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Doc#. 1900257210 Fee: \$60.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 01/02/2019 10:35 AM Pg: 1 of 7

Prepared by:
Attorney Alexander Trataros
American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Attn: Land Management
ATC Site #: 303841
Site Name: Harwood Heights W

Prior Recording Reference: 031111629
Tax Parcel ID: 12-13-203-026-0000

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Lease Agreement (this "**Agreement**") is made and entered into effective as of Dec. 19, 2018, (the "**Effective Date**"), by and between SBC Tower Holding LLC, a Delaware limited liability company, with a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (FA# 10005130) ("**Assignor**"), and American Tower Asset Sub II, LLC, a Delaware limited liability company, with a mailing address of 10 Presidential Way, Woburn, MA 01801, Attn: Land Management ("**Assignee**").

I. **Recitals**

A. Assignor, as seller, and Assignee, as purchaser, are parties to that certain Lease and Sublease, dated as of December 14, 2000 (the "**Purchase Agreement**"), pursuant to which Assignor is transferring the Sites (as defined in the Purchase Agreement) to Assignee.

B. Assignor is the current lessee under that certain Site Agreement, dated September 15, 1989 (the "**Ground Lease**"), by and between Methode Electronics, Inc., as the original landlord, and Cellular One Chicago, a division of Southwestern Bell Mobile Systems, Inc., as predecessor-in-interest to Assignor, relating to a parcel of real property in Cook County, State of Illinois (the "**Premises**"), as more particularly described in **Exhibit A** and further in the Ground Lease.

C. In accordance with the terms of the Purchase Agreement, Assignor desires to assign its right, title and interest in and to the Ground Lease to Assignee, and Assignee desires to acquire and assume Assignor's rights and obligations under the Ground Lease (the "**Assignment**").

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NOW, THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. Assignment of Ground Lease. As of the Effective Date, Assignor does assign, transfer, and set over unto Assignee, with only the warranties expressly stated in the Purchase Agreement, all of the right, title and interest of Assignor in, to and under the Ground Lease, subject to the terms, covenants and conditions contained in or with respect to the Ground Lease and all terms and conditions of all related easements and ancillary agreements.
2. Assumption of Ground Lease. Effective as of the Effective Date, Assignee assumes and accepts the foregoing assignment on the terms and conditions set forth in this Assignment, and Assignee assumes and agrees to keep, observe and perform all of the terms, covenants, agreements, conditions and obligations of the Ground Lease on the part of Assignor to be kept, observed and performed which accrue as of the Effective Date (collectively, the "Assumed Liabilities"), with the same force and effect as if Assignee instead of Assignor (or its predecessor) had originally signed the Ground Lease.
3. Terms of Purchase Agreement Control. Nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, or in any way affect the provisions of the Purchase Agreement, including the warranties, covenants, agreements, indemnification, conditions and representations contained in the Purchase Agreement and, in general, any of the rights and remedies, of Assignor or Assignee set forth in the Purchase Agreement.
4. Amendments. This Agreement may not be amended, modified or terminated except by an instrument in writing executed by the parties to this Agreement.
5. Headings. The headings of the various sections of this Agreement have been inserted only for the purpose of convenience and are not part of this Agreement and shall not be deemed in any manner to modify, expand, explain or restrict any of the provisions of this Agreement. Words of any gender used in this Agreement shall include any other gender and words in the singular shall include the plural, and vice versa, unless the context requires otherwise.
6. Successors and Assigns. This Agreement shall bind and inure to the benefit of Assignor, Assignee, and their respective successors and assigns.
7. Governing Law. The laws of the State of Illinois govern the validity, construction, enforcement and interpretation of this Agreement without reference to its conflict of laws principles.
8. Counterpart Signatures. This Agreement may be executed in any number of counterparts, any one of which shall constitute an original of this Agreement and all of which together shall constitute one and the same instrument. When counterparts have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same documents and copies of such documents shall be deemed valid as originals.
9. Drafting. This Assignment has been prepared by Assignee and its professional advisors and reviewed by Assignor and its professional advisors. Assignor, Assignee and their separate advisors believe this Assignment is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor of either Assignor or Assignee or against either Assignor or Assignee merely because of their efforts in preparing it.

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IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Lease Agreement as of the Effective Date.

SBC TOWER HOLDINGS LLC,
a Delaware limited liability company

By: [Signature]
Name: Gram Meadors
Title: AVP Sourcing Operations

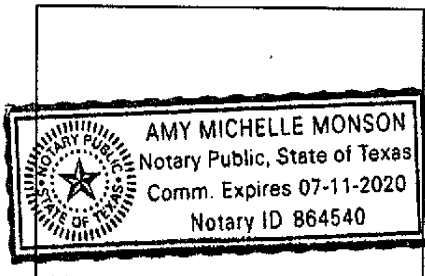
Witnesses:

[Signature]
Name:

[Signature]
Name:

STATE OF TEXAS }
COUNTY OF DALLAS } ss.
}

On this 18th day of December, 2019, before me, the undersigned notary public, personally appeared Gram Meadors, the Assistant Vice President Sourcing Operations of SBC TELECOM, INC., the managing member of SBC TOWER HOLDINGS LLC, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



(Use this space for notary stamp/seal)

Amy Michelle Monson
Notary Public

Print Name Amy Michelle Monson

My commission expires 7-11-2020

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American Tower Asset Sub II, LLC,
a Delaware limited liability company

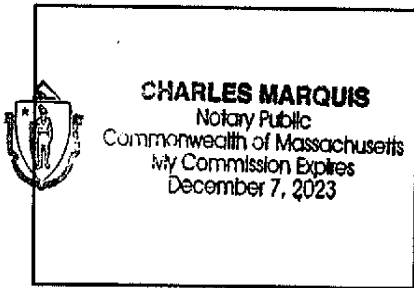
Witnesses:

By: _____
Name: _____
Title: RICHARD ROSSI
SENIOR VICE PRESIDENT
GENERAL COUNSEL US TOWER

Patrick McKeon
Name: Patrick McKeon
Natalie Casey
Name: Natalie Casey

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

On this 14 day of December, 2018, before me, the undersigned notary public, personally appeared Richard Rossi, of American Tower Asset Sub II, LLC, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



(Use this space for notary stamp/seal)

Charles Marquis
Notary Public
Print Name: Charles Marquis
My commission expires 12/7/23

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EXHIBIT A

Description of the Premises:

THAT PART OF LOT NINE IN KLEFSTAD'S INDUSTRIAL ADDITION TO HARWOOD HEIGHTS, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 20, 1955 AS DOCUMENT NO. 16242512, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 112.00 FEET OF SAID LOT 9, AS MEASURED ON THE EAST LINE OF SAID LOT 9 WITH THE WEST LINE OF SAID LOT 9; THENCE NORTH 87 DEGREES 45 MINUTES 30 SECONDS EAST ON SAID SOUTH LINE OF THE NORTH 112.0 FEET OF LOT 9, A DISTANCE OF 10.01 FEET TO THE INTERSECTION WITH A LINE 10.0 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF LOT 9 FOR THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 87 DEGREES 45 MINUTES 30 SECONDS EAST A DISTANCE OF 40.03 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 41.57 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 40.0 FEET TO A LINE 10.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 9;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ON SAID PARALLEL LINE, A DISTANCE OF 40.0 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ACCESS EASEMENT LEGAL DESCRIPTION:

THAT PART OF LOTS 9, 10, 11, AND 12 IN KLEFSTAD'S INDUSTRIAL ADDITION TO HARWOOD HEIGHTS, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 30, 1955 AS DOCUMENT NO. 16242515, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 112.0 FEET OF SAID LOT 9 AS MEASURED ON THE EAST LINE OF SAID LOT 9 WITH THE WEST LINE OF SAID LOT 9; THENCE NORTH 87 DEGREES 45 MINUTES 30 SECONDS EAST ON SAID SOUTH LINE OF THE NORTH 112.00 FEET OF LOT 9, A DISTANCE OF

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EXHIBIT A (Continued)

50.04 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 41.57 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 152.31 FEET TO A POINT OF CURVE;

THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 42.43 FEET ALONG THE CHORD OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 30.0 FEET, BEING TANGENT TO THE LAST DESCRIBED COURSE, AND HAVING AN ARC DISTANCE OF 47.12 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 448.16 FEET TO THE NORTH LINE OF WEST WILSON AVENUE;

THENCE NORTH 87 DEGREES 45 MINUTES 40 SECONDS EAST, A DISTANCE OF 15.01 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 447.57 FEET ALONG THE CHORD OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 45.0 FEET, BEING TANGENT TO THE LAST DESCRIBED COURSE, AND HAVING AN ARC DISTANCE OF 70.69 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 152.31 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 15.0 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT A (Continued)

Description of the Parent Parcel:

THE WEST 250.0 FEET (AS MEASURED ON THE SOUTH LINE THEREOF) OF THE FOLLOWING DESCRIBED LAND: LOT 9 (EXCEPT THE NORTH 112.0 FEET AS MEASURED ON THE EAST LINE THEREOF); LOTS 10, 11, AND THAT PART OF LOT 12 LYING NORTH OF AND ADJOINING THE NORTH LINE EXTENDED WEST OF WILSON AVENUE IN KLEFSTAD'S INDUSTRIAL ADDITION TO HARWOOD HEIGHTS, A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 13 TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN.