

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

11555315  
01/14/2013 10:55 AM \$0.00  
Book - 10097 Pg - 4134-4146  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SOUTH VALLEY SEWER DISTRICT  
BY: CDC, DEPUTY - WI 13 P.

Affects Parcel No. 33-12-300-068  
33-12-300-069

Owner: Summit Academy  
High School

**ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT**

## ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS

### RECITALS:

A. The undersigned, hereinafter referred to as "Owner", owns that certain real property located in Salt Lake County, State of Utah, which is more particularly described in Exhibit A attached hereto and by this reference made a part hereof ("Owner's Property").

B. The South Valley Sewer District, hereinafter referred to as the "District", owns an Easement ("Easement") which traverses through Owner's Property. The Easement authorizes the District to construct, operate and maintain sewer lines and related facilities within the Easement area in accordance of the terms of the Easement.

C. The Grantor of the Easement represented to the District that the sewer line within the Easement would be installed in a roadway. Owner has now informed the District that Owner has relocated the roadway and that most of the sewer line will be located outside of a roadway and across Owner's sports fields and parking lots instead.

D. The Easement prohibits construction of any building or other improvement over or across the Easement or changing the contour thereof without the written consent of the District.

E. Owner desires to obtain the District's consent to construct or install certain improvements over the Easement area and is willing, in exchange for the consent, to assume the risks and indemnify the District as more particularly set forth herein.

### AGREEMENT

**NOW THEREFORE**, in consideration of the consent granted herein and sewer service to Owner by the District and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby agrees as follows:

1. The foregoing Recitals are by this reference incorporated herein.

2. Owner hereby accepts and assumes all risk of locating, operating and maintaining Owner's sports fields, spectator areas, parking lots and related facilities or uses on or adjacent to the Easement and the District's sewer line and related facilities located therein.

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 with respect to the extent, nature and likelihood of damages or injuries or consequences that may be sustained by the Owner from locating Owner's facilities and improvements on the Easement and locating such facilities in proximity to the District's sewer line and related facilities. Owner will, at Owner's cost, provide a drivable surface to each manhole for the use and access by the District's cleaning equipment and vehicles. No bleachers will be installed or located on the Easement area.

4. 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 District operation and maintenance of its sewer line within the Easement and/or the location and operation of the sewer line near the Owner's school, sports fields, parking lots and other improvements located on Owner's Property.

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

6. In consideration for Owner's agreements contained herein, the District hereby consents to Owner's construction of a sports field and parking lot over and across the Easement area.

IN WITNESS WHEREOF, the Owner has executed this instrument by and through its duly authorized representative as of the 28<sup>th</sup> day of February, 2011.

OWNER Summit Academy  
High School



## Exhibit 'A'

### NEW DESCRIPTIONS:

#### PARCEL 1, (New Configuration):

A parcel of land lying and situate in the Southwest Quarter of the Southwest Quarter of Section 12, Township 4 South, Range 1 East, Salt Lake Base and Meridian, Bluffdale City, Salt Lake County, Utah. Comprising the 4.00 acres, 174,243 sq. ft., 0.33 acres of that particular parcel of land described in that certain Correction Special Warranty Deed recorded as Entry 10552730, in Book 9655, at Page 4777 of the Salt Lake County Records, 0.03 acres of that particular parcel of land described in that certain Correction special Warranty Deed recorded as Entry 10552732, in Book 9655, at Page 4786 of said Records, and 3.64 acres of that particular parcel of land described in that certain Correction Special Warranty Deed recorded as Entry 10552731, in Book 9655, at Page 4781 of said Records. Basis of Bearing for subject parcel being North 00°08'07" East 2632.68 feet (measured) coincident with the west line of the Southwest Quarter of said Section 12. Subject parcel being more particularly described as follows:

Beginning at the Southwest Corner of said Section 12, thence North 00°08'07" East 787.49 feet coincident with said west quarter section line to a number 5 rebar and plastic cap stamped PLS 356548 and the TRUE POINT OF BEGINNING;

Thence North 00°08'07" East 417.43 feet coincident with said section line to a number 5 rebar and cap stamped PLS 356548;

Thence North 89°45'20" East 417.43 feet to a number 5 rebar and cap stamped PLS 356548;

Thence South 00°08'07" West 417.43 feet to a number 5 rebar and plastic cap stamped PLS 356548;

Thence South 89°45'20" West 417.43 feet to the point of beginning.

