

Return to:
Subcarrier Communications, Inc.
139 White Oak Lane
Old Bridge NJ 08857
732-607-2828

State of Oregon, County of Klamath
Recorded 05/06/2004 10:42 a m
Vol M04 Pg 27697-27707
Linda Smith, County Clerk
Fee \$ 71.00 # of Pgs 11

QUIT CLAIM ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENT ("Assignment") is made and entered into as of this 31st day of March, 2004 ("Transfer Date") by SBA Properties, Inc., a Florida corporation, having an address of 5900 Broken Sound Parkway NW, Boca Raton, FL 33487, Attn.: Thomas P. Hunt, Senior Vice President and General Counsel, Fax Number (561) 997-0343, ("Assignor") to SubCarrier Communications, a New Jersey corporation, having an address at 139 White Oak Lane, Old Bridge, NJ 08857, Attn.: John Paleski, Fax Number 732-607-1390 ("Assignee").

Preliminary Statement:

On the 23rd day of April, 2001, SBA Properties ("Grantors") entered into that certain Easement Agreement with Assignor, its successors and assigns, as Grantee ("Easement Agreement") for a certain tract of land located in Klamath County, State of Oregon, Property Parcel Number R151837, as more particularly described in the deeds of record in Deed Book Vol. M87, pages 5621 and 5622, in the Klamath County Register's Office, which is more particularly described on Exhibit "A" attached hereto.

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **ASSIGNMENT.** As of the Transfer Date, Assignor hereby assigns and transfers all of its right, title, claim and interest in, to and under the Easement Agreement to Assignee and its successors and assigns.
2. **ACCEPTANCE OF ASSIGNMENT.** Assignee, as of the Transfer Date, hereby accepts the foregoing assignment of the Easement Agreement and assumes all of the Assignor's obligations under the Easement Agreement which arise or relate to the period after the Transfer Date.
3. **ATTORNEYS FEES AND COSTS.** In the event of any litigation or arbitration between Assignor and Assignee arising out of this Assignment, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and costs.

4. BINDING EFFECT. This Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

5. GOVERNING LAW. This Assignment will be governed by and construed in accordance with the internal laws of the State of Oregon without regard to principles of conflicts of laws.

6. COUNTERPARTS. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

THIS ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

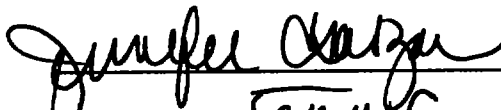
Witnesses:

ASSIGNOR:

SBA PROPERTIES INC., a Florida corporation



Print Name: Robert Coyle



Print Name: Jennifer Chazara

By: 

Name: Thomas P. Hunt

Its: Vice President and General Counsel

Witnesses:

Susan Cott

Print Name: Susan Cott

Eileen Rae

Print Name: Eileen Rae

ASSIGNEE:

SUBCARRIER COMMUNICATIONS
INC., a New Jersey corporationBy: *John Paleski*

Name: John Paleski

Its: President

STATE OF New Jersey)
COUNTY OF Middlesex)

I, *Ann P. McCaffrey*, a Notary, in and for said County, in said State, hereby certify that John Paleski, whose name as President of SubCarrier Communications, Inc., a New Jersey corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me in this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the _____ day of _____, 2004.

Sign Name: *Ann P. McCaffrey*Print Name: ANN P. McCAFFREY

ANN P. McCAFFREY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 5, 2005

STATE OF FLORIDA }
COUNTY OF PALM BEACH }GEORGINA E. SLAUGHTER

I, *Placida Ribando*, a Notary Public, in and for said County, in said State, hereby certify that Thomas P. Hunt, whose name as Vice President and General Counsel of SBA Properties, Inc., a Florida corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me in this day that, being informed of the contents of the conveyance, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 31st day of March, 2004.Sign Name: *Georgina E. Slaughter*

Print Name: _____



'01 AUG 8 AM 8:51

Exhibit "A"

OR 5130-S

27700

Vol MQ1 Page 39704

Recording prepared by
and when recorded
return to: C. E. Blonder
SBA Towers Inc., Legal Department
2424 North Federal Highway, Suite 451
Boca Raton, Florida 33431
1-800-487-7483 EXT. 323

