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Michael Gleed, Rec. - Filed By SA
Cache County, UT
For COTTONWOOD TITLE INSURANCE AGENCY, INC.
Electronically Submitted by Simplifile

WHEN RECORDED MAIL TO:

Dahan & Nowick LLP
123 Main Street, 9th Floor
White Plains, New York 10601

File No.: 133904-LMF

ASSIGNMENT AND ASSUMPTION OF LANDLORD'S INTEREST IN LEASE

In Reference to Tax ID Number(s):

04-085-0038

Recording Requested by
and When Recorded, Return to:
Dahan & Nowick LLP
123 Main Street, 9th Floor
White Plains, New York 10601
Attention: M. Marc Dahan, Esq.

ASSIGNMENT AND ASSUMPTION OF LANDLORD'S INTEREST IN LEASE

LOGAN REALTY LIMITED PARTNERSHIP, a Utah limited partnership ("Assignor"), in consideration of Ten Dollars (\$10) and other good and valuable consideration, receipt of which is hereby acknowledged, paid by **LOGAN, UT REALTY LLC**, a Utah limited liability company ("Assignee"), hereby assigns unto Assignee, all of Assignor's right, title, interest, obligations, and liabilities as landlord in and to that certain Lease dated as of December 18, 1979 between C.D.I. – Evans Development Company, predecessor in interest to Assignor, as Landlord, and Kmart Corporation, a Michigan corporation, as Tenant, a memorandum of which Lease of even date therewith was recorded on February 26, 1980 as Entry No. 430901, in Book 264 at Page 551 of the Official Records of Cache County, Utah, as amended by First Modification of Lease dated June 4, 1980, a memorandum of which First Modification of even date therewith was recorded on June 10, 1980 as Entry No. 433650, in Book 269, at Page 198 of aforesaid Official Records, First Amendment to Lease dated as of November 1, 1990 and Second Amendment to Lease dated as of July 1, 1993 (the "Lease"), demising premises situated in the City of North Logan, County of Cache and State of Utah and described in Exhibit "A" annexed hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the same unto Assignee from and after the effective date hereof, for all of the rest and remainder of the term thereunder, subject to the rents, terms, covenants, conditions and provisions therein stated.

Assignee hereby accepts the foregoing assignment from Assignor and Assignee assumes from and after the effective date hereof the timely and true performance of all of the duties and obligations of the landlord under the terms and provisions of the Lease.

This Assignment and Assumption of Lease shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of laws principles.

[Signatures on Following Page]

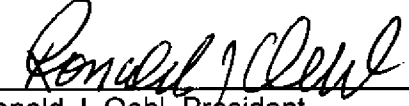
IN WITNESS WHEREOF, Assignor and Assignee, intending to be legally bound, have caused these presents to be duly executed on October 23, 2020, effective as of March 1, 2001.

ASSIGNOR:

LOGAN REALTY LIMITED PARTNERSHIP,
a Utah limited partnership

By: Salisbury General Corp., General Partner

By:



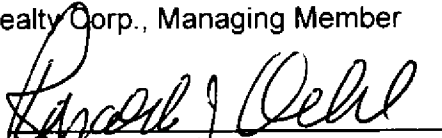
Ronald J. Oehl, President

ASSIGNEE:

LOGAN, UT REALTY LLC,
a Utah limited liability company

By: TLM Realty Corp., Managing Member

By:



Ronald J. Oehl, President

STATE OF NEW YORK)
COUNTY OF Queens) SS:

On October 23rd, 2020, personally appeared before me Ronald J. Oehl, who being by me duly sworn did acknowledge that he executed the foregoing instrument in his capacity as President of Salisbury General Corp., as General Partner of Logan Realty Limited Partnership.

Lyudmila Pinkhasova
Notary Public

LYUDMILA PINKHASOVA
Notary Public, State of New York
Registration #01PI6316937
Qualified in Queens County
Commission Expires Dec. 22, 2022

STATE OF NEW YORK)
COUNTY OF Queens) SS:

On October 23rd, 2020, personally appeared before me Ronald J. Oehl, who being by me duly sworn did acknowledge that he executed the foregoing instrument in his capacity as President of TLM Realty Corp., as Managing Member of Logan, UT Realty LLC.

Lyudmila Pinkhasova
Notary Public

LYUDMILA PINKHASOVA
Notary Public, State of New York
Registration #01PI6316937
Qualified in Queens County
Commission Expires Dec. 22, 2022

EXHIBIT "A"

Beginning at a point S 88° 16' 32" E, 175.00 ft. and S 1° 03' 43" W, 7.00 ft. from the NW corner of Lot 5, Block 8, Plat "D," Logan Farm Survey, said NW corner of Lot 5 being the intersection of the East R/W Line of U.S. Highway 89-91 and the South R/W Line of a County Road (1800 North Street) in North Logan, Utah and running thence S 88° 16' 32" E, 612.74 ft.; thence S 1° 33' 53" W, 600.00 ft.; thence N 88° 32' 33" W, 115.00 ft.; thence N 88° 32' 33" W, 60.00 ft.; thence N 88° 32' 33" W, 207.50 ft.; thence N 1° 33' 53" E, 20.00 ft.; thence N 88° 32' 33" W 77.50 ft.; thence S 1° 33' 53" W, 142.82 ft.; thence N 89° 17' 04" W, 356.82 ft.; thence N 1° 03' 43" E, 46.51 ft.; thence S 89° 17' 04" E, 150.00 ft.; thence N 1° 03' 43" E, 168.53 ft.; thence N 89° 17' 04" W, 42.00 ft.; thence N 1° 03' 43" E, 150.81 ft.; thence N 88° 56' 17" W, 108.00 ft.; thence N 1° 03' 43" E, 161.50 ft.; thence S 88° 16' 32" E, 150.00 ft.; thence N 1° 03' 43" E, 143.00 ft. to beginning. Containing 9.16 acres more or less.