

This Instrument Prepared by:  
Matthew W. Barnes, Esq.  
Burr & Forman LLP  
420 North 20th Street, Suite 3400  
Birmingham, Alabama 35203

Return to:  
Stewart Title Guaranty Company  
National Title Services  
1980 Post Oak Blvd, Suite 610  
Houston, Texas 77056  
Attention: T. Barnett

1400033354

BK/PG: 1529/769-773

15001814

	5 PGS AL-ASSIGNMENT OF LEASE
	MELISA BATCH: 112590 03/30/2015 - 10:25 AM
	VALUE 0.00
	MORTGAGE TAX 0.00
	TRANSFER TAX 0.00
	RECORDING FEE 25.00
	ARCHIVE FEE 0.00
	DP FEE 2.00
	REGISTER'S FEE 0.00
	TOTAL AMOUNT 27.00
	STATE OF TENNESSEE, ROANE COUNTY
	SHARON BRACKETT
	REGISTER OF DEEDS

Cross Reference to:  
Deed Book M105, Page 360  
Book 1386, Page 959  
Roane County, Tennessee

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE TAX RECORDING PURPOSES IS \$0.00.

STATE OF TENNESSEE )  
 )  
COUNTY OF ROANE )

### ASSIGNMENT OF LEASE

This Assignment of Lease (this "Agreement") is made effective as of March 16, 2015, by and between **SAMUETTA L. CALL**, having a mailing address of 476 Ashe Cabin Hollow Road, Harriman, Tennessee 37748 ("Assignor") and **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Assignee").

WHEREAS, Assignor is the landlord under that certain PCS Site Agreement last dated May 12, 1999 originally by and between Assignor, as lessor, and SprintCom, Inc., a Kansas corporation, as lessee, a memorandum of which Agreement was filed for record on March 3, 2000 in Deed Book M105, Page 360 in the Register's Office of Roane County, Tennessee (as amended or assigned, the "Lease");

WHEREAS, Assignor and STC Two LLC, a Delaware limited liability company, as successor by assignment to SprintCom, Inc., entered into that certain First Amendment to PCS Site Agreement dated September 16, 2010 and recorded in Book 1386, Page 959 in the Register's Office of Roane County, Tennessee; and

WHEREAS, the Assignor has agreed to transfer and assign the Lease to the Assignee.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants hereinafter to be kept faithfully by the parties hereto, the parties hereto agree as follows:

1. **Assignment.** Pursuant to a Grant of Easement executed contemporaneously herewith by and between the Assignor and the Assignee (the "Grant of Easement"), the Assignor has transferred, sold, conveyed and assigned the Lease unto the Assignee including all security deposits, damage deposits, and other tenant deposits ("Security Deposits"), if any, and the right to collect rentals thereunder becoming due on or after the date of this Assignment of Lease. Assignee agrees to account to Assignor for the collection of any rents delinquent on the date of this

BU# 877908; Samuetta L. Call  
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Assignment of Lease, but Assignee shall not be required to take affirmative action to collect such delinquent rates, if any. All rents collected shall be applied first to current rent, and any excess shall be applied to delinquent rent, if any. Assignor specifically reserves the right to collect any rental delinquent as of the date hereof.

2. **Assumption.** Subject to the terms of the Grant of Easement, the Assignee has assumed all of the obligations of the Assignor as landlord under the Lease accruing subsequent to the date hereof, including, specifically, the obligation to account to all tenants for Security Deposits, if any, paid by such tenant to the Assignor, and the Assignee does hereby indemnify and hold the Assignor harmless from and against any and all such liabilities, claims or causes of action arising after the date hereof in connection with the Lease.

3. **Miscellaneous.**

(a) Amendments. No amendment, modification or cancellation of this Agreement shall be valid unless in writing and signed by all the parties hereto.

(b) Headings. The Paragraph and Subparagraph headings hereof are inserted for convenience and reference only and shall not alter, define, or be used in construing the text of such Paragraphs or Subparagraphs.

(c) Meaning of Particular Terms. Whenever used, the singular number shall include the plural and the plural the singular, and pronouns of one gender shall include all genders; and the words "Assignor" and "Assignee" shall include their respective heirs, personal representatives, successors and assigns.

(d) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Tennessee.

(e) Invalidity of Particular Provisions. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions hereof shall nevertheless remain effective and shall be enforced to the fullest extent permitted by applicable law, and in lieu of such illegal or unenforceable provisions there shall be added automatically as part of this Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable.

(f) No Delay or Waiver. No delay on the part of the Assignee in exercising any right hereunder or any failure to exercise the same shall operate as a waiver of such right; nor in any event shall any modification or waiver of the provisions hereof be effective unless in writing; nor shall any such waiver be applicable except in the specific instance for which given.

(g) Execution in Counterparts. This Agreement may be executed, acknowledged and delivered in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(h) Entire Agreement. The Grant of Easement executed contemporaneously

herewith by and between Assignor and Assignees and this Assignment constitute the entire agreement among the parties with respect to the subject matter hereof. No oral understandings or agreements exist between the parties, all of which oral understandings or agreements are merged herein and of no further force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Lease as of the date first written above.

ASSIGNOR:

Samuella L. Call  
SAMUETTA L. CALL

STATE OF TN  
COUNTY OF KNOX

Personally appeared before me, Shana Beth Edington, a Notary Public in and for said State and County, **SAMUETTA L. CALL**, the within-named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 9 day of March, 2015.

Shana Beth Edington  
Notary Public

My Commission Expires:

11/5/16

[Notary Seal]



**ASSIGNEE:**

**CROWN CASTLE TOWERS 09 LLC,**  
a Delaware limited liability company

By:   
Name: Angela Siebe  
Title: Director Land Acq. Ops

STATE OF Texas  
COUNTY OF Harris

Before me, Kelser McMiller, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared Angela Siebe, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Director of **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company, the within-named bargainor, and that he/she, as such officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself/herself as such officer.

WITNESS my hand and seal at office on this the 16 day of March, 2015.

  
Notary Public

My Commission Expires: 3-25-18

[Notary Seal]

