



ENT 15394:2016 PG 1 of 4  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2016 Feb 25 11:15 am FEE 17.00 BY SW  
RECORDED FOR M DRAKE

STATE OF UTAH

AMERICAN FORK CITY

Maintenance Agreement

**WHEREAS**, AF 737 EAST, 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, MORINDA PARKING EXPANSION, located at 737 East 1180 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 ~~was~~ recorded as the XX 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 18<sup>th</sup> day of February, 2016.

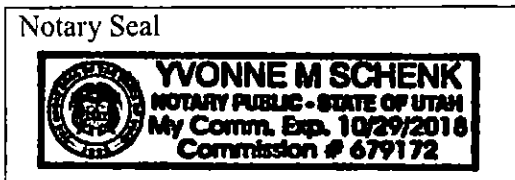
PROPERTY OWNER

  
\_\_\_\_\_

STATE OF UTAH )  
§  
COUNTY OF SALT LAKE )

On this 25<sup>th</sup> day of February 2016, personally appeared before me Brian Shelky on behalf of Capital, the Manager of AF 737 EAST, LLC, 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.



[Signature]  
(Signature of Notary)  
My Commission Expires: 10/29/2018

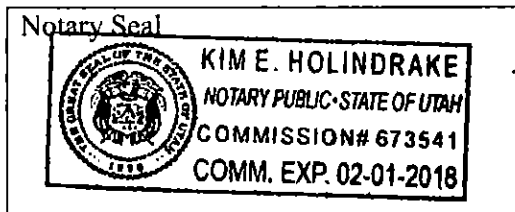
AMERICAN FORK STORM DRAIN REPRESENTATIVE

[Signature]

STATE OF Utah )  
§  
COUNTY OF Utah )

On this 18<sup>th</sup> day of February 2016, personally appeared before me Dale Goodman, the Storm Drain Rep 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.



[Signature]  
(Signature of Notary)  
My Commission Expires: 2-1-2018

Exhibit A  
(Parcel/ Plat and Legal Description)

A tract of land, situate in the NW1/4SE1/4 of Section 25, T. 5 S., R. 1 E., S.L.B. & M. The boundaries of said tract of land are described as follows:

Commencing at the point of intersection of the southwesterly frontage road right of way line of Interstate-15 and the northeasterly corner of the grantee's property as recorded in Entry No. 157226:2002 on file in the office of the Utah County Recorder; said point is 151.23 feet S.00°25'09"E. along the section line and 1,301.78 feet S.89°34'51"W. from the East Quarter Corner of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running thence along the Right of Way line as shown on project number I-15-6(2)270 the following six (6) courses and distances: next N.64°27'14"W. (N. 67° 32'00" W. by record) 110.30 feet; thence (2) S.89°54'38"W. (West by record) 354.90 feet; thence (3) S.76°13'17"W. (S. 77° 17'00" W. by record) 68.01 feet; thence (4) S.77°58'05"W. (S. 77°17'00" W. by record) 285.69 feet; thence (5) S.89°23'22"W. (West by record) 47.36 feet; thence (6) N.00°00'14"E. (North by record) 106.28 feet to the beginning of a 1,550.00-foot radius non-tangent curve to the left; thence along the southerly toe of slope of Sam White Bridge the following seven (7) courses and distances: next easterly 166.29 feet along the arc of said curve (Note: Chord to said curve bears N.81°51'21"E. for a distance of 166.21 feet) to a point of reverse curve to the right having a radius of 800.00 feet; thence (2) easterly 157.87 feet along the arc of said curve (Note: Chord to said curve bears N.84°26'08"E. for a distance of 157.62 feet); thence (3) S.89°54'40"E. 103.33 feet to the beginning of a 800.00-foot radius curve to the right; thence (4) easterly 107.40 feet along the arc of said curve (Note: Chord to said curve bears S.86°03'54"E. for a distance of 107.32 feet); thence (5) S.82°13'08"E. 39.79 feet to the beginning of a 800.00-foot radius curve to the left; thence (6) easterly 95.43 feet along the arc of said curve (Note: Chord to said curve bears S.85° 38'11"E. for a distance of 95.38 feet); thence (7) S.89°03'14"E. 68.80 feet; thence S.49°51'08"E. 146.67 feet to the point of beginning.

Together with the following tract of land (tax serial no. 13:063:0026):

Commencing at a point located South 00°25'09" East along the Section Line 78.94 feet and West 2148.10 feet from the East Quarter Corner of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 00°00'14" West 111.05 feet; thence North 89°23'22" East 47.36 feet; thence North 77°58'05" East 285.69 feet; thence North 76°13'17" East 68.01 feet; thence North 89°54'38" East 354.90 feet; thence South 64°27'14" East 110.95 feet; thence South 50°05'30" East 127.84 feet; thence South 49°38'50" East 264.15 feet; thence South 40°08'13" West 389.97 feet; thence North 49°51'47" West 164.57 feet; thence along an arc of a 260.00 foot Radius Curve to the left 182.14 feet (chord bears North 69°55'54" West 178.43 feet); thence West 706.12 feet; thence along an arc of a 15.00 foot Radius Curve to the right 23.56 feet (chord bears North 45°00'00" West 21.21 feet); thence North 53.19 feet; thence along an arc of a 233.00 foot Radius Curve to the left 93.53 feet (chord bears North 11°30'00" West 92.91 feet); thence North 23°00'00" West 81.28 feet; thence along an arc of a 350.00 foot Radius Curve to the right 140.50 feet (chord bears North 11°30'00" West 139.56 feet); thence North 79.06 feet; thence along an arc of a 15.00 foot Radius Curve to the right 23.47 feet (chord bears North 44°49'37" East 21.15 feet); thence North 89°39'14" East 181.93 feet to the point of beginning (approximately 11.956144 acres).