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Edward M. Moody  
Cook County Recorder of Deeds  
Date: 08/08/2019 10:11 AM Pg: 1 of 8

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## ASSIGNMENT OF PURCHASE, EASEMENT AND LEASE AGREEMENTS

**PIN: 20-24-400-006**

STATE OF ILLINOIS  
COUNTY OF COOK

Document Date: JUNE 26, 2019

**ASSIGNOR:** LANDMARK INFRASTRUCTURE HOLDING COMPANY  
LLC

**Address:** P.O. Box 3429  
El Segundo, CA 90245

**ASSIGNEE:** BSIP PROPCO SPV LLC  
**Address:** c/o Brookfield Asset Management Inc.  
Brookfield Place, 250 Vesey Street  
New York, New York 10281-1023

**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

29332910

Assignment of Purchase, Easement and Lease Agreements  
TC187328

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## ASSIGNMENT OF PURCHASE, EASEMENT AND LEASE AGREEMENTS

**THIS ASSIGNMENT OF PURCHASE, EASEMENT AND LEASE AGREEMENTS** (this "Assignment"), effective on JUNE 25, 2019 is executed by LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC, a Delaware limited liability company ("Assignor") and BSIP PROPCO SPV LLC, a Delaware limited liability company ("Assignee").

**WHEREAS**, Nautilus Investments, LLC Jefferey ("Owner") leased a certain portion of property located at 6731 Jefferey Blvd, Chicago, IL, as more particularly described in Exhibit "A" attached hereto (the "Property") to New Cingular Wireless PCS, LLC ("Tenant") pursuant to a certain lease dated Feb 6, 2013 and more particularly described in Exhibit "C" attached hereto (as amended, the "Lease"); and

**WHEREAS**, pursuant to that certain Purchase and Sale of Telecom Easement and Assignment Agreement dated Nov 20, 2018 (as amended, the "Owner/Assignor Purchase Agreement"), by and between Owner and Assignor, Owner and Assignor entered into that certain Easement and Assignment of Lease Agreement dated Nov 20, 2018, as recorded on Jan 1, 2019 in the Official Records of Cook County as Doc #1901034023 whereby Owner granted a 99 year easement over the area more particularly described in Exhibit "B" attached hereto (as amended, the "Easement") to Assignor and assigned all of its right, title and interest as lessor under the Lease to Assignor; and

**WHEREAS**, pursuant to that certain Purchase Agreement dated as of JUNE 20, 2019 (the "Assignor/Assignee Purchase Agreement"), by and among BSIP PropCo SPV LLC, Assignor and Landmark Dividend LLC, Assignor has previously assigned all of Assignor's right, title and interest in and to the Owner/Assignor Purchase Agreement, Easement and Lease to Assignee, and Assignor and Assignee desire to provide record notice of such assignment; 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. **Assignment by Assignor.** Assignor does hereby confirm that, pursuant to the Assignor/Assignee Purchase Agreement, Assignor has assigned, transferred, and delivered to Assignee all of Assignor's right, title, and interest in and to the Owner/Assignor Purchase Agreement, Easement and Lease, including, without limitation, the right to receive any and all rents thereunder, in each case to the extent first accruing from and after JUNE 25, 2019 (the "Closing Date").
2. **Acceptance and Assumption by Assignee.** Assignee hereby confirms that, pursuant to the Assignor/Assignee Purchase Agreement, it has assumed and shall faithfully perform and discharge any and all of Assignor under each of the Owner/Assignor Purchase Agreement, Easement and Lease, and Assignor shall be relieved of all future obligations and liability thereunder, in each case to the extent first accruing from and after the Closing Date.
3. **Inconsistencies.** This Assignment is delivered pursuant to and subject to the Assignor/Assignee Purchase Agreement, and the terms of the Assignor/Assignee Purchase Agreement, including the representations, warranties, covenants, agreements, indemnities and other terms and conditions set forth therein are incorporated herein by reference. If there are any inconsistencies between this Assignment and the Assignor/Assignee Purchase Agreement, the Assignor/Assignee Purchase Agreement shall control.
4. **Successors and Assigns; Third-Party Beneficiaries.** This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Assignor/Assignee Purchase Agreement.
5. **Governing Law; Jurisdiction.** This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any conflict or choice of law provision that would require or permit the

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application of the laws of any other jurisdiction. The provisions of Sections 10.12 and 10.13 of the Assignor/Assignee Purchase Agreement are incorporated herein by reference, *mutatis mutandis*.

6. Counterparts. This Assignment may be executed and delivered in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

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

**ASSIGNOR:**

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

By: [Signature]  
Name: Josef Bobek  
Title: Authorized Signatory

Date: 6/17/2019

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.

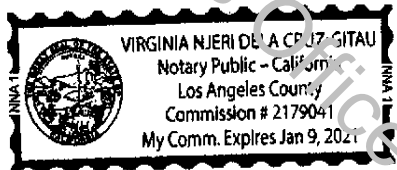
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 6/17/2019, before me Virginia Njeri DeLaCruz-Gitau, 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]  
Signature of Notary Public

[SEAL]

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**ASSIGNEE:**

**BSIP PROPCO SPV LLC,**  
a Delaware limited liability company

By:   
Name: Ralph Klatzkin  
Title: Authorized Signatory

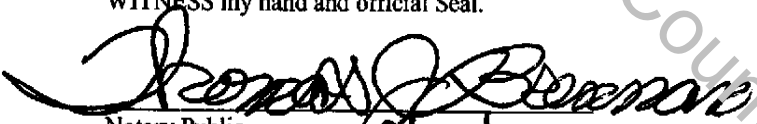
Date: June 27 2019

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

On June 27, 2019, before me, Thomas J Brennan a Notary Public in and for said County and State, personally appeared Ralph Klatzkin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) i /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 New York that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

  
Notary Public  
My Commission Expires: 8/21/2021

THOMAS J. BRENNAN  
Notary Public, State of New York  
No. 01875048229  
Qualified in Dutchess County  
Certificate Filed in New York County  
Commission Expires \_\_\_\_\_

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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  $\frac{1}{4}$  of the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  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.

Assignment of Purchase, Easement and Lease Agreements

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## EXHIBIT "B"

### EASEMENT LEGAL DESCRIPTION

THAT PART OF THE ROOFTOP OF AN EXISTING BUILDING, LOCATED WITHIN 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, 104.68 FEET; THENCE SOUTH 1°24'08" EAST, 34.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°33'53" EAST, 14.00 FEET; THENCE SOUTH 1°26'07" EAST, 18.00 FEET; THENCE SOUTH 83°33'53" WEST, 14.00 FEET; THENCE NORTH 1°26'07" WEST, 18.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 252 SQUARE FEET (OR 0.006 ACRES), MORE OR LESS.

Together with

### ACCESS EASEMENT AREA DESCRIPTION

A NON-EXCLUSIVE EASEMENT IN, ON OVER, UNDER AND ACROSS THE ROOFTOP AND THROUGH ANY BUILDINGS 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 REQUIRED 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 Option and Lease Agreement dated February 6, 2013, by and between Nautilus Investments, LLC Jeffery ("Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Lessee"), for the property located at 6731 S. Jeffery Blvd., Chicago, IL 60649, together with any amendments, modifications or assignments, together with all amendments, modifications and/or assignments, for which a Memorandum of Agreement is duly recorded on October 30, 2015, as instrument no. 1530319108 of the Cook County Registry.

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