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2005 JUN -7 AM 8:54

MICHAEL A. DEONIS
RECORDER

Record and Return to:
Louis Gifford
LTIC/Commercial Lender Services
9011 Arboretum Parkway, Suite
300
Richmond, VA 23236
Phone: 866-552-0129
Fax: 804-267-2330
File: #10633136
Unison Site: #293870

CROSS-REFERENCE PURSUANT TO IC § 32-23-2-5:

The real property on or within which the easement created hereunder is not located within a platted subdivision.

The deed by which the real property on or within which the easement is located was most recently transferred is recorded as Instrument No. 95-076919 in the Office of the Recorder of Lake County, Indiana.

EASEMENT AND ASSIGNMENT AGREEMENT

THIS EASEMENT AND ASSIGNMENT AGREEMENT ("Agreement") is made as of the 6 day of May, 2005 ("Effective Date"), by and between Donald A. Doffin and Martha E. Doffin, as joint tenants, whose address is 1816 Sherman Street, Schererville, Indiana 46375 ("Site Owner") and Unison Site Management, L.L.C., a Delaware limited liability company, 6809-D Bowman's Crossing, Frederick, Maryland 21703-7150 ("Unison"). All references hereafter to "Unison" and "Site Owner" shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns (Unison and Site Owner, collectively, "Parties").

RECITALS

WHEREAS, Site Owner is the owner of that certain property ("Property") located in the City of Hammond and County of Lake in the State of Indiana having a street address of 6805 McCook Avenue, and which Property is more particularly described on Exhibit A attached hereto.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which Site Owner does hereby acknowledge and grant Unison full discharge and acquittance therefor, Site Owner agrees to the following:

1. Grant of Easement.

(a) Site Owner grants, bargains, sells, transfers and conveys to Unison:

(1) an exclusive easement in, to, under and over the portion of the Property substantially as shown and described on Exhibit B-1 ("Communication Easement") for the transmission and reception of any and all wireless voice and data telephone and other wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, buildings, fences, gates and related facilities (collectively, "Facilities") and any related activities and uses including those necessary for Unison to comply with its obligations under the agreements listed on Exhibit C ("Existing Agreements") together with the right to enter the Property at any time, day or night, as may be required in connection with the foregoing activities and uses, and

UPS

Royal Title Services INDIANAPOLIS

NORLEANS: 90924.00480: 102097v1 (Indiana)

365 East Thompson Rd

Indianapolis IN 46227

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(2) a non-exclusive easement in, to, under and over portions of the Property substantially as shown and described on Exhibit B-2 ("Access and Utility Easements," Communication Easement and Access and Utility Easements, collectively "Easements") for ingress and egress to and from the Communication Easement and a publicly dedicated roadway, and for the installation, repair, replacement, improvement, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses.

(b) The Parties agree that the Communication Easement includes, without limitation, (i) the portion of the Property leased by Site Owner under the Existing Agreements, and (ii) the portion of the Property upon which any Facilities are located on the Effective Date.

2. Assignment of Existing Agreements. Site Owner transfers and assigns to Unison, as of the Effective Date, all of its right, title and interest in, to and under the Existing Agreements, including without limitation, all rents and other monies due the Site Owner specified therein. The Parties intend that this Agreement serve as an absolute assignment and transfer to Unison of all rents and other monies due the Site Owner pursuant to the Existing Agreements. Unison assumes only the obligations and liabilities of Site Owner under the Existing Agreements accruing on or after the Effective Date.

3. Use of Easements. Unison shall have the unrestricted right to lease, license, transfer or assign, in whole or in part, or permit the use of the Easements and/or its rights under this Agreement by any third parties including communication service providers or tower owners or operators, and any lessee or licensee under the Existing Agreements and the affiliates, agents, contractors, invitees and employees of Unison and/or Unison's present or future lessees or licensees (collectively, "Customers").

