

Prepared by and Return to:

Attorney Patricia Barnaby
Site No: 410060
Site Name: Vision UT
c/o American Tower Land Management
10 Presidential Way
Woburn, MA 01801

(Recorder's Use Above this Line)

STATE OF UTAH

Assessor's Parcel No: 00-0020-0001

COUNTY OF WASATCH

ASSIGNMENT OF EASEMENT AND LEASE

This Assignment of Easement and Lease (this "**Assignment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between LD Acquisition Company 12 LLC, a Delaware limited liability company (the "**Assignor**") and ATC Sequoia LLC, a Delaware limited liability company (the "**Assignee**") (Assignor and Assignee being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Steven and Connie Ault and Jana Gunderson as Trustee of the Rocky Mountain Holding Trust ("**Owner**") is the owner of that certain real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Property**"); and

WHEREAS, Owner and Wasatch Utah RSA No. 2 Limited Partnership d/b/a Verizon Wireless (the "**Tenant**"), entered into that certain Land Lease Agreement dated January 7, 2003 (as the same may have been amended from time to time, collectively referred to as the "**Lease**"), pursuant to which Tenant leases a portion the Property and is the beneficiary of certain easements for access and utilities, all as more particularly described in the Lease; and

WHEREAS, Owner and Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, predecessor-in-interest to Assignor ("**Holding Co**") entered into that certain Easement and Assignment Agreement dated August 16, 2013 and recorded on August 21, 2013 with the records of Wasatch County as Document Number 393094, in Book 1088, Page 1194- 1229 (as the same may have been amended, collectively referred to as the "**Easement Agreement**") pursuant to which Owner granted and conveyed to Holding Co a ninety-nine (99) year exclusive easement (the "**Exclusive Easement**") in, to, under and over a

ATC Site No. 410060

Landmark Site No. TC132472

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certain portion of the Property more particularly described on **Exhibit B** attached hereto and by this reference made a part hereof (the "**Exclusive Easement Area**") and a non-exclusive easement (the "**Access and Utility Easement**"; the Exclusive Easement and the Access and Utility Easement, may be collectively referred to as the "**Easements**") in, to, under and over certain portions of the Property more particularly described on **Exhibit C** attached hereto and by this reference made a part hereof (the "**Access and Utility Easement Area**"; the Exclusive Easement Area and the Access and Utility Easement Area, may be collectively referred to as the "**Easement Areas**") for the purposes set forth in the Easement Agreement; and

WHEREAS, also pursuant to the Easement Agreement, Owner sold, assigned, transferred and conveyed to Holding Co all of Owner's right, title and interest in the Lease (including, without limitation, the right to receive any rent or other consideration owed to the "Lessor" under the Lease but excepting from said assignment the obligations as said "Lessor," which Owner retained and covenanted to faithfully perform and discharge); and

WHEREAS, pursuant to that certain Assignment of Easement and Assignment of Lease Agreement dated September 30, 2013, Holding Co assigned all of its right, title and interest in the Easement Agreement and Lease to Assignor; and

WHEREAS, Assignor now desires to sell, assign, transfer and convey all of Assignor's right, title and interest in the Easement Agreement (including all of its right, title and interest in the Easements and Easement Areas) and Lease to Assignee, and Assignee desires to receive the same, all as more particularly described below and subject to the terms of this Assignment;

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment of Easement Agreement and Lease.** As of the Effective Date, Assignor hereby assigns, transfers, sets over and delivers to Assignee all of Assignor's right, title and interest in the Easement Agreement (including all of its right, title and interest in the Easements and Easement Areas) and Lease (including, without limitation, the right to receive any rent or other consideration owed to the "Lessor" under the Lease) and Assignee hereby accepts said assignment and assumes all of the rights, duties and obligations of "Grantor" under the Easement Agreement and of "Lessor" under the Lease (to the extent not retained by Owner) from and after the Effective Date. Assignor hereby indemnifies and holds Assignee harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) which are actually asserted, instituted, assessed, incurred, and/or sustained against or by Assignee with respect to or in connection with matters arising or accruing under the Easement Agreement prior to the Effective Date. Assignee hereby indemnifies and holds Assignor harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) which are actually asserted, instituted, assessed, incurred, and/or sustained against or by Assignor with respect to or in connection with matters arising or accruing under the Easement Agreement from and after the Effective Date.

2. **No Default.** Assignor hereby warrants to Assignee that the Easement Agreement and Easements are in full force and effect, that Assignor is not in default or breach of any of its obligations under the Easement Agreement, that Assignor has received no notice(s) alleging a default under the Easement Agreement, that, as of the Effective Date, Owner has no claim against Assignor of or pertaining to the Property, and Assignor knows of no reason or occurrence that threatens the ability to use the Easements in the manner contemplated by telecommunications carriers who lease or license space and operate equipment within or upon such Easements. The Parties further agree, to the best of each Party's knowledge, the Lease and all provisions therein remain in full force and effect and that no defaults exist under the Lease.

3. **Representations, Warranties and Covenants of Assignor.**

- a. This Assignment constitutes a legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with the terms hereof.
- b. The execution, delivery and performance by Assignor of this Assignment does not, and will not, violate or conflict with any provision of Assignor's organizational documents, or any other agreements to which Assignor is a party, including, without limitation, mortgages, deeds of trust and/or rights of first refusal, and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Assignor or the Easements are subject.
- c. To the best of Assignor's knowledge, required permits, licenses, consents, approvals, and other authorizations required of any person or entity (including but not limited to governmental or quasi-governmental entities) in connection with Assignor's execution, delivery or performance of this Assignment have been obtained, and are and will remain in full force and effect.
- d. To the best of Assignor's knowledge, there is no pending or threatened action, suit or proceeding (including a condemnation) that, if determined against Assignor, would adversely affect Assignor's ability to assign the Easement Agreement and/or Lease or to perform its obligations hereunder or thereunder.
- e. Assignor owns one hundred percent (100%) of the Easements (as easements only, but not the fee simple interest in the Property, which is owned by Owner) and has the right to assign the Easement Agreement and the Lease to Assignee as provided in this Assignment.
- f. Assignor has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Easement Agreement and/or the Lease to any other person or entity.
- g. To the best of Assignor's knowledge, there are no agreements, arrangements or understandings to which Assignor or Owner are a party or by which either are bound, relating to the Easements, except for those agreements, contracts, licenses that Assignee

has with tower tenants.

