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**THIS DOCUMENT PREPARED BY,
and
WHEN RECORDED RETURN TO:**

Doc#: 1030233025 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/29/2010 08:52 AM Pg: 1 of 5

Michael Fraunces, President
(858) 799-7850
Md7 Capital Three, LLC
3721 Valley Centre Drive
Suite 303
San Diego, CA 92130

Parcel #: 15-04-404-080-0000

SPACE ABOVE FOR RECORDER'S USE

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") is entered into as of July 27, 2010, by and between **T-Mobile Central LLC**, a Delaware limited liability company ("**Assignor**"), whose mailing address for notices is Attn: Lease Administrator and Legal Department, 2001 Butterfield Road, Suite 1900, Downers Grove, IL 60515; with a copy to Attn: Lease Administrator and Legal Department, T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, Washington 98006, and **Md7 Capital Three, LLC**, a Delaware limited liability company ("**Assignee**"), whose mailing address for notices is 3721 Valley Centre Drive, Suite 303, San Diego, California 92130.

RECITALS

WHEREAS, effective as of May 15, 2006, Assignor and **Village of Melrose Park**, an Illinois municipal corporation ("**Landlord**"), entered into that certain Site Lease with Option, as amended (the "**Lease**"), whereby Landlord leased to Assignor, as tenant thereunder, certain premises described therein, together with all other space and access and utility easements utilized by Assignor pursuant to the terms of the Lease (collectively, the "**Premises**"), that are a portion of the property located at **1002 North 27th Avenue, Melrose Park, IL 60160**, previously referred to as 1002 North 27th Street, Melrose Park, Cook, IL 60160 (the "**Property**"), as more particularly described on **Exhibit A**, attached hereto and incorporated herein; and

WHEREAS, Assignor desires to assign all right, title and interest of Assignor in and to the Lease to Assignee, and Assignee desires to accept such assignment and assume all obligations of Assignor under the Lease effective as of October 10, 2010 ("**Assignment Date**"), on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein and of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby sells, conveys, grants, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Lease, together with Assignor's leasehold estate as set forth in the Lease and all easements, licenses and other rights or privileges accruing to Assignor under or in connection with the Lease. Notwithstanding the foregoing, however, Assignor retains, on a nonexclusive basis, the benefit and protection of any indemnity(ies) provided by Landlord under the Lease for the benefit of Assignor.

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2. **Assumption.** Assignee hereby accepts the foregoing assignment of all right, title and interest of Assignor in and to the Lease and assumes and agrees to perform and observe all of the agreements, covenants and conditions of the Lease on the part of Assignor to be performed and observed from and after the Assignment Date to the same extent as if Assignee had been named tenant under the Lease.

3. **No Defaults.** Assignor represents that, as of the Assignment Date, no default or any event which, with the giving of notice or the passage of time, would constitute a default, exists in the performance or observance of any agreement, covenant or condition of the Lease on the part of Assignor to be performed and observed prior to the Assignment Date.

4. **Indemnity.**

(a) Assignee agrees to protect, defend, indemnify and hold harmless Assignor and Assignor's officers, directors, managers, employees, agents, representatives, successors and assigns from and against all claims, causes of action, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and costs) (collectively, "Claims"), suffered or incurred by Assignor resulting from or related to any failure by Assignee to observe or perform any of its agreements or obligations under the Lease from and after the Assignment Date.

(b) Assignor agrees to protect, defend, indemnify and hold harmless Assignee and Assignee's officers, directors, managers, employees, agents, representatives, successors and assigns from and against all Claims suffered or incurred by Assignee resulting from or related to any failure by Assignor to observe or perform any of its agreements or obligations under the Lease prior to the Assignment Date.

(c) In the event any action, suit or other proceeding is brought against Assignor or Assignee by reason of any Claim covered by this Section 4, the indemnifying party shall, at its sole cost and expense, defend such action, suit or proceeding with counsel reasonably approved by the indemnified party.

5. **General Provisions.**

(a) Notwithstanding anything herein or in the Lease to the contrary, Assignor shall in all events retain its ownership interest in all personal property, equipment, fixtures and other materials related to Assignor's communications facility located on the Premises, and Assignee shall not acquire any ownership interest therein by virtue of this Assignment.

