

20191226000476420
12/26/2019 09:43:42 AM
ASSIGN 1/6

Record and Return to:

Name: Joseph Mangus
Address: TITLEVEST AGENCY, LLC
110 East 42nd Street, 10th Floor
New York, NY 10017
TitleVest Title #: FA-AL-715839

ASSIGNMENT OF LEASE

To be effective on December 19, 2019, and in consideration of One Dollar (\$1) and other good and valuable consideration paid by the undersigned party hereto executing this instrument as assignee TOWERPOINT ACQUISITIONS, LLC, a Delaware limited liability company, with principal offices at 1170 Peachtree Street, Atlanta, Georgia 30309 (hereinafter referred to as "Assignee") to the undersigned party hereto executing this instrument as assignor CLARA Y. YEAGER, with principal offices located at 101 Yeager Farm Road, Pelham, Alabama 35124 (hereinafter referred to as "Assignor"), the receipt and sufficiency thereof being hereby acknowledged, Assignor, subject to that certain Easement Agreement which is recorded contemporaneous to recording of this instrument, does hereby transfer, set over and assign to the Assignee all of Assignor's right, title and interest in and to the lease(s) and/or tenancy(ies) upon certain Property owned by Assignor (Legal Description attached as Exhibit A) referenced below and in Exhibit B attached hereto, in which the Assignor has any right, title and interest currently existing and relating to:

That certain PCS Site Agreement dated August 13, 1996, by and between Paul Y. Yeager and Julie R. Yeager and Sprint Spectrum L.P., a Delaware limited partnership, as evidenced by a certain Memorandum of PCS Site Agreement, aforesaid date and parties, recorded April 10, 1997 as Instrument No. 1997-11181, Official Public Records of Shelby County, Alabama; amended by a certain First Amendment to PCS Site Agreement and Consent to Sublease dated April 23, 2001, by and between Paul Y. Yeager and Julie R. Yeager and Sprint Spectrum L.P.; further amended by a certain Second Amendment to PCS Site Agreement dated July 16, 2009, by and between W. Paul Yeager and Clara Y. Yeager and STC Five LLC, a Delaware limited liability company, successor in interest to Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, successor in interest to Sprint Spectrum L.P., a Delaware limited partnership, as evidenced by a certain Agreement and Memorandum of Second Amendment to PCS Site Agreement, aforesaid date and parties, recorded May 19, 2010 as Instrument No. 20100519000156950, aforesaid records.

Assignor represents that Assignor has no knowledge of any default now outstanding by Assignor in his capacity as the landlord/lessor under the Tenancy.

The assignment is for a term of ninety-nine (99) years and the assignment terminates on December 19, 2118.

Assignee hereby assumes and agrees to faithfully perform and discharge any and all obligations of the landlord/lessor in and to the hereby assigned lease(s) and/or tenancy(ies) subsequent to the date hereof, subject to that certain Easement Agreement.

Subject to that certain Easement Agreement, Assignee agrees to hold Assignor harmless and indemnified from any and all loss, cost, damage and expenses, which Assignor may incur on account of Assignee's failure to perform and discharge any and all obligations of lessor and landlord in and to the herein assigned lease and/or tenancy subsequent to the date hereof. Assignor agrees to hold Assignee harmless and indemnified from any and all loss, cost, damage and expenses, which Assignee may incur for claims related to activity prior to the date hereof.

The above shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, legal representatives, successors and assigns.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed and sealed on its behalf this 16 day of December, 2019.

