

Easements Page 1 of 9  
Gary Christensen Washington County Recorder  
07/13/2023 03:59:33 PM Fee \$40.00 By EAGLE  
GATE TITLE INSURANCE AGENCY, INC.

**Tax Parcel No.:**  
SG-5-3-17-1101

**Easement No.:**  
2438

**When Recorded Return To:**  
Clearstone, LLC  
Attn. Mike Wade  
2141 Parleys Terrace  
Salt Lake City, UT 84109

**Send Tax Notices To:**  
Clearstone, LLC  
Attn. Mike Wade  
2141 Parleys Terrace  
Salt Lake City, UT 84109

Assignment of Easement

99466  
This Assignment of Easement (the "**Assignment**") is executed on July 10<sup>th</sup> 2023 by and between (i) Kangaroo Storage, LLC, a Utah limited liability company (the "**Assignor**"); and (ii) Clearstone, LLC, a Utah limited liability company (the "**Assignee**") and is hereby approved and consented to by the state of Utah by and through the School and Institutional Trust Lands Administration (the "**State**") (Assignor and Assignee are each a "**Party**" to this Assignment and are collectively the "**Parties**" to this Assignment).

Recitals:

Whereas, Assignor is the owner of the approximately 4.753 acres of real estate commonly known to be located at 475 East Quality Dr., St. George, UT 84790 and is more particularly described in Exhibit A (the "**Property**");

Whereas, the State granted a a seventeen (17) foot wide drainage easement on the Property under Easement No. 2438 to Assignor on June 21, 2020 which is recorded as Document No. 20210043606 with the Washington County Recorder's Office and more particularly described in Exhibit B (the "**Easement**");

Whereas, the Assignor and Assignee executed a Purchase Agreement on April 7, 2023 for the sale of the Property; and

Whereas, in connection with the purchase and sale of the Property, the Assignor desires to assign the Easement to Assignee with the acknowledgement and consent of the State.

Now, Therefore, the Parties agree as follows:

Agreement:

- Confirmation of Recitals. Each of the foregoing statements is incorporated herein and is made a substantive part hereof.
- Assignment. Assignor hereby assigns, conveys, transfers and sets over to Assignee, all of Assignor's rights, title, and interest to the Easement, which is free and clear of liens, charges, obligations, duties, or any other encumbrance of any nature as of the Closing Date (defined below).
- Assumption. Assignee hereby assumes all rights and privileges, and agrees to perform, fulfill, and comply with all covenants, obligations, responsibilities, to be paid, performed, complied with, or fulfilled by Assignor under or in connection with the Easement as of the Closing Date.
- Fees. The State acknowledges that there no fee is due from either the Assignor or Assignee for this Assignment to be effective. In the event that any fee becomes due and payable in connection with this Assignment, Assignor shall be responsible for such payment and hereby agrees to indemnify and hold harmless Assignee for any and all such obligations.
- Consent. In accordance with Section 9 of the Easement, the State hereby grants its consent to Assignor's assignment of the Easement to Assignee.
- Contingency; Recording. The contents of this Assignment shall not constitute a binding agreement of the Parties and no agreement shall be deemed to exist among the Parties unless the Assignor and Assignee close on the sale of the Property. For purposes of this Assignment, the "Closing Date" shall be the date on which Assignor and Assignee close on the sale of the Property. This Assignment shall not be recorded until all closing conditions under the Purchase Agreement have been satisfied by all Parties and settlement thereunder has occurred. Assignor shall notify the State within 2 business days when the Closing Date occurs. If the Closing Date has not occur within 6 months from the date first written above, Assignor shall provide the State with a status update regarding the sale of the Property.
- Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the state of Utah without regard to the choice of law rules for that state, except to the extent that any such laws may now or hereafter be preempted by federal law. The Parties consent to the jurisdiction of any federal or state court within the state of Utah, submit to venue in such state, and also consent to service of process by any means authorized by federal law or the law of such state. This Assignment is intended to comply with Utah Admin. Code § 850-40-1600.
- Notices. If any Party is permitted or required to provide another with notice under this Assignment, such notice shall be delivered to the addresses identified below:

**School and Institutional Trust Lands Administration**  
Attn. Assistant Director – Planning and Development

1593 East Grapevine Crossing  
Washington, UT 84780  
Aaron Langston: aaronlangston@utah.gov

**Kanaroo Storage, LLC**  
Attn. Mark Francis  
741 Desert Bloom Court  
Washington, UT 8780

**Clearstone, LLC**  
Attn. Mike Wade  
2141 Parleys Terrace  
Salt Lake City, UT 84109

*with a copy to:*

Chase Larkin: [chase@vc2law.com](mailto:chase@vc2law.com)

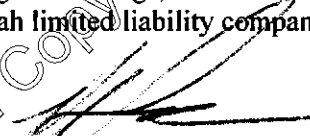
- Execution in Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same agreement.

*(signatures on following page)*

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment, to be binding and effective as of the Closing Date.

**ASSIGNOR:**

Kangaroo Storage, LLC  
a Utah limited liability company

By:   
Mark Francis, Authorized Representative

**ASSIGNEE:**

Clearstone, LLC  
a Utah limited liability company

By: \_\_\_\_\_  
Mike Wade, Authorized Representative

**ACKNOWLEDGEMENT AND CONSENT:**  
School and Institutional Trust Lands administration,  
Planning and Development Division

By:   
Kyle Pasley, Managing Director

*(notary acknowledgements on following page)*

In Witness Whereof, the Parties hereto have executed this Assignment, to be binding and effective as of the Closing Date.

**Assignor:**

Kangaroo Storage, LLC  
a Utah limited liability company

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

Mark Francis, Authorized Representative

**Assignee:**

Clearstone, LLC  
a Utah limited liability company

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

Mike Wade, Authorized Representative

**Acknowledgement and Consent:**

School and Institutional Trust Lands administration,  
Planning and Development Division

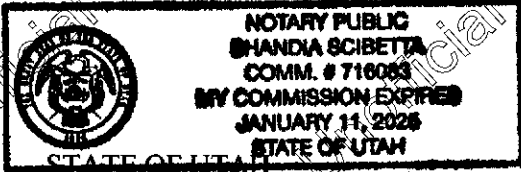
By: \_\_\_\_\_

Kyle Pasley, Managing Director

*(notary acknowledgements on following page)*

STATE OF UTAH )  
 ) ss.  
COUNTY OF Washington )

On this 29<sup>th</sup> day of June, 2023, before me personally appeared Kyle Pasley, whose identities were proven to me on the basis of satisfactory evidence to be the persons who he claim to be and who acknowledged that he signed the above/attached document on behalf of the State.



[Signature]  
Notary Public

STATE OF UTAH )  
 ) ss.  
COUNTY OF Washington )

On this 12<sup>th</sup> day of July, 2023, before me personally appeared Mark Francis, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and who acknowledged that he signed the above/attached document.



[Signature]  
Notary Public

STATE OF UTAH )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared Mike Wade, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and who acknowledged that he signed the above/attached document.

\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared Kyle Pasley, whose identities were proven to me on the basis of satisfactory evidence to be the persons who he claim to be and who acknowledged that he signed the above/attached document on behalf of the State.

\_\_\_\_\_  
Notary Public

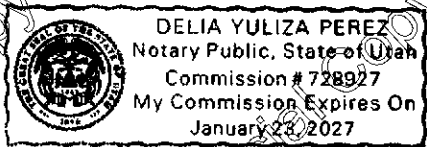
STATE OF UTAH )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared Mark Francis, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and who acknowledged that he signed the above/attached document.

\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 ) ss.  
COUNTY OF Utah )

On this 10<sup>th</sup> day of July, 2023, before me personally appeared Mike Wade, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and who acknowledged that he signed the above/attached document.



*[Signature]*  
\_\_\_\_\_  
Notary Public

**EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY**

**TOWNSHIP 43 SOUTH, RANGE 15 WEST, SLB&M WITHIN SECTION 19**

**BEGINNING AT A POINT NORTH 1°10'51" EAST 1543.62 FEET ALONG THE SECTION LINE AND NORTH 00° 00'00" WEST 1763.44 FEET FROM THE EAST 1/4 CORNER OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 50°51'53" WEST 341.94 FEET; THENCE NORTH 55°38'13" EAST 45.06 FEET; THENCE NORTH 43°57'59" EAST 653.25 FEET; THENCE SOUTH 45°07'03" EAST 275.51 FEET; THENCE SOUTH 39°08'07" WEST 666.54 FEET TO THE POINT OF BEGINNING. CONTAINING 4.753 ACRES**



**EXHIBIT B: LEGAL DESCRIPTION OF EASEMENT**

**DESCRIPTION OF A 17.0 FOOT WIDE DRAINAGE EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN**

**BEGINNING AT A POINT BEING SOUTH 01°10'51" WEST 606.64 FEET ALONG THE SECTION LINE AND NORTH 88°49'09" WEST 1353.11 FEET FROM THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, BEING MONUMENTED BY A 1988 WASHINGTON COUNTY ALUMINUM CAP AND RUNNING;**

**THENCE NORTH 45°07'03" WEST 275.51 FEET;**

**THENCE SOUTH 43°57'59" WEST 653.25 FEET;**

**THENCE SOUTH 55°38'13" WEST 45.06 FEET;**

**THENCE NORTH 50°51'53" WEST 17.73 FEET;**

**THENCE NORTH 55°38'13" EAST 48.36 FEET;**

**THENCE NORTH 43°57'59" EAST 668.79 FEET;**

**THENCE SOUTH 45°07'03" EAST 291.07 FEET;**

**THENCE SOUTH 39°08'07" WEST 17.09 FEET;**

**TO THE POINT OF BEGINNING**

**HAVING AN AREA OF 16847.3 SQUARE FEET, 0.387 ACRES**