#### PARCEL 2, (New Configuration):

A parcel of land lying and situate in the Southwest Quarter of the Southwest Quarter of Section 12, Salt Lake Base and Meridian, Bluffdale City, Salt Lake County, Utah. Comprising 14.43 acres, 628,570 sq. ft., 8.90 acres of that particular parcel of land described in that certain Correction Special Warranty Deed recorded as Entry 10552730, in Book 9655, at Page 4777 of the Salt Lake County Records, 4.09 acres of that particular parcel of land described in that certain Correction special Warranty Deed recorded as Entry 10552731, in Book 9655, at Page 4786 of said Records of said Records, and 1.43 acres of that particular parcel of land described in that certain Corrective Special Warranty Deed recorded as Entry 10552732, in Book 9655, at Page 4786 of said Records. Basis of Bearing for subject parcel being North 00°08'07" East 2632.68 feet (measured) coincident with the west line of the Southwest Quarter of said Section 12. Subject parcel being more particularly described as follows:

Beginning at the Southwest Corner of said Section 12, thence North 00°08'07" East 787.49 feet coincident with said west quarter section line to a number 5 rebar and plastic cap stamped PLS 356548;

Thence North 89°45'20" East 417.43 feet to a number 5 rebar and cap stamped PLS 356548;

Thence North 00°08'07" East 417.43 feet to a number 5 rebar and cap stamped PLS 356548;

Thence North 89°45'20" East 595.58 feet to a number 5 rebar and cap stamped PLS 356548 and a point on the arc of an 1185.00 foot radius curve to the left (center bears South 46°41'40" East);

Thence southwesterly 285.82 feet along the arc of said curve through a central angle of 13°49'10" to a number 5 rebar and cap stamped PLS 356548 and a point of compound curvature;

Thence southwesterly 1080.30 feet along the arc of a 6156.00 foot radius curve to the left (center bears South 60°30'50" East) through a central angle of 10°03'17" to a number 5 rebar and cap stamped PLS 356548 and a point on the south line of said Section 12;

Thence North 89°39'39" West 399.96 feet coincident with said section line to the point of beginning.

EXHIBIT B  
DISTRICT'S SEWER EASEMENT

~~10537420~~

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

~~10537420  
10X08/2008 02:10 PM \$0.00  
Book - 9649 Pg - 6173-6176  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SOUTH VALLEY SEWER DISTRICT  
PO BOX 908  
DRAPER UT 84020  
BY: ZJM, DEPUTY - WI 4 P.~~

PARCEL I.D.# 33-12-300-047, 33-12-300-051,  
33-12-300-052, 33-12-300-054  
GRANTOR: Porters Point LLC  
(Independence Outfall)  
Page 1 of 4

## EASEMENT

A twenty (20) foot wide sanitary sewer easement located in the Southwest Quarter of Section 12, Township 4 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: 0.800 acres (approx. 1749.77 l.f.)

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.

23 IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement this day of SEPTEMBER, 2008.

<u>County Parcel No.</u>	<u>Acreage</u>	<u>GRANTOR(S)</u>
33-12-300-047	0.80 acres	
33-12-300-051	(approx. 1749.77 l.f.)	
33-12-300-052		
33-12-300-054		

By: *[Signature]* Porters Point, LLC  
 Its: MANAGER  
 Title

STATE OF UTAH )  
 ) :ss  
 COUNTY OF SALT LAKE )

On the 23 day of Sept, 2008, personally appeared before me mark Shea who being by me duly sworn did say that (s)he is the MANAGER of Porters Point 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.

*[Signature]*  
 Notary Public

My Commission Expires: 1-17-2011  
 Residing in: Salt Lake

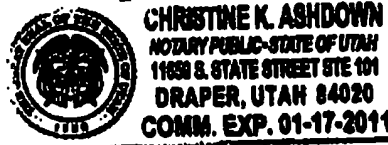




Exhibit "A"

**Parcel No. 33-12-300-054, Book 9432, Page 1585**

**Parcel No. 33-12-300-052, Book 9213, Page 1170**

**Parcel No. 33-12-300-041, Book 9432, Page 1585**

**Parcel No. 33-12-300-047, Book 9040, Page 6925**

**Grantor's Name: Artemus Investments, LLC, a Utah Limited Liability Company  
Byron Investments, LLC, a Utah Limited Liability Company**

**Offsite Sewer Easement through Independence Phase 1  
Bluffdale Heights Commercial Park**

A twenty-foot-wide strip of land lying and situated in the Southwest Quarter of Section 12 and Northwest Corner of Section 13, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Bluffdale City, Salt Lake County, Utah, the centerline of which is more particularly described as:

Commencing at the Southwest Corner of said Section 12, thence 2,601.37 feet North 00°08'07" East along the West Section Line of said Section 12, and 1237.60 feet South 89°51'53" East to the TRUE POINT OF BEGINNING, running thence South 34°13' 15" East 39.92 feet; Thence South 11°48'06" East 167.82 feet; Thence South 23°22'29" West 132.69 feet; Thence South 42°54'18" West 102.40 feet; Thence South 59°17'17" West 110.78 feet; Thence South 81°13'06" West 302.72 feet; Thence South 61°24'08" West 137.00 feet; South 36°43'48" West 333.12 feet; Thence South 34°04'56" West 273.10 feet; Thence South 34°04'53" West 150.22 feet to a Point of Terminus.

Contains 1749.77 lineal feet. 34,995 sq. ft. or 0.80 ac. more or less.

West Quarter Corner Section 12,  
Township 4 South, Range 1 West,  
Salt Lake Base and Meridian.  
Found Salt Lake County Brass Cap Well Monument.

11 12  
11 12

BOUNDARY LINE  
P.O.B.

S 89°51'53" E 1237.60'

S 34°13'15" E 39.92'

S 11°48'06" E 167.82'

S 23°22'29" W 132.69'

S 42°54'18" W 102.40'

S 59°17'17" W 110.78'

S 81°13'06" W 302.72'

S 61°24'08" W 137.00'

S 36°43'48" W 333.12'

20' SEWER EASEMENT

S 34°04'56" W 273.10'

S 34°04'53" W 150.22'

BOUNDARY LINE  
P.O.T.

Southwest Corner Section 12,  
Township 4 South, Range 1 West,  
Salt Lake Base and Meridian.  
Found Salt Lake County Brass Cap Monument.

South Quarter Corner Section 12,  
Township 4 South, Range 1 West,  
Salt Lake Base and Meridian.  
Not Found.  
Position determined from prior surveys.

11 12  
14 13

N 89°39'47" W 2663.14' (from previous measurements)

12 12  
13 13

**BLUE STAKES**  
COR. TOLL FREE  
1-800  
862-4111  
THE WORKING DAYS BEFORE YOU DO



**THE ARPEN ENGINEERING GROUP**  
2285 South Main Street, Suite H  
Salt Lake City, Utah 84115  
Ph.(801) 974-0883 Fax (801) 974-0871

DRAWN BY  
TDM  
CHECKED BY  
TDM  
DESIGNED BY  
SL  
DATE  
6-2-08

**CONSTRUCTION DRAWINGS**  
**SEWER EASEMENTS**  
**SOUTH VALLEY SEWER DISTRICT**  
**BLUFFDALE HEIGHTS COMMERCIAL PARK**

SHEET NO.  
2 of 2

~~10537421~~

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

~~10537421~~  
10/08/2008 02:18 PM \$0.00  
Book 9649 Pg - 6177-6179  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SOUTH VALLEY SEWER DISTRICT  
PO BOX 908  
DRAPER UT 84020  
BY: ZJM, DEPUTY - WI S.P.

PARCEL I.D.# 33-12-300-047, 33-13-100-027  
GRANTOR: Porter's Point LLC  
(Bluffdale Heights Commercial Park Outfall)  
Page 1 of 4

## EASEMENT

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Commencing at the Southwest Corner of said Section 12, thence 1,418.92 feet North 00°08'07" East along the West Section Line of said Section 12, and 223.67 feet South 89°51'53" East to the TRUE POINT OF COMMENCEMENT, running thence South 33°33'51" West 196.74 feet; Thence South 20°13'21" West 109.54 feet; Thence South 07°34'23" West 109.25 feet; Thence South 00°04'23" West 185.23 feet; Thence South 00°16'57" East 239.07 feet; Thence South 00°17'01" East 395.89 feet; Thence South 00°16'43" East 349.99 feet; Thence South 04°37'30" West 96.40 feet; Thence South 18°04'24" West 205.85 feet; Thence South 34°13'00" West 97.84 feet; Thence South 52°08'00" East 321.34 feet to the Point of Terminus.

Contains: 1.059 acres (approx. 2307.14 l.f.)

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.

29 IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement this day of SEPTEMBER, 2008.

<u>County Parcel No.</u>	<u>Acreage</u>	<u>GRANTOR(S)</u>
33-12-300-047	1.059 acres	
33-13-100-027	(approx. 2307.14 l.f.)	

By: Porter's Point LLC

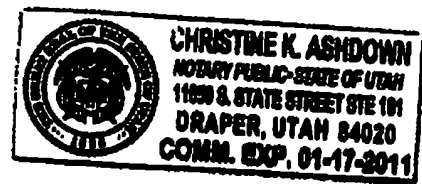
Its: manager  
Title

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

On the 29 day of Sept, 2008, personally appeared before me Mark Steen who being by me duly sworn did say that (s)he is the Manager of Porter's Point 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.

Christine K. Ashdown  
Notary Public

My Commission Expires: 1-17-2011  
Residing in: Salt Lake



West Quarter Corner Section 12,  
Township 4 South, Range 1 West,  
Salt Lake Base and Meridian.  
Found Salt Lake County Brass Cap Well Monument.

11 12  
11 12

S00°08'07"W 2632.68'  
BASIS OF BEARING

N 00°08'07" E 1418.92'

S 89°51'53" E 223.67'

P.O.B.

SSMH #11  
INDEPENDENCE AT BLUFFDALE  
PHASE 1

S33°33'51"W  
196.74'  
S20°13'21"W  
109.54'  
S07°34'23"W  
109.25'  
S00°04'23"W  
185.23'

20' SEWER EASEMENT

S00°16'57"E  
239.07'

S00°17'01"E  
395.89'

S00°16'43"E  
349.99'

S04°37'30"W  
96.40'

S18°04'24"W  
205.85'

S34°13'00"W  
97.84'

S52°08'00"E  
321.34'

P.O.T.

BOUNDARY LINE

Southwest Corner Section 12,  
Township 4 South, Range 1 West,  
Salt Lake Base and Meridian.  
Found Salt Lake County Brass Cap Monument.

South Quarter Corner Section 12,  
Township 4 South, Range 1 West,  
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Position determined from prior surveys.

11 12  
14 13

N89°39'47"W 2663.14' (from previous measurements)

12 12  
13 13

**BLUE STAKES**  
Call TOLL FREE  
1-800  
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NO WORKING DAYS BEFORE YOU GO



**THE ARPEN ENGINEERING GROUP**  
2285 South Main Street, Suite H  
Salt Lake City, Utah 84115  
Ph.(801) 974-0883 Fax (801) 974-0871

Drawn by:	ITM
Checked by:	ITM
Checked by:	SI
Date:	4-4-08

**CONSTRUCTION DRAWINGS**  
**SEWER EASEMENTS**  
**SOUTH VALLEY SEWER DISTRICT**  
**BLUFFDALE HEIGHTS COMMERCIAL PARK**

Sheet No.	1
Total Sheets	1