

First American Title Order # NCS-141706-FTM 2004



Prepared by:
Victoria M. de Lisle
Locke Liddell P. Capp LLP
601 Poydras Street, Suite 2400
New Orleans, LA 70130
File: #90924/00422

Doc#: 0510834084
Eugene "Gene" Moore Fee: \$56.00
Cook County Recorder of Deeds
Date: 04/18/2005 03:45 PM Pg: 1 of 17

Record and Return to:
First American Title Insurance Co
7370 College Parkway, Suite 10
Ft. Myers, FL 33907
Attn.: Linda Hudak
Phone: 1.800.585.2906
Fax: 1.239.938.8885
File: #NCS-141706-FTM
Unison Site: #294156

EASEMENT AND ASSIGNMENT AGREEMENT

THIS EASEMENT AND ASSIGNMENT AGREEMENT ("Agreement") is made as of the 15th day of MARCH, 2005 ("Effective Date"), by and between West Suburban Bank, as Trustee under Trust Agreement dated March 15, 1996 and known as Trust No. 10448, whose address is 22nd Street, Oakbrook Terrace, Illinois 60181 and Mary Ann Kennedy, as Beneficiary under Trust No. 10448, whose address is 10101 Fifth Avenue, La Grange, IL 60525 ("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 LaGrange and County of Cook, State of Illinois, having a street address of 10101 5th 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 communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, buildings, fences, gates

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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 without notice to Site Owner, at any time, day or night, as may be required in connection with the foregoing activities and uses, and

(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 grants, bargains, sells 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, 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 shall execute and record such documents reasonably required to terminate the Easements.

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.

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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. Site Owner agrees and acknowledges that Unison shall be deemed an "interested party", as provided by the Illinois Property Tax Code, 35 ILCS 200/21-75. 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.
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

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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; and (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. 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.

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

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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 on (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.

[SIGNATURE PAGES FOLLOW]

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

WITNESSES:

“SITE OWNER”:

WEST SUBURBAN BANK, SOLELY AS TRUSTEE UNDER TRUST NO. 10448

Print Name: _____

By: _____

Print Name: _____

Title: _____

Address: 22nd Street

City Oakbrook Terrace

State: Illinois

Zip: 60181

Tel: WEST SUBURBAN BANK

Fax: NOT PERSONALLY BUT AS

TRUSTEE/UIT NO. 10448

BY Christina Pawlak

TRUST OFFICER

STATE OF ILLINOIS)
COUNTY OF DeWitt) ss.

Before me, a notary public in and for said State, appeared Christina Pawlak Trust Officer known to me, or proven to me, who duly authorized to act on behalf of the Site Owner of the Easement described in the foregoing Easement and Assignment Agreement, executed and acknowledged said instrument as his/her free act and deed on behalf of said Site Owner.

Given under my hand and seal this 14th day of March, 2005.

My commission expires: April 2007

Aimee Garrison
Notary Public



THIS INSTRUMENT is executed by West Suburban Bank ("WSB") not personally or individually, but solely as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee. All of the provisions, covenants, and representations set forth herein are made solely on behalf of and on behalf of WSB and should be construed accordingly. Notwithstanding any provision to the contrary set forth in this instrument, any recourse against WSB shall be limited to the assets comprising the trust estate and no personal liability shall be asserted or be enforceable against WSB by reason of the terms, promises, agreements, covenants, warranties, representations, indemnifications, or other matters herein set forth, all such personal liability of WSB being expressly waived.

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

WITNESSES:

“SITE OWNER”:

David J. Sexton
 Print Name: David J. Sexton
Sheela Nash
 Print Name: Sheela Nash

MARY ANN KENNEDY, AS BENEFICIARY UNDER TRUST NO. 10448

By: Mary Ann Kennedy
 Title: _____
 Address: 10101 Fifth Avenue
 City: La Grange
 State: Illinois
 Zip: 60525
 Tel: 708 352 1073
 Fax: _____

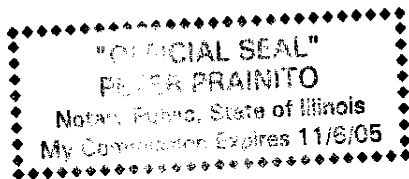
STATE OF ILLINOIS)
) ss.
 COUNTY OF DU PAGE)

Before me, a notary public in and for said State, appeared MARY A. KENNEDY, known to me, or proven to me, who duly authorized to act on behalf of the Site Owner of the Easement described in the foregoing Easement and Assignment Agreement, executed and acknowledged said instrument as his/her free act and deed on behalf of said Site Owner.

