

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

Parcel No. (See Attachment)

PRIVATE UTILITY MAINTENANCE AGREEMENT

THIS AGREEMENT entered into this 15th day of June , 2017 by and between PROVO CITY CORPORATION, hereinafter referred to as CITY, and PLUM TREE PROPERTY, LLC, a Delaware limited liability company hereinafter referred to as OWNER, currently located at 40 Danbury Road, Wilton, CT, 06897

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: 2250 North University Parkway, Provo, Utah 84604

Description of Property/Utilities or Metes and Bounds Description: Plum Tree Shopping Center (See Attachment for Metes and Bounds Description)

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

1. That OWNER will maintain the said water, sewer, and storm drainage 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, 10.03.050 and 18.03.
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, sewer and storm drainage facilities 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 this Agreement.



[Signatures on following pages]

ENT 81888:2017 PG 1 of 5
JEFFERY SMITH
UTAH COUNTY RECORDER
2017 AUG 22 12:58 PM FEE 0.00 BY NG
RECORDED FOR PROVO CITY CORPORATION

OWNER:

PLUM TREE PROPERTY, LLC,
a Delaware limited liability company

By: [Signature]
Name: Bruce Nizic
Its: Vice President

By: [Signature]
Name: Marc Porosoff
Its: Vice President and Secretary

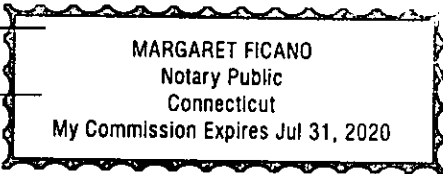
OWNER NOTARIZATION

STATE OF Connecticut
:SS
COUNTY OF Fairfield

On the 13th day of June, AD. 2017, Bruce Nizic, Vice President and Marc Porosoff Vice President and Secretary the signer() of the above Agreement, _____ in number, personally appeared before me, the undersigned Notary Public, in and said County of Fairfield said State Of Connecticut, , 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.

Margaret Ficano
Notary Public

My Commission Expires: 7-31-20
Residing in: Wilton, CT



PROVO CITY CORPORATION:

Gary E. Calder
Public Works Director

Gary E. Calder Water Resource Director
Name and Title (Printed)

July 17, 2017
Date

CITY NOTARIZATION

STATE OF UTAH)

:ss

COUNTY OF UTAH)

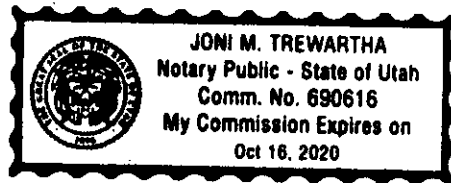
On the 17th day of July, AD. 2017, Gary E. Calder

 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

A PARCEL OF LAND LYING AND SITUATED IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED AT THE INTERSECTION OF AN EXISTING FENCE RUNNING NORTH AND THE NORTH RIGHT-OF-WAY LINE OF 2230 NORTH STREET, SAID ALSO BEING NORTH 88°26'46" EAST, ALONG THE SECTION LINE, 571.36 FEET AND NORTH 01°33'14" WEST 1039.60 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 25, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE, ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 87°33'25" WEST 228.28 FEET; THENCE NORTH 01°50'01" WEST 142.70 FEET; THENCE SOUTH 88°09'59" WEST 219.89 FEET; THENCE SOUTHWESTERLY 38.20 FEET ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 87°32'44", (CHORD BEARS SOUTH 44°23'58" WEST 34.59 FEET); THENCE SOUTH 00°37'56" WEST 90.59 FEET; THENCE SOUTHEASTERLY 19.07 FEET ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 43°42'10", (CHORD BEARS SOUTH 21°14'00" EAST 18.61 FEET) TO THE AFORESAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTHWESTERLY 155.27 FEET ALONG A 517.47 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°11'32", (CHORD BEARS SOUTH 74°08'36" WEST 154.69 FEET) TO THE PROPERTY DEEDED TO THE CITY OF PROVO BY A SPECIAL WARRANTY DEED RECORDED AS ENTRY NO. 83213:2016 ON AUGUST 29, 2016 IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID SPECIAL WARRANTY DEED, SOUTH 65°32'52" WEST 91.35 FEET; THENCE NORTH 01°50'01" WEST 179.33 FEET; THENCE SOUTH 88°08'49" WEST 146.07 FEET; THENCE SOUTH 43°09'59" WEST 124.21 FEET TO THE EAST RIGHT-OF-WAY LINE OF UNIVERSITY PARKWAY; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTHWESTERLY 369.77 FEET ALONG A 11539.16 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 1°50'10", (CHORD BEARS NORTH 47°28'32" WEST 369.75 FEET); THENCE NORTH 43°09'59" EAST 137.71 FEET; THENCE NORTH 46°50'01" WEST 235.56 FEET; THENCE SOUTH 43°09'59" WEST 146.54 FEET TO THE AFORESAID EAST RIGHT-OF-WAY LINE; THENCE NORTHWESTERLY 15.20 FEET ALONG A 11539.16 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00°04'32", (CHORD BEARS NORTH 49°36'06" WEST 15.20 FEET); THENCE CONTINUING ALONG SAID RIGHT-OF-WAY ALONG THE ARC OF A SPIRAL CURVE 200.91 FEET (CHORD BEARS NORTH 49°59'34" WEST 200.91 FEET); THENCE NORTH 42°41'02" WEST 21.14 FEET; THENCE NORTH 43°11'38" EAST 170.31; TO A POINT ON THE WEST LINE OF PARCEL A OF THE NEW PLUM TREE PLAT "A", RECORDED JANUARY 29, 1998 AS ENTRY NO. 8500, MAP NO. 7407 IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID PARCEL A THE FOLLOWING EIGHT (8) COURSES: (1) NORTHWESTERLY 77.65 FEET ALONG THE ARC OF A 121.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 36°37'03", (CHORD BEARS NORTH 17°58'29" WEST 76.34 FEET), (2) NORTH 00°20'00" EAST 501.70 FEET, (3) NORTHWESTERLY 40.19 FEET ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 92°05'34", (CHORD BEARS NORTH 45°43'23" WEST 36.00 FEET), (4) SOUTH 88°13'15" WEST 94.28 FEET, (5) NORTH 42°58'56" EAST 8.79 FEET, (6) NORTH 87°43'45" EAST 5.63 FEET, (7) NORTH 01°46'45" WEST 18.71 FEET, (8) NORTH 88°13'15" EAST 344.42 FEET TO A FENCE LINE EXTENSION; THENCE ALONG SAID FENCE LINE EXTENSION AND AN EXISTING FENCE THE FOLLOWING SEVEN (7) COURSES: (1) SOUTH 46°55'06" EAST 392.91 FEET, (2) SOUTH 46°37'20" EAST 294.94 FEET, (3) NORTH 88°39'57" EAST 135.96 FEET, (4) NORTH 88°12'26" EAST 461.19 FEET, (5) SOUTH 46°40'41" EAST 162.29 FEET, (6) SOUTH 01°37'34" EAST 653.36 FEET, (7) SOUTH 01°48'35" EAST 114.68 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,273,850 SQ. FT. OR 29.24 AC.

