

13-2

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

**PIN: TBD**

STATE OF: UTAH  
COUNTY OF: SALT LAKE

Document Date: September 29, 2017

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

**GRANTEE:** LD ACQUISITION COMPANY 15 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  
TC165604

**Return after recording to:**  
Fidelity National Title Group  
7130 Glen Forest Dr Suite 300  
Richmond, VA 23226-3754  
23236018

12665808  
11/27/2017 10:51 AM \$36.00  
Book - 10623 Pg - 332-344  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
FIDELITY NATIONAL TITLE GROUP  
COMMERCIAL LENDER & SEARCH SRV  
7130 GLEN FOREST DR STE 300  
RICHMOND VA 23226  
BY: RWA, DEPUTY - MA 13 P.

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

**THIS ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT** (this "Assignment"), effective on September 29, 2017 is executed by Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, ("Assignor") and LD Acquisition Company 15 LLC, a Delaware limited liability Company, ("Assignee").

**WHEREAS**, WJG 9071 Office Condominium Owners Association, Inc. ("Owner") leased a certain portion of property located at 9071 South 1300 West, West Jordan UT 84088; as more particularly described in Exhibit "A" attached hereto (the "Property") to New Cingular Wireless PCS, LLC, ("Tenant") pursuant to a certain lease dated May 07, 1999 and more particularly described in Exhibit "C" attached hereto (the "Lease"); and

**WHEREAS**, Owner and Assignor are parties to that certain Easement and Assignment of Lease Agreement effective October 1, 2017, as recorded on 10/4/17 in the Official Records of Salt Lake County as ~~Instrument~~ BK 10605, pg 6281 whereby Owner granted a 40 year easement over the area more particularly described in the attached "Exhibit B" (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. 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.





**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

**PARCEL 1:**

All Common Area located within Building 1, of WEST JORDAN GATEWAY OFFICE CONDOMINIUM PHASE 1, AMENDED according to the Record of Survey Plat recorded in Book 98-6P at Page 158, in the office of the Salt Lake County Recorder and in the Declaration for Condominium and Covenants, Conditions and Restrictions for West Jordan Gateway Office Condominiums, a commercial condominium development, recorded April 30, 1999 as Entry No. 7338875 in Book 8272 at Page 8945 and amended in that Second Amendment to the Declaration of Condominium as recorded March 26, 2002 as Entry No. 8186081 in Book 8580 at Page 4421 and in the Amendment to Declaration of Condominium recorded December 11, 2009 as Entry No. 10857836 in Book 9787 at Page 8875 and in the Declaration of Condominium including Declarations of Covenants, Conditions and Restrictions from Building No. 1 West Jordan Gateway Office Condominium Phase 1, Amended recorded December 23, 2011 as Entry No. 11302250 in Book 9976 at Page 8704 of official records.

**PARCEL 2:**

Unit 100, Building 1, of WEST JORDAN GATEWAY OFFICE CONDOMINIUM PHASE 1, AMENDED according to the Record of Survey Plat recorded in Book 98-6P at Page 158, in the office of the Salt Lake County Recorder and in the Declaration for Condominium and Covenants, Conditions and Restrictions for West Jordan Gateway Office Condominiums, a commercial condominium development, recorded April 30, 1999 as Entry No. 7338875 in Book 8272 at Page 8945 and amended in that Second Amendment to the Declaration of Condominium as recorded March 26, 2002 as Entry No. 8186081 in Book 8580 at Page 4421 and in the Amendment to Declaration of Condominium recorded December 11, 2009 as Entry No. 10857836 in Book 9787 at Page 8875 and in the Declaration of Condominium including Declarations of Covenants, Conditions and Restrictions from Building No. 1 West Jordan Gateway Office Condominium Phase 1, Amended recorded December 23, 2011 as Entry No. 11302250 in Book 9976 at Page 8704 of official records.

**EXHIBIT "B"**

**EASEMENT AREA DESCRIPTION**

Room/Cabinet space measuring approximately 156 square feet as substantially described and depicted as follows:

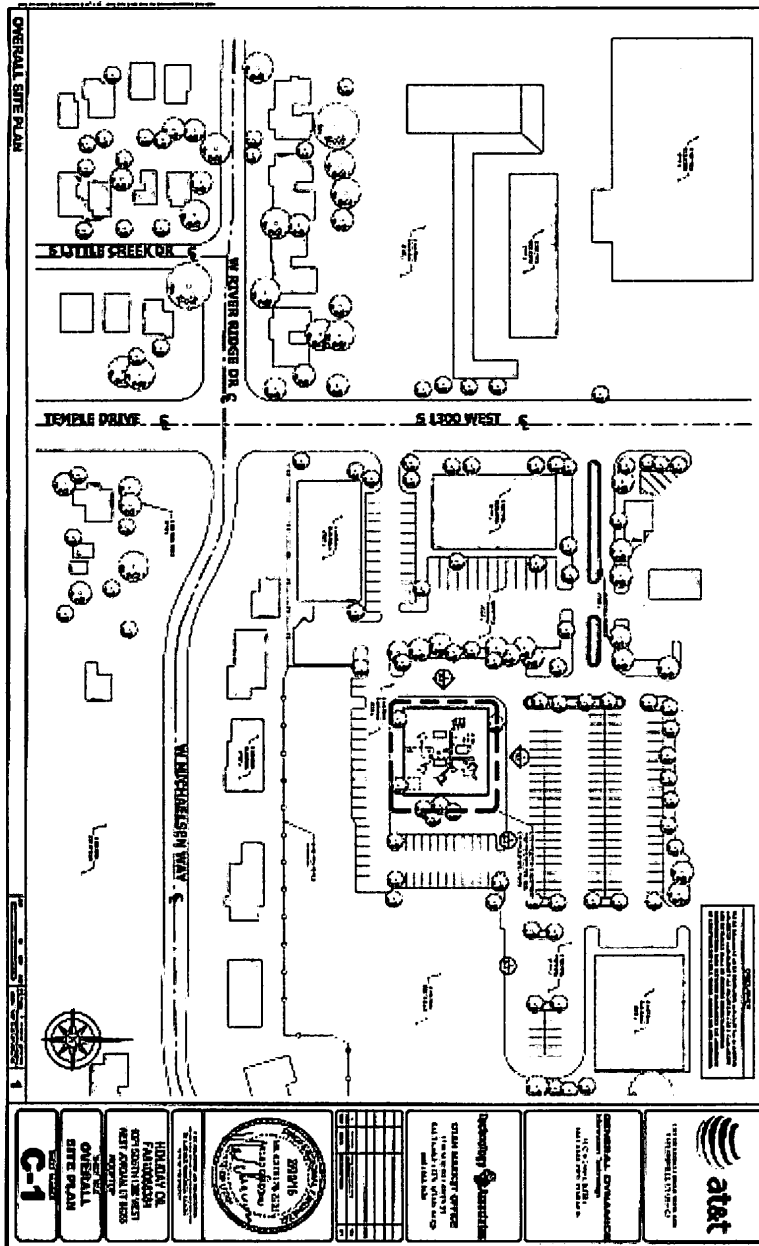
See attached drawings consisting of 6 pages.

**NON-EXCLUSIVE AREA:**

**Access and Public Utilities Description:**

Access ways from the nearest public roadway to the Premises in a manner sufficient to allow reasonable access. Such easement for access and utilities substantially described and depicted as follows:

See attached drawings consisting of 6 pages.

