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FORSYTH CO, NC FEE \$26.00
STATE OF NC REAL ESTATE EXT
\$800.00

PRESENTED & RECORDED
12-12-2014 03:28:20 PM

C. NORMAN HOLLEMAN
REGISTER OF DEEDS
BY: S. GRIFFITH
DPY

BK: RE 3208
PG: 4165-4176

Prepared by: *Box 36*
Ellen L. Goodrich
Singleton Cooksey PLLC
6363 Woodway, Suite 600
Houston, Texas 77057

Return to:
Leota Pilgrim
Stewart National Title Services
1980 Post Oak Blvd, Suite 610
Houston, Texas 77056

Transfer Tax \$800
Parcel ID 6865-44-1455.00
6865-44-2439.00

ASSIGNMENT AND ASSUMPTION OF EASEMENT

WISHBONE REALTY, LLC, A Delaware limited liability company
(Assignor)

GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company
(Assignee)

This instrument was prepared
out of state by:

Ellen L. Goodrich
Singleton Cooksey PLLC
6363 Woodway, Suite 600
Houston, Texas 77057
713-532-6200
12332407

/ After Recording return to:
Leota Pilgrim
Stewart National Title Services
1980 Post Oak Blvd., Suite 610
Houston, TX 77056
RE:

ASSIGNMENT AND ASSUMPTION OF EASEMENT

THIS ASSIGNMENT AND ASSUMPTION OF EASEMENT ("Assignment") is made and entered into as of this 21st day of November, 2014 ("Transfer Date"), by and between **WISHBONE REALTY, LLC, a Delaware limited liability company** ("Assignor"), with its principal place of business at Whitehall Towers, Third Floor, 470 Streets Run Road, Pittsburgh, Pennsylvania 15236, and **GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company** ("Assignee") with a mailing address of 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317-8564.

Recitals:

WHEREAS, on February 22, 2010, Assignor and Amy P. Stinnett, also known as Amy P. Stinnitt, and Scott L. Pope entered into that certain Exclusive Easement and Assignment Agreement ("Easement") recorded as Instrument No. 2010009807 in Book RE 2937, Page 1882, in the office of the Register of Deeds for Forsyth County, North Carolina, with respect to all or a portion of that certain real property ("Property") described on Exhibit "A" attached hereto, which Property is subject to (i) that certain tower easement parcel consisting of 11,228 square feet +/- (the "Tower Easement"), more particularly described in Exhibit "B-1" attached hereto, (ii) that certain twenty-five (25) foot wide Access & Utility Easement, consisting of 2,897 square feet +/- ("Access & Utility Easement"), more particularly described in Exhibit "B-2" attached hereto, and (iii) that certain ten (10) foot wide Utility Easement, consisting of 1,209 square feet +/- (the "Utility Easement"), more particularly described in Exhibit "B-3" attached hereto, which Tower Easement, Access & Utility Easement, and Utility Easement (collectively, the "Easement Parcels") are jointly illustrated in the drawing attached hereto as Exhibit "B-4"; and

WHEREAS, pursuant to the terms of the Easement, Assignor also holds the landlord's beneficial interest in that certain Site Lease Agreement dated February 7, 1997 (as such agreement may have been subsequently amended and/or assigned, hereafter called the "Ground Lease"), by and between Lawrence E.

Site Name: Sedge Garden
BU: 881320

Pope and Francis W. Pope, as original landlords, and AT&T Wireless PCS, Inc., as original tenant, unrecorded, but evidenced in the public records by that certain Master Bill of Sale, Assignment and Assumption Agreement dated June 30, 2005 by and between AWS Network Newco, LLC and Global Signal Acquisitions LLC, recorded in Book 2596, Page 2742 in the office of the Register of Deeds for Forsyth County, North Carolina; and

WHEREAS, the Easement Parcels are further subject to modification pursuant to Paragraph 2(b) of the Easement; and

WHEREAS, pursuant to that certain Sale and Purchase Agreement dated as of March 8, 2010 ("Agreement"), by and between TriStar Investors, Inc., the parent corporation of Assignor, and Assignee, Assignor has, among other things, agreed to assign all its right, title and interest in and to the Easement and Ground Lease to Assignee.

NOW, THEREFORE, 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, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. RECITALS. The recitals set forth above, including all exhibits referenced therein, are incorporated herein by reference and made a part of this Assignment.

2. 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 and Ground Lease to Assignee and its successors and assigns. Pursuant to the terms of the Agreement, Assignor shall warrant and defend the rights assigned to Assignee against all claims made by, through or under Assignor but not otherwise, except only as to the Permitted Exceptions (as such term is defined in the Agreement). Except for the limited warranty of title contained herein and the representations and warranties set forth in the Agreement, (i) Assignor hereby disclaims, and Assignee hereby waives, any and all warranties of any nature regarding the interests assigned hereunder, including any and all express or implied warranties of merchantability, habitability or fitness for a particular purpose, and (ii) all interests conveyed to Assignor pursuant to the Easement and Ground Lease shall be conveyed as-is with all faults. Furthermore, to the extent that any legal descriptions herein differ from those areas described in the Easement, the descriptions provided in the Easement shall control.

