

**This Instrument was prepared  
out of state by:**

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**After recording return by mail to:**

Old Republic National Title Insurance Company  
Commercial Department  
530 S. Main St. - Suite #1031  
Akron, OH 4431-4423  
330-436-6140 01-1116/130-02E

MNT-25007  
Tax ID: 09-020-0015 and 0036

**ASSIGNMENT AND ASSUMPTION OF EASEMENTS AND LEASES**

THIS ASSIGNMENT AND ASSUMPTION OF EASEMENTS AND LEASES (this "**Assignment**") is entered into as of the 16 day of November, 2011, by and between **CELL TOWER LEASE ACQUISITION LLC**, a Delaware limited liability company ("**Assignor**") with an address of 6809D Bowman's Crossing, Frederick, Maryland 21703-7150, and **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company ("**Assignee**") with a mailing address of 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317-8564.

WITNESSETH

WHEREAS, Assignor was the assignee and owner of the CCI Sites pursuant to that certain Assignment and Assumption Agreement (the "**Global Assignment**") dated as of September 16, 2011 (the "**Transfer Date**"), by and between Assignee and GLP LLC, a Delaware limited liability company, acting on behalf of and binding itself and its Subsidiaries and Affiliates, including, Assignor (collectively, "**GLP**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Global Assignment.

WHEREAS, on the Transfer Date, Assignor sold, assigned, transferred, conveyed and delivered to Assignee, among other interests, its interest in the easements described on **Exhibit A** (whether one or more,

Assignment and Assumption - Davis County - UT  
Site Name: JP's Texaco  
BU#880545

By: (Initials) BU Date 1/13/12 Doc Type B  
BUN: 876096 Lease/Lic 147472  
880545

the "Easements"), assigned to Assignor as described on Exhibit B, encumbering and benefiting the properties described on Exhibit C (the servient estates), for easements over the properties described on Exhibit D (the dominant estates), and including an assignment of the landlord's beneficial interest in the lease agreements described in the Easements, and any other interests granted by the grantee under the Easements (whether one or more, the "Leases").

WHEREAS, Assignor and Assignee desire to ratify and confirm the assignment and conveyance made on the Transfer Date and to record evidence of same in the applicable public records.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignment of Easements and Leases. Effective as of the Transfer Date, Assignor hereby ratifies and confirms its assignment and conveyance of all of its right, title, claim and interest in, to and under the Easements and Leases to Assignee and its successors and assigns, incorporating the terms of the Global Assignment in its entirety and for all purposes, as if set forth herein in its entirety.

2. Acceptance and Assumption of Easements and Leases. Assignee, as of the Transfer Date, hereby ratifies, confirms and restates its acceptance of the foregoing assignment of the Easements and Leases and assumes the applicable CCI Sites Assumed Liabilities (excluding any CCI Sites Excluded Liabilities).

3. Global Assignment Controls. Nothing in this Assignment shall be deemed to expand or diminish the scope of the rights of any party as set forth in the Global Assignment. If there is conflict or an apparent conflict between the provisions of the Global Assignment and the provisions of this Assignment, the provisions of the Global Assignment shall control.

4. Counterparts; Recitals; Exhibits. 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. The recitals set forth above, including all exhibits referenced herein, are a part of this Assignment and are attached hereto and incorporated herein for all purposes.

5. Successors and Assigns; Runs with the Land. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. 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 intents of this Assignment and the transactions contemplated hereby.

*[Signature page follows]*

[Signature page to Assignment and Assumption of Easements and Leases]

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

**Assignor:**

CELL TOWER LEASE ACQUISITION LLC,  
a Delaware limited liability company

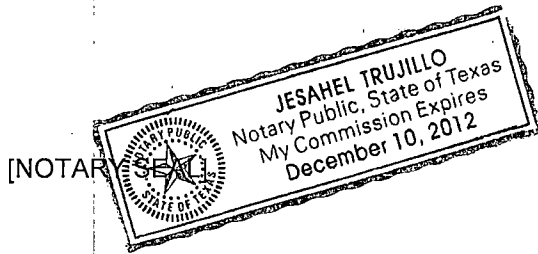
By: Global Signal Acquisitions IV LLC  
Attorney in fact by Limited Power of Attorney  
dated September 16, 2011

By: *Philip Kelley*  
Name: Philip Kelley  
Title: Sr. VP Corporate  
Development & Strategy

STATE OF Texas; COUNTY OF Harris

I, Jesabel Trujillo, a Notary Public of Harris County and State of Texas, do hereby certify that Phil Kelley, as SVP of Global Signal Acquisitions IV LLC, a Delaware limited liability company, the attorney in fact by Limited Power of Attorney dated September 16, 2011, for Cell Tower Lease Acquisition LLC, a Delaware limited liability company, personally came before me and acknowledged that he serves in such capacity and in such capacity has been authorized to execute the foregoing Assignment and Assumption of Easements and Leases on behalf of said entity.

Witness my hand and official stamp or seal this 16 day of November, 2011.



*Jesabel Trujillo*  
Notary Public  
Print Name: Jesabel Trujillo  
My Commission Expires: 12-10-12

[Signature page to Assignment and Assumption of Easements and Leases]

**Assignee:**

GLOBAL SIGNAL ACQUISITIONS IV LLC,  
a Delaware limited liability company

By: *Philip Kelley*  
Name: Philip Kelley  
Title: Sr. VP Corporate  
Development & Strategy

STATE OF Texas; COUNTY OF Harris

I, Jesabel Trujillo, a Notary Public of Harris County and State of Texas, do hereby certify that Philip Kelley as SVP of Global Signal Acquisitions IV LLC, a Delaware limited liability company, personally came before me and acknowledged that he serves in such capacity and in such capacity has been authorized to execute the foregoing Assignment and Assumption of Easements and Leases on behalf of said entity.

