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Doc#: 1816608118 Fee: \$68.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/15/2018 01:31 PM Pg: 1 of 11

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:

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

ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENT

This Assignment and Assumption of Easement Agreement (this "**Assignment**") is made and entered into as of the 31st day of March, 2018, but effective as of the 30th day of April, 2018 (the "**Effective Date**") by and between **Crown Castle Towers 09 LLC**, a Delaware limited liability company (the "**Assignor**"), and **Global Tower Assets III, 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, as amended by that certain Amended and Restated Site Exchange Agreement dated as of March 6, 2017 (as the same may have been further amended from time to time, collectively, 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,

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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 and Grace Community Church, an Evangelical Free Church, incorporated under the laws of the State of Illinois, as to an undivided One Half (1/2) interest, and Crown of Love Evangelical Free Church, incorporated under the laws of the State of Illinois, as to an undivided One Half (1/2) interest, as tenants in common (collectively, the "**Grantor**") entered into that certain Grant of Easement and Assignment of Lease dated June 19, 2013 and recorded on July 8, 2013 with the records of Cook County, Illinois as Document Number 1318908725 (as the same may have been amended, modified or assigned from time to time, collectively, the "**Easement Agreement**"), pursuant to which 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, 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 Easement Agreement, 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 both that certain (i) Communications Site Lease Agreement (Ground) dated June 30, 2005 by and between Grantor, as the original landlord, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as the original tenant, a memorandum of which was recorded on June 22, 2006 with the records of Cook County, Illinois as Document Number 0617346112 and as Document Number 0617346119; and that certain (ii) Option and License Agreement dated May 1, 1996 by and between Lightner Landholdings, L.L.C., as the original landlord, and AT&T Wireless PCS, Inc., as the original tenant, a memorandum of which was recorded on July 3, 1997 with the records of Cook County, Illinois as Document Number 97483405 (as the same may have been amended, modified or assigned from time to time, collectively, the "**Ground Lease**"; and together with the Easement Agreement, the "**Easement Documents**"), and which Ground Lease demises a portion of the Property; 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 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

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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 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

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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:

<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>	Global Tower Assets III, 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>	Global Tower Assets III, LLC Attn: General Counsel 116 Huntington Avenue 11th Floor Boston, MA 02116
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Global Tower Assets III, 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.

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- 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 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:

Crown Castle Towers 09 LLC,
a Delaware limited liability company

Signature: [Signature]
Print Name: Helen V. Smith
Title: Director, Acquisition & Ops
Date: 3/31/18

WITNESSES:

Signature: [Signature]
Print Name: Sylvia Garrison
Signature: [Signature]
Print Name: J. V. Budet

WITNESS AND ACKNOWLEDGEMENT

State of Texas

County of Harris

On this 31 day of March, 2018, before me, Veronica the undersigned Notary Public, personally appeared Helen V. Smith, 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 she executed the same in her authorized capacity, and that by her signature on the instrument, the person or the entity upon which the person acted, executed the instrument.

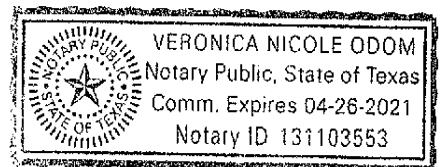
I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public
Print Name: Veronica N. Odom
My commission expires: 4-26-21

[SEAL]

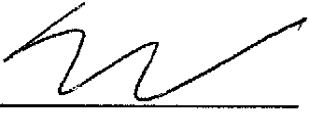
[SIGNATURES CONTINUE ON NEXT PAGE]



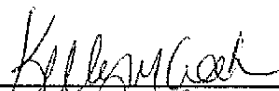
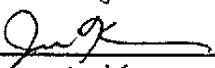
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ASSIGNEE:

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

Signature: 
Print Name: Shawn Lanier
Title: Vice President, US Legal
Date: 4/25/2018

WITNESSES:

Signature: 
Print Name: Kelly M. Walsh
Signature: 
Print Name: Julie Kaplan

WITNESS AND ACKNOWLEDGEMENT

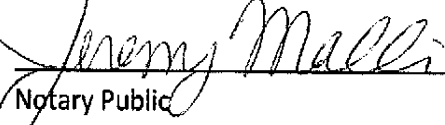
Commonwealth of Massachusetts

County of Middlesex

On this 25 day of April, 2018, before me, Jeremy Mallin 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.


