

**RETURNED**

**MAR 20 2009**

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

**NOTICE OF WARNING  
BUILDING SEWER STANDARDS WAIVER**

This Agreement is entered into effective this 19th day of March, 2009, by and between the SOUTH DAVIS SEWER DISTRICT ("District") and CITYVIEW PINEAE VILLAGE 227, L.P., a Delaware Limited Partnership, ("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 PINEAE VILLAGE PLAT III, LOTS 151 A-F (Amending Pineae Village P.U.D. Lot 151) 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

CITYVIEW PINEAE VILLAGE 227, LP,  
a Delaware Limited Partnership

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

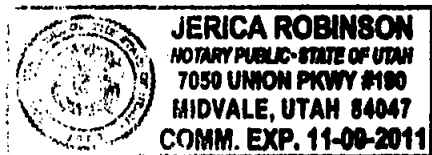
By: *Quinn S. Mortensen*  
Quinn S. Mortensen,  
Authorized Person

STATE OF UTAH                    )  
  :SS.  
COUNTY OF DAVIS            )

On the 10<sup>th</sup> day of March, 2009, 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.

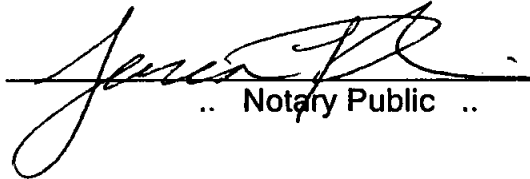
*Jerica Robinson*  
.. Notary Public ..

3 of 6



STATE OF UTAH                     )  
  :ss.  
COUNTY OF \_\_\_\_\_)

On the 10<sup>th</sup> day of MARCH, 2009, personally appeared before me QUINN S. MORTENSEN, who being by me duly sworn did say that he is an authorized person of CITYVIEW PINEAE VILLAGE 227, L.P., which Limited Partnership is the entity that executed the foregoing instrument, and said instrument was signed by him on behalf of said limited partnership.

  
.. Notary Public ..



## EXHIBIT "A"

## LEGAL DESCRIPTION

## PINEAE VILLAGE CONDO PLAT III, LOTS 151 A-F

Amending Pineae Village P.U.D. Lot 151

Located in the Northwest Quarter of Section 7, T2N, R1E, SLB&amp;M,

Centerville City, Davis County, Utah,

According to the official plat on file with the Davis County Recorder.

BUILDING 303 - LOT 151 D

Unit A	326 W 605 N	02-226-0007
Unit B	326 W 605 N	02-226-0008
Unit C	326 W 605 N	02-226-0009
Unit D	326 W 605 N	02-226-0010
Unit E	326 W 605 N	02-226-0011
Unit F	326 W 605 N	02-226-0012
Unit G	326 W 605 N	02-226-0013
Unit H	326 W 605 N	02-226-0014
Unit I	326 W 605 N	02-226-0015
Unit J	326 W 605 N	02-226-0016
Unit K	326 W 605 N	02-226-0017
Unit L	326 W 605 N	02-226-0018

BUILDING 304 - LOT 151 A

Unit A	327 W 650 N	02-226-0019
Unit B	327 W 650 N	02-226-0020
Unit C	327 W 650 N	02-226-0021
Unit D	327 W 650 N	02-226-0022
Unit E	327 W 650 N	02-226-0023
Unit F	327 W 650 N	02-226-0024
Unit G	327 W 650 N	02-226-0025
Unit H	327 W 650 N	02-226-0026
Unit I	327 W 650 N	02-226-0027
Unit J	327 W 650 N	02-226-0028
Unit K	327 W 650 N	02-226-0029
Unit L	327 W 650 N	02-226-0030

**BUILDING 305 - LOT 151 B**

Unit A	303 W 650 N	02-226-0031
Unit B	303 W 650 N	02-226-0032
Unit C	303 W 650 N	02-226-0033
Unit D	303 W 650 N	02-226-0034
Unit E	303 W 650 N	02-226-0035
Unit F	303 W 650 N	02-226-0036
Unit G	303 W 650 N	02-226-0037
Unit H	303 W 650 N	02-226-0038
Unit I	303 W 650 N	02-226-0039
Unit J	303 W 650 N	02-226-0040
Unit K	303 W 650 N	02-226-0041
Unit L	303 W 650 N	02-226-0042

**BUILDING 306 - LOT 151 C**

Unit A	281 W 650 N	02-226-0043
Unit B	281 W 650 N	02-226-0044
Unit C	281 W 650 N	02-226-0045
Unit D	281 W 650 N	02-226-0046
Unit E	281 W 650 N	02-226-0047
Unit F	281 W 650 N	02-226-0048
Unit G	281 W 650 N	02-226-0049
Unit H	281 W 650 N	02-226-0050
Unit I	281 W 650 N	02-226-0051
Unit J	281 W 650 N	02-226-0052
Unit K	281 W 650 N	02-226-0053
Unit L	281 W 650 N	02-226-0054

**BUILDING 307 - LOT 151 E**

Unit A	282 W 605 N	02-226-0055
Unit B	282 W 605 N	02-226-0056
Unit C	282 W 605 N	02-226-0057
Unit D	282 W 605 N	02-226-0058
Unit E	282 W 605 N	02-226-0059
Unit F	282 W 605 N	02-226-0060
Unit G	282 W 605 N	02-226-0061
Unit H	282 W 605 N	02-226-0062
Unit I	282 W 605 N	02-226-0063
Unit J	282 W 605 N	02-226-0064
Unit K	282 W 605 N	02-226-0065
Unit L	282 W 605 N	02-226-0066

**NOTE: BUILDING 217 - LOT 151 F is excluded. Each unit is served by an individual building sewer/lateral.**