

9/13/01
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RETURNED

JUN - 2001

JUN - 6 2001

ASSUMPTION OF RISK AND
COVENANT TO HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

E 1666408 8 2823 P 84
SHERYL L. WHITE, DAVIS CNTY RECORDER
2001 JUN 7 8:56 AM FEE 34.00 DEP MT
REC'D FOR CENTERVILLE CITY

RECITALS

A. Mountain America Credit Union, a Utah corporation, hereinafter "Developer," has applied for Site Plan approval from Centerville City, a Utah municipal corporation to develop and construct a commercial building on Lot 5 within the Centerville Marketplace Planned Commercial Center (hereinafter the "Project"). 62-161-0005

B. Developer proposes and desires to design and install a subdrain system for the purpose of de-watering the area in and around the development site for the Project as more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter the "Subdrain System").

C. Developer is willing to indemnify and hold the City harmless for any risk associated with design, construction and maintenance of the Subdrain System for the Project.

NOW, THEREFORE, in consideration of the City's agreement to grant Site Plan approval for the Project and the Subdrain System, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer hereby agrees as follows:

4. Developer and its successors and assigns hereby assume all risks associated with or which may result from design, construction and maintenance of the Subdrain System in connection with the development of the Project. The Developer and its successors and assigns hereby assume the risk of any damages and consequences, both expected and unexpected, that may result from said design, construction and maintenance of the Subdrain System.

5. Developer hereby waives and releases any and all claims, causes of action or demands for damages or other relief of whatsoever kind or nature which Developer may hereafter have or claim against Centerville City arising out of the design, construction and maintenance of the Subdrain System.

6. Developer hereby acknowledges that no representations of fact or opinion have been made by the City or on the City's behalf to induce this assumption of risk, waiver and release with respect to the extent, nature and likelihood of damages or injuries or consequences to Developer or any other person or entity. Developer has independently, and without any input or inducement from the City, determined that it is in its best interest to design, construct and maintain the Subdrain System in connection with the development of the Project.

7. Developer expressly acknowledges that nothing contained herein shall require the City to approve the Site Plan for the Subdrain System and/or the Project, or any portion thereof, until and unless such construction and development complies in all respects with the City's ordinances and other requirements relative to the Project.

8. Developer hereby agrees to indemnify and hold the City and its officers, employees, agents, representatives, successors and assigns harmless from any and all claims, suits, damages, expenses and costs, including attorney's fees, which may be incurred by the City or which may be asserted against the City by the Developer or its successors in interest, or any third parties, as a result of or arising out of the design, construction and maintenance of the Subdrain System.

9. This Agreement shall be binding upon the Developer and its respective heirs, representatives, officers, employees, agents, successors and assigns. This Agreement is intended and shall constitute a covenant which shall run with the land and shall be recorded in the office of the Davis County Recorder.

IN WITNESS WHEREOF, Developer has executed this instrument this 1st day of June, 2001.

MOUNTAIN AMERICA CREDIT UNION

By: Mark A. [Signature]
Its: Director of Facilities.

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

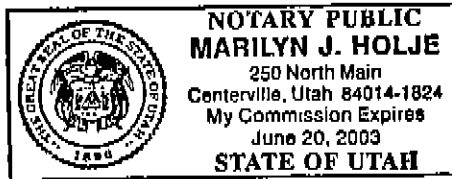
On the 15th day of June, 2001, personally appeared before me Mark Eger who being by me duly sworn did say that she/he is the Director of Facilities of Mountain America Credit Union and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and he acknowledged to me that said corporation executed the same.

Marilyn J. Holge
Notary Public
Residing at:

My Commission Expires:

