



Document 2016 1245

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

Prepared By: Monica R. Pulver, Paralegal
After Recording Return to:
SBA Towers IX, LLC
8051 Congress Avenue
Boca Raton, Florida 33487

Parcel No.: 400073184042000 & 820007200050000

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made and entered into as of this 30th day of April, 2016 ("Transfer Date"), by **RSA 7 Limited Partnership d/b/a Verizon Wireless**, having an address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Assignor"), to **SBA Towers IX, LLC**, a Delaware limited liability company, having an address at 8051 Congress Avenue, Boca Raton, Florida 33487 ("Assignee").

Preliminary Statement:

On the 3rd day of August, 2015, Madison County, Iowa, a municipal corporation ("Ground Lessor"), as lessor, and Assignor, as lessee, entered into that certain Land Lease Agreement ("Ground Lease") for that certain parcel of real property ("Real Property") located in the County of Madison, in the State of Iowa, which Real Property is more particularly described on Exhibit "A" attached hereto. The Memorandum of Land Lease Agreement is recorded as Document No. 2015 2240 in Book 2015, at Page 2240, in the Office of the County Recorder for Madison County, Iowa.

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

1. ASSIGNMENT. As of the Transfer Date and provided Assignor shall have obtained the Ground Lessor's consent, if necessary, Assignor hereby assigns and transfers all of its right, title, claim and interest in, to and under the Ground Lease to Assignee and its successors and assigns. Assignor hereby warrants to Assignee that Assignor has a valid leasehold interest in and to a portion of the Real Property pursuant to the Ground Lease. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective 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 (collectively, "Losses and Liabilities"), arising out of or in any way related to the Assignor's acts or omissions with respect 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 Assignor's acts or omissions with respect to the Ground Lease occurring or existing prior to the Transfer Date.

2. 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 hereby assumes the performance of all of the terms, obligations, covenants and provisions of the Ground Lease and agrees to perform all of the terms, obligations, covenants and conditions of the Ground Lease. 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 and which are indemnified by Assignor pursuant to Paragraph 1 hereof.

3. EASEMENTS AND ANCILLARY AGREEMENTS. Assignor hereby further grants, bargains, and sells to Assignee, its heirs and assigns forever, and Assignee hereby accepts and assumes, all of Assignor's obligations arising after the date hereof, and all right, title and interest in and to (i) all easements benefiting the Real Property (the "Easements"), (ii) all ancillary agreements obtained by Assignor in connection with the Ground Lease, the Real Property and/or the Easements (the "Ancillary Agreements").

4. DISCLAIMER OF WARRANTIES. WITH THE EXCEPTION OF THE WARRANTY CONTAINED IN PARAGRAPH 1 HEREOF, THE ASSIGNEE HEREBY ACKNOWLEDGES THAT ASSIGNEE HAS NOT RELIED, AND IS NOT RELYING, UPON ANY INFORMATION, DOCUMENT, SALES BROCHURE OR OTHER LITERATURE, MAPS OR SKETCHES, PROJECTION, PRO FORMA, STATEMENT, REPRESENTATION, GUARANTY OR WARRANTY (WHETHER EXPRESS OR IMPLIED, OR ORAL OR WRITTEN, OR MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN BY OR MADE BY OR ON BEHALF OF THE ASSIGNOR WITH RESPECT TO THE SUBJECT MATTER HEREOF INCLUDING, BUT NOT LIMITED TO, THE GROUND LEASE, REAL PROPERTY, EASEMENTS AND/OR ANCILLARY AGREEMENTS. WITH THE EXCEPTION OF THE WARRANTY CONTAINED IN PARAGRAPH 1 HEREOF, ASSIGNEE ACCEPTS THE REAL PROPERTY AND EASEMENTS AND ASSIGNOR'S RIGHT AND INTEREST IN AND TO THE SAME WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER, FROM OR ON BEHALF OF ASSIGNOR, AND IS ACCEPTING THE REAL PROPERTY AND EASEMENTS IN "AS IS" CONDITION.

