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Book - 10491 Pg - 4319-4328  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FIDELITY NATIONAL FINANCIAL  
7130 GLEN FOREST DR #300  
RICHMOND VA 23226  
BY: LHP, DEPUTY - MA 10 P.

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**SECOND ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASES AND RENTS AGREEMENT**

**PIN:**

STATE OF: UTAH  
COUNTY OF: SALT LAKE CITY

Document Date: June 16, 2016

**GRANTOR:** LD ACQUISITION COMPANY 9 LLC  
Address: P.O. Box 3429  
El Segundo, CA 90245

**GRANTEE:** LD ACQUISITION COMPANY 7 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

12984543

This instrument is being filed as an accommodation only. It has not been examined as to its execution, insurability or affect on title.

**SECOND ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASES AND RENTS  
AGREEMENT**

**THIS SECOND ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASES AND RENTS AGREEMENT** (this "Assignment"), effective on June 16, 2016, is executed by LD Acquisition Company 9 LLC, a Delaware limited liability company, ("Assignor") and LD Acquisition Company 7 LLC, a Delaware limited liability Company, ("Assignee").

**WHEREAS**, Terri Busch, Trustee of The Dean Holdings Trust, a Trust, ("Owner") leased a certain portion of property located at 1414 W. 200 S, Salt Lake City, UT 84104; as more particularly described in Exhibit "A" attached hereto (the "Property") to CBS Outdoor ("Tenant") pursuant to a certain lease dated April 11, 1997 and more particularly described in Exhibit "C" attached hereto (the "Lease"); and

**WHEREAS**, Owner and Landmark Infrastructure Holding Company, a Delaware limited liability company, successor in interest to LD Holdings LLC, a Delaware limited liability company, due to name change ("LIHC") are parties to that certain Easement and Assignment of Leases and Rents Agreement dated September 6, 2011, as recorded on October 11, 2011, in the Official Records of Salt Lake County as Document # 11258/074, whereby Owner granted a Five Hundred Forty Seven (547) month easement over that area more particularly described in Exhibit "B" attached hereto (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 Leases and Rents Agreement dated February 29, 2012, as recorded on April 18, 2012, in the Official Records of Salt Lake County as Document # 11373178 whereby LIHC assigned all of its right, title and interest in and to 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 Easement and 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. The parties agree that this Agreement shall be effective on the date written above.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the day and year first above written.

**ASSIGNOR:**

LD ACQUISITION COMPANY 9 LLC

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

BY: Landmark Dividend Management 2 LLC, its managing member

By: [Signature]  
 Name: Daniel R. Parsons  
 Title: Authorized Signatory  
 Date: 11-23-14

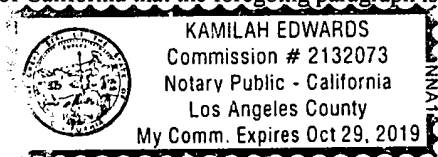
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

On 11-23-14, before me Kamilah Edwards,  
 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.  
[Signature]  
 Signature of Notary Public



[SEAL]

**ASSIGNEE:**

LD ACQUISITION COMPANY 7 LLC

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

BY: Landmark Dividend Management 2 LLC, its managing member

By: 

Name: Daniel R. Parsons

Title: Authorized Signatory

Date: 10/23/14

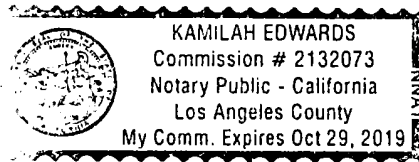
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


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

On 10/23/14, before me Kamilah Edwards, 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.



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

[SEAL]

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

**An Easement Estate, said easement being a portion of the following described parent parcel:**

**All of Lots 11, 12, and 13, Block 8, Highland Park Addition, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office.**

**AND BEING the same property conveyed to AJ Busch and Peter G. Busch from A.J. Busch, as personal representative of the estate of Leo Dean Busch by Personal Representative's Deed of Distribution dated May 23, 2007 and recorded May 25, 2007 in Deed Book 9469, Page 2749; AND FURTHER CONVEYED to Terri Busch, as Trustee of The Dean Holdings Trust, dated April 27, 2011 from AJ Busch and Peter G. Busch by Quit-Claim Deed dated June 01, 2011 and recorded June 14, 2011 in Deed Book 9930, Page 7074.**

**Tax Parcel No. 15-03-232-010-0000**

**EXHIBIT "B"**

**EASEMENT AREA DESCRIPTION**

(see attached)

**SPECIAL PROVISIONS ADDENDUM**

**TO**

**NATIONAL ADVERTISING COMPANY LEASE AGREEMENT**

**PERCENTAGE RENT**

THIS SPECIAL PROVISIONS ADDENDUM is executed concurrently with, attached to and made part of that certain National Advertising Company LEASE AGREEMENT, dated March 10, 1997 ("Lease"), between Leo Busch ("LANDLORD") and National Advertising Company, doing business as 3M Media ("3M Media") for lease of a portion of the Property commonly known as 1414 West 200 South, Salt Lake City. Terms defined in the Lease have the same meaning when used in this Addendum. In the event of a conflict or inconsistency between the terms of this Addendum and the remainder of the Lease, the terms of this Addendum control.

