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04/05/2010 04:52 PM \$22.00
Book - 9815 Pg - 7405-7411
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LAWYERS TITLE
7130 GLEN FOREST DR #300
RICHMOND VA 23226
BY: KAB, DEPUTY - MA 7 P.

Prepared by:
Victoria M. de Lisle
Locke Lord Bissell & Liddell LLP
601 Poydras Street, Suite 2660
New Orleans, LA 70130
File: 0590924/03264

Record and Return to:
Dione Carter
Fidelity National Title Group
7130 Glen Forest Drive, Suite 300
Richmond, VA 23226
Phone: 1.804.267.2049
Fax: 1.804.267.2330
File: #11698657
Unison Site: #320127

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 ~~12th~~ day of ~~October~~ 2009, between and Joseph N. Ambrose, Philip Reed Blomquist II, and Jack F. Boesch, each an undivided 1/3 interest, whose collective address is c/o ABB Investment Co., 4749 Idlewild Road, Salt Lake City, Utah 84124 (collectively the "Assignor"), and T6 Unison Site Management, LLC, a Delaware limited liability company, whose mailing address is P.O. Box 1951, Frederick, Maryland 21702-0951 (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 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 lease or license agreements, rights of ingress/egress, utilities placements or other rights related thereto or described therein (collectively, the "Easement"), said Easement pertaining to the respective parcels of land described on said Exhibit A.

Assignor represents, warrants and agrees that: (a) it is the legal owner of indefeasible and marketable title to the Easement with the right, power and authority to enter into this Assignment and assign the Easement to Assignee, and any consents and authorizations required in connection with the execution and delivery of this Agreement have been obtained; (b) Assignor has delivered to Assignee true, correct and complete copies of any and all lease and license agreements, and, to Assignor's best knowledge, no party is in default of any of their respective obligations under said lease or license agreements, (c) no party under the lease or license agreements has advised of any

intention to exercise, nor have they exercised, any right of early termination, and further, no party has requested a reduction in the rental amount or escalator due under the lease or license agreements; (d) Assignor shall not use nor permit its affiliates, licensees, invitees or agents to use any portion of the Easements or any other property owned or controlled by Assignor, either directly, indirectly or by action or inaction, in a manner which in any way could result in default of the lease or license agreements or otherwise interfere with the operations of Assignee on the easements, (e) Assignor represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "Substance") located on, under or about the Easements that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation, and (f) No underground piping or conduits, are or have previously been located on the Easements, and no products containing PCB or other Substances have been placed anywhere on the Easements by Assignor or, to Assignor's knowledge, by any prior owner or user of the Easements.

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.

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.

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.

ASSIGNOR:

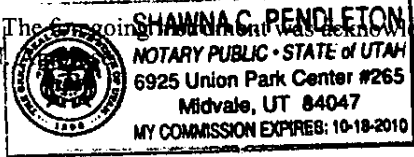
WITNESSES:

Shawna C. Pendleton
Print Name: Shawna C. Pendleton
Shawna C. Pendleton
Print Name: Shawna C. Pendleton

By: *Joseph N. Ambrose*
Print Name: Joseph N. Ambrose
By: *Philip Reed Blomquist II*
Print Name: Philip Reed Blomquist II
By: _____
Print Name: Jack F. Boesch

Address: c/o ABB Investment Co
4749 Idlewild Road
City: Salt Lake City
State: Utah
Zip: 84124
Tel: _____
Fax: _____


STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12th day of October, 2009 by Joseph N. *Shawna C. Pendleton*

Notary Public
Residing at: S. F. County, Utah

My commission expires: _____

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12th day of October, 2009 by Philip Reed Blomquist II.


Shawna C. Pendleton
Notary Public
Residing at: S. F. County, Utah

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

ASSIGNOR:

WITNESSES:

Print Name: _____

By: _____

Print Name: Joseph N. Ambrose

Print Name: _____

By: _____

Print Name: Philip Reed Blomquist II

By: 

Print Name: Jack F. Boesch

Address: c/o ABB Investment Co
4749 Idlewild Road

City: Salt Lake City

State: Utah

Zip: 84124

Tel: _____

Fax: _____

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009 by Joseph N. Ambrose.

Notary Public
Residing at: _____

My commission expires: _____

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009 by Philip Reed Blomquist II.

Notary Public
Residing at: _____

My commission expires: 01-21-12

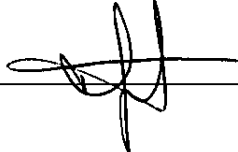
State of California

County of Merced

On 10-8, 2009, before me Margo Soghomonian-Hunt, ^{Notary Public} personally appeared Jack F. Boesch, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)




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

WITNESSES:

ASSIGNEE:

T6 UNISON SITE MANAGEMENT LLC,
a Delaware limited liability company


Print Name: Elena Waffer


Print Name: Leise Abrona

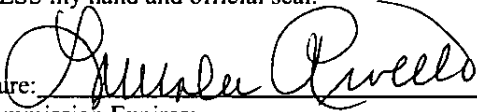
By: 
Name: James R. Holmes
Title: Authorized Signatory

Address: PO Box 1951
City: Frederick
State: Maryland
Zip: 21702-0951
Tel: (646) 452-5455
Fax: (301) 360-0635

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 28th day of September in the year of 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared James R. Holmes Authorized Signatory of T6 Unison Site Management 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: _____

LAURALEE RIVELLO
Notary Public, State of New York
No. 01RI609557
Qualified in Nassau County
Commission Expires July 14, 2011

EXHIBIT A

DESCRIPTION OF EASEMENT

That certain Wireless Communication Easement And Assignment Agreement, dated October 12th 2009 and recorded November 17, 2009, at BK 9780 PG 2734 by and between ABB Investment Co., and Joseph N. Ambrose, Philip Reed Blomquist II, and Jack F. Boesch, each an undivided 1/3 interest, encumbering all or a part of the following described real property:

Commencing at the southwest corner of Lot 1, Block 1, Forest Dale, Plat A; thence North 132 feet to the northwest corner of Lot 5; thence West 75.5 feet more or less; thence South 11 feet to the middle of the north boundary of Lot 8; thence East 52 feet more or less to a point on the north boundary line of Lot 6; thence Southeasterly 11 feet more or less following the northeast boundary of Lot 6; thence South 115 feet to the southeast corner of Lot 6; thence East 13 feet to the point of beginning, contains 2,445.5 sq. ft.

AND BEING the same property conveyed to ABB Investment Co. from Salt Lake City Corporation by Quit Claim Deed dated July 03, 1995 and recorded August 01, 1995 in Instrument No. 6132177.

Tax Parcel No. 16-20-104-018