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RECORDER / SURVEYOR OFFICE

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**WEBER COUNTY SURVEYOR'S OFFICE
ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT
(Standard Contract Form 03-2018)**

THIS AGREEMENT is made effective the ____ day of _____, 2018, by and between the Weber County Surveyor's Office, hereinafter referred to as "Surveyor," and _____ of _____ (Company, L.L.C., Trust, etc.), hereinafter referred to as "Land Owner."

WHEREAS, Landowner is the owner of certain real property known as: (parcel number, address, township and range, etc.)

hereinafter referred to as "Property"; and

WHEREAS, the Surveyor needs to obtain access to said Property for state mandated statutory PLSS surveying purposes;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties agree as follows:

1. Landowner agrees to allow Surveyor onto his/her Property for surveying purposes during regular working hours at any time in the future to perpetually maintain and publish coordinates on PLSS monuments and their accessories as needed.

Initials

or

Landowner agrees to allow Surveyor onto his/her Property for surveying purposes during regular working hours between the dates of _____ and _____.

Initials



2. Surveyor accepts and assumes all risks of the use of said Property and agrees to indemnify and hold harmless Landowner from any personal injury or property damage that may occur as a result of Surveyor's use of said Property, unless said injury or damage is caused by the willful or reckless acts of Landowner.
3. Surveyor further agrees that in the event Landowner's Property is damaged as a result of Surveyor's use of the Property, Surveyor will be responsible for any costs incurred in repairing, restoring, replacing, or rebuilding the Property to substantially the same condition it was in immediately prior to such damage.
4. Any alteration of the standard form language of this Agreement without approval of the County Attorney's Office will render this Agreement void and without effect.

IN WITNESS WHEREOF the undersigned have affixed their respective signatures hereto the dates indicated below.

By _____
 Devron Andersen P.L.S.
 Chief Deputy Recorder/Surveyor

By _____
 (Print) _____,
 Representative of
 (Print) _____

Date _____

Date _____