

STATE OF INDIANA
LAKE COUNTY
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2016 NOV 10 AM 10:06

MICHAEL B. BROWN
RECORDER

THIRD ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

PIN: 108-093

STATE OF: INDIANA
COUNTY OF: LAKE COUNTY

Document Date: June 16, 2016

**Document is
NOT OFFICIAL!**

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the Lake County Recorder!**

STOP

GRANTOR:
Address:

LD ACQUISITION COMPANY 10 LLC
P.O. Box 3429
El Segundo, CA 90245

GRANTEE:
Address:

LD ACQUISITION COMPANY 7 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

Return after recording to:
Fidelity National Title Group
Attn: Melissa Cater
7130 Glen Forest Drive #300
Richmond, VA 23226

027340

FILED

NOV 09 2016

**JOHN E. PETALAS
LAKE COUNTY AUDITOR**

This instrument is being filed as an accommodation only. It has not been examined as to its execution, insurability or affect on title.

AMOUNT \$ 22⁰⁰
CASH _____ CHARGE _____
CHECK # 1613570222
OVERAGE _____
COPY _____
NON - COM _____
CLERK RM

LDAC Lease Assgn TCN: 15 809 449
BB121881/Lake County Trust Co.

E

THIRD ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS THIRD ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this "Assignment"), effective on June 16, 2016, is executed by LD Acquisition Company 10 LLC, a Delaware limited liability company, ("Assignor") and LD Acquisition Company 7 LLC, a Delaware limited liability Company, ("Assignee").

WHEREAS, Lake County Trust Co., as Trustee of Trust No. 1171, ("Owner") leased a certain portion of property located at 4702 W. 2th Avenue, Gary, IN 46406; as more particularly described in Exhibit "A" attached hereto (the "Property") to CBS Outdoor Inc. ("Tenant") pursuant to a certain lease dated July 27, 1992 and more particularly described in Exhibit "B" attached hereto (the "Lease"); and

WHEREAS, Owner and Landmark Infrastructure Holding Company LLC successor-in-interest to LD Holdings LLC ("LIHC") are parties to that certain unrecorded Assignment And Assumption of Lease Agreement dated February 15, 2013, whereby Owner 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 Second Assignment And Assumption of Lease Agreement dated March 28, 2013, as recorded on February 5, 2016 in the Official Records of Lake County as Instrument No: 2016 008375 whereby LIHC assigned all of its right, title and interest as lessor under the Lease to Assignor; and

WHEREAS Assignor desires to assign all of Assignor's rights, title and interest in and to the 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 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 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.

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

LOTS 45 AND 46, BLOCK 1, AS SHOWN IN PLAT BOOK 10, PAGE 33, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA.

AND BEING THE SAME PROPERTY CONVEYED TO BENJAMIN SAKS FROM LAKE COUNTY TRUST COMPANY, AS TRUSTEE OF A TRUST AGREEMENT DATED JULY 26TH, 1965 AND KNOWN AS TRUST NO. 1171 BY RELEASES AND QUIT CLAIM DEED DATED SEPTEMBER 29, 1981 AND RECORDED SEPTEMBER 30, 1981 IN INSTRUMENT NO. 645839; AND FURTHER BEING A PORTION OF THE SAME PROPERTY CONVEYED TO LAKE COUNTY TRUST COMPANY, AS TRUSTEE OF A TRUST AGREEMENT DATED JULY 26, 1965 AND KNOWN AS TRUST NUMBER 1171 FROM BENJAMIN SAKS BY QUIT CLAIM DEED DATED MARCH 10, 1987 AND RECORDED MARCH 10, 1987 IN INSTRUMENT NO. 906007.

This Document is the property of

TAX PARCEL NOS. 45-07-13-47-000-003, 45-07-13-47-017, 000-003

TOGETHER WITH A TWENTY FOOT (20.00') WIDE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS ALL THAT PART OF BLOCKS 1 AND 3, BELLEVUE ADDITION TO GARY, BEING PART OF THE SOUTHEAST 1/4 OF SECTION 13, T36N, R9W, AS SHOWN IN PLAT BOOK 10, PAGE 33, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, LYING 10.00 FEET EACH SIDE OF AND COINCIDENT WITH A CENTERLINE DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 45 OF SAID PLAT; THENCE S 00°37'45" E ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 52.86 FEET TO THE POINT OF BEGINNING; THENCE N 44°49'15" W A DISTANCE OF 23.05 FEET; THENCE N 85°08'44" W A DISTANCE OF 309.55 FEET; THENCE S 88°40'28" W A DISTANCE OF 162.32 FEET; THENCE S 49°35'01" W A DISTANCE OF 27.82 FEET; THENCE S 13°12'47" W A DISTANCE OF 76.50 FEET; THENCE S 45°41'51" W A DISTANCE OF 30.75 FEET, MORE OR LESS TO THE NORTH RIGHT OF WAY LINE OF 27TH PLACE, AND THE POINT OF ENDING. CONTAINING 12,600 SQUARE FEET OR 0.29 ACRES, MORE OR LESS.

EXHIBIT "B"

LEASE DESCRIPTION

That certain Sign Location Lease Agreement dated July 27, 1992 and further amended on September 9, 2011 by and between LD Holdings LLC, a Delaware limited liability company, successor in interest to Lake County Trust Co., as Trustee of Trust No. 1171, whose address is P.O. Box 3429, El Segundo, California, 90245 ("Lessor") and CBS Outdoor Inc. ("Lessee"), for the property located at 4702 W. 2th Avenue, Gary, IN 46406.

