

When Recorded Return to:
Joel Thompson
Jordan Basin Improvement District
P.O. Box 629
Riverton, Utah 84065

AFFECTS PARCEL I.D. # _____
OWNER(S): _____

**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 _____, _____, UT _____, 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 does not meet the minimum standards required by the Jordan Basin Improvement District and/ or applicable Plumbing Code provisions as the private sewer lateral _____.

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 Jordan Basin Improvement 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 Jordan Basin Improvement 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 ____ day of _____, 20_____.

“OWNER(S)”

By: _____

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the ____ day of _____, 20__, personal appeared before me _____ who being duly sworn, did say that they are the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

Notary Public

My Commission Expires: _____

Residing in: _____

Exhibit "A"
Legal Description of Property