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Edward M. Moody
Cook County Recorder of Deeds
Date: 02/28/2019 11:08 AM Pg: 1 of 7

Prepared by:
Attorney Jennifer Ferguson
American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Attn: Land Management
ATC Site #: 303840
Site Name: Belmont & Austin

Prior Recording Reference: Instrument 031116290
Tax Parcel ID: 13-29-202-006

ADDRESS:
5845 W Belmont Avenue, Chicago, IL 60634

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 Holdings LLC, a Delaware limited liability company, with a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (FA# 10005129) ("**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 January 15, 1990 (the "**Ground Lease**"), by and between The Catholic Bishop of Chicago, a corporation sole of Illinois, 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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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

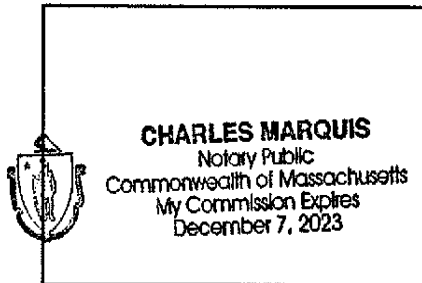
COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF MIDDLESEX)

) ss.

)

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:

PARENT PARCEL

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

ALL OF LOTS 79 AND 80 IN JOHNSON BROTHERS WESTFIELD ADDITION, BEING A RESUBDIVISION OF LOTS THREE AND SIX IN KING AND PATTERSON'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION TWENTY-NINE, TOWNSHIP FORTY NORTH, RANGE THIRTEEN EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (.45 ACRES±)

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EXHIBIT A (Continued)

LEASED PREMISES

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenants existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Attached to and made a part of that Memorandum of Sublease and Purchase Option between SBC Tower Holdings LLC ("Landlord"), and Southern Towers, Inc. ("Tenant") for that site identified as Site No. IL-0223:

The Premises is described and depicted as follows:

THAT PART OF LOTS 79 AND 80 IN JOHNSON BROTHERS WESTFIELD ADDITION TO CHICAGO, BEING A RESUBDIVISION OF LOTS THREE AND SIX IN KING AND PATTERSON'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION TWENTY-NINE, TOWNSHIP FORTY NORTH, RANGE THIRTEEN EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 79;

THENCE NORTH 89°40'31" WEST, BEING AN ASSUMED BEARING, ON THE SOUTH LINE OF SAID LOTS 79 AND 80, A DISTANCE OF 40.0 FT.;

THENCE NORTH 0°00'00" EAST ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 79, A DISTANCE OF 40.0 FT.;

THENCE SOUTH 89°40'31" EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOTS 79 AND 80, A DISTANCE OF 40.0 FT. TO THE EAST OF SAID LOT 79;

THENCE SOUTH 0°00'00" WEST ON THE EAST LINE OF SAID LOT 79, A DISTANCE OF 40.0 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

INGRESS/EGRESS & UTILITY EASEMENT DESCRIPTION:

THAT PART OF LOTS 79, 80, 81, 82, 83 AND 84 AND ALL THAT PART OF THE VACATED ALLEY LYING SOUTHERLY OF AND ADJACENT THERETO ACCORDING TO DOCUMENT NO. 15678178 ALL IN JOHNSON BROTHERS WESTFIELD ADDITION, BEING A RESUBDIVISION OF LOTS THREE AND SIX IN KING AND PATTERSON'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION TWENTY-NINE, TOWNSHIP FORTY NORTH, RANGE THIRTEEN EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 79; THENCE NORTH 89°40'31" WEST, BEING AN ASSUMED BEARING, ON THE SOUTH LINE OF SAID LOTS 79 AND 80, A DISTANCE OF 40.0 FT. TO THE POINT OF BEGINNING,

THENCE NORTH 0°00'00" EAST ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 79, A DISTANCE OF 40.0 FT.;

THENCE NORTH 89°40'31" WEST, ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOTS 80 AND 81 A DISTANCE OF 16.0 FT.;

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EXHIBIT A (Continued)

THENCE SOUTH 0°00'00" WEST ON A LINE PARALLEL WITH EAST LINE OF SAID LOT 79, A DISTANCE OF 40.0 FT. TO THE SOUTH LINE OF SAID LOT 81;

THENCE NORTH 89°40'31" WEST, ON THE SOUTH LINE OF SAID LOTS 81, 82, 83, AND 84 A DISTANCE OF 101.24 FT. TO THE SOUTHWEST CORNER OF SAID LOT 84;

THENCE SOUTH 0°00'00" WEST ON THE WEST LINE OF SAID LOT 84 EXTENDED SOUTHERLY A DISTANCE OF 16.00 FT.;

THENCE SOUTH 89°40'31" EAST ON THE NORTH LINE OF LOT 184, SAID LINE BEING THE SOUTH LINE OF SAID VACATED ALLEY, A DISTANCE OF 117.24 FT.;

THENCE NORTH 0°00'00" EAST ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 79 A DISTANCE OF 16.00 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.