

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
Date: 10/12/2022 10:25 AM Pg: 1 of 8

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**SECOND ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT**

**PIN: 04-32-100-021**

STATE OF: ILLINOIS  
COUNTY OF: COOK

Document Date: October 1, 2022

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

**ASSIGNEE:** LANDMARK INFRASTRUCTURE  
HOLDING COMPANY 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  
TC175900

**Return after recording to:**  
Old Republic National Title Ins. Co.  
530 S. Main Street, Suite 1061  
Akron, OH 44311-1002  
Attn: Kim Cauthern

07-22 246618

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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 October 1, 2022 is executed by Landmark Infrastructure Operating Company LLC, a Delaware limited liability company, ("Assignor") and Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, ("Assignee").

**WHEREAS**, GLENVIEW INVESTORS-HOTEL, LLC, a Delaware limited liability company ("Owner") leased a certain portion of property located at 1400 Milwaukee Ave, Glenview IL 60025-1400; as more particularly described in Exhibit "A" attached hereto (the "Property") to T-Mobile Central, LLC, ("Tenant") pursuant to a certain lease dated Dec 31, 2014 and more particularly described in Exhibit "C" attached hereto (the "Lease"); and

**WHEREAS**, Owner and Assignee are parties to that certain Easement and Assignment of Lease Agreement dated May 23, 2017, as recorded on June 23, 2017 in the Official Records of Cook County as Instrument 1717439177 whereby Owner granted a 35 years easement over the area more particularly described in Exhibit "B" attached hereto (the "Easement") to Assignee and assigned all of its right, title and interest as lessor under the Lease to Assignee; 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, in each case, 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 Delaware 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 INERASTRUCTURE OPERATING COMPANY LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Josef Bobek  
Title: Authorized Signatory  
Date: \_\_\_\_\_

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.

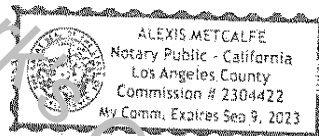
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 9/22/22, before me Alexis Metcalfe, 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:

LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC,  
a Delaware limited liability company

By: [Signature]  
Name: Josef Bobek  
Title: Authorized Signatory  
Dated: 9/10/22

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.

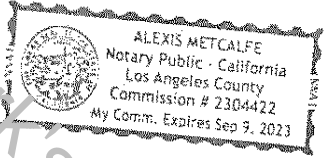
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On 9/10/22, before me Alexis Metcalfe, 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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## EXHIBIT "A"

### LEGAL DESCRIPTION OF PROPERTY

An interest in land, said interest being over a portion of the following described parent parcel:

Lot 1 in Park Central Subdivision in the Southwest 1/4 of Section 29 and the Northwest 1/4 of Section 32, Township 42 North, Range 12, East of the Third Principal Meridian, lying East of the Illinois State Toll Highway and Southwesterly of Milwaukee Avenue, according to the Plat thereof recorded January 14, 1986 as Document 86017692 in Cook County, Illinois.

(Except the South 40 feet of Lot 1 (as measured along the West line thereof) in Park Central Subdivision, being a subdivision in the Southwest quarter of Section 29 and the Northeast quarter of Section 32, all in Township 42 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded January 01, 1986 as Document 86017692, in Cook County, Illinois.

Also known as:

That part of Lot 1 in Park Central Subdivision; being a subdivision in the Southwest quarter of Section 29 and the Northeast quarter of Section 32, all in Township 42 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded January 01, 1986 as Document 86017692, described as follows: commencing at the Southwest corner of said Lot 1; thence South 86 degrees 49 minutes 10 seconds East, along the South line of said Lot 1, a distance of 283.95 feet; thence North 52 degrees 15 minutes 16 seconds East, along a southeasterly line of said Lot 1, a distance of 61.06 feet; thence North 86 degrees 49 minutes 10 seconds West, parallel with and 40 feet Northerly of (as measured perpendicular to) the South line of said Lot 1, to the West line thereof; thence South 03 degrees 09 minutes 53 seconds West, along the West line of said Lot 1, a distance of 40.00 feet to the point of beginning, in Cook County, Illinois.)

LESS AND EXCEPT that portion of property conveyed to ABT Electronics, Inc., an Illinois corporation from Glenview Investors - Hotel, LLC, a Delaware limited liability company by Special Warranty Deed dated April 17, 2017 and recorded April 25, 2017 in Instrument No. 1711522082.