3M Media agrees to pay to LANDLORD for use of the Property during each calendar year during the term of the Lease the greater of the rental stated in Paragraph 3 of the Lease ("Base Rental"), or fifteen percent (15%) of the gross income generated by 3M Media's advertising structure and actually received by 3M Media for the applicable calendar year, less any applicable agency commissions and reasonable and customary advertiser credits and discounts applicable to that year ("Percentage Rental"). The Base Rental and Percentage Rental are collectively "Rent." The Base Rental shall be paid in advance in accordance with Paragraph 3 of the Lease. The excess, if any, of the Percentage Rental over the Base Rental, calculated based on calendar years during the Term of the Lease, shall be paid within sixty (60) days of the end of each calendar year. Adjustments, if any, shall be made to Rent paid for any partial calendar years within sixty (60) days of the end of each partial year.

LANDLORD

1: X Leo S. Busch (SEAL)  
Signature/Print Name

Leo Busch  
Title if Corporation or Partnership

2: X (SEAL)  
Signature/Print Name

NATIONAL ADVERTISING COMPANY

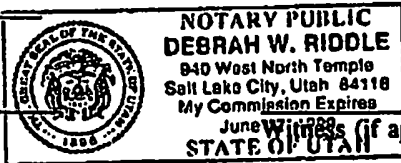
1: [Signature] (SEAL)

Reginal Real Estate Manager  
Title

Acceptance Date: 4-11-97

Title if Corporation or Partnership  
Debrah W. Riddle  
Witness (if applicable)

Jan Bentler  
Witness (if applicable)



Witness (if applicable)

APR 15 1997

National Advertising Company  
Lease Administration

NATIONAL ADVERTISING COMPANY  
LEASE AGREEMENT  
F7-8323 3/93  
STANDARD LEASE RENEWAL AGREEMENT - Yearly

# 3M MEDIA LEASE RENEWAL AGREEMENT

Branch No. 221

Dawn Lumberg 310209  
Real Estate Representative (No.)

Lease No. \_\_\_\_\_

800-362-8936  
Phone

08183A / 08536A

THIS AGREEMENT, dated this 10 day of March, 1997, is by and between Leo Busch

(LANDLORD), and NATIONAL ADVERTISING COMPANY, a Delaware corporation, doing business as 3M Media, whose address is 6850 S. Harlem Avenue, Bedford Park, Illinois 60501 ("3M MEDIA").

LANDLORD AND NATIONAL ADVERTISING COMPANY d/b/a 3M MEDIA AGREE AS FOLLOWS:

1. PROPERTY. LANDLORD is the owner (or authorized lessor) of that certain real property (the "Property") located about .5 feet or miles

N@S-W of Redwood Road on the N-E-S-W side of I-80 street or highway

for display(s) facing N-E-S-W, being part of the LANDLORD's property known as Salt Lake City, Salt Lake County, Utah Street Address / City / County / State

The display(s) are intended to be viewed from I-80 street or highway

Effective Date: 10/1/96 North ↑

Back rent totals \$11,405.00 for years 1987-1989. The back rent will be issued as follows:

- \$5,000.00 will be issued when this lease agreement is executed.
- 1998, 1999 and 2000 rental payments will have an additional \$2,135.00 as back rent, plus the yearly payments agreed upon in this lease agreement.

SEE ADDENDUM FOR PERCENTAGE OF RENTAL INCREASE AND STRUCTURE ON PROPERTY

2. TERM. LANDLORD hereby grants and leases to 3M MEDIA and 3M MEDIA accepts the grant and leases from LANDLORD the Property to have and to hold upon the terms and conditions contained in this Lease. The Principal Term, as extended, and Year-to-Year Term are collectively the "Term" of this Lease.

**PRINCIPAL TERM/EXTENSION.** The Principal Term shall be for (ten) (10) years and shall commence upon expiration of the prior lease between LANDLORD and 3M MEDIA regarding the Property. 3M MEDIA has the right to extend the Principal Term for an additional term of (ten) (10) years on the same terms and conditions beginning upon expiration of the initial Principal Term. 3M MEDIA is deemed to have exercised this right unless written notice of non-extension is given to LANDLORD at least thirty (30) days prior to expiration of the initial Principal Term.

