

When Recorded Return to:
Mr. Craig L. White
South Valley Sewer District
P.O. Box 908
Draper, Utah 84020

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08/09/2004 10:11 AM \$0.00
Book - 9023 Pg - 5287-5290
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 908
374 E 12400 S
DRAPER UT 84020
BY: ELF, DEPUTY - WIP

PARCEL I.D.: 34-09-479-003
OWNER: DAE/WESTBROOK LLC

**ASSUMPTION OF RISK AGREEMENT FOR
SUBSTANDARD LATERAL CONNECTION**

KNOW ALL MEN BY THESE PRESENTS:

RECITALS:

A. The undersigned, hereinafter referred to as "Owner" owns real property located at 14886 South Traverse Ridge Road, in Salt Lake County, Utah, which property is more particularly described as follows:

Lot 60, Oak Vista #2 at Suncrest (General Store)

B. Owner understands and acknowledges that the sewer lateral running from the building on the property to the sewer main line does not meet the minimum standards required by the South Valley Sewer District and/or applicable Uniform Plumbing Code provisions.

C. For reasons sufficient to and for the convenience of the Owner, and with a full understanding that the sewer lateral has not met the standard requirements of the South Valley Sewer District, the Owner hereby request(s) permission to have the above-described property connected to the Districts sewer main and system.

AGREEMENT:

NOW, THEREFORE, in consideration of the sewer service to Owner by the District as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby agrees as follows:

1. Owner hereby accepts and assumes all risk of using and operating Owner's sewer lateral located on Owner's property. Owner 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 hereby waives any and all claims, causes of action or demands for damages or other relief of whatsoever kind or nature which the Owner may hereafter have or claim arising out of use of Owner's lateral.

3. Owner 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 from utilizing the substandard sewer lateral on Owner's property. Owner has determined that it is in Owner's best interest not to replace or modify the sewer lateral.

4. Owner 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 lateral and the District's sewer system.

5. Owner 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 or any third parties as a result of or arising out of Owner's substandard sewer lateral and any use or operation thereof.

6. Owner 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 has executed this instrument as of the 2nd day of June, 2004.

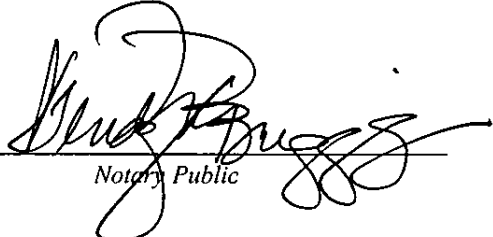
"OWNER"
SubCrest, L.L.C., formerly known as
DAE/WESTBROOK LLC

By: [Signature]

Its: Assistant Vice President

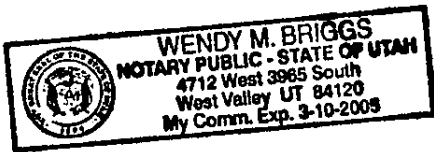
STATE OF UTAH)
) :ss
COUNTY OF SALT LAKE)

On the 2nd day of June, 2008, personally appeared before me Edward K. Grampp, Jr. who being by me duly sworn did say that (s)he is the ~~Asst. Vice President of FIAA~~ of DAE/WESTBROOK, 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.



Notary Public

My Commission Expires: 3-10-05
Residing in: Salt Lake County



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