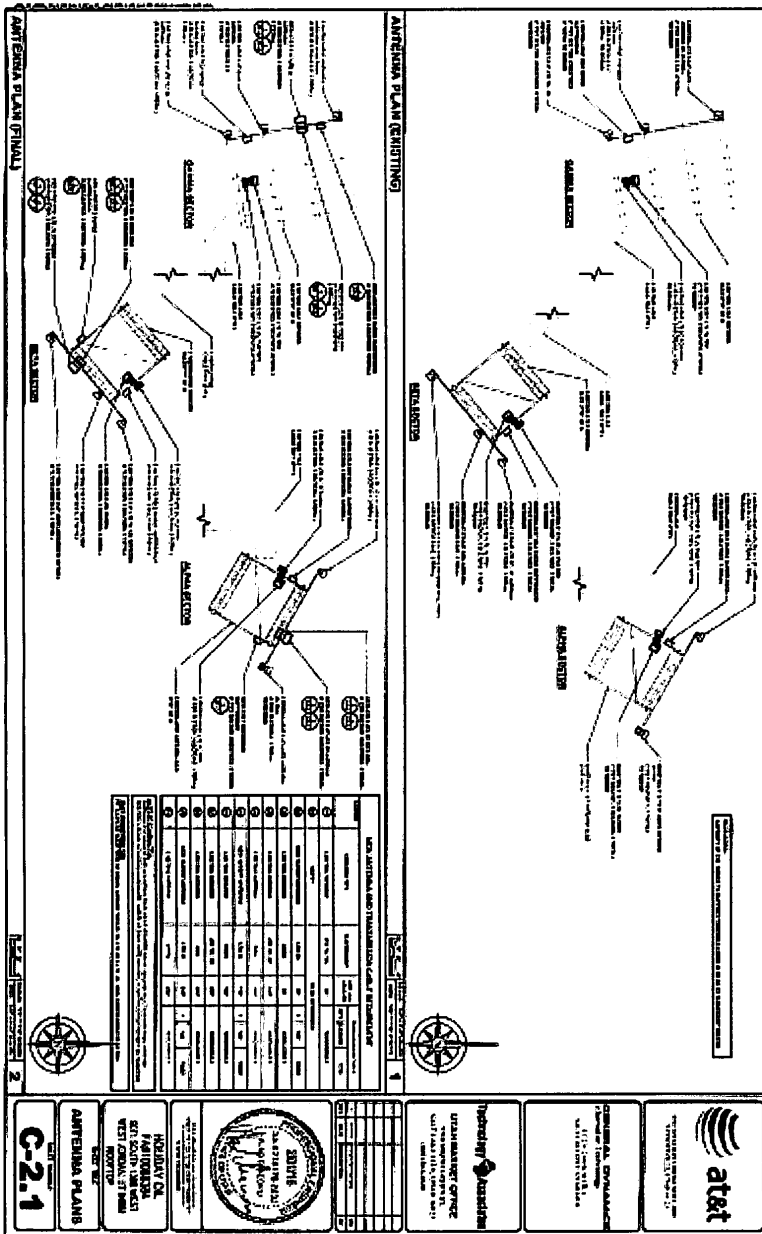


LDAC Easement & Lease Assgn TCN: 23236018  
 TC165604/(Md7) WJG 9071 Office Condominium Owners Association, Inc.

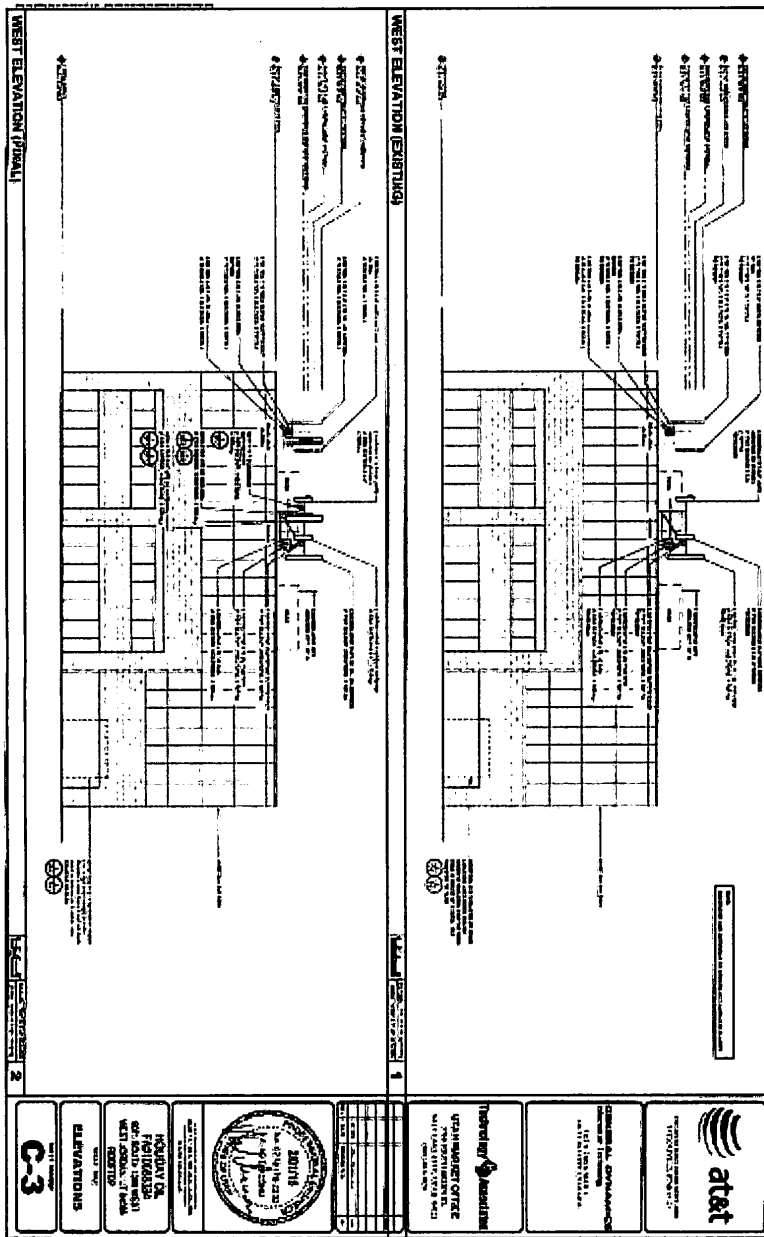




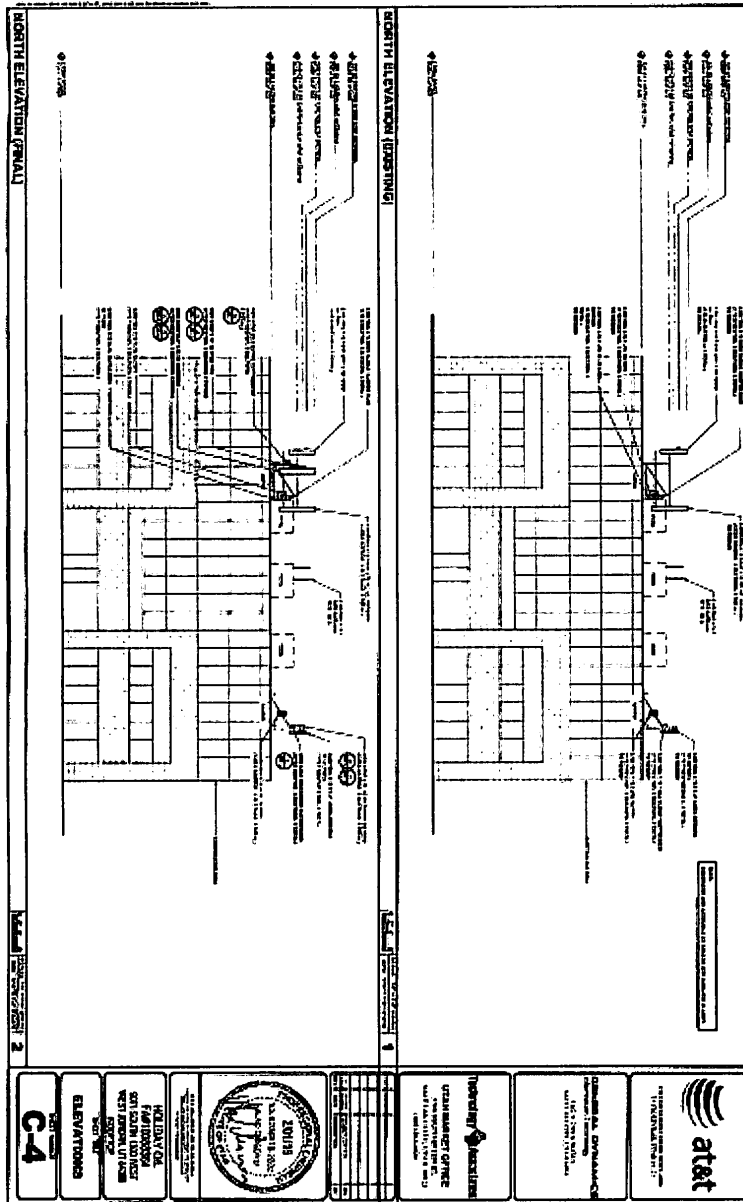




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**EXHIBIT "C"**

**LEASE DESCRIPTION**

That certain Option and Lease Agreement dated May 07, 1999, as amended by Lease Amendment dated December 9, 2003, and as further amended by Second Amendment to Option and Lease Agreement dated April 28, 2017, by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to WJG 9071 Office Condominium Owners Association, Inc., whose address is P.O. Box 3429, El Segundo, California, 90245 ("Lessor") and New Cingular Wireless PCS, LLC, ("Lessee"), whose address is 9071 South 1300 West Suite #105, West Jordan UT 84088, for the property located at 9071 South 1300 West, West Jordan UT 84088, for which a Memorandum of Agreement, is duly recorded on June 22, 2017, in Book 10570, at Pages 2278-2284.

**RECEIVED**  
AUG 24 2017

BY: .....

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TC165604/(Md7) WJG 9071 Office Condominium Owners Association, Inc.

BK 10623 PG 344