



Doc# 2111904055 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 04/29/2021 12:15 PM PG: 1 OF 7

Prepared by:  
American Tower Corporation  
Attorney Amber Ahearn  
10 Presidential Way  
Woburn, MA 01801  
ATC Site Name: Des Plaines  
ATC Site Number: 303860

Prior Recording Reference: Document 0915231109  
Tax Parcel ID: 09-21-205-008-8001, 09-21-205-008-8002

**ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT**

This Assignment and Assumption of Lease Agreement (this "**Agreement**") is made and entered into effective as of June 30, 2020, (the "**Effective Date**"), by and between SBC Tower Holdings LLC, a Delaware limited liability company, with a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (FA# 10005053) ("**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**").

**Recitals**

A. Pursuant to the terms of that certain Lease and Sublease, dated December 14, 2000, by and among SBC Tower Holdings LLC, for itself and as agent for the SBC Group, SBC Wireless, LLC, as Guarantor, Southern Towers, Inc., and SpectraSite Holdings, Inc., as Guarantor, as amended (the "**Purchase Agreement**"), Assignor is transferring certain of the Sites (as defined in the Purchase Agreement) to Assignee.

B. Assignor is the current lessee under that certain Lease Agreement, dated August 31, 2014 (the "**Ground Lease**"), by and between City of Des Plaines, as landlord, and Assignor, as tenant, relating to a parcel of real property in Cook County, Illinois, as more particularly described in **Exhibit A** and 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

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and assume Assignor's rights and obligations under the Ground Lease.

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 Agreement; 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 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

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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 Agreement 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 Agreement 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.

[Signatures appear on the following pages.]

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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**

By: NCWPCS MPL Holdings, LLC

Its: Managing Member

By: [Signature]

Name: Gram Meadors

Title: AVP Sourcing Operations

Witnesses:

[Signature]

Name: Nellie Sabbari

[Signature]

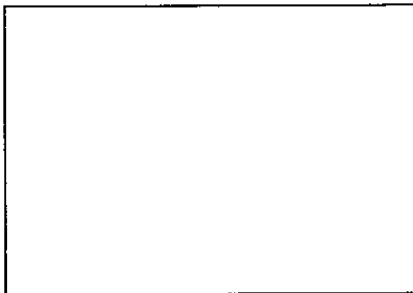
Name: Laurent Meador

STATE OF Georgia

COUNTY OF DeKalb

}  
} ss.  
}

On this 24 day of June, 2020, before me, the undersigned notary public, personally appeared Gram Meadors, the Assistant Vice President Sourcing Operations of NCWPCS MPL HOLDINGS, LLC, 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.

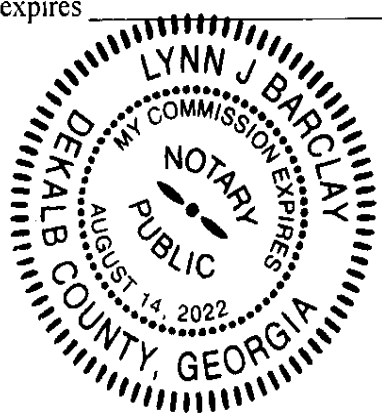


(Use this space for notary stamp/seal)

[Signature]  
Notary Public

Print Name Lynn J. Barclay

My commission expires \_\_\_\_\_



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**AMERICAN TOWER ASSET SUB II, LLC**  
a Delaware limited liability company

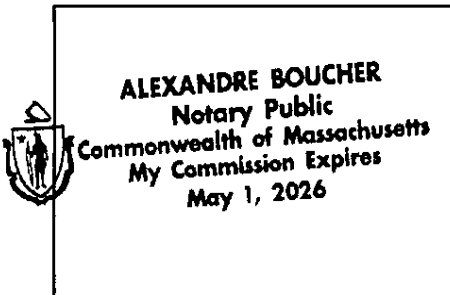
Witnesses:

By: *[Signature]*  
Name: Daniel Broe  
Title: Senior Counsel

*[Signature]*  
Name: Michael J. Rymarczuk  
*[Signature]*  
Name: Daniel Dasjernes

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.  
COUNTY OF MIDDLESEX )

On this 24<sup>th</sup> day of June, 2020, before me, the undersigned notary public, personally appeared Daniel Broe Senior Counsel 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)

*[Signature]*  
Notary Public  
Print Name: Alexandre Boucher  
My commission expires May 01, 2026

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## EXHIBIT A

### Description of the Premises

#### Parent Parcel:

Lot 8 in County Clerk's Division of unsubdivided land in the North West quarter and the West half of the North East quarter of Section 21, Township 41 North, Range 12, East of the Third Principal Meridian, including Lots 166 to 167 of the Original Town of Rand according to the plat of said County Clerk's Division recorded in the Recorder's Office of Cook County, Illinois, on the 12th day of September, 1835 in book 62 of Plats, Page 20, in Cook County, Illinois.

