

2021-005533

Klamath County, Oregon

04/13/2021 12:12:00 PM

Fee: \$132.00

ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

PIN:

**STATE OF: OREGON
COUNTY OF: KLAMATH**

Document Date: March 31, 2021

ASSIGNOR:

**LANDMARK INFRASTRUCTURE
HOLDING COMPANY LLC**

Address:

**P.O. Box 3429
El Segundo, CA 90245**

ASSIGNEE:

LD ACQUISITION COMPANY 20 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
TC209342**

Return after recording to:

**Fidelity National Title Group
7130 Glen Forest Dr Ste 300
Richmond, VA 23226-3754**

ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

THIS ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT (this "Assignment"), effective on March 31, 2021 is executed by Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, ("Assignor") and LD Acquisition Company 20 LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Erin Leigh Thompson, kna Erin Leigh Hamilton ("Owner") leased a certain portion of property located at unnamed Rd, Klamath Falls OR 97603; as more particularly described in Exhibit "A" attached hereto (the "Property") to Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless ("Tenant") pursuant to a certain lease dated Oct 19, 2006 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 Mar 26, 2021, as recorded on March 29, 2021 in the Official Records of Klamath County as Instrument 2021-004664 whereby Owner granted a 35 years 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:

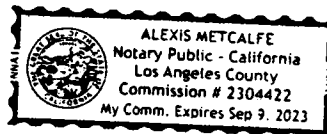
1. Assignor Assignment. Assignor does hereby assign, transfer, and deliver to Assignee all of Assignor's right, title, and interest in and to the Easement and Lease, including, without limitation, the right to receive any and all rents thereunder.
2. Assignee Assumption of Obligations of Performance. 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.

**LD ACQUISITION COMPANY 20 LLC,
a Delaware limited liability company**

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.

On 4/5/2021, before me Alexis Metcalfe, 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.

WITNESS my hand and official Seal.




Signature of Notary Public

[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

The W 1/2 of the W 1/2 of Section 23; the SW 1/4 of the NE 1/4 of the NW 1/4 of Section 23; and the W 1/2 of the NW 1/4 of the NW 1/4 of Section 26; all in Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

EXHIBIT "B"

EASEMENT AREA DESCRIPTION

BEGINNING AT A POINT BEING 1861.5 FEET SOUTH AND 725.5 FEET EAST FROM THE 1989 BRASS CAP MARKING THE NORTHWEST CORNER OF SECTION 23, T40S, R11E, W.M.:

THENCE N 59°58'40" E, 106.16 FEET TO A POINT;
THENCE S 30°01'20" E, 215.00 FEET TO A POINT;
THENCE S 59°58'40" W, 208.71 FEET TO A POINT;
THENCE N 30°01'20" W, 170.00 FEET TO A POINT;
THENCE N 36°17'07" E, 111.99 FEET TO THE POINT OF BEGINNING. CONTAINING 42,565 SQUARE FEET, ALL BEING IN KLAMATH COUNTY, OREGON.

ACCESS EASEMENT AREA DESCRIPTION

A strip of land 20 feet wide across parcels of land located in the Northwest Quarter of Section 23 and the North Half of Section 22, all in Township 40 South, Range 11 East, Willamette Meridian, Klamath County, Oregon, being 10.0 feet wide on each side of the following described centerline, more particularly described as follows:

Commencing at the northwest corner of the Northwest Quarter of Section 23, Township 40 South, Range 11 East, Willamette Meridian, from which the southwest corner of the Northwest Quarter of said Section 23 bears South 00°10'45" West, a distance of 2654.93 feet;

thence South, a distance of 1861.50 feet;

thence East, a distance of 725.50 feet;

thence South 36°17'07" West, a distance of 21.29 feet to the Point of Beginning;

thence North 23°07'44" West, a distance of 94.38 feet;

thence North 35°00'44" East, a distance of 60.60 feet;

thence North 76°31'52" East, a distance of 145.16 feet;

thence South 84°28'10" East, a distance of 156.24 feet;

thence South 75°28'14" East, a distance of 168.87 feet;

thence South 89°53'42" East, a distance of 167.67 feet;

thence South 70°45'06" East, a distance of 150.16 feet;

thence North 80°31'30" East, a distance of 84.01 feet;

thence North 45°46'30" East, a distance of 70.86 feet;
thence North 22°28'55" East, a distance of 240.99 feet;
thence North 00°26'50" West, a distance of 140.29 feet;
thence North 31°51'44" West, a distance of 309.64 feet;
thence North 61°31'05" West, a distance of 184.41 feet;
thence North 39°51'45" West, a distance of 163.97 feet;
thence North 34°58'09" West, a distance of 292.58 feet;
thence North 32°02'59" West, a distance of 261.30 feet;
thence North 38°59'09" West, a distance of 96.03 feet;
thence North 15°16'01" West, a distance of 89.39 feet;
thence North 65°27'18" West, a distance of 315.66 feet;
thence North 77°08'24" West, a distance of 139.50 feet;
thence South 86°15'11" West, a distance of 259.90 feet;
thence South 83°34'05" West, a distance of 397.78 feet;
thence South 79°01'47" West, a distance of 234.44 feet;
thence South 89°43'47" West, a distance of 232.54 feet;
thence South 81°22'51" West, a distance of 96.19 feet;
thence South 54°08'27" West, a distance of 96.57 feet;
thence South 63°59'57" West, a distance of 179.09 feet;
thence South 63°49'14" West, a distance of 275.83 feet;
thence South 79°27'10" West, a distance of 280.59 feet;
thence North 87°44'01" West, a distance of 301.39 feet;
thence North 87°16'58" West, a distance of 307.58 feet;
thence South 65°12'35" West, a distance of 64.00 feet;
thence South 24°28'07" West, a distance of 226.70 feet;
thence South 04°13'59" West, a distance of 139.10 feet;
thence South 11°59'00" West, a distance of 163.36 feet;

thence South 03°59'22" East, a distance of 168.56 feet;
thence South 05°29'28" West, a distance of 171.55 feet;
thence South 19°29'05" West, a distance of 161.81 feet;
thence South 28°23'14" West, a distance of 241.63 feet;
thence South 16°18'04" West, a distance of 264.20 feet;
thence South 02°58'51" East, a distance of 188.49 feet;
thence South 57°02'06" West, a distance of 52.34 feet;
thence North 61°52'47" West, a distance of 70.00 feet;
thence North 51°31'45" West, a distance of 59.20 feet;
thence South 61°24'34" West, a distance of 151.96 feet;
thence South 46°41'02" West, a distance of 168.60 feet;
thence South 61°29'06" West, a distance of 146.97 feet;
thence North 79°20'01" West, a distance of 102.40 feet;
thence North 67°52'06" West, a distance of 149.95 feet;
thence North 56°22'32" West, a distance of 151.54 feet;
thence North 43°26'46" West, a distance of 110.06 feet;
thence North 43°39'16" West, a distance of 95.80 feet;
thence South 85°19'29" West, a distance of 68.88 feet;
thence South 46°10'18" West, a distance of 73.56 feet;
thence South 51°27'44" West, a distance of 146.84 feet;
thence South 39°44'42" West, a distance of 60.26 feet;
thence South 76°55'21" West, a distance of 66.91 feet;
thence North 68°39'52" West, a distance of 135.75 feet;
thence North 41°50'50" West, a distance of 228.45 feet;
thence North 36°37'58" West, a distance of 184.75 feet;
thence North 59°10'51" West, a distance of 253.32 feet;
thence North 42°25'56" West, a distance of 89.89 feet;

thence North 21°33'43" West, a distance of 138.24 feet;

thence North 05°53'04" West, a distance of 84.67 feet;

thence North 57°36'54" West, a distance of 136.32 feet;

thence South 75°22'43" West, a distance of 57.78 feet;

thence South 36°11'03" West, a distance of 202.59 feet;

thence South 36°41'28" West, a distance of 117.88 feet;

thence South 15°10'33" West, a distance of 103.01 feet;

thence South 31°26'11" West, a distance of 111.27 feet;

thence South 19°30'03" West, a distance of 49.60 feet to the easterly right-of-way line of Dodds Hollow Road and the Point of Terminus;

Lengthening and shortening the side lines of said strip so as to terminate on the northwest line of the Tower Easement and the easterly right-of-way line of Dodds Hollow Road.

Containing 230,712 square feet or 5.30 acres, more or less.

EXHIBIT "C"

LEASE DESCRIPTION

That certain Land Lease Agreement dated Oct 19, 2006, further amended by that certain First Amendment to Land Lease Agreement dated October 4, 2013, by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to Erin Leigh Thompson, kna Erin Leigh Hamilton, whose address is P.O. Box 3429, El Segundo, California, 90245 ("Lessor") and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, ("Lessee"), whose address is 180 Washington Valley Road , Bedminster NJ 07921, for the property located at Unnamed Rd, Klamath Falls OR 97603, together with any and all amendments, assignments and/or modifications thereto for which Memorandum of Agreements are duly recorded on November 1, 2006, as Instrument No. 2006-021882 and December 19, 2014, as Instrument No. 2014-013083 of the Klamath County Registry.