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Doc#: 0833819046 Fee: \$90.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/03/2008 11:06 AM Pg: 1 of 10

Prepared By:
TowerCo Acquisition LLC
5000 Vallestone Drive
Cary, NC 27519

Return to:

LandAmerica
Attn: Lisa Robertson
5600 Cox Rd
Glen Allen VA 23060

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made, entered into and effective as of this 23 day of September, 2008 ("Transfer Date"), by Nextel West Corp., a Delaware corporation, having an address at 6391 Sprint Parkway, Mailstop KSOPHT0101-z2650, Overland Park, Kansas 66251-2650 ("Assignor"), to TowerCo Assets LLC, a Delaware limited liability company, having an address at 6391 Sprint Parkway, Mailstop KSOPHT0101-z2650, Overland Park, Kansas 66251-2650 ("Assignee"). **The notice address for the Assignee shall be: TowerCo Assets LLC c/o TowerCo Acquisition LLC, 5000 Vallestone Drive, Cary, North Carolina 27519.**

Preliminary Statement:

Pursuant to that certain Purchase and Sale Agreement dated as of July 23, 2008 (as amended, modified and supplemented from time to time, the "Purchase Agreement"), by and between TowerCo Acquisition LLC, the parties identified as sellers therein (including Assignor), Sprint Spectrum L.P., as agent for such sellers and the "Tower Entities" (including Assignee) that become parties thereto, Assignor has, among other things, agreed to assign all its right, title and interest in and to the Ground Lease (as defined on Exhibit "A") to Assignee and to assign, transfer and convey to Assignee its right, title and interest in all Towers and Tower Related Buildings and Equipment located on the land demised under the Ground Lease (as such land is further described in Exhibit B (as so described, the "Real Property")). All capitalized terms not otherwise defined in this Assignment shall have the meanings ascribed thereto in the Purchase Agreement.

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 for good and valuable consideration as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, does hereby convey, assign, contribute and transfer all of its right, title, and interest in, to and under the Ground Lease, and the leasehold, license or other interest created thereunder, to Assignee and its successors and assigns.
2. ACCEPTANCE OF ASSIGNMENT. Assignee as of the Transfer Date, hereby accepts the foregoing assignment of the Ground Lease and assumes all of the Assumed Liabilities arising under or pursuant to the Ground Lease.

IL2040/IL3240
Berkeley

11379849

S-100
P-10
M-100
M-P
P10

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3. APPURTENANT PROPERTY, EASEMENTS, AND IMPROVEMENTS.

Assignor hereby grants, bargains, conveys, contributes and transfers to Assignee, its successors and assigns forever, all of Assignor's right, title and interest (subject to Permitted Liens) in and to (i) all appurtenant property and rights relating to the Real Property, (ii) all easements and rights of way benefiting the Real Property, (iii) all Towers located on the Real Property and (iv) all Tower Related Buildings and Equipment located on the Real Property and all other Tower Related Assets located on or relating to the Real Property; excluding, in the case of clauses (i) through (iv), any and all Excluded Assets.

4. 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.

5. GOVERNING LAW. This Assignment and its validity, construction and performance will be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to principles of conflicts of laws, except to the extent mandatorily governed by the laws of the state in which the Real Property is located.

6. 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.

7. PURCHASE AGREEMENT. This Assignment is intended to implement the provisions of the Purchase Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Assignor or Assignee (it being understood that Assignee will not be deemed to be assuming any Excluded Liabilities). No provision of this Assignment shall in any way modify the express provisions (including without limitation the warranties, representations, covenants, agreements, conditions or any of the obligations and indemnifications of the parties hereto with respect to the subject matter of the Purchase Agreement) set forth in the Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

8. AMENDMENT. This Assignment may not be amended, waived or otherwise modified except by a written instrument signed by the parties hereto.

THIS ASSIGNMENT has been executed by Assignor and Assignee effective as of the Transfer Date.

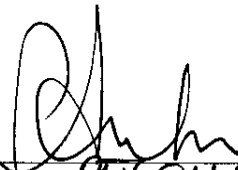
[Signatures on following pages]

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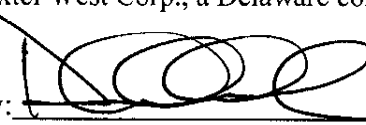
Witnesses:


ASSIGNOR:

Nextel West Corp., a Delaware corporation



 Print Name: PECOSY ABRAHAM

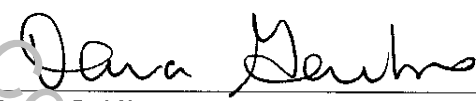

 By: _____
 Print Name: David Abele
 Title: Assistant Secretary



 Print Name: TERRY GASPACE

State of New York
County of New York

The foregoing instrument was acknowledged before me this 18 day of September, 2008, by David Abele an Assistant Secretary of Nextel West Corp., a Delaware corporation, on behalf of the company. The above-named individual is personally known to me or has produced a drivers license or passport as identification.




