

0/10

RECORDING REQUESTED
WHEN RECORDED MAIL TO:

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



ENT 105764:2021 PG 1 of 16
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Jun 09 3:24 pm FEE 0.00 BY JR
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 20th day of March, 20 20 (the "**Effective Date**"), by Villas at Aspen Meadows, LLC, a Nevada 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 8 -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.

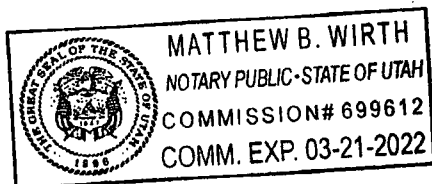
OWNER: Villas at Aspen Meadows, LLC
A Nevada Limited Liability Company


(Signature)
CHRIS WEBB
(Printed Name)
MANAGER
(Title)

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF Utah)

On the 24 day of March, 2020, before me personally appeared CHRIS WEBB 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

Exhibit A**Legal Description**

A parcel of land lying and situate in the Northeast Quarter of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian. Comprising 15.08 acres, 9.02 acres of Utah County Tax Parcel 13-062-0093 and the 6.06 acre remainder portion of Utah County Tax Parcel 13-062-0094. Basis of Bearing for subject description being South 45°01'56" East 3791.23 feet measured between the Utah County Survey brass cap monuments marking the North Quarter Corner and the East Quarter Corner of said Section 25. Subject parcel being more particularly described as follows:

Commencing at the North Quarter corner of said Section 25, thence South 89°35'49" East 1330.14 feet coincident with the calculated north line of said Northeast Quarter Section; Thence SOUTH 798.25 feet to a point on that particular Agreement Line described in that certain Boundary Line Agreement recorded January 19, 1994 as Entry #4974 and the TRUE POINT OF BEGINNING;

Thence North 00°41'59" East 623.95 feet to a point on the south right of way line of Quality Drive, (Vest Road Dedication, Entry #54716:2019, Map #16589 of the Utah County Records); Thence South 89°48'07" East 911.43 feet coincident with said south right of way line to the point of intersection with 860 East Street as per said Vest Road Dedication; Thence South 00°54'51" East 797.23 feet coincident with said West right of way line; Thence South 89°46'14" West 479.33 feet to a point on that particular Agreement Line described in that certain Parcel Boundary Line Adjustment Agreement and Quit Claim Deed recorded October 29, 2020 as entry #170744:2020; Thence the following two calls coincident with said Agreement line: 1) North 00°55'43" West 181.16 feet, and 2) South 89°38'19" West 449.50 feet to the point of beginning.

EXHIBIT B

Building/Site Utility Map



ARCH | NEXUS

Architectural NEXUS, Inc.
2505 East Parkway Way
Salt Lake City, Utah 84109
T 801.234.6500
http://www.archnexus.com

Original drawings remain the property of the Architect and as such the Architect retains total ownership and control. The design represented by these drawings is sold to the client for a one time use, unless otherwise agreed upon in writing by the Architect. © Architectural Nexus, Inc. 2014



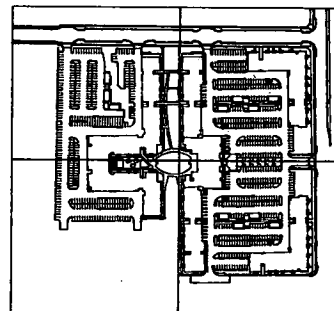
THE RITCHIE GROUP
AMERICAN FORK 860 APARTMENTS
860 EAST QUALITY DRIVE,
AMERICAN FORK, UTAH 84003

LEGEND

- W — W — EXISTING WATER LINE
- S — S — EXISTING FIRE HYDRANT
- S — S — EXISTING SANITARY SEWER
- SD — SD — EXISTING SANITARY SEWER MANHOLE
- SD — SD — EXISTING STORM DRAIN
- SD — SD — EXISTING STORM DRAIN STRUCTURES
- COM — COM — EXISTING COMMUNICATION
- UGE — UGE — EXISTING UNDER GROUND POWER
- OHE — OHE — EXISTING OVERHEAD POWER
- W — W — PROPOSED WATER LINE
- S — S — PROPOSED FIRE HYDRANT
- S — S — PROPOSED SANITARY SEWER
- SD — SD — PROPOSED SANITARY SEWER MANHOLE
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- SD — SD — PROPOSED STORM DRAIN STRUCTURES
- G — G — PROPOSED GAS METER
- FD — FD — PROPOSED FOUNDATION DRAIN
- PI — PI — PRESSURIZED IRRIGATION
- — — — — PROPOSED DITCH

NOTES:

1. ALL SEWER LINES WITHIN THIS DEVELOPMENT ARE PRIVATELY OWNED AND MAINTAINED UP TO THE CONNECTION TO THE CITY SYSTEM IN THE PUBLIC RIGHT OF WAY.
2. ALL WATER MAIN LINES SERVING FIRE HYDRANTS ARE OWNED AND MAINTAINED BY CITY UP TO AND INCLUDING THE WATER METERS.
3. EXISTING UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR TO VERIFY LOCATIONS AND ELEVATIONS.
4. ALL IMPROVEMENTS IN 860 EAST STREET AND IN QUALITY DRIVE ARE SHOWN ON SEPARATE DRAWINGS SET.



Date Revision



PERMIT SET

NEXUS PROJ #: 630
CHECKED BY: ALN
DATE: 11.20.2020

UTILITY PLAN

C4

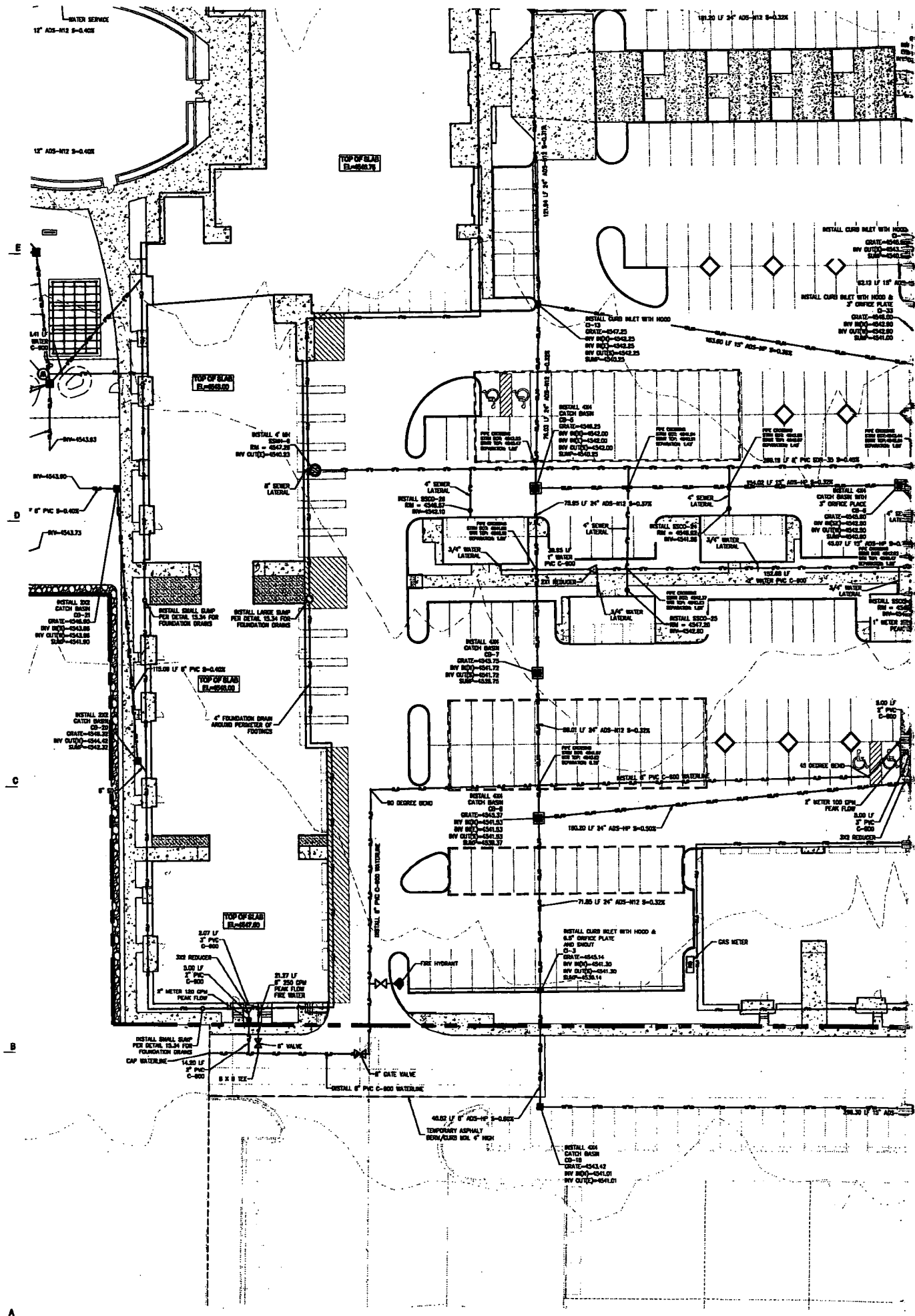


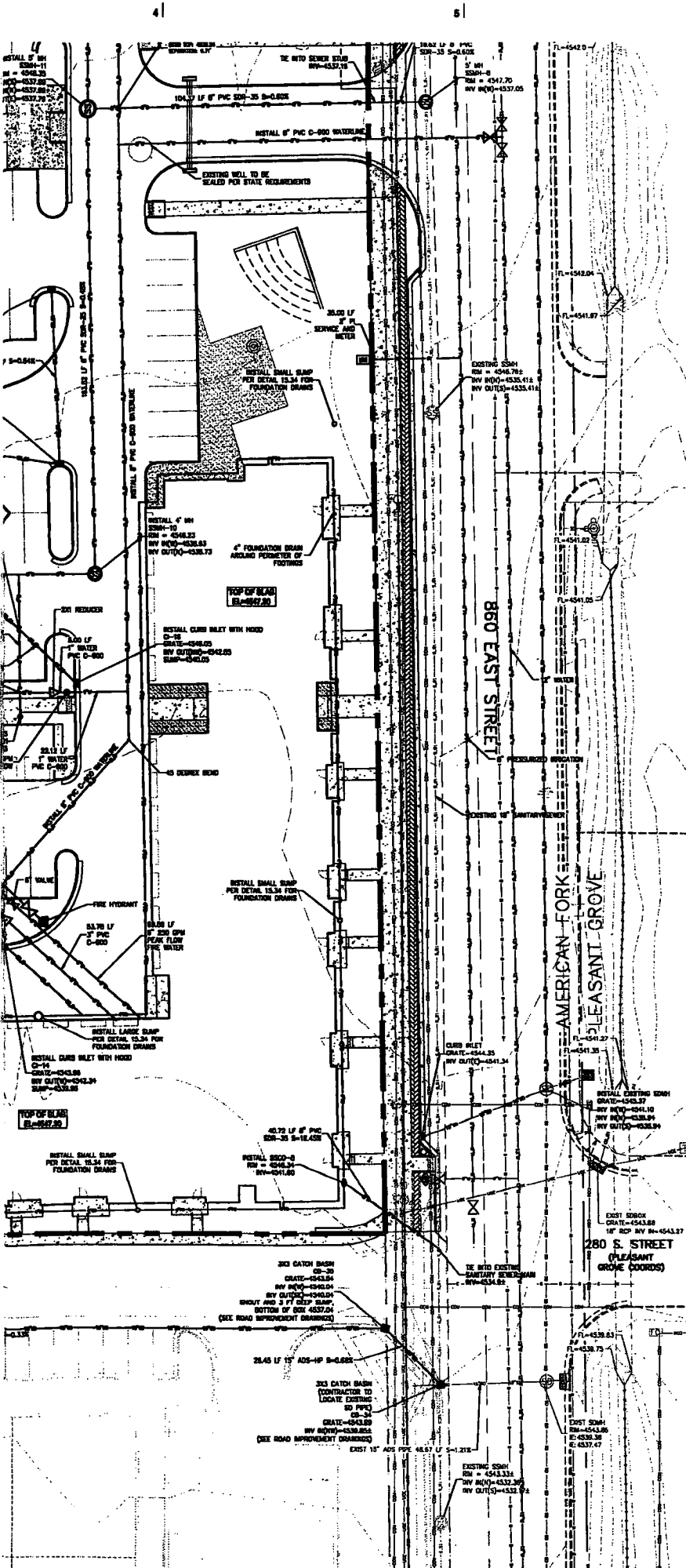
SCALE OF FEET
FULL SIZE (30X42) 1"=40'





C4a





LEGEND

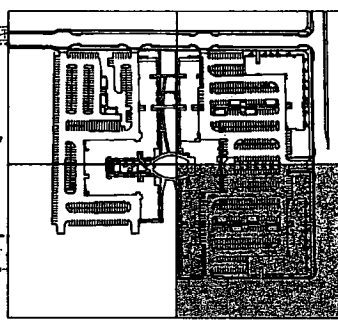
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- — — — — PROPOSED DITCH

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20 0 20 40
SCALE OF FEET
FULL SIZE (30X42) 1"=20'



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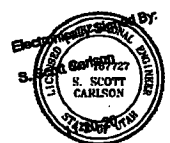
Architectural NEXUS, Inc.
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http://www.archnexus.com

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THE RITCHIE GROUP
AMERICAN FORK 860 APARTMENTS
860 EAST QUALITY DRIVE,
AMERICAN FORK, UTAH 84003

Date Revision



PERMIT SET

NEXUS PROJ. #: 880
CHECKED BY: ALN
DRAWN BY: ALN
DATE: 11.20.2020

**UTILITY PLAN
QUADRANT 2**

C4b





**Know what's below.
Call before you dig.**

