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**Prepared by:**

Robert W. Mouton, Esq.  
Locke Lord LLP  
601 Poydras Street, Suite 2660  
New Orleans, LA 70130

**Return to:**

Christian A. Farmakis  
Babst, Calland, Clements and Zomnir, P.C.  
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Pittsburgh, PA 15222 13054057  
(412) 394-5400

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**ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENT**

This Assignment and Assumption of Easement Agreement (this "**Assignment**") is made and entered into as of the 6<sup>th</sup> day of April, 2018, but effective as of the 30th day of April, 2018 (the "**Effective Date**") by and between **Global Tower Assets, LLC**, a Delaware limited liability company, successor-in-interest to GLP Cell Site IV, LLC, f/k/a T4 Unison Site Management LLC, a Delaware limited liability company (the "**Assignor**"), and **Global Signal Acquisitions IV LLC**, a Delaware limited liability company (the "**Assignee**"). Assignor and Assignee are sometimes referred to herein individually as a "**Party**" and collectively referred to herein as the "**Parties**".

WHEREAS, Assignor and Assignee are parties to that certain Site Exchange Agreement dated November 7, 2016, as amended by that certain Amended and Restated Site Exchange Agreement dated as of March 6, 2017 (as the same may have been further amended from time to time, collectively, the "**Exchange Agreement**"), pursuant to, and upon the terms of which, Assignor and Assignee have agreed to assign, transfer and convey all of their respective right, title and interest in and to certain assets, including, without limitation, real property interests, to each other, and to transfer certain obligations related thereto, all as more particularly described in the Exchange Agreement; and

WHEREAS, Assignor is the grantee pursuant to that certain easement agreement described on **Exhibit A** attached hereto and by this reference incorporated herein (as the same may have been

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Crown BU# / Site Name: 826355/Oakmont\_Plaza

ATC Site # / Siterra Site #/ Site Name: US-UT-9008/ 396391/ Linda L Channell Properties

amended, modified or assigned from time to time, collectively, the "**Easement Agreement**", and together with any hereinbelow described Net Profits Agreement, Letter Agreement and Ground Lease, as applicable, the "**Easement Documents**"), pursuant to which the grantor specified in **Exhibit A** (hereinafter, the "**Grantor**") granted and conveyed to Assignor an easement in, to, under and over a certain portion of real property owned by the Grantor (the real property owned by the Grantor, hereinafter, the "**Property**", which Property is more particularly described in **Exhibit A-1** attached hereto and by this reference incorporated herein; and such portion of the Property subject to the Easement Agreement, hereinafter, the "**Easement Area**", which Easement Area is more particularly described in **Exhibit B** attached hereto and by this reference incorporated herein); and

WHEREAS, Assignor is also the current landlord under that certain lease agreement described on **Exhibit C** attached hereto and by this reference incorporated herein (as the same may have been amended, modified or assigned from time to time, collectively, the "**Ground Lease**"), and which Ground Lease demises a portion of the Property; and

WHEREAS, Assignor is also party to that certain Net Profits Agreement dated August 5, 2008 by and between Assignor and the Grantor (as the same may have been amended, modified or assigned from time to time, collectively the "**Net Profits Agreement**");

WHEREAS, the Parties hereby desire to effect such assignments, transfers and assumptions;

**NOW, THEREFORE**, in consideration of the representations, warranties, covenants and agreements contained in the Exchange Agreement, the Parties hereto hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meaning given to such terms in the Exchange Agreement.
2. **Assignment and Transfer of Easement Documents.** As of the Effective Date, Assignor hereby assigns and transfers unto Assignee, and Assignee hereby accepts from the Assignor, all of the right, title and interest of Assignor in, to and under the Easement Documents, upon the terms and subject to the conditions of the Exchange Agreement and the Easement Documents, respectively. Notwithstanding anything in this Assignment to the contrary, but without limiting any of the Parties' duties and obligations arising under this Assignment, this Assignment shall not constitute an assignment or transfer hereby of any right, title and interest of Assignor in, to and under an Easement Document if an attempted assignment or transfer, without the authorization of a third party thereto, would constitute a breach or violation of such Easement Document, or in any way adversely affect the rights of Assignee thereunder, but only to the extent such authorization has not been obtained. If any authorization described in the preceding sentence is not obtained, or if any attempt at an assignment, transfer or other conveyance thereof would be ineffective or would affect the rights of the Assignor thereunder so that, after the applicable Closing Date, the Assignee would not in fact receive all such rights or obtain the benefits and rights contemplated by this Assignment and the Exchange Agreement, then the Assignee may elect to pursue certain options, as more particularly described in Section 2(c) of

the Exchange Agreement.

3. **Assumption of Easement Documents**. As of the Effective Date, Assignor hereby assigns and transfers to Assignee, and Assignee assumes and agrees to keep, observe and perform all of the terms, covenants, agreements, conditions and obligations (other than Pre-Closing Liabilities), pursuant to the Easement Documents. The Assignee assumes and agrees to keep, observe and perform those terms, covenants, agreements, conditions and obligations (other than Pre-Closing Liabilities), with the same force and effect as if the Assignee instead of Assignor (or any predecessor of the Assignor) had originally signed the Easement Documents.
4. **Terms of Exchange Agreement Control**. The provisions of this Assignment are subject, in all respects, to the terms and conditions of the Exchange Agreement, including, without limitation, all of the covenants, agreements, representations, and warranties contained therein, which shall survive the execution and delivery of this Assignment to the extent provided in the Exchange Agreement. Neither the making nor the acceptance of this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, or in any way affect the terms and conditions of the Exchange Agreement. In the event of any conflict or inconsistency between the terms and conditions of this Assignment and the terms and conditions of the Exchange Agreement, the terms and conditions of the Exchange Agreement shall control.
5. **Amendments**. This Assignment may not be amended, modified or terminated except by an instrument in writing executed by the parties to this Assignment.
6. **Interpretation and Construction**. This Assignment shall be subject to the provisions set forth in Sections 30(g) and 30(h) of the Exchange Agreement, except to the extent that any contrary or different terms are set forth herein.
7. **Successors and Assigns**. This Assignment shall inure to the benefit of and be binding upon Assignor, Assignee, and their respective successors and assigns. Except as permitted under Section 30(d) of the Exchange Agreement, no Party may transfer or assign this Assignment or any of its rights hereunder, without the prior written consent of the other Party. Notwithstanding the foregoing, a Party may assign this Assignment to an Affiliate or to a party acquiring such Party or all or substantially all of the assets of such Party, provided, however, that the terms of any such acquisition may not impair, in any substantive way, either Party's ability to perform this Assignment.
8. **Notice**. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:

To Assignor: American Towers LLC  
Attn: Landlord Relations  
10 Presidential Way  
Woburn, MA 01801

To Assignee: Crown Castle USA Inc  
c/o Crown Castle International  
Corp.  
Attn: Senior Vice President,  
Corporate Development  
1220 Augusta Drive, Suite 600  
Houston, TX 77057

With copy to: American Towers LLC  
Attn: General Counsel  
116 Huntington Avenue  
11th Floor  
Boston, MA 02116

With copy to: Crown Castle USA Inc  
c/o Crown Castle International  
Corp.  
Attn: Senior Vice President and  
General Counsel  
1220 Augusta Drive, Suite 600  
Houston, TX 77057

American Towers LLC  
Attn: Shawn Lanier, VP Legal  
10 Presidential Way  
Woburn, MA 01801

Either Party, by written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

9. **Governing Law.** Notwithstanding anything to the contrary contained in this Assignment, this Assignment shall be governed and construed in all respects in accordance with the laws of the State of New York (except to the extent the laws of the State or Commonwealth in which the Property is situated are mandatorily applicable, in which case the laws of such State or Commonwealth shall govern to the extent required), without regard to the conflicts of laws provisions of New York, or, as applicable, such State or Commonwealth. Any dispute directly related to the breach of this Assignment shall be resolved in accordance with Section 30(e) of the Exchange Agreement.
10. **Counterpart Signatures.** This Assignment may be executed in several counterparts, each of which when so executed and delivered shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument, binding on all of the Parties, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Assignment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Assignment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Assignment

by all Parties to the same extent as an original signature.

11. **No Merger**. It is the intent of the Assignee that the landlord interest in the Ground Lease shall not merge with the tenant interest in the Ground Lease, notwithstanding that both leasehold interests may be held at any time by the same party.

