

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

9471087
08/25/2005 11:21 AM \$0.00
Book - 9178 Pg - 7482-7484
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 908
874 E 12400 S
DRAPER UT 84020

By: NEH
3P.

PARCEL I.D. #33-11-251-040, 33-11-251-041, 33-11-251-042, 33-11-251-043, 33-11-251-045, 33-11-251-046, 33-11-251-047, 33-11-251-039

OWNER: Center Point Business Park, LC
Lots 3-10 Center Point Business Park Plat "A"

**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 approximately 5101 West 13400 South, in Salt Lake County, Utah, which property is more particularly described as follows:

"Lots 3, 4, 5, 6, 7, 8, 9, and 10 in the Center Point Business Park Plat A PUD Amended"

B. Owner understands and acknowledges that the pressure sewer laterals located on the properties to the sewer main line 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 pressure sewer laterals 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 pressure sewer laterals located on Owner's properties. Owner assumes the risk of any damages and consequences, both expected and unexpected, that may result from the substandard pressure sewer laterals and proceeding to use those pressure sewer laterals without replacing or modifying the same to meet District standards.

12\Forms\Agmt\Substandard Lateral Assumpt Risk
March 16, 2001

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 pressure sewer lateral.

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 pressure sewer laterals on Owner's property. Owner has determined that it is in Owner's best interest not to replace or modify the pressure sewer laterals.

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 pressure sewer laterals 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 pressure sewer laterals and any use or operation thereof.

6. Owner agrees to the recording of this document in the office of the Salt Lake County Recorder, State of Utah.

7. 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 9 day of August, 2005.

"OWNER"

Center Point Business Park LC

By: _____

Its: _____

Title

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

On the 9th day of August, 2005, personally appeared before me Michael Minson who being by me duly sworn did say that (s)he is the Manager of Center Point Business Park LC, a limited liability company, and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement; and duly acknowledged to me that said limited liability company executed the same.

Rebecca Riddle
Notary Public

My Commission Expires: 4/17/06

Residing in: Salt Lake County

