

ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

PIN: 004-360-12, 004360-12, 021-392-07, and 05341-06,11,29,31 & 36

STATE OF: NEVADA
COUNTY OF: EUREKA

Document Effective Date: December 20, 2017

GRANTOR:

Address:

LANDMARK INFRASTRUCTURE
HOLDING COMPANY LLC

P.O. Box 3429
El Segundo, CA 90245

GRANTEE:

Address:

LD ACQUISITION COMPANY 16 LLC

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
FO175830

Return after recording to:

Fidelity National Title Group
7130 Glen Forest Dr Suite 300
Richmond, VA 23226-3754
Report Only 089650

27990968

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

ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

THIS ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT (this "Assignment"), effective on December 20, 2017 is executed by Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, ("Assignor") and LD Acquisition Company 16 LLC, a Delaware limited liability Company, ("Assignee").

WHEREAS, New Nevada Lands, LLC, a Delaware limited liability company ("Owner") leased a certain portion of property located at I-80 and Frenchie Road - FO175830, Carlin NV 89882; as more particularly described in Exhibit "A" attached hereto (the "Property") to Nevada Bell, a Nevada corporation, ("Tenant") pursuant to a certain lease dated Jun 01, 1994 and more particularly described in Exhibit "C" attached hereto (the "Lease"); and

WHEREAS, Owner and Assignor are parties to that certain Easement and Assignment of Lease Agreement dated October 31, 2017, as recorded on December 12, 2017 in the Official Records of Eureka County as Instrument # 2017-234370 whereby Owner granted a 50 year easement over the area more particularly described in the attached "Exhibit B" (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

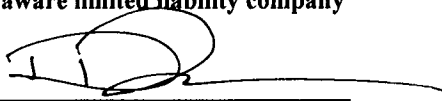
NOW THEREFORE, In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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: 
Name: Daniel R. Parsons
Title: Authorized Signatory

Date: 9-18-18

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)

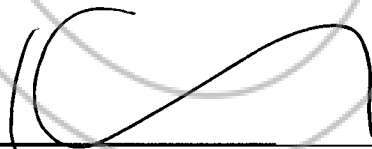
) ss.

On 9-18-18, before me Kamilah Edwards, a

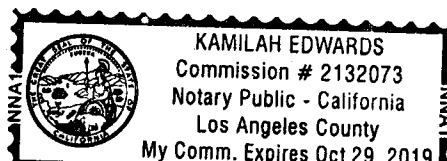
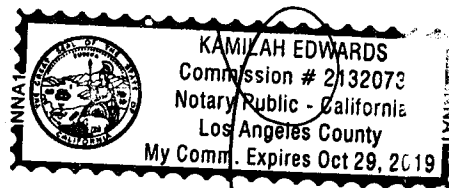
Notary Public, personally appeared Daniel R. Parsons, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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]



LD ACQUISITION COMPANY 16 LLC,
a Delaware limited liability company


By: 
Name: Daniel R. Parsons
Title: Authorized Signatory
Dated: 9-18-18

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

On 9-18-18, 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

TOWNSHIP 32 NORTH, RANGE 51 EAST, M.D.B.&M.:

SECTION 17: ALL;

EXCEPTING FROM SECTION 17 ALL THAT PORTION OF SAID LAND AS CONVEYED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY IN DEED RECORDED NOVEMBER 22, 1950, IN BOOK 24, PAGE 105, DEED RECORDS OF EUREKA COUNTY, NEVADA FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHWEST QUARTER NW1/4 OF SECTION SEVENTEEN (17), TOWNSHIP THIRTY-TWO (32) NORTH, RANGE FIFTY-ONE (51) EAST, MOUNT DIABLO BASE AND MERIDIAN FROM WHICH POINT THE NORTHWEST CORNER OF SAID SECTION SEVENTEEN (17) BEARS NORTH TEN DEGREES, ONE MINUTE, EIGHT SECONDS WEST (N. 10°01'08" W.), A DISTANCE OF ONE THOUSAND FIVE HUNDRED ELEVEN AND 08/100 (1511.08) FEET;

AND RUNNING THENCE FROM SAID POINT OF BEGINNING SOUTH EIGHTY-EIGHT DEGREES, FIFTY-SEVEN MINUTES, FIFTEEN SECONDS EAST (S. 88°57'15" E.), A DISTANCE OF THREE HUNDRED AND 00/100 (300.00) FEET;

THENCE SOUTH ONE DEGREE, TWO MINUTES, FORTY-FIVE SECONDS WEST (S. 1°02'45" W.), A DISTANCE OF THREE HUNDRED AND 00/100 (300.00) FEET;

THENCE NORTH EIGHTY-EIGHT DEGREES, FIFTY-SEVEN MINUTES, FIFTEEN SECONDS WEST (N. 88°57'15" W.), A DISTANCE OF THREE HUNDRED AND 00/100 FEET;

THENCE NORTH ONE DEGREE, TWO MINUTES, FORTY-FIVE SECONDS EAST (N. 1°02'45" E.), A DISTANCE OF THREE HUNDRED AND 00/100 (300.00) FEET TO THE SAID POINT OF BEGINNING.

