

E 2965210 B 6597 P 1853-1861
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/09/2016 04:48 PM
FEE \$0.00 Pgs: 9
DEP RTT REC'D FOR CLINTON CARE GRO
UP LLC

When recorded, mail to:

Clinton City Corp.
2267 North 1500 West
Clinton, Utah 84015

Affects Parcel No(s): 145060001

**CLINTON CITY
STORMWATER FACILITIES
MAINTENANCE AGREEMENT**

RETURNED
SEP 09 2016

This Stormwater Facilities Maintenance Agreement ("Agreement") is made and entered into this 8TH day of SEPTEMBER, 2016, by and between Clinton City, a Utah municipal corporation ("City"), and CLINTON CARE GROUP LLC, a _____ ("Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the City, as set forth in the Clinton City Stormwater Ordinance, as amended ("Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in *Utah Code Ann. §§ 19-5-101, et seq.*, as amended ("Act"); and

WHEREAS, the Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, the Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner desires to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Stormwater Facilities"); and

WHEREAS, the Stormwater Facilities are more particularly described and shown in the final site plan or subdivision approved for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, as a condition of Development Plan approval, and as required as part of the City's Small MS4 UPDES General Permit from the State of Utah, Owner is required to enter into this Agreement addressing the maintenance requirements for the Stormwater Facilities and control measures installed on the Property.

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Development Plan, and the mutual covenants contained herein, the parties agree as follows:

1. Construction of Stormwater Facilities. The Owner shall, at its sole cost and expense, construct the Stormwater Facilities in strict accordance with the plans and specifications identified in the Development Plan and any amendments thereto which have been approved by the City.

2. Maintenance of Stormwater Facilities. The Owner shall, at its sole cost and expense, adequately maintain the Stormwater Facilities. Owner's maintenance obligations shall include all pipes and channel built to convey stormwater, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Stormwater Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Stormwater Facilities in good working condition. In the event that a maintenance schedule is set forth in the Development Plan, such maintenance schedule shall be followed.

3. Annual Inspection of Stormwater Facilities. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities. The purpose of the inspection is to assure safe and proper functioning of the Stormwater Facilities. The annual inspection shall cover all aspects of the Stormwater Facilities, including, but not limited to, the structural improvements, berms, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted and repaired. The Owner shall also certify as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality.

4. City Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities whenever deemed necessary by the City. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Development Plan.

5. Notice of Deficiencies. If the City finds that the Stormwater Facilities contain any defects or are not being maintained adequately, the City shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time to cure such defects or deficiencies. Such notice shall be hand-delivered to the Owner or sent certified mail to the Owner at the Property address.

6. Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Stormwater Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.

7. City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided in Section 5, the City may enter upon the Property and take whatever steps necessary to correct deficiencies and to charge the costs of such repairs to the Owner. It is expressly understood and agreed that the City is under

no obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. 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 provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

8. Reimbursement of Costs. 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 Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

9. Successor and Assigns. This Agreement shall be recorded in the Davis County Recorder's Office and the covenants and agreements contained herein shall run with the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.

10. Severability Clause. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors and assigns, is held invalid, the remainder of this Covenant shall not be affected thereby.

11. Utah Law and Venue. This Agreement shall be interpreted under the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Davis County, Utah.

12. Indemnification. This Agreement imposes no liability of any kind whatsoever on the City, and the Owner agrees to hold the City harmless from any liability in the event the Stormwater Facilities fail to operate properly. The Owner shall indemnify and hold the County harmless for any and all damages, accidents, casualties, occurrences, or claims

which might arise or be asserted against the City from the construction, presence, existence, or maintenance of the stormwater Facilities.

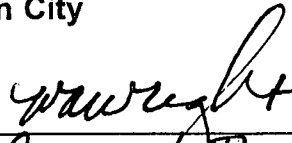
13. Amendments. This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Davis County Recorder's Office.

14. Subordination Requirement. If there is a lien, trust deed or other property interest recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to the Agreement.

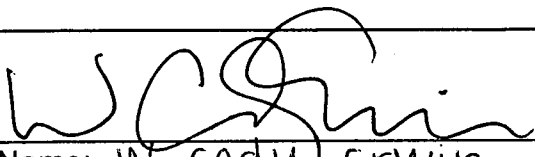
[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

"City"
Clinton City

By: 
Title: Community Development Director

"Owner"


By: W. Cody Erwin
Print Name: W. Cody Erwin
Title: Managing Member Clinton Care Group LLC

CITY ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On the 8 day of September, 2016, personally appeared before me Carol L. Weber, who being duly sworn, did say that he/she is the Notary of **Clinton CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in his/her capacity as land use authority on behalf of the City for approval of Stormwater Facilities Maintenance Agreements.



Carol L. Weber
Notary Public

My Commission Expires:
08-02-2020

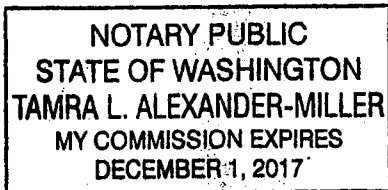
Residing at: Clinton City Corp, Ut

OWNER ACKNOWLEDGMENT

Note: If Owner is a corporation, limited liability company, partnership, trust or other legal entity, rather than an individual, a separate applicable acknowledgement must be provided.

^{Washington}
STATE OF ~~UTAH~~)
^{Clark} : ss.
COUNTY OF ~~DAVIS~~)

On the 2nd day of September, 2016, personally appeared before me W. Cody Erwin, who being duly sworn, did say that he/she is the legal property owner of record of the property subject to this Maintenance Agreement and that he/she has executed this Agreement with full authority to do so.



[Signature]
Notary Public

My Commission Expires:
12/01/2017

Residing at: Ridgefield, WA

2965210
BK 6597 PG 1859

Exhibit "A"
Property Legal Description

2965210
BK 6597 PG 1860

SCHEDULE A

AMENDED

8-19-15 to delete exception 15

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: Jody Matlock at (503)795-7600 located at 200 SW Market Street, Suite 250, Portland, OR 97201.

Effective Date: August 02, 2015 at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Extended Lender's for \$8,100,000.00	PREMIUM	\$9,780.00
--	---------	------------

Proposed Insured:
Bank of the West

Endorsements TBD	PREMIUM	\$TBD
------------------	---------	-------

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

Clinton Care Group, LLC, a Washington limited liability company

3. The land referred to in this Commitment is located in Davis County, UT and is described as:

PARCEL 1:

LOT 1, CLINTON ALZHEIMER SPECIAL CARE CENTER, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED JULY 31, 2015, AS ENTRY NO. 2883890, IN BOOK 6320, PAGE 123, IN THE OFFICE OF DAVIS COUNTY RECORDER, STATE OF UTAH.

PARCEL 2:

RIGHTS AND EASEMENTS AS CREATED BY THAT CERTAIN ACCESS EASEMENT IDENTIFIED ON THE CLINTON ALZHEIMER SPECIAL CARE CENTER PLAT RECORDED JULY 31, 2015, AS ENTRY NO. 2883890, IN BOOK 6320, PAGE 123, OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 2000 WEST STREET SAID POINT BEING NORTH 00°09'39" EAST ALONG THE SECTION LINE 439.96 FEET AND SOUTH 89°50'12" EAST 38.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 89°40'46" EAST 18.58 FEET; THENCE NORTH 0°09'37" EAST 25.00 FEET; THENCE SOUTH 89°40'46" EAST 117.21 FEET; THENCE SOUTH 00°19'14" WEST 90.00 FEET; THENCE NORTH 89°40'46" WEST 67.00 FEET; THENCE NORTH 0°19'14" EAST 40.00 FEET; THENCE NORTH 89°40'46" WEST 68.44 FEET TO SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 0°18'28" WEST 25.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

2965210
BK 6597 PG 1861

RIGHTS AND EASEMENTS AS RESERVED IN THAT CERTAIN QUIT CLAIM DEED RECORDED JULY 17, 2015, AS ENTRY NO. 2880768, IN BOOK 6311, PAGE 418, OF OFFICIAL RECORDS, AS THE EASEMENT AREA IS LOCATED IN DAVIS COUNTY, UTAH AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 2000 WEST STREET SAID POINT BEING NORTH 00°09'39" EAST ALONG THE SECTION LINE 439.96 FEET AND SOUTH 89°50'12" EAST 38.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: 1) SOUTH 89°40'46" EAST 18.58 FEET 2) NORTH 0°09'37" WEST 25.00 FEET; THENCE NORTH 89°40'46" WEST 18.78 FEET; THENCE SOUTH 0°18'38" EAST 25.00 FEET TO THE POINT OF BEGINNING.

Said property is also known by the street address of:
1404 North 2000 West
Clinton, UT 84015