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Doc#: 1520339104 Fee: \$50.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/22/2015 02:59 PM Pg: 1 of 7

ASSIGNMENT OF LEASE AGREEMENT

Return Document and
Future Tax Statements to:

TowerCo 2013 LLC
5000 Valleystone Drive, Suite 200
Cary, NC 27519
Attn: Legal

AT&T Cell Site #: IL0546
AT&T Cell Site Name: Northbrook
AT&T Fixed Asset No.: 12564902
TowerCo ID: IL0285

Address: 2705 Techny Road, Northbrook

Property Information: County of Cook, State of Illinois (APN # 04-16-300-008-0000)

Reference to Prior Recorded Document: Document #1409955047

ASSIGNMENT OF LEASE AGREEMENT

This Assignment of Lease Agreement ("Assignment") is made and entered into effective as of the 24th day of January, 2015 ("Transfer Date") by and between and **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, with a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 ("Assignor"), and **TowerCo 2013 LLC, a Delaware limited liability company**, with an address at 5000 Valleystone Drive, Suite 200, Cary, North Carolina 27519 ("Assignee").

RECITALS

WHEREAS, Assignor is a party to that certain Option and Lease Agreement dated December 18, 2013 ("Lease"), by and between North Suburban Young Men's Christian Association, a Not For Profit Corporation, as Landlord, and Assignor as Tenant;

WHEREAS, pursuant to the Lease, Assignor has certain rights, title and interest in and to a portion of a certain parcel of land in Cook County, Illinois (the "Premises"), as further described on Exhibit B attached hereto, for the construction, maintenance and operation of a communications facility thereon;

WHEREAS, the Premises are a portion of that certain real property described on Exhibit A attached hereto (the "Parent Parcel"); and

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WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume all of Assignor's rights, title and interest in and to the Lease and the Premises.

ASSIGNMENT

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.
2. Incorporation of Exhibits. The Premises are more particularly described on Exhibit B hereto which is incorporated by this reference together with Exhibit A.
3. Assignment and Assumption. Assignor does hereby assign, transfer, set over, and deliver to Assignee, all of Assignor's rights, title and interests in and to the Lease and Premises, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Lease and the Premises, including the Tenant Leases on Exhibit C, if any. Assignee does hereby accept, assume and agree to be bound by all the terms and conditions which are the responsibility of the Assignor/Tenant under the Lease, and all the terms and conditions of all related easements and ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Lease and the Premises, and which arise, are incurred, or are required to be performed from and after the date of this Assignment, including those within the Tenant Leases on Exhibit C, if any. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), that arise from or are in any way related to the Lease as a result of any negligent act or omission or intentional misconduct of Assignor prior to the Transfer Date. Assignee shall indemnify, defend and hold harmless Assignor, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever, that arise from or are in any way related to the Lease as a result of any negligent act or omission or intentional misconduct of Assignee from the Transfer Date forward.
4. Further Assurances. The parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as may reasonably be required to confirm the transfers made pursuant to this Assignment.
5. Default. Assignor represents and warrants unto Assignee that as of the Transfer Date, Assignor is not in default under the Lease, and all of the rents payable by Assignor, if any, under the Lease have been duly paid and acknowledged.

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6. Counterparts. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument.

7. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Illinois without reference to its conflicts of laws principles. Notwithstanding the foregoing, to the extent that the law of the state in which the real property subject to the Lease is located is mandatory rather than permissive for the issue in question (such as, by way of example only, with respect to possession), the laws of the state in which the real property is located shall govern.

8. Successors and Assigns. The terms and conditions of this Assignment shall run with the Premises and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered effective as of the date first above written.

ASSIGNOR:

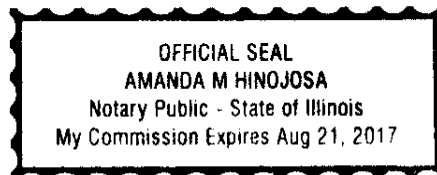
New Cingular Wireless PCS, LLC, a
Delaware limited liability company
By: AT&T Mobility Corporation
Its, Manager

By: Andrew T. Flowers
Name: Andrew T. Flowers
Its: Sr Real Estate & Construction Manager

STATE OF ILLINOIS
COUNTY OF Kane

This instrument was acknowledged before me on January 20 2015 by Andrew T. Flowers, the Sr Real Estate & Construction Manager of AT&T Mobility Corporation, as Manager of New Cingular Wireless PCS, LLC.