4. Term. This Agreement and the Easements shall be perpetual commencing on the Effective Date.

5. Termination. In the event Unison and Customers voluntarily cease to use the Easements (as defined in Section 1) for a period of more than five years (for reasons other than casualty, condemnation or Act of God), the Easements shall be deemed abandoned. Unison may abandon the Easements for any reason or at any time by giving thirty (30) days notice to Site Owner. Unless otherwise provided in this paragraph, non-continuous or other limited use of the Easements by Unison or Customers shall not be deemed a surrender or abandonment of the Easements nor prevent Unison from benefiting from the full use and enjoyment of the Easements. This Agreement may not be terminated by Site Owner. Upon abandonment, this Agreement shall be terminated, and Unison and Site Owner, upon request of either of them or any other person having a bona fide interest in the Property, shall execute and record such documents reasonably required to evidence or effect termination of the Easements as a matter of record.

6. Improvements; Utilities. Unison and its Customers, may, at their discretion and expense, construct such improvements in, to, under and over the Easements, consistent with the uses specified in Section 1, all of which shall be deemed part of the Facilities. The Facilities shall remain the Property of Unison and its Customers, as applicable, and Site Owner shall possess no right, title or interest therein. In the event that utilities necessary to serve the Facilities cannot be installed within the Easements, Site Owner agrees to cooperate with Unison and to act reasonably and in good faith in granting Unison the right to locate such utilities on the Property without requiring the payment of additional fees. If necessary, Site Owner shall, upon Unison's request, execute and record a separate written easement with Unison or with the utility company providing the utility service to reflect such right. Site Owner agrees to cooperate with Unison in obtaining, at Unison's expense, all licenses and permits required for Unison's use of the Easements and Site Owner hereby irrevocably constitutes and appoints Unison as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, to apply for and obtain any and all licenses, permits, consents or approvals which may be required in connection with the use of the Easements by Unison, in the name of Site Owner or Unison, as necessary to comply with applicable laws, statutes or regulations.

7. Taxes. Site Owner acknowledges that a portion of the purchase price delivered by Unison to Site Owner is for and in consideration of the continuing obligation of Site Owner to pay, on or before the due date, all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments (the "Taxes") attributable to the Property, this Agreement, and the Easements regardless of the party to whom such Taxes are billed. Within ten (10) days of receiving a request from Unison, Site Owner shall furnish to Unison a copy of each bill for any such Taxes and evidence of Site Owner's payment of such bill. In the

event that Site Owner fails to pay any Taxes when due, Unison shall have the right, but not the obligation, to pay such Taxes on behalf of Site Owner. Site Owner shall reimburse Unison for the full amount of such Taxes paid by Unison on Site Owner's behalf within five (5) business days of Site Owner's receipt of an invoice from Unison. Upon Unison's request at any time, Site Owner shall cooperate with Unison to seek from the local governmental authorities a separate real estate tax assessment and tax bills with respect to the land constituting the Easements and the improvements located thereon, all of which are owned by Unison or its Customer as provided in Section 6 above.

8. Representations of Site Owner. Site Owner represents, warrants and agrees that: (i) it is the legal owner of indefeasible and marketable title to the Property with the right, power and authority to enter into this Agreement and to grant the Easements to Unison, and any required consents and authorizations required, in connection with the execution and delivery of this Agreement have been obtained; (ii) except for the Existing Agreements and as disclosed on Exhibit D, no leases, mortgages, deeds of trust or other encumbrances affect the Property as of the Effective Date, (iii) Site Owner will comply with all governmental laws, rules and regulations applicable to the Property; (iv) Site Owner has delivered to Unison true, correct and complete copies of the Existing Agreements, and, to Site Owner's best knowledge, no party is in default of any of their respective obligations under the Existing Agreements; and (v) Site Owner shall not use nor permit its affiliates, licensees, invitees or agents to use any portion of the Property or any other property owned or controlled by Site Owner, either directly or indirectly, in a manner which in any way could result in default of the Existing Agreements or otherwise interfere with the operations of Unison and/or any Customers.

9. Environmental Covenants and Indemnity. Site Owner 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 Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Neither Site Owner nor Unison will introduce or use any such Substance on, under or about the Property in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Property, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Property by Site Owner or, to Site Owner's knowledge, by any prior owner or user of the Property. Site Owner and Unison shall each defend, indemnify, protect and hold the other party harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Substance on, under or about the Property caused by the acts, omissions or negligence of the indemnifying party and their respective agents, contractors and employees. The foregoing indemnity shall survive any termination of this Agreement.

