## 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

12665808

11/27/2017 10:51 AM \$36 = OD Book - 10623 Pg - 332-344 ADAM GARDINER RECORDER, SALT LAKE COUNTY, UTAH FIDELITY NATIONAL TITLE GROUP COMMERCIAL LENDER & SEARCH SRU 7130 GLEN FOREST OR STE 300

RICHMOND VA 23226

BY: RUA, DEPUTY - MA 13 P.

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

LDAC Easement & Lease Assgn TCN: 23236018

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

Ent 12665808 BK 10623 PG 332

#### 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 in the Official Records of Salt Lake County as Instrument of Lease Agreement 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. <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. <u>Governing Law.</u> 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.

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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: \_4 Name: Daniel R. Parsons Title: Authorized Signatory

Date: 10-14-17

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 COUNTY OF LOS ANGELES

Sovera Nourn

On October 14, 2017, before me Sovera Nourn \_\_\_\_\_, 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 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.

lotary Public

SOVERA NOURN Notary Public - California Los Angeles County Commission = 2193683 Comm. Expires Apr 24, 2021

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### ASSIGNEE:

LD ACQUISITION COMPANY 15 LLC, a Delaware limited liability company

By: Name: Daniel R. Parsons Title: Authorized Signatory

Dated: 10-16-17

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 **COUNTY OF LOS ANGELES** 

On October 16, 2017 before me Sovera Nourn, 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 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

WITNESS my hand and official Seal.

SOVERA NOURN Notary Public - California Los Angeles County Commission # 2193683 My Comm. Expires Apr 24, 2021

[SEAL]

Signature of Notary Public

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### **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:

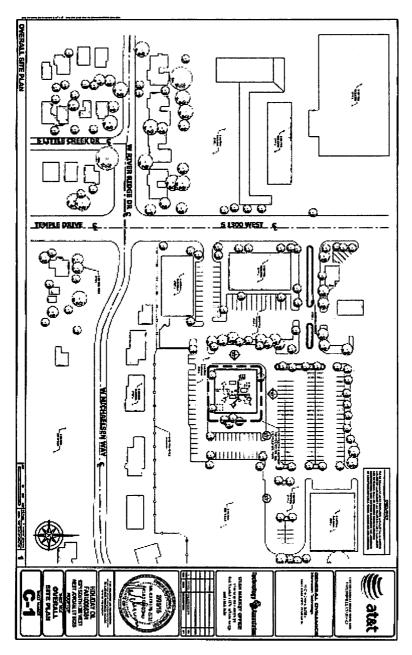
See attached drawings consisting of 6 pages.

NON-EXCLUSIVE AREA:

Access and Public Utilities Description:

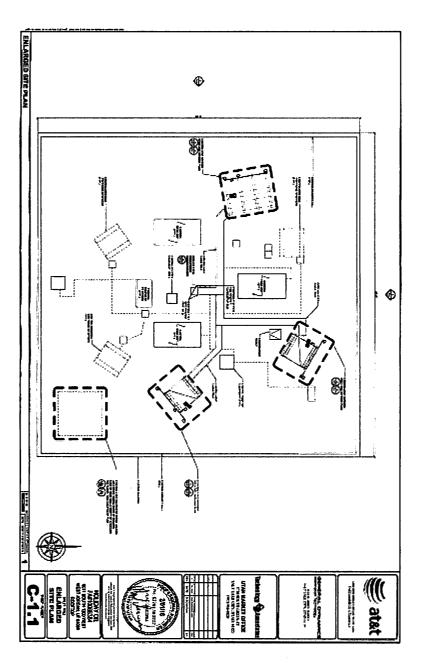
Access ways from the nearest public roadway to the Premises in a manner sufficient to allow reasonable access. Such easement for access and utilities substantially described and depicted as follows:

See attached drawings consisting of 6 pages.

