

Prepared by:  
Global Signal Acquisitions IV LLC  
Attn: Legal Dept.  
301 N. Cattlemen Road #300  
Sarasota FL 34232



Doc#: 0702302241 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/23/2007 02:37 PM Pg: 1 of 6

Site# 3026841 1823 N. Monitor (Cook County, Illinois)

Pin # 13-32-400-029

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AGREEMENT (this "Assignment") is made this 10th day of August, 2006, by and between **Michael P. Noonan** joined by his wife **Ruth Noonan** ("Assignor") whose address is 245 Lawndale, Aurora, IL 60506 and **Global Signal Acquisitions IV LLC**, a Delaware limited liability company ("Assignee") whose address is 301 N. Cattlemen Road, Suite 300, Sarasota, FL 34232.

WHEREAS, Assignor is the current lessor under that certain lease dated May 12, 1998 originally by and between American National Bank & Trust Company of Chicago, as trustee, U/T/A dated 11/15/88, Trust # 106940-08 and SprintCom, Inc., a Kansas corporation, as more fully described in Exhibit "A" attached hereto and incorporated by reference herein (hereafter the "Ground Lease"); and

WHEREAS, Assignor has agreed to convey, transfer and assign to Assignee all of its right, title and interest in and to that certain Ground Lease (the "Assigned Lease") and Assignee has agreed to accept an assignment thereof; and

WHEREAS, the Assigned Lease pertains to certain real property more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Subject Property"); and

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the sum of \$10.00, the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Background Recitals hereinabove are true and correct and are incorporated herein by this reference.
2. The Assignor hereby assigns to Assignee all of its right, title and interest in and to the Assigned Lease, together with any amendments to the Assigned Lease, and Assignee hereby assumes and agrees to perform all of the Assignor's obligations under the Assigned Lease upon the terms and conditions set forth in the Assigned Leases.
3. Except as expressly set forth herein, the terms of the Assigned Lease shall remain in full force and effect, unaltered by this Assignment.

10825638

Handwritten signature/initials

# UNOFFICIAL COPY

4. Assignor hereby covenants and agrees that the Assigned Lease is in full force and effect, has not otherwise been modified or extended, and that as of the date hereof, Assignor is not aware of any defaults under the Assigned Lease. Assignor further covenants that it has full right and authority to execute and deliver this instrument. Assignor covenants that it is the lawful owner of the landlord's interest in the Assigned Lease and that no other party has any interest in or claim against the Landlord's interest in the Assigned Lease, that Assignor has full right and authority to execute and deliver this instrument, and to assign the Assigned Lease to Assignee.

5. Assignee hereby agrees to completely indemnify and hold harmless Assignor from and against any and all liability, claims, demands, breaches, suits or any other cause of action (collectively, the "Claims") relating to, arising out of, or otherwise in connection with the Assigned Lease, which Claims relate to the occurrence or non-occurrence of any event which post date the date of this Assignment.

6. Assignor hereby covenants, agrees and represents that all consents, approvals and authorizations necessary to consummate the transaction contemplated hereby have been procured.

7. Assignor hereby covenants and agrees that any and all rent, fees or other payments under the Assigned Lease is now fully paid and current.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

*[Remainder of page intentionally left blank. Signatures and acknowledgments to follow.]*

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Witnesses:

*Juanita T. Fisher*  
Print Name: Juanita T. Fisher

*Mary Anne T. Tatela*  
Print Name: Mary Anne T. Tatela

ASSIGNOR:

Michael P. Noonan joined by his wife

*Michael P. Noonan*  
Michael P. Noonan

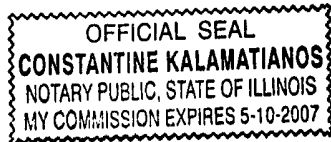
*Ruth Noonan*  
Ruth Noonan

STATE OF ~~MISSISSIPPI~~ Illinois  
COUNTY OF Cook

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of August, 2006, within in my jurisdiction, the within named Michael P. Noonan joined by his wife Ruth Noonan who acknowledged that they executed the above and foregoing instrument. They are personally known to me or have produced Driver license (type of identification) as identification.

NOTARIAL SEAL

*Constantine Kalamatianos*  
Name: Constantine Kalamatianos  
Notary - State of Illinois  
My Commission Expires: 5-10-2007



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Witnesses:

*[Signature]*  
Print Name: Yvette Cooley

*[Signature]*  
Print Name: Nikita Limberopoulos

ASSIGNEE:

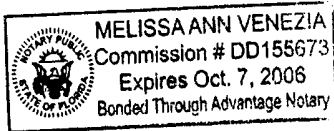
**Global Signal Acquisitions IV LLC,**  
a Delaware limited liability company

By: *[Signature]*  
Name: Yakin Madhoo  
As its: Assistant Treasurer

STATE OF FLORIDA  
COUNTY OF SARASOTA

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 2nd day of August, 2006, within my jurisdiction, the within named Yakin Madhoo, who acknowledged that he is Assistant Treasurer of Global Signal Acquisitions IV LLC, a Delaware limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

NOTARIAL SEAL



*[Signature]*  
Name: Melissa Ann Venezia  
Notary - State of Florida  
My Commission Expires: 10-07-06

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## EXHIBIT "A"

### Lease Description

That certain lease dated May 12, 1998 originally by and between American National Bank & Trust Company of Chicago, as trustee, U/T/A dated 11/15/88, Trust # 106940-08 and SprintCom, Inc., a Kansas corporation, as evidenced by the Memorandum of PCS Site Agreement dated May 12, 1998 and recorded in Instrument No. 98567275 of the Official Records of Cook County, Illinois, as affected by the Agreement Regarding Ground Lease, now held by Assignor by Trustee's Deed from LaSalle Bank National Association, a national banking association to Michael P. Noonan dated June 5, 2003 and recorded July 17, 2003 in Instrument No. 0319832634 of the Official Records of Cook County, Illinois and Global Signal Acquisitions II LLC, by Master Lease and Sublease dated May 26, 2005 between STC Two LLC, SprintCom, Inc., Global Signal Acquisitions II LLC, and Global Signal Inc., and as affected by Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and recorded in Instrument No. 0516516169 of the Official Records of Cook County, Illinois.

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## EXHIBIT "B"

### Subject Property

#### Lease Area

THAT PART OF PARCEL B, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF PARCEL B; THENCE SOUTH 89°30'08" EAST ALONG THE NORTH LINE OF SAID PARCEL B, 138.91 FEET; THENCE SOUTH 62°29'33" EAST, 29.85 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 59°02'27" EAST, 30 FEET; THENCE SOUTH 30°57'33" WEST, 20 FEET; THENCE NORTH 59°02'27" WEST, 30 FEET; THENCE NORTH 30°57'33" EAST, 20 FEET TO SAID POINT OF BEGINNING.

#### together with:

#### Access Easement

A 25 FOOT STRIP OF LAND RUNNING ALONG THE EASTERLY BOUNDARY LINES OF PARCELS A AND B, BEING WHOLELY CONTAINED WITHIN THE PLATTED RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY.

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