10. General Indemnity. In addition to the Environmental Indemnity set forth above, Site Owner and Unison shall each indemnify, defend and hold the other harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising (i) due to the breach of any representation, warranty or covenant of such indemnifying party set forth herein; and (ii) out of the use and/or occupancy of the Property and Easements by the indemnifying party. This indemnity shall not apply to any claims to the extent arising from the gross negligence or intentional misconduct of the indemnified party.

11. Assignment; Secured Parties. Unison has the unrestricted right to assign, mortgage or grant a security interest in all of Unison's interest in and to this Agreement and the Easements, and may assign this Agreement and the Easements to any such assignees, mortgagees or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties"). Site Owner agrees to notify Unison and Secured Parties simultaneously of any default by Unison and give Secured Parties the same right to cure any default. If a termination, disaffirmation or rejection of this Agreement by Unison shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), or if Site Owner shall terminate this Agreement for any reason, Site Owner will notify Secured Parties promptly and Site Owner shall enter into a new easement agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to Unison's interest under this Agreement, such Secured Party shall have no liability for any defaults of Unison accruing prior to the date that such Secured Party succeeds to such interest. Site Owner will enter into modifications of this Agreement reasonably requested by any Secured Party. Site Owner hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Easements and/or the Facilities or any portion thereof.

12. Estoppel Certificate. Each party shall, within ten (10) days after request by the other party, execute and deliver to the requesting party, or the party designated by requesting party, a statement certifying (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the best knowledge of the responding party, the requesting party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each such default; (iii) that there are no amounts due to Site Owner by Unison, and (iv) any other information reasonably requested concerning this Agreement.

13. Additional Customers. It is the intent of the Parties to encourage the addition to the Property of Customers. Site Owner agrees that it shall not, directly or indirectly, divert or solicit the business of any of Unison's Customers on behalf of itself or on behalf of any third party. Site Owner shall, prior to granting or transferring any license, lease or real property interest in all or any part of the Property for the purpose of locating communications towers, antennas or equipment thereon, notify Unison of the price and terms offered by or to a third party with a copy of the offer by or to the third party. Unison shall have the right of first refusal to acquire the license, lease or real property interest being transferred by Site Owner on the same terms and conditions (or cash equivalent terms, if a property exchange is proposed). Unison shall give Site Owner notice of its intention to acquire the same within twenty (20) days of receipt of Site Owner's notice. If Unison gives no such notice of its intention to acquire the rights, Site Owner may transfer the rights to the third party on the stated terms and price, as long as such grant or transfer is made subject to the terms of this Agreement. Upon the grant or transfer of the Property, or any portion thereof, to a third party, Site Owner shall immediately notify Unison in writing of such grant or transfer, with the name and address of the purchaser. The right of first refusal granted herein is a continuing right in favor of Unison over the entire Property, and shall not be extinguished by Unison's exercise or non-exercise of such right on one or more occasions.

14. Condemnation. In the event of any condemnation of the Easements in whole or in part, Unison shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Property so taken on which the Easements are located, business dislocation expenses and any other award or compensation to which Unison may be legally entitled. Site Owner hereby assigns to Unison any such claims and agrees that any claims made by Site Owner will not reduce the claims made by Unison.

15. Covenant Running with the Land; Alienability. The provisions of and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs and assigns, provided that the Easements are intended to be and shall constitute easements in gross of a commercial character pursuant to IC §32-23-2-1 and the Easements or any or all of Unison's rights, title and interests hereunder may be alienated, inherited, or assigned in whole or in part at any time, whether or not appurtenant to any other property or interest therein and without the consent of Site Owner.

16. Dispute Resolution.

(a) If Unison fails to perform any of its obligations under this Agreement, Site Owner agrees to notify Unison and any Secured Parties in writing of any default by Unison, and to give Unison and/or any Secured Parties the right to cure any default within a period of not less than sixty (60) days from Unison's receipt of the written default notice. If Unison or any Secured Parties shall fail to cure any default in accordance with this Section, Site Owner agrees that its sole remedy for such default shall be to utilize the process set forth herein, and that any and all damages for which Site Owner may be compensated is limited to the actual damages of Site Owner, and shall in no event exceed the amount of consideration paid by Unison for this Agreement. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by Unison or its Customers, Unison shall have the right to seek injunctive relief, without the necessity of posting a bond. In no event will a Secured Party have any obligation to cure a default by Unison.

