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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/20/2018 04:02 PM
FEE \$26.00 Pgs: 9
DEP RT REC'D FOR OLD REPUBLIC TITLE
E

06-012-0100

Prepared By and After Recording Return to:

InSite Towers Development 2, LLC
1199 N. Fairfax St., Suite 700
Alexandria, Virginia 22314
Attn: Legal Department

Assignment and Assumption of Agreement

“Assignor”: EPIC TOWERS, LLC

Assignor Address: 1451 Lantern Lane, Draper, UT 84020

“Assignee”: INSITE TOWERS DEVELOPMENT 2, LLC

Assignee Address: 1199 N. Fairfax St., Ste. 700, Alexandria VA 22314

“Effective Date”: May 30, 2018

Site Information: UT100 Birnam Woods

Davis County / Utah

Parcel Id #/APN # 06-012-0100

Assignment and Assumption of Agreement

UT100 Birnam Woods

For good and valuable consideration the receipt of which is hereby acknowledged, as of the Effective Date, Assignor hereby irrevocably assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in the Agreement, as defined in Exhibit A attached hereto and incorporated herein, for the premises (the "Premises") as described in Exhibit B-1 attached hereto and incorporated herein, which Premises is located on a portion of that certain real property more fully described in Exhibit B-2 attached hereto and incorporated herein. Unless otherwise defined herein, the terms used in this Assignment shall have the respective meanings ascribed to them in the Agreement.

1. **Assignment and Assumption.** Assignor hereby assigns, transfers, and delivers to Assignee all of Assignor's right, title, and interest in and to the Agreement. Assignee hereby assumes all obligations in connection with the Agreement to the extent that such are attributable to the period from and after the Effective Date.
2. **Binding Nature of Assignment.** All terms of this Assignment shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective legal representatives, successors, and assigns.
3. **Modification.** No modification, waiver, amendment, or discharge of this Assignment shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, or discharge is or may be sought.
4. **Covenant of Further Assurances.** Each party agrees to take such further or additional action and execute and deliver to the other parties such further or additional instruments, agreements, or other documents as shall be reasonably requested by the other parties in order to complete, assure and/or evidence, or more fully complete, assure and/or evidence, the transactions contemplated or described herein, or to grant, secure and/or confirm, or more fully grant, secure and/or confirm, the rights and benefits intended to be conferred on each party by the transactions contemplated or described in this Assignment.
5. **Governing Law.** This Assignment shall be construed and enforced in accordance with the laws of the state in which the Premises are located without regard for its conflicts of law provisions.
6. **Obligations Under Development Agreement.** Assignor and Assignee hereby agree that any and all obligations on the part of Assignor and Assignee that remain

outstanding pursuant to that certain Tower and Site Development Agreement dated September 12, 2016 (the “Development Agreement”) shall survive the transfer of the Premises pursuant to this Assignment and remain the obligations of Assignor and Assignee. Notwithstanding the foregoing, Assignee shall have the sole responsibility for maintaining the insurance required under the Agreement as of the Effective Date.

7. Counterparts. This Assignment may be executed in one or more counterparts (including by facsimile or by electronic copy or transmission), each of which will be the binding agreement of the executing party and which, when taken together, shall be deemed to be one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption of Agreement to be executed and delivered by their duly authorized officers and effective as of the Effective Date set forth above.

ASSIGNOR:

EPIC TOWERS, LLC, a Utah limited liability company

By: Tierney Rowe
Name: Tierney Rowe
Title: President and Member

State/Commonwealth/District of Utah
County of Salt Lake

On 3-7-2018, before me, Kim Larsen
the undersigned Notary, personally appeared
Tierney Rowe who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

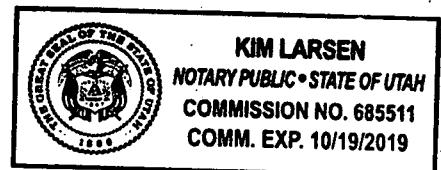
WITNESS my hand and official seal.

Signature: 1/17/18

(Affix Notarial Seal)

Commission No.: 685511

My Commission Expires: 10/19/2019



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption of Agreement to be executed and delivered by their duly authorized officers and effective as of the Effective Date set forth above.

