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When recorded, mail to:

LAYTON CITY RECORDER
437 North Wasatch Drive
Layton, Utah 84041

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
04/06/2020 01:01 PM
FEE \$0.00 Pgs: 14
DEP RTT REC'D FOR LAYTON CITY CORP

With a copy to:

IHC HEALTH SERVICES, INC.
36 South State Street, 23rd Floor
Salt Lake City, Utah 84111
Attn: Corporate Real Estate Director

Affects Parcel Nos.: 11-061-0253; 11-075-0164;

**LAYTON CITY
STORM WATER FACILITIES MAINTENANCE AGREEMENT**

This Storm Water Facilities Maintenance Agreement ("Agreement") is made and entered into this 5th day of MARCH, 2020, by and between Layton City, a Utah municipal corporation ("City"), and IHC Health Services, Inc., a Utah nonprofit corporation ("Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the City, as set forth in the Layton City Storm Water Ordinance, as amended ("Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in *Utah Code Ann. §§ 19-5-101, et seq.*, as amended ("Act"); and

WHEREAS, the Owner is the owner in fee simple of certain real property more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, the Owner desires to build and develop the Property and to conduct certain regulated construction activities on the Property that will alter existing storm and surface water conditions on the Property and/or adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner desires to build and maintain at Owner's expense a storm and surface water management facility and related improvements (collectively, "Storm Water Facilities") described and shown on the final site plan or subdivision plat and related engineering drawings listed on Exhibit B, as the same may be amended, and incorporated herein by this reference (collectively, "Development Plan"); and

WHEREAS, as a condition of Development Plan approval, and as required as part of the City's Small MS4 UPDES General Permit from the State of Utah, Owner is required to enter into this Agreement addressing the maintenance requirements for the Storm Water Facilities and control measures installed on the Property.

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Development Plan, and the mutual covenants contained herein, the parties agree as follows:

1. Construction of Storm Water Facilities. The Owner shall, at its sole cost and expense, construct the Storm Water Facilities in strict accordance with the plans and specifications identified in the Development Plan, and any amendments thereto approved by the City.
2. Maintenance of Storm Water Facilities. The Owner shall, at its sole cost and expense, perform all work necessary to adequately maintain the Storm Water Facilities, including all pipes and channels built to convey storm water as well as all structures, improvements, and vegetation installed to control the quantity and quality of storm water, in accordance with the Development Plan. Adequate maintenance, for purposes of this Agreement, is defined as good working condition such that the Storm Water Facilities continue to operate in a manner consistent with the Development Plan and in compliance with the Act and the Ordinance. In the event that a maintenance schedule is set forth in the Development Plan, such maintenance schedule shall be followed.
3. Annual Inspection of Storm Water Facilities. The Owner shall, at its sole cost and expense, annually inspect the Storm Water Facilities and submit an inspection report and certification to the City on or before July 31st of each year. The purpose of the inspection report and certification is to confirm the safe and proper functioning of the Storm Water Facilities in accordance with the Development Plan and in compliance with the Act and the Ordinance. Each annual inspection shall adequately address each aspect of the Storm Water Facilities, including, but not limited to, the structural improvements, berms, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Owner shall identify any deficiencies discovered during each annual inspection in the inspection report. The inspection report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed in the Development Plan to protect water quality in compliance with the Act and the Ordinance. The annual inspection report and certification shall be on forms reasonably acceptable to the City.
4. City Oversight Inspection Authority. Subject to the provisions of this Agreement, the Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property at commercially reasonable times for the limited purpose of inspecting the Storm Water Facilities as deemed necessary by the City. The purpose of the inspection shall be to determine and ensure that the Storm Water Facilities are being adequately maintained in accordance with this Agreement and continue to perform as designed in the Development Plan and in compliance with

the Act and the Ordinance. Such inspections shall be conducted in a commercially reasonable manner in all respects. Additionally, the City agrees to abide by the stricter of the City's or the Owner's safety requirements and protocols for the Storm Water Facilities and, if requested by the Owner, to be escorted by the Owner or its representatives during the inspection. The City agrees, at its cost and expense, to repair any damage to the Property or improvements that the City causes when entering upon the Property.

