

E 2880348 B 6309 P 1185-1193  
Richard T. Maughan  
Davis County Recorder  
7/15/2015 3:51 PM  
Fee \$27.00 Pgs. 9  
Rec'd for First American Title -NCS2

PREPARED BY:

Polsinelli PC  
900 W. 48<sup>th</sup> Place, Suite 900  
Kansas City, MO 64112  
Attn: Clay Hagedorn

UPON RECORDATION RETURN TO:

Polsinelli PC  
161 N. Clark Street, Suite 4200  
Chicago, IL 60601  
Attn: Mark A. Gershon

**Document Title:** Assignment and Assumption of Recorded Agreements and Documents

**Date of Document:** July 7, 2015

**Assignor:** Kmart Corporation, a Michigan corporation, successor in interest by merger with Troy Coolidge No. 54, LLC, a Michigan limited liability company (incorrectly identified as Troy Collidge No. 54, LLC, a Michigan limited liability company in deed recorded on April 7, 2005 as Document ID No. 20052064621 in Book 3762, Page 856 in the Davis County Records)

**Assignee:** Seritage KMT Finance LLC, a Delaware limited liability company

**Assignee's Address:** c/o Kmart Corporation, 3333 Beverly Road, Hoffman Estates, IL 60179

**Legal Description:** The real property affected hereby is described on Exhibit A attached hereto and made a part hereof.

**Property Location:** 1584 West 2000 North, Layton, Utah 84041 (a/k/a 2010 North Main Street)

**Tax Parcel No.(s):** ~~E 2880348 B 6309 P 022501193~~ & 09-022-0171

50399192.3  
700526237  
7/15/2015 3:51:00 PM  
25  
FEE \$27.00 Pgs: 9  
DEP eCASH REC'D FOR FIRST AMERICAN TITLE-NCS2

**ASSIGNMENT AND ASSUMPTION OF RECORDED  
AGREEMENTS AND DOCUMENTS**

**(Store #: 7426; Location: Layton, Davis County, Utah)**

THIS ASSIGNMENT AND ASSUMPTION OF RECORDED AGREEMENTS AND DOCUMENTS, dated effective as of this 7~~th~~ day of July, 2015 (this "**Assignment**"), is made by and between Kmart Corporation, a Michigan corporation, successor in interest by merger with Troy Coolidge No. 54, LLC, a Michigan limited liability company (incorrectly identified as Troy Collidge No. 54, LLC, a Michigan limited liability company in deed recorded on April 7, 2005 as Document ID No. 20052064621 in Book 3762, Page 856 in the Davis County Records) ("**Assignor**"), and Seritage KMT Finance LLC, a Delaware limited liability company ("**Assignee**"), having an address of c/o Kmart Corporation, 3333 Beverly Road, Hoffman Estates, IL 60179.

**Assignment and Assumption**

1. In consideration of Ten Dollars (\$10.00) in hand paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer and set over unto Assignee, all of Assignor's right, title and interest in and to any and all agreements, documents, and other instruments not otherwise assigned by Assignor to Assignee (collectively, the "**Assigned Agreements and Documents**") affecting or related to the real property described in **Exhibit A** (collectively, the "**Property**"), including but not limited to the documents described on **Exhibit B**.

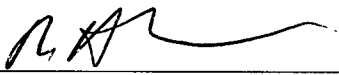
2. Assignee hereby assumes all obligations and liabilities of the Assignor arising out of or accruing with respect to the Assigned Agreements and Documents from and after the date of this Assignment.

3. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

4. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page follows]

Kmart Corporation,  
a Michigan Corporation


By:   
Robert A. Riecker, Vice President

ACKNOWLEDGMENT

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF COOK            )

On this 11 day of May, 2015, before me appeared Robert A. Riecker, to me personally known, who being by me duly sworn, did say that he/she is the Vice President of Kmart Corporation, a Michigan corporation, and that said instrument was signed on behalf of said corporation, and said Vice President acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.


