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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2012 040658

2012 JUN 20 AM 9: 23

MICHELLE T. FAJMAN
RECORDER

Prepared by:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Patrick Fitzpatrick, Esq.
ATC Site #/ Site Name: 304548 Merrillville, IN
Property Tax ID#: 15-0119-0123

Return To:

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Old Republic Site Management Services
17330 Preston Road, Suite 150A
Dallas, Texas 75252

121360-R

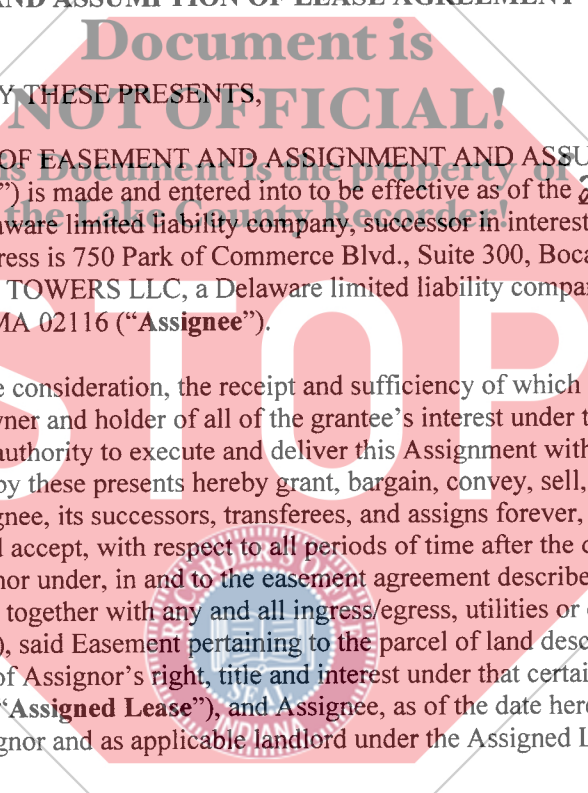
**ASSIGNMENT OF EASEMENT AND ASSIGNMENT
AND ASSUMPTION OF LEASE AGREEMENT**

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 29th day of March, 2012, by GLP Cell Site IV, LLC, a Delaware limited liability company, successor in interest to T4 Unison Site Management LLC, whose address is 750 Park of Commerce Blvd., Suite 300, Boca Raton, FL 33487 ("**Assignor**"), to AMERICAN TOWERS LLC, a Delaware limited liability company, whose address is 116 Huntington Avenue, Boston, MA 02116 ("**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 easement agreement 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 parcel of land described on said Exhibit A. This Assignment includes all of Assignor's right, title and interest under that certain lease agreement 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



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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.

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]



ASSIGNEE:
AMERICAN TOWERS LLC,
a Delaware limited liability company

WITNESSES:

By: [Signature]
Print Name: _____
Title: Margaret Robinson
Senior Counsel

[Signature]
Signature
Print Name: Kelley Elangdon

[Signature]
Signature
Print Name: Megan V. Albert

ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On the 29 day of March, 2012, before me, the undersigned, a Notary Public, personally appeared Margaret Robinson, as Senior Counsel, 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: _____
My commission expires: _____

