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**THIRD ASSIGNMENT OF EASEMENT AND LEASE AGREEMENT**

**PIN:**

STATE OF: NEBRASKA  
COUNTY OF: DOUGLAS

Document Date: NOV. 13, 2017

**GRANTOR:** LD ACQUISITION COMPANY 7 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  
**BB121058**

Return after recording to:  
Fidelity National Title Group  
Attn: Melissa Cater  
7130 Glen Forest Drive #300  
Richmond, VA 23226  
**15097545**

PJ

**THIRD ASSIGNMENT OF EASEMENT AND LEASE AGREEMENT**

**THIS THIRD ASSIGNMENT OF EASEMENT AND LEASE AGREEMENT** (this "Assignment"), effective on 11.12.17 is executed by LD Acquisition Company 7 LLC, a Delaware limited liability company, ("Assignor") and LMRK PropCo LLC, a Delaware limited liability Company, ("Assignee").

**WHEREAS**, Michael L. Henery, an unmarried individual ("Owner") leased a certain portion of property located at 10606 State St, Douglas County NE 68122; as more particularly described in Exhibit "A" attached hereto (the "Property") to The Lamar Companies, ("Tenant") pursuant to a certain lease dated April 23, 2001 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 01, 2012, as recorded on Dec. 19, 2012 in the Official Records of Douglas County as Instrument 2012129508 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 LD Acquisition Company 9 LLC, a Delaware limited liability company, ("LDAC 9") are parties to that certain Assignment of Easement and Assignment of Lease Agreement dated Oct. 02, 2012, as recorded on March 05, 2013 in the Official Records of Douglas County as Instrument 2013021464 whereby LIHC assigned all of its right, title and interest to the Easement and Lease to LDAC 9; and

**WHEREAS**, LDAC 9 and Assignor are parties to that certain Second Assignment of Easement and Lease Agreement dated June 16, 2016, as recorded on Oct. 26, 2016 in the Official Records of Douglas County as Instrument 2016089314 whereby LDAC 9 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 7 LLC**  
a Delaware ~~limited liability~~ company

By: \_\_\_\_\_  
Name: Daniel R. Parsons      Josef Bobek  
Title: Authorized Signatory

Date: Nov. 13, 2017

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 \_\_\_\_\_, before me \_\_\_\_\_, 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.

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

*See attached*

[SEAL]

### ACKNOWLEDGMENT

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State of California  
County of Los Angeles )

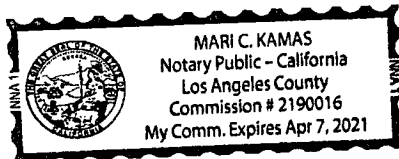
On Nov. 13, 2017 before me, Mari C. Kamas  
(insert name and title of the officer)

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.

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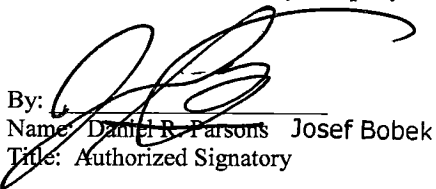
WITNESS my hand and official seal.

Signature  (Seal)



**ASSIGNEE:**

LMRK PROPCO LLC,  
a Delaware limited liability company

By:   
Name: ~~Daniel R. Parsons~~ Josef Bobek  
Title: Authorized Signatory

Dated: Nov. 13, 2017

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COUNTY OF LOS ANGELES )

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Signature of Notary Public

*See attached*

[SEAL]

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State of California  
County of Los Angeles )

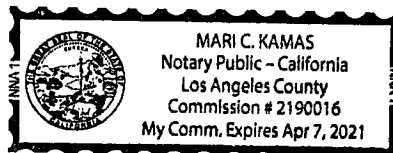
On Nov. 13, 2017 before me, Mari C. Kamas  
(insert name and title of the officer)

personally appeared Josef Bobek  
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WITNESS my hand and official seal.