ID= 09-21-200-001

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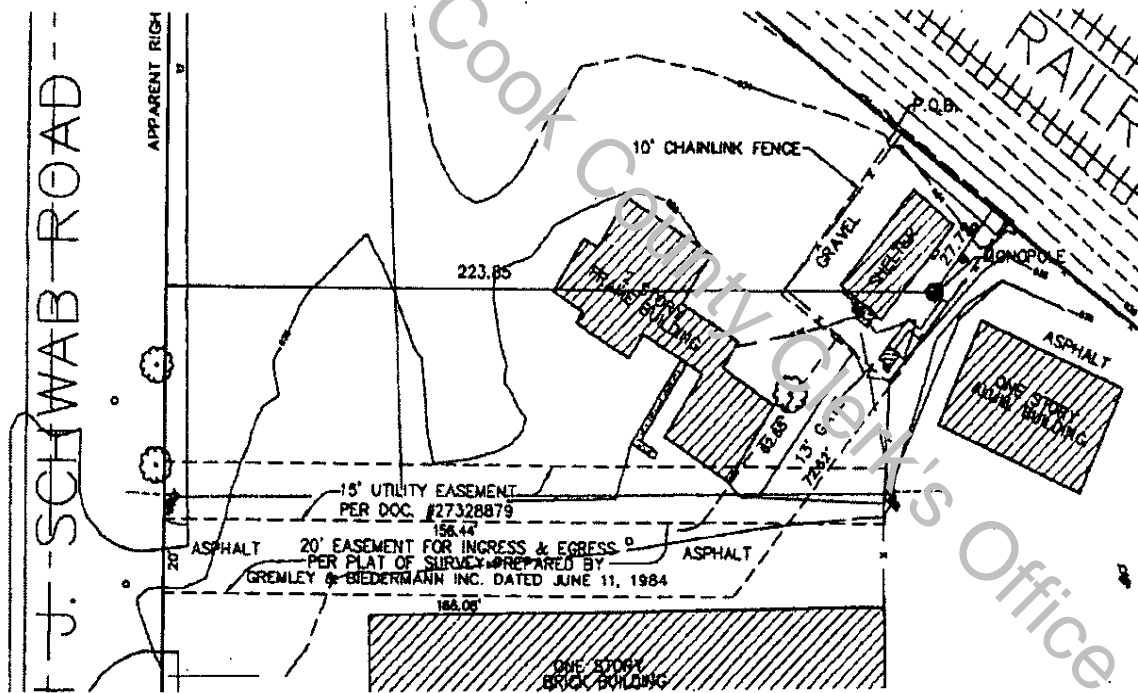
Property of Cook County Clerk's Office

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## EXHIBIT A - Continued

Leased Premises:

THAT PART OF LOT 8 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LAND IN THE NORTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE APPARENT SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD AND THE APPARENT EAST RIGHT OF WAY LINE OF JOSEPH J. SCHWAB ROAD; THENCE SOUTHERLY ALONG SAID APPARENT SOUTHERLY RIGHT OF WAY LINE OF CHICAGO AND NORTHWESTERN RAILROAD, 264.71 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY OF CHICAGO AND NORTHWEST RAILROAD SOUTH 53 DEGREES 18 MINUTES 50 SECONDS EAST, 40.00 FEET; THENCE SOUTH 36 DEGREES 41 MINUTES 10 SECONDS WEST; 55.00 FEET; THENCE NORTH 53 DEGREES 18 MINUTES 50 SECONDS WEST, 40.00 FEET; THENCE NORTH 36 DEGREES 41 MINUTES 10 SECONDS EAST, 55.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2200.00 SQUARE FEET, ALL IN COOK COUNTY, ILLINOIS.



(End)