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E# 2900013 PG 1 OF 7  
Leann H. Kilts, WEBER COUNTY RECORDER  
12-Jan-18 0115 PM FEE \$22.00 DEP LK  
REC FOR: FIDELITY NATIONAL TITLE INSURANCE  
ELECTRONICALLY RECORDED

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

PIN: 03-018-0007

STATE OF: UTAH  
COUNTY OF: WEBER

Document Date: 11-15-17

**GRANTOR:** LD ACQUISITION COMPANY 11 LLC  
Address: P.O. Box 3429  
El Segundo, CA 90245

**GRANTEE:** LMRK PROPCO 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  
BB143107

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

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

**THIS SECOND ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT** (this "Assignment"), effective on 11-12-17 is executed by LD Acquisition Company 11 LLC, a Delaware limited liability company, ("Assignor") and LMRK PropCo 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 "C" attached hereto (the "Lease"); and

**WHEREAS**, Owner and Landmark Infrastructure Holding Company LLC ("LIHC") are parties to that certain Easement and Assignment of Lease Agreement dated Jun 13, 2014, as recorded on July 07, 2014 in the Official Records of Weber County as Instrument 2693226 whereby Owner granted a \99 year easement over the area more particularly described in the attached "Exhibit B" (the "Easement") to LIHC and assigned all of its right, title and interest as lessor under the Lease to LIHC; and

**WHEREAS**, LIHC and Assignor are parties to that certain Assignment of Easement and Assignment of Lease Agreement dated June 30, 2014 as recorded on Aug. 13, 2014 in the Official Records of Weber County as Instrument 2698110 whereby LIHC assigned all of its right, title and interest to the Easement and 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

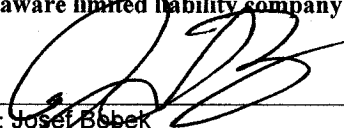
**NOW THEREFORE, In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:**

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:

LD ACQUISITION COMPANY 11 LLC  
a Delaware limited liability company

By:   
Name: Josef Bobek  
Title: Authorized Signatory

Date: 11-15-17

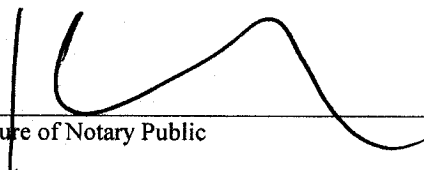
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

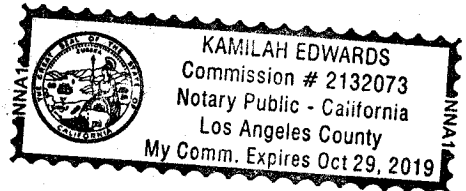
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On 11-15-17, 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 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.

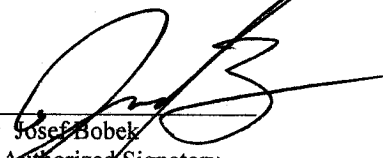
  
\_\_\_\_\_  
Signature of Notary Public



[SEAL]

**ASSIGNEE:**

LMRK PROPCO LLC,  
a Delaware limited liability company

By:   
Name: Josef Bobek  
Title: Authorized Signatory  
Dated: 11-15-17

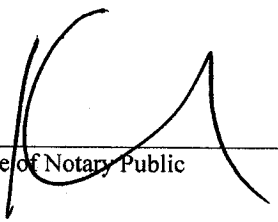
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STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

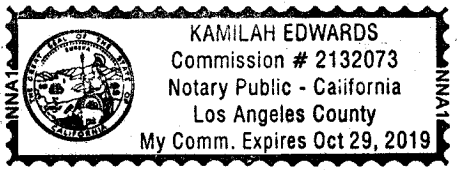
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

  
\_\_\_\_\_  
Signature of Notary Public

[SEAL]



**EXHIBIT "A"**

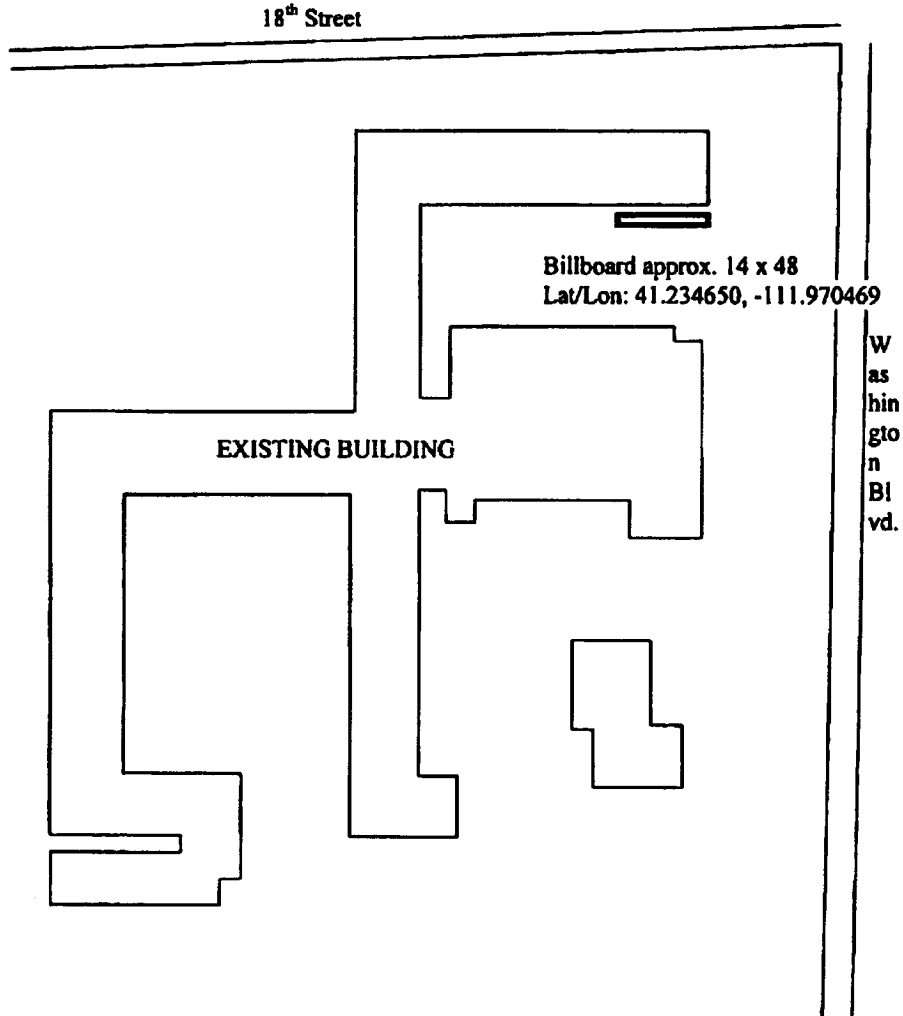
**LEGAL DESCRIPTION OF PROPERTY**

**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.**

**EXHIBIT "B"**

**EASEMENT AREA DESCRIPTION**

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



**EXHIBIT "C"**

**LEASE DESCRIPTION**

That certain Outdoor Ground Lease Agreement dated Feb 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.

PropCoEasement & Lease Assgn TCN: 18728573

BB143107/BMI, LLC

**RECORDED**  
NOV 17 2017

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BY: .....