

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management

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**ASSIGNMENT AND ASSUMPTION OF LEASE OR OTHER AGREEMENT**

THIS Assignment and Assumption dated as of March 15, 2013 is from **American Tower Asset Sub II, LLC**, a Delaware limited liability company ("Assignor"), to **SpectraSite Communications, LLC**, a Delaware limited liability company ("Assignee"), whose mailing address is: 116 Huntington Avenue, Boston, MA 02116.

**Agreement:**

NOW, THEREFORE, in consideration of \$10.00 and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignor does hereby irrevocably transfer and assign to Assignee all of the right, title and interest of Assignor in, to and under the lease or other document described in Schedule A attached hereto together with any easements and other agreements, permits, rights and

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appurtenances pertaining thereto (in each case, to the extent assignable) (collectively, the “Land Lease”) and forming a part hereof together with any and all of Assignor’s right, title and interest in and to the buildings, towers and other improvements located at the real property described on Annex 1 hereto and leased pursuant to such Land Lease and all leases or subleases with respect thereto pursuant to which Assignor leases any part thereof to others (collectively the “Tower Leases”). Assignee hereby assumes and agrees to pay, perform and discharge when due all of the liabilities, obligations, and duties of Assignor under the Land Lease and the Tower Leases.

2. The parties hereto do hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further agreements and assurances as either of the parties hereto may reasonably require to consummate the transactions contemplated hereunder.

IN WITNESS WHEREOF, each party has caused this Assignment and Assumption to be duly executed and delivered in its name and on its behalf, as of the date first above written.

**American Tower Asset Sub II, LLC;**  
a Delaware limited liability company

\_\_\_\_\_  
Richard Rossi  
Vice President, Contract Management  
Date:

**SpectraSite Communications, LLC;**  
a Delaware limited liability company

\_\_\_\_\_  
Richard Rossi  
Vice President, Contract Management  
Date:

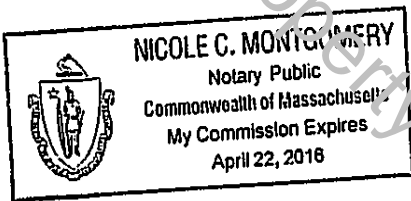
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COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

I, Nicole C. Montgomery, a Notary Public of Suffolk County, Massachusetts, certify that Richard Rossi personally came before me this day and acknowledged that he is the Vice President, Contract Management of **American Tower Asset Sub II, LLC**, a Delaware limited liability company, and that he as Vice President, Contract Management of said limited liability company, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal, this the 15<sup>th</sup> day of March, 2013.



Nicole C. Montgomery  
Notary Public  
Print Name: Nicole C. Montgomery

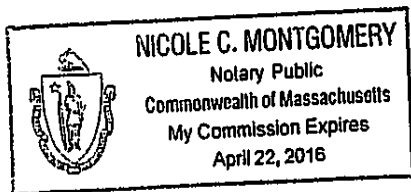
My Commission Expires:  
4/22/2016  
(NOTARIAL SEAL)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

I, Nicole C. Montgomery, a Notary Public of Suffolk County, Massachusetts, certify that Richard Rossi personally came before me this day and acknowledged that he is the Vice President, Contract Management of **SpectraSite Communications, LLC**, a Delaware limited liability company, and that he as Vice President, Contract Management of said limited liability company, being authorized to do so, executed the foregoing on behalf of the limited liability company.

WITNESS my hand and official seal, this the 15<sup>th</sup> day of March, 2013.



Nicole C. Montgomery  
Notary Public  
Print Name: Nicole C. Montgomery

My Commission Expires:  
4/22/2016  
(NOTARIAL SEAL)

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**Schedule A**  
**to Assignment and Assumption**

1. Site Designation Supplement dated as of June 30, 2001, between SBC Tower Holdings LLC and Southern Towers, Inc., in connection with which a Memorandum of Sublease with Purchase Option is recorded in Instrument Number 318118007, which Site Designation Supplement was delivered in connection with the Lease and the Sublease dated December 14, 2000 and relates to the property described on Annex 1 hereto.

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**Annex 1**  
**to Assignment and Assumption Agreement**

**Property Description**

(See attached)

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ATC Site #303842  
Armitage & Harlem  
Cook County, Illinois

THE WEST 25.0 FEET OF LOT FOURTEEN IN BRITIGAN'S ARMITAGE AVENUE SUBDIVISION OF THE NORTHWEST QUARTER AND THE WEST 88.45 ACRES OF THE SOUTHWEST QUARTER OF SECTION THIRTY ONE, TOWNSHIP FORTY NORTH RANGE THIRTEEN EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS AND ALSO THE ACCESS RIGHTS AS SET FORTH IN SITE AGREEMENT RECORDED AS DOCUMENT NO. 89292391, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT FOURTEEN IN BRITIGAN'S ARMITAGE AVENUE SUBDIVISION OF THE NORTHWEST QUARTER AND THE WEST 88.45 ACRES OF THE SOUTHWEST QUARTER OF SECTION THIRTY ONE, TOWNSHIP FORTY NORTH, RANGE THIRTEEN EAST OF THE THIRD PRINCIPLE MERIDIAN BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF ARMITAGE AVENUE; THENCE N 90°00'00" E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 25.00 FEET; THENCE S 00°00'00" E A DISTANCE OF 125.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF A 16' WIDE ALLEY; THENCE N 90°00'00" W A ALONG SAID NORTH RIGHT OF WAY LINE DISTANCE OF 25.00 FEET; THENCE N 00°00'00" W A DISTANCE OF 125.00 FEET; TO THE POINT OF BEGINNING, CONTAINING 3125.81 SQUARE FEET, 0.072 ACRES MORE OR LESS.

Cook County Clerk's Office