



RECORDING REQUESTED  
WHEN RECORDED MAIL TO:

ENT 12205:2020 PG 1 of 8  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2020 Jan 30 12:36 pm FEE 40.00 BY DA  
RECORDED FOR AMERICAN FORK CITY

American Fork City  
Attn: Public Works Director  
51 East Main Street  
American Fork, Utah 84003

Space above for Recorder's Use Only

**OWNER ACKNOWLEDGMENT  
AND UTILITY LIABILITY INDEMNIFICATION**

This OWNER ACKNOWLEDGMENT AND UTILITY LIABILITY INDEMNIFICATION (the "Agreement") is made this 2 day of April, 2018 (the "Effective Date"), by Millpond Apartments LLC, a Company (company / individual) (herein after referred to as the "Owner").

**RECITALS**

- A. Whereas Owner is the current owner of that certain real property located in the City of American Fork, County of Utah, State of Utah, as more particularly described on Exhibit "A" attached hereto (herein after referred to as the "Property").
- B. Whereas Owner of its own volition has proposed a sewer system for the Property which includes a single 8-inch sewer line serving possible multiple tenants or users (herein after referred to as the "Sewer System"). Sewer System is shown the building/site utility map as indicated in Exhibit "B" attached hereto.
- C. Whereas Owner of its own volition has proposed as water system for the Property which includes a single 8-inch water line serving possible multiple tenants or users (herein after referred to as the "Water System"). Water System is shown the building/site utility map as indicated in Exhibit "B" attached hereto.
- D. Whereas Owner acknowledges that it has been instructed by the City of American Fork (herein after referred to as the "City") that any greasy waste, for which a grease trap will be required for any of the multiple units considered, will necessitate a separate discharge line extending from the building to the sewer main line or at an approved combination (sanitary sewer/greasy waste line) manhole.

- E. Whereas American Fork City Ordinance 08-05-26-B-2-b allows such connections provided that Owner assures the following: (1) the providing of adequate assurances of continued unified ownership, (2) the submittal of a document, acceptable to the City, indemnifying the City against damages that may occur to tenants within the building as a result of a malfunction of the common utility system and agreeing to retro-fit the utility system to provide individual water and sewer laterals to each unit in the event of a sale of any of the units within the building to a separate owner.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby agrees as follows:

1. Owner agrees that this agreement will run in perpetuity with the Property and remain in force inuring to the benefit of both the City and any successors and/or assigns of the Owner.
2. Owner agrees that property will continue to be held in an undivided condition and will not be divided into separate or sub-ownership without further approval by City in accordance with City ordinances and laws of the State of Utah. If property and or buildings are subsequently divided by a future action in accordance with said laws, the provisions stated herein with regard to separation of utilities shall apply in full force per applicable City standards in effect at the time of the future action.
3. Owner does hereby agree to hold the City harmless in the event that there is a water or sewer service problem on the Property as a result of the Water System or Sewer System.
4. Owner does hereby agree to hold the City harmless in the event of any damage to the premises, building, site, or any occupant thereof as a result of a blockage or malfunction of the Water System or Sewer System.
5. Owner agrees and acknowledges that if at such time in the future a condominium application or an application of its type is made to separate the ownership for the building located on the Property into multiple owners or ownership separation designations, the various units proposed at that time will require reconstruction of the Water System and Sewer System to provide separate water and sewer service laterals to each separate ownership unit. These separate water and sewer service laterals shall be constructed in accordance with the City standards in effect at the time of the request.
6. Owner agrees that if a proposed use or tenant requires a grease trap or other type of special treatment system for allowable discharge into the City sanitary sewer system, Sewer System will be modified to add such systems as deemed necessary by the City at time of building permit or business license application.

7. Miscellaneous

- a. Captions; Incorporation by Reference. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.
- b. Exhibits. Each of the Exhibits attached to this Agreement is hereby incorporated into this document as if set forth in full herein.
- c. Interpretation; Governing Law. This Agreement shall be construed as if prepared by all parties hereto. This Agreement shall be governed by and construed under the laws of the State of Utah.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF the Grantor hereto has executed this Agreement as of the date first above written.

