

Prepared by:
Robert W Mouton
Locke Liddell & Sapp LLP
601 Poydras Street, Suite 2400
New Orleans, LA 70130
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RICHARD T. MAUGHAN
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File: NCS-119905-FTM
Unison Site: #299563

09-020-0036, 0013 (Index Only)
NW7 4N-1W

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, 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 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.

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 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 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.

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EXHIBIT A

Description of Easement

(Location, Davis County, Utah)

That certain Easement and Assignment Agreement dated as of February 28, 2005 by and between John Petroff, Jr. and Pamela S. Petroff, husband and wife, as joint tenants, as site owner, and Unison Site Management, L.L.C., as grantee, recorded in/under Entry No. 2065859 of the records of Davis County, State of Utah, encumbering all or part of the following described real property:

PARCEL 1:

BEGINNING ON THE SOUTH LINE OF A HIGHWAY AT A POINT SOUTH 113.0 FEET AND NORTH 89°51' WEST 749.0 FEET ALONG THE SOUTH LINE OF SAID HIGHWAY FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING 175.0 FEET SOUTH 89°52' EAST ALONG SAID HIGHWAY FROM ITS POINT OF INTERSECTION WITH THE EAST LINE OF THE DAVIS AND WEBER COUNTY CANAL RIGHT OF WAY, AND RUNNING THENCE SOUTH 0°08' WEST 150.0 FEET; THENCE NORTH 89°52' WEST 174.69 FEET, MORE OR LESS, TO THE EAST LINE OF SAID CANAL RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG AN ARC OF A 80.0 FOOT RADIUS CURVE TO THE LEFT, ALONG SAID CANAL RIGHT OF WAY, AN ARC DISTANCE OF 64.69 FEET; THENCE SOUTH 38°39' WEST 3.5 FEET; THENCE SOUTH 51°07' EAST 221.35 FEET, MORE OR LESS, ALONG SAID CANAL RIGHT OF WAY; THENCE NORTH 0°08' EAST 347.35 FEET, TO THE SOUTH LINE OF SAID HIGHWAY; THENCE NORTH 89°52' WEST 25.0 FEET ALONG SAID HIGHWAY TO THE POINT OF BEGINNING.

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PARCEL 2:

BEGINNING ON THE EAST LINE OF THE DAVIS AND WEBER COUNTIES CANAL COMPANY RIGHT OF WAY, AND THE SOUTH LINE OF A HIGHWAY (700 SOUTH STREET), 75.0 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CENTERLINE OF SAID HIGHWAY, AT A POINT 924.0 FEET NORTH 89°52' WEST AND 113.0 FEET, MORE OR LESS, SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°52' EAST

Index Only

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(Unison Site No. 299563)
(LLS No. 00247)