

RETURN TO:

Jeffrey S. Bennion
PO BOX 17227
SLC, UT 84117

14475063 B: 11623 P: 7209 Total Pages: 3
12/11/2025 03:50 PM By: tpham Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

PARCEL NUMBER: 14-25-351-046-0000

ASSIGNMENT OF LEASE AGREEMENT

THIS ASSIGNMENT OF LEASE (the "Assignment") is entered into as of the 20th day of November 2025, between Fireclay 35, LLC ("Assignor"), and Woodhaven, 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 14-25-351-046-0000

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 00°09'50" West 296.0 feet; thence North 89°59'10" East 12 2/3 rods (209.0 feet); thence South 00°09'50" East 296 feet; thence South 89°59'10" West 12 2/3 rods (209.0 feet) to the point of beginning.

LESS AND EXCEPTING THEREFROM the above described property the Southerly 40 feet lying within the bounds of 3500 South Street.

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 dba O'Reilly Auto Parts (the "Tenant")**.

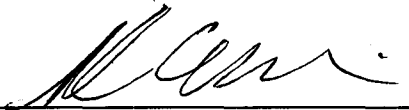
The Assignor and Assignee hereby agree as follows:


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 November 20, 2025 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:
Fireclay 35, LLC

ASSIGNEE:
Woodhaven, LLC

By: 
Richard C. Bennion, Manager

By: 
Jeffrey S. Bennion, Manager

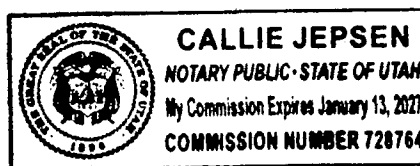
STATE OF UTAH }
County of Salt Lake } ss

On the 25th of November, 2025, 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

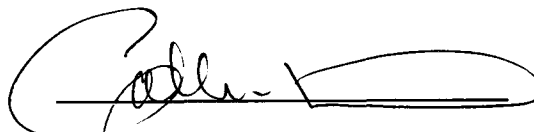
My Commission Expires: 1/13/2027



STATE OF UTAH }
County of Salt Lake } ss

On the 25th of November, 2025, personally appeared before me, Jeffrey S. Bennion, Manager of Woodhaven, 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: 1/13/2027

