



Doc# 2007925005 Fee \$93.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/19/2020 10:44 AM PG: 1 OF 4

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Prepared by Jason Catalini  
TCO IV LLC  
Attn: GRPP Department  
5000 Valleystone Drive, Suite 200  
Cary, NC 27519  
919-653-5700

Return to:  
TCO IV LLC  
Attn: GRPP Department  
5000 Valleystone Drive, Suite 200  
Cary, NC 27519  
919-653-5700

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE  
[AS TO LESSOR'S INTEREST]

TowerCo Site ID: IL0285

Tax Parcel ID: 04-16-300-008-0000

Address: 2705 Techny Road, Northbrook, Cook County, IL

Assignor: NORTH SUBURBAN YOUNG MEN'S CHRISTIAN ASSOCIATION, an Illinois not-for-profit corporation, with an address of 2705 Techny Road, Northbrook, IL 60062

Assignee: TCO IV LLC, a Delaware limited liability company, with an address of 5000 Valleystone Drive, Suite 200, Attn: GRPP Legal Dept, Cary, NC 27519

This instrument ("Assignment") is made and entered into as of the latter of the signature dates below ("Transfer Date") by Assignor to Assignee.

Preliminary Statement:

- A. Assignor owns the real property described on Exhibit A hereto (the "Property").
- B. Pursuant to that certain Letter Agreement dated as of November 4, 2019 by and between Assignor and Assignee (the "Purchase Agreement"), Assignor is granting to Assignee (i) a

S Y  
P 7  
S N  
M Y  
SC Y  
E Y  
INT DR

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perpetual, exclusive easement in and to a portion of the Property more particularly described in the Purchase Agreement and (ii) a perpetual, non-exclusive easement in and to portions of the Property more particularly described in the Purchase Agreement (collectively, the “**Easements**”).

- C. In connection with the Purchase Agreement, and except as otherwise provided herein, Assignor is assigning to Assignee all of Assignor’s right, title, claim and interest in, to and under the Ground Lease more particularly described on Exhibit B attached hereto (the “**Ground Lease**”) with respect to the Property.

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

## 1. ASSIGNMENT.

Assignor hereby assigns, sells, transfers, conveys, grants and delivers to Assignee and Assignee’s successors and assigns, all of Assignor’s right, title, claim and interest in, to and under: (a) the Ground Lease, and (b) any and all security deposits retained by the landlord under the Ground Lease, (collectively, the “**Assigned Lease Interests**”). Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors, officers and the Assigned Lease Interests from and against any and all claims, damages, losses, liabilities, obligations, demands, defenses, judgments, suits, proceedings, disbursements and expenses, including reasonable attorneys’ fees and costs (including those related to appeals) of any nature whatsoever (collectively, “**Losses and Liabilities**”) arising out of or in any way related to the Assigned Lease Interests accruing prior to the Transfer Date, or which arise out of or are in any way related to the Assigned Lease Interests on or after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date, except any losses and Liabilities caused by Assignee, affiliates of Assignee, or the employees, agents or contractors of either of Assignor or affiliates of Assignor.

## 2. ACCEPTANCE OF ASSIGNMENT.

Assignee hereby accepts the foregoing assignment, sale, transfer, conveyance, grant and delivery of the Assigned Lease Interests and assumes all of Assignor’s obligations under the Assigned Lease Interests which arise or relate to the period on or after the Transfer Date. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their respective agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Assigned Lease Interests on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Assigned Lease Interests accruing on or after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date, or any Losses caused by Assignor or its affiliates, tenants, contractors, or employees.

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3. BINDING EFFECT/ASSIGNMENT.

This Assignment will be binding upon, and will inure to the benefit of, Assignor, Assignee and their respective successors and assigns, and shall run with the lands affected thereby. Assignee may freely assign its rights under this Assignment upon written notice to Assignor, and thereupon Assignee shall be released of all liability hereunder, provided that the new assignee agrees to assume all of the obligations of this Assignment in writing.

4. GOVERNING LAW.

This Assignment will be governed by and construed and enforced in accordance with the internal laws of the State where the Property is located.

5. COUNTERPARTS.

This Assignment may be executed by original signature in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6. PURCHASE AGREEMENT.

Nothing contained in this Assignment will be deemed or construed as relieving Assignor or Assignee of their respective duties and obligations under the Purchase Agreement. Notwithstanding anything to the contrary, the Assigned Lease Interests do not include any obligations in the Ground Lease that cannot by their nature be performed by Assignee, and may only be performed by the owner of the fee interest in the portion of the Property that is not included in the Easements, such as, without limitation, the obligation to obtain a subordination or non-disturbance agreement from any lender or lienholder in the interest of Assignor in the Property, or the obligations of the Assignor to grant or cooperate with zoning or other land use approvals. Additionally, the Assigned Lease Interests do not include any obligation to pay real property taxes (except as otherwise provided in the Easement Agreement) or the obligation to compensate the tenant under the Ground Lease for any damages caused to it by the Assignor or its affiliates, tenants, contractors, guests, employees or invitees.

7. NOTICES AND CONSENTS.

Each party shall sign and give such notices and consents as shall be necessary to confirm the provisions of this Assignment to any other persons having rights or obligations under the Ground Lease, as the other may request from time to time, and each party shall execute and deliver to the other such agreements as the other may reasonably require to make this Assignment effective.

8. RECORDING.

This Assignment may be filed and/or recorded in the appropriate public record.

THIS ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.



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**ASSIGNOR:**

North Suburban Young Men's Christian Association, an Illinois not-for-profit corporation

By: Howard Schultz  
Name: Howard Schultz  
Title: President/CEO  
Date: 11/13/19

**ASSIGNOR ACKNOWLEDGMENT**

STATE OF Illinois )  
 ) ss:  
COUNTY OF Cook )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November, 2019, by Howard Schultz, President/CEO of North Suburban Young Men's Christian Association an Illinois not-for-profit corporation, on behalf of the corporation.

Given under my hand and official seal, this the 13<sup>th</sup> day of November, 2019.

Barbara L. Savino  
Notary Public  
Print Name Barbara L. Savino  
My commission expires: 10/3/2022



RECORDER OF DEEDS  
COOK COUNTY  
CLERK'S OFFICE

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Exhibit A

Property

THE EAST 289.0 FEET OF THE WEST 816.0 FEET OF THE SOUTH 452.55 FEET OF THE NORTH 485.55 FEET OF LOT 12 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ASSESSORS PARCEL NUMBER:

04-16-300-000-0000

Property of Cook County  
RECORDER OF DEEDS  
COOK COUNTY  
Clerk's Office

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## Exhibit B

### Ground Lease Description

That certain Option and Lease Agreement (“Ground Lease”) dated January 29, 2015, as amended by that First Amendment to Option and Lease Agreement dated February 15, 2015, as further amended by that Second Amendment to Option and Lease Agreement dated June 9, 2015, as further amended by that Third Amendment to Option and Lease Agreement dated September 25, 2015, as further amended by that Fourth Amendment to Option and Lease Agreement dated March 18, 2016, as further amended by that Fifth Amendment to Option and Lease Agreement dated July 20, 2016, as further amended by that Sixth Amendment to Option and Lease Agreement dated April 5, 2017, between North Suburban Young Men’s Christian Association, an Illinois not-for-profit corporation (“Landlord”) and TowerCo IV LLC (successor in interest to New Cingular Wireless PCS, LLC) (“Tenant”) for a portion of the “Property” described in Exhibit A above, as such area is more particularly identified in the Ground Lease.

### Recording Information, if any, set forth below:

- Recorded Memorandum of Lease dated December 18, 2013 and recorded on April 9, 2014 as Instrument Number 1409955047 of the official records of Cook County, Illinois.
- Recorded Assignment of Lease Agreement dated January 29, 2015 and recorded on July 22, 2015 as Instrument Number 1520339104 of the official records of Cook County, Illinois.
- Recorded Assignment and Assumption of Ground Lease Agreement dated January 4, 2016 and recorded on January 15, 2016 as Instrument Number 1601539039 of the official records of Cook County, Illinois.
- Recorded Amendment to Memorandum of Lease dated March 18, 2016 and recorded on March 29, 2016 as Instrument Number 160915020 of the official records of Cook County, Illinois.

RECORDED OF DEEDS  
COOK COUNTY

Cook County Clerk's Office