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6/28/2017 3:06:00 PM \$18.00  
Book - 10572 Pg - 4760-4764  
Gary W. Ott  
Recorder, Salt Lake County, UT  
ATLAS TITLE HEBER  
BY: eCASH, DEPUTY - EF 5 P.

RETURN TO:

Richard C. Bennion  
PO BOX 171055  
SLC, UT 84117

*Atlas # 32187*

PARCEL NUMBER: [14-25-351-046]

**ASSIGNMENT OF LEASE AGREEMENT**

THIS ASSIGNMENT OF LEASE (the "Assignment") is entered into as of the 21st day of June 2017, between FITZGERALD EXEMPTION TRUST U/A/D JANUARY 30, 2006 AND FITZGERALD MARITAL TRUST U/A/D JANUARY 30, 2006 ("Assignor"), and FIRECLAY 35, LLC ("Assignee"), in contemplation of the following facts and circumstances for property more particularly described as follows:

5504 West 3500 South, West Valley, City, Utah 84120

PARCEL ID 14-25-046

Township Section Number 25 Township 01S, Range 02W, Salt Lake County, Utah

Assignor agrees to assign and transfer to Assignee and Assignee agrees to accept, assume, and be bound by Terms and Conditions of that certain Lease dated AUGUST 4, 1997 and including all Amendments, Assignments and Addenda thereto (the "Lease") by CSK AUTO, INC. an Arizona Corporation (the "Tenant").

The Assignor and Assignee hereby agree as follows:

**1. Assignment.** Assignor hereby assigns, sets over and transfers to Assignee, and its successors and assigns, all of Assignor's legal and beneficial right, title interest and estate as Lessor/Landlord in and to the Lease, together with (a) any and all rents to become due thereunder after the day of JUNE 21, 2017 and the right to collect the same; (b) any guarantees, whether now or hereafter made of the obligations of any tenant under any of the Lease; (c) any and all proceeds of the foregoing, including, without limitation, any claims of Assignor against any insurer or their persons for loss or damage to or destruction of any or all of the foregoing; and (d) the right to exercise any and all other rights, options and privileges extended to Assignor under the terms of the Lease.

2. **Acceptance of assignment.** Assignee hereby accepts the Lease and assumes and agrees to be bound by, assume and perform all of the terms, covenants, and conditions that are contained in the Lease to be performed by Assignor from and after the date of this Assignment.

ASSIGNOR:  
FITZGERALD EXEMPTION TRUST  
U/A/D JANUARY 30, 2006

ASSIGNEE:  
FIRECLAY 35, LLC

By: Ben Fitzgerald TEE  
Benjamin A. Fitzgerald, Successor Trustee

By: [Signature]  
Richard C. Bennion, Manager

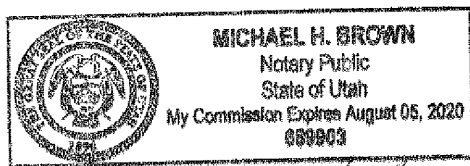
FITZGERALD MARITAL TRUST  
U/A/D JANUARY 30, 2006

By: Ben Fitzgerald TEE  
Benjamin A. Fitzgerald, Successor Trustee

STATE OF UTAH            }  
County of Salt Lake       } ss

On the 28 OF JUNE, 2017, personally appeared before me, Benjamin A Fitzgerald, Successor Trustee, of The Fitzgerald Exemption Trust U/A/D January 30, 2006, to an one half (1/2) interest, the signer of the within instrument, who duly acknowledged to me that they executed the same.

Witness my hand and official seal.



My Commission Expires: 8/5/20

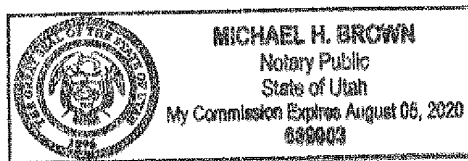
A handwritten signature in dark ink, appearing to be "MB", written over a horizontal line.

Notary Public

STATE OF UTAH            }  
County of Salt Lake       } ss

On the 28 OF JUNE, 2017, personally appeared before me, Benjamin A Fitzgerald, Successor Trustee, of The Fitzgerald Marital Trust U/A/D January 30, 2006, to an one half (1/2) interest, the signer of the within instrument, who duly acknowledged to me that they executed the same.

Witness my hand and official seal.



My Commission Expires: 8/5/20

A handwritten signature in dark ink, appearing to be "MB", written over a horizontal line.

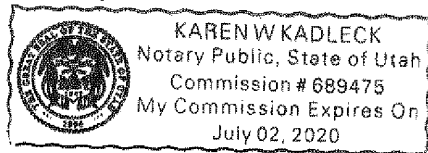
Notary Public

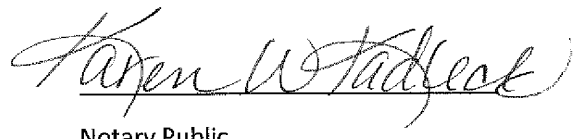
STATE OF UTAH }

County of Salt Lake } ss

On the 26<sup>th</sup> OF JUNE, 2017, personally appeared before me, Richard C. Bennion, Manager of Fireclay 35, LLC, the signer of the within instrument, who duly acknowledged to me that they executed the same.

Witness my hand and official seal.



  
Notary Public

My Commission Expires: 7-2-20

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

File No.: 32187

Beginning at a point 33 1/3 rods (550.0 feet) North 89°59'10" East from the Southwest corner of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 0°09'50" West 296.0 feet; thence North 89°59'10" East 12 2/3 rods (209.0 feet); thence South 0°09'50" East 296.0 feet; thence South 89°59'10" West 12 2/3 rods (209.0 feet) to the point of beginning.

Less and excepting any portion of proerty that lies with in the dedicated roadway adjacent to subject property.

Tax ID No. 14-25-351-046