5. Notice of Deficiencies. If the City finds that the Storm Water Facilities fail to comply with the Act or the Ordinance or are not being maintained in accordance with this Agreement (in each case, a "Defect"), the City shall send Owner a written notice describing each Defect in reasonable detail (each, a "Notice of Defect") and provide Owner with a commercially reasonable period of time in which to correct such Defect given the nature of the Defect, subject to any force majeure event described in Section 13 (the "Cure Period"). Notwithstanding the preceding sentence, any Defect that causes an imminent risk of serious harm to human life or property shall be cured as soon as reasonably possible so as to minimize such risk.
6. Owner to Make Repairs. Following the Owner's receipt of a Notice of Defect, the Owner shall, at its sole cost and expense, correct the Defect by making such repairs, changes or modifications to the Storm Water Facilities described in the Notice of Defect within the Cure Period.
7. City's Corrective Action Authority. If the Owner fails to correct a Defect for which the Owner has received a Notice of Defect within the applicable Cure Period, the City may then enter upon the Property, after providing the Owner with written notice at least three (3) business days in advance, in order to correct such Defect (except in the case of emergencies or similar situations where the 3-day notice requirement is infeasible given the nature of the Defect, for which no advance notice is required). The City may also charge to the Owner the actual, commercially reasonable costs incurred by the City to correct such Defect. The City shall perform its work to correct any Defects in a commercially reasonable manner and in a manner that least interferes with the Owner's use and enjoyment of the Property. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Storm Water Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. 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 provided by law for the Owner's failure to remedy any Defect or any other failure to perform under the terms and conditions of this Agreement.
8. Reimbursement of Costs. If the City elects to correct a Defect pursuant to Section 7, the Owner shall reimburse the City for the City's actual, commercially reasonable costs within thirty (30) days following the Owner's receipt of the City's written demand for reimbursement. If the Owner fails to reimburse the City within this 30-day period, the amount owed to the City shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. The Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

9. Counterparts; Incorporation; Successor and Assigns. This Agreement may be signed in one or more counterparts with the same effect as if the parties executing the counterparts had all executed one document. The recitals set forth above and exhibits attached hereto are incorporated in this Agreement by this reference. This Agreement shall be recorded in the Davis County Recorder's Office and the covenants and agreements contained herein shall run with the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.
10. Severability Clause. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors and assigns, is held invalid, the remainder of this Agreement shall not be affected thereby.
11. Utah Law and Venue. This Agreement shall be interpreted under the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Davis County, Utah.
12. Indemnification. Except as expressly set forth herein, this Agreement imposes no liability of any kind whatsoever on the City. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City by reason of the Owner's construction, operation, or maintenance of the Storm Water Facilities, except to the extent due to the negligence or willful misconduct of the City.
13. Force Majeure. If either party's performance under this Agreement is interrupted or delayed by any occurrence not occasioned by the conduct of either party to this Agreement, and such occurrence is outside the reasonable control of the performing party, whether that occurrence is an act of God or public enemy, or whether the occurrence is caused by war, riot, storm, weather, earthquake, other natural forces, moratoriums, unavailability of material or labor, or by acts of anyone not party to this Agreement, then the party whose performance is being delayed shall be excused from any further performance for a period of time while the delay occurs; provided, however, the other party's performance shall also be delayed to the extent it is contingent upon the delaying party's performance of its obligations.
14. Amendments. This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Davis County Recorder's Office.
15. Subordination Requirement. If there is a lien, trust deed or other property interest recorded against the Property that is senior to this Agreement and, in the City's

reasonable opinion, will interfere with the City's rights hereunder, the trustee, lien holder, or property interest holder shall be required to execute a subordination agreement or other acceptable recorded document that subordinates such lien, trust deed or property interest to this Agreement.

16. Notices. All notices or other communications required hereunder shall be in writing, and shall be either personally delivered, delivered by overnight delivery service or by certified mail to each party at the address set forth below:

To the Owner:

IHC Health Services, Inc.
36 South State Street, 21st Floor
Salt Lake City, Utah 84111
Attention: Corporate Real Estate Director

To the City:

Layton City Corporation
437 N. Wasatch Drive
Layton, Utah 84041
Attention: _____

Notice of change of address shall be given by written notice in the manner described in this Section.

17. No Public Gift or Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication of all or any portion of the Property for the general public or for any other public purpose whatsoever, it being the intention of the City and the Owner that this Agreement be strictly limited to the purposes expressed herein.
18. No Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein will not be deemed a waiver of any rights or remedies, and will not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other party.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

"City"
Layton City

By: 

Its: City Manager
SWJ

Approved as to form

By: 

Date: 2/5/2020

"Owner"

IHC HEALTH SERVICES, INC.,
a Utah nonprofit corporation

By: 

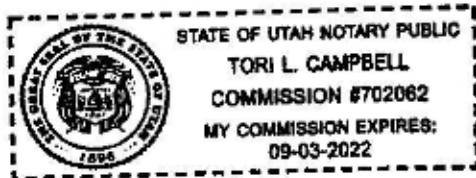
Print Name: Clay L. Ashdown

Its: ✓

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : SS.
COUNTY OF DAVIS)

On the 5 day of March, 2020, personally appeared before me
Alex Jensen, who being duly sworn, did say that he she is the City
manager of LAYTON CITY, a
municipal corporation of the State of Utah, and that the foregoing instrument was signed in
his/her capacity as land use authority on behalf of the City for approval of Storm Water
Facilities Maintenance Agreements.



Tori A. Campbell
Notary Public

OWNER
ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 27th day of January, 2020, personally appeared before me Clay Ashdown,
the Vice President of IHC Health Services, Inc., a Utah nonprofit corporation,
and that the foregoing instrument was signed by him/her on behalf of said corporation.



Lorrie Callaway
Notary Public

Exhibit A

Property Legal Description

Property located in Davis County, Utah, more particularly described as follows:

Layton Parkway North Subdivision – Boundary Description

A part of the Northeast Quarter of Section 29 and the Northwest Quarter of Section 28 Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Layton City, Davis County, Utah:

Beginning at the Southeasterly Corner of Lot 2, Brookside Farms Subdivision, Layton City, Davis County, Utah, said point being 738.05 feet North 0°04'16" East along the Section Line and 33.73 feet South 89°55'44" East from the East Quarter Corner of said Section 29; and running thence North 36°47'44" West 3.42 feet; thence North 42°29'59" West 540.21 feet to the Southerly Line of the Layton City Property; thence North 53°24'30" East 359.91 feet; thence North 00°04'16" East 338.07 feet; thence North 46°34'32" East 62.13 feet to the Section Line; thence South 0°04'16" West 38.17 feet along the Section line; thence South 36°00'03" East 178.21 feet; thence North 63°00'00" East 178.64 feet to the West property line of the Doyle Property (Davis County Parcel #11-061-0010); thence two (2) course along the West and South Boundary of said Doyle Property as follows: (1) South 00°04'16" West 28.62 feet; and (2) North 47°59'16" East 98.38 feet; thence North 63°00'00" East 151.33 feet to the South Line of said Doyle Property; thence two (2) courses along said South Boundary line as follows: (1) South 70°25'44" East 102.00 feet; and (2) North 48°29'16" East 17.15 feet to a point on non-tangent curve, said point being on the Westerly right of way line of the Union Pacific Railroad Property; of which the radius point lies South 43°20'19" West; thence Southeasterly along the arc of a 5,630.00 foot radius curve to the right a distance of 798.14 feet (Central Angle equals 08°07'21" and Long Chord bears South 42°36'00" East 797.47 feet) along said Westerly right of way line to the Northerly Line of Layton Parkway; thence South 66°09'10" West 304.17 feet along said Northerly Line; thence South 33°09'51" East 53.79 feet; thence Easterly along the arc of a 36.00 foot radius curve to the left a distance of 48.54 feet (Central Angle equals 77°15'11" and Long Chord bears South 71°47'27" East 44.95 feet) to said Northerly Line; thence South 65°56'29" West 127.10 feet along said Northerly line to a point on a non-tangent curve to the left, of which the radius point lies North 25°27'06" West; thence Northerly along the arc of a 38.30 foot radius curve to the left a distance of 61.13 feet (Central Angle equals 91°26'08" and Long Chord bears North 18°49'50" East 54.84 feet); thence South 56°50'09" West 561.02 feet to a point on a non-tangent curve of which the radius point lies North 05°02'19" East said point being on the Easterly right of way of 100 West Street; thence along said Easterly and Northerly right of way lines the following three (3) courses: (1) Northwesterly along the arc of a 25.00 foot radius curve to the right a distance of 22.02 feet (Central Angle equals 50°28'07" and Long Chord bears North 59°43'37" West 21.32 feet); (2) North 34°29'34" West 261.45 feet; and (3) South 48°54'49" West 195.66 feet to the POINT OF BEGINNING.

Together with:

A part of the Northeast Quarter of Section 29 and the Northwest Quarter of Section 28 Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Layton City, Davis County, Utah:

Beginning at a point 420.14 feet North 0°04'16" East along the Section Line to the Northerly Right-of-Way Line of Layton Parkway and 182.51 feet North 58°02'51" East along said Northerly Right-of-Way Line from the East Quarter Corner of said Section 29; and running thence along said Northerly Right-of-Way Line the following six (6) courses: (1) South 58°02'51" West 264.41 feet, (2) South 59°30'49" West 131.47 feet, (3) South 41°45'50" West 58.95 feet to a point of curvature, (4) Southwesterly along the arc of a 2570.00 foot Radius curve to the right a distance of 189.36 feet (Central Angle equals 4°13'18" and Long Chord bears South 64°18'18" West 189.32 feet) to a point of non-tangency, (5) South 73°17'02" West 98.81 feet and (6) South 68°22'04" West 250.06 feet; thence North

22°52'04" West 13.88 feet to the South Boundary line of Amended Plat of Hodson Estates Phase 1; thence North 48°55'33" East 721.55 feet along said South Boundary line more or less to a point of a non-tangent curve and the Westerly Right-of-Way Line of 225 West Street; thence along said Westerly and Southerly Right-of-Way the following eight (8) courses: (1) Southeasterly along the arc of a 51.50 foot Radius curve to the left a distance of 161.01 feet (Central Angle equals 179°07'45" and Long Chord bears South 87°38'35" East 103.00 feet) to a point of reverse curvature, (2) Northeasterly along the arc of a 31.00 foot Radius curve to the right a distance of 25.82 feet (Central Angle equals 47°42'59" and Long Chord bears North 26°39'02" East 25.08 feet), (3) North 50°30'46" East 217.18 feet to a point of curvature, (4) Northeasterly along the arc of a 120.50 foot Radius curve to the right a distance of 53.33 feet (Central Angle equals 25°21'34" and Long Chord bears North 63°11'32" East 52.90 feet) to a point of non-tangency, (5) South 64°18'39" East 38.67 feet to a point of a non-tangent curve, (6) Southeasterly along the arc of a 290.00 foot Radius curve to the left a distance of 52.29 feet (Central Angle equals 10°19'52" and Long Chord bears South 31°02'50" East 52.22 feet) to a point of tangency, (7) South 36°05'31" East 51.37 feet to a point of curvature, and (8) Southwesterly along the arc of a 40.00 foot Radius curve to the right a distance of 63.06 feet (Central Angel equals 90°19'39" and Long Chord bears South 9°04'19" West 56.73 feet) to the Northerly Right-of-Way Line of said Layton Parkway; thence South 54°16'29" West 93.67 feet along said Northerly Right-of-Way to the Point of Beginning.

Contains 24.150 Acres, more or less

Exhibit B
Development Plan

Water Mains	
Storm Drain Mains	
General	
Electrical Mains	
Water Meter	
Gas Mains	
Fire Hydrant	
Water Meter	
Water Valve	
Sanitary Sewer	
Culinary Water	
Gas Line	
Irrigation Line	
Storm Drain	
Impoundment Line	
Secondary Metering	
Power Line	
Fire Line	
Land Drain	
Power Pole	
Power Pole	
Light Pole	
Fence	
Location of other	
Overhead Power Line	
Corrugated Metal Pipe	
Concrete Pipe	
Reinforced Concrete Pipe	
Double Iron	
Parapet Channels	
Top of Asphalt	
Edge of Asphalt	
Centerline	
Grade	
Finish Floor	
Top of Curb	
Top of Walk	
Top of Concrete	
Thick Gravel	
Match Existing	
One Dimensional Coordinates	
Utility Center	
Color Contour	
Thick Gravel	
Center Line	
Edge Line	
Direction of Flow	
Existing Asphalt	
New Asphalt	
Heavy Duty Asphalt	
Existing Concrete	
New Concrete	
Soft Care & Cutler	
Drain Tree	
Col/FB Area over 3.6'	

GENERAL GRADING NOTES

- All work shall be in accordance with the City Public Works Ordinance.
- Cut slopes shall be no steeper than 2 horizontal to 1 vertical.
- Fill slopes shall be no steeper than 2 horizontal to 1 vertical.
- Fills shall be inspected per the recommendations of the geotechnical report prepared for the project and shall be certified by the geotechnical engineer.
- Grass in areas to be planted shall be properly prepared and approved by the City Inspector and geotechnical Engineer prior to planting.
- Fills shall be bench cut into compacted material as per specifications and geotechnical report.
- All bench heights shall be located and certified by the site geotechnical engineer per the grading plans.
- A geotechnical engineer shall perform periodic inspections and submit a complete report and may upon completion of the report.
- The final compaction report and certificates from the geotechnical engineer shall contain the type of final bedding performed. Each test shall be identified with the method of obtaining the in-place density, whether sand cone or drive flag and shall be so noted for each test. Sufficient evidence showing determination shall be performed to verify the accuracy of the maximum density curves used by the field technician.
- Shall be controlled by watering.
- The location and protection of all utilities is the responsibility of the contractor.
- Approved protective measures and temporary drainage provisions must be used to protect adjoining properties during the grading project.
- All public roadways shall be closed only if all dirt, mud and debris deposited on them as a result of the grading operation. Cleaning is to be done to the satisfaction of the city engineer.
- The site shall be cleared and grubbed of all vegetation and structures within prior to grading.
- The contractor shall provide staking in accordance with GSM requirements for trench walls.
- Aggregate base shall be compacted per the geotechnical report prepared for the project.
- Literature signs on this plan are field grades. Rough grades are the subject of the improvement shown herein.
- As part of the construction documents, owner has provided contractor with a topographic survey performed by a licensed surveyor. Such survey was prepared for project design purposes and is provided to the contractor as a courtesy. It is expressly understood that such survey may not accurately reflect existing topographic conditions.
- Grades Control: Protect all lot lines, curb lines, etc. with cross stakes or other approved method to locate the storm water during construction. Protect surrounding properties and streets from site runoff with sandbags and rock berms.

CAUTION NOTICE TO CONTRACTOR

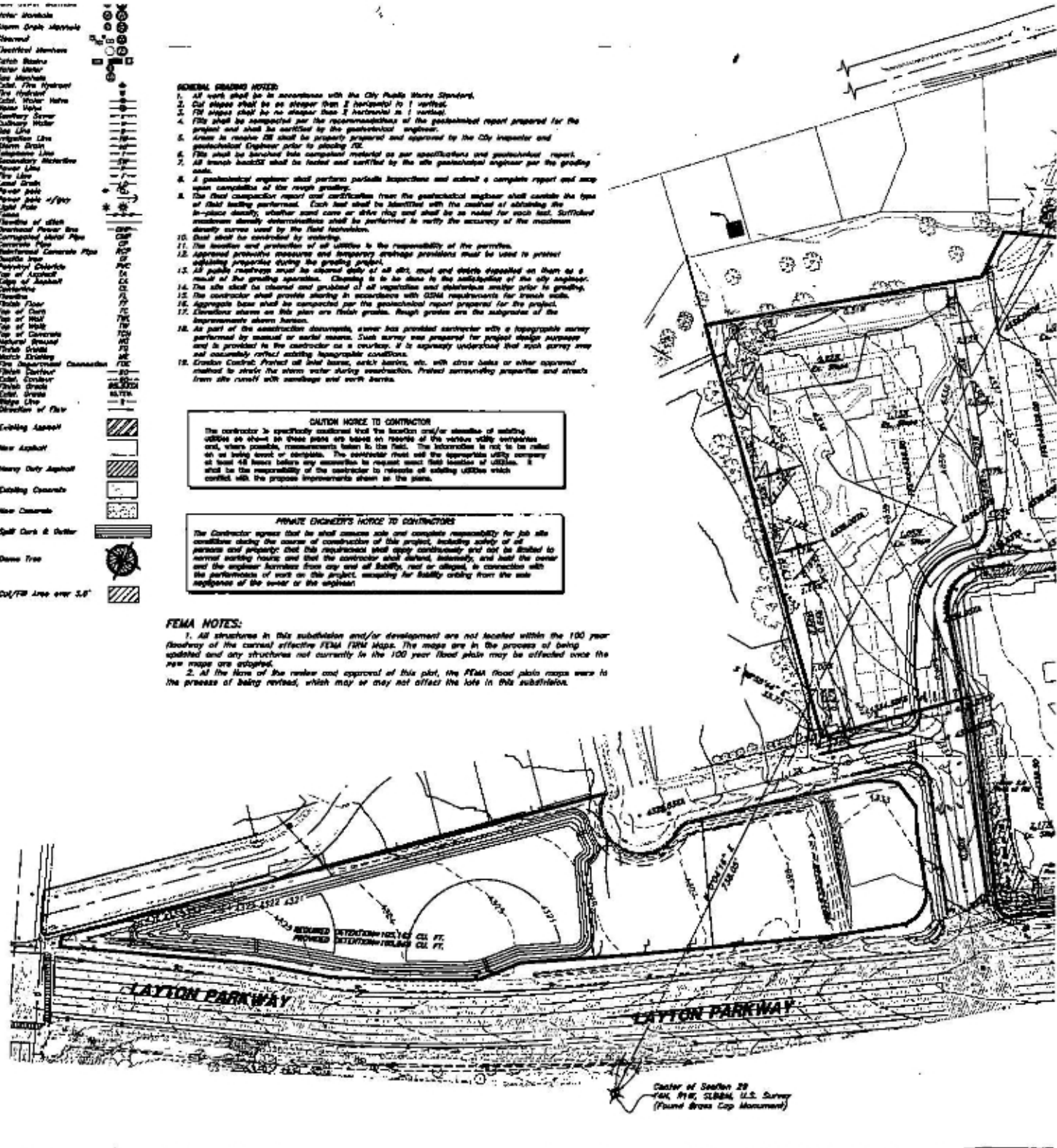
The contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans are based on records of the various utility companies and, where possible, measurements taken in the field. The contractor is not to be held liable for any damage to or destruction of such utilities. It shall be the responsibility of the contractor to locate all existing utilities which conflict with the proposed improvements shown on the plans.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property. That this responsibility shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all claims, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.

FEMA NOTES:

- All structures in this subdivision and/or development are not located within the 100 year floodway of the current effective FEMA FIRM Maps. The maps are in the process of being updated and city structures not currently in the 100 year flood plain may be affected once the new maps are adopted.
- At the time of the review and approval of this plan, the FEMA flood plain maps were in the process of being revised, which may or may not affect the lots in this subdivision.



Center of Section 29
T4N, R16E, S18N, U.S. Survey
(Found Brass Cap Monument)