EASEMENT AGREEMENT

Grantors – John D. Hichens, Jr., a married man, of Klamath County, State of Oregon
Grantees – SBA Properties, Inc., a Florida corporation

Property Location – a portion of Tax Lot 400, T24S, R9E, S17B,
Klamath County, Oregon

27701

39705

THIS INSTRUMENT PREPARED BY:
WHEN RECORDED PLEASE RETURN TO:

This instrument was prepared by & after recording
returned to: Catherine E. Blender
SBA Towers, Inc. Legal Department, Suite 451
2424 North Federal Highway
Boca Raton, FL 33431
Ph: 1-800-487-7483 ext. 323

EASEMENT AGREEMENT

THIS EASEMENT is made and entered into as of the 28th day of April, 2001,
by and between John D. Hitchens, Jr, a married man, of Klamath County, State of Oregon
("Grantors") and SBA PROPERTIES, INC., a Florida corporation ("Grantee").

WITNESSETH:

WHEREAS, Grantors are the owners of the one certain tract of land located in Klamath
County, State of Oregon, Property Parcel Number R151837, as more particularly described in the
deeds of record in Deed Book Vol. M87, pages 5621 and 5622, in the Klamath County Register's
Office ("Grantors' Property"); and

WHEREAS, Grantee is the Lessee of certain property ("Leased Premises") adjacent to
Grantors' Property, and being more particularly described in the Memorandum of Site Ground
Lease Agreement of record in _____ Book _____, page _____, in the _____
County Register's Office; and

WHEREAS, Grantors desire to convey to Grantee, and Grantee desires to accept, a non-
exclusive permanent twenty (20') foot wide easement for underground utilities through Grantors'
Property for the benefit of the Leased Premises and improvements thereon;

NOW, THEREFORE, in consideration of the premises and a one time fee for the sum of
One Thousand Two Hundred Dollars (\$1,200.00) and other good and valuable consideration, the
receipt and sufficiency of which is hereby acknowledged, Grantors hereby grant, bargain, sell
and convey unto Grantee, those portions of the easement for the installation and maintenance of
utilities described in the attached Exhibit A, for the purposes hereinafter set forth, with the
hereditaments and appurtenances thereunto appertaining, hereby releasing all claims to
homestead and dower therein. The term of the easement shall run continuous with the Ground
Lease of record.

The easement herein granted shall benefit the Leased Premises and any improvements
now or hereafter constructed thereon; and this grant of easement shall specifically include the
installation and maintenance of underground telephone, telegraph and power lines for use of
utilities all in connection with the construction, and operation, of improvements upon the Leased
Premises, now or in the future, by Grantee or Grantee's agents, employees, contractors, tenants
or licensees, and each of the privies in contract or estate. Grantor shall have the right to use said
underground telephone, telegraph and power lines provided that 1) Grantee's use is not
diminished and 2) Grantor shall pay for its connections and separate metering. Grantee shall not
remove any trees in construction of the easement. Construction of the easement shall not alter

Site Number: NWSS65001-068
Site Name: Cryder Butte Final 3/07/01
Site ID: ORO5136-S

the grade and elevation of Grantor's Property. Upon installation of said utilities, Grantee shall restore surface and replant as necessary to prevent erosion. If any damage to Grantor's Property results from Grantee's exercise of rights, Grantee shall promptly restore Grantor's Property to its previous condition.

The easement reference herein granted includes an existing bridge. Grantee hereby agrees to secure the bottom of said bridge with conduit, at the location where the bridge crosses the river, in a manner agreed to by Grantee and Grantor. Grantee shall not hold Grantor responsible for repairing or replacement of the bridge.

Grantee agrees to indemnify and hold harmless Grantor from any liability for personal injury and property damage resulting from the installation and maintenance of the utilities in the easement. Grantee shall not use the easement as access to the leases premises.

TO HAVE AND TO HOLD the said easement and the hereditaments, appurtenances, estate, title and interest thereto belonging unto Grantee, its successors and assigns, for the term of the Lease Agreement.

