



ENT 153225:2021 PG 1 of 7  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2021 Sep 02 10:51 am FEE 0.00 BY JG  
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 18 day of March, 2021 (the "Effective Date"), by MWIC Turner Road UT, LLC, a Utah limited liability company, and MWIC Parkway UT, LLC, a Utah 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:

*Jason E Tokarski*  
(Signature)

JASON E TOKARSKI  
(Printed Name)

MEMBER  
(Title)

*Jason E Tokarski*  
(Signature)

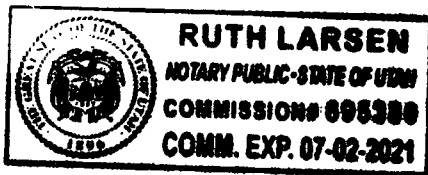
JASON E TOKARSKI  
(Printed Name)

MEMBER  
(Title)

ACKNOWLEDGMENT

STATE OF UTAH )  
 : ss.  
COUNTY OF Salt Lake )

On the 18 day of March, 2021, before me personally appeared Jason E Tokarski and Member Jason E Tokarski 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.



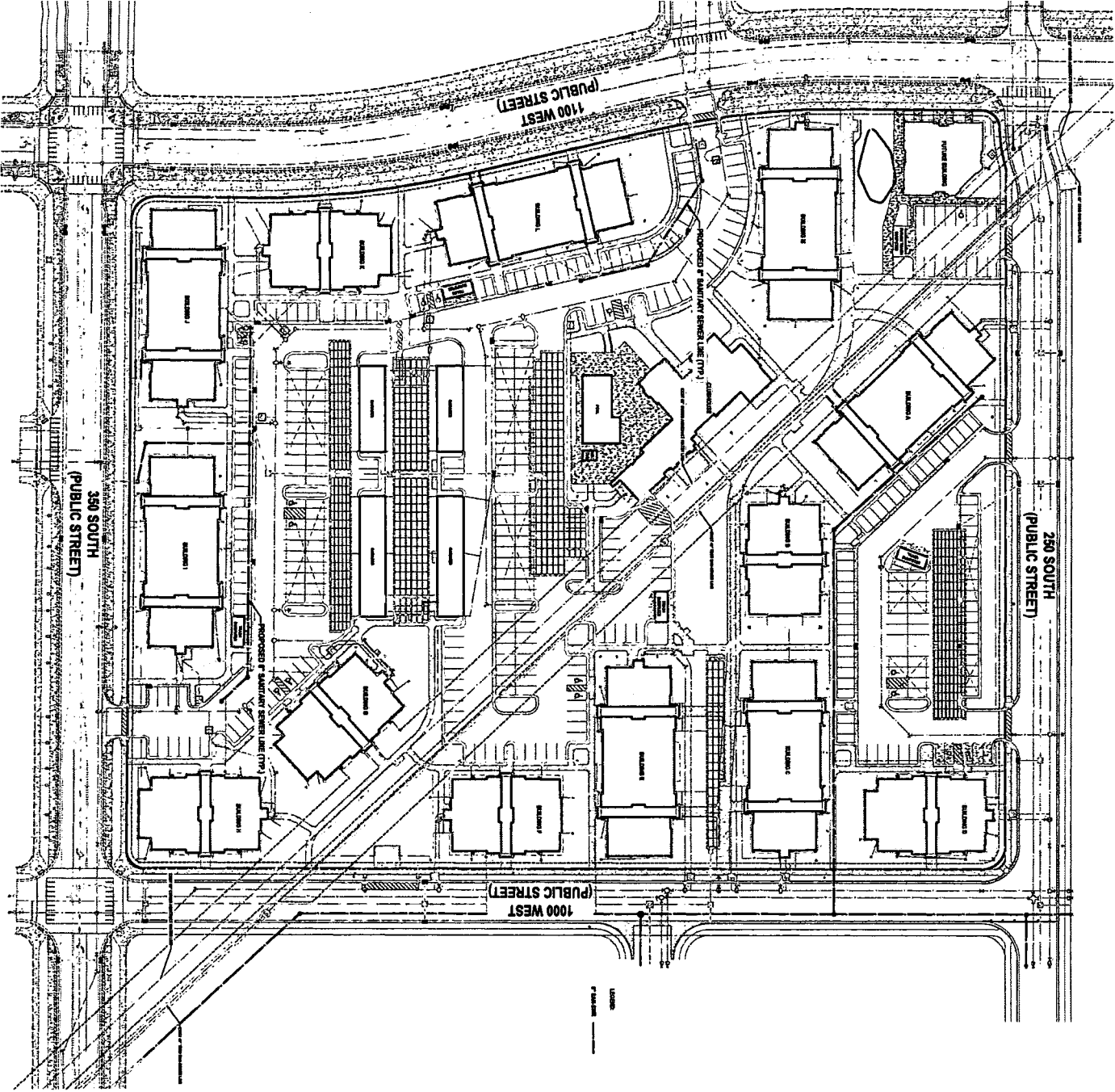
Notary Public *Ruth Larsen*

## EXHIBIT A: Legal Description

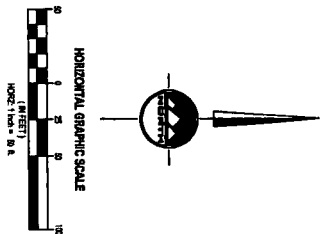
Beginning at a point being North 89°59'22" East, 1,195.73 feet along section line and South 45.03 feet from the West Quarter Corner of Section 22, Township 5 South, Range 1 East Salt Lake Base & Meridian, and running;

thence Northwesterly 31.53 feet along the arc of a 20.00 foot radius curve to the right (center bears North 00°36'30" East and the chord bears North 44°13'28" West 28.37 feet with a central angle of 90°20'03");  
 thence North 00°56'33" East 78.13 feet;  
