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ASSIGN 1/7

SECOND ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

PIN: 09-4-20-1-001-004-001

STATE OF: ALABAMA
COUNTY OF: SHELBY

Document Date:

11/16/17

GRANTOR:

Address:

LD ACQUISITION COMPANY 12 LLC

P.O. Box 3429

El Segundo, CA 90245

GRANTEE:

Address:

LMRK PROPCO LLC

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

BB154459

Return after recording to:

Fidelity National Title Group

Attn: Melissa Cater

7130 Glen Forest Drive #300

Richmond, VA 23226

21981094

SECOND ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

THIS SECOND ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT (this "Assignment"), effective on 11/10/17 is executed by LD ACQUISITION COMPANY 12 LLC, a Delaware limited liability company, ("Assignor") and LMRK PropCo LLC, a Delaware limited liability Company, ("Assignee").

WHEREAS, Timothy L. Crawford, an individual ("Owner") leased a certain portion of property located at 19360 Highway 280, Birmingham AL 35242-6728; as more particularly described in Exhibit "A" attached hereto (the "Property") to The Lamar Companies, ("Tenant") pursuant to a certain lease dated Mar 03, 2011 and more particularly described in Exhibit "C" attached hereto (the "Lease"); and

WHEREAS, Owner and Landmark Infrastructure Holding Company LLC ("LIHC") are parties to that certain Easement and Assignment of Lease Agreement dated Oct 16, 2015, as recorded on November 16, 2015, in the Official Records of Shelby County as Instrument 20151116000394710 whereby Owner granted a perpetual easement over the area more particularly described in the attached "Exhibit B" (the "Easement") to LIHC and assigned all of its right, title and interest as lessor under the Lease to LIHC; and

WHEREAS, LIHC and Assignor are parties to that certain Assignment of Easement and Assignment of Lease Agreement dated December 14, 2015, as recorded on January 21, 2016 in the Official Records of Shelby County as Instrument 20160121000021670 whereby LIHC assigned all of its right, title and interest to the Easement and 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.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the day and year first above written.

ASSIGNOR:

LD ACQUISITION COMPANY 12 LLC,
a Delaware limited liability company

By: 
Name: Josef Bobek
Title: Authorized Signatory

Date: 11/16/17

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.

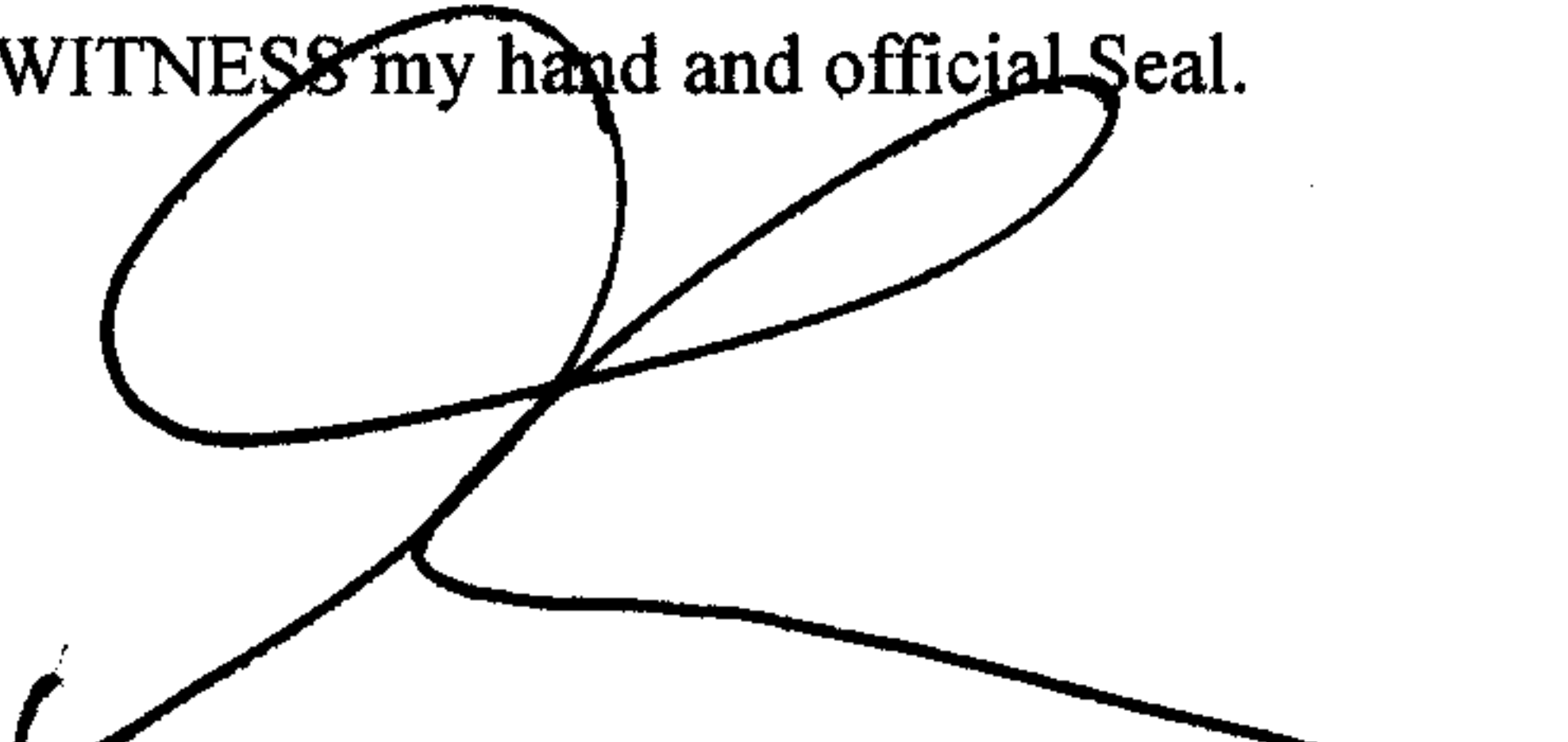
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

