

APN: 1220-16-401-005

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Assignment and Assumption of Easement and Lease Documents

Please complete the cover page, check one of the following and sign below.

I the undersigned hereby affirm that this document submitted for recording does not contain a social security number.

OR

I the undersigned hereby affirm that this document submitted for recording contains a social security number of a person as required by law: _____ (Law).


Signature Kim Caution

Processor _____
Title

8-17-17
Date

This page is added to provide additional information required by NRS 111.3 12 Sections 1-2.
(Additional recording fees applies)
This cover page must be typed or printed.

Prepared by:
Name: TowerPoint Acquisitions, LLC
Address: Six Concourse Parkway, Suite 1450
Atlanta, GA 30328

Record and Return To:
Name: Nana Brenyah
Address: TITLEVEST AGENCY, LLC
44 Wall Street, 10th Floor
New York, New York 10005
TitleVest Title No.: OR-NV-584672

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ASSIGNMENT AND ASSUMPTION OF EASEMENT AND LEASE DOCUMENTS

This **ASSIGNMENT AND ASSUMPTION OF EASEMENT AND LEASE DOCUMENTS** (the "**Assignment**") is made as of the 21st day of July, 2017 (the "**Effective Date**"), by and between **TOWERPOINT ACQUISITIONS, LLC**, a Delaware limited liability company, with principal offices at Six Concourse Parkway, Suite 1450, Atlanta, Georgia 30328 (the "**Assignor**") and **LL Q4-16, LLC**, a Delaware limited liability company, with principal offices at Six Concourse Parkway, Suite 1450, Atlanta, Georgia 30328 (the "**Assignee**").

RECITALS

WHEREAS, Assignor is (i) the owner and holder of a certain telecommunications easement and related easements affecting the real property described in Exhibit A attached hereto and made a part hereof by reference (the "**Property**"), and (ii) the lessor under a certain telecommunications lease affecting the Property, pursuant to those certain easement and lease documents more particularly identified in Exhibit B attached hereto and made a part hereof by reference (the "**Easement and Lease Documents**"); and

WHEREAS, Assignor has agreed to convey, transfer and assign all of its right, title and interest in and to the Easement and Lease Documents to Assignee, and Assignee has agreed to accept such assignment and assume the obligations of the Assignor under the Easement and Lease Documents on the terms and conditions set forth herein.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of \$10.00, the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The background Recitals hereinabove are true and correct and are incorporated herein by this reference.

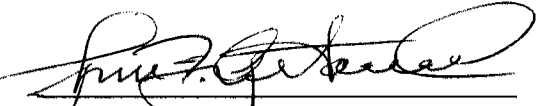
2. **Assignment and Assumption.** As of the Effective Date, Assignor hereby absolutely assigns to Assignee all of Assignor's right, title and interest in and to the Easement and Lease Documents. Assignee hereby accepts such assignment, agrees to be bound by the terms of the Easement and Lease Documents, and assumes and agrees to perform all of the Assignor's obligations under the Easement and Lease Documents on and after the Effective Date.

3. **Miscellaneous.** The parties hereby ratify and reaffirm each and every provision of the Easement and Lease Documents. The Easement and Lease Documents shall remain in full force and effect in accordance with their terms. This Assignment shall be construed and interpreted in accordance with the laws of the State in which the Property is located and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signatures to Follow]

IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR: TOWERPOINT ACQUISITIONS, LLC, a Delaware limited liability company


By: 
Name: John F. Gutowski
Title: Chief Operating Officer

STATE OF GEORGIA }
COUNTY OF FULTON } ss.

On this 17th day of July, 2017, before me, the undersigned notary public, personally appeared John F. Gutowski, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Chief Operating Officer of TowerPoint Acquisitions, LLC.

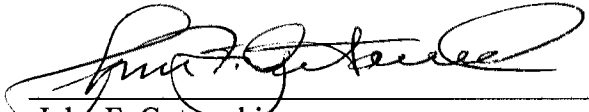
{affix notary seal or stamp}

Pamela R Martin
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 10-19-18


Notary Public
My Commission Expires: 10-19-2018

IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the Effective Date.

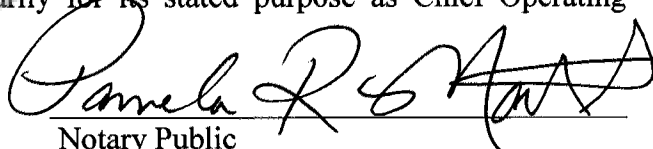
ASSIGNEE: LL Q4-16, LLC, a Delaware limited liability company

By: 
Name: John F. Gutowski
Title: Chief Operating Officer

STATE OF GEORGIA }
COUNTY OF FULTON } ss.

On this 17th day of July, 2017, before me, the undersigned notary public, personally appeared John F. Gutowski, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Chief Operating Officer of LL Q4-16, LLC.

