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Doc#: 2121001149 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 07/29/2021 06:23 AM Pg: 1 of 8

Prepared by and Return To:

Attorney N. Jeanette Robinson
American Tower Corporation
10 Presidential Way
Woburn, MA 01801
ATC Site No. 303978
ATC Site Name: South Holland
Tax Parcel ID Number(S): 29-16-205-184-0000, 29-16-205-185-0000,
29-16-205-124-0000
Prior Recording References: Cook County, Illinois
Doc. 2026834109 and 2026834110

MEMORANDUM OF ASSIGNMENT

This MEMORANDUM OF ASSIGNMENT ("**Memorandum**") is entered into on the 16th day of July, 2021 by and between TP, IV, LLC, a Delaware limited liability company, ("**Assignor**"), and American Tower Asset Sub II, LLC, a Delaware limited liability company, ("**Assignee**") (Assignor and Assignee are sometimes referred to collectively as, the "**Parties**").

NOTICE is hereby given of the following:

- Property.** Chicago Title Land Trust Company, f/k/a American National Bank and Trust Company of Chicago, as Trustee under the provisions of a certain Trust Agreement dated September 27, 1971 and known as Trust Number 30738 ("**Owner**") is the owner of certain real property being described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Property**").
- Easement.** Owner and Assignor entered into that certain Easement Agreement dated June 18, 2020 between Assignor (as Grantee thereunder) and Owner (as Grantor thereunder) recorded on September 24, 2020 as Document Number 2026834109 with the records of Cook County, Illinois (the "**Easement**"), pursuant to which Owner conveyed to Assignor: (a) a ninety-nine (99) year exclusive easement in and to that portion of the Property more particularly described on **Exhibit "B"** attached hereto and by this reference made a part hereof (the "**Exclusive Easement Area**") for the transmission and reception of wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of a communications tower and related equipment and facilities; and (b) a ninety-nine (99) year non-exclusive easement in and to that portion of the Property more particularly described on **Exhibit "C"** attached hereto and by this reference made a part hereof (the "**Access and Utility Easement Area**") for ingress and egress to and from the Exclusive Easement Area and for the installation, repair, replacement, improvement, maintenance and removal of utilities providing service thereto.

Site No: 303978
Site Name: South Holland

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3. **Assignment of Lease.** Pursuant to the Easement and Assignment of Lease dated June 18, 2020 between Assignor (as Assignee thereunder) and Owner (as Assignor thereunder) recorded on September 24, 2020 as Document Number 2026834110 with the records of Cook County, Illinois, Assignor was conveyed all of Owner's beneficial interest in a certain Site Agreement No. 209 dated May 13, 1991 between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated September 27, 1971 and known as Trust Number 30738 and Sheldon F. Simborg, as collectively as original lessor, and Southwestern Bell Mobile Systems, Inc. d/b/a Cellular One-Chicago, as original lessee, (as the same may have been amended from time to time, the "**Lease**"), all as more particularly described in the Easement and Assignment of Lease.

4. **Assignment Agreement.** Assignor and Assignee are parties to a certain Assignment of Telecommunication Easement and Lease dated on or about the date of this Memorandum (the "**Assignment Agreement**"), pursuant to which Assignor has assigned to Assignee, and Assignee has assumed from Assignor, all of Assignor's right, title and interest in and to the Easement and Assignment of Lease as more particularly described in the Assignment Agreement. Also pursuant to the Assignment Agreement, Assignor has assigned to Assignee and Assignee has assumed from Assignor, all of Assignor's right, title and interest in and to the Lease including, without limitation, all amounts due and payable thereunder, also as more particularly described in the Assignment Agreement.

5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Assignment Agreement. In the event of a conflict between this Memorandum and the Assignment Agreement, the Assignment Agreement shall control. Assignor hereby grants the right to Assignee to complete and execute on behalf of Assignor any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Assignor at: Six Concourse Parkway, Suite 1450, Atlanta, GA 30328; To Assignee at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801 with copy to: Attn: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Property is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

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[SIGNATURES FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

ASSIGNOR:

WITNESSES:

TPA IV, LLC,
a Delaware limited liability company

Signature: [Signature]
By: Jesse M. Wellner
Its: CEO
Date: 3/11/21

Signature: [Signature]
Print Name: Natalie Deiters

Signature: [Signature]
Print Name: James R. Nethercraft

Property of Cook County Notary Public's Office

WITNESS & ACKNOWLEDGMENT

State of Georgia

County of Fulton

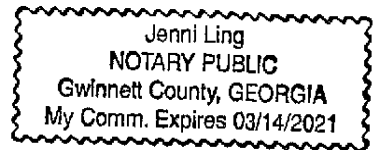
On March 11, 2021, before me, the undersigned Notary Public, personally appeared Jesse M. Wellner, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Signature]
Notary Public

My Commission Expires: 3-14-2021
Acting in Fulton County

{Seal}



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ASSIGNEE:

WITNESSES:

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

Signature: *Carol Maxime*
By: Carol Maxime
Its: _____
Date: Senior Counsel, US Tower
7/16/2021

Signature: _____
Print Name: *Aradhya*
Signature: _____
Print Name: _____

Property of Cook County Clerk's Office

WITNESS & ACKNOWLEDGMENT

Commonwealth of Massachusetts

County of Middlesex

On this the 16th day of July, 2021, before me, the undersigned Notary Public, personally appeared Carol Maxime, Senior Counsel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Bich Ngoc Gina Thi Nguyen
Notary Public
My Commission Expires: _____

{Seal}



Attachments:

- Exhibit "A" – Property
- Exhibit "B" – Exclusive Easement Area
- Exhibit "C" – Access and Utility Easement Area

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EXHIBIT A – Property

Lot 3 and Outlot "B" in Simborg's College Industrial Park Subdivision, a subdivision of the North 300.00 feet of Lots D, E, F and G of Owner's Subdivision (a subdivision of two tracts of land in Sections 9 and 16 in Township 36 North, Range 14 East of the Third Principal Meridian) and the North 33.00 feet of Lot 3 of Subdivision of the East 10 acres of Lot 2 in School Trustee's Subdivision (a subdivision of said Section 16) in Cook County, Illinois.

