

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

11679780
07/09/2013 10:45 AM \$0.00
Book - 10157 Pg - 3376-3379
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 908
DRAPER UT 84020

PARCEL ID: #27-01-4014040 P.
OWNER(S): Skool Days Child Care Center

By: DDK
4p.

**ASSUMPTION OF RISK AGREEMENT FOR
SUBSTANDARD LATERAL CONNECTION**

KNOW ALL MEN BY THESE PRESENTS:

RECITALS:

A. The undersigned, hereinafter referred to as "OWNER(S)" owns real property located at approximately 2471 W 11400 South, South Jordan Utah, which property is more particularly described as follows:

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

B. OWNER(S) understands and acknowledges that the sewer lateral located on the property, does not meet the minimum standards required by the South Valley Sewer District and/or applicable Plumbing Code provisions as the private pressure lateral is constructed of pipe that is not complaint with District Specifications, the less than four (4) feet deep, and the grade is less than the minimum allowed by state code.

C. For reasons sufficient to and for the convenience of the OWNER(S), and with a full understanding that the sewer lateral has not met the standard requirements of the South Valley Sewer District, the OWNER(S) 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(S) by the District as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the OWNER(S) hereby agrees as follows:

1. OWNER(S) hereby accepts and assumes all risk of using and operating OWNER(S)'s sewer lateral located on OWNER(S)'s property. OWNER(S) assumes the risk of any damages and consequences, both expected and unexpected, that may result from the substandard sewer lateral and proceeding to use that sewer lateral without replacing or modifying the same to meet District standards.

2. OWNER(S) hereby waives any and all claims, causes of action or demands for damages or other relief of whatsoever kind or nature which the OWNER(S) may hereafter have or claim arising out of use of OWNER(S)'s lateral.

3. OWNER(S) hereby acknowledges that no representation, fact or opinion has been made by the Sewer 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(S) from utilizing the substandard sewer lateral on OWNER(S)'s property. OWNER(S) has determined that it is in OWNER(S)'s best interest not to replace or modify the sewer lateral.

1. OWNER(S) hereby agrees hereafter to abide by and obey all of the rules and regulations of the South Valley Sewer District pertaining to the construction, maintenance and use of OWNER(S)'s lateral and the District's sewer system.

2. OWNER(S) 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(S) or any third parties as a result of or arising out of OWNER(S)'s substandard sewer lateral and any use or operation thereof.

3. OWNER(S) agrees to the recording of this document in the office of the Salt Lake County Recorder, State of Utah.

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

IN WITNESS WHEREOF, OWNER(S) has executed this instrument as of the 13 day of June, 2013.

"OWNER(S)"

Skool Days Child Care Center



By: *Hiedi Rudewe*

Its: *member*

STATE OF UTAH)

COUNTY OF SALT LAKE) :ss.

On the 13 day of June, 2013, personally appeared before me Hiedi Rudewe who being duly sworn, did say that he/she/they is/are the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

Michelle Searle

Notary Public

My Commission Expires: 02-10-2014

Residing

in: *SALT lake county*



Exhibit "A"
Legal Description of Property

BEGINING AT A POINT WHICH IS NORTH 89 DEGREES 56'45" EAST ALONG THE CENTER SECTION LINE 1187.31 FEET AND SOUTH 0 DEGREES 02'15" EAST 33.00 FEET FROM THE CENTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89 DEGREES 56'45" EAST 141.05 FEET; THENCE SOUTH 0 DEGREES 01'15" EAST 444.57 FEET; THENCE SOUTH 89 DEGREES 56'45" WEST 140.92 FEET; THENCE NORTH 0 DEGREES 02'15" WEST 444.57 FEET TO THE POINT OF BEGINNING.