

When Recorded  
Return to:  
City of North Salt Lake  
10 East Center Street  
North Salt Lake, UT 84054

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BK 7180 PG 540

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
01/16/2019 01:48 PM  
FEE \$0.00 Pgs: 3  
DEP RTT REC'D FOR NORTH SALT LAKE  
CITY

## STORM WATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT

2019-03A

City of North Salt Lake, Utah

**THIS AGREEMENT**, made and entered into this 8th day of November, 2018, by and between (Owner) EV Commercial, LLC hereinafter called the "Landowner", and the City of North Salt Lake, Utah, hereinafter called "City".

### WITNESSETH,

**WHEREAS**, the Landowner is the owner of certain real property described as (Development Name/Parcel Identification Number) 01-501-0002 as recorded by deed in the land records of Davis County, Utah, Deed Book 7154 Page71, hereinafter called the "Property"; and

**WHEREAS**, the Landowner is proceeding to build on and develop the property; and

**WHEREAS**, the Site Plan/Subdivision Plan known as Eaglewood Village Subdivision 3<sup>rd</sup> Amendment, (Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for detention and/or Structural Best Management Practices (BMP) of storm water within the legal boundaries of the property; and

**WHEREAS**, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents and businesses of North Salt Lake, Utah, require that on-site storm water management/BMP facilities, hereinafter called "facilities", as constructed be maintained on the Property; and

**WHEREAS**, the City requires that on-site storm water management/BMP facilities as constructed be adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the storm water management/BMP facilities as constructed by approved design plans in accordance with current engineering standards. This includes all privately owned pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.

2. The Landowner, its successors and assigns, shall inspect the storm water management/BMP facility and submit an inspection report to the City annually on June 30<sup>th</sup>. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies and corrective actions shall be noted in the inspection report.

3. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the storm water management/BMP facilities whenever the City deems necessary. The City shall provide the Landowner with reasonable prior notice of said inspection. The purpose of inspection is to follow-up on reported deficiencies, to respond to citizen complaints, and/or determine if the facilities are being adequately maintained. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs, if necessary.

4. In the event the Landowner, its successors and assigns, fails to adequately maintain the storm water management/BMP facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps

4. In the event the Landowner, its successors and assigns, fails to adequately maintain the storm water management/BMP facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps reasonably necessary to correct deficiencies identified in the inspection report and to charge the reasonable costs of such repairs to the Landowner, its successors and assigns. The City shall provide the Landowner with reasonable and sufficient time to correct deficiencies identified in the inspection, prior to the City entering the property to repair or correct said deficiencies. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the storm water management/BMP facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

5. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the storm water management/BMP facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.

6. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual reasonable costs incurred by the City hereunder.

7. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless from any liability in the event the storm water management/BMP facilities fail to operate properly.

8. This Agreement shall be recorded among the land records of the City of North Salt Lake, Davis County, Utah, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

9. This Agreement may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of the City and the Landowner, and then only by written instrument duly executed and acknowledged by the Landowner and the City and recorded in the Official Records of Davis County, Utah.

10. This Agreement shall not preclude the Landowner from entering into joint agreements with adjacent property owners for the provision of installation and maintenance of said facilities that have been designed, installed and utilized for the benefit of multiple properties.

WITNESS the following signatures and seals:

EV Commercial, LLC  
Company/Corporation/Partnership Name (Seal)

CITY OF NORTH SALT LAKE, UTAH  
Municipal Corporation

By: [Signature]  
Owen Fisher  
(Print Name)  
Manager  
(Title)

By: [Signature]  
Ken Leatham  
(Print Name)  
City Manager  
(Title)

STATE OF UTAH

STATE OF UTAH

CITY OF DAVIS

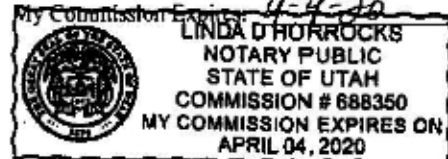
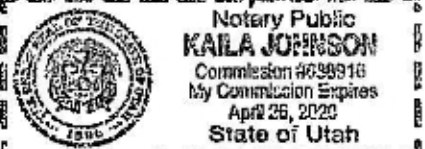
CITY OF NORTH SALT LAKE

The foregoing Agreement was acknowledged before me this 5th day of November, 2018, by

The foregoing Agreement was acknowledged before me this 7th day of January, 2019, by

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 4.25.20

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 4-4-20



**Exhibit A**

**Parcel ID: 01-501-0002**

**Legal Description:**

ALL OF LOT 1B, EAGLEWOOD VILLAGE SUBDIVISION 3<sup>RD</sup> AMENDMENT. CONTAINING 4.047 ACRES.