Notary Public
Print Name: _____
My commission expires: _____



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Attachments:

Exhibit A: Property

Exhibit B: Easement Area

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land referred to herein below is situated in the, County of Cook, State of Illinois, and is described as follows:

Lot 1 in Standard Safety Industrial Subdivision of lot 5 (except the West 17.00 feet thereof) and (except the East 192.00 feet thereof) in A. T. McIntosh and Company's Palatine Farms, being a subdivision of that part of the West 1/2 of the Northwest 1/4 and the Northwest 1/4 of the part Southwest 1/4 and the East 1/2 of the Southwest 1/4 of Section 15, lying Southerly of the Southwesterly line of the Right-of-Way of the Chicago and Northwestern Railroad; also that part of lot 8 in the Scholl Trustee's Subdivision of Section 16, lying Southerly of the Southwesterly line of the Right-of-Way of the Chicago and Northwestern Railroad, all in Township 24 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

This being the same property conveyed to Grace Community Church, an Evangelical Free Church, Incorporated, as to an undivided One Half (1/2) interest and Crown of Love Evangelical Free Church, Incorporated, as to an undivided One Half (1/2) interest from R & S Industrial Holdings, L.L.C., an Illinois Limited Liability Company in a deed dated December 15, 2003 and recorded February 23, 2004 as Instrument No. 0405433109.

Parent Parcel Tax I.D. Number: 02-15-300-022-0000
Common Address: 431 N. Quentin Rd., Palatine, Illinois 60067

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EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA

The Easement Area shall include any portion of the Grantor's Property, as defined in the Easement Agreement, on which communications facilities which existed on the date of the Easement Agreement together with the portion of the Grantor's Property, as defined in the Easement Agreement, leased by Grantor pursuant to the Ground Lease and the portion of the Property described as follows:

EASEMENT AREA:

THAT PART OF LOT 1 IN STANDARD SAFETY INDUSTRIAL SUBDIVISION OF LOT 5 (EXCEPT THE WEST 17' THEREOF) AND (EXCEPT THE EAST 192' THEREOF) IN A. T. McINTOSH AND COMPANY'S PALATINE FARMS, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, LYING SOUTHERLY OF THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO & NORTHWESTERN RAILROAD, ALSO OF THAT PART OF LOT 8 IN THE SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16 LYING SOUTHERLY OF THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO & NORTHWESTERN RAILROAD, COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N0°00'30"E, 137.00'; THENCE S89°57'17"W, 10.00' TO THE POINT OF BEGINNING; THENCE S0°00'30"W, 70.00'; THENCE S89°57'17"W, 20.00'; THENCE N0°00'30"E, 70.00'; THENCE N89°57'17"E, 20.00' TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND CONTAINING 1,400 SQUARE FEET (OR 0.032 ACRES), MORE OR LESS.

AND

A 20' WIDE EASEMENT 10' ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE IN LOT 1 IN STANDARD SAFETY INDUSTRIAL SUBDIVISION OF LOT 5 (EXCEPT THE WEST 17' THEREOF) AND (EXCEPT THE EAST 192' THEREOF) IN A. T. McINTOSH AND COMPANY'S PALATINE FARMS, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, LYING SOUTHERLY OF THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO & NORTHWESTERN RAILROAD, ALSO OF THAT PART OF LOT 8 IN THE SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16 LYING SOUTHERLY OF THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO & NORTHWESTERN RAILROAD, COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N0°00'30"E, 10.00' TO THE POINT OF BEGINNING; THENCE N89°57'17"E, 317.47'; THENCE N0°02'43"W, 137.00'; THENCE N89°57'17"E, 34.51'; THENCE S0°00'30"W, 80.00'; THENCE N0°00'30"E, 80.00'; THENCE N89°57'17"E, 29.99' TO THE POINT OF TERMINUS, ALL IN TOWNSHIP 42 NORTH, RANGE 10 EAST OF

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THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND CONTAINING
11,780 SQUARE FEET (OR 0.270 ACRES), MORE OR LESS.

Parent Parcel Tax I.D. Number: 02-15-300-022-0000

Common Address: 431 N. Quentin Rd., Palatine, Illinois 60067

Property of Cook County Clerk's Office