3. ACCEPTANCE OF ASSIGNMENT. Assignee, as of the Transfer Date, hereby accepts the foregoing assignment of the Easement and Ground Lease and assumes all of the Assignor's obligations under the Easement and Ground Lease that accrue or arise out of acts or omissions occurring from and 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 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, arising out of or in any way related to the Easement or the Ground Lease that accrue from or after the Transfer Date. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their representatives, 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, arising out of or in any way related to the Easement or the Ground Lease that accrue or arise out of acts or omissions occurring prior to

the Transfer Date. This Section 3 and the obligations of Assignee and Assignor shall survive termination of the Agreement and the execution of this Assignment to the fullest duration permitted by law.

4. GOVERNING LAW; JURISDICTION; VENUE. This Assignment will be governed by and construed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of laws. Any suit arising from or relating to this Agreement must be brought in Allegheny County, Pennsylvania, or, if the suit shall be brought in federal court, in the United States District Court for the Western District of Pennsylvania, Pittsburgh Division. Assignor and Assignee each waive the right to bring suit elsewhere.

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

6. BINDING EFFECT. This Assignment will be binding upon, and will inure to the benefit of, the Assignor, Assignee and their respective successors and assigns.

7. 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.

8. AGREEMENT. Nothing contained in this Assignment will be deemed or construed as relieving Assignor or Assignee of their respective duties and obligations under the Agreement.

[Signatures to immediately follow.]

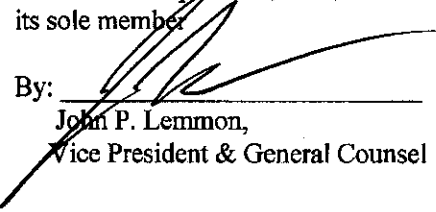
IN WITNESS WHEREOF, and intending to be legally bound, Assignor and Assignee have executed this Assignment.

ASSIGNOR:

WISHBONE REALTY, LLC,
a Delaware limited liability company

By: Weidl Mgt, LLC,
a Delaware limited liability company,
its sole member

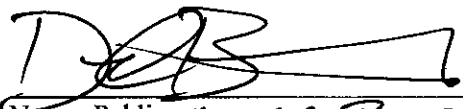
By: TriStar Investors, Inc.,
a Delaware corporation,
its sole member

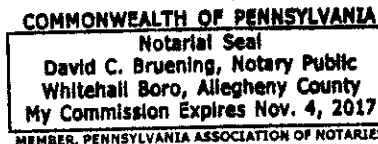
By: 
John P. Lemmon,
Vice President & General Counsel

STATE OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) SS:

On this 21ST day of NOVEMBER, 2014, before me, a Notary Public, the undersigned officer, personally appeared JOHN P. LEMMON, who acknowledged himself to be the Vice President & General Counsel of Tristar Investors, Inc., a Delaware corporation, the sole member of Weidl Mgt, LLC, a Delaware limited liability company, the sole member of **WISHBONE REALTY, LLC, a Delaware limited liability company**, and that he, as such officer, being authorized to do so, executed the foregoing Assignment and Assumption of Easement for the purposes therein contained by signing his name on behalf of said entities by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public DAVID C. BRUENING
My Commission Expires: 11/4/17



ASSIGNEE:

GLOBAL SIGNAL ACQUISITIONS IV LLC,
a Delaware limited liability company

By: *Angela Siebe*
Name: Angela Siebe
Title: Director Land Acq. Ops

STATE OF Texas)
COUNTY OF Harris) SS:

On this 20 day of November, 2014, before me, a Notary Public, the undersigned officer, personally appeared Angela Siebe, who acknowledged himself/herself to be the Director of GLOBAL SIGNAL ACQUISITIONS IV LLC., a Delaware limited liability company, and that he/she, as such officer, being authorized to do so, executed the foregoing Assignment and Assumption of Easement for the purposes therein contained by signing his/her name on behalf of said Delaware limited liability company by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

KRM
Notary Public
My Commission Expires: 3.25.18

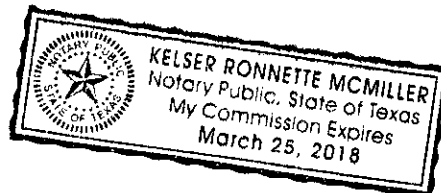


Exhibit "A"
Property

In the County of Forsyth, North Carolina

Legal Description:

**Being Lots 8 and 9 of the J. W. Smith Estate Homeplace, as recorded in Plat Book 1,
Page 52 and 53, in the Office of the Clerk of Superior Court of Forsyth County, North
Carolina**

Known as: 4308 Kernersville Road, Winston Salem, North Carolina 27107

Tax Parcel ID Nos.: 6865-44-1455.00 (Lot 8), 6865-44-2439.00 (Lot 9)

