
SECOND ASSIGNMENT AND ASSUMPTION OF EASEMENT AND LEASE AGREEMENT

PIN: 38-136-0001

STATE OF: UTAH
COUNTY OF: UTAH

Document Date: February 6, 2020

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

ASSIGNEE: LD ACQUISITION COMPANY 19 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
TC198230-32

Return after recording to:
Fidelity National Title Group
7130 Glen Forest Dr Ste 300
Richmond, VA 23226-3754
FNF 22 618 116

SECOND ASSIGNMENT AND ASSUMPTION OF EASEMENT AND LEASE AGREEMENT

THIS SECOND ASSIGNMENT AND ASSUMPTION OF EASEMENT AND LEASE AGREEMENT (this "Assignment"), effective on February 6, 2020 is executed by Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, ("Assignor") and LD Acquisition Company 19 LLC, a Delaware limited liability Company, ("Assignee").

WHEREAS, Snarr Advertising, Inc., a Utah corporation ("Snarr") is the holder of an easement over a certain portion of property located at 1775 S East Bay Blvd, Provo UT 84606-6115; as more particularly described in Exhibit "A" attached hereto (the "Property"), 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 in the attached Exhibit "B"; and

WHEREAS, Snarr is the lessor under those certain telecommunication lease agreements, with certain telecommunication tenants, all of which are more particularly described in Exhibit "C" attached hereto (hereinafter collectively the "Lease"); and

WHEREAS, Snarr and Assignor are parties to that certain Assignment and Assumption of Easement and Lease Agreement dated Oct 10, 2019, as recorded on October 10, 2019, in the Official Records of Utah County as Instrument 103992:2019 whereby Snarr granted a perpetual 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.

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

By: [Signature]
Name: Daniel R. Parsons
Title: Authorized Signatory

Date: 2-20-2020

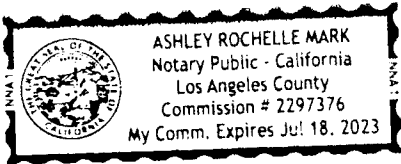
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On 2-20-2020, before me Ashley Rochelle Mark, 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.



Ashley Rochelle Mark
Signature of Notary Public

[SEAL]

ASSIGNEE:

LD ACQUISITION COMPANY 19 LLC,
a Delaware limited liability company

By: [Handwritten Signature]

Name: Daniel R. Parsons
Title: Authorized Signatory

Dated: 2-20-2020

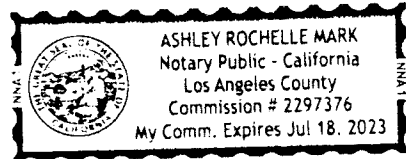
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WITNESS my hand and official Seal.



[Handwritten Signature]
Signature of Notary Public

[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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 DESCRIPTION

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"

LEASE DESCRIPTION

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.

FEB 21 2020