

# UNOFFICIAL COPY



\*2208334067D\*

Doc# 2208334067 Fee \$93.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/24/2022 12:50 PM PG: 1 OF 6

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/Danielle Fiorentino, Esq.  
ATC Site No: 303883/203242  
ATC Site Name: Indianhead Park/Indianhead Park G  
Assessor's Parcel No(s): 15-19-402-015-0000

**Prior Recorded Lease Reference:**

Book \_\_\_\_\_ Page \_\_\_\_\_  
Document No: 87623625  
State of Illinois  
County of Cook

**Send Tax Bill to:**

American Tower  
Attention: Property Tax  
P.O. Box 723597  
Atlanta, GA 31139

Return To:  
**Tower Title & Closing**  
18 Imperial Place  
Providence, RI 02903

STATE OF ILLINOIS  
COUNTY OF COOK

REAL ESTATE TRANSFER TAX		10-Mar-2022
COUNTY:	ILLINOIS:	350.00
	ILLINOIS:	700.00
	TOTAL:	1,050.00

18-19-402-015-0000 | 23210901689250 | 2-069-599-632

**SPECIAL WARRANTY DEED**

THIS DEED is made on this 29<sup>th</sup> day of November, 2021, by and between Tower Services, Inc., an Illinois corporation (hereinafter referred to as "Grantor") and American Tower Assoc Sub II, LLC, a Delaware limited liability company (herein after referred to as "Grantee").

**RECITALS**

WHEREAS, Grantor currently leases or subleases to Grantee all or a portion of the Property (as defined below) pursuant to the terms of that certain Site Agreement - #45 - Indian Head Park dated October 28, 1987 (as the same may have been amended from time to time, the "Lease"), which Lease is memorialized in a document recorded as Document Number 87623625 with the records of Cook County, Illinois; and

WHEREAS, Grantor also granted certain easements over all or a portion of the Property to Grantee pursuant to the terms of that certain Easement Agreement dated April 9, 2012 (as the same may have been amended from time to time, the "Easement"), which Easement is recorded as Document Number 1217419067 with the records of Cook County, Illinois; and

Handwritten signatures and initials on the right side of the page.

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**WHEREAS**, Grantor hereby intends to convey to Grantee and Grantee intends to receive from Grantor, all of Grantor's right, title and interest in the Property; and

**WHEREAS**, in addition to the conveyance of the Property herein, Grantor desires to assign to Grantee all of its right, title, and interest under the Lease and the Easement, including Grantor's right to collect any rent or other consideration thereunder, and Grantee desires to assume such right, title, and interest under the Lease and the Easement.

**NOW THEREFORE**, the parties agree as follows:

**THAT GRANTOR**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid by Grantee to Grantor and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, deed and convey to the said **GRANTEE** with warranty covenants, all that tract or parcel of land lying and being in Cook County, Illinois and being more particularly described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Property**"), together with, to the extent applicable, any of Grantor's right, title and interest in the telecommunications tower and other related improvements situated upon the Property and any fixtures, systems and facilities owned by the Grantor which serve the same and are located on the Property.

Grantor, for itself and its heirs, hereby covenants with Grantee, its heirs and assigns, that Grantor is lawfully seized in fee simple of the above described Property; that it has a good right to convey, that the Property is free from all encumbrances; that the Grantors and its heirs, and all persons acquiring any interest in the Property granted, through or for Grantor, will, on demand of Grantee, or its heirs or assigns, and at the expense of Grantee, its heirs or assigns, execute any instrument necessary for the further assurance of the title to the Property that may be reasonably required; and that Grantor and its heirs will forever warrant and defend all of the Property so granted to Grantee, its heirs, against every person lawfully claiming the same or any part thereof.

Effective as of the day and year first written above, Grantor hereby assigns, transfers, and sets over unto Grantee all of the right, title and interest of Grantor in, to and under the Lease and the Easement. Grantee hereby assumes and accepts the foregoing assignment and assumes and agrees to keep, observe and perform all of the terms, covenants, agreements, conditions and obligations of the Lease and the Easement on the part of the Grantor to be kept, observed and performed with the same force and effect as if the Grantee instead of Grantor had originally signed the Lease and the Easement. Grantor hereby acknowledges that there currently exists no default under the Lease and the Easement, and no conditions exist that, with the passage of time, would constitute defaults under the Lease and the Easement. Grantor hereby agrees to indemnify and agrees to hold Grantee and its affiliates, subsidiaries, related corporations, related partnerships, officers, directors, employees, and agents harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) arising out of or related to the Lease and the Easement which relate to any period prior to the date of this assignment.

