

ASSIGNMENT AND ASSUMPTION OF EASEMENT AND LEASE AGREEMENT

PIN: 38-136-0001

STATE OF: UTAH
COUNTY OF: UTAH

Document Date: October 10, 2019

ENT **103992 : 2019** PG 1 of 7
Jeffery Smith
Utah County Recorder
2019 Oct 10 04:57 PM FEE 40.00 BY SM
RECORDED FOR First American Title-NCS-SLC1
ELECTRONICALLY RECORDED

ASSIGNOR: SNARR ADVERTISING, INC., A UTAH CORPORATION
Address: 1775 S. East Bay Blvd
Provo, UT 84606

ASSIGNEE: LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC
Address: 400 Continental Blvd., Suite 500
El Segundo, CA 90245

Legal Description: Parent Parcel: Exhibit A; Easement Area: Exhibit B.

Prepared by: Landmark
Dividend LLC P.O. Box
3429 El Segundo, CA 90245
Asset No: TC198230-2

Return after recording to:
Fidelity National Title Group
Attn: Melissa Cater
7130 Glen Forest Drive #300
Richmond, VA 23226
FNF 22 618116

First American Title
National Commercial Services
NCS File # 953238

ASSIGNMENT AND ASSUMPTION OF EASEMENT AND LEASE AGREEMENT

This Assignment and Assumption of Easement and Lease Agreement (this "**Agreement**") dated October 10, 2019 (the "**Effective Date**") is by and between SNARR ADVERTISING, INC., a Utah corporation ("**Assignor**") and LANDMARK INFRASTRUCTURE HOLDING COMPANY, LLC, a Delaware limited liability company ("**Assignee**");

WHEREAS Assignor is the holder of an easement (the "**Easement**") over a portion of certain real property known as 1775 S. East Bay Blvd., in the City of Provo, County of Utah, State of Utah (the "**Property**"), which Property is more fully described in Exhibit A attached hereto, pursuant to a reservation contained in that certain Warranty Deed recorded March 16, 2016 as Instrument 22175:2016 (the "**Easement Agreement**"), for the telecommunications purposes and other ancillary purposes, including, without limitation, access and egress to and utility installation. The Easement is more particularly described on Exhibit B attached hereto.

WHEREAS Assignor is the lessor under those certain telecommunication lease agreements (the "**Tower Lease(s)**") with certain telecommunication tenants ("**Tower Tenant(s)**"), all of which are more specifically described in Exhibit C attached hereto.

WHEREAS Assignor intends to sell, assign, set over, convey and transfer all of its right, title and interest in and to the Easement to Assignee, and Assignee desires to accept such Easement;

WHEREAS Assignor intends to sell, assign, set over, convey and transfer all of its right, title and interest in and to the Tower Lease(s) to Assignee, and Assignee desires to accept such Tower Lease(s); 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. **ASSIGNMENT OF EASEMENT.** As of the Effective Date, as part of the consideration provided for in this Agreement, Assignor hereby assigns and conveys all of Assignor's right, title and interest in the Easement and Easement Agreement to Assignee. Assignor agrees to indemnify, defend, and hold harmless Assignee from any liability, damages (excluding speculative damages, consequential damages and lost profits), causes of action, expenses and reasonable attorneys' fees incurred by Assignee by reason of the failure of Assignor to have fulfilled, performed and discharged all of the obligations and liabilities of the holder of the Easement that accrued prior to the date of this Agreement.
2. **ASSIGNMENT OF LEASE.** As of the Effective Date, as part of the consideration provided for in this Agreement, Assignor hereby assigns and conveys all of its right, title and interest in and to the Tower Lease(s) to Assignee. Assignor agrees to indemnify, defend, and hold harmless Assignee from any liability, damages (excluding speculative damages, consequential damages and lost profits), causes of action, expenses and reasonable attorneys' fees incurred by Assignee by reason of the failure of Assignor to have fulfilled, performed and discharged all of the obligations and liabilities of the lessor under the Tower Lease(s) that accrued prior to the date of this Agreement.
3. **ASSUMPTION OF EASEMENT AND LEASE.** Assignee hereby accepts such assignments and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged from and after the Effective Date, in connection with the Easement Agreement, the Easement. Assignee agrees to indemnify, defend, and hold harmless Assignor from any liability, damages (excluding speculative damages, consequential damages and lost profits), causes of action, expenses and reasonable attorneys' fees incurred by Assignor by reason of the failure of Assignee to have fulfilled, performed and discharged all of the obligations and liabilities of the lessor that accrue under the Lease from and after the date of this Agreement.
4. **INCORPORATION.** The parties hereto have entered into that certain Purchase and Sale of Assignment of Easement and Assignment of Lease Agreements, the terms and conditions of which are hereby incorporated herein by reference; provided however, that in the event of a discrepancy between the terms set forth therein and the terms set forth in this Agreement, the latter shall control.

[SIGNATURE PAGES FOLLOW]

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.

ASSIGNEE:

LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC,
a Delaware limited liability company

By: [Signature]
Name: _____
Title: Authorized Signatory Josef Bobek
Date: 9-26-19

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 Sept 26, 2019, before me, Kamilah Edwards, a Notary Public, personally appeared Josef Bobek, 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]

(Seal)

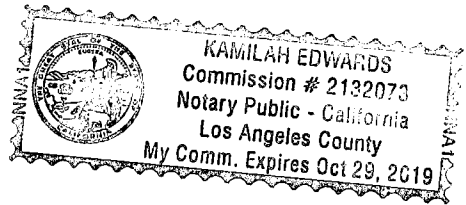


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parent Parcel:

Parcel No. 1, Plate "A", East Bay North, Provo City, Utah, according to the official plat thereof on file in the office of the Recorder, Utah County, Utah.

Tax ID #: 38-136-0001

EXHIBIT B
EASEMENT AREA

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 1, EAST BAY NORTH, PLAT "A", ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER, AND RUNNING THENCE NORTH 89°35'50" WEST ALONG THE SOUTH LINE OF SAID PARCEL 1 A DISTANCE OF 76.00 FEET; THENCE NORTH 00°24'10" EAST 30.00 FEET; THENCE SOUTH 89°35'50" EAST 20.00 FEET; THENCE NORTH 00°24'10" EAST 21.00 FEET; THENCE SOUTH 89°35'50" EAST 56.00 FEET TO THE EAST LINE OF SAID PARCEL 1; THENCE SOUTH 00°24'10" WEST ALONG SAID EAST LINE A DISTANCE OF 51.00 FEET TO THE POINT OF BEGINNING.

As set forth in Exhibit C to the Easement Agreement.

EXHIBIT C

TOWER LEASES

TC198232

That certain PCS Site Lease Agreement dated October 7, 1996, and further amended by that First Amendment to PCS Site Agreement dated August 27, 2010 by and between Assignor, as lessor, and STC FIVE LLC, a Delaware limited liability company, successor in interest to Sprint Spectrum L.P., as lessee, for a portion of the Property, together with any and all amendments, assignments, modifications relative thereto, for which a memorandum was recorded on February 22, 2011 as Instrument No. 15355:2011 in the County of Utah, Utah.

TC198230

That certain Site Lease Agreement with Option dated September 10, 1996, and further amended by that First Amendment to Site Lease with Option dated August 15, 1999, by and between Assignor, as lessor, and VoiceStream PCS II Corporation f/k/a Western PCS II Corporation, a Delaware corporation., as lessee, for a portion of the Property, together with any and all amendments, assignments, modifications relative thereto.

TC198231

That certain Site Lease Agreement dated October 21, 1999, and further amended by that First Amendment to Site Lease Agreement dated April 28, 2000, by and between Assignor, as lessor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to Provo Cellular Telephone Company, d/b/a AT&T Wireless Services, a Delaware partnership, by AT&T Wireless Services of Utah, Inc., its general partner, a Nevada corporation, as lessee, for a portion of the Property, together with any and all amendments, assignments, modifications relative thereto, for which a memorandum was recorded on December 8, 1999 as Entry No. 127250, Book 5294, Page 133, in the County of Utah, Utah.