

Ent 1268541 Bk 2206 Pg 0080  
Date 03-Dec-2020 03:23PM Fee \$40.00  
Michael Gleed, Rec. - Filed By SA  
Cache County, UT  
For COTTONWOOD TITLE INSURANCE AGENCY, INC.  
Electronically Submitted by Simplifile

WHEN RECORDED MAIL TO:

Petersen Moss Hall & Olsen  
485 E Street  
Idaho Falls, Idaho 83402  
ATTN: Stephen Hall, Esq.

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:  
Petersen Moss Hall & Olsen  
485 E Street  
Idaho Falls, Idaho 83402  
Attention: Stephen Hall, Esq.

**ASSIGNMENT AND ASSUMPTION OF LANDLORD'S INTEREST IN LEASE**

**LOGAN, UT REALTY LLC**, a Utah limited liability company ("Assignor"), in consideration of Ten Dollars (\$10) and other good and valuable consideration, receipt of which is hereby acknowledged, paid by **JBB BURLEY PROPERTIES, LLC**, an Idaho 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.

This Assignment and Assumption of Lease may be executed in one or more counterparts, each of which is deemed an original and all of which, taken together, constitute a single instrument.

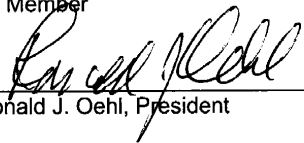
[Signatures on Following Page]

**IN WITNESS WHEREOF**, Assignor and Assignee, intending to be legally bound, have caused these presents to be duly executed as of December 2, 2020.

ASSIGNOR:

**LOGAN, UT REALTY LLC,**  
a Utah limited liability company

By: TLM Realty Corp.,  
a Delaware corporation,  
Managing Member

By:   
Ronald J. Oehl, President

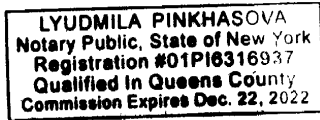
ASSIGNEE:

**JBB BURLEY PROPERTIES, LLC,**  
an Idaho limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEW YORK )  
 )  
COUNTY OF Queens ) ss:

On December 2nd 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., a Delaware corporation, as Managing Member of Logan, UT Realty LLC, a Utah limited liability company.



Lyudmila Pinkhasova  
Notary Public

STATE OF IDAHO )  
 )  
COUNTY OF \_\_\_\_\_ ) ss:

On December \_\_, 2020, personally appeared before me \_\_\_\_\_, who being by me duly sworn did acknowledge that he/she executed the foregoing instrument in his/her capacity as \_\_\_\_\_ of JBB Burley Properties, LLC, an Idaho limited liability company.

\_\_\_\_\_  
Notary Public

**IN WITNESS WHEREOF**, Assignor and Assignee, intending to be legally bound, have caused these presents to be duly executed as of December 2, 2020.

ASSIGNOR:

**LOGAN, UT REALTY LLC,**  
a Utah limited liability company

By: TLM Realty Corp.,  
a Delaware corporation,  
Managing Member

By: \_\_\_\_\_  
Ronald J. Oehl, President

ASSIGNEE:

**JBB BURLEY PROPERTIES, LLC,**  
an Idaho limited liability company

By: Thomas W. Yeatsley  
Name: Thomas W. Yeatsley  
Title: Manager

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On December \_\_\_\_, 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., a Delaware corporation, as Managing Member of Logan, UT Realty LLC, a Utah limited liability company.

\_\_\_\_\_  
Notary Public

STATE OF IDAHO )  
 ) ss:  
COUNTY OF Bannock )

On December 2, 2020, personally appeared before me Thomas W. Pearsley, who being by me duly sworn did acknowledge that he/she executed the foregoing instrument in his/her capacity as Manager of JBB Burley Properties, LLC, an Idaho limited liability company.

Saul Leonardson  
Notary Public

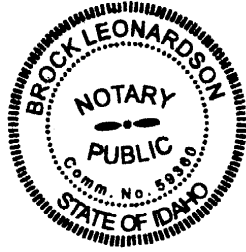


EXHIBIT "A"

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.