 Notary Public
 Print Name: _____
 My Commission Expires: _____


DANA E. GAMBRO
 Notary Public, State of New York
 No. 0136A6179758
 Qualified in New York County
 Commission Expires December 24, 2011

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ASSIGNEE:

TowerCo Assets LLC, a Delaware limited liability company

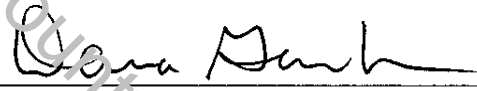

Print Name: PERCY A. AYAN

By: 
Name: David Abele
Title: Assistant Secretary


Print Name: DAVID ABELE

State of New York
County of New York

The foregoing instrument was acknowledged before me this 18 day of September, 2008, by David Abele an Assistant Secretary of TowerCo Assets LLC, a Delaware limited liability company, on behalf of the company. The above-named individual is personally known to me or has produced a drivers license or passport as identification.


Notary Public
Print Name: _____
My Commission Expires: _____

DANA E. GAMBRO
Notary Public, State of New York
No. 01GA6179758
Qualified in New York County
Commission Expires December 21, 2011

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EXHIBIT "A"

The Ground Lease

That certain lease agreement (the "Ground Lease") dated June 26, 2000 by and between Village Of Berkeley, as lessor, and Assignor, as lessee, with respect to that certain parcel of real property ("Real Property") located in the County of Cook, State of IL, which Real Property is more particularly described on Exhibit "B" attached hereto. The Memorandum of the Ground Lease is recorded in Book _____, Page _____ or as Official Document/Instrument Number 747627, in the Register's office of Cook County, State of IL.

Exhibit B
Real Property

UNOFFICIAL COPY 00747627

03/07/2008 15:00 Page 2 of 2
2008-09-26 13:41:18
Cook County Recorder 29.00



**COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS**

Prepared by, and
When Recorded, Please return to:
Ron Priore, Real Estate Manager
Nextel Communications
300 Park Boulevard, Suite 515
Itasca, IL 60143
(630) 875-6625

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 26 day of June, 2000, by and between Village of Berkeley, an Illinois municipal corporation, with an office at 5819 Electric Avenue, Berkley, Illinois 60163, (hereinafter referred to as "Lessor") and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications with an office at 300 Park Boulevard, 5th Floor, Itasca, IL 60143 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement (Ground) ("Agreement") on the 26 day of June, 2000, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing upon commencement of commercial operation or, July 1, 2001, whichever first occurs ("Commencement Date"), and terminating on the fifth (5th) anniversary of the Commencement Date, with three (3) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSOR:
Village of Berkley, an Illinois municipal corporation

LESSEE:
Nextel West Corp., a Delaware corporation
d/b/a Nextel Communications

By: Michael A. Esposito

By: [Signature]

Name: Michael A. Esposito

Name: Timothy A. Thompson
~~Mark B. Nelson~~

Title: Mavor

Title: Vice President Engineering

Date: 6/20/00

Date: 6/26/00

Exhibit B
Real Property

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BD747627

STATE OF Illinois

COUNTY OF Cook

On June 22, 2000, before me, Ashley E. Prueter, Notary Public, personally appeared Michael A. Esposito, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person 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 person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Ashley E. Prueter
Notary Public

(SEAL)



My commission expires: 2/23/03

STATE OF Illinois

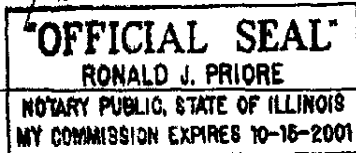
COUNTY OF DuPage

On June 26, 2000, before me, Ronald J. Priore, Notary Public, personally appeared Timothy A. Thompson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person 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 person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Ronald J. Priore
Notary Public

(SEAL)



My commission expires: _____

Exhibit B
Real Property

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EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated 26 day of June, 2000 between Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, ("Lessee"), and Village of Berkeley, an Illinois municipal corporation, (hereinafter referred to as "Lessor").

