

When Recorded Return to:
Mr. Craig L. White
South Valley Sewer District
P.O. Box 908
Draper, Utah 84020

12492671
03/10/2017 01:18 PM \$0.00
Book - 10536 Pg - 9645-9655
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 629
RIVERTON UT 84065
BY: SRP, DEPUTY - WI 11 P.

PARCEL I.D. # 27-24-401-007
OWNER: Miller Family Real Estate, LLC

ASSUMPTION OF RISK AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

RECITALS:

A. The undersigned, hereinafter referred to in this "Agreement" as "OWNER", owns real property located at approximately 11525 S 300 W, Draper Utah, which property is more particularly described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

B. OWNER has granted an easement to the South Valley Sewer District hereinafter referred to as the "District", over the Property and other real property, recorded as entry #12288439 in the office of the Salt County Recorder, for the purpose of operating and maintaining certain sewer facilities on the Property, attached hereto and by this reference made a part hereof as Exhibit "B".

C. OWNER has installed sewer lines on the Property in order to provide sewer service to the Property and nearby lots.

D. OWNER understands and acknowledges that a single test location on the sewer line located on the Property does not meet the minimum compaction standards required by the District in that a single compaction test results yielded a 95% modified proctor, which is less than 96% modified proctor.

E. For reasons sufficient to and for the convenience of the OWNER, and with a full understanding that a single compaction result of a portion of the sewer trench has not met the standard requirements of the District, the OWNER hereby request(s) permission to have the above-described Property connected to the District's sewer main and system.

AGREEMENT:

NOW, THEREFORE, in consideration of the sewer service to OWNER by the District as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agrees as follows:

1. OWNER hereby accepts and assumes all risk for the substandard sewer trench compaction located on OWNER's Property. OWNER assumes the risk of any damages and consequences to OWNER's improvements located over the trench on the Property, both expected and unexpected, that may result from the substandard sewer trench compaction without replacing or modifying the same to meet District standards.

2. OWNER hereby waives any and all claims, causes of action or demands for damages or other relief of whatsoever kind or nature which are based on subsidence or damage to OWNER's pavement surfaces located over the sewer line which registered a substandard compaction test result.

3. OWNER hereby acknowledges that no representation, fact or opinion has been made by the District or on its behalf to induce this assumption of risk and waiver with respect to the extent, nature and likelihood of damages or injuries or consequences that may be sustained by the OWNER from utilizing the substandard sewer trench on OWNER's property other than the District's representation that the sole purpose of this Agreement is to prevent the District from being responsible for subsidence which might occur in the area of the pavement surface located over the substandard area of the sewer trench. OWNER has determined that it is in OWNER's best interest not to replace or modify the sewer trench material. Nothing in this Agreement shall affect, reduce or modify District's responsibility to operate its facilities, which the District has already accepted and is currently operating, in accordance with law and industry practices.

4. OWNER hereby agrees hereafter to abide by and obey all of the rules and regulations of the District pertaining to the construction, maintenance and use of the District's sewer system.

5. OWNER hereby agrees to indemnify and hold the District and its officers, employees, agents, representatives, successors and assigns harmless from any and all claims, suits, damages, expenses and costs, including attorneys' fees, which may be incurred by the District or which may be asserted against the District by the OWNER or any third parties as a result of or arising out of any subsidence on the Property in the area of the substandard sewer trench.

6. OWNER agrees to the recording of this document in the office of the Salt Lake County Recorder, State of Utah. The recording of this Agreement by the District shall constitute the District's agreement and acknowledgment of its terms.

7. This Agreement shall be binding upon the parties hereto and their respective heirs, representatives, officers, employees, agents, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ___ day of March, 2017.

“OWNER”

Miller Family Real Estate LLC

By: Scott P. Bates

Its: President
Title

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On the 8 day of March, 2017, personally appeared before me, Scott P. Bates, who being by me duly sworn did say that (s)he is the President of Miller Family Real Estate LLC, a limited liability company, 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.

Brenda K. Hardy
Notary Public

My Commission Expires: 2-4-2018

Residing in: 9350 S. 150 E. Suite 1000

Sandy, UT 84070



"DISTRICT"

South Valley Sewer District

By: *[Signature]*

Its: _____
Title

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 9th day of March, 2017, personally appeared before me, Craig White who being by me duly sworn did say that (s)he is the District Manager of **South Valley Sewer District**, and that the within and foregoing instrument was duly authorized by the foregoing district.

