

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

12504184
03/28/2017 02:08 PM \$0.00
Book - 10542 Pg - 1154-1159
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 629
RIVERTON UT 84065
BY: MMA, DEPUTY - WI 6 P.

Affects Parcel No.: 33-08-326-001
33-08-326-002
33-08-326-004

OWNER: RSL Training Academy, LLC

PROJECT: RSL Training Facility

**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 3600 West 14700 South, Herriman 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 laterals located on the property, as shown in Exhibit "B" attached hereto and by this reference made a part hereof, do not meet the minimum standards required by the South Valley Sewer District, hereinafter referred to as "the District", and/or applicable Plumbing Code provisions as the laterals are installed at less than minimum grade, installed in fill areas and constructed of non-compliant materials. Furthermore, OWNER(S) acknowledges that many of said sewer laterals were installed without inspection or required reviews and approvals by the District and the backfill to be utilized or which has been utilized does not meet the District specifications and may or may not meet the required compactive effort.

C. For reasons sufficient to and for the convenience of the OWNER(S), and with a full understanding that the sewer laterals have not met the standard requirements of the 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 15th day of March, 2017.

“OWNER(S)”

RSL Training Academy, LLC

By: Craig E. Martin

Its: GM / VP of OPERATIONS

STATE OF UTAH)

:SS

COUNTY OF SALT LAKE)

On the 15 day of March, 2017, personally appeared before me Craig Edward Martin who being by me duly sworn did say that (s)he is the General Mgr / VP of Oper of RSL Training Academy, LLC 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.

T. Denette Burge
Notary Public

My Commission Expires: 2-13-19

Residing in: S.L. County

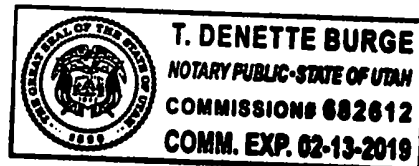


EXHIBIT A
BOUNDARY DESCRIPTION - OVERALL SOCCER COMPLEX

A PARCEL OF LAND LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 0°33'20" WEST, ALONG THE NORTH-SOUTH CENTER QUARTER LINE, A DISTANCE OF 300.11 FEET, TO THE SOUTH SIDELINE OF THE WELBY JACOB CANAL AND **POINT OF BEGINNING** FOR THIS DESCRIPTION; THENCE ALONG SAID SIDELINE THE FOLLOWING SEVEN COURSES:

- (1) SOUTH 67°20'12" EAST, A DISTANCE OF 14.40 FEET;
- (2) SOUTH 65°08'49" EAST, A DISTANCE OF 210.38 FEET;
- (3) SOUTH 59°50'24" EAST, A DISTANCE OF 372.88 FEET;
- (4) SOUTH 52°56'21" EAST, A DISTANCE OF 105.79 FEET;
- (5) SOUTH 43°56'22" EAST, A DISTANCE OF 163.88 FEET;
- (6) SOUTH 42°47'03" EAST, A DISTANCE OF 277.62 FEET;
- (7) SOUTH 34°16'43" EAST, A DISTANCE OF 29.31 FEET;

THENCE SOUTH 82°04'39" WEST, A DISTANCE OF 346.60 FEET;

THENCE SOUTH 07°55'21" EAST, A DISTANCE OF 88.00 FEET;

THENCE SOUTH 82°04'39" WEST, A DISTANCE OF 68.00 FEET;

THENCE NORTH 07°55'21" WEST, A DISTANCE OF 88.00 FEET;

THENCE SOUTH 82°04'39" WEST, A DISTANCE OF 374.02 FEET;

THENCE SOUTH 24°00'00" WEST, A DISTANCE OF 322.70 FEET;

THENCE SOUTH 33°27'55" WEST, A DISTANCE OF 106.15 FEET, TO A POINT ON THE NORTH SIDELINE OF A PROPOSED ROADWAY (90.00 FEET WIDE);

THENCE ALONG SAID SIDELINE THE FOLLOWING FOUR COURSES:

- (1) ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1145.00 FEET, THE CENTER OF WHICH BEARS SOUTH 33°27'55" EAST, THROUGH A CENTRAL ANGLE OF 33°49'28", A DISTANCE OF 675.95 FEET, TO A POINT ON THE EAST-WEST SIXTEENTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION;
- (2) SOUTH 89°38'37" WEST, ALONG SAID EAST-WEST LINE, A DISTANCE OF 139.38 FEET;
- (3) ON THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 755.00 FEET, THROUGH A CENTRAL ANGLE OF 38°45'33", A DISTANCE OF 510.74 FEET;
- (4) NORTH 51°36'00" WEST, A DISTANCE OF 245.45 FEET;

THENCE NORTH 38°24'00" EAST, A DISTANCE OF 914.63 FEET;

THENCE NORTH 53°57'16" EAST, A DISTANCE OF 336.23 FEET, TO THE SOUTHWESTERLY SIDELINE OF THE PROVO RESERVOIR CANAL;

THENCE ALONG SAID SOUTHWESTERLY SIDELINE THE FOLLOWING FIVE COURSES:

- (1) ON THE ARC OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 83.94 FEET, THE CENTER OF WHICH BEARS NORTH 41°24'25" EAST, THROUGH A CENTRAL ANGLE OF 20°41'03", A DISTANCE OF 30.30 FEET;
- (2) ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 428.45 FEET, THROUGH A CENTRAL ANGLE OF 8°52'13", A DISTANCE OF 66.33 FEET;
- (3) ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 918.95 FEET, THROUGH A CENTRAL ANGLE OF 2°58'47", A DISTANCE OF 47.79 FEET;
- (4) ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 603.05 FEET, THROUGH A CENTRAL ANGLE OF 13°44'56", A DISTANCE OF 144.71 FEET;
- (5) THENCE SOUTH 67°22'41" EAST, A DISTANCE OF 400.52 FEET;
THENCE SOUTH 10°10'47" EAST, A DISTANCE OF 0.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINS 42.548 ACRES, MORE OR LESS

Exhibit "B"
RSL Private Sewer Improvements

P:\Shared Files\Projects\1148 RD, Soccer Complex\1148 RD, Soccer Complex\1148 RD, Sewer Easement Exhibit.dwg Jan 18, 2017 - 4:52pm

