

Instrument Prepared By:

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



201702230115

Skagit County Auditor

\$152.00

2/23/2017 Page

1 of

7 4:02PM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Upon Recording Return to:

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

FEB 23 2017

Amount Paid \$
Skagit Co. Treasurer

By *mlm* Deputy

SBA Site ID: WA18389-A, Virginia

GUARDIAN NORTHWEST TITLE CO.

P29209 PTW NW 1/4 30-34-4

112417

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Ground Lease 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"), and SBA TOWERS IX, LLC, a Delaware limited liability company, having an address at 8051 Congress Avenue, Boca Raton, FL 33487, Attn.: Thomas P. Hunt, Executive Vice President, Fax Number (561) 989-2941 ("Assignee").

RECITALS

A. On the 28th day of November, 2014, Gunnar Pedersen ("Ground Lessor"), as lessor, and Assignor, as lessee, entered into that certain Lease Agreement (collectively with all amendments, modifications, renewals, substitutions, extensions, and replacements thereto and thereof, as applicable, the "Ground Lease") for that certain parcel of real property ("Real Property") located in the City of Mt. Vernon, County of Skagit, State of Washington, which Real Property is more particularly described on Exhibit "A" attached hereto. In connection with the Ground Lease, Ground Lessor and Assignor recorded a Memorandum of Lease as Auditor's File No. 201610250010 and re-recorded as Auditor's File No. 201510190076 in the Auditor's Office of Skagit County, Washington.

B. Pursuant to that certain Purchase and Sale Agreement dated as of the 8th day of November, 2016 ("Purchase and Sale 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 Ground Lease to Assignee and to sell and convey to Assignee all of its right, title and interest in the improvements thereon, including all communications towers or monopoles on the Real Property. All capitalized terms not otherwise defined in this Ground Lease Assignment shall have the meaning ascribed thereto in the Purchase and Sale Agreement.

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

1. RECITALS. The recitals set forth above are incorporated herein and made a part hereof and are true and correct.

2. ASSIGNMENT. As of the Transfer Date, Assignor hereby irrevocably and absolutely assigns and transfers to Assignee, for itself and for its successors and assigns, all of Assignor's right, title, claim and interest in, to and under the Ground Lease. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, representatives, parents, subsidiaries, employees, attorneys, shareholders, and past, present and future directors and officers, from and against, and upon demand, reimburse Assignee for any claim, damage, loss, liability, obligation, demand, defense, judgment, penalty, suit, proceeding, disbursement, cost and expense, including, without limitation, reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), which may be imposed upon, asserted against or incurred or paid by Assignee by reason of, arising out of or in any way related to the Ground Lease prior to the Transfer Date or which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

3. ACCEPTANCE OF ASSIGNMENT. Assignee as of the Transfer Date, hereby accepts the foregoing assignment of the Ground Lease and assumes all of the Assignor's obligations under the Ground Lease 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 Ground Lease on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date. Assignee accepts responsibility for all of the assignor's obligations under the ground lease, including environmental liability and responsibility.

4. APPURTENANCES, EASEMENTS, AND IMPROVEMENTS. Assignor hereby grants, bargains, assigns and sells to Assignee, its successors and assigns forever, all of Assignor's right, title, claim 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 benefiting Assignor and/or the Ground Lease.

5. REPRESENTATIONS AND WARRANTIES BY ASSIGNOR. Assignor hereby represents and warrants to Assignee that Assignor is the sole owner of the entire leasehold interest in the Real Property. Neither the Ground Lease nor any interest therein has been assigned to any individual or entity (other than Assignee). No other ground lease or option or commitment to lease affecting the Real Property presently exists.

6. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Ground Lease Assignment occurred or shall occur in Denver County, Colorado. Any civil action or legal proceeding arising out of or relating to this Ground Lease Assignment 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 Ground Lease Assignment, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

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

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

9. GOVERNING LAW. This Ground Lease 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.

10. COUNTERPARTS. This Ground Lease 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 GROUND LEASE ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

EXECUTION PAGES FOLLOW

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

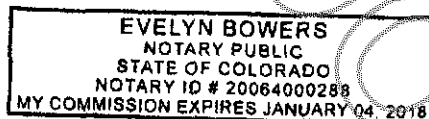
The foregoing instrument was acknowledged before me this 25th day of December, 2016, by Evan Eschmeyer, Member of ATLAS TOWER HOLDINGS, LLC, a Colorado limited liability company, on behalf of the company.

Notary Public

Print Name: Evelyn Bowers

My commission expires:

1/4/2018



Witnesses:

Mary Dwyer
Print Name: MARY DWYER

Danielle Tschuschke
Print Name: Danielle Tschuschke

ASSIGNEE:

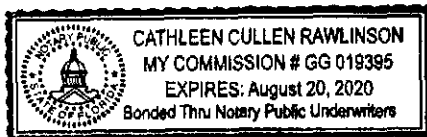
SBA TOWERS IX, LLC,
a Delaware limited liability company

By: Neil Seidman
Senior Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 27th day of December, 2016 by Neil Seidman, Senior Vice President of SBA TOWERS IX, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

[NOTARIAL SEAL]



Cathleen Cullen Rawlinson
Print Name: Cathleen Cullen Rawlinson
NOTARY PUBLIC -
Commission Number: GG109395
My Commission Expires: 8/20/20

EXHIBIT "A"

Real Property

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°52'50" EAST, 1314.50 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 02°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°12'58" WEST, 782.26 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°40'56" EAST, 107.37 FEET; THENCE SOUTH 02°33'42" WEST, 102.45 FEET; THENCE NORTH 89°41'53" WEST, 106.71 FEET; THENCE NORTH 02°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°12'58" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°41'53" EAST FOR A DISTANCE OF 100.00 FEET; THENCE SOUTH 02°12'58" WEST FOR A DISTANCE OF 100.00 FEET; THENCE NORTH 89°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.