

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Recorder of Deeds  
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## ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENT

This Assignment and Assumption of Easement Agreement (this "**Assignment**") is made and entered into as of the ~~20~~ day of January, 2017, but effective as of the 31<sup>st</sup> day of January, 2017 (the "**Effective Date**") by and between Global Tower Assets, LLC, a Delaware limited liability company, successor-in-interest to Cell Tower Lease Acquisition LLC, a Delaware limited liability company, successor-in-interest to Unison Site Management, L.L.C., a Delaware limited liability company (the "**Assignor**"), and Global Signal Acquisitions IV LLC, a Delaware limited liability company (the "**Assignee**"). Assignor and Assignee are sometimes referred to herein individually as a "**Party**" and collectively referred to herein as the "**Parties**".

WHEREAS, Assignor and Assignee are parties to that certain Site Exchange Agreement dated November 7, 2016 (the "**Exchange Agreement**"), pursuant to, and upon the terms of which, Assignor and Assignee have agreed to assign, transfer and convey all of their respective right, title and interest in and to certain assets, including, without limitation, real property interests, to each other, and to transfer certain obligations related thereto, all as more particularly described in the Exchange Agreement; and

WHEREAS, Assignor is the grantee pursuant to that certain easement agreement described on **Exhibit A** attached hereto and by this reference incorporated herein (as the same may have been

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amended, modified or assigned from time to time, collectively, the "**Easement Agreement**", and together with any hereinbelow described Net Profits Agreement, Letter Agreement and Ground Lease, as applicable, the "**Easement Documents**"), pursuant to which the grantor specified in **Exhibit A** (hereinafter, the "**Grantor**") granted and conveyed to Assignor an easement in, to, under and over a certain portion of real property owned by the Grantor (the real property owned by the Grantor, hereinafter, the "**Property**", which Property is more particularly described in **Exhibit A-1** attached hereto and by this reference incorporated herein; and such portion of the Property subject to the Easement Agreement, hereinafter, the "**Easement Area**", which Easement Area is more particularly described in **Exhibit B** attached hereto and by this reference incorporated herein); and

WHEREAS, Assignor is also the current landlord under that certain lease agreement described on **Exhibit C** attached hereto and by this reference incorporated herein (as the same may have been amended, modified or assigned from time to time, collectively, the "**Ground Lease**"), and which Ground Lease demises a portion of the Property; and

WHEREAS, Assignor is also party to that certain Agreement Regarding Tower Site dated June 30, 2006, by and between Assignor and the Grantor (as the same may have been amended, modified or assigned from time to time, collectively, the "**Net Profits Agreement**");

WHEREAS, the Parties hereby desire to effect such assignments, transfers and assumptions;

**NOW, THEREFORE**, in consideration of the representations, warranties, covenants and agreements contained in the Exchange Agreement, the Parties hereto hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meaning given to such terms in the Exchange Agreement.
2. **Assignment and Transfer of Easement Documents.** As of the Effective Date, Assignor hereby assigns and transfers unto Assignee, and Assignee hereby accepts from the Assignor, all of the right, title and interest of Assignor in, to and under the Easement Documents, upon the terms and subject to the conditions of the Exchange Agreement and the Easement Documents, respectively. Notwithstanding anything in this Assignment to the contrary, but without limiting any of the Parties' duties and obligations arising under this Assignment, this Assignment shall not constitute an assignment or transfer hereby of any right, title and interest of Assignor in, to and under an Easement Document if an attempted assignment or transfer, without the authorization of a third party thereto, would constitute a breach or violation of such Easement Document, or in any way adversely affect the rights of Assignee thereunder, but only to the extent such authorization has not been obtained. If any authorization described in the preceding sentence is not obtained, or if any attempt at an assignment, transfer or other conveyance thereof would be ineffective or would affect the rights of the Assignor thereunder so that, after the applicable Closing Date, the Assignee would not in fact receive all such rights or obtain the benefits and rights contemplated by this Assignment and the Exchange Agreement, then the

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Assignee may elect to pursue certain options, as more particularly described in Section 2(c) of the Exchange Agreement.