Signature  (Seal)



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

An interest in land, said interest being over a portion of the following described parent parcel:

Parcel 1:

A tract of land situated in the County of Douglas, State of Nebraska and being described as Outlot A, of the Plat of Kami's Crossing, and recorded November 13, 2007 in Instrument No. 2007126781 in the Douglas County Records office.

AND BEING a portion of the same property conveyed to Michael L. Henery from Village Realty Company, a Nebraska General Partnership by Warranty Deed dated August 3, 1999 and recorded September 7, 1999 in Deed Book 2132, Page 130; AND BEING FURTHER CONVEYED a portion of to Michael L. Henery from John L. Craig, Director in the name of the State of Nebraska and for the Department of Roads of said State of Nebraska by State Quitclaim Deed dated January 10, 2007 and recorded February 13, 2007 in Instrument No. 2007016996.

Tax Parcel No. 1428135004

Parcel 2:

A tract of land situated in the County of Douglas, State of Nebraska an being described as Lot 1 of the Plat of Alex Henery Corner, recorded September 13, 2010 in Instrument No. 2010082654 in Douglas County Records office.

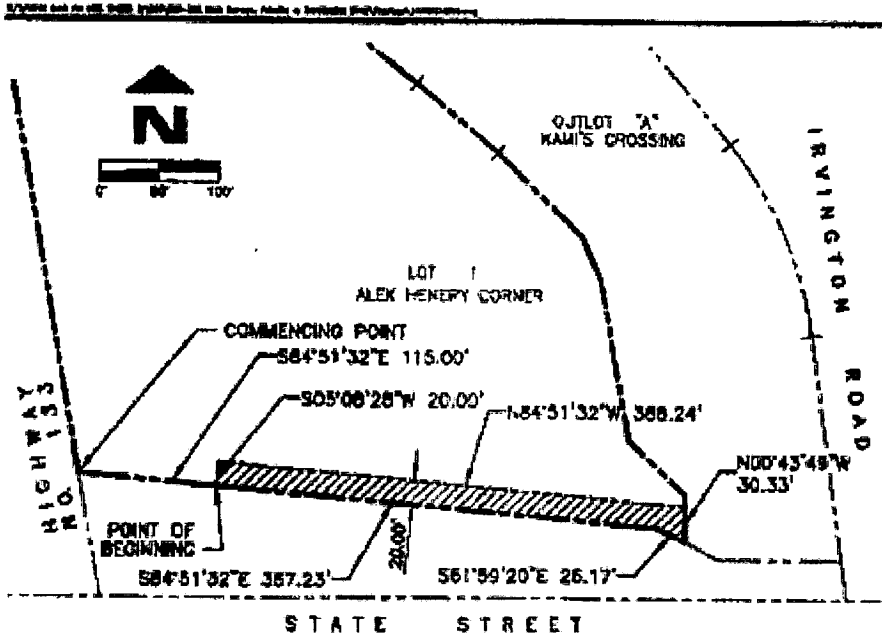
AND BEING a portion of the same property conveyed to Michael L. Henery from Village Realty Company, a Nebraska general partnership by Warranty Deed dated August 03, 1999 and recorded September 07, 1999 in Deed Book 2132, Page 130; AND FURTHER CONVEYED a portion of to Michael L. Henery from John L. Craig, Director in the name of the State of Nebraska and for the Department of Roads of said State of Nebraska by State Quitclaim Deed dated January 10, 2007 and recorded February 13, 2007 in Instrument No. 2007016996; AND FURTHER CONVEYED a portion of to Michael L. Henery from Monty W. Fredrickson, P.E., Director-State Engineer in the name of the State of Nebraska by Quitclaim Deed dated June 17, 2010 and recorded June 30, 2010 in Instrument No. 2010057708.

Tax Parcel No. 1172-0010-05



EXHIBIT "B"

EASEMENT AREA DESCRIPTION



LEGAL DESCRIPTION

THAT PART OF LOT 1, ALEX HENERY CORNER, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF SAID LOT 1;

THENCE S84°51'32"E (ASSUMED BEARING) 115.00 FEET ON THE SOUTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING;

THENCE CONTINUING S84°51'32"E 367.23 FEET ON THE SOUTH LINE OF SAID LOT 1;

THENCE S81°59'20"E 26.17 FEET ON THE SOUTH LINE OF SAID LOT 1 TO THE SE CORNER THEREOF;

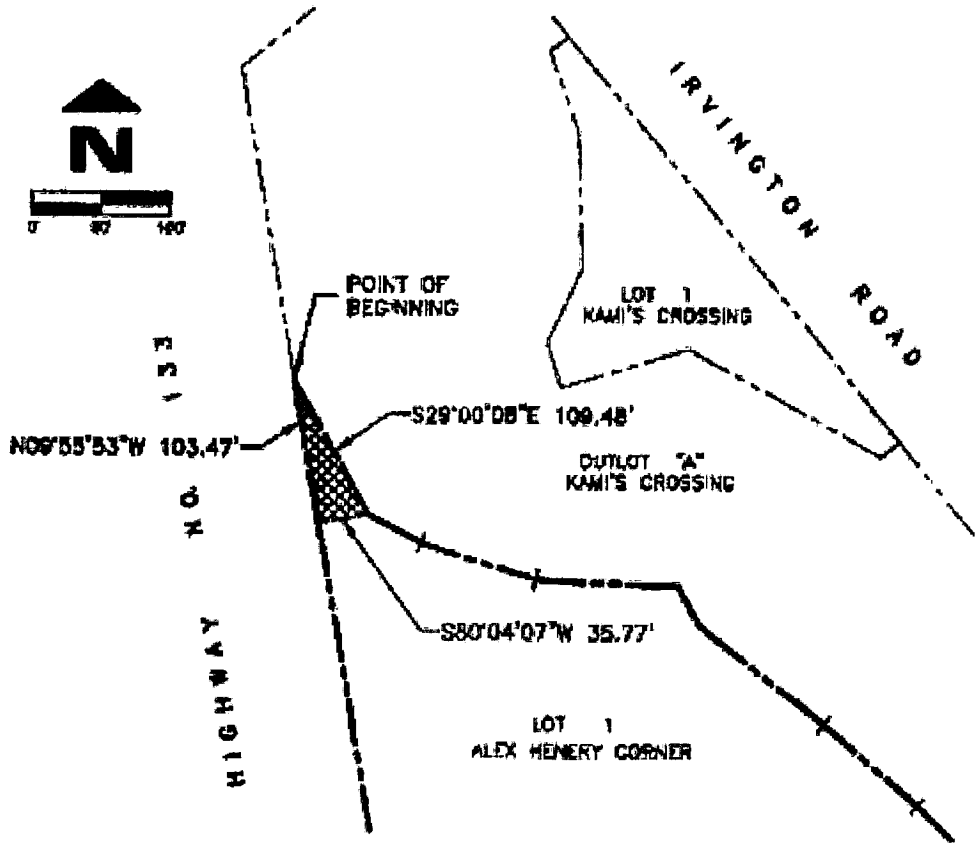
THENCE N00°43'48"W 30.33 FEET ON THE EAST LINE OF SAID LOT 1;

THENCE N84°51'32"W 388.24 FEET ON A LINE 20.00 FEET NORTH OF AND PARALLEL WITH THE WESTERLY PORTION OF THE SOUTH LINE OF SAID LOT 1;

THENCE S03°08'28"W 20.00 FEET TO THE POINT OF BEGINNING.

<b>T02</b>	Job Number: 200-082745632	Date: AUGUST 2, 2012	<b>EXHIBIT "A"</b>
	Client: MICHAEL HENERY CORNER, INC. 15000 15th St Omaha, NE 68154 402.338.8800 402.338.8800 www.mhc.com	Drawn By: DHR Reviewed By: JDA Project Status:	

Approved and the seal placed hereon by the State Engineer of Nebraska on 08/07/12



**LEGAL DESCRIPTION**

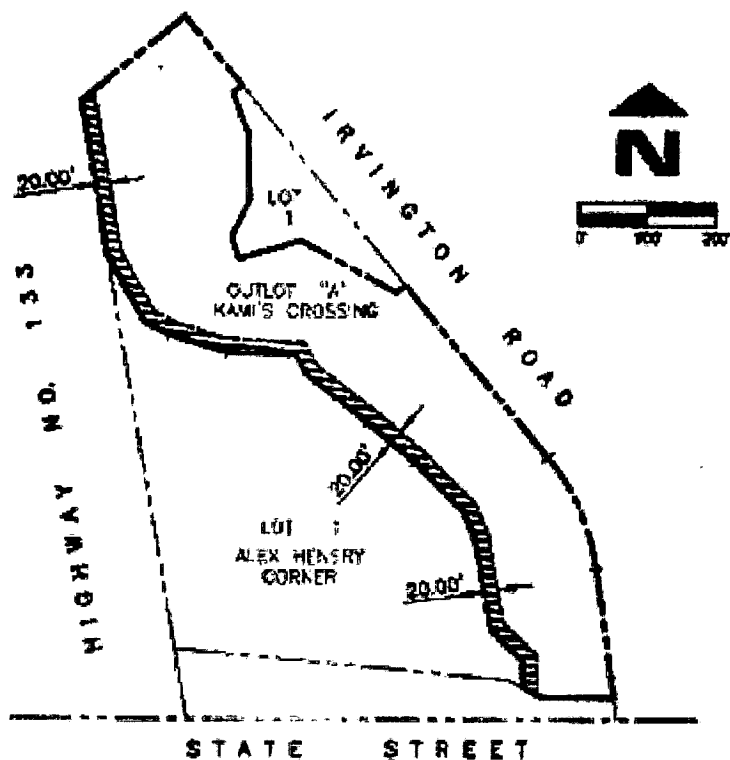
THAT PART OF LOT 1, ALEX HENERY CORNER, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE NW CORNER OF SAID LOT 1;

THENCE S29°00'00"E (ASSUMED BEARING) 109.48 FEET ON THE EAST LINE OF SAID LOT 1;

THENCE S80°04'07"W 35.77 FEET TO THE WEST LINE OF SAID LOT 1;

THENCE N06°55'53"W 103.47 FEET ON THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

<b>TD2</b>	Job Number: 200-562-74(ENX)	Date: AUGUST 8, 2012	<b>EXHIBIT " B "</b>
	Company: Craven & Garner, Inc. 16028 Old Mill Rd Omaha, NE 68134 P: 402.339.2000 F: 402.331.5800 www.cga.com	Drawn By: MJB Reviewed By: JDT Revision Code:	



**LEGAL DESCRIPTION**

THE WESTERLY 20.00 FEET IN WIDTH OF OUTLOT "A", KAMI'S CROSSING, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

<b>TD2</b>	Job Number: 200-988-740EX1	Date: AUGUST 3, 2012	<b>EXHIBIT "A"</b>
	Burroughs, Gossamer & Corner, Inc. 19825 Old HWY 133 Omaha, NE 68154 PHONE: 402-330-9980 FAX: 402-330-9980 www.td2.com	Drawn By: RJR Reviewed By: JCH Revision Date:	

**EXHIBIT "C"**

**LEASE DESCRIPTION**

That certain Lease Agreement dated April 23, 2001, by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to Michael L. Henery, 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 10606 State St, Douglas County NE 68122.

PropCoEasement & Lease Assgn TCN: 15097545  
BB121058/Michael L Henery

RECORDED  
NOV 28 2017

BY: .....