

When Recorded Return to:
Rockwell Ridge Business Park, LLC
9314 South 370 West
Sandy, UT 84070

12711663
02/06/2018 02:26 PM \$0.00
Book - 10645 Pg - 60-66
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 629
RIVERTON UT 84065
BY: CRP, DEPUTY - WI 7 P.
PARCEL I.D.# 33-12-326-001
Assignor: South Valley Sewer District
Assignee: Rockwell Ridge Business Park, LLC
(Rockwell Ridge Business Park)
Page 1 of 7

ASSIGNMENT OF EASEMENT

THIS ASSIGNMENT OF EASEMENT is made as of the 2 day of ~~February~~, 2018, by and between South Valley Sewer District, a political subdivision of the state of Utah, hereinafter referred to as the "Assignor", and Rockwell Ridge Business Park, LLC, hereinafter referred to as the "Assignee."

WITNESSETH

WHEREAS, Assignor received an easement recorded as Entry No. 12697870, in Book 10638, Pages 6086-6088, in the records of the Salt Lake County Recorder, State of Utah; and

WHEREAS, the aforesaid easement granted Assignor a perpetual 10 foot wide sanitary sewer easement and Assignor now desires to assign all of its right, title and interest in and to said Easement to Assignee; and

WHEREAS, Assignee desires to acquire all of the Assignor's right, title and interest in and to the aforesaid Easement;

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. In the consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to the Assignee, all of Assignor's right, title and interest in and to the above described Easement, which easement is attached hereto as Exhibit "A" and by this reference is made a part hereof.

2. This Assignment includes all personal property, pipelines and related facilities located on or under the easement.

3. Assignee will duly keep, observe and perform all of the terms, conditions and provisions of the above described easement to be performed by the Grantee thereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Easement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

“ASSIGNOR”

SOUTH VALLEY SEWER DISTRICT

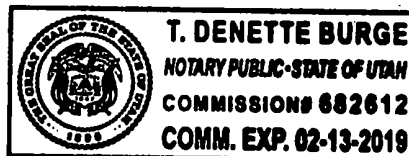
By: 
Craig L. White, General Manager

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

On the 5th day of February, 2018, personally appeared before me Craig L. White, who being by me duly sworn, did say that he is the General Manager of **SOUTH VALLEY SEWER DISTRICT**, a governmental entity, and that said instrument was signed in behalf of the District by authority of its Board of Trustees and acknowledged to me that the District executed the same.

My Commission Expires: 2-13-19
Residing in: Salt Lake County


NOTARY PUBLIC



"ASSIGNEE"

Rockwell Ridge Business Park, LLC

By Simple Holdings LLC as its registered agent

By: [Signature]

Its: CFO
Title

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 2 day of February, 20 , personally appeared before me
Scott Christopher Carlston who being by me duly sworn did say that (s)he is the
C.F.O. of Simple Holdings LLC, a limited liability company, who being
by me duly sworn did say that Simple Holdings LLC is the registered agent of Rockwell Ridge Business Park,
LLC and that the within and foregoing instrument was duly authorized by the limited liability company at a
lawful meeting held by authority of its operating agreement; and duly acknowledged to me that said limited
liability company executed the same.

My Commission Expires: 2-13-19

Residing in: Salt Lake County

T. Denette Burge
Notary Public

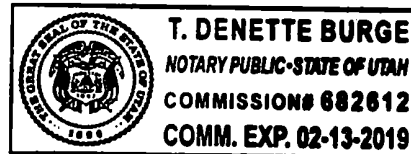


EXHIBIT A
Easement Document

When Recorded Return to:

South Valley Sewer District
PO Box 629
Riverton UT 84065

~~1/16/18 12697870~~

PARCEL NO.: 33-12-326-001
GRANTOR: Rockwell Ridge Business Park
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SEWER LATERAL EASEMENT

A 10 feet wide lateral easement located in the West Quarter of Section 12, Township 4 South, Range 1, Salt Lake Base and Meridian, U.S. Survey;

For the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTOR(S) hereby grant, convey, sell, and set over unto South Valley Sewer District hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer laterals, and other sewer collection and transmission structures and facilities, hereinafter called Facilities, insofar as they lie within the property of the GRANTOR(S), said right-of-way and easement, being situate in Salt Lake County, State of Utah, over and through a parcel(s) of the GRANTOR'S land lying within a strip 10 feet wide, said strip extending 5 feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

A SEWER LATERAL EASEMENT IN FAVOR OF LOT 5, ROCKWELL RIDGE BUSINESS PARK. BEGINNING AT A POINT NORTH 0°04'18" EAST 37.20 FEET FROM THE SOUTHWEST CORNER OF LOT 5 IN THE ROCKWELL RIDGE BUSINESS PARK. SAID POINT ALSO BEING SOUTH 89°55'42" EAST 1,60.47 FEET AND SOUTH 199.40 FEET FROM THE WEST QUARTER CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 89°55'42" WEST 5.46 FEET; THENCE SOUTH 16°15'49" WEST 75.56 FEET; THENCE SOUTH 61°15'49" WEST 20.83 FEET TO A POINT OF TERMINUS AT A SOUTH VALLEY SEWER DISTRICT SEWER MAIN EASEMENT.

Contains: 0.023 acres (approx. 101.85 l.f. / 1,019 s.f.)

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress in said GRANTEE, its officers, employees, representatives, agents, and assigns to enter upon the above described property with such equipment and vehicles as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said Facilities.

During construction periods, GRANTEE and its agents may use such portions of GRANTOR'S property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of said Facilities. The contractor performing the work shall restore all property through which the work traverses, to as near its original condition as is reasonably possible.

GRANTOR(S) shall have the right to use said premises except for the purpose for which this right-of-way and easement is granted to the said GRANTEE, provided such use shall not interfere with the Facilities or with the collection and conveyance of sewage through said Facilities, or any other rights granted to the GRANTEE hereunder.

GRANTOR(S) shall not build or construct or permit to be built or constructed over or across said right-of-way, any building or other improvements, nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR(S) and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

IN WITNESS WHEREOF, the GRANTOR(S) have executed their right-of-way and easement this 16th day of January, 2018.

GRANTOR(S)

By: [Signature]
: CFU

STATE OF UTAH)
)
)
COUNTY OF SALT LAKE)

On the 16 day of January, 2018, Scott Carlston
the signers of the above instrument, personally appeared before me and duly acknowledged to me they executed the same.

[Signature]
Notary Public

My Commission Expires: Sept 23 2020

Residing in: Salt Lake