Exhibit "B-1"**Description of Tower Easement**

ALL THAT CERTAIN PARCEL OF LAND, SITUATED IN FORSYTH COUNTY, NORTH CAROLINA, BEING A PORTION OF LANDS NOW OR FORMERLY OWNED BY SCOTT L. POPE AND AMY P. STINNITT, TAX PARCEL ID: 6865-44-2439.00 (LOT 9 PER PB. 1, PG 52) AND ALSO LYING PARTIALLY ON LANDS NOW OR FORMERLY OWNED BY FRANCES W. POPE, TAX PARCEL ID: 6865-44-1455.00 (LOT 8 PER PB. 1, PG 52). SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING AN IRON PIPE (FOUND) LOCATED SOUTH 64°49'16" WEST, 72.46 FEET AND SOUTH 24°28'01" EAST, 92.02 FEET AND SOUTH 09°13'26" EAST, 23.85 FEET AND SOUTH 69°21'48" WEST, 28.47 FEET FROM AN IRON PIPE (FOUND) ON THE SOUTHERN RIGHT-OF-WAY LINE OF KERNERSVILLE ROAD (60' R/W) ALSO BEING THE NORTHEASTERN PROPERTY CORNER OF THE PARENT PARCEL. FROM SAID IRON PIPE (FOUND), THE TRUE POINT OF BEGINNING, CONTINUING THENCE, (1) NORTH 69°21'48" EAST, 99.27 FEET TO AN IRON PIPE (FOUND); THENCE, (2) SOUTH 20°38'12" EAST, 103.57 FEET TO AN IRON PIPE (FOUND); THENCE, (3) SOUTH 64°50'45" WEST, 104.59 FEET TO AN IRON PIPE (FOUND); THENCE, (4) NORTH 20°38'12" WEST, 111.81 FEET TO THE POINT AND PLACE OF BEGINNING.

SAID ABOVE DESCRIBED PARCEL OF LAND CONTAINING WITHIN SAID BOUNDS 11,228 SQUARE FEET OR 0.258 ACRE, MORE OR LESS.

Exhibit "B-2"**Description of 25' Wide Access & Utility Easement**

ALL THAT CERTAIN PARCEL OF LAND, SITUATED IN FORSYTH COUNTY, NORTH CAROLINA, BEING A PORTION OF LANDS NOW OR FORMERLY OWNED BY SCOTT L. POPE AND AMY P. STINNITT, TAX PARCEL ID: 6865-44-2439.00 (LOT 9 PER PB. 1, PG 52) AND ALSO LYING PARTIALLY ON LANDS NOW OR FORMERLY OWNED BY FRANCES W. POPE, TAX PARCEL ID: 6865-44-1455.00 (LOT 8 PER PB. 1, PG 52). SAID PARCEL OF LAND LYING 12.5 FEET ON EACH SIDE OF A CENTERLINE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING LOCATED SOUTH 64°49'16" WEST, 72.46 FEET FROM AN IRON PIPE (FOUND) LYING ON THE SOUTHERN RIGHT-OF-WAY LINE OF KERNERSVILLE ROAD (60' R/W) ALSO BEING THE NORTHEASTERN CORNER OF THE PARENT PARCEL. FROM SAID POINT OF BEGINNING CONTINUING THENCE, (1) SOUTH 24°28'01" EAST, 92.02 FEET TO A POINT; THENCE, (2) SOUTH 09°13'26" EAST, 23.85 FEET TO THE POINT OF TERMINUS.

SAID ABOVE DESCRIBED PARCEL OF LAND CONTAINING WITHIN SAID BOUNDS 2,897 SQUARE FEET OR 0.066 ACRE, MORE OR LESS.

Exhibit "B-3"

Description of 10' Wide Utility Easement

ALL THAT CERTAIN PARCEL OF LAND, SITUATED IN FORSYTH COUNTY, NORTH CAROLINA, BEING A PORTION OF LANDS NOW OR FORMERLY OWNED BY SCOTT L. POPE AND AMY P. STINNITT, TAX PARCEL ID:6865-44-2439.00 (LOT 9 PER PB. 1, PG 52) AND ALSO LYING PARTIALLY ON LANDS NOW OR FORMERLY OWNED BY FRANCES W. POPE, TAX PARCEL ID: 6865-44-1455.00 (LOT 8 PER PB. 1, PG 52). SAID PARCEL OF LAND LYING 5 FEET ON EACH SIDE OF A CENTERLINE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING LOCATED SOUTH 64°49'16" EAST, 5.01 FEET FROM AN IRON PIPE (FOUND) ON THE SOUTHERN RIGHT-OF-WAY LINE OF KERNERSVILLE ROAD (60' R/W) AND ALSO BEING THE NORTHEASTERN PROPERTY CORNER OF THE PARENT PARCEL. FROM SAID POINT OF BEGINNING CONTINUING THENCE, (1) SOUTH 20°38'12" EAST, 120.93 FEET TO THE POINT OF TERMINUS.

SAID ABOVE DESCRIBED PARCEL OF LAND CONTAINING WITHIN SAID BOUNDS 1,209 SQUARE FEET OR 0.028 ACRE, MORE OR LESS.

Exhibit "B-4"
Drawing

[DRAWING ON FOLLOWING PAGE]

