

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

12711664  
02/06/2018 02:26 PM \$0.00  
Book - 10645 Pg - 67-73  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
SOUTH VALLEY SEWER DISTRICT  
PO BOX 629  
RIVERTON UT 84065  
BY: CRP, DEPUTY - MI 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. 12697869, in Book 10638, Pages 6083-6085, 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.

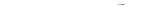
2. This Assignment includes all personal property, pipelines and related facilities located on or under the easement.

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**

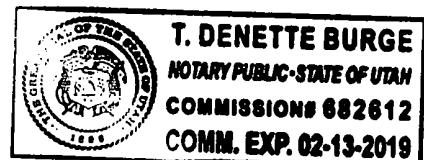
By:   
Craig L. White, General Manager

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

On the 5 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

T. Lenette Burge  
NOTARY PUBLIC



**“ASSIGNEE”**

Rockwell Ridge Business Park, LLC

By Simple Holdings LLC as its registered agent

By: SC

Its: CFO  
Title

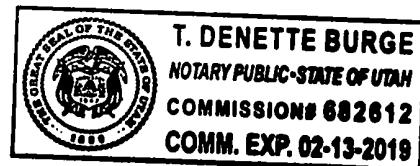
STATE OF UTAH )  
:ss  
COUNTY OF SALT LAKE )

On the 2 day of February, 2018, personally appeared before me  
Scott Christopher Carlton 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.

T. Denette Burge  
Notary Public

My Commission Expires: 2-13-19

Residing in: Salt Lake County



**EXHIBIT A**

**Easement Document**

When Recorded Return to:  
South Valley Sewer District  
Po Box 629  
Riverton UT 84065

~~1/16/88 Rec'd 12697869~~

PARCEL NO.: 33-12-326-001  
GRANTOR: Rockwell Ridge Business Park  
Page 1 of 3 Park

## 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 3, ROCKWELL RIDGE BUSINESS PARK. BEGINNING AT A POINT SOUTH 89°34'39" EAST 204.53 FEET AND NORTH 00°04'18" EAST 4.78 FEET FROM THE SOUTHWEST CORNER OF LOT 3 IN THE ROCKWELL RIDGE BUSINESS PARK. SAID POINT ALSO BEING SOUTH 89°55'42" EAST 1,597.67 FEET AND SOUTH 291.24 FEET FROM THE WEST QUARTER CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 44°36'07" EAST 68.34 FEET TO A POINT OF TERMINUS AT A SOUTH VALLEY SEWER DISTRICT SEWER MAIN EASEMENT.

Contains: 0.016 acres (approx. 68.34 l.f. / 686 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 16<sup>th</sup> day of January, 2018.

GRANTOR(S)

By: SB  
: CFO

STATE OF UTAH )  
:ss  
COUNTY OF SALT LAKE )

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

Dawn S

Notary Public

My Commission Expires: Sept 23 2020

Residing in: Salt Lake