Witness my hand and official stamp or seal this 16 day of November, 2011.

*Jesabel Trujillo*  
Notary Public  
Print Name: Jesabel Trujillo  
My Commission Expires: 12-10-12

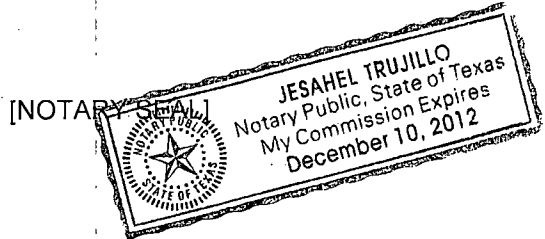


Exhibit A

Each of the Easement and Assignment Agreements recorded in this County as described below:

<u>Site Name and BU#</u>	<u>Date of Document</u>	<u>Date of Recording</u>	<u>Instrument No. or Book/Page (as applicable)</u>
JP's Texaco BU#880545	2/28/2005	4/13/2005	Book 3766, Page 473 Entry #2065859

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BU#880545

Exhibit B

Assigned by that document recorded in this County as described below

<u>Site Name and BU#</u>	<u>Date of Document</u>	<u>Date of Recording</u>	<u>Instrument No. or Book/Page (as applicable)</u>
JP's Texaco BU#880545	2/28/2005	4/13/2005	Book 3766; Page 485 Entry #2065860

## Exhibit C

### The Encumbered Property

#### Parcel 1:

TAX ID: 09-020-0036

BEGINNING ON THE SOUTH LINE OF A HIGHWAY AT A POINT SOUTH 113.0 FEET AND NORTH 89°51' WEST 749.0 FEET ALONG THE SOUTH LINE OF SAID HIGHWAY FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, IN THE CITY OF CLEARFIELD, SAID POINT BEING 175.0 FEET SOUTH 89°52' EAST ALONG SAID HIGHWAY FROM ITS POINT OF INTERSECTION WITH THE EAST LINE OF THE DAVIS AND WEBER COUNTY CANAL RIGHT OF WAY; AND RUNNING THENCE SOUTH 0°08' WEST 150.0 FEET; THENCE NORTH 89°52' WEST 174.69 FEET, MORE OR LESS, TO THE EAST LINE OF SAID CANAL RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG AN ARC OF A 80.0 FOOT RADIUS CURVE TO THE LEFT ALONG SAID CANAL RIGHT OF WAY, AN ARC DISTANCE OF 64.69 FEET; THENCE SOUTH 38°39' WEST 3.5 FEET; THENCE SOUTH 51°07' EAST 221.35 FEET, MORE OR LESS, ALONG SAID CANAL RIGHT OF WAY TO A POINT SOUTH 0°08' WEST FROM A POINT SOUTH 89°52' EAST 25.0 FEET ALONG SAID HIGHWAY FROM THE POINT OF BEGINNING; THENCE NORTH 0°08' EAST 347.35 FEET TO THE SOUTH LINE OF SAID HIGHWAY; THENCE NORTH 89°52' WEST 25.0 FEET ALONG SAID HIGHWAY TO THE POINT OF BEGINNING.

#### Parcel 2:

TAX ID: 09-020-0015

BEGINNING ON THE EAST LINE OF THE DAVIS AND WEBER COUNTIES CANAL COMPANY RIGHT OF WAY AND THE SOUTH LINE OF A HIGHWAY (700 SOUTH STREET), 75.0 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CENTER LINE OF SAID HIGHWAY AT A POINT 924.0 FEET NORTH 89°52' WEST AND 113.0 FEET, MORE OR LESS, SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, IN THE CITY OF CLEARFIELD, AND RUNNING THENCE SOUTH 89°52' EAST 175.0 FEET ALONG THE SOUTH LINE OF SAID HIGHWAY; THENCE SOUTH 0°08' WEST 150.0 FEET; THENCE NORTH 89°52' WEST 175.0 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID CANAL RIGHT OF WAY; THENCE NORTH 0°08' EAST 150.0 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

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BU#880545

**Exhibit D**

**The Communication Easement**

BEGINNING ON THE EAST LINE OF PARCEL NUMBER 09-020-0036 AT A POINT N.89°52'W. 724 FEET, SOUTH 113 FEET AND S.0°08'W. 285.25 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE, S.0°08'W. ALONG SAID EAST LINE, 30.00 FEET; THENCE, N.89°52'W. 40.00 FEET, TO THE SOUTH LINE OF SAID PARCEL AND THE NORTH LINE OF THE DAVIS & WEBER COUNTIES CANAL CO. RIGHT OF WAY; THENCE, N.46°42'51"W. 43.86 FEET; THENCE, S.89°52'E. 72.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1680 SQ. FT., MORE OR LESS.

**Plus the following access and utility easement:**

Commencing at the Northeast corner of the Communication Easement and continuing N 00°08' E to the public right of way East 700 South Street, thence continuing N 89°52' W a distance of 15 00 feet, thence continuing S 00°08' W a distance of 255 00 feet, thence continuing N 89°52' W a distance of 30 00 feet, thence continuing S 00°08' W to the Northern edge of the Communication Easement

***and any and all additional areas as described in the Easements.***