

**2012-014207**

**Klamath County, Oregon**

**12/21/2012 01:24:38 PM**

**Fee: \$67.00**

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**ASSIGNMENT OF EASEMENT AND LEASE AGREEMENT**

**PIN: R295692**

STATE OF: OREGON  
COUNTY OF: KLAMATH

Document Date: 10/16/12

**GRANTOR:**

Address:

LD HOLDINGS LLC

1700 E. Walnut Ave., Suite 400  
El Segundo, CA 90245

**GRANTEE:**

Address:

LD ACQUISITION COMPANY 9 LLC

1700 E. Walnut Ave., Suite 400  
El Segundo, CA 90245

Legal Description:

Attached as Exhibit A.

15171711

**Prepared by:**

Landmark Dividend LLC  
1700 E Walnut Ave, Suite 400  
El Segundo, CA 90245

RECEIVED DEC 12 2012

**Return after recording to:**

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

**[REDACTED]**

ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

**THIS ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT** (this "Assignment"), effective on October 16, 12 is executed by LD Holdings LLC, a Delaware limited liability company, ("Assignor") and LD Acquisition Company 9 LLC, a Delaware limited liability Company, ("Assignee").

**WHEREAS, RLF Klamath Properties, LLC, a Colorado limited liability company** ("Owner") leased a certain portion of property located at Porter Butte, Klamath Falls OR 97601; as more particularly described in Exhibit "A" attached hereto (the "Property") to United State Cellular Operating Company of Medford, an Oregon corporation, ("Tenant") pursuant to a certain lease dated May 31, 2007 and more particularly described in Exhibit "B" attached hereto (the "Lease"); and

**WHEREAS**, Owner and Assignor are parties to that certain <sup>LC</sup>Easement and Assignment of Lease Agreement Oct 12, 2012, whereby Owner granted a perpetual easement (the "Easement") to Assignor and assigned all of its right, title and interest as lessor under the Lease to Assignor; and

*\*Recorded 11/9/12 in instr # 2012-012475*  
**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 HOLDINGS LLC, a Delaware limited liability company**

BY: LANDMARK DIVIDEND LLC, a  
Delaware limited liability company, its sole member

By: Keith Drucker

Name: Keith Drucker

Title: Authorized Signatory

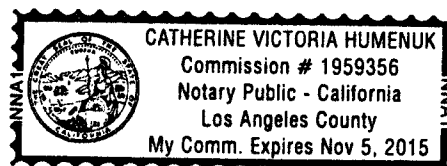
Date: December 7, 2012

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

On Dec. 7, 2012, before me Catherine Victoria Humenuk,  
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.



Catherine Humenuk  
Signature of Notary Public

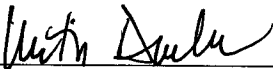
[SEAL]

**ASSIGNEE:**

LD ACQUISITION COMPANY 9 LLC

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

BY: Landmark Dividend Management LLC,  
its managing member

By:   
Name: Keith Drucker  
Title: Authorized Signatory

Date: December 7, 2012

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

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true and correct.

WITNESS my hand and official Seal.



  
Signature of Notary Public

[SEAL]

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

S1/2 SE1/4 Section 12; N1/2 NE1/4 Section 13, Township 38 South, Range 7 East, Willamette Meridian, Klamath County, Oregon.

Tax Parcel Nos. 3807-00000-01200-000, 3807-00000-01300-000

**EXHIBIT "B"**

**LEASE DESCRIPTION**

That certain Lease Agreement dated May 31, 2007, by and between LD Holdings LLC, a Delaware limited liability company, successor in interest to RLF Klamath Properties, LLC, a Colorado limited liability company, whose address is 1700 E. Walnut Ave Ste. 400, El Segundo, California, 90245 ("Lessor") and United State Cellular Operating Company of Medford, an Oregon corporation, ("Lessee"), whose address is 8410 W Bryn Mawr Ave Ste 700 , Chicago IL 60631-3463, for the property located at Porter Butte, Klamath Falls OR 97601.