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ASSUMAGR 1/6

Prepared by:
Name: TowerPoint Acquisitions, LLC
Address: 1170 Peachtree Street, Suite 1650
Atlanta, GA 30309

Record and Return To:
Name: Joseph Mangus
Address: TITLEVEST AGENCY, INC.
110 East 42nd Street, 10th Floor
New York, NY 10017
TitleVest Title No.: ~~FA AL 715839~~
FAL 715839A

ASSIGNMENT AND ASSUMPTION OF EASEMENT AND LEASE DOCUMENTS

This **ASSIGNMENT AND ASSUMPTION OF EASEMENT AND LEASE DOCUMENTS** (the “Assignment”) is made as of the 31st day of January, 2020 (the “Effective Date”), by and between **TOWERPOINT ACQUISITIONS, LLC**, a Delaware limited liability company, with principal offices at 1170 Peachtree Street, Suite 1650, Atlanta, Georgia 30309 (the “Assignor”) and **TPA III, LLC**, a Delaware limited liability company, with principal offices at 1170 Peachtree Street, Suite 1650, Atlanta, Georgia 30309 (the “Assignee”).

RECITALS

WHEREAS, Assignor is (i) the owner and holder of a certain telecommunications easement and related easements affecting the real property described in Exhibit A attached hereto and made a part hereof by reference (the “Property”), and (ii) the lessor under a certain telecommunications lease affecting the Property, pursuant to those certain easement and lease documents more particularly identified in Exhibit B attached hereto and made a part hereof by reference (the “Easement and Lease Documents”); and

WHEREAS, Assignor has agreed to convey, transfer and assign all of its right, title and interest in and to the Easement and Lease Documents to Assignee, and Assignee has agreed to accept such assignment and assume the obligations of the Assignor under the Easement and Lease Documents on the terms and conditions set forth herein.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of \$10.00, the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The background Recitals hereinabove are true and correct and are incorporated herein by this reference.

2. **Assignment and Assumption.** As of the Effective Date, Assignor hereby absolutely assigns to Assignee all of Assignor's right, title and interest in and to the Easement and Lease Documents. Assignee hereby accepts such assignment, agrees to be bound by the terms of the Easement and Lease Documents, and assumes and agrees to perform all of the Assignor's obligations under the Easement and Lease Documents on and after the Effective Date.

3. **Miscellaneous.** The parties hereby ratify and reaffirm each and every provision of the Easement and Lease Documents. The Easement and Lease Documents shall remain in full force and effect in accordance with their terms. This Assignment shall be construed and interpreted in accordance with the laws of the State in which the Property is located and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signatures to Follow]

IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR: TowerPoint Acquisitions, LLC, a Delaware limited liability company

By: 

Name: Jon Lober

Title: General Counsel

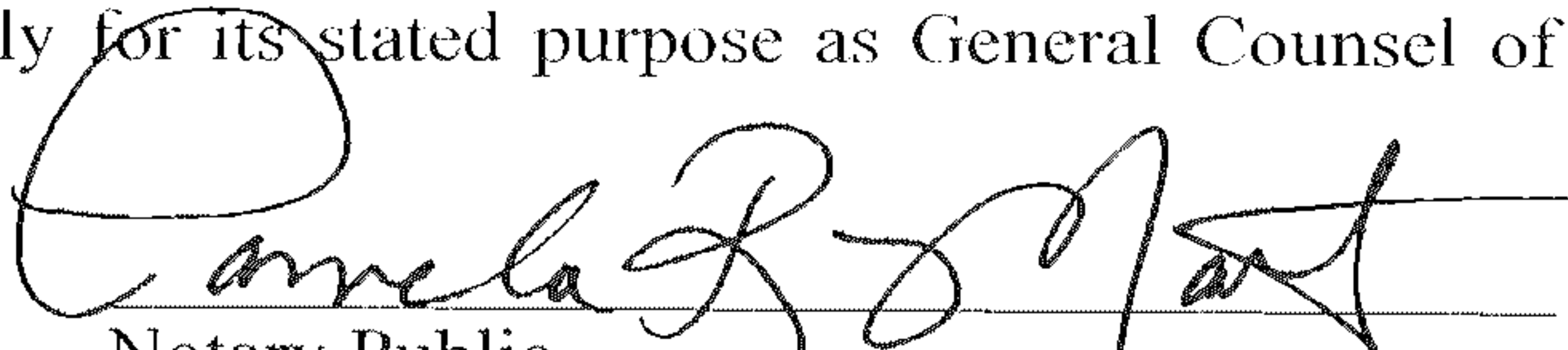
STATE OF GEORGIA

} ss.

COUNTY OF FULTON

On this 31st day of January, 2020, before me, the undersigned notary public, personally appeared Jon Lober, 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 signed it voluntarily for its stated purpose as General Counsel 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

IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNEE: TPA III, LLC, a Delaware limited liability company

By: 

Name: Jon Lober

Title: General Counsel

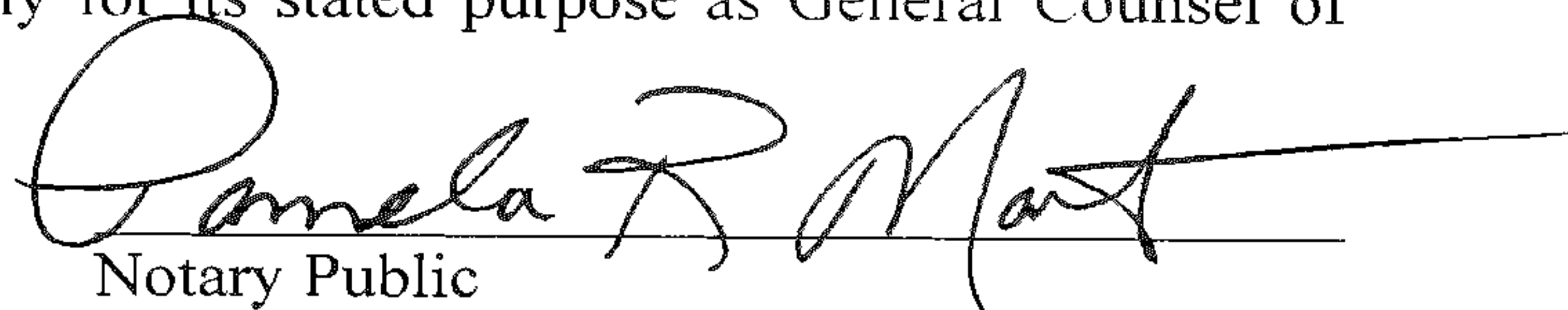
STATE OF GEORGIA

} ss.

COUNTY OF FULTON

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{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

EASEMENT AND LEASE DOCUMENTS

Easement Agreement dated and to be effective on December 19, 2019, by and between Clara Y. Yeager and TowerPoint Acquisitions, LLC, a Delaware limited liability company, recording to be determined.

Assignment of Lease dated and to be effective on December 19, 2019, by and between Clara Y. Yeager and TowerPoint Acquisitions, LLC, a Delaware limited liability company, recording to be determined.

That certain Site Management Agreement dated December 19, 2019 by and between Clara Y. Yeager and TowerPoint Acquisitions, LLC, a Delaware limited liability company, recording to be determined.

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.

874995



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/12/2020 08:56:37 AM
\$37.00 CATHY
20200212000057680

Clara Y. Yeager

Allen S. Bayl