FURTHER EXCEPTING FROM SECTION 17 ALL THAT PORTION OF SAID LAND AS CONVEYED TO THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, IN DEED RECORDED DECEMBER 24, 1997, IN BOOK 316, PAGE 313, OFFICIAL RECORDS OF EUREKA COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND 100 FEET X 100 FEET (APPROXIMATELY), BEGINNING AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 32 NORTH, RANGE 51 EAST, MOUNT DIABLO BASE AND MERIDIAN, COUNTY OF EUREKA, STATE OF NEVADA;

THENCE NORTH 11°42'02" EAST, 2146.64 FEET TO A ¾" IRON PIPE, BEING THE SOUTHWEST CORNER OF A FAA RCLR FACILITY AND THE TRUE POINT OF BEGINNING; THENCE NORTH 69°24'23" EAST, 100.03 FEET TO A ¾" IRON PIPE;

THENCE NORTH 20°43'27" WEST 90.84 FEET TO A POINT IN THE I-80 SOUTH RIGHT-OF-WAY LINE (STATION "OE" 987+37 OFFSET 200 FEET RIGHT), FROM WHICH A ¾" PIPE BEARS NORTH 20°43'27" WEST, 9.22 FEET DISTANT;

THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 71°07'39" WEST, 100.02 FEET TO A POINT, FROM WHICH A ¾" IRON PIPE BEARS NORTH 20°40'00" WEST, 6.12 FEET DISTANT;

THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 20°40'00" EAST, 93.87 FEET TO THE TRUE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN A CERTAIN DOCUMENT RECORDED NOVEMBER 30, 2011, BOOK 525, PAGE 373, INSTRUMENT NO. 218979, OFFICIAL RECORDS, EUREKA

Assessor's Parcel Number(s):

