

RECORDING REQUESTED
WHEN RECORDED MAIL TO:

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



ENT 42675:2022 PG 1 of 9
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Apr 05 3:15 pm FEE 0.00 BY TM
RECORDED FOR AMERICAN FORK CITY

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 FEBRUARY, 2022 (the "Effective Date"), by JACOB HOGAN / DEER PARK, LLC, a LIMITED LIABILITY 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 potentially serving 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 2-inch water line potentially serving 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 Code 17.5.131 (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 defend, indemnify, hold harmless, and insure the City against any and all damages, expenses or liabilities resulting from or arising out of a blockage or malfunction of the Water System or Sewer System, including damage to the premises, building, site, or any occupant thereof.
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 the 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: _____
 (Signature) *Jacob M Horan*

_____ *Jacob M Horan*
 (Printed Name)

_____ *MANAGER*
 (Title)

 (Signature)

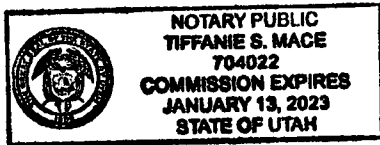
 (Printed Name)

 (Title)

ACKNOWLEDGMENT

STATE OF UTAH)
) : ss.
 COUNTY OF Utah)

On the 2nd day of February, 2022, before me personally appeared Jacob M Horan 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 *Tiffany S. Mace*

Exhibit A

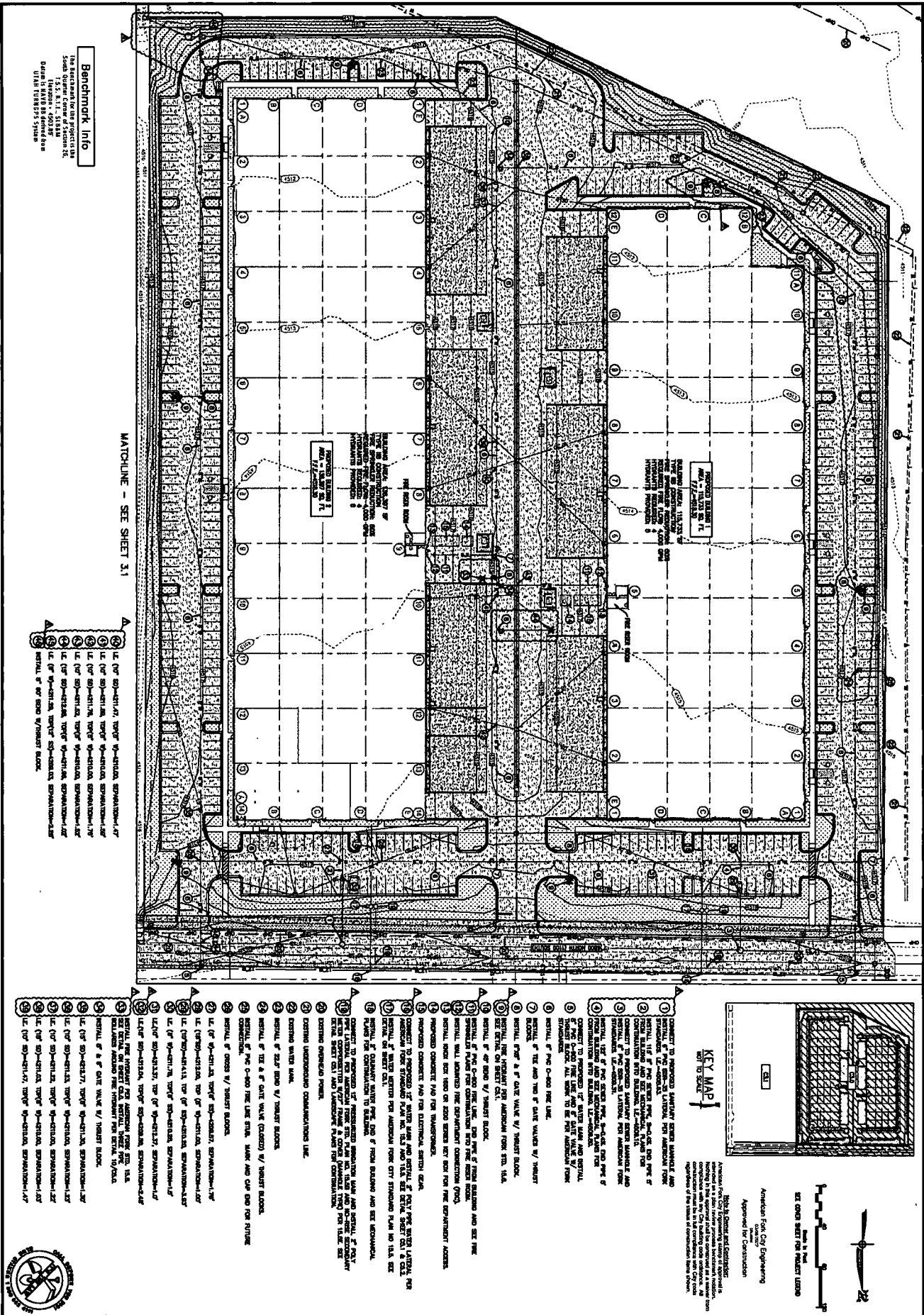
Deer Park Legal Description

A parcel of land being all or part of those three (3) entire tracts of land described as "Parcel 1" and "Parcel 2" in that Warranty Deed recorded July 1, 2021 as Entry No. 117663:2021 and that Warranty Deed recorded January 6, 2016 as Entry No. 1068:2016 in the Office of the Utah County Recorder. Said entire tract of land is located in the Southeast Quarter of Section 26, Township 5 South, Range 1 East, Salt Lake Base and Meridian and described as follows:

