

**Instrument Prepared By:**

SBA Towers IX, LLC  
Mary Graydon  
8051 Congress Avenue  
Boca Raton, FL 33487  
(561) 981-7341

**Upon Recording Return to:**

SBA Towers IX, LLC  
Attn: Debra DiBetta  
8051 Congress Avenue  
Boca Raton, FL 33487  
(561) 226-9461

**SBA Site ID: WA15389-A, Virginia**

P24204 Ptn NW 1/4 30-34-4

Skagit County Auditor  
2/23/2017 Page

1 of

\$151.00  
6 4:01PM

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

FEB 23 2017

Amount Due  
Skagit Co. Treasurer  
By *mm* Deputy

GUARDIAN NORTHWEST TITLE CO.

**ASSIGNMENT AND ASSUMPTION OF EASEMENT** 112417

THIS ASSIGNMENT AND ASSUMPTION OF EASEMENT ("Assignment") is made and entered into as of this *2nd* day of December, 2016 ("Transfer Date"), by ATLAS TOWER HOLDINGS, LLC, a Colorado limited liability company, with an address at 4450 Arapahoe Ave., Suite 100, Boulder, Colorado 80303 ("Assignor"), to SBA TOWERS IX, LLC, a Delaware limited liability company, having an address at 8051 Congress Avenue, Boca Raton, FL 33487, Attn.: Thomas P. Hunt, Senior Vice President and General Counsel, Fax Number (561) 989-2941 ("Assignee").

**Preliminary Statement:**

On the 8th day of December, 2014, ALFCO, LLC, a Washington limited liability company ("Grantor"), and Assignor ("Grantee"), entered into that certain Access License ("Easement") and recorded said Easement as Auditor's File No. 201503020123 on March 2, 2015 in the Auditor's Office of Skagit County, Washington, for that certain parcel of real property ("Real Property") located in the City of Mount Vernon, County of Skagit, State of Washington, which Real Property is more particularly described on Exhibit "A" attached hereto.

Pursuant to that certain Purchase and Sale Agreement dated as of the 8th day of November, 2016 ("Purchase Agreement"), by and between Assignor and Assignee, Assignor has, among other things, agreed to assign all its right, title and interest in and to the Easement to Assignee and to sell and convey to Assignee all improvements thereon, including all communications towers or monopoles on the Real Property. All capitalized terms not otherwise defined in this Assignment shall have the meaning ascribed thereto in the Purchase Agreement.

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **ASSIGNMENT.** As of the Transfer Date, Assignor hereby assigns and transfers all of its right, title, claim and interest in, to and under the Easement to Assignee and its successors and assigns. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), arising out of or in any way related to the Easement prior to the Transfer Date or which arise out of or are in any way related to the Easement

after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

2. ACCEPTANCE OF ASSIGNMENT. Assignee as of the Transfer Date, hereby accepts the foregoing assignment of the Easement and assumes all of the Assignor's obligations under the Easement which arise or relate to the period after the Transfer Date. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Easement on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Easement after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

3. APPURTENANCES, EASEMENTS, AND IMPROVEMENTS. Assignor hereby grants, bargains, assigns and sells to Assignee, its heirs and assigns forever, all of Assignor's right, title and interest in and to (i) all Appurtenant Property relating to the Real Property, (ii) all Easements benefiting the Real Property, (iii) all Improvements constructed on the Real Property or the Easements, and (iv) any and all non-disturbance agreements, subordination, non-disturbance & attornment agreements and all similar agreements benefitting Assignor and/or the Easement.

4. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Denver County, Colorado. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Colorado in Denver County. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

5. ATTORNEYS FEES AND COSTS. In the event of any litigation or arbitration between Assignor and Assignee arising out of this Assignment, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and costs.

6. BINDING EFFECT. This Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

7. GOVERNING LAW. This Assignment will be governed by and construed in accordance with the internal laws of the State of Colorado without regard to principles of conflicts of laws.

8. COUNTERPARTS. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

THIS ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

**EXECUTION PAGE FOLLOWS**

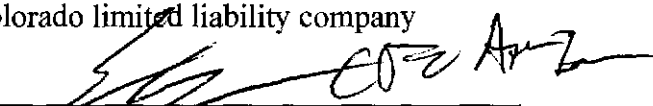
Witnesses:

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

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

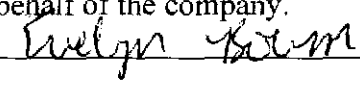
ASSIGNOR:

ATLAS TOWER HOLDINGS, LLC,  
a Colorado limited liability company

By:   
Evan Eschmeyer  
Member

STATE OF COLORADO  
COUNTY OF Boulder

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December, 2016, by Evan Eschmeyer, Member of ATLAS TOWER HOLDINGS, LLC, a Colorado limited liability company, on behalf of the company.

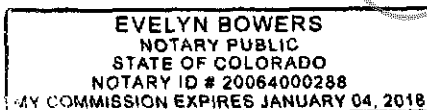


Notary Public

Print Name: Evelyn Bowers


My commission expires:


11/1/2018

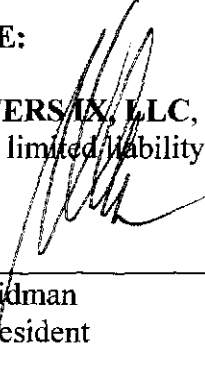


**ASSIGNEE:**

**SBA TOWERS IX, LLC,**  
a Delaware limited liability company

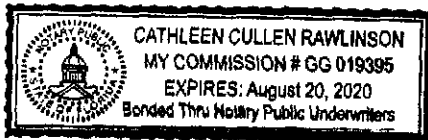
  
Print Name: Mary Graydon

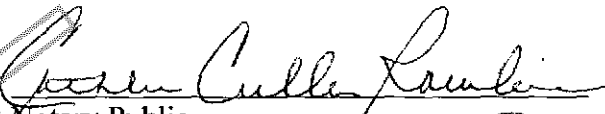
  
Print Name: Danielle Tschuschke

By:   
Neil Seidman  
Vice President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of December, 2016, by Neil Seidman, Vice President of SBA TOWERS IX, LLC, a Delaware limited liability company, on behalf of the company. The above-named individual is personally known to me.



  
Notary Public  
Print Name: Cathleen Cullen Rawlinson  
My Commission Expires: 8/20/20

**EXHIBIT "A"**

**WA 18389-A, VIRGINIA**

**TOWER LEASE AREA (AS SURVEYED)**

BEING A PARCEL OF LAND SITUATE IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND WASHINGTON DEPARTMENT OF TRANSPORTATION BRASS CAP AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. AND THE CENTERLINE OF DIKE ROAD, THENCE SOUTH  $88^{\circ}52'50''$  EAST, 1314.50 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH  $02^{\circ}12'58''$  WEST, 20.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF DIKE ROAD; THENCE DEPARTING SAID SOUTHERLY LINE, SOUTH  $02^{\circ}12'58''$  WEST, 782.26 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $89^{\circ}40'56''$  EAST, 107.37 FEET; THENCE SOUTH  $02^{\circ}33'42''$  WEST, 102.45 FEET; THENCE NORTH  $89^{\circ}41'53''$  WEST, 106.71 FEET; THENCE NORTH  $02^{\circ}12'58''$  EAST, 101.27 FEET TO THE POINT OF BEGINNING.

CONTAINS 9,994.42 SQUARE FEET MORE OR LESS.

**PARENT PARCEL (AS PROVIDED)**

THE LAND REFERRED TO IN THIS REPORT/POLICY IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, AND IS DESCRIBED AS FOLLOWS:

**PARCEL A**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SUBDIVISION WHICH IS 485.6 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH  $02^{\circ}12'58''$  EAST ALONG SAID WEST LINE FOR A DISTANCE OF 100.00 FEET; THENCE SOUTH  $89^{\circ}41'53''$  EAST FOR A DISTANCE OF 100.00 FEET; THENCE SOUTH  $02^{\circ}12'58''$  WEST FOR A DISTANCE OF 100.00 FEET; THENCE NORTH  $89^{\circ}41'53''$  WEST FOR A DISTANCE OF 100.00 FEET TO THE WEST LINE OF SAID SUBDIVISION AND THE POINT OF BEGINNING.

**PARCEL B**

LICENSE FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED IN ACCESS LICENSE RECORDED MARCH 2, 2015, UNDER SKAGIT COUNTY AUDITOR FILE'S NO. 201503020123.

**ACCESS & UTILITY EASEMENT (AS SURVEYED)**

BEING A 20.00 FOOT WIDE ACCESS AND UTILITY EASEMENT SITUATE IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND WASHINGTON DEPARTMENT OF TRANSPORTATION BRASS CAP AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. AND THE CENTERLINE OF DIKE ROAD, THENCE SOUTH  $88^{\circ}52'50''$  EAST, 1314.50 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH  $02^{\circ}12'58''$  WEST, 20.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF DIKE

ROAD, SAID POINT COINCIDENT WITH THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY LINE, SOUTH  $02^{\circ}12'58''$  WEST, 858.37 FEET; THENCE NORTH  $87^{\circ}47'02''$  WEST, 20.00 FEET; THENCE NORTH  $02^{\circ}12'58''$  EAST, 857.98 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE ALONG SAID SOUTHERLY LINE, SOUTH  $88^{\circ}52'50''$  EAST, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,756.35 SQUARE FEET MORE OR LESS.