

When Recorded, Mail To:

Riverton City
Attn: City Recorder
12830 S Redwood Road
Riverton, UT 84065

13936530 B: 11330 P: 7274 Total Pages: 8
04/20/2022 01:10 PM By: zjorgensen Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: RIVERTON CITY
12830 S REDWOOD ROAD RIVERTON, UT 84065



(Space Above for Recorder's Use Only)

**STORM DRAINAGE EASEMENT AND MAINTENANCE
AGREEMENT FOR PUBLIC RUNOFF DISCHARGE**

This STORM DRAINAGE EASEMENT AND MAINTENANCE AGREEMENT FOR PUBLIC RUNOFF DISCHARGE (this "**Agreement**") is made and entered into effective as of the 6th day of April, 2022 (the "**Effective Date**"), by and between Ivory Development LLC, a Utah corporation/limited liability company ("**Grantor**") and the RIVERTON CITY, a Utah municipal corporation ("**Grantee**").

RECITALS

A. Grantor is the owner of that certain real property located in Riverton City, Salt Lake County, Utah as more fully described in Exhibit A (the "**Grantor Property**").

B. Grantor is constructing the Harvest Gardens project in Riverton City and has requested an allowed exception to Grantee's development Standards to discharge public storm water from Grantee's public streets and improvements into a private storm water detention basin in order to facilitate the development of Grantor's property.

C. To facilitate Grantor's development, Grantor and Grantee have determined it is mutually advantageous to grant Grantee an easement to allow public storm water to be discharged onto Grantor's property, that Grantor will be fully responsible for the construction, maintenance, repair, and replacement of the Facilities on Grantor's property, and that Grantor accepts all responsibility and liability for the discharge of storm water from public property.

D. "Facilities" or "Facility" are defined herein to include all facilities, pipes, channels, ponds, ditches, boxes, and all related appurtenances located on Grantor's property for the retention, detention, acceptance, disposal, and treatment of all private and public storm water on Grantor's Property, whether such storm water originates from public or private property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

1. **Perpetual Easement.** Grantor and its heirs, successors, and assigns, hereby grants to Grantee, its appointed and elected officers, employees, and agents, a perpetual and assignable easement covering Grantor's property with the right of immediate entry in, on, over, under, and across the land described above and to allow the flow of storm water from Grantee's property and improvements to be carried across and onto the private storm water Facilities on Grantor's property. Additionally, all rights, title, and privileges granted under this easement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives

2. **Maintenance for Private Storm Water Facility.** Grantor shall bear all costs, expenses, and risks arising out of, or in any way relating to, the operation, maintenance, and repair of the Private Storm Water Facility that receives water from Grantee's property or improvements. Grantor is fully responsible for maintaining and repairing this drainage system that crosses the property. Grantor's responsibilities shall also include, but not be limited to:

- a. Clearing culverts in Grantor's storm water drainage system;
- b. Ensuring the adequacy of the storm water drainage system design;
- c. Controlling the storm water runoff that will be created by the development;
- d. Maintaining the facilities in good repair and order to allow the public storm water to be retained, detained, and treated on Grantor's property at Grantor's sole risk and cost;
- e. Keeping the Facilities free and open to pass storm water runoff through Grantor's property from any public property, improvement, or facility.

If upon inspection by Grantee, the facilities are not being properly maintained or repaired, Grantee shall make the necessary repairs and all expenses for those repairs or maintenance shall be paid by Grantor within 30 days of receiving an invoice from Grantee.

3. **Indemnification and Hold Harmless.** The Grantor agrees to defend, indemnify and save harmless Grantee, its appointed and elected officers and employees, from and against all losses and expense, including but not limited to judgments, settlements, attorney fees and costs by reