

WHEN RECORDED, MAIL TO:
Providence City Recorder
164 North Gateway Drive
Providence UT 84332

DECLARATION AND GRANT OF EASEMENT AND MAINTENANCE AGREEMENT

This DECLARATION AND GRANT OF EASEMENT AND MAINTENANCE AGREEMENT (Retention / Detention Basin Improvements and Related Maintenance) is made and entered into as of this 21 day of ~~June~~ ^{July} 2022 (the "Effective Date"), by and between Christi Larsen ("Property Owner") and Providence City, a municipal corporation of the State of Utah (the "City").

WHEREAS, Property Owner owns certain real property located in Providence City, Cache County, Utah, as more particularly described on attached Exhibit A (the "Property").

WHEREAS, pursuant to the terms and conditions of the Development and Public Improvement Installation Agreement (the "Development Agreement") for Larsen Subdivision, dated the _____ day of June 2022, certain storm water drainage detention / retention basin facilities and related above-ground and below-ground pipelines and other facilities together with all necessary accessories and appurtenances have been or will be constructed and installed ("Facilities") in accordance with the plans and specifications set forth in the Approved Construction Drawings.

WHEREAS the Property Owner desires to grant, and the City desires to receive, a right of way easement over, across, under and through that portion of the Property generally depicted as the Facilities as shown on the Final Plat for the Larsen Subdivision.

WHEREAS the purpose of the Facilities is to collect and store the "Permitted Storm Water" (as defined below) within; and the Property Owner, and their successors and assigns, hereby agrees to operate, maintain and repair, the Facilities improvements, subject to the terms and conditions of the Development Agreement and as set forth below.

NOW THEREFORE, to these ends and in consideration of the terms and conditions of this Grant of Easement and the Development Agreement, as well as the mutual benefits to be derived herefrom and therefrom, Property Owner, and their successors and assigns, agree as follows:

SECTION 1

The Facilities shall be constructed by the Property Owner in accordance with the approval plans and specifications for the development.

SECTION 2

The Property Owner, its administrators, executors, successors, heirs or assigns, including any homeowners association, shall maintain the Facilities in good working condition acceptable to the City

and in accordance with the Schedule of Long Term Maintenance Activities agreed hereto and attached as Exhibit B.

SECTION 3

The Property Owner, its administrators, executors, successors, heirs or assigns, including any homeowners association, hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the Facilities whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry. All easements as shown on the Final Plat shall be maintained to allow access to the Facilities.

SECTION 4

In the event the Property Owner, its administrators, executors, successors, heirs or assigns, including any homeowners association, fails to maintain the Facilities as shown on the approved plans and specifications in good working order acceptable to the City, the City, with due notice, may enter the property and take whatever steps it deems necessary to return the Facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Facilities and in no event shall this Agreement be construed to impose any such obligation on the City.

SECTION 5

In the event the City, pursuant to the Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City within thirty (30) days of receipt thereof for all the costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. 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 a result of the Property Owner's failure to maintain the Facilities.

SECTION 6

It is the intent of this agreement to insure the proper maintenance of the Facilities by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or caused by storm water runoff.

SECTION 7

Sediment accumulation resulting from the normal operation of the Facilities will be properly removed. The Property Owner will make accommodation for the removal and disposal of all accumulated sediments. Accumulated sediments will be disposed of properly offsite.

SECTION 8

The Property Owner shall use the standard SMP Operation and Maintenance Inspection Report, available from the City and by this reference made a part hereof for the purpose of a minimal annual inspection of the Facilities by a qualified inspector. This annual inspection shall be submitted to the City on or before September 30 of each year, after inspection is completed by a qualified inspector.

SECTION 9

The Property Owner, its administrators, executors, successors, heirs or assigns, including any homeowners association, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City from the construction, presence, existence or maintenance of the Facilities by the Property Owner or the City when the City acts in accordance with Section 4 of this Agreement. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgement or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

SECTION 10

This Agreement shall be recorded among the deed records of the Recorder of Cache County and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, successors, heirs or assigns, including any homeowners association, and any other successors in interest.

SECTION 11

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

SECTION 12

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

PROPERTY OWNER

Signature: [Handwritten Signature]

Date: 7/21/22

Print: Christi Larsen

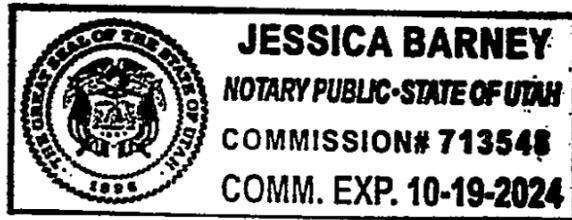
Title: —

Address: 618 E 5900 S

City/State/Zip: Murray / Utah / 84107

STATE OF UTAH)
COUNTY OF ~~CACHE~~ ^{JB} Salt Lake

On this 21 day of ~~June~~ ^{July JB}, 2022, personally appeared before me
Jessica Barney, a notary public, personally appeared
Christi Larsen proved on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the instrument, and acknowledged to me that
he/she/they executed the same WITNESS my hand and official seal.



[Handwritten Signature]
Notary Public

CITY OF PROVIDENCE

Signature: _____

Date: _____

Print: _____

Title: _____

Attest: _____
Tyler Cameron, City Recorder

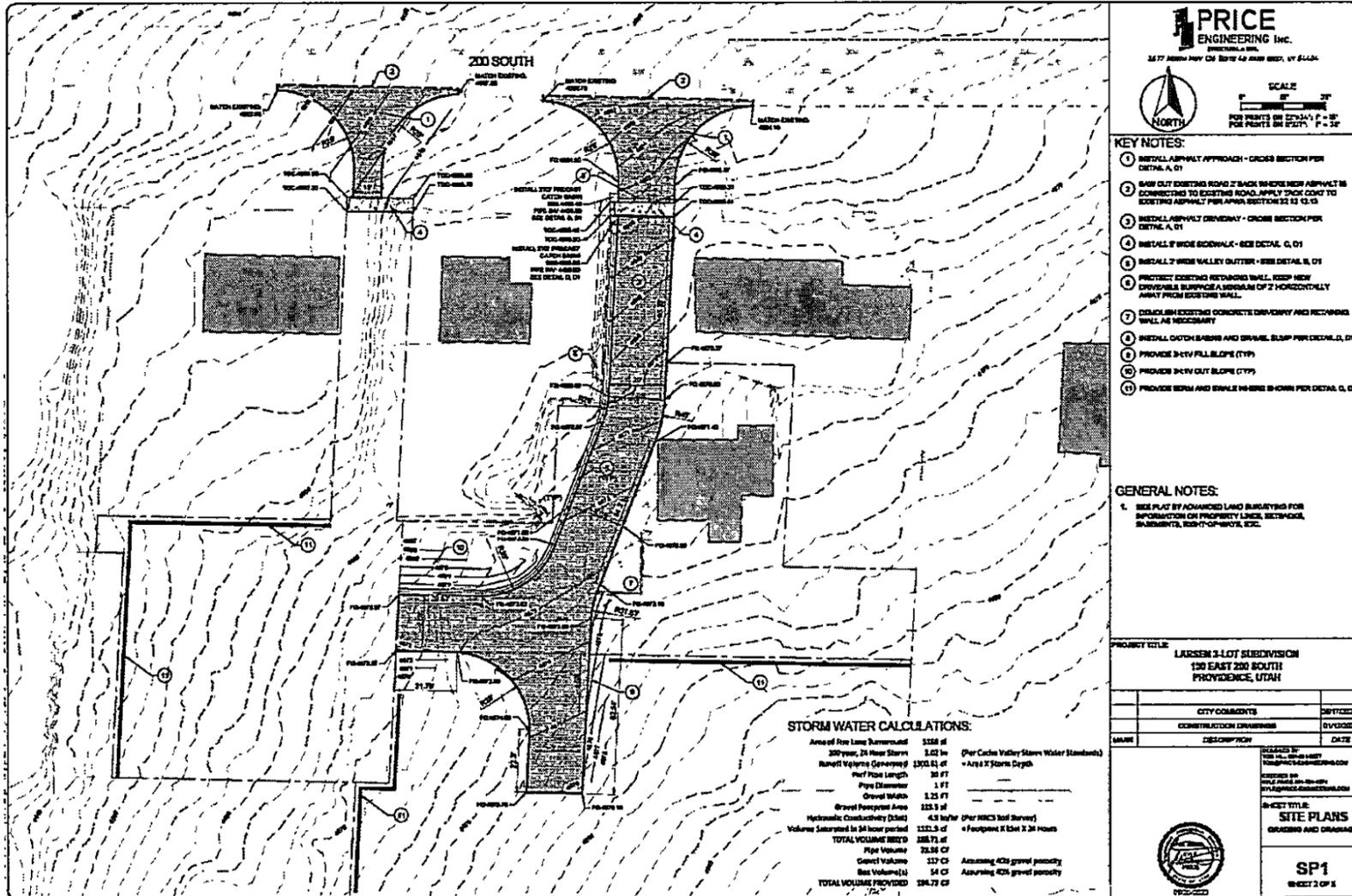
- ATTACHMENTS:
- Exhibit A: Legal Description(s) of Property
 - Exhibit B: Schedule of Long Term Maintenance Activities

Exhibit A
STORM WATER MANAGEMENT BMP MAINTENANCE AGREEMENT
 Parcel No. 02-100-0018 & 02-100-0017

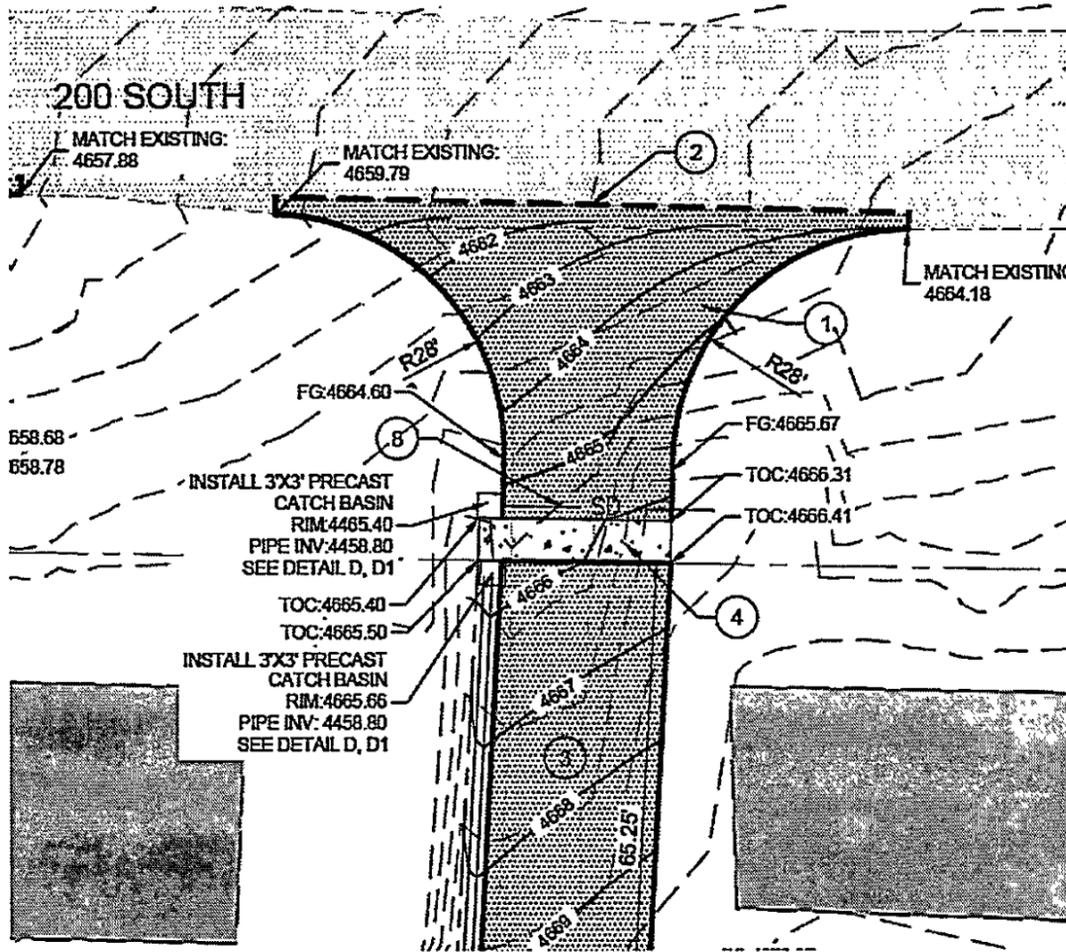
BOUNDARY DESCRIPTION

A Part of Lot Lot 4 and Lot 5, Block 22, Plat "A" of the Providence Townsite Survey located in the Southeast Quarter of Section 10, Township 11 North, Range 1 East of the Salt Lake Base and Meridian. The Basis of Bearings is the Utah Coordinate System 1983 North Zone

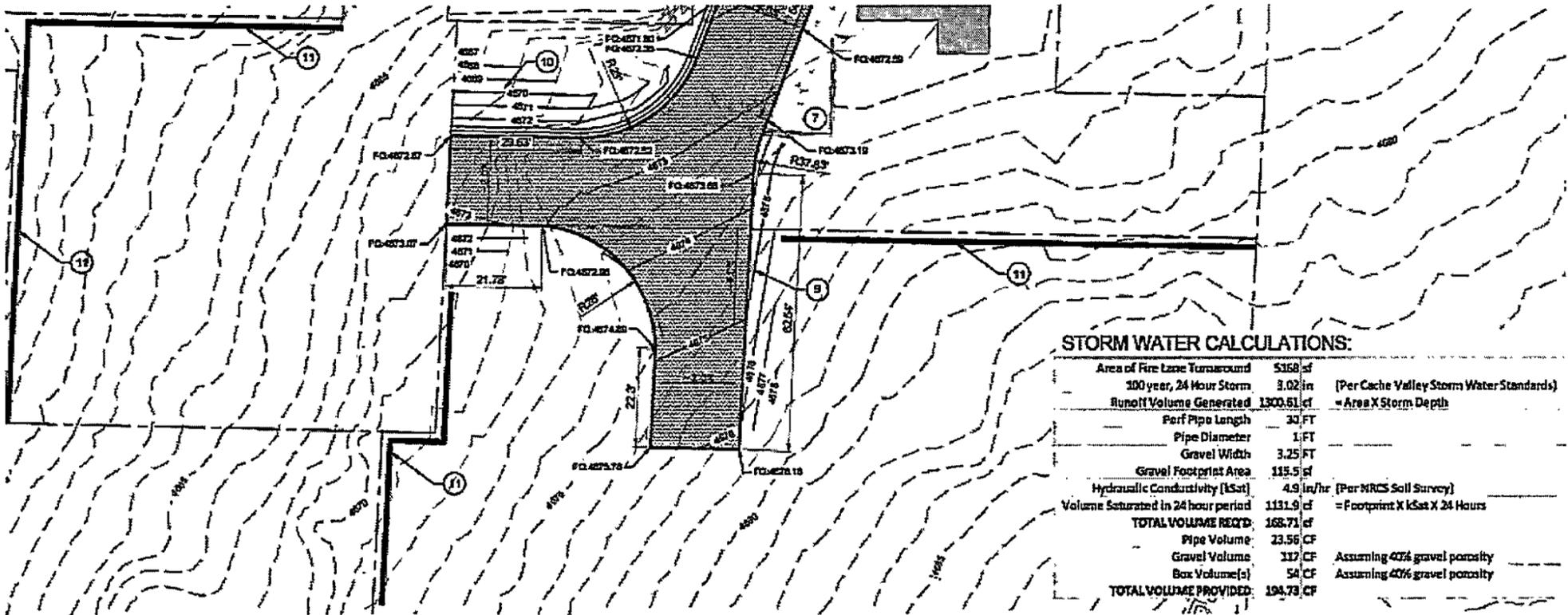
Beginning at the Southwest Corner of said Lot 5 and Running Thence North 03°06'02" East 94.25 Feet (North by Record) Along the West Line of said Lot 5; Thence North 88°41'27" West 87.20 Feet (West 88 Feet by Record); Thence North 03°04'56" East 80.03 Feet (North by Record); Thence North 88°41'27" West 9.92 Feet (West 10 Feet by Record); Thence North 03°06'02" East 13.00 Feet (North by Record); Thence South 88°56'11" East 83.28 Feet (East 84 Feet by Record); Thence North 03°06'02" East 110.00 Feet (North by Record) to the North Line of said Lot 4; Thence South 88°56'11" East (East by Record) 23.78 Feet to the Northeast Corner of said Lot 4; Thence South 03°06'04" West (South by Record) 110.00 Feet; Thence South 88°56'11" East 55.50 Feet (East 56 Feet by Record); Thence North 03°06'29" East 42.00 Feet (North by Record); Thence South 88°56'11" East 14.86 Feet (East by Record); Thence North 03°06'29" East 68.00 Feet (North by Record) to the North Line of said Lot 5; Thence South 88°56'11" East 22.79 Feet (East 23 Feet by Record) Along said North Lot Line; Thence South 03°06'35" West 52.00 Feet (South by Record); Thence South 88°56'11" East 45.55 Feet (East 46 Feet by Record); Thence South 03°07'05" West 72.00 Feet (South by Record); Thence South 88°56'11" East 47.59 Feet (East 48 Feet by Record) the East Line of said Lot 5; Thence Along the Perimeter of said Lot 5 the Following Two (2) Courses: (1) South 03°07'06" West 174.55 Feet (South 173 Feet by Record); (2) North 88°41'27" West 196.09 Feet (West 198 Feet by Record) to the Point of Beginning. Containing 1.213 Acres.



Enlarged drawings on following page.



- KEY NOTES:**
- 1 INSTALL ASPHALT APPROACH - CROSS SECTION PER DETAIL A, D1
 - 2 SAW CUT EXISTING ROAD 2' BACK WHERE NEW ASPHALT IS CONNECTING TO EXISTING ROAD. APPLY TACK COAT TO EXISTING ASPHALT PER APWA SECTION 32 12 13.13
 - 3 INSTALL ASPHALT DRIVEWAY - CROSS SECTION PER DETAIL A, D1
 - 4 INSTALL 5' WIDE SIDEWALK - SEE DETAIL C, D1
 - 5 INSTALL 2' WIDE VALLEY GUTTER - SEE DETAIL B, D1
 - 6 PROTECT EXISTING RETAINING WALL. KEEP NEW DRIVEABLE SURFACE A MINIMUM OF 2' HORIZONTALLY AWAY FROM EXISTING WALL.
 - 7 DEMOLISH EXISTING CONCRETE DRIVEWAY AND RETAINING WALL AS NECESSARY
 - 8 INSTALL CATCH BASINS AND GRAVEL SUMP PER DETAIL D, D1
 - 9 PROVIDE 3H:1V FILL SLOPE (TYP)
 - 10 PROVIDE 3H:1V CUT SLOPE (TYP)
 - 11 PROVIDE BERM AND SWALE WHERE SHOWN PER DETAIL C, D2



STORM WATER CALCULATIONS:

Area of Fire Eaze Turnaround	5358 sf	
100 year, 24 Hour Storm	3.02 in	(Per Cache Valley Storm Water Standards)
Runoff Volume Generated	1300.61 cf	= Area X Storm Depth
Perf Pipe Length	33 FT	
Pipe Diameter	1 FT	
Gravel Width	3.25 FT	
Gravel Footprint Area	115.5 sf	
Hydraulic Conductivity (kSat)	4.9 in/hr	(Per MRCS Soil Survey)
Volume Saturated in 24 hour period	1131.9 cf	= Footprint X kSat X 24 Hours
TOTAL VOLUME REQD:	168.71 cf	
Pipe Volume	23.56 CF	
Gravel Volume	117 CF	Assuming 40% gravel porosity
Box Volume(s)	54 CF	Assuming 40% gravel porosity
TOTAL VOLUME PROVIDED:	194.73 CF	

Exhibit B

**STORM WATER MANAGEMENT BMP
SCHEDULE OF LONG TERM MAINTENANCE ACTIVITIES
PROVIDENCE, UT**

Activity	Frequency	Notes
Inspection	Annually	It is recommended that the SMP Operation Maintenance Inspection Report, referenced by this Agreement, be used as a guiding document. This annual inspection should be submitted to the City upon completion.
Mowing and maintenance of vegetation	Variable, depending on vegetation and desired aesthetics	Landscaping and vegetation should be cared for throughout the year to ensure that proper sediment removal and infiltration is maintained and the Facilities remain aesthetically appealing.
Remove trash and debris	As needed or following each storm	Trash and debris should be removed regularly to ensure that the Facilities function properly and operate effectively. Trash often collects at inlet and outlet structures.
Inspect and maintain inlet and outlet structures	Annually	The inlet and outlet structures should be inspected for damage and proper operations.
Sediment removal	Variable (5-10 years is typical)	The removal of sediment is necessary if the Facilities begin to lose capacity or effectiveness.