

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/25/2016 12:55 PM Pg: 1 of 7

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## ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

PIN: 20-24-400-106

STATE OF: ILLINOIS  
COUNTY OF: COOK

Document Date: March 31, 2016

**GRANTOR:** LANDMARK INFRASTRUCTURE  
HOLDING COMPANY LLC  
Address: P.O. Box 3429  
El Segundo, CA 90245

**GRANTEE:** LD ACQUISITION COMPANY 18 LLC  
Address: P.O. Box 3429  
El Segundo, CA 90245

Legal Description: Attached as Exhibit A.

**Prepared by:**  
Landmark Dividend LLC  
P.O. Box 3429  
El Segundo, CA 90245

**Return after recording to:**  
Linear Title and Closing  
Attn: Heather Raposa  
127 John Clarke Road First Floor  
Ocean Technology Plaza  
Middletown, RI 02842  
Order No# LMD-493633-C

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## ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

**THIS ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT** (this "Assignment"), effective on March 31, 2016 is executed by Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, ("Assignor") and LD Acquisition Company 18 LLC, a Delaware limited liability company, ("Assignee").

**WHEREAS**, Nautilus Investments, LLC Jefferey, an Illinois limited liability company ("Owner") leased a certain portion of property located at 6731 S Jeffery Blvd, Chicago IL 60649-5446; as more particularly described in Exhibit "A" attached hereto (the "Property") to T-Mobile USA Inc. ("Tenant") pursuant to a certain lease dated October 31, 2000 and more particularly described in Exhibit "C" attached hereto (the "Lease"); and

**WHEREAS**, Owner and Assignor are parties to that certain Easement and Assignment of Lease Agreement dated March 31, 2016, as recorded on 5/12/16 in the Official Records of Cook County as Instrument ~~1613355070~~ whereby Owner granted a 99 year easement over that areas more particularly described in Exhibit "B" attached hereto (the "Easement") to Assignor and assigned all of its right, title and interest as lessor under the Lease to Assignor; and

**WHEREAS** Assignor desires to assign all of Assignor's rights, title and interest in and to the Easement and Lease to Assignee; and

**NOW THEREFORE**, In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor Assignment. Assignor does hereby assign, transfer, and deliver to Assignee all of Assignor's right, title, and interest in and to the Easement and Lease, including, without limitation, the right to receive any and all rents thereunder.
2. Assignee Assumption of Obligations of Performance. Assignee warrants that it shall assume and faithfully perform and discharge any and all of obligations as grantee under the Easement and lessor under the Lease and Assignor shall be relieved of all future obligations and liability thereunder.
3. Covenants of Cooperation. Assignor and Assignee warrant that it will take such further actions and execute such further instruments, if any, as may be reasonably required to perfect Assignee's assignment and assumption of the Lease.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California without giving effect to its conflict of laws rules.
5. Counterparts; Facsimile Execution. This Assignment may be executed in one or more counterparts (including by facsimile or by electronic copy or transmission), each of which will be the binding agreement of the executing party and which, when taken together, shall be deemed to be one and the same instrument.
6. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
7. Effective Date. This Assignment shall be effective on the date first written above.

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IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the day and year first above written.

**ASSIGNOR:**

**LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC,**  
a Delaware limited liability company

By: 

Name: Dan Parsons  
Title: Authorized Signatory

Date: 4-11-14

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

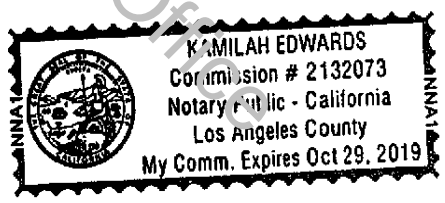
On 4-11-14, before me Kamilah Edwards, a Notary Public, personally appeared Dan Parsons, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.



Signature of Notary Public



[SEAL]

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**ASSIGNEE:**

**LD ACQUISITION COMPANY 18 LLC,**  
a Delaware limited liability company

By: **AIM - LANDMARK MANAGEMENT LLC,**  
a Delaware limited liability company,  
its Sole Member

By: **LANDMARK DIVIDEND MANAGEMENT LLC,**  
a Delaware limited liability company,  
its Managing Member

By:   
Name: **Daniel R. Parsons** *Dan Parsons*  
Title: **Authorized Signatory**

Dated: 4-11-14

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

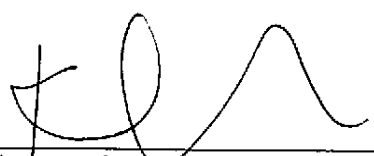
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On 4-11-14, before me Kamilah Edwards, a

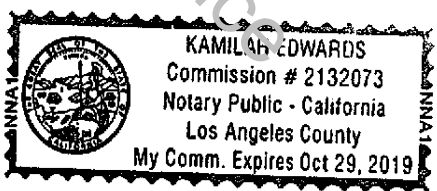
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

  
\_\_\_\_\_  
Signature of Notary Public

[SEAL]



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## EXHIBIT "A"

### LEGAL DESCRIPTION OF PROPERTY

The land referred to herein below is situated in the County of Cook, City of Chicago, State of Illinois and is described as follows:

Lot 6 and the North 10 feet of Lot 7 in Block 1 in Subdivision of the East 134 feet of the West 167 feet of the North 3A of the West Vi of the Southeast 'A of Section 24, Township 38 North, Range 14 East of the Third Principal Meridian (Except the East 68 feet heretofore dedicated) in Cook County, Illinois.

Parcel ID #20-24-400-006

This being the same property conveyed to Nautilus Investments, LLC, Jeffery from Chicago Title Land Trust Company, a corporation of Illinois, as Trustee under a Trust Agreement dated OCTOBER 9, 2009, and known as Trust Number 8002353857, in a deed dated April 08, 2011 and Recorded April 19, 2011 as Instrument No. 1110910072

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## EXHIBIT "B"

### EASEMENT AREA DESCRIPTION

THAT PART OF LOT 6 IN BLOCK 1 IN THE SUBDIVISION OF THE EAST 134 FEET OF THE WEST 167 FEET OF THE NORTH 3/4 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 68TH STREET HERETOFORE DEDICATED, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 6; THENCE NORTH 88°35'52" EAST ALONG THE NORTH LINE OF SAID LOT 6, 104.87 FEET; THENCE SOUTH 1°24'08" EAST, 15.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°33'53" EAST, 21.00 FEET; THENCE SOUTH 1°26'07" EAST, 10.00 FEET; THENCE SOUTH 88°33'53" WEST, 21.00 FEET; THENCE NORTH 1°26'07" WEST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 210 SQUARE FEET (OR 0.005 ACRES), MORE OR LESS.

### ACCESS EASEMENT AREA DESCRIPTION

A NON-EXCLUSIVE EASEMENT IN, ON OVER, UNDER AND ACROSS THE ROOFTOP AND BUILDING LOCATED ON THE PROPERTY MORE PARTICULARLY DESCRIBED IN EXHIBIT A FOR THE PURPOSES OF ACCESS FOR THE CONSTRUCTION, INSTALLATION, OPERATION, REMOVAL, MAINTENANCE, REPAIR OR REPLACEMENT OF RELATED FACILITIES, TOWER AND BASE ANTENNAS, MICROWAVE DISHES, GLOBAL POSITIONING SYSTEM ANTENNAS, EQUIPMENT SHELTERS AND/OR CABINETS AND RELATED ACTIVITIES TOGETHER WITH THE SPACE REQUIRES FOR PLACEMENT AND DISTRIBUTION OF ELECTRICAL WIRES AND RELATED FACILITIES TO SERVICE THE EQUIPMENT DESCRIBED HEREIN.

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## EXHIBIT "C"

### LEASE DESCRIPTION

That certain Rooftop Lease with Option dated October 31, 2000, by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to Nautilus Investments, LLC Jeffery, an Illinois limited liability company, whose address is P.O. Box 3429, El Segundo, California, 90245 ("Lessor") and T-Mobile USA Inc. , ("Lessee"), whose address is 2000 Corporate Drive, Canonsburg PA 15317, for the property located at 6731 S Jeffery Blvd, Chicago IL 60649-5446.

Property of Cook County Clerk's Office