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Doc#: 2334733145 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 12/13/2023 10:21 AM Pg: 1 of 7

Prepared by and when recorded, return to:
Blue Sky Towers III, LLC
352 Park Street, Suite 106
North Reading, MA 01864

Parcel ID: 17-09-131-008-0000

ASSIGNMENT AND ASSUMPTION OF TOWER SPACE LICENSES

(IL-03714 W Illinois Street)

(Chicago SMSA Limited Partnership d/b/a Version Wireless)

THIS ASSIGNMENT AND ASSUMPTION OF TOWER SPACE LICENSES (“Assignment”) is made effective as of ~~NOVEMBER 6~~ NOVEMBER 10, 2023 (“Effective Date”), by and between Sexton Condominium Association, an Illinois non-profit corporation (“Assignor”), located at 360 West Illinois Street, Chicago, Illinois 60610, and BLUE SKY TOWERS III, LLC, A Delaware limited liability company (“Assignee”), having an address as 352 Park Street, Suite 106, North Reading, MA 01864.

BACKGROUND RECITALS

A. Assignor, as landlord or licensor, is a party to those certain leases, licenses, and other Agreements with occupants of the tower, equipment shelters and related facilities and improvements, more particularly described on Exhibit A attached hereto and incorporated by reference herein (“Tower Space Licenses”), affecting Assignor’s property located at 360 West Illinois Street, Chicago, County of Cook, State of Illinois and more particularly described on Exhibit B attached hereto and incorporated herein (“Lease Premises”).

B. Assignor has agreed to transfer and assign to Assignee all of its rights, title and interest in and to the Tower Space Licenses and Assignee has agreed to accept an assignment thereof.

C. This Assignment is made pursuant to the Purchase and Sale Agreement dated

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October 12, 2023, between Assignor, as seller, and Assignee, as buyer ("Purchase Agreement"), and any capitalized terms not defined herein have the meanings ascribed to them in the Purchase Agreement.

OPERATIVE PROVISIONS

NOW THEREFORE, for and in consideration of the sum of \$10.00, the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

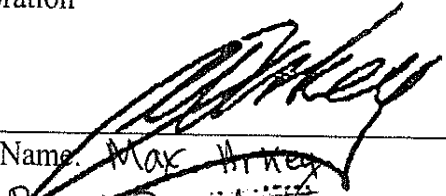
1. The Background Recitals are true and correct and are incorporated herein by this reference.
2. Assignor hereby transfers and assigns to Assignee as of the Effective Date all of its right, title and interest in and to the Tower Space Licenses, together with any amendments to the Tower Space Licenses, and Assignee hereby accepts the aforesaid assignment and assumes and agrees to be bound by and timely perform, observe and discharge, from and after the Effective Date, all of the Assignor's obligations under the Tower Space Licenses upon the terms and conditions set forth in the Tower Space Licenses.
3. Except as expressly set forth herein, the terms of the Tower Space Licenses shall remain in full force and effect, unaltered by this Assignment.
4. Assignor hereby confirms that all of the representations made in the Purchase Agreement regarding the Tower Space Licenses continue to be true and correct as of the date of this Assignment. Assignor and Assignee acknowledge and agree that nothing in this Assignment shall be deemed to contravene or supersede the terms of the Purchase Agreement.
5. Assignor hereby covenants, agrees and represents that, to the extent any consents are necessary to consummate the transaction contemplated hereby, they have been procured.
6. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument.

[Signatures appear on the following pages]

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:
SEXTON CONDOMINIUM
ASSOCIATION, an Illinois non-profit
corporation



Print Name: Max Arkey
Title: Board President

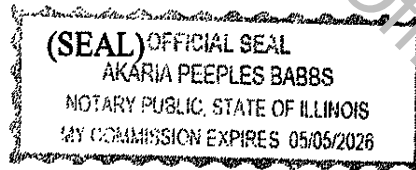
STATE OF ILLINOIS)
COUNTY OF COOK) SS:

On this 5th day of December, 2023, before me, the undersigned officer, personally appeared Maxwell Arkey, proved to me through evidence of identification, to wit: State ID, to be the person whose name is signed on the attached document, and who acknowledged to me that he signed it voluntarily for its stated purpose as the Board President of Maxwell Arkey Sexton Condominium



Notary Public

Print Name: Akaria Peoples Babbs
My Commission expires 05/05/2026



[Signatures continued on the following page]

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ASSIGNEE:

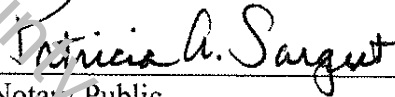
BLUE SKY TOWERS III, LLC,
 a Delaware limited liability company



Print Name: James Rech
 Title: President and Chief Executive Officer

COMMONWEALTH OF MASSACHUSETTS)
) SS:
 COUNTY OF MIDDLESEX)

On this 5th day of December, 2023, before me, the undersigned officer, personally appeared James Rech, President and Chief Executive Officer, provide to me through evidence of identification, to wit: a Massachusetts driver's license, to be the person whose name is signed on the attached document, and who acknowledged to me that he signed it voluntarily for its stated purpose as the President and Chief Executive Officer of BLUE SKY TOWERS III, LLC, a Delaware limited liability company.

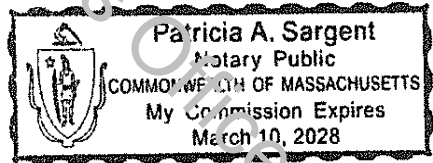


Notary Public

Print Name: Patricia A. Sargent

My Commission expires: March 10, 2028

(SEAL)



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EXHIBIT A

TOWER SPACE LICENSES

Amended and Restated Building and Rooftop Lease Agreement dated November 29, 2023, by and between SEXTON CONDOMINIUM ASSOCIATION, an Illinois non-profit corporation, as LESSOR, and Chicago SMSA Limited Partnership d/b/a Verizon Wireless.

A.	Location:	360 West Illinois Street, Chicago, IL 60654
B.	Tenant:	Verizon Wireless
C.	Current Term Commencement:	11/1/2023
D.	Current Term Expiration:	October 31, 2028
E.	Number/Length of Renewal Terms:	Two five-year renewal terms
F.	Current Monthly Rent; other Payments:	\$3,992.83
G.	Security Deposit:	

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EXHIBIT B

LEGAL DESCRIPTION OF THE LEASE PREMISES

THE ROOFTOP OF THE CONDOMINIUM BUILDING, BEING A PART OF THE COMMON ELEMENTS OF THE SEXTON CONDOMINIUM, LOCATED UPON THE BELOW-DESCRIBED REAL PROPERTY:

Parcel 1:

The South $\frac{1}{2}$ of Block 6 (except the Westerly 50 feet thereof conveyed for Railroad) in the Assessor's Division of that part East of the River and South of Erie Street and known as Kingsbury Tract in the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, also Lots 9 to 16, both inclusive, in Block 6 in Butler, Wright and Webster's Addition to Chicago in Section 9, Township 30 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

That part of the North $\frac{1}{2}$ of Block 6 (except the Westerly 50 feet thereof conveyed for Railroad) in the Assessor's Division of that part East of the River and South of Erie Street and known as Kingsbury Tract in the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, that lies West of a line 144 feet West of and parallel to the East line of said Block 6, in Cook County, Illinois.

Parcel 3:

The South 10 feet of Lots 4 to 8, both inclusive, in Block 6 in Butler, Wright and Webster's Addition to Chicago in the North $\frac{1}{2}$ of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

The South 10 feet of the West 16 feet of Lot 1 in E. Blackman's Subdivision of Lots 1, 2 and 3 in Block 6 in Butler, Wright and Webster's Addition to Chicago in the North $\frac{1}{2}$ of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5:

All that portion of Block 6 in the Assessor's Division of that part East of the Chicago River of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as a strip of land 50 feet in width off the West end of said Block 6, the East line of said strip being 50 feet distant from and parallel with the West line of said Block said strip of land having a frontage of 57 and $\frac{4}{10}$ ths feet upon Illinois and Indiana (now known as Grand Avenue) Streets respectively, in Cook County, Illinois.

Parcel ID#: 17-09-131-008-0000

This being the same property dedicated to The Sexton Condominium Association, an Illinois not-for-profit corporation, for administration and maintenance of the condominium property per that Declaration for the Sexton dated June 28, 1999, and recorded June 29, 1999, in Book 6019, Page

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48, and as Instrument No. 99624458, in Cook County, Illinois, subject to those amendments filed as Instrument Nos. 99776459, 99884787, 09153042, 00098307, 00206219, 00619069, 00669184, 00808451, 00886200, 0010153420, and 1518022095, in Cook County, Illinois.

Property of Cook County Clerk's Office