

WHEN RECORDED RETURN TO:

D.R. Horton, Inc.

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

12453780
1/13/2017 8:56:00 AM \$20.00
Book - 10520 Pg - 3783-3788
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**

Phase 2 Retention Basin

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

This *Partial Assignment of Storm Drain Line and Retention Basin Easement Agreement- Phase 2 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- Phase 2 Retention Basin* (“Easement Agreement”) recorded in the real property records of Salt Lake County as Entry No. 12449216, Book 10518, Page 3544.

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 Grantee with respect to the construction and installation of the Storm Drain Line and Retention Basin Improvements, as defined therein. D.R. Horton desires to assume the responsibilities of the Grantee in the Easement, 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.

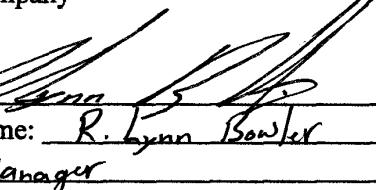
2. Assumption. Effective as of the date set forth below, D.R. Horton does hereby assume the rights identified in Section 1, above, subject to the terms, conditions, limitations, and restrictions set forth in the Easement Agreement. D.R. Horton further agrees to accept and assume the responsibilities of Grantee 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.

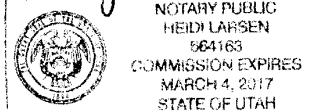
The foregoing Assignment of Storm Drain Line and Retention Basin Easement Agreement-Master Development Retention Basin was executed by Miller Crossing and D.R. Horton effective the 12 day of January, 2017.

MILLER CROSSING, LLC, a Utah limited liability company

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

STATE OF UTAH)
: ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 12 day of January, 20 17, by Randy Lynn Bowler, 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)
: ss.
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: _____
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. Thornley, in his/her capacity as CFO of D.R. Horton, a Delaware corporation.

Notary Public:

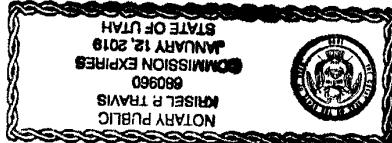


Exhibit A
Legal Description- Storm Drain Line Easement Area

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 560.66 feet along the section line and North 1,240.95 feet from the South Quarter Comer of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 36°55'35" West 26.49 feet;
thence North 53°04'25" East 20.00 feet;
thence South 36°55'35" East 27.10 feet;
thence South 55°19'12" West 16.72 feet;
thence Southwesterly 3.30 feet along the arc of a 30.00 foot radius curve to the left (center bears South 34°40'48" East and the chord bears South 52°10'08" West 3.30 feet with a central angle of 06°18'08") to the point of beginning.

Contains 534 Square Feet or 0.012 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 620.53 feet along the section line and North 1,114.35 feet from the South Quarter Comer of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 36°43'02" West 107.46 feet;
thence Northeasterly 48.19 feet along the arc of a 30.00
foot radius curve to the right (center bears North 53°16'58" East
and the chord bears North 09°18'05" East 43.17 feet with a central
angle of 92°02'15");

thence North 55°19'12" East 114.52 feet;
thence Southeasterly 37.91 feet along the arc of a 25.00
foot radius curve to the right (center bears South 34°40'48" East
and the chord bears South 81°14'18" East 34.38 feet with a central
angle of 86°52'58");

thence South 37°47'49" East 104.13 feet;
thence Southwesterly 37.75 feet along the arc of a 25.00
foot radius curve to the right (center bears South 52°12'11" West
and the chord bears South 05°27'51" West 34.27 feet with a central
angle of 86°31'20");

thence South 48°43'31" West 116.56 feet;
thence Northwesterly 49.51 feet along the arc of a 30.00
foot radius curve to the right (center bears North 41°16'29" West
and the chord bears North 83°59'46" West 44.08 feet with a central
angle of 94°33'27") to the point of beginning.

Contains 26,824 Square Feet or 0.616 Acres