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Book - 10379 Pg - 8631-8634  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SOUTH VALLEY SEWER DISTRICT  
PO BOX 629  
RIVERTON UT 84065  
BY: TRA, DEPUTY - WI 4 P.

When Recorded Return to:  
Mr. Craig L. White  
South Valley Sewer District  
P.O. Box 629  
Riverton, UT 84065

PARCEL I.D. # 28-30-151-056  
OWNER(S): DRAPER SPECTRUM, L.C.  
Page 1 of 4

**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 12093 South State Street, Draper 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 lateral to the east building does not maintain four feet of cover.

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.

4. 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.

5. 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.

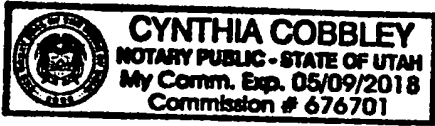
6. OWNER(S) agrees to the recording of this document in the office of the Salt Lake County Recorder, State of Utah.

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(S) has executed this instrument as of the 29<sup>th</sup> day of Sept., 2015.

"OWNER(S)"

DRAPER SPECTRUM, L.C.



By: [Signature]  
Manager  
By: [Signature]  
Manager

STATE OF UTAH )

  )ss.  
COUNTY OF Salt Lake )

On the 29<sup>th</sup> day of September, 2015, personally appeared before me John R. Thackeray who being by me duly sworn did say that (s)he/they is/are the manager of Draper Spectrum, L.C. 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.

[Signature]  
Notary Public

My Commission Expires: 5/9/2018

Residing in: Salt Lake County

Exhibit "A"  
Legal Description of Property  
LOT 101A, EASTGATE SUB AMD