

20211026000518530
10/26/2021 10:07:43 AM
ASSIGN 1/5

**This Document Prepared By and After
Recordation, Return to:
American Tower Corporation
10 Presidential Way
Woburn, MA 01801
ATC Site Number: 300243
ATC Site Name: Saginaw AL 2
Prior Recording Reference:**

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS,

THIS ASSIGNMENT (this "Assignment") is made effective as of the July 9, 2014, by and between SpectraSite Communications, LLC, a Delaware limited liability company, whose mailing address is 10 Presidential Way, Woburn, MA 01801 (the "Assignor"), to American Tower Asset Sub, LLC, a Delaware limited liability company, whose address is 10 Presidential Way, Woburn, MA 01801 (the "Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, being the current owner and holder of all of the lessee's interest under the Agreement (as hereinafter defined) with full power and authority to execute and deliver this Assignment without joinder, further action or consent by any party, does by these presents hereby grant, bargain, convey, sell, assign, transfer, set over and deliver unto the said Assignee, its successors, transferees, and assigns forever, and Assignee does, by its acceptance hereof, assume and accept all of the rights, obligations, title, interest of said Assignor under, in and to the Option and Ground Lease Agreement dated January 6, 2000 between Oscar Bryan Benson and Jean Harris Benson and SpectraSite Communications, Inc., for that certain real property described on Exhibit A attached hereto and made a part hereof, together with any and all net profit agreements, leases, subleases, license agreements, as applicable, together with all rights of ingress/egress, utilities placements or other rights related thereto or described therein (collectively, the "Agreement"), with full rights of substitution and subrogation with respect to said Agreement.

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Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor has executed this Assignment to be effective as of the date first set forth above.

ASSIGNOR

SpectraSite Communications, LLC,
a Delaware limited liability company

Signature: *Carol Maxime*

Print Name: Carol Maxime

Title: Senior Counsel, US Tower

Date: 4/20/2020

WITNESS

Signature: *Gina Nguyen*

Print Name: Gina Nguyen

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 20th day of April, 2020, before me, the undersigned Notary Public, personally appeared Carol Maxime, Senior Counsel, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Bich Ngoc Gina Thi Nguyen
Notary Public

Print Name: _____

My commission expires: _____



IN WITNESS WHEREOF, Assignee has executed this Assignment to be effective as of the date first set forth above.

ASSIGNEE

American Tower Asset Sub, LLC, a Delaware limited liability company

Signature: *Carol Maxime*

Print Name: Carol Maxime

Title: Senior Counsel, US Tower

Date: 4/20/2020

WITNESS

Signature: *Gina Nguyen*

Print Name: Gina Nguyen

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

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WITNESS my hand and official seal.

Bich Ngoc Gina Thi Nguyen
Notary Public

Print Name: _____

My commission expires: _____



EXHIBIT A

Property Description

Commence at the Northeast Corner of SE1/4 of NE1/4 of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, and run in a Westerly direction along the north line of said 1/4-1/4 a distance of 1263.0 feet to a point of a beginning, thence turn an angle of 100°53' to the left for a distance of 294.72 feet, thence turn an angle to the right of 74°06' and run a distance of 240.88 feet to the east Right of Way line of Highway #31, thence turn an angle to the right of 87°58' and run a distance of 52.89 feet; thence turn an angle of 7°06' to the right along said Right of Way line for a distance of 161.78 feet, thence turn an angle of 90° to the right and run 10 feet, thence turn an angle of 88°31' to the left along said Right of Way line for a distance of 210.76 feet to the North line of SW1/4 of NE1/4 of said Section 12; thence turn an angle of 110°14' to the right and run along the North line of said SW1/4 of NE1/4 and along the North line of said SE1/4 of NE1/4 a distance of 308.66 feet to point of beginning.

LESS AND EXCEPT that part conveyed to the City of Alabaster recorded in Volume 256, Page 836, more particularly described as follows:

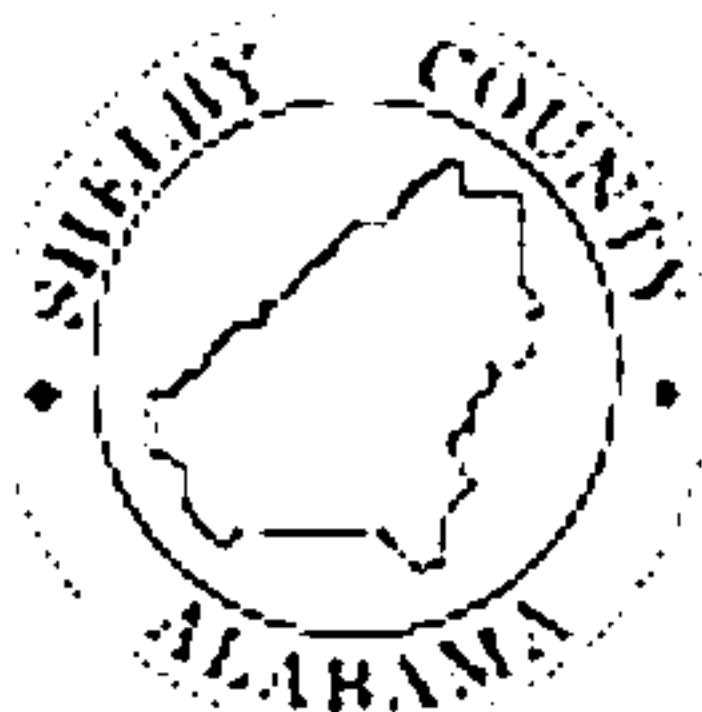
Commence at Northeast corner of SE1/4 of NE1/4 of Section 12, Township 21 South, Range 3 West and run in a westerly direction along to the north line of said 1/4-1/4 a distance of 1263.0 feet to point of beginning, thence continue along the same said course for a distance of 145.52 feet, thence turn an angle of 111°43' to the left for a distance of 157.30 feet, thence turn an angle of 95°04' to the left for a distance of 117.92 feet, thence turn an angle of 74°06' to the left for a distance of 94.72 feet to point of beginning.

Together with an 18 foot easement of uniform width, the westerly line being hereinafter described for roadway purposes over and along the following described land:

Commence at the northeast corner of the SE1/4 of NE1/4 Section 12, Township 21 South, Range 3 West and in a westerly direction along the north line of said quarter-quarter, run a distance of 1263.0 feet to the point of beginning; thence turn an angle of 100 deg. 53 min. to the left for a distance of 154.51 feet; thence continue along the same said course southerly for a distance of 210.91 feet; thence turn an angle of 1 deg. 46 min. to the right along said westerly right of way line for a distance of 100.65 feet; thence turn an angle of 20 deg. 55 min. to the right along said westerly right of way line of said easement for a distance of 139.23 feet; thence turn an angle of 22 deg. 00 min. to the right along the westerly right of way or northerly right of way line for a distance of 48.17 feet; thence turn an angle of 27 deg. 48 min. to the right along said right of way line for a distance of 63.40 feet to the easterly right of way line of U. S. Highway 31 and the end of said easement. The above easement is to be 18 feet of uniform width extending easterly from the above described westerly line.

The above described property is situated in the SE1/4 of NE1/4 and in the SW1/4 of NE1/4 of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama. Said easement shall be for the mutual benefit of all property abutting said roadway and shall not be construed as being exclusive as to any owners.

And being known as Shelby County, Alabama parcel: 23-1-12-0-000-026.000.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/26/2021 10:07:43 AM
\$34.00 CHERRY
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Allen S. Bayl