Georgia R. Brown

On 11/16/17, before me _____, a Notary Public, 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 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.



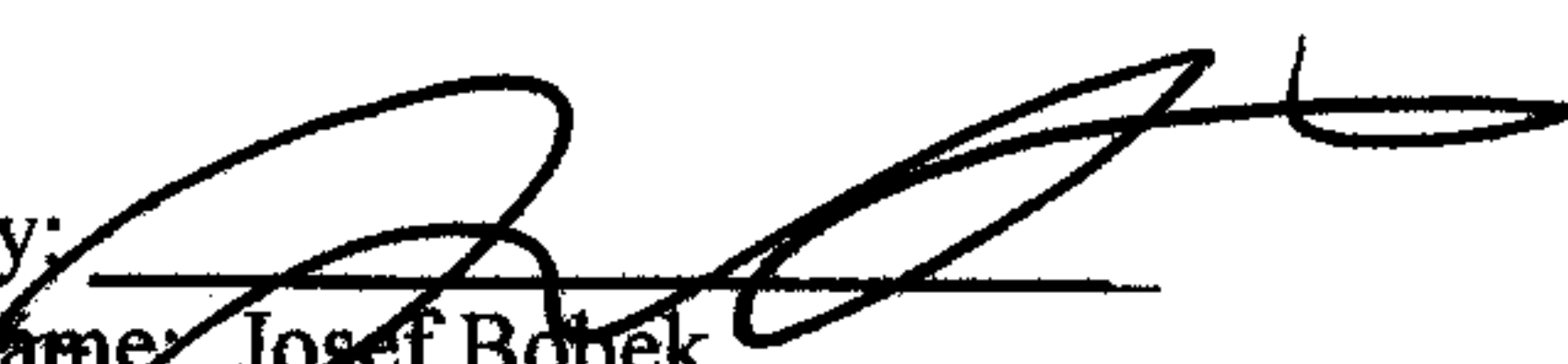
Signature of Notary Public



[SEAL]

ASSIGNEE:

