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Book - 8882 Pg - 2200-2202  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SOUTH VALLEY SEWER DISTRICT  
PO BOX 908  
874 E 12400 S  
DRAPER UT 84020  
BY: SBM, DEPUTY - WI 3 P.

**WHEN RECORDED MAIL TO:**

Craig L. White, General Manager  
South Valley Sewer District  
P.O. Box 908  
Draper, Utah 84020

Parcel I.D. No.: 27-22-101-003, 27-22-151-005  
Grantor: Salt Lake County

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

**KNOW ALL MEN BY THESE PRESENTS:**

**RECITALS:**

A. The undersigned, hereinafter referred to as "Owner," owns real property located at 11059 South 2200 West, in Salt Lake County, Utah, which property is more particularly described in Exhibit A.

B. Owner understands and acknowledges that the private sewer lines on the property and sewer lateral(s) running from the building(s) on the property do not meet the minimum standards required by the South Valley Sewer District and/or applicable Uniform Plumbing Code provisions.

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

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

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

3. Owner 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 from utilizing the substandard private sewer lines and lateral(s) on Owner's property. Owner has determined that it is in Owner's best interest not to replace or modify the private sewer lines and lateral(s).

4. Owner 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 private sewer lines and lateral(s) and the District's sewer system.

5. 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 Owner's substandard private sewer lines and sewer lateral(s) and any use or operation thereof.

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

IN WITNESS WHEREOF, Owner has executed this instrument as of the 27<sup>th</sup> day of Aug, 2003.

Salt Lake County

By: Toby Cordova

Its: Brett Probst of Madaba (Facilities Manager)

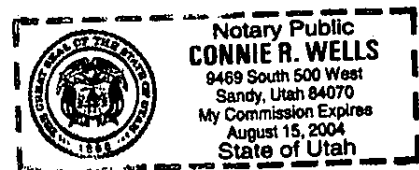
STATE OF UTAH )  
: SS.  
COUNTY OF SALT LAKE )

On the 27<sup>th</sup> day of Aug, 2003, personally appeared before me Toby Cordova who being by me duly sworn, did say that he is the representative of Salt Lake County, a governmental entity, and that said instrument was signed in behalf of the County by authority of its Council and acknowledged to me that the County executed the same.

Connie R. Wells  
NOTARY PUBLIC

My Commission Expires: Aug 15, 2004

Residing in: Salt Lake Co (Sandy, UT)



**"Exhibit A"**

**Parcel: 27-22-101-003**

Commencing 40 rods South from the Northwest Corner of Section 22, Township 3 South, Range 1 West Salt Lake Base & Meridian: and running thence South 40 Rods; thence East 80 Rods; thence North 40 Rods; thence West 80 Rods to the point of beginning.

**Parcel 27-22-151-005**

The North half of the Southwest Quarter of the Northwest Quarter of Section 22, Township 3 South, Range 1 West Salt Lake Base & Meridian