

NCS-144924-FTM
 DEC 4 5 2005

Prepared by:
 Robert W. Mouton, Esq.
 Locke Liddell & Sapp LLP
 601 Poydras Street, Suite 2400
 New Orleans, LA 70130
 File: #90924/00434 & 00507

Record and Return to:
 Brenda Muller
 First American Title Insurance Company
 National Commercial Services
 7370 College Parkway, Suite 104
 Fort Myers, FL 33907
 Phone: 1.800.585.2906
 Fax: 1.239.938.8885
 File: #NCS-144924-FTM
 Unison Site: #300570/334268

LAURIE MCPHILLIPS 5P R 2005090371
 Will County Recorder Page 1 of 5



JAD Date 06/01/2005 Time 14:25:48
 Recording Fees: 19.00

ASSIGNMENT OF EASEMENTS

KNOW ALL MEN BY THESE PRESENTS,

THIS ASSIGNMENT OF EASEMENTS (this "Assignment") is made and entered into to be effective as of the 20th day of April, 2005, by UNISON SITE MANAGEMENT, L.L.C., a Delaware limited liability company, whose address is 6809D Bowman's Crossing, Frederick, Maryland 21703-7150 (the "Assignor"), to CELL TOWER LEASE ACQUISITION LLC, a Delaware limited liability company, whose address is 6809D Bowman'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 grantee's interest under the Easements (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 Easements.

45 99

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.

Assignee 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, duties or liabilities under the Easement (other than those set forth in paragraphs 9 and 10 of the Easements), 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.

[INTENTIONALLY LEFT BLANK]

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


WITNESSES:


Print Name: Noel Janson


Print Name: Pascale Andre

ASSIGNOR:

**UNISON SITE MANAGEMENT, L.L.C.,
a Delaware limited liability company**

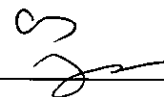

By: _____
Name: James R. Holmes
Title: Vice President/Secretary

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 2nd day of April 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 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. 014824185
Qualified in Kings County
Commission Expires May 6, 20__

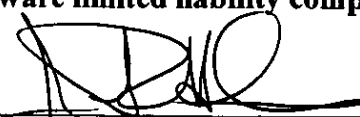
IN WITNESS WHEREOF, Assignee has executed this Assignment to be effective as of the date first set forth above.


WITNESSES:

ASSIGNEE:

**CELL TOWER LEASE ACQUISITION LLC,
a Delaware limited liability company**


Print Name: Noel Janson

By: 
Name: James R. Holmes
Title: Vice President/Secretary




Print Name: Pascale Andre

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 20th day of April 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 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. 0114824185
Qualified in Kings County
Commission Expires May 6, 2006

EXHIBIT ADescription of Easement
(Location, Will County, Illinois)

Those certain Easement and Assignment Agreements dated as of April 20, 2005 (respectively), by and between Prairie Investment Corporation, an Illinois corporation, as site owner, and Unison Site Management, L.L.C., as grantee, recorded in/under R2005090370 and on 6/1/05 of the records of Will County, State of Illinois, and respectively encumbering all or part of the following described real property:

PARCEL 1: THE NORTH 480.00 FEET OF THE SOUTH 1,680.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST RIGHT OF WAY LINE OF FEDERAL AID INTERSTATE ROUTE 55 HIGHWAY (LOCALLY KNOWN AS ROUTE 66), AN LYING WESTERLY OF THE PROLONGATION OF A STRAIGHT LINE INTERSECTING A POINT 1200.00 FEET NORTH OF AND 622.90 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION WITH SAID STRAIGHT LINE ALSO INTERSECTING THE NORTH LINE OF SAID SOUTHWEST 1/4, 1,176.38 FEET EAST OF THE WEST LINE OF SAID SECTION; AND ALSO A NARROW STRIP OF LAND DESCRIBED AS THAT PART OF SAID SECTION LYING SOUTH OF THE NORTH LINE OF THE SOUTH 800.00 FEET OF THE NORTHWEST 1/4 OF SAID SECTION, LYING NORTH OF THE SOUTH 1,680.00 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION, LYING WESTERLY OF THE AFORESAID DESCRIBED NORTHEASTERLY-SOUTHWESTERLY STRAIGHT LINE AND ITS PROLONGATION AND LYING EASTERLY OF A STRAIGHT LINE INTERSECTING A POINT 1,680.00 FEET NORTH OF AND 700.45 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION WITH SAID STRAIGHT LINE ALSO INTERSECTING A POINT ON THE NORTH LINE OF SAID SOUTHWEST 1/4, 1,069.35 FEET OF THE WEST LINE OF SAID SECTION (EXCEPTING THEREFROM THAT PART THEREOF CONVEYED BY DEED RECORDED NOVEMBER 15, 2002, AS DOCUMENT R2002-197885), IN WILL COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE NORTH 345.00 FEET (EXCEPT THAT PART OF THE NORTH 180 FEET OF THE WEST 1,210 FEET) OF THE SOUTH 1,145.00 FEET OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF FEDERAL AID INTERSTATE ROUTE 55 HIGHWAY (LOCALLY KNOWN AS ROUTE 66) AND ALSO LYING WESTERLY OF THE WEST RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, ALL IN WILL COUNTY, ILLINOIS.

Tax No. 10-34-100-005

Commonly known as 27343 South Frontage Road, Channahon, Illinois 60410

PARCEL 3: 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, IN WILL COUNTY, ILLINOIS.

Tax No. 10-34-100-003-

Commonly known as 27321 South N.E. Frontage Road East, Channahon, Illinois 60410

(Unison Site No. 300570 & 334268)
(LLS No. 00434 & 00507)

✓

5