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Eugene "Gene" Moore

Cook County Recorder of Deeds Date: 08/23/2005 12:18 PM Pg: 1 of 5

Prepared by: Robert W. Mouton Locke Liddell & Sapp LLP 601 Poydras Street, Suite 2400 New Orleans, LA 70130 File: #9092400.00500

Record and Return to: Land America/Lawyers Title Insurance Company

Attn: Louis Gifford

LTIC/Commercial Secur. ed Party Solutions

101 Gateway Centre Parkway Richmond, VA 23235-5153

Phone: 1.866.552.0129 Fax: 1.804.267.2330 File: #10646384 Unison Site: #228426

ASSIGNMENT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS

THIS ASSIGNMENT OF EASEMENT (this Assignment") is made and entered into to be effective as of the 261 day of ______, 2005, by UNISON SITE MANAGEMENT, L.L.C., a Delaware limited liability company, whose address is 0809D Bowman's Crossing, Frederick, Maryland 21703-7150 (the "Assignor"), to CELL TOWER LEASE ACQUISITION LLC, a Delaware limited liability company, whose address is 6809D Fovman's Crossing, Frederick, Maryland 21703-7150 (the "Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, being the current owner and holder of all of the grance's interest under the Easement (as hereinafter defined) with full power and authority to execute and deliver this Assignment without joinder, further action or consent by any party, does by these presents hereby grant, bargain, convey, sell, assign, transfer, set over and deliver unto the said Assignee, its successors, transferees, and assigns forever, and Assignee does, by its acceptance hereof, assume and accept, with respect to all periods of time after the date hereof, all of the rights, title and interest of said Assignor under, in and to the separate easement agreements described on Exhibit A attached hereto and made a part hereof, together with any and all ingress/egress, utilities or other rights related thereto (collectively, the "Easement"), said Easement pertaining to the respective parcels of land described on said Exhibit A, but reserving in Assignor any and all obligations, duties and liabilities of Assignor under paragraphs 9 and 10 of the Easement.

PIN# 22-14-400-037-0000

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Assignor hereby indemnifies and agrees to hold harmless Assignee from and against any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages and expenses of any nature whatsoever (including, without limiting the generality of the foregoing, reasonable attorneys' fees and court costs) which Assignee may incur, sustain, suffer or which may be asserted or assessed against Assignee on or after the date hereof, arising out of, pertaining to or in any way connected with the obligations, duties or liabilities under the Easement, which arose on or before the date hereof and with respect to the obligations, duties or liabilities under paragraphs 9 and 10 of the Easement, which arose on or before the date hereof or at any time after the date hereof.

Assigned hereby indemnifies and agrees to hold harmless Assignor from and against any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages and expenses of any nature whatsoever (including, without limiting the generality of the foregoing, reasonable attorneys' fees and court costs) which Assignor may incur, sustain, suffer or which may be asserted or assessed against Assignor on or after the date hereof, arising out of, pertaining to or in any way connected with the obligations, varies or liabilities under the Easement (other than those set forth in paragraphs 9 and 10 of the Easemera), prising from and after the date hereof.

The burden of the indemnities set forth above shall not be assigned. Except as aforesaid, this Assignment shall bind and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other e Control jurisdiction.

[INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, Assignor has executed this Assignment to be effective as of the date first set forth above.

WITNESSES:	ASSIGNOR: UNISON SITE MANAGEMENT, L.L.C., a Delaware limited liability company
Print Name:Chante Lance.	By: Name: James R. Holmes Title: Vice President/Secretary Address: 6809D Bowman's Crossing City: Frederick State: Maryland Zip: 21703-7150 Tel: (646) 452-5455 Fax: (301) 360-0635
STATE OF NEW YORK)) ss. COUNTY OF NEW YORK)	
On the day of in the year of 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared James R. Holmes, Vice President/Secretary of Unison Site Management, L.L.C., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose same 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 individual or the entity upon behalf of which the individual acted, executed the instrument.	
WITNESS my hand and official seal.	ALEXIS IHNATOLYA
Signature: My Commission Expires: Commission Number:	Notary Public, State of New York No. 01H4824185 Qualified in Kings County Commission Expires May 6, 20

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IN WITNESS WHEREOF, Assignee has executed this Assignment to be effective as of the date first set forth above.

WITNESSES:	ASSIGNEE: CELL TOWER LEASE ACQUISITION LLC
	a Delaware limited liability company
Print Name: Denise Reaves	By: Name: James R. Holmes Title: Vice President/Secretary Address: 6809D Bowman's Crossing
Print Name: Chante Land	City: Frederick
	State: Maryland
Coop	Zip: 21703-7150
	Tel: (646) 452-5455
0/4	Fax: (301) 360-0635
STATE OF NEW YORK)) ss.	
COUNTY OF NEW YORK)	
On the 26 day of in the year of 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared James R. Holmes, Vice President/Secretary of Cell Tower Lease Acquisition LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same it his authorized capacity, within instrument and acknowledged to me that he executed the entity upon behalf of which the individual acted, executed the instrument.	
WITNESS my hand and official seal.	WALL WATCH YA
Signature: My Commission Expires: Commission Number:	ALEXIS IHNATOLYA Notary Public, State of New York No. 01H4824185 Qualified in Kings County Commission Expires May 6, 20

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EXHIBIT A

Description of Easement

(Location, Cook County, Illinois)

That certain Easement and Assignment Agreement dated as of May 26, 2005, by and between Bencsik Family Limited Partnership, as site owner, and Unison Site Management, L.L.C., as grantee, recorded in/under <u>0515117123</u> of the records of Cook County, State of Illinois, encumbering all or part of the following described real property:

The West buf of the East 1/4 of the North West 1/4 of the South East 1/4 of Section 14, Township 37 North, Range 1, Fast of the Third Principal Meridian, in Cook County, Illinois

Together with and subject to the access for ingress and egress, as conveyed in document dated May 11, 1978 and recorded October 2, 1978 as Document No. 24653752 in the property records of Cook County, Illinois.