



RECORDING REQUESTED  
WHEN RECORDED MAIL TO:

ENT 188881:2020 PG 1 of 8  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2020 Nov 30 10:26 am FEE 40.00 BY MA  
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 21 day of September, 2020 (the "Effective Date"), by 02 AF EAST, LLC, a (company / individual) (herein after referred to as the "Owner").

**R E C I T A L S**

- 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 a 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.

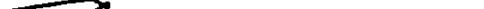
**OWNER:**



(Signature)

Greg Rindfussbauer  
(Printed Name)

Manager  
(Title)



John B. Smith

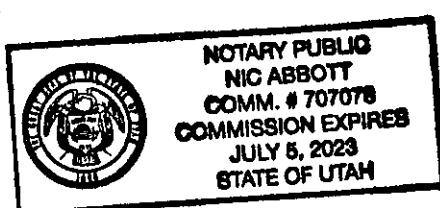
Shon Rindlisbacher  
(Printed Name)

(Title)

## ACKNOWLEDGMENT

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

On the 21 day of SEPTEMBER, 2020, before me personally appeared LESLIE ENDLUBBEYER and HON PINDOUR BACHES, 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

Mr Abbott

## Exhibit A

**Legal Description:** COM N 89 DEG 35' 45" W 1326.32 FT & N 60.73 FT FR SE COR. SEC. 24, T5S, R1E, SLB&M.; S 82 DEG 14' 24" W 89.2 FT; N 89 DEG 26' 51" W 588.5 FT; N 89 DEG 47' 54" W 150.04 FT; N 0 DEG 26' 49" E 44.96 FT; N 0 DEG 47' 6" E 143.49 FT; N 0 DEG 29' 8" E 343.65 FT; S 88 DEG 56' 0" E 604.99 FT; ALONG A CURVE TO R (CHORD BEARS: S 84 DEG 40' 52" E 177.96 FT, RADIUS = 1200 FT); S 80 DEG 25' 43" E 122.13 FT; S 9 DEG 35' 42" W 484.96 FT TO BEG. AREA 10.386 AC.

**Utah County Parcel Map**

Print

130590118  
 (Enter address or property number. Click the red dots to see property contours.)

Find Parcel(s)

Street: 620 S 700 E  
 American Fork  
 Find Address

Section: Township: Range:

Aerial Images  Parcels  Persons For Aerial Images  Parcel Cadastral  Section, Township, Range  History: Present  Base Map  Serial Letters for Transparency  Change Layer Transparency  Show the parcels dated on a given date.

6/24/2020

**Measurement**

13:059.0118 OZAF EAST LLC  
 575 S EAST - AMERICAN FORK  
 Value: \$1,980,300 -- 3.94 acres  
 Entry# 436503019

Value: \$3,008,300 -- 10.92 acres  
 Entry# 438802019

13:059.0119 OZAF EAST LLC  
 575 S EAST - AMERICAN FORK  
 Value: \$4,747,000 -- 1.45 acres  
 Entry# 436503019

13:059.0113 STUART FARM LLC  
 Value: \$1,026,900 -- 3.85 acres  
 Entry# 438272019

**GIS Division of the Utah County Information Systems Dept | Utah County**

This on-line parcel map is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey.



