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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
8/30/2022 8:41:00 AM
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DEP eCASH REC'D FOR AURO SOLUTIONS LLC

ASSIGNMENT AGREEMENT

PIN:06-037-0190

STATE OF: UTAH
COUNTY OF: DAVIS

Document Date: AUGUST 29, 2022

ASSIGNOR: HOTEL DEVELOPERS -- BOUNTIFUL, LLC, an Idaho limited liability company
Address: 2647 E. 14th N., Suite A, Idaho Falls, ID 83401

ASSIGNEE: LD OUTDOOR ASSETCO LLC, a Delaware limited liability company
Address: P.O. Box 3429
400 Continental Blvd., Suite 500
El Segundo, CA 90245

Legal Description: Attached as Exhibit A.

Prepared by:

Landmark Dividend LLC
P.O. Box 3429
400 Continental Blvd., Suite 500
El Segundo, CA 90245

Return after recording to:

Auro Solutions, LLC, DBA Tower Title & Closing
18 Imperial Pl
Providence, RI 02903-4641
BB220402

LD-134626-C:

**ASSIGNMENT AND ASSUMPTION OF EASEMENT
AND ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT**

This Easement and Assignment of Lease Agreement (this "**Agreement**") dated AUGUST 29, 2022 (the "**Effective Date**") is by and between and HOTEL DEVELOPERS - - BOUNTIFUL, LLC, an Idaho limited liability company ("**Assignor**") and LD OUTDOOR ASSETCO LLC, a Delaware limited liability company ("**Assignee**"); and

WHEREAS, Assignor is the holder of an easement over a portion of certain real property located at 999 N. 500 West, in the City of Bountiful, in the County of Davis, State of Utah (the "**Property**"), as more fully described in the legal description attached hereto as Exhibit A for outdoor advertising purposes, pursuant to that certain Billboard Easement Agreement dated and recorded simultaneously herewith (the "**Billboard Easement**"); and

WHEREAS, Assignor leases the Billboard Easement to certain tenants in the outdoor advertising business pursuant to certain lease(s) or license(s), (the "**Billboard Lease**") which are more particularly described on Exhibit B attached hereto;

WHEREAS Assignor intends to sell, assign, set over, convey and transfer the Billboard Easement and the Billboard 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. **ASSIGNMENT OF EASEMENT.** As of the Effective Date, Assignor hereby assigns and conveys all of Assignor's right, title and interest in and to the Billboard Easement to Assignee.
2. **ASSIGNMENT OF LEASE.** As of the Effective Date, as part of the consideration provided for in this Agreement, Assignor hereby assigns and conveys all of its right, title and interest in and to the Billboard Lease to Assignee.
3. **ASSUMPTION OF EASEMENT AND LEASE.** Assignee hereby accepts such assignments and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged from and after the Effective Date, in connection with the Easement Agreement, the Easement and the Lease.
4. **INDEMNIFICATION.** Assignor agrees to indemnify, defend, and hold harmless Assignee from any liability, damages (excluding speculative damages, consequential damages and lost profits), causes of action, expenses and reasonable attorneys' fees incurred by Assignee by reason of the failure of Assignor to have fulfilled, performed and discharged all of the obligations and liabilities of the holder of the Billboard Easement that accrued prior to the date of this Agreement.
5. **COVENANTS OF COOPERATION.** Assignor warrants that it will take such further actions and execute such further instruments, if any, as may be reasonably required to perfect Assignor's assignment of the Billboard Easement and Billboard Lease to Assignee. Assignee warrants that it will take such further actions and execute such further instruments if any, as may be reasonably required to perfect the assignment of the Billboard Easement and the Billboard Lease.
6. **COUNTERPARTS; FACSIMILE EXECUTION.** This Assignment may be executed in one or more counterparts, 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.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

ASSIGNEE:

LD OUTDOOR ASSETCO LLC,
a Delaware limited liability company

By: *Todd P. Ruggiero*
Name: *Todd P. Ruggiero*
Title: Authorized Signatory

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

On 8/24/22 before me, Alexis Metcalfe Notary Public (here insert name and title of officer), personally appeared Todd P. Ruggiero, 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 the 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 *Alexis Metcalfe*

(Seal)

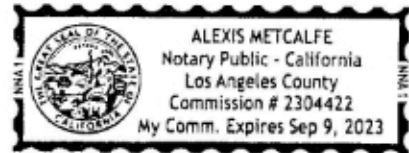


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A parcel of land lying within Section 24, Township 2 North, Range 1 West, Salt River Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the west line of 500 West Street, said point being North 00°08'30" West 1943.51 feet along the section line, and South 89°51'30" West, 161.15 feet from the East Quarter corner of Section 24, Township 2 North, Range 1 West, Salt Lake Base and Meridian, said point also being North 00°22'48" East 1547.01 feet along the centerline of 500 West Street and North 89°37'12" West, 40.00 feet from the centerline monument found at the intersection of 400 North Street and 500 West Street; and running thence North 89°37'12" West 310.38 feet; Thence North 65°05'01" West 29.67 feet to the Easterly right of way of Interstate 15 and a 2776.90 foot radius curve to the right (radius bears South 64°20'25" East); Thence along the arc of said curve 1.75 feet; Thence continuing along said East line the following two courses: North 27°58'50" East, a distance of 277.61 feet to a U.D.O.T. right of way marker on said East line and North 32°30'37" East, a distance of 245.40 feet; Thence leaving said East right of way, South 89°35'53" East, a distance of 67.50 feet to a U.D.O.T. right of way marker on the West line of 500 West Street; Thence South 00°22'48" West, a distance of 283.53 feet along said West line of 500 West Street; Thence South 89°22'27" East, a distance of 10.00 feet to a U.D.O.T. right of way marker on the West line of 500 West Street; Thence South 00°22'48" West, a distance of 184.13 feet along said West line to the Point of Beginning.

Less and excepting all that conveyed to the Utah Department of Transportation, from 2230 Provo River LLC, a Utah limited liability company, in a Warranty Deed dated November 12, 2018, and recorded December 4, 2018, in Book 7152 Page 343 in Davis County, Utah.

Parcel ID #060370190

This being a portion of the property conveyed to 2230 Provo River, LLC from HOTEL DEVELOPERS - - BOUNTIFUL, LLC, in a Special Warranty Deed dated September 28, 2018, and recorded September 18, 2018, in Book 7101 Page 41 and re-recorded September 28, 2018, in Book 7109 Page 203.

EXHIBIT B

LEASE DESCRIPTION

That certain Ground Lease Agreement dated March 19, 2014, by and between Assignor, ("Lessor") and ROA General Inc. d/b/a Reagan Outdoor Advertising ("Lessee"), for a portion of the Property.