

E 3050165 B 6865 P 1204-1213
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/06/2017 01:59 PM
FEE \$28.00 Pgs: 10
DEP RT REC'D FOR JANA SHAW

When recorded, mail to:

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

Affects Parcel No(s): 13-076-0102

RETURNED
OCT 06 2017

**CLINTON CITY
STORMWATER FACILITIES
MAINTENANCE AGREEMENT**

This Stormwater Facilities Maintenance Agreement ("Agreement") is made and entered into this 10 day of OCTOBER, 2017, by and between Clinton City, a Utah municipal corporation ("City"), and Shaw Dance Studio, Inc. a Jana H. Shaw ("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.

3050165
BK 6865 PG 1205

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.

3050165
BK 6865 PG 1206

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: Public Works Director

“Owner”

By: 
Print Name: Jana H. Shaw
Title: President

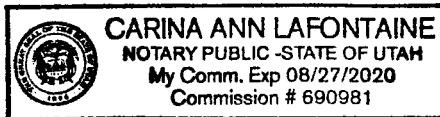
CITY ACKNOWLEDGMENT

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On the 6th day of October, 2017, personally appeared before me Michael W. Child, who being duly sworn, did say that he/she is the Public Works Director 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.



Carina Ann Lafontaine
Notary Public

3050165
BK 6865 PG 1210

My Commission Expires:
8/27/2020

Residing at:
Clearfield Utah

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.

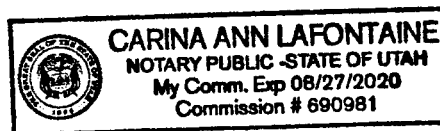
STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On the 6th day of October, 2017, personally appeared before me Janet Shaw, 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.

Carina Ann Lafontaine
Notary Public





3050165
BK 6865 PG 1211

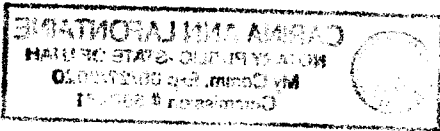
My Commission Expires:

8/27/2020

Residing at:

Clearfield UT

Exhibit "A"
Property Legal Description



Parcel Vesting Information**06/13/2014 to Present**

3050165

BK 6865 PG 1212

Serial Number: 13-076-0102

Mailing Address: 1957 NORTH 325 WEST

HARRISVILLE, UT 84414

Tax District

17

Location

Location: 5 N 2 W 26 NW

Vested Owners

JANA SHAW LLC

Vesting Documents

Entry Number	Recorded Date & Time	KOI		Party	Execution Date	Fee
3018299	05/05/2017 11:40	WARRANTY DEED	Grantee	JANA SHAW LLC	05/04/2017	\$10.00
3008177	03/15/2017 14:24	WARRANTY DEED	Grantee	SHAW, JANA	03/14/2017	\$12.00
2808262	06/13/2014 10:34	QUIT CLAIM DEED	Grantee	HIGLEY & HIGLEY CONSTRUCTION INC	05/29/2014	\$13.00
1170385	03/20/1995 12:06	WARRANTY DEED	Grantee	HIGLEY AND HIGLEY CONSTRUCTION INC	03/16/1995	\$13.00

Legal Description

A PART OF THE NW 1/4 OF SEC 26-T5N-R2W, SLB&M, DESC AS FOLLOWS: BEG AT A PT ON THE N'LY R/W LINE OF 1800 NORTH STR, WH LIES S 89°56'08" E 655.66 FT & N 00°03'52" E 42.00 FT FR THE W 1/4 COR OF SEC 26; TH ALG SD R/W N 89°56'08" W 222.78 FT; TH WITH A 15.00 FT RAD CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 23.53 FT, WHOSE CHORD BEARS N 44°59'59" W 21.19 FT TO THE E'LY R/W LINE OF 925 WEST STR; TH N 00°03'50" W 185.04 FT TO THE SW COR OF LOT 58, KALI ESTATES NO 2 SUB; TH S 89°56'08" E 238.21 FT TO THE SE COR OF LOT 56 OF SD SUB; TH S 00°03'59" W 200.00 FT TO THE POB. CONT. 1.092 ACRES



Shaw Dance Studio and Preschool
2465 N. Main
Sunset, UT 84015
801.776.3607
www.shawdance.com

3050165
BK 6865 PG 1213

Shaw Dance Storm Water Pollution Prevention Plan- Maintenance;

Shaw Dance is committed to operate and maintain a clean and well maintained facility. General maintenance and housekeeping steps will be taken to ensure a safe site of operation and one clear of standing debris and trash.

In order to be compliant with local, state, and Federal regulations regarding Storm Water Pollution Prevention, the following policies and steps are to be implemented immediately.

1. General Conditions;

Shaw Dance will implement an outdoor maintenance plan that will keep the facility, parking lot, and landscaped areas clean and well maintained. The following steps will be followed to ensure storm water pollution prevention is adhered to.

- Parking lot and surrounding landscape will be kept free of trash and debris.
- Regular maintenance of landscape will be performed to eliminate obstruction to drains
- Any use of fertilizers or chemicals for general landscape purposes will be done with strict adherence to manufacturer's instructions and governing laws and regulations.
- All storm drains will be checked on a regular basis and kept free of trash and debris. All storm drains will be inspected and checked on a weekly basis. Inspection will include ensuring obstructions are not hindering or blocking the storm drains intended purpose. Storm water paths and drains will be maintained to function as designed. Weekly inspection will be specifically adhered to so as to ensure drains and storm water control are kept free of trash and debris. If necessary, a drain guard device such as a filter or a skimmer will be used to further enhance the functionality of the storm drain.
- Retention area will be maintained and kept free of trash and debris

2. Waste Management/Garbage:

An onsite dumpster will be maintained. Dumpster to remain in a designated, enclosed area and will not be used to dispose of any chemicals or debris that could possibly result in storm water pollution.

- The dumpster area will be kept clean and orderly with regular housekeeping and maintenance duties performed on a weekly basis.
- Dumpster will be emptied on a regular basis to eliminate the possibility of overflowing and causing undue trash and debris to spill out onto the surrounding areas.

3. Outdoor storage of chemicals or materials.

Shaw Dance does not utilize any chemicals or materials that will require storage outside of the facility.