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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 8/15/2013 09:55:50.47



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Document Prepared by ~~and~~

Upon Recording Return to:

SBA Towers V LLC

Attn: Mergers & Acquisitions Dept.

5900 Broken Sound Parkway, NW

Boca Raton, FL 33487

SBA Site ID: NE15560-G, Maple Street

AFTER RECORDING, PLEASE RETURN TO:

Fidelity National Title Group

7130 Glen Forest Dr., Ste. 300

Richmond, VA 23228

Attn: _____

ASSIGNMENT AND ASSUMPTION OF EASEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF EASEMENTS ("Assignment") is made and entered into as of this 28th day of June, 2013, ("Transfer Date"), by LANDMARK INFRASTRUCTURE HOLDING COMPANY, LLC, a Delaware limited liability company, with an address at 2141 Rosecrans Avenue, Suite 2100, El Segundo, California 90245 ("Assignor"), to SBA TOWERS V, LLC, a Florida limited liability company, having an address at 5900 Broken Sound Parkway, NW, Boca Raton, FL 33487, Attn.: Thomas P. Hunt, Senior Vice President and General Counsel, Fax Number (561) 989-2941 ("Assignee").

*Easement and Assignment agreement recorded 5/30/2013
 Dist # 2013054147*

Preliminary Statement:

On the 11th day of April, 2013, Serenada Properties, LLC, a Nebraska Limited Liability Company and Assignor entered into that certain Easement and Assignment of Lease Agreement ("Easement") for that certain parcel of real property ("Easement Property") located in the City of Omaha, County of Douglas, State of Nebraska, which Real Property is more particularly described on Exhibit "A" attached hereto.

Pursuant to that certain Purchase and Sale Agreement dated as of the 31st day of May, 2013 ("Purchase Agreement"), by and between Assignor and Assignee, Assignor has, among other things, agreed to assign all its right, title and interest in and to the Perpetual Easement to Assignee and to sell and convey to Assignee all improvements thereon, including all communications towers or monopoles on the Real Property. All capitalized terms not otherwise defined in this Assignment shall have the meaning ascribed thereto in the Purchase Agreement.

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, Assignor and Assignee hereby agree as follows:

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1. ASSIGNMENT. As of the Transfer Date, Assignor hereby assigns and transfers all of its right, title, claim and interest in, to and under the Perpetual Easement and Access Easement (together, the "Easements") to Assignee and its successors and assigns. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, representatives, parents, subsidiaries, employees, attorneys, shareholders and past, present and future directors, and officers, together with the Assigned Lease Interests 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"), which may be imposed upon, asserted against or incurred or paid by Assignee by reason of, arising out of or in any way related to (a) any material breach of any representation or warranty by Assignor under the Purchase and Sale Agreement with respect to an Assigned Lease Interest, (b) any breach or default by Assignor under an Assigned Lease Interest prior to the Transfer Date, and (c) any act or omission of Assignor or Assignor's agents or representatives relating to the period of time prior to the Transfer Date, including any act or omission, or series of similar or related acts or omissions commencing prior to the Transfer Date and continuing after the Transfer Date. Assignor hereby represents and warrants to Assignee that Assignor is the sole owner of the Assigned Lease Interests. None of the Assigned Lease Interests have been assigned to any individual or entity (other than Assignee).

2. ACCEPTANCE OF ASSIGNMENT. Assignee as of the Transfer Date, hereby accepts the foregoing assignment of the Easement and assumes all of the Assignor's obligations under the Easements which arise or relate to the period 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 and all Losses and Liabilities arising out of (a) any material breach of any representation or warranty by Assignee under the Purchase and Sale Agreement with respect to an Assigned Lease Interest, (b) any breach or default by Assignee under an Assigned Lease Interest after the Transfer Date, and (c) any act or omission of Assignee or its agents or representatives relating to the period of time subsequent to the Transfer Date, excluding, however, Losses and Liabilities which arise out of or are in any way related to the Assigned Lease Interests after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.[Use indemnity from PSA]

APPURTENANCES, EASEMENTS, AND IMPROVEMENTS. Assignor hereby grants, bargains, assigns and sells to Assignee, its heirs and assigns forever, all of Assignor's right, title and interest in and to (i) all Appurtenant Property relating to the Real Property, (ii) all additional easements benefiting the Real Property, [we do not have thus cannot convey any improvements] and (iv) any and all non-disturbance agreements, subordination, non-disturbance & attornment agreements and all similar agreements benefitting Assignor and/or the Easements.

4. JURISDICTION AND VENUE. 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.

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.

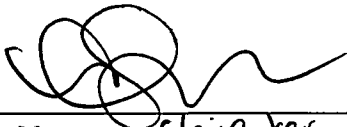
7. GOVERNING LAW. This Assignment will be governed by and construed in accordance with the internal laws of the State of Florida without regard to principles of conflicts of laws.

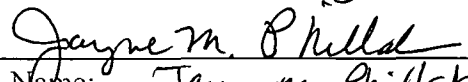
8. COUNTERPARTS. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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

EXECUTION PAGES FOLLOW

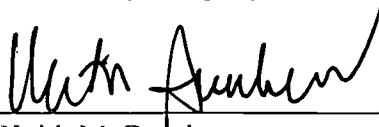
Witnesses:


Print Name: Claire Fernaghan Chappell


Print Name: Jayne M. Philkall

ASSIGNOR:

**LANDMARK INFRASTRUCTURE
HOLDING COMPANY, LLC**, a Delaware
limited liability company

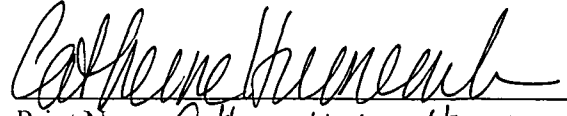
By: 
Keith M. Drucker
Chief Operating Officer

STATE OF California
COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 28 day of June, 2013, by Keith M. Drucker, Chief Operating Officer of LANDMARK INFRASTRUCTURE HOLDING COMPANY, LLC, a Delaware limited liability company. The above-named individual is personally known to me or has produced FL Drivers License as identification.

[NOTARIAL SEAL]




Print Name: Catherine Victoria Humenuk
NOTARY PUBLIC - California
ssion Number: 1959356
My Commission Expires: 11-5-15

Witnesses:

Ingrid Rossi
Print Name: Ingrid Rossi

Pamela Mentzer
Print Name: PAMELA MENTZER

ASSIGNEE:

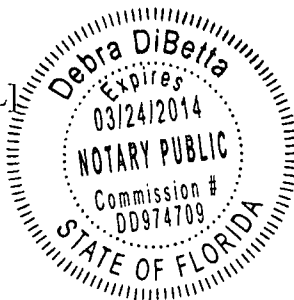
SBA TOWERS V, LLC,
a Florida limited liability company

By: Neil Seidman
Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28th day of June, 2013, by Neil Seidman, Vice President of SBA TOWERS V, LLC, a Florida limited liability company, on behalf of the company. The above-named individual is personally known to me.

[NOTARIAL SEAL]



Debra DiBetta
Print Name: Debra DiBetta
NOTARY PUBLIC - FLORIDA
Commission Number: DD974709
My Commission Expires: 3/24/14

EXHIBIT "A"

Legal Description of Easement

NE15560-G, Maple Street

PROPERTY DESCRIPTION: TOWER PARCEL

A 1,719 square foot (0.04± acres) Tower Parcel situated in Outlot "A", SERENADA PLACE, in Douglas County, Nebraska, more particularly described as follows:

COMMENCING at the Southeast Corner of Lot 1, of said SERENADA PLACE, and said corner also being on the North Right of Way line of MAPLE ST. (Public R/W) (Fnd. 5/8" Iron Bar); thence along said North Right of Way line, North 89°59'49" West, a distance of 106.52 feet; thence leaving said North Right of Way line, North 00°00'11" East, a distance of 305.80 feet to the POINT OF BEGINNING; thence North 05°51'58" East, a distance of 36.39 feet; thence South 83°02'12" East, a distance of 45.87 feet; thence South 00°29'43" West, a distance of 36.11 feet; thence North 83°37'23" West, a distance of 49.24 feet to the POINT OF BEGINNING.

PROPERTY DESCRIPTION: NON-EXCLUSIVE ACCESS/UTILITY EASEMENT

A 20 foot wide Non-Exclusive Access/Utility Easement, situated in SERENADA PLACE, in Douglas County, Nebraska, lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Southeast Corner of Lot 1, of said SERENADA PLACE, and said corner also being on the North Right of Way line of MAPLE ST. (Public R/W) (Fnd. 5/8" Iron Bar); thence along said North Right of Way line, North 89°59'49" West, a distance of 23.21 feet to the POINT OF BEGINNING of said centerline; thence leaving said North Right of Way line, North 05°20'30" West, a distance of 124.71 feet; thence North 18°36'24" West, a distance of 79.11 feet; thence North 04°51'21" West, a distance of 102.81 feet to the POINT OF TERMINATION. Containing 6,133 square feet (0.14± acres).

PROPERTY DESCRIPTION: UTILITY EASEMENT

A 20 foot wide Non-Exclusive Utility Easement, situated in SERENADA PLACE, in Douglas County, Nebraska, lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Southeast Corner of Lot 1, of said SERENADA PLACE, and said corner also being on the North Right of Way line of MAPLE ST. (Public R/W) (Fnd. 5/8" Iron Bar); thence along the East line of said Lot 1, North 00°03'49" West, a distance of 167.64 feet; thence leaving said East line, South 89°56'11" West, a distance of 14.13 feet to the POINT OF BEGINNING of said centerline; thence North 18°03'03" West, a distance of 139.58 feet to the POINT OF TERMINATION. Containing 2,963 square feet (0.07± acres).