

# UNOFFICIAL COPY

Doc#: 2330012019 Fee: \$107.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 10/27/2023 10:14 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: Chicago & Elston  
American Tower Site Number: 703908

Prior Recording Reference: Instrument: 88298037, recorded on July 7, 1988  
Tax Parcel ID: 13243090190000

## 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 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 (EA# 10005107) ("**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 #73 – Elston Avenue, dated June, 20 1988 (as amended, the "**Ground Lease**"), by and between R&R Enterprises, 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, 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**  
By: AT&T Mobility Corporation  
Its: Manager

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

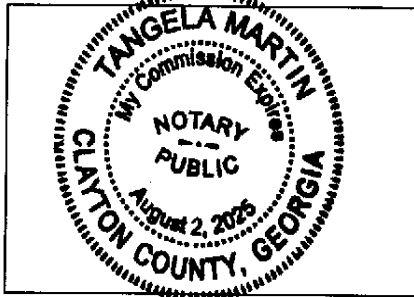
Witnesses:

[Signature]  
Name: Carmon Sewell

[Signature]  
Name: Melanie L. Byrd

STATE OF Georgia }  
COUNTY OF Forsyth } ss.

On this 27<sup>th</sup> day of September, 2023, before me, the undersigned notary public, personally appeared Gram Meadors, the Assistant Vice President Sourcing Operations of AT&T Mobility Corporation, the managing member 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 Tangela Martin

My commission expires August 2, 2025

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

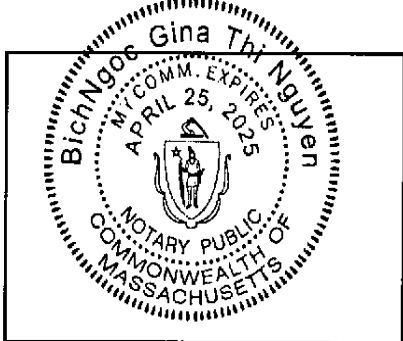
Witnesses:

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 29th 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: Bich Ngoc Gina Thi Nguyen  
My commission expires 4/25/25

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## EXHIBIT A

### Description of the premises

#### Parent Parcel:

The land is situated in the County of Cook, State of Illinois, and is better described as the following:

Lots 1 and 2 and part of Lot 3, Block 2, Joseph Blokerkike's Subdivision of that part of the North 85  $\frac{1}{2}$  acres, lying Southwest of Elston Avenue (except the West 10 acre) in the Southwest  $\frac{1}{4}$  of Section 24, Township 40 North, Range 13 East, Third Principal Meridian, City of Chicago, Cook County, Illinois being more particularly described as follows:

Beginning at the Southwest corner of said Lot 3; thence North 00° 02' 40" West, 117.52 feet; thence South 46° 13' 35" East, 128.87 feet; thence South 43° 46' 25" West, 40.04 feet; thence North 89° 31' 29" West, 65.27 feet to the point of beginning.

Parcel ID: 13243090190000

This being the same property conveyed to American Towers LLC, a Delaware limited liability company by a Deed from R&R Enterprises, an Illinois general partnership dated July 17, 2014 and recorded January 23, 2015 in Instrument 1502318023 in the County of Cook, State of Illinois.

Contained within said bounds 6,415 square feet or 0.1473 acres.

(Continued on next page.)

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## EXHIBIT A – Continued

### Leased Premises:

THAT PART OF LOTS TWO AND THREE IN BLOCK TWO IN JOSEPH BICKERDIKE'S SUBDIVISION OF THAT PART OF THE NORTH 85.5 ACRES LYING SOUTHWESTERLY OF ELSTON AVENUE (EXCEPT THE WEST 10.0 ACRES) IN THE SOUTHWEST QUARTER OF SECTION TWENTY-FOUR, TOWNSHIP FORTY NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT THREE; THENCE EAST ON THE SOUTH LINE OF SAID LOT THREE, HAVING AN ASSUMED BEARING OF SOUTH 89°-20'-35" EAST, A DISTANCE OF 65.30 FT.; THENCE NORTH 43°-47'-10" EAST ON A LINE PERPENDICULAR TO THE NORTHEASTERLY LINE OF SAID LOT THREE, A DISTANCE OF 10.10 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 43°-47'-10" EAST A DISTANCE OF 30.0 FT. TO THE NORTHEASTERLY LINE OF SAID LOT THREE; THENCE NORTH 46°-12'-50" WEST ON THE NORTHEASTERLY LINE OF SAID LOTS TWO AND THREE, A DISTANCE OF 40.0 FT.; THENCE SOUTH 43°-47'-10" WEST, A DISTANCE OF 30.0 FT.; THENCE SOUTH 46°-12'-50" EAST ON A LINE PARALLEL TO THE NORTHEASTERLY LINE OF SAID LOTS TWO AND THREE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

### Access and Utilities:

#### EASEMENT FOR STORAGE AND USE OF CONSTRUCTION MATERIALS

THAT PART OF LOTS TWO AND THREE IN BLOCK TWO IN JOSEPH BICKERDIKE'S SUBDIVISION OF THAT PART OF THE NORTH 85.5 ACRES LYING SOUTHWESTERLY OF ELSTON AVENUE (EXCEPT THE WEST 10.0 ACRES) IN THE SOUTHWEST QUARTER OF SECTION TWENTY-FOUR, TOWNSHIP FORTY NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT THREE; THENCE EAST ON THE SOUTH LINE OF SAID LOT THREE, HAVING AN ASSUMED BEARING OF SOUTH 89°-20'-35" EAST, A DISTANCE OF 65.30 FT. TO THE POINT OF BEGINNING; THENCE NORTH 43°-47'-10" EAST ON A LINE PERPENDICULAR TO THE NORTHEASTERLY LINE OF SAID LOT THREE, A DISTANCE OF 10.10 FT.; THENCE NORTH 46°-12'-50" WEST ON A LINE PARALLEL TO THE NORTHEASTERLY LINE OF SAID LOTS TWO AND THREE, A DISTANCE OF 40.0 FT.; THENCE SOUTH 43°-47'-10" WEST, A DISTANCE OF 47.57 FT. TO THE SOUTH LINE OF SAID LOT THREE; THENCE SOUTH 89°-20'-35" EAST ON THE SOUTH LINE OF SAID LOT THREE, A DISTANCE OF 54.81 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.