

Official Record

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Eureka County - NV

Mike Rebaleati - Recorder

Page: 1 of 6 Fee: \$44.00
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Book- 0549 Page- 0230



0224208

ASSIGNMENT OF EASEMENT AND LEASE AGREEMENT

APN-004-290-08

STATE OF: NEVADA
COUNTY OF: EUREKA

Document Date: 12/20/12

GRANTOR: LANDMARK INFRASTRUCTURE HOLDING COMPANY
LLC
Address: P.O. Box 3429
El Segundo, CA 90245

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

Legal Description: Attached as Exhibit A.

13860986

Prepared by:
Landmark Dividend LLC
P.O. Box 3429
El Segundo, CA 90245

RECEIVED MAR 13 2013

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

ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

THIS ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT (this "Assignment"), effective on December 20, 2012, is executed by Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to LD Holdings LLC, a Delaware limited liability company, due to name change, ("Assignor") and LD Acquisition Company 9 LLC, a Delaware limited liability Company, ("Assignee").

WHEREAS, New Nevada Lands, LLC, a Mississippi limited liability company, ("Owner") leased a certain portion of property, more particularly described in Exhibit "A" attached hereto (the "Property") to Sierra Electronics, ("Tenant") pursuant to a certain lease dated September 15, 2000, and more particularly described in Exhibit "B" attached hereto (the "Lease"); and

WHEREAS, Owner and Assignor are parties to that certain Easement and Assignment of Lease Agreement dated March 20, 2012, as recorded on May 15, 2012, in the Official Records of Eureka County as Instrument 220455 whereby Owner granted a Fifty (50) year easement (the "Easement") to Assignor and assigned all of its right, title and interest as lessor under 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 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:

**LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC,
a Delaware limited liability company**

By: *Keith Drucker*
Name: Keith Drucker
Title: Authorized Signatory
Date: 3/14/2013

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

On March 14, 2013, before me Jayne M. Phillabaum, a Notary Public, personally appeared Keith Drucker, 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.



Jayne M. Phillabaum
Signature of Notary Public

[SEAL]



ASSIGNEE:

LD ACQUISITION COMPANY 9 LLC

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

BY: Landmark Dividend Management LLC,
its managing member

By: Keith Drucker

Name: Keith Drucker
Title: Authorized Signatory

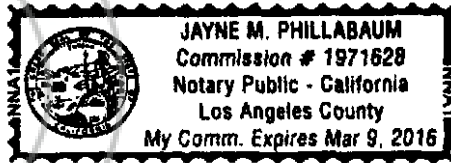
Dated: 3/14/2013

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

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Jayne M. Phillabaum
Signature of Notary Public

[SEAL]



EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All that property situated in Eureka County, NV, more particularly described as:

Township 33 North, Range 51 East, M.D.M.

Section 29 All

Acres:

651.60



EXHIBIT "B"

LEASE DESCRIPTION

That certain Lease Agreement dated September 15, 2000, by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to New Nevada Land and Resource Company LLC, whose address is P.O. Box 3429, El Segundo, California, 90245 ("Lessor") and Sierra Electronics, a Nevada Corporation, ("Lessee"), whose address is 690 East Glendale Suite 9B, Sparks, Nevada, 89432, for the property described in Exhibit A.

