

**2020-013563**

**Klamath County, Oregon**

**10/21/2020 08:14:01 AM**

**Fee: \$107.00**

**Record and Return to:**

Name: Luke Giordano  
Address: TITLEVEST AGENCY, LLC  
110 East 42<sup>nd</sup> Street, 10<sup>th</sup> Floor  
New York, NY 10017  
TitleVest Title #: TOR752854

**Prepared by:**

Jon L. Lober  
TPA IV, LLC  
1170 Peachtree Street, Suite 1650  
Atlanta, GA 30309

**ASSIGNMENT OF LEASE**

To be effective on September 17, 2020, and in consideration of One Dollar (\$1) and other good and valuable consideration paid by the undersigned party hereto executing this instrument as assignee TPA IV, LLC, a Delaware limited liability company, with principal offices at 1170 Peachtree Street, Suite 1650, Atlanta, Georgia 30309 (hereinafter referred to as "Assignee") to the undersigned party hereto executing this instrument as assignor CLV PROPERTIES, LLC, an Oregon limited liability company, with principal offices located at P. O. Box 2207, Rancho Santa Fe, California 92067 (hereinafter referred to as "Assignor"), the receipt and sufficiency thereof being hereby acknowledged, Assignor, subject to that certain Easement Agreement which is recorded contemporaneous to recording of this instrument, does hereby transfer, set over and assign to the Assignee all of Assignor's right, title and interest in and to the lease(s) and/or tenancy(ies) upon certain Property owned by Assignor (Legal Description attached as Exhibit A) referenced below and in Exhibit B attached hereto, in which the Assignor has any right, title and interest currently existing and relating to:

Asset File #: TwPA0031756

That certain Building and Rooftop Lease Agreement dated January 5, 2007 by and between Running Y Resort, Inc., an Oregon corporation and Verizon Wireless (VAW) d/b/a Verizon Wireless; amended by a certain First Amendment to Building and Rooftop Lease Agreement dated August 6, 2007, aforesaid parties.

Assignor represents that Assignor has no knowledge of any default now outstanding by Assignor in his capacity as the landlord/lessor under the Tenancy.

The assignment is for a term of ninety-nine (99) years and the assignment terminates on September 17, 2119.

Assignee hereby assumes and agrees to faithfully perform and discharge any and all obligations of the landlord/lessor in and to the hereby assigned lease(s) and/or tenancy(ies) subsequent to the date hereof, subject to that certain Easement Agreement.

Subject to that certain Easement Agreement, Assignee agrees to hold Assignor harmless and indemnified from any and all loss, cost, damage and expenses, which Assignor may incur on account of Assignee's failure to perform and discharge any and all obligations of lessor and landlord in and to the herein assigned lease and/or tenancy subsequent to the date hereof. Assignor agrees to hold Assignee harmless and indemnified from any and all loss, cost, damage and expenses, which Assignee may incur for claims related to activity prior to the date hereof.

The above shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, legal representatives, successors and assigns.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed and sealed on its behalf this 16<sup>th</sup> day of September, 2020.

Assignor: CLV PROPERTIES, LLC

  
\_\_\_\_\_  
William D. Lynch

Manager

P. O. Box 2207

Rancho Santa Fe, California 92067

### ACKNOWLEDGMENT

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 San Diego )

On September 16, 2020 before me, Samantha Johansen, Notary Public  
(insert name and title of the officer)

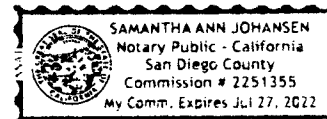
personally appeared William D. Lynch,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the 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.

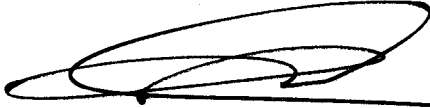
Signature \_\_\_\_\_

(Seal)



IN WITNESS WHEREOF, Assignee has caused this instrument to be signed and sealed on its behalf this 14<sup>th</sup> day of September, 2020.

Assignee: TPA IV, LLC



Jesse M. Wellner  
Chief Executive Officer  
1170 Peachtree Street, Suite 1650  
Atlanta, Georgia 30309  
678-775-0360  
678-775-0361

STATE OF GEORGIA

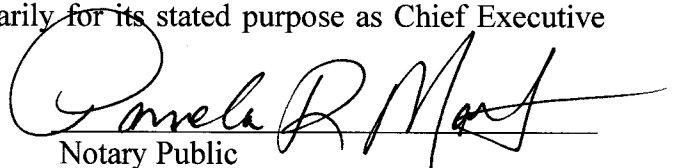
COUNTY OF FULTON

} ss.

On this 14<sup>th</sup> day of September, 2020, before me, the undersigned notary public, personally appeared Jesse M. Wellner, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ \_\_\_\_\_ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Chief Executive Officer of TPA IV, LLC.

{affix notary seal or stamp}

Pamela R Martin  
NOTARY PUBLIC  
Cherokee County, GEORGIA  
My Commission Expires 10/19/2022



Notary Public  
My Commission Expires: 10-19-2022

**EXHIBIT A**

**LEGAL DESCRIPTION**

Parcel 1 Land Partition No. 33-07, a replat of Parcel 1 of Land Partition 53-06, located in the South 1/2 of Section 9, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

**EXHIBIT B**

**DESCRIPTION OF TELECOM TENANT LEASE(S)**

That certain Building and Rooftop Lease Agreement dated January 5, 2007 by and between Running Y Resort, Inc., an Oregon corporation and Verizon Wireless (VAW) d/b/a Verizon Wireless; amended by a certain First Amendment to Building and Rooftop Lease Agreement dated August 6, 2007, aforesaid parties.