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Doc#: 1223617034 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/23/2012 11:07 AM Pg: 1 of 9

Prepared by:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Richard P. Palermo, Esq.
ATC Site #/ Site Name: 303847 North & Central
Property Tax ID#: 13-32-400-023, 13-32-400-025, 13-32-400-030, 13-32-400-036

Return To:

Old Republic Site Management Services
17330 Preston Road, Suite 150A
Dallas, Texas 75252

121301-R

ASSIGNMENT OF EASEMENT AND ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS,

This ASSIGNMENT OF EASEMENT AND ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT ("Assignment") is made and entered into to be effective as of the 29th day of March, 2012, by GLP CELL SITE I, LLC, a Delaware limited liability company, successor in interest to T1 Unison Site Management, LLC, whose address is 750 Park of Commerce Blvd., Suite 300, Boca Raton, FL 33487 ("Assignor"), to AMERICAN TOWERS LLC, a Delaware limited liability company, whose address is 116 Huntington Avenue, Boston, MA 02116 ("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 grantee'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 easement agreement 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 parcel of land described on said Exhibit A. This Assignment includes all of Assignor's right, title and interest under that certain lease agreement described on Exhibit B attached hereto ("Assigned Lease"), and Assignee, as of the date hereof, hereby assumes the right, title and interest of Assignor and as applicable landlord under the Assigned Lease, accruing on or after the date hereof.

To have and to hold the Easement and the Assigned Lease unto Assignee and its successors and assigns, 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

Property Address

5750 W. Bloomingdale Ave., Chicago, IL 60639

S Yes
P 9
S N
M N
SC Yes
E Yes
INT N

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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 or the Assigned Lease, which arose on or before the date hereof.

Assignee hereby indemnifies and agrees to hold harmless Assignor from and against any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages and expense 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, duties or liabilities under the Easement or the Assigned Lease, 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 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 jurisdiction.

[SIGNATURE PAGES FOLLOW]

Property of Cook County Clerk's Office

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

ASSIGNOR:

WITNESSES:

GLP CELL SITE 1, LLC,
a Delaware limited liability company

By: [Signature]
Name: **Shawn Ruben**
Title: **Secretary**

[Signature]
Print Name: **JONATHAN FACACCO**

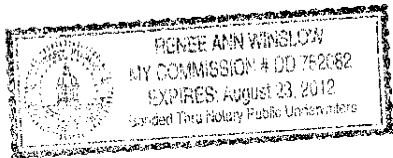
[Signature]
Print Name: **Milagros D. Shearer**

STATE OF Florida)
COUNTY OF Palm Beach) ss.

On the 21th day of February, 2010 before me, the undersigned, a Notary Public in and for said state, personally appeared Shawn Ruben, Secretary, 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 on behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Signature]
Print Name: Reece Ann Winslow
My Commission Expires: 8/23/12



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ASSIGNEE:
AMERICAN TOWERS LLC,
a Delaware limited liability company

WITNESSES:

By: _____
Print Name: _____
Title: **Margaret Robinson**
Senior Counsel

Signature: _____
Print Name: **Richard P. Perrone**
Signature: _____
Print Name: **Patrick Fitzpatrick**

ACKNOWLEDGEMENT

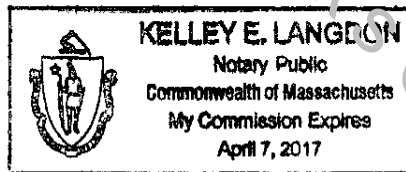
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On the 20th day of March, 2012 before me, the undersigned, a Notary Public, personally appeared Margaret Robinson, as Senior Counsel, of American Towers LLC, a Delaware Limited Liability Company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kelley E. Langdon
Notary Public
Print Name: Kelley E. Langdon
My commission expires: _____



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EXHIBIT A

DESCRIPTION OF EASEMENT

That certain Easement and Assignment dated as of September 22, 2006, by and between Blommingdale Kaiser Building, L.L.C., a Delaware limited liability company, as site owner, and Unison Site Management, L.L.C., a Delaware limited liability company, as grantee, as evidenced by an Easement and Assignment Agreement recorded on September 13, 2007 as Doc# 0725622101 of the records of Cook County, State of Illinois, as assigned by UNISON SITE MANAGEMENT, LLC to T1 UNISON SITE MANAGEMENT LLC, a Delaware limited liability company by ASSIGNMENT OF EASEMENT dated October 19, 2006, recorded on September 13, 2007 as Doc # 0725622102 of the records of Cook County, State of Illinois, encumbering all or part of the following described real property:

Legal Description of Parent Parcel

Parcel One

Tract One

The South 165.78 feet of Lot 4 (Except the West 350 feet) in Keeney Industrial District, being an owners division in the South East 1/4 of Section 32, Township 40 North, Range 13, East of the Third Principal Meridian, according to the plat thereof dated December 26, 1924 and recorded in the recorder's office of Cook County, Illinois January 8, 1925 as Document 8732302 and filed in the Office of the Registrar of Titles of Cook County, Illinois January 9, 1925 as Document LR241222;

ALSO

Tract Two

That part of the South 165.78 feet of Lot 2 lying East of the East line of Lot 4 and West of the center line of a 50 foot private street being drawn parallel with and 932.24 feet East of the West line of said Lot 4 in Keeney's Industrial District aforesaid;

Parcel Two

The South 165.78 feet of the West 337 feet of Lot 4 in Keeney Industrial District, being an owners division in the South East 1/4 of Section 32, Township 40 North, Range 13, East of the Third Principal Meridian, according to the plat thereof made under date of December 26, 1924, by Chicago Guarantee Survey Company and filed for record in the Office of the Registrar of Title of Cook County, Illinois on January 3, 1925 as Document LR241222; Parcel C:

The East 13 feet of the West 350 feet of the South 165.78 feet of Lot 4 in Keeney Industrial District, being an owner's division in the South East 1/4 of Section 32, Township 40 North, Range 13, East of the Third Principal Meridian;

Parcel Three

A strip of land in that part of Lot 4 and Lot 2 in Keeney Industrial District an owner's division in the South East 1/4 of Section 32, Township 40 North, Range 13, East of the Third Principal Meridian, described as follows:

Commencing at a point on the West line of said Lot 4, said Keeney Industrial District, 165.78 feet North of the Southwest corner of said Lot 4 in said Keeney Industrial District, running thence East parallel with the South line of said Lot 4 (said South line being also the North line of

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EXHIBIT A (CONTINUED)

Legal Description of Parent Parcel (CONTINUED)

Bloomington Avenue), a distance of 826.08 feet to its intersection with the South line of the right of way (at point of tangency) conveyed to Chicago, Milwaukee, St. Paul and Pacific Railroad Company on October 4, 1932 by Deed recorded November 9, 1932 as Document 11162537 and filed December 27, 1932 as Document LR599299; thence Northwesterly along the Southerly line of said right of way, being a curved line convexed Southwesterly, the last described course being tangent thereto and having a radius of 487.6 feet a distance of 132.9 feet; thence West on a line parallel with and 183.78 feet North of the South line of Lot 4 aforesaid, a distance of 694.98 feet to its intersection with the West line of said Lot 4; thence South on said West line 18 feet to the point of beginning;

Parcel Four

That part of Lots 2, 3 and 4 in Keeney Industrial District, being an owner's division in the South East 1/4 of Section 32, Township 40 North, Range 13, East of the Third Principal Meridian, described as follows:

Commencing at a point in the West line of Lot 4, in said Keeney Industrial District, being the East line of North Monitor Avenue, 183.78 feet North of the South line of said Lot 4; thence North along the East line of North Monitor Avenue, a distance of 160 feet; thence East along a line drawn parallel with and 343.78 feet North of the South line of said Lot 4, a distance of 450.99 feet to its intersection with the Southerly right of way line of the land conveyed to Chicago, Milwaukee, St. Paul and Pacific Railroad Company by Deed dated October 4, 1932 and recorded November 9, 1932, as Document 11162537 and filed December 27, 1932 as Document LR599299; thence South Easterly along said right of way being a curved line convexed South Westerly and having a radius of 487.60 feet, a distance of 297.58 feet (arc), to its intersection with a line drawn parallel with and 183.78 feet North of the South line of said Lot 4, being the North line of right of way conveyed to the Trustees of the Property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company by Deed dated August 2, 1940 and filed June 5, 1941 as Document LR899490; thence West along said right of way line, a distance of 694.98 feet to the point of beginning, all in Cook County, Illinois.

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EXHIBIT A (CONTINUED)

Legal Description of Easement

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and described as follows:

That part of Lot 3 in Keeney Industrial District, Being an owner's subdivision in the SE ¼ of Section 32, T-40-N, R-13-E, of the Third Principal Meridian according to the plat thereof recorded December 31, 1924 as document number 8732302, bounded and described as follows:

Commencing at the SW corner of Lot 4 in said Keeney Industrial District Subdivision, being the NE corner of the intersection of Monitor Avenue (also recorded as Mansfield Avenue) and Bloomingdale Avenue; thence N 00° 00' 00" E, being an assumed bearing on the West line of Lots 3 and 4 of said Keeney Industrial District Subdivision, a distance of 242.50 feet thence N 90° 00' 00" E, a distance of 20.00 feet to the point of beginning;

Thence S 00° 00' 00" E, a distance of 05.00 feet; Thence continuing N 90° 00' 00" E, a distance of 55.00 feet; Thence N 00° 00' 00" E, a distance of 60.00 feet; Thence S 90° 00' 00" W, a distance of 55.00 feet; Thence S 00° 00' 00" E, a distance of 55.00 feet to the point of beginning, all in Cook County, Illinois.

EASEMENT FOR CONSTRUCTION

That part of Lot 3 in Keeney Industrial District, Being an owner's subdivision in the SE ¼ of Section 32, T-40-N, R-13-E, of the Third Principal Meridian according to the plat thereof recorded December 31, 1924 as document number 8732302, bounded and described as follows:

Commencing at the SW corner of Lot 4 in said Keeney Industrial District Subdivision, being the NE corner of the intersection of Monitor Avenue (also recorded as Mansfield Avenue) and Bloomingdale Avenue; thence N 00° 00' 00" E, being an assumed bearing on the West line of Lots 3 and 4 of said Keeney Industrial District Subdivision, a distance of 282.50 feet thence N 90° 00' 00" E, a distance of 20.00 feet to the point of beginning;

Thence continuing N 90° 00' 00" E, a distance of 50.00 feet; Thence N 00° 00' 00" E, a distance of 50.00 feet; Thence S 90° 00' 00" W, a distance of 50.00 feet; Thence S 00° 00' 00" W, a distance of 50.00 feet to the point of beginning, all in Cook County, Illinois.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

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EXHIBIT A (CONTINUED)

Legal Description of Access and Utilities Easement

That portion of the Property on which any Facilities exist on the date of this Agreement or provided by Site Owner under the Existing Agreements for access and utility providers, and the portion of the Property substantially as described in the following:

All rights of ingress and egress across the Property more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, including but not limited to West Bloomingdale Avenue (hereinafter the "Access and Utility Easement"), along with the right to use said Access and Utility Easement for the development, repair, maintenance and removal of utilities providing service to the Communications Easement and the Facilities, as defined herein, and any related activities and uses. Said easement being more fully described as follows:

That part of Lot 3 in Keeney Industrial District, Being an owner's subdivision in the SE 1/4 of Section 32, T-40-N, R-13-E, of the Third Principal Meridian according to the plat thereof recorded December 31, 1924 as document number 8732302, bounded and described as follows:

Commencing at the SW corner of Lot 4 in said Keeney Industrial District Subdivision, being the NE corner of the intersection of Monitor Avenue (also recorded as Mansfield Avenue) and Bloomingdale Avenue; thence N 00° 00' 00" E, being an assumed bearing on the West line of Lots 3 and 4 of said Keeney Industrial District Subdivision, a distance of 242.50 feet thence N 90° 00' 00" E, a distance of 60.00 feet; thence N 00° 00' 00" E, a distance of 40.00 feet to the point of beginning; Thence continuing N 00° 00' 00" E, a distance of 28.00 feet to a point of curve; Thence Northwesterly 65.97 feet on the arc of curve, concave to the SW, having a radius of 42.00 feet, having a chord bearing of N 45° 00' 00" W, and a chord distance of 59.40 feet; Thence S 90° 00' 00" W, a distance of 18.00 feet to the West line of said Lot 3; Thence S 00° 00' 00" W, on said West line of Lot 3, a distance of 20.00 feet; Thence N 00° 00' 00" E, a distance of 18.00 feet to a point of curve; Thence Southeasterly 34.56 feet on the arc of a curve concave to the SW, having a radius of 22.00 feet, having a chord bearing of S 45° 00' 00" E, and chord distance of 31.11 feet; Thence S 00° 00' 00" W, a distance of 28.00 feet; Thence N 90° 00' 00" E, a distance of 20.00 feet to the point of beginning, all in Cook County, Illinois.

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EXHIBIT B

Assigned Lease

That certain Lease dated as of July 14, 1988 by and between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated May 18, 1988 and known as Trust Number 105462-08, as Lessor, and BSN Corp. a Delaware corporation, as Lessee, as lease was assigned by the Assignment of Lease by Lessor to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 30, 1988 and know as Trust Number 105969-06, dated July 14, 1988.

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