



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

Parcel No _____

PRIVATE UTILITY MAINTENANCE AGREEMENT

THIS AGREEMENT entered into this 20 day of JUNE, 2017 by and between PROVO CITY CORPORATION, hereinafter referred to as CITY, and DAVID HALL hereinafter referred to as OWNER, currently located at 3000 SIERRA VISTA WAY PROVO.

WITNESSETH

WHEREAS, OWNER has, or desires, to construct water and/or sewer mains together with water service connections and/or sewer laterals on private property, the legal description of said property being described as follows:

Subdivision Plat or Property Address: APPROXIMATELY 3300 S MOUNTAIN VISTA PKWY

Description of Property/Utilities or Metes and Bounds Description: PARCELS 23:001:0057, 23:001:0057, 23:001:0057, 23:001:0057, 46:804:0001 BETWEEN APPROXIMATELY 3300S AND 3500S (SEE ATTACHED METES AND BOUNDS DESCRIPTION)

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

1. That OWNER will maintain the said water and sewer utilities where situated on private property as private utilities connected to public collection and distribution systems in accordance with Provo City Ordinance 10.02.060 and 10.03.050.
2. It shall be the sole responsibility of the OWNER to keep the said private water and sewer utilities in good repair.
3. Repairs to and maintenance of said private utilities shall be at the expense of the OWNER and shall be performed by the OWNER when requested by the CITY. Should OWNER fail to make such repairs upon notice by the CITY, said repairs will be made by the CITY and OWNER shall be billed for the cost thereof.
4. This AGREEMENT shall absolve the CITY from any responsibility for maintenance or repair of said utilities.
5. That OWNER will notify City 24 hours prior to reconstruction or repair of culinary water and sewer lines on the private property described (or in the event of an emergency, prior to commencing work) regarding said reconstruction or repair and that the City will be allowed to inspect the repair and take the precautions necessary to insure the integrity, quality, and functionality of City sewer and water systems during said repair.
6. 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 OWNER's use, misuse, management, or mismanagement of water/sewer utilities under the aforementioned terms of this agreement or arising out of or resulting from any CITY activity relating to the management, maintenance or repair of said private utilities so long as the CITY has acted in good faith in the interest of the health, safety, and welfare of the public and OWNER.
7. 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.

OWNER:

Clayton Kimball
 Owner's Authorized Representative
CLAYTON KIMBALL
 Name and Title (Printed)
6-23-17
 Date

PROVO CITY CORPORATION:

Gary Calder
 Public Works Director
Gary Calder Water Resources Director
 Name and Title (Printed)
7-18-17
 Date

2017

ENT 81887:20 Page 1 of 4
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 2017 Aug 22 12:56 PM FEE 0.00 BY MG
 RECORDED FOR PROVO CITY CORPORATION

OWNER NOTARIZATION

STATE OF UTAH)

:SS

COUNTY OF UTAH)

On the 23 day of June, AD. 2017,

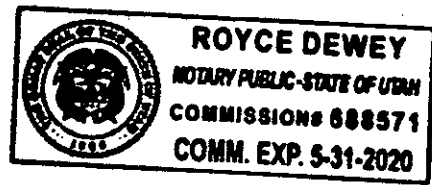
CLAYTON KIMBALL

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 as the owner or authorized representative of owner of said property.

Royce Dewey
Notary Public

My Commission Expires: 5-31-2020

Residing in: 2830 Bullock
Provo, Utah 84604



CITY NOTARIZATION

STATE OF UTAH)

:SS

COUNTY OF UTAH)

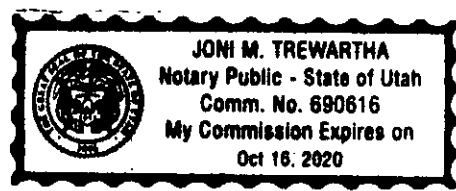
On the 17th day of July, AD. 2017, Gary E. Calde

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.

Joni M. Trewartha
Notary Public

My Commission Expires: 10/16/20

Residing in: Provo UT 84606



BOUNDARY DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, AMENDED NOVATEK PLAT "D" SUBDIVISION, POINT ALSO BEING NORTH 89°35'43" EAST 867.95 FEET ALONG THE SECTION LINE AND SOUTH 989.83 FEET FROM THE NORTH QUARTER CORNER OF SECTION 20, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MOUNTAIN VISTA PARKWAY THE FOLLOWING SIX (6) COURSES: (1) THENCE 517.40 FEET ALONG THE ARC OF A 1148.64 FOOT RADIUS CURVE TO THE RIGHT THRU A CENTRAL ANGLE OF 25°48'31" (CHORD BEARS SOUTH 21°57'09" EAST 513.03 FEET); (2) THENCE SOUTH 9°02'57" EAST 234.48 FEET; (3) THENCE 604.14 FEET ALONG THE ARC OF A 2178.73 FOOT RADIUS CURVE TO THE LEFT THRU A CENTRAL ANGLE OF 15°53'15" (CHORD BEARS SOUTH 16°59'20" EAST 602.20 FEET); (4) THENCE SOUTH 24°56'01" EAST 327.53 FEET; (5) THENCE 602.07 FEET ALONG THE ARC OF A 7592.65 FOOT RADIUS CURVE TO THE LEFT THRU A CENTRAL ANGLE OF 4°32'36" (CHORD BEARS SOUTH 27°12'19" EAST 601.91 FEET); (6) THENCE SOUTH 29°28'41" EAST 544.10 FEET;

THENCE ALONG PARCEL "A" OF THE MOUNTAIN VISTA BUSINESS CENTER PLAT "B" THE FOLLOWING THREE (3) COURSES: (1) THENCE SOUTH 60°34'22" WEST 41 FEET; (2) THENCE SOUTH 29°28'41" EAST 97.39 FEET; (3) THENCE NORTH 60°34'22" EAST 41 FEET TO SAID RIGHT-OF-WAY LINE; THENCE SOUTH 29°28'41" EAST 735.83 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE MOST NORTHERLY CORNER OF LOT 1 OF THE MOUNTAIN VISTA BUSINESS CENTER PLAT "F";

THENCE SOUTH 65°31'04" WEST 658.41 FEET; THENCE 7.61 FEET ALONG THE ARC OF A 1910.08 FOOT RADIUS CURVE TO THE RIGHT THRU A CENTRAL ANGLE OF 0°13'42" (CHORD BEARS SOUTH 4°49'27" EAST 7.61 FEET); THENCE SOUTH 4°42'36" EAST 119.56 FEET; THENCE NORTH 70°54'01" WEST 484.91 FEET TO THE EASTERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE NORTH 22°01'50" WEST 3479.34 FEET ALONG THE EASTERLY LINE OF THE RAILROAD RIGHT-OF-WAY TO THE SOUTHWEST CORNER OF THE BILLINGS TECHNOLOGY PARK PLAT "C"; THENCE NORTH 81°45'00" EAST 242.91 FEET ALONG THE SOUTH LINE OF THE BILLINGS TECHNOLOGY PARK PLAT "C"; THENCE NORTH 64°30'38" EAST 123.97 FEET TO THE SOUTH EAST CORNER OF THE BILLINGS TECHNOLOGY PARK PLAT "C" SUBDIVISION; THENCE NORTH 24°24'10" WEST 1.54 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF THE AMENDED BIRKA POINTE PLAT "A"; THENCE NORTH 64°30'23" EAST 559.20 FEET ALONG THE SOUTH LINE OF THE AMENDED BIRKA POINTE PLAT "A" AND THE AMENDED NOVATEK PLAT "D" SUBDIVISION TO THE POINT OF BEGINNING.

CONTAINS: 75.101 ACRES OR 3,271,415 SQUARE FEET, MORE OR LESS