APNs: 29-16-205-124-0000, 29-16-205-184-0000, 29-16-205-185-0000

This being the same property conveyed to American National Bank and Trust Company of Chicago, Trustee under the provisions of a certain Trust Agreement, dated September 27, 1971, and known as Trust No. 30738 from Eve Packer by deed dated November 25, 1971 and recorded January 20, 1972 in Inst. 21783063 and the same property conveyed to American National Bank and Trust Company of Chicago, Trustee under the provisions of a certain Trust Agreement, dated September 27, 1971, and known as Trust No. 30738 from Sheldon F. Simborg, a married man, by deed dated December 16, 1985 and recorded December 19, 1985 in Inst. 85330853.

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EXHIBIT B – Exclusive Easement Area

In the event of a discrepancy between the area actually occupied by the Telecom Tenant equipment and the area described below, the described area shall be understood to also include any portion of the actual used area not captured by the description or as may have been granted to the Telecom Tenant that is currently outlined in the Telecom Tenant Lease(s) referenced in Exhibit B. Grantor or Grantee may elect to engage a professional surveyor, the product of which may be substituted upon the other party's acceptance for the contents herein. The part of the Parent Property described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used and leased by Grantor as the existing lease area under the Telecom Tenant Lease(s) including but not limited to follows:

EXCLUSIVE EASEMENT PARCEL

THAT PART OF OUTLOT B AND LOT THREE IN SIMBORG'S COLLEGE INDUSTRIAL PARK SUBDIVISION, A SUBDIVISION OF THE NORTH 300.0 FT. OF LOTS D, E, F AND G OF OWNERS SUBDIVISION (A SUBDIVISION OF TWO TRACTS OF LAND IN SECTIONS NINE AND SIXTEEN IN TOWNSHIP THIRTY-SIX NORTH RANGE FOURTEEN EAST OF THE THIRD PRINCIPAL MERIDIAN), AND THE NORTH 33.0 FT. OF LOT THREE OF SUBDIVISION OF THE EAST 10.0 ACRES OF LOT TWO IN SCHOOL TRUSTEES SUBDIVISION (A SUBDIVISION OF SAID LOT SIXTEEN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 6, 1970 AS DOCUMENT NO. 21053226. BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID OUTLOT "B" THENCE NORTH 0°0'0" EAST, BEING AS ASSUMED BEARING ON THE WEST LINE OF SAID OUTLOT "B" A DISTANCE OF 56.79 FT.; THENCE NORTH 90°00'00" EAST ON A LINE PERPENDICULAR TO SAID WEST LINE A DISTANCE OF 43.0 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 90°00'00" EAST A DISTANCE OF 26.85 FEET, TO THE WEST FACE OF A ONE STORY BRICK COMMERCIAL BUILDING; THENCE NORTH 00°00'44" WEST ON SAID BUILDING LINE A DISTANCE OF 50.0 FEET THENCE SOUTH 90°00'00" WEST ON A LINE PERPENDICULAR TO SAID WEST LINE A DISTANCE OF 26.84 FEET; THENCE SOUTH 00°00'00" WEST ON A LINE PARALLEL WITH THE WEST LINE OF SAID OUTLOT B, A DISTANCE OF 50.0 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Expanded Easement Area

That certain additional lease area measuring the equivalent total of up to two hundred fifty (250) square feet of the Parent Property to be determined by the telecommunications tenant collaborating on that certain telecommunications tower within the existing Telecom Tenant exclusive easement parcel described above with such location approved by the Grantor and Secured Party, in writing, such approval not to be unreasonably withheld, conditioned or delayed.

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EXHIBIT C – Access and Utility Easement Area

All existing utility and access easements from Exclusive Easement Area to public right of way including but not limited to:

The part of the Parent Property, described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used by utility providers and leased by Grantor as the lease area under the Telecom Tenant Lease(s) including but not limited as follows:

Utilities and Telecommunications. Grantee is herein granted, consistent with the Telecom Tenant Lease(s), a non-exclusive easement in, to, under and over the portions of the Parent Property for ingress and egress to the Easement Area, shaft ways, chase ways, soffits, risers, columns, crawl spaces, rafters, or any other space for placement of cables, wiring, etc., which is necessary to install, operate and maintain the telecommunications equipment and/or personal property, together with the right to use such easement for the development, repair, maintenance and removal of utilities and/or cables providing service to the Easement and any related activities and uses.

Access. Grantee is herein granted, consistent with the Telecom Tenant Lease(s), all rights of ingress and egress to and from the Easement, across the Parent Property described in Exhibit A hereto, providing access to a publicly dedicated roadway, along with the right to use such access easement for the development, repair, maintenance and removal of utilities providing service to the Easement and any related activities and uses.