(b) Except as set forth in Section 16(a), in the event of any dispute arising out of this Agreement, the following dispute resolution process shall be followed: (1) upon a party's written notice of dispute to the other party, an authorized representative of the Site Owner and Unison shall, through a good faith negotiation, attempt to settle a written resolution within thirty (30) days and (2) if such negotiation attempts fail, the dispute shall be submitted by the parties to a mutually agreed upon arbitrator for a binding and final arbitration decision in accordance with the rules of the American Arbitration Association ("AAA") and using the Federal Rules of Evidence and Civil Procedure. In the event the parties are unable to mutually agree to an arbitrator, each party shall select their own arbitrator, and each such arbitrator shall thereafter mutually agree on a third arbitrator, and the majority decision

by all such arbitrators shall be final and binding on the parties. The prevailing party shall be entitled to recover all costs incurred in connection with the arbitration, including legal fees, and each party shall pay one-half of all arbitrator professional fees.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Site Owner and Unison set forth on the signature page. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

18. Miscellaneous. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Site Owner and Unison with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State in which the Property is located; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) upon the request of Unison, Site Owner shall execute a Memorandum of this Agreement and such plats or surveys as deemed reasonably necessary by Unison for recordation in the public records of the County in which the Property is located; (f) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (g) Site Owner acknowledges that Unison has not provided any legal or tax advice to Site Owner in connection with the execution of this instrument; and (h) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

"SITE OWNER":
Donald A. Doffin 58105
Donald A. Doffin
Martha E. Doffin
Martha E. Doffin

Address: 1816 Sherman Street
City: Schererville
State: Indiana
Zip: 46375
Tel:
Fax:

STATE OF INDIANA)
) ss:
COUNTY OF LAKE)

On this 5th day of May, 2005, before me the undersigned, a Notary Public in and for said State, personally appeared Donald A. Doffin and Martha E. Doffin, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My Commission Expires:

OCTOBER 20, 2007

Document is NOT ORIGINAL!