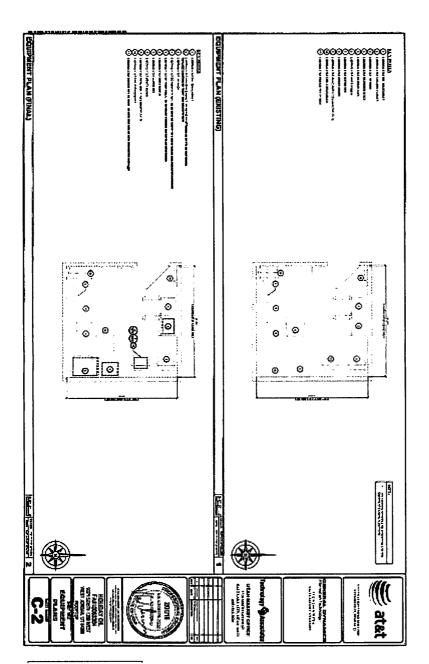


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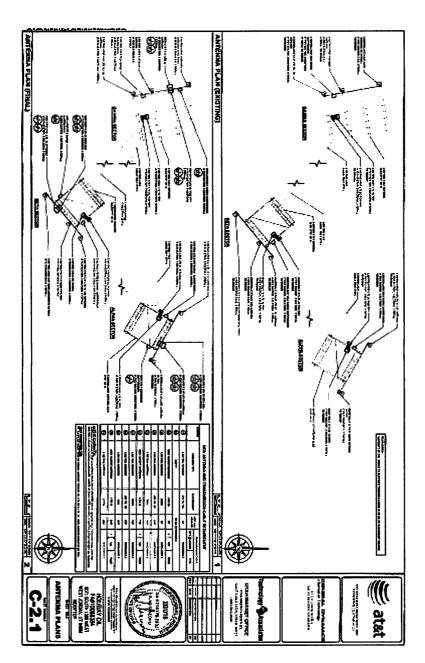
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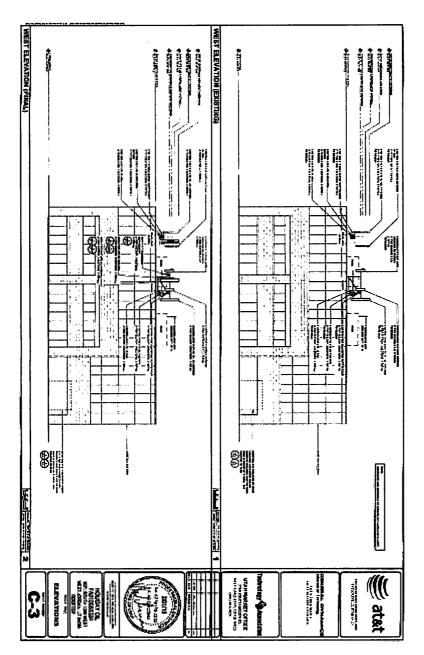
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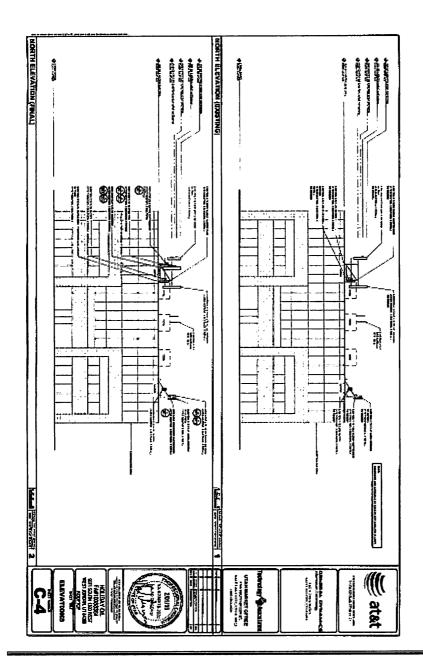


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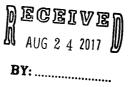


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### **EXHIBIT "C"**

## **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 Alease 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.



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BK 10623 PG 344