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**When Recorded Return to:**

Solidifi Title & Closing LLC  
Attention: Commercial Recording  
88 Silva Lane, Suite 210  
Middletown, RI 02842

**Prepared by:**

Vertical Bridge Towers III, LLC  
750 Park of Commerce Dr., Suite 200  
Boca Raton, Florida 33487

**VB Site Number:** US-AL-5118  
**VB Site Name:** Wilborn Lake  
**Commitment No.:** VTB-1777959-C

**ASSIGNMENT AND ASSUMPTION OF EASEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF EASEMENT (this "Assignment") is entered into as of this 15<sup>th</sup> day of November, 2019, and effective as of the 22nd day of November, 2019 (the "Transfer Date"), by and between **ForeSite, LLC**, an Alabama limited liability company with an address of 3975 Asbury Road, Vestavia Hills, Alabama 35243 (the "Assignor"), and **Vertical Bridge Towers III, LLC**, a Delaware limited liability company with an address of 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("Assignee").

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

WHEREAS, Assignor and Assignee (or Assignee's Affiliate) have entered into an Asset Purchase Agreement, dated as of the 28<sup>th</sup> day of October, 2019 (the "Purchase Agreement", with capitalized terms used herein without definition having the meanings set forth therein), which provides for the purchase by Assignee (or Assignee's Affiliate) from Assignor of the Tower Assets; and

WHEREAS, the Purchase Agreement requires that Assignor assign to Assignee (or Assignee's Affiliate) all of Assignor's right, title, and interest as grantee in that certain limited easement described in Exhibit A attached hereto (the "Easement"), that Assignee (or Assignee's Affiliate) accept such assignment and assume all of Assignor's duties, obligations, covenants and undertakings under the Easement on and after the Transfer Date.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and good and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree each with the other as follows:

1. Incorporation. The Whereas clauses set forth above are incorporated into and are made a part of this Assignment.

2. Assignment of Easement. Assignor does hereby assign, transfer, sell and convey unto Assignee, its successors and assigns, subject to the Permitted Exceptions, 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, together with all of Assignor's interest in (a) any rights of way and easements from the Site to a public road; and (b) such other rights of way and/or easements, if any, to run guy wires to such point to properly support the Tower and install anchors to secure said guy wires.

3. Acceptance and Assumption of Easement. Assignee hereby accepts the assignment 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.

4. Indemnity. 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 damages, claims, losses, expenses, costs, obligations, and liabilities, including without limitation reasonable fees and expenses of attorneys (collectively, "Losses and Liabilities") arising out of or in any way related to the Easement and first accruing on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Easement after the Transfer Date on account of any fact or circumstance first occurring or existing prior to the Transfer Date. Assignor will indemnify, defend and hold harmless Assignee, 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 Easement and first accruing prior to the Transfer Date.

5. Purchase Agreement Controls. Nothing in this Assignment shall be deemed to expand or diminish the scope of the rights of any party to the Purchase Agreement that are contained in the Purchase Agreement. If there is conflict or an apparent conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

6. Counterparts; Electronic Signatures. 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. Facsimile or PDF signatures on this Assignment shall be deemed to be original signatures.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. 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.

*[Signature pages follow]*

[Assignor Signature page to Assignment and Assumption of Easement Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment to be effective as of the Transfer Date.

*Assignor:*

ForeSite, LLC,  
an Alabama limited liability company

By: ForeSite Towers, LLC, a Delaware limited liability company, its sole member

By:   
Name: D. Paul Beasley  
Title: Vice President

STATE OF ALABAMA

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of November, 2019 by D. Paul Beasley, the Vice President of ForeSite Towers, LLC, a Delaware limited liability company, and the sole member of ForeSite, LLC, an Alabama limited liability company, on behalf of such company. He/she is personally known to me or has produced N/A as identification.

  
Notary Public  
Print Name: Pamela B. Thomas  
My Commission Expires: \_\_\_\_\_

[NOTARY SEAL]

MY COMMISSION EXPIRES 06/06/2021

[Assignee Signature page to Assignment and Assumption of Easement Agreement]

**Assignee:**

Vertical Bridge Towers III, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Daniel Marinberg