LMRK PROPCO LLC,
a Delaware limited liability company

By: 
Name: Josef Bobek
Title: Authorized Signatory

Dated: 11/16/17

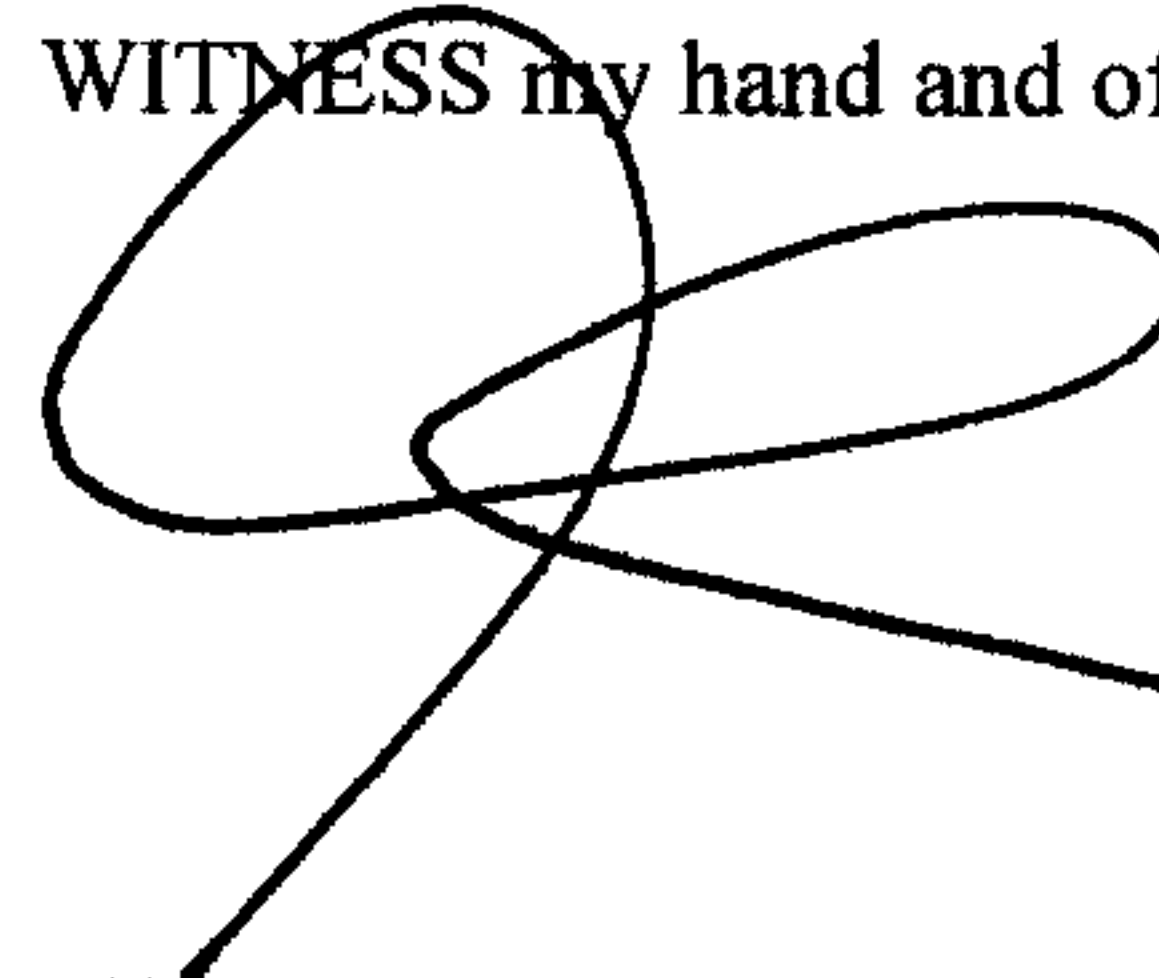
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STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

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WITNESS my hand and official Seal.



Signature of Notary Public [SEAL]

