



MISC Inst. # 2018022668, Pg: 1 of 8 Rec Date: 03/28/2018 07:33:23.757  
Fee Received: \$52.00 By: AA  
Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

ME

**THIRD ASSIGNMENT OF LEASE AND EASEMENT ASSIGNMENT  
AND ASSUMPTION AGREEMENT**

PIN:

STATE OF: NEBRASKA  
COUNTY OF: DOUGLAS

Document Date: Nov 16, 2017

**GRANTOR:** LANDMARK INFRASTRUCTURE  
OPERATING COMPANY LLC  
Address: P.O. Box 3429  
El Segundo, CA 90245

**GRANTEE:** LMRK PROPCO 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  
BB143755

Return after recording to:  
Fidelity National Title Group  
Attn: Melissa Carter  
7130 Glen Forest Drive #300  
Richmond, VA 23226  
19844657

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BW

**THIRD ASSIGNMENT OF LEASE AND EASEMENT ASSIGNMENT  
AND ASSUMPTION AGREEMENT**

**THIS THIRD ASSIGNMENT OF LEASE AND EASEMENT ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment"), effective on [REDACTED] is executed by LANDMARK INFRASTRUCTURE OPERATING COMPANY LLC, a Delaware limited liability company ("Assignor") and LMRK PropCo LLC, a Delaware limited liability Company, ("Assignee").

**WHEREAS**, BPG Fund I, LLC, a Delaware limited liability company ("Owner") leased a certain portion of property located at 4629 S 108th Street - BB143755, Omaha NE 68101; as more particularly described in Exhibit "A" attached hereto (the "Property") to The Lamar Companies ("Tenant") pursuant to a certain lease Number 7048 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 Lease and Easement Assignment and Assumption Agreement dated Dec 31, 2014, as recorded on February 24, 2015, in the Official Records of Douglas County as Instrument 2015013092 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 LANDMARK INFRASTRUCTURE ASSET OPCO LLC ("LIAOPCO"), are parties to that certain Assignment of Lease and Easement Assignment and Assumption Agreement dated April 8, 2015, as recorded on April 19, 2016, in the Official Records of Douglas County as Instrument 2016028109 whereby LIHC assigned all of its right, title and interest to the Easement and Lease to LIAOPCO; and

**WHEREAS**, LIAOPCO and Assignor are parties to that certain Second Assignment of Lease and Easement Assignment and Assumption Agreement dated December 31, 2015, as recorded on June 6, 2016, in the Official Records of Douglas County as Instrument 2016043080 whereby LIAOPCO 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.

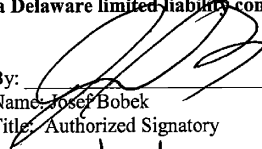
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6. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
7. Effective Date. This Assignment shall be effective on the date first written above.

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

ASSIGNOR:

LANDMARK INFRASTRUCTURE  
OPERATING COMPANY LLC,  
a Delaware limited liability company

By:   
Name: Josef Bobek  
Title: Authorized Signatory  
Date: 11/16/17

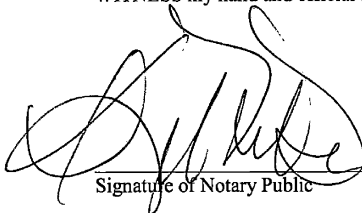
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

On Nov 16, 2017, before me Karen Theresa DeLa Rosa, 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.

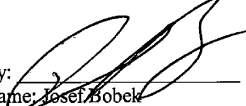
  
Signature of Notary Public



[SEAL]

ASSIGNEE:

LMRK PROPCO LLC,  
a Delaware limited liability company

By:   
Name: Josef Bobek  
Title: Authorized Signatory

Dated: 11 | 16 | 17

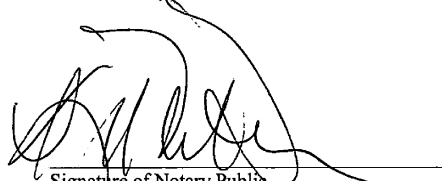
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

  
Signature of Notary Public



[SEAL]

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**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

Lot 4 and the South 45 feet of Lot 3, in Hampton Commercial Plaza, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

AND BEING the same property conveyed to SCW Properties, LLC, a Nebraska limited liability company from NBC Restaurant Properties, LLC, a Nebraska limited liability company by Warranty Deed dated December 19, 2013 and recorded December 20, 2013 in Instrument No. 2013124380.

Tax Parcel No. R1232685010

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**EXHIBIT "B"**

**EASEMENT AREA DESCRIPTION**

Lot 4 and the South 45 feet of Lot 3, in Hampton Commercial Plaza, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

AND BEING the same property conveyed to SCW Properties, LLC, a Nebraska limited liability company from NBC Restaurant Properties, LLC, a Nebraska limited liability company by Warranty Deed dated December 19, 2013 and recorded December 20, 2013 in Instrument No. 2013124380.

Tax Parcel No. R1232685010

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PropCoEasement & Lease Assgn TCN: 19 844 657  
BB143755/MROF 2 - BPG Fund I, LLC

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**EXHIBIT "C"**

**LEASE DESCRIPTION**

That certain undated New Lease (#7048), by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to BPG Fund I, LLC, a Delaware limited liability company, whose address is P.O. Box 3429, El Segundo, California, 90245 ("Lessor") and The Lamar Companies, ("Lessee"), whose address is 5321 Corporate Blvd , Baton Rouge LA 70808-2506, for the property located at 4629 S 108th Street - BB143755, Omaha NE 68101, together with any and all amendments, modifications and assignments thereto.

NOV 28 2017

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BY:.....

PropCoEasement & Lease Assign TCN: 19 844 657  
BB143755/MROF 2 - BPG Fund I, LLC