Linda Marie Kinzer
Notary Public

Print Name: LINDA MARIE KINZER

I am a resident of LAKE County, IN

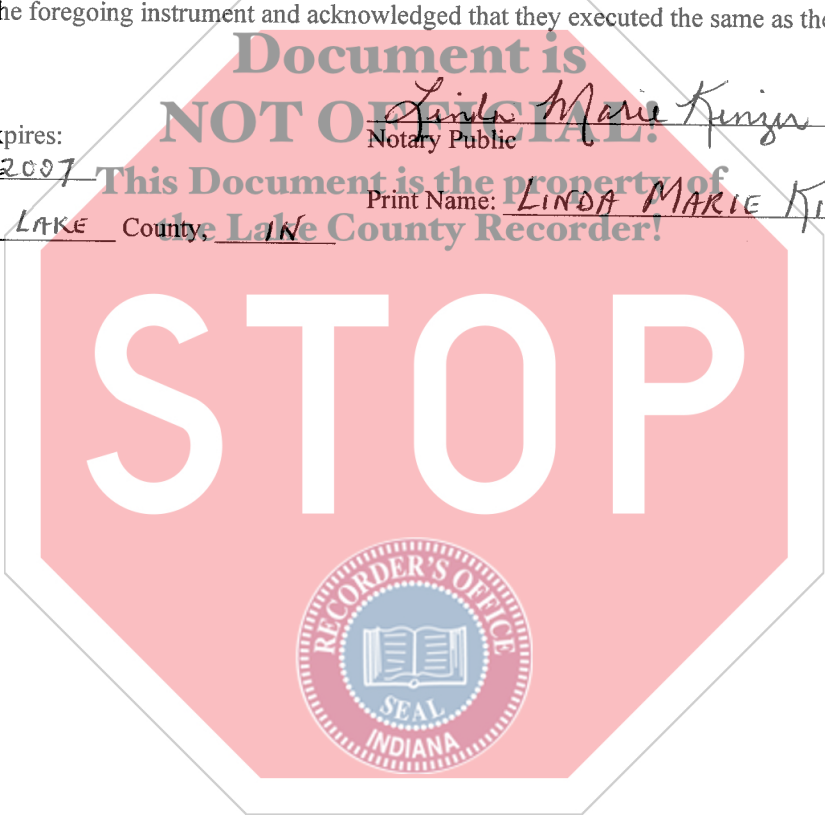


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Part of the Southeast Quarter of the Northwest Quarter of Section 9, Township 36 North, Range 9 West of the Second Principal Meridian, more particularly described as commencing on a point 595.35 feet north of the intersection of the center line of 169th and Alexander Avenue; thence west on a line parallel with the center line of 169th Street a distance of 333.28 feet, more or less, to a point in the centerline of McCook Avenue; thence north along the center line of McCook Avenue to a point on the southerly right of way line of the New York, Chicago and St. Louis Railroad; thence south 56 degrees east along the southerly right of way line of said railroad to a point in the center line of Alexander Avenue; Thence south to the place of beginning, in the City of Hammond in Lack County, Indiana.

Being the same property conveyed to Donald A. Doffin and Martha E. Doffin by deed from Loretta Krawczyk dated December 13, 1995 and recorded December 15, 1995 in Instrument No. 95076919.



EXHIBIT B-1

COMMUNICATION EASEMENT

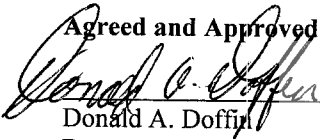
That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and described as follows:

That part of the Southeast quarter of the Northwest Quarter of Section 9, Township 36 North, Range 9 West of the Second Principal Meridian, described as follows:

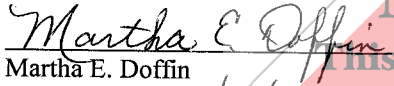
Commencing at the intersection of the center line of 159th Street with the center line of McCook Avenue, 766.20 feet to a point on the westerly extension of the center line of a chain link fence; thence South 89°55' 17" East along said extension 30.47 feet to the Southwest corner of said fence; thence North 0°34' 19" East, along the centerline of said fence 66.06 feet to a POINT OF BEGINNING, thence continuing North 0°34' 19" East, along said centerline 24.03 feet; thence South 55°45' 27" East 31.00 feet; thence North 35°32' 29" E 20.00 feet; thence S 54°27' 31" E 25.00 feet; thence South 35°32' 29" W 20.00 feet; thence South 41°51' 53" W 20.16 feet; thence North 55°45' 27" West 40.00 feet to the POINT OF BEGINNING

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.

Agreed and Approved:


Donald A. Doffin

Date: _____


Martha E. Doffin

Martha E. Doffin

Date: 5/5/05

Unison Site Management, L.L.C.

