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City of North Salt Lake  
10 East Center Street  
North Salt Lake, UT 84054

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
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## STORM WATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT

City of North Salt Lake, Utah

THIS AGREEMENT, made and entered into this 4<sup>th</sup> day of September, 2019, by and between (Owner)  
CW The Ridge LLC hereinafter called the "Landowner", and the City of North  
Salt Lake, Utah, hereinafter called "City".

WITNESSETH,

01-120-0033, 01-107-0060  
WHEREAS, the Landowner is the owner of certain real property described as (Development Name/Parcel Identification  
Number) 01-107-0060 & 01-112-0033 as recorded by deed in the land records of Davis County, Utah,  
Deed Book 7336 Page 827, 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 The Ridge Subdivision (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 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:

CW The Ridge LLC  
Company/Corporation/Partnership Name (Seal)

By: [Signature]  
Celia H. Wright  
(Print Name)

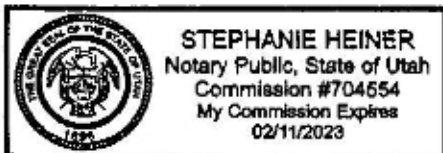
(Title)

STATE OF Utah

CITY OF Layton

The foregoing Agreement was acknowledged before me this 20th day of August, 2019, by

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 02/11/2023



CITY OF NORTH SALT LAKE, UTAH  
Municipal Corporation

By: [Signature]  
Ken Leetham  
(Print Name)

City Manager  
(Title)

STATE OF UTAH

CITY OF NORTH SALT LAKE

The foregoing Agreement was acknowledged before me this 5 day of September, 2019, by

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 02/06/2022



**Exhibit A**

**Parcel ID:** 01-107-0061 & 01-112-0033

**Legal Description:**

A portion of the Southwest quarter of Section 12 and the Northwest quarter of Section 13, Township 1 North, Range 1 West, Salt Lake Base and Meridian, located in North Salt Lake City, Davis County, Utah, more particularly described as follows:

Beginning at the Southwest corner of Section 12, Township 1 North, Range 1 West, Salt Lake Base and Meridian (basis of bearing: South 89°51'14" East between the Southwest corner and the South quarter corner of Section 12, Township 1 North, Range 1 West, Salt Lake Base and Meridian); thence North 00°08'43" West 2,647.75 feet along the section line to the West quarter corner of said Section 12, said point also being on the Southerly line of Eaglewood Village Amended Subdivision, according to the official plat thereof on file in the office of the Davis County Recorder as Entry No. 2811244 in Book 6051 at Page 367; thence South 13°37'06" East 608.86 feet along said plat and along the Westerly line of The Views at Eaglewood Village P.U.D. Village Phase 2 Subdivision, according to the official plat thereof on file in the office of the Davis County Recorder as Entry No. 2770620 in Book 5868 at Page 911; thence South 18°26'57" East 490.01 feet along said plat to the Northwest corner of The Villas at Bella Vida, Phase 3 Subdivision, according to the official plat thereof on file in the office of the Davis County Recorder as Entry No. 2994702 in Book 6679 at Page 930; thence South 27°30'14" East 192.38 feet along said plat; thence South 23°41'31" East 504.09 feet along said plat and along the Westerly line of The Villas at Bella Vida, Phase 2 Subdivision, according to the official plat thereof on file in the office of the Davis County Recorder as Entry No. 2604394 in Book 5301 at Page 400 and along the Westerly line of Edgewood Estates P.U.D. Phase 1 Subdivision according to the official plat thereof on file in the office of the Davis County Recorder as Entry No. 1822155 in Book 3206 at Page 69 to the Northwest corner of Edgewood Estates Phase 2, Plat F Subdivision, according to the official plat thereof on file in the office of the Davis County Recorder as Entry No. 2151973 in Book 3990 at Page 1273; thence South 24°09'11" East 167.73 feet along said plat to the Northwest corner of Edgewood Estates Phase 2, Plat E Subdivision according to the official plat thereof on file in the office of the Davis County Recorder as Entry No. 2151972 in Book 3990 at Page 1272; thence South 24°17'13" East 751.53 feet along said plat and along the Westerly line of Edgewood Estates Phase 2, Plat I Subdivision, according to the official plat thereof on file in the office of the Davis County Recorder as Entry No. 2570069 in Book 5160 at Page 2067 and along the Westerly line of Edgewood Estates Phase 2, Plat J Subdivision, according to the official plat thereof on file in the office of the Davis County Recorder as Entry No. 287793 in Book 5944 at Page 852; thence South 60°28'00" West 19.82 feet; thence South 29°59'42" East 89.54 feet; thence South 0.76 feet; thence South 30°00'00" East 29.74 feet; thence South 60°00'00" West 19.11 feet; thence South 05°05'38" West 0.88 feet to the Northwest corner of Eaglepointe Estates Phase 13, Amended Subdivision, according to the official plat thereof on file in the office of the Davis County Recorder as Entry No. 2695680 in Book 5633 at Page 1619; thence South 32°35'35" West 612.24 feet along said plat and along the Westerly line of Eaglepointe Estates Phase 13 Subdivision, according to the official plat thereof on file in the office of the Davis County Recorder as Entry No. 2272417 in Book 4287 at Page 1113; thence South 00°06'49" West 799.12 feet along said plat to the South line of the Northwest quarter of the Northwest quarter of Section 13, Township 1 North, Range 1 West, Salt Lake Base and Meridian; thence North 89°57'02" West 657.84 feet along the 16th section (40 acre) line to the West line of said Section 13; thence North 00°06'49" East 1,317.77 feet along the section line to the point of beginning.

Contains: 49.22 acres+/-