

20220414000154010  
04/14/2022 09:21:45 AM  
ASSIGN 1/5

**This Document Prepared By and After  
Recordation, Return to:  
American Tower Corporation  
ATTN: Richard P. Palermo, Esq.  
10 Presidential Way  
Woburn, MA 01801  
ATC Site Number: 300044/203031  
APN: See Exhibit A  
ATC Site Name: Roberta  
Prior Recording Reference:  
Official Records, Shelby County, Alabama:  
recorded March 7, 2012, Instrument No.  
20120307000080370;  
Instrument No. 20191206000451600,  
recorded December 6, 2019**

## **ASSIGNMENT**

**KNOW ALL MEN BY THESE PRESENTS,**

THIS ASSIGNMENT (this "Assignment") is made effective as of December 31, 2021, by and between American Towers LLC, a Delaware limited liability company, whose mailing address is 10 Presidential Way, Woburn, MA 01801 (the "Assignor"), and 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 grantee'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 and interest of said Assignor under, in and to the

Easement Agreement dated January 30, 2012 between Terry Habshey, Trustee of The Habshey First 1998 Irrevocable Trust and Arcturus Land Enterprises, LLC, a Delaware limited liability company, which entity is predecessor-in-interest to Assignor pursuant to the mesne assignments referenced hereinabove, encumbering all or part of that certain real property described on Exhibit A attached hereto and made a part hereof, as more specifically described in the foregoing instrument, together with any and all net profit agreements, other agreements, leases, subleases and license agreements related thereto or executed in connection therewith, as applicable, together with all amendments, 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.

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.

**WITNESSES:**

### ASSIGNOR:

**American Towers LLC**  
a Delaware limited liability company

Print Name:

By:

Name: Richard P. Palermo

**Title:** Senior Counsel

Print Name:

Address: 10 Presidential Way

City: Woburn

State: MA

Zip: 01801

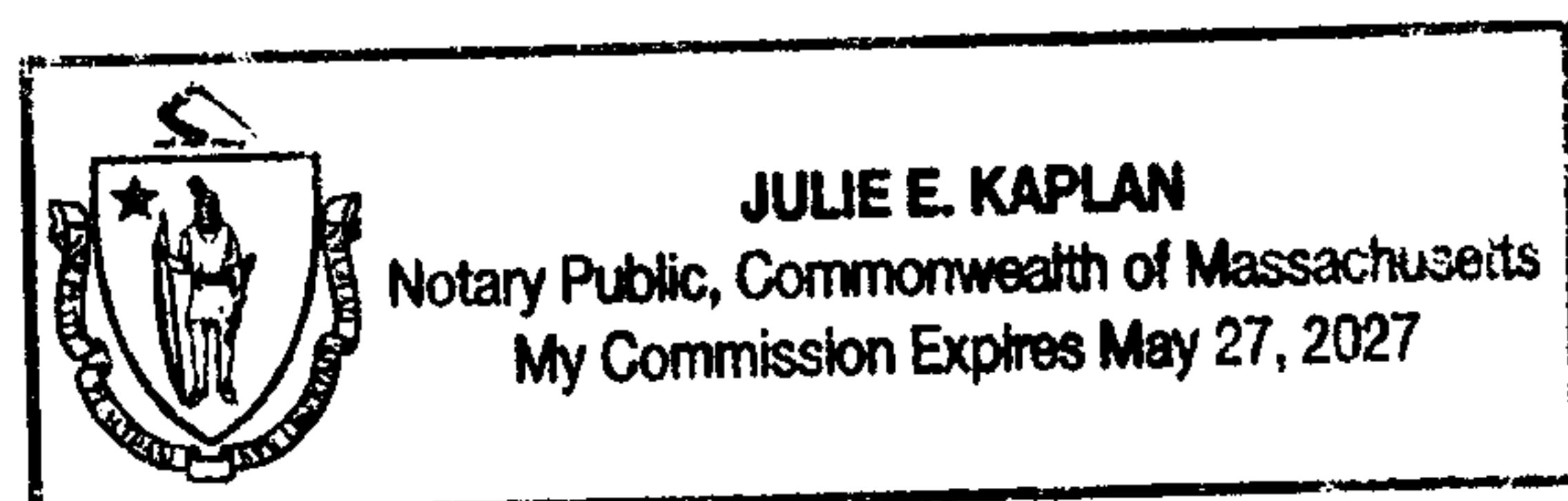
Commonwealth of Massachusetts )

County of Middlesex

On this 31<sup>st</sup> day of December, 2021, before me, the undersigned Notary Public, personally appeared Richard P. Palermo, Senior Counsel, proved to me through satisfactory evidence of identity, which was/were personal knowledge, to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose(.).

