

RETURNED
NOV 03 2022

E 3506249 B 8127 P 157-164
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/03/2022 11:52 AM
FEE \$0.00 Pgs: 8
DEP RTT REC'D FOR BOUNTIFUL CITY

When recorded, mail to:

Bountiful City Engineer
790 S 100 E
Bountiful, Utah 84010

Affects Parcel No(s): 04-071-0059 kNA 04-198-0001 thru 0006

**BOUNTIFUL CITY
STORM WATER FACILITIES
MAINTENANCE AGREEMENT**

This Storm Water Facilities Maintenance Agreement ("Agreement") is made and entered into this 18 day of November, 20 21 by and between Bountiful City, a Utah municipal corporation ("the City"), and Daniel and Amber Crane ("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 Title 6 of the Bountiful City Code ("the Code"); 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 ("the 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 ("Storm Water Facilities"); and

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

WHEREAS, summary description of all Storm water facilities, details and all appurtenance draining to and affecting the storm water facilities and establishing the standard operation and routine maintenance procedures for the storm water Facilities, and control measures installed on the Property, ("Long-Term Storm Water Management Plan") more particularly shown in Exhibit "B" on file with the City Recorder 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 establishing a means of documenting the execution of the Long-Term Storm Water Management Plan and,

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 Long-Term Storm Water Management Plan, and the mutual covenants contained herein, the parties agree as follows:

1. Owner's Obligations to Construct, Maintain and Inspect Storm Water Facilities. The Owner shall, at its sole cost and expense:
 - (a) construct the Storm Water 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, and in compliance with applicable City, State and Federal law.
 - (b) adequately maintain the Storm Water Facilities. Owner's maintenance obligations shall include all pipes and channel built to convey storm water, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Storm Water Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Storm Water Facilities in good working condition.
 - (c) inspect the Storm Water 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 Storm Water Facilities. The annual inspection shall cover all aspects of the Storm Water 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 June 30th of each year and shall be on forms acceptable to the City.

2. 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 Storm Water 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 Storm Water Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the City Code and the Long-Term Storm Water Management Plan.

3. Notice of Deficiencies. If the City finds that the Storm Water 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, but not less than sixty (60) days. Such notice shall be hand-delivered to the Owner or sent certified mail to the Owner.

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

5. City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Storm Water Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided herein, 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 Storm Water 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.

6. 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.

7. Successor and Assigns. This Agreement shall be recorded in the Davis County Recorder's Office. 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 Storm Water Facilities fail to operate properly. The Owner shall indemnify and hold the City 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 Storm Water 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. The Long-Term Storm Water Management Plan must adapt to change in good judgement when site conditions and operations change and when existing programs are ineffective. Said plan will not be filed at County Recorder's Office but is included by reference and kept on file with the City Engineering Department. Revision requests must be filed with the City. Any approved revisions to said plan must be filed with the City Engineering Department and amended into said plan.

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

Bountiful City:

By: Wood County

Its: City Engineer

Amber Crane
Amber Crane
Owner

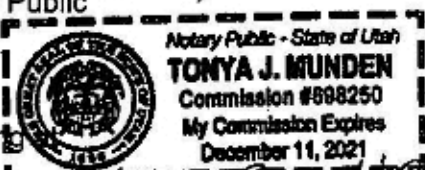
Owner: [Signature]
By: [Signature]
Print Name: Daniel Crane
Title: Managing Member

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 18th day of November, 2021, personally appeared before me
Lloyd Cherry, who being duly sworn, did say that he/she is the
City Engineer of BOUNTIFUL 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 Storm
Water Facilities Maintenance Agreements.

Tonya J. Munden
Notary Public



My Commission Expires:
12-11-21

Residing:
795 S. Main - Bountiful

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 18th day of November, 2021, personally appeared before me
Amber Crane, 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.

Tonya J. Munden
Notary Public

My Commission Expires:
12-11-21

Residing at:
795 S. Main - Bountiful

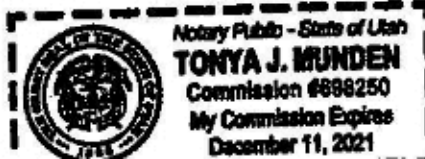


Exhibit "A": Property Legal Description

PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, DAVIS COUNTY, UTAH, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A SOUTHWESTERLY LINE OF HOLBROOK HEIGHTS PLAT A, A SUBDIVISION RECORDED AS ENTRY 495174 IN THE DAVIS COUNTY RECORDER'S OFFICE (D.C.R.), SAID POINT BEING SOUTH 0°11'18" WEST 279.59 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 89°39'58" WEST 960.30 FEET FROM THE CENTER QUARTER CORNER OF SAID SECTION 29, AND RUNNING THENCE ALONG THE SOUTHWESTERLY LINES OF SAID HOLBROOK HEIGHTS PLAT A THE FOLLOWING FIVE (5) COURSES: SOUTH 44°57'44" EAST 110.82 FEET; (2) SOUTH 29°47'46" EAST 103.52 FEET; (3) SOUTH 60°26'49" EAST 101.82 FEET; (4) SOUTH 47°23'10" EAST 93.68 FEET; (5) SOUTH 27°18'41" EAST 131.58 FEET TO A POINT ON A WESTERLY LINE OF THE TRACT OF LAND CONVEYED IN WARRANTY DEED ENTRY 551275 (D.C.R.); THENCE ALONG THE WESTERLY LINES OF SAID TRACT OF LAND THE FOLLOWING THREE (3) COURSES: SOUTH 21°41'32" WEST (SOUTH 21°30'00" WEST BY RECORD) 24.30 FEET; (2) SOUTH 7°18'28" EAST (SOUTH 7°30'00" EAST BY RECORD) 140.00 FEET; (3) SOUTH 34°49'48" EAST (SOUTH 35°01'20" EAST) 136.80 FEET TO THE WESTERLY LINE OF DAVIS BOULEVARD; THENCE SOUTH 22°58'12" WEST (SOUTH 22°46'40" WEST) 256.92 FEET ALONG SAID WESTERLY LINE TO A NORTHEAST CORNER OF A TRACT OF LAND CONVEYED IN WARRANTY DEED ENTRY 157887 (BOOK 108, PAGE 13 [D.C.R.]); THENCE NORTH 67°24'42" WEST 364.85 FEET (NORTH 67°36'00" WEST 358.10 FEET BY RECORD) ALONG THE NORTHERLY LINE OF SAID TRACT OF LAND TO THE EASTERLY LINE OF A TRACT OF LAND CONVEYED IN QUIT CLAIM DEED ENTRY 2285709 (D.C.R.); THENCE NORTH 0°11'18" EAST (NORTH BY RECORD) 768.94 FEET ALONG SAID EASTERLY LINE TO THE THE SOUTHWESTERLY LINE OF SAID HOLBROOK HEIGHTS PLAT A AND TO THE POINT OF BEGINNING.

CONTAINING 5.588 ACRES.

Exhibit "B": Long-Term Storm Water Management Plan; Filed with Bountiful City Engineering Dept.