

STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT

Syracuse, Utah

THIS AGREEMENT, made and entered into this 11 day of March, 2016, by and between (Owner) Shawn Strong hereinafter called the "Landowner", and Syracuse, Utah, hereinafter called "City". WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Development Name/Parcel Identification Number) 12-079-0072 as recorded by deed in the land records of Davis County, Utah, Deed Book 6283 Page 938, hereinafter called the "Property". WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site Plan/Subdivision Plan known as Vault Storage, (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 stormwater within the confines 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 of Syracuse, Utah, require that on-site stormwater management/BMP facilities as constructed be maintained on the Property; and

WHEREAS, the City requires that on-site stormwater 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 stormwater 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 stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. 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 stormwater management/BMP facility and submit an inspection report annually to the City. 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 stormwater management/BMP facilities whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. 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 maintain the stormwater management/BMP facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. 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 stormwater 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 stormwater 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 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 stormwater management/BMP facilities fail to operate properly.

8. This Agreement shall be recorded among the land records of Syracuse, 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.

WITNESS the following signatures and seals:



Company/Corporation/Partnership Name (Seal)

By: Shawn Strong

(Type Name)
owner

(Type Title)

STATE OF Utah

CITY OF Syracuse

The foregoing Agreement was acknowledged before me this 29 day of February, 2016, by





NOTARY PUBLIC
My Commission Expires: 2-25-17

SYRACUSE, UTAH

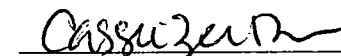
By: T. Palmer

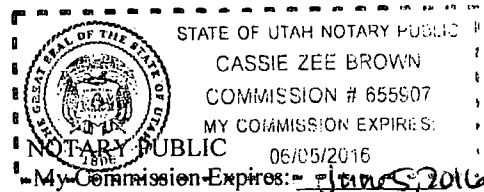
(Type Name)
Mayor

(Type Title)

STATE OF UTAH
SYRACUSE

The foregoing Agreement was acknowledged before me this 11 day of March, 2016, by





Approved as to Form:



City Attorney
3/11/16
Date

Date: 4/28/2016

2935451
BK 6505 PG 1446

Parcel Vesting Information

Page 1 of 1

11/06/2002 to Present

Serial Number: 12-079-0072

Mailing Address: 2473 SOUTH 1100 WEST
SYRACUSE, UT 84075

Tax District

54

Location

Location: 4 N 2 W 14 NW

Vested Owners

PARKRIDGE INC

Situs Address(es)

575 W 1700 SOUTH SYRACUSE 84075

Vesting Documents

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2871891	06/08/2015 14:18	WARRANTY DEED	Grantee PARKRIDGE INC	06/01/2015	\$12.00

Legal Description

BEG 293.71 FT W & S 0°11'26" W 49.82 FT FR NE COR NW 1/4 SEC 14-T4N-R2W, SLM; & RUN TH E 17-7/9 RODS; TH S 1211 FT, M/L, TO N'LY LINE OF PPTY CONV IN 612-697; TH N 36°41' W 491 FT ALG SD N LINE TO A PT S OF BEG; TH N 816.25 FT, M/L, TO POB. CONT 6.52 ACRES (NOTE: REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)