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0608239142

Doc#: 0608239142 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
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Prepared by:
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Record and Return to:
Kathy Markalinski
First American Title Insurance Company
National Commercial Services
7370 College Parkway, Suite 104
Fort Myers, FL 33907
Phone: 1.800.585.2906
Fax: 1.239.938.8885
File: #NCS-209555-FTM
Unison Site: #295983

ASSIGNMENT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS,

THIS ASSIGNMENT OF EASEMENT (this "Assignment") is made and entered into to be effective as of the 28th day of February, 2006, by UNISON SITE MANAGEMENT, L.L.C., a Delaware limited liability company, whose address is 92 Thomas Johnson Drive, Suite 130, Frederick, Maryland 21702 (the "Assignor"), to CELL TOWER LEASE ACQUISITION LLC a Delaware limited liability company, whose address is 92 Thomas Johnson Drive, Suite 130, Frederick, Maryland 21702 (the "Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, being the current owner and holder of all of the grantee's interest under the Easement (as hereinafter defined) with full power and authority to execute and deliver this Assignment without joinder, further action or consent by any party, does by these presents hereby grant, bargain, convey, sell, assign, transfer, set over and deliver unto the said Assignee, its successors, transferees, and assigns forever, and Assignee does, by its acceptance hereof, assume and accept, with respect to all periods of time after the date hereof, all of the rights, title and interest of said Assignor under, in and to the separate easement agreements described on Exhibit A attached hereto and made a part hereof, together with any and all ingress/egress, utilities or other rights related thereto (collectively, the "Easement"), said Easement pertaining to the respective parcels of land described on said Exhibit A, but reserving in Assignor any and all obligations, duties and liabilities of Assignor under paragraphs 9 and 10 of the Easement.

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MS 209555-FTM
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First American Title Order #

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Assignor hereby indemnifies and agrees to hold harmless Assignee from and against any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages and expenses of any nature whatsoever (including, without limiting the generality of the foregoing, reasonable attorneys' fees and court costs) which Assignee may incur, sustain, suffer or which may be asserted or assessed against Assignee on or after the date hereof, arising out of, pertaining to or in any way connected with the obligations, duties or liabilities under the Easement, which arose on or before the date hereof and with respect to the obligations, duties or liabilities under paragraphs 9 and 10 of the Easement, which arose on or before the date hereof or at any time after the date hereof.

Assignee hereby indemnifies and agrees to hold harmless Assignor from and against any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages and expenses of any nature whatsoever (including, without limiting the generality of the foregoing, reasonable attorneys' fees and court costs) which Assignor may incur, sustain, suffer or which may be asserted or assessed against Assignor on or after the date hereof, arising out of, pertaining to or in any way connected with the obligations, duties or liabilities under the Easement (other than those set forth in paragraphs 9 and 10 of the Easement), arising from and after the date hereof.

The burden of the indemnities set forth above shall not be assigned. Except as aforesaid, this Assignment shall bind and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

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EXHIBIT A

Description of Easement

(Location, Cook County, Illinois)

That certain Easement and Assignment Agreement dated as of February 28, 2006 by and between Charles Schroeder, as Trustee under The Charles Schroeder Revocable Trust dated December 1, 1995, as site owner, and Unison Site Management, L.L.C., as grantee, recorded in/under 0608239141 of the records of Cook County, State of Illinois, encumbering all or part of the following described real property:

LOTS 13 THROUGH 16 BOTH INCLUSIVE, IN SUBDIVISION OF BLOCKS 1, 2 AND 3 IN SUPERIOR COURT COMMISSIONER'S PARTITION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16-25-302-013

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Property Address: 2628 S Sacramento, Chicago, IL