ASSIGNEE:

INSITE TOWERS DEVELOPMENT 2, LLC, a Delaware limited liability company

By: V
Name: Veronica Scoura
Title: Associate General Counsel

State/Commonwealth/District of VIRGINIA
County of ALEXANDRIA
CTY

On MARCH 6, 2018 before me, Quincy Aaron Byrd
the undersigned Notary, personally appeared
Veronica Scoura who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

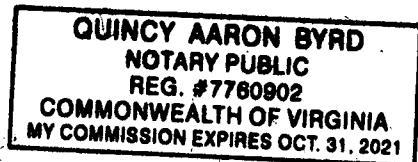
WITNESS my hand and official seal.

Signature: Quincy J. Byrd

(Affix Notarial Seal)

Commission No.: 7760902

My Commission Expires: 10/31/21



UT100 AAGL

Exhibit "A" to Assignment and Assumption of Agreement

AGREEMENT:

That certain agreement more particularly described as:

Reference: UT100 Birnam Woods

Agreement: Lease Agreement, as amended, restated, replaced, supplemented, assigned or otherwise modified from time to time

Agreement Date: July 5, 2016

Landlord/Grantor/Lessor: The Rowe Family Trust

Tenant/Grantee/Lessee: EPIC TOWERS, LLC

Recordation Information: Memorandum of Lease recorded July 7, 2016, at Book 6553, Page 487 in the Official Records of Davis County, Utah.

Exhibit "B-1" to Assignment and Assumption of Agreement

Legal Description (Premises)

TOWER LEASE

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, CENTERVILLE, DAVIS COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE WITNESS CORNER TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 89°51'12" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, 690.07 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 01°16'26" WEST, 229.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°16'26" WEST, 50.24 FEET; THENCE NORTH 89°51'46" WEST, 49.78 FEET; THENCE NORTH 01°16'26" EAST, 50.24 FEET; THENCE SOUTH 89°51'46" EAST, 49.78 FEET TO THE POINT OF BEGINNING.

TOWER LEASE CONTAINS 2500 SQUARE FEET OR 0.057 ACRES MORE OR LESS.

20' ACCESS AND UTILITY EASEMENT (PREPARED BY THIS OFFICE)

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, CENTERVILLE, DAVIS COUNTY, UTAH AND BEING THE CENTERLINE OF A 20 FOOT WIDE ACCESS AND UTILITY EASEMENT BEING 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIPTION:

COMMENCING AT THE WITNESS CORNER TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 89°51'12" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, 690.07 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 01°16'26" WEST, 264.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°43'34" EAST, 10.00 FEET; THENCE SOUTH 01°16'26" WEST, 52.45 FEET; THENCE SOUTH 00°25'33" EAST,

135.01 FEET; THENCE SOUTH 03°49'23" WEST, 91.97 FEET TO A POINT ON THE NORTHERLY LINE OF PORTER LANE, SAID POINT ALSO BEING THE POINT OF TERMINATION.

THE SIDE LINES ARE TO BE PROLONGED OR SHORTENED AT THE EASTERLY LINE OF THE TOWER LEASE AREA AND AT THE NORTHERLY LINE OF PORTER LANE.

20' ACCESS AND UTILITY EASEMENT CONTAINS 5789 SQUARE FEET OR 0.133 ACRES MORE OR LESS.

Exhibit "B-2" to Assignment and Assumption of Agreement

Legal Description (Real Property)

Real property with the parcel ID 06-012-0100 and an assessor legal description of:

BEGINNING ON THE NORTH LINE OF PORTER'S LANE AT A POINT WEST 138.14 FEET AND SOUTH 8.48 CHAINS, MORE OR LESS, AND NORTH 88°54'30" WEST 453.68 FEET AND NORTH 87°30' WEST 223.71 FEET ALONG SAID NORTH LINE OF PORTER'S LANE FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, AND RUNNING THENCE NORTH 150.0 FEET; THENCE WEST 43.21 FEET; THENCE NORTH 171.16 FEET, MORE OR LESS, TO THE SOUTH LINE OF PROPERTY CONVEYED TO SYRO STEEL CO. IN BOOK 337 AT PAGE 161; THENCE SOUTH 89°51'46" EAST 116.39 FEET; THENCE SOUTH 03°04'34" WEST 327.10 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID PORTER'S LANE; THENCE NORTH 87°30' WEST ALONG SAID LANE TO THE POINT OF BEGINNING.