

AGREEMENT

This agreement is entered into on this 1 day of February, 2019 between the City of Logan, a political subdivision organized under the laws of the State of Utah, hereinafter referred to as "City" and "C+N Logan, LLC", hereafter referred to as "Owner." City and Owner are jointly referred to as "Parties."

WHEREAS, Owner desires to install privately owned water infrastructure within 02-065-0011, 736 S. Main Street, Logan
(Subdivision/or Parcel #) (County Record Entry #, if applicable) (Address) (City)
Utah, to service proposed development, with this agreement to the property/system being binding on successors and assigns in perpetuity; and

WHEREAS, the privately owned water infrastructure installed by Owner is classified by the State of Utah, Division of Drinking Water Regulations as a Public Water System pursuant to administrative rules promulgated by the Drinking Water Board as authorized by Title 19, Environmental Quality Code, Chapter 4, Safe Drinking Water Act.

WHEREAS, City is required by State of Utah, Division of Drinking Water Regulations, to provide services related to Public Water Systems in the City's jurisdiction; and

WHEREAS, City will perform services on the Owner's property to comply with State of Utah, Division of Drinking Water Regulations for Public Water Systems ,

NOW THEREFORE, the parties, in consideration of their mutual promises and covenants, agree as follows:

1. Owner shall notify City of any repair or additional connections made to the private water infrastructure.
2. City shall inspect and approve any additions/changes and repairs made to the private water infrastructure consistent with City Standards and Specifications and Utah Division of Drinking Water Regulations.
3. City shall have the right, through its agents or employees, to enter upon the premises of Owner and be allowed access to all water meters, water meter vaults, and fire hydrants at any time.

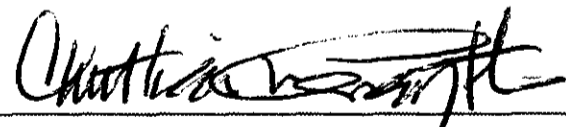
4. Water meters shall remain the property of City and will not become attachments to the real property. City will be responsible to repair and replace water meters as needed. If a water meter is damaged due to freezing, or negligence of the Owner or his agents, the Owner will be charged for a new meter.
5. Owner shall be responsible for the meter vault, meter setter, water infrastructure, including all fittings and connections. Owner shall be responsible for all infrastructure except the water meter.
6. City will maintain fire hydrants. Maintenance will include any minor repairs (seals, bearings, O-rings, oil and grease, couplers, etc.) and yearly maintenance including flushing and testing. Owner shall be responsible for any major repairs such as seats, bonnets, base, or any damage to the hydrant. City will charge the Owner a monthly fee that will be part of the monthly utility bill.
7. City reserves the right to shut off water service pursuant to Logan Municipal Code Chapter 13.08 until Owner complies with the terms and conditions of this agreement, State of Utah Division of Drinking Water Regulations, or other applicable laws.
8. City reserves the right to access property and buildings as needed in accordance with the most current City and State codes to administer and inspect for backflow compliance and collect water samples necessary for water quality testing.

In witness whereof, the parties have executed this instrument at the place and on the date first above specified.

City:
City Municipal Corporation

Mayor

Owner:



CHRISTIAN W. FORSYTH

Attest:

City Recorder

State of Utah)

County of Box Elder)

On this 01 day of February, 2019, before me

Jill C. Jensen, a notary public, personally appeared

Christian Forsyth, based on the basis of satisfactory

evidence to be the person whose name is subscribed to this instrument, and

acknowledged that he/she executed the same. Witness my hand and official seal.



Jill C. Jensen
Notary Public

(Parcel 02-065-0011)

Legal Description

A PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 165 LOCATED NORTH 02°02'54" WEST A DISTANCE OF 710.54 FEET, AND 126.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 831.47 FEET, A CENTRAL ANGLE OF 08°44'03", CHORD BEARS NORTH 06°14'13" WEST A DISTANCE OF 126.63 FEET FROM LOGAN CITY GPS MONUMENT #442, SAID POINT BEING LOCATED SOUTH 17°19'26" WEST, A DISTANCE OF 1731.27 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 4, AND BEING THE BEGINNING OF A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 88°07'49" EAST, A RADIAL DISTANCE OF 831.47 FEET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES: (1) 48.04 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 03°18'37", CHORD BEARS NORTH 00°12'53" WEST A DISTANCE OF 48.03 FEET; (2) NORTH 01°21'35" EAST, A DISTANCE OF 85.46 FEET TO THE SOUTH LINE OF PARCEL 02-063-0025; THENCE SOUTH 89°15'59" EAST, A DISTANCE OF 289.87 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 00°44'01" WEST, A DISTANCE OF 133.48 FEET; THENCE NORTH 89°15'59" WEST, A DISTANCE OF 290.01 FEET TO THE POINT OF BEGINNING.