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Doc#: 0608239142 Fee: \$32.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 03/23/2006 02:46 PM Pg: 1 of 5

Prepared by: Robert W. Mouton Locke Liddell & Sapp LLP 601 Poydras Street, Suite 2660 New Orleans, LA 70130 File: #90924/00902

Unison Site: #295983

Record and Rature to:
Kathy Markalinski
First American Title Insurance Company
National Commercial Sarvices
7370 College Parkway, Sair 104
Fort Myers, FL 33907
Phone: 1.800.585.2906
Fax: 1. 239.938.8885
File: #NCS-209555-FTM

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 28th day of February, 2006, by UN SON SITE MANAGEMENT, L.L.C., a Delaware limited liability company, whose address is 92 Thomas Johnson Drive, Suite 130, Frederick, Maryland 21702 (the "Assignor"), to CELL TOWER LEASE ACQUISITION LLC a Delaware limited liability company, whose address is 92 Thomas Johnson Drive, Suite 130, Frederick, Maryland 21702 (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 grant ses 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.



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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.

Assigner hereby indemnifies and agrees to hold harmless Assignor from and against any and all liabilities, ziaims, 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. I vies or liabilities under the Easement (other than those set forth in paragraphs 9 and 10 of the Easement), arising 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 extert 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 -lory's Office jurisdiction.

[INTENTIONALLY LEFT BLANK]

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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 (a Delaware limited liability company
Christol	By:
Print Name: Chante Land	Name: James R. Holmes
	Title: Vice President/Secretary
Campact. Harings	
Rrint Name: lessica M. Dr. Thomas	Address: 92 Thomas Johnson Drive, Suite
Ox	130
	City: Frederick
	State: Maryland
	Zip: 21702
	Tel: (646) 452-5455
	Fax: (301) 360-0635
STATE OF NEW YORK) 0/,
) ss.
COUNTY OF NEW YORK	

On the 28th day of February in the year of 2006, before the, the undersigned, a Notary Public in and for said state, personally appeared James R. Holmes Vice President/Secretary of Cell Tower Lease Acquisition LLC, a Delaware limited liability company 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 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.

Signature:

My Commission Expires:

Commission Number:

ALEXIS IHNATOLYA
Notary Public State of New York
No. 01H41 4185
Qualified in Kir us 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 February 28, 2006 by and between Charles Schroeder, as Trustee under The Charles Schroeder Revocable Trust dated December 1, 1995, as site owner, and Unison Site Management, L.L.C., as grantee, recorded in/under 608239141 of the records of Cook County, State of Illinois, encumbering 211 or part of the following described real property:

LOTS 13 THROUGH 16 BOTH INCLUSIVE, IN SUBDIVISION OF BLOCKS 1, 2 AND 3 IN SUPERIOR COURT COMMISSIONER'S PARTITION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16-25-302-013 16-25-302-014 Property Address: 2628 & Sacramento, chigo, the

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

WITNESSES:		ASSIGN UNISO!	IOR: N SITE MANAGEMENT, L.L.C.
1		a Delaw	are limited liability company
mmto X		By:	
Print Name:	-	Name:	James R. Holmes
9hante Lan	d	Title(Vice President/Secretary
LINEACH DEAMAIL)		
Rrint Name: Jessica M De Thomas	- -	Address	: 92 Thomas Johnson Drive, Suite
0.5		130	
		City:	Frederick
\sim)	State:	Maryland
	0_	Zip:	21702
	OZ	Tel:	(646) 452-5455
	τ_{0}	Fax:	(301) 360-0635
STATE OF NEW YORK)),	
) ss.	40.	
COUNTY OF NEW YORK)	17	

On the 28th day of February in the year of 2006, 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 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 individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

ALEXIS IHNATOLYA
Notary Source: Store of New York
for a trade 418:

Our field in Kir is County
Con modern Experies May 6, 20 C G

My Commission Expires: ____ Commission Number: ____

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