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ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
FIDELITY NATIONAL TITLE GROUP
7130 GLEN FOREST DR STE 300
RICHMOND VA 23226
BY: NDA, DEPUTY - MA 11 P.

THIRD ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

PIN: 15032320100000

STATE OF: UTAH
COUNTY OF: SALT LAKE

Document Date: December 6, 2017

GRANTOR: LD ACQUISITION COMPANY 7 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

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

THIRD ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

THIS THIRD ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT (this "Assignment"), effective on December 6, 2017 is executed by LD Acquisition Company 7 LLC, a Delaware limited liability company, ("Assignor") and LMRK PropCo LLC, a Delaware limited liability Company, ("Assignee").

WHEREAS, Terri Busch, Trustee of the Dean Holdings Trust dated 4/27/2011 ("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, Inc. ("Tenant") pursuant to a certain lease dated March 10, 1997 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 Leases and Rents Agreement dated September 6, 2011, as recorded on October 11, 2011 in the Official Records of Salt Lake County as Instrument 11258074 whereby Owner granted a 45 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 Leases and Rents Agreement dated February 29, 2012 as recorded on April 18, 2012, in the Official Records of Salt Lake County as Instrument 11373178 whereby LIHC assigned all of its right, title and interest to the Easement and Lease to Assignor; and

WHEREAS, LIHC and Assignor are parties to that certain Second Assignment of Easement and Assignment of Leases and Rents Agreement dated June 16, 2016, as recorded on October 24, 2016 in the Official Records of Salt Lake County as Instrument 12396373 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:

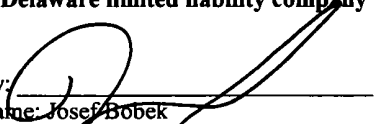
1. **Assignor Assignment**. Assignor does hereby assign, transfer, and deliver to Assignee all of Assignor's right, title, and interest in and to the Easement and Lease, including, without limitation, the right to receive any and all rents thereunder.
2. **Assignee Assumption of Obligations of Performance**. 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 7 LLC
a Delaware limited liability company

By: 
Name: Josef Bobek
Title: Authorized Signatory

Date: 12-6-17

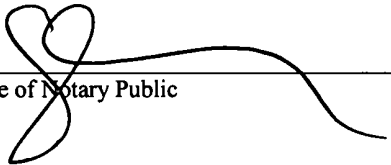
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

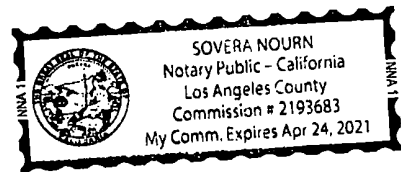
On December 6, 2017, before me Sovera Nourn, a Notary Public, personally appeared Josef Bobek, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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: [Signature]
Name: Josef Bobek
Title: Authorized Signatory

Dated: 12-6-17

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.

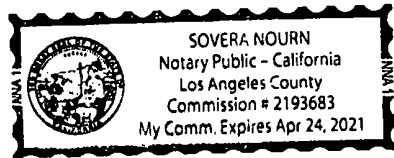
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

Sovera Nourn

On December 6, 2017, before me _____, 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]
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 ~~11.5 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

NATIONAL ADVERTISING COMPANY

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

1: [Signature] (SEAL)

Leo Busch
Title if Corporation or Partnership

Regional Real Estate Manager
Title

2: X (SEAL)
Signature/Print Name

Acceptance Date: 4-11-97

Title if Corporation or Partnership
Debra W. Riddle



NOTARY PUBLIC
DEBRA W. RIDDLE
840 West North Temple
Salt Lake City, Utah 84110
My Commission Expires
June 15, 1998 (if applicable)
STATE OF UTAH

Witness (if applicable)
Jan Butler
Witness (if applicable)

Witness (if applicable)

APR 15 1997

National Advertising Company
Lease Administration

NATIONAL ADVERTISING COMPANY
LEASING DEPARTMENT

3M MEDIA

Contract No. 221

Original LEASE RENEWAL AGREEMENT / Terms
and Conditions

LEASE RENEWAL AGREEMENT

Lease No. _____

Dean Lumberg 310209

08183A / 08X36A

800-363-8936

THIS AGREEMENT, made on 10 day of March 1997, is by and between Leo Busch

(LANDLORD), and NATIONAL ADVERTISING COMPANY, a limited liability company, doing business as 3M Media, whose address is 8800 S. Hadden Avenue, Bedford Park, Illinois 60601 (3M MEDIA).

LANDLORD AND NATIONAL ADVERTISING COMPANY shall 3M MEDIA AGREE AS FOLLOWS:

1. PROPERTY. LANDLORD is the owner (or authorized lessee) of that certain real property (the "Property") located about 5
NW of Redwood Road on the 86-4W side of I-80
for display of signs in-8-8-8K, being part of the LANDLORD's property known as Salt Lake City Salt Lake County, Utah
The display(s) are intended to be viewed from I-80

Effective Date 10/1/96
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.
-1988, 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.

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 set forth 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 (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 (10) years on the same terms and conditions beginning upon expiration of the term of the Principal Term, and 3M MEDIA is deemed to have exercised this right unless written notice of non-extension is given to LANDLORD at least 60 days prior to expiration of the term of the 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 at the end of any lease year of the Year-to-Year Term by giving at least 60 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 deemed to have received notice of non-receipt to make such payment without being in default of the Lease.

4. LEASE PROVISIONS. This Lease contains the provisions on the flip side 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.

Witness March 10, 1997
Leo Busch (REAL)

APR 15 1997

Witness of signature
Witness of signature

National Advertising Company
Leasing Administration (REAL)

LANDLORD Name Leo Busch
Address 1414 West 200 South
Salt Lake City, Utah 84104

LANDLORD Signature
Print Name/Title/Department or Firm Name

Phone 800-363-2630 482-36-7078

Witness of signature
Witness of signature
Witness of signature

Witness of signature
Print Name/Title/Department or Firm Name
Ben Jack, Regional Real Estate Manager

Witness of signature
Witness of signature
Acceptance Date 4/1/97

CUSTOMER SERVICE 1-800-671-8080

5. **LEASED PROPERTY.** 3M MEDIA shall be entitled to use the Property to erect, maintain, service, remove and reposition (if necessary) an outdoor advertising structure (including necessary structure, footings, cables, 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 (IN 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.

6. **ADVERSE 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, maintain, maintain, service, remove and reposition the 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 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 unexpired Rent. If 3M MEDIA'S advertising structure is a double-faced advertising structure and any of the conditions described in this paragraph shall 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 deputed 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 interests, as incurred with the outdoor advertising structure. LANDLORD may not sign any deed or other any deed or instrument 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 structure, 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 original 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 the 14 day of March, 1997, before me, Debrah W Riddle
COUNTY OF SL the undersigned officer, personally appeared Leo Busch

Notary Public
DEBRAH W. RIDDLE
640 West North Temple
Salt Lake City, Utah 84116
My Commission Expires 6-12-99
I, Debrah W Riddle
Notary Public
do hereby certify that the foregoing is a true and correct copy of the original instrument, and being informed of the contents of said instrument, acknowledged voluntary execution of same for the uses and purposes therein contained, given under my hand and official seal.

Parcel Identification Number _____
Legal Description of Property (For Recording Purposes): _____
After recording return to National Advertising Company, Attention: Lease Coordinator, _____

EXHIBIT "C"

LEASE DESCRIPTION

That certain Lease Agreement dated March 10, 1997, by and between Landmark Infrastructure Holding Company 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 P.O. Box 3429, 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.

PropCoEasement & Lease Assign TCN: 12984543
BB110411/Dean Holdings Trust

DEC 07 2015

11