  
Notary Public  
Printed Name: MAGDALENA LAZARZ

My commission expires:  
5/29/17



**SERITAGE KMT FINANCE LLC**, a Delaware  
limited liability company

By: Kmart Corporation, a Michigan corporation, its  
sole member

By:  \_\_\_\_\_

Name: Robert A. Riecker

Title: Vice President

ACKNOWLEDGMENT

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF COOK            )

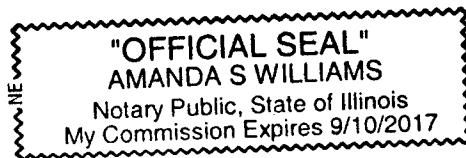
On this 15<sup>th</sup> day of June, 2015, before me appeared Robert A. Riecker, to me personally known, who being by me duly sworn, did say that he/she is the Vice President of Kmart Corporation, a Michigan corporation, the sole member of Seritage KMT Finance LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said corporation, and said Vice President acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Amanda S. Williams  
Notary Public  
Printed Name: Amanda S. Williams

My commission expires:

9/10/2017



**Exhibit A**  
**Legal Description**

NCS-700526-237 - 2010 North Main, Layton, Utah

PARCEL 1 - Antelope Square K-Mart Parcel:

Beginning at a point North 0°03'10" East 50.00 feet and South 89°47' West 502.16 feet from the South Quarter Corner of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 0°03'10" East 451.83 feet; thence North 89°56'50" West 676.71 feet; thence South 53°13' West 33.42 feet; thence South 36°47' East 65.00 feet; thence South 53°13' West 98.00 feet; thence South 36°47' East 404.04 feet; thence North 89°47' East 500.69 feet to the point of beginning.

Less and Excepting therefrom Parcel 1, the following:

A parcel of land in fee for widening of highway State Route 108 known as Project No. 2008 being part of an entire tract of property, situated in the Southeast Quarter of the Southwest Quarter of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning in the Northerly right of way line of the existing highway at a point 50.00 feet North 0°03'10" East and 502.16 feet South 89°47' West from the South Quarter Corner of said Section 7, and running thence South 89°47' West 500.69 feet along said Northerly right of way line to the Northeasterly right of way line of the existing U.S. Highway 91; thence North 36°47' West 9.96 feet along said Northeasterly right of way line to a point 57.00 feet perpendicularly distant Northerly from the control line of said project; thence North 89°47' East 506.66 feet along a line parallel to said control line; thence South 0°03'10" West 8.00 feet along the Easterly boundary line of said entire tract to the point of beginning as shown on the Official Map of said project on file in the Office of the Utah Department of Transportation.

As granted to the Utah Department of Transportation by Warranty Deed recorded November 5, 1990 as Entry No. 907194 in Book 1379 at Page 635 of Official Records.

Also, Less and Excepting therefrom Parcel 1, the following:

A parcel of land in fee for the construction of a traffic signal known as Project No. S-0126(30)0, being part of an entire tract of property, situate in the SE1/4SW1/4 of Section 07, T. 4N., R. 1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the North Right of Way line of SR-108 and the East Right of Way line of SR-126, which point is 58.00 feet North 00°03'10" East and 1008.88 feet South 89°47'00" West from the South Quarter Corner of Section 7, which point is also 4515.87 feet North 53°29'42" West from the West Quarter Corner of Section 17 of said Township, which point is also 49.54 feet perpendicularly distant easterly from centerline of SR-108 at Engineer Station 606+43.47 and running thence North 36°47'00" West 10.13 feet along said East Right of Way line of SR-126; thence South 89°58'57" East 19.11 feet; thence South 35°21'39" East 9.85 feet; thence South 89°47'00" West 18.75 feet to the point of beginning (Basis of Bearing for Section 17 being North 89°56'24" East between said West Quarter Corner and the Center of Said Section 17).

(Note: Rotate all bearings in the above description 00°01'03" counter-clockwise to match highway bearings.)

As granted to the Utah Department of Transportation by Warranty Deed recorded February 27, 2015 as Entry No. 2850935 in Book 6213 at Page 992 of Official Records.

