

2020-013566

Klamath County, Oregon

10/21/2020 08:17:00 AM

Fee: \$112.00

THIRD ASSIGNMENT OF LEASE AGREEMENT

PIN:

STATE OF: OREGON
COUNTY OF: KLAMATH

Document Date: Jun 16, 2016

ASSIGNOR: LD ACQUISITION COMPANY 9 LLC
Address: P.O. Box 3429
El Segundo, CA 90245

ASSIGNEE: LD ACQUISITION COMPANY 7 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
7130 Glen Forest Dr Ste 300
Richmond, VA 23226-3754
13497707

THIRD ASSIGNMENT OF LEASE AGREEMENT

THIS THIRD ASSIGNMENT OF LEASE AGREEMENT (this "Assignment"), effective on Jun 16, 2016 is executed by LD Acquisition Company 9 LLC, a Delaware limited liability company, ("Assignor") and LD Acquisition Company 7 LLC, a Delaware limited liability Company, ("Assignee").

WHEREAS, Columbia Community Bank Corporation ("Owner") leased a certain portion of property located at Southeast Corner of Section 36, Township 38 South, Range 8 East, Willamette Meridian OR 97123; as more particularly described in Exhibit "A" attached hereto (the "Property") to Wynne Broadcasting Company, Inc., an Oregon Corporation, ("Tenant") pursuant to a certain lease dated Jun 12, 2002 and more particularly described in Exhibit "B" attached hereto (the "Lease"); and

WHEREAS, Owner and LD Holdings LLC ("LD") are parties to that certain Easement and Assignment of Lease Agreement dated Dec 21, 2011, as recorded on Nov 16, 2012 in the Official Records of Klamath County as Instrument 2012-012765 whereby Owner granted a 99 year easement (the "Easement") to LD and assigned all of its right, title and interest as lessor under the Lease to LD; and

WHEREAS, LD and Assignor are parties to that certain Assignment of Easement and Lease Agreement dated Dec 20, 2012, as recorded on Apr 24, 2013 in the Official Records of Klamath County AS Instrument 2013-004350 whereby LD assigned all of its rights, title and interest in the Easement and Lease to Assignor; and

WHEREAS Assignor desires to assign all of Assignor's rights, title and interest in and to the 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 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 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.

LD ACQUISITION COMPANY 7 LLC,
a Delaware limited liability company

Dated: 10/14/2020

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

 **ALEXIS METCALFE**
Notary Public - California
Los Angeles County
Commission # 2304422
My Comm. Expires Sep 9, 2023

[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

A parcel of land lying in the Southeast quarter of the Northeast quarter of Section 36, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at the Southeast corner of said Section 36, that point bears South 01°04'29" West 5289.55 feet from the Northwest corner of said Section 36; thence North 08°17'00" West 3412.46 feet to the TRUE POINT OF BEGINNING of this description; thence North 39°21'32" East 167.07 feet; thence North 80°38'28" West 167.07 feet; thence South 20°38'28" West 167.07 feet to the true point of beginning, said point being South 17°10'28" West 2000.99 feet from the Northeast corner of said Section 36. Basis of bearings is Grid North, based on the Oregon State Plane Coordinate System (1983), South Zone.

PARCEL 2:

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 of the Willamette Meridian, 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 North 44°11'58" West 2973.25 feet from the Southeast corner of said Section 36; thence along the boundary of Tract 1461-THE WOODLANDS-PHASE 3, South 64°16'03" West 21.00 feet to the centerline of Orange Blossom Drive and the TRUE POINT OF BEGINNING of this description; thence North 31°00'13" West 71.92 feet; thence North 00°31'01" West 59.20 feet; thence North 45°31'37" East 164.65 feet; thence North 46°04'14" East 41.18 feet; thence North 45°20'57" East 138.16 feet; thence North 55°58'40" East 148.94 feet; thence North 83°09'21" East 66.68 feet; thence South 70°17'03" East 237.81 feet; thence South 71°53'21" East 220.89 feet; thence South 62°30'33" East 406.94 feet; thence South 55°36'27" East 169.76 feet; thence South 51°26'21" East 275.59 feet; thence South 42°52'22" East 293.30 feet; thence South 37°43'30" East 184.53 feet; thence South 75°19'43" East 26.61 feet; thence North 27°50'57" East 43.08 feet; thence North 03°02'37" West 297.29 feet; thence North 06°37'53" West 171.07 feet; thence North 03°05'35" West 117.55 feet; thence North 08°34' 11" East 56.37 feet; thence North 28°55'12" East 110.25 feet; thence North 15°13'53" East 91.45 feet; thence North 12°53'59" East 400.35 feet; thence North 07°03'53" East 169.53 feet; thence South 86°19'22" West 106.97 feet; thence North 77°44'14" West 49.41 feet; thence North 64°22'57" West 134.76 feet; thence North 57°20'33" West 33.35 feet; thence North 46°32'39" West 46.89 feet; thence North 36°52'30" West 256.25 feet; thence North 35°50'21" West 31.99 feet; thence North 35°38'20" East 61.37 feet to a point on the boundary of the Wynne Broadcasting Lease Area, said point being South 17°57'03" West 1966.82 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.

Tax Parcel No. 3808-03600-00400-000, 3808-03600-00400-A01, 3808-03600-00400-A02

EXHIBIT "B"

LEASE DESCRIPTION

That certain Lease Agreement dated Jun 12, 2002, by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to Columbia Community Bank Corporation, whose address is P.O. Box 3429, El Segundo, California, 90245 ("Lessor") and Wynne Broadcasting Company, Inc., an Oregon Corporation, ("Lessee"), whose address is 1338 Oregon Ave , Klamath Falls OR 97601-6540, for the property located at Southeast Corner of Section 36, Township 38 South, Range 8 East, Willamette Meridian OR 97123.