

ASSIGNMENT OF EASEMENT

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For ten dollars (\$10.00) and other good and valuable consideration, and pursuant to the terms of that certain Grant of Easement dated 28 October, 1997 and recorded 4 November, 1997 as Entry Number 6781704 in the Salt Lake County Recorder's Office ("the Original Easement"), SorTech, L.L.C. ("Assignor") hereby assigns, sells and transfers unto Kenneth N. Smith Development Corporation, a Utah corporation ("Assignee"), a non-exclusive drainage easement ("the Easement") over and across the following described property:

A 10.00' wide strip of land lying in the North Half of Section 17, Township 1 South, Range 1 West, Salt Lake Base & Meridian, Salt Lake County, Utah, being more particularly described as follows:

Beginning at the Southeast corner of Lot 19 of Sorenson Technology Park-Plat 1, as recorded in Book 96-4P of Plats at Page 132 in the Office of the Salt Lake County Recorder, which point is 1194.00 feet North 89° 52' 25" West along the Section line and 967.83 feet South 00° 07' 35" West from the Monument found marking a Northeast corner of said Section 17 and running thence North 89° 38' 07" West 1813.81 feet along the South line of said Sorenson Technology Park - Plat 1; thence South 03° 16' 27" East 10.02 feet; thence South 89° 38' 07" East 1818.47 feet to the West line of Gladiola Street and a point of non-tangency with an 852.00 foot radius curve to the right (radius point bears North 61° 10' 20" East); thence Northwesterly 11.41 feet along said line and the arc of said curve through a central angle of 00° 46' 03" to the point of beginning.

Assignee hereby accepts said assignment and agrees to assume and abide by the obligations and responsibilities created by the Original Easement, as well as those obligations specifically created by the Sorenson Technology Park, Plat 1 Declaration of Covenants, Conditions, and Restrictions. *

Said Original Easement and the Easement shall run with Lot 19 of Sorenson Technology Park, Plat 1, and the benefit and responsibility thereunder shall inure to the benefit of and be binding upon the owner of said Lot 19 and its heirs, assigns, and successors.

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Despite any language in Paragraph 4 of the original easement to the contrary, Grantee shall not have the obligation to construct the drainage swale, only to maintain, repair and improve with concrete runner.