AND BEING the same property conveyed to Glenview Investors-Hotel LLC, a Delaware limited liability company from Lionex Chicago LLC, an Illinois limited liability company, WynCardozo LLC, an Illinois limited liability company, and GT Galilee LLC, an Illinois limited liability company by Special Warranty Deed dated February 26, 2016 and recorded March 11, 2016 in Instrument No. 1607142049.

Tax Parcel No. 04-32-100-021

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## EXHIBIT "B"

### EASEMENT LEGAL DESCRIPTION

#### ROOFTOP EASEMENT:

THAT PART OF LOT 1 IN PARK CENTRAL SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 29 AND THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE ILLINOIS STATE TOLL HIGHWAY AND SOUTHWESTERLY OF MILWAUKEE AVENUE, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 14, 1986 AS DOCUMENT 86017692 IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY CORNER OF SAID LOT 1; THENCE SOUTH 52°08'13" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, 484.79 FEET; THENCE NORTH 37°51'47" WEST, 321.45 FEET TO THE POINT OF BEGINNING; THENCE NORTH 86°59'59" WEST, 12.00 FEET; THENCE NORTH 3°00'01" EAST, 16.67 FEET; THENCE SOUTH 86°59'59" EAST, 12.00 FEET; THENCE SOUTH 3°00'01" WEST, 16.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 200 SQUARE FEET (OR 0.005 ACRES), MORE OR LESS.

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## ACCESS EASEMENT AREA DESCRIPTION

### NON-EXCLUSIVE UTILITY EASEMENT and NON-EXCLUSIVE ACCESS EASEMENT SPACE

THE PART OF THE PROPERTY, DESCRIBED IN EXHIBIT A HERETO, ON WHICH ANY EQUIPMENT EXISTS ON THE EFFECTIVE DATE TOGETHER WITH THE PORTION OF THE PROPERTY USED BY UTILITY PROVIDERS AND LEASED BY GRANTOR AS THE LEASE PREMISES UNDER EACH TELECOM TENANT LEASE INCLUDING BUT NOT LIMITED AS FOLLOWS:

UTILITIES AND TELECOMMUNICATIONS. GRANTEE IS HEREIN GRANTED, CONSISTENT WITH EACH TELECOM TENANT LEASE, A NON-EXCLUSIVE EASEMENT IN, TO, UNDER AND OVER THE PORTIONS OF THE PROPERTY FOR INGRESS AND EGRESS TO THE EASEMENT, SHAFT WAYS, CHASE WAYS, SOFFITS, RISERS, COLUMNS, CRAWL SPACES, RAFTERS, OR ANY OTHER SPACE FOR PLACEMENT OF CABLES, WIRING, ETC., WHICH IS NECESSARY TO INSTALL, OPERATE AND MAINTAIN THE TELECOMMUNICATIONS EQUIPMENT AND/OR PERSONAL PROPERTY, TOGETHER WITH THE RIGHT TO USE SUCH EASEMENT FOR THE DEVELOPMENT, REPAIR, MAINTENANCE AND REMOVAL OF UTILITIES AND/OR CABLES PROVIDING SERVICE TO THE EASEMENT AND ANY RELATED ACTIVITIES AND USES.

ACCESS. GRANTEE IS HEREIN GRANTED, CONSISTENT WITH EACH TELECOM TENANT LEASE, ALL RIGHTS OF INGRESS AND EGRESS TO AND FROM THE EASEMENT, ACROSS THE PROPERTY AND THROUGH THE BUILDING DESCRIBED IN EXHIBIT A HERETO, PROVIDING ACCESS TO A PUBLICLY DEDICATED ROADWAY, INCLUDING BUT NOT LIMITED TO MILWAUKEE AVENUE, ALONG WITH THE RIGHT TO USE SUCH ACCESS EASEMENT FOR THE DEVELOPMENT, REPAIR, MAINTENANCE AND REMOVAL OF UTILITIES PROVIDING SERVICE TO THE EASEMENT AND ANY RELATED ACTIVITIES AND USES.

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## EXHIBIT "C"

### LEASE DESCRIPTION

That certain unrecorded Site Lease Agreement dated Dec 31, 2014, by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to GLENVIEW INVESTORS-HOTEL, LLC, a Delaware limited liability company, whose address is P.O. Box 3429, El Segundo, California, 90245 ("Lessor") and T-Mobile Central, LLC, ("Lessee"), whose address is 12920 S.E. 38th Street Attn: PCS Lease Administrator, Bellevue WA 98006, for the property located at 1400 Milwaukee Ave, Glenview IL 60025-1400, together with any and all amendments, modifications and assignments thereto.

Property of Cook County Clerk's Office