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Karen A. Yarbrough
Cook County Clerk
Date: 03/09/2023 12:45 PM Pg: 1 of 9

Prepared by:
American Tower Corporation
Attorney Ashley Proctor
10 Presidential Way
Woburn, MA 01801
Attn: Land Management
American Tower Site Name: Fullerton & Clyborn
American Tower Site Number: 303891

Prior Recording Reference: Instrument 87338074, recorded on June 22, 1987
Tax Parcel ID: 14-30-400-068-0000

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 05038) ("**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 No. 48 – Fullerton/Western Area, Chicago, dated April 2, 1987 (as amended, the "**Ground Lease**"), by and between John W. Zadrozny and Walter F. Zadrozny individually and d/b/a W&J Enterprises, as original landlord, and Assignor, as successor-in-interest to Rogers Radiocall, 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.

SBC Tower Holdings LLC,
a Delaware limited liability company
By: NOWPCS MPL Holdings, LLC
Its: Managing Member

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

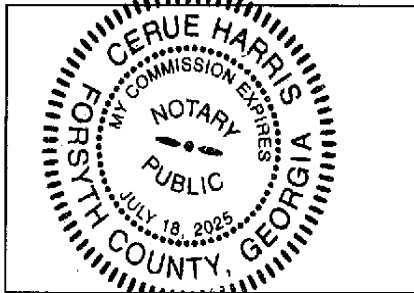
Witnesses:

[Signature]
Name: Nellie Brown

[Signature]
Name: KATHLEEN KOVAC

STATE OF Georgia }
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, 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**

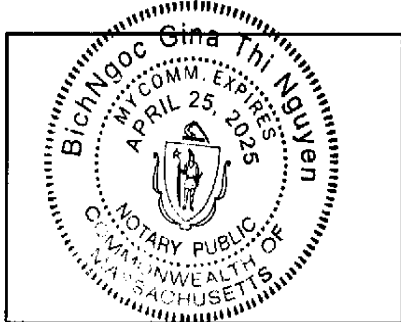
Witnesses:

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

[Signature]
Name: Nicholas D. Medico
[Signature]
Name: John N. Trankus

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

All the following described real estate, situated in the County of Cook and State of Illinois, to wit:

Parcel 1:

Lots 23 and 24 in Block 7 in Fullerton's Second Addition to Chicago in the South ½ of the Southeast ¼ of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded as Document 270913, in Book 15 of Plats, Page 10, in Cook County, Illinois.

Parcel 1A:

All right, title and interest of John W. Zadrozny and Walter F. Zadrozny, individually and d/b/a W & J Enterprises, an Illinois General Partnership ("owner Grantee") in, to, under and through that certain easement agreement dated April 2, 1987 among Mary Zadrozny and Ann Hnida, as Grantor ("Grantor"), owner Grantee and Rogers Radiocall, Inc., an Illinois Corporation ("Lessee Grantee") and recorded in the Recorder's Office of Cook County, in the State of Illinois, as Document Number 87338075. Assigned to Martha L. Morgan Holdings LLC as assigned by assignment of leases, service contracts permits and intangibles Document dated October 23, 2015

Parcel No. 14-30-400-068-0000

This being the same property conveyed to Martha L. Morgan Holdings, LLC from W & J Enterprises of Illinois, LLC, a company in deed dated October 23, 2015 and recorded November 5, 2015 as Instrument No. 1530929077.

(Continued on next page.)

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EXHIBIT A- CONTINUED

LEASED PREMISES:

THE NORTHEASTERLY 60.00 FT. (AS MEASURED ON THE NORTHWESTERLY AND SOUTHEASTERLY LINES THEREOF) OF LOT TWENTY-THREE IN BLOCK SEVEN IN FULLERTON'S SECOND ADDITION TO CHICAGO, IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP FORTY NORTH, RANGE FOURTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 270913 IN BOOK FIFTEEN OF PLATS, PAGE TEN, IN COOK COUNTY ILLINOIS.

ACCES AND UTILITIES:

1. an Easement over and across other property owned by Lessor, which property is depicted and described as "Easement For Ingress And Egress Over And Across Lot Twenty Three" on Exhibit B attached to the Agreement and is described as such in Schedule 1 to this Exhibit B to Memorandum of Site Agreement, 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 (as such phrase is defined in the Agreement) is constructing, installing, removing, replacing, servicing, maintaining or repairing the improvements and/or Equipment upon or in the Premises; and

2. an Easement upon, over, under and across other property owned by Lessor, which property is depicted and described as "Easement For Public Utilities" in Exhibit B attached to the Agreement and is described as such in Schedule 1 to this Exhibit B to Memorandum of Site Agreement, 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

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EXHIBIT A- CONTINUED

3. an Easement upon, over, under and across other property owned by Lessor, which property is depicted and described as "Easement For Use And Storage Of Construction Material" in Exhibit B attached to the Agreement and is described as such in Schedule 1 to this Exhibit B to Memorandum of Site Agreement, 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 (as such phrase is defined in the Agreement) is constructing, installing, removing, repairing or replacing improvements or Equipment (as such phrase is defined in the Agreement) upon or in the Premises as permitted by the Agreement, and during the time of clean-up operations after completion of any such construction, installation, removal, repairs or replacements; provided, however, 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. Except when Lessee is using the area covered by such Easement, Lessor may use said area for parking of vehicles on the present ground level thereof. Lessor shall not construct or make any improvements on said area other than the installation of a concrete or asphalt surface thereon.

The Easements shall remain in effect during the Term of the Agreement and any Extended Terms (as such phrase is defined in the Agreement). The Agreement provides that, subject to Lessee's obligation to repair and restore the area covered by the Easement described in paragraph 3 above under the circumstances described in said paragraph 3, Lessor shall maintain, in its present condition and repair and free of debris, refuse and abandoned personal property, the areas covered by the Easements ("Easement Areas") throughout the Term and any Extended Terms.

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SCHEDULE 1

EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS LOT TWENTY-THREE

THAT PART OF LOT TWENTY-THREE AND ALL OF THE PARCEL LYING SOUTHWESTERLY OF LOT TWENTY-THREE AND NORTHEASTERLY OF LOT FORTY-THREE IN BLOCK SEVEN IN FULLERTON'S SECOND ADDITION TO CHICAGO, IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP FORTY NORTH, RANGE FOURTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 270913 IN BOOK FIFTEEN OF PLATS, PAGE TEN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT TWENTY-THREE; THENCE NORTH 45°-00'-00" EAST ON THE NORTHWESTERLY LINE OF SAID LOT TWENTY-THREE A DISTANCE OF 94.0 FT. TO THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 60.0 FT. (AS MEASURED ON THE NORTHWESTERLY LINE THEREOF) OF SAID LOT TWENTY-THREE; THENCE SOUTH 45°-00'-00" EAST ON SAID SOUTHWESTERLY LINE, 15.0 FT. TO A LINE 15.0 FT. SOUTHEAST OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT TWENTY-THREE; THENCE SOUTH 45°-00'-00" WEST ON SAID 15.0 FT. PARALLEL LINE, 88.66 FT. TO THE NORTHEASTERLY LINE OF LOT FORTY-THREE; THENCE NORTH 67°-21'-38" WEST ON SAID NORTHEASTERLY LINE, 15.68 FT. TO THE NORTHWEST CORNER OF LOT FORTY-THREE; THENCE NORTH 07°-26'-44" EAST, 0.81 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT FOR PUBLIC UTILITIES

THAT PART OF LOT TWENTY-THREE IN BLOCK SEVEN IN FULLERTON'S SECOND ADDITION TO CHICAGO, IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP FORTY NORTH, RANGE FOURTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 270913 IN BOOK FIFTEEN OF PLATS, PAGE TEN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT TWENTY-THREE; THENCE NORTH 45°-02'-36" EAST ON THE SOUTHEASTERLY LINE OF SAID LOT TWENTY-THREE A DISTANCE OF 83.80 FT. TO THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 60.0 FT. (AS MEASURED ON THE NORTHWESTERLY LINE THEREOF) OF SAID LOT TWENTY-THREE; THENCE NORTH 45°-00'-00" WEST ON SAID SOUTHWESTERLY LINE, 9.95 FT. TO A LINE 15.0 FT. SOUTHEAST OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT TWENTY-THREE; THENCE SOUTH 45°-00'-00" WEST ON SAID 15.0 FT. PARALLEL LINE, 87.85 FT. TO THE SOUTHWESTERLY LINE OF SAID LOT TWENTY-THREE; THENCE SOUTH 67°-16'-59" EAST ON SAID SOUTHWESTERLY LINE, 10.69 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT FOR USE AND STORAGE OF CONSTRUCTION MATERIAL

LOT TWENTY-THREE EXCEPT THE NORTHEASTERLY 60.0 FT. (AS MEASURED ON THE NORTHWESTERLY AND SOUTHEASTERLY LINES THEREOF) IN BLOCK SEVEN IN FULLERTON'S SECOND ADDITION TO CHICAGO, IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP FORTY NORTH, RANGE FOURTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 270913 IN BOOK FIFTEEN OF PLATS, PAGE TEN, IN COOK COUNTY, ILLINOIS.