

WHEN RECORDED RETURN TO:

D.R. Horton, Inc.

12351 S. Gateway Park Plaza #D-100
Draper, UT 84020
Attn: Boyd Martin

12453779
1/13/2017 8:56:00 AM \$20.00
Book - 10520 Pg - 3777-3782
Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 6 P.

**PARTIAL ASSIGNMENT OF STORM DRAIN LINE AND RETENTION BASIN
EASEMENT AGREEMENT**

Master Development Retention Basin

(Tax Parcel No. 26-25-400-066)

This *Partial Assignment of Storm Drain Line and Retention Basin Easement Agreement- Master Development Retention Basin* (“Assignment”) is made effective as of the date set forth on the signature page below by and between MILLER CROSSING, LLC, a Utah limited liability company (“Miller Crossing”), as assignor, and D.R. HORTON, INC., a Delaware corporation (“D.R. Horton”), as assignee.

RECITALS

A. Miller Crossing is a Grantee under that certain *Storm Drain Line and Retention Basin Easement Agreement- Master Development Retention Basin* (“Easement Agreement”) recorded in the real property records of Salt Lake County as Entry No. 12449215, Book 10518, Page 3525. The burdened property under the Easement Agreement is identified as Tax Parcel No. 26-25-400-066.

B. The Easement Agreement identifies certain parcels of real property owned by Miller Crossing, referred to as the “Development Parcel.” The Easements granted under the Easement Agreement (as defined therein) are for the use and benefit of “the owner of the Development Parcel, and its successors and assigns as owners of all or any portion of Development Parcel.” On even date herewith, D.R. Horton shall acquire a portion of the Development Parcel and shall be entitled to the use and benefit of the Easements. Miller Crossing desires to assign the rights held pursuant to the Easement Agreement to D.R. Horton, as owner of a portion of the Development Parcel, and also reserve the same rights under the Easement Agreement for the continued use and benefit of the remainder of the Development Parcel, under the terms and conditions herein.

C. The Easement Agreement identifies certain obligations of the Grantor with respect to the construction and installation of the Storm Drain Line and Retention Basin Improvements, as defined therein. Miller Crossing desires to assume the responsibilities of the Grantor in the Easement Agreement, as set forth herein.

D. D.R. Horton desires to accept the rights and obligations assigned herein, and to be bound by the terms and conditions of this Assignment.

ASSIGNMENT

Now therefore, for valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Miller Crossing and D.R. Horton do hereby agree as follows:

1. Partial Assignment. Miller Crossing does hereby assign, grant, transfer and convey to D.R. Horton, as owner of a portion of the Development Parcel, without warranty, the same right, title and interest held by Miller Crossing in and to the Easement Agreement and the following Easements, subject to Miller Crossing, as owner of the remainder of the Development Parcel, reserving all right, title and interest in the same:

a. Storm Drain Line Easement Area. The Storm Drain Line Easement Area upon, under and across which the Storm Drain Line Easement shall be constructed, operated, repaired and maintained, as identified in the Easement Agreement as the Storm Drain Line Easement Area, and further described on Exhibit A hereto.

b. Retention Basin Easement Area. The Retention Basin Easement Area upon, under and across which the Retention Basin shall be constructed, operated, repaired and maintained, as identified in the Easement Agreement as the Retention Basin Easement Area, and further described on Exhibit B hereto.

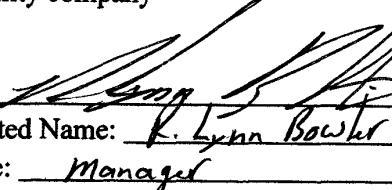
2. Assumption. Effective as of the date set forth below, D.R. Horton does hereby assume the rights identified in Section 1, above, subject to the terms, conditions, limitations, and restrictions set forth in the Easement Agreement. Miller Crossing agrees to accept and assume the responsibilities of Grantor under the Easement Agreement with respect to the construction, operation, repair and maintenance of the Storm Drain Line Easement and Retention Basin Easement.

3. Successors. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

4. Enforcement. The parties consent to the jurisdiction of the courts in and for Salt Lake County, Utah, for any action to interpret or enforce the terms of this Assignment. In the event of such an action, the prevailing party shall be entitled to an award of reasonable attorney fees.