OWNER:

[Handwritten Signature]  
(Signature)

TOM HEURTOOD - MULLYBOND APARTMENTS, LLC  
(Printed Name)

Manager  
(Title)

\_\_\_\_\_  
(Signature)

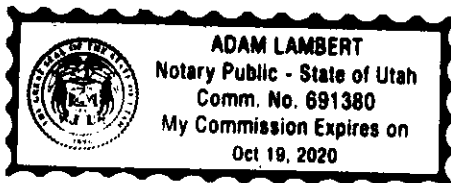
\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**ACKNOWLEDGMENT**

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

On the 5 day of APRIL, 2018, before me personally appeared TOM HEURTOOD and \_\_\_\_\_, Owner(s) of said Property, as (individuals and/or authorized representatives of a company), and acknowledged to me that such individuals or company executed the within instrument freely of their own volition and pursuant to the articles of organization where applicable.



Notary Public [Handwritten Signature]

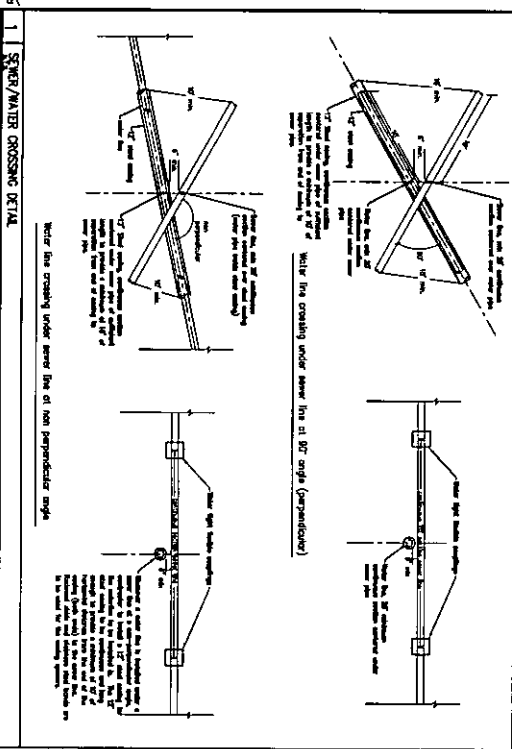
Exhibit A  
Legal Descriptions

Millpond Apartments Parcel "A"

Beginning at a point which is 1450.72 feet S89°53'30"E along the south line of said Section 15 and 499.92 feet North from the Southeast corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base & Meridian; Thence N02°55'30"E 48.87 feet; thence N07°35'43"E 179.04 feet; thence N09°45'00"E 33.01 feet; thence N14°03'33"E 31.36 feet; thence S02°36'30"W 265.47 feet; thence 40.71 feet along a non-tangent 25 foot curve to the left, chord bearing S48°41'48"W 36.32 feet to the point of beginning. (area = 4388 sqft)

Millpond Apartments Parcel "B"

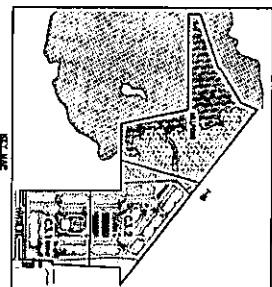
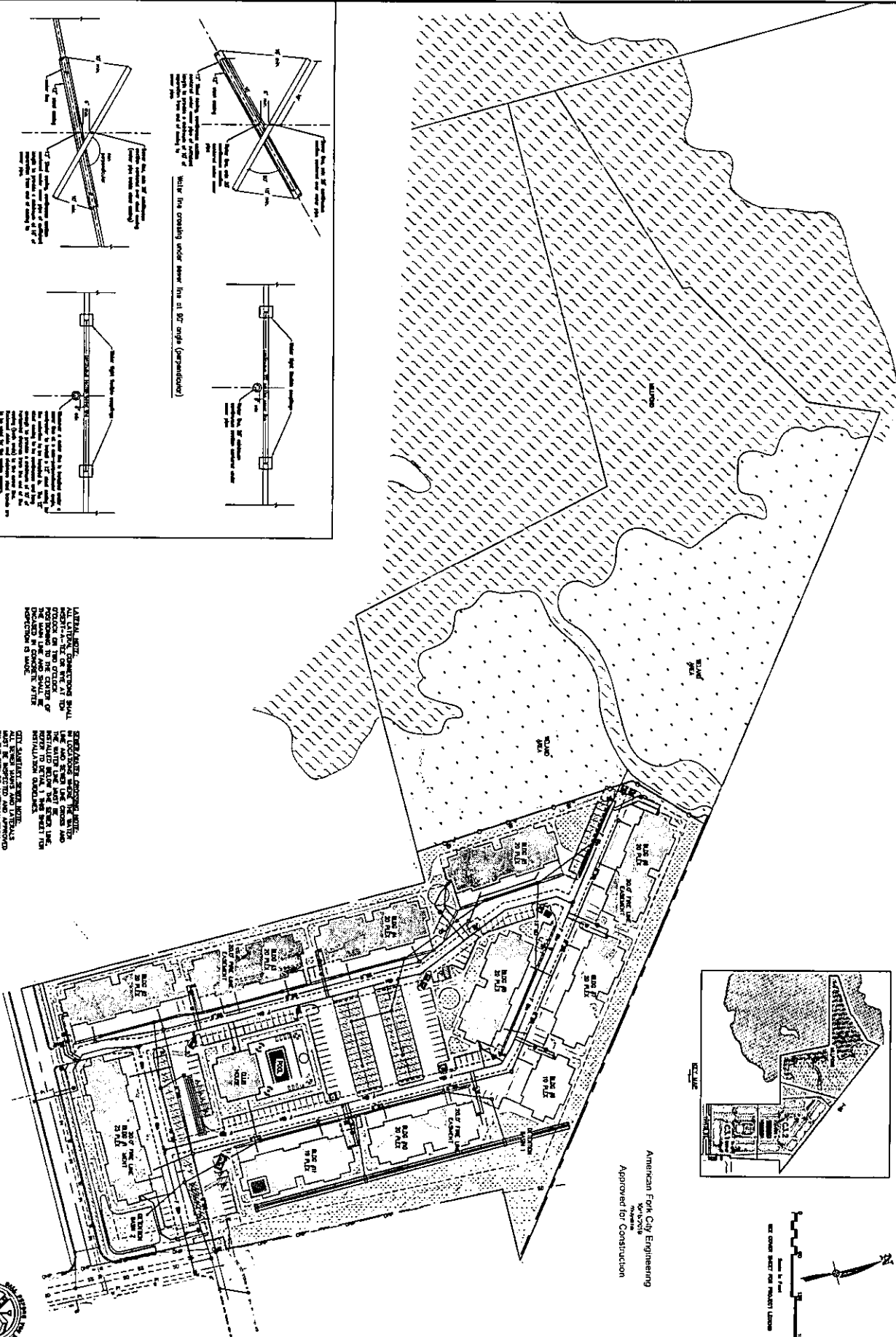
Beginning at a point which is 1544.00 feet S89°53'30"E along the south line of said Section 15 and 908.26 feet North from the Southeast corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base & Meridian; Thence N31°17'46"E 2.56 feet; thence N35°36'19"E 31.74 feet; thence S52°00'41"E 46.65 feet; thence N89°16'06"W 56.58 feet to the point of beginning. (area = 802 sqft)



Water line crossing under sewer line at non perpendicular angle

Water line crossing under sewer line at 90° angle (perpendicular)

**GENERAL NOTES:**  
 1. ALL UTILITIES SHALL BE DEEPENED TO THE PROPOSED GRADE OF THE STREET OR SIDEWALK AND SHALL BE REINSTALLED TO THE ORIGINAL GRADE AFTER CONSTRUCTION IS COMPLETE.  
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American Fork City Engineering  
 Approved for Construction

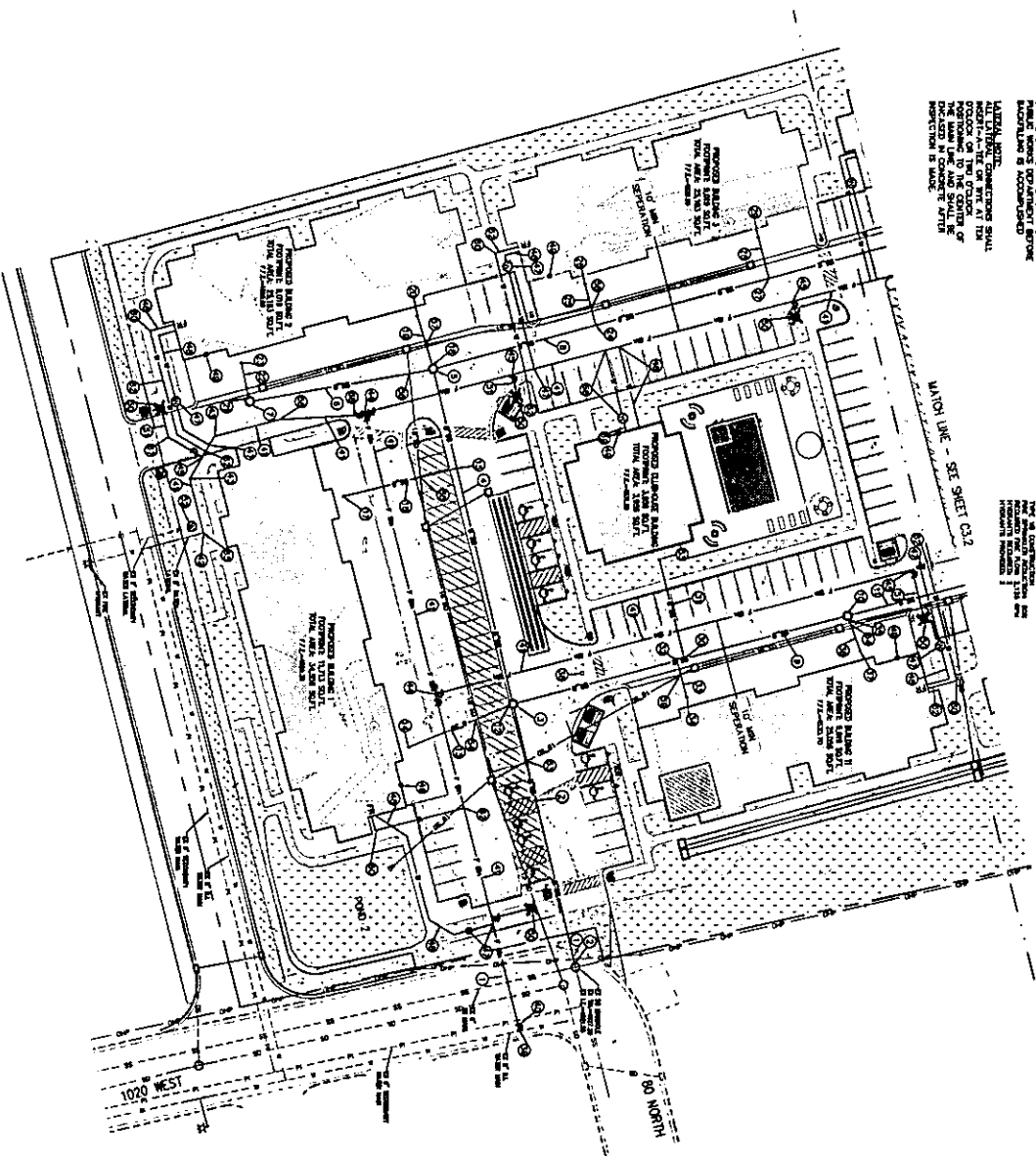


**MILLPOND APARTMENTS**  
 79 NORTH 1020 WEST, AMERICAN FORK CITY, UT 84003  
**OVERALL UTILITY PLAN**

**CIR**  
 ENGINEERING, L.L.C.  
 3032 SOUTH 1030 WEST, SUITE 202  
 S.C. UTAH 84118 - 801-548-8298

NO.	REVISIONS	BY	DATE

SECTION: 03.0  
 PROJECT NO: 12205  
 DATE: 12/20/20

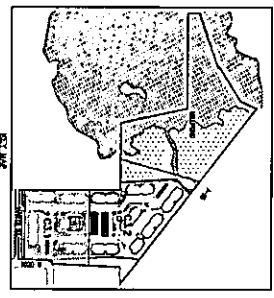


GENERAL NOTES:  
 1. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SALT LAKE COUNTY SPECIFICATIONS FOR UTILITIES.  
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF SALT LAKE COUNTY.  
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
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American Fork City Engineering  
 3032 SOUTH 1030 WEST, SUITE 202  
 SALT LAKE CITY, UT 84119  
 Approved for Construction



PROJECT OF DATE  
 10/29/19  
 SHEET NO.  
 C3.1

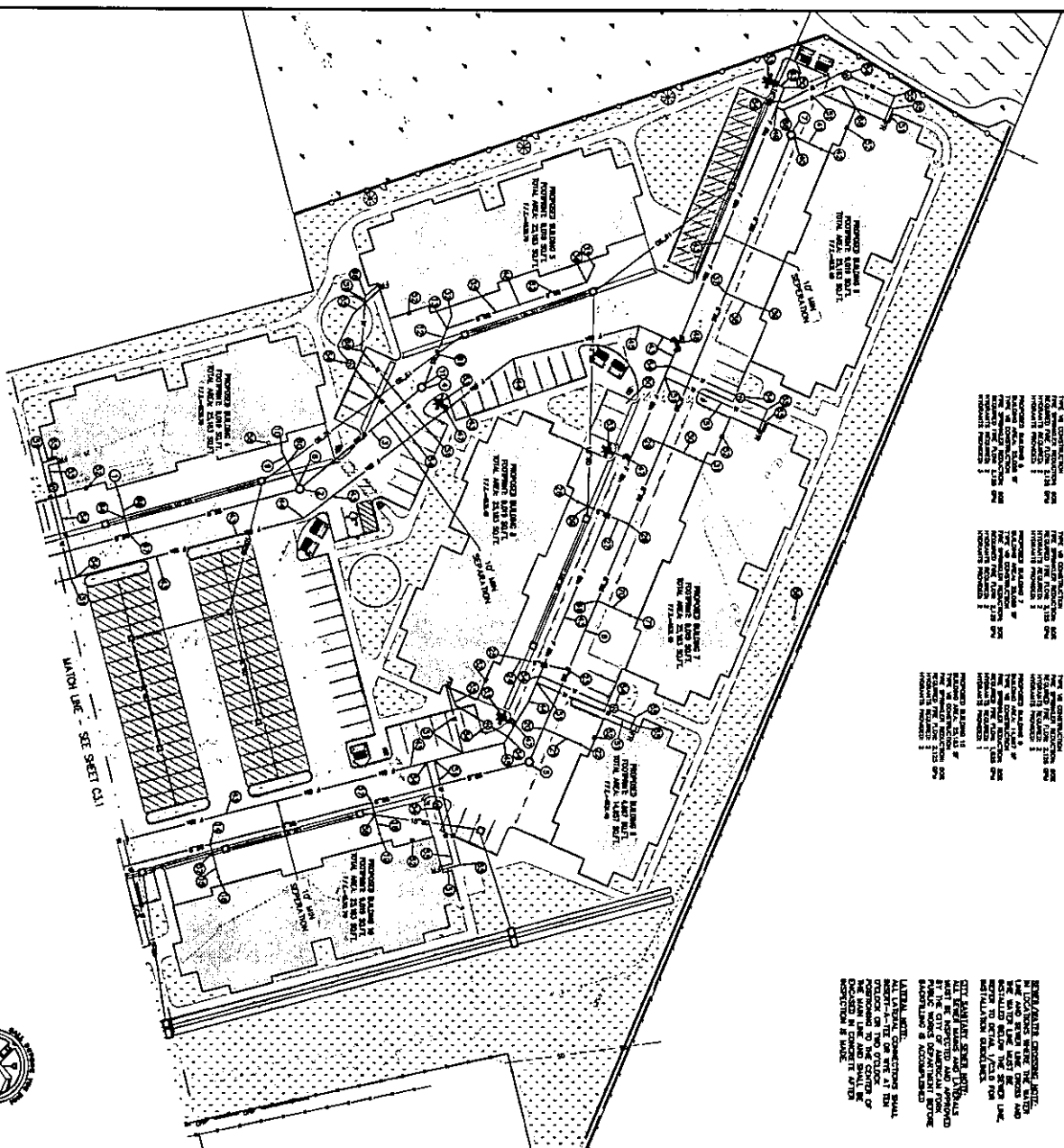


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 UTILITY PLAN

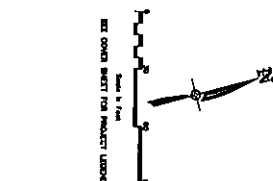
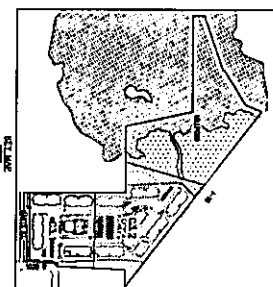
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NO.	REVISIONS	BY	DATE



- PROPOSED APARTMENT 1: THE PLAN SHALL BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT'S STANDARD SPECIFICATIONS FOR UTILITY CONSTRUCTION. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT'S STANDARD SPECIFICATIONS FOR UTILITY CONSTRUCTION.
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 S.C. UT 84118 - 801-946-8286

PROJECT NO. C3.2  
 SHEET NO. 15-3  
 APPROVED BY DATE  
 PROJECT ENGINEER: [Signature]

NO.	REVISIONS	BY	DATE