PARCEL 2 – Antelope Square Shopping Center Parcel:

Beginning at a point which is North 827.55 feet and West 1586.97 feet from the South Quarter Corner of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian and running thence North 89°43'40" East 1085.59 feet; thence South 0°03'10" West 332.75 feet; thence North 89°56'50" West 676.71 feet; thence South 53°13' West 33.42 feet; thence South 36°47' East 65.00 feet; thence South 53°13' West 98.00 feet to a point on the East line of U.S. Highway 91; thence North 36°47' West 160 feet along said Highway; thence North 53°13' East 98.00 feet; thence North 36°47' West 101.00 feet; thence South 53°13' West 98.00 feet to a point on said East line of Highway; thence North 36°47' West 34.00 feet along said Highway; thence North 53°13' East 98.00 feet; thence North 36°47' West 157.30 feet; thence South 89°43'40" West 91.16 feet; thence South 53°13' West 24.73 feet to a point on said East line of Highway; thence North 36°47' West 65.00 feet along said Highway to point of beginning.

FOR INFORMATIONAL PURPOSES ONLY:

2010 North Main Street, Layton, Utah



**EXHIBIT B – ASSIGNED AGREEMENTS**

**(Store #: 7426; Location: Layton, Davis County, Utah)**

1. Party Wall Agreement dated February 12, 1987 by and among CDI-Evans Development Company, Deseret Mutual Benefit Association, K Mart Corporation, Zions First National Bank and Albertson's, Inc., recorded February 13, 1987 as Entry No. 772884 in Book 1144 at Page 1097 of Official Records of Davis County.
  - a. Assignment and Assumption Agreement dated April 7, 2005 by and between CDI-Evans Development Company and Troy Coolidge No. 54, LLC, recorded April 7, 2005 as Entry No. 2064624 in Book 3762 at Page 872 of Official Records of Davis County.
2. Easement Agreement dated September 11, 1991 made by and among The Episcopal Church in Utah, CDI-Evans Development Company, Deseret Mutual Benefit Association, McDonalds Corporation, KMart Corporation, Zions First National Bank, Albertson's, Inc., and First Security Bank of Utah, N.A., recorded December 1, 1992 as Entry No. 1005286 in Book 1559 at Page 1586 at Official Records of Davis County.
  - a. Assignment and Assumption Agreement dated April 7, 2005 by and between CDI-Evans Development Company and Troy Coolidge No. 54, LLC, recorded April 7, 2005 as Entry No. 2064624 in Book 3762 at Page 872 of Official Records of Davis County.
3. Covenants for Operation, Maintenance and Reciprocal Easement dated November 20, 1980 made by and among CDI, Ltd., K Mart Corporation and Zions First National Bank, recorded December 11, 1980 as Entry No. 581474 in Book 850 at Page 605 of Official Records of Davis County.
  - a. Amendment to Covenants for Operation, Maintenance and Reciprocal Easement dated October 14, 1982 by and among CDI-Evans Development Company, Deseret Mutual Benefit Association, McDonalds Corporation, K Mart Corporation, Zions First National Bank and Albertson's, Inc., recorded October 28, 1982 as Entry No. 625584 in Book 917 at Page 984 of Official Records of Davis County.
  - b. Second Amendment to Covenants for Operation, Maintenance and Reciprocal Easement dated October 31, 1991 by and among CDI-Evans Development Company, Deseret Mutual Benefit Association, McDonalds Corporation, KMart Corporation, Albertson's, Inc., and Davis County Bank (executed by First Security Bank of Utah, N.A., successor-in-interest to Davis County Bank), recorded December 31, 1992 as Entry No. 1010660 in Book 1569 at Page 996 of Official Records of Davis County.
  - c. Assignment and Assumption Agreement dated April 7, 2005 by and between CDI-Evans Development Company and Troy Coolidge No. 54, LLC, recorded April 7, 2005 as Entry No. 2064624 in Book 3762 at Page 872 of Official Records of Davis County.