

When recorded return to  
AMERICAN FORK CITY  
51 E. MAIN  
AMERICAN FORK UT 84003



ENT 109366:2017 PG 1 of 4  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2017 Nov 03 10:02 am FEE 16.00 BY DA  
RECORDED FOR AMERICAN FORK CITY

STATE OF UTAH

AMERICAN FORK CITY

Maintenance Agreement

WHEREAS, TECHNOM DEVELOPMENT LLC (hereinafter referred to as the "Property Owner") recognizes that the Storm Water Facilities (hereinafter referred to as the "Facility" or "Facilities") must be maintained for the development called, CK Farms, located at 500 E. 380 South Main, in American Fork City, Utah County, State of Utah; and,

WHEREAS, the Property Owner is the owner of the real property more particularly described on the attached Exhibit A to be recorded as the CK Farms in the records of the Clerk of the Utah County Recorder's Office (hereinafter referred to as the "Property"); and,

WHEREAS, American Fork City (hereinafter referred to as the "City") and the Property Owner, or its administrator, executors, successors, heirs, or assigns, agree that the health, safety, welfare and well-being of the citizens of the City require that the facilities be constructed and maintained on the property; and,

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:

Section 1

The Facility or Facilities shall be constructed by the Property Owner in accordance with the plans and specifications for the development.

Section 2

The Property Owner, its administrators, executors, successors, heirs, or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry.

Section 3

In accordance with this Maintenance Agreement, the City, with due notice, may enter the property and take whatever steps it deems necessary to return the Facility or Facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property.

**Section 4**

In the event the City, pursuant to this Maintenance Agreement, performs work outside of dedicated public roadways of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City, upon demand within thirty (30) days of receipt thereof for all the costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Property Owner's actions.

**Section 5**

The Property Owner, its administrator, executors, successors, heirs, and assigns hereby indemnifies and hold harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences, or claims that might arise or be asserted against the City from the construction, presence, existence or maintenance of the Facility or Facilities by the Property Owner or the existence or maintenance of the Facility or Facilities by the Property Owner or the City. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

**Section 6**

This Maintenance Agreement shall be recorded among the deed records of the Clerk of the Utah County Recorder's Office and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrator, executors, heirs, assigns and any other successors in interest.

**Section 7**

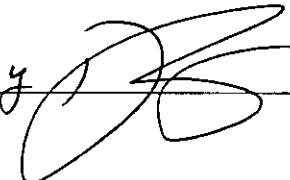
This Maintenance Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

**Section 8**

Invalidation of any one of the provisions of this Maintenance Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

SO AGREED this 21<sup>st</sup> day of August, 2017.

PROPERTY OWNER

Kimberly Sandoz By  Attorney In  
Law



## Boundary Description

PART OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 600 EAST STREET, SAID POINT BEING S89°38'26"E ALONG THE QUARTER SECTION LINE BETWEEN THE WEST QUARTER CORNER AND THE CENTER QUARTER CORNER, 2631.05' AND N00°21'34"E 216.20 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 24; AND RUNNING THENCE EAST 10.41 FEET; THENCE S44°58'51"E 126.66 FEET; THENCE S83°03'58"E 450.32 FEET; THENCE S04°07'54"E 214.09 FEET; THENCE S00°48'16"W 346.07 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 400 SOUTH STREET; THENCE N89°51'41"W 43.07 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 166.52 FEET, A RADIUS OF 383.00 FEET, A CHORD BEARING OF N77°24'20"W, AND A CHORD LENGTH OF 165.22 FEET WITH A DELTA ANGLE OF 24°54'42"; THENCE N64°56'59"W 60.48 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 138.59 FEET, A RADIUS OF 317.00 FEET, A CHORD BEARING OF N77°28'29"W, AND A CHORD LENGTH OF 137.49 FEET WITH A DELTA ANGLE OF 25°03'00"; THENCE S89°59'40"W 140.95 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 400 SOUTH STREET; THENCE N00°02'18"W 493.41 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 121.50 FEET, A RADIUS OF 320.00 FEET, A CHORD BEARING OF N10°56'49"W, AND A CHORD LENGTH OF 120.77 FEET WITH A DELTA ANGLE OF 21°45'18", TO THE POINT OF BEGINNING.

CONTAINING 290,899 SQUARE FEET OR 6.678 ACRES MORE OR LESS.