T. Annette Burge
Notary Public

My Commission Expires: 2-13-19

Residing in: Salt Lake County

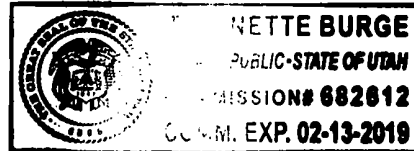


EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY BEING SERVED

LHM Lone Peak

Lot 1

A part of the South Half of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Draper City, Salt Lake County, Utah:

Beginning at a point on the South Line of 11400 South Street as widened located 61.32 feet South 0°21'11" West along the Quarter Section Line and 28.63 feet South 88°07'08" East from the Center of said Section 24; and running thence along said South Line the following six courses: South 88°07'08" East 21.37 feet; South 84°34'00" East 107.90 feet; Easterly along the arc of an 8061.25 foot radius curve to the left a distance of 157.62 feet (Center bears North 1°22'29" East, Central Angle equals 1°07'13" and Long Chord bears South 89°11'07" East 157.62 feet) to a point of tangency; South 89°44'44" East 209.92 feet; South 2°37'54" East 19.29 feet; and South 42°07'56" East 17.36 feet to the Westerly Line of Lone Peak Parkway as widened; thence along said Westerly Line the following two courses; South 5°22'00" East 492.30 feet; and South 3°42'42" East 128.02 feet; thence South 40°26'54" West 34.83 feet; thence South 10°04'33" East 27.47 feet to the Northwesterly Line of the Salt Lake and Jordan Canal; thence South 20°40'59" West 4.59 feet along said Northwesterly Line; thence South 84°36'30" West 45.84 feet; thence West 725.94 feet; thence North 272.19 feet; thence North 5°34'01" East 176.83 feet; thence North 84°25'29" West 335.51 feet to the Easterly Line of the railroad Right-of-Way as widened; thence North 5°34'00" East 262.96 feet along said Easterly Line to the Southerly Line of 11400 South Street as widened; thence along said Southerly Line the following six courses; South 88°07'18" East 168.90 feet; South 83°16'30" East 88.65 feet; South 87°49'04" East 198.68 feet; South 53°57'47" East 11.30 feet; South 89°46'25" East 35.97 feet; and North 52°51'49" East 23.36 feet to the Point of Beginning.

Contains 628,605 sq. ft or 14.431 acres

Exhibit "B"
Sewer Easement

12288439
05/27/2016 12:51 PM \$16.00
Book - 10435 Pg - 8807-8810
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ANDERSON MAHLEN & ASSOC
2010 N REDWOOD RD
SLC UT 84116
BY: CRA, DEPUTY - WI 4 P.

When Recorded Return to:
Mr. Craig L. White
South Valley Sewer District
P.O. Box 629
Riverton, UT 84065

PARCEL I.D.# 27-24-326-004, 27-24-326-005, 27-24-401-007
GRANTOR: Miller Family Real Estate LLC
(LHM at Lone Peak Parkway)
Page 1 of 4

EASEMENT

A twenty (20) foot wide sanitary sewer easement located in the South Half of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey.

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as GRANTORS hereby grant, convey, sell, and set over unto South Valley Sewer District, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called the FACILITIES, said right-of-way and easement, being situate in Salt Lake County, State of Utah, over and through a parcel(s) of the GRANTORS' land lying within a strip twenty (20) feet wide, said strip extending ten (10) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

Contains: 0.515 acres

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its officers, employees, agents and assigns to enter upon the above-described property with such equipment and vehicles as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction periods, GRANTEE and its contractors may use such portion of GRANTORS' property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the 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. GRANTORS shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the GRANTEE, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of sewage through the FACILITIES, or any other rights granted to the GRANTEE hereunder.

GRANTORS shall not build or construct, or permit to be built or constructed, any building or other improvement over or across this right-of-way and easement 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 GRANTORS and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement this 29 day of April, 2016.

~~Ent 12288439 BK 10435 PG 8807~~

GRANTOR(S)

Miller Family Real Estate LLC

By: *[Signature]*

Its: PRESIDENT
Title

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 29 day of April, 2016, personally appeared before me Scott Bates who being by me duly sworn did say that (s)he is the President of Miller Family Real Estate LLC, a limited liability company, 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.

Brenda K. Hardy
Notary Public

My Commission Expires: 2-4-2018

Residing in: Sandy, UT



Exhibit 'A'

**Miller Family 11400 South
Sewerline Easement**

February 12, 2016

A 20.0 foot wide Easement for Sanitary Sewerline being 10.0 feet each side of the following described centerline.

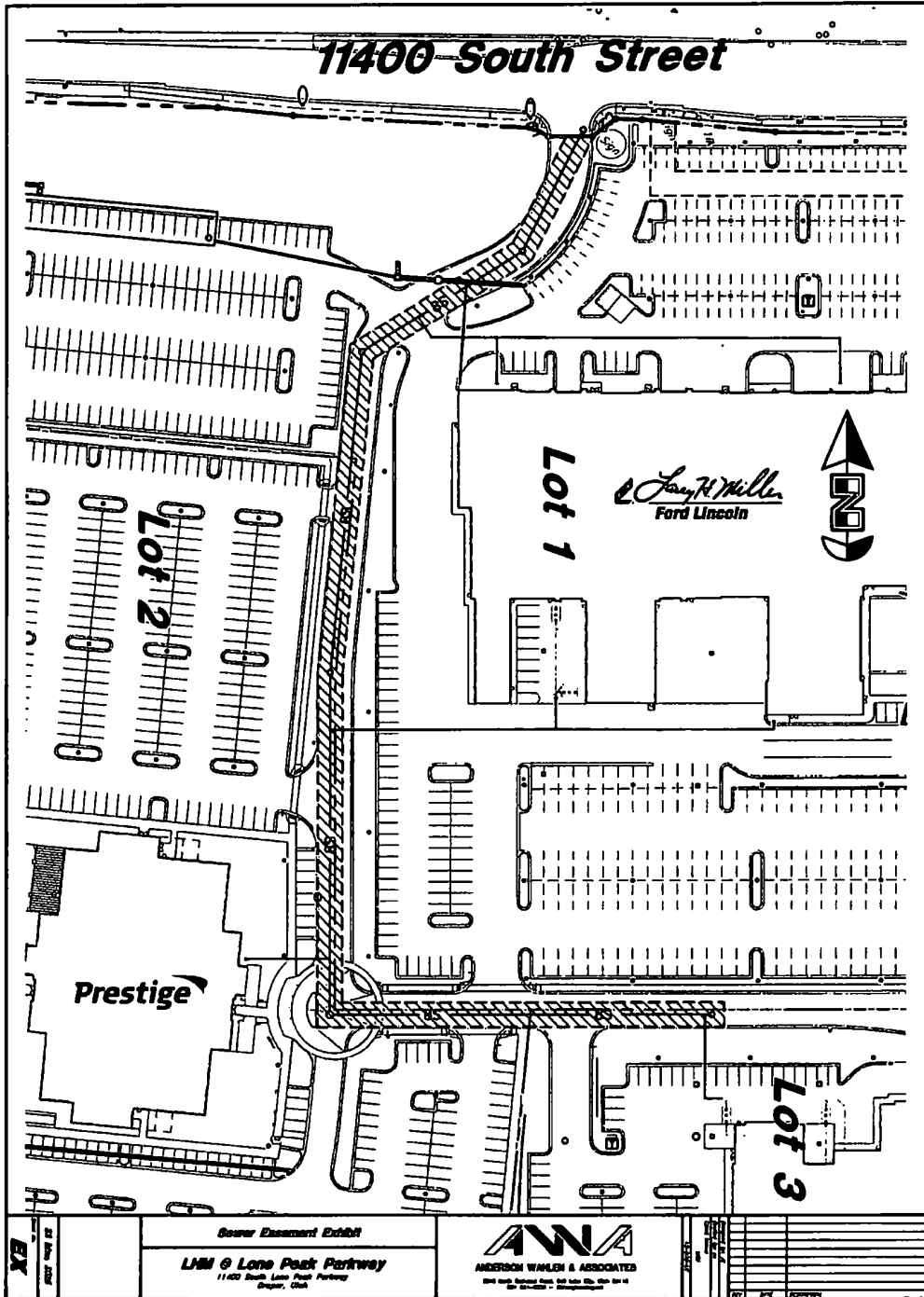
A part of the South Half of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the South Line of 11400 South Street as widened located 76.32 feet South 0°21'11" West along said Quarter Section Line from the Center of said Section 24; and running thence South 26°21'56" West 105.07 feet; thence South 57°51'41" West 154.45 feet; thence South 5°34'01" West 264.78 feet; thence South 276.39 feet; thence East 320.11 feet to the endpoint of this easement centerline.

Note:

The sidelines of the above described easement are to be lengthened or shortened to exactly match Grantor's property lines.

~~BK 10435 PG 8800~~



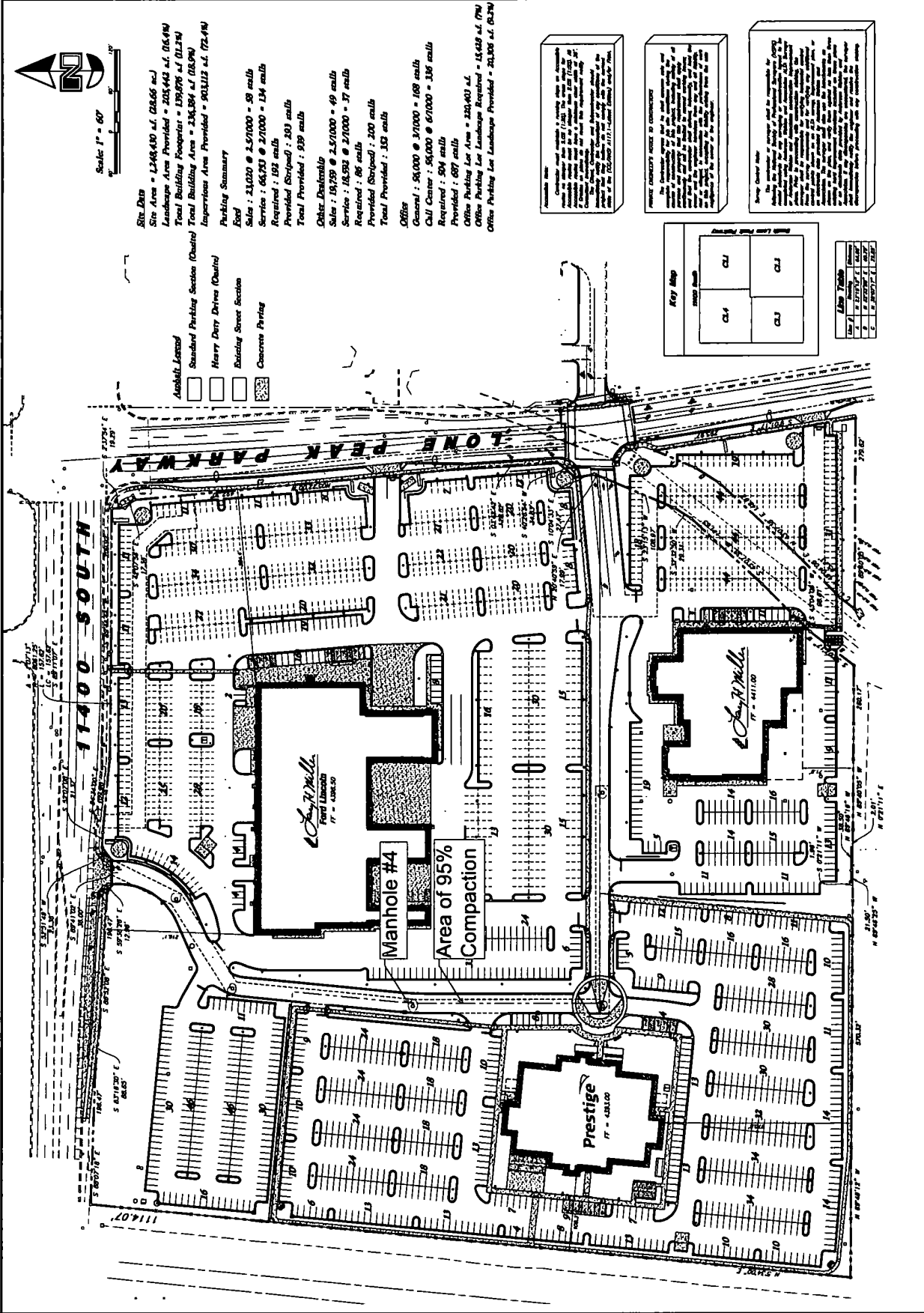
BK-10435 PG 8810

NO.	DATE	DESCRIPTION	BY	CHKD.
1	11/14/07	PRELIMINARY	AM	AM
2	11/14/07	REVISION	AM	AM
3	11/14/07	REVISION	AM	AM
4	11/14/07	REVISION	AM	AM
5	11/14/07	REVISION	AM	AM
6	11/14/07	REVISION	AM	AM
7	11/14/07	REVISION	AM	AM
8	11/14/07	REVISION	AM	AM
9	11/14/07	REVISION	AM	AM
10	11/14/07	REVISION	AM	AM
11	11/14/07	REVISION	AM	AM
12	11/14/07	REVISION	AM	AM
13	11/14/07	REVISION	AM	AM
14	11/14/07	REVISION	AM	AM
15	11/14/07	REVISION	AM	AM
16	11/14/07	REVISION	AM	AM
17	11/14/07	REVISION	AM	AM
18	11/14/07	REVISION	AM	AM
19	11/14/07	REVISION	AM	AM
20	11/14/07	REVISION	AM	AM

AM
AMERSON WAHLEN & ASSOCIATES
 2010 West Mountain Blvd, Suite 200, Salt Lake City, Utah 84119
 313-221-8279 • Fax: 313-221-8278

LHM @ Lone Peak Parkway
 11400 South Lone Peak Parkway
 Draper, Utah

C10
 01 Mar. 2010



Site Data
 Site Area = 1,248,450 s.f. (28.66 ac.)
 Landscape Area Provided = 228,442 s.f. (5.19 ac.)
 Total Building Footprint = 1,019,008 s.f. (23.28 ac.)
 Total Building Area = 1,346,584 s.f. (30.89 ac.)
 Impervious Area Provided = 903,112 s.f. (20.54 ac.)

Parking Summary

Food
 Sales : 21,020 @ 2.57/1000 = 59 stalls
 Services : 66,251 @ 27/1000 = 134 stalls
 Required : 193 stalls
 Provided (Shop): 203 stalls
 Total Provided : 203 stalls

Other Development
 Sales : 19,759 @ 2.57/1000 = 49 stalls
 Services : 18,592 @ 27/1000 = 37 stalls
 Required : 86 stalls
 Provided (Shop): 200 stalls
 Total Provided : 200 stalls

Other
 General : 56,000 @ 17/1000 = 169 stalls
 C/U Center : 50,000 @ 67/1000 = 136 stalls
 Required : 304 stalls
 Provided : 667 stalls

Other Parking Lot Landscape Required = 15,658 s.f. (0.36 ac.)
Other Parking Lot Landscape Provided = 24,260 s.f. (0.56 ac.)

- Asphalt Layout**
- Standard Parking Section (Chairs)
 - Heavy Duty Drives (Chairs)
 - Existing Street Section
 - Concrete Parking

PERMIT CHECKLIST CHECKED BY CONTRACTOR

The Contractor shall be responsible for obtaining all necessary permits from the appropriate agencies. The Contractor shall provide a copy of all permits to the City of Draper. The Contractor shall be responsible for maintaining all permits in good standing throughout the project. The Contractor shall be responsible for obtaining all necessary insurance coverage. The Contractor shall be responsible for obtaining all necessary bonding. The Contractor shall be responsible for obtaining all necessary licenses. The Contractor shall be responsible for obtaining all necessary approvals. The Contractor shall be responsible for obtaining all necessary clearances. The Contractor shall be responsible for obtaining all necessary consents. The Contractor shall be responsible for obtaining all necessary permissions. The Contractor shall be responsible for obtaining all necessary authorizations. The Contractor shall be responsible for obtaining all necessary approvals. The Contractor shall be responsible for obtaining all necessary clearances. The Contractor shall be responsible for obtaining all necessary consents. The Contractor shall be responsible for obtaining all necessary permissions. The Contractor shall be responsible for obtaining all necessary authorizations.

Key Map

CL1	CL2
CL3	CL4

Legend Table

1	ASPHALT DRIVE
2	ASPHALT DRIVE
3	ASPHALT DRIVE
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