Grantors, for themselves and for their heirs, executors and administrators, hereby covenant with Grantee, its successors and assigns, that Grantors are lawfully seized in fee simple of Grantors' Property and have full power, authority and right to convey the easement herein granted; that Grantors' Property and the easement herein granted are free from all encumbrances, except for real estate taxes for the current year; and that Grantors will forever warrant and defend the easement herein granted, and the title thereto, against the lawful claims of all persons whomsoever.

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

GRANTORS:

John D. Hitchens, Jr.,
a married man

John D. Hitchens Jr.
Its: JOHN D. HITCHENS JR.

WITNESSES:

Sign: Susan K. Reens

Print name: Susan K. Reens

Sign: Susan Hitchens

GRANTEE:

SBA PROPERTIES, INC.

By: Alyssa Houlihan

Its: Alyssa Houlihan
Director of Leasing

WITNESSES:

Sign: Joan Cohen

Print name: Joan Cohen

Sign: Virginia Govan

Virginia Govan
Virginia Govan

39707
27703

Print name: Theresa Hitchens

Print name: _____

Site Number: NWSS65001-068
Site Name: Cryder Butte Final 3/07/01
Site ID: ORO5136-S

39708

27704

STATE OF MICHIGAN)

COUNTY OF Grand Traverse

Personally appeared before me, a Notary Public of the state and county aforesaid, John D. Hitchens, Jr., a married man, the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 21st day of March, 2001.



Notary Public Sherri A. Ockert-Poulisse
Benzie County, Michigan, Acting in
Grand Traverse County, Michigan

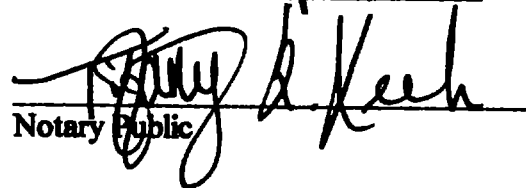
My Commission Expires: 11-17-2002

STATE OF FLORIDA)

COUNTY OF Palm Beach

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Alyssa Houlihan, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged herself to be the Director of Leasing of SBA PROPERTIES, INC., the within named bargainor, a Florida corporation, and that she as such Director of Leasing, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by herself as Director of Leasing.

Witness by hand and seal at office this 23rd day of April, 2001.


Notary Public

My Commission Expires: _____



Site Number: NWSS65001-068
Site Name: Cryder Butte Final 3/07/01
Site ID: ORO5136-S

27705

COUNTY OF Grand Traverse)

John D. H. H. H. H. H.
Affiant

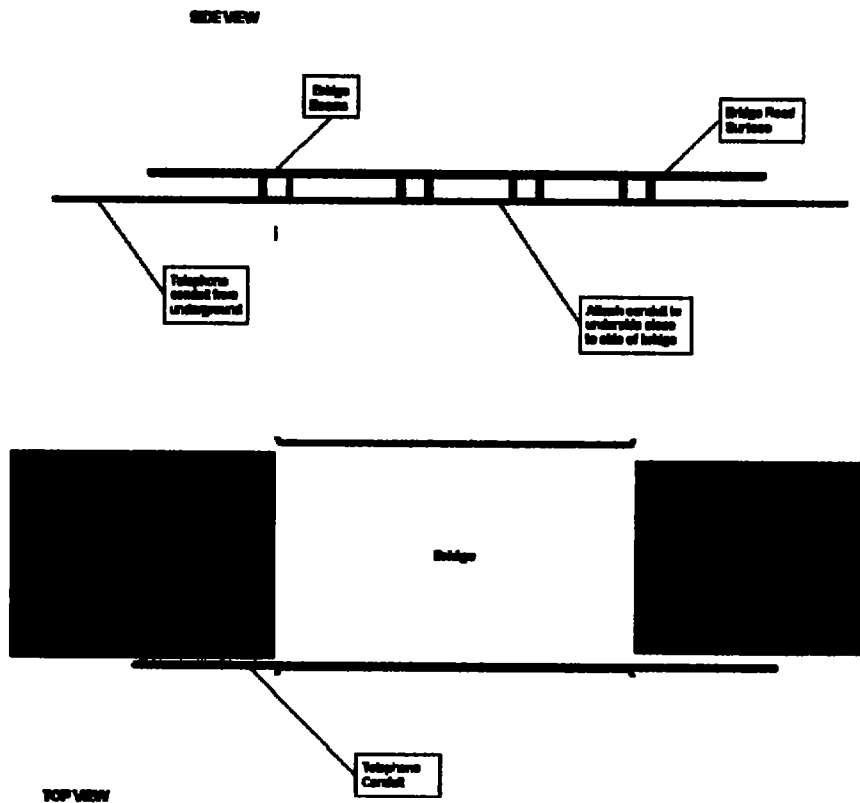
Day of March, 2001.
Sherrill A. Decker-Parkinson
 NOTARY PUBLIC

