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10/17/2016

08:33AM

Official Record

Requested By

FIDELITY NATIONAL TITLE INSURANCE COMPANY (R)

Eureka County - NV

Lisa Hoehne - Recorder

Page: 1 of 6

Fee: \$44.00

Recorded By FS

RPTT: \$0.00

Book- 0596 Page- 0191



0232017

APN: 04-290-08

ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

PIN:

STATE OF: NEVADA

COUNTY OF: EUREKA

Document Date:

6-16-16

GRANTOR:

LANDMARK INFRASTRUCTURE
OPERATING COMPANY LLC

Address:

P.O. Box 3429
El Segundo, CA 90245

GRANTEE:

LD ACQUISITION COMPANY 8 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

ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

THIS ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT (this "**Assignment**"), effective on 6-16-16 is executed by Landmark Infrastructure Operating Company LLC, a Delaware limited liability company, ("**Assignor**") and LD Acquisition Company 8 LLC, a Delaware limited liability Company, ("**Assignee**").

WHEREAS, New Nevada Lands, LLC, a Mississippi limited liability company ("**Owner**") leased a certain portion of property located at Eureka County, Various NV 89316; as more particularly described in Exhibit "A" attached hereto (the "**Property**") to Wells Rural Electric Company, a Nevada Corporation, ("**Tenant**") pursuant to a certain lease dated Sep 07, 1988 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 Mar 20, 2012, as recorded on May 15, 2012 in the Official Records of Eureka County as Doc #220450 whereby Owner granted a 50 year easement (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 Lease Agreement dated March 4, 2015, as recorded on Feb. 2, 2016 in the Official Records of Eureka County as Instrument 230863, whereby LIHC assigned all of its rights, title and interest in and 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:

LANDMARK INFRASTRUCTURE OPERATING COMPANY LLC,
a Delaware limited liability company

By: 

Name: Daniel R. Parsons

Title: Authorized Signatory

Date: 5-11-14

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 5-11-14, 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]




ASSIGNEE:

LD ACQUISITION COMPANY 8 LLC

By: Landmark Dividend Growth Fund LLC - C,
its sole member

By: Landmark Dividend Management LLC,
it managing member

By: 
Name: Daniel R. Parsons
Title: Authorized Signatory

Dated: 5-11-16

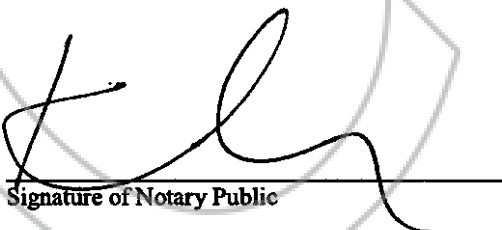
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STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On 5-11-16, before me Kamilah Edwards, a Notary Public, personally appeared Daniel R. Parson, 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]

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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

More particularly described as

EASEMENT AREA DESCRIPTION

Wells Rural Electric Company Communications Lease #182126 (TC120691)

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

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

Acres:

Section 29 Tower on 100' X 100' parcel within NW4

0.23

Acres leased in Eureka County:

0.23

Total Acres in Communications Lease #182126

0.23

Total Acres for Wells Rural Electric Company

0.23

Grantor acknowledges and agrees that Grantee may survey the Easement Area, at Grantee's expense, and provide Grantor with a copy of such survey for Grantor's review and approval, which approval shall not be unreasonably denied, delayed or conditioned. Upon receipt of Grantor's approval, Grantee shall amend, append, revise or replace this Exhibit B to include the approved survey of the Easement Area in Exhibit B.



EXHIBIT "B"

LEASE DESCRIPTION

That certain License No. SPL-6804 dated Sep 07, 1988, by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to New Nevada Lands, LLC, a Mississippi limited liability company, whose address is P.O. Box 3429, El Segundo, California, 90245 ("Lessor") and Wells Rural Electric Company, a Nevada Corporation, ("Lessee"), whose address is 450 Humboldt Avenue , Wells NV 89835, for the property located at Eureka County, Various NV 89316.