Amanda M. Hinojosa
Notary Public
Printed Name: Amanda M. Hinojosa
My Commission Expires: 3/21/17



[Assignee signature on next page]

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ASSIGNEE:

TowerCo 2013 LLC, a Delaware limited liability company

By: TowerCo Finance 2013 LLC, a Delaware limited liability company

Its: Sole Member

By: Daniel Hunt

Name: Daniel Hunt

As its: VP/CFO

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This instrument was acknowledged before me on January 29, 2015 by Daniel Hunt, the VP/CFO of TowerCo Finance 2013 LLC, a Delaware limited liability company, on behalf of said company.

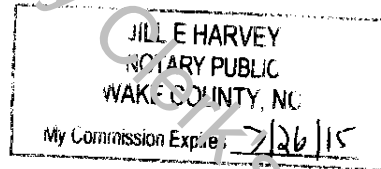
Jill E. Harvey

Notary Public

Printed Name: Jill E. Harvey

My Commission Expires:

7/26/15



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EXHIBIT A

PARENT PARCEL

THE EAST 289.0 FEET OF THE WEST 816.0 FEET OF THE SOUTH 452.55 FEET OF THE NORTH 485.55 FEET OF LOT 12 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

LEASED PREMISES

The Premises are that certain 1,410 square foot tract of real property, including 80 square foot parcel (8' x 10') together with easements for ingress, egress and utilities, more particularly described and/or depicted as follows:

PIN# 04-06-310-008-000

LEASE PARCEL:

A part of Lot 12, School Trustee's Subdivision, and being located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), Section Sixteen (16), Township Forty-two (42) North, Range Twelve (12) East, Third Principle Meridian, in the Village of Northbrook, Cook County, Illinois containing 1,250 square feet (0.029 acres) of land and being described by:

Commencing at the Northwest corner of Lot 12 of said School Trustee's Subdivision; thence S89°-52'-51"E 642.77 feet along the North line of said Lot 12; thence S00°-07'-09"W 383.77 feet to the point of beginning; thence S00°-00'-00"W 50.00 feet; thence N90°-00'-00"W 25.00 feet; thence N00°-00'-00"E 50.00 feet; thence S90°-00'-00"E 25.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

30' WIDE UTILITY AND INGRESS/EGRESS EASEMENT:

A part of Lot 12, School Trustee's Subdivision, and being located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), Section Sixteen (16), Township Forty-two (42) North, Range Twelve (12) East, Third Principle Meridian, in the Village of Northbrook, Cook County, Illinois containing 21,736 square feet (0.499 acres) of land and being Fifteen (15) feet either side of and parallel to the following described line:

Commencing at the Northwest corner of Lot 12 of said School Trustee's Subdivision; thence S89°-52'-51"E 642.77 feet along the North line of said Lot 12; thence S00°-07'-09"W 383.77 feet to the point of beginning; thence S00°-00'-00"W 50.00 feet; thence N90°-00'-00"W 25.00 feet; thence N00°-00'-00"E 25.00 feet to the point of beginning; thence N90°-00'-00"W 119.04 feet; thence N00°-08'-29"E 335.36 feet; thence S89°-51'-31"E 226.07 feet; thence N22°-19'-35"E 44.07 feet to the South line of Techny Road and the point of termination. The side lot lines of said easement are to be shortened or lengthened to terminate on the South line of Techny Road.

8' WIDE UTILITY EASEMENT:

A part of Lot 12, School Trustee's Subdivision, and being located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), Section Sixteen (16), Township Forty-two (42) North, Range Twelve (12) East, Third Principle Meridian, in the Village of Northbrook, Cook County, Illinois containing 1,788 square feet (0.041 acres) of land and being Eight (8) feet either side of and parallel to the following described line:

Commencing at the Northwest corner of Lot 12 of said School Trustee's Subdivision; thence S89°-52'-51"E 642.77 feet along the North line of said Lot 12; thence S00°-07'-09"W 383.77 feet to the point of beginning; thence S00°-00'-00"W 50.00 feet; thence N90°-00'-00"W 25.00 feet; thence N00°-00'-00"E 25.00 feet; thence N90°-00'-00"W 31.78 feet to the point of beginning; thence N00°-23'-07"W 118.37 feet; thence S89°-36'-53"W 41.48 feet; thence N00°-23'-07"W 31.92 feet to the point of termination.

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EXHIBIT C

Tenant Leases

N/A

