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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/08/2017 11:14 AM Pg: 1 of 8

Prepared by:

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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 22 day of May, 2017, but effective as of the 30 day of May, 2017 (the "**Effective Date**") by and between **SpectraSite Communications, LLC**, a Delaware limited liability company (the "**Assignor**"), and **MW Cell REIT 1 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, pursuant to that certain Assignment and Assumption of Assignment of Lease and Rents and Successor Lease and Rents dated effective as of January 30, 2017 and recorded with the records of Cook County, Illinois on February 24, 2017 as Document Number 1705549074 (the "**Agreement**"), 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

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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, and which Ground Lease demises a certain portion of real property (the real property, the "**Property**", which Property is more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein; such portion of the Property subject to the Ground Lease, the "**Leased Premises**"); and

WHEREAS, pursuant to the Agreement, 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 Agreement was executed and recorded in error and the Parties desire to enter into this Assignment in order to assign and transfer the Lease Documents back to Assignee; 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 this Assignment, the Parties hereto hereby agree as follows:

1. **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 Lease Documents. 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.
2. **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, pursuant to the Lease Documents. The Assignee assumes and agrees to keep, observe and perform those terms, covenants, agreements, conditions and obligations, with the same force and effect as if the Assignee instead of Assignor (or any predecessor of the Assignor) had originally signed the Lease

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Documents.

3. **Amendments.** This Assignment may not be amended, modified or terminated except by an instrument in writing executed by the parties to this Assignment.
4. **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon Assignor, Assignee, and their respective successors and assigns.
5. **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:

<p><u>To Assignor:</u> American Towers LLC Attn: Landlord Relations 10 Presidential Way Woburn, MA 01801</p>	<p><u>To Assignee:</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</p>
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<p><u>With copy to:</u> American Towers LLC Attn: General Counsel 116 Huntington Avenue 11th Floor Boston, MA 02116</p>	<p><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</p>
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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.

6. **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.

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7. **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 by all Parties to the same extent as an original signature.
8. **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:

SpectraSite Communications, LLC,
a Delaware limited liability company

Signature: [Handwritten Signature]
Print Name: Shawn Lanier
Title: Vice President, US Legal
Date: 5-30-2017

WITNESSES:

Signature: [Handwritten Signature]
Print Name: Joni Kayden
Signature: [Handwritten Signature]
Print Name: Reese Byrd

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 30 day of May, 2017, before me, Richard P. Palermo 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.

[Handwritten Signature]

Notary Public
Print Name: _____
My commission expires: _____



RICHARD P. PALEPIMO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 25, 2023

[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

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ASSIGNEE:

MW Cell REIT 1 LLC,
a Delaware limited liability company,

Signature: [Handwritten Signature]
Print Name: R. Christopher Mooney
Title: VP - Real Estate Acquisitions
Date: 5-22-2017

WITNESSES:

Signature: [Handwritten Signature]
Print Name: Timothy Deber
Signature: [Handwritten Signature]
Print Name: Nicolas Daniels

WITNESS AND ACKNOWLEDGEMENT

State of Texas

County of Harris

On this 22 day of May, 2017, before me, Tara Groda 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.

[Handwritten Signature]
Notary Public
Print Name: TARA GRODA
My commission expires: 2/14/2018



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Attachments:

Exhibit A: Property

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

**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.**

Property of Cook County Clerk's Office