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ADAM GARDINER

RECORDER, SALT LAKE COUNTY, UTAH
FIDELITY NATIONAL TITLE GROUP
7130 GLEN FOREST DR STE 300

RICHMOND UA 23226

BY: DKA, DEPUTY - MA 7 P.

ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

PIN: 33-01-226-001

STATE OF: UTAH

COUNTY OF: SALT LAKE

Document Date:

3/4/2015

GRANTOR:

LANDMARK INFRASTRUCTURE

HOLDING COMPANY LLC

Address:

P.O. Box 3429

El Segundo, CA 90245

GRANTEE:

LANDMARK INFRASTRUCTURE

OPERATING 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

Return after recording to:

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

RECEIVED MAR 12 2015

LDAC Easement & Lease Assgn TCN: 19 521 480 TC143637/Cazco Enterprises LLC

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ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

THIS ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT (this "Assignment"), effective on 3-4-2015 is executed by Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, ("Assignor") and Landmark Infrastructure Operating Company LLC, a Delaware limited liability Company, ("Assignee").

WHEREAS, CAZCO Enterprises, a Utah limited liability company ("Owner") leased a certain portion of property located at 132 W 13490 S, Draper UT 84020; as more particularly described in Exhibit "A" attached hereto (the "Property") to CC TM PA LLC, ("Tenant") pursuant to a certain lease dated Jan 02, 2003 and more particularly described in Exhibit "B" attached hereto (the "Lease"); and

WHEREAS, Owner and Assignor are parties to that certain Easement and Assignment of Lease Agreement dated Dec 12, 2014, as recorded on 9.13.17 in the Official Records of Salt Lake County as Instrument 126/52/7 whereby Owner granted a 99 year easement (the "Easement") to Assignor and 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 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. <u>Assignor Assignment.</u> 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. <u>Assignee Assumption of Obligations of Performance</u>. 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. <u>Covenants of Cooperation</u>. 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. <u>Counterparts; Facsimile Execution</u>. 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. <u>Successors and Assigns</u>. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
- 7. <u>Effective Date</u>. This Assignment shall be effective on the date first written above.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the day and year first above written.

ASSIGNOR:
LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC, a Delaware limited liability company
Ву:
Name: Control of the
Date: <u><i>19-17-15</i></u>
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
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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ASSIGNEE:

T	AND	JARK	INFRA	STRIICTII	RE OPERAT	ING COMI	DANVIIC

	_
у:	ву:
ame:	By: Name:
itle: Authorized Signatory	Title:

Dated: 2-27-15

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 July 1925, before me July 1925, before me Notary Public, personally appeared July 1925, before me no the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that the she/they executed the same in this 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]



LDAC Easement & Lease Assgn TCN: 19 521 480 TC143637/Cazco Enterprises LLC

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Beginning South 89 658 16° West 163.9 feet and South 0 601 44° East 84 feet and South 89°58'16° West 572.15 feet from the Northeast corner of Section 1, Township 4 South, Range 1 West, Salt Lake Meridian, and running thence South 0°0144° East 228,4 feet; thence North 89 658 16° East 136.56 feet, more or less; thence South 0°01'44° East 250 feet; thence South 89658 16° West 668.87 feet, more or less; 'thence North 562,40 fee, more or less, to the North section line of said Section 1; thence North 89°58'16° East 585.62 feet, more or less; thence South 0601 44° East 84 feet; thence South 89°58'16° West 53.58 feet to beginning.

Less and excepting any portion within the Jordan and Salt Lake Canal.

Also less and excepting those certain tracts condemned by that certain Final Order of Condemnation recorded May 6, 1998 as Entry No. 6954154 in Book 7969 at Page 1353, more particularly described as follows:

A parcel of land in fee for the purpose of constructing thereon an access read incident to the construction of an expressway known as Project No. 0154 being part of an entire tract or property situate in Lot 1 of Section 1, Township 4 South, Range 1

West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of an Easterly boundary line of said entire tract and the Northerly right of way line of 13490 South Street, which point is 171.806 meters South and 182,484 meters West from the Northeast corner of said Section I, said point also being 171.720 meters South 0\(^001\) 44" East and 145.383 meters South 89 \(^058\) 16" West from the West Witness Monument for said Northeast corner of Section 1, located at 13400 South Street and the West Frontage Road; thence South 89 \(^058\) 16" West 29.760 meters along said Northerly right of way line of 134900 South Street to a point 10.973 meters perpendicularly distant Northerly from the center line of said 13490 South Street, opposite Engineer Station 10+013.383; thence North 0\(^001\)04" West 1.829 meters; thence Easterly 29.928 meters along the arc of a 162.164 radius curve to the left (chord bears North 84 \(^041\)1 42" East 29.886 meters) along a line concentric with said center line to said Easterly boundary line; thence South 0 \(^00144\)" East 4.578 meters along said Easterly boundary line to the point of beginning.

More particularly described as

TELECOM EASEMENT AREA DESCRIPTION

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE I WEST, SALT LAKE BASE AND MERIDIAN, DRAPER CITY, SALT LAKE COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 01; THENCE NORTH 89°36'08" EAST, ALONG THE NORTH LINE, 1326.30 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°23'52" EAST, 100.48 FEET TO THE POINT OF BEGINNING: THENCE NORTH 89°29'41" EAST, 40.32 FEET; THENCE SOUTH 00°53'58" EAST, 39.23 FEET; THENCE SOUTH 88°13'09" WEST. 40.32 FEET; THENCE NORTH 00°53'58" WEST, 40.13 FEET TO THE POINT OF BEGINNING.

TOWER EASEMENT CONTAINS 1600 SQUARE FEET OR 0.037 ACRES MORE OR LESS.

Together with

ACCESS EASEMENT AREA DESCRIPTION

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DRAPER CITY, SALT LAKE COUNTY, UTAH AND BEING THE CENTERLINE OF A 12 FOOT WIDE ACCESS AND UTILITY EASEMENT BEING 6 FEET EITHER SIDE OF THE FOLLOWING DESCRIPTION:

COMMENCING AT THE NORTH QUARTER CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 01; THENCE NORTH 89°36'08" EAST, ALONG THE NORTH LINE, 1366.73 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°23'52" EAST, 112.99 FEET TO THE POINT OF BEGINNING: THENCE NORTH 89°06'02" EAST, 59.45 FEET; THENCE SOUTH 00°53'58" EAST, 225.29 FEET; THENCE SOUTH 20°07'19" WEST, 80.23 FEET; THENCE SOUTH 00°10'02" EAST, 147.32 FEET TO THE POINT OF TERMINATION.

THE SIDE LINES ARE TO BE PROLONGED OR SHORTENED AT THE NORTHERLY LINE OF 13490 SOUTH STREET AND THE EASTERLY LINE OF THE TOWER EASEMENT AREA.

ACCESS AND UTILITY EASEMENT CONTAINS 6147 SQUARE FEET OR 0.141 ACRES MORE OR LESS.

EXHIBIT "B"

LEASE DESCRIPTION

That certain Site Lease with Option dated Jan 02, 2003, together with any and all amendments, assignments and modifications, by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to CAZCO Enterprises, a Utah limited liability company, whose address is P.O. Box 3429, El Segundo, California, 90245 ("Lessor") and CC TM PA LLC, successor in interest to VoiceStream PCS II Coproation, ("Lessee"), whose address is 2000 Corporate Drive, Canonsburg PA 15317, for the property located at 132 W 13490 S, Draper UT 84020.