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Doc#: 1705549074 Fee: \$80.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/24/2017 01:39 PM Pg: 1 of 17

Prepared by:

Christian A. Farmakis
Babst, Calland, Clements and Zomnir, P.C.
Two Gateway Center, 7th Floor
Pittsburgh, PA 15222
(412) 394-5400

Return to:

SpectraSite Communications, LLC
10 Presidential Way
Woburn, MA 01801
Attn: Richard P. Palermo, Esq./Due Diligence
(781) 926-4973

ASSIGNMENT AND ASSUMPTION OF ASSIGNMENT OF LEASE AND RENTS AND SUCCESSOR LEASE AND RENTS

This Assignment and Assumption of Assignment of Lease and Rents and Successor Lease and Rents (this "**Assignment**") is made and entered into as of the 30th day of January, 2017, but effective as of the 31st day of January, 2017 (the "**Effective Date**") by and between **MW Cell REIT 1 LLC**, a Delaware limited liability company, as successor-in-interest to Wireless Capital Partners, LLC (the "**Assignor**"), and **SpectraSite Communications, 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

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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 current lessee under that certain Assignment of Lease and Rents and Successor Lease and Rents dated August 27, 2007 (as the same may have been amended, modified or assigned from time to time, collectively, the "**Ground Lease**"), by and between Assignor and Park National Bank as Successor Trustee to Great Lakes Trust Co. as Successor Trustee to First National Bank of Blue Island, as Trustee Under Trust Agreement dated October 1, 1981 and Known as Trust Number 81138, as the original Trustee, and Stranczek Equities, as the original Beneficiary (collectively, the "**Lessor**"), a memorandum of which was recorded with the records of Cook County, Illinois on September 25, 2007 as Document Number 0726822049 (such recorded memorandum attached hereto as **Exhibit A** and by this reference incorporated herein), and which Ground Lease demises a certain portion of real property (the real property, the "**Property**"; such portion of the Property subject to the Ground Lease, the "**Leased Premises**"); and

WHEREAS, Assignor is also the current holder of certain beneficial rights, title and interest in, to and under that certain PCS Site Agreement dated February 2, 1998, as the same may have been amended, modified or assigned from time to time (such beneficial rights, title and interest the "**Underlying Ground Lease Beneficial Rights**"; the Underlying Ground Lease Beneficial Rights together with the Ground Lease, the "**Lease Documents**"), by and between Lessor, as the original landlord, and STC Two LLC, as successor-in-interest to SprintCom, Inc.; and

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 Lease 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 Lease Documents, upon the terms and subject to the conditions of the Exchange Agreement and the Lease 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 the Lease Documents, if an attempted assignment or transfer, without the authorization of a third party thereto, would constitute a breach or violation of such Lease Documents, 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

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

3. **Assumption of Lease 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 Lease 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 Lease 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.

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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:

<u>To Assignor:</u>	Crown Castle USA Inc c/o Crown Castle International Corp. Attn: Senior Vice President, Corporate Development 1220 Augusta Drive, Suite 600 Houston, TX 77057	<u>To Assignee:</u> SpectraSite Communications, LLC Attn: Landlord Relations 10 Presidential Way Woburn, MA 01801
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<u>With copy to:</u>	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	<u>With copy to:</u> SpectraSite Communications, LLC Attn: General Counsel 116 Huntington Avenue 11th Floor Boston, MA 02116
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SpectraSite Communications, 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

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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 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 Lease Documents shall not merge with the tenant interest in the Lease Documents, 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:

MW Cell REIT 1 LLC
a Delaware limited liability company
as successor-in-interest to Wireless Capital Partners, LLC

Signature: [Signature]
Print Name: R. Christopher Mooney
Title: VP - Real Estate Acquisitions
Date: _____

WITNESSES:

Signature: [Signature]
Print Name: Ali Almanza

Signature: [Signature]
Print Name: Sybilna Crumison

WITNESS AND ACKNOWLEDGEMENT

State of Texas

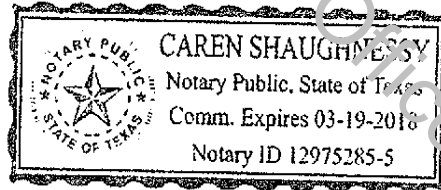
County of Harris

On this 30 day of January, 2017, before me, Caren Shaughnessy the undersigned Notary Public, personally appeared R. Christopher Mooney, who proved to me on the basis of satisfactory evidence to be the person 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 person or the entity upon which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public
Print Name: Caren Shaughnessy
My commission expires: 3/14/18



