

Waiver Page 1 of 2

Gary Christensen Washington County Recorder
 04/05/2022 12:24:50 PM Fee \$40.00 By
 SOUTHERN UTAH TITLE COMPANY

When Recorded Return to:
 Falcon Crest LLC
 473 E Bowden Street
 Sandy, UT 84070

Parcel ID#: H-HUE- 2-19

Legal Description: Lot 19 Hurricane Fields Estates Phase 2

Acknowledgement, Waiver and Release

In consideration of being allowed to purchase an unimproved (not "pad ready") lot in the Hurricane Fields Subdivision from Falcon Crest LLC, the undersigned property purchaser acknowledges, covenants and agrees to the following:

1. I am aware that subsurface water, high groundwater, unstable soil conditions, or other geological hazards have been found to exist in areas of the City of Hurricane, which may include the property described below.
2. I acknowledge that I have been provided the Geotechnical Investigation Report and its Addendum which analyzes subsurface water, groundwater and soil conditions on my property, as well as recommendations from the engineers for over-excavation and soil preparation before structures are built on the lot. I have also received the Final Grading Report. All reports are provided by Geotechnical Testing Services, Inc.
3. I acknowledge that it is my responsibility to cause the construction of my structure to be completed in strict compliance with the recommendations the geotechnical report. I understand and comprehend the risk associated with the purchase of the property and assume full responsibility for any property damage, including but limited to damage to any residence or improvements that may be constructed on the property resulting from the soils or preparation thereof.
4. I understand that Falcon Crest LLC has made no warranty regarding the condition of the soils and their preparation, grading and compaction. Falcon Crest LLC has relied on the recommendations and testing of Geotechnical Testing Services Inc., a competent and reputable company which has experience with the proper treatment and compaction of the soils surrounding and within the Hurricane City, Utah area.
5. In view of the foregoing, I agree on behalf of myself, my heirs, successors and assigns to acquit, satisfy and forever discharge claims against Falcon Crest LLC and any of its members or partners, Crowther Family Properties LC or Stratton Construction, Inc., and do hereby release said entity and partners from any and all liability for damages to, diminution in value of, and payment of all costs and expenses for maintenance, repair or replacement of any home, structure or improvement which is in any way attributable to subsurface water, groundwater, unstable soil conditions and/or any other geological hazards upon or under the property described below, or by reason of my own or my agent's or contractor's violation of any applicable laws, ordinances, or city standards.

The covenants and agreements herein made shall run with the land and shall be binding upon the heirs, successors, and assigns of the undersigned.

(Notarized Signature on page 2)

ACCOMMODATION

When Recorded Return to:
Falcon Crest LLC
473 E Bowden Street
Sandy, UT 84070

THE REAL PROPERTY AFFECTED BY THIS AGREEMENT IS DESCRIBED AS:

Address: 19

Subdivision: Hurricane Fields Estates Phase: 2 Lot: 19

DATE: 4-1-22

Purchaser Signature

Colby Kedington
Print Full Legal Name of Purchaser

Purchaser Signature

Print Full Legal Name of Purchaser

(Purchaser Notary)

STATE OF UTAH

: ss.

COUNTY OF WASHINGTON)

On the 1 day of April, 20 22, personally appeared before me Colby Kedington, the signer(s) of the foregoing instrument, who did say that he/she/they is/are the owner(s) of the above described property and that he/she/they has/have signed the foregoing instrument for the reasons stated therein.

Jennifer Bailey
Notary Public

