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Doc#: 1210710020 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/16/2012 11:55 AM Pg: 1 of 11

Prepared by:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Anthony Rosa, Esq.
ATC Site #/ Site Name: 303964 Lemont North IL and 304433 Lemont IL 2
Property Tax ID#: 22-14-400-037-0000
Reference Original Recorded Instrument # 0515117123
Property Address: 13075 Joliet Rd., Lemont, IL

Return To:

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

121331-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 26th 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 33487-3612 ("**Assignor**" or "CTLA"), to AMERICAN TOWERS LLC, a Delaware limited liability company, whose address is 116 Huntington Avenue, Boston, MA 02116 ("**Assignee**").

WITNESSETH

WHEREAS, Assignor acquired the grantee's interest in that certain Easement and Assignment Agreement described on **Exhibit A** (the "**Easement Agreement**"), encumbering the property described on **Exhibit A** (the "**Parent Parcel**") for the use of the property defined in the Easement Agreement as the Communication Easement (referred to herein as the "**Original Easement Area**") and the Access and Utility Easements also described in the Easement Agreement (referred to herein as the "**Access and Utility Easements**"); the Easement Agreement also assigned to Assignor, or its predecessor in interest, landlord's beneficial interest in any lease agreements affecting the Original Easement Area.

WHEREAS, for purposes only of describing the intent of the parties hereto and in no way limiting or modifying the grants and purposes set forth in the Easement Agreement, the Easement Agreement relates to the maintenance and operation of six (6) separate communication towers; it is the intent of this Assignment to provide notice of Assignor's assignment of all interests relating to one such tower while retaining Assignor's interests relating to the other tower.

S Y
P H
S N
M N
SCY
E Y
INT R

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WHEREAS, in furtherance thereof, this assignment shall ratify, confirm and provide notice in the public record of the assignment pursuant of the portion of the Easement related to and encumbered by that certain lease agreement described in Exhibit B (the "*ATC Lease*").

WHEREAS, that portion of the Original Easement Area related to and encumbered by the ATC Leases is referred to herein as the "*ATC Easement Area*" and is more specifically described by metes and bounds on Exhibit A. The Access and Utility Easement serving the ATC Easement Area (the "*Access and Utility Easement Area*") is more shown on attached Exhibit A. The portion of the Original Easement Area less and except the ATC Easement Area and the ATC Access and Utility Easements shall be referred to herein as the "*CTLA Easement Area*" and the lease agreement encumbering the CTLA Easement Area shall be referred to herein as the "*CTLA Lease*."

WHEREAS, the parties acknowledge and agree that a portion of the Access and Utility Easements may be currently shared by the parties and used by CTLA for purposes of servicing the CTLA Easement Area. Accordingly, ATC agrees that CTLA and its tenants, contractors, employees and invitees shall continue to utilize the Access and Utility Easement and said portion of the Access and Utility Easement will be continued to be shared between the parties ("Shared Easements").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Assignor, being the current owner and holder of all of the grantee's interest under the ATC Easement Area, 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 the Access and Utility Easement as described on said Exhibit A. Assignor expressly reserves all rights in and to any Shared Easements and to use the Access and Utility Easements as hereinafter described.

This Assignment includes all of Assignor's right, title and interest under the ATC Lease 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 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.

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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.

Assignee acknowledges and agrees that nothing herein shall act to convey (a) Assignor's exclusive easement over the CTLA Easement Area, (b) Assignor's right to continue to utilize jointly with Assignee, on a non-exclusive basis, the Access and Utility Easements or (c) Assignor's interest in the CTLA Lease.

Subject to and in accordance with the terms of the Easement, Assignor shall be solely responsible for any and all Taxes (as defined in the Easement Agreement) arising from or related to the CTLA Easement Area and associated equipment, and to take commercially reasonable steps, in coordination with Assignee, to enforce the obligations of the Site Owner (as defined in the Easement Agreement) in connection with its payment of Taxes owed against the Parent Parcel. Likewise, subject to and in accordance with the terms of the Easement Agreement, Assignee shall be solely responsible for any and all Taxes arising from or related to the ATC Easement Area and the portion of the ATC Access and Utility Easement Area save and except that portion of the Shared Easements, and to take commercially reasonable steps, in coordination with Assignor, to enforce the obligations of the Site Owner in connection with its payment of Taxes owed against the Parent Parcel.

Assignor and Assignee agree to use all commercially reasonable efforts to cooperate with each other and consent to commercially reasonable accommodations to each other in connection with access and the installation, repair, maintenance, replacement, upgrade or removal of utility wires, poles, cables, conduits and pipes, equipment, or any other Facilities (as defined in the Easement Agreement) related to each party's full use and enjoyment of its rights and benefits under the Easement. In furtherance thereof, in no event shall either party block or materially interfere with access or utilities to the other party's exclusive easement area, unless the party whose access or utilities are to be blocked or materially interfered with has first received no less than thirty (30) days prior written notice thereof (except in the case of an emergency [meaning there is a significant risk of imminent injury or material damage to persons or property], in which case, as much notice as possible under the circumstances, must be given), and all commercially reasonable efforts are made by the party blocking or interfering with such access and utilities to minimize such blockage or interference and to limit the duration thereof.

Maintenance of Shared Easements.

- A. Certain Costs Are Not Shared. Subject to and in accordance with the terms of the Easement Agreement, Assignor and Assignee agree to each be solely responsible for any roadway, drive or any utilities, or any portions thereof, serving solely the CTLA Easement Area or the ATC Easement Area, respectively. Similarly, Assignor and Assignee are each solely responsible for any damages to the Shared Easements caused solely by it or its agents, invitees, lessees, licensees, contractors or subcontractors.
- B. Shared Costs. Subject to and in accordance with the terms of the Easement and Section A. above, Assignor and Assignee agree to share pro-rata based upon the number of towers operating within the CTLA Easement Area and the ATC Easement Area ("**Pro Rata Calculation**") in the maintenance, repair, replacement and improvement costs arising in connection with the roadway or drive, or any shared utilities currently located within the Shared Easements. Neither Assignor nor Assignee may expend in excess of \$2,500 per occurrence, for any maintenance, repair, replacement or improvements to the Shared Easements, without first obtaining the other party's prior written consent to the work to be performed and the estimated costs to be expended. Neither party hereto shall unreasonably, condition, withhold or delay its consent to the other party's request for such consent.

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- C. Response or Reimbursement Required within 30 Days. Each party agrees to respond to any request for its consent by the other party to the performance of maintenance on or improvements to the Shared Easements within thirty (30) days of its receipt of written request therefor. Likewise, each party agrees to pay its pro rata share, based upon the Pro Rata Calculation, of any costs expended in connection with any maintenance, repair, replacement or improvement to the Shared Easements within thirty (30) days of receiving an invoice for such costs, which invoice must be accompanied by evidence of receipt of lien releases or lien waivers by any contractors, subcontractors or materialmen performing work on or providing materials for the Shared Easements, unless the parties have previously agreed in writing upon another method for paying such costs.
- D. Amounts Increased by the Consumer Price Index. All amounts set forth in this Section 6 shall be increased on the tenth (10) anniversary of the Transfer Date and every tenth anniversary thereafter commensurate with increases in the Consumer Price Index for the All Urban Consumers, US City Average, Base Year 1984 = 100 indicator.

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]

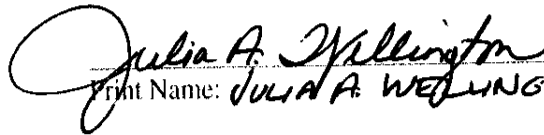
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IN WITNESS WHEREOF, Assignor has executed this Assignment to be effective as of the date first set forth above.

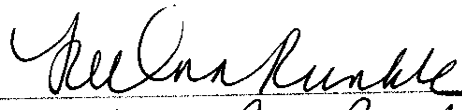
ASSIGNOR:

WITNESSES:

CELL TOWER LEASE ACQUISITION LLC,
a Delaware limited liability company


Print Name: JULIA A. WELLINGTON

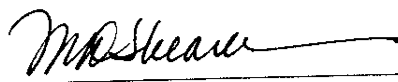
By: 
Name: Shawn Ruben
Title: Secretary

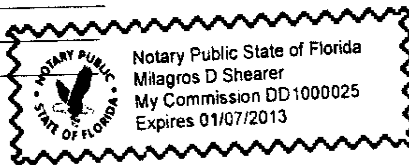

Print Name: Lee Ann Runkle

STATE OF FL)
COUNTY OF Palm Beach)ss.

On the 27 day of February, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared Shawn Ruben, as Secretary of **Cell Tower Lease Acquisition LLC**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual 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 individual or the entity on behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: 
Print Name: Milagros D. Shearer
My Commission Expires: _____



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ASSIGNEE:

WITNESSES:

AMERICAN TOWERS LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

Nicole C Montgomery
Signature
Print Name: Nicole C Montgomery
Renee Byrd
Signature
Print Name: Renee Byrd

Property of Cook County Clerk's Office

ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS

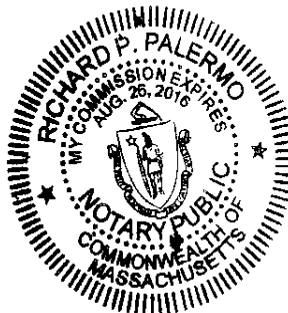
COUNTY OF MIDDLESEX

On the 26 day of March, 2012 before me, the undersigned, a Notary Public, personally appeared Richard Rossi, as Vice President, 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.

[Signature]

Notary Public
Print Name: _____
My commission expires: _____



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EXHIBIT A (1 of 4)

DESCRIPTION OF EASEMENT

That certain Easement and Assignment dated as of May 26, 2005, by and between Bencsik Family Limited Partnership, as site owner, and Unison Site Management, LLC, a Delaware limited liability company, as grantee, as evidenced by an Easement and Assignment Agreement recorded on May 31, 2005 at Instrument Number 0515117123 of the records of Cook County, State of Illinois, as assigned by UNISON SITE MANAGEMENT, LLC to CELL TOWER LEASE ACQUISITION LLC by that EASEMENT AND ASSIGNMENT AGREEMENT dated May 26, 2005, recorded on August 23, 2005 at Instrument Number 0523516154 of the records of Cook County, State of Illinois, encumbering all or part of the following described real property:

Legal Description of Parent Parcel

The West half of the East 1/4 of the North West 1/4 of the South East 1/4 of Section 14, Township 37 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois

Together with and subject to the access for ingress and egress, as conveyed in document dated May 11, 1978 and recorded October 2, 1978 as Document No. 24653752 in the property records of Cook County, Illinois.

Legal Description of Easement

ATC Easement Area #1 Site 303964 (SBC Site)

An easement area situated in the City of Lemont, County of Cook, State of Illinois, lying within the West half of the East 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 14, Township 37 North, Range 11 East of the Third Principal Meridian and known as being a 2,500 sq.ft. easement over and upon the lands described in deed to JJP Properties, LLC by Document No. 1035645049 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at the Northwest Corner of the West 1/2 of the East 1/4 of the Northwest 1/4 of the Southeast 1/4 of the aforesaid Section 14;
 Thence S 01°09'29" E a distance of 711.17 feet;
 Thence N 88°50'31" E a distance of 28.12 feet to the place of beginning.
 Thence N 01°09'29" W a distance of 50.00 feet;
 Thence N 88°50'31" E a distance of 50.00 feet;
 Thence S 01°09'29" E a distance of 50.00 feet;
 Thence S 88°50'31" W a distance of 50.00 feet to the place of beginning. Said easement encumbering 2,500 square feet (0.0574 acres), more or less.

UNOFFICIAL COPY**EXHIBIT A (Continued 2 of 4)****Legal Description of Access and Utilities Easement for ATC Easement Area #1 Site 303964 (SBC Site)**

A 20' access and utility easement situated in the City Lemont, County of Cook, State of Illinois, lying within the West half of the East 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 14, Township 37 North, Range 11 East of the Third Principal Meridian and known as being a 28,618 sq. ft. access & utility easement across, over and upon the lands described in deed to JJP Properties, LLC by Document No. 1035645049 of the aforesaid County Records of Deeds and being 10 feet left and right of the following described centerline:

Commencing at the Northwest Corner of the West 1/2 of the East 1/4 of the Northwest 1/4 of the Southeast 1/4 of the aforesaid Section 14;
 Thence S 01°09'29" E a distance of 711.17 feet;
 Thence N 88°50'31" E a distance of 38.40 feet to the place of beginning of an access and utility easement being 20' in width and lying 10' on each side of the following described centerline;
 Thence S 14°38'56" E a distance of 257.62 feet;
 Thence S 07°35'02" W a distance of 488.31 feet;
 Thence S 15°32'13" W a distance of 81.58 feet;
 Thence S 01°53'50" E a distance of 488.39 feet;
 Thence S 09°13'36" W a distance of 115.33 feet to the point of termination. Said easement area encumbering 28,618 square feet (0.6570 acres), more or less.

