

# UNOFFICIAL COPY

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CEDRIC GILES  
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Date 5/15/2024 4:13 PM Pg: 1 of 7

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

**PIN:** 15-04-104-010-0000

STATE OF: ILLINOIS  
COUNTY OF: COOK

Document Date: October 23, 2023

**ASSIGNOR:**

Address:

LD ACQUISITION COMPANY 19 LLC  
P.O. Box 3429  
El Segundo, CA 90245

**ASSIGNEE:**

Address:

LDAC 19 OUTDOOR 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  
BB198491

Address: 3600 W. North Ave, Stone Park, IL 60165

**Return after recording to:**

Fidelity National Title Group  
7130 Glen Forest Dr Ste 300  
Richmond, VA 23226-3754

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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 23, 2023, is executed by LD Acquisition Company 19 LLC, a Delaware limited liability company, ("Assignor") and LDAC 19 Outdoor LLC, a Delaware limited liability company ("Assignee").

**WHEREAS**, 3600 W. North Avenue, LLC, an Illinois limited liability company ("Owner") leased a certain portion of property located at 3600 W North Ave, Stone Park IL 60165-1033; as more particularly described in Exhibit "A" attached hereto (the "Property") to Clear Channel Outdoor, LLC, ("Tenant") pursuant to a certain lease dated Feb 07, 2011 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 Sep 30, 2020, as recorded on November 10, 2020 in the Official Records of Cook County as Instrument 20131308179 whereby Owner granted a perpetual 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 Assignment of Lease Agreement dated October 1, 2023, as recorded on December 31, 2020 in the Official Records of Cook County as Instrument 2036601032 whereby LIHC assigned all of its right, title and interest in the Easement and the 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 lessor under the 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 19 LLC,**  
a Delaware limited liability company

By: [Signature]  
Name: Josef Bobek  
Title: Authorized Signatory  
Date: OCT 10 2023

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 October 10, 2023, before me Rosario Flores, 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:

**LDAC 19 OUTDOOR LLC,**  
a Delaware limited liability company

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

Dated: OCT 10 2023

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      )

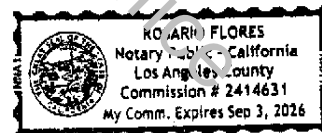
On October 10, 2023 before me Rosario Flores, a Notary Public, personally appeared Josef Bobek, who proved to me, on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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

The land referred to herein below is situated in the County of Cook, Village of Stone Park, State of Illinois, and is described as follows:

Lots 1 through 10 inclusive in Block 5 in H. O. Stone and Company's Worlds Fair Addition to Stone Park Illinois in Section 4, Township 39 North, Range 12, East of the third principal meridian, in Cook County, Illinois.

Parcel ID #15-04-104-001-0000

This being the same property conveyed to 3600 W. North Avenue LLC from Chicago Title Land Trust Company, a corporation of Illinois, successor trustee to First National Bank of LaGrange, as Trustee under the provisions of a deed or deeds in trust, pursuant to a trust agreement dated the 26th day of December, 1979 and known as Trust Number 1877, in a deed dated October 23, 2007 and recorded November 05, 2007, as Instrument No. 0730911068.

Property Commonly Known As: 3600 W North Avenue, Stone Park, IL 60165-1033  
County of Cook

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## EXHIBIT "B"

### EASEMENT AREA DESCRIPTION

THAT PART OF LOT 1 IN BLOCK 5 IN H.O. STONE AND COMPANY'S WORLDS FAIR ADDITION TO STONE PARK ILLINOIS IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 1°04'13" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 36TH AVENUE, 61.75 FEET; THENCE SOUTH 88°11'29" WEST, 32.40 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 1°04'13" WEST ALONG SAID WEST LINE, 61.75 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST NORTH AVENUE; THENCE NORTH 88°11'29" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 32.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,000 SQUARE FEET (0.046 ACRES), MORE OR LESS.

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## EXHIBIT "C"

### LEASE DESCRIPTION

That certain Clear Channel Outdoor Lease Agreement #33888 dated Feb 07, 2011, as amended by that certain Amendment to Clear Channel Outdoor Lease Agreement #33888 dated April 26, 2012, by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to 3600 W. North Avenue, LLC, an Illinois limited liability company, whose address is P.O. Box 3429, El Segundo, California, 90245 ("Lessor") and Clear Channel Outdoor, LLC, ("Lessee"), whose address is 4000 S. Morgan Street, Chicago IL 60609, for the property located at 3600 W North Ave, Stone Park IL 60165-1033, together with any and all modifications, amendments and/or assignments thereto.

Property of Cook County Clerk's Office