

2015-001469

Klamath County, Oregon

02/19/2015 09:14:27 AM

Fee: \$72.00

**PREPARED BY:**

LANDMARK DIVIDEND LLC

1700 E. Walnut Ave.

Suite 400

El Segundo, CA 90245

Attn: Legal Dept.

**RECORDING REQUESTED BY AND**

**WHEN RECORDED MAIL TO:**

Melissa Cater

Fidelity National Title Group

7130 Glen Forest Drive #300

Richmond, VA 23226

**ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASES AND RENTS AGREEMENT**

**THIS ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASES AND RENTS AGREEMENT** (this "Assignment"), dated March 28, 2012, is executed by LD Holdings LLC, a Delaware limited liability company, ("Assignor") and LD Acquisition Company 8 LLC, a Delaware limited liability Company, ("Assignee").

**WHEREAS** Assignor is the beneficiary of an <sup>#</sup>easement dated December 21, 2011, over a portion of the Property located Township 38 South, Range 8 East, Willamette Meridian OR 10570 for telecommunication purposes (the "Easement"); as more particularly described in Exhibit "A" attached hereto, and

*\* Recorded 11/16/12 in inst # 206-012763*  
**WHEREAS** Assignor as successor-in-interest to Columbia Community Bank Corporation, has leased a portion of the Easement area to United States Cellular Operating Company of Medford, an Oregon Corporation, d/b/a US Cellular ("Tenant") pursuant to that certain lease dated Feb 19, 2002, the ("Lease") and more particularly described in Exhibit "B" attached hereto, 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 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 Easement and Lease.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to its conflict of laws rules.

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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.

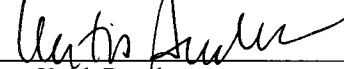
6. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption 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:   
Name: Keith Drucker  
Title: Authorized Signatory

Date: 3/28/12

STATE OF CALIFORNIA

ss.

COUNTY OF LOS ANGELES

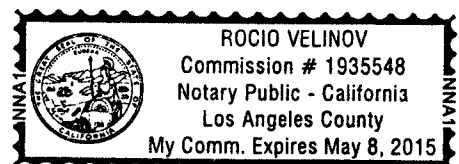
On March 28, 2012, before me, Rocio Velinov, Notary Public, personally appeared Keith Drucker, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person, or the entity upon behalf of which the person 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.



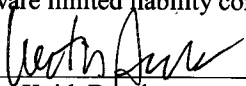
Rocio Velinov  
Notary Public in and for the State of California  
Expiration: May 8, 2015



**ASSIGNEE:**

**LD ACQUISITION COMPANY 8 LLC, a**  
Delaware limited liability company

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

By:   
Name: Keith Drucker  
Title: Authorized Signatory

Date: 3/28/12

STATE OF CALIFORNIA

SS.

COUNTY OF LOS ANGELES

On March 28, 2012, before me, Rocio Velinov, Notary Public, personally appeared Keith Drucker, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person, or the entity upon behalf of which the person 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.



Rocio Velinov  
Notary Public in and for the State of California  
Expiration: May 8, 2015



## EXHIBIT "A"

### EASEMENT AREA DESCRIPTION

#### Leased Premises:

A parcel of land lying in the southwest quarter of the northwest quarter and the northwest quarter of the southwest quarter of Section 31, Township 38 South, Range 9 East, W.M., Klamath County, Oregon, more particularly described as follows:

Commencing at the southwest corner of said Section 31, that point being S 01°04'29"W, 5289.55 feet from the northwest corner of said Section 31; thence N 23°06'19" E, 2729.74 feet to the True Point of Beginning of this description; thence S 89°09'31" E, 310.78 feet; thence N 29°08'20" W, 310.88 feet; thence S 30°50'05" W, 310.92 feet to the true point of beginning, said point being S 19°17'07" E, 2942.99 feet from the northwest corner of said Section 31.

Containing 0.96 acres, more or less.

Basis of Bearings is Grid North, based on the Oregon State Plane Coordinate System (1983), South Zone.

#### Access Easement:

A 30.00 foot wide access easement, located over an existing gravel road, lying in the east half of Section 36, Township 38 South, Range 8 East, W.M., and in the west half of Section 31, Township 38 South, Range 9 East, W.M., all in Klamath County, Oregon, and lying 15.00 feet on each side of the following described centerline:

Commencing at the Northwest corner of Lot 134, Tract 1461 - The Woodlands - Phase 3, a duly recorded subdivision on file at the Klamath County Surveyors Office, that point being N 44°11'58"W, 2973.25 feet from the Southeast corner of said Section 36; thence along the boundary of Tract 1461 - The Woodlands - Phase 3, S 64°16'03" W, 21.00 feet to the centerline of Orange Blossom Drive and the True Point of Beginning of this description; thence N 31°00'13" W, 71.92 feet; thence N 00°31'01" W, 59.20 feet; thence N 45°31'37" E, 164.65 feet; thence N 46°04'14" E, 41.18 feet; thence N 45°20'57" E, 138.16 feet; thence N 55°58'40" E, 148.94 feet; thence N 83°09'21" E, 66.68 feet; thence S 70°17'03" E, 237.81 feet; thence S 71°53'21" E, 220.89 feet; thence S 62°30'33" E, 406.94 feet; thence S 55°36'27" E, 169.76 feet; thence S 51°26'21" E, 275.59 feet; thence S 42°52'22" E, 293.30 feet; thence S 37°43'30" E, 184.53 feet; thence S 75°19'43" E, 26.61 feet; thence N 27°50'57" E, 43.08 feet; thence N 03°02'37" W, 297.29 feet; thence N 06°37'53" W, 171.07 feet; thence N 03°05'35" W, 117.55 feet; thence N 08°34'11" E, 56.37 feet; thence N 28°55'12" E, 110.25 feet; thence N 15°13'53" E, 91.45 feet; thence N 12°53'59" E, 400.35 feet; thence N 07°03'53" E, 169.53 feet; thence N 89°33'01" E, 155.99 feet; thence S 80°41'31" E, 109.09 feet; thence N 83°41'11" E, 241.90 feet; thence S 57°21'23" E, 80.40 feet; thence S 21°35'44" E, 149.23 feet; thence S 30°48'23" E, 198.44 feet; thence S 24°57'54" E, 246.34 feet; thence N 77°35'35" E, 190.61 feet; thence S 79°24'10" E, 184.49 feet; thence S 88°51'03" E, 120.13 feet; thence N 36°27'14" E, 54.00 feet to a point on the boundary of the U.S. Cellular Lease Area, said point being S 23°42'21" E, 3037.83 feet from the Northeast corner of said Section 36, with sidelines extended or shortened to terminate on the beginning and ending lines.

Basis of Bearings is Grid North, based on the Oregon State Plane Coordinate System (1983), South Zone.

See Attached Drawing for Map of Easement Area.

## **EXHIBIT “B”**

### **LEASE DESCRIPTION**

That certain lease agreement dated Feb 19, 2002 by and between LD Holdings LLC, a Delaware limited liability company, successor in interest to Columbia Community Bank Corporation, which mailing address is 1700 E. Walnut Ave Ste. 400, El Segundo, California, 90245, (“Lessor”) and United States Cellular Operating Company of Medford, an Oregon Corporation, d/b/a US Cellular (“Lessee”), Site Reference Number 349343 / 387302 for the property located at Township 38 South, Range 8 East, Willamette Meridian OR 10570.