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ASSIGN 1/6

Prepared by and after
recording return to:
Josh Lawhead
Burch, Porter & Johnson, PLLC
130 North Court Avenue
Memphis, TN 38103

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is entered into as of December 1st, 2021 (the "Effective Date"), by and between **TVT I, LLC**, a Delaware limited liability company ("Assignor"), with its principal place of business at 495 Tennessee St., Ste. 152, Memphis, TN 38103, and **TVT II, LLC**, a Delaware limited liability company ("Assignee") with its principal place of business at 495 Tennessee St., Ste. 152, Memphis, TN 38103.

WITNESSETH

WHEREAS, Assignor and Assignee desire for the assignment by Assignor to Assignee of certain assets including, without limitation, all leases, licenses and other agreements regarding certain real property and real property interests; and

WHEREAS, Assignor wishes to assign to Assignee all of its right, title and interest in, to and under the instrument described on Exhibit A, attached hereto and made a part hereof (the "Lease").

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, Assignee and Assignor, intending to be legally bound, agree as follows:

1. Assignment of Lease. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Lease, being the same premises leased to Assignor on an "AS IS" basis without any representations or warranties, together with, but if and only to the extent Assignor has any such rights: (a) such rights of way and easements on, over, under, across and through adjoining lands, extending from the premises to the nearest convenient public road and of standard vehicular width as shall be necessary for ingress and egress to and from the premises; and (b) such other rights of way and/or easements, if applicable to run guy wires to such points on adjoining lands to properly support towers and install anchors to secure said guy wires.

2. Acceptance and Assumption of Lease. Assignee hereby accepts the assignment of the Lease and expressly assumes and covenants in favor of Assignor and the lessor, licensor or landlord under the Lease to discharge and perform, as and when due, all obligations of Assignor under the Lease accruing, arising out of, or relating to events or occurrences from and after the Effective Date.

3. Exhibits. Assignee acknowledges and agrees that Assignor makes no representations or warranties as to the accuracy or completeness of any information contained in Exhibit A or Exhibit A-1 attached hereto.

4. Counterparts; Facsimile 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 signatures on this Assignment shall be deemed to be original signatures.

5. 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 intent of this Assignment and the transactions contemplated hereby.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to choice of law principles.

[SIGNATURE PAGES IMMEDIATELY FOLLOWING]

Site No: AL5044

Site Name: Morgan Creek

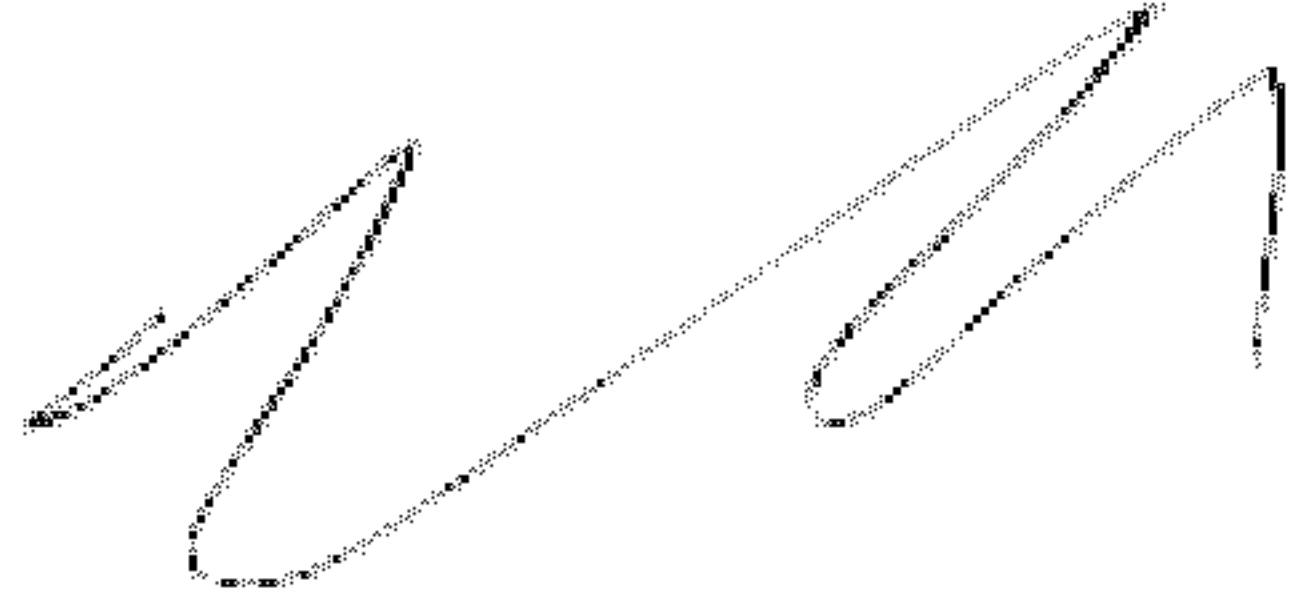
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[Assignor Signature Page to Assignment and Assumption of Ground Lease]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment to be effective as of the date first above written.

Assignor:

TVT I, LLC
a Delaware limited liability company



By: _____
William Orgel, President

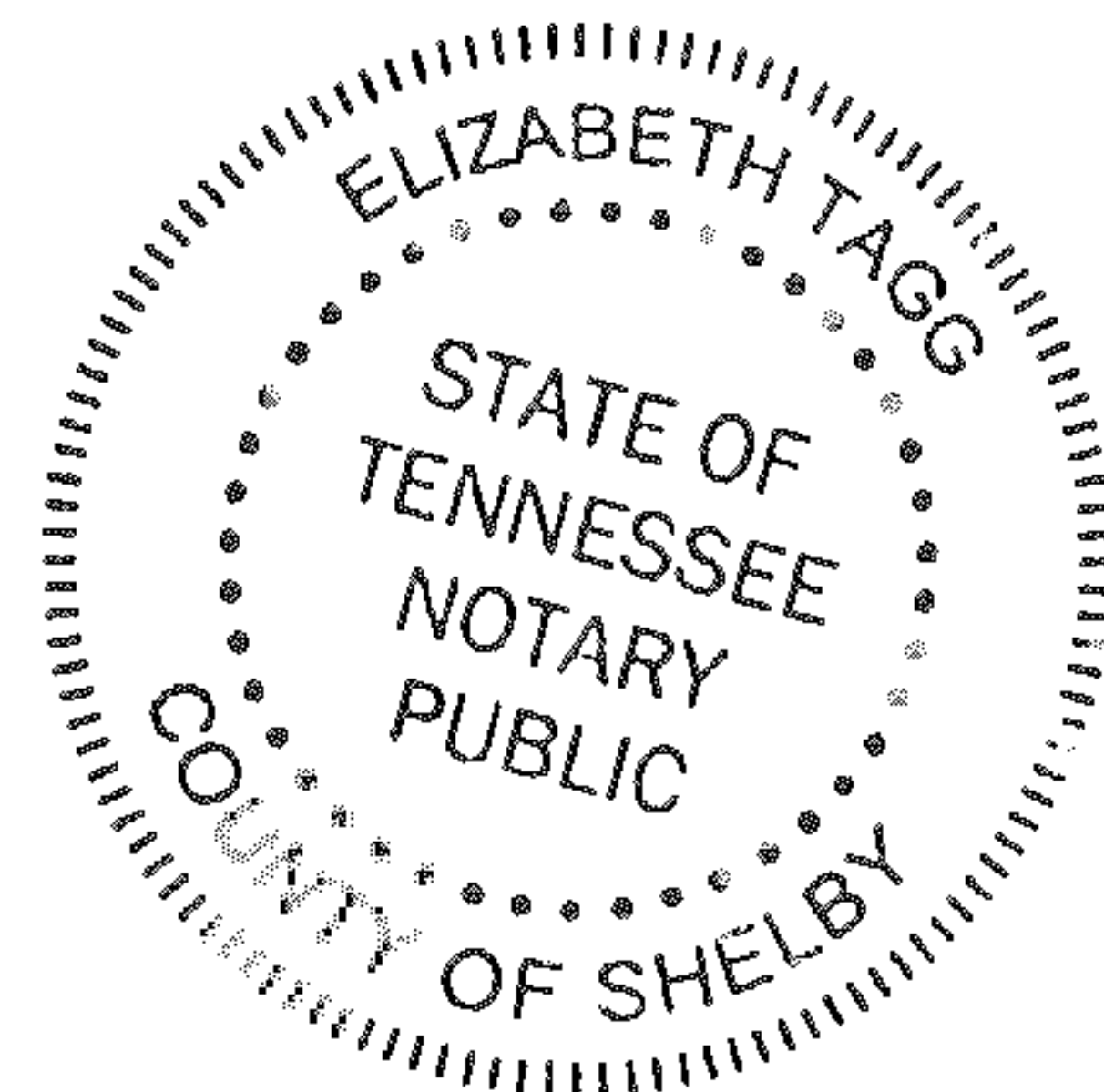
**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of TVT I, LLC, a Delaware limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this 1st day of December, 2021.

