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Doc#: 2210317236 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 04/13/2022 03:53 PM Pg: 1 of 6

Prepared by:
American Tower Corporation
Attorney Alexander Trataros
10 Presidential Way
Woburn, MA 01801
Attn: Land Management
American Tower Site Name: MOUNT PROSPECT
American Tower Site Number: 50874

Prior Recording Reference: Instrument 1728549152
Tax Parcel ID: 08-23-101-062-0000

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Lease Agreement (this "**Agreement**") is made and entered into effective as of March 31, 2022, (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# 10005072) ("**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 Site Agreement, dated July 1, 1986 (as amended, the "**Ground Lease**"), by and between Bruno J. Preski and Florence S. Preski, as original landlord, and Assignor, as successor-in-interest to Rogers Radiocall, Inc., as original 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

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its right, title and interest in and to the Ground Lease to Assignee, and Assignee desires to acquire 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 the State 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

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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 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, a Delaware limited liability company

By: NCWPCS MPL Holdings, LLC

Its: Managing Member

By: [Signature]

Name: Gram Meadors

Title: AVF Sourcing Operations

Witnesses:

[Signature]

Name: Kathleen Royal

[Signature]

Name: Lauren Elder

STATE OF GEORGIA

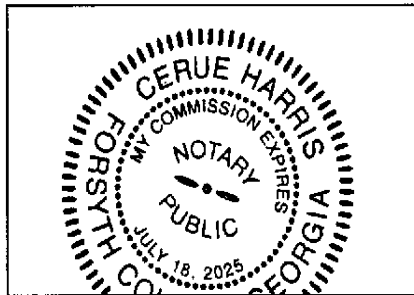
}

} ss.

COUNTY OF FULTON

}

On this 3 day of September, 2021, 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 Cerue Harris

My commission expires 7/18/25

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

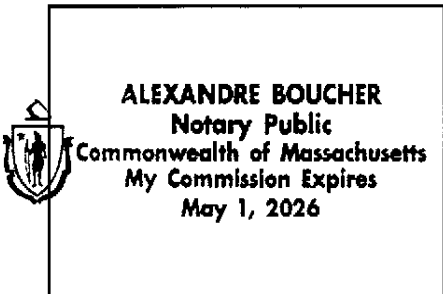
Witnesses:

By: *Daniel Broe*
Name: Daniel Broe
Title: Vice President, Legal

Walter Soto
Name: Walter Soto
Daniel Maciasichio
Name: Daniel Maciasichio

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

On this 7th day of September, 2021, before me, the undersigned notary public, personally appeared Daniel Broe, Vice President, Legal 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)

Alexandre Boucher
Notary Public
Print Name: Alexandre Boucher
My commission expires May 01, 2026

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EXHIBIT A

Parent Parcel:

The West 662.08 feet (except the least 90 feet thereof) of the North 10 acres of the South 15 acres of the West ½ of the Northwest ¼ Section 23, Township 41, North, Range 11 East of the Third Principal Meridian (except that part thereof dedicated for Kenneth Drive per document recorded September 5, 1969 as document 10950179 and except that part falling in Busse Avenue), in Cook County, Illinois.

Leased Area:

THAT PART OF THE NORTH WEST QUARTER OF SECTION TWENTY-THREE, TOWNSHIP FORTY-ONE NORTH, RANGE ELEVEN EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE WITH THE WEST LINE OF THE EAST 90.00 FEET OF THE WEST 662.08 FEET OF THE NORTH TEN ACRES OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE; THENCE WEST 54.00 FEET ON THE NORTH LINE OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE; THENCE SOUTH 7.20 FEET ON AN LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 50.80 FEET ON SAID PERPENDICULAR LINE TO A POINT OF INTERSECTION WITH A LINE 58.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE; THENCE EAST 50.31 FEET ON THE LAST DESCRIBED PARALLEL COURSE; THENCE NORTH 50.50 FEET ON A LINE PARALLEL WITH WEST LINE OF THE EAST 90.00 FEET OF THE WEST 662.08 FEET OF THE NORTH TEN ACRES OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE; THENCE WEST 51.03 FEET ON A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Easement for Ingress and Egress Description:

THAT PART OF THE NORTHWEST QUARTER OF SECTION TWENTY-THREE TOWNSHIP FORTY-ONE NORTH, RANGE ELEVEN EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE WITH THE WEST LINE OF THE EAST 90.00 FEET OF THE WEST 662.08 FEET OF THE NORTH TEN ACRES OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE; THENCE WEST 54.00 FEET ON THE NORTH LINE OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE; THENCE SOUTH 43.0 FEET ON AN LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 15.00 FEET ON SAID PERPENDICULAR LINE TO A POINT OF INTERSECTION WITH A LINE 58.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE; THENCE EAST 437.08 FEET ON THE LAST DESCRIBED PARALLEL COURSE; THENCE SOUTH 82.51 FEET ON A LINE PARALLEL WITH THE EAST LINE OF BUSSE HIGHWAY; THENCE WEST 32.00 ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE EAST LINE OF BUSSE HIGHWAY; THENCE NORTH 20.00 FEET ON THE EAST LINE OF BUSSE HIGHWAY; THENCE EAST 12.00 FEET ON LINE PERPENDICULAR TO THE EAST LINE OF BUSSE HIGHWAY; THENCE NORTH 77.19 FEET ON A LINE PARALLEL WITH THE EAST LINE OF BUSSE HIGHWAY; THENCE EAST 456.84 FEET ON A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTH FIFTEEN ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-THREE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.