**YEAR-TO-YEAR TERM.** Upon the expiration of the Principal Term, as extended, this Lease will continue on the then existing terms and conditions on a year-to-year basis. LANDLORD or 3M MEDIA may terminate this Lease effective at the end of any lease year of the Year-to-Year Term by giving at least thirty (30) days written notice prior to the end of that lease year.

3. RENT. 3M MEDIA shall pay Rent to LANDLORD annually in advance in the following amounts for each Term: PRINCIPAL TERM/EXTENSION and YEAR-TO-YEAR TERM \$ 2,500.00. Rent shall be deemed to have been received on time unless LANDLORD notifies 3M MEDIA of non-receipt of payment. 3M MEDIA shall be permitted thirty (30) days from receipt of notice of non-receipt to make such payment without being in default of this Lease.

**See addendum for percentage**

4. LEASE PROVISIONS. This Lease contains the provisions on this page and on the reverse hereof. LANDLORD has read and understands all such terms and provisions.

Executed under the hand and seal of the parties on the dates provided below.

APR 15 1997

Offer Date: March 10, 1997  
Leo D. Busch (SEAL)  
LANDLORD Signature

National Advertising Company  
Lease Administration (SEAL)  
LANDLORD Signature

(Print Name/Title of Corporation or Partnership)  
Leo D. Busch  
Witness (if applicable)  
Mike Hill  
Witness (if applicable)

(Print Name/Title of Corporation or Partnership)  
Witness (if applicable)  
Witness (if applicable)

(R) LANDLORD Name Leo Busch  
Address: 1414 West 200 South  
Salt Lake City, Utah 84104

(M) NATIONAL ADVERTISING COMPANY Signature  
Donna Spahr Regional Real Estate Manager  
Print Name/Title

800-363-7630 482-38-7078  
Phone Year Identification No.

Witness (if applicable)  
Witness (if applicable)  
Acceptance Date: 4-11-97

CUSTOMER SERVICE 1-800-571-8080



5. **LEASED PROPERTY.** 3M MEDIA shall be entitled to use the Property to erect, maintain, service, remove and reposition (if subsequently necessary) an outdoor advertising structure (including necessary structures, footings, devices, power poles and connections) on the Property for such use or uses as permitted by law. The leased portion of the Property includes all necessary areas over, across and under the Property to provide for the construction, maintenance, service of advertising copy, repositioning and removal of the advertising structure and to provide for the installation of electrical and telephone service to the advertising structure, if necessary.

6. **LANDLORD'S COVENANTS.** (a) **AUTHORITY OF LANDLORD.** LANDLORD covenants and warrants that LANDLORD is either the owner, agent of the owner, or an authorized lessee of the Property and that LANDLORD has full power and authority to enter into and perform under the covenants of this Lease, including, without limitation, leasing the Property and authorizing the construction of the advertising structure at the location provided. LANDLORD agrees to provide 3M MEDIA with written proof of such authorization. LANDLORD grants to 3M MEDIA quiet enjoyment of the Property and warrants and agrees to defend 3M MEDIA in the quiet enjoyment of the Property during the Term of this Lease. LANDLORD and 3M MEDIA agree that this Lease may be recorded at the appropriate county office.

(b) **ACCESS/NO OBSTRUCTIONS.** LANDLORD covenants and warrants that 3M MEDIA shall have a reasonable means of access over, across and under the Property, and any adjoining or appurtenant property owned or controlled by LANDLORD, to erect, illuminate, maintain, service, remove and reposition its outdoor advertising structure. LANDLORD covenants and warrants not to erect, place, construct or maintain any improvement, structure, advertising display, vegetation (including any trees, shrubs, or other vegetation), or any other object on the Property, or on any adjoining or appurtenant property owned or controlled by LANDLORD, which would in any manner, partially or completely, obscure or obstruct the normal highway view(s) of 3M MEDIA'S advertising structure on the Property, or permit any third party to do so. 3M MEDIA has the right (i) to remove the obscuring or obstructing improvement, structure, advertising display or other object at LANDLORD'S expense; and (ii) to cut and/or remove any obscuring or obstructing vegetation at 3M MEDIA'S expense.

7. **INDEMNITY AND INSURANCE.** Each party agrees to indemnify and hold harmless the other from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from any negligent or willful acts or omissions of the indemnifying party or its agents, employees or contractors. 3M MEDIA agrees to carry, at its own cost and expense, general liability insurance in the amount of One Million Dollars (\$1,000,000) covering any such contingency during the Term of this Lease.

