

STATE OF INDIANA
LAKE COUNTY
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2017 046835

2017 JUL 28 AM 9:10

MICHAEL B. BROWN
RECORDER

MEMORANDUM OF LEASE PURCHASE AGREEMENT

PIN: 45-03-06-453-001.000-025

STATE OF: INDIANA
COUNTY OF: LAKE

Document Date: JULY 19, 2017



GRANTOR: BOARD OF WORKS & SAFETY OF THE CITY OF WHITING,
INDIANA, a Municipal corporation
Address: 1443 119th St
Whiting, IN 46394-1742

GRANTEE: LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC
Address: P.O. Box 3429
2141 Rosecrans Ave, Ste. 2100
El Segundo, CA 90245

Legal Description: Attached as Exhibit A.

Prepared by:
Landmark Dividend LLC
P.O. Box 3429
2141 Rosecrans Ave, Ste. 2100
El Segundo, CA 90245
TC176030

Return after recording to:
Fidelity National Title Group
Attn: Melissa Cater
7130 Glen Forest Drive #300
Richmond, VA 23226
FNF 25 340 553

FILED

JUL 27 2017

JOHN E. PETALAS
LAKE COUNTY AUDITOR

025819

AMOUNT \$ 25,000
CASH _____ CHARGE _____
CHECK# 1613578708
OVERAGE _____
CCPY _____
NON-CONF _____
DEPUTY JAS

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MEMORANDUM OF LEASE PURCHASE AGREEMENT

THIS MEMORANDUM OF LEASE PURCHASE AGREEMENT (this "Memorandum") is made as of July 19, 2017, between **BOARD OF WORKS & SAFETY OF THE CITY OF WHITING, INDIANA**, a Municipal corporation ("Landlord"), and **LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC**, a Delaware limited liability company ("Landmark").

WHEREAS, Landlord, as lessor, and SBA as successor in interest to SprintCom, Inc., as lessee ("Tenant"), are parties to that certain unrecorded lease dated as of June 13, 2005 (as amended, the "Lease") and more particularly described on Exhibit B attached hereto, with respect to the premises described on Exhibit A attached hereto (the "Leased Premises"); and

WHEREAS, Landlord and Landmark are parties to a Lease Purchase Agreement dated on or about the date hereof (the "Agreement"), pursuant to which Landlord has, among other things, sold and assigned to Landmark its right, title and interest in and to the Lease. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement, and of Landmark's rights under the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and agree as follows:

1. Subject to the terms and conditions set forth in the Agreement, Landlord has sold and assigned all of its right, title and interest in and to the Lease and the Leased Premises to Landmark for a term of thirty-five (35) years commencing on July 19, 2017 and terminating July 31, 2052 (the "Termination Date"). Landlord shall retain certain obligations and liabilities of lessor under the Lease.
2. Commencing upon the termination or expiration of the Lease and extending until the Termination Date, Landlord hereby leases the Leased Premises to Landmark (the "Replacement Lease").
3. This Memorandum is solely for the purpose of providing constructive notice of the Agreement. In the event of a conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement shall control. This Memorandum has been duly executed by the undersigned as of the date first written above.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

LANDLORD:

BOARD OF WORKS & SAFETY OF THE CITY OF WHITING, INDIANA,
a Municipal corporation

By: *Joseph M. Stahura*
Name: Joseph M. Stahura
Its: Mayor

Date: 07/18/17

STATE OF Indiana)
COUNTY OF Lake)



On July 18th, 2017, before me, Jennifer Giancola, a Notary Public in and for said County and State, personally appeared Joseph M. Stahura, 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 Indiana that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

Jennifer Giancola
Notary Public
My Commission Expires: 12-04-2024



[SEAL]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

LANDMARK:

LANDMARK INFRASTRUCTURE HOLDING COMPANY
LLC, a Delaware limited liability Company

By: [Signature]
Name: DANIEL R PARSONS
Title: Authorized Signatory

Date: 7/18/17

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

A notary public or other officer whose 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.

STOP

State of California

County of Los Angeles

On July 18, 2017, before me, Jennifer Pouliot-Jones, a Notary Public, personally appeared Daniel R. Parsons, 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]



EXHIBIT A

LEGAL DESCRIPTION

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

ALL THAT PARCEL of land situate in the City of Whiting, County of Lake and State of Indiana, being that part of the Southeast Quarter (SE 1/4) of Section 6, Township 37 North, Range 9 West of the 2nd P.M. lying between the Northeasterly right of way line of the Pittsburgh, Fort Wayne & Chicago Railroad, and the Northeasterly right of way line of railroad of Penn Central Transportation Company (formerly the New York Central Railroad) North of the North right of way line of 117th Street, EXCEPTING THEREFROM a parcel of land described as follows:

COMMENCING at the intersection of the Northeasterly right of way line of the Pittsburgh, Fort Wayne & Chicago Railroad and the West line of the Southeast Quarter of Section 6, thence Southeast along the Northeasterly right of way line of the Pittsburgh, Fort Wayne & Chicago Railroad, a distance of 631.15 feet to the point of beginning, which is a point of curve; thence southeast on a curve to the left with a radius of 2318.30 feet and a central angle of 22° 05' 00", a distance of 907.02 feet along the arc to a point of tangency; thence continuing Southeast on the tangent line a distance of 328.70 feet to a point of curve; thence continuing Southeast on a curve to the right with a radius of 2019.48 feet and a central angle of 18° 52' 00", a distance of 664.98 feet along the arc to a point of tangency on the Northeasterly right of way line of the railroad of said Transportation Company (formerly New York Central Railroad); thence Southeast along the Northeasterly right of way line of railroad of Transportation Company a distance of 268.94 feet to intersect the North right of way line of 117th Street in the City of Whiting; thence West, along the North right of way line of 117th Street, a distance of 164.14 feet; thence Northwest with a deflection angle of 37° 32' 00" to the right a distance of 138.77 feet to a point of curve; thence Northwest on a curve to the left with a radius of 1919.48 feet and a central angle of 18° 52' 00" a distance of 632.06 feet along the arc to a point of tangency; thence continuing North west on the tangent line a distance of 328.70 feet to a point of curve; thence Northwest on a curve to the right with a radius of 2418.30 feet and a central angle of 5° 32' 56" a distance of 234.20 feet along the arc to intersect the Northeasterly right of way line of the Pittsburgh, Fort Wayne & Chicago Railroad; thence Northwest, along the Northeasterly right of way line of the Pittsburgh, Fort Wayne & Chicago Railroad, a distance of 688.23 feet to the point of beginning;

CONTAINING within the aforesaid and described boundary lines and excluding the above described exception a total of 17.364 acres, more or less.

TOGETHER WITH AND SUBJECT TO a permanent right and easement across a strip of land 100 feet wide for the construction and maintenance of any and all necessary underground pipes and wires which may be required in connection with the proposed use of the land as a site for a sewerage treatment plant.

AND BEING the same property conveyed to Board of Works & Safety of the City of Whiting, Indiana, a municipal corporation from George P. Baker, Robert W. Blanchette and Richard C. Bond, Trustees of the property of Penn Central Transportation Company by Indenture dated July 08, 1974 and recorded August 12, 1974 in Instrument No. 263748.

Tax Parcel No. 45-03-06-453-001.000-025

Said interest being over land more particularly described by the following description:

TOWER EASEMENT DESCRIPTION:

ALL THAT PART OF A PARCEL OF LAND LYING IN AND BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LYING BETWEEN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE PITTSBURGH FORT WAYNE & CHICAGO RAILROAD AND THE NORTHEASTERLY RIGHT OF WAY LINE OF RAILROAD OF PENN CENTRAL TRANSPORTATION COMPANY (FORMERLY THE NEW YORK CENTRAL RAILROAD), LAKE COUNTY, INDIANA, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE S 89°14'43" W ALONG THE SOUTH LINE OF SAID SECTION 6, 196.40 FEET; THENCE N 53°13'49" W, 246.27 FEET; THENCE N 52°38'23" W, 1357.76 FEET; THENCE S 37°21'37" W, 47.69 FEET TO THE POINT OF BEGINNING; THENCE S 37°43'30" W, 80.00 FEET; THENCE N 52°16'30" W, 80.00 FEET; THENCE N 37°43'30" E, 80.00 FEET; THENCE S 52°16'30" E, 80.00 FEET TO THE POINT OF BEGINNING. CONTAINING 6,400 SQUARE FEET OR 0.147 ACRES, MORE OR LESS.

ACCESS EASEMENT DESCRIPTION:

A 12.00 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS ALL THAT PART OF A PARCEL OF LAND LYING IN AND BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LYING BETWEEN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE PITTSBURGH FORT WAYNE & CHICAGO RAILROAD AND THE NORTHEASTERLY RIGHT OF WAY LINE OF RAILROAD OF PENN CENTRAL TRANSPORTATION COMPANY (FORMERLY THE NEW YORK CENTRAL RAILROAD), LAKE COUNTY, INDIANA, LYING 6.00 FOOT EACH SIDE OF AND COINCIDENT WITH A CENTERLINE DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE S 89°14'43" W ALONG THE SOUTH LINE OF SAID SECTION 6, 196.40 FEET; THENCE N 53°13'49" W, 246.27 FEET; THENCE N 52°38'23" W, 1357.76 FEET; THENCE S 37°21'37" W, 47.69 FEET; THENCE N 52°16'30" W, 40.95 FEET TO THE POINT OF BEGINNING; THENCE N 37°43'30" E, 29.73 FEET; THENCE S 52°47'45" E, 1082.29 FEET; THENCE S 52°42'56" E, 492.68 FEET TO THE NORTH RIGHT OF WAY LINE OF 117TH STREET (60' PUBLIC RIGHT OF WAY) AND THE POINT OF ENDING. CONTAINING 19,256 SQUARE FEET OR 0.442 ACRES, MORE OR LESS.



EXHIBIT B

LEASE DESCRIPTION

That certain unrecorded Site Lease Agreement dated June 13, 2005, by and between BOARD OF WORKS & SAFETY OF THE CITY OF WHITING, INDIANA, a Municipal corporation ("Landlord") and SBA as successor in interest to SprintCom, Inc., a Kansas corporation ("Tenant"), for the property located at Central Avenue, Whiting, IN 46394.



I affirm under penalties for perjury,
that I have taken reasonable care to
redact each Social Security number in
this document, unless required by law"

MC