 thence Northwesterly 187.86 feet along the arc of a 792.00 foot radius curve to the left (center bears North 89°03'27" West and the chord bears North 05°51'10" West 187.42 feet with a central angle of 13°35'26");  
 thence North 12°38'53" West 163.84 feet;  
 thence Northwesterly 167.94 feet along the arc of a 708.00 foot radius curve to the right (center bears North 77°21'07" East and the chord bears North 05°51'10" West 167.54 feet with a central angle of 13°35'26");  
 thence North 00°56'33" East 114.14 feet;  
 thence Northeasterly 31.19 feet along the arc of a 20.00 foot radius curve to the right (center bears South 89°03'27" East and the chord bears North 45°37'01" East 28.12 feet with a central angle of 89°20'56");  
 thence South 89°42'31" East 600.72 feet;  
 thence Southeasterly 31.52 feet along the arc of a 20.00 foot radius curve to the right (center bears South 00°17'29" West and the chord bears South 44°33'18" East 28.36 feet with a central angle of 90°18'26");  
 thence South 00°35'56" West 712.78 feet;  
 thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 89°24'05" West and the chord bears South 45°36'13" West 21.21 feet with a central angle of 90°00'35");  
 thence North 89°23'30" West 529.44 feet to the point of beginning.

Contains 450,463 Square Feet or 10.341 Acres



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**SALT LAKE CITY**  
43 W. 1000 S., Suite 500  
Snoy, UT 84070  
Phone: 801.250.0259

**LATON**  
Phone: 801.547.1100

**TOOLE**  
Phone: 435.943.3590

**CEDAR CITY**  
Phone: 435.865.1453

**RICHFIELD**  
Phone: 435.889.2883

[WWW.ENRISHING.COM](http://WWW.ENRISHING.COM)