Signature of Notary Public

Printed name of Notary



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

**WITNESSES:**

Print Name: \_\_\_\_\_

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Print Name: \_\_\_\_\_

**ASSIGNEE:**

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

By:

**Name:** Richard P. Palermo

**Title:** Senior Counsel

**Address: 10 Presidential Way**

City: Woburn

State: MA

Zip: 01801

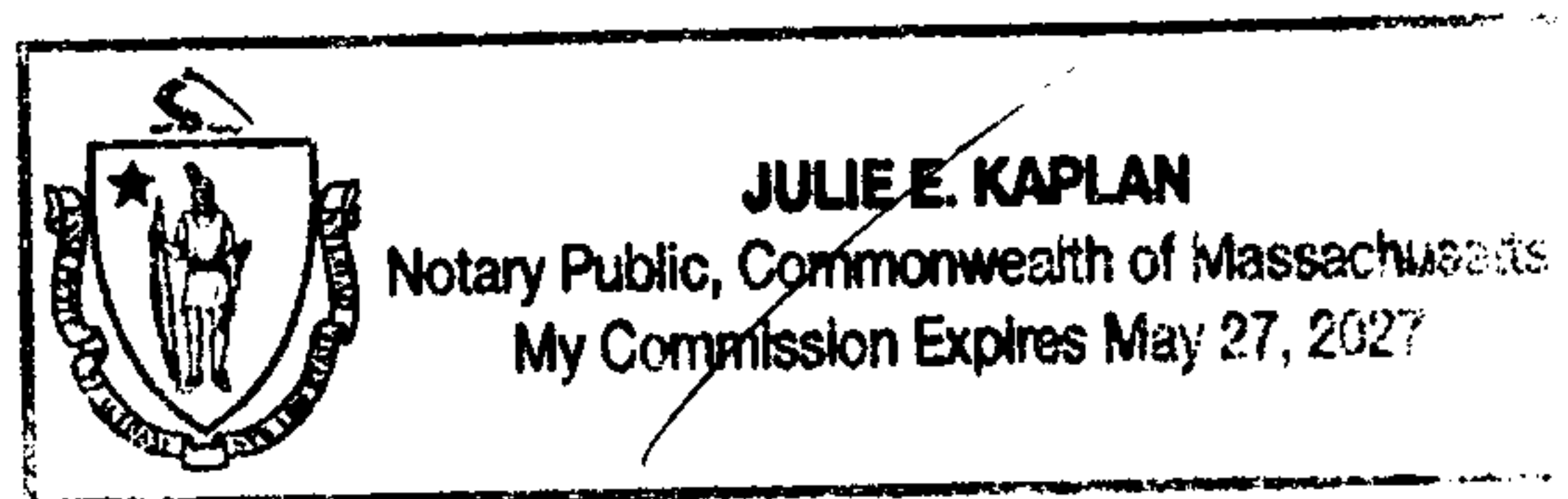
Commonwealth of Massachusetts )

County of Middlesex

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Signature of Notary Public

Printed name of Notary



**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

In the County of Shelby, Alabama

**Legal Description:**

Section lying West of Shelby County Road No. 89 and being more particularly described as follows:

Begin at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of Section 6, Township 24 North, Range 13 East and run south along the west line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section 239.62 feet to a point on the west right-of-way line of Shelby County Road No. 89, said point being on a curve to the right having a central angle  $10^{\circ} 37' 23''$  and a radius of 1412.73 feet; then turn  $156^{\circ} 49' 44''$  left to the chord of said curve and run 261.56 feet to the north line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section; thence turn  $113^{\circ} 38' 13''$  left and run 102.92 feet to the Point of Beginning. Containing 0.26 acres, more or less.

Parcel/Tax Number: 35-3-06-0-001-014.001

"This being the same property conveyed by Deed to Terry Habshey, Trustee of the Habshey First 1998 Irrevocable Trust from Terry M. Habshey recorded on 09-06-2011 in Doc # 20110906000262920, in the office of the Clerk of the Court for Shelby County, State of Alabama."



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
04/14/2022 09:21:45 AM  
\$34.00 JOANN  
20220414000154010

*Allen S. Bayl*