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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/12/2018 08:48 AM Pg: 1 of 9

SECOND ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

PIN: 17-09-230-006

STATE OF: ILLINOIS
COUNTY OF: COOK

Document Date: 11/15/17

GRANTOR:

Address:

LD ACQUISITION COMPANY 12 LLC
P.O. Box 3429
El Segundo, CA 90245

GRANTEE:

Address:

LMRK PROPCO LLC
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

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SECOND ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

THIS SECOND ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT (this "Assignment"), effective on [REDACTED] is executed by LD Acquisition Company 12 LLC, a Delaware limited liability company, ("Assignor") and LMRK PropCo LLC, a Delaware limited liability Company, ("Assignee").

WHEREAS, BCL-Ontario, LLC, an Illinois limited liability company subject to the contract rights in favor of SJI Partners LLC, an Illinois limited liability company pursuant to Agreement for Deed recorded in Instrument No. 1328829073. ("Owner") leased a certain portion of property located at 215 W Ontario St, Chicago, IL 60654; as more particularly described in Exhibit "A" attached hereto (the "Property") to Clear Channel Outdoor, Inc., a Delaware corporation, ("Tenant") pursuant to a certain lease dated Jan 10, 2008 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 January 31, 2014, as recorded on February in the Official Records of Cook County as Instrument 1405922032 whereby Owner granted a 20 year easement over the area more particularly described in the attached "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 March 31, 2014, as recorded on May 2, 2014 in the Official Records of Cook County as Instrument 1412247002 whereby LIHC assigned all of its right, title and interest 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.
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 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:

LD ACQUISITION COMPANY 12 LLC,
a Delaware limited liability company

By: 
Name: Josef Bobek
Title: Authorized Signatory

Date: 11/15/17

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)

COUNTY OF LOS ANGELES)


) ss.
)

Georgia R. Brown

On 11/15/17, before me _____, a Notary Public, personally appeared Josef Bobek, 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.

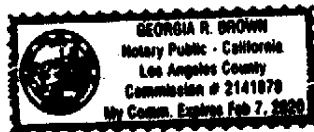
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.



Signature of Notary Public

[SEAL]



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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lots 9 and 10 in Block 14 in Newberry's Addition to Chicago in the Northwest ¼ of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

AND BEING the same property conveyed to BCL-Ontario, LLC, an Illinois limited liability company from 215 Ontario, LLC, an Illinois limited liability company by Warranty Deed dated September 16, 2013 and recorded September 23, 2013 in Instrument No. 1326610041; AND FURTHER CONVEYED to SJI Partners LLC, an Illinois limited liability company from BCL-Ontario LLC by Memorandum of Agreement dated September 11, 2013 and recorded October 15, 2013 in Instrument No. 1328829073.

Tax Parcel No. 17-09-230-006

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EXHIBIT "B"

EASEMENT AREA DESCRIPTION

[See Attached Survey]

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EXHIBIT "C"

LEASE DESCRIPTION

That certain Lease Agreement dated January 10, 2008, by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to BCL-Ontario, LLC, an Illinois limited liability company subject to the contract rights in favor of SJI Partners LLC, an Illinois limited liability company pursuant to Agreement for Deed recorded in Instrument No. 1328829073., whose address is P.O. Box 3429, El Segundo, California, 90245 ("Lessor") and Clear Channel Outdoor, Inc., a Delaware corporation, ("Lessee"), whose address is 4000 S Morgan St, Chicago, IL 60609-2513, for the property located at 215 W Ontario St, Chicago, IL 60654.

Property of Cook County Clerk's Office

RECEIVED
NOV 17 2017

BY: