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Doc#: 1210317021 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/12/2012 10:09 AM Pg: 1 of 7

**Prepared by:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/Kelley Langdon, Esq.  
ATC Site #/ Site Name: 50201 Mays Chemical IL  
Property Tax ID#: 25-23-102-006

**Return To:**

Old Republic Site Management Services  
17330 Preston Road, Suite 150A  
Dallas, Texas 75252

121304-R

**ASSIGNMENT OF EASEMENT AND ASSIGNMENT  
AND ASSUMPTION OF LEASE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS.

This ASSIGNMENT OF EASEMENT AND ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT ("**Assignment**") is made and entered into to be effective as of the 16<sup>th</sup> day of March, 2012, by CELL TOWER LEASE ACQUISITION LLC, a Delaware limited liability company, whose address is 750 Park of Commerce Blvd., Suite 300, Boca Raton, FL 33487 ("**Assignor**"), to AMERICAN TOWERS LLC, a Delaware limited liability company, whose address is 116 Huntington Avenue, Boston, MA 02116 ("**Assignee**").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, being the current owner and holder of all of the grantee's interest under the Easement (as hereinafter defined), with full power and authority to execute and deliver this Assignment without joinder, further action or consent by any party, does by these presents hereby grant, bargain, convey, sell, assign, transfer, set over and deliver unto the said Assignee, its successors, transferees, and assigns forever, and Assignee does, by its acceptance hereof, assume and accept, with respect to all periods of time after the date hereof, all of the rights, title and interest of said Assignor under, in and to the easement agreement described on Exhibit A attached hereto and made a part hereof, together with any and all ingress/egress, utilities or other rights related thereto (collectively, the "**Easement**"), said Easement pertaining to the parcel of land described on said Exhibit A. This Assignment includes all of Assignor's right, title and interest under that certain lease agreement described on Exhibit B attached hereto ("**Assigned Lease**"), and Assignee, as of the date hereof, hereby assumes the right, title and interest of Assignor and as applicable landlord under the Assigned Lease, accruing on or after the date hereof.

To have and to hold the Easement and the Assigned Lease unto Assignee and its successors and assigns, Assignor hereby indemnifies and agrees to hold harmless Assignee from and against any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages and expenses of any nature

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whatsoever (including, without limiting the generality of the foregoing, reasonable attorneys' fees and court costs) which Assignee may incur, sustain, suffer or which may be asserted or assessed against Assignee on or after the date hereof, arising out of, pertaining to or in any way connected with the obligations, duties or liabilities under the Easement or the Assigned Lease, which arose on or before the date hereof.

Assignee hereby indemnifies and agrees to hold harmless Assignor from and against any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages and expense of any nature whatsoever (including, without limiting the generality of the foregoing, reasonable attorneys' fees and court costs) which Assignor may incur, sustain, suffer or which may be asserted or assessed against Assignor on or after the date hereof, arising out of, pertaining to or in any way connected with the obligations, duties or liabilities under the Easement or the Assigned Lease, arising from and after the date hereof.

The burden of the indemnities set forth above shall not be assigned. Except as aforesaid, this Assignment shall bind and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[SIGNATURE PAGES FOLLOW]

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**ASSIGNEE:**  
**AMERICAN TOWERS LLC,**  
a Delaware limited liability company

**WITNESSES:**

By: \_\_\_\_\_  
Print Name: RICHARD ROSS  
Title: Vice President, Contract Administration

\_\_\_\_\_  
Signature  
Print Name: Patrick Fitzpatrick  
\_\_\_\_\_  
Signature  
Print Name: Kelley E Langdon

## ACKNOWLEDGEMENT

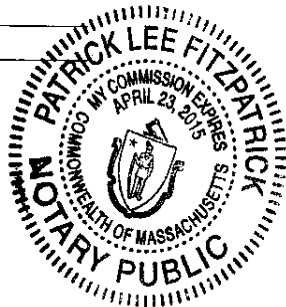
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On the 20 day of March, 2012, before me, the undersigned, a Notary Public, personally appeared Richard Ross as VP, of American Towers LLC, a Delaware Limited Liability Company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



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## EXHIBIT A

### DESCRIPTION OF EASEMENT

That certain Easement and Assignment dated as of March 11, 2005, by and between Mays Property Management Company LLP, as site owner, and Unison Site Management, LLC, as grantee, as evidenced by an Easement and Assignment Agreement recorded on March 24, 2005 as Document No. 0508312200 of the records of Cook County, State of Illinois, as assigned by UNISON SITE MANAGEMENT, LLC to CELL TOWER LEASE ACQUISITION LLC by ASSIGNMENT OF EASEMENT dated March 11, 2005, recorded on March 24, 2005 as Document No. 0508312201 of the records of Cook County, State of Illinois, encumbering all or part of the following described real property:

#### Legal Description of Parent Parcel

**Lot 21 (except the West 151.53 feet thereof) and all of Lot 22 in Pullman Industrial Park, being a Subdivision of part of the Northeast quarter of Section 22 and part of the Northwest fractional quarter of Section 23, North of the Indian Boundary Line in Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois**

APN: 25-23-102-006

#### Legal Description of Easement

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and the portion of the Property, and described as follows:

**A parcel of land situated on the Southerly side of 112<sup>th</sup> Street in the City of Chicago, County of Cook, and State of Illinois, bounded and described as follows:**

**Commencing on the Northeasternmost corner of Lot 21 of the Property described in Exhibit A attached hereto, thence continuing Southerly along the Easterly boundary line of the Property, a distance of Two Hundred and Ten feet (210') more or less, to the true point of beginning for the Communication Easement Area, thence turning on a course perpendicular to the last described course and continuing Westerly, a distance of Sixty Feet (60') more or less to a point, thence turning on a course perpendicular to the last described course and continuing Southerly, a distance of Sixty feet (60') more or less, to the Southerly boundary line of the Property, thence turning perpendicular to the last described course and continuing Easterly, a distance of Sixty feet (60') more or less, to a point, thence turning on a course perpendicular to the last described course and continuing Northerly, a distance of Sixty feet (60') more or less, to the true point or place of beginning for the Communication Easement Area, consisting of Three Thousand Six Hundred square feet (3600 s.f.)**

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## Legal Description of Access and Utilities Easement

That portion of the Property on which any Facilities exist on the date of this Agreement or provided by Site Owner under the Existing Agreements for access and utility providers, and the portion of the Property, including the following:

All rights of ingress and egress across the Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, including but not limited to E. 112<sup>th</sup> Street (hereinafter the "Access Easement"), along with the right to use said Access Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses.

All rights for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses in, along, under or over the Access Easement and the property substantially described in Exhibit B-1 ("Utility Easement").

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## EXHIBIT B

### Assigned Lease

1. That certain unrecorded Option and Lease Agreement by and between Mays Property Management Company, an Indiana General Partnership, as Landlord and AT&T Wireless PCS, LLC, a Delaware limited liability company ("AT&T") by and through its manager, AT&T Wireless Services, Inc., d/b/a AT&T Wireless Services, as Tenant, dated October 8, 1999, as evidenced by that certain unrecorded Memorandum of Lease executed on October 8, 1999 and October 25, 1999, which Lease was assigned by that certain Assignment and Assumption of Option and Lease Agreement by AT&T, as Assignor, and American Towers Inc., a Delaware Corporation, as Assignee, dated January 24, 2002 and recorded March 21, 2002 at Instrument No. 0020320199.

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