

When recorded, mail to:

Woods Cross City Recorder
1555 South 800 West
Woods Cross, Utah 84087

Affects Parcel No(s): See Attached Exhibit "B"

**WOODS CROSS CITY
STORMWATER FACILITIES
MAINTENANCE AGREEMENT**

This Stormwater Facilities Maintenance Agreement ("Agreement") is made and entered into this 13th day of January, 2022, by and between Woods Cross City, a Utah municipal corporation ("City"), and J.F. Sky Landing Partners, LLC. a Limited liability company ("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 Woods Cross 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 and submit an inspection report and certification to the City annually. The purpose of the inspection and certification 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 in the inspection report. The report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by July 1st of each year and shall be on forms acceptable to the City.

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"
Woods Cross City

By: 
Its: Public Works Director

"Owner"
JF Sky Landing Partners, LLC

By: 
Print Name: Owen Fisher
Title: Manager

CITY ACKNOWLEDGMENT

STATE OF UTAH)
) : ss.
COUNTY OF DAVIS)

On the 13th day of January, 2022, personally appeared before me Sam Christianen, who being duly sworn, did say that he/she is the Public Works Director of **WOODS CROSS 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.



Sonia Kelley

Notary Public

My Commission Expires:
12-17-2022

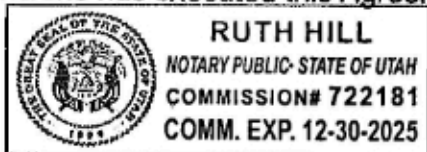
Residing at:

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 13 day of JANUARY, 2022, personally appeared before me OWEN FLISHER, 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: 12/30/2025

