



ENT 77378=2023 PG 1 of 7
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Nov 29 03:02 PM FEE 40.00 BY AC
RECORDED FOR SHERWOOD, WESLEY

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 21st day of November, 2023 (the "Effective Date"), by IMH SLC American Fork, LLC, a Delaware limited liability company (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 six-inch sewer line potentially serving multiple tenants or users (herein after referred to as the "Sewer System"). Sewer System is shown on 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 two-inch water line potentially serving multiple tenants or users (herein after referred to as the "Water System"). Water System is shown on 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]

EXHIBIT A

(Block 1 Plat B Legal Description)

LAKESHORE LANDING BLOCK 1 PLAT B

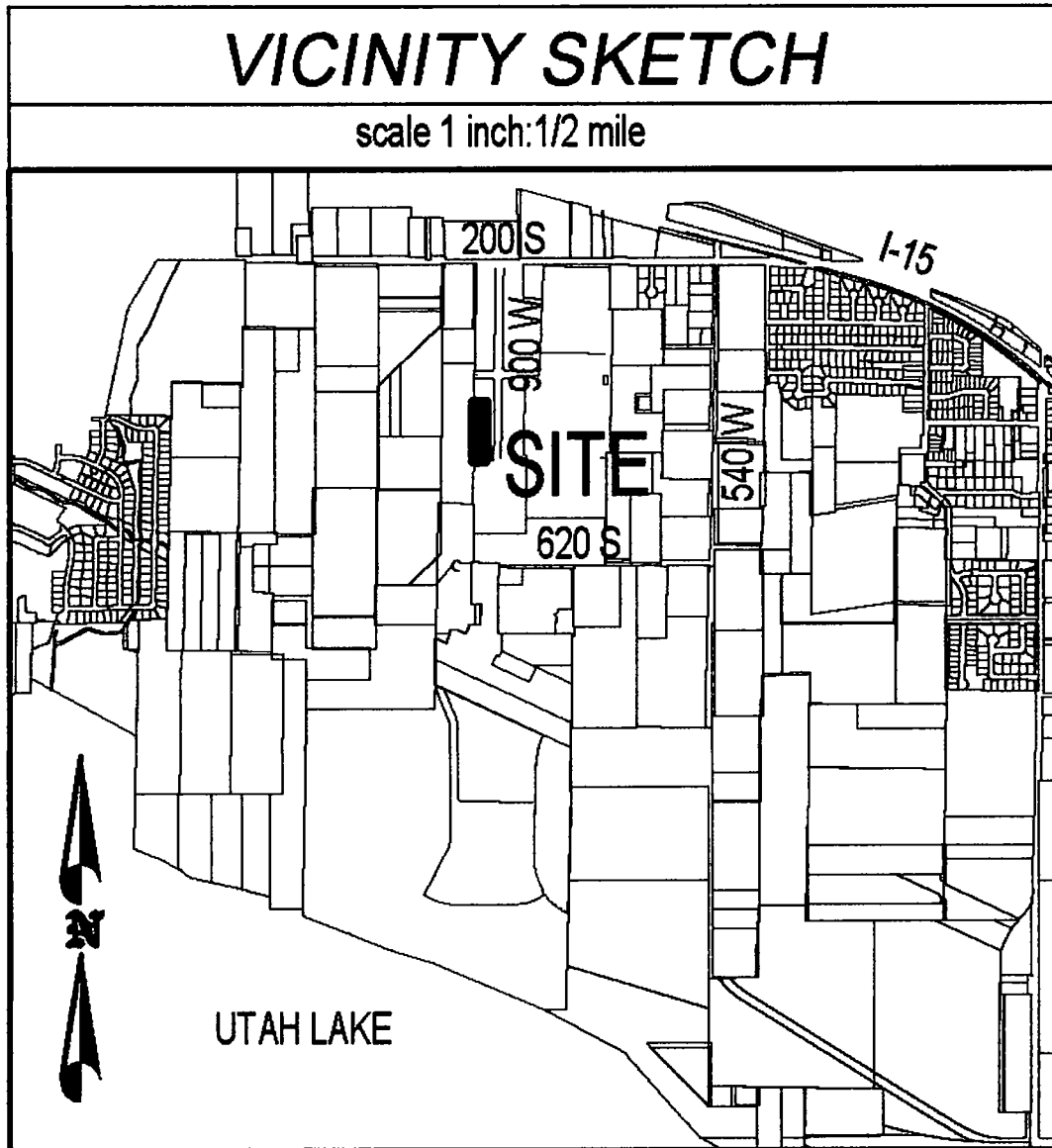
BEGINNING AT A POINT WHICH IS NORTH 1692.92 FEET AND WEST 426.82 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST; AND RUNNING:

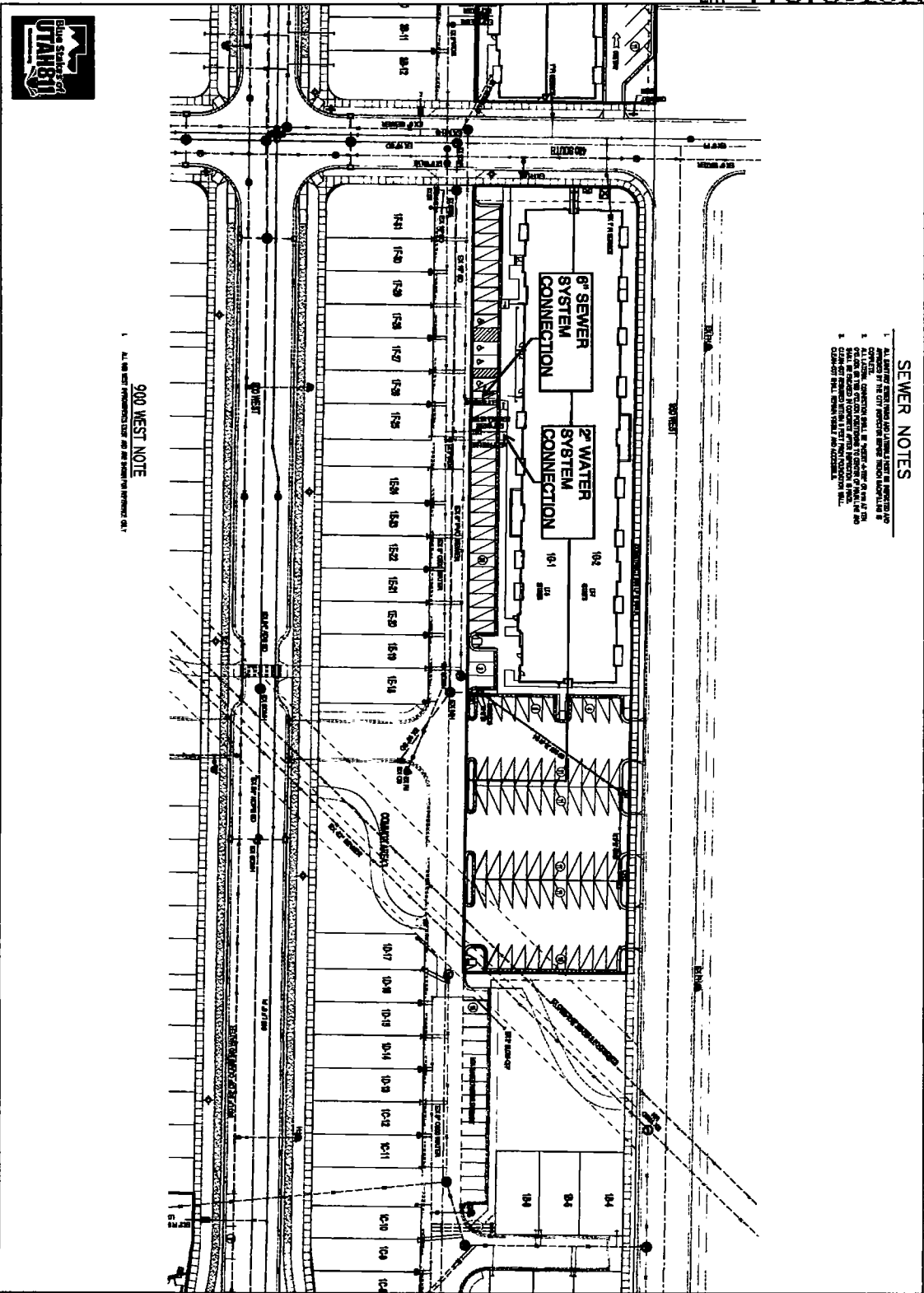
THENCE NORTH 89°13'03" WEST 120.67 FEET; THENCE NORTH 00°42'25" EAST 48.11 FEET; THENCE NORTH 01°03'27" EAST 349.48 FEET; THENCE NORTH 00°53'50" EAST 181.48 FEET; THENCE SOUTH 89°40'40" EAST 117.41 FEET; THENCE SOUTH 00°29'16" WEST 131.63 FEET; THENCE SOUTH 00°42'16" WEST 448.37 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 69,073 SQUARE FEET IN AREA OR 1.59 ACRES.

EXHIBIT B

(Vicinity & Building/Site Utility Maps)





- SEWER NOTES**
1. ALL SEWER CONNECTIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY SPECIFICATIONS FOR SEWER CONNECTIONS.
 2. ALL EXISTING CONNECTIONS SHALL BE REPAIRED OR REPLACED AS NECESSARY.
 3. ALL NEW CONNECTIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY SPECIFICATIONS FOR SEWER CONNECTIONS.
 4. ALL SEWER CONNECTIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY SPECIFICATIONS FOR SEWER CONNECTIONS.

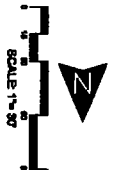
900 WEST NOTE

1. ALL NEW CONNECTIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY SPECIFICATIONS FOR SEWER CONNECTIONS.



IMH SLC
 AMERICAN FORK, LLC
 1202 Arden Ave., Suite 220
 American Fork, UT 84303

THE FLATS AT LAKESHORE LANDING (BLOCK 1 PLAT B)



SITE CONSTRUCTION PLANS

UTILITY PLAN BLOCK 1 PLAT B

UTIL C2.1