Sherri A. Ockert-Poullisse
Benzie County, Michigan Acting in
Grand Traverse County, Michigan

39710
27706

Exhibit A

Utility Easement Legal Description



This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

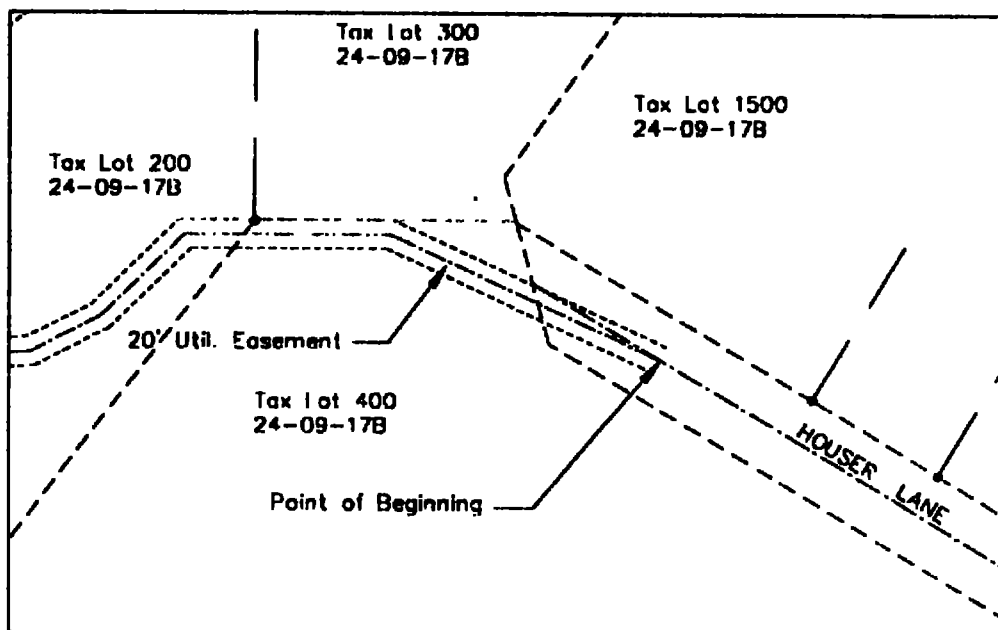
Site Number: NWSS65001-068
Site Name: Cryder Butte Final 3/07/01
Site ID: ORO5136-S

Handwritten signature/initials.

UTILITY EASEMENT AFFECTING TAX LOT 400, T.24 S., R.09 E., SECTION 17B

A 20.00 foot wide strip of land, 10.00 feet on both sides of the following described centerline, for the purpose of access and utilities, a portion of which lies in the Southwest One-Quarter of Section 8 and the Northwest One-quarter of Section 17, Township 24 South, Range 9 East, Willamette Meridian, Klamath County, Oregon and more particularly described as follows:

Beginning at a point on the centerline of Houser Lane from which the northwest corner of Section 8, Township 24 South, Range 9 East, Willamette Meridian bears North 13° 59' 21" West 6444.25 feet; thence leaving said centerline North 64° 30' 45" West 201.55 feet; thence South 89° 59' 09" West 97.9 feet more or less to a point on the westerly boundary of the property described in Instrument M87-5621 of the Deed Records of Klamath County, Oregon and there terminating.



This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

Initial(s) LA
Initial(s) DM

Site Number: NWSS65001-068
Site Name: Cryder Butte Final 3/07/01
Site ID: ORO5136-S

State of Oregon, County of Klamath
Recorded 08/08/01 at 8.54 a.m.
In Vol. M01 Page 39704
Linda Smith.
County Clerk Fee \$ 56.00