3. **Assumption of Easement Documents.** As of the Effective Date, Assignor hereby assigns and transfers to Assignee, and Assignee assumes and agrees to keep, observe and perform all of the terms, covenants, agreements, conditions and obligations (other than Pre-Closing Liabilities), pursuant to the Easement Documents. The Assignee assumes and agrees to keep, observe and perform those terms, covenants, agreements, conditions and obligations (other than Pre-Closing Liabilities), with the same force and effect as if the Assignee instead of Assignor (or any predecessor of the Assignor) had originally signed the Easement Documents.
4. **Terms of Exchange Agreement Control.** The provisions of this Assignment are subject, in all respects, to the terms and conditions of the Exchange Agreement, including, without limitation, all of the covenants, agreements, representations, and warranties contained therein, which shall survive the execution and delivery of this Assignment to the extent provided in the Exchange Agreement. Neither the making nor the acceptance of this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, or in any way affect the terms and conditions of the Exchange Agreement. In the event of any conflict or inconsistency between the terms and conditions of this Assignment and the terms and conditions of the Exchange Agreement, the terms and conditions of the Exchange Agreement shall control.
5. **Amendments.** This Assignment may not be amended, modified or terminated except by an instrument in writing executed by the parties to this Assignment.
6. **Interpretation and Construction.** This Assignment shall be subject to the provisions set forth in Sections 30(g) and 30(h) of the Exchange Agreement, except to the extent that any contrary or different terms are set forth herein.
7. **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon Assignor, Assignee, and their respective successors and assigns. Except as permitted under Section 30(d) of the Exchange Agreement, no Party may transfer or assign this Assignment or any of its rights hereunder, without the prior written consent of the other Party. Notwithstanding the foregoing, a Party may assign this Assignment to an Affiliate or to a party acquiring such Party or all or substantially all of the assets of such Party, provided, however, that the terms of any such acquisition may not impair, in any substantive way, either Party's ability to perform this Assignment.
8. **Notice.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:

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To Assignor: American Towers LLC  
Attn: Landlord Relations  
10 Presidential Way  
Woburn, MA 01801

To Assignee: Crown Castle USA Inc  
c/o Crown Castle International Corp.  
Attn: Senior Vice President,  
Corporate Development  
1220 Augusta Drive, Suite 600  
Houston, TX 77057

With copy to: American Towers LLC  
Attn: General Counsel  
116 Huntington Avenue  
11th Floor  
Boston, MA 02116

With copy to: Crown Castle USA Inc  
c/o Crown Castle International Corp.  
Attn: Senior Vice President and  
General Counsel  
1220 Augusta Drive, Suite 600  
Houston, TX 77057

American Towers LLC  
Attn: Shawn Lanier, VP Legal  
10 Presidential Way  
Woburn, MA 01801

Either Party, by written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

9. **Governing Law.** Notwithstanding anything to the contrary contained in this Assignment, this Assignment shall be governed and construed in all respects in accordance with the laws of the State of New York (except to the extent the laws of the State or Commonwealth in which the Property is situated are mandatorily applicable, in which case the laws of such State or Commonwealth shall govern to the extent required), without regard to the conflicts of laws provisions of New York, or, as applicable, such State or Commonwealth. Any dispute directly related to the breach of this Assignment shall be resolved in accordance with Section 30(e) of the Exchange Agreement.
10. **Counterpart Signatures.** This Assignment may be executed in several counterparts, each of which when so executed and delivered shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument, binding on all of the Parties, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Assignment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Assignment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Assignment

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by all Parties to the same extent as an original signature.

- 11. No Merger.** It is the intent of the Assignee that the landlord interest in the Ground Lease shall not merge with the tenant interest in the Ground Lease, notwithstanding that both leasehold interests may be held at any time by the same party.

*END OF DOCUMENT – SIGNATURE PAGES TO FOLLOW*

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IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by their respective duly authorized officers to be duly effective as of the Effective Date written above.

**ASSIGNOR:**

**Global Tower Assets, LLC,**  
a Delaware limited liability company

Signature: [Signature]  
Print Name: Shawn Lanier  
Title: Vice President, US Legal

**WITNESSES:**

Signature: [Signature]  
Print Name: Joseph L. DeBore

Signature: [Signature]  
Print Name: Chris Gorda

**WITNESS AND ACKNOWLEDGEMENT**

**COMMONWEALTH OF MASSACHUSETTS**

**COUNTY OF MIDDLESEX**

On this 30 day of January, 2017, before me Christina F. Ormond the undersigned Notary Public, personally appeared Shawn Lanier, proved to me through satisfactory evidence of identity, which was/were personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose(.).

X as Vice-President, US Legal for Global Tower Assets, LLC



**CHRISTINA F. ORMOND**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 26, 2017

[Signature]  
Signature of Notary Public

Printed name of Notary

Place Notary Seal and/or Stamp Above

My Commission Expires 8/25/17

SIGNATURES CONTINUE ON NEXT PAGE

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**ASSIGNEE:**

**Global Signal Acquisitions IV LLC,**  
a Delaware limited liability company

Signature: [Signature]  
Print Name: R. Christopher Mooney  
Title: Vice President – Real Estate Acquisitions

**WITNESSES:**

Signature: [Signature]  
Print Name: Ali Manza

Signature: [Signature]  
Print Name: J.V. Budec

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**WITNESS AND ACKNOWLEDGEMENT**

**STATE OF TEXAS**

**COUNTY OF HARRIS**

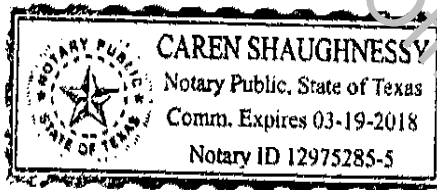
This instrument was acknowledged before me on January 30, 2017, by R. Christopher Mooney, Vice-President, Real Estate Acquisition of Global Signal Acquisitions IV LLC, a Delaware limited liability company, on behalf of said company.

[Signature]  
Notary Public  
My commission expires: 2-19-18

SEAL

**Attachments:**

- Exhibit A: Easement Agreement
- Exhibit A-1: Property
- Exhibit B: Easement Area
- Exhibit C: Ground Lease



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## EXHIBIT A

### EASEMENT AGREEMENT

That certain Easement and Assignment Agreement dated July 3, 2006, by and between South East Alcohol and Drug Abuse Center ("*Grantor*"), as original easement grantor, and Unison Site Management, L.L.C., a Delaware limited liability company, as original easement grantee, recorded on July 30, 2007, with the records of Cook County, Illinois, as Document No. 0721102136, as assigned by that certain Assignment of Easement dated July 3, 2006, by and between Unison Site Management, L.L.C., as assignor, and Cell Tower Lease Acquisition LLC, a Delaware limited liability company ("*CTLA*"), recorded on August 22, 2007, with the records of Cook County, Illinois, as Instrument No. 0723422135, and as assigned by CTLA to Assignor pursuant to that certain Assignment of Easement dated as effective as of June 15, 2016, recorded on August 18, 2016, with the records of Cook County, Illinois, as Instrument No. 1623147087.



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## EXHIBIT A-1

### LEGAL DESCRIPTION OF PROPERTY

**Parcel 1:**

Lots 61 to 65, both inclusive, in Block 4 in Lincoln Subdivision of that part of the Southeast 1/4 of the Southeast 1/4 of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, lying North and East of the Lake Shore and Michigan Southern Railway Company's right of way, in Cook County, Illinois.

**Parcel 2:**

Lots 51 to 60, both inclusive, in Block 4 in Lincoln Subdivision of that part of the Southeast 1/4 of the Southeast 1/4 Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, lying North and East of the Lake Shore and Michigan Southern Railway Company's right of way, in Cook County, Illinois.

AND BEING the same property conveyed in South East Alcohol and Drug Abuse Center, an Illinois not for profit corporation from Ford Lending Development Company, a Delaware corporation by Special Warranty Deed dated September 23, 1994 and recorded September 24, 1994 in Instrument No. 94880168

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20-26-423-062

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## EXHIBIT B

### LEGAL DESCRIPTION OF EASEMENT AREA

#### COMMUNICATION 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, all of which is limited to that portion of the Property described in Exhibit B of the Site Lease With Option dated November 29, 2000 and attached hereto as Exhibit E, plus an adjacent additional 20.00 feet to the east side of the existing leased space and described as follows:

Commencing at the intersection of the northerly line of East 87<sup>th</sup> Street with the southwesterly line of South Chicago Avenue at the southeasterly corner of Lot 66 in Block 4 of Lincoln Subdivision of that part of the Southeast 1/4 of the Southeast 1/4 of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, lying North and East of the Lake Shore and Michigan Southern Railway Company's right of way in Cook County, Illinois; thence running northwesterly, along said southwesterly line of South Chicago Avenue and along the northeasterly lines of Lots 51 through 66, Block 4 on the aforementioned Subdivision, 446.83 feet to a point on the southeasterly wall of an existing building; thence southwesterly, along said wall, 70.00 feet to a point; thence southeasterly, perpendicular to said building, 30.00 feet to a point; thence southwesterly, parallel to said building, 60.00 feet to a point; thence northwesterly, along the southwesterly line of Lot 51 in Block 4 on the aforementioned Subdivision, and perpendicular to said building, 30.00 feet to a point on the southwesterly line of said building; thence northeasterly, along said wall, 60.00 feet to the point of beginning.

#### ACCESS AND UTILITY EASEMENTS

That portion of the Property 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 a 20.00 foot wide Public Alley and S. Chicago Avenue (hereinafter the "Access Easement").

A 20.00 foot wide access and utility easement, the centerline of which is described as follows. Commencing at a point on the southeasterly corner of the Communication Easement; thence northwesterly, 15.00 feet to a point to the point of Beginning; thence northeasterly, 70.00 feet to its point of termination on the southwesterly line of South Chicago Avenue. 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.

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## EXHIBIT C

### GROUND LEASE

That certain Site Lease with Option, dated as of November 29, 2000, by and between South East Alcohol & Drug Abuse Center, as original landlord, and Cook Inlet/Voicestream Operating Company, L.L.C., a Delaware limited liability company, as original tenant, evidence of which was recorded March 8, 2001, with the records of Cook County, as Instrument No. 0010247575, as amended by that certain unrecorded First Amendment to Site Lease with Option, dated as of September 18, 2008, by and between Cell Tower Lease Acquisition LLC, as successor-in-interest to South East Alcohol and Drug Abuse Center, as landlord, and T-Mobile Central LLC, a Delaware limited liability company, as successor in interest to Cook Inlet/VoiceStream Operating Company, L.L.C., as tenant, as affected by the Master Prepaid Lease and Management Agreement in favor of CCTMO LLC, dated August 20, 2013, as evidenced by the Memorandum recorded September 16, 2013, with the records of Cook County, Illinois, as Instrument No. 1325957136.