By: _____

Name: James R. Holmes

Title: Vice President-Secretary

Date: 4/29/2005

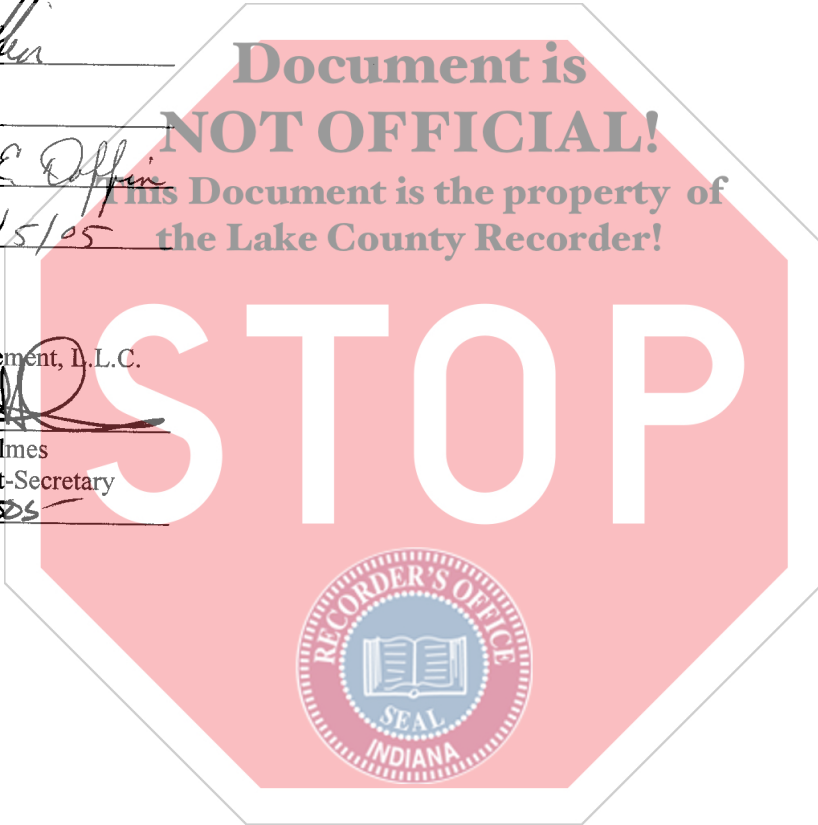


EXHIBIT B-2

ACCESS AND UTILITY EASEMENTS

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 including 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 **McCook Avenue** (hereinafter the "Access Easement"),

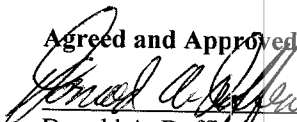
That part of the Southeast quarter of the Northwest Quarter of Section 9, Township 36 North, Range 9 West of the Second Principal Meridian, described as follows:

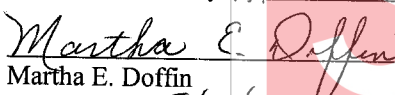
Commencing at the intersection of the center line of 159th Street with the center line of McCook Avenue, 766.20 feet to a point on the westerly extension of the center line of a chain link fence; thence South 89°55' 17" East along said extension 30.47 feet to a POINT OF BEGINNING at the southwest corner of said fence, thence North 0°34'19" East, along the centerline of said fence, 66.06 feet; thence South 55°45'27" East 40.00 feet; thence S 0°34'19" West 15.00 feet; thence North 89°25'41" West 21.29 feet; thence South 45°13'9" West 38.14 feet; thence North 0°31'25" East 17.08 feet; thence North 45°13'9" East 21.08 feet to a point on the southerly extension of the aforesaid centerline of fence; thence North 0°34'19" East, along the extension, 15.00 feet to the POINT OF BEGINNING

along with the right to use said Access Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses.


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

Agreed and Approved:


Donald A. Doffin
Date: 5/5/05


Martha E. Doffin
Date: 5/5/05

Unison Site Management, L.L.C.