Legal Description of Dedicated Utility Easement Area #1 Site 303964 (SBC Site)**Utility Easement:**

That part of the Southeast Quarter of Section 14, Township 37 North, Range 11 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Northwest Corner of the East 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14, thence South 00°00'00" West along the West line of the East 1/4 of the Northwest 1/4 of the Southeast 1/4, 339.68 feet to the Point of Beginning; thence South 90°00'00" along a line perpendicular to the last described line, 36.56 feet; thence South 00°00'00" West, 8.00 feet; thence South 90°00'00" West, 28.56 feet; thence South 00°00'00" West, 71.34 feet; thence North 90°00'00" West, 8.00 feet; thence North 00°00'00" East 78.53 feet to the Point of Beginning

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EXHIBIT A (Continued 3 of 4)

ATC Easement Area # 2 –Site 304433 (ATC)

An easement area situated in the City of Lemont, County of Cook, State of Illinois, lying within the West half of the East 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 14, Township 37 North, Range 11 East of the Third Principal Meridian and known as being a 3,500 sq.ft. easement over and upon the lands described in deed to JJP Properties, LLC by Document No. 1035645049 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows:

Commencing at the Northwest Corner of the West 1/2 of the East 1/4 of the Northwest 1/4 of the Southeast 1/4 of the aforesaid Section 14, also being the Northwest corner of said JJP Properties, LLC tract;

Thence S 01°09'29" E a distance of 329.82 feet;

Thence N 90°00'00" E a distance of 33.05 feet to the place of beginning.

Thence N 90°00'00" E a distance of 40.00 feet;

Thence S 00°00'00" E a distance of 62.50 feet;

Thence S 90°00'00" W a distance of 40.00 feet;

Thence N 00°00'00" W a distance of 62.50 feet to the place of beginning. Said easement encumbering 2,500 square feet (0.0574 acres), more or less.

Legal Description of Access and Utilities Easement for ATC Easement Area #2 Site 304433 (ATC)

A 20' access and utility easement situated in the City Lemont, County of Cook, State of Illinois, lying within the West half of the East 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 14, Township 37 North, Range 11 East of the Third Principal Meridian and known as being a 35,546 sq.ft. access & utility easement across, over and upon the lands described in deed to JJP Properties, LLC by Document No. 1035645049 of the aforesaid County Records of Deeds and being 10 feet left and right of the following described centerline:

Commencing at the Northwest Corner of the West 1/2 of the East 1/4 of the Northwest 1/4 of the Southeast 1/4 of the aforesaid Section 14, also being the Northwest corner of said JJP Properties, LLC tract;

Thence S 01°09'29" E a distance of 329.82 feet;

Thence N 90°00'00" E a distance of 73.05 feet;

Thence S 00°00'00" E a distance of 52.50 feet to the place of beginning of an access and utility easement being 20' in width and lying 10' on each side of the following described centerline;

Thence N 90°00'00" E a distance of 23.13 feet;

Thence S 00°27'41" W a distance of 232.75 feet;

Thence S 11°10'50" E a distance of 81.63 feet;

Thence S 19°59'33" W a distance of 112.32 feet;

Thence S 14°38'56" E a distance of 163.90 feet;

Thence S 07°35'02" W a distance of 488.31 feet;

Thence S 15°32'13" W a distance of 81.58 feet;

Thence S 01°53'50" E a distance of 488.39 feet;

Thence S 09°13'36" W a distance of 115.33 feet to the point of termination. Said easement encumbering 35,707 square feet (0.8197 acres), more or less.

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EXHIBIT A (Continued 4 of 4)

Legal Description of Dedicated Utility Easement for ATC Easement Area #2 Site 304433 (ATC)

Utility Easement:

That part of the Southeast Quarter of Section 14, Township 37 North, Range 11 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Northwest Corner of the East ¼ of the Northwest ¼ of the Southeast ¼ of said Section 14, thence South 00°00'00" West along the West line of the East ¼ of the Northwest ¼ of Southeast ¼, 339.68 feet to the Point of Beginning; thence South 90°00'00" along a line perpendicular to the last described line, 36.56 feet; thence South 00°00'00" West, 8.00 feet; thence South 90°00'00" West, 28.56 feet; thence South 00°00'00" West, 71.34 feet; thence North 90°00'00" West, 8.00 feet; thence North 00°00'00" East 78.53 feet to the Point of Beginning

Office of Cook County Clerk's Office

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EXHIBIT B

Assigned Leases

ATC Site: 303964 Lemont North IL (SBC)

That certain Site Agreement by and between John Bencsik and Sandy Bencsik, his wife, as Lessor, and Cellular One®-Chicago, a division of Southwestern Bell Mobile Systems, Inc., a Delaware corporation and the Commonwealth of Virginia, as Lessee, dated as of November 1, 1991 and recorded February 3, 1992, Official Records of Cook County, Illinois, at Document No. 92069214.

ATC Site: 304433 Lemont IL 2 (ATC)

That certain Standard Lease Agreement by and between John Bencsik and Sandy Bencsik, husband and wife, as Lessor, and Smart SMR of Illinois, Inc., a Delaware corporation, d/b/a Nextel Communications, as Lessee, dated March 20, 1995

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