Given under my hand and seal this 11 day of MARCH, 2005.

My commission expires: 11-6-05

[SEAL]



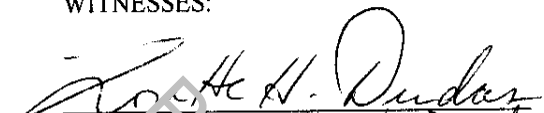
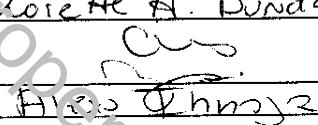
Peter Praitito
 Notary Public

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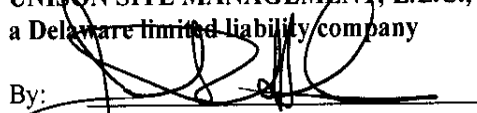
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

“UNISON”:

WITNESSES:


 Print Name: Rosette H. Dundas

 Print Name: Alex Chmyz

UNISON SITE MANAGEMENT, L.L.C.,
a Delaware limited liability company


By: 
 Name: James R. Holmes
 Title: Vice President-Secretary
 Address: 6809-D Bowman's Crossing
 City: Frederick
 State: Maryland
 Zip: 21703-7150
 Tel: (646) 452-5455
 Fax: (301) 360-0635

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

On the 4th day of March, 2005, before me, the undersigned, a notary public in and for said state, personally appeared James R. Holmes, duly authorized Vice President-Secretary of Unison Site Management, L.L.C., a Delaware limited liability company, 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 capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

WITNESS my hand and seal.

Identity proven on the basis of personal knowledge



 Notary Public

[SEAL]

GINA SHAW
 Notary Public, State of New York
 No. 01SH6046743
 Qualified in Richmond County
 Commission Expires Aug. 21, 2007

UNOFFICIAL COPY**EXHIBIT "A"****PARCEL 1.**

A TRACT OF LAND IN THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 28 SAID POINT BEING 33 FEET EAST OF THE WEST LINE OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 28 THENCE EAST 518.04 FEET TO THE SOUTH WEST CORNER OF PROPERTY CONVEYED BY DOCUMENT 10574091 FROM JOHN NEHR AND JULIA NEHR, HIS WIFE, TO CHICAGO TITLE AND TRUST COMPANY, THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF SAID CONVEYED PROPERTY FOR A DISTANCE OF 341.22 FEET THENCE NORTHWESTERLY A DISTANCE OF 437.19 FEET TO THE SOUTH EAST CORNER OF PROPERTY CONVEYED BY DOCUMENT 12550995 FROM JOHN NEHR AND JULIA NEHR, HIS WIFE, TO AUGUSTA ROBB, THENCE SOUTH 55 DEGREES AND 48 MINUTES WEST FOR A DISTANCE OF 529.09 FEET TO A POINT 33 FEET EAST OF THE WEST LINE OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 28 SAID POINT ALSO BEING 301.79 FEET NORTH OF THE PLACE OF BEGINNING THENCE SOUTH 301.79 FEET TO THE PLACE OF BEGINNING,