*END OF DOCUMENT – SIGNATURE PAGES TO FOLLOW*

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by their respective duly authorized officers to be duly effective as of the Effective Date written above.

**ASSIGNOR:**

**Global Tower Assets, LLC,**  
a Delaware limited liability company

Signature: \_\_\_\_\_  
Print Name: Shawn Lanier  
Title: Vice President, US Legal

**WITNESSES:**

Signature: \_\_\_\_\_  
Print Name: Michael D. Pietro

Signature: \_\_\_\_\_  
Print Name: Julie Kaplan

**WITNESS AND ACKNOWLEDGEMENT**

**COMMONWEALTH OF MASSACHUSETTS**

**COUNTY OF MIDDLESEX**

On this 20<sup>th</sup> day of April, 2018, before me, Renee Byrd the undersigned Notary Public, personally appeared Shawn Lanier, proved to me through satisfactory evidence of identity, which was/were personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose(.).

X as Vice-President, US Legal for Global Tower Assets, LLC



**RENEE BYRD**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
April 27, 2023

Signature: \_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed name of Notary

Place Notary Seal and/or Stamp Above

My Commission Expires \_\_\_\_\_

SIGNATURES CONTINUE ON NEXT PAGE

**ASSIGNEE:**

**Global Signal Acquisitions IV LLC,**  
a Delaware limited liability company

Signature: [Handwritten Signature]  
Print Name: R. Christopher Mooney  
Title: Vice President – Real Estate Acquisitions

**WITNESSES:**

Signature: [Handwritten Signature]  
Print Name: J. V. Boudet

Signature: [Handwritten Signature]  
Print Name: TARA CRODA

**WITNESS AND ACKNOWLEDGEMENT**

**STATE OF TEXAS**

**COUNTY OF HARRIS**

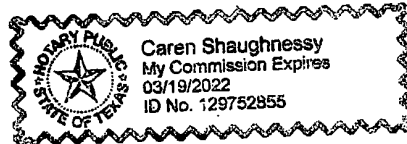
This instrument was acknowledged before me on April 6, 2018, by R. Christopher Mooney, Vice-President, Real Estate Acquisition of Global Signal Acquisitions IV LLC, a Delaware limited liability company, on behalf of said company.

[Handwritten Signature]  
Notary Public  
My commission expires: 3.19.22

SEAL

**Attachments:**

- Exhibit A: Easement Agreement
- Exhibit A-1: Property
- Exhibit B: Easement Area
- Exhibit C: Ground Lease



**EXHIBIT A**

**EASEMENT AGREEMENT**

That certain Wireless Communication Easement and Assignment Agreement dated August 5, 2008, by and between Linda L. Channell Properties, L.L.C. ("**Grantor**"), as original easement grantor, and T4 Unison Site Management LLC, a Delaware limited liability company ("**T4**") as original easement grantee, recorded on August 8, 2008 with the records of Salt Lake County, Utah, at Book 9633, Page 5752, as assigned to Assignor pursuant to that certain Assignment and Assumption Agreement dated effective as of June 15, 2016, by and between GLP Cell Site IV, LLC, a Delaware limited liability company, f/k/a T4, as assignor, and Global Tower Assets, LLC, a Delaware limited liability company, as assignee, recorded on September 22, 2016, with the records of Salt Lake County, Utah, as Instrument No. 12370941.



EXHIBIT A-1

LEGAL DESCRIPTION OF PROPERTY

A PORTION OF LOT 159, SUNNYSIDE HEIGHTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDERS OFFICE AND A PORTION OF VACATED 2665 EAST STREET TAKEN AS A WHOLE DESCRIBED AS FOLLOWS:

