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ERNEST D ROWLEY, WEBER COUNTY RECORDER
13-Aug-14 0825 AM FEE \$22.00 DEP TT
REC FOR: LAWYERS TITLE INSURANCE CORPORATI
ELECTRONICALLY RECORDED

ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

PIN: 03-018-0007 v sprg

STATE OF: UTAH
COUNTY OF: WEBER

Document Date: 6/30/2014

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

GRANTEE: LD ACQUISITION COMPANY 11 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

ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

THIS ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT (this "Assignment"), effective on 6/30/2014 is executed by Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, ("Assignor") and LD Acquisition Company 11 LLC, a Delaware limited liability Company, ("Assignee").

WHEREAS, BMI, LLC, a Utah limited liability company ("Owner") leased a certain portion of property located at 1825 Washington Blvd, Ogden UT 84401-0431; as more particularly described in Exhibit "A" attached hereto (the "Property") to Young Electric Sign Company, ("Tenant") pursuant to a certain lease dated Feb 03, 2005 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 June 13, 2014, as recorded on 7/7/14 in the Official Records of Weber County as Instrument 310932210 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. 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.

ASSIGNEE:

LD ACQUISITION COMPANY 11 LLC

BY: LANDMARK DIVIDEND GROWTH FUND - E LLC, its
sole member

BY: Landmark Dividend Management 2 LLC,
its managing member

By: *Keith Drucker*
Name: Keith Drucker
Title: Authorized Signatory
Dated: 7/23/2014

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

On July 23, 2014, before me *Kristan Orr*, a
Notary Public, personally appeared Keith Drucker, 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.



Kristan Orr
Signature of Notary Public

[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Part of Lot 19, Block 7, Five Acre Plat "A", Ogden City Survey, Weber County, Utah: Commencing at a point 342 feet North of the Southeast Corner of Lot 19, and running thence West 132 feet; thence North 88 feet; thence East 132 feet; thence South 88 feet to the place of beginning.

More particularly described as:
(Easement description to follow)

BILLBOARD EASEMENT AREA DESCRIPTION

The existing location of the billboard on the Property described on Exhibit A attached hereto, and as depicted below.

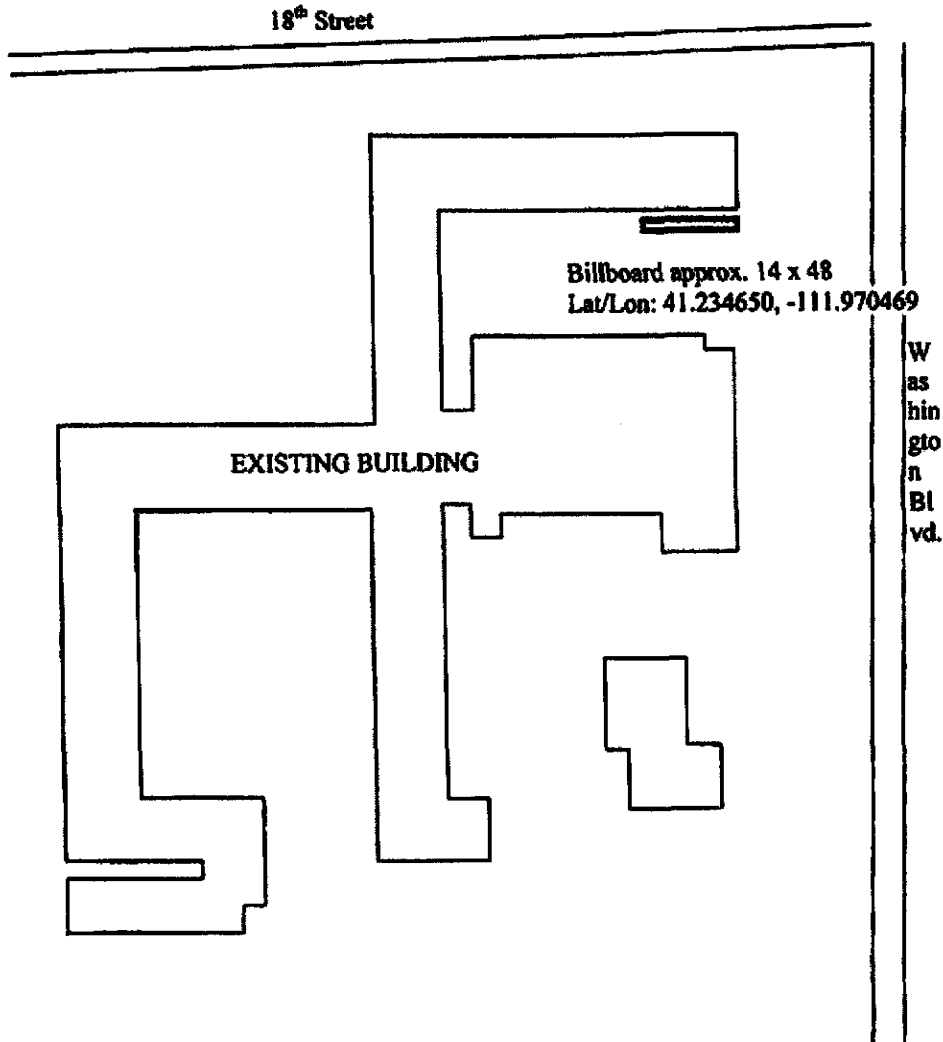


EXHIBIT "B"

LEASE DESCRIPTION

That certain Outdoor Ground Lease Agreement dated February 03, 2005, by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to BMI, LLC, a Utah limited liability company, whose address is P.O. Box 3429, El Segundo, California, 90245 ("Lessor") and Young Electric Sign Company, ("Lessee"), whose address is 2401 Foothill Drive, Salt Lake City UT 84109, for the property located at 1825 Washington Blvd, Ogden UT 84401-0431.