EXCEPT FOR

A TRACT OF LAND IN THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY FROM THE CENTER LINE OF FIFTH AVENUE, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF THE SOUTH EAST 1/4 OF THE AFORESAID NORTH WEST 1/4, SAID POINT BEING 297 FEET EAST OF THE NORTH WEST CORNER OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 28; THENCE NORTHEASTERLY ALONG A LINE THAT INTERSECTS THE EAST LINE OF THE NORTH WEST 1/4 OF SAID SECTION 28 AT A POINT 104 FEET SOUTH FROM THE NORTH EAST CORNER OF SAID NORTH WEST 1/4, FOR A DISTANCE OF 815.25 FEET MORE OR LESS, TO THE WESTERLY LINE OF A TRACT OF LAND CONVEYED FROM NEHR TO FREDRICKS NOVEMBER 21, 1921 AND RECORDED AS DOCUMENT NUMBER 7347701 IN BOOK 17217 ON PAGE 366, IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID CONVEYED PROPERTY 564.83 FEET; THENCE SOUTHWESTERLY 1176.95 FEET ALONG THE NORTHWESTERLY LINE OF PROPERTY CONVEYED BY NEHR TO CHICAGO TITLE AND TRUST CO. BY DOCUMENT 10574091, TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 28, THENCE WESTERLY A DISTANCE OF 4.69 FEET ON THE AFORESAID LINE FOR A PLACE OF BEGINNING; THENCE NORTHWESTERLY 540.25 FEET ON A LINE THAT INTERSECTS THE SOUTHEASTERLY LINE OF AUGUSTA ROBB PROPERTY 280 FEET SOUTHWESTERLY OF THE SOUTH EAST CORNER CONVEYED BY DOCUMENT 12550995; THENCE SOUTHWESTERLY ALONG AFORESAID LINE 249.18 FEET (AS MEASURED) TO A POINT ON A LINE 33 FEET EASTERLY (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WEST LINE OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 28; THENCE SOUTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 30___.79 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 28; THENCE EASTERLY ALONG SAID SOUTH LINE A DISTANCE OF 513.35 FEET TO THE PLACE OF BEGINNING, CONTAINING 3.3235 ACRES, IN COOK COUNTY, ILLINOIS.

AND INCLUDING**PARCEL 2:**

A TRACT OF LAND IN THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY FROM THE CENTER LINE OF 5TH AVENUE

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EXHIBIT "A" (CON'T)

DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF THE SOUTH EAST 1/4 OF THE AFORESAID NORTH WEST 1/4 SAID POINT BEING 297 FEET EAST OF THE NORTH WEST CORNER OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 28, THENCE NORTHEASTERLY ALONG A LINE THAT INTERSECTS THE EAST LINE OF THE NORTH WEST 1/4 OF SAID SECTION 28, AT A POINT 104 FEET SOUTH FROM THE NORTH EAST CORNER OF SAID NORTH WEST 1/4 FOR A DISTANCE OF 90 FEET FOR A PLACE OF BEGINNING, THENCE CONTINUING NORTHEASTERLY IN A STRAIGHT LINE ALONG THE PRECEDING COURSE A DISTANCE OF 725.15 FEET MORE OR LESS TO THE WESTERLY LINE OF A TRACT OF LAND CONVEYED FROM NEHR TO FREDRICKS NOVEMBER 21, 1921 AND RECORDED AS DOCUMENT 7347701 IN BOOK 17217 ON PAGE 366 IN OFFICE OF RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID CONVEYED PROPERTY 354.83 FEET MORE OR LESS TO A STEEL RAIL, WHICH IS THE NORTH WEST CORNER OF THE PROPERTY CONVEYED FROM NEHR TO CHICAGO TITLE AND TRUST COMPANY BY DOCUMENT 10574091 RECORDED JANUARY 15, 1930 IN OFFICE OF RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF SAID CONVEYED PROPERTY 835.73 FEET TO AN IRON PIPE, THENCE NORTHWESTERLY 613.26 FEET MORE OR LESS TO THE PLACE OF BEGINNING, EXCEPT THE NORTHEASTERLY 110 FEET (MEASURED ALONG NORTHWESTERLY LINE) OF NORTHWESTERLY 215.08 FEET (MEASURED ALONG NORTHEASTERLY LINE), ALL IN COOK COUNTY, ILLINOIS.

AND EXCEPT FOR

A TRACT OF LAND IN THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE CENTER LINE OF FIFTH AVENUE, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, SAID POINT BEING 297 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE NORTHEASTERLY ALONG A LINE THAT INTERSECTS THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, AT A POINT 104 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4, FOR A DISTANCE OF 256.66 FEET FOR A PLACE OF BEGINNING; THENCE SOUTHEASTERLY, AT RIGHT ANGLE TO THE PRECEDING COURSE A DISTANCE OF 238.00 FEET; THENCE NORTHEASTERLY, AT RIGHT ANGLE TO THE PRECEDING COURSE A DISTANCE OF 105.00 FEET; THENCE NORTHWESTERLY, AT RIGHT ANGLE TO THE PRECEDING COURSE A DISTANCE OF 238.00 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 105.00 FEET TO THE PLACE OF BEGINNING, CONTAINING 34,440 SQUARE FEET OR 0.791 ACRES, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY**EXHIBIT "A" (CON'T)**

AND EXCEPT FOR

THE NORTHEASTERLY 220 FEET (MEASURED ALONG THE NORTHWESTERLY LINE) OF THE NORTHWESTERLY 215.08 FEET (MEASURED ALONG THE NORTHEASTERLY LINE) OF THE FOLLOWING DESCRIBED TRACT OF LAND IN THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY FROM THE CENTER LINE OF FIFTH AVENUE, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE AFORESAID NORTHWEST 1/4 SAID POINT BEING 297 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 28, THENCE NORTHEASTERLY ALONG A LINE THAT INTERSECTS THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28 AT A POINT 104 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 FOR A DISTANCE OF 50 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTHEASTERLY IN A STRAIGHT LINE ALONG THE PRECEDING COURSE A DISTANCE OF 725.15 FEET, MORE OR LESS, TO THE WESTERLY LINE OF A TRACT OF LAND CONVEYED FROM NEHR TO FREDRICKS NOVEMBER 21, 1921 AND RECORDED AS DOCUMENT NUMBER 7347701 IN BOOK 17217 ON PAGE 366, IN THE OFFICE OF RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID CONVEYED PROPERTY 564.83 FEET, MORE OR LESS, TO A STEEL RAIL, WHICH IS THE NORTHWEST CORNER OF PROPERTY CONVEYED FROM NEHR TO CHICAGO TITLE AND TRUST COMPANY BY DOCUMENT NUMBER 10574091 RECORDED JANUARY 15, 1930 IN THE OFFICE OF RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF SAID CONVEYED PROPERTY 835.73 FEET TO AN IRON PIPE; THENCE NORTHWESTERLY 613.26 FEET, MORE OR LESS, THE PLACE OF BEGINNING, EXCEPT FROM THE ABOVE DESCRIBED TRACT OF LAND, THE NORTHEASTERLY 110 FEET (MEASURED ALONG THE NORTHWESTERLY LINE) OF THE NORTHWESTERLY 215.08 FEET (MEASURED ALONG THE NORTHEASTERLY LINE), IN COOK COUNTY, ILLINOIS.

TAX#: 18-28-103-035

18-28-103-023

Cook County Clerk's Office

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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 the portion of the Property, and described as follows:

That part of the northwest quarter of Section 28, Township 38 North, Range 12 East of the Third Principal Meridian, described as follows:

Commencing at the southwest corner of the north half of the southeast quarter of the northwest quarter; thence north 88 Degrees 16 Minutes 13 Seconds east, along the south line of said north half, 551.04 feet to a point on the northwesterly line of property conveyed by a Document Number 10574091, thence north 35 Degrees 18 Minutes 13 Seconds east, along said northwesterly line, 439.49 feet to a point on a line that is 20.00 feet west of and parallel to the center line of a wood fence; thence north 9 degrees 4 minutes 53 seconds west, along said parallel line, 60.40 feet to a point of beginning; thence continuing north 9 Degrees 4 Minutes 53 Seconds West 40.00 feet; thence north 80 Degrees 55 Minutes 7 Seconds east 25.00 feet to a point on aforesaid center line; thence south 9 Degrees 4 Minutes 53 Seconds east, along said centerline, 40.00 feet; thence south 80 Degrees 55 Minutes 7 Seconds west, 25.00 feet to the point of beginning all in Cook County Illinois; and

A part of the Northwest quarter of Section 28, Township 38 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois, lying southerly from the centerline of Fifth Avenue described as follows:

Commencing at a point on the North line of the southeast 1/4 of the aforesaid northwest 1/4 said point being 237 feet east of the northwest corner of the southeast 1/4 of the northwest 1/4 of said Section 28, thence northeasterly along a line that intersects the northeast corner of said northwest 1/4 for a distance of 90 feet; thence north 38 degrees 11 minutes 36 seconds east 53.87 feet; thence south 45 degrees 42 minutes 16 seconds east 112.79 feet; thence south 31 degrees 49 minutes 37 seconds east 113.48 feet; thence south 18 degrees 56 minutes 57 seconds east 88.70 feet; thence south 43 degrees 02 minutes 44 seconds east 211.04 feet; thence north 44 degrees 47 minutes 54 seconds east 154.58 feet; thence north 01 degrees 25 minutes 56 seconds east approximately 38.15 feet to the point of beginning of this description; thence north 01 degrees 25 minutes 56 seconds east 40.00 feet; thence south 08 degrees 34 minutes 04 seconds east 40.00 feet; thence south 01 degrees 25 minutes 56 seconds west 40.00 feet; thence north 08 degrees 34 minutes 04 seconds 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:

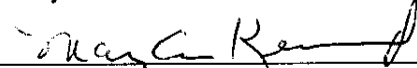
West Suburban Bank, solely as Trustee
under Trust No. 10448

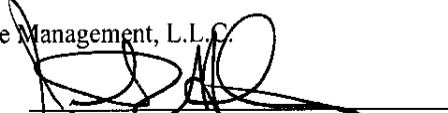
By: WEST SUBURBAN BANK
Name: NOT PERSONALLY BUT AS
Title: TRUSTEE/UIT NO. 10448
Date: BY: Christine P. Palko
TRUST OFFICER 3/14/05

THIS INSTRUMENT is executed by West Suburban Bank ("WSB") not personally or individually, but solely as trustee as aforesaid in the exercise of the power and authority conveyed upon and vested in it as such trustee. All of the provisions, covenants, conditions, and obligations set forth herein are made effective as if made by the trustee, and shall not be subject to any independent inquiry or investigation by WSB and shall be executed accordingly. Notwithstanding any provision herein or contained in this instrument, any recourse against WSB shall be limited to the assets comprising the trust estate and no personal liability shall be asserted or be enforceable against WSB by reason of the terms, promises, agreements, covenants, warranties, representations, misstatements, or other matters herein set forth, all such personal liability of WSB being expressly waived.

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Mary Ann Kennedy

By: 
Date: 3/11/05

Unison Site Management, L.L.C.
By: 
Name: James R. Holmes
Title: Vice President-Secretary
Date: 3/4/2005

Property of Cook County Clerk's Office

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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, 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 5th Avenue (hereinafter the "Access Easement"), 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. Said easement being more fully described as follows:

Access Easement:

That part of the Northwest Quarter of Section 28 Township 38 North, Range 12 East of the Third Principal Meridian described as follows:

Commencing at the southwest corner of the north half of the southeast quarter of said northwest quarter; thence north 85 Degrees 16 Minutes 13 Seconds east along the south line of said north half, 551.04 feet to a point on the northwesterly line of property conveyed by Document Number 10574091; thence north 35 Degrees 18 Minutes 13 Seconds east along said northwesterly line, 439.49 feet to a point on line that is 20.00 feet west of and parallel to the center line of a wood fence; thence north 9 Degrees, 4 Minutes, 53 Seconds west, along said parallel line, 100.40 feet; thence north 80 Degrees 55 Minutes 7 Seconds east 4.00 feet to a point of beginning; thence continuing north 80 Degrees 55 Minutes 7 Seconds east 12.00 feet; thence north 9 Degrees 4 Minutes 53 Seconds west 15.00 feet; thence north 71 Degrees 38 Minutes 47 Seconds West 28.63 feet; thence south 45 Degrees 56 Minutes 18 Seconds west 15.00 feet; thence north 89 Degrees 13 Minutes 42 Seconds west 7.07 feet; thence north 44 Degrees 3 Minutes 42 Seconds west 15.00 feet; thence south 45 Degrees 56 Minutes 18 Seconds west 12.00 feet; thence South 44 Degrees 3 Minutes 42 Seconds east 15.00 feet; thence south 0 Degrees 56 Minutes 18 Seconds west 7.07 feet; thence south 45 Degrees 56 Minutes 18 Seconds west 67.04 feet; thence north 89 Degrees 3 Minutes 42 Seconds west 50.02 feet; thence north 44 Degrees 14 Minutes 33 Seconds west 132.56 feet; thence north 21 Degrees 34 Minutes 47 Seconds west 154.74 feet; thence north 43 Degrees 19 Minutes 15 Seconds west 183.95 feet to a point on the centerline of Fifth Avenue; thence south 38 Degrees 11 Minutes 12 Seconds west, along said centerline, 12.13 feet; thence south 43 Degrees 19 Minutes 15 Seconds east 179.65 feet; thence south 21 Degrees 34 Minutes 47 Seconds east 154.84 feet; thence south 44 Degrees 14 Minutes 33 Seconds east 139.91 feet; thence south 89 Degrees 3 Minutes 42 Seconds east 59.94 feet; thence north 45 degrees 56 Minutes 18 Seconds east 101.74 feet; thence south 71 Degrees 38 Minutes 47 Seconds east 14.07 feet; thence south 9 Degrees 4 Minutes 53 Seconds east 7.71 feet to the Point of Beginning

Utility Easement:

That part of the Northwest Quarter of Section 28 Township 38 North, Range 12 East of the Third Principal Meridian described as follows:

Commencing at the southwest corner of the north half of the southeast quarter of said northwest quarter; thence north 88 Degrees 16 Minutes 13 Seconds east along the south line of said north half, 551.04 feet to a point on the northwesterly line of property conveyed by Document Number 10574091; thence north 35 Degrees 18 Minutes 13 Seconds east, along said northwesterly line 439.49 feet to a point on a line that is 20.00 feet west and parallel to the centerline of a wood fence; thence north 9 Degrees 4 Minutes 53 Seconds west along said parallel line 91.42 feet to a

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point of beginning; thence continuing north 9 Degrees 4 Minutes 53 Seconds west 8.98 feet; thence south 53 Degrees 54 Minutes 10 Seconds west 121.68 feet; thence north 43 Degrees 27 Minutes 58 Seconds west 125.50 feet; thence north 52 Degrees 24 Minutes 59 Seconds west 144.71 feet; thence south 37 Degrees 35 Minutes 1 Second west 8.00 feet; thence south 52 Degrees 24 Minutes 59 Seconds east 144.08 feet; thence south 43 Degrees 27 Minutes 58 Seconds east 144.08 feet; thence south 43 Degrees 27 Minutes 58 Seconds east 131.91 feet; thence north 53 Degrees 54 Minutes 10 Seconds east 124.64 feet to the point of beginning; and

Including an access and utility easement being a part of the Northwest quarter of Section 28, Township 38 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois, lying southerly from the centerline of Fifth Avenue described as follows:

Commencing at a point on the North line of the southeast ¼ of the aforesaid northwest ¼ said point being 237 feet east of the northwest corner of the southeast ¼ of the northwest ¼ of said Section 28, thence northeasterly along a line that intersects the northeast corner of said northwest ¼ for a distance of 90 feet; thence north 38 Degrees 11 Minutes 36 Seconds east 53.87 feet to the point of beginning of this description; thence continuing north 36 Degrees 11 Minutes 36 Seconds east 20.08 feet; thence south 46 Degrees 42 Minutes 16 Seconds east 117.18 feet; thence south 31 Degrees 49 Minutes 37 Seconds east 118.35 feet; thence south 18 Degrees 56 Minutes 57 Seconds east 84.59 feet; thence south 43 Degrees 02 Minutes 44 Seconds east 168.88 feet; thence north 76 Degrees 31 Minutes 10 Seconds east 32.89 feet; thence north 44 Degrees 47 Minutes 54 Seconds east 111.71 feet; thence north 81 Degrees 25 Minutes 56 Seconds east 78.11 feet; thence south 08 Degrees 34 Minutes 04 Seconds east 20.00 feet; thence south 61 Degrees 25 Minutes 56 Seconds west 71.48 feet; thence south 74 Degrees 47 Minutes 54 Seconds west 134.38 feet; thence north 43 Degrees 02 Minutes 44 Seconds west 213.04 feet; thence north 18 Degrees 56 Minutes 57 Seconds west 55.70 feet; thence north 31 Degrees 49 Minutes 37 Seconds west 113.48 feet; thence north 45 Degrees 42 Minutes 16 Seconds west 112.79 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:

