

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/20/2016 11:29 AM Pg: 1 of 8

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## ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

**PIN: 12-22-100-088**

STATE OF: ILLINOIS  
COUNTY OF: COOK

Document Date: 6-16-16

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

**ASSIGNEE:** LD ACQUISITION COMPANY 8 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:**  
Fidelity National Title Group  
Attn: Melissa Cater  
7130 Glen Forest Drive #300  
Richmond, VA 23226

*N 1/2, NW 1/4, S22, Twp 40N, R12E*

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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 6-16-16 is executed by Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, ("Assignor") and LD Acquisition Company 8 LLC, a Delaware limited liability Company, ("Assignee").

WHEREAS, Interstate-Schiller Park, LLC, an Illinois limited liability company ("Owner") leased a certain portion of property located at 9329 Bernice Ave, Schiller Park IL 60176; as more particularly described in Exhibit "A" attached hereto (the "Property") to Crown Communication Inc., ("Tenant") pursuant to a certain lease dated Sep 12, 2000 and more particularly described in Exhibit "C" attached hereto (the "Lease"); and

WHEREAS, Owner and Landmark Infrastructure Holding Company LLC ("LIHC") are parties to that certain Easement and Assignment of Lease Agreement dated Mar 12, 2015, as recorded on 9/11/15 in the Official Records of Cook County as Instrument 1525419175 whereby Owner granted a perpetual easement over the area described on Exhibit "B" (the "Easement") to LIHC and assigned all of its right, title and interest as lessor under the Lease to LIHC; and

WHEREAS, LIHC and Assignor are parties to that certain Assignment of Easement and Lease Agreement dated 4/8/15, as recorded on 2/2/16 in the Official Records of Cook County as Instrument 1603347053, whereby LIHC assigned all of its rights, title and interest in and to the Easement and 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 accruing on and after the Effective Date.
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 accruing on and after the Effective Date.
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 OPERATING COMPANY LLC,  
a Delaware limited liability company**

By: 

Name: Daniel R. Parsons  
Title: Authorized Signatory

Date: June 15, 2016

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.

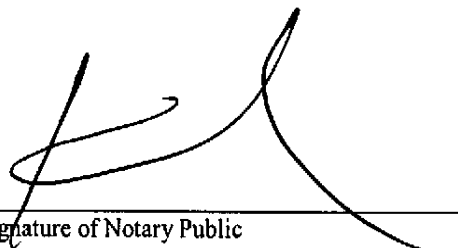
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

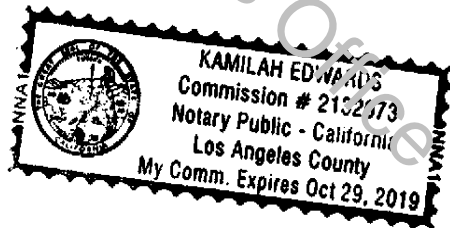
**Kamilah Edwards**

On June 15, 2016, before me \_\_\_\_\_, a Notary Public, personally appeared Daniel R. 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 8 LLC

By: **Landmark Dividend Growth Fund LLC - C,**  
its sole member

By: Landmark Dividend Management LLC,  
it managing member

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

Dated: June 15, 2016

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.

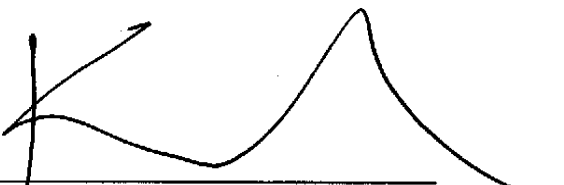
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

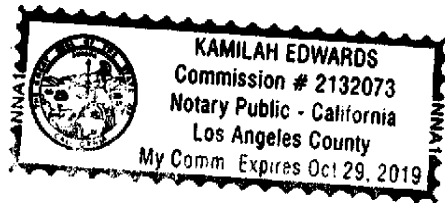
**Kamilah Edwards**

On June 15, 2016, before me \_\_\_\_\_, a Notary Public, personally appeared Daniel R. 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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## EXHIBIT "A"

### LEGAL DESCRIPTION OF PROPERTY

That part of the North 1/2 of the Northwest Fractional quarter of Section 22, Township 40 North, Range 12 East of the Third Principal Meridian, lying East of the Wisconsin Central Railway Company, described as follows:

The West 256.24 feet of the East 552.48 feet of the said Northwest Fractional quarter of Section 22, which lies South of the South line of the North 988 feet of the said Northwest Fractional quarter of Section 22, and North of the South line of the said North 1/2 of the Northwest Fractional quarter of said Section 22, in Cook County, Illinois.

AND BEING the same property conveyed to Interstate-Schiller Park, LLC, an Illinois limited liability company from Hiffman Shaffer Associates, Inc. d/b/a Nai Hiffman, court-appointed sale officer under authority conferred by the provisions of the Judgment of Foreclosure and Sale in Case No. 09-CH-16606 by Sheriff's Deed dated January 17, 2014 and recorded January 27, 2014 in instrument No. 1402741031.

Tax Parcel No. 12-22-100-083

Being more particularly described as

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## EXHIBIT "B"

### TELECOM EASEMENT AREA DESCRIPTION

A 30.00 FOOT BY 30.00 FOOT SITE OVER THAT PART OF THE NORTH HALF OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WISCONSIN CENTRAL RAILWAY COMPANY, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 988.00 FEET OF SAID NORTHWEST FRACTIONAL QUARTER OF SECTION 22, AND THE EAST LINE OF THE WEST 256.24 FEET OF THE EAST 552.48 FEET OF SAID NORTHWEST FRACTIONAL QUARTER OF SECTION 22; THENCE SOUTH 2 DEGREES 21 MINUTES 29 SECONDS EAST, 276.91 FEET AS MEASURED ALONG SAID EAST LINE; THENCE SOUTH 87 DEGREES 38 MINUTES 31 SECONDS WEST, 11.00 FEET PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED SITE, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 2 DEGREES 21 MINUTES 29 SECONDS EAST, 30.00 FEET; THENCE SOUTH 87 DEGREES 38 MINUTES 31 SECONDS WEST, 30.00 FEET; THENCE NORTH 2 DEGREES 21 MINUTES 29 SECONDS WEST, 30.00 FEET; THENCE NORTH 87 DEGREES 38 MINUTES 31 SECONDS EAST, 30.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY.

CONTAINING 900 SQUARE FEET (OR 0.021 ACRES), MORE OR LESS.

Together with

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## ACCESS EASEMENT AREA DESCRIPTION

A 12.00 FOOT ACCESS AND UTILITY EASEMENT OVER THAT PART OF THE NORTH HALF OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WISCONSIN CENTRAL RAILWAY COMPANY, IN COOK COUNTY, ILLINOIS, 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 988.00 FEET OF SAID NORTHWEST FRACTIONAL QUARTER OF SECTION 22, AND THE EAST LINE OF THE WEST 256.24 FEET OF THE EAST 552.48 FEET OF SAID NORTHWEST FRACTIONAL QUARTER OF SECTION 22; THENCE SOUTH 2 DEGREES 21 MINUTES 29 SECONDS EAST, 270.91 FEET AS MEASURED ALONG SAID EAST LINE; THENCE SOUTH 87 DEGREES 38 MINUTES 31 SECONDS WEST, 41.00 FEET PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE POINT BEING THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 38 MINUTES 31 SECONDS EAST, 24.00 FEET; THENCE NORTH 2 DEGREES 21 MINUTES 29 SECONDS WEST, 37.03 FEET; THENCE SOUTH 87 DEGREES 31 MINUTES 56 SECONDS WEST, 167.95 FEET; THENCE NORTH 2 DEGREES 21 MINUTES 29 SECONDS WEST, 233.85 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF BERNICE AVENUE, SAID POINT BEING THE POINT OF TERMINUS OF SAID LINE, ALL IN COOK COUNTY. CONTAINING 5,554 SQUARE FEET (OR 0.128 ACRES), MORE OR LESS.

TOGETHER WITH THOSE RIGHTS OF INGRESS AND EGRESS GRANTED PURSUANT TO THAT CERTAIN AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT RECORDED ON NOVEMBER 3, 2000, AS DOCUMENT NO. 00868356.

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## EXHIBIT "C"

### LEASE DESCRIPTION

That certain PCS Site Agreement dated Sep 12, 2000, by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to Interstate-Schiller Park, LLC, an Illinois limited liability company, whose address is P.O. Box 3429, El Segundo, California, 90245 ("Lessor") and Crown Communication Inc., ("Lessee"), whose address is 2000 Corporate Drive, Canonsburg PA 15317, for the property located at 9329 Bernice Ave, Schiller Park IL 60176, together with any and all amendments, modifications and assignments thereto.

Property of Cook County Clerk's Office