[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

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ASSIGNEE:

SpectraSite Communications, LLC,
a Delaware limited liability company

Signature: [Signature]
Print Name: Shawn Lanier
Title: Vice President, US Legal
Date: 1-30-2017

WITNESSES:

Signature: [Signature]
Print Name: Don Powers
Signature: [Signature]
Print Name: Richard D. Palomo

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 30th day of January, 2017, before me, Julie E. Kaplan the undersigned Notary Public, personally appeared Shawn Lanier, who proved to me on the basis of satisfactory evidence to be the person 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 person or the entity upon which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public
Print Name: _____
My commission expires: _____

[SEAL]



JULIE E. KAPLAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 12, 2020

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Attachments:

Exhibit A: Recorded Memorandum of Assignment of Lease and Rents and Successor Lease and Rents

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EXHIBIT A

RECORDED MEMORANDUM OF ASSIGNMENT OF LEASE AND RENTS AND SUCCESSOR LEASE AND RENTS

[See Attached]

Property of Cook County Clerk's Office

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EXHIBIT A

THIS DOCUMENT WAS PREPARED BY:
WIRELESS CAPITAL PARTNERS, LLC
11900 Olympic Boulevard, Suite 400
Los Angeles, CA 90064
Attn: Title Dept.

AFTER RECORDING RETURN TO:
NORTH AMERICAN TITLE
2200 Post Oak Blvd., Suite 100
Houston, TX 77056
Attn: Tania Baez
WCP #: 72787



DOCUMENT TITLE: MEMORANDUM OF ASSIGNMENT OF LEASE AND RENTS AND SUCCESSOR LEASE AND RENTS

GRANTOR/LESSOR: PARK NATIONAL BANK AS SUCCESSOR TRUSTEE TO GREAT LAKES TRUST CO. AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF BLUE ISLAND, AS TRUSTEE

GRANTEE/LESSEE: WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company

PROPERTY ADDRESS: 15220 Halsted St., Phoenix, IL

PARCEL NO.: 29-17-214-034, 29-17-214-035, 29-17-214-038

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PREPARED BY

WIRELESS CAPITAL PARTNERS, LLC
 11900 W. Olympic Blvd., Suite 400
 Los Angeles, California 90064
 Attn: Title Department
 WCP#: 72787

MEMORANDUM OF ASSIGNMENT OF LEASE AND RENTS AND SUCCESSOR LEASE AND RENTS

This Memorandum of Assignment of Lease and Rents and Successor Lease and Rents (this "Memorandum") is made as of Aug. 27, 2007 between PARK NATIONAL BANK AS SUCCESSOR TRUSTEE TO GREAT LAKES TRUST CO. AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF BLUE ISLAND, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1981 AND KNOWN AS TRUST NUMBER 81138 ("Trustee"), STRANCZEK EQUITIES, an Illinois general partnership ("Beneficiary") (collectively, "Landlord") and WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company ("WCP").

A. Trustee, as lessor, and SprintCom, Inc. a Kansas corporation, as lessee ("Tenant"), are parties to that certain lease dated as of February 2, 1998 (the "Lease"), with respect to the premises described on Exhibit A attached hereto (the "Premises").

B. Landlord and WCP are parties to an Assignment of Lease and Rents and Successor Lease and Rents dated on or about the date hereof (the "Agreement"), pursuant to which Landlord has, among other things, sold and assigned to WCP its right, title and interest in and to the Lease. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement, and of WCP's rights under the Agreement including the easement granted therein.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and/or agree as follows:

Landlord has sold and assigned and hereby does sell and assign all of its right, title and interest in and to the Lease to WCP, on the terms and subject to the conditions set forth in the Agreement. The Lease expires by its terms on or about February 1, 2008 and contains three (3) option(s) to renew or extend the term for an additional period of five (5) years each. Landlord has leased and hereby does lease the Premises to WCP, on the terms and subject to the conditions set forth in the Agreement. The successor lease is for a term commencing upon the expiration or termination of the Lease and ending on August 31, 2037. Landlord has retained all of Landlord's obligations and liabilities under the Lease.

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The terms and conditions of the Lease and the Agreement are hereby incorporated herein by reference as if set forth herein in full. Copies of the Lease and the Agreement are maintained by WCP at the address of WCP above and are available to interested parties upon request. This Memorandum has been duly executed by the undersigned as of the date first written above.

Beneficiary:

STRANCZEK EQUITIES, an Illinois general partnership

By: [Signature]
Name: Robert Stranczek
Title: Partner

By: [Signature]
Name: Michael Stranczek
Title: Partner

Landlord:

FIRST NATIONAL BANK OF BLUE ISLAND,
AS TRUSTEE UNDER TRUST AGREEMENT
DATED OCTOBER 1, 1981 AND KNOWN AS
TRUST NUMBER 81138

By: [Signature]
Name: FRANKLIN BELLERS
Title: VICE PRESIDENT + TRUST OFFICER

SEE RIDER ATTACHED
HERE TO AND MADE A PART HEREOF

WCP:

WIRELESS CAPITAL PARTNERS, LLC,
a Delaware limited liability company

By: [Signature]
Name: Joni Lesage
Title: Treasurer

[NOTE: ALL SIGNATURES MUST BE PROPERLY NOTARIZED]

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ALL-PURPOSE ACKNOWLEDGMENT

State of ILLINOIS

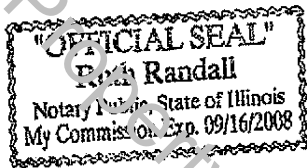
County of COOK SS.

On AUGUST 20, 2007 before me, RUTH RANDALL - NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ROBERT STRANCZEK
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose names(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 signatures(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.

Ruth Randall
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer - Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



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ALL-PURPOSE ACKNOWLEDGMENT

State of ILLINOIS

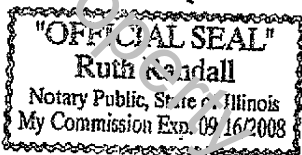
County of COOK ss.

On AUGUST 20, 2007 before me, RUTH RANDALL NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared MICHAEL STRANCZEK
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose names(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 signatures(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.

Ruth Randall
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer – Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



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ALL-PURPOSE ACKNOWLEDGMENT

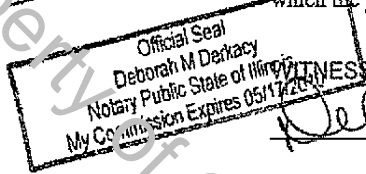
State of ILLINOIS
County of COOK ss.

On 8/21/07 before me, Deborah M. Derkacy, Notary
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared FRANKLIN SELVES VICE PRESIDENT TRUST OFFICER
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose names(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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Deborah M. Derkacy
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.

5. Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

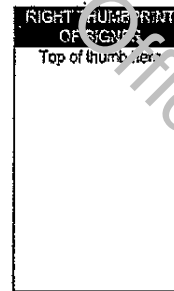
Signer(s) Other Than Named Above: _____

6. Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer - Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



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SCHEDULE A

LEASE DESCRIPTION AND LEGAL DESCRIPTION

That certain LEASE AGREEMENT dated February 2, 1998, by and between FIRST NATIONAL BANK OF BLUE ISLAND, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1981 AND KNOWN AS TRUST NUMBER 81138, whose address is 13057 Western Ave, Blue Island, IL 60406 ("Landlord") and SprintCom, Inc., a Kansas corporation ("Tenant"), whose address is 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2650, Overland Park, KS, 66251, for the property located at 15220 to 15400 Halsted St, Phoenix Harvey, IL 60426.

The Legal Description follows:

LOTS 1, 2 AND 5, IN SELECT SUBDIVISION, BEING A SUBDIVISION OF PART OF LOT 2 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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This MEMORANDUM OF ASSIGNMENT OF LEASE AND RENTS AND SUCCESSOR LEASE AND RENTS is executed by PARK NATIONAL BANK, not personally, but solely as Trustee, in exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by PARK NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against PARK NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants, conditions, and/or statements contained in this instrument.

IN WITNESS WHEREOF, PARK NATIONAL BANK, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Vice President/Trust Officer this 21st day of August, 2007.

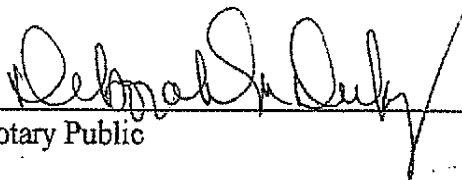
PARK NATIONAL BANK,
AS TRUSTEE AS AFORESAID AND NOT PERSONALLY.

BY:



Vice President/Trust Officer

Subscribed and Sworn to before me
This 21st day of August, 2007.



Notary Public



Property of Cook County Clerk's Office