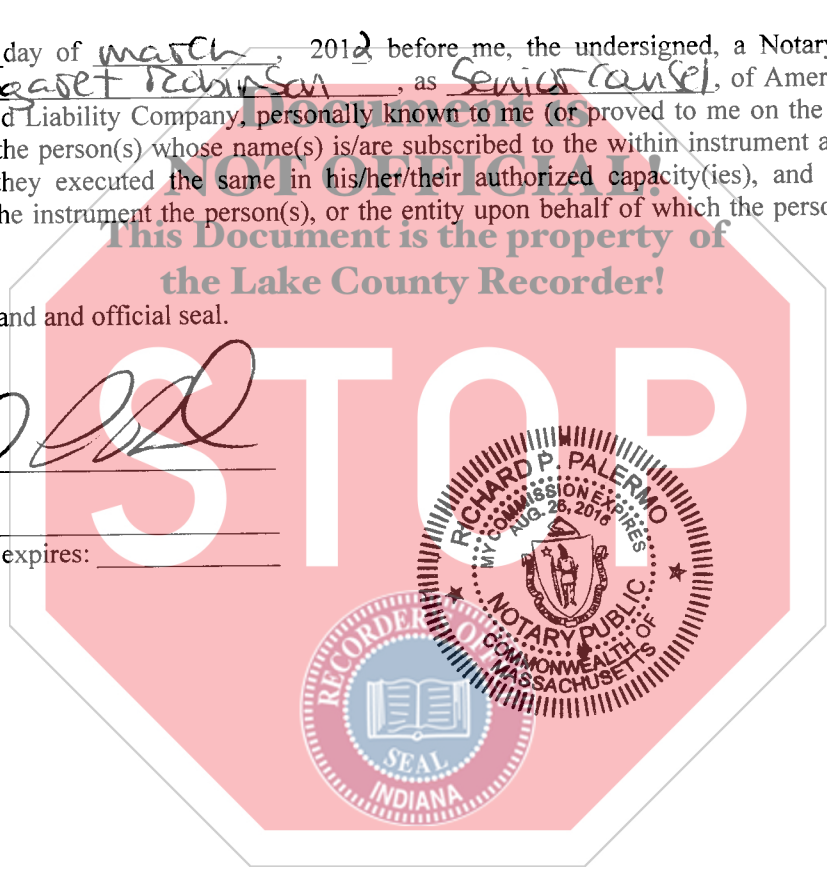


EXHIBIT A

DESCRIPTION OF EASEMENT

That certain Easement and Assignment dated as of September 9, 2005, by and between Petar Konjevich and Durad Konjevich, as site owner, and 2 Boys, Inc., an Indiana corporation, as grantee, as evidenced by an Easement and Assignment Agreement recorded on September 14, 2005 as Instrument Number 2005-079930 of the records of Lake County, State of Indiana, as assigned by 2 Boys, Inc., to T4 Unison Site Management LLC, a Delaware limited liability company, by Assignment of Easement and Lease Assignment Agreement dated August 8, 2008 and recorded on August 26, 2008 as Instrument Number 2008-060477 of the records of Lake County, State of Indiana, encumbering all or part of the following described real property:

Legal Description of Parent Parcel

THE WEST 545 FEET OF THE SOUTH 10 RODS OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER IN SECTION 20, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P.M., IN THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA

Legal Description of Easement

That part of the South 10 rods (165.00 FT) of the Northwest Quarter of the Northeast Quarter of Section Twenty, Township Thirty – Five North, Range Eight, West of the Second Principal Meridian, bounded and described as follows:

Commencing at the intersection of the North line of the South 10 rods of the Northwest Quarter of the Northeast Quarter of said Section Twenty with east line of Taft Street (Indiana Route No. 55); thence North 89°42'17" East, being an assumed bearing on the North line of the South 10 rods of the Northwest Quarter of the Northeast Quarter of said Section Twenty, a distance of 295.71 ft; thence South 00°17'43" East, perpendicular to said North line of South 10 rods, a distance of 17.89 ft. to the Point of Beginning; thence continuing South 00°17'43" East on said perpendicular line, a distance of 50.00 ft; thence North 89°42'17" East, on a line parallel with the North line of South 10 rods of the Northwest Quarter of the Northeast Quarter of said Section Twenty, a distance of 50.00 ft; thence North 00°17'43" West perpendicular to the last described course, a distance of 50.00 ft; thence South 89°42'17" West, on a line parallel with the North line of the South 10 rods of the Northwest Quarter of the Northeast Quarter of said Section Twenty, a distance of 50.00 ft. to the Point of Beginning, all in Lake County, Indiana



EXHIBIT A (CONTINUED)

Legal Description of Access and Utilities Easement

That part of the South 10 rods (165.00 ft) of the Northwest Quarter of the Northeast Quarter of Section Twenty, Township Thirty Five North, Range Eight, West of the Second Principal Meridian, bounded and described as follows:

Commencing at the intersection of the North line of the South 10 rods of the Northwest Quarter of the Northeast Quarter of said Section Twenty with the East line of Taft Street (Indiana Route No.55); thence North $89^{\circ}42'17''$ East, being an assumed bearing on the North line of the South 10 rods of the Northwest Quarter of the Northeast Quarter of said Section Twenty, a distance of 295.71 ft; thence South $00^{\circ}17'43''$ East, perpendicular to said North line of the South 10 rods, a distance of 67.89 ft. to the Point of Beginning; thence North $89^{\circ}42'17''$ East, parallel with the North line of the South 10 rods of the Northwest Quarter of the Northeast Quarter of said Section Twenty, a distance of 50.00 ft; thence South $00^{\circ}17'43''$ East, perpendicular to the last described course, a distance of 15.00 ft; thence South $89^{\circ}42'17''$ West, parallel with the North line of the South 10 rods of the Northwest Quarter of the Northeast Quarter of said Section Twenty, a distance of 54.82 ft.; thence North $54^{\circ}39'00''$ West a distance of 111.78 ft; thence South $89^{\circ}42'17''$ West a distance of 73.35 ft.; thence South $51^{\circ}01'23''$ West a distance of 26.33 ft.; thence South $89^{\circ}42'17''$ West a distance of 106.28 ft. to the East line of Taft Street (also known as Indiana Route 55); thence North $00^{\circ}04'12''$ West on the east line of said Taft Street, a distance of 15.00 ft.; thence North $89^{\circ}42'17''$ East a distance of 100.96 ft.; thence North $51^{\circ}01'23''$ East a distance of 26.33 ft.; thence North $89^{\circ}42'17''$ East a distance of 83.44 ft., thence South $54^{\circ}39'00''$ East a distance of 111.78 ft., to the Point of Beginning all in Lake County, Indiana.



EXHIBIT B

Assigned Lease

Site Agreement No. 267 dated as of October 31, 1995, by and between Metro's Car Wash, Inc., an Indiana corporation, as Lessor, and Southwestern Bell Mobile Systems, Inc. d/b/a Cellular One - Chicago, a Delaware and Virginia corporation, as General Partner of Gary Cellular Telephone Company, a general partnership, as Lessee, as the same may have been amended and/or assigned.

This instrument was prepared by Rachel B. Chipman, Esq. and I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.


Rachel B. Chipman, Esq.

ACKNOWLEDGMENT

Commonwealth of Massachusetts
County of Middlesex

On March 2nd 2018 before me, Rosal Bryan, Notary Public personally appeared Rachel B. Chipman, 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 Commonwealth of Massachusetts that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature  (Seal)