Title: Senior Vice President and General Counsel

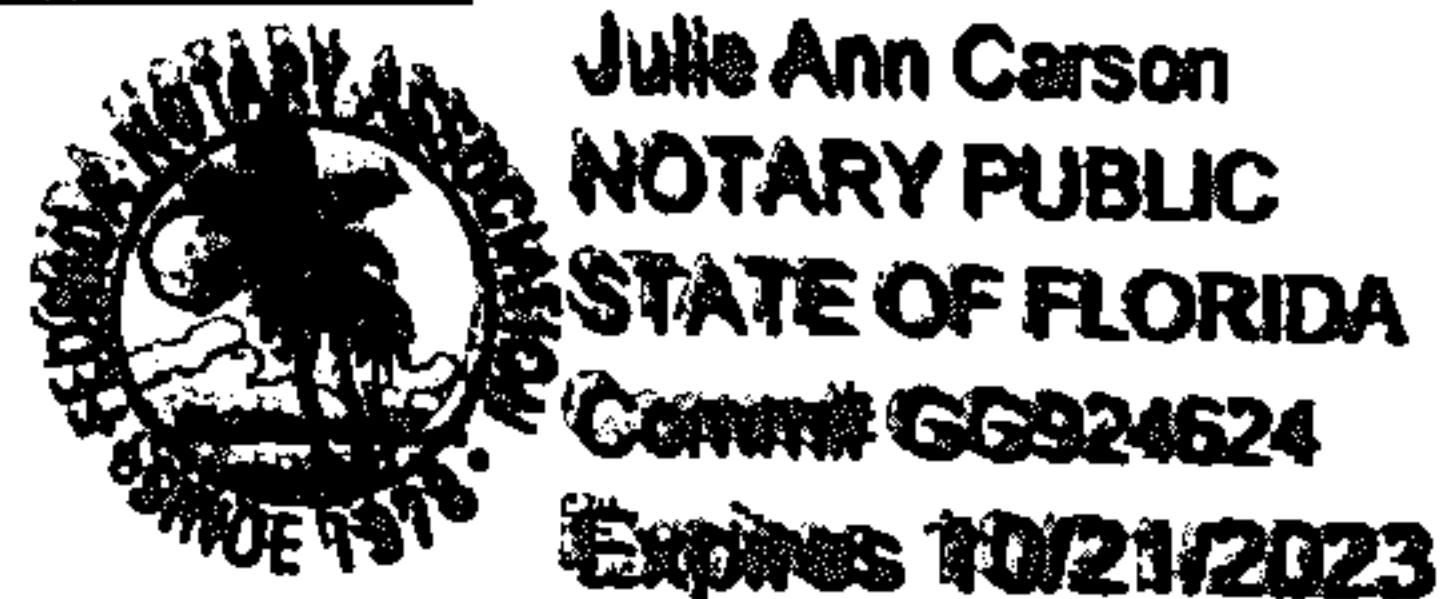
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of Nov., 2019 by Daniel Marinberg, the Senior Vice President and General Counsel of Vertical Bridge Towers III, LLC, a Delaware limited liability company, on behalf of such company. He is personally known to me.

Julie Ann Carson  
Notary Public  
Print Name: Julie Ann Carson  
My Commission Expires: 10/21/2023

[NOTARY SEAL]



**EXHIBIT A OF ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENT**

**Site Number:** US-AL-5118

**Site Name:** Wilborn Lake

**Original Grantor Name:** Clyde Westbrook and Cynthia Westbrook, husband and wife

**Original Grantee Name:** ForeSite, LLC, an Alabama limited liability company

**Easement Execution Date:** March 25, 2019

**Recording information for Easement:** Limited Easement Agreement; Doc. No. 20190409000115420  
recorded on April 9, 2019 in the offices of the Shelby County, Alabama Judge of Probate

**Easement Description:** See EXHIBITS A-1 and A-2

**EXHIBIT A-1 OF ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENT  
LEGAL DESCRIPTION**

**15' UTILITY EASEMENT (AS SURVEYED):**

An easement being a portion of a certain tract of land described in Instrument #20080205000046290 as recorded in the Office of the Judge of Probate for Shelby County, Alabama lying in the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at a 1/2" crimp pipe found in place at the SW corner of Lot 11, Rushing Parc Sector One as recorded in Map Book 19, Page 20, in said probate office; thence North 05 degrees 26' 36" W a distance of 599.37 feet to the Point of Beginning of a Utility Easement being 15 feet wide and lying 7.5 feet on each side of the following described centerline; thence N 00 degrees 00 minutes 00 seconds E a distance of 16.91 feet, more or less, to the Point of Ending. Said easement to join the Southeasterly right-of-way line of South Shades Crest Road contiguously and contains 253.65 square feet, more or less.

See plan attached hereto as Exhibit A-2.