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This conveyance is subject to (i) current state and county ad valorem real property taxes not due and payable as of the latter signature date hereof; (ii) easements for the maintenance of public utilities that serve only the Property and that do not adversely affect Grantee's intended use of the Property; (iii) the standard printed exceptions to Grantee's title insurance policy, except that: (A) the exceptions for mechanic's liens, unrecorded easements and sovereign lands shall be deleted; (B) the survey exception shall be limited to permitted exceptions; (C) the exception relating to ad valorem taxes shall relate only to taxes not due and payable as of the latter signature date hereof and owing for the year of the latter signature date hereof and subsequent years; and (D) the parties-in-possession exception shall be deleted other than with respect to the Lease and/or the Easement or any third party leases expressly assumed by Grantee pursuant to the Purchase and Sale Agreement between Grantor and Grantee; and (iv) such other matters, if any, as may be acceptable to Grantee, in Grantee's sole judgment.

[SIGNATURE ACKNOWLEDGEMENTS TO FOLLOW]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the Grantor has executed this Deed under seal as of the day and year set forth below.

**GRANTOR:**

**2 WITNESSES**

Tower Services, Inc.,  
an Illinois corporation

Signature: [Handwritten Signature]  
Print Name: William W Edelstein  
Title: Pres.  
Date: Oct 15 2021

Signature: [Handwritten Signature]  
Print Name: DIANE S. EDELSTEIN  
Signature: [Handwritten Signature]  
Print Name: Erick Cordova

**WITNESS AND ACKNOWLEDGEMENT**

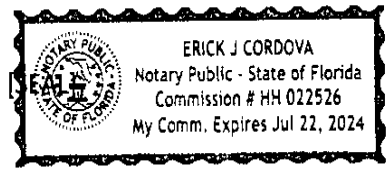
State/Commonwealth of Florida

County of Indian River

On this 15<sup>th</sup> day of October, 2021, before me, Erick Cordova  
the undersigned Notary Public, personally appeared William Edelstein  
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.  
[Handwritten Signature]

Notary Public  
Print Name: Erick Cordova  
My commission expires: July 22, 2024



[Signatures Continue on Following Page]

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## GRANTEE JOINDER TO SPECIAL WARRANTY DEED

Grantee hereby joins in the execution of this Deed for the sole purpose of agreeing to accept the assignment of Grantor's interest in the Lease and the Easement, as set forth hereinabove. Other than the foregoing, Grantee makes no representations or warranties with respect to the contents of this Deed.

**GRANTEE:**

**2 WITNESSES**

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

Signature: *Carol Maxime*  
Print Name: Carol Maxime  
Title: Senior Counsel US Tower  
Date: 11/29/2021

Signature: \_\_\_\_\_  
Print Name: *Gina Nguyen*  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

### WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 29<sup>th</sup> day of November, 2021, before me, *Bich Ngoc Gina Thi Nguyen* 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  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]



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EXHIBIT A

PROPERTY

Lot 36 in Pleasantdale Unit #1, a Subdivision in the Southeast 1/4 of Section 19, Township 38 North, Range 12, East of the Third Principal Meridian, and that part of the following described property: Beginning at the Northwesterly corner of said Lot 36; thence North 26 degrees 48 minutes East along the Northwesterly line of said Lot 36 extended Northeasterly 50.00 feet; thence South 63 degrees 12 minutes East 100 feet; thence South 26 degrees 48 minutes West along the Southeasterly line of Lot 36 in said Pleasantdale Unit #1 extended Northeasterly 50.00 feet to the Northeasterly line of said Lot 36; thence North 63 degrees 12 minutes West along the Northeasterly line of said lot 36 100 feet to the point of beginning, all in Cook County, Illinois.

Property of Cook County Clerk's Office