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5/1/2003 138 001 Page 1 of 7
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Cook County Recorder 33.50



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Prepared by:

Jacalyn L. Midlarsky

Jacalyn L. Midlarsky
SBA Properties, Inc.
One Town Center Road
Third Floor
Boca Raton, Florida 33486

After Recording, Return to:
Linda L. Smith
Closing Resources, Inc.
4456 SE Tribut Lane
Stuart, FL 34997
561-221-9181

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made and entered into as of the 29th day of August, 2000 ("Transfer Date") by **SBA TOWERS, INC.**, a Florida corporation, having an address of One Town Center Road, 3rd Floor, Boca Raton, Florida 33486, ("Assignor/Grantor"), to **SBA PROPERTIES, INC.**, having an address of One Town Center Road, 3rd Floor, Boca Raton, Florida 33486 ("Assignee/Grantee").

Preliminary Statement:

Assignor/Grantor is the owner of a leasehold estate evidenced by the document(s) more particularly described in Schedule A (the "Leasehold Interest") upon the parcel(s) of real property more particularly described in Schedule B (the "Leased Land") respectively, attached hereto and made a part hereof. The documents described in Schedule A and any amendments and/or modifications thereto shall collectively be referred to as the "Ground Lease."

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 Ground Lease to Assignee and its successors and assigns. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including

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those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), arising out of or in any way related to the Ground Lease prior to the Transfer Date or which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

2. ACCEPTANCE OF ASSIGNMENT. Assignee, as of the Transfer Date, hereby accepts the foregoing assignment of the Ground Lease and assumes all of the Assignor's obligations under the Ground Lease which arise or relate to the period on and after the Transfer Date. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Ground Lease on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

3. ARBITRATION. Any controversy or claim between Assignor and Assignee with respect to the subject matter of this Assignment, including any controversy or claim arising out of an alleged tort, will be determined by binding arbitration in accordance with the Federal Arbitration Act (or if not applicable, the applicable state law) and the Rules of Practice and Procedure for the Arbitration of Commercial Disputes of Judicial Arbitration and Mediation Services, Inc. ("JAMS"). Judgment upon any arbitration award may be entered into in any court having jurisdiction. Any party to this Assignment may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim under this Assignment in any court having jurisdiction over such action. The arbitration will be conducted in Palm Beach County, Florida and administered by JAMS, who will appoint the arbitrator. If JAMS is unable or legally precluded from administering the arbitration, then the American Arbitration Association will serve. All arbitration hearings will commence within 90 days of the demand for arbitration. Further, the arbitrator will only, upon a showing of cause, be permitted to extend the commencement of such hearing for up to an additional 60 days.

4. 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.

5. 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.

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

7. 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.

8. ASSIGNMENT OF OTHER AGREEMENTS. Assignee expressly acknowledges that this Assignment is subject to all existing subleases affecting the Leasehold Interest and the Leased Land, including, without limitation, existing antenna site agreements and other subleases executed prior to the Transfer Date.

A. As of the Transfer Date, Assignor hereby assigns, transfers and conveys over unto Assignee and its successors and assigns, all of its right, title, claim and interest in, to and under all antenna site agreements, leases, subleases, or other agreements, if any, existing as of the Transfer Date, relating to the use, occupancy or possession of the Leased Land (the "Existing Colocation Agreements"). Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Colocation Agreements prior to the Transfer Date, or which arise out of or are in any way related to the Colocation Agreements after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

B. As of the Transfer Date, Assignee hereby accepts the foregoing assignment of the Colocation Agreements and assumes all of the Assignor's obligations under the Colocation Agreements which arise or relate to the period on and after the Transfer Date. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Colocation Agreements on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Colocation Agreements on and after the Transfer Date, on account of any fact or circumstance occurring or existing prior to the Transfer Date.

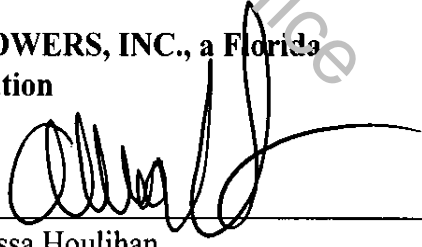
By virtue of the foregoing assignment, commencing on the Transfer Date, Assignee shall receive all rents payable under the Existing Colocation Agreements.