Beginning at the southwesterly corner of said "Parcel 2, which is 631.46 feet S. 89°00'19" E. along a monument line and 1970.35 feet North from a Reference Monument to the South Quarter Corner of said Section 26; said point also being 548.06 feet S. 89°48'53" E. along the Section line and 1899.49 feet North from said South Quarter Corner of Section 26; thence N. 00°28'09" E. 702.30 feet (Record = North 0°28'0" East 705.33 feet) along the westerly boundary line of said entire tract and extension thereof; thence S. 89°12'49" E. (Record = South 89°15'0" East) 738.72 feet to an existing fence; thence S. 00°24'46" W. (Record = South 0°27'17" West) 876.09 feet along said existing fence; thence N. 89°59'51" W. (Record = West 345.9 feet) 346.23 feet along southerly boundary line of said "Parcel 1"; thence N. 64°51'27" W. 432.87 feet (Record = North 64° 51'36" W 435 feet) along the southwesterly boundary line of said "Parcel 2" to the **Point of Beginning**.

The above-described parcel of land contains 615,124 sq. ft. in area or 14.121 acres, more or less. Two (2) Lots.

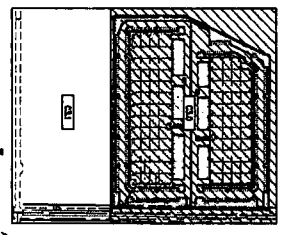
Exhibit B



Benchmark Info
 1.5.1 N.T. 1.51848
 South Quarter Corner of Section 32,
 Township 37N, Range 10E, Meridian 11W,
 UTM TOWERS SYSTEM

MATCHLINE - SEE SHEET 3.1

- 1. 1" OF 30" DIA. VERTICAL SEPARATION
- 2. 1" OF 30" DIA. VERTICAL SEPARATION
- 3. 1" OF 30" DIA. VERTICAL SEPARATION
- 4. 1" OF 30" DIA. VERTICAL SEPARATION
- 5. 1" OF 30" DIA. VERTICAL SEPARATION
- 6. 1" OF 30" DIA. VERTICAL SEPARATION
- 7. 1" OF 30" DIA. VERTICAL SEPARATION
- 8. 1" OF 30" DIA. VERTICAL SEPARATION
- 9. 1" OF 30" DIA. VERTICAL SEPARATION
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- 26. 1" OF 30" DIA. VERTICAL SEPARATION
- 27. 1" OF 30" DIA. VERTICAL SEPARATION
- 28. 1" OF 30" DIA. VERTICAL SEPARATION
- 29. 1" OF 30" DIA. VERTICAL SEPARATION
- 30. 1" OF 30" DIA. VERTICAL SEPARATION
- 31. 1" OF 30" DIA. VERTICAL SEPARATION



KEY MAP
 NOT TO SCALE

North Arrow and Graphic Scale:
 1" = 100'

Scale: 1" = 100'

1" COVER SHEET FOR PROJECT LEGEND

1 CITY CONDUIT
 2 UNDERGROUND CONDUIT
 3 MULTIPLE CONDUIT
 4 FIBER OPTIC RIBBON OPTIC
 5 MULTIPLE OPTIC

NO REVISIONS BY DATE

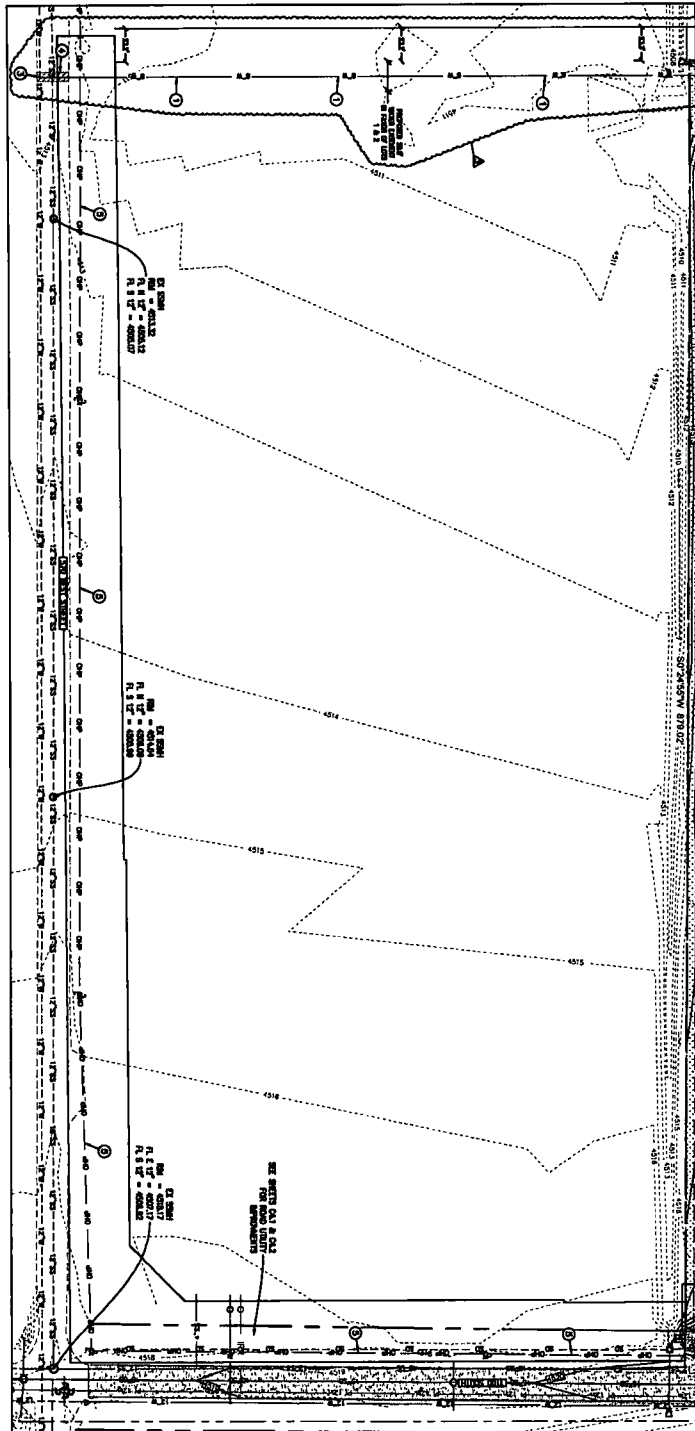
REVISIONS PROJECT ENGINEER: EDT



DEER PARK
 9 WEST & 42 EAST 1100 SOUTH, AMERICAN FORK, UTAH
UTILITY PLAN

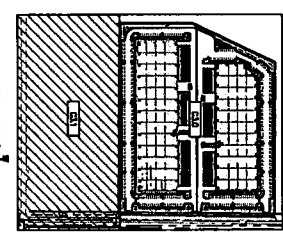
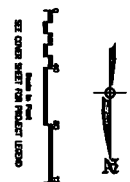
CIVIL ENGINEERING + SURVEYING
 3032 SOUTH 1030 WEST, SUITE 202
 SLC, UTAH 84115 - 801-948-6286

NO.	REVISIONS	BY	DATE
1	CITY CONDUIT	EDT	07/26/21
2	UNDERGROUND CONDUIT	EDT	07/26/21
3	MULTIPLE CONDUIT	EDT	07/26/21
4	FIBER OPTIC RIBBON OPTIC	EDT	07/26/21
5	MULTIPLE OPTIC	EDT	07/26/21



MATCHLINE SEE SHEET C3.0

Benchmark Info
 State Plane North American Datum of 1983
 155 N.H. - 45184M
 Datum to NAD 83 derived from
 UTM TRANSFORM SYSTEM



- 1 INSTALL OF PVC 6-000 FIRE LINE
- 2 NOT USED
- 3 CONCRETE FLOORING OF WATER MAIN (NOT SHOWN) TO EXISTING UTILITY MAINS
- 4 LANE AND INSTALL OF GATE VALVE BY TRENCH & LAYDOWN. ALL WORK TO BE DONE PER AMERICAN ROAD STANDARDS.
- 5 SAME CUT EXISTING ASPHALT TO EXISTING UTILITY MAIN TO BE DONE PER AMERICAN ROAD STANDARDS.
- 6 EXISTING OVERHEAD POWER.

Approved for Construction
 American Fork City Engineering
 [Signature]
 [Title]

Professional Engineer
 [Signature]
 [Title]

Approved for Construction
 [Signature]
 [Title]



SHEET NO.
C3.1

PROJECT PI DATE
 11/16/21 11/29/21

PL. NAME
 UTILITY



DEER PARK
 9 WEST & 42 EAST 1100 SOUTH, AMERICAN FORK, UTAH
UTILITY PLAN

CIR CIVIL ENGINEERING + SURVEYING
 3032 SOUTH 1030 WEST, SUITE 202
 SLC, Utah 84119 - 501-649-6299

NO.	REVISIONS	BY	DATE
1	CITY COMMENTS		NOV 15/21
2	MANUFACTURING CORRECTIONS		NOV 15/21
3	MATCHLINE UPDATE		NOV 15/21
4	ROAD CROSS SECTION UPDATE		NOV 15/21
5	MATCHLINE UPDATE		NOV 15/21

DESIGNER: RWB PROJECT ENGINEER: BDT