BEGINNING NORTH 0°02'30" EAST 1138.67 FEET AND NORTH 89°57'30" WEST 133 FEET FROM THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°57'30" WEST 105.21 FEET; THENCE SOUTH 62°54' WEST 77.12 FEET; THENCE SOUTH 57°42' WEST 69.71 FEET; THENCE SOUTH 36°04'10" EAST 123.06 FEET; THENCE SOUTH 9°33'04" WEST 92.15 FEET; THENCE SOUTH 35°13'03" WEST 18.98 FEET; THENCE SOUTH 1°21'50" WEST 41.68 FEET; THENCE SOUTH 29°14'56" WEST 88.52 FEET; THENCE SOUTH 49°28'02" WEST 91.85 FEET; THENCE SOUTH 21°56' WEST 39.14 FEET; THENCE SOUTH 70°48' EAST 40.95 FEET; THENCE SOUTH 15° EAST 124.5 FEET; THENCE NORTH 59° EAST 99.07 FEET; THENCE SOUTH 89°42'30" EAST 108.738 FEET; THENCE NORTH 0°03' EAST 2.385 FEET; THENCE SOUTH 89°57' EAST 150.267 FEET; THENCE NORTH 0°02'30" EAST 448.98 FEET; THENCE WEST 100 FEET; THENCE NORTH 125 FEET TO THE POINT OF BEGINNING.

## **EXHIBIT B**

### **LEGAL DESCRIPTION OF EASEMENT AREA**

#### **COMMUNICATION EASEMENT**

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and the portion of the Property, and described as follows:

##### **Communication Easement #1:**

Commencing North 00° 02' 30" East, 1138.67 feet and North 89° 57' 30" West, 133 feet from the Southeast corner of Section 34, Township 1 South, Range 1 East, Salt Lake Base and Meridian; Thence North 89° 57' 30" West, 105.21 feet; Thence South 62° 54' 00" West, 77.12 feet; Thence South 57° 42' 00" West, 69.71 feet; Thence South 36° 04' 10" East, 123.06 feet; Thence South 09° 33' 04" West, 92.15 feet; Thence South 35° 13' 03" West, 18.98 feet; Thence South 01° 21' 50" West, 41.68 feet; Thence South 29° 14' 56" West, 88.52 feet to the Point of Beginning of Communication Easement #1; thence running South 00° 00' 00" East, 15.00 feet; Thence running North 90° 00' 00" East, 32.00 feet; thence running North 08° 58' 09" East, 36.00 feet; Thence running North 70° 00' 00" West, 23.00 feet; Thence running South 29° 14' 56" West, 32.84 feet to the Point of Beginning.

##### **Communication Easement #2:**

Commencing at the Southeast corner of Communication Easement #1, thence running along the southerly boundary of the Communication Easement, South 90° 00' 00" West, a distance of 16.00 feet to the Point of Beginning of Communication Easement #2. Thence running South 00° 00' 00" East, 10.00 feet; thence running South 90° 00' 00" West, 20.00 feet; thence running North 00° 00' 00" East, 10.00 feet; thence running North 90° 00' 00" East, 4.00 feet to the Point of Beginning.

#### **ACCESS AND UTILITY EASEMENTS**

That portion of the Property on which any Facilities exist on the date of this Agreement or provided by Site Owner under the Existing Agreements for access and utility providers, including the following:

All rights of ingress and egress across the Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, including but not limited to South 2700 East Street (hereinafter the "Access Easement"), along with the right to use said Access Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses. Said easement being more fully described as follows:

##### **Access and Utility Easement:**

A thirty (30) foot wide access and utility easement, the centerline of which is described as follows: Commencing at the Northwest corner of Communication Easement #1, thence running South 70° 00' 00" East a distance of 11.50 feet to the Point of Beginning; running North 29° 14' 56" East, a distance of 5.00 feet, more or less; thence running South 70° 00' 00" East, a distance of 16.50 feet to a point; Thence running North 00° 00' 00" East, a distance of 180.00 feet, more or less to a point; Thence running North 90° 00' 00" East, a distance of 315.00 feet to the westerly right of way line of South 2700 East Street.

**EXHIBIT C**

**GROUND LEASE**

That certain Site Lease With Option dated June 25, 1996 by and between Linda L. Channell Properties, L.C., as original landlord, and Western PCS II Corporation, as original tenant, evidence of which was recorded on December 14, 1999 with the records of Salt Lake County, Utah, at Book 8329, Page 5130 (or as Instrument No. 7533434), as amended by that certain First Amendment to Site Lease with Option dated June 30, 2006, as further amended by that certain Second Amendment to Site Lease with Option dated May 10, 2011, as affected by that certain Master Prepaid Lease and Management Agreement dated May 22, 2014, in favor of CCTMO LLC, a memorandum of which was recorded on June 18, 2014 with the records of Salt Lake County, Utah, at Book 10238, Page 9674 (or as Instrument No. 11867456).