Residing at: DAVIS COUNTY

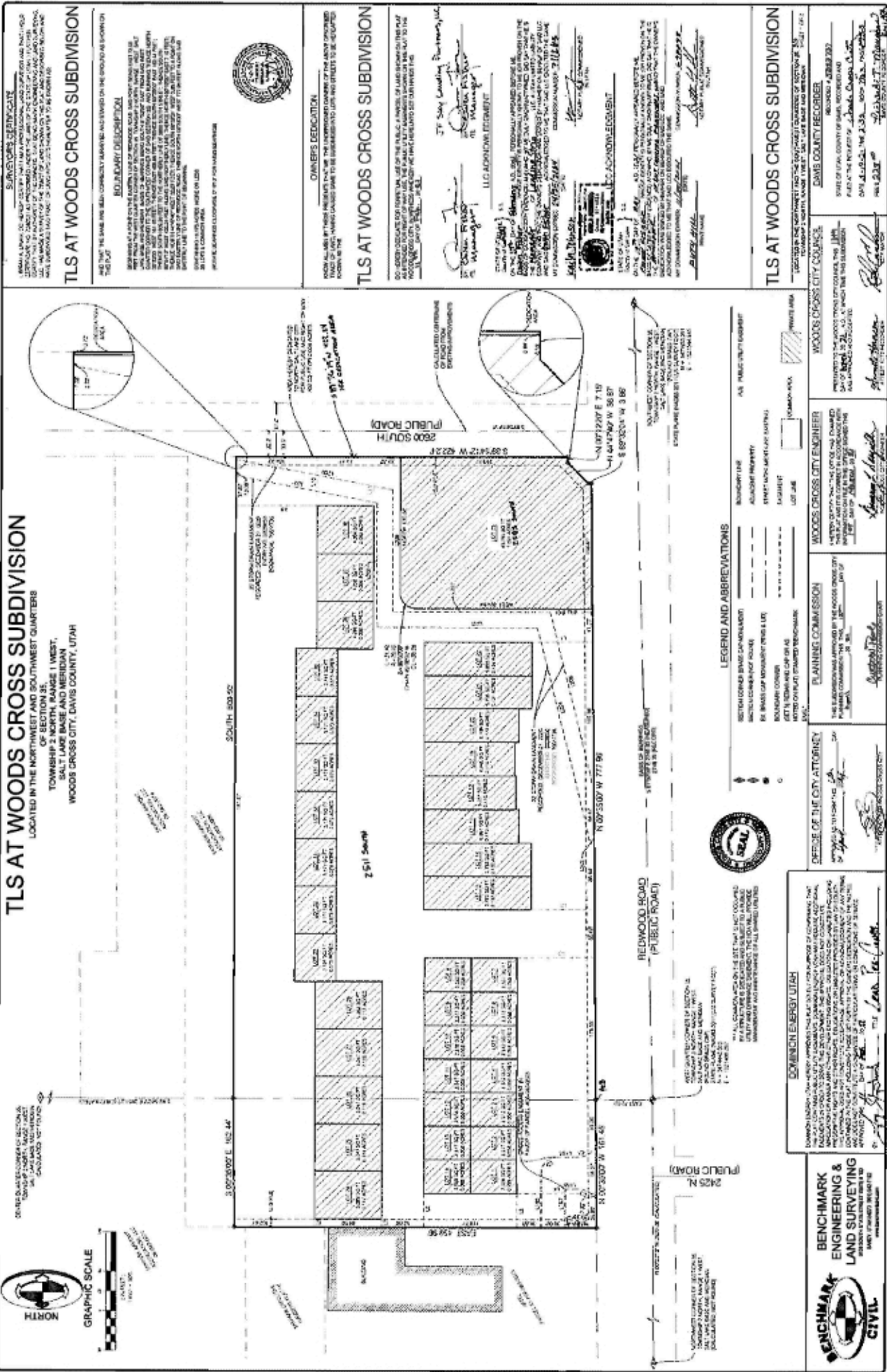
EXHIBIT "A"
PROPERTY LEGAL DESCRIPTION

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE EASTERLY LINE OF REDWOOD ROAD, SAID POINT BEING EAST 72.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARINGS BEING SOUTH 01°32'09" EAST FROM SAID WEST QUARTER CORNER TO THE SOUTHWEST CORNER OF SAID SECTION 35), AND RUNNING THENCE NORTH 00°35'00" WEST 161.45 FEET; THENCE EAST 459.96 FEET; THENCE SOUTH 00°35'00" EAST 162.44 FEET; THENCE SOUTH 809.50 FEET TO THE NORTHERLY LINE OF 2600 SOUTH STREET; THENCE SOUTH 89°54'12" WEST 422.24 FEET ALONG SAID NORTHERLY LINE; THENCE NORTH 00°12'20" EAST 7.15 FEET; THENCE NORTH 44°47'40" WEST 36.87 FEET; THENCE SOUTH 89°32'04" WEST 3.86 FEET TO A POINT ON SAID EASTERLY LINE OF REDWOOD ROAD; THENCE NORTH 00°35'00" WEST 777.96 FEET ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING.

CONTAINING 10.175 ACRES, MORE OR LESS
38 LOTS & COMMON AREA

(ROTATE BEARINGS CLOCKWISE 0°19'10" FOR NAD83 BEARINGS)



TLS AT WOODS CROSS SUBDIVISION
 LOCATED IN THE NORTHWEST AND SOUTHWEST QUARTERS
 OF SECTION 35,
 TOWNSHIP 2 NORTH, RANGE 1 WEST,
 SALT LAKE BASIN AND MERIDIAN,
 WOODS CROSS CITY, DAVIS COUNTY, UTAH

TLS AT WOODS CROSS SUBDIVISION
 THE PLAT HAS BEEN FILED FOR RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF DAVIS, UTAH, AND IS HEREBY MADE PUBLIC FOR THE INFORMATION OF ALL CONCERNED PARTIES.
 THE PLAT IS SUBJECT TO ALL APPLICABLE STATUTES AND ORDINANCES, INCLUDING BUT NOT LIMITED TO THE UTAH LAND SURVEYING ACT AND THE UTAH ZONING ACT.
 THE PLAT IS NOT TO BE CONSIDERED A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED THEREIN.

BOUNDARY DESCRIPTION
 THE BOUNDARY DESCRIPTION IS BASED ON THE SURVEY OF THE PUBLIC RECORDS OF THE COUNTY OF DAVIS, UTAH, AND IS HEREBY MADE PUBLIC FOR THE INFORMATION OF ALL CONCERNED PARTIES.
 THE BOUNDARY DESCRIPTION IS NOT TO BE CONSIDERED A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED THEREIN.



