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City of North Salt Lake
10 East Center Street
North Salt Lake, UT 84054

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PICHAIR T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/08/2019 01:12 PM
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DEPT REC'D FOR CITY OF NORTH SALT
LAKE 2019-109

STORM WATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT

City of North Salt Lake, Utah

THIS AGREEMENT, made and entered into this 4 day of February, 2019, by and between (Owner)
High Rustler LLC hereinafter called the "Landowner", and the City of North
Salt Lake, Utah, hereinafter called "City"

01-083-0083

WITNESSETH,

WHEREAS, the Landowner is the owner of certain real property described as (Development Name/Parcel Identification
Number) North Salt Lake Industrial Plat A (182) as recorded by deed in the land records of Davis County, Utah,
Deed Book 5965 Page 6216, 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 Maverick/NSL Ind. Plat A ^{lot 182} (Name of
Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the
City, provides for detention and/or Structural Best Management Practices (BMP) of storm water within the legal boundaries of the
property, and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the
health, safety, and welfare of the residents and businesses of North Salt Lake, Utah, require that on-site storm water
management/BMP facilities, hereinafter called "facilities", as constructed be maintained on the Property, and

WHEREAS, the City requires that on-site storm water management/BMP 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 homeowners association shall adequately maintain the storm
water management/BMP 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, shall inspect the storm water management/BMP facility and submit an
inspection report to the City annually on June 30th. The purpose of the inspection is to assure safe and proper functioning of the
facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies and
corrective actions shall be noted in the inspection report

3 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/BMP 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

4 In the event the Landowner, its successors and assigns, fails to adequately maintain the storm water management/BMP 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 in the inspection, 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/BMP 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

5 The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate In the event a maintenance schedule for the storm water management/BMP facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed

6 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

7 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/BMP facilities fail to operate properly

8 This Agreement shall be recorded among the land records of the City of North Salt Lake, Davis County, 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

9 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 Davis County, Utah

10 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

High Ruston, LLC
Company/Corporation/Partnership Name (Seal)

CITY OF NORTH SALT LAKE, UTAH
Municipal Corporation

By Sean Norton

By Ken Leatham

Sean Norton
(Print Name)

Ken Leatham
(Print Name)

Member
(Title)

City Manager
(Title)

STATE OF UTAH

STATE OF UTAH

CITY OF SALT LAKE

CITY OF NORTH SALT LAKE

The foregoing Agreement was acknowledged before me this 14th day of February 20 19 by

The foregoing Agreement was acknowledged before me this 5th day of Feb. 20 19 by

Sean Norton

Linda Horrocks

NOTARY PUBLIC

NOTARY PUBLIC

My Commission Expires 9/12/20

My Commission Expires 4/4/20

Ashley Olsen
Linda Horrocks

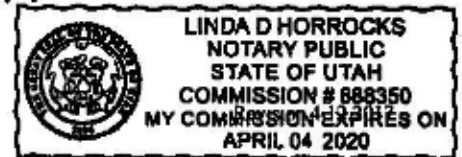
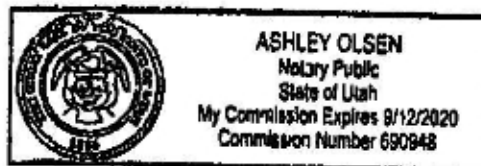


Exhibit A

Parcel ID

01-083-0083

Legal Description

ALL OF LOTS 1 & 2, NORTH SALT LAKE INDUSTRIAL PARK PLAT A LESS & EXCEPT A PARCEL OF LAND IN FEE BEING PART OF AN ENTIRE TRACT OF PPTY SIT IN THE SE 1/4 OF THE SE 1/4 OF SEC 3-T1N-R1W, SLM, FOR THE WIDENING OF THE INTERSECTION OF REDWOOD RD STR (SR-68) & CENTER STR IN NORTH SALT LAKE KNOWN AS PROJECT NO STP-9999 (158), THE BNDRY OF SD PART OF AN ENTIRE TRACT ARE DESC AS FOLLOWS BEG AT A PT IN THE N'LY R/W LINE OF SD CENTER STR, WH PT IS 151 76 M S 89°36'51" W ALG THE SEC LINE OF SD SEC 3 & 12 19 M N 00°23'09" W FR THE SE COR OF SD SEC 3, SD PT BEING 10 73 M PERP'LY DISTANT N'LY FR THE CONTROL LINE OF SD CENTER STR AT ENGINEERS STATION 10+184 50, TH NW'LY 17 96 M ALG THE ARC OF A 9 14 M RAD CURVE TO THE RIGHT (NOTE CHORD TO SD CURVE BEARS N 34°05'17" W 15 21 M) TO A PT 15 24 M PERP'LY DISTANT E'LY FR THE CONTROL LINE OF SD REDWOOD RD (SR-68) AT ENGINEERS STATION 1+181 36, TH S 34°05'17" E 15 21 M TO THE POB AS SHOWN ON THE OFFICIAL MAP OF SD PROJECT ON FILE IN THE OFFICE OF UDOT CONT 13 42 ACRES