
SECOND ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

PIN: 00-0020-0001

STATE OF: UTAH
COUNTY OF: WASATCH

Document Date: 6/6/18

GRANTOR: LD ACQUISITION COMPANY 12 LLC
Address: P.O. Box 3429
El Segundo, CA 90245

GRANTEE: LMRK PROPCO 3 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

SECOND ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

THIS SECOND ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT (this "Assignment"), effective on 6/6/18 is executed by LD Acquisition Company 12 LLC, a Delaware limited liability company, ("Assignor") and LMRK PropCo 3 LLC, a Delaware limited liability Company, ("Assignee").

WHEREAS, Steven and Connie Ault, husband and wife ("Owner") leased a certain portion of property located at Section 19, Township 5 S, Range 4 E, County of Wasatch UT 84043; as more particularly described in Exhibit "A" attached hereto (the "Property") to Sprint Spectrum L.P., a Delaware limited partnership, ("Tenant") pursuant to a certain lease dated Apr 03, 2001 and more particularly described in Exhibit "B" 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 Aug 16, 2013, as recorded on Aug 21, 2013 in the Official Records of Wasatch County as Instrument 393094 BK1088 Pg. 1194-1229 whereby Owner granted a 99 year (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 September 30, 2013, as recorded on January 17, 2017 in the Official Records of Wasatch County as Instrument 397728 BK 1098 Pg. 537-542 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 12 LLC,
a Delaware limited liability company

By: 
Name: Josef Bobek
Title: Authorized Signatory

Date: 3/21/2018

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.

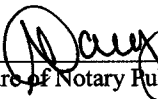
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On 3/21/2018, before me Nanette Carey, 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 3 LLC,
a Delaware limited liability company

By: [Signature]
Name: Josef Bobek
Title: Authorized Signatory
Dated: 3/21/2018

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)

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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]
Signature of Notary Public

[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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

More particularly described as:

(Easement description to follow)

TELECOM EASEMENT AREA DESCRIPTION

Beginning at a point which is S01°01'03"E 1947.22 feet along the section line and east 297.99 feet from the Northwest corner of Section 19, Township 5 South, Range 4 East, SLB&M; Thence N11°30'00"W 90.00 Feet, Thence N66°00'00"E 23.00 Feet, Thence S68°08'16"E 19.22 Feet, Thence S23°23'36"E 22.47 Feet, Thence S11°46'51"W 20.87 Feet, Thence S42°52'21"W 13.14 Feet, Thence S00°37'26"W 30.50 Feet, Thence S60°32'31"W 18.71 Feet to the point of beginning.

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

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.

EXHIBIT "B"

LEASE DESCRIPTION

(TC132471)

That certain Lease Agreement dated Apr 03, 2001, by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to Steven and Connie Ault, husband and wife, whose address is P.O. Box 3429, El Segundo, California, 90245 ("Lessor") and Sprint Spectrum L.P. a Delaware limited partnership, ("Lessee"), whose address is Mailstop KSOPHT0101-Z2650 6391 Sprint Parkway, Overland Park KS 66251-2650, for the property located at Section 19, Township 5 S, Range 4 E, County of Wasatch UT 84043.