

When Recorded Return to:  
Provo City Recorder  
351 West Center  
Provo, UT 84606

Parcel No. 42:067:0093  
42:058:0025  
19:049:0112

### PUBLIC UTILITY MAINTENANCE AGREEMENT

THIS AGREEMENT entered into this 4<sup>th</sup> day of March, 2017 by and between PROVO CITY CORPORATION, hereinafter referred to as "CITY", and Independence Avenue LLC, hereinafter referred to as "OWNER", currently located at 574 S. State St., Orem, UT 84058

### WITNESSETH

WHEREAS, OWNER has, or desires, to construct public utilities including water and/or sewer mains together with water service connections and/or sewer laterals on private property, which property is more particularly described as follows:

Subdivision Plat: Independence Ave Plats A through E

Metes and Bounds Description: That sewer main line running along the western boundary of Independence Ave Plats A through E from 820 North on the South to the northern boundary of Plat E on the north.

NOW, THEREFORE, the parties mutually covenant and agree as follows:

1. CITY will be responsible to maintain the said public water and sewer utilities situated on said private property in accordance with Provo City Ordinance 10.02.060 and 10.03.050. OWNER agrees to preserve said public water and sewer utilities by relinquishing all right to move, work on, modify, abandon, impact, compromise, or operate said utilities except as expressly directed by CITY.
2. CITY has the right to enter on the above described private property at any time for purposes of inspecting and maintaining public utilities. In the event the CITY makes a repair to an underground utility, the CITY will restore the surface to as near its original condition as possible. If the surface is asphalt or concrete, a patch will be made to the same depth as the existing asphalt or concrete. Landscaping will be replaced with the same type of plants, trees or ground cover but CITY reserves right to determine size and maturity of plantings.
3. OWNER agrees to indemnify, defend and hold harmless the City, and any subsidiary or affiliate of the City, and its officers, agents, representatives and employees from and against all claims, damages, losses, liabilities, including but not limited to attorneys' fees, arising out of or resulting from CITY's maintenance and inspection activities or lack thereof as well as OWNER's use or misuse of public utilities under the aforementioned terms of this agreement.
4. It is the intent of the parties that this Agreement run with the land and that it will be recorded so that future buyers will know their obligations under the Agreement.



ENT 45618:2013 PG 1 of 2  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2013 May 09 12:40 PM FEE 0.00 BY SS  
RECORDED FOR PROVO CITY CORPORATION

Page 1 of 2

OWNER:



Owner's Authorized Representative

Dean Ingram - member

Name and Title (Printed)

Date: 3-4-13

PROVO CITY CORPORATION:



Public Works Director

David Decker Public Works Director

Name and Title (Printed)

Date: 5/9/13

OWNER NOTARIZATION

STATE OF UTAH )

:ss

COUNTY OF UTAH)

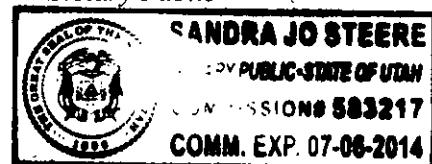
On the 4<sup>th</sup> day of March, AD. 2013, Dean Ingram

the

signer( ) of the above Agreement, \_\_\_\_\_ in number, personally appeared before me, the undersigned Notary Public, in and said County of Utah said State Of Utah, , who duly acknowledge to me that she/he/they signed it freely and voluntarily and for the purposes therein mentioned as the owner or authorized representative of owner of said property.



Notary Public

My Commission Expires: 7-6-14Residing in: Orem UtahCITY NOTARIZATION

STATE OF UTAH )

:ss

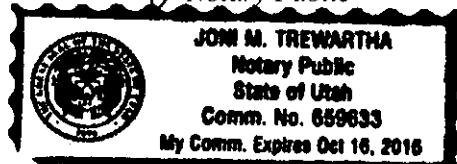
COUNTY OF UTAH)

On the 24<sup>th</sup> day of May, AD. 2013, Dave Decker

the

signer( ) of the above Agreement, 1 in number, personally appeared before me, the undersigned Notary Public, in and said County of Utah said State Of Utah, , who duly acknowledge to me that she/he/they signed it freely and voluntarily and for the purposes therein mentioned.

Notary Public

My Commission Expires: Oct 16, 2016Residing in: Provo UT