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10/19/98 3:22 PM 24.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
REC BY:V ASHBY DEPUTY - WI

**AFTER RECORDING MAIL TO:**

Name Foote & Associates, LLP  
Address 420 Lexington Avenue, #1400  
City/State New York, NY 10170  
Attention: Walter V. Foote, Esq.

**Document Title(s):**

- 1. Assignment and Assumption of Lease  
(Hillside - Master Lease)

**Reference Number(s) of Documents assigned or released:**

Entry No. 2664671, Book 3721, Page 429  
Entry No. 2849653, Book 4315, Page 168



**Grantor(s):**

- 1. Ernst Home Center, Inc., a Delaware corporation

**Grantee(s):**

- 1. Triple S Properties LLC, a Delaware limited liability company

**Legal Description as follows:**

Complete legal description is on page 5 of document

**Assessor's Property Tax Parcel/Account Number(s):**

22-27-201-004-0000

**NOTE:** *The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.*

BK8129PG1465

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**ASSIGNMENT AND ASSUMPTION OF LEASE**  
**(Hillside—Master Lease)**

This Assignment and Assumption of Lease ("Assignment") is made this 16<sup>th</sup> day of October, 1998 between ERNST HOME CENTER, INC., a Delaware corporation ("Seller"), and TRIPLE S PROPERTIES LLC, a Delaware limited liability company ("Buyer").

WITNESSETH:

Whereas, Seller is a tenant of premises at Hillside Plaza Shopping Center in Salt Lake City, Utah, pursuant to the lease identified on Exhibit A attached hereto (together with all amendments, modifications and supplements, the "Lease"). The premises which are the subject of the Lease are located on a portion of the real property more fully described on Exhibit B attached hereto; and

Whereas, Seller desires to assign the Lease to Buyer and Buyer desires that the Lease be assigned to it and to assume the obligations of the tenant under the Lease.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, and other good and valuable consideration, Seller hereby assigns the Lease, and all its right, title and interest therein, and the security deposit, if any, made pursuant thereto, to Buyer, and Buyer hereby assumes and agrees to be bound at all times hereafter by all terms, conditions and provisions of the Lease.

Seller shall indemnify and hold Buyer, its successors and assigns, harmless from and against any and all damages, losses, liabilities, claims, costs, expenses, actions and causes of action (including, without limitation, attorneys' fees and the reasonable cost of investigation) incurred by or asserted against Buyer, its successors and assigns, accruing under the Lease prior to the Effective Date or arising from or pertaining to Seller's use or occupation of the Premises prior to the Effective Date. Buyer shall indemnify and hold harmless Seller, its successors and assigns, from and against any and all damages, losses, liabilities, claims, costs, expenses, actions and causes of action (including, without

limitation, attorneys' fees and the reasonable cost of investigation) incurred by or asserted against Seller, its successors and assigns, accruing under the Lease on or subsequent to the Effective Date or arising from or pertaining to Buyer's use or occupation of the Premises on or subsequent to the Effective Date.

As used in the preceding paragraph, the term "Effective Date" shall mean and refer to October 16, 1998.

This Assignment may be executed in counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

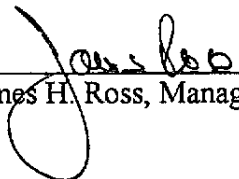
"SELLER"

ERNST HOME CENTER, INC.  
a Delaware corporation

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

"BUYER"

TRIPLE S PROPERTIES LLC,  
a Delaware limited liability company  
By: Rossrock 98-01 LLC, its Managing Member  
By: Rossrock LLC, its Managing Member

By:  \_\_\_\_\_  
James H. Ross, Manager

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stated that she/he was authorized to execute the instrument as the \_\_\_\_\_ ERNST HOME CENTER, INC., a Delaware corporation, and acknowledged it to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on \_\_\_\_\_, 1998.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State  
of Washington  
My Appointment Expires: \_\_\_\_\_

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

I certify that I know or have satisfactory evidence that James H. Ross signed this instrument, on oath stated that he was authorized to execute the instrument as the Manager of Rossrock LLC, the Managing Member of Rossrock 98-01 LLC, the Managing Member of TRIPLE S PROPERTIES LLC, a Delaware limited liability company, and acknowledged it to be the free and voluntary act and deed of said limited liability company, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on October 10, 1998.

Wilhelmina M. Estevez  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the  
State of New York  
My Appointment Expires: \_\_\_\_\_  
WILHELMINA M. ESTEVEZ  
NOTARY PUBLIC, State of New York  
No. 41-4728860  
Qualified in Queens County  
Commission Expires 9-20-2000

limitation, attorneys' fees and the reasonable cost of investigation) incurred by or asserted against Seller, its successors and assigns, accruing under the Lease on or subsequent to the Effective Date or arising from or pertaining to Buyer's use or occupation of the Premises on or subsequent to the Effective Date.

As used in the preceding paragraph, the term "Effective Date" shall mean and refer to October 16<sup>th</sup> 1998.

This Assignment may be executed in counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

"SELLER"

ERNST HOME CENTER, INC.  
a Delaware corporation

By   
Its: Chief Admin Officer

"BUYER"

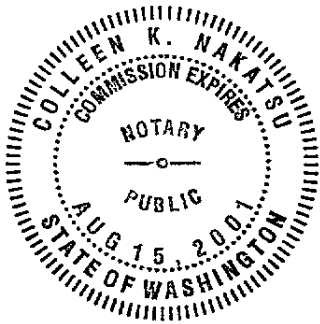
TRIPLE S PROPERTIES LLC,  
a Delaware limited liability company  
By: Rossrock 98-01 LLC, its Managing Member  
By: Rossrock LLC, its Managing Member

By: \_\_\_\_\_  
James H. Ross, Manager

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that CATHY SHERWOOD is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Chief Administrative Officer of ERNST HOME CENTER, INC., to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 14th day of October, 1998.



Colleen K Nakatsu

(Signature of Notary)

Colleen K. Nakatsu

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State  
of Washington

My Appointment Expires: 08/15/01.

**EXHIBIT A**

**Description of Lease**

Lease with Hillside Plaza Associates dated October 25, 1974, evidenced by Memorandum of Lease recorded November 13, 1974, as Entry No. 2664671 in Book 3721 at Page 429, and Memorandum of Lease recorded August 26, 1976, as Entry No. 2849653 in Book 4315 at Page 168.

**EXHIBIT B**

**Legal Description**

Beginning at a point which is 683.3 feet South and 100.7 feet East from the North Quarter corner of Section 27, Township 2 South Range 1 East, Salt Lake Base and Meridian, and running thence South 44°48'25" East 6.0 feet; thence South 45°11'35" West 46.0 feet; thence South 7°06'45" West 55.6 feet; thence South 44°48'25" East 46.0 feet; thence North 45°11'35" East 60.0 feet; thence South 44°48'25" East 90.0 feet; thence North 45°11'35" East 210.0 feet; thence North 44°48'25" West 180.0 feet; thence South 45°11'35" West 190.00 feet to the point of beginning.

Together with and subject to all of the rights, easements, privileges, benefits and restrictions which are provided for in that certain "Declaration of Restrictions and Reciprocal Easements" dated as of August 1, 1976, executed by Hillside Plaza Associates, a Utah Limited Partnership, affecting the tract of real property described above and a certain parcel located immediately to the Northeast of, and contiguous with, said tract, and recorded in the office of the County Recorder of Salt Lake County, Utah.

The above described property also known by the street address of:  
2334 EAST FORT UNION BLVD., SALT LAKE CITY, UTAH