8. **3M MEDIA'S TERMINATION RIGHT.** If at any time (i) the normal highway view of 3M MEDIA'S advertising structure is obscured or obstructed; (ii) the use or installation of such advertising structure is prevented or restricted by law or by 3M MEDIA'S inability to secure and maintain any necessary permits or licenses; or (iii) 3M MEDIA is unable, for any period of ninety (90) consecutive days or more, to secure and maintain a suitable advertising contract for the advertising structure, 3M MEDIA may, at its option, terminate this Lease by giving LANDLORD fifteen (15) days written notice. If in the reasonable opinion of 3M MEDIA, any of the above conditions shall only temporarily exist, then 3M MEDIA may, at its option, instead of terminating this Lease, be entitled to pay reduced Rent equal to \$100.00 per year during the period such conditions or any of them exist. Upon early termination of this Lease or reduction in Rent for any reason, LANDLORD agrees to refund to 3M MEDIA any prepaid or overpaid Rent. If 3M MEDIA'S advertising structure is a double-faced advertising structure and any of the conditions described in this paragraph affect only one face of the advertising structure, 3M MEDIA has the right to reduce the Rent (including any paid in advance) to 50% of the Rent rather than terminating the entire Lease.

9. **CONVEYANCE.** Any conveyance of the Property to a third party is subject to this Lease. In the event of a change of ownership of the Property, LANDLORD agrees to promptly notify 3M MEDIA and provide the new landlord with a copy of this Lease.

10. **CONDEMNATION.** In the event that all or any part of the Property is acquired or sought to be acquired by any entity having or delegated the power of eminent domain, 3M MEDIA shall, at its election and in its sole discretion, be entitled to: (i) contest the acquisition or defend against the taking of 3M MEDIA'S interest in the Property; (ii) relocate the outdoor advertising structure and appurtenances onto any portion of the Property not acquired or to be acquired; and/or, (iii) be compensated from any award or consideration payable by the acquiring entity for all costs, damages and value loss incurred by 3M MEDIA relating to its leasehold, as improved with the outdoor advertising structure. LANDLORD may not terminate this Lease under any right or circumstance if the Property has been taken or is threatened to be taken by eminent domain, or if the Property is conveyed to any entity or its agent with eminent domain authority. No contemporary or subsequent modification of this Lease or the foregoing sentence shall be effective unless it specifically references this paragraph and the foregoing sentence.

11. **3M MEDIA'S IMPROVEMENTS.** All the outdoor advertising structures, power poles, materials and equipment on the Property are and shall remain the property of 3M MEDIA and may be removed by 3M MEDIA at any time prior to or within ninety (90) days after the termination of this Lease or any extended term of this Lease. 3M MEDIA agrees to remove the advertising structure, (exclusive of footings which shall only be removed to grade level) and restore the surface to its natural condition.

12. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties and may not be changed except by written agreement signed by the parties. Oral representations or agreements shall have no effect. If the proper legal description of the Property is not attached, either party may attach or provide it at a later time.

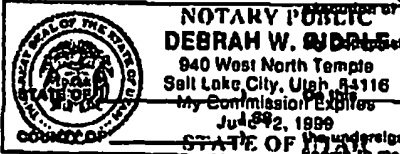
13. **NOTICE.** All notices are effective upon dispatch and must be in writing and delivered by mail, personal delivery or commercial courier to LANDLORD and 3M MEDIA at the respective addresses set forth above.

STATE OF Utah ) On this 14 day of March, 1997, before me Debrah W Riddle  
COUNTY OF SL ) ss the undersigned officer, personally appeared Leo Busch  
(Print Landlord's Name)

known to me (or satisfactorily proven) to be the person(s)

whose name(s) is subscribed to the above instrument, and being informed of the contents of said instrument, acknowledged voluntarily

execution of same for the uses and purposes herein contained. Given under my hand and official seal.



Signature Expires: 6-12-99 Debrah W Riddle  
(Print Notary's Name)

day of \_\_\_\_\_, 19\_\_\_\_, before me \_\_\_\_\_  
(Print Notary's Name)

known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the above instrument, and being informed of the contents of said instrument, acknowledged voluntarily execution of same for the uses and purposes herein contained. Given under my hand and official seal.

My Commission Expires: \_\_\_\_\_  
(Print Notary's Name)

Parcel Identification Number: \_\_\_\_\_

Legal Description of Property (For Recording Purposes): \_\_\_\_\_

After recording return to: National Advertising Company, Attention: Lease Coordinator, \_\_\_\_\_  
Address

**EXHIBIT "C"**

**LEASE DESCRIPTION**

That certain Lease Agreement dated Apr 11, 1997, by and between LD Holdings LLC, a Delaware limited liability company, successor in interest to Terri Busch, Trustee of the Dean Holdings Trust dated 4/27/2011, whose address is 1700 E. Walnut Ave Ste. 400, El Segundo, California, 90245 ("Lessor") and CBS Outdoor, Inc. ("Lessee"), whose address is 405 Lexington Ave , New York, NY, 10174-0002 for the property located at 1414 W 200 S, Salt Lake City UT 84104.