



Parcel No 19:064:0027

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

PRIVATE UTILITY MAINTENANCE AGREEMENT

THIS AGREEMENT entered into this 28 day of JUNE, 2017 by and between PROVO CITY CORPORATION, hereinafter referred to as CITY, and DD UTAH COUNTY, LLC hereinafter referred to as OWNER, currently located at 492 W 1200N SPRINGVILLE, UT 84663

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: 1700 North State St. Provo, Ut (Quick Quack Car Wash and strip mall including Rancho Markets)

Description of Property/Utilities or Metes and Bounds Description: COM E 980.45 FT & S 1454.12 FT FR NW COR SEC 36, T6S, R2E, SLM; N 55 DEG 17'39"E 35.69 FT; ALONG ARC OF 176.06 FT RAD CUR TO R 104.48 FT (CHD N 72 DEG 17'39"E 102.95 FT); N 89 DEG 17'39"E 533.15 FT; S 7 DEG 33'W 469.30 FT; N 46 DEG 10'W 261.17 FT; S 55 DEG 39'W 161.49 FT; S 14 DEG 31'W 99.65 FT; N 34 DEG 04'W 366.34 FT; N 23 DEG 03'30"W 119.86 FT TO BEG. AREA 4.71 ACRES

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

1. That OWNER will maintain the said water and sewer 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 and 10.03.050.
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 and sewer lines 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 the Agreement.

OWNER:



Owner's Authorized Representative

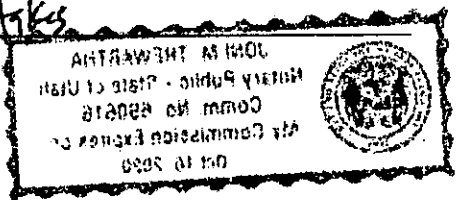
Dallas Hicks

Name and Title (Printed)

June 28, 2017

Date

PROVO CITY CORPORATION:



Gary E. Calder
Public Works Director

Name and Title (Printed)

7-17-2017
Date

OWNER NOTARIZATION

STATE OF UTAH)

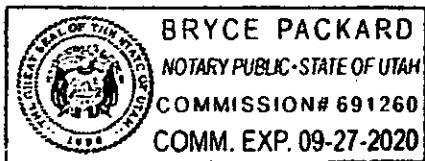
:ss

COUNTY OF UTAH)

On the 28 day of JUNE, AD. 2017,

DALLI HAYES

the signer() of the above Agreement, _____ 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 as the owner or authorized representative of owner of said property.



Bryce Packard
Notary Public

My Commission Expires: 9-27-2020

Residing in: Springville

CITY NOTARIZATION

ENT 81889:2017 PG 2 of 2

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