- h. Assignor has complied with all applicable laws which may affect the Easements and the use thereof by the parties thereon.
- i. The representations and warranties of Assignor shall survive the assignment.

4. **Representations, Warranties and Covenants of Assignee.**

- a. This Assignment constitutes a legal, valid and binding obligation of Assignee, enforceable against Assignee in accordance with the terms hereof.
- b. The execution, delivery and performance by Assignee of this Assignment does not, and will not, violate or conflict with any provision of Assignee's organizational documents, or any agreements to which Assignee is a party, including mortgages and deeds of trust, or by which Assignee or the Easements are bound, and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Assignee or the Easements are subject.
- c. To the best of Assignee's knowledge, all required permits, licenses, consents, approvals, and other authorizations required of any person or entity (including but not limited to governmental or quasi-governmental entities) in connection with Assignee's execution, delivery or performance of this Assignment have been obtained, and are and will remain in full force and effect.

5. **Notice.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:

To Assignee: ATC Sequoia LLC
Attn: Land Management
10 Presidential Way
Woburn, MA 01801

To Assignor: c/o Landmark Dividend LLC
2141 Rosecrans Ave, Suite 2100
P.O. Box 3429
El Segundo, CA 90245
Attn: Legal Department

With copy to: ATC Sequoia LLC
116 Huntington Avenue
Boston, MA 02116
Attn: Legal Department

Either Party, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

6. **Acts Following Assignment.** Following this assignment, in addition to such other matters as may otherwise be required herein, if there shall remain any matter to be done which shall not have been completed prior to the assignment, then both Assignor and Assignee agree to promptly take such steps as may be reasonable or necessary following the assignment in order to complete such matters including without limitation, the execution of required recording forms.


7. **Miscellaneous.** This Assignment shall be recorded at the sole expense of Assignee and shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Property is situated, without regard to the conflicts of laws provisions of such State or Commonwealth. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or intent of this Assignment. This Assignment and any other documents executed in connection herewith, constitute the entire understanding between the Parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. Assignee has not provided any legal or tax advice to Assignor in connection with the execution of this Agreement. This Assignment may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the Parties hereto. If any provision of this Assignment is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Assignment, as circumstances require, and this Assignment shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case may be.

8. **Counterparts.** This Assignment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Assignor and Assignee are not signatories to the original or the same counterpart.

[END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

ASSIGNOR:

LD Acquisition Company 12, LLC,
a Delaware limited liability company

Signature: 
By: **Daniel Parsons**
Its: **Chief Operations Officer**
Date: 3-29-16

Acknowledgment

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.

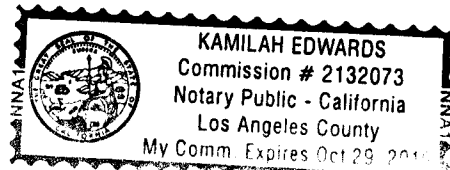
State of California)
County of Los Angeles)) ss:

On this the 29 day of March 2016, before me, Kamilah Edwards, a Notary Public in and for said County and State, personally appeared Dan 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 the 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.

Notary Public: 



My Commission Expires: 10-29-19

{Seal}

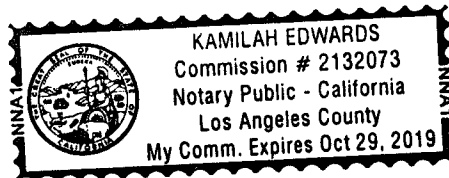


Exhibit "A" – Property

The Southwest Quarter of the Northwest Quarter of Section 19, Township 5 South, Range 4 East, Salt Lake Base and Meridian.

Exhibit "B" – Exclusive Easement Area

Beginning at a point which is S01°01'03"E 1995.51 feet along the section line and east 408.27 feet from the northwest corner of Section 19, Township 5 South, Range 4 East, S.L.B.&M; thence N43°00'00"W 35.00 feet along the outside of a chain link fence, thence N48°00'00"E 23.00 feet along the outside of a chain link fence, thence S43°00'00" 35.00 feet along the outside of a chain link fence, thence S48°00'00"W 23.00 feet along a chain link fence to the point of beginning.

Together with a nonexclusive easement across an existing dirt roadway being approximately 12 feet in width leading from the highway to the tower site.

This instrument is being filed as an accomodation only. It has not been examined as to it's execution, insurability or affect on title.

Exhibit "C" – Access and Utility Easement Area

ACCESS EASEMENT AREA DESCRIPTION

That portion of the roadway which crosses the Steven and Connie Ault property:

All of the roadway lying within Lot 2, Section 19, Township 5 South, Range 4 East, SLB&M

Being approximately 0.4 miles.

TRUST EASEMENT AREA DESCRIPTION

That portion of the roadway which crosses the Trust property:

All of the roadway lying within Section 13, Township 5 South, Range 3 East, SLB&M and that portion lying within sections 18 and 19 of Township 5 South, Range 4 East, SLB&M, excepting that portion within Lot 2, Section 19, Township 5 South, Range 4 East, SLB&M.

Being approximately 2.3 miles.