DATE: 08/14/2021  
DESIGNED BY: VENTURES  
DRAWN BY: SALT LAKE CITY  
CHECKED BY: SALT LAKE CITY  
PROJECT NO: 2021-0428

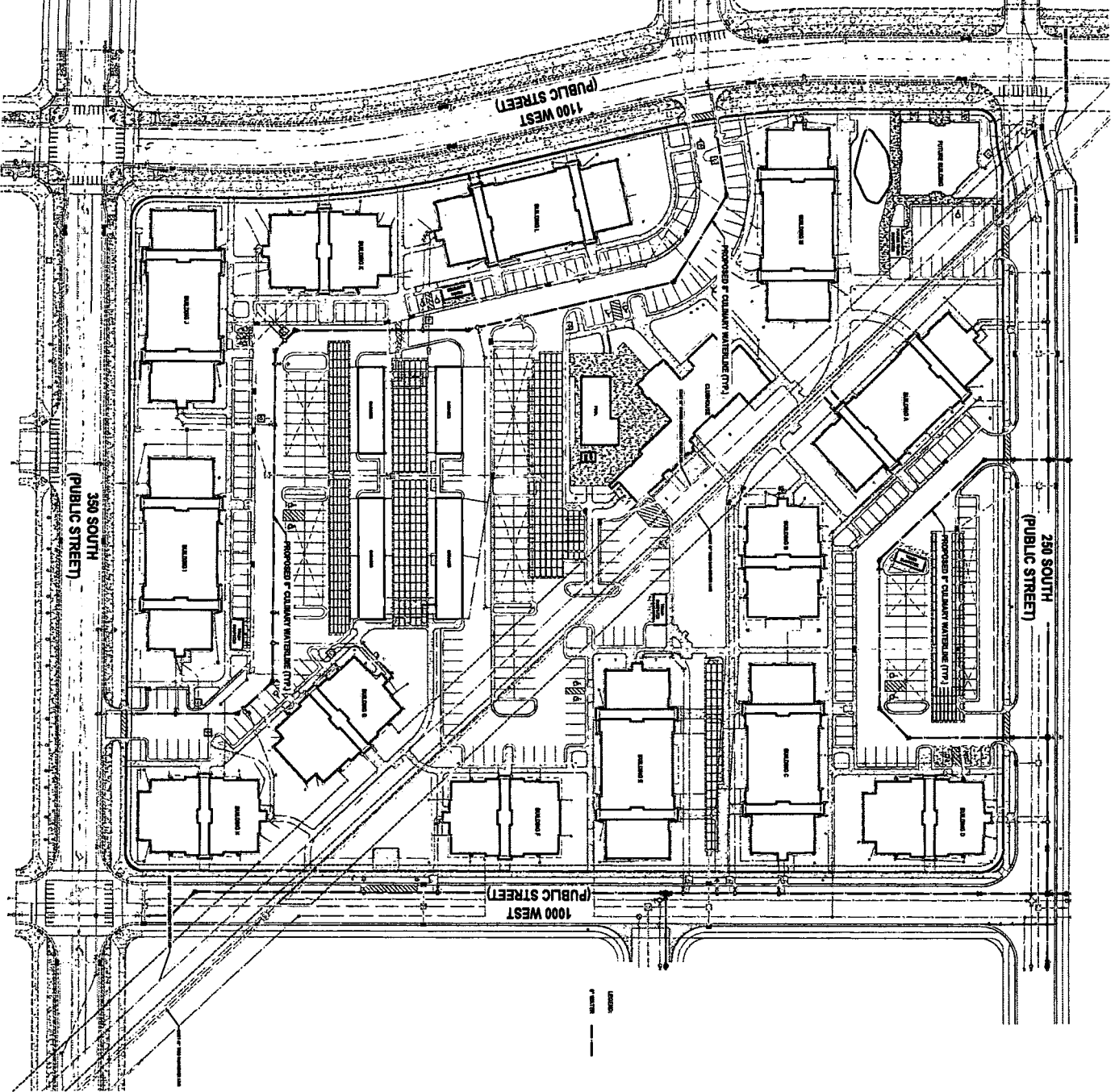
## KELTON APARTMENTS

301 SOUTH 1100 WEST  
AMERICAN FORK, UTAH

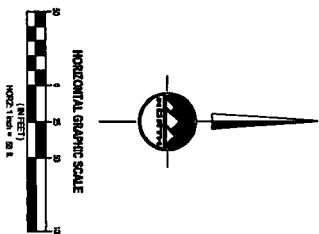
**SEWER SYSTEM  
PLAN EXHIBIT**

1. EXISTING SEWER LINES  
2. PROPOSED SEWER LINES  
3. PROPOSED 8\"/>

EX-B.1



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<p><b>EX-B.2</b></p>	<p><b>WATER SYSTEM PLAN EXHIBIT</b></p>	<p><b>KELTON APARTMENTS</b></p> <p>301 SOUTH 1100 WEST AMERICAN FORK, UTAH</p>	<p><b>WWW.ENRINEN.CO.COM</b></p> <p>ENRINEN ENGINEERS 225 WEST 80 S. STE. 10 SALT LAKE CITY, UT 84119 PHONE: 352-584-4833</p>	<p><b>SALT LAKE CITY</b> 45 W. 1000 S. Suite 500 Sandy, UT 84070 Phone: 801.255.0259</p>											
	<p><b>LAYTON</b> Phone: 801.547.1100</p> <p><b>TOOELE</b> Phone: 435.643.5590</p> <p><b>CEDEAR CITY</b> Phone: 435.651.1433</p> <p><b>RICHFIELD</b> Phone: 435.596.2883</p>	<p><b>REVISIONS</b></p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>08/11/2021</td> <td>ISSUED FOR PERMITTING</td> </tr> <tr> <td>2</td> <td>08/11/2021</td> <td>ISSUED FOR PERMITTING</td> </tr> <tr> <td>3</td> <td>08/11/2021</td> <td>ISSUED FOR PERMITTING</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	08/11/2021	ISSUED FOR PERMITTING	2	08/11/2021	ISSUED FOR PERMITTING	3	08/11/2021	ISSUED FOR PERMITTING	<p><b>DESIGNED BY</b> ENRINEN</p> <p><b>CHECKED BY</b> ENRINEN</p> <p><b>DATE</b> 11/2020</p>
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