Assignor: CLARA Y. YEAGER

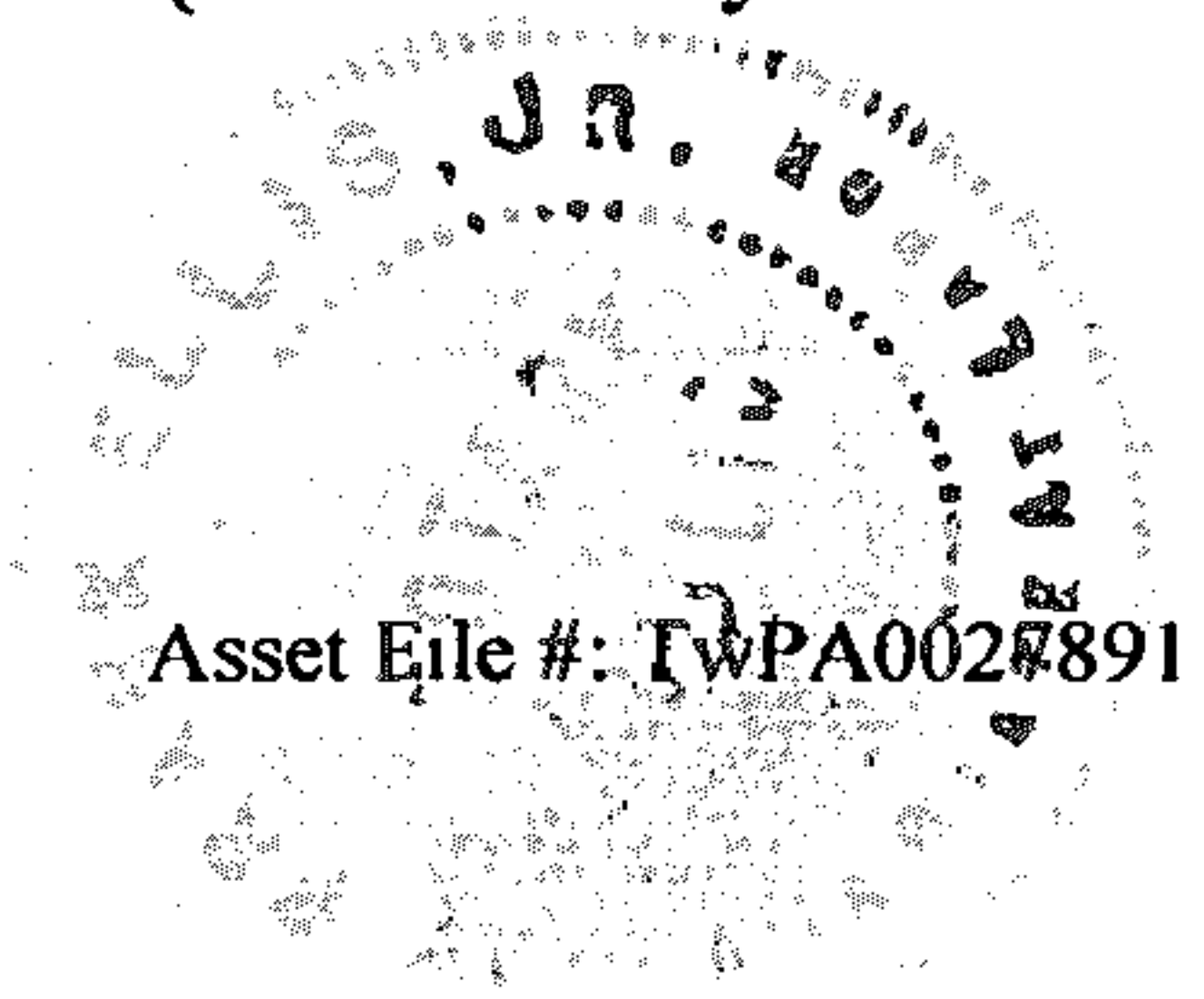
Clara Y. Yeager
Clara Y. Yeager
101 Yeager Farm Road
Pelham, Alabama 35124

STATE OF Alabama
COUNTY OF Shelby } ss.

On this 16 day of December, 2019, before me, the undersigned notary public, personally appeared Clara Y. Yeager, and proved to me through satisfactory evidence of identification, which was ~~personal knowledge~~/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

{affix notary seal or stamp}

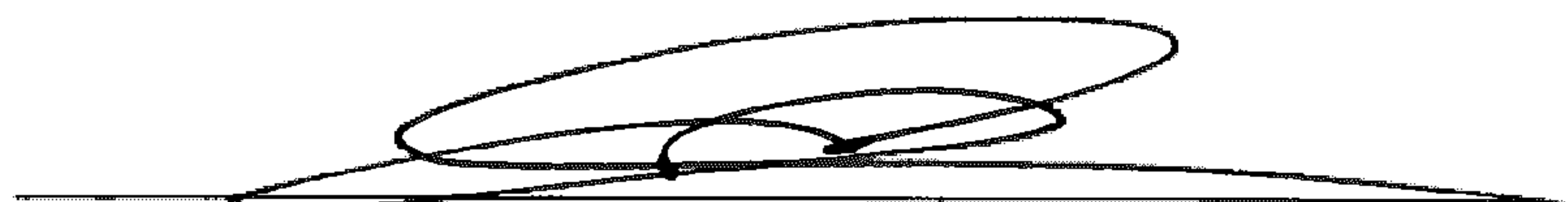
[Signature]
Notary Public
My Commission Expires:
5-2-22



Asset File #: TWPA0027891

IN WITNESS WHEREOF, Assignee has caused this instrument to be signed and sealed on its behalf this 18th day of December, 2019.