By: 
Name: James R. Holmes
Title: Vice President-Secretary
Date: 4/29/2005

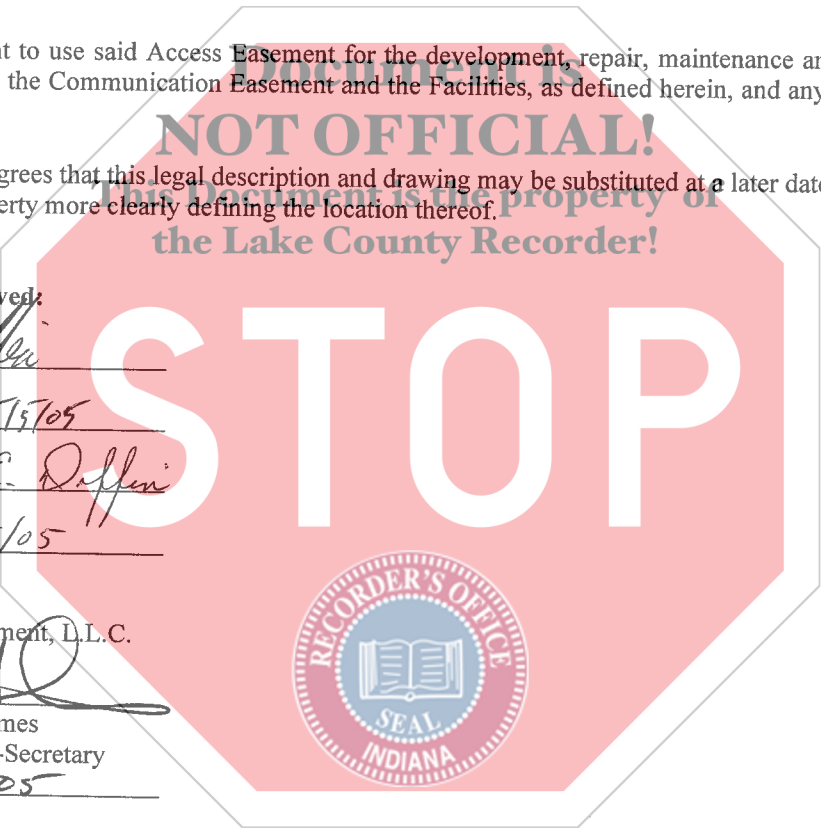


EXHIBIT C

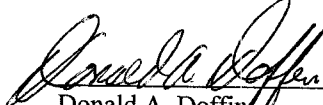
EXISTING AGREEMENTS

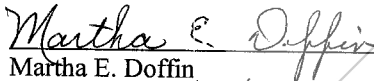
Site Owner assigns and transfers to Unison, as of the effective date herein, all of its right, title and interest in, to and under any existing lease agreements, and any amendments, transfers, modifications and/or assignments thereof, affecting any portion of the Property leased by Site Owner under any Existing Agreements, including, without limitation, the following:

That certain unrecorded Option and Site Lease Agreement dated April 8, 1996 by and between Donald A. Doffin and Martha E. Doffin, as joint tenants, as landlord, and AT&T Wireless PCS, Inc., a Delaware corporation, as tenant, as amended by Amendment to Lease dated March 20, 1998.

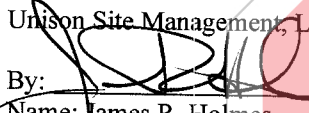
That certain Lease Agreement dated November 21, 2000 by and between Donald A. Doffin and Martha E. Doffin, as joint tenants, as landlord, and Chicago 20 MHz, LLC, d/b/a Primeco Personal Communications, as evidenced by a Memorandum of Agreement recorded on October 23, 2002 in Document No. 2002095779, Lake County, Indiana.

Read, Agreed and Approved:


Donald A. Doffin
Date: 5/5/05


Martha E. Doffin
Date: 5/5/05

Unison Site Management, L.L.C.

By: 
Name: James R. Holmes
Title: Vice President-Secretary
Date: 4/29/2005

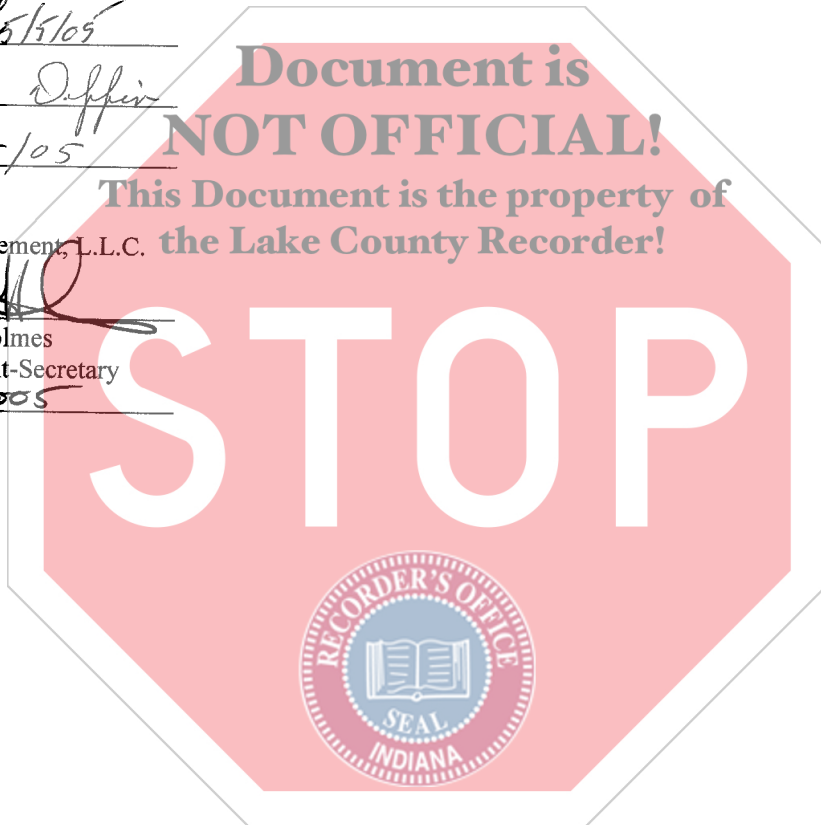


EXHIBIT D

TITLE ENCUMBRANCES

NONE.

