13334985 07/21/2020 10:57 AM \$40.00 Book - 10983 Pg - 1327-1331 RASHELLE HOBBS RECORDER, SALT LAKE COUNTY, UTAH TINA WRIGHT 8051 CONGRESS AVE BOCA RATON FL 33487 BY: DSA, DEPUTY - MA 5 P.

Document Prepared by and
Upon Recording Return to:
SBA Network Services, LLC
Prepared by: Dee Ott, Recording Administrator
8051 Congress Avenue
Boca Raton, FL 33487
561-226-9419

SBA Site ID: UT48061-A Parcel: 22.21.227.012.0000

## **ASSIGNMENT AND ASSUMPTION OF GRANT OF EASEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF GRANT OF EASEMENT ("Easement Assignment") is made and entered into as of this 3 day of 5, 2019, with the effective date of April 18, 2013 ("Transfer Date"), by SBA 2012 TC Assets Land, LLC, f/k/a TCO Assets Land LLC, a Delaware limited liability company, with an address at 8051 Congress Avenue, Boca Raton, Florida, 33487 ("Assignor"), to SBA 2012 TC Assets, LLC, a Delaware limited liability company, having an address at 8051 Congress Avenue, Boca Raton, FL 33487, Attn.: Thomas P. Hunt, Executive Vice President and General Counsel, Fax Number (561) 989-2941 ("Assignee").

### **Preliminary Statement:**

Assignor (i) is currently the holder of the easement ("<u>Easement</u>") described on <u>Exhibit A</u> attached hereto, (ii) is the owner of communications towers and related property (including work product) (collectively, the "<u>Property</u>") located on or related to the real property ("<u>Real Property</u>") encumbered by the Easement, and (iii) is the landlord under various leases and licenses of space on the Property and Real Property.

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

- 1. <u>ASSIGNMENT OF EASEMENT</u>. 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.
- 2. <u>ACCEPTANCE OF EASEMENT ASSIGNMENT</u>. Assignee as of the Transfer Date, hereby accepts the foregoing assignments of the Easement and assumes all of the Assignor's obligations under the Easement assigned to such Assignee which arise or relate to the period after the Transfer Date.

- 3. <u>SALE OF PERSONAL PROPERTY</u>. Assignor hereby conveys, sells, transfers and delivers to Assignee, and its successors and assigns, all Property owned by Assignor and located on or used in connection with the Real Property, including but not limited to the communications towers and any appurtenances to or improvements located on the Real Property.
- 4. <u>ASSIGNMENT OF TENANT LEASES</u>. As of the Transfer Date, Assignor hereby assigns and transfers to Assignee, and its successors and assigns, all of Assignor's right, title, claim and interest in, to and under (a) all leases, licenses and other occupancy agreements with respect to any of the Real Property or any of the Property located thereon ("<u>Tenant Leases</u>"); (b) all security deposits under the Tenant Leases; (c) all rights to any unpaid rents or other payments under the Tenant Leases; and (d) all guarantees and other assurances with respect to the Tenant Leases.
- 5. <u>JURISDICTION AND VENUE</u>. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Palm Beach County, Florida. 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 Florida in Palm Beach 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.
- 6. <u>BINDING EFFECT</u>. This Easement 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 Easement Assignment will be governed by and construed in accordance with the internal laws of the State of Florida without regard to principles of conflicts of laws.

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

**EXECUTION PAGE FOLLOWS** 

Witnesses:	ASSIGNOR:				
	SBA 2012 TC Assets Land, LLC, f/k/a TCO Assets Land LLC a Delaware limited liability company				
Print Name: Stacey Land	By: Thomas P. Hunt Executive Vice President and General Counsel				
Print Name: Tra Wright					
State of Florida County of Palm Beach					
The foregoing instrument was acknowledged be Thomas P. Hunt, the Executive Vice President an LLC, f/k/a TCO Assets Land LLC. The above-na produced as identification.	d General Counsel of SBA 2012 TC Assets Land				
Notary Public State of Florida Denese McAlister-Ott My Commission GG 220049 Expires 05/25/2022	Print Name:  NOTARY PUBLIC -  Commission Number:  My Commission Expires:				

## **ASSIGNEE:**

SBA 2012 TC ASSETS, LLC, a Delaware limited liability company

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		Notary Public Stat Denese McAlist My Commission G Expires 05/25/202	G 220049	Print Name NOTARY Commissio My Comm	PUBLI on Num	ber:	7 		

#### **EXHIBIT "A"**

# Legal Description Easement Area

BEGINNING AT A POINT NORTH 89°56'00" WEST 266.97 FEET, SOUTH 00°04'00" WEST 33.02 FEET AND SOUTH 00°07'45" WEST 228.29 FEET FROM THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE WEST 10.00 FEET; THENCE NORTH 00°07'45" EAST 15.33 FEET; THENCE EAST 10.00 FEET; THENCE SOUTH 00°07'45" WEST 15.33 FEET TO THE POINT OF BEGINNING.

**CONTAINS: 153 SQFT** 

As more particularly described and depicted in that certain As-Built Survey last dated March 14, 2012 for TCO Assets Land LLC (Site UT2015), performed by McNeil Engineering, and bearing the seal of Michael D. Hoffman, professional land surveyor in the State of Utah.

#### Access Easement

BEGINNING AT A POINT NORTH 89°56'00" WEST 266.97 FEET, SOUTH 00°04'00" WEST 33.02 FEET, SOUTH 00°07'45" WEST 228.29 FEET AND WEST 15.33 FEET FROM THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE I EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE WEST 63.73 FEET TO THE POINT OF CURVATURE OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 48.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°00'00"; THENCE NORTH 11°00'00" WEST 73.65 FEET TO THE POINT OF CURVATURE OF A 14.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 14.42 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL OF 59°00'00" TO THE EASTERLY RIGHT OF WAY LINE OF JEREMY DRIVE, AN EXISTING PUBLIC STREET; THENCE NORTH 20°00'00" EAST ALONG SAID RIGHT OF WAY LINE 20.00 FEET TO THE POINT OF CURVATURE OF A 34.00 FOOT RADIUS CURVE TO THE RIGHT; RADIUS POINT BEARS SOUTH 20°00'00" WEST; THENCE 35.01 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°00'00"; THENCE SOUTH 11°00'00" EAST 73.65 FEET TO THE POINT OF CURVATURE OF A 15.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 20.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°00'00"; THENCE EAST 63.77 FEET THENCE SOUTH 00°07'45" WEST 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 3,932 SQFT, 0.090 ACRES

As more particularly described and depicted in that certain As-Built Survey last dated March 14, 2012 for TCO Assets Land LLC (Site UT2015), performed by McNeil Engineering, and bearing the seal of Michael D. Hoffman, professional land surveyor in the State of Utah.