6-20-2003

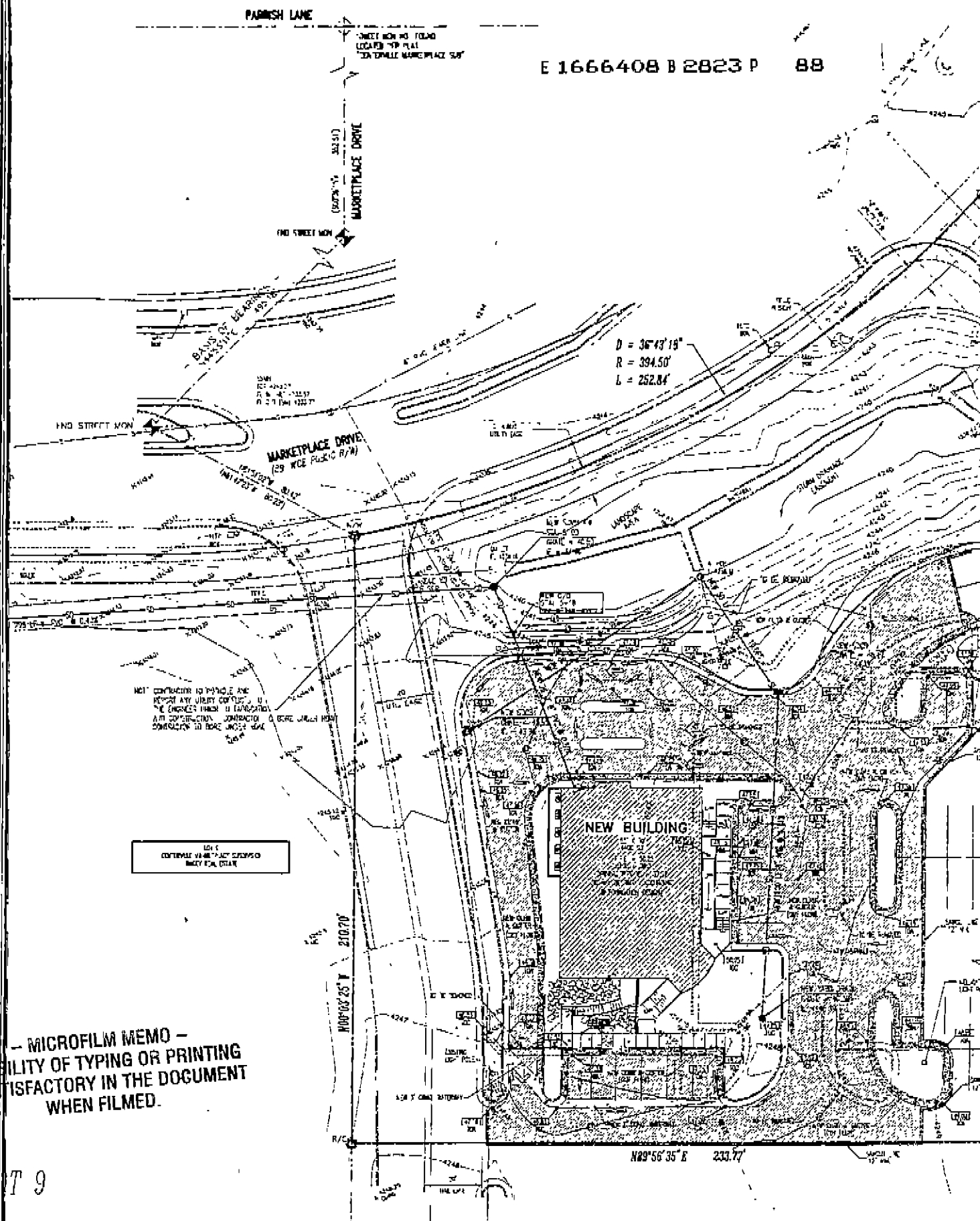
Centerville OT



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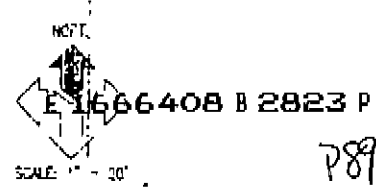
EXHIBIT "A"
SUBDRAIN SYSTEM

E 1666408 B 2823 P 88



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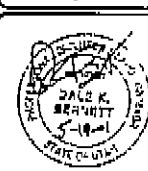
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4483 S.W. 10th St., Suite 200, Fort Lauderdale, FL 33309
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E-MAIL: info@mcneileng.com
WWW: www.mcneileng.com



MOUNTAIN AMERICA CREDIT UNION
206 NORTH MARKETPLACE DRIVE CENTREVILLE, UT

GRADING AND DRAINAGE PLAN

REVISIONS	
REV# DATE	DESCRIPTION
1 01/01/01	ISSUED FOR R&D WORK
DATE:	01/27/01
DRAWN BY:	ECM
CHECKED BY:	CMH
WARRANTY BY:	OTHERS
CHECKED BY:	DWG
SCALE:	1" = 20"
COMP. LABEL:	200125.DWG
JOB NO: 200625	
SHEET NUMBER C11	

