



ENT 25732:2022 PG 1 of 7  
 ANDREA ALLEN  
 UTAH COUNTY RECORDER  
 2022 Feb 28 1:58 pm FEE 0.00 BY CH  
 RECORDED FOR AMERICAN FORK CITY

RECORDING REQUESTED  
 WHEN RECORDED MAIL TO:

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 19 day of November, 2021 (the "Effective Date"), by Walton Lane Townhomes Q07B, 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 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:

*Nathan W. Pugsley*  
(Signature)

Nathan W. Pugsley  
(Printed Name)

Manager for Walton Lane Townhomes Q02B, LLC  
(Title)

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

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

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

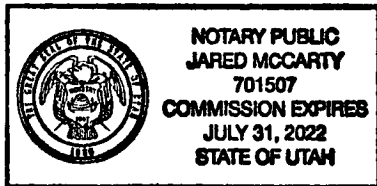
**ACKNOWLEDGMENT**

STATE OF UTAH )

: ss.

COUNTY OF Utah )

On the 19 day of November, 2021, before me personally appeared Nathan W. Pugsley 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

*J. McCarty*

JULY 31, 2022



**DESCRIPTION**

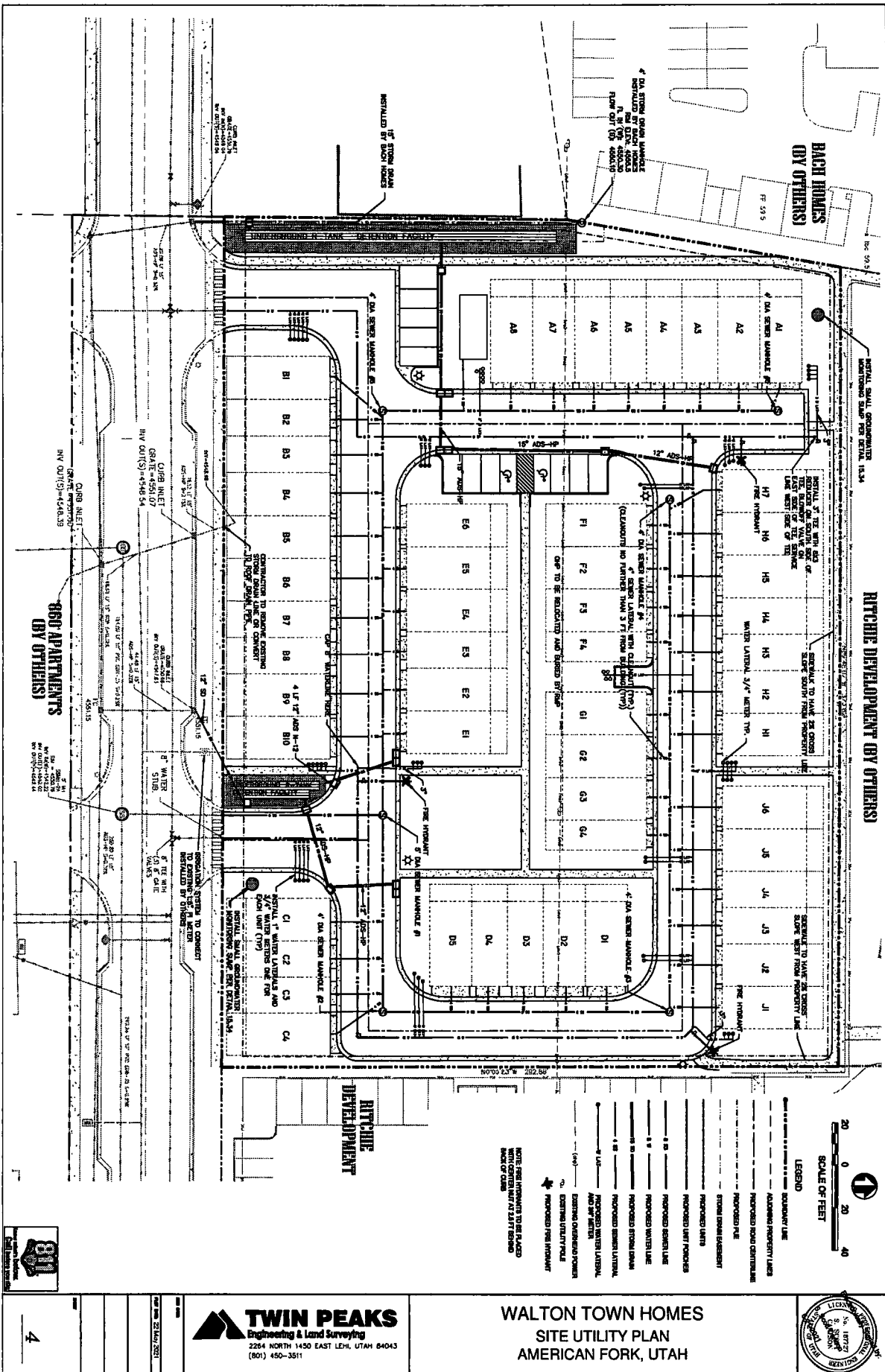
A PARCEL OF LAND LYING AND SITUATE IN THE NORTHEAST QUARTER OF SECTION 25 AND THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE AND MERIDIAN, COMPRISING 2.63 ACRES PER WARRANTY DEED RECORDED AS ENTRY 184739:2020 IN THE OFFICE OF THE UTAH COUNTY RECORDER. BASIS OF BEARING 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 1339.53 FEET TO A POINT ON A SURVEYED BOUNDARY (SURVEYING ASSOCIATES, FILE #91-85 AT THE UTAH COUNTY SURVEYOR'S OFFICE) AND THE TRUE POINT OF BEGINNING.

THENCE ALONG SAID SURVEY BOUNDARY LINE THE FOLLOWING 2 COURSES: 1) NORTH 00° 29' 02" EAST 38.14 FEET, 2) NORTH 00° 30' 38" EAST 22.57 FEET; THENCE NORTH 09° 35' 42" EAST 131.64 FEET; THENCE SOUTH 89° 48' 07" EAST 373.82 FEET; THENCE SOUTH 00° 09' 23" EAST 292.88 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF QUALITY DRIVE (PER VEST ROAD DEDICATION PLAT, ENTRY 54716:2019 UTAH COUNTY RECORDER); THENCE COINCIDENT WITH SAID R.O.W. NORTH 89° 48' 07" WEST 397.69 FEET TO SAID SURVEYED BOUNDARY LINE; THENCE COINCIDENT WITH SAID SURVEYED BOUNDARY LINE NORTH 00° 29' 02" EAST 102.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.63 ACRES 114,677 SQ. FT.

Exhibit B



BACH HOMES (BY OTHERS)

APARTMENT DEVELOPMENT (BY OTHERS)

860 APARTMENTS (BY OTHERS)



**WALTON TOWN HOMES**  
 SITE UTILITY PLAN  
 AMERICAN FORK, UTAH

**TWIN PEAKS**  
 Engineering & Land Surveying  
 2264 NORTH 1450 EAST LEHI, UTAH 84043  
 (801) 450-3511