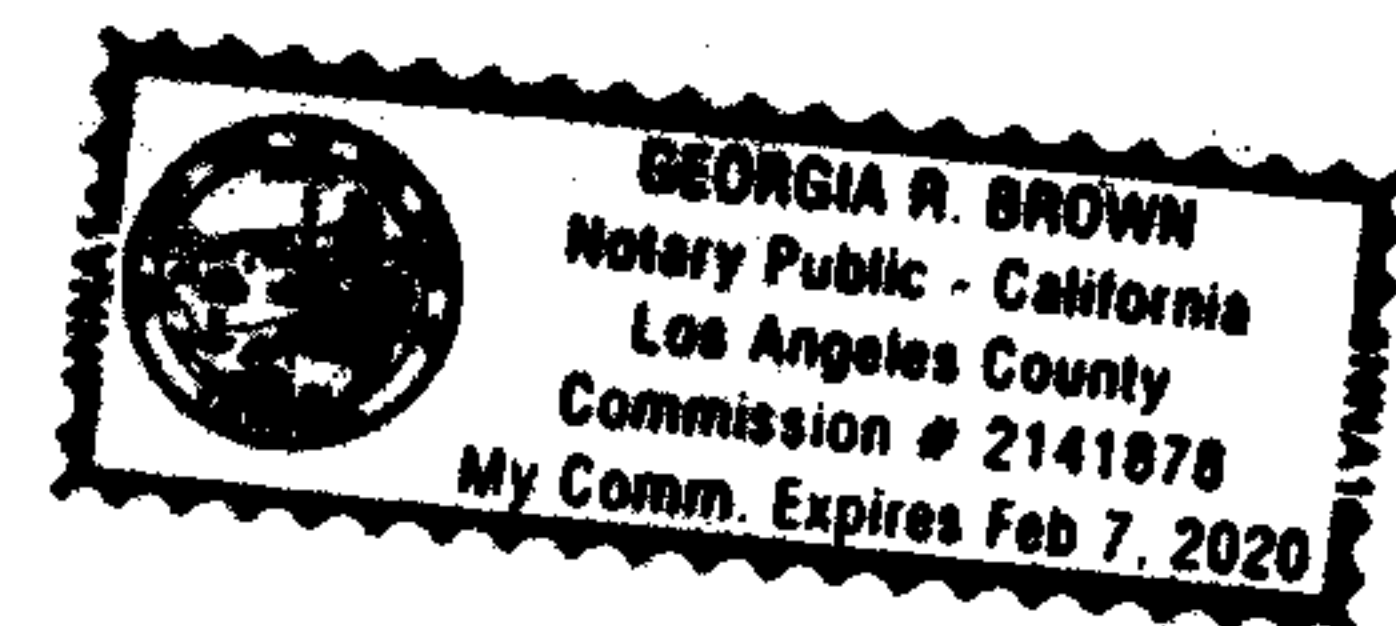


EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

The land referred to herein below is situated in the County of Shelby, Town of Chelsea, State of Alabama and is described as follows:

All that parcel depicted as Lot 2 containing .98 acres, more or less, in Plat entitled "Final Plat of Crawford Commercial Park" prepared by Rodney Y. Shiflett, PLS No. 21784, dated February 25, 2011 and recorded March 11, 2011 as Map Book 42 Page 55 in Shelby County, Alabama.

Parcel Id 09-4-20-1-001-004-001

This being a portion of the same property conveyed to Timothy L. Crawford from S & S Development, Inc., a corporation, and Richard S. Schencker, a married man in a deed dated June 04, 1996 and Recorded June 24, 1996 in Instrument No. 1996-20368.

Property Commonly Known As: 19360 Hwy 280, Birmingham, AL 35242

EXHIBIT "B"

BILLBOARD EASEMENT AREA DESCRIPTION

An easement of land situated in the NE ¼ of Section 20, Township 19 South, Range 1 West, Shelby County Alabama and also being a portion of Lot 2, Crawford Commercial Park, as recorded in Map Book 42 Page 55 in the Office of the Judge of Probate of Shelby County, Alabama and being more particularly described as follows:

Commence at a 1/2" rebar found at the most Southerly corner of said Lot 2, Crawford Commercial Park; thence N 62°38'02" W along the Easterly Right of Way line of U.S. Hwy. No. 280 for a distance of 103.27' to a 5/8" capped rebar (Bailey CA 899LS) and the POINT OF BEGINNING; thence N 62°38' 02" W along said East right of way for a distance of 10.18' to a 1/2" rebar; thence N 31°28'53" W along said east right of way a distance of 19.35' to a 1/2" rebar; thence N 51°26'16" E leaving said east right of way a distance of 57.67' to a 5/8" capped rebar (Bailey CA 899LS); thence S 32°37'32" E a distance of 39.32' to a 5/8" capped rebar (Bailey CA 899LS); thence S 63°00'57" W a distance of 52.91' to the POINT OF BEGINNING. Said easement containing 1908 square feet (0.04 Acres)

EXHIBIT "C"

LEASE DESCRIPTION

That certain Sign Location Lease dated Mar 02, 2011, by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to Timothy L. Crawford, an individual, whose address is P.O. Box 3429, El Segundo, California, 90245 ("Lessor") and The Lamar Companies, ("Lessee"), whose address is 920 6th Street South, Birmingham AL 35205, for the property located at 19360 Highway 280, Birmingham AL 35242-6728.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
01/08/2018 03:22:37 PM
\$33.00 CHERRY
20180108000008140

A handwritten signature in dark ink, appearing to be "J. W. Fuhrmeister", is written over the typed name of the County Clerk.

PropCoEasement & Lease Assgn TCN: LMD453822-P
BB154459/Timothy L. Crawford

RECEIVED
NOV 28 2017

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BY: