

RETURNED**SEP 23 2010**

When completed return to:
 South Davis Sewer District
 PO Box 140111
 Salt Lake City UT 84114-0111

E 2554563 B 5115 P 147-156
 RICHARD T. MAUGHAN
 DAVIS COUNTY, UTAH RECORDER
 09/23/2010 11:26 AM
 FEE \$229.00 Pgs: 10
 DEPT REC'D FOR CEDAR SPRING COND

**NOTICE OF WARNING
 BUILDING SEWER STANDARDS WAIVER**

This Agreement is entered into effective this 3rd day of September, 2010, by and between the SOUTH DAVIS SEWER DISTRICT ("District") and CEDAR SPRINGS CONDOMINIUM ASSOCIATION, a Utah Corporation, ("Owner") and the heirs, successors and assigns of Owner.

The parties covenant and agree as follows:

1. This Agreement covers all Buildings and all Units located in CEDAR SPRINGS CONDOMINIUM, according to the Official Plat thereof recorded in the office of the Recorder of Davis County, Utah, more particularly described in attached Exhibit "A" which is incorporated herein by this reference (the "Parcel"). Owner represents and warrants that Owner is the fee title and beneficial owner of Parcel in its entirety.

2. District, a supplier of sanitary sewer services, pursuant to Resolution No. 105-2, paragraph 3, "Regulations for Use of Public Sewer," requires a separate service lateral or building sewer to connect each single "living or building" unit to the public sewer. Owner has requested and District is willing to grant an exception to allow two or more living units (which may be in the same building) or buildings within the Parcel to be connected to the same sewer lateral conditioned upon the requirements of this Agreement.

3. Owner acknowledges that, while sewer service laterals installed as allowed in paragraph 2 arguably may satisfy International Plumbing Code § 701.3, such installation does not meet District standards. It is not uncommon for sanitary sewer blockage and overflows to result from the use of a common sewer lateral. Owner and Owner's heirs, successors and assigns covenant and agree to assume all risk and liability for damage from sanitary sewer blockage and overflows, excluding only blockage in the District's main sanitary sewer line that backs into a Parcel sewer lateral. All sewer laterals serving the Parcel shall at all times be and remain the property of Owner (including Owner's heirs, successors and assigns) and Owner and Owner's heirs, successors and assigns shall solely be responsible for the installation, repair, maintenance and replacement of the same. No connection may be made to the District's sewer main without express written permission from the District and the connection shall be made in accordance with the District's specifications and standards (including Resolution No. 104, as amended) and subject to District inspection and approval, all at the cost of Owner. Owner agrees to defend, indemnify and hold the District free and harmless from and against any loss, cost, damage, liability, claim or expense whatsoever arising or resulting directly or indirectly from sanitary sewer overflows relating to the use of one or more common building and/or living unit sewer laterals serving the Parcel.

4. This Agreement does not constitute a commitment by the District to provide sewer collection service to the Parcel or any part thereof. The District imposes requirements, including the payment of applicable impact and hookup fees, that must be satisfied before sewer service to the Parcel or part thereof will commence. Sewer service to the Parcel or part thereof shall at all times be subject to the policies, procedures, rules and regulations of the District, as modified or amended from time to time, and Owner agrees at all times to comply with the same.

5. This Agreement constitutes a covenant running with the land and shall be binding on all parties to this Agreement and all persons claiming by, through or under them and, in particular, shall be binding on all successive future owners of the Parcel, including portions thereof. All of the Parcel shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, improved and enjoyed pursuant and subject to the covenants, conditions, restrictions and requirements of this Agreement, each and all of which are declared and agreed to be for the benefit of the District. Each and all of the covenants, conditions, indemnifications and agreements contained herein shall be deemed and construed to be continuing and to run with the land and shall be a burden to the land and to Owner, Owner's successors and assigns, and to any entity or person acquiring, renting, leasing or owning an interest in all or any part of the Parcel, and to their respective heirs, personal representatives, successors and assigns, and shall benefit the District.

6. Should any mortgage or deed of trust be foreclosed on the Parcel or part thereof, then the title acquired by such foreclosure, and the person or persons who thereupon and thereafter become the owner or owners of the Parcel, or any part thereof, shall be subject to and bound by all of the covenants, conditions, indemnifications and agreements enumerated herein.

7. No waiver of any breach of any of the covenants, conditions and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions and agreements; nor shall failure to enforce any one of such covenants, conditions and agreements be construed as a waiver of any other covenant, condition or agreement.

8. The acceptance of a deed on the Parcel, or any part thereof, shall constitute an acceptance of all of the terms, covenants, conditions, limitations and agreements set forth in this Agreement. Every entity and person who owns, occupies or acquires any right, title or estate in the Parcel, or any part thereof, shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction and requirement contained in this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Parcel or any portion thereof and, from and after acquisition of an interest in the Parcel, shall be bound as Owner under this Agreement respecting such interest the same as if the entity or person was an original signatory hereto.

9. District shall have the right to enforce any covenants, conditions or agreements contained herein by any appropriate means, at District's option.

10. The provisions of this Agreement shall be liberally construed to effectuate its purposes.

11. Attorney fees and costs shall be awarded to the substantially prevailing party in litigation arising hereunder.

12. It is expressly agreed that, if any covenant, condition or agreement herein contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

13. This Agreement may, in District's sole discretion, be recorded in the office of the Davis County, Utah Recorder. Any and all fees associated with such recording shall be paid by Owner to the District at signature and execution.

This Agreement is executed effective as of the date set forth above.

SOUTH DAVIS SEWER DISTRICT

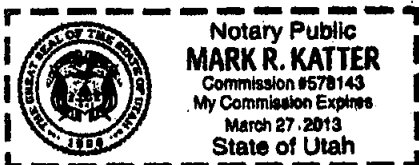
CEDAR SPRINGS CONDOMINIUM ASSOCIATION, a Utah Corporation

By: *Dal D. Wayment*
Dal D. Wayment, General Manager

By: *Teresa Strahl*
Teresa Strahl, President

STATE OF UTAH)
) :ss.
COUNTY OF DAVIS)

On the 16TH day of SEPTEMBER, 2010, personally appeared before me DAL D. WAYMENT, who, being by me duly sworn, did say that he is the General Manager of the SOUTH DAVIS SEWER DISTRICT and that the foregoing instrument was signed on behalf of the South Davis Sewer District.



Mark R. Katter
.. Notary Public ..

STATE OF UTAH)
COUNTY OF Davis) :ss.

On the 3rd day of September, 2010 personally appeared before me TERESA STRAHL, who being by me duly sworn did say that she the President of CEDAR SPRINGS CONDOMINIUM ASSOCIATION, a Utah Corporation, and that the foregoing instrument was signed on behalf of said Corporation by authority of a Resolution of its Board of Directors and said Teresa Strahl acknowledged to me that said Corporation executed the same.

Maxine G. Keller
.. Notary Public ..

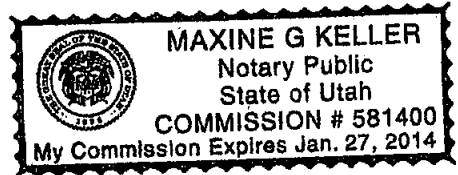


EXHIBIT "A"

LEGAL DESCRIPTION

CEDAR SPRINGS CONDOMINIUM

Located in the Southeast Quarter of Section 7, T2N, R1E, SLB&M,
Centerville City, Davis County, Utah,
According to the official plat on file with the Davis County Recorder.

BUILDING A

Unit 1	88 W 50 S	02-049-0001
Unit 2	88 W 50 S	02-049-0002
Unit 3	88 W 50 S	02-049-0003
Unit 4	88 W 50 S	02-049-0004
Unit 5	88 W 50 S	02-049-0005
Unit 6	88 W 50 S	02-049-0006
Unit 7	88 W 50 S	02-049-0007
Unit 8	88 W 50 S	02-049-0008
Unit 9	88 W 50 S	02-049-0009
Unit 10	88 W 50 S	02-049-0010
Unit 11	88 W 50 S	02-049-0011
Unit 12	88 W 50 S	02-049-0012

BUILDING B

Unit 1	88 W 50 S	02-049-0013
Unit 2	88 W 50 S	02-049-0014
Unit 3	88 W 50 S	02-049-0015
Unit 4	88 W 50 S	02-049-0016
Unit 5	88 W 50 S	02-049-0017
Unit 6	88 W 50 S	02-049-0018
Unit 7	88 W 50 S	02-049-0019
Unit 8	88 W 50 S	02-049-0020
Unit 9	88 W 50 S	02-049-0021
Unit 10	88 W 50 S	02-049-0022
Unit 11	88 W 50 S	02-049-0023
Unit 12	88 W 50 S	02-049-0024

BUILDING C

Unit 1	88 W 50 S	02-049-0025
Unit 2	88 W 50 S	02-049-0026
Unit 3	88 W 50 S	02-049-0027
Unit 4	88 W 50 S	02-049-0028
Unit 5	88 W 50 S	02-049-0029
Unit 6	88 W 50 S	02-049-0030
Unit 7	88 W 50 S	02-049-0031
Unit 8	88 W 50 S	02-049-0032

Unit 9	88 W 50 S	02-049-0033
Unit 10	88 W 50 S	02-049-0034
Unit 11	88 W 50 S	02-049-0035
Unit 12	88 W 50 S	02-049-0036
<u>BUILDING D</u>		
Unit 1	88 W 50 S	02-049-0037
Unit 2	88 W 50 S	02-049-0038
Unit 3	88 W 50 S	02-049-0039
Unit 4	88 W 50 S	02-049-0040
Unit 5	88 W 50 S	02-049-0041
Unit 6	88 W 50 S	02-049-0042
Unit 7	88 W 50 S	02-049-0043
Unit 8	88 W 50 S	02-049-0044
Unit 9	88 W 50 S	02-049-0045
Unit 10	88 W 50 S	02-049-0046
<u>BUILDING E</u>		
Unit 1	88 W 50 S	02-049-0047
Unit 2	88 W 50 S	02-049-0048
Unit 3	88 W 50 S	02-049-0049
Unit 4	88 W 50 S	02-049-0050
Unit 5	88 W 50 S	02-049-0051
Unit 6	88 W 50 S	02-049-0052
Unit 7	88 W 50 S	02-049-0053
Unit 8	88 W 50 S	02-049-0054
Unit 9	88 W 50 S	02-049-0055
Unit 10	88 W 50 S	02-049-0056
<u>BUILDING F</u>		
Unit 1	88 W 50 S	02-049-0057
Unit 2	88 W 50 S	02-049-0058
Unit 3	88 W 50 S	02-049-0059
Unit 4	88 W 50 S	02-049-0060
Unit 5	88 W 50 S	02-049-0061
Unit 6	88 W 50 S	02-049-0062
Unit 7	88 W 50 S	02-049-0063
Unit 8	88 W 50 S	02-049-0064
Unit 9	88 W 50 S	02-049-0065
Unit 10	88 W 50 S	02-049-0066
<u>BUILDING G</u>		
Unit 1	88 W 50 S	02-049-0067
Unit 2	88 W 50 S	02-049-0068
Unit 3	88 W 50 S	02-049-0069
Unit 4	88 W 50 S	02-049-0070
Unit 5	88 W 50 S	02-049-0071
Unit 6	88 W 50 S	02-049-0072
Unit 7	88 W 50 S	02-049-0073

Unit 8	88 W 50 S	02-049-0074
Unit 9	88 W 50 S	02-049-0075
Unit 10	88 W 50 S	02-049-0076
<u>BUILDING H</u>		
Unit 1	88 W 50 S	02-049-0077
Unit 2	88 W 50 S	02-049-0078
Unit 3	88 W 50 S	02-049-0079
Unit 4	88 W 50 S	02-049-0080
Unit 5	88 W 50 S	02-049-0081
Unit 6	88 W 50 S	02-049-0082
Unit 7	88 W 50 S	02-049-0083
Unit 8	88 W 50 S	02-049-0084
Unit 9	88 W 50 S	02-049-0085
Unit 10	88 W 50 S	02-049-0086
<u>BUILDING J</u>		
Unit 1	88 W 50 S	02-049-0087
Unit 2	88 W 50 S	02-049-0088
Unit 3	88 W 50 S	02-049-0089
Unit 4	88 W 50 S	02-049-0090
Unit 5	88 W 50 S	02-049-0091
Unit 6	88 W 50 S	02-049-0092
Unit 7	88 W 50 S	02-049-0093
Unit 8	88 W 50 S	02-049-0094
Unit 9	88 W 50 S	02-049-0095
Unit 10	88 W 50 S	02-049-0096
<u>BUILDING K</u>		
Unit 1	88 W 50 S	02-049-0097
Unit 2	88 W 50 S	02-049-0098
Unit 3	88 W 50 S	02-049-0099
Unit 4	88 W 50 S	02-049-0100
<u>BUILDING L</u>		
Unit 1	88 W 50 S	02-049-0101
Unit 2	88 W 50 S	02-049-0102
Unit 3	88 W 50 S	02-049-0103
Unit 4	88 W 50 S	02-049-0104
Unit 5	88 W 50 S	02-049-0105
Unit 6	88 W 50 S	02-049-0106
<u>BUILDING M</u>		
Unit 1	88 W 50 S	02-049-0107
Unit 2	88 W 50 S	02-049-0108
Unit 3	88 W 50 S	02-049-0109
Unit 4	88 W 50 S	02-049-0110
Unit 5	88 W 50 S	02-049-0111
Unit 6	88 W 50 S	02-049-0112
Unit 7	88 W 50 S	02-049-0113

Unit 8	88 W 50 S	02-049-0114
<u>BUILDING N</u>		
Unit 1	88 W 50 S	02-049-0115
Unit 2	88 W 50 S	02-049-0116
Unit 3	88 W 50 S	02-049-0117
Unit 4	88 W 50 S	02-049-0118
<u>BUILDING P</u>		
Unit 1	88 W 50 S	02-049-0119
Unit 2	88 W 50 S	02-049-0120
Unit 3	88 W 50 S	02-049-0121
Unit 4	88 W 50 S	02-049-0122
Unit 5	88 W 50 S	02-049-0123
Unit 6	88 W 50 S	02-049-0124
Unit 7	88 W 50 S	02-049-0125
Unit 8	88 W 50 S	02-049-0126
Unit 9	88 W 50 S	02-049-0127
Unit 10	88 W 50 S	02-049-0128
Unit 11	88 W 50 S	02-049-0129
Unit 12	88 W 50 S	02-049-0130
Unit 13	88 W 50 S	02-049-0131
Unit 14	88 W 50 S	02-049-0132
Unit 15	88 W 50 S	02-049-0133
Unit 16	88 W 50 S	02-049-0134
Unit 17	88 W 50 S	02-049-0135
Unit 18	88 W 50 S	02-049-0136
Unit 19	88 W 50 S	02-049-0136
Unit 20	88 W 50 S	02-049-0138
Unit 21	88 W 50 S	02-049-0139
Unit 22	88 W 50 S	02-049-0140
Unit 23	88 W 50 S	02-049-0141
Unit 24	88 W 50 S	02-049-0142
<u>BUILDING Q</u>		
Unit 1	88 W 50 S	02-049-0143
Unit 2	88 W 50 S	02-049-0144
Unit 3	88 W 50 S	02-049-0145
Unit 4	88 W 50 S	02-049-0145
Unit 5	88 W 50 S	02-049-0146
Unit 6	88 W 50 S	02-049-0148
Unit 7	88 W 50 S	02-049-0149
Unit 8	88 W 50 S	02-049-0150
Unit 9	88 W 50 S	02-049-0151
Unit 10	88 W 50 S	02-049-0152
Unit 11	88 W 50 S	02-049-0153
Unit 12	88 W 50 S	02-049-0154
Unit 13	88 W 50 S	02-049-0155

Unit 14	88 W 50 S	02-049-0156
Unit 15	88 W 50 S	02-049-0157
Unit 16	88 W 50 S	02-049-0158
Unit 17	88 W 50 S	02-049-0159
Unit 18	88 W 50 S	02-049-0160
Unit 19	88 W 50 S	02-049-0161
Unit 20	88 W 50 S	02-049-0162
Unit 21	88 W 50 S	02-049-0163
Unit 22	88 W 50 S	02-049-0164
Unit 23	88 W 50 S	02-049-0165
Unit 24	88 W 50 S	02-049-0166
<u>BUILDING R</u>		
Unit 1	88 W 50 S	02-049-0167
Unit 2	88 W 50 S	02-049-0168
Unit 3	88 W 50 S	02-049-0169
Unit 4	88 W 50 S	02-049-0170
Unit 5	88 W 50 S	02-049-0171
Unit 6	88 W 50 S	02-049-0172
<u>BUILDING S</u>		
Unit 1	88 W 50 S	02-049-0173
Unit 2	88 W 50 S	02-049-0174
Unit 3	88 W 50 S	02-049-0175
Unit 4	88 W 50 S	02-049-0176
<u>BUILDING T</u>		
Unit 1	88 W 50 S	02-049-0177
Unit 2	88 W 50 S	02-049-0178
Unit 3	88 W 50 S	02-049-0179
Unit 4	88 W 50 S	02-049-0180
<u>BUILDING U</u>		
Unit 1	88 W 50 S	02-049-0181
Unit 2	88 W 50 S	02-049-0182
Unit 3	88 W 50 S	02-049-0183
Unit 4	88 W 50 S	02-049-0184
Unit 5	88 W 50 S	02-049-0185
Unit 6	88 W 50 S	02-049-0186
<u>BUILDING V</u>		
Unit 1	88 W 50 S	02-049-0187
Unit 2	88 W 50 S	02-049-0188
Unit 3	88 W 50 S	02-049-0189
Unit 4	88 W 50 S	02-049-0190
Unit 5	88 W 50 S	02-049-0191
Unit 6	88 W 50 S	02-049-0192
<u>BUILDING W</u>		
Unit 1	88 W 50 S	02-049-0193
Unit 2	88 W 50 S	02-049-0194

Unit 3	88 W 50 S	02-049-0195
Unit 4	88 W 50 S	02-049-0196
Unit 5	88 W 50 S	02-049-0197
Unit 6	88 W 50 S	02-049-0198
<u><i>BUILDING X</i></u>		
Unit 1	88 W 50 S	02-049-0199
Unit 2	88 W 50 S	02-049-0200
Unit 3	88 W 50 S	02-049-0201
Unit 4	88 W 50 S	02-049-0202