

## AGREEMENT

This agreement is entered into on this 1 day of August, 2016 between the City of Logan, a political subdivision organized under the laws of the State of Utah, hereinafter referred to as "City" and "SA Ferrous Ind., 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 05-060-0011, \_\_\_\_\_, 1900 W 200 N, 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 ,

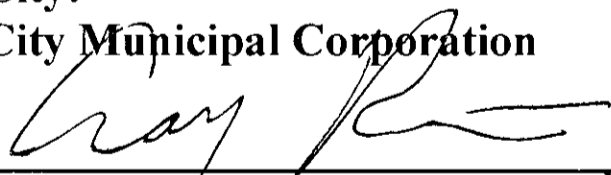
**NOW THEREFORE**, the parties, in consideration of their mutual promises and covenants, agree as follows:

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.
- Ent 1153151 Bk 1909 Pg 1589
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:

  
\_\_\_\_\_

Attest:

  
\_\_\_\_\_  
City Recorder



(ATTACH ACKNOWLEDGEMENT)

State of Utah )

County of Cache )

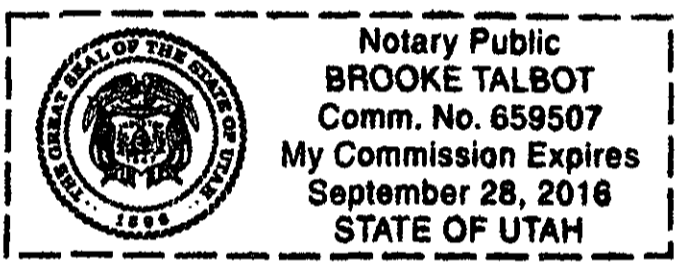
On this 2<sup>nd</sup> day of August, 2016, before me

Brooke Talbot, a notary public, personally appeared

Alex Beaman, 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.



  
\_\_\_\_\_  
Notary Public

Exhibit A

Storm Water Management BMP Maintenance Agreement  
Legal Description(s)

(Parcel 05 - 060 - 0011 )

LEGAL DESCRIPTION – \_\_\_\_\_

THE W/2 LOT 5 BLK 27 PLAT E LOGAN FARM SVY SE/4 SEC 31 T 12N R 1E  
CONT 10 AC LESS PARCELS TO UDOT ENT 846336 & LOGAN CITY ENT 846337  
NET 9.71 AC

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