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PARKISH LANE

E 1666408 B 2823 P 90

3RD STREET MON

3RD STREET MON

2ND STREET MON

SECONDARY WATER LINE
5" PVC

1" 8" WATER LINE

EXIST. 12" 31

TELE

EXIST. 12" 31

TELE

EXIST. 12" 31

TELE

EXIST. 12" 31

TELE

EXIST. 12" 31

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EXIST. 12" 31

NOTE: CONTINUATION TO PITCHER AND
TERRACE AND LUTHER COOKS & SONS
BE SHOWN IN PLACE TO FACILITATE
AND CONSTRUCTION. CONTINUATION TO MORE LATER ROAD
CONSTRUCTION TO BORE UNDER ROAD

NEW 1" WATER METER & UNIT
PER COUNTY & CITY
STANDARDS
PLEASE VERIFY TRIP TO FACILITATION
OR CONSTRUCTION. CONTACT ENGINEER IF
CONFLICT OCCURS.

LOC 3
ENTRY TO MARKET PLACE
BETWEEN ROAD STAKE

N00°03'25" E 210.70'

NEW BUILDING

N00°56'35" E 233.77'

NOTE: $\bar{y} = 30$

LOT 4

THE UNITED STATES OF AMERICA
DEPARTMENT OF JUSTICE

$D = 07^{\circ}51'24''$
 $R = 150.00'$
 $L = 20.57'$

LCB 3
UNCLASSIFIED//FOR OFFICIAL USE ONLY
GATON F. ALLEN, CAPTAIN, USMC

LEGEND

	PROPERTY LINE		STORM DRAIN MANHOLE
	OVERHEAD POWER LINE		UG T-POLE
	WATER LINE		SANITARY SEWER MANHOLE
	SEWER LINE		FIRE HYDRANT
	GAS LINE		WATER LINE VALVE
	STORM DRAIN LINE		OVERHEAD POWER
	DITCH		ELECTRIC METER
	STORM DRAIN MANHOLE		TELEPHONE POLE
	NIGHT POLE		STORM DRAIN CATCH BASIN
	SANITARY SEWER MANHOLE		STORM DRAIN CLEANOUT (UG)
	FIRE HYDRANT		GAS METER
	WATER 1/2" VALVE		WATER MANHOLE
	EXISTING POWER POLE		FINISH LANDSCAPE GRADE
	ELECTRIC METER		TOP OF ASPHALT
	TELEPHONE POLE		TOP OF CURB
	UG CURB & GUTTER		HIGH WATER MARK
	STORM DRAIN LINE		TOP OF CURB
	STORM DRAIN CATCH BASIN		TOP OF SIDEWALK
	SIGN		DIRECTION OF DRAINAGE
	WATER MANHOLE		FINISH CONTOURS
	STORM DRAIN LINE		NEW STORM DRAIN LINE
	STORM DRAIN CATCH BASIN		EXISTING CONTOURS
	SIGN		NEW SITTER (UG)
	WATER MANHOLE		NEW SEWER LINE
	STORM DRAIN LINE		NEW SPOT ELEVATION
	STORM DRAIN CATCH BASIN		10" OF CONCRETE
	SIGN		TOP BACK OF CURB
	WATER MANHOLE		TOP OF ASH ALT

NOT A COMPANY AND TECHNOLOGICAL SURVEY OF EXISTING
COMPANIES WAS PREPARED BY CONVIN ENGINEERING ASSOCIATES,
LLC, "PROMUL" NO. 311 COMPUTER DRIVING PITCHHILL DATE 4/20/00.
SINCE ENGINEERING WAS NOT INTENDED THE ACCURACY AND/OR COMPLETENESS
OF THIS INFORMATION FOR ANY PURPOSES OR OMISSIONS SHOULD BE
UNDERSTOOD TO BE A RESULT.

**MCVEIL ENGINEERING
AND LAND SURVEYING, INC.**

PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING SERVICES
5695 50TH 90TH EAST APOKALKE 98444-2404
TEL 800-11 255-1720 FAX 800-335-8051 TWA 800-335-8051
VISIT OUR WEB SITE AT www.cesce.com



MOUNTAIN AMERICA CREDIT UNION
200 NORTH MARKETPLACE DRIVE CENTERVILLE, UT

THE NEW YORK PUBLIC LIBRARY
ASTOR LENOX TILDEN FOUNDATION
500 5TH AVENUE
NEW YORK 17, N.Y.