DRAWING DESCRIPTION
 THIS DRAWING IS A PLAN OF THE PUBLIC RECORDS OF THE COUNTY OF DAVIS, UTAH, AND IS HEREBY MADE PUBLIC FOR THE INFORMATION OF ALL CONCERNED PARTIES.
 THE DRAWING IS NOT TO BE CONSIDERED A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED THEREIN.

TLS AT WOODS CROSS SUBDIVISION

37 Sky Landscaping Services, LLC
 2750 South 1500 East
 Salt Lake City, UT 84119
 313.555.5555
 37 Sky Landscaping Services, LLC
 2750 South 1500 East
 Salt Lake City, UT 84119
 313.555.5555

LIC ACKNOWLEDGEMENT
 I, the undersigned, being duly sworn, do hereby certify that the above described subdivision is in accordance with the provisions of the Utah Land Surveying Act and the Utah Zoning Act, and that the same has been approved by the Planning Commission and the City Council of the City of Woods Cross, Utah.

PLANNING COMMISSION
 The Planning Commission of the City of Woods Cross, Utah, has reviewed the subdivision and has approved the same for filing for record.

OFFICE OF THE CITY ATTORNEY
 The Office of the City Attorney of the City of Woods Cross, Utah, has reviewed the subdivision and has approved the same for filing for record.

WOODS CROSS CITY ENGINEER
 The City Engineer of the City of Woods Cross, Utah, has reviewed the subdivision and has approved the same for filing for record.

DAVIS COUNTY RECORDER
 The Recorder of Deeds for Davis County, Utah, has received this plat for recording.

