

When recorded return to
American Fork City
51 E. Main St.
American Fork UT 84003



ENT 78714:2016 PG 1 of 5
JEFFERY SMITH
UTAH COUNTY RECORDER
2016 Aug 18 12:16 pm FEE 0.00 BY VM
RECORDED FOR AMERICAN FORK CITY

STATE OF UTAH

AMERICAN FORK CITY

Maintenance Agreement

WHEREAS, OAKWOOD HOMES OF UTAH LLC (hereinafter referred to as the "Property Owner") recognizes that the Storm Water Facilities (hereinafter referred to as the "Facility" or "Facilities") must be maintained for the development called, SOUTH POINT PH 2, located at 740 EAST 400 SOUTH, in American Fork City, Utah County, State of Utah; and,

WHEREAS, the Property Owner is the owner of the real property more particularly described on the attached Exhibit A to be recorded as the _____ in the records of the Clerk of the Utah County Recorder's Office (hereinafter referred to as the "Property"); and,

WHEREAS, American Fork City (hereinafter referred to as the "City") and the Property Owner, or its administrator, executors, successors, heirs, or assigns, agree that the health, safety, welfare and well-being of the citizens of the City require that the facilities be constructed and maintained on the property; and,

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:

Section 1

The Facility or Facilities shall be constructed by the Property Owner in accordance with the plans and specifications for the development.

Section 2

The Property Owner, its administrators, executors, successors, heirs, or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry.

Section 3

In accordance with this Maintenance Agreement, the City, with due notice, may enter the property and take whatever steps it deems necessary to return the Facility or Facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property.

Section 4

In the event the City, pursuant to this Maintenance Agreement, performs work outside of dedicated public roadways of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City, upon demand within thirty (30) days of receipt thereof for all the costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. 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 a result of the Property Owner's actions.

Section 5

The Property Owner, its administrator, executors, successors, heirs, and assigns hereby indemnifies and hold harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences, or claims that might arise or be asserted against the City from the construction, presence, existence or maintenance of the Facility or Facilities by the Property Owner or the existence or maintenance of the Facility or Facilities by the Property Owner or the City. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

Section 6

This Maintenance Agreement shall be recorded among the deed records of the Clerk of the Utah County Recorder's Office and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrator, executors, heirs, assigns and any other successors in interest.

Section 7

This Maintenance Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

Section 8

Invalidation of any one of the provisions of this Maintenance Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

SO AGREED this 25th day of July, 20 16.

PROPERTY OWNER

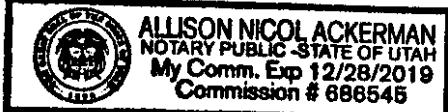


STATE OF Utah)
COUNTY OF Utah)

On this 25 day of July 2016, personally appeared before me
Glen Lent, the VP of Land,
known or identified to me to be the person whose name is subscribed to the within instrument, and in
due form of law acknowledged that he/she is authorized on behalf of said company to execute all
documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary
act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and
County on the day and year last above written.

Notary Seal



Allison Nicol Ackerman
(Signature of Notary)

My Commission Expires: 12/28/19

AMERICAN FORK STORM DRAIN
REPRESENTATIVE

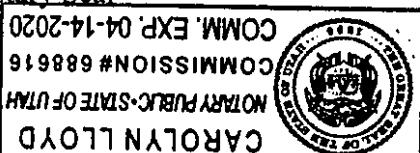
M. Hall

STATE OF Utah)
COUNTY OF Utah)

On this 26 day of July 2016, personally appeared before me
Nestor Gallo, the City Engineer of American Fork City,
known or identified to me to be the person whose name is subscribed to the within instrument, and in
due form of law acknowledged that he/she is authorized on behalf of said company to execute all
documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary
act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and
County on the day and year last above written.

Notary Seal



Carolyn Lloyd
(Signature of Notary)

My Commission Expires: 04-14-2020

Exhibit A
(Parcel/ Plat and Legal Description)

Exhibit A – Legal Description of Property

A parcel of land located in the Northwest Quarter of the Southeast Quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian, the Basis of Bearings is N00°24'14"W between the East Quarter Corner and the Northeast Section Corner of Section 24, said parcel being more particularly described as follow:

Beginning at a point West 1547.58 feet and South 124.46 feet from the East Quarter Corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running thence S01°04'55"W 95.30 feet to the beginning of a tangent curve to the right, having a radius of 15.00 feet; thence along the arc of said curve a length of 23.28 feet, passing through a central angle of 88°55'05", chord bears S45°32'28"W 21.01 feet; thence S01°46'20"W 47.02 feet to the beginning of a non-tangent curve to the right, having a radius of 15.00 feet; thence along the arc of said curve a length of 23.85 feet, passing through a central angle of 91°04'55", chord bears S44°27'32"E 21.41 feet; thence S01°04'55"W 139.37 feet to the beginning of a tangent curve to the right, having a radius of 15.00 feet; thence along the arc of said curve a length of 23.57 feet, passing through a central angle of 90°02'43", chord bears S46°06'17"W 21.22 feet; thence S01°03'37"W 66.00 feet; thence N88°52'22"W 28.34 feet to the beginning of a tangent curve to the right, having a radius of 483.00 feet; thence along the arc of said curve a length of 54.91 feet, passing through a central angle of 06°30'49", chord bears N85°36'58"W 54.88 feet; to the beginning of a tangent curve to the left, having a radius of 15.00 feet; thence along the arc of said curve a length of 24.14 feet, passing through a central angle of 92°12'56", chord bears S51°31'59"W 21.62 feet; thence N75°19'40"W 47.52 feet to the beginning of a non-tangent curve to the left, having a radius of 15.00 feet; thence along the arc of said curve a length of 21.97 feet, passing through a central angle of 83°54'35", chord bears N35°03'49"W 20.06 feet; thence N77°01'06"W 69.18 feet to the beginning of a tangent curve to the left, having a radius of 417.00 feet; thence along the arc of said curve a length of 93.47 feet, passing through a central angle of 12°50'35", chord bears N33°26'24"W 93.28 feet; thence N89°51'52"W 83.00 feet to the beginning of a tangent curve to the left, having a radius of 15.00 feet; thence along the arc of said curve a length of 23.50 feet, passing through a central angle of 89°45'27", chord bears S45°15'36"W 21.17 feet; thence N89°52'59"W 39.68 feet; thence N00°48'16"E 361.19 feet; thence East 472.60 feet to the point of beginning.