

RECORDING REQUESTED  
WHEN RECORDED MAIL TO:

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



ENT 4670:2021 PG 1 of 12  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2021 Jan 08 3:55 pm FEE 120.00 BY MA  
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 19 day of August, 2020 (the "Effective Date"), by RWR PROPERTY HOLDINGS, LLC, 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 6-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 1/2-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]



**Block 1 – Phase 1 Plat "A" Condominium**

Beginning at a point being South  $89^{\circ}53'31''$  East 1,183.39 feet along section line and South 2,797.39 feet from the Northwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South  $89^{\circ}23'30''$  East 71.61 feet;

thence South  $00^{\circ}56'33''$  West 6.27 feet;

thence North  $89^{\circ}03'27''$  West 10.00 feet;

thence South  $00^{\circ}56'33''$  West 152.25 feet;

thence North  $89^{\circ}05'03''$  West 81.49 feet;

thence North  $00^{\circ}56'33''$  East 138.14 feet;

thence Northeasterly 31.30 feet along the arc of a 20.00 foot radius curve to the right (center bears South  $89^{\circ}03'27''$  East and the chord bears North  $45^{\circ}46'32''$  East 28.20 feet with a central angle of  $89^{\circ}39'57''$ ) to the point of beginning.

Contains 12,873 Square Feet or 0.296 Acres

**Block 1 – Phase 1 Plat "B" Condominium**

Beginning at a point being South 89°53'31" East 1,160.91 feet along section line and South 2,955.18 feet from the Northwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 89°03'27" East 81.49 feet;

thence South 00°56'33" West 155.62 feet;

thence North 89°03'27" West 95.97 feet;

thence North 10°08'21" East 27.13 feet;

thence Northeasterly 126.72 feet along the arc of a 789.50 foot radius curve to the left (center bears North 79°51'39" West and the chord bears North 05°32'27" East 126.59 feet with a central angle of 09°11'48");

thence North 00°56'33" East 2.66 feet to the point of beginning.

Contains 13,437 Square Feet or 0.308 Acres

**Block 1 – Phase 1 Plat “C” Condominium**

Beginning at a point being South 89°53'31" East 1,143.86 feet along section line and South 3,110.58 feet from the Northwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 89°03'27" East 95.97 feet;

thence South 00°56'33" West 131.09 feet;

thence Southwesterly 15.64 feet along the arc of a 10.00 foot radius curve to the right (center bears North 89°03'27" West and the chord bears South 45°44'30" West 14.09 feet with a central angle of 89°35'54");

thence North 89°27'33" West 107.21 feet;

thence Northerly 50.33 feet along the arc of a 710.50 foot radius curve to the right (center bears South 83°55'10" East and the chord bears North 08°06'35" East 50.32 feet with a central angle of 04°03'31");

thence North 10°08'21" East 93.11 feet to the point of beginning.

Contains 15,143 Square Feet or 0.348 Acres

**Block 1 – Phase 1 Plat “D” Condominium**

Beginning at a point being South 89°53'31" East 1,120.37 feet along section line and South 3,252.10 feet from the Northwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 89°27'33" East 60.92 feet;

thence South 00°32'27" West 20.00 feet;

thence South 89°27'33" East 162.54 feet;

thence South 00°56'33" West 76.96 feet;

thence Southwesterly 19.19 feet along the arc of a 72.00 foot radius curve to the right (center bears North 89°03'27" West and the chord bears South 08°34'37" West 19.13 feet with a central angle of 15°16'08");

thence Southwesterly 25.42 feet along the arc of a 15.00 foot radius curve to the right (center bears North 73°47'18" West and the chord bears South 64°45'40" West 22.49 feet with a central angle of 97°05'56");

thence Northwesterly 148.74 feet along the arc of a 381.00 foot radius curve to the left (center bears South 23°18'37" West and the chord bears North 77°52'25" West 147.80 feet with a central angle of 22°22'04");

thence North 89°03'27" West 43.73 feet;

thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 00°56'33" East and the chord bears North 44°03'27" West 21.21 feet with a central angle of 90°00'00");

thence North 00°56'33" East 16.98 feet;

thence Northeasterly 63.71 feet along the arc of a 710.50 foot radius curve to the right (center bears South 89°03'27" East and the chord bears North 03°30'42" East 63.69 feet with a central angle of 05°08'17") to the point of beginning.

Contains 20,418 Square Feet or 0.469 Acres



**Block 3 – Phase 1 Condominium “E”**

Beginning at a point being South 89°53'31" East 1,130.02 feet along section line and South 3,403.87 feet from the Northwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 89°03'27" East 43.73 feet;

thence Southeasterly 118.76 feet along the arc of a 325.00 feet radius curve to the right (center bears South 00°56'33" West and the chord bears South 78°35'21" East 118.10 feet with a central angle of 20°56'12");

thence Southeasterly 24.66 feet along the arc of a 15.00 feet radius curve to the right (center bears South 21°52'45" West and the chord bears South 21°01'00" East 21.98 feet with a central angle of 94°12'31");

thence Southwesterly 51.15 feet along the arc of a 178.00 feet radius curve to the left (center bears South 63°54'44" East and the chord bears South 17°51'22" West 50.97 feet with a central angle of 16°27'48");

thence North 89°03'27" West 151.41 feet;

thence South 00°56'33" West 13.00 feet;


thence North 89°03'27" West 16.84 feet;

thence North 00°56'33" East 88.61 feet;

thence Northeasterly 23.56 feet along the arc of a 15.00 feet radius curve to the right (center bears South 89°03'27" East and the chord bears North 45°56'33" East 21.21 feet with a central angle of 90°00'00") to the point of beginning.

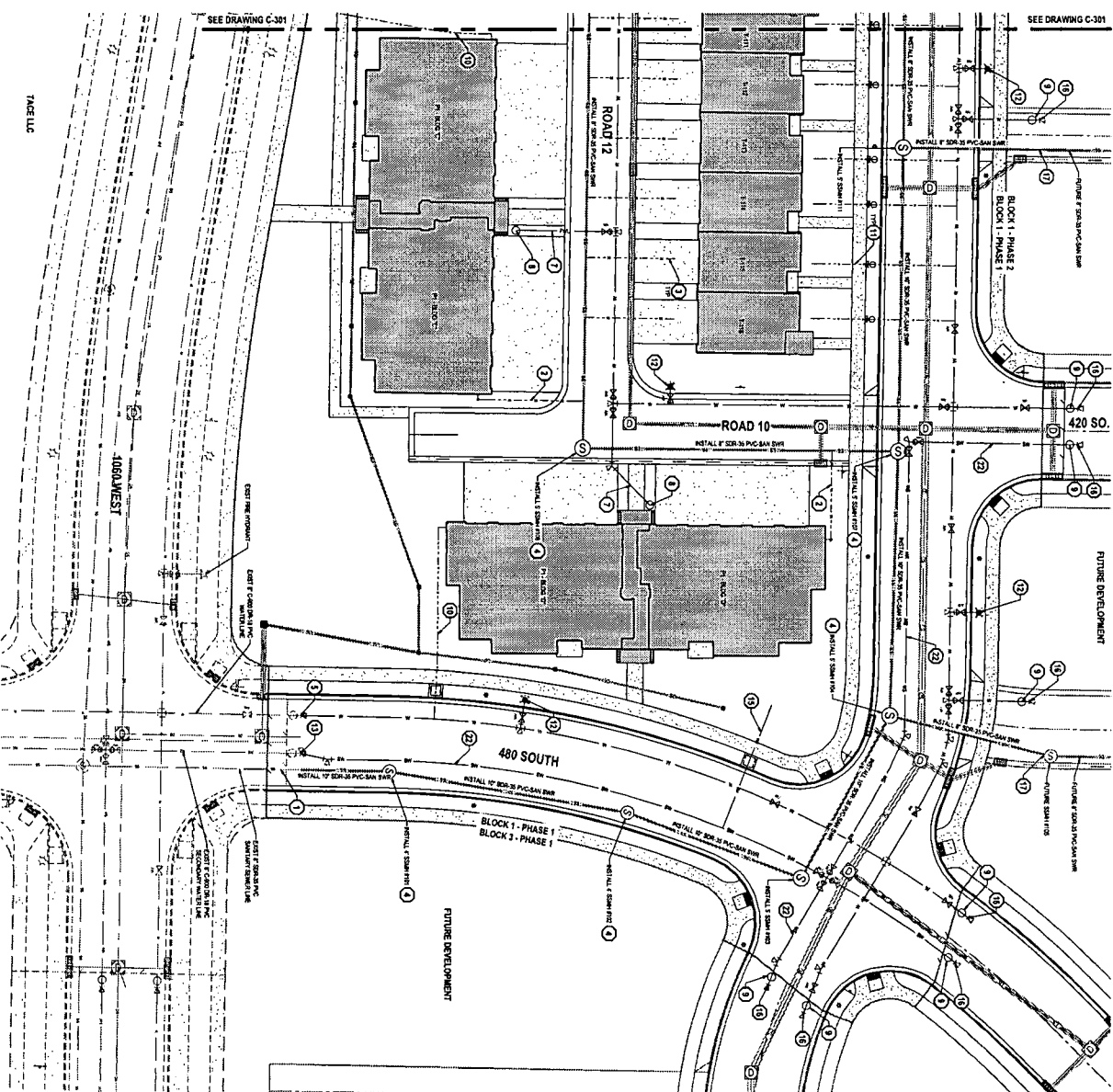
Contains 15,329 Square Feet or 0.352 Acres



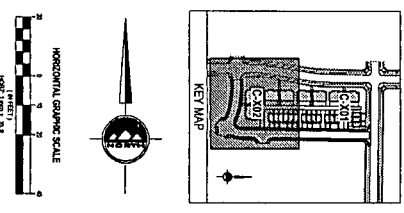


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811 UTILITY SERVICES  
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CONSTRUCTION  
UTILITY LOCATED AT  
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**BENCHMARK**  
UTILITY LOCATED AT  
LATER DATE AND NUMBER  
CALL 1-800-485-3839  
WWW.811.UT.COM



- GENERAL NOTES**
1. ALL UTILITIES SHALL BE LOCATED AND DEPTH AS SHOWN ON THIS PLAN.
  2. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION.
  3. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION.
  4. ALL UTILITIES SHALL BE REPAIRED OR REPLACED AS NECESSARY.
  5. ALL UTILITIES SHALL BE INSTALLED AND TESTED PRIOR TO THE START OF CONSTRUCTION.
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**UTILITY PLAN**

**C-302**

DATE: 12/20/20  
DRAWN BY: JLD  
CHECKED BY: JLD  
APPROVED BY: JLD

**THE VILLAS AT ROCKWELL RANCH**  
**BLOCK 1 - PHASE 1**  
1060 WEST 420 SOUTH  
AMERICAN FORK, UTAH 84003

**ENSIGN**  
THE STANDARD IN ENGINEERING

3441 T. LAKE CITY  
4th Fl. 10003 S. 3400 W  
Sandy, UT 84070  
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Phone: 801.547.1100

TOOLE  
Phone: 855.843.3999

CEDAR CITY  
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DATE: 12/20/20  
DRAWN BY: JLD  
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APPROVED BY: JLD