Assignee: TOWERPOINT ACQUISITIONS, LLC



Jesse M. Wellner
Chief Executive Officer
1170 Peachtree Street, Suite 1650
Atlanta, Georgia 30309
678-775-0360
678-775-0361

STATE OF GEORGIA

COUNTY OF FULTON

} ss.

On this 18th day of December, 2019, before me, the undersigned notary public, personally appeared Jesse M. Wellner, and proved to me through satisfactory evidence of identification, which was personal knowledge driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Chief Executive Officer of TOWERPOINT ACQUISITIONS, LLC.

{affix notary seal or stamp}



Notary Public

My Commission Expires: 10/19/2022

Pamela R Martin
NOTARY PUBLIC
Cherokee County, GEORGIA
My Commission Expires 10/19/2022

EXHIBIT A

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

All in Section 21, Township 20 South, Range 2 West in Shelby County, Alabama.

The N.W. Diagonal 1/2 of the N.E. 1/4 of the N.E. 1/4 of the N.E. 1/4 of said Section 21.

The N.W. 1/4 of the N.E. 1/4 of the N.E. 1/4 of said Section 21.

Also a parcel of land described as follows: Beginning at the N.W. corner of the N.E. 1/4 of the N.E. 1/4 of Section 21; thence run S 3 degrees 41 minutes 33 seconds W a distance of 584.63 feet to the N.E. corner of property conveyed to John Wynn; Thence run N 90 degrees 00 minutes 00 seconds W a distance of 622.29 feet to N.W. corner of property conveyed to John Wynn; Thence run N.E. 880.85 feet to the N.W. corner of the N.E. 1/4 of the N.E. 1/4 of Section 21. Said point being the point of beginning.

Also a parcel of land described as follows: Commencing at the N.W. corner of the N.E. 1/4 of the N.E. 1/4 of said Section 21 run S 584.63 feet W. to the N.E. corner of property conveyed to John Wynn and the point of beginning; thence continue along the last course 218.13 feet to the S.W. corner of the N.W. 1/4 of the N.E. 1/4 of the N.E. 1/4 of said Section 21; thence run W. along the S. line of the N.E. 1/4 of the N.W. 1/4 of the N.E. 1/4 of said Section 21 a distance of 189.52 feet to the Easterly line of property conveyed to John Wynn; thence run N. 44 degrees 30 feet 30 minutes E. 388+/- feet to the point of beginning.

Also an Ingress/egress and utility easement described as recorded in Instrument #1996—06788 in the Office of the Judge of Probate of Shelby County of Alabama.

Subject to an Ingress/egress and utility easement described as recorded in Instrument No. 1997—11181 in the Office of the Judge of Probate of Shelby County.

EXHIBIT B

DESCRIPTION OF TELECOM TENANT LEASE(S)

That certain PCS Site Agreement dated August 13, 1996, by and between Paul Y. Yeager and Julie R. Yeager and Sprint Spectrum L.P., a Delaware limited partnership, as evidenced by a certain Memorandum of PCS Site Agreement, aforesaid date and parties, recorded April 10, 1997 as Instrument No. 1997-11181, Official Public Records of Shelby County, Alabama; amended by a certain First Amendment to PCS Site Agreement and Consent to Sublease dated April 23, 2001, by and between Paul Y. Yeager and Julie R. Yeager and Sprint Spectrum L.P.; further amended by a certain Second Amendment to PCS Site Agreement dated July 16, 2009, by and between W. Paul Yeager and Clara Y. Yeager and STC Five LLC, a Delaware limited liability company, successor in interest to Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, successor in interest to Sprint Spectrum L.P., a Delaware limited partnership, as evidenced by a certain Agreement and Memorandum of Second Amendment to PCS Site Agreement, aforesaid date and parties, recorded May 19, 2010 as Instrument No. 20100519000156950, aforesaid records.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/26/2019 09:43:42 AM
\$37.00 CHERRY
20191226000476420

Allie S. Boyd