Elizabeth Tagg
Notary Public

My Commission Expires: 4-1-23



Site No: AL5044

Site Name: Morgan Creek

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[Assignee Signature page to Assignment and Assumption of Ground Lease]

Assignee:

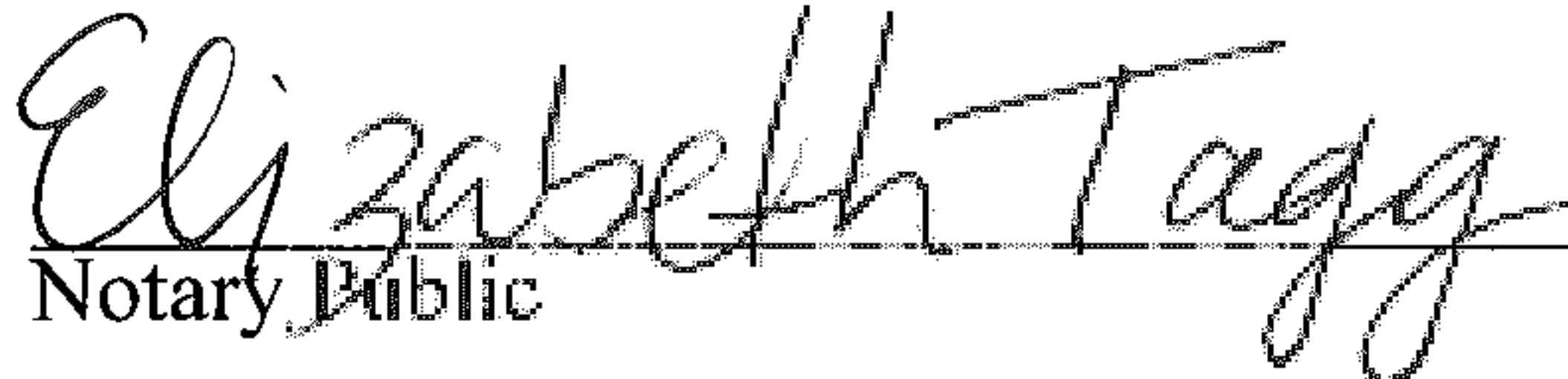
TVT II, LLC
a Delaware limited liability company

By: 
William Orgel, President

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of TVT II, LLC, a Delaware limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this 1st day of December, 2021.


Notary Public

My Commission Expires: 4-1-23

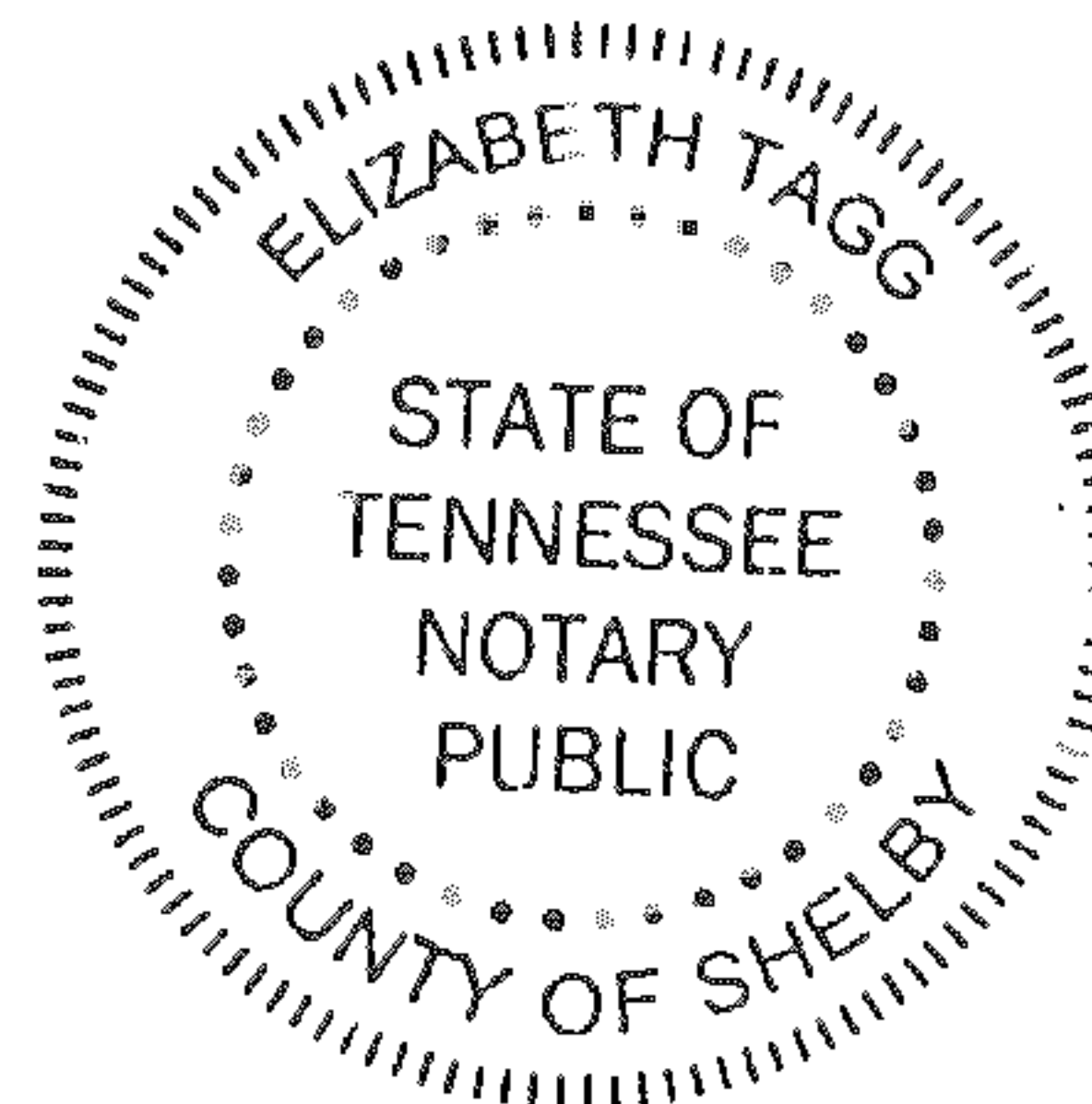


EXHIBIT A

Site ID: AL5044

Site Name: Morgan Creek

Instrument Type Name: Communications Site Lease Agreement (Ground); as assigned to Tower Assets Newco IX LLC by that certain Assignment and Assumption of Lease Agreement dated August 29, 2014; and as thereafter amended

Lessor Name: Charles H. Peay Jr.

Original Lessee Name: Nextel South Corporation d/b/a Nextel Communications

Current Lessee Name: TVT I, LLC

Lease Execution Date: July 27, 2004

Recording Information: Amendment to Site Lease Agreement recorded in Shelby County, AL at Instrument No. 20141124000370330; Assignment and Assumption of Ground Lease recorded in Shelby County, AL at Instrument No. 20191217000465590

Legal Description of Site: See Exhibit A-1

Exhibit A-1

Shelby County, Alabama

to wit:

All that part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 17, lying North and Northeasterly of Narrow Road and the NE $\frac{1}{4}$ of said Section 17, Township 20 South, Range 2 East, containing 180 acres, more or less, less and except the Wallace Family Cemetery property described as follows: White Cemetery: Commence at the Southeast corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Sec. 17, Township 20 South, Range 2 East, thence run North along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 168.85 feet; thence turn an angle of 82 deg. 46 min. 27 sec. to the left and run a distance of 524.20 feet to the point of beginning; thence turn an angle of 90 deg. to the left and run a distance of 135.91 feet; thence turn an angle of 90 deg. 00 min. to the right and run a distance of 292.74 feet; thence turn an angle of 90 deg. 00 min. to the right and run a distance of 313.23 feet; thence turn an angle of 90 deg. 00 min. to the right and run a distance of 292.74 feet; thence turn an angle of 90 deg. 00 min. to the right and run a distance of 176.32 feet to the point of beginning. Situated in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Sec. 17, Township 20 South, Range 2 East, Shelby County, Alabama. Also, less and except: Commence at the Southeast corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Sec. 17, Township 20 South, Range 2 East, thence run North along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 168.85 feet to the point of beginning; thence turn an angle of 77 deg. 13 min. 33 sec. to the right and run a distance of 195.07 feet to the right-of-way of Alabama Highway No. 25, thence turn an angle of 85 deg.

16 min. 54 sec. to the left and run along said Hwy. R/W a distance of 60.2 feet; thence turn an angle of 94 deg. 43 min. 06 sec. to the left and run a distance of 724.23 feet; thence turn an angle of 90 deg. 00 min. to the left and run a distance of 60.00 feet; thence turn an angle of 90 deg. 00 min. to the left and run a distance of 524.20 feet to the point of beginning. Situated in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Sec. 16 and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 17, Township 20 South, Range 2 East.

Also, less and except the following which is used for Black Cemetery, or such portion thereof as is located within the confines of this said Parcel 2: Black Cemetery: Commence at the Southeast corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Sec. 17, Township 20 South, Range 2 East; thence run West along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 909.22 feet to the point of beginning; thence turn an angle of 111 deg. 31 min. 53 sec. to the left and run a distance of 194.06 feet; thence turn an angle of 89 deg. 10 min. 01 sec. to the right and run a distance of 213.67 feet; thence turn an angle of 96 deg. 56 min. 28 sec. to the right and run a distance of 132.60 feet; thence turn an angle of 14 deg. 57 min. 12 sec. to the right and run a distance of 281.72 feet; thence turn an angle of 117 deg. 21 min. 38 sec. to the right and run a distance of 148.12 feet; thence turn an angle of 41 deg. 34 min. 41 sec. to the right and run a distance of 86.78 feet to the point of beginning. Situated in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 17, Township 20 South, Range 2 East.

Also, except a perpetual right-of-way or an easement for purpose of ingress and egress to and from the Black Cemetery which easement is described as follows: Fifteen (15) feet on either side of a centerline described as: Commence at the Southeast corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 17, Township 20 South, Range 2 East, thence run West along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 713.21 feet to the point of beginning; thence turn an angle of 66 deg. 27 min. 18 sec. to the left and run a distance of 150.14 feet; thence turn an angle of 44 deg. 06 min. 26 sec. to the right and run a distance of 76.03 feet to the point of ending. Situated in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 17, Township 20 South, Range 2 East. Fifteen (15) feet on either side of a centerline described as: Commence at the Southeast corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 17, Township 20 South, Range 2 East, thence run West along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 713.21 feet to the point of beginning; thence turn an angle of 116 deg. 34 min. 44 sec. to the right and run a distance of 121.28 feet to the point of ending. Situated in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 17, Township 20 South, Range 2 East.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 09/09/2022 10:11:51 AM
 \$38.00 JOANN
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Allie S. Bevil