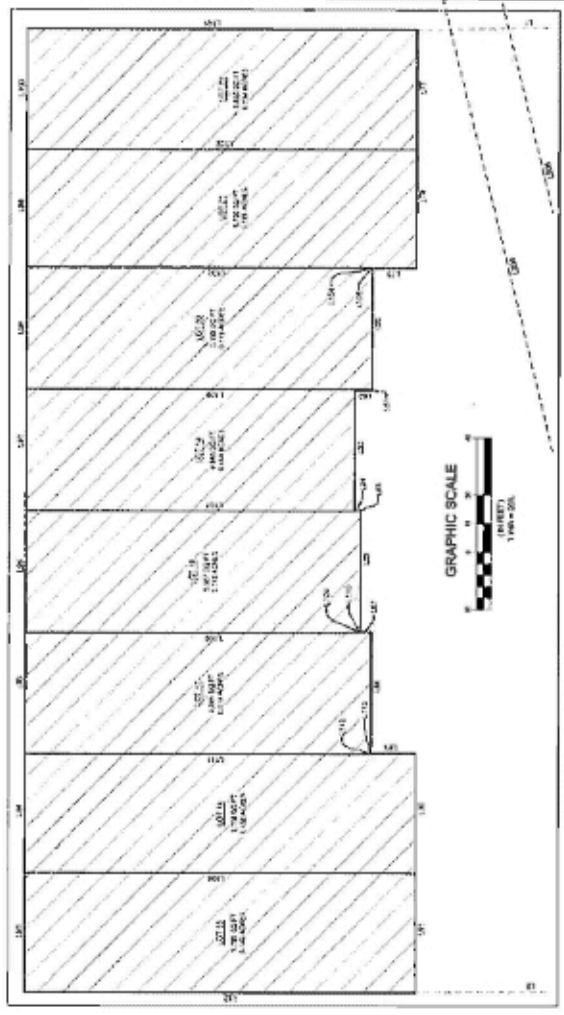
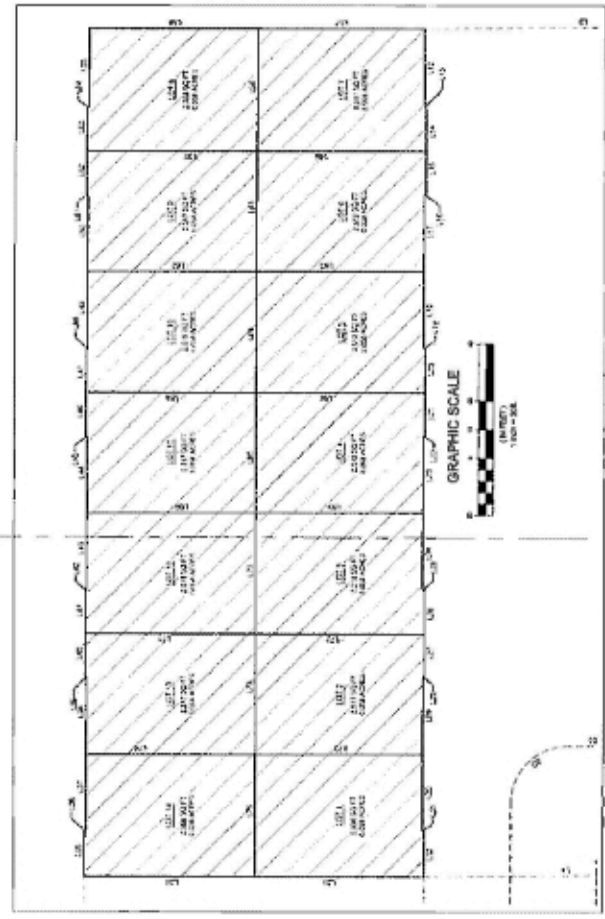
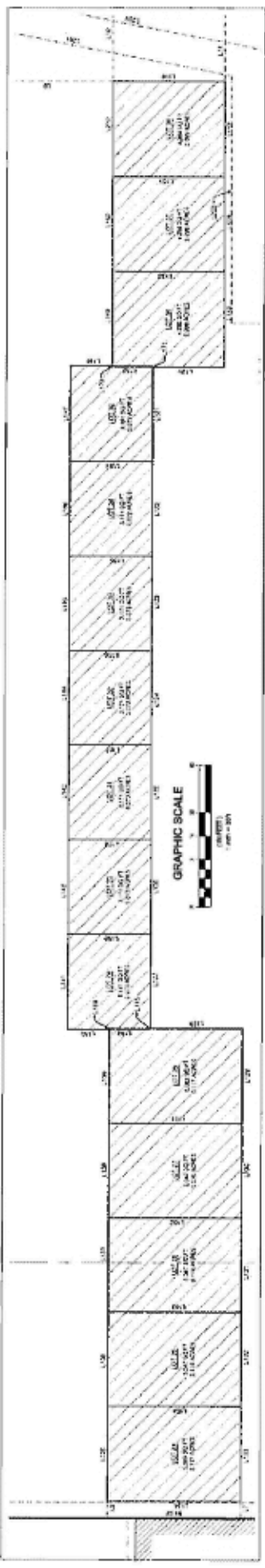
LEGEND AND ABBREVIATIONS
 SHADING FOR BOUNDARY LINE
 SHADING FOR ADJACENT PROPERTY
 SHADING FOR LOT AREA
 SHADING FOR PUBLIC RIGHT-OF-WAY
 SHADING FOR CALCULATED PERIMETER OF SECTION 15
 SHADING FOR SECTION 15
 SHADING FOR SECTION 16

BENCHMARK ENGINEERING & LAND SURVEYING
 CIVIL
 3750 South 1500 East
 Salt Lake City, UT 84119
 313.555.5555

DOMINION ENERGY UTAH
 The undersigned, being duly sworn, do hereby certify that the above described subdivision is in accordance with the provisions of the Utah Land Surveying Act and the Utah Zoning Act, and that the same has been approved by the Planning Commission and the City Council of the City of Woods Cross, Utah.

