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This document prepared by:

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Doc# 2101328044 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/13/2021 12:44 PM PG: 1 OF 7

After recording return to:

WHEN RECORDED RETURN TO:

OLD REPUBLIC TITLE
ATTN: POST CLOSING (2)
530 SOUTH MAIN STREET
SUITE 1031
AKRON, OH 44311
01-20053404

ASSIGNMENT AND ASSUMPTION OF PCS SITE AGREEMENT

See Exhibit "A" for Legal Description, Tax Parcel Identification Number, and Address

THIS ASSIGNMENT AND ASSUMPTION OF PCS SITE AGREEMENT (this "Assignment") is made this 28 day of December, 2020, by and between **WOR/WIL CORP.**, an Illinois corporation ("Assignor"), whose address is 420 Canterbury Ct., Hinsdale, Illinois 60521, and **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company ("Assignee"), whose mailing address is 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS:

WHEREAS, Assignor, as lessor, and **STC Two LLC**, a Delaware limited liability company ("STC Two"), as lessee, are the current parties to that certain PCS Site Agreement dated May 8, 1998, with a commencement date of May 8, 1998, originally by and between Assignor, as the lessor, and **SprintCom, Inc.**, a Kansas corporation ("Sprint"), as the original lessee (the "Lease"), a memorandum of which was recorded on July 2, 1998 as Document Number 98567272 with the Cook County Recorder of Deeds, whereby Assignor leased certain land located in Cook County, Illinois to Sprint, together with access and utility easements, for the operation of a telecommunications facility;

WHEREAS, the Lease was amended by that certain Amendment to PCS Site Agreement dated as of April 23, 2004, that certain Second Amendment to PCS Site Agreement dated as of December 31, 2004, that certain First Amendment of PCS Site Agreement dated as of September 9, 2005, memoranda of which were recorded on February 27, 2006 as Document Number 0605815001 with the Cook County Recorder of Deeds and on October 19, 2006 as Document Number 0629222091 with the Cook County Recorder of Deeds, and that certain Third Amendment to PCS Site Agreement dated as of June 9, 2008, a memorandum of which was recorded on September 26, 2008 as Document Number 0827015118 with the Cook County Recorder of Deeds;

WHEREAS, **STC Two** is the successor in interest to **Sprint** under the Lease;

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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 thereof; and

WHEREAS, the Lease pertains to portions of the certain real property more particularly described on Exhibit "A" attached hereto and incorporated herein by this 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 are hereby acknowledged, the parties hereto agree as follows:

1. The Recitals hereinabove are true and correct and are incorporated herein by this reference.
2. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Lease, together with any amendments to the Lease, and Assignee hereby assumes and agrees to perform all of 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 instrument and to assign the Lease to Assignee. Assignor covenants that it is the lawful owner of the lessor's interest in the Lease and that no other party has any interest in or claim against the lessor'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.

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

[Signatures begin on the following page]

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**COOK COUNTY
RECORDER OF DEEDS**

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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:

WOR/WIL CORP.,
an Illinois corporation

By: Daniel S Williams

Name: DAVID S WILLIAMS

Its: SECRETARY

Date: DECEMBER 28 2020

ACKNOWLEDGEMENT

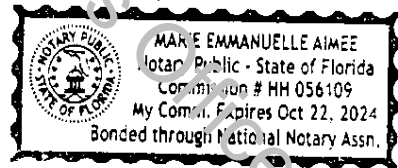
STATE OF Florida)
)
COUNTY OF LEE) SS

On this, the 28 day of December, 2020, before me, the undersigned Notary Public, personally appeared David S Williams, who acknowledged him/herself to be the Secretary of Wor/Wil Corp., an Illinois corporation, and that he/she, being authorized to do so, executed the foregoing Assignment and Assumption of PCS Site Agreement for the purposes therein contained. By means of physical presence and produced an Illinois DRIVER'S license as identification

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

Marie Emmanuelle Amiee

Notary Public, State of Florida, County of Lee
My Commission Expires: October 22, 2024



[SEAL REQUIRED]

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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:

WOR/WIL CORP.,
an Illinois corporation

By: Carole Worth

Name: CAROLE WORTH

Its: PRESIDENT

Date: 12/28/2020

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ACKNOWLEDGEMENT

STATE OF Florida)
) SS
COUNTY OF Palm Beach)

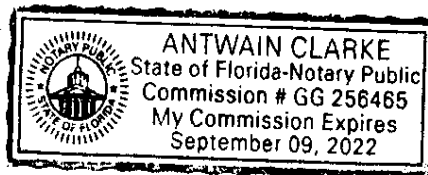
On this, the 28 day of December, 2020, before me, the undersigned Notary Public, personally appeared WOR/WIL CORP./Carole Worth who acknowledged him/herself to be the President of Wor/Wil Corp., an Illinois corporation, and that he/she, being authorized to do so, executed the foregoing Assignment and 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 Florida, County of Palm Beach
My Commission Expires: 9-9-2022

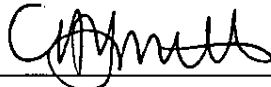
[SEAL REQUIRED]



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ASSIGNEE:

CROWN CASTLE TOWERS 09 LLC,
a Delaware limited liability company

By: 

Name: Helen V. Smith

Its: Director National RE Ops

Date: 12/29/2020

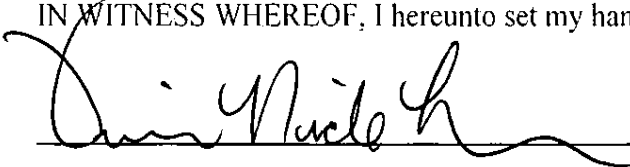
Property of Coos County Clerk's Office

ACKNOWLEDGEMENT

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

On this, the 29 day of December, 2020, before me, the undersigned Notary Public, personally appeared Helen V. Smith, who acknowledged him/herself to be the Director National RE Ops 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.

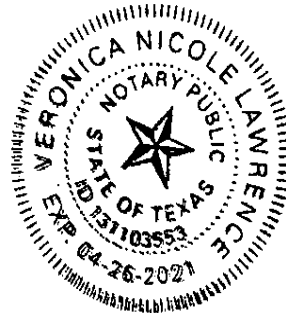
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public, State of Texas, County of Harris

My Commission Expires: 4-26-2021

[SEAL REQUIRED]



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EXHIBIT "A"

SUBJECT PROPERTY

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

Lots 1 and 2, except the South 75 feet thereof, in Block 13 in West Chicago Land Company's Subdivision of the South 1/2 of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Tax Parcel Identification Number: 16-10-408-032-0000

Common Address: 4301 W. Lake Street, Chicago, Illinois 60624

Property of Cook County Clerk's Office