

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
Date: 10/27/2023 10:13 AM Pg: 1 of 7

Prepared by:  
American Tower Corporation  
Rizky Wirastomo, Esq.  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management  
American Tower Site Name: Glenview South  
American Tower Site Number: 303907

Prior Recording Reference: Instrument 1602739016, recorded on January 27, 2016  
Tax Parcel ID: 09092010170000, 0909201020000

## ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Lease Agreement (this "**Agreement**") is made and entered into effective as of 9/29, 2023, (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# 10005106) ("**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 #72 – South Glenview Area, Cook County, Illinois, dated September 1, 1988 (as amended, the "**Ground Lease**"), by and between Harris Trust and Savings Bank, as Trustee, 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, IL, 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 the State of Illinois govern the validity, construction, enforcement and interpretation of this Agreement without reference to its conflict of laws principles.

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8. Counterpart Signatures. This Agreement may be executed in any number of 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**

Witnesses:

By: NCWPCS MPL Holdings, LLC  
Its: Managing Member

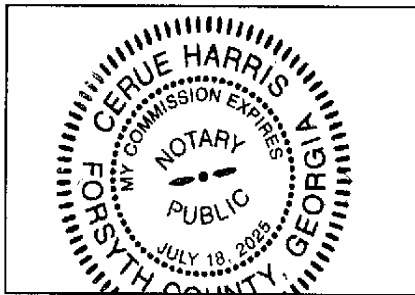
By: [Signature]  
Name: Gram Meadors  
Title: AVP Sourcing Operations

[Signature]  
Name: Lauren Sawyer

[Signature]  
Name: Melanie L. Byrd

STATE OF Georgia }  
COUNTY OF Forsyth } ss.  
}

On this 27 day of September, 2023, 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 7/18/2025

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**AMERICAN TOWER ASSET SUB II, LLC,  
a Delaware limited liability company**

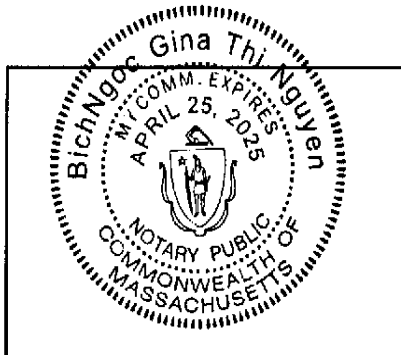
Witnesses:

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

[Signature]  
Name: Zachary Shobin  
[Signature]  
Name: Debra Monaco

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.  
COUNTY OF MIDDLESEX )

On this 29<sup>th</sup> day of September, 2023, 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: Bichngoc Gina Thi Nguyen  
My commission expires 4/25/25

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## EXHIBIT A

### Description of the premises

#### Parent Parcel:

The following described property located in the County of Cook, State of Illinois:

That part of Lot 1 (except the South 33 feet) in Levernez Brothers Subdivision of a part of the Northeast 1/4 of Section 9, Township 41 North, Range 12 East of the Third Principal Meridian, described as follows:

Beginning at a point on the East line of Lot 1 (except the South 33 feet) 317.60 feet Northeasterly of the Southeast corner of Lot 1 (except the South 33 feet) thence Northerly 233.40 feet to a point on the North line of said Lot 1, said point being 144.04 feet West of the Northeast corner of said Lot; thence East along the North line of said Lot, 144.04 feet to the Northwesterly line of the right of way of the Chicago and Northwestern Railway right of way; thence Southwesterly along said Northwesterly right of way line to the point of beginning, in Cook County, Illinois.

Parcel ID: 09092010220000

That part of the North 24 Rods of the Northeast Fractional Quarter of Fractional Section 9, Township 41 North, Range 12 East of the Third Principal Meridian, bounded and described as follows: Commencing at the point of intersection of the North line of said Section with the Northwesterly line of the Des Plaines Valley Railroad; thence Southwesterly along the Northwesterly line of said railroad to the South line of said North 24 rods; thence West along the South line of said North 24 rods, a distance of 184.3 feet; thence North along a straight line which crosses the South line of the North 50 feet of said Section at a point 408.99 feet West of the Northwesterly line of said railroad to the North line of said Section; thence Easterly along the North line of said Section to the point of beginning (excepting therefrom that part taken for highway and excepting from said tract of land that part falling within the following described premises:

Beginning at a point on the South right of way line of Central Road (50 feet South of the North line of Section 9) 408.99 feet West of the Northwest right of way line of the Des Plaines Valley Railroad; from said point thence with an angle of 86 degrees 50 minutes 35 seconds to the left from said South right of way line extended West 346.52 feet; thence with an angle of 93 degrees 9 minutes 25 seconds to the left from the proceeding course extended, 25.04 feet; thence with an angle of 86 degrees 50 minutes 35 seconds to the left from the preceding course extended, 346.52 feet; thence with an angle of 93 degrees 9 minutes 25 seconds to the left from the preceding line extended 25.04 feet to the point of beginning.

Parcel ID: 09092010170000

This being the same property conveyed to Property Dynamics LLC Series XL, an Illinois limited liability company by a Deed from Luxe Zenith Owner, an Illinois limited liability company dated March 20, 2020 and recorded April 2, 2020 in Instrument 2009339074 in the County of Cook, State of Illinois.

(Continued on next page.)

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## EXHIBIT A – Continued

### Leased Premises:

THAT PART OF LOT ONE (EXCEPT THE SOUTH 33.0 FT.) IN LEVERNEZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION NINE, TOWNSHIP FORTY-ONE NORTH, RANGE TWELVE, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT ONE (EXCEPT THE SOUTH 33.0 FT.) 317.60 FT. NORTHEASTERLY OF THE SOUTHEAST CORNER OF LOT ONE (EXCEPT THE SOUTH 33.0 FT.); THENCE NORTH 05°36'31" EAST ON A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF SAID LOT ONE, BEING 144.04 FT. WEST OF THE NORTHEAST CORNER OF SAID LOT ONE, A DISTANCE OF 86.18 FT.; THENCE SOUTH 54°38'15" EAST ON A LINE PERPENDICULAR TO THE NORTHWESTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY, A DISTANCE OF 42.77 FT. TO THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID RAILWAY; THENCE SOUTH 35°21'45" WEST ON SAID NORTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 74.82 FT. TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.

### Access and Utilities:

#### STORAGE EASEMENT:

THAT PART OF LOT ONE (EXCEPT THE SOUTH 33 FEET) IN LEVERNEZ BROTHERS SUBDIVISION OF A PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT ONE (EXCEPT THE SOUTH 33 FT.) A DISTANCE OF 317.60 FT. NORTHEASTERLY OF THE SOUTHEAST CORNER OF SAID LOT ONE (EXCEPT THE SOUTH 33 FT.) THENCE NORTH 35°21'45" EAST ON THE NORTHWESTERLY LINE OF THE RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY A DISTANCE OF 74.82 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE NORTH 35°21'45" EAST A DISTANCE OF 40.0 FT.; THENCE NORTH 54°38'15" WEST A DISTANCE OF 65.64 FT.; THENCE SOUTH 05°36'31" WEST A DISTANCE OF 46.07 FT.; THENCE SOUTH 54°38'15" EAST A DISTANCE OF 42.77 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

#### **ACCESS AND UTILITY EASEMENT**

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

THAT PART OF LOT ONE (EXCEPT THE SOUTH 33.0 FT.) IN LEVERNEZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION NINE, TOWNSHIP FORTY-ONE NORTH, RANGE TWELVE, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTH 24 RODS OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION NINE, TOWNSHIP FORTY-ONE NORTH, RANGE TWELVE EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT ONE (EXCEPT THE SOUTH 33.0 FT.) A DISTANCE OF 317.60 FT. NORTHEASTERLY OF THE SOUTHEAST CORNER OF SAID LOT ONE (EXCEPT THE SOUTH 33.0 FT.); THENCE NORTH 35°21'45" EAST ON THE NORTHWESTERLY LINE OF THE RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY A DISTANCE OF 74.82 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE NORTH 35°21'45" EAST A DISTANCE OF 308.90 FT.; THENCE NORTH 00°00'00" EAST A DISTANCE OF 266.47 FT. TO THE SOUTHERLY RIGHT OF WAY LINE OF CENTRAL ROAD; THENCE NORTHWEST 89°43'59" WEST ON SAID RIGHT OF WAY LINE A DISTANCE OF 15.0 FT.; THENCE SOUTH 00°00'00" WEST A DISTANCE OF 267.80 FT.; THENCE SOUTH 35°21'45" WEST A DISTANCE OF 299.18 FT.; THENCE SOUTH 54°38'15" EAST A DISTANCE OF 11.8 (PLAT) 11.50 (CALC) FT. TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.