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Doc#: 1003234059 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/01/2010 01:10 PM Pg: 1 of 7

Well

878 93 43

Well/D1

SPACE ABOVE RESERVED FOR RECORDER

Prepared by and return to:

Matthew Massarelli, Esq. @ TowerCo
5000 Valleystone Dr, Cary, NC 27519
(919) 469-5559

TowerCo Site ID:
IL2072

Tax Parcel ID:
18-36-319-021

Instrument:

Assignment and Assumption of Ground Lease --- [As to Lessor's Interest] *d 11/25/09*

Assignor:

Roberts Park Fire Protection District, an Illinois Municipal Corporation, with an address of 8611 S. Roberts Rd., Justice, IL 60458

Assignee:

TCO Assets Land LLC, a DE limited liability company, with an address of 5000 Valleystone Dr, Attn: Legal Dept, Cary, NC 27519

This instrument ("Assignment") is made and entered into as of the latter of the signature dates below ("Transfer Date") by Assignor to Assignee.

Preliminary Statement:

- A. Assignor owns the real property described on Exhibit A hereto (the "Premises").
- B. Pursuant to that certain Purchase Agreement dated as of September 18, 2009 by and between Assignor and Assignee ("Purchase Agreement"), Assignor is granting to Assignee (i) a perpetual, exclusive easement in and to a portion of the Premises more particularly described in the Purchase Agreement and (ii) a perpetual, non-exclusive easement in and to portions of the Premises more particularly described in the Purchase Agreement (collectively, the "Easements").
- C. In connection with the Purchase Agreement, Assignor is assigning to Assignee all of Assignor's right, title, claim and interest in, to and under the Ground Lease more particularly described on Exhibit B attached hereto (the "Ground Lease") with respect to the Premises.

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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1. ASSIGNMENT.

Assignor hereby assigns, sells, transfers, conveys, grants and delivers to Assignee and Assignee's successors and assigns, all of Assignor's right, title, claim and interest in, to and under: (a) the Ground Lease; (b) any and all easements and appurtenant rights with respect to the property encumbered by the Ground Lease; and (c) any and all security deposits retained by the landlord under the Ground Lease, (collectively, the "Assigned Lease Interests"). Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors, officers and the Assigned Lease Interests from and against any and all claims, damages, losses, liabilities, obligations, demands, defenses, judgments, suits, proceedings, disbursements and expenses, including reasonable attorneys' fees and costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), arising out of or in any way related to the Assigned Lease Interests prior to the Transfer Date or which arise out of or are in any way related to the Assigned Lease Interests on or after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

2. ACCEPTANCE OF ASSIGNMENT.

Assignee hereby accepts the foregoing assignment, sale, transfer, conveyance, grant and delivery of the Assigned Lease Interests and assumes all of Assignor's obligations under the Assigned Lease Interests which arise or relate to the period on or after the Transfer Date. Assignee will indemnify, defend and hold harmless Assignor, 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 Assigned Lease Interests on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Assigned Lease Interests on or after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

3. BINDING EFFECT.

This Assignment will be binding upon, and will inure to the benefit of, Assignor, Assignee and their respective successors and assigns.

4. GOVERNING LAW.

This Assignment will be governed by and construed and enforced in accordance with the internal laws of the State where the Premises are located.

5. COUNTERPARTS.

This Assignment may be executed by original signature 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.

6. PURCHASE AGREEMENT.

Nothing contained in this Assignment will be deemed or construed as relieving Assignor or Assignee of their respective duties and obligations under the Purchase Agreement.

7. NOTICES AND CONSENTS.

Each party shall sign and give such notices and consents as shall be necessary to confirm the provisions of this Assignment to any other persons having rights or obligations under the Ground Lease, as the other may request from time to time, and each party shall execute and deliver to the other such agreements as the other may reasonably require to make this Assignment effective.

8. RECORDING.

This Assignment may be filed and/or recorded in the appropriate public record.

9. Additional Provisions.

See annexed Addendum for additional provisions, if any.

THIS ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

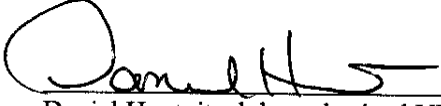
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ASSIGNEE (LLC) EXECUTION & ACKNOWLEDGMENT AS OF 11 / 19 /09:

In witness whereof:

The undersigned, pursuant to proper authority, has duly executed, sealed, acknowledged and delivered this instrument as of the day and year first above written.

TCO Assets Land LLC, a DE limited liability company

By: 
Daniel Hunt, its duly authorized VP/CFO

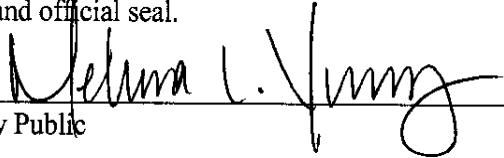
County of Wake, State of NC:

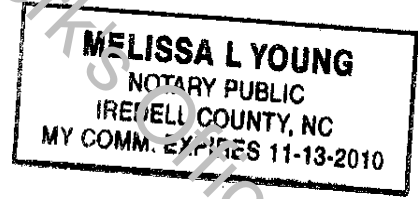
Multi-State LLC Acknowledgment:

On 11 / 19 /09, before me, the undersigned officer, personally appeared Daniel Hunt personally known and acknowledged himself / herself to me (or proved to me on the basis of satisfactory evidence) to be the VP/CFO of the foregoing executing entity (the "Entity"), and that as such officer, being duly sworn, and being authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the due execution of the foregoing instrument for the purposes therein contained, by signing the name of the Entity by himself / herself in his / her authorized capacity as such officer as his / her free and voluntary act and deed and the free and voluntary act and deed of said Entity. *** Witness my hand and official seal.

Uniform Acknowledgement which is supplemental to the foregoing acknowledgment:

On 11 / 19 /09, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel Hunt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their authorized capacity(ies), and that by his / her / their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. *** [If notarized in CA --- I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.] *** Witness my hand and official seal.


Notary Public



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ASSIGNOR (CORP) EXECUTION & ACKNOWLEDGMENT AS OF 11 / 25 /09:

In witness whereof:

The undersigned, pursuant to proper authority, has duly executed, acknowledged and delivered this instrument as of the day and year first above written.

Roberts Park Fire Protection District, an Illinois Municipal Corporation

By: Joseph Kelly
Joseph Kelly, its duly authorized President

County of Ande, State of IL:

Multi-State Corporate Acknowledgment:

On 11 / 25 /09, before me, the undersigned officer, personally appeared Joseph Kelly personally known and acknowledged himself / herself to me (or proved to me on the basis of satisfactory evidence) to be the President and [(Asst) Sec / (Asst) Treas] if applicable] of the foregoing executing entity (hereinafter, the "Entity") and that as such officer, being duly sworn, and being authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the due execution of the foregoing instrument for the purposes therein contained, by signing the name of the Entity by himself / herself in his / her authorized capacity as such officer as his / her free and voluntary act and deed and the free and voluntary act and deed of said Entity. *** Witness my hand and official seal.

Uniform Acknowledgement which is supplemental to the foregoing acknowledgment:

On 11 / 25 /09, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph Kelly, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their authorized capacity(ies), and that by his / her / their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. *** [If notarized in CA --- I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.] *** Witness my hand and official seal.

Kelly Kulzer
Notary Public



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Exhibit A
Premises

LOT 163 THROUGH 167 INCLUSIVE TOGETHER WITH LOTS 188 THROUGH 193 INCLUSIVE IN FRANK DE LUGACH'S ROSALIE HIGHLANDS, A SUBDIVISION OF THE SOUTH 38/80THS OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED AUGUST 24, 1937 AS DOCUMENT NO. 12045010, IN COOK COUNTY, ILLINOIS.

Property Tax No.s:

18-36-319-020-0000
18-36-319-021-0000
18-36-319-024-0000
18-36-319-041-0000
18-36-319-043-0000
18-36-319-044-0000

Property Address: 8612 S. 79th Justice, Illinois

Property of Cook County Clerk's Office

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Exhibit B
Ground Lease

That certain Communications Site Lease Agreement (Ground) ("Agreement") dated May 19, 2000 between Roberts Park Fire Protection Agreement (Ground) ("Landlord") and TowerCo Assets LLC, a Delaware limited liability company (in its own right or as successor in interest to Nextel West Corp., a DE corporation, d/b/a Nextel Communications) ("Tenant") and for the portion of property known as the "Premises" and further described in Exhibit A above.

Recording Information, if any, set forth below:

Memorandum of Agreement recorded 11/6/00 in Cook County, IL as Doc. No. 00870726

Property of Cook County Clerk's Office

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Recorded by:

Chicago Title-NJM (TCO)
711 Third Ave, NY, NY 10017
(800) 525-2511

Return to:

Chicago Title-NJM (TCO)
711 Third Ave, NY, NY 10017
(800) 525-2511

Property of Cook County Clerk's Office