The foregoing Assignment of Storm Drain Line and Retention Basin Easement Agreement-Master Development Retention Basin was executed by Miller Crossing and D.R. Horton effective the 11 day of January, 2017.

MILLER CROSSING, LLC, a Utah limited liability company

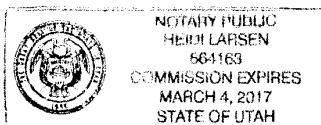
By: 
Printed Name: R. Lynn Bauer
Title: Manager

STATE OF UTAH)

: ss.

COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 12 day of January, 2017, by Randy Lynn Bauer, in his/her capacity as Manager of Miller Crossing, LLC, a Utah limited liability company.



Notary Public: Heidi Larsen

D.R. HORTON, a Delaware corporation

By: _____
Printed Name: _____
Title: _____

STATE OF UTAH)

: ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, in his/her capacity as _____ of D.R. Horton, a Delaware corporation.

Notary Public: _____

The foregoing Assignment of Storm Drain Line and Retention Basin Easement Agreement-Master Development Retention Basin was executed by Miller Crossing and D.R. Horton effective the 11 day of January, 2017.

MILLER CROSSING, LLC, a Utah limited liability company

By: _____

Printed Name:

Title:

STATE OF UTAH)

188.

COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, in his/her capacity as _____ of Miller Crossing, LLC, a Utah limited liability company.

Notary Public: _____

D.R. HORTON, a Delaware corporation

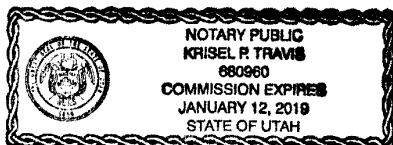
By: Jonathan S. Thornley
Printed Name: Jonathan S. Thornley
Title: Division CFO

STATE OF UTAH)

: SS.

COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 11 day of January, 2017, by Jonathan S. Thompson, in his/her capacity as CFD of D.R Horton, a Delaware corporation.



Notary Public: Debt Orange

Exhibit A
Legal Description- Storm Drain Line Easement Area

That certain parcel of real property located in Salt Lake County, State of Utah, more particularly described as follows:

Beginning at a point being South 89°52'58" East 698.77 feet along the section line and North 1,356.39 feet from the South Quarter Comer of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence Northwesterly 20.00 feet along the arc of a 1,447.00 foot radius curve to the left (center bears South 52°42'49" West and the chord bears North 37°40'56" West 20.00 feet with a central angle of 00°47'31 ");

thence North 52°29'44" East 162.77 feet;
thence South 37°38'01" East 20.00 feet;
thence South 52°29'44" West 162.76 feet to the point of beginning.

Contains 3,255 Square Feet or 0.075 Acres

Exhibit B
Legal Description- Retention Basin Easement Area

That certain parcel of real property located in Salt Lake County, State of Utah, more particularly described as follows:

Beginning at a point being South 89°52'58" East 886.55 feet along the section line and North 1,379.78 feet from the South Quarter Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 37°38'01" West 241.02 feet;
thence Northeasterly 61.22 feet along the arc of a 40.00
foot radius curve to the right (center bears North 52°21'59" East
and the chord bears North 06°12'37" East 55.42 feet with a central
angle of 87°41'16");

thence North 50°03'15" East 125.85 feet;
thence Southeasterly 63.33 feet along the arc of a 40.00
foot radius curve to the right (center bears South 39°56'45" East
and the chord bears South 84°35'21" East 56.92 feet with a central
angle of 90°42'48");

thence South 39°13'57" East 180.94 feet;
thence South 29°46'30" East 76.53 feet;
thence Southwesterly 58.67 feet along the arc of a 40.00
foot radius curve to the right (center bears South 60°13'30" West
and the chord bears South 12°14'38" West 53.55 feet with a central
angle of 84°02' 17");

thence South-54°15'47" West 120.76 feet;
thence Northwesterly 61.51 feet along the arc of a 40.00
foot radius curve to the right (center bears North 35°44'13" West
and the chord bears North 81°41'07" West 55.62 feet with a central
angle of 88°06'12") to the point of beginning.

Contains 65,892 Square Feet or 1.513 Acres