
R2012058009
 Receipt # T20120061909
Karen A. Stukel Will County Recorder **9P**
 JD Date 05/30/2012 Time 12:01:50
 Recording Fees: \$32.75
 IL Rental Hsng. Support Program: \$10.00

Prepared by:
 American Tower
 10 Presidential Way
 Woburn, MA 01801
 Attn: Land Management/Anthony Rosa, Esq.
 ATC Site #/ Site Name: 304304 Blodgett IL
 Property Tax ID#: 04-10-34-100-005-0000

Return To:
 Old Republic Site Management Services
 17330 Preston Road, Suite 150A
 Dallas, Texas 75252
 Reference Original Recorded Inst # 2005090369

121352-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 11th day of March, 2012, by CELL TOWER LEASE ACQUISITION LLC, a Delaware limited liability company, whose address is 750 Park of Commerce blvd, Suite 300, Boca Raton, Fl 33487-3612 (“Assignor”), to AMERICAN TOWERS LLC, a Delaware limited liability company, whose address is 116 Huntington Avenue, Boston, MA 02116 (“Assignee”).

WITNESSETH

WHEREAS, Assignor acquired the grantee’s interest in that certain Easement and Assignment Agreement described on Exhibit A (the “*Easement Agreement*”), encumbering the property described on Exhibit A (the “*Parent Parcel*”) for the use of the property defined in the Easement Agreement as the Communication Easement (referred to herein as the “*Original Easement Area*”) and the Access and Utility Easements also described in the Easement Agreement (referred to herein as the “*Access and Utility Easements*”); the Easement Agreement also assigned to Assignor, or its predecessor in interest, landlord’s beneficial interest in any lease agreements affecting the Original Easement Area.

WHEREAS, for purposes only of describing the intent of the parties hereto and in no way limiting or modifying the grants and purposes set forth in the Easement Agreement, the Easement Agreement relates to the maintenance and operation of two (2) separate communication towers; it is the intent of this Assignment to provide notice of Assignor’s assignment of all interests relating to one such tower while retaining Assignor’s interests relating to the other tower.

1 of 9 EXN 2.

WHEREAS, in furtherance thereof, this assignment shall ratify, confirm and provide notice in the public record of the assignment pursuant of the portion of the Easement related to and encumbered by that certain lease agreement described in Exhibit B (the "*ATC Lease*").

WHEREAS, that portion of the Original Easement Area related to and encumbered by the ATC Lease is referred to herein as the "*ATC Easement Area*" and is more specifically described by metes and bounds on Exhibit A. The Access and Utility Easement serving the ATC Easement Area (the "*Access and Utility Easement Area*") is more shown on attached Exhibit A. The portion of the Original Easement Area less and except the ATC Easement Area and the ATC Access and Utility Easements shall be referred to herein as the "*CTLA Easement Area*" and the lease agreement encumbering the CTLA Easement Area shall be referred to herein as the "*CTLA Lease*."

WHEREAS, the parties acknowledge and agree that a portion of the Access and Utility Easements may be currently shared by the parties and used by CTLA for purposes of servicing the CTLA Easement Area. Accordingly, ATC agrees that CTLA and its tenants, contractors, employees and invitees shall continue to utilize the Access and Utility Easement and said portion of the Access and Utility Easement will be continued to be shared between the parties ("Shared Easements").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Assignor, being the current owner and holder of all of the grantee's interest under the ATC Easement Area, 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 the Access and Utility Easement as described on said Exhibit A. Assignor expressly reserves all rights in and to any Shared Easements and to use the Access and Utility Easements as hereinafter described.

This Assignment includes all of Assignor's right, title and interest under the ATC Lease 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 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.

Assignee acknowledges and agrees that nothing herein shall act to convey (a) Assignor's exclusive easement over the CTLA Easement Area, (b) Assignor's right to continue to utilize jointly with Assignee, on a non-exclusive basis, the Access and Utility Easements or (c) Assignor's interest in the CTLA Lease.

Subject to and in accordance with the terms of the Easement, Assignor shall be solely responsible for any and all Taxes (as defined in the Easement Agreement) arising from or related to the CTLA Easement Area and associated equipment, and to take commercially reasonable steps, in coordination with Assignee, to enforce the obligations of the Site Owner (as defined in the Easement Agreement) in connection with its payment of Taxes owed against the Parent Parcel. Likewise, subject to and in accordance with the terms of the Easement Agreement, Assignee shall be solely responsible for any and all Taxes arising from or related to the ATC Easement Area and the portion of the ATC Access and Utility Easement Area save and except that portion of the Shared Easements, and to take commercially reasonable steps, in coordination with Assignor, to enforce the obligations of the Site Owner in connection with its payment of Taxes owed against the Parent Parcel.

