

# UNOFFICIAL COPY

Doc#: 1807557035 Fee: \$58.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/16/2018 10:08 AM Pg: 1 of 6

THIS DOCUMENT PREPARED BY:

DYKEMA GOSSETT PLLC  
Nicholas J. Winters, Esq.  
39577 Woodward Avenue, Suite 300  
Bloomfield Hills, Michigan 48304

AFTER RECORDING RETURN TO:

~~Linear Settlement Services  
ATTN: Commercial Recording  
127 John Clarke Road  
Middletown, RI 02842~~

## ASSIGNMENT AND ASSUMPTION OF PCS SITE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PCS SITE AGREEMENT (this "Assignment") is made this 8<sup>th</sup> day of March, 2018, by and between **MARQUETTE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 17, 2003 AND KNOWN AS TRUST NUMBER 16622** ("Assignor"), whose address is 123 N. 4th Street, Chesterton, Indiana 46304, and **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company ("Assignee"), whose mailing address is Attn: Legal – Real Estate Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

## RECITALS

WHEREAS, Assignor is the current landlord under that certain PCS Site Agreement dated July 15, 1998, originally by and between SprintCom, Inc., a Kansas corporation, as tenant, and Standard Bank & Trust of Hickory Hills, Trust No. 90-3215, as landlord (the "Lease");

WHEREAS, Assignor has agreed to convey, transfer and assign to Assignee all of its right, title and interest in and to the Lease, and Assignee has agreed to accept an assignment of the Lease; and

WHEREAS, the Lease pertains to a portion of the real property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Subject Property").

## OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The recitals hereinabove are true and correct and are incorporated herein by reference.

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2. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Lease, and Assignee hereby assumes and agrees to perform all of the Assignor's obligations under the Lease upon the terms and conditions set forth in the Lease.

3. Except as expressly set forth herein, the terms of the Lease shall remain in full force and effect, unaltered by this Assignment.

4. Assignor hereby covenants and agrees that the Lease is in full force and effect, has not otherwise been modified or extended, and that as of the date hereof, Assignor is not aware of any defaults under the Lease. Assignor further covenants that it has full right and authority to execute and deliver this Assignment and to assign the Lease to Assignee. Assignor covenants that it is the lawful owner of the landlord's interest in the Lease and that no other party has any interest in or claim against the landlord's interest in the Lease.

5. Assignee hereby agrees to completely indemnify and hold harmless Assignor from and against any and all liability, claims, demands, breaches, suits or any other cause of action (collectively, the "Claims") relating to, arising out of, or otherwise in connection with the Lease, which Claims relate to the occurrence or non-occurrence of any event which post-dates the date of this Assignment.

6. Assignor hereby agrees to completely indemnify and hold harmless Assignee from and against any and all Claims relating to, arising out of, or otherwise in connection with the Lease, which Claims relate to the occurrence or non-occurrence of any event which pre-dates the date of this Assignment.

7. Assignor hereby covenants, agrees and represents that all consents, approvals and authorizations necessary to consummate the transaction contemplated hereby have been procured.

8. Assignor hereby covenants and agrees that any and all rent, fees or other payments under the Lease are now fully paid and current.

9. This Assignment may be executed in multiple counterparts, each of which shall be deemed a fully executed original but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signatures begin on the following page]

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

**ASSIGNOR:**

Exculpatory clause attached hereto and made a part hereof.

**MARQUETTE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 17, 2003 AND KNOWN AS TRUST NUMBER 16622 AND NOT PERSONALLY**

By: *Joyce A. Madsen*  
Name: Joyce A. Madsen

Title: Land Trust Officer

Date: 3/7/2018

ACKNOWLEDGEMENT

STATE OF Illinois )  
COUNTY OF Cook ) SS

On this, the 7<sup>th</sup> day of March, 2018, before me, the undersigned Notary Public, personally appeared Joyce A. Madsen, who acknowledged him/herself to be the Land Trust Officer of Marquette Bank, as Trustee under Trust Agreement dated March 17, 2003 and known as Trust Number 16622, and that he/she, being authorized to do so, executed the foregoing Assignment and Assumption of PCS Site Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*[Signature]*  
Notary Public, State of Ill., County of Cook

My Commission Expires: 01/22/2019



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This document is executed by MARQUETTE BANK, not personally but as Trustee under Trust No. 16672 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed by and between the parties hereto anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right but solely in the exercise of the powers conferred upon it as such Trustee and that no personal responsibility is assumed by nor shall at any time be asserted or enforceable against MARQUETTE BANK, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any being expressly waived and released.

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**ASSIGNEE:**

**CROWN CASTLE TOWERS 09 LLC,**  
a Delaware limited liability company

By: 

Name: R.Christopher Mooney  
Vice President

Title: \_\_\_\_\_

Date: 03/08/18

Property of Cook County Clerk's Office

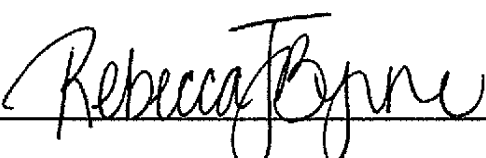
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

On this, the 8 day of March, 2018, before me, the undersigned Notary Public, personally appeared R.Christopher Mooney, who acknowledged him/herself to be the V.P. of Crown Castle Towers 09 LLC, a Delaware limited liability company, and that he/she, being authorized to do so, executed the foregoing Assignment and Assumption of PCS Site Agreement for the purposes therein contained.

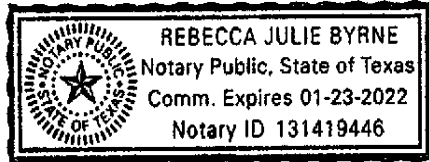
IN WITNESS WHEREOF, I hereunto set my hand and official seal



Notary Public, State of Texas, County of Harris

My Commission Expires: 01-23-22

[SEAL REQUIRED]



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## EXHIBIT "A"

### SUBJECT PROPERTY

Land situated in the Village of Orland Park, Cook County, State of Illinois, described as follows:

The South 165 feet of the West 132 feet of the Southwest 1/4 of Section 5, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Tax Parcel Identification Number: 27-05-302-004-0000

Common Address: 14299 Wolf Road, Orland Park, Illinois 60467

Together with an easement for ingress and egress and temporary parking benefitting the property described above, as set forth in that certain instrument recorded on October 8, 1998 as Document Number 98905761 with the Cook County Recorder of Deeds.

(Said easement affects part of Tax Parcel Identification Number: 27-05-302-013-0000, having a common address of 14279 Wolf Road, Orland Park, Illinois 60467)

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