TLS AT WOODS CROSS SUBDIVISION

LOCATED IN THE NORTHWEST AND SOUTHWEST QUARTERS
OF SECTION 35
TOWNSHIP 2 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
WOODS CROSS CITY, DAVIS COUNTY, UTAH



BENCHMARK
ENGINEERING &
LAND SURVEYING
FOR SURVEYING, ENGINEERING & ARCHITECTURE
1000 WEST 1000 SOUTH
SALT LAKE CITY, UT 84119



DAVIS COUNTY RECORDER
RECORDED & INDEXED
DATE: 06/17/2014
BY: [Signature]
BOOK: 7926 PAGE: 1668

DAVIS COUNTY RECORDER
STATE OF UTAH COUNTY OF DAVIS
BY: _____ DATE: _____



TLS AT WOODS CROSS SUBDIVISION
LOCATED IN THE NORTHWEST AND SOUTHWEST QUARTERS
OF SECTION 38,
TOWNSHIP 2 NORTH, RANGE 1 WEST,
SALT LAKE BASIN AND MERIDIAN
WOODS CROSS CITY, DAVIS COUNTY, UTAH



LINE #	LENGTH	BEARING	AREA	PERCENT	ACROSS	SECTION	SECTION	SECTION
1	1.00	N 0° 00' 00" W	1.00	100.00	100.00	100.00	100.00	100.00
2	1.00	S 0° 00' 00" E	1.00	100.00	100.00	100.00	100.00	100.00
3	1.00	E 90° 00' 00" N	1.00	100.00	100.00	100.00	100.00	100.00
4	1.00	N 0° 00' 00" W	1.00	100.00	100.00	100.00	100.00	100.00

LINE #	LENGTH	BEARING	AREA	PERCENT	ACROSS	SECTION	SECTION	SECTION
1	1.00	N 0° 00' 00" W	1.00	100.00	100.00	100.00	100.00	100.00
2	1.00	S 0° 00' 00" E	1.00	100.00	100.00	100.00	100.00	100.00
3	1.00	E 90° 00' 00" N	1.00	100.00	100.00	100.00	100.00	100.00
4	1.00	N 0° 00' 00" W	1.00	100.00	100.00	100.00	100.00	100.00

LINE #	BEARING	DISTANCE	AREA	PERCENT	ACROSS	SECTION	SECTION	SECTION
1	N 0° 00' 00" W	1.00	1.00	100.00	100.00	100.00	100.00	100.00
2	S 0° 00' 00" E	1.00	1.00	100.00	100.00	100.00	100.00	100.00
3	E 90° 00' 00" N	1.00	1.00	100.00	100.00	100.00	100.00	100.00
4	N 0° 00' 00" W	1.00	1.00	100.00	100.00	100.00	100.00	100.00

LINE #	BEARING	DISTANCE	AREA	PERCENT	ACROSS	SECTION	SECTION	SECTION
1	N 0° 00' 00" W	1.00	1.00	100.00	100.00	100.00	100.00	100.00
2	S 0° 00' 00" E	1.00	1.00	100.00	100.00	100.00	100.00	100.00
3	E 90° 00' 00" N	1.00	1.00	100.00	100.00	100.00	100.00	100.00
4	N 0° 00' 00" W	1.00	1.00	100.00	100.00	100.00	100.00	100.00

LINE #	BEARING	DISTANCE	AREA	PERCENT	ACROSS	SECTION	SECTION	SECTION
1	N 0° 00' 00" W	1.00	1.00	100.00	100.00	100.00	100.00	100.00
2	S 0° 00' 00" E	1.00	1.00	100.00	100.00	100.00	100.00	100.00
3	E 90° 00' 00" N	1.00	1.00	100.00	100.00	100.00	100.00	100.00
4	N 0° 00' 00" W	1.00	1.00	100.00	100.00	100.00	100.00	100.00

LINE #	BEARING	DISTANCE	AREA	PERCENT	ACROSS	SECTION	SECTION	SECTION
1	N 0° 00' 00" W	1.00	1.00	100.00	100.00	100.00	100.00	100.00
2	S 0° 00' 00" E	1.00	1.00	100.00	100.00	100.00	100.00	100.00
3	E 90° 00' 00" N	1.00	1.00	100.00	100.00	100.00	100.00	100.00
4	N 0° 00' 00" W	1.00	1.00	100.00	100.00	100.00	100.00	100.00

EXHIBIT "B"

PARCEL NUMBERS AFFECTED

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