Assignor and Assignee agree to use all commercially reasonable efforts to cooperate with each other and consent to commercially reasonable accommodations to each other in connection with access and the installation, repair, maintenance, replacement, upgrade or removal of utility wires, poles, cables, conduits and pipes, equipment, or any other Facilities (as defined in the Easement Agreement) related to each party's full use and enjoyment of its rights and benefits under the Easement. In furtherance thereof, in no event shall either party block or materially interfere with access or utilities to the other party's exclusive easement area, unless the party whose access or utilities are to be blocked or materially interfered with has first received no less than thirty (30) days prior written notice thereof (except in the case of an emergency [meaning there is a significant risk of imminent injury or material damage to persons or property], in which case, as much notice as possible under the circumstances, must be given), and all commercially reasonable efforts are made by the party blocking or interfering with such access and utilities to minimize such blockage or interference and to limit the duration thereof.

Maintenance of Shared Easements.

- A. Certain Costs Are Not Shared. Subject to and in accordance with the terms of the Easement Agreement, Assignor and Assignee agree to each be solely responsible for any roadway, drive or any utilities, or any portions thereof, serving solely the CTLA Easement Area or the ATC Easement Area, respectively. Similarly, Assignor and Assignee are each solely responsible for any damages to the Shared Easements caused solely by it or its agents, invitees, lessees, licensees, contractors or subcontractors.
- B. Shared Costs. Subject to and in accordance with the terms of the Easement and Section A. above, Assignor and Assignee agree to share pro-rata based upon the number of towers operating within the CTLA Easement Area and the ATC Easement Area ("*Pro Rata Calculation*") in the maintenance, repair, replacement and improvement costs arising in connection with the roadway or drive, or any shared utilities currently located within the Shared Easements. Neither Assignor nor Assignee may expend in excess of \$2,500 per occurrence, for any maintenance, repair, replacement or improvements to the Shared Easements, without first obtaining the other party's prior written consent to the work to be performed and the estimated costs to be expended. Neither party hereto shall unreasonably, condition, withhold or delay its consent to the other party's request for such consent.

- C. Response or Reimbursement Required within 30 Days. Each party agrees to respond to any request for its consent by the other party to the performance of maintenance on or improvements to the Shared Easements within thirty (30) days of its receipt of written request therefor. Likewise, each party agrees to pay its pro rata share, based upon the Pro Rata Calculation, of any costs expended in connection with any maintenance, repair, replacement or improvement to the Shared Easements within thirty (30) days of receiving an invoice for such costs, which invoice must be accompanied by evidence of receipt of lien releases or lien waivers by any contractors, subcontractors or materialmen performing work on or providing materials for the Shared Easements, unless the parties have previously agreed in writing upon another method for paying such costs.
- D. Amounts Increased by the Consumer Price Index. All amounts set forth in this Section shall be increased on the tenth (10) anniversary of the Transfer Date and every tenth anniversary thereafter commensurate with increases in the Consumer Price Index for the All Urban Consumers, US City Average, Base Year 1984 = 100 indicator.

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]

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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:

CELL TOWER LEASE ACQUISITION LLC,
a Delaware limited liability company

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

[Signature]
Print Name: Juanita Franco

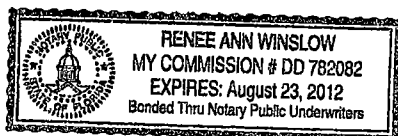
[Signature]
Print Name: Lana M. Cabrera

STATE OF Florida)
)ss.
COUNTY OF Palm Beach)

On the 27 day of February, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared Shawn Ruben, 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 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: Renee Ann Winslow
My Commission Expires: _____



ASSIGNEE:
AMERICAN TOWERS LLC,
a Delaware limited liability company

WITNESSES:

By: [Signature]
Print Name: RICHARD ROSSI
Title: Vice President, Contract Management

[Signature]
Signature
Print Name: ROSA BLITTON
[Signature]
Signature
Print Name: Renee Byrd

ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On the 20th day of March, 2012 before me, the undersigned, a Notary Public, personally appeared Richard Rossi, as V.P. Contract Mgmt., 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.

[Signature]
Notary Public
Print Name: Nicole C. Montgomery
My commission expires: 4/22/2016

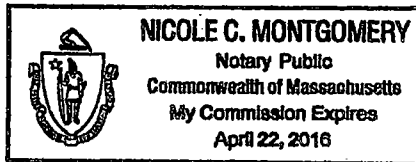


EXHIBIT A (1 of 2)**DESCRIPTION OF EASEMENT**

That certain Easement and Assignment dated as of April 20, 2005, by and between Prairie Investment Corporation, an Illinois corporation, as site owner, and Unison Site Management, LLC, a Delaware limited liability company, as grantee, as evidenced by an Easement and Assignment Agreement recorded on June 1, 2005 at Instrument Number 2005090369 of the records of Will County, State of Illinois, as assigned by UNISON SITE MANAGEMENT, LLC to CELL TOWER LEASE ACQUISITION LLC by that EASEMENT AND ASSIGNMENT AGREEMENT dated April 20, 2005, recorded on June 1, 2005 at Instrument Number R2005090371 of the records of Will County, State of Illinois, encumbering all or part of the following described real property:

Legal Description of Parent Parcel

That part of the North 180 feet of the South 1145 feet of the Northwest quarter of Section 34 lying East of the Easterly right of way line of Federal Aid Interstate Route 55 Highway and lying West of a line 1210 feet East of and parallel with the said Easterly right of way line, in Township 34 North, Range 9 East of the Third Principal Meridian, Channahon Township, Will County, Illinois, containing 5.0 acres more or less.

ATC Easement Area

An easement area situated in the City of Channahon, County of Will, State of Illinois, lying within the West 1/2 of the Southwest 1/4 of Section 34, Township 34 North, Range 9 East, and known as being a 2,400 sq.ft. easement area over and upon the lands described in deed to Prairie Investment Corporation by Instrument # R87029585 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at the most southeasterly corner of the aforesaid lands of Prairie Investment Corporation by Instrument # R87029585, thence N 02°53'47" W a distance of 117.34 feet to the place of beginning.

Thence, along the aforesaid easement area for the following eight (4) courses and distances; 1)

North 69°51'15" West, a distance of 39.35 feet;

2) North 20°05'03" East, a distance of 60.99 feet;

3) South 69°51'15" East, a distance of 39.35 feet;

4) South 20°05'03" West, a distance of 60.99 feet to the place of beginning. Said easement area encumbering 2,400 square feet or (0.0551 acres), more or less.

EXHIBIT A Continued (2 of 2)**Legal Description of Access and Utilities Easement**

An easement situated in the City of Channahon, County of Will, State of Illinois, lying within the West 1/2 of the Southwest 1/4 of Section 34, Township 34 North, Range 9 East and known as being a 10,864 sq.ft. access & utility easement across, over and upon the lands described in deed to Prairie Investment Corporation by Instrument # R87029585 and the lands of Powell Management, LLC parcel number: 04-10-34-300-016-0000 of the aforesaid County Records of Deeds and being 10 feet left and right of the following described centerline:

Commencing at the most southeasterly corner of the aforesaid lands of Prairie Investment Corporation by Instrument # R87029585, Thence N 02°53'47" W a distance of 117.34 feet to a point; thence N 69°51'15" W a distance of 39.35 feet to a point; thence N 20°05'03" E a distance of 17.02 feet to the place of beginning of an access and utility easement being 20' in width and lying 10' on each side of the following described centerline;

Thence, along the aforesaid centerline for the following nine (7) courses and distances; 1) N 67°25'24" W a distance of 56.88 feet to a point; 2) S 88°39'32" W a distance of 81.22 feet to a point; 3) N 00°32'37" E a distance of 72.54 feet to a point; 4) S 88°53'41" W a distance of 82.56 feet to a point; 5) S 88°46'47" W a distance of 80.56 feet to a point; 6) S 88°59'09" W a distance of 80.94 feet to a point; 7) N 89°50'58" W a distance of 88.49 feet to the point of termination, situated on the easterly margin of South Frontage Road East (a public right of way). Said easement area encumbering 10,864 square feet (0.2494 acres), more or less.

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EXHIBIT B

Assigned Lease

That certain Communications Site Lease Agreement dated June 1, 2000, by and between Prairie Investment Corporation, an Illinois corporation, as landlord, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as tenant, and as evidenced by a Memorandum of Agreement, recorded on November 9, 2000 as Document No. R2000-122342, Will County, Illinois.

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