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Doc#: 2306813358 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 03/09/2023 12:31 PM Pg: 1 of 9

Prepared by:
American Tower Corporation
Attorney Ian Logie
10 Presidential Way
Woburn, MA 01801
Attn: Land Management
American Tower Site Name: Niles-Lehigh
American Tower Site Number: 303884

Prior Recording Reference: Instrument 1613013053, recorded on May 9, 2016
Tax Parcel ID: 10-29-105-013-0000 (Tower), 10-29-105-012-0000 (Access)

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#10005082) ("**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. 41 – Niles, Illinois, dated April 8, 1987 (as amended, the "**Ground Lease**"), by and between American National Bank and Trust Company of Chicago, as original landlord, and Assignor, as successor-in-interest to Roger 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.

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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, Delaware limited

liability company

By: NCWPCS MPL Holdings, LLC

Its: Managing Member

By: [Signature]

Name: Gram Meadors

Title: AVP Sourcing Operations

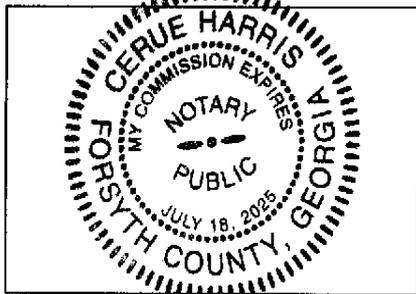
Witnesses:

[Signature]
Name: Nellie Sporn

[Signature]
Name: GREGORY D OFFNER

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, 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

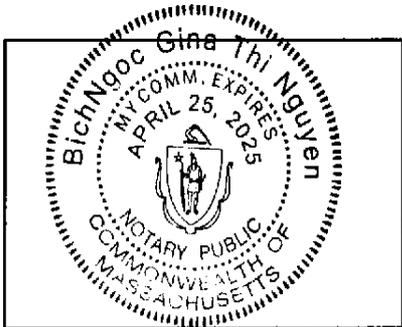
Witnesses:

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

[Signature]
Name: Nicholas D'Amico
[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:

THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE CHICAGO, MILWAUKEE, AND ST. PAUL RAILROAD, AS ESTABLISHED BY DEED RECORDED OCTOBER 17, 1872 AS DOCUMENT NO. 62678, AND ALSO WEST OF THE EASTERLY 60.0 FEET ACQUIRED BY TOWNSHIP DEDICATION, MAY 21, 1907, FOR LEHIGH AVENUE, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF A LINE 132.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, AND THE SOUTHWESTERLY LINE OF SAID LEHIGH AVENUE, SAID LINE BEING 60.0 FEET SOUTHWESTERLY OF AND PARALLEL TO THE SOUTHWESTERLY LINE OF SAID CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE WEST ALONG SAID 132.0 FEET NORTH PARALLEL LINE A DISTANCE OF 100.0 FEET TO A POINT; THENCE SOUTH ON A LINE PARALLEL TO THE WEST LINE OF SAID SECTION 29 HAVING AN ASSUMED BEARING OF SOUTH 00 DEGREES 27 MINUTES 07 SECONDS EAST A DISTANCE OF 5.0 FEET TO THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 60.0 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 53 SECONDS WEST A DISTANCE OF 32.0 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 07 SECONDS WEST A DISTANCE OF 60.0 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 53 SECONDS EAST A DISTANCE OF 32.0 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

(Continued on next page)

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EXHIBIT A- Continued

LEASED PREMISES:

THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE CHICAGO, MILWAUKEE, AND ST. PAUL RAILROAD, AS ESTABLISHED BY DEED RECORDED OCTOBER 17, 1872 AS DOCUMENT NO. 62678, AND ALSO WEST OF THE EASTERLY 80.0 FEET ACQUIRED BY TOWNSHIP DEDICATION, MAY 21, 1907, FOR LEHIGH AVENUE, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF A LINE 132.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, AND THE SOUTHWESTERLY LINE OF SAID LEHIGH AVENUE, SAID LINE BEING 80.0 FEET SOUTHWESTERLY OF AND PARALLEL TO THE SOUTHWESTERLY LINE OF SAID CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE WEST ALONG SAID 132.0 FEET NORTH PARALLEL LINE A DISTANCE OF 100.0 FEET TO A POINT; THENCE SOUTH ON A LINE PARALLEL TO THE WEST LINE OF SAID SECTION 29 HAVING AN ASSUMED BEARING OF SOUTH 00 DEGREES 27 MINUTES 07 SECONDS EAST A DISTANCE OF 5.0 FEET TO THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 80.0 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 53 SECONDS WEST A DISTANCE OF 32.0 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 07 SECONDS WEST A DISTANCE OF 80.0 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 53 SECONDS EAST A DISTANCE OF 32.0 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ACCESS AND UTILITIES:

EASEMENT FOR INGRESS AND EGRESS I

THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWENTY-NINE, TOWNSHIP FORTY-ONE NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, AS ESTABLISHED BY DEED RECORDED OCTOBER 17, 1872 AS DOCUMENT NO. 62678, AND ALSO WEST OF THE EASTERLY 60.0 FT. ACQUIRED BY TOWNSHIP DEDICATION, MAY 21, 1907, FOR LEHIGH AVENUE, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF A LINE 132.0 FT. NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-NINE, AND THE SOUTHWESTERLY LINE OF SAID LEHIGH AVENUE, SAID LINE BEING 60.0 FT. SOUTHWESTERLY OF AND PARALLEL TO THE SOUTHWESTERLY LINE OF SAID CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE WEST ALONG SAID 132.0 FT. NORTH PARALLEL LINE A DISTANCE OF 132.0 FT. TO A POINT; THENCE SOUTH ON A LINE PARALLEL TO THE WEST LINE OF SAID SECTION TWENTY-NINE HAVING AN ASSUMED BEARING OF SOUTH 00°-27'-07" EAST A DISTANCE OF 30.17 FT. TO THE POINT OF BEGINNING; THENCE SOUTH 90°-00'-00" WEST A DISTANCE OF 181.87 FT.; THENCE NORTH 00°-21'-43" WEST A DISTANCE OF 139.03 FT.; THENCE NORTH 88°-41'-24" EAST A DISTANCE OF 267.68 FT. TO THE SOUTHWESTERLY LINE OF SAID LEHIGH AVENUE; THENCE NORTH 22°-46'-08" WEST ON SAID SOUTHWESTERLY LINE A DISTANCE OF 21.49 FT.; THENCE SOUTH 88°-41'-24" WEST A DISTANCE OF 279.49 FT.; THENCE SOUTH 00°-21'-43" EAST A DISTANCE OF 178.57 FT.; THENCE NORTH 90°-00'-00" EAST A DISTANCE OF 201.90 FT.; THENCE NORTH 00°-27'-07" WEST A DISTANCE OF 20.0 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT A- Continued

EASEMENT FOR PUBLIC UTILITIES I LEGAL DESCRIPTION:

THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE CHICAGO, MILWAUKEE, AND ST. PAUL RAILROAD, AS ESTABLISHED BY DEED RECORDED OCTOBER 17, 1872 AS DOCUMENT NO. 62678, AND ALSO WEST OF THE EASTERLY 60.0 FEET ACQUIRED BY TOWNSHIP DEDICATION, MAY 21, 1907, FOR LEHIGH AVENUE, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE 132.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, AND THE SOUTHWESTERLY LINE OF SAID LEHIGH AVENUE, SAID LINE BEING 60.0 FEET SOUTHWESTERLY OF AND PARALLEL TO THE SOUTHWESTERLY LINE OF SAID CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE WEST ALONG SAID 132.0 FEET NORTH PARALLEL LINE A DISTANCE OF 132.0 FEET; THENCE SOUTH ON A LINE PARALLEL TO THE WEST LINE OF SAID SECTION 29 HAVING AN ASSUMED BEARING OF SOUTH 00 DEGREES 27 MINUTES 07 SECONDS EAST, A DISTANCE OF 28.46 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 53 SECONDS WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 07 SECONDS WEST A DISTANCE OF 39.28 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 27 SECONDS EAST A DISTANCE OF 137.93 FEET TO SAID SOUTHWESTERLY LINE OF LEHIGH AVENUE; THENCE SOUTH 22 DEGREES 46 MINUTES 08 SECONDS EAST A DISTANCE OF 10.74 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT FOR PUBLIC UTILITIES NO. TWO

THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWENTY-NINE, TOWNSHIP FORTY-ONE NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE CHICAGO MILWAUKEE AND ST. PAUL RAILROAD, AS ESTABLISHED BY DEED RECORDED OCTOBER 17, 1872 AS DOCUMENT NO. 62678, AND ALSO WEST OF THE EASTERLY 60.0 FT. ACQUIRED BY TOWNSHIP DEDICATION, MAY 21, 1907, FOR LEHIGH AVENUE, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF A LINE 132.0 FT. NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-NINE, AND THE SOUTHWESTERLY LINE OF SAID LEHIGH AVENUE, SAID LINE BEING 60.0 FT. SOUTHWESTERLY OF AND PARALLEL TO THE SOUTHWESTERLY LINE OF SAID CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE WEST ALONG SAID 132.0 FT. NORTH PARALLEL LINE A DISTANCE OF 100.0 FT. TO A POINT; THENCE SOUTH ON A LINE PARALLEL TO THE WEST LINE OF SAID SECTION TWENTY-NINE HAVING AN ASSUMED BEARING OF SOUTH 00°-27'-07" EAST A DISTANCE OF 65.0 FT. TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING CONTINUING SOUTH 00°-27'-07" EAST A DISTANCE OF 67.0 FT. TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-NINE; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH HALF A DISTANCE OF 10.0 FT.; THENCE NORTH 00°-27'-07" WEST A DISTANCE OF 67.14 FT.; THENCE NORTH 89°-32'-53" EAST A DISTANCE OF 10.0 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT A- Continued

EASEMENT FOR CONSTRUCTION STAGING AREA

THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWENTY-NINE, TOWNSHIP FORTY-ONE NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, AS ESTABLISHED BY DEED RECORDED OCTOBER 17, 1872 AS DOCUMENT NO. 62678, AND ALSO WEST OF THE EASTERLY 60.0 FT. ACQUIRED BY TOWNSHIP DEDICATION, MAY 21, 1907, FOR LEHIGH AVENUE, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF A LINE 132.0 FT. NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-NINE, AND THE SOUTHWESTERLY LINE OF SAID LEHIGH AVENUE, SAID LINE BEING 60.0 FT. SOUTHWESTERLY OF AND PARALLEL TO THE SOUTHWESTERLY LINE OF SAID CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE WEST ALONG SAID 132.0 FT. NORTH PARALLEL LINE A DISTANCE OF 100.0 FT. TO A POINT; THENCE SOUTH ON A LINE PARALLEL TO THE WEST LINE OF SAID SECTION TWENTY-NINE HAVING AN ASSUMED BEARING OF SOUTH 00°-27'-07" EAST A DISTANCE OF 65.0 FT. TO A POINT; THENCE SOUTH 89°-32'-53" WEST A DISTANCE OF 32.0 FT. TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING SOUTH 89°-32'-53" WEST A DISTANCE OF 120.0 FT.; THENCE NORTH 00°-27'-07" WEST A DISTANCE OF 35.0 FT.; THENCE NORTH 89°-32'-53" EAST A DISTANCE OF 120.0 FT.; THENCE SOUTH 00°-27'-07" EAST A DISTANCE OF 35.0 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Part of Tax Parcel Identification Number: 10-29-105-008-0000

Common Address: 7720 Lehigh Ave., Niles, IL 60714