originally signed the Easement Documents.
4. **Terms of Exchange Agreement Control.** The provisions of this Assignment are subject, in all respects, to the terms and conditions of the Exchange Agreement, including, without limitation, all of the covenants, agreements, representations, and warranties contained therein, which shall survive the execution and delivery of this Assignment to the extent provided in the Exchange Agreement. Neither the making nor the acceptance of this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, or in any way affect the terms and conditions of the Exchange Agreement. In the event of any conflict or inconsistency between the terms and conditions of this Assignment and the terms and conditions of the Exchange Agreement, the terms and conditions of the Exchange Agreement shall control.
5. **Amendments.** This Assignment may not be amended, modified or terminated except by an instrument in writing executed by the parties to this Assignment.
6. **Interpretation and Construction.** This Assignment shall be subject to the provisions set forth in Sections 30(g) and 30(h) of the Exchange Agreement, except to the extent that any contrary or different terms are set forth herein.
7. **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon Assignor, Assignee, and their respective successors and assigns. Except as permitted under Section 30(d) of the Exchange Agreement, no Party may transfer or assign this Assignment or any of its rights hereunder, without the prior written consent of the other Party.  
Notwithstanding the foregoing, a Party may assign this Assignment to an Affiliate or to a party

acquiring such Party or all or substantially all of the assets of such Party, provided, however, that the terms of any such acquisition may not impair, in any substantive way, either Party's ability to perform this Assignment.

8. **Notice.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:

<u>To Assignor:</u>	Crown Castle USA Inc c/o Crown Castle International Corp. Attn: Senior Vice President, Corporate Development 1220 Augusta Drive, Suite 600 Houston, TX 77057	<u>To Assignee:</u>	American Towers LLC Attn: Landlord Relations 10 Presidential Way Woburn, MA 01801
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<u>With copy to:</u>	Crown Castle USA Inc c/o Crown Castle International Corp. Attn: Senior Vice President and General Counsel 1220 Augusta Drive, Suite 600 Houston, TX 77057	<u>With copy to:</u>	American Towers LLC Attn: General Counsel 116 Huntington Avenue 11th Floor Boston, MA 02116
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American Towers LLC  
Attn: Shawn Lanier, VP Legal  
10 Presidential Way  
Woburn, MA 01801

Either Party, by written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

9. **Governing Law.** Notwithstanding anything to the contrary contained in this Assignment, this Assignment shall be governed and construed in all respects in accordance with the laws of the State of New York (except to the extent the laws of the State or Commonwealth in which the Property is situated are mandatorily applicable, in which case the laws of such State or Commonwealth shall govern to the extent required), without regard to the conflicts of laws provisions of New York, or, as applicable, such State or Commonwealth. Any dispute directly related to the breach of this Assignment shall be resolved in accordance with Section 30(e) of the Exchange Agreement.

10. **Counterpart Signatures.** This Assignment may be executed in several counterparts, each of which when so executed and delivered shall be deemed an original, and all of which, when

taken together, shall constitute one and the same instrument, binding on all of the Parties, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Assignment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Assignment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Assignment by all Parties to the same extent as an original signature.

11. **No Merger.** It is the intent of the Assignee that the landlord interest in the Easement Documents shall not merge with the tenant interest in the Easement Documents, notwithstanding that both leasehold interests may be held at any time by the same party.

*[END OF DOCUMENT – SIGNATURE PAGES TO FOLLOW]*



**IN WITNESS WHEREOF**, each Party has caused this Assignment to be executed by their respective duly authorized officers to be duly effective as of the Effective Date written above.

**ASSIGNOR:**

**TriStar Investors LLC**,  
a Delaware limited liability company,  
as successor-in-interest to Arcturus Land Enterprises, LLC

**WITNESSES:**

Signature: [Signature]  
Print Name: Rick J Reed  
Title: Land Acquisition Director  
Date: 10-4-19

Signature: [Signature]  
Print Name: J.V. Budek  
Signature: [Signature]  
Print Name: Zach Barker

**WITNESS AND ACKNOWLEDGEMENT**

State of Texas

County of Harris

On this 4 day of October, 2019, before me, Tara Groda the undersigned Notary Public, personally appeared Rick Reed who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon which the person acted, executed the instrument.

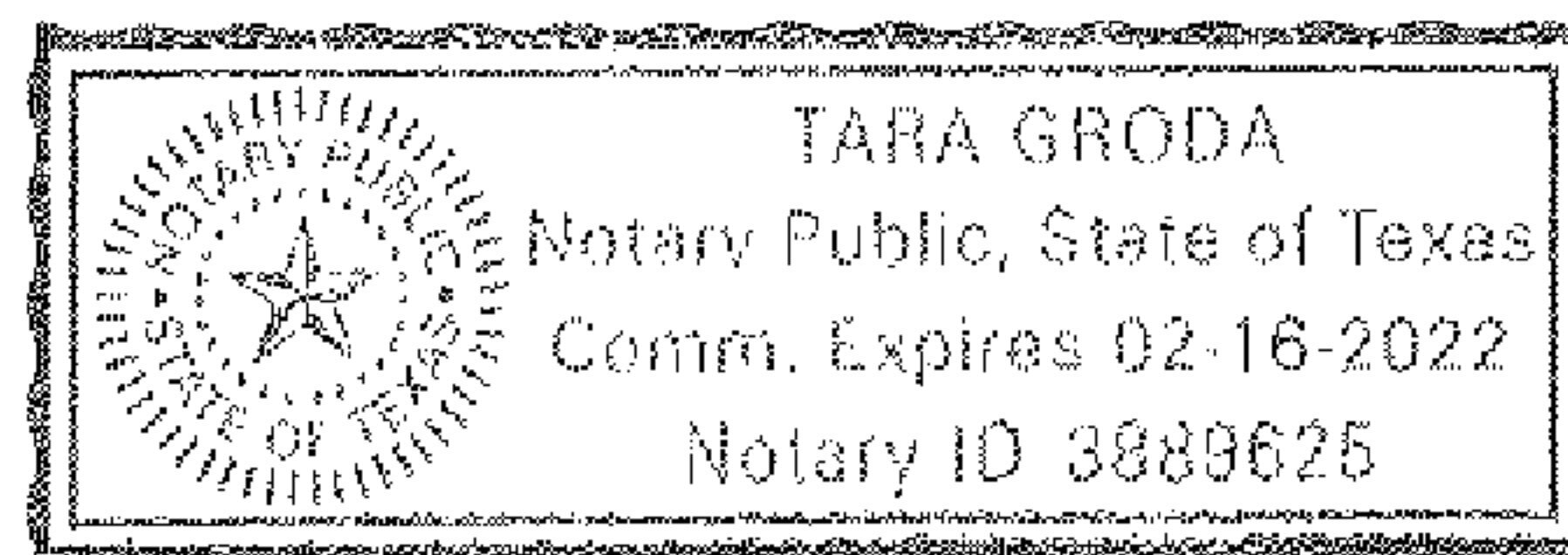
I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public

Print Name: TARA GRODA

My commission expires: 2/16/2022 [SEAL]



[SIGNATURES CONTINUE ON NEXT PAGE]

**ASSIGNEE:**

American Towers LLC,  
a Delaware limited liability company

Signature: [Signature]  
Print Name: Shawn Lanier  
Title: Vice President, US Legal  
Date: 10-25-2019

**WITNESSES:**

Signature: [Signature]  
Print Name: Kevin P. McMahon  
Signature: [Signature]  
Print Name: Michael A. Petro

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this 25 day of <sup>October JFK</sup> ~~September~~, 2019, before me, Julie E. Kaplan the undersigned Notary Public, personally appeared Shawn Lanier, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



**JULIE E. KAPLAN**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
June 12, 2020

[SEAL]



**JULIE E. KAPLAN**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
June 12, 2020

**Attachments:**

Exhibit A: Property

Exhibit B: Easement Area



LEGAL DESCRIPTION OF PROPERTY

In the County of Shelby, Alabama

Legal Description:

Section lying West of Shelby County Road No. 89 and being more particularly described as follows:

Begin at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of Section 6, Township 24 North, Range 13 East and run south along the west line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section 239.62 feet to a point on the west right-of-way line of Shelby County Road No. 89, said point being on a curve to the right having a central angle  $10^{\circ} 37' 23''$  and a radius of 1412.73 feet; then turn  $156^{\circ} 49' 44''$  left to the chord of said curve and run 261.56 feet to the north line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section; thence turn  $113^{\circ} 38' 13''$  left and run 102.92 feet to the Point of Beginning. Containing 0.26 acres, more or less.

