

# UNOFFICIAL COPY

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Edward M. Moody  
Cook County Recorder of Deeds  
Date: 10/23/2020 01:48 PM Pg: 1 of 7

**Prepared by and Return To:**

Attorney Anthony Depasquale  
American Tower Corporation  
10 Presidential Way  
Woburn, MA 01801  
ATC Site No. 303843

ATC Site Name: Arlington Heights South

Tax Parcel ID Number(S): 08-16-200-114-0000, 08-16-200-115-0000, 08-16-200-108-0000

FA14 727818

**Prior Recorded Reference:**

Document No: 2001028010  
State of Illinois  
County of Cook

## MEMORANDUM OF ASSIGNMENT

This MEMORANDUM OF ASSIGNMENT ("**Memorandum**") is entered into on the 23rd day of July, 2020 by and between **Landmark Infrastructure Holding Company LLC**, a Delaware limited liability company, ("**Assignor**"), and **American Tower Asset Sub II, LLC**, a Delaware limited liability company ("**Assignee**") (Assignor and Assignee are sometimes referred to collectively as, the "**Parties**").

**NOTICE** is hereby given of the following:

1. Buhrke Series, LLC - 428 Series ("**Owner**") is the owner, or predecessor-in-interest to Owner, of certain real property being described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Property**").

2. Owner and Assignor entered into that certain Easement and Assignment of Lease Agreement dated October 29, 2019, between Assignor (as Grantee thereunder) and Owner (as Grantor thereunder) recorded on January 10, 2020 as Document Number 2001028010 with the records of Cook County, Illinois (the "**Easement**"), pursuant to which Owner conveyed to Assignor: (a) a perpetual exclusive easement in and to that portion of the Property more particularly described on **Exhibit "B"** attached hereto and by this reference made a part hereof (the "**Exclusive Easement Area**") for the transmission and reception of wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of a communications tower and related equipment and facilities; and (b) a perpetual non-exclusive easement in and to that portion of the Property more particularly described on **Exhibit "C"** attached hereto and by this reference made a part hereof (the "**Access and Utility Easement Area**") for ingress and egress to and from the Exclusive Easement Area and for the installation, repair, replacement, improvement, maintenance and removal of utilities providing service thereto.

3. Pursuant to the Easement, Assignor was conveyed all of Owner's beneficial interest in a certain Site Agreement No. 106 - Arlington Heights, Illinois dated December 13, 1989 between Owner or Owner's predecessor-in-interest, as lessor, and Cellular One - Chicago (as the same may have been amended from time

ATC Site No: 303843  
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Landmark: TC198343

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to time, the "Lease"), all as more particularly described in the Easement.

4. Assignor and Assignee are parties to a certain Assignment of Telecommunication Easement and Lease dated on or about the date of this Memorandum (the "**Assignment Agreement**"), pursuant to which Assignor has assigned to Assignee, and Assignee has assumed from Assignor, all of Assignor's right, title and interest in and to the Easement as more particularly described in the Assignment Agreement.

5. Also pursuant to the Assignment Agreement, Assignor has assigned to Assignee, and Assignee has assumed from Assignor, all of Assignor's right, title and interest in and to the Lease including, without limitation, all amounts due and payable thereunder, also as more particularly described in the Assignment Agreement.

6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Assignment Agreement. In the event of a conflict between this Memorandum and the Assignment Agreement, the Assignment Agreement shall control. Assignor hereby grants the right to Assignee to complete and execute on behalf of Assignor any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Assignor at: 400 Continental Boulevard, Suite 500 , El Segundo, CA 90245, Attn: Legal Department; To Assignee at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Property is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

**ASSIGNOR:**

**Landmark Infrastructure Holding Company LLC,**  
a Delaware limited liability company

Signature: [Signature]  
By: Daniel R. Parsons  
Its: Authorized Signatory  
Date: 6-24-20

Signature: [Signature]  
Print Name: Emma Parsons  
Signature: [Signature]  
Print Name: ANN PARSONS

**ALL CAPACITY ACKNOWLEDGMENT**

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

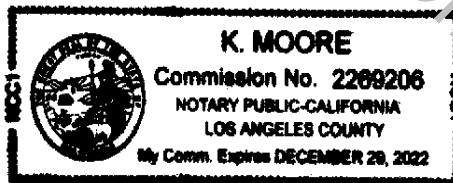
On June 24th, 2020, before me K. Moore, personally

appeared Daniel R. Parsons, Authorized Signatory, (print name of notary) 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 the 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 officer



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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**ASSIGNEE:**

**American Tower Asset Sub II, LLC,**  
a Delaware limited liability company

Signature: *Carol Maxime*  
By: Carol Maxime  
Its: Senior Counsel, US Tower  
Date: 7/22/2020

Signature: *[Signature]*  
Print Name: Quang Nguyen  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS & ACKNOWLEDGMENT**

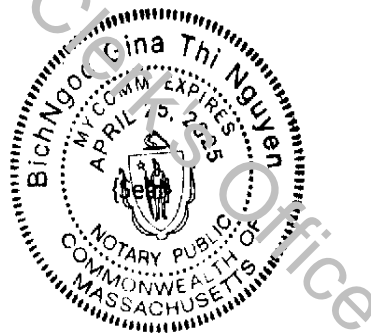
Commonwealth of Massachusetts

County of Middlesex

On this the 22nd day of July, 2020, before me, the undersigned Notary Public, personally appeared Carol Maxime, Senior Counsel, personally known to me (or 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 the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Bich Ngoc Gina Thi Nguyen*  
Notary Public  
My Commission Expires: \_\_\_\_\_



**Attachments:**

- Exhibit "A" – Property
- Exhibit "B" – Exclusive Easement Area
- Exhibit "C" – Access and Utility Easement Area

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## EXHIBIT A - Property

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

Lot No. 3 in Buhrke's First Resubdivision of Lot 1 in Buhrke's Subdivision of Part of Lot 7 in the Subdivision of Joseph A. Barnes Farm in Section 16, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

This being the same property conveyed to Buhrke Series, LLC - 428 Series from Chicago Title Land Trust Company, a Corporation of Illinois, as Successor Trustee under the provisions of a Deed or Deeds in Trust, duly recorded and delivered to said company in pursuance of a Trust Agreement dated the 25th day of October, 1974 and known as Trust Number 428 in a deed dated December 12, 2018 and recorded January 4, 2019 as Instrument No. 1900418088.

Also the following parcel of land used for ingress and egress:

That part of Lot 4 in Buhrke's Subdivision, recorded December 21, 1971 as Document Number LR2599871, being a part of Lot 7 in the Subdivision of Joseph A. Barnes Farm in Section 16, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System East Zone, NAD 83 (2011 Adjustment) all distances are grid, all areas are ground, combined factor of 1.00005829, described as follows:

Beginning at the Southwest corner of said Lot 4; Thence North 18°47'36" East, along the Northwesterly line of said Lot 4, 463.67 feet; Thence Northeasterly 11.56 feet along a non-tangent curve to the right with radius of 80.00 Feet, chord bearing North 44°11'01" East, and chord of 11.54 feet to a point of tangency; Thence North 49°42'08" East, 31.38 feet to a point in the Northeasterly line of said Lot 4; Thence South 40°17'52" East, along said Northeasterly line, 16.20 feet to a point 40.75 feet Southeasterly of the Northwest corner thereof, as measured along said Northeasterly line; Thence South 36°46'39" West, 84.09 feet; Thence South 18°47'36" West, 412.71 feet to the Southwesterly line of said Lot 4; Thence North 71°12'20" West, along the Southwesterly line of said Lot 4, 9.50 feet to the Point of Beginning. Said Parcel containing 0.122 acres, (5332 Square feet), more or less.

Being situated in the County of Cook, State of Illinois, and being known as  
Cook County APNs: 08-16-200-114-0000, 08-16-200-115-0000, 08-16-200-108-0000.

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## **EXHIBIT B – Exclusive Easement Area**

ALL THAT PART OF LOT 3 IN BUHRKE'S SUBDIVISION OF PART OF LOT 7 IN THE SUBDIVISION OF JOSEPH A. BARNES' FARM IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED IN COOK COUNTY REGISTRAR'S DOCUMENT LR2599871, COOK COUNTY ILLINOIS DESCRIBED AS:

BEGINNING AT A 1 INCH DIAMETER PIPE FOUND AT THE SOUTHEAST CORNER OF SAID LOT 3, THENCE NORTH 24°00'00" EAST ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 40.00 FEET (PASSING OVER A 1 INCH DIAMETER PIPE A DISTANCE OF 5.06 FEET); THENCE NORTH 66°00'00" WEST A DISTANCE OF 50.00 FEET TO A POINT 0.20 FEET SOUTHWEST OF A 1 INCH DIAMETER PIPE; THENCE SOUTH 24°00'00" WEST A DISTANCE OF 28.63 FEET TO THE SOUTH LINE OF SAID LOT 3 (PASSING OVER A 1 INCH DIAMETER PIPE A DISTANCE OF 23.56 FEET); THENCE SOUTH 53°11'48" EAST ALONG SAID SOUTH LOT LINE A DISTANCE OF 51.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,715 SQUARE FEET OR 0.04 ACRES.

Property of Cook County Clerk's Office

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## EXHIBIT C – Access and Utility Easement Area

AN EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL THAT PART OF LOT 3 IN BUHRKE'S SUBDIVISION OF PART OF LOT 7 IN THE SUBDIVISION OF JOSEPH A. BARNES' FARM IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED IN COOK COUNTY REGISTRAR'S DOCUMENT LR2599871, COOK COUNTY ILLINOIS DESCRIBED AS:

COMMENCING AT A 1 INCH DIAMETER PIPE FOUND AT THE SOUTHEAST CORNER OF SAID LOT 3, THENCE NORTH 24°00'00" EAST ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING (PASSING OVER A 1 INCH DIAMETER PIPE A DISTANCE OF 5.06 FEET); THENCE NORTH 66°00'00" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 24°00'00" EAST A DISTANCE OF 21.72 FEET; THENCE NORTH 65°40'27" WEST A DISTANCE OF 175.61 FEET; THENCE NORTH 24°00'00" EAST A DISTANCE OF 639.62 FEET TO A 1/2 INCH REBAR WITH OBLITERATED CAP FOUND ALONG THE NORTH LINE OF PARENT PARCEL; THENCE SOUTH 66°00'00" EAST ALONG SAID LINE A DISTANCE OF 8.32 FEET; THENCE SOUTH 24°00'00" WEST A DISTANCE OF 605.73 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 15.65 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 89°40'27", AND CHORD BEARING SOUTH 20°50'14" EAST 14.10 FEET; THENCE SOUTH 65°40'27" EAST A DISTANCE OF 202.34 FEET; THENCE NORTH 24°00'00" EAST A DISTANCE OF 113.56 FEET; THENCE SOUTH 66°00'00" EAST A DISTANCE OF 5.00 FEET TO THE EAST LINE OF SAID LOT 3 BEING THE EAST LINE OF THE ABOVE DESCRIBED PARENT PARCEL; THENCE SOUTH 24°00'00" WEST A DISTANCE OF 159.02 FEET TO THE POINT OF BEGINNING.

Together with a 60-foot-wide non-exclusive easement for ingress and egress to Algonquin Road (Public) as recorded by the Cook County Registrar in Document No. LR2599871.