004-360-12

004-360-12

021-392-07

05-0341-06,11,29,31,36

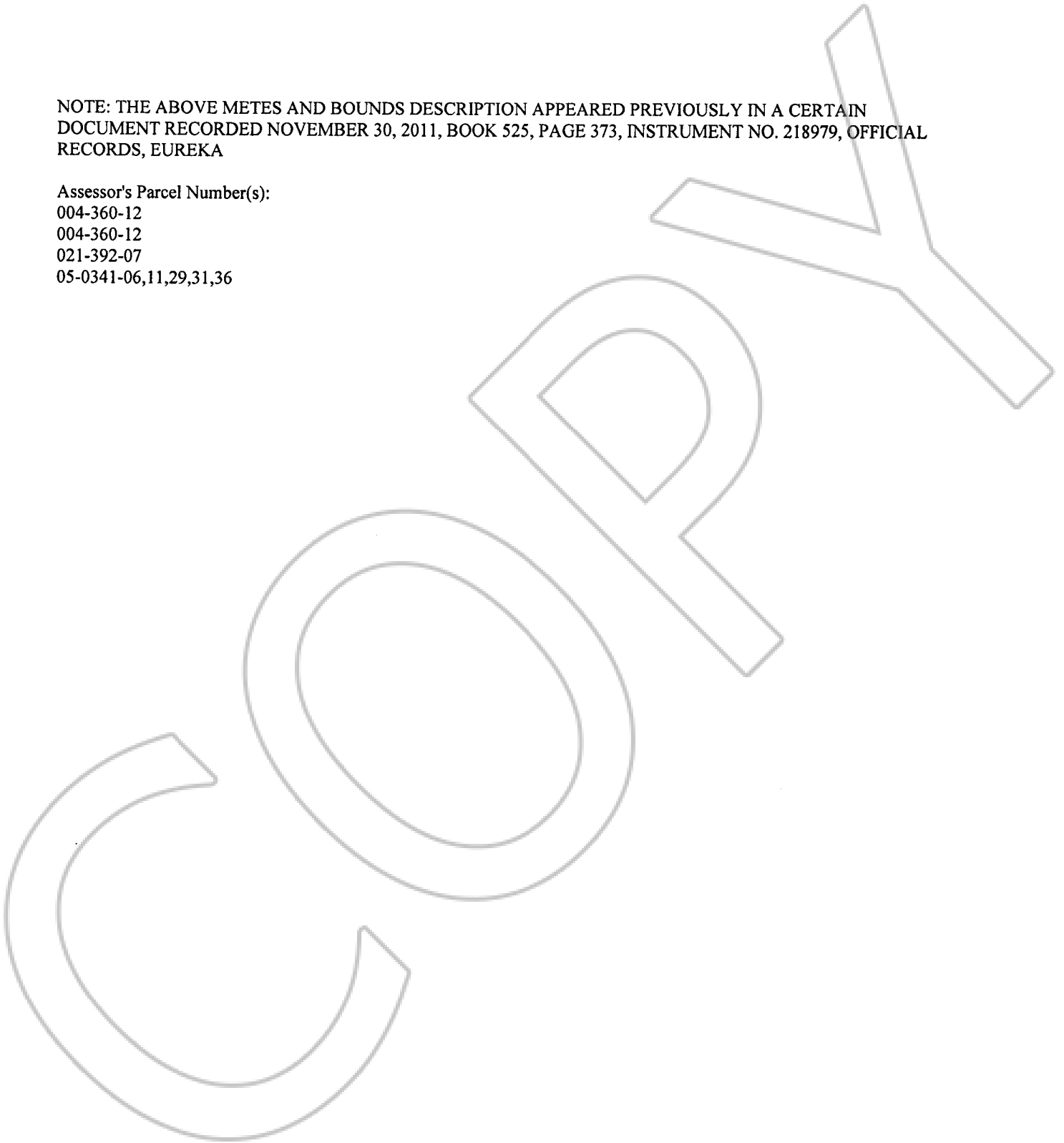


EXHIBIT "B"

FIBER FACILITIES EASEMENT AREA DESCRIPTION

Being an easement 10 feet in width through a Section 17, T.32N., R.51E, M.D.M., County of Eureka State of Nevada, 5 feet each side of the centerline of said easement described as follows:

From a point on the existing Nevada Bell easement in the Northeast ¼ of the Northwest ¼ of Section 17, T.32N., R.51E., from which the Northwest corner of said Section 17, bears N62°40'47"W, 2784.34 feet; thence S16°55'19"E, 1170.99 feet; thence S66°33'14"E, 50.86 feet; thence S51°47'46"E, 777.64 feet; thence S33°04'19"E, 683.74 feet; thence S89°52'36"E, 114.76 feet; thence S88°55'05"E, 94.48 feet; thence S77°31'48"E, 69.53 feet; thence S65°07'07"E, 49.12 feet; thence S82°14'42"E, 34.76 feet; thence N85°18'47"E, 39.14 feet; thence S70°09'45"E, 62.81 feet; thence S49°34'43"E, 48.20 feet; thence N89°48'44"E, 254.83 feet; thence S71°45'25"E, 171.25 feet to a point on the East line of Section 17 from which the Southeast corner of Section 17 bears S00°21'46"W, 1494.03 feet.

Excepting

That portion of the first above described course and distance which falls within the Interstate 80 Right of Way being 948.81 feet in length.

Said easement containing 0.61 acres more or less

Also

Being an easement for the purpose of erecting above and below ground facilities within the Southwest 1/4 of the Northeast 1/4 of Section 17, T.32N., R.51E., M.D.M. County of Eureka State of Nevada described as follows:

From a point on the southerly right of way line of Interstate 80 from which the Northwest corner of said Section 17 bears N49°15'44"W, 3635.40 feet; thence along the southerly right of way of Interstate 80 N71°10'30" E, 100.00 feet; thence S18°49'30"E, 100.00 feet; thence S71°10'30"W, 100.00 feet; thence N 18°49'30" W, 100.00 feet to the point of beginning.

Said easement containing 0.23 acres more or less

ACCESS EASEMENT AREA DESCRIPTION

In connection herewith, Grantor hereby permits Grantee to cross over any other Grantor-owned property which may be reasonably needed for purposes of ingress and egress to the Premises and for no other purpose, provided such ingress and egress does not unreasonably interfere with, impair or disrupt the existing or future use, occupancy and/or operation of such property, or any portion thereof, by Grantor or its lessees, licensees, or any other person or entity using, occupying or operating such property or any portion thereof. Additionally, Grantee's use for ingress and egress shall be in full compliance with all applicable laws and regulations.

EXHIBIT "C"

LEASE DESCRIPTION

That certain License for Fiber Optic Telecommunications Facility dated Jun 01, 1994, by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to New Nevada Lands, LLC, a Delaware limited liability company, whose address is P.O. Box 3429, El Segundo, California, 90245 ("Lessor") and Nevada Bell, a Nevada corporation, ("Lessee"), whose address is PO BOX 5025, Carol Stream IL 60197-5025, for the property located at I-80 and Frenchie Road - FO175830, Carlin NV 89882, together with any amendments, modifications and/or assignments thereto, for which a Memorandum of License is duly recorded on September 29, 2000, as Document No. 175155, Book 337, Page 015 of the Eureka County, Nevada Registry.

RECEIVED
SEP 19 2018

BY: