

2023-005967

Klamath County, Oregon

07/18/2023 01:11:02 PM

Fee: \$117.00

FIRST AMENDMENT TO EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

PIN:

STATE OF: OREGON

COUNTY OF: KLAMATH

Document Date: 7-5-23

GRANTOR: ERIN LEIGH THOMPSON kna Erin Leigh Hamilton

Address: 8603 Rocking Horse Lane
Klamath Falls, OR 97603

GRANTEE: LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC, a Delaware
limited liability company

Address: P.O. Box 3429
400 Continental Blvd., Ste. 500
El Segundo, CA 90245

Legal Description: Attached as Exhibit A.

Prepared by:

Landmark Dividend LLC
P.O. Box 3429
400 Continental Blvd., Suite 500
El Segundo, CA 90245
TC209342

Return after recording to:

Old Republic National Title Ins. Co. (OH)
530 S Main St Ste 1061
Akron, OH 44311-4423
01-20161271-01T

FIRST AMENDMENT TO EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

This First Amendment to Easement and Assignment of Lease Agreement (this "**Agreement**") dated 7-5-23, 2023 (the "**Effective Date**") is by and between ERIN LEIGH THOMPSON kna Erin Leigh Hamilton ("**Grantor**"), and LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC a Delaware limited liability company ("**Grantee**"); and

WHEREAS Grantor and Grantee are parties to that certain Easement and Assignment of Lease Agreement ("**Agreement**") dated March 26, 2021 and recorded on March 29, 2021 as Instrument No. 2021-004664, in the official records of Klamath County, whereby Grantor, granted an easement and assigned to all of its rights, title and interest as lessor under that certain Existing Telecom Agreements, as defined in the Agreement and as described on Exhibit D attached hereto, to Grantee; and

WHEREAS, Grantor and Grantee now desire to correct and amended the Agreement in accordance with the terms and conditions detailed herein; and

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby amend the Agreement as follows:

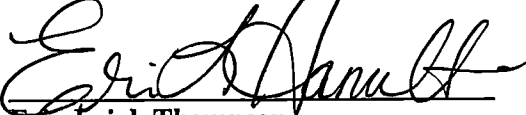
1. Exhibit "B" and Exhibit "C" of the Agreement are hereby replaced in their entirety with, Exhibit "B" and Exhibit "C" attached hereto and incorporated in this Amendment.
2. Except as expressly set forth in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. To the extent any provision contained in this Amendment conflicts with the terms of the Agreement, the terms and provisions of this Amendment shall prevail.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

GRANTOR:

ERIN LEIGH THOMPSON kna Erin Leigh Hamilton



Erin Leigh Thompson

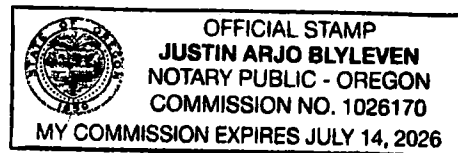
STATE OF Oregon)
) ss.
COUNTY OF Klamath)

On July 5, 2023, before me, Justin Arjo Blyleven, a Notary Public in and for said County and State, personally appeared Erin Leigh Hamilton, 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 Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.


Notary Public
My Commission Expires: 07/14/2026

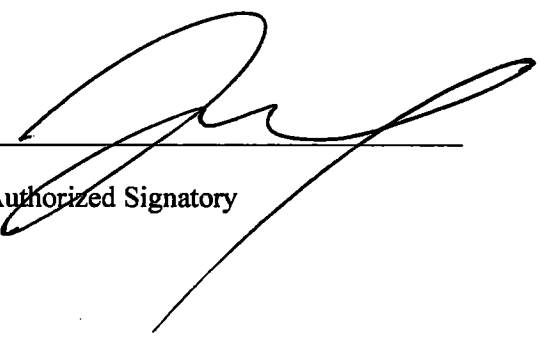


[SEAL]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

GRANTEE:

LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC,
a Delaware limited liability company

By: 
Name:
Title: Authorized Signatory

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 Los Angeles

On JUL 11 2023 before me, ROSARIO FLORES, Notary Public (here insert name and title of officer), personally appeared Josef Bobek, 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)



EXHIBIT A

LEGAL DESCRIPTION OF THE 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

TELECOM 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.

Grantor acknowledges and agrees that Grantee may survey the Telecom Easement Area, at Grantee's expense, and provide Grantor with a copy of such survey for Grantor's review and approval, which approval shall not be unreasonably denied, delayed or conditioned. Upon receipt of Grantor's approval, Grantee may amend, append, revise or replace this Exhibit B to include the approved survey of the Telecom Easement Area in Exhibit B.

EXHIBIT C

ACCESS EASEMENT AREA DESCRIPTION

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES FROM THE TOWER EASEMENT AREA, OVER, THROUGH, UNDER AND ACROSS AN EXISTING ACCESS ROAD, AS IT CURRENTLY EXISTS, TO THE PUBLIC RIGHT OF WAY MORE COMMONLY KNOWN AS HARPOLD ROAD.

EXHIBIT D

EXISTING TELECOM AGREEMENT(S) DESCRIPTION

That certain Land Lease Agreement dated October 19, 2006, further amended by that certain First Amendment to Land Lease Agreement dated October 4, 2013 by and between Grantor ("Lessor") and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless ("Lessee"), for a portion of the Property, together with any and all amendments, assignments or other modifications, 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.