



ENT 112108:2015 PG 1 of 2
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 Parcel No 0015 Dec 15 3:08 pm FEE 0.00 BY SW
 RECORDED FOR PROVO CITY CORPORATION

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

PRIVATE UTILITY MAINTENANCE AGREEMENT

THIS AGREEMENT entered into this 24 day of August, 2015 by and between PROVO CITY CORPORATION, hereinafter referred to as CITY, and Tom Stuart Construction hereinafter referred to as OWNER, currently located at 360 N 700 W Suite G NSL Utah.

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: 3421 Sierra Vista Way
 Description of Property/Utilities or Metes and Bounds Description: Mountain Vista
Business Center Plat H



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:

PROVO CITY CORPORATION:

Tom Stuart Construction
 Owner's Authorized Representative
 Casey Call Project Manager
 Name and Title (Printed)
 7/16/2015
 Date

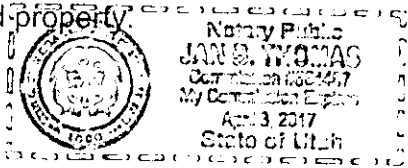
Bart Simons
 Public Works Director / Deputy PWD Director
Bart Simons - Water Division Director
 Name and Title (Printed)
 8/24/15
 Date

OWNER NOTARIZATION

STATE OF UTAH)
:SS
COUNTY OF UTAH)

On the 20 day of July, AD. 2015, Casey Call,
Project Manager

_____ 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.



Jan B Thomas
Notary Public

My Commission Expires: 4/3/17

Residing in: Davis County

CITY NOTARIZATION

STATE OF UTAH)
:SS
COUNTY OF UTAH)

On the 24th day of August, AD. 2015, Bart Simons

_____ 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.

Jani M. Newarkha
Notary Public

My Commission Expires: 10/16/16

Residing in: Provo UT

