

When recorded return to:

Shane Brent Watson
440 West Apple St.
Grantsville, UT 84029

Steve Walker
2452 Senior Drive
Sec, UT 84109

STORM WATER FACILITIES MAINTENANCE AGREEMENT

Tooele County, Utah

Parcels: 01-066-0-0006

THIS AGREEMENT, made and entered into this 16 day of September, 2022 by and between (Owner) Steve Walker hereinafter called the "Landowner", and Grantsville City, Utah, hereinafter called "City".

WITNESSETH,

WHEREAS, the Landowner is the owner of certain real property described as **APPLEGATE APARTMENTS** as recorded in the land records of Tooele, Utah, as Entry Number 1-112-12, 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 **APPLEGATE APARTMENTS AND SPRINGFIELD ESTATES SUBDIVISION**, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for storm water management facilities such as a retention pond and piping within the legal boundaries of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowner's association, agree that the health, safety, and welfare of the residents and businesses of Grantsville City, Utah, require that on-site storm water management facilities, hereinafter called "facilities", as constructed be maintained on the Property; and

WHEREAS, the City requires that on-site storm water management 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 homeowner's association, shall adequately maintain the storm water management 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, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the storm water management 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.

3. In the event the Landowner, its successors and assigns, fails to adequately maintain the storm water management 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, 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 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.

4. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate.

5. 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.

6. 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 facilities fail to operate properly.

7. This Agreement shall be recorded among the land records of the County of Tooele, 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.

8. 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 Tooele County, Utah.

9. 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:

APPLE STREET ONE TWENTY LLC

Company/Corporation/ Partnership

By: [Signature] *Managing Member*

STEVEN K WALKER

(Print Name)

MANAGING MEMBER

(Title)

STATE OF: UT

CITY OF: Town

GRANTSVILLE CITY

Municipal Corporation

By: [Signature]

Jesse D. Wilson

(Print Name)

City manager

(Title)

STATE OF: UT

COUNTY OF: TOOELE

The foregoing Agreement was acknowledged

before me this 16 day of September, 20 22

By: [Signature]
NOTARY PUBLIC

My Commission Expires: March 9, 2026

The foregoing Agreement was acknowledged

before me this 20 day of September, 20 22

By: [Signature]
NOTARY PUBLIC

My Commission Expires: 11/04/2025

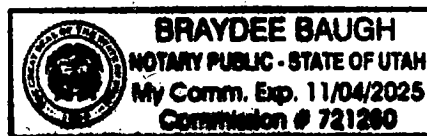
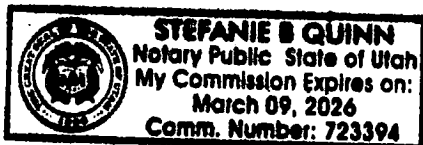


EXHIBIT A – LEGAL DESCRIPTION

A portion of Parcel **01-066-0-0006** situate in the Southwest Quarter of Section 36, Township 2 South, Range 6 West, Salt Lake Base and Meridian, in the city of Grantsville, Tooele County, State of Utah, described as follows:

Beginning at a point on the northerly right-of-way line of Apple Street which lies South $89^{\circ}53'05''$ East 1262.13 feet along the quarter section line, South $0^{\circ}20'17''$ East 334.82 feet, South $89^{\circ}17'20''$ East 231.74 feet, South $0^{\circ}29'33''$ West 423.47 feet and West 8.36 feet from the West Quarter Corner of Section 36, Township 2 South, Range 6 West, Salt Lake Base and Meridian;
thence along said northerly right-of-way line of Apple Street, West 79.00 feet;
thence North $0^{\circ}55'05''$ East 70.75 feet;
thence South $89^{\circ}08'57''$ East 13.92 feet;
thence North $1^{\circ}06'00''$ East 101.00 feet;
thence South $89^{\circ}04'55''$ East 64.75 feet;
thence South $0^{\circ}55'05''$ West 170.50 feet to the Point of Beginning.