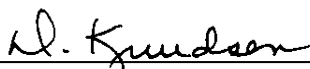
THIS ASSIGNMENT has been executed by Assignor and Assignee on August 25, 2000.

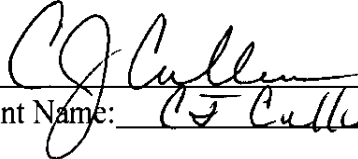
Witnesses:

ASSIGNOR:

SBA TOWERS, INC., a Florida corporation

By: 
Alyssa Houlihan
Director of Leasing


Print Name: D. KNUDSEN


Print Name: C. J. Cullen

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Witnesses:

ASSIGNEE:

SBA PROPERTIES, INC., a Florida corporation

D. Knudsen
Print Name: D. KNUDSEN

By: Theresa Nick Breskin
Theresa Nick Breskin
Vice President

C. Callen
Print Name: C. Callen

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STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

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On this 25 day of August, 2000, before me, duly commissioned, qualified and acting within and for the said county and state, appeared in person the within named ALYSSA HOULIHAN, to me personally well known, who stated that she is the Director of Leasing of SBA Towers, Inc. a Florida corporation, and that she is duly authorized in her respective capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that she has so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 25 day of August, 2000

Linda L Smith
Notary Public
Print Name: _____
My Commission Expires: _____
(NOTARY SEAL)

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)



On this 25 day of August, 2000, before me, duly commissioned, qualified and acting, within and for the said county and state, appeared in person the within named THERESA NICK BRESKIN, to me personally well known, who stated that she is the Vice President of SBA Properties, Inc. a Florida corporation, and that she is duly authorized in her respective capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that she has so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 25 day of August, 2000.

Linda L Smith
Notary Public
Print Name: _____
My Commission Expires: _____

(NOTARY SEAL)



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SCHEDULE A

Description of Leasehold Interest

That certain lease agreement evidenced by the Memorandum of Land Lease, dated May 16, 2000, by and between American National Bank and Trust Company of Chicago, as Trustee u/t/a Dated 6/14/94 Known As Trust No. 30000905, as lessor, and SBA Towers, Inc., as lessee, and sent to Cook County, Illinois for recording.

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SCHEDULE B

Description of the Leased Land

REAL ESTATE DESCRIPTION

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION TEN, TOWNSHIP THIRTY-EIGHT NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY BOUNDARY LINE OF A 100.0 FT. WIDE STRIP OF RIGHT-OF-WAY DEEDED BY THE CHICAGO UNION TRANSFER COMPANY TO THE CHICAGO AND WESTERN INDIANA RAILROAD COMPANY BY WARRANTY DEED DATED SEPTEMBER 30, 1912 AND RECORDED OCTOBER 1, 1912 AS DOCUMENT NO. 5054474 WITH THE EAST LINE OF SOUTH KEELER AVENUE; THENCE NORTH 63°-09'-14" EAST, BEING AN ASSUMED BEARING ON THE SOUTHERLY BOUNDARY OF SAID RAILROAD RIGHT-OF-WAY, A DISTANCE OF 260.02 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 63°-09'-14" EAST, ON SAID SOUTHERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 88.32 FT.; THENCE SOUTH 44°-40'-22" EAST, A DISTANCE OF 17.03 FT. TO A LINE 10.0 FT. NORTHWESTERLY OF AND CONCENTRIC TO THE CENTER LINE OF A SPUR TRACK; THENCE SOUTHWESTERLY 49.36 FT. ON THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 303.0 FT. WITH A CHORD BEARING OF SOUTH 35°-55'-29" WEST AND A CHORD DISTANCE OF 49.31 FT.; THENCE SOUTH 89°-53'-22" WEST, A DISTANCE OF 61.65 FT. TO THE EAST FACE OF A ONE STORY BRICK COMMERCIAL BUILDING NO. 5215; THENCE NORTH 00°-52'-28" WEST, ALONG THE EAST FACE OF SAID BUILDING, A DISTANCE OF 12.28 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT FOR INGRESS AND EGRESS

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION TEN, TOWNSHIP THIRTY-EIGHT NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY BOUNDARY LINE OF A 100.0 FT. WIDE STRIP OF RIGHT-OF-WAY DEEDED BY THE CHICAGO UNION TRANSFER COMPANY TO THE CHICAGO AND WESTERN INDIANA RAILROAD COMPANY BY WARRANTY DEED DATED SEPTEMBER 30, 1912 AND RECORDED OCTOBER 1, 1912 AS DOCUMENT NO. 5054474 WITH THE EAST LINE OF SOUTH KEELER AVENUE; THENCE SOUTH 00°-15'-34" EAST, BEING AN ASSUMED BEARING ON THE EAST LINE OF SAID KEELER AVENUE, A DISTANCE OF 59.20 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°-15'-34" EAST ON THE EAST LINE OF SAID KEELER AVENUE, A DISTANCE OF 15.0 FT.; THENCE NORTH 89°-44'-03" EAST, DISTANCE OF 138.04 FT.; THENCE SOUTH 77°-56'-50" EAST, A DISTANCE OF 44.53 FT.; THENCE NORTH 89°-44'-03" EAST, A DISTANCE OF 55.60 FT.; THENCE NORTH 59°-35'-14" EAST, A DISTANCE OF 33.23 FT. TO THE INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 457.38 FT.; THENCE NORTHEASTERLY 184.37 FT. ON THE ARC OF THE LAST DESCRIBED CURVE, HAVING A CHORD BEARING OF NORTH 16°-02'-01" EAST AND A CHORD DISTANCE OF 183.12 FT.; THENCE NORTH 55°-31'-00" WEST, A DISTANCE OF 16.60 FT. TO A CURVED LINE 10.0 FT. NORTHWESTERLY OF AND CONCENTRIC TO THE CENTER LINE OF A SPUR TRACK; THENCE SOUTHWESTERLY 17.06 FT. ON THE ARC OF SAID 10.0 FT. NORTHWESTERLY AND CONCENTRIC CURVED LINE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 303.0 FT. WITH A CHORD BEARING SOUTH 32°-52'-13" WEST AND A CHORD DISTANCE OF 17.06 FT.; THENCE SOUTH 62°-23'-10" EAST, A DISTANCE OF 3.29 FT. TO THE INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 472.38 FT.; THENCE SOUTHWESTERLY 107.54 FT. ON THE ARC OF THE LAST DESCRIBED CURVE, HAVING A CHORD BEARING OF SOUTH 15°-36'-08" WEST AND A CHORD DISTANCE OF 166.67 FT.; THENCE SOUTH 59°-38'-14" WEST, A DISTANCE OF 21.44 FT.; THENCE SOUTH 89°-44'-03" WEST, A DISTANCE OF 50.0 FT.; THENCE NORTH 78°-21'-44" WEST, A DISTANCE OF 46.06 FT.; THENCE SOUTH 89°-44'-03" WEST, A DISTANCE OF 138.04 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

UTILITY EASEMENT

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION TEN, TOWNSHIP THIRTY-EIGHT NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY BOUNDARY LINE OF A 100.0 FT. WIDE STRIP OF RIGHT-OF-WAY DEEDED BY THE CHICAGO UNION TRANSFER COMPANY TO THE CHICAGO AND WESTERN INDIANA RAILROAD COMPANY BY WARRANTY DEED DATED SEPTEMBER 30, 1912 AND RECORDED OCTOBER 1, 1912 AS DOCUMENT NO. 5054474 WITH THE EAST LINE OF SOUTH KEELER AVENUE; THENCE NORTH 63°-09'-14" EAST, BEING AN ASSUMED BEARING ON THE SOUTHERLY BOUNDARY OF SAID RAILROAD RIGHT-OF-WAY, A DISTANCE OF 260.02 FT. TO THE POINT OF BEGINNING; THENCE SOUTH 57°-46'-10" WEST, A DISTANCE OF 82.64 FT.; THENCE SOUTH 64°-56'-13" WEST, A DISTANCE OF 111.89 FT.; THENCE SOUTH 25°-03'-47" EAST, A DISTANCE OF 10.0 FT.; THENCE NORTH 64°-56'-13" EAST, A DISTANCE OF 112.51 FT.; THENCE NORTH 58°-07'-44" EAST, A DISTANCE OF 76.88 FT. TO THE EAST FACE OF A ONE STORY BRICK COMMERCIAL BUILDING NO. 5215; THENCE NORTH 00°-52'-28" WEST, ALONG THE EAST FACE OF SAID BUILDING, A DISTANCE OF 12.28 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.