(b) This Assignment constitutes the final, complete and exclusive statement between the parties to this Assignment pertaining to the terms of Assignor's assignment of the Lease to Assignee, supersedes all prior and contemporaneous understandings or agreements of the parties with regard to the subject matter hereof, and is binding on and inures to the benefit of their respective heirs, representatives, successors and assigns. Any agreement made after the date of this Assignment is ineffective to modify, waive, or terminate this Assignment, in whole or in part, unless that agreement is in writing, is signed by all parties to this Assignment, and specifically states that the agreement modifies this Assignment.

(c) This Assignment will be governed by, and construed in accordance with the laws of the state where the Premises are located.

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(d) If any provision of this Assignment is, to any extent, held to be invalid or unenforceable, the remainder of this Assignment will not be affected, and each provision of this Assignment will be valid and be enforced to the fullest extent permitted by law.

(e) Any notice under this Assignment will be delivered personally, by certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed to the party to whom it is intended.

(f) Each party to this Assignment will, at its own cost and expense, execute and deliver such further documents and instruments and will take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Assignment.

(g) This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, Assignor and Assignee have entered into this Assignment as of the day and year first above written.

ASSIGNOR:

T-Mobile Central LLC,
a Delaware limited liability company

By: 

Print Name: Kim Curtis

Title: Director - Engineering Development

ASSIGNEE:


Md7 Capital Three, LLC,
a Delaware limited liability company

By: 

Print Name: Thomas E. Leddo

Title: Vice President

APPROVED as to form


Daniel W. Granquist

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ASSIGNOR ACKNOWLEDGEMENT

STATE OF ILLINOIS)

COUNTY OF DUPAGE)

I certify that I know or have satisfactory evidence that Kim Curtis is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as **Director - Engineering Development** of T-Mobile Central LLC as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 9/20/2010

Signature Marianne Grant

Title: Notary Public

My commission expires: 12/19/2010



ASSIGNEE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

) ss:

COUNTY OF SAN DIEGO)

On August 20, 20 10, before me, Holly Nigh,

a Notary Public, personally appeared Thomas E. Leddo, who 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.

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.

Signature: Holly Nigh



(Seal)

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EXHIBIT A

LEGAL DESCRIPTION

Street Address: 1002 North 27th Avenue, Melrose Park, IL 60160

Parcel #: 15-04-404-080-0000

Legal Description:

That certain communications facility site (and access and utility easements) on a portion of the real property described as follows:

PARCEL 1: Lot 2 in Baum's Resubdivision, being a resubdivision of a part of Richardson Industrial Park, a subdivision in the Southeast 1/4 of Section 4, Township 39 North Range 12 East of the Third Principal Meridian, in Cook County Illinois

PARCEL 2: A Non-exclusive, Perpetual Ingress, Egress, Dockage, Access and Use Easement as Created by Agreement recorded September 20, 1990, as Document 90458847, over that part of Lot 15 in Richardson Industrial Park, being a Subdivision as aforesaid, described as follows:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 15; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 37.20 FEET ALONG THE SOUTH LINE OF SAID LOT 15; THENCE NORTH 00 DEGREES 05 MINUTES 35 SECONDS EAST 264.73 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 23 SECONDS WEST 99.56 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 37 MINUTES 23 SECONDS WEST 7.85 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 19 SECONDS WEST 5.83 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 59 SECONDS WEST 101.62 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 01 SECOND WEST 20 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 50 SECONDS EAST 402.36 FEET TO THE SOUTH LINE OF THE NORTH 18.0 FEET OF LOT 15; THENCE NORTH 89 DEGREES 57 MINUTES 30 SECONDS EAST ALONG THE LAST DESCRIBED LINE 31.91; THENCE SOUTH 00 DEGREES 04 MINUTES 53 SECONDS EAST 391.60 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 07 SECONDS EAST 1.20 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 26 SECONDS WEST 190.40 FEET TO THE POINT OF BEGINNING.

AND BEING the same property conveyed to Village of Melrose Park, an Illinois municipal corporation, from 2755 West Thomas, LLC, an Illinois limited liability company, by Special Warranty Deed dated September 21, 2000 and recorded October 13, 2000 in Instrument No. 00802825.