0723422135 Fee: \$32.50 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 08/22/2007 03:07 PM Pg: 1 of 5

Prepared by: Robert W. Mouton Locke Liddell & Sapp LLP 601 Poydras Street, Suite 2660 New Orleans, LA 70130 File: #90924/01002

Record and Reiain to: Land America/Lr.wvers Title Insurance Company Attn: Kathryn Themr son LTIC/Commercial Ser ured Party Solutions 101 Gateway Centre Parl. Vay Richmond, VA 23235-5153 Phone: 1.866.552.0129 Fax: 1.804.267.2330

File: #10844828 Unison Site: #300794

DIN 20-36-423-032-0000

### 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 3rd day of July, 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 sufficienty 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.

Assignor hereby indemnifies and agrees to hold harmless Assignee from and against any

0723422135 Page: 2 of 5

# **UNOFFICIAL COPY**

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 what of ver (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 Eastment), 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 Sab.
Control
C in any jurisdiction shall not invalidate or render uner creable such provision in any other jurisdiction.

[INTENTIONALLY LEFT BLANK]

# **UNOFFICIAL COPY**

IN WITNESS WHEREOF, Assignor has executed this Assignment to be effective as of the date first set forth above.

WITNESSES:	ASSIGNOR:
	UNISON SITE MANAGEMENT, L.L.C.,
	a Delaware limited liability company
St. Q. C.L.	Ву:
Print Name: Sech P Clare	Name: James R. Holmes
	Title: Vice President/Secretary
Print Name: Colin Wilson	Address: 92 Thomas Johnson Drive, Suite
O:c	130
	City: Frederick
	•
	Zip: 21702
	Tel: (646) 452-5455
	Fax: (301) 360-0635
STATE OF NEW YORK )	
) ss.	4D*
COUNTY OF NEW YORK )	
•	
On the 3rd day of July in the year o	f 2006, before me, the undersigned, a Notary Public in
and for said state, personally appeared Jam	es R. Holmes, Vice President/Secretary of Unison Site
Management, L.L.C., personally known	to me or proved to me or the basis of satisfactor
	name is subscribed to the within instrument and
acknowledged to me that he executed the	e same in his authorized capacity and that by hi
<del>-</del>	or the entity upon behalf of which the individual acted
executed the instrument.	<b>'</b>
WITNESS my hand and official seal.	
aub.	iG
Signature:	
My Commission Expires:	
Commission Number:	_

# **UNOFFICIAL COPY**

IN WITNESS WHEREOF, Assignee has executed this Assignment to be effective as of the date first set forth above.

WITNESSES:		ASSIG	NEE:	
		CELL TOWER LEASE ACQUISITION LLC,		
		a Delay	vare limited liability company	
Sto Col		By:		
Print Name: Steven P. Olygo		Name:	James R. Holmes	
	<del></del>	Title:	Vice President/Secretary	
// / / / / / / / / / / / / / / / / / /	_			
Print Name: Colin Wilson		A ddrog	s: 92 Thomas Johnson Drive, Suite	
Print Name: Odina vivo		130		
		City:	Frederick	
		State:	Maryland	
		Zip:	21702	
	0/	Tel:	(646) 452-5455	
		Fax:	(301) 360-0635	
		)	()	
STATE OF NEW YORK	)	40		
	) ss.	1/4		
COUNTY OF NEW YORK	)			
0 1 2 1 1 CY 1 1 .		1 0		
•	•		e, the undersigned, a Notary Public in ice President/Secretary of Cell Tower	
Lease Acquisition LLC, a Delawa	re limited liabil	lity compa	ny person'illy known to me or proved	
to me on the basis of satisfactory	evidence to be	the individ	dual whose time is subscribed to the	
within instrument and acknowled	ged to me that h	ne executed	d the same in his authorized capacity,	
and that by his signature on the in	nstrument the in	ndividual c	or the entity upon pergif of which the	
individual acted, executed the inst	rument.		10-	

WITNESS my hand and official seal.

My Commission Expires: \_\_\_\_\_Commission Number: \_\_\_\_\_

Signature:

0723422135 Page: 5 of 5

# UNOFFICIAL COPY

### **EXHIBIT A**

## Description of Easement

(Location, Cook County, Illinois)

That certain Easement and Assignment Agreement dated as of July 30, 2006 by and between South East Alcohol and Drug Abuse Center, an Illinois not-for-profit corporation, as site owner, and Unison Site Management, L.L.C., as grantee, recorded in/under 102136 of the records of Cook County, State of Illinois, encumbering all or part of the following described real property:

#### Parcel 1:

Lots 61 to 66, both inclusive, in block 4 in Lincoln Subdivision of that part the Southeast 1/4 of the Southeast 1/4 of Section 36, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, lying North and East of the Lake Shore and Michigan Southern Railway Company's right of way, in Cook County, Illinois.

#### Parcel 2:

Lots 51 to 60, both inclusive, in block 4 in Lincoln Subdivision of that part of the Southeast 1/4 of the Southeast 1/4 Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, lying North and East of the Lake Shore and Michigan Southern Railway Company's right of way, in Cook County, Illinois.

AND BEING the same property conveyed to South East 'Alcohol and Drug Abuse Center, an Illinois not for profit corporation from Ford Leasing Development Company, a Data ware corporation by Special Warranty Deed dated September 23, 1994 and recorded September 24, 1994 in Institute No. 94880168.