Parcel/Tax Number: 35-3-06-0-001-014.001

"This being the same property conveyed by Deed to Terry Habshey, Trustee of the Habshey First 1998 Irrevocable Trust from Terry M. Habshey recorded on 09-06-2011 in Doc # 20110906000262920, in the office of the Clerk of the Court for Shelby County, State of Alabama."

**LEGAL DESCRIPTION OF EASEMENT AREA**

Those premises and access/utility easements previously leased pursuant to the Current Agreements as defined in the Easement Agreement and access easement constructed by Grantor pursuant to the terms of the Letter Agreement, including those portions of the Property further described as follows, being subject to revision for error:

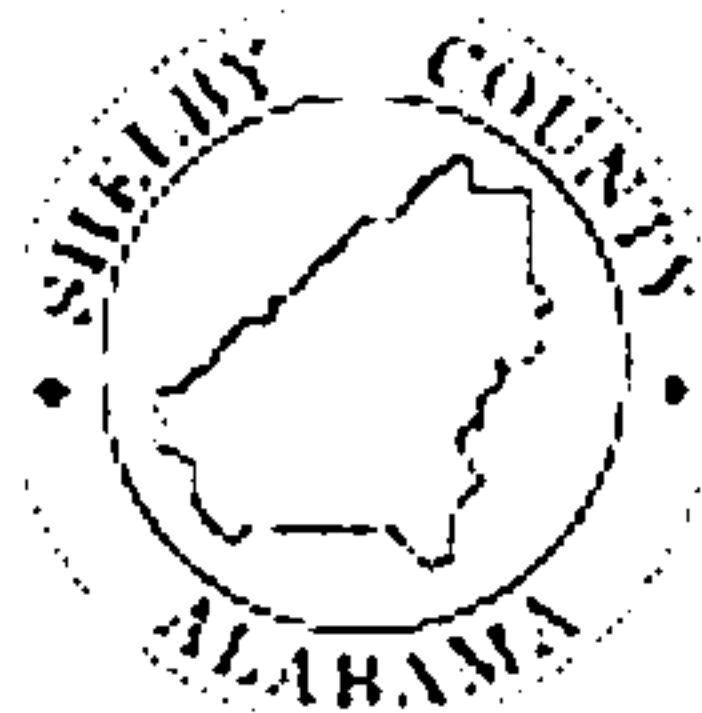
Communication Easement:

ALL THAT TRACT or parcel of land lying and being in the Northwest Quarter of the Southeast Quarter of Section 6, Township 24 North, Range 13 East of Shelby County, Alabama and being more particularly described as follows:

Beginning at a 5/8 inch iron pin found at the Northwest corner of the Northwest Quarter of the Southeast quarter of Section 6, Township 24 North, Range 13 East, Shelby County, Alabama, thence South 01 degrees 11 minutes 08 seconds along the west line of said 1/4 1/4 section a distance of 239.62 feet to a 5/8 inch iron pin on the west right-of-way of Shelby County Road No. 89 (a 80 foot right-of way) thence northeasterly along said right-of-way following a curve to the right (said curve having a radius of 1412.73 feet, a chord bearing of North 21 degrees 59 minutes 08 seconds East and a chord distance of 261.56 feet) an arc distance of 261.93 feet to a 5/8 inch iron pin on the north line of said 1/4 1/4 section, thence South 88 degrees 20 minutes 55 seconds West along the north line of said 1/4 1/4 section a distance of 102.92 feet to a iron pin and the point of beginning.

The described property contains an area of 11272 square feet or 0.259 acres.

This Exhibit B may be replaced by a survey in accordance with the terms of the Easement Agreement.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
12/06/2019 09:36:44 AM  
\$49.00 CHERRY  
20191206000451600

*Allen S. Bayl*