UTILITY PLAN

REVISIONS

REV.	DATE	DESCRIPTION
1	05/10/01	BY 1234567

DATE:	23/21/01
DRAWN BY:	COM
CALC BY:	COM
SUPPLIED BY:	OTHERS
CHECKED BY:	JKA
SCALE:	1" = 20'
COMP. DRWG.	200623 DWG

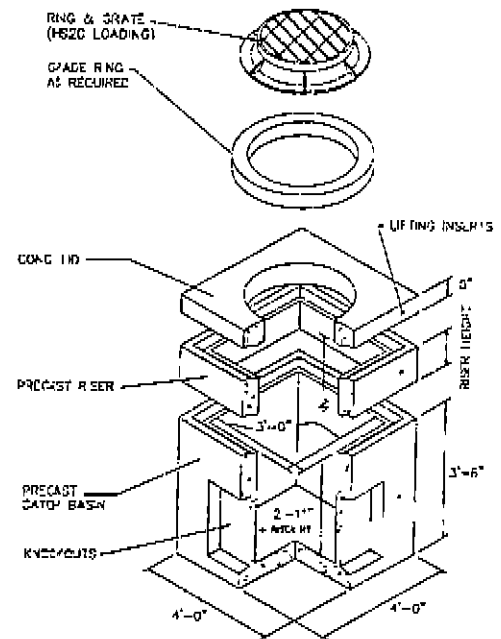
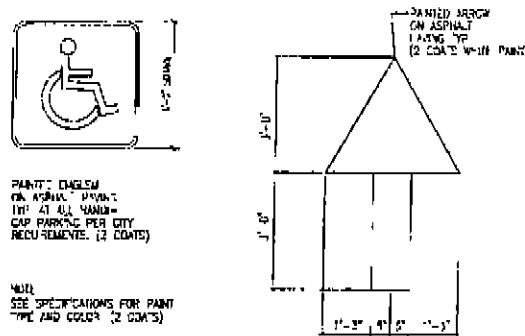
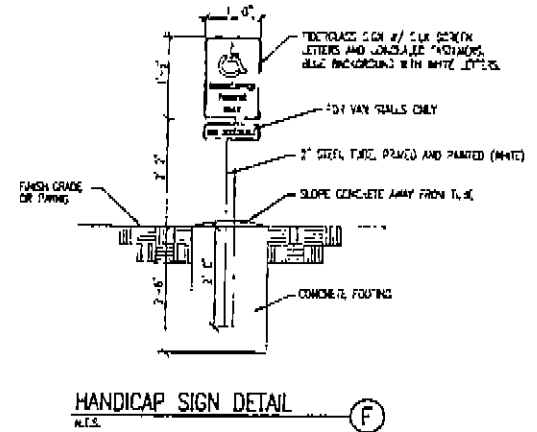
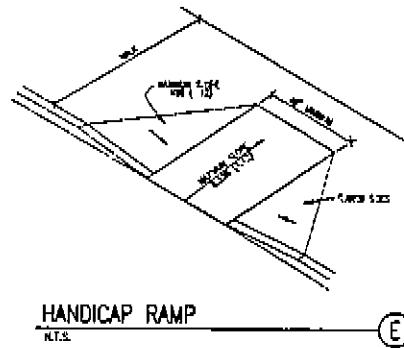
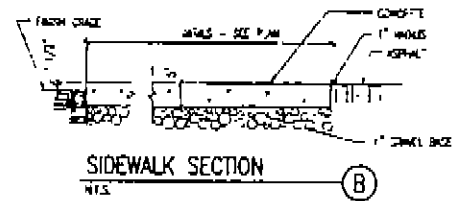
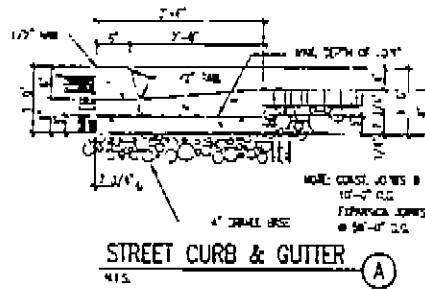
JOB NO: 200025

C1.2

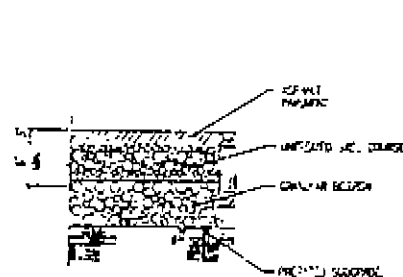
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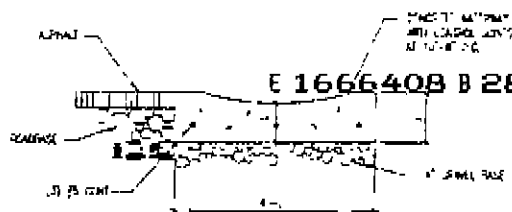
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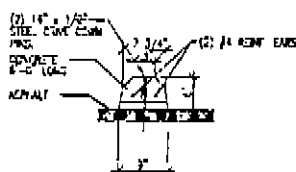
- NOTES:
1. CATCH BASINS SHALL BE DESIGNED TO MEET AS MINIMUM 4" H₂O HEAD AND 20' H₂O LOADING
2. OPTIONAL GRATING OR COVER MATERIAL MAY BE CAST IN AS REQUIRED
3. OPTIONAL TO BE SIZED AND LOCATED AS REQUIRED
4. SURFACE TO BE FINISHED
5. CONNECTIONS TO BE GROUNDED SMOOTH ON BOTH SIDES OF BOX OPENING
6. PIPE CONNECTIONS TO BE SEALED WATER-TIGHT



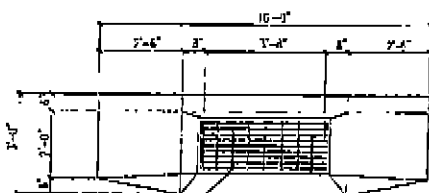
TYPICAL ASPHALTIC SECTION (C)



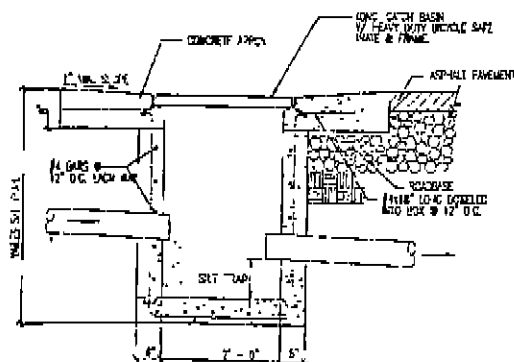
CONCRETE WATERWAY (D)



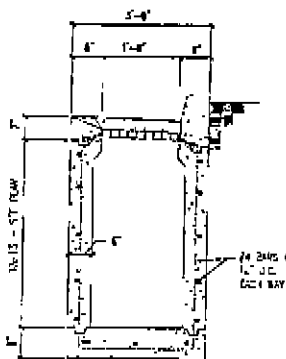
WHEEL STOP DETAIL (G)



PLAN VIEW



SECTION 1



SECTION 2

CURB INLET (K)



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PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING SERVICES
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WWW.MCNEIL-ENGINEERING.COM



MOUNTAIN AMERICA CREDIT UNION
295 NORTH MARKETPLACE DRIVE, CENTERVILLE, UT
LOCATED IN THE ANTIQUE SQUARE OF SECTION 7, T. 3 N., R. 1 E., MARK

DETAIL SHEET

REVISIONS		
REV	DATE	DESCRIPTION
1	03/21/01	PER SOLS REPORT

DATE	03/21/01
DRAWN BY	CDW
CALC BY	CDW
CHECKED BY	CDW
SCALE	1" = 20'
COURT. DRWG.	200025 DWG

JOB NO: 200025

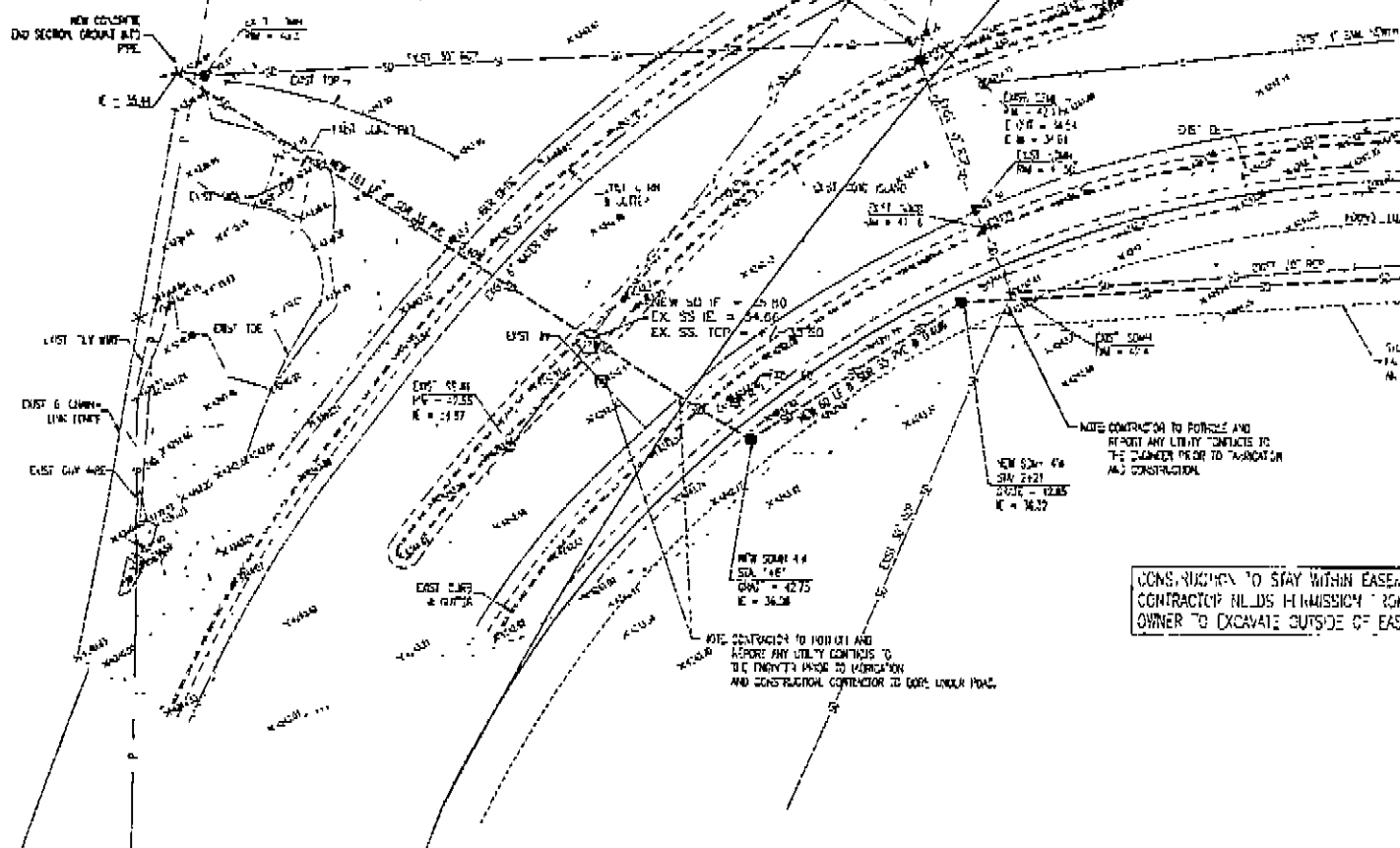
SHEET NUMBER
C1.3

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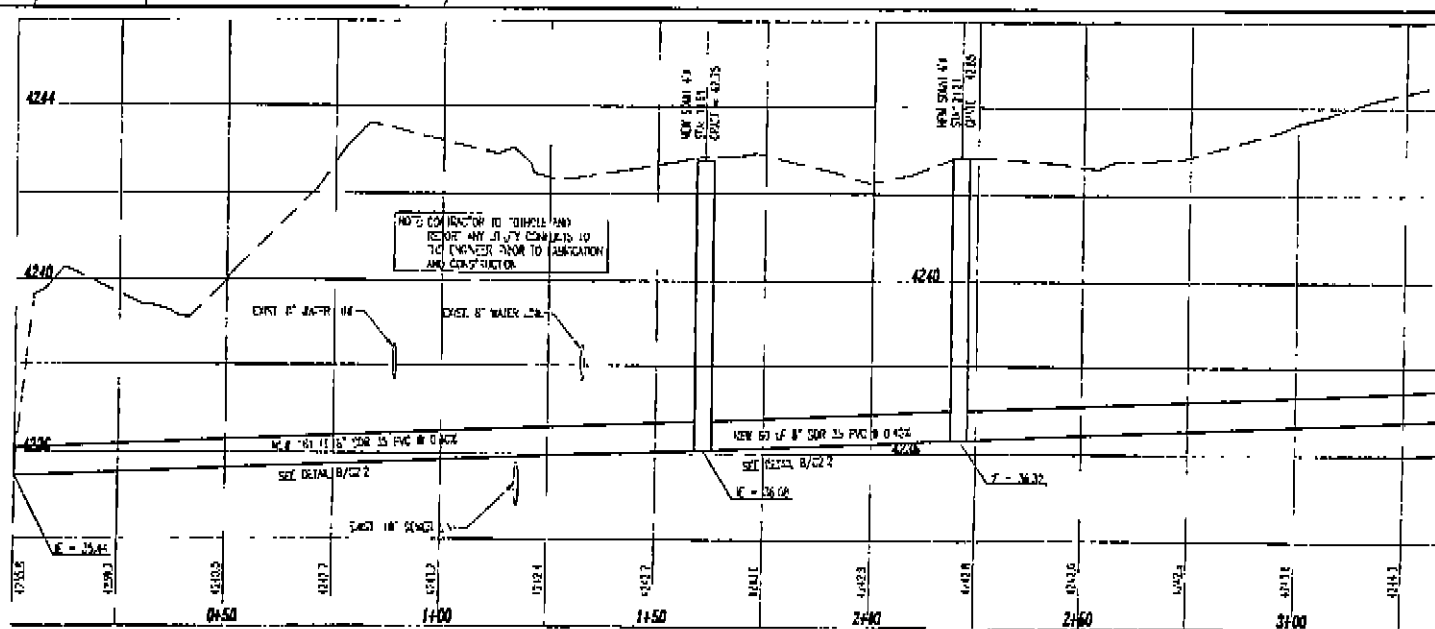
LEGEND

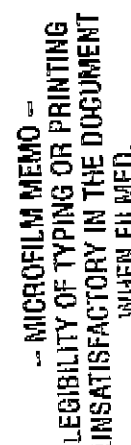
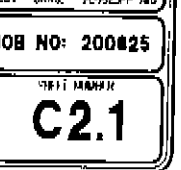
— 3" —	PROPERTY LINE	— 1" —	STORM DRAIN MANHOLE	— 1" —	NEW CONCRETE
— 4" —	OVERHEAD POWER LINE	— 1" —	UP	— 1" —	NEW ASPHALT ROAD BASE
— 5" —	WATER LINE	— 1" —	STORM DRAIN OTHER MANHOLE	— 1" —	NEW RELEASE CURB & GUT
— 6" —	STORM LINE	— 1" —	LINE - VORANT		
— 7" —	GAS LINE	— 1" —	WATER TAP VALVE		
— 8" —	STORM DRAIN 18"	— 1" —	OFF-ROAD POWER		
— 9" —	DITCH	— 1" —	ELECTRIC METER		
— 10" —	STORM DRAIN 24"	— 1" —	TELEPHONE RISER		
— 11" —	STORM DRAIN 30"	— 1" —	POWER POLE		
— 12" —	WATER TAP VALVE	— 1" —	STORM DRAIN CATCH BASIN		
— 13" —	WATER LINE VALVE	— 1" —	STORM DRAIN CLEANOUT (BOX)		
— 14" —	EXISTING POWER POLE	— 1" —	GAS METER		
— 15" —	ELECTRIC METER	— 1" —	WATER TAP VALVE		
— 16" —	TELEPHONE MAST	— 1" —	STORM DRAIN MANHOLE		
— 17" —	EX. CURB & GUT	— 1" —	TOP OF ASPHALT		
— 18" —	FORCE LINE	— 1" —	TOP OF CURB		
— 19" —	STORM DRAIN 36"	— 1" —	NOT IN USE		
— 20" —	WATER MANHOLE	— 1" —	TOP OF CURB		
— 21" —	DIRECTION OF DRAINAGE	— 1" —	TOP OF SIDEWALK		

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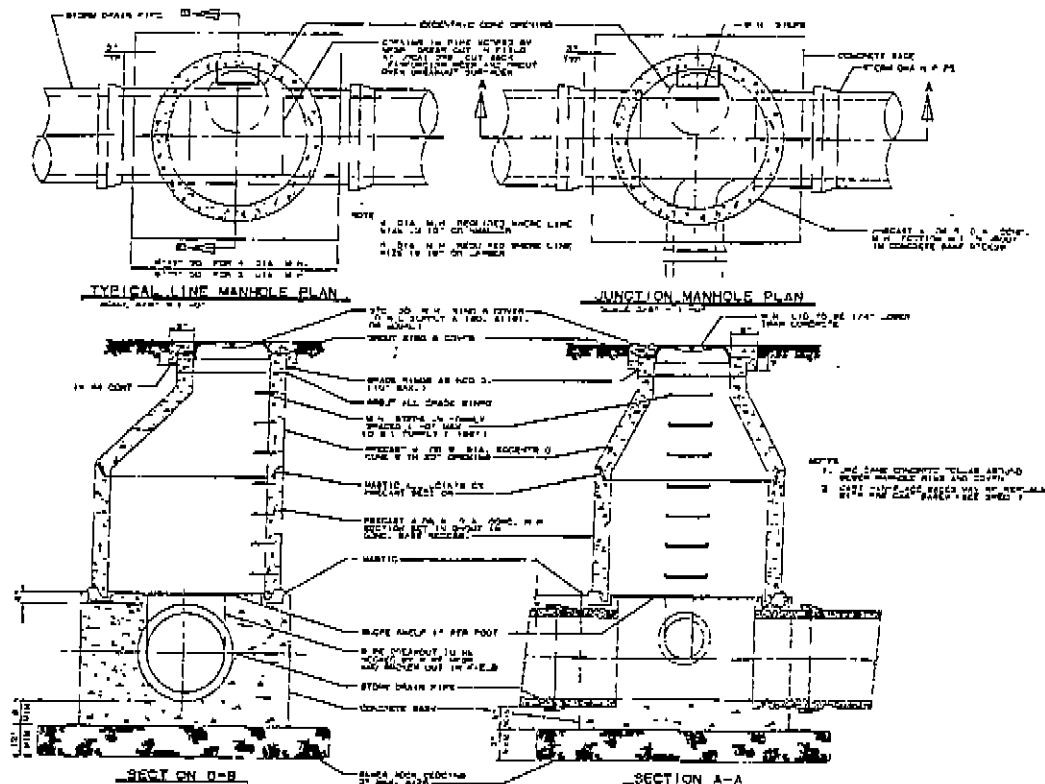
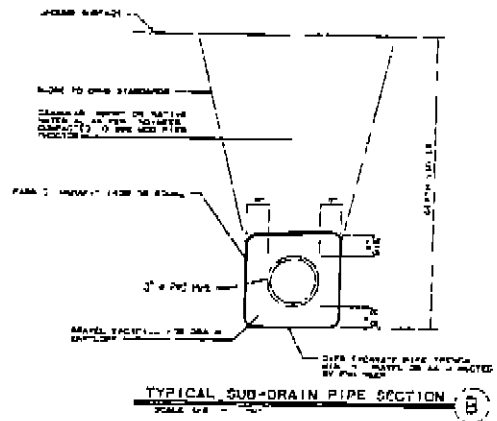
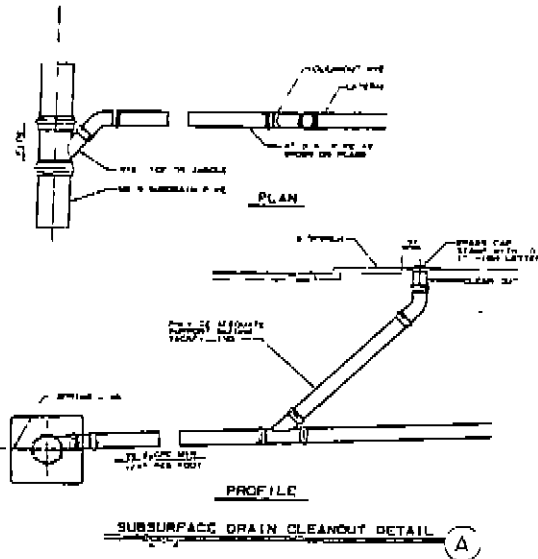


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