West Suburban Bank, solely as Trustee
under Trust No. 10448

By: WEST SUBURBAN BANK
Name: NOT PERSONALLY BUT AS
Title: TRUSTEE
Date: 3/4/05
BY: Christine Talah
TRUST OFFICER

Mary Ann Kennedy

By: Mary Ann Kennedy
Date: 3/11/05

Unison Site Management, L.L.C.

By: [Signature]
Name: James R. Holmes
Title: Vice President-Secretary
Date: 3/4/2005

THIS INSTRUMENT is executed by West Suburban Bank ("WSB") not personally and not as trustee as aforesaid in the exercise of the power and authority vested in it as such trustee. All of the terms, conditions and covenants set forth herein are made only for the benefit of the parties named herein and any independent inquiry or investigation by a third party shall be conducted accordingly. Notwithstanding to whomsoever the instrument is made, any recourse against WSB shall be limited to the real estate comprising the trust estate and the liability shall be asserted to be enforceable against WSB by the terms, promises, agreements, covenants, warranties, representations, modifications, or other matters herein set forth, all such potential liability of WSB being expressly waived.

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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:

- (1) That certain Option and Site Lease Agreement dated May 17, 1996 by and between West Suburban Bank, as owner, and AT&T Wireless PCS, Inc., a Delaware corporation, as lessee, as evidenced by a Memorandum of Lease dated May 17, 1996 by and between West Suburban Bank, as Trustee under Trust Agreement dated March 15, 1996 and known as Trust No. 10448, as owner, and AT&T Wireless PCS, Inc., as lessee, and recorded as Instrument No. 96047785, Cook County Recorder.
- (2) That certain Site Lease with Option dated April 27, 2000 by and between Mary Ann Kennedy, as owner, and Cook Inlet/VoiceStream PCS, LLC, a Delaware limited liability company, as lessee, as modified by Addendum to Site Lease With Option dated April 27, 2000, as evidenced by a Memorandum of Lease recorded as Instrument No. 0010229217, Cook County Recorder.

Read, Agreed and Approved:

West Suburban Bank, solely as Trustee under Trust No. 10448

By: WEST SUBURBAN BANK
 Name: NOT PERSONALLY BUT AS
 Title: TRUSTEE TRIT NO. 10448
 Date: BY: Christina Padak
 TRUST OFFICER

Mary Ann Kennedy

By: Mary Ann Kennedy
 Date: 3/11/09

Unison Site Management, L.L.C.

By: [Signature]
 Name: James R. Holmes
 Title: Vice President-Secretary
 Date: 3/4/2005

This INSTRUMENT is executed by West Suburban Bank ("WSB") not personally, but solely as trustee as aforesaid in the exercise of its power and authority now and vested in it as such trustee. All of the covenants, conditions, and representations set forth herein are made solely by Unison and shall not be subject to any independent inquiry or investigation by any third party and shall be enforced accordingly. Notwithstanding any provision to the contrary set forth in this instrument, any recourse against WSB shall be limited to the assets comprising the trust estate and no cause of liability shall be assessed or be enforceable against WSB by reason of the terms, promises, agreements, covenants, warranties, representations, indemnifications, or other matters herein set forth, all such personal liability of WSB being expressly waived.

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EXHIBIT D

TITLE ENCUMBRANCES

Mortgage dated September 23, 1996 by John X. Kennedy and Mary Ann Kennedy in favor of Old Kent Bank in the original amount of \$15,000.00, recorded on November 12, 1996 under Instrument No. 96-862105, Cook County Recorder, for which a Non-Disturbance Agreement has been executed in favor of Unison and recorded in the Official Records of Cook County, under Instrument No.

0510834083

Property of Cook County Clerk's Office