



0725622102

Doc#: 0725622102 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/13/2007 02:51 PM Pg: 1 of 7

Prepared by:
Locke Liddell & Sapp LLP
601 Poydras Street, Suite 2660
New Orleans, LA 70130
File: 90924/00627

Record and Return To:
Kathryn Thompson
Land America/Lawyer's Title Insurance Company
LTIC/Commercial Lender Services
101 Gateway Centre Parkway
Richmond, VA 23235-5153
Phone: 1.866.552.0129, Ext. 2765
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File: #10888431
Unison Site No. 227203

pins: 13-32-400-023, 025, 030 & 036

ASSIGNMENT OF EASEMENT AND ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS,

7256-0056

THIS ASSIGNMENT OF EASEMENT AND ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this "Assignment") is made and entered into to be effective as of the 19th day of October, 2006, by Unison Site Management, L.L.C., a Delaware limited liability company, 92 Thomas Johnson Drive, Suite 130, Frederick, Maryland 21702 (the "Assignor"), to T1 UNISON SITE MANAGEMENT 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 grantor'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 (the "Assigned Lease"), and Assignee, as of the date hereof, hereby assumes the obligations of the landlord under the Assigned Lease, accruing on or after the date hereof.

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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 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.

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 Agreement 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 on unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.


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


WITNESSES:


Print Name: Colin N. Wilson


Print Name: Noel Janson

ASSIGNOR:

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



By: _____
Name: James R. Holmes
Title: Vice President-Secretary

Address: 92 Thomas Johnson Drive, Ste. 130
City: Frederick
State: Maryland
Zip: 21702
Tel: (646) 452-5455
Fax: (301) 360-0635

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

On the 19th day of October in the year of 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared James R. Holmes, Vice President/Secretary of Unison Site Management, L.L.C., 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 authorized capacity, and that by his signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: 
My Commission Expires: _____
Commission Number: _____

PASCALLE ANDRE
Notary Public, State of New York
No. 01AN6018911
Qualified in Nassau County
Commission Expires Jan. 25, 2007

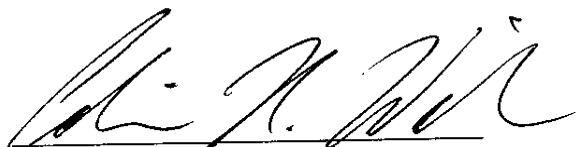
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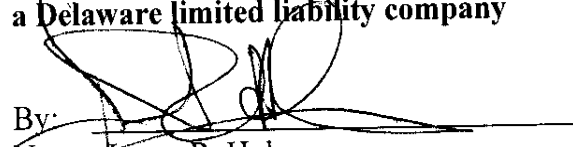
IN WITNESS WHEREOF, Assignee has executed this Assignment to be effective as of the date first set forth above.

WITNESSES:

ASSIGNEE:

T1 UNISON SITE MANAGEMENT LLC
a Delaware limited liability company


Print Name: Colin N. Wilson

By: 
Name: James R. Holmes
Title: Vice President-Secretary



Print Name: Noel Janson

Address: 92 Thomas Johnson Drive, Ste. 130
City: Frederick
State: Maryland
Zip: 21702
Tel: (646) 452-5455
Fax: (301) 360-0635

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

On the 19th day of October in the year of 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared James R. Holmes, Vice President/Secretary of T1 Unison Site Management LLC, 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 authorized capacity, and that by his signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: 
My Commission Expires: _____
Commission Number: _____

PASCALE ANDRE
Notary Public, State of New York
No. 01AN6018911
Qualified in Nassau County
Commission Expires Jan. 25, 2007

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EXHIBIT A Description of Easement

That certain Easement Agreement and Assignment Agreement dated as of September 22, 2006 by and between Bloomingdale Kaiser Building L.L.C., an Illinois limited liability company whose address is 70 East Lake Street # 1600, Chicago, Illinois 60601 as site owner and Unison Site Management, L.L.C., a Delaware limited liability company, 92 Thomas Johnson Drive, Suite 130, Frederick, Maryland 21702 as grantee, recorded in/ under the Official Records of Cook County, State of Illinois, under Instrument No. 0725622101 encumbering all or part of the following described real property:

Parcel One

Tract One

The South 165.78 feet of Lot 4 (Except the West 350 feet) in Keeney Industrial District, being an owners division in the South East 1/4 of Section 32, Township 40 North, Range 13, East of the Third Principal Meridian, according to the plat thereof dated December 26, 1924 and recorded in the recorder's office of Cook County, Illinois January 8, 1925 as Document 8732302 and filed in the Office of the Registrar of Titles of Cook County, Illinois January 9, 1925 as Document LR241222;

ALSO

Tract Two

That part of the South 165.78 feet of Lot 2 lying East of the East line of Lot 4 and West of the center line of a 50 foot private street being drawn parallel with and 932.24 feet East of the West line of said Lot 4 in Keeney's Industrial District aforesaid;

Parcel Two

The South 165.78 feet of the West 337 feet of Lot 4 in Keeney Industrial District, being an owners division in the South East 1/4 of Section 32, Township 40 North, Range 13, East of the Third Principal Meridian, according to the plat thereof made under date of December 26, 1924, by Chicago Guarantee Survey Company and filed for record in the Office of the Registrar of Title of Cook County, Illinois on January 3, 1925 as Document LR241222; Parcel C.

The East 13 feet of the West 350 feet of the South 165.78 feet of Lot 4 in Keeney Industrial District, being an owner's division in the South East 1/4 of Section 32, Township 40 North, Range 13, East of the Third Principal Meridian;

Parcel Three

A strip of land in that part of Lot 4 and Lot 2 in Keeney Industrial District an owner's division in the South East 1/4 of Section 32, Township 40 North, Range 13, East of the Third Principal Meridian, described as follows:

Commencing at a point on the West line of said Lot 4, said Keeney Industrial District, 165.78 feet North of the Southwest corner of said Lot 4 in said Keeney Industrial District, running thence East parallel with the South line of said Lot 4 (said South line being also the North line of

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Bloomington Avenue), a distance of 826.08 feet to its intersection with the South line of the right of way (at point of tangency) conveyed to Chicago, Milwaukee, St. Paul and Pacific Railroad Company on October 4, 1932 by Deed recorded November 9, 1932 as Document 11162537 and filed December 27, 1932 as Document LR599299; thence Northwesterly along the Southerly line of said right of way, being a curved line convexed Southwesterly, the last described course being tangent thereto and having a radius of 487.6 feet a distance of 132.9 feet; thence West on a line parallel with and 183.78 feet North of the South line of Lot 4 aforesaid, a distance of 694.98 feet to its intersection with the West line of said Lot 4; thence South on said West line 18 feet to the point of beginning;

Parcel Four

That part of Lots 2, 3 and 4 in Keeney Industrial District, being an owner's division in the South East 1/4 of Section 32, Township 40 North, Range 13, East of the Third Principal Meridian, described as follows:

Commencing at a point in the West line of Lot 4, in said Keeney Industrial District, being the East line of North Monitor Avenue, 183.78 feet North of the South line of said Lot 4; thence North along the East line of North Monitor Avenue, a distance of 160 feet; thence East along a line drawn parallel with and 343.78 feet North of the South line of said Lot 4, a distance of 450.99 feet to its intersection with the Southerly right of way line of the land conveyed to Chicago, Milwaukee, St. Paul and Pacific Railroad Company by Deed dated October 4, 1932 and recorded November 9, 1932. as Document 11162537 and filed December 27, 1932 as Document LR599299; thence South Easterly along said right of way being a curved line convexed South Westerly and having a radius of 487.60 feet, a distance of 297.58 feet (arc), to its intersection with a line drawn parallel with and 183.78 feet North of the South line of said Lot 4, being the North line of right of way conveyed to the Trustees of the Property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company by Deed dated August 2, 1940 and filed June 5, 1941 as Document LR899490; thence West along said right of way line, a distance of 694.98 feet to the point of beginning, all in Cook County, Illinois.

AND BEING the same property conveyed to Bloomington Kaiser Building L.L.C. from American National Bank and Trust Company of Chicago, a National Banking Association by Trustee's Deed dated February 10, 2000 and recorded February 29, 2000 in Instrument No. 00147973.

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EXHIBIT B Assigned Lease

That certain Lease dated as of July 14, 1988 by and between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated May 18, 1988 and known as Trust Number 105462-08, as Lessor, and BSN Corp., a Delaware corporation, as Lessee, as lease was assigned by the Assignment of Lease by Lessor to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 30, 1988 and know as Trust Number 105969-06, dated July 14, 1988.

Property of Cook County Clerk's Office