

# UNOFFICIAL COPY

Doc#: 2305508022 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 02/24/2023 09:52 AM Pg: 1 of 8

Prepared by:  
American Tower Corporation  
Attorney Ashley Proctor  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management  
American Tower Site Name: River Grove IL  
American Tower Site Number: 703871

No prior recording reference  
Tax Parcel ID: 12-27-204-002-0000

## ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Lease Agreement (this "**Agreement**") is made and entered into effective as of November 15, 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#100(5069)) ("**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 Lease 23 – River Grove, Illinois, dated March 1, 1986 (as amended, the "**Ground Lease**"), by and between Parkway Bank and Trust Company, not personally, but as Trustee under Trust N. 7472, 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.

# UNOFFICIAL COPY

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 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

# UNOFFICIAL COPY

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.]**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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: AVT Sourcing Operations

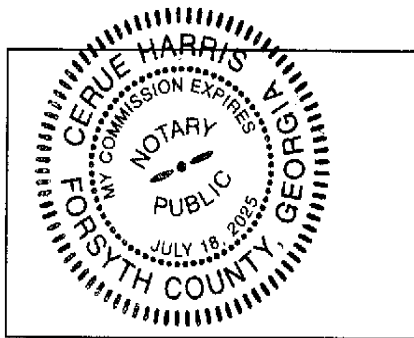
Witnesses:

[Signature]  
Name: Nellie Jackson

[Signature]  
Name: [Signature]

STATE OF GA }  
COUNTY OF FORSYTH } ss.

On this 3 day of 11, 2022, 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, a Delaware limited liability company, 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

# UNOFFICIAL COPY

## Assignor Acknowledgement Form

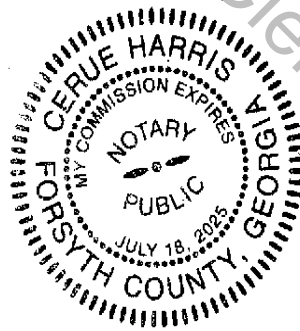
State of GA)

)ss.:

County of Forsyth)

On the 3 day of 11 in the year 2022, before me, the undersigned notary public, personally appeared Gram Meadors, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature] Notary Public



# UNOFFICIAL COPY

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

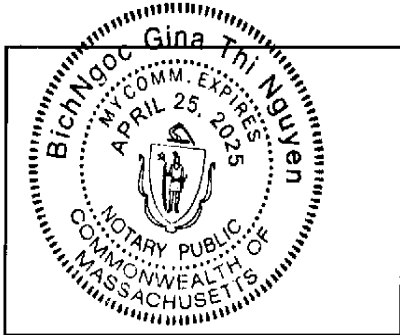
Witnesses:

By: [Signature]  
Name: Daniel Broe  
Title: Vice President, Legal

[Signature]  
Name: Nicholas D. Medis  
[Signature]  
Name: Melissa Kearney

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.  
COUNTY OF MIDDLESEX )

On this 15 day of November, 2022, 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)

[Signature]  
Notary Public  
Print Name: Bich Ngoc Gina Thi Nguyen  
My commission expires 4/25/25

# UNOFFICIAL COPY

## EXHIBIT A

Parent Parcel:

The following described real estate, situated in Cook County, Illinois, to-wit:

**Parcel 1:**

Lot 140 in Loeb's Second River Park Subdivision, in Section 27, Township 40 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded December 23, 1889 as Document 1203277 in Book 38 of Plats, Page 37, in Cook County, Illinois.

**Parcel 2:**

The 40 foot strip of land South of and adjoining Lot 140 in Loeb's 2nd River Park Subdivision in Section 27, Township 40 North, Range 12 East of the third Principal Meridian, according to the Plat thereof recorded December 23, 1889 as Document 1203277, Book 38 of Plats, Page 37, in Cook County, Illinois.

Parcel ID No. : 12-27-204-002-0000

This being the same property conveyed to Metropolitan Bank & Trust Company as Trustee under the provisions of a Trust Agreement dated the 12th day of January, 1998, and known as Trust Number 2148 from Parkway Bank and Trust Company, an Illinois banking corporation, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said corporation in pursuance of a Trust Agreement dated the 15th day of October, 1985, and known as Trust Number 7472 in a Trustee's Deed in Trust dated January 30, 1998 and recorded February 2, 1998 as Instrument No. 98086512 in Cook County, Illinois.

(Continued on next page.)

# UNOFFICIAL COPY

## EXHIBIT A – Continued

Leased Premises:

THAT PART OF LOT 140 IN LOBE'S SECOND RIVER PARK SUBDIVISION IN SECTION TWENTY-SEVEN, TOWNSHIP FORTY NORTH, RANGE TWELVE EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 23, 1889, AS DOCUMENT NO. 1203277, AND A 40.00 FOOT STRIP OF LAND LYING SOUTH OF AND ADJOINING SAID LOT 140 BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 140 WITH THE EASTERLY LINE OF DES PLAINES RIVER ROAD AS MONUMENTED AND OCCUPIED ON NOVEMBER 27, 1985; THENCE EAST, 176.24 FEET ON A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 140, SAID LINE HAVING AN ASSUMED BEARING OF NORTH 90°00'00" EAST FOR THE POINT OF BEGINNING; THENCE NORTH 17°12'13" WEST, 42.00 FEET; THENCE NORTH 72°47'47" EAST, 40.00 FEET; THENCE SOUTH 17°12'13" EAST, 54.38 FEET TO A POINT ON A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 140; THENCE SOUTH 90°00'00" WEST, 41.87 FEET ON A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 140 TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. CONTAINS 1,928 SQUARE FEET.

Access and Utilities:

### ACCESS EASEMENT LEGAL DESCRIPTION (AS PROVIDED)

THAT PART OF LOT 140 IN LOBE'S SECOND RIVER PARK SUBDIVISION IN SECTION TWENTY-SEVEN, TOWNSHIP FORTY NORTH, RANGE TWELVE EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 23, 1889, AS DOCUMENT NO. 1203277, AND A 40.00 FOOT STRIP OF LAND LYING SOUTH OF AND ADJOINING SAID LOT 140 BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 140 WITH THE EASTERLY LINE OF DES PLAINES RIVER ROAD AS MONUMENTED AND OCCUPIED ON NOVEMBER 27, 1985; THENCE EAST, 176.24 FEET ON A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 140, SAID LINE HAVING AN ASSUMED BEARING OF NORTH 90°00'00" EAST FOR THE POINT OF BEGINNING; THENCE NORTH 17°12'13" WEST, 107.24 FEET; THENCE SOUTH 72°47'47" WEST, 159.39 FEET TO THE EASTERLY LINE OF SAID DES PLAINES RIVER ROAD; THENCE SOUTH 17°12'13" EAST, 15.00 FEET ON THE EASTERLY LINE OF SAID DES PLAINES RIVER ROAD; THENCE NORTH 72°47'47" EAST, 144.39 FEET; THENCE SOUTH 17°12'13" EAST, 87.50 TO A POINT ON A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 140; THENCE SOUTH 90°00'00" WEST, 15.70 FEET ON A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 140 TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.