The Land is described and/or depicted as follows:

That part of the South West fractional 1/4 of Section 7, Township 39 North, Range 12 East of the Third Principal Meridian, lying West of the West line of Taft Avenue and lying between lines parallel with and distance of 50 feet Northerly and 50 feet Southerly (measured at right angles from the center line of the main track of the Minnesota and Northwestern Railroad Company (later the Chicago Great Western Railroad Company and now the Chicago and Northwestern Railroad Company) as said main track center line was originally located and established across said Section 7) all in Cook County, Illinois.

and otherwise known as 5819 Electric Avenue, Berkeley, Illinois 60163
Tax Key:15-07-318-001

IL 3240-A Berkeley

IL2040 Berkeley

Exhibit B
Real Property

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EXHIBIT B

DESCRIPTION OF PREMISES

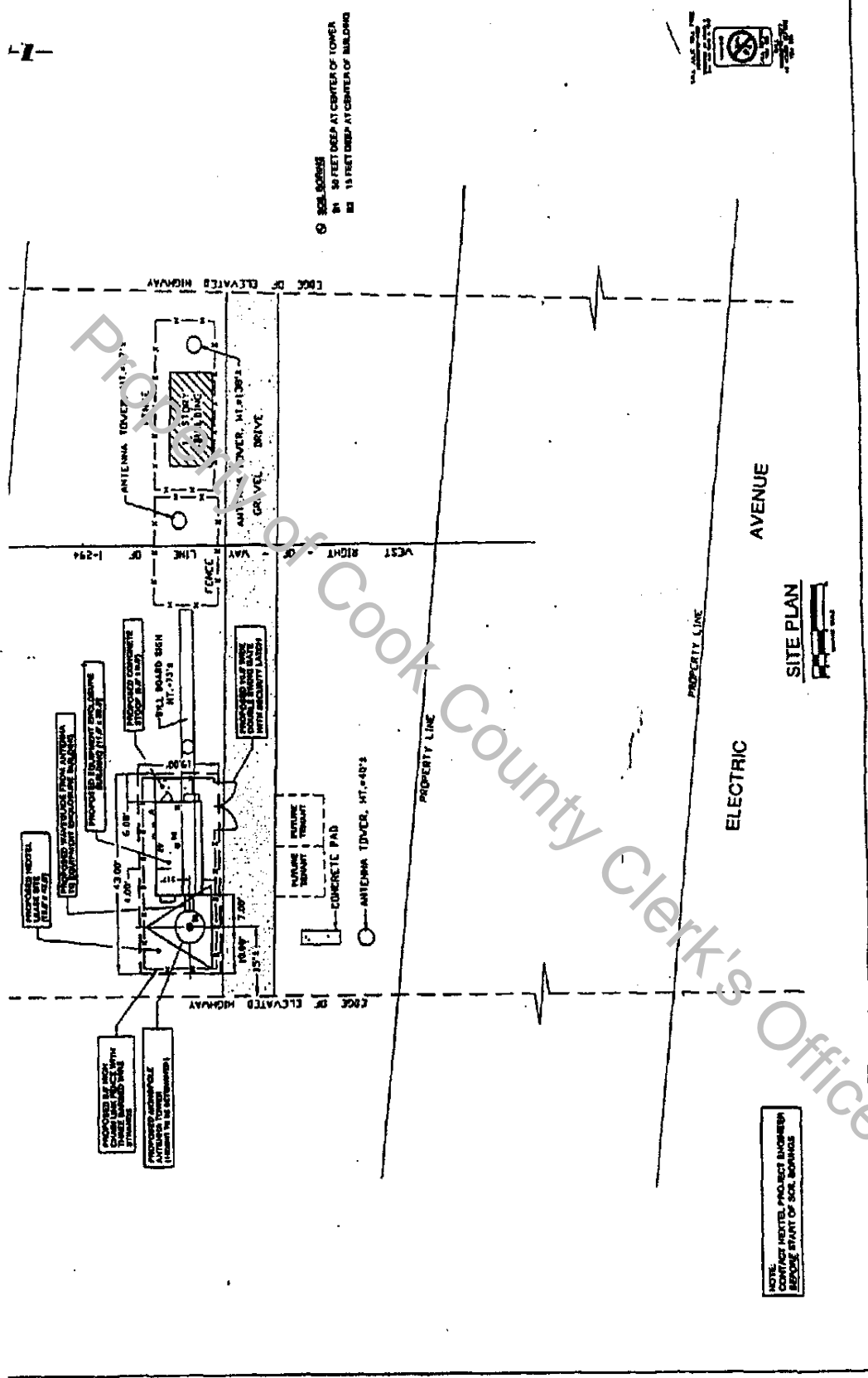
to the Agreement dated 26 day June, 2000, between Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, ("Lessee"), and Village of Berkeley, an Illinois municipal corporation, (hereinafter referred to as "Lessor").

The Premises benefited by the Easement within the Property is described and/or depicted as follows:

Please See Attached:

Property of Cook County Clerk's Office

Exhibit B		UNOFFICIAL COPY		SITES	
DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION
11/21/08	ISSUED FOR PERMIT	11/21/08	ISSUED FOR PERMIT	11/21/08	ISSUED FOR PERMIT



PROPOSED PROJECT FOR COOK COUNTY CLERK'S OFFICE