

RECORDING REQUESTED  
WHEN RECORDED MAIL TO:

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

Tax ID No's: 13-044-0136, 13-044-0090, 13-044-0097, 13-065-0064 13-044-0138, 13-065-0053 and 13-044-0133

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 16 day of January, 20 19 (the "**Effective Date**"), by Woodside Homes of Utah 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 serving possible 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 serving possible 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.

**ACCOMMODATION  
RECORDING ONLY  
U.S. TITLE**

- E. Whereas American Fork City Ordinance 08-05-26-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 hold the City harmless in the event of any damage to the premises, building, site, or any occupant thereof as a result of a blockage or malfunction of the Water System or Sewer System.
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 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]

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IN WITNESS WHEREOF the Grantor hereto has executed this Agreement as of the date first above written.

OWNER:

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

Garrett B Seely  
\_\_\_\_\_  
(Printed Name)

Authorized Signer, Woodside Homes of Utah, LLC  
\_\_\_\_\_  
(Title)

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

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

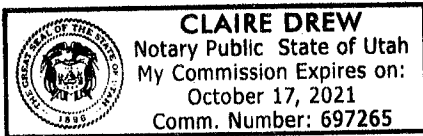
\_\_\_\_\_  
(Title)

**ACKNOWLEDGMENT**

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

On the 16 day of January, 2019, before me personally appeared Garrett B Seely 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

**Serial Number:** 13:044:0136

**Legal Description:** COM S 309.1 FT & E 571.3 FT FR W 1/4 COR. SEC. 23, T5S, R1E, SLB&M.; S 89 DEG 2' 21" E 682.23 FT; S 70.23 FT; N 89 DEG 57' 34" E 1.91 FT; S 61.17 FT; E 214.51 FT; S 280.61 FT; N 89 DEG 17' 20" W 24.7 FT; S 0 DEG 58' 52" W 134.04 FT; W 225.83 FT; S 140.38 FT; W 654.2 FT; N 0 DEG 21' 23" E 158.04 FT; W 2.08 FT; N 1 DEG 1' 1" E 539.59 FT TO BEG. AREA 12.779 AC.

**Serial Number:** 13:044:0090

**Legal Description:** COM S 390.77 FT & E 1255.32 FT FR W 1/4 COR. SEC. 23 T5S R1E SLB&M.; N 89 DEG 56' 58" E 214.5 FT; S 101.94 FT; W 214.5 FT; N 101.76 FT TO BEG. AREA 0.502 AC.

**Serial Number:** 13:044:0097

**Legal Description:** COM S 933.16 FT & E 1228.2 FT FR W 1/4 COR. SEC. 23, T5S, R1E, SLB&M.; E 255.42 FT; S 289.74 FT; W 40.99 FT; S 37.76 FT; N 86 DEG 2' 0" W 214.95 FT; N 312.63 FT TO BEG; N 83 DEG 18' 0" E .005 FT TO BEG. AREA 1.848 AC.

**Serial Number:** 13:065:0064

**Legal Description:** COM AT SW COR. SEC. 23, T5S, R1E, SLB&M.; N 0 DEG 3' 42" E 511.76 FT; S 89 DEG 21' 0" E 106.65 FT; N 0 DEG 38' 0" E 274 FT; N 1 DEG 41' 0" E 164.22 FT; N 0 DEG 37' 0" W 38.51 FT; N 78 DEG 0' 0" W 11.5 FT; N 3 DEG 44' 0" E 19 FT; N 0 DEG 36' 0" E 130 FT; N 1 DEG 25' 0" E 210 FT; N 0 DEG 8' 0" E 202.89 FT; N 86 DEG 25' 45" E 214.14 FT; N 0 DEG 11' 33" E 249.54 FT; E 240.47 FT; S 0 DEG 21' 23" W 284.12 FT; S 0 DEG 31' 39" W 388.7 FT; S 82 DEG 42' 4" W 245.41 FT; S 0 DEG 57' 34" W 596.12 FT; S 2 DEG 17' 15" E 70.39 FT; S 0 DEG 54' 23" W 352.9 FT; N 81 DEG 54' 36" E 897.01 FT; S 29.76 FT; S 88 DEG 22' 0" E 511.11 FT; S 1 DEG 2' 0" W 466.97 FT; S 0 DEG 52' 0" W 552 FT; S 89 DEG 57' 0" W 197.23 FT; N 88 DEG 39' 0" W 110 FT; S 89 DEG 50' 0" W 96 FT; N 88 DEG 45' 0" W 52.75 FT; S 88 DEG 43' 0" W 123.5 FT; N 88 DEG 30' 0" W 113.5 FT; N 18 DEG 0' 0" E 3.17 FT; N 89 DEG 29' 0" W 702.48 FT; N 0 DEG 28' 0" E 306.31 FT; W 294.57 FT; N 0 DEG 6' 15" W 526.75 FT TO BEG. AREA 48.169 AC.

**Serial Number:** 13:044:0133

**Legal Description:** COM N 1212.86 FT & E 561.87 FT FR SW COR. SEC. 23, T5S, R1E, SLB&M.; N 0 DEG 31' 39" E 317.25 FT; N 0 DEG 21' 23" E 125.88 FT; E 655.02 FT; S 238.1 FT; N 86 DEG 1' 58" W 19.03 FT; S 0 DEG 24' 0" W 105.13 FT; S 81 DEG 0' 0" W 646.97 FT TO BEG. AREA 5.843 AC

**Serial Number:** 13:044:0138

**Legal Description:** COM N 90.81 FT & E 305.19 FT FR SW COR. SEC. 23, T5S, R1E, SLB&M.; N 0 DEG 54' 23" E 352.92 FT; N 2 DEG 17' 15" W 70.72 FT; N 0 DEG 57' 34" E 596.01 FT; N 82 DEG 42' 4" E 245.29 FT; N 0 DEG 31' 40" E 27.12 FT; N 81 DEG 0' 0" E 647.09 FT; S 0 DEG 24' 0" W 287.23 FT; N 88 DEG 35' 0" W 24.78 FT; S 768.9 FT; S 81 DEG 54' 36" W 877.37 FT TO BEG. AREA 20.708 AC

**Serial Number:** 13:065:0053

**Legal Description:** COM N 363.56 FT & E 263.42 FT FR W 1/4 COR. SEC. 26, T5S, R1E, SLB&M.; E 1415.14 FT; N 0 DEG 52' 57" E 4.53 FT; N 0 DEG 54' 30" E 288.47 FT; N 0 DEG 54' 34" E 317.11 FT; N 0 DEG 26' 4" E 169.85 FT; N 88 DEG 50' 49" W 514.56 FT; N 89 DEG 15' 14" W 568.69 FT; N 89 DEG 48' 53" W 330.68 FT; S 0 DEG 14' 47" W 398.3 FT; W 10.63 FT; S 400.41 FT TO BEG. AREA 25.714 AC.