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Doc#: 2308146135 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 03/22/2023 11:22 AM Pg: 1 of 7

Prepared by:
American Tower Corporation
Attorney Cameron Trudeau
10 Presidential Way
Woburn, MA 01801
Attn: Land Management
American Tower Site Name: North Loop
American Tower Site Number: 303892

Prior Recording Reference: Instrument No.: 0524122147, recorded on August 29, 2005
Tax Parcel ID: 17-08-129-016-0000

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# 10005089) ("**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. 51 – North Loop Area, Chicago, dated October 14, 1987 (as amended, the "**Ground Lease**"), by and between Ferdinand Marchese, as Trustee under Trust Agreement dated October 14, 1987 and known as Trust No. 12697, 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 GRANTOR has signed and sealed this Quitclaim Deed as of the date first above written.

WITNESSES:

GRANTOR:

[Signature]
 Print Name: Mellie Jobbani

[Signature]
 Print Name: BILBORO, CHAET

SBC TOWER HOLDINGS LLC, a Delaware limited liability company

By: NCWPCS MPL Holdings, LLC
Its: Managing Member

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

STATE OF GA
 COUNTY OF Forsyth

} ss.
}

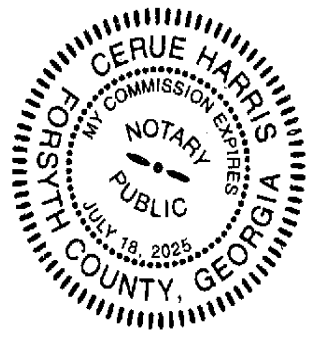
On this 3 day of 11, 2022, before me, the undersigned notary public, personally appeared Gram Meadors, the Assistant Vice President Sourcing Operations of NCWPCS MPL Holdings, LLC, the managing member of SBC Tower Holding, LLC, proved to me through satisfactory evidence of identification, which was a 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.

WITNESS my hand and official seal, this 3 day of 11, 2022.

Signature [Signature]

My commission expires: 7/18/25

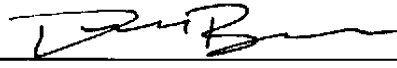
NOTARY SEAL

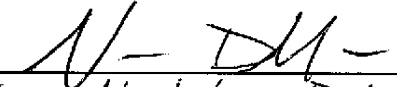
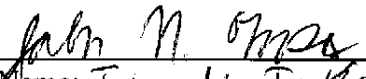


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**American Tower Asset Sub II, LLC,
a Delaware limited liability company**

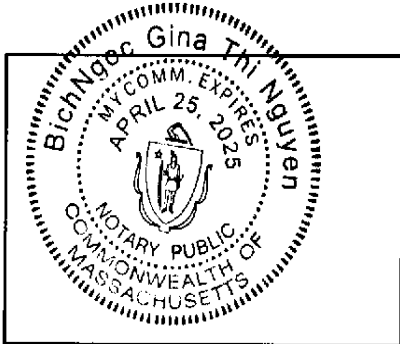
Witnesses:

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



Name: Nicholas D. Medis

Name: John N. Tallas

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)


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

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EXHIBIT A

Parent Parcel:

All that tract or parcel of land lying and being in Land Lot 78 in Block 3 in Hambelton's Subdivision, Cook County, Illinois, and being more particularly described as:

Lot 78 in Block 3 in Hambelton's Subdivision of Lot 'E' in the Circuit Court partition of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, In Cook County, Illinois.

Parcel No. 17-08-129-016-0000

This being the same property conveyed to SBC Tower Holdings, LLC, a Delaware limited liability company from American Tower Asset Sub II, LLC, a Delaware limited liability company in deed dated December 5, 2012 and recorded January 7, 2015 in Instrument No. 1500745041.

(Continued on next page.)

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EXHIBIT A – Continued

Leased Premises:

LOT 78 IN BLOCK 3 IN HAMBELTON'S SUBDIVISION OF LOT "E" IN THE CIRCUIT COURT PARTITION OF THE EAST ½ OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE FOURTEEN EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (0.06 ACRES±)

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