{affix notary seal or stamp}


Notary Public
My Commission Expires: 10-19-2018

Pamela R Martin
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 10-19-18

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF NEVADA, COUNTY OF DOUGLAS, DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN LOT, PIECE, PARCEL OR PORTION OF LAND SITUATE, LYING AND BEING WITHIN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.M., DOUGLAS COUNTY, NEVADA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 3 OF THAT CERTAIN PARCEL MAP RECORDED JULY 1, 1976, AS DOCUMENT NO. 01434, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, AND

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16, AND

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16,

ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT NO. 3 AS SHOWN ON THE PARCEL MAP FOR JOEL F. ANDERSON FILED FOR RECORD IN BOOK 776 AT PAGE 8 AS DOCUMENT NO. 001434 WHICH POINT IS THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID LOT 3 NORTH 90°00'00" WEST A DISTANCE OF 283.71 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SHORT COURT THENCE ALONG SAID LINE THROUGH A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS NORTH 90°00'00" WEST, 45.00 FEET DISTANT AND WHICH HAS A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 70.69 FEET AND WHOSE CHORD BEARS NORTH 45°00'00" WEST A DISTANCE OF 63.64 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND FOLLOWING THE WESTERLY LINE OF SAID LOT 3 NORTH 00°00'00" EAST A DISTANCE OF 241.94 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 WHICH POINT IS ALSO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 16; THENCE ALONG THE BOUNDARIES OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 THE FOLLOWING COURSES:

SOUTH 89°45'35" WEST A DISTANCE OF 327.45 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00°13'15" WEST A DISTANCE OF 331.65 FEET TO THE

EXHIBIT A (continued)

LEGAL DESCRIPTION

NORTHWEST CORNER THEREOF; THENCE NORTH 89°48'31" EAST A DISTANCE OF 655.54 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00°10'36" EAST A DISTANCE OF 332.13 FEET TO THE SOUTHEAST CORNER THEREOF WHICH POINT IS ALSO THE NORTHEAST CORNER OF AFORESAID LOT 3; THENCE ALONG THE EASTERLY LINE OF SAID LOT 3 SOUTH 00°10'36" EAST A DISTANCE OF 287.28 FEET TO THE TRUE POINT OF BEGINNING.

TAX I.D. NUMBER: 1220-16-401-005

BEING THE SAME PROPERTY CONVEYED TO STOR-ALL, LLC, A NEVADA LIMITED LIABILITY COMPANY, GRANTEE, FROM WINNRANCH, LLC, A NEVADA LIMITED LIABILITY COMPANY, GRANTOR, BY DEED RECORDED 08/30/2004, BOOK 804, PAGE 12368 AS OF THE COUNTY RECORDS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR ROAD PURPOSES, OVER AND ACROSS THE EAST 50 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 16, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B.&M. AS SHOWN IN DOCUMENT RECORDED APRIL 14, 1989, IN BOOK 489, AT PAGE 1633, AS DOCUMENT NO. 200176.

REFERENCE IS MADE TO THAT CERTAIN RECORD OF SURVEY OF A LOT LINE ADJUSTMENT RECORDED MAY 5, 1989, IN BOOK 589, PAGE 560, AS DOCUMENT NO. 201368 AND AMENDED MARCH 12, 1992, IN BOOK 392, PAGE 1740, DOCUMENT NO. 273065.

EXHIBIT B

EASEMENT AND LEASE DOCUMENTS

Grant of Easement and Assignment of Lease dated and to be effective on April 24, 2017, by and between STOR-ALL, LLC, a Nevada limited liability company and TowerPoint Acquisitions, LLC, a Delaware limited liability company, recording to be determined.

Assignment and Assumption of Lease and/or Rents dated and to be effective on April 24, 2017, by and between STOR-ALL, LLC, a Nevada limited liability company and TowerPoint Acquisitions, LLC, a Delaware limited liability company, recording to be determined.

Subordination, Non-Disturbance and Attornment Agreement dated April 24, 2017, by and between Bank of America, N.A. and TowerPoint Acquisitions, LLC, a Delaware limited liability company, recording to be determined.

That certain Option and Lease Agreement dated April 14, 1999, by and between Winnranch, LLC, a Nevada limited liability company, by Stor-All, LLC, a Nevada limited liability company, its Agent, and Reno Cellular Telephone Company, a District of Columbia partnership d/b/a AT&T Wireless Services, by AT&T Wireless Services of Nevada, Inc., a Nevada corporation, its General Partner, as amended by that certain Amendment No. 1 to Option and Lease Agreement dated March 30, 2000, as further amended by that certain Second Amendment to Option and Lease Agreement dated August 7, 2015, as evidenced by that certain Memorandum of Second Amendment to Option and Lease Agreement, Recorded August 12, 2015 in Document No. 2015-867865 of the Douglas County, Nevada Records.

That certain PCS Site Agreement dated May 31, 2000, by and between Winnranch, LLC, and UbiquiTel Leasing Company.