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Karen A. Yarbrough
Cook County Clerk
Date: 03/09/2023 12:42 PM Pg: 1 of 8

Prepared by:
American Tower Corporation
Attorney Cameron Trudeau
10 Presidential Way
Woburn, MA 01801
Attn: Land Management
American Tower Site Name: LaGrange IL 6
American Tower Site Number: 303885

Prior Recording Reference: Instrument No.: 87142846, recorded on March 17, 1987
Tax Parcel ID: 18-04-200-046-0000, 18-04-200-045-0000, 18-04-200-042-0000

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 New Cingular Wireless PCS, LLC, a Delaware limited liability company, with a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (FA# 10005083) ("**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, SEC 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 No. 42, dated February 20, 1987, (as amended, the "**Ground Lease**"), by and between Harris Bank Naperville, as trustee under Trust Agreement dated June 3, 1986 and known as Trust No. 4792, as original landlord, and Assignor, as successor-in-interest to Rogers Radiocall, Inc., an Illinois corporation, 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.

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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

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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.

**New Cingular Wireless PCS, LLC,
a Delaware limited liability company**

Witnesses:

By: AT&T Mobility Corporation
Its: Manager

By: [Signature]
Name: Gram Meadors
Title: AVF Sourcing Operations

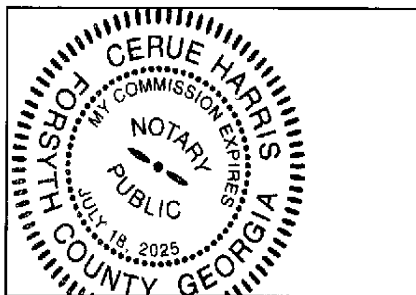
[Signature]

Name: Pallie Jabbari

[Signature]
ALSO BY D. O'HUMER

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 AT&T Mobility Corporation the manager of New Cingular Wireless PCS, 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**

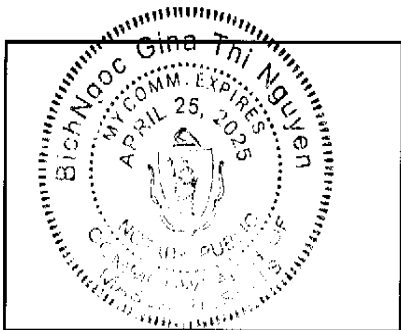
Witnesses:

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

[Signature]
Name: Nicholas DiMedio
[Signature]
Name: Melissa Meany

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

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EXHIBIT A

Parent Parcel:

Lots 28 and 29 in Block Two in Shawmut Avenue Addition to LaGrange, a Subdivision of Part of the North ½ of Section 4, Township 30 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel ID#: 18-04-200-046-0000, 18-04-200-045-0000, 18-04-200-042-0000

This being the same property conveyed to American Tower Asset Sub II, LLC, a Delaware limited liability company from American Towers, LLC, a Delaware limited liability company, in a deed dated December 15, 2021 and recorded March 30, 2022, in Instrument No. 2208934006, Cook County, Illinois.

(Continued on next page.)

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EXHIBIT A- Continued

LEASED PREMISES:

THAT PART OF HAJACK'S RESUBDIVISION OF LOTS TWENTY-EIGHT AND TWENTY-NINE, IN BLOCK TWO IN SHAWMUT AVENUE ADDITION TO LAGRANGE, BEING A SUBDIVISION IN PART OF THE NORTH HALF OF SECTION FOUR, TOWNSHIP THIRTY-EIGHT NORTH, RANGE TWELVE, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT TWENTY-EIGHT; THENCE EAST ON THE SOUTH LINE OF SAID LOTS TWENTY-EIGHT AND TWENTY-NINE A DISTANCE OF 55.0 FT.; THENCE NORTH ON A LINE 5.0 FT. EAST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT TWENTY-EIGHT A DISTANCE OF 35.0 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH ON THE LAST DESCRIBED PARALLEL LINE, 30.0 FT.; THENCE WEST FORMING AN ANGLE OF 90°00'00" TO THE RIGHT OF THE LAST DESCRIBED LINE, 30.0 FT.; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID LOT TWENTY-EIGHT A DISTANCE OF 60.0 FT.; THENCE EAST FORMING ANGLE OF 90°00'00" TO THE RIGHT OF THE LAST DESCRIBED LINE, 30.0 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ACCES AND UTILITIES:

EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITIES

THAT PART OF HAJACK'S RESUBDIVISION OF LOTS TWENTY-EIGHT AND TWENTY-NINE, IN BLOCK TWO IN SHAWMUT AVENUE ADDITION TO LAGRANGE, BEING A SUBDIVISION IN PART OF THE NORTH HALF OF SECTION FOUR, TOWNSHIP THIRTY-EIGHT NORTH, RANGE TWELVE, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT TWENTY-EIGHT; THENCE EAST ON THE SOUTH LINE OF SAID LOTS TWENTY-EIGHT AND TWENTY-NINE A DISTANCE OF 55.0 FT. TO THE POINT OF BEGINNING; THENCE NORTH ON A LINE 5.0 FT. EAST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT TWENTY-EIGHT A DISTANCE OF 95.0 FT.; THENCE EAST ON A LINE FORMING AN ANGLE OF 90°-00'-00" TO THE LEFT OF THE LAST DESCRIBED LINE, 15.0 FT. TO A LINE 20.0 FT. EAST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT TWENTY-EIGHT; THENCE SOUTH ON THE LAST DESCRIBED PARALLEL LINE, 94.95 FT. TO THE SOUTH LINE OF SAID LOT TWENTY-NINE; THENCE WEST ON THE SOUTH LINE OF SAID LOT TWENTY-NINE A DISTANCE OF 15.0 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT A- Continued

EASEMENT FOR STORAGE AND USE OF CONSTRUCTION MATERIALS

THAT PART OF HAJACK'S RESUBDIVISION OF LOTS TWENTY-EIGHT AND TWENTY-NINE, IN BLOCK TWO IN SHAWMUT AVENUE ADDITION TO LAGRANGE, BEING A SUBDIVISION IN PART OF THE NORTH HALF OF SECTION FOUR, TOWNSHIP THIRTY-EIGHT NORTH, RANGE TWELVE, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT TWENTY-EIGHT; THENCE SOUTH ON THE WEST LINE OF SAID LOT TWENTY-EIGHT A DISTANCE OF 180.0 FT.; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOTS TWENTY-EIGHT AND TWENTY-NINE, A DISTANCE OF 75.0 FT.; THENCE NORTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT TWENTY-EIGHT A DISTANCE OF 180.0 FT. TO THE NORTH LINE OF SAID LOT TWENTY-NINE; THENCE WEST ON THE NORTH LINE OF SAID LOTS TWENTY-EIGHT AND TWENTY-NINE, A DISTANCE OF 75.0 FT.; TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

- (i) an Easement fifteen (15) feet in width over and across other real estate owned by Lessor (shown as "Easement For Ingress And Egress And Public Utilities" on Exhibit B attached hereto) to provide suitable, adequate and direct access, twenty-four (24) hours each and every day, seven (7) days each and every week, for ingress and egress and passage of pedestrians, vehicles and construction materials and equipment, to and from the Premises from and to the nearest public way, and to provide parking and temporary storage for service vehicles, equipment and supplies during any time, from time to time, that Lessee or one of Lessee's Related Parties is constructing, installing, removing, replacing, servicing, maintaining, or repairing the improvements and/or Equipment upon or in the Premises;
- (ii) an Easement upon, over, under and across the other real estate owned by Lessor described in subparagraph 4A(i) above, for the construction, installation, removal, repair, relocation, replacement, maintenance and operation of electrical, telephone and other communication facilities as may be required in connection with the transmission and distribution of electricity, telephone and other communications and sounds and signals; and
- (iii) an Easement seventy-five (75) feet by one hundred eighty (180) feet upon, over, under and across other real estate owned by Lessor (shown as "Easement for Storage and Use of Construction Materials" on Exhibit B attached hereto), for temporary storage and use of construction materials and equipment during any time, from time to time, that Lessee or one of Lessee's Related Parties is constructing, installing, removing, repairing or replacing improvements or Equipment upon or in the Premises as permitted by this agreement, and during the time of clean-up operations after completion of any such construction, installation, removal, repairs or replacements; provided, however, that during any calendar year after 1987, Lessee shall not use such Easement for more than sixty (60) days consecutively; and further provided that Lessee shall repair and restore the area covered by such Easement after any such construction, installation, removal, repairs or replacements to at least as good a condition as when Lessee first entered upon the area covered by such Easement.

The Easements shall remain in effect during the Term and any Extended Terms. Lessor and Lessor's Beneficiaries shall maintain, in good and useable condition and repair, the areas covered by the Easements ("Easement Areas") throughout the Term and any Extended Terms. No additional rent or other payments shall be payable by reason of Lessor's grant of the Easements.