Doc#. 2019720069 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds
Date: 07/15/2020 09:55 AM Pg: 1 of 6

ASSIGNMENT OF TELECOM EASEMENT AGREEMENT

PIN: 12-34-400-022-0000

STATE OF: ILLINOIS COUNTY OF: COOK

Document Date: March 3, 2020

ASSIGNOR:

LANDMARK INFRASTRUCTURE

HOLDING COMPANY LLC

Address:

P.O. Box 3429

El Segundo, CA 90245

ASSIGNEE:

LD ACQUISITION COMPANY 19 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

TC187389

Return after recording to: Return after recording to:

Old Republic National Title Ins. Co.

530 S Main St Ste 1031 Akron, OH 44311-1002 ADULS 77

LOACEasement Assgn/ TCN: LMD-1463125-C

ASSIGNMENT OF TELECOM EASEMENT AGREEMENT

THIS ASSIGNMENT OF TELECOM EASEMENT AGREEMENT (this "Assignment"), effective on March 3, 2020, is executed by Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, ("Assignor") and LD Acquisition Company 19 LLC, a Delaware limited liability Company ("Assignee").

WHEREAS, A.S. Melrose Park Building, LLC, a Colorado limited liability company ("Owner") leased a certain portion of property located at 2001 N 17th Ave, Melrose Park IL 60160-1347; as more particularly described in Exhibit "A" attached hereto (the "Property") to Vertical Bridge, ("Tenant") pursuant to a certain lease dated Dec 01, 1996 (the "Lease"); and

WHEREAS, Owner and Assignor are parties to that certain Telecom Easement Agreement dated Feb 25, 2020, as recorded on 10 12 22 20 in the Official Records of Cook County as Instrument 2012 2020 whereby Owner granted a pe pe ual easement over the area more particularly described in the attached "Exhibit B" (the "Easement") to Assigno 3 and

WHEREAS Assignor desires to assign all of Assignor's rights, title and interest in and to the Easement 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. <u>Assignor Assignment</u>. Assignor does here v assign, transfer, and deliver to Assignee all of Assignor's right, title, and interest in and to the Easement, including, without limitation, the right to receive any and all rents thereunder.
- 2. <u>Assignee Assumption of Obligations of Performance</u>. Assignee warrants that it shall assume and faithfully perform and discharge any and all of obligations as grantee under the Easement and Assignor shall be relieved of all future obligations and liability thereunder.
- 3. <u>Covenants of Cooperation</u>. Assignor and Assignee warrant that i. will take such further actions and execute such further instruments, if any, as may be reasonably required to perfect Assignee's assignment of the Easement.
- 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. <u>Counterparts: Facsimile Execution.</u> 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. <u>Successors and Assigns</u>. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
- 7. <u>Effective Date</u>. This Assignment shall be effective on the date first written above.

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: Josef work

Title: Authorized Signatory

Date: 3-25-25-45

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

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

WITNESS my hand and official Seal.

ASHLEY RCCHEC'E MARK
Notary Public - California
Los Angeles County
Commission # 2297376
My Comm. Expires Jul 18, 2023

Cionatura of Motary Public

[SEAL]

ASSIGNEE:

LD ACQUISITION COMPANY 19 LLC, a Delaware limited liability company

Ву:____

Name: Josef Bobek

Title: Authorized Signatory

Date: 3-25-2525

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

STATE OF CALIFORNIA

(ĵs

COUNTY OF LOS ANGELES

On 3-25-200, before me Ay 200 Quite May 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 instantent 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 C diffo nia that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

A 51-LY ROCHELLE MARK
Notary Public - California
Los (ngele County
Communication 1-297376
My Comm. Expl. es. of 18, 2023

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 Melrose Park, State of Illinois, and is described as follows:

Parcel 1:

A parcel of land being a part of Lot 4 in Block 2 of Franklin Farms, being a subdivision of the North 1/2 of the South East 1/4 and the West 1/2 of the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of Section 34, Township 40 North, Range 12 East of the Third Principal Meridian, lying South of the Indian boundary line except that part taken for railroad, described a fallows: Beginning at a Point in the North line of the South 300 feet of the North 468.66 feet of said Lot 4, a distance of 13.21 feet West of the North and South center line of the West 1/2 of the South East 1/4 of said Section; thence East along the North line of the South 300 feet of the North 468.66 feet of said Lot 4, a distance of 3.21 feet to a point 10.00 feet West of the North and South center line of the West 1/2 of the West 1/2 of the South East 1/4 of said Section, thence North along a line 10.00 feet West and parallel with said North and South center line a distance of 34.18 feet to a point of tangency thence Southwesterly along an arc of a circle convex to the Southeast and having a radius of 183.18 feet a distance of 34.37 feet to the point of beginning in Cook County. It in ois.

Parcel 2:

The North 234 feet of the South 300 feet of the No th 468.66 feet of that part of Lot 4 in Block 2 in Franklin Farms, being a subdivision of the North 1/2 of the South East 1/4 and the West 1/2 of the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of Section 34, Township 40 North, Runge 12 East of the Third Principal Meridian, lying South of the Indian boundary line (except that part taken, for railroad) lying East of the East line of 17th Avenue being a line 33 feet East of and parallel with the West line of sold Lot 4 and lying West of a line 10 feet West of and parallel with the North and South center lines of the West 1/2 of the Southeast 1/4 of Said Section 34 in Cook County Illinois.

Less and except all that portion described, lying East of the Railroad right of-vay.

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EXHIBIT "B"

EASEMENT AREA DESCRIPTION

TOWER EASEMENT

THE NORTH 50 FEET OF THE WEST 50 FEET OF THE EAST 65 FEET OF THE NORTH 234 FEET OF THE SOUTH 300 FEET OF THE NORTH 468.66 FEET OF THAT PART OF LOT 4 IN BLOCK 2 IN FRANKLIN FARMS, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY IN E (EXCEPT THAT PART TAKEN FOR RAILROAD) LYING EAST OF THE EAST LINE OF 17TH AVENUE BEING A LINE 33 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 4 AND LYING WEST OF A LINE 10 FEET WEST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINES OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 34 IN COOK COUNTY ILLINOIS, ALSO BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTLESECTION OF THE NORTH LINE OF THE NORTH 234 FEET OF THE SOUTH 300 FEET OF THE NORTH 468.66 FELT OF SAID LOT 4 WITH THE EASTERLY RIGHT-OF-WAY LINE OF NORTH 17TH AVENUE; THENCE NORTH 88°16'30" EAST ALONG SAID NORTH LINE, 223.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°16'30" EAST ALONG SAID NORTH LINE, 50.00 FEET; THENCE SOUTH 1°53'47" EAST, 50.00 FEET: THENCE SOUTH 88°16'30" WEST, 50.00 FEET; THENCE NORTH 1°53'47" WEST, 50.00 FEET TO THE POINT OF DEGINNING.

CONTAINING 2,500 SQUARE FEET (0.057 ACRES), MORE OR LESS.

ACCESS & UTILITY EASEMENT

A 12.00 FOOT WIDE ACCESS & UTILITY EASEMENT IN THAT PART OF THE NORTH 234 FEET OF THE SOUTH 300 FEET OF THE NORTH 468.66 FEET OF THAT PART OF LOT 4 1/2 SLOCK 2 IN FRANKLIN FARMS, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH DETTHE INDIAN BOUNDARY LINE (EXCEPT THAT PART TAKEN FOR RAILROAD) LYING EAST OF THE EAST LINE OF 17TH AVENUE BEING A LINE 33 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF CAUSACT LINES OF THE WEST OF A LINE 10 FEET WEST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINES OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 34 IN COOK COUNTY ILLINOIS, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE NORTH 234 FEET OF THE SOUTH 300 FEET OF THE NORTH 468.66 FEET OF SAID LOT 4 WITH THE EASTERLY RIGHT-OF-WAY LINE OF NORTH 17TH AVENUE; THENCE NORTH 88°16'30" EAST ALONG SAID NORTH LINE, 223.82 FEET; THENCE SOUTH 1°53'47" EAST, 17.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°16'30" WEST, 68.04 FEET; THENCE SOUTH 60°11'17" WEST, 147.02 FEET; THENCE SOUTH 52°16'05" WEST, 31.91 FEET TO THE POINT OF TERMINATION ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF NORTH 17TH AVENUE.

CONTAINING 2,964 SQUARE FEET (0.068 ACRES), MORE OR LESS.