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

6. BINDING EFFECT. This 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 Assignment will be governed by and construed in accordance with the internal laws of the State of Iowa without regard to principles of conflicts of laws.

8. INVALIDITY. In the event any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment, and this Assignment shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

9. ENTIRE AGREEMENT. This Assignment (along with any other documents delivered pursuant hereto or in connection herewith) contains all of the agreements, promises and understandings between the Assignor and the Assignee with respect to the subject matter hereof and no verbal or oral agreements, promises, or understandings shall be binding upon either the Assignor or the Assignee in any dispute, controversy or proceeding at law, involving this Assignment or said documents. Any addition, variation or modification to this Assignment shall be void and ineffective unless made in writing signed by the parties.

10. CONDITION PRECEDENT TO ASSIGNMENT. The parties acknowledge that as a condition precedent to the assignment and assumption pursuant to Paragraphs 1 and 2 herein, Assignor must first have obtained the written consent of the Ground Lessor, if necessary or required.

[SIGNATURE PAGES FOLLOW]

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

ASSIGNOR:

**RSA 7 Limited Partnership
d/b/a Verizon Wireless**

**By: Verizon Wireless (VAW) LLC
Its: General Partner**

By

Name: Philip French

Title: Executive Director

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 20____, before me, a notary public, personally appeared _____ for **RSA 7 Limited Partnership d/b/a Verizon Wireless**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

See attached

Notary Public

Print Name: _____

My Commission Expires: _____

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

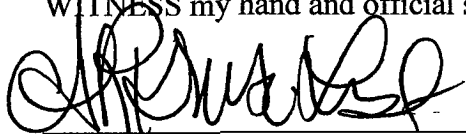
STATE OF CALIFORNIA

COUNTY OF Contra Costa

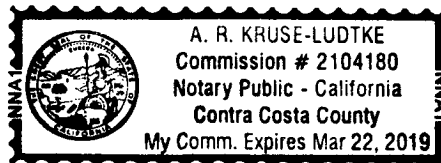
On April 20, 2016 before me, A. Kruse-Ludtke, a Notary Public, personally appeared Phillip French who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



Place Notary Seal Above

ASSIGNEE:

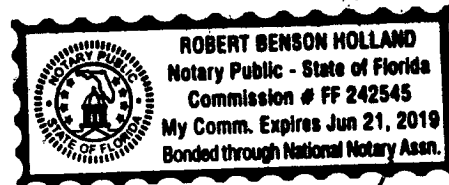
SBA Towers IX, LLC,
a Delaware limited liability company

By K. Gallagher
Name: Kevin Gallagher
Title: VP New Tower Development

STATE OF FLORIDA)
COUNTY OF PALM BEACH)ss.
)

On APRIL 26, 2016, before me, a notary public, personally appeared KEVIN GALLAGHER, VP NEW TOWER DEVELOPMENT for SBA Towers IX, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Robert Benson Holland
Notary Public
Print Name: ROBERT BENSON HOLLAND
My Commission Expires: 6/21/19

EXHIBIT "A"

Description of the Real Property

Site situated in: County of Madison, State of Iowa

Commonly described as follows: Located near the intersection of East Green Street and North 10th Street,
City of Winterset, Madison County, Iowa

Legal Description:

A portion of:

Parcel 1:

Commencing at the northwest corner of the Southeast Quarter of Section 31, Township 76 North, Range 27 West of the Fifth Principal Meridian, Madison County, Iowa;

thence on an assumed bearing of North 90 degrees 00 minutes 00 seconds East along the north line of said Southeast Quarter 232.27 feet;

thence South 00 degrees 17 minutes 16 seconds East 198.00 feet to the southerly line of the former right of way of the Chicago, Rock Island and Pacific Railroad and the point of beginning;

thence continuing South 00 degrees 17 minutes 16 seconds East 858.38 feet to the centerline of the existing Madison County highway;

thence North 89 degrees 44 minutes 17 seconds East along the centerline of the existing Madison County highway 281.58 feet;

thence North 00 degrees 09 minutes 49 seconds West 857.08 feet to the southerly line of said former railroad right of way;

thence North 90 degrees 00 minutes 00 seconds West 283.44 feet along said former right of way line to the point of beginning and containing 5.56 acres more or less, including 0.36 acres of highway right of way over the southerly 55.00 feet thereof and subject to encumbrances of record.

Parcel 2:

Warranty Deed, Virgil E. Smith and Laurine F. Smith, to Madison County, Iowa, recorded September 3, 1965, Deed Book 95 Page 16:

Commencing at a point Ten (10) feet South of the point of intersection of the South line of Jefferson Street extended East, and the West line of the Northwest Quarter of the Southeast Quarter of Section Thirty-one (31), Township Seventy-six (76) North, Range Twenty-seven (27) West of the Fifth P. M., Iowa, running thence East Eight (8) rods, thence North Ten (10) rods, thence West Eight (8) rods, thence South ten (10) rods to the place of beginning.

Warranty Deed made by Max L. Kilpatrick and Catherine Clark Kilpatrick, to Madison County, Iowa, recorded December 10, 1965, Deed Book 95 Page 88:

Beginning at a point 298.0 feet South of the Northwest corner of the Southeast Quarter of Section 31, Township 76 North, Range 27, West of the Fifth P.M., thence East 113.0 feet, thence South 281.25 feet, thence West 113.0 feet, thence North 281.25 feet to the point of beginning, and containing 0.54 acres, more or less, exclusive and excepting therefrom a tract 30.0 feet in width off of the West side thereof for road purposes.

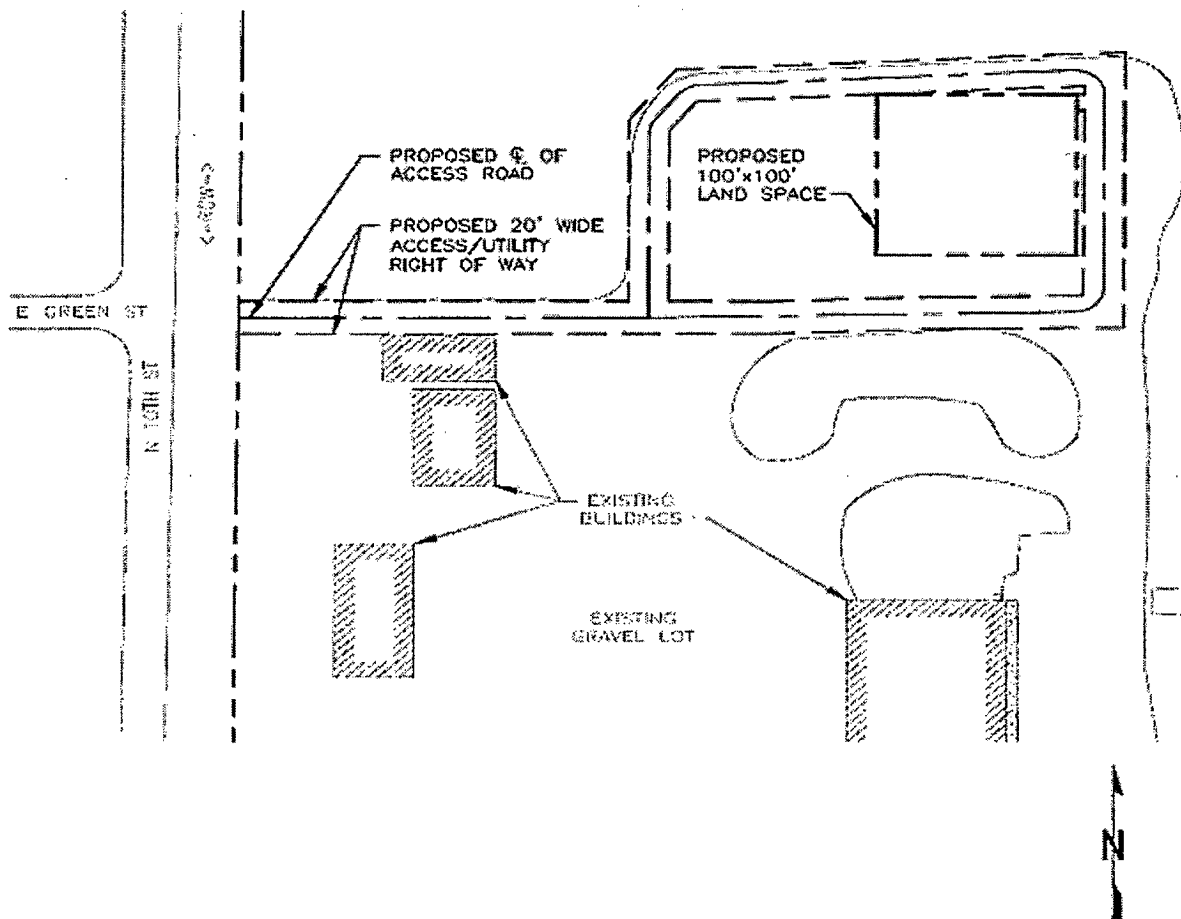
Warranty Deed made by Max L. Kilpatrick and Catherine Clark Kilpatrick, to Madison County, Iowa, recorded January 11, 1972, Deed Book 102 Page 61:

Commencing at the NW corner of the SE1/4 of Section 31, T76N R27W of the 5th P.M.; thence south 298.0 feet; thence east 113.0 feet to the point of beginning; thence east 92.0 feet; thence north 100.0 feet; thence east 27.0 feet; thence south 546.25 feet; thence west 100.0 feet; thence north 165.0

feet; thence west 19.0 feet; thence north 281.25 feet to the point of beginning and containing 1.21 acres, more or less.

Madison County, Iowa

(See Attached Sketch)



SITE SURVEY

PROPERTY DESCRIPTION(per U.S. Title Solutions File No. 51349-1A1504-S020, effective date 5/14/2015.)

Commencing at the northwest corner of the Southeast Quarter of Section 31, Township 76 North, Range 27 West of the Fifth Principal Meridian, Madison County, Iowa; thence on an assumed bearing of North 90 degrees 00 minutes 00 seconds East along the north line of said Southeast Quarter 232.27 feet; thence South 0 degrees 17 minutes 16 seconds East 198.00 feet to the southerly line of the former right of way of the Chicago, Rock Island and Pacific Railroad and the point of beginning; thence continuing South 0 degrees 17 minutes 16 seconds East 850.38 feet to the centerline of the existing Madison County highway.

thence North 89 degrees 44 minutes 17 seconds East along the centerline of the existing Madison County highway 281.58 feet;

thence North 00 degrees 09 minutes 49 seconds West 857.08 feet to the southerly line of said former railroad right of way;

SCHEDULE "B" EXHIBITS:(per U.S. Title Solutions File No. 51349-1A1504-5020, effective date 1/14/2015.)

6.)Not related to the survey.

¹ Right of Way Agreement – Pipeline by Madison County, Iowa, a Municipal Corporation to Midwest Gas, a Division of Iowa Public Service Company, dated 6/18/1990 recorded 7/24/1990 in book 127 page 307. This Agreement allows for a 15' wide Pipeline Easement. This Easement affects the surveyed area and is shown on the survey.

Right of Way Agreement - Pipeline by Madison County, Iowa, a Municipal Corporation to Midwest Gas, a Division of Iowa Public Service Company, dated 6/18/1990 recorded 7/24/1990 in book 127 page 309.

area and is shown in the survey.

b) Map - Farm Plat 2 Certificate of Survey recorded 7/10/1989 in book 2 page 154. This certificate of survey map is for the parent parcel and is as shown on the survey.

ACCESS PROPERTY DESCRIPTION: (per U.S. Title Solutions File No. 50394-1A1501-5030, dated January 30, 2015.)

Commencing at a point Ten (10) feet South of the point of intersection of the South line of Jefferson Street extended East, and the West line of the Northwest Quarter of the Southeast Quarter of Section Thirty-one (31), Township Seventy-six (76) North, Range Twenty-seven (27) West of the Fifth P. M., Iowa, running thence East Eight (8) rods, thence North Ten (10) rods, thence West Eight (8) rods, thence South Ten (10) rods to the place of beginning.

Deed Book 95, Page 68
beginning at a point 298.0 feet South of the Northwest corner of the Southeast Quarter of Section 31, Township 76 North, Range 27 West, of the Fifth P.M., thence East 113.0 feet, thence South 281.25 feet, thence North 113.0 feet, thence North 281.25 feet to the point of beginning, and then containing 0.54 acres, more or less, exclusive and excepting therefrom a tract 30.0 feet in width and 30.0 feet in depth off of the West side thereof for road purposes.

Deed Book 102, Page 61
Commencing at the NW corner of the SE $\frac{1}{4}$ of Section 31, T76N R27W of the 5th P.M.; thence
south 288.0 feet; thence east 113.0 feet to the point of beginning; thence east 92.0 feet; thence
north 100.0 feet; thence east 27.0 feet; thence south 546.25 feet; thence east 100.0 feet; thence
north 185.0 feet; thence west 19.0 feet; thence west 281.25 feet to the point of beginning and
containing 1.21 acres, more or less.

EXHIBIT "B" EXHIBITS: (per U.S. Title Solutions File No. 50394-1A1501-5030, dated January 30, 2015.)

10-60a.) Not related to the survey.

Za.) Right of Way Agreement – Pipeline by Madison County, Iowa, a municipal corporation to Midwest Gas, a Division of Iowa Public Service Company, dated 6/18/1990 recorded 7/24/1990 in Book 127 Page 309.

3a.) Right of Way Agreement - Pipelina by Madison County, Iowa, a municipal corporation to Midwest Gas, a Division of Iowa Public Service Company, dated 6/18/1990 recorded 7/24/1990 in Book 127 Page 307.

This Agreement allows for a 15' wide Pipeline Easement. This Easement affects the surveyed area and is shown on the survey.



SITE NAME: IA07 JOHN WAYNE

Madison County, IA

No.	Date	Field Work	4/22/14	Checked By:	BTB	Drawn By:	CHK	APPD	SMK
2	6/2/15	Updated Property Title Report					SMK		BTB
1	3/24/15	Added Access Property Title Report					THD		BTB
		Revisions					By		

HEREBY CERTIFY THAT THIS LAND SURVEYING
DOCUMENT AND THE RELATED SURVEY WORK WAS
PERFORMED BY ME OR UNDER MY DIRECT PERSONAL
SUPERVISION AND THAT I AM A DULY LICENSED LAND
SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: Bryan J. Balchone BRYAN J. BALCHONE, L.S.
DATE: 6/11/14 LICENSE # 17677
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2014

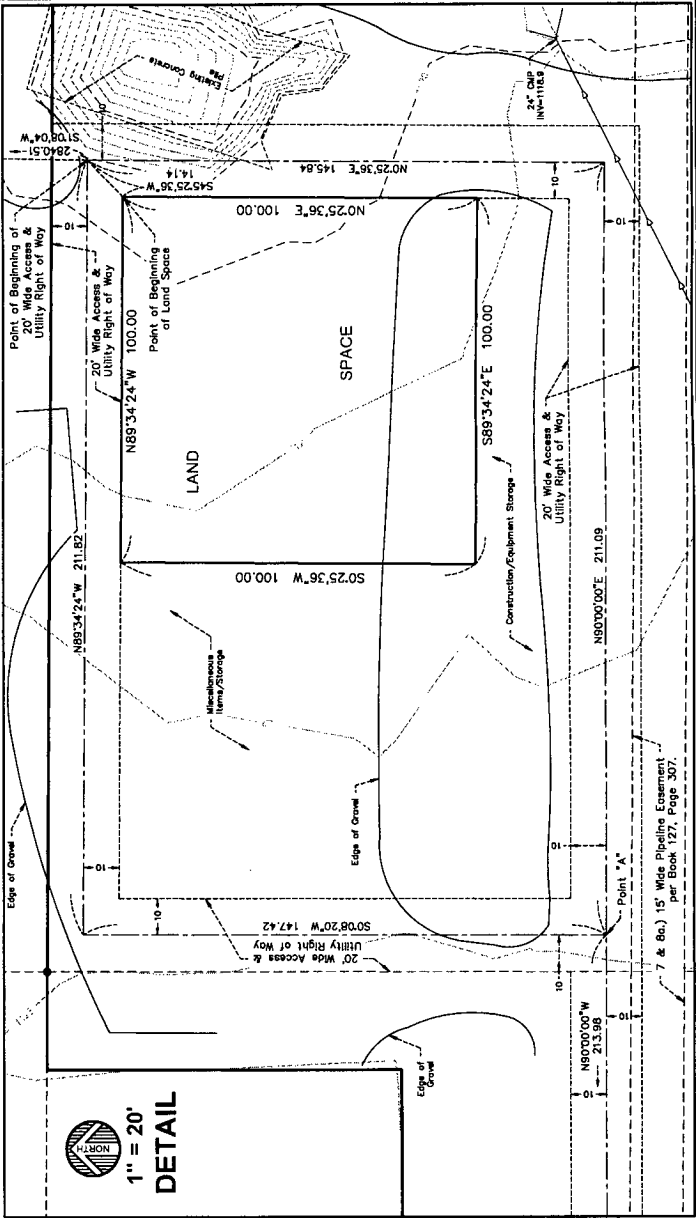
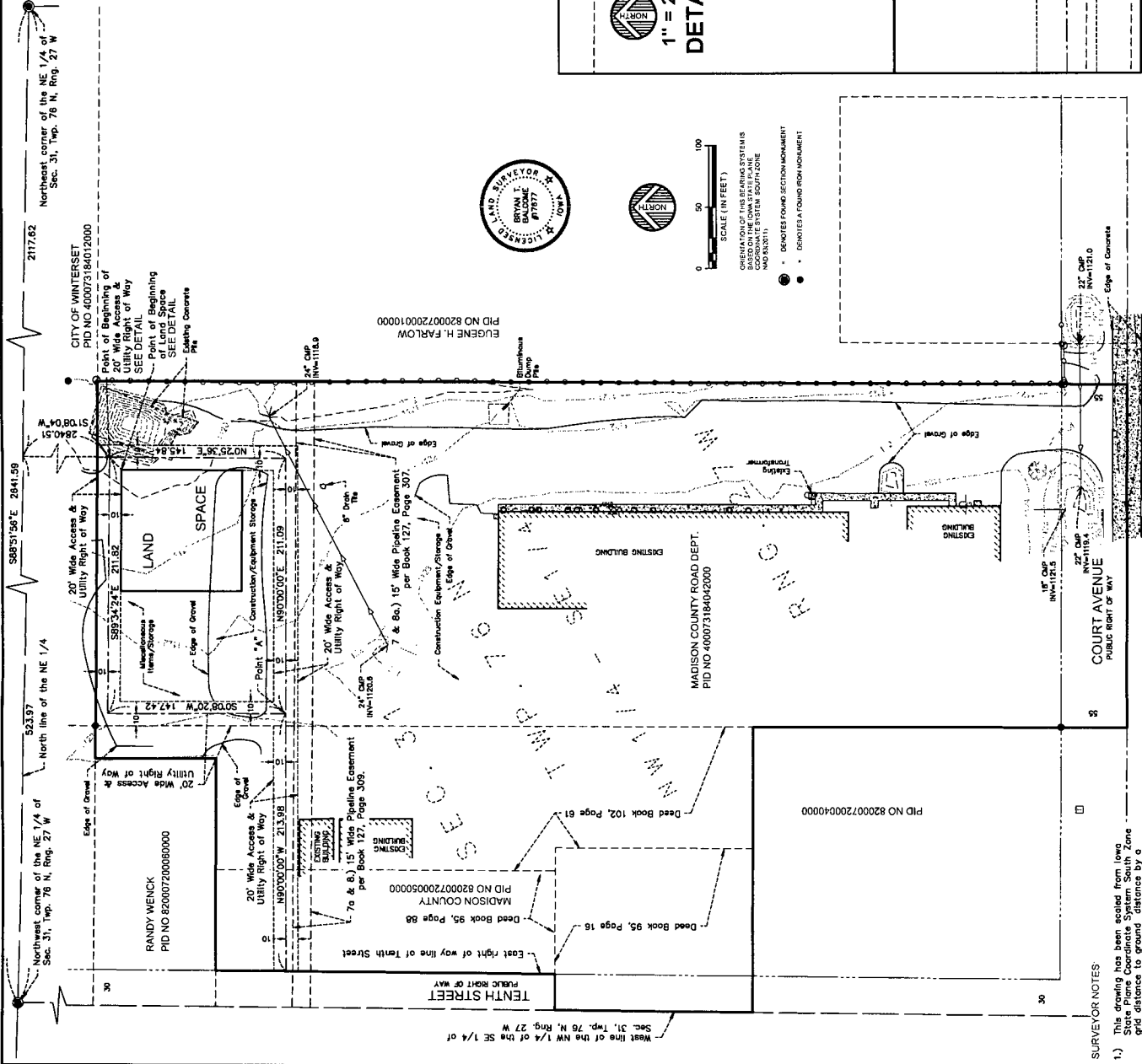
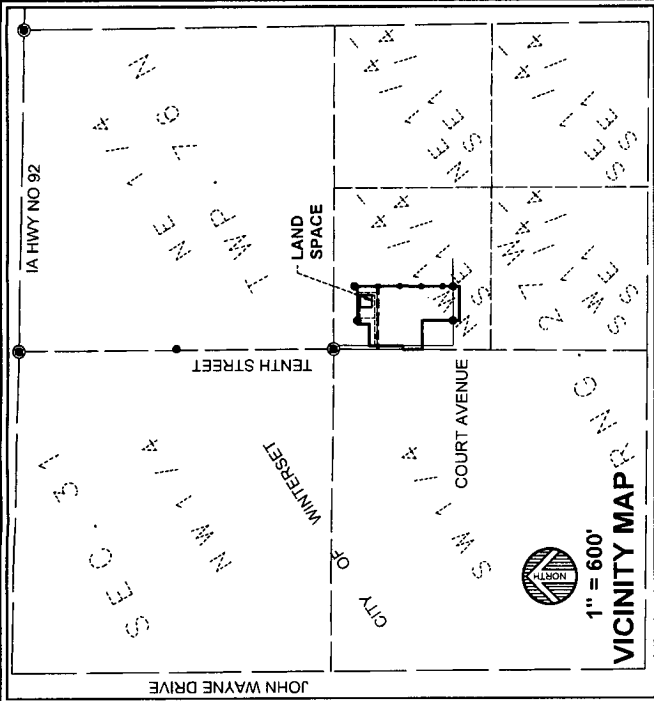


WIDSETH SMITH NOLTING

Engineering | Architecture | Surveying | Environmental

FULL SCALE ON 22°34"
HALF SCALE ON 11°17"

SITE SURVEY



SURVEYOR NOTES

- This drawing has been scaled from Iowa State Plane Coordinate System South Zone coordinates. The scale factor is 1.0000377832.
- Utilities are per IOWA ONE CALL Design 55140088 and 551400955.
- The Proposed Land Space is within the area contained herein.



SITE NAME: IA07 JOHN WAYNE

Madison County, IA

No.	Date	Revisions	By	CHK	APPD
1	2/24/15	ADDED ACCESS PROPERTY TITLE REPORT	THD	SMK	BTB
2	6/21/15	UPDATED PROPERTY TITLE REPORT	SMK	SMK	BTB

WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental



WIDSETH SMITH NOLTING

Engineering | Architecture | Surveying | Environmental