

# UNOFFICIAL COPY

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



Site# 273549 1823 N. Monitor (OPT) (Cook County, Illinois)

*Pink*  
13-32-400-029

Doc#: 0702302239 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 01/23/2007 02:35 PM Pg: 1 of 6

## 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 January 31, 1996 originally by and between Michael P. Noonan and US Cellular successor to PCS Primeco L.P., a Delaware limited partnership, as more fully described in Exhibit "A" attached hereto and incorporated by reference herein (hereafter the "US Cellular Ground Lease"); and

WHEREAS, Assignor is the current lessor under that certain lease dated February 15, 2000 originally by and between Mike Noonan and T-Mobile successor to Cook Inlet/VoiceStream PCS, LLC, as more fully described in Exhibit "A" attached hereto and incorporated by reference herein (hereafter the "T-Mobile Ground Lease"); The US Cellular Ground Lease and the T-Mobile Ground Lease shall collectively be referred to as the "Ground Leases" unless referred to individually; and

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

WHEREAS, the Assigned Leases pertain 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~~ <sup>7023-0094</sup> 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.

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2. The Assignor hereby assigns to Assignee all of its right, title and interest in and to the Assigned Leases, together with any amendments to the Assigned Leases, and Assignee hereby assumes and agrees to perform all of the Assignor's obligations under the Assigned Leases upon the terms and conditions set forth in the Assigned Leases.

3. Except as expressly set forth herein, the terms of the Assigned Leases shall remain in full force and effect, unaltered by this Assignment.

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

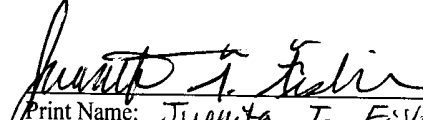
*[Remainder of page intentionally left blank. Signatures and acknowledgments to follow.]*

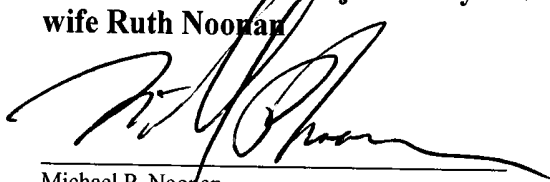
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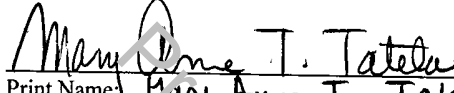
Witnesses:

**ASSIGNOR:**

**Michael P. Noonan joined by his wife Ruth Noonan**

  
Print Name: Juanita T. Fisher

  
Michael P. Noonan


  
Print Name: Mary Anne T. Tatela

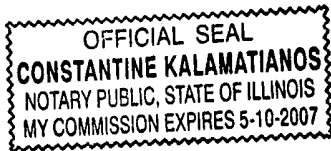
  
Ruth Noonan

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 drivers license (type of identification) as identification.

NOTARIAL SEAL

  
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:**

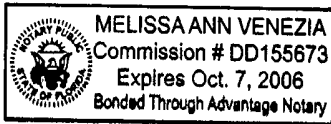
**Global Signal Acquisitions IV LLC,**  
a Delaware limited liability company

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 was produced \_\_\_\_\_ (type of identification) as identification.

NOTARIAL SEAL



*[Signature]*  
Name: Melissa Ann Venezia  
Notary - State of Florida  
My Commission Expires: 007-06

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## EXHIBIT "A"

### Lease Description

That certain PCS Site Agreement dated January 31, 1996 originally by and between Michael P. Noonan and US Cellular successor to PCS Primeco L.P., a Delaware limited partnership, as evidenced by the Memorandum of PCS Site Agreement dated January 31, 1996, as amended by the Amendment Number 1 to PCS Site Agreement dated January 31, 1996 dated April 25, 2006.

That certain Site Lease with Option dated February 15, 2000 originally by and between Mike Noonan and T-Mobile successor to Cook Inlet/VoiceStream PCS, LLC.

Property of Cook County Clerk's Office

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## EXHIBIT "B"

### Subject Property

#### Lease Area

THAT PART OF PARCELS A, B AND THE PLATTED RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF PARCEL A; THENCE SOUTH 89°30'08" EAST ALONG THE NORTH LINE OF SAID PARCEL A, 358.03 FEET TO THE POINT OF BEGINNING; THENCE NORTH 61°46'29" EAST, 16.37 FEET; THENCE SOUTH 28°13'31" EAST, 60 FEET; THENCE SOUTH 61°46'29" WEST, 20 FEET; THENCE NORTH 28°13'31" WEST, 60 FEET; THENCE NORTH 61°44'29" EAST, 3.73 FEET TO SAID POINT OF BEGINNING.

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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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