

This Instrument Prepared By:
Matthew W. Barnes, Esq.
Burr & Forman LLP
420 20th Street North, Suite 3400
Birmingham, Alabama 35203

20200402000129170
04/02/2020 12:38:41 PM
ASSIGN 1/7

After Recording Return To:
Old Republic Residential Information Services
530 S. Main Street
Suite 1031

Akron, Ohio 44311
Attention: Mary Ann Colatruglio
20008015

STATE OF ALABAMA)

COUNTY OF SHELBY)

Cross Reference to:
Document No. 2000-17212
Document No. 20061130000582010
Document No. 20080926000382570
Document No. 20171004000362130
Shelby County, Alabama Records

ASSIGNMENT AND AMENDMENT OF LEASE

This Assignment and Amendment of Lease (this "Agreement") is made effective as of March 25, 2020, by and between **WILLIAM L. RASBERRY**, with a mailing address of 5267 Jameswood Lane, Birmingham, Alabama 35244 ("Assignor"), and **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Assignee").

WHEREAS, Assignor is the lessor under that certain Option and Lease Agreement dated March 23, 1995 (as amended or assigned, the "Lease"), originally by and between Sequoia Construction Company ("Sequoia") and BellSouth Mobility Inc., a Georgia corporation ("Bellsouth"), which Lease was filed for record on May 5, 2000 in Instrument No. 2000-17212 in the Office of the Judge of Probate of Shelby County, Alabama;

WHEREAS, pursuant to that certain Corporation Form Warranty Deed dated November 21, 2006 and filed for record on November 31, 2006 as Document No. 20061130000582010 in the Office of the Judge of Probate of Shelby County, Alabama, Assignor succeeded to the interest of Sequoia in, to and under the Lease;

WHEREAS, the Lease was amended by (i) that certain First Amendment to Option and Lease Agreement dated March 26, 2008 between Assignor and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Tenant"), successor by merger to BellSouth Mobility LLC, a Georgia limited liability company, successor by corporate election with BellSouth, a memorandum of which was recorded on November 26, 2008 as Document No. 20080926000382570 in the Office of the Judge of Probate of Shelby County, Alabama; and (ii) that certain Second Amendment to Option and Lease Agreement dated August 28, 2017 between Assignor and Tenant, a memorandum of which was recorded on October 4, 2017 as Document No. 20171004000362130 in the Office of the Judge of Probate of Shelby County, Alabama (the "Second Amendment"); and

WHEREAS, the Assignor has agreed to transfer and assign the Lease to the Assignee and Assignor, Assignee and Tenant, have agreed to amend the Lease as set forth herein..

NOW, THEREFORE, in consideration of the premises, and the mutual covenants hereinafter to be kept faithfully by the parties hereto, the parties hereto agree as follows:

1. **Amendment.** Section 1(e) of the Second Amendment is hereby deleted in its entirety.

2. **Assignment.** Pursuant to a Grant of Easement executed contemporaneously herewith by and between the Assignor and the Assignee (the "Grant of Easement"), the Assignor has transferred, sold, conveyed and assigned the Lease unto the Assignee including all security deposits, damage deposits, and other tenant deposits ("Security Deposits"), if any, and the right to collect rentals thereunder becoming due on or after the date of this Agreement. Assignee agrees to account to Assignor for the collection of any rents delinquent on the date of this Agreement, but Assignee shall not be required to take affirmative action to collect such delinquent rates, if any. All rents collected shall be applied first to current rent, and any excess shall be applied to delinquent rent, if any. Assignor specifically reserves the right to collect any rental delinquent as of the date hereof.

3. **Assumption.** Subject to the terms of the Grant of Easement, the Assignee has assumed all of the obligations of the Assignor as landlord under the Lease accruing subsequent to the date hereof, including, specifically, the obligation to account to all tenants for Security Deposits, if any, paid by such tenant to the Assignor, and the Assignee does hereby indemnify and hold the Assignor harmless from and against any and all such liabilities, claims or causes of action arising after the date hereof in connection with the Lease.

4. **Miscellaneous.**

(a) Amendments. No amendment, modification or cancellation of this Agreement shall be valid unless in writing and signed by all the parties hereto.

(b) Headings. The Paragraph and Subparagraph headings hereof are inserted for convenience and reference only and shall not alter, define, or be used in construing the text of such Paragraphs or Subparagraphs.

(c) Meaning of Particular Terms. Whenever used, the singular number shall include the plural and the plural the singular, and pronouns of one gender shall include all genders; and the words "Assignor" and "Assignee" shall include their respective heirs, personal representatives, successors and assigns.

(d) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Alabama.

(e) Invalidity of Particular Provisions. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions hereof shall nevertheless remain effective and shall be enforced to the fullest extent permitted by applicable law, and in lieu of such illegal or unenforceable provisions there shall be added automatically as

part of this Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable.

(f) No Delay or Waiver. No delay on the part of the Assignee in exercising any right hereunder or any failure to exercise the same shall operate as a waiver of such right; nor in any event shall any modification or waiver of the provisions hereof be effective unless in writing; nor shall any such waiver be applicable except in the specific instance for which given.

(g) Execution in Counterparts. This Agreement may be executed, acknowledged and delivered in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(h) Entire Agreement. The Grant of Easement executed contemporaneously herewith by and between Assignor and Assignees and this Assignment constitute the entire agreement among the parties with respect to the subject matter hereof. No oral understandings or agreements exist between the parties, all of which oral understandings or agreements are merged herein and of no further force and effect.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Amendment of Lease effective as of the date first written above.

ASSIGNOR:

William L. Rasberry
WILLIAM L. RASBERRY

STATE OF ALABAMA)
)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that **WILLIAM L. RASBERRY**, whose name is signed to the foregoing Assignment of Lease is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same on the day the same bears date.

Given under my hand and official seal this the 20th day of MARCH, 2020.

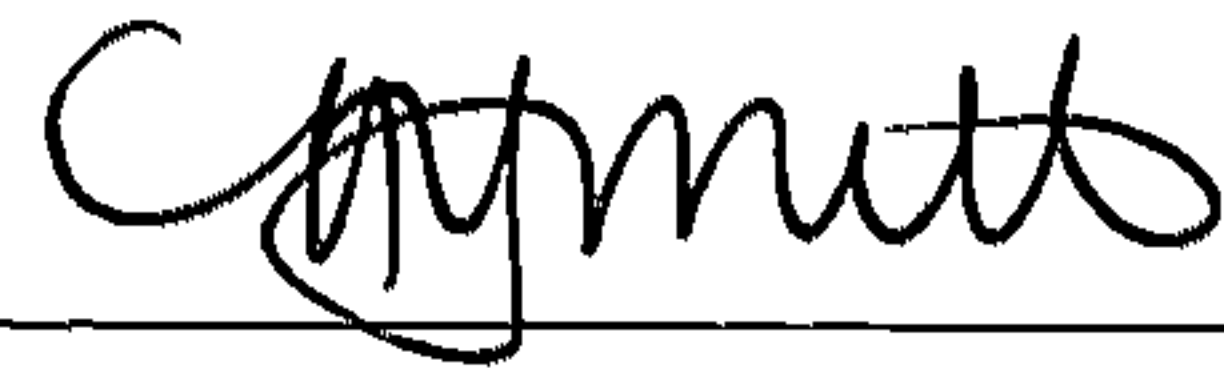


(Notary Seal)

3: Lionel Shufford
Notary Public
My Commission Expires: 01.31.2023

ASSIGNEE:

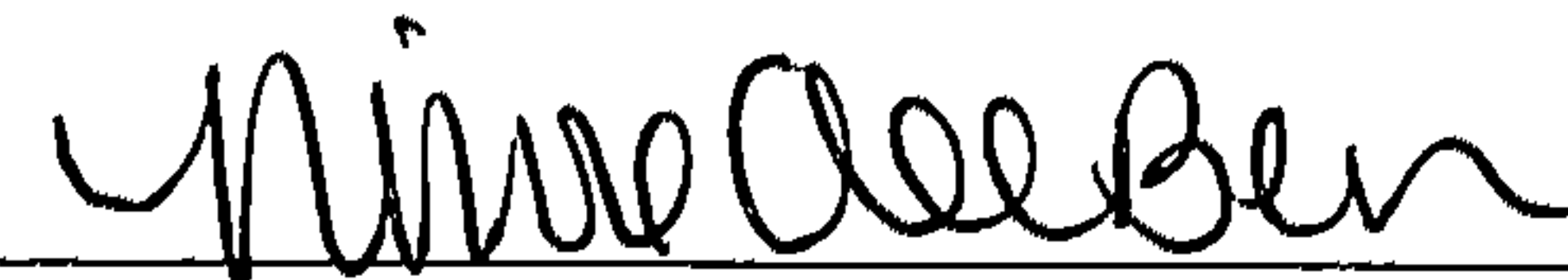
CROWN CASTLE TOWERS 09 LLC,
a Delaware limited liability company

By: 
Name: Helen V. Smith
Title: Director National RE Ops

STATE OF Texas)
Harris COUNTY)

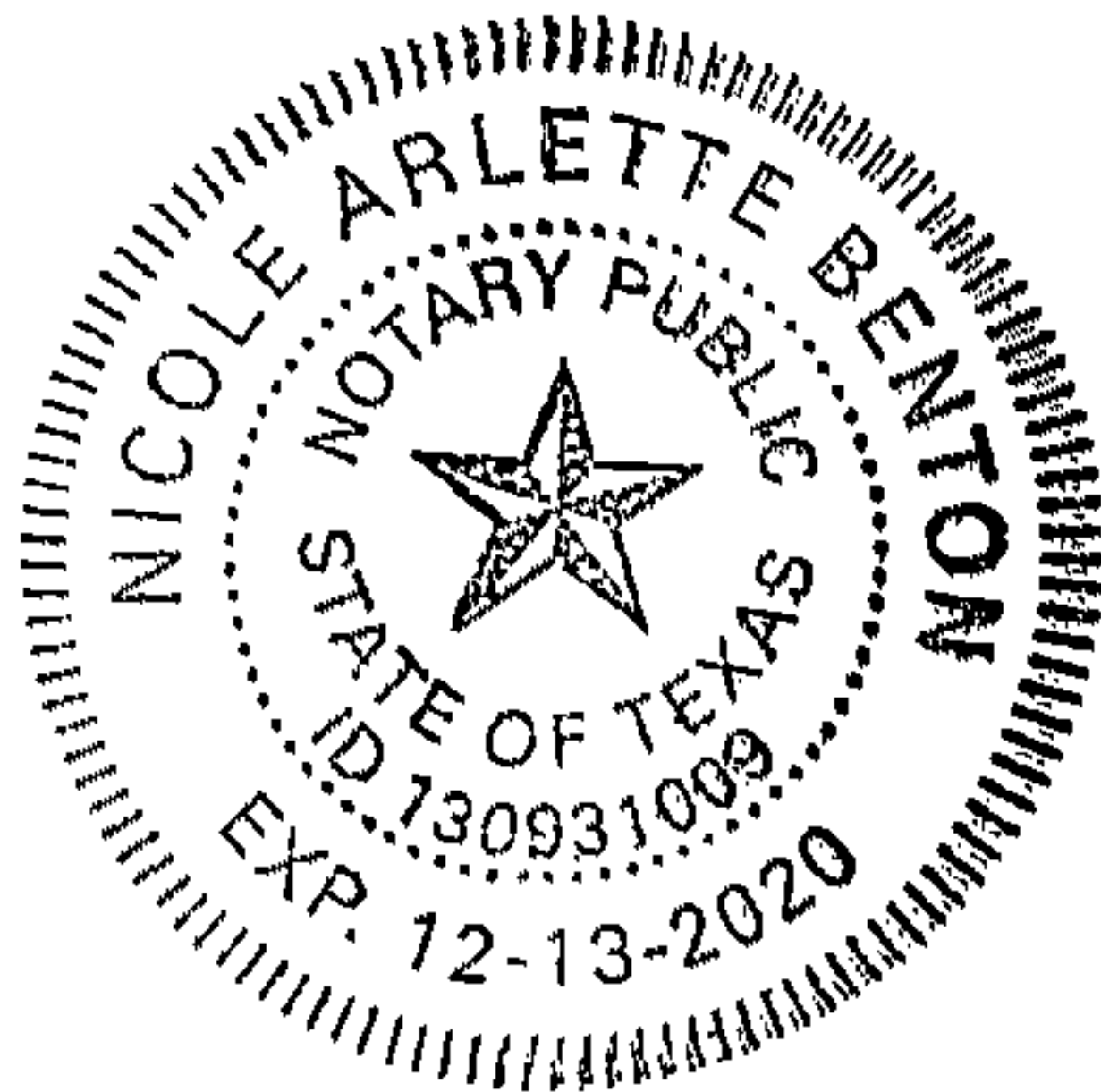
I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Helen V. Smith whose name as Direct. Nat. RE Ops of **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company, is signed to the foregoing Assignment of Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Assignment of Lease, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this the 24 day of March, 2020.


Notary Public

My Commission Expires: _____

(Notary Seal)



The undersigned hereby joins in this Assignment and Amendment of Lease solely for the purpose of consenting to the amendment of the Lease.

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation,
a Delaware corporation

Its: Manager

By:  (SEAL)

Name: Gram Meadors

Its: AVP Sourcing Operations,
Strategic Lease Management

STATE OF Georgia)

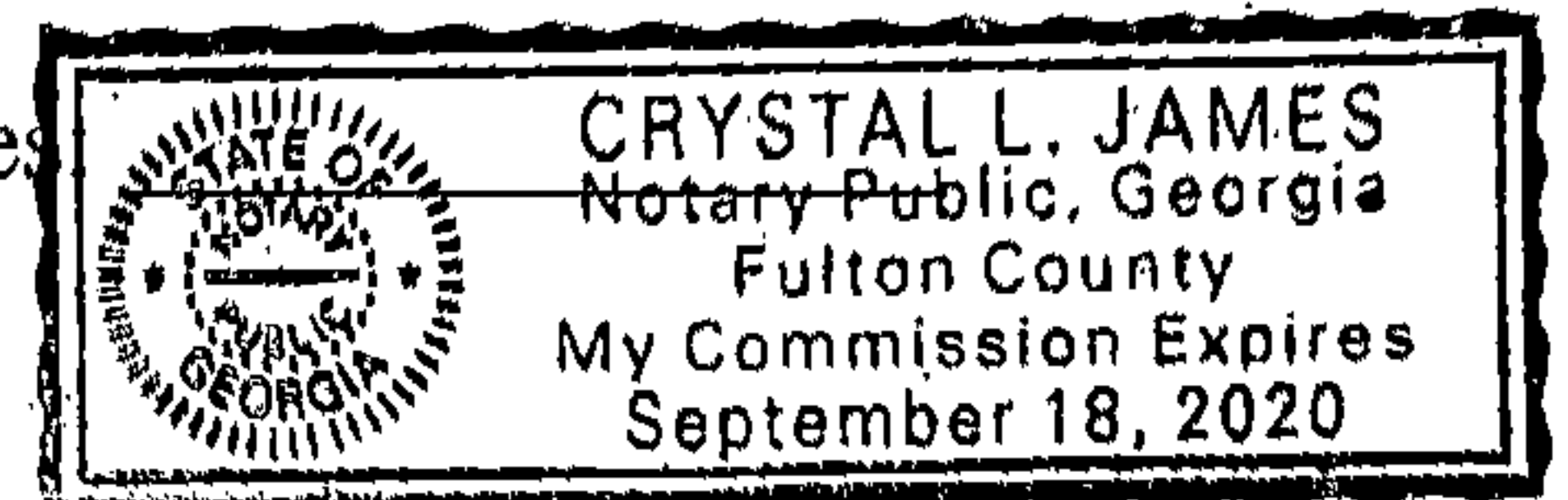
COUNTY OF Fulton)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, Gram Meadors, whose name as AVP Sourcing Operations, Strategic Lease Management of AT&T Mobility Corporation, Manager of **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, has signed the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 25th day of March, 2020.


Notary Public

My Commission Expires



[SEAL]

EXHIBIT "A"

SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA:

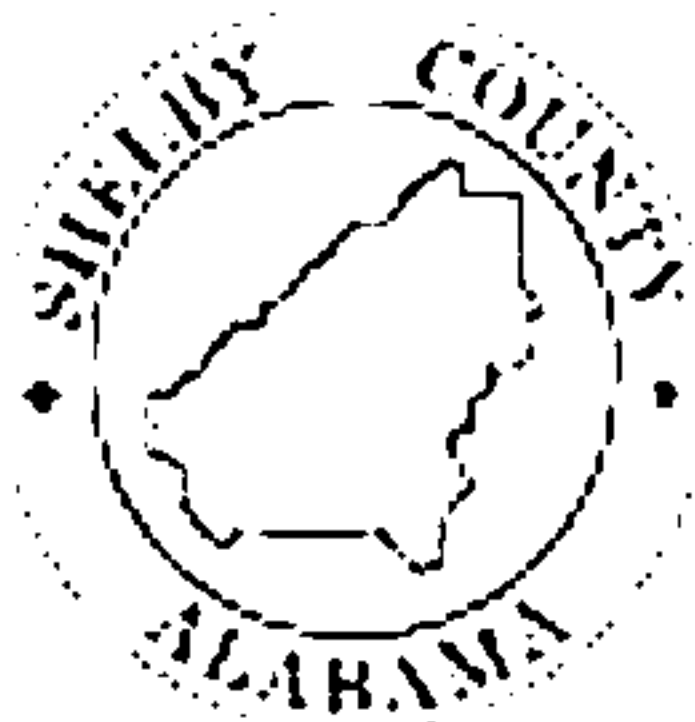
PARENT PARCEL:

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 3 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SAID 1/4 - 1/4 SECTION; THENCE IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID 1/4 - 1/4 SECTION, A DISTANCE OF 470.20 FEET; THENCE 140°16'30" RIGHT, IN A SOUTHWESTERLY DIRECTION, A DISTANCE OF 74.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE, A DISTANCE OF 100.00 FEET; THENCE 71°20' LEFT, IN A SOUTHEASTERLY DIRECTION, A DISTANCE OF 264.94 FEET; THENCE 104°50'30" LEFT, IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 100.00 FEET; THENCE 75°30' LEFT, IN A NORTHWESTERLY DIRECTION A DISTANCE OF 271.40 FEET TO THE POINT OF BEGINNING.

TAX I.D. NUMBER: 11-07-25-4-001-004.000

BEING THE SAME PROPERTY CONVEYED TO WILLIAM L. RASBERRY, GRANTEE, FROM SEQUOIA CONSTRUCTION COMPANY, GRANTOR, BY DEED RECORDED 11/30/2006, AS INSTRUMENT NO. 20061130000582010 OF THE SHELBY COUNTY RECORDS.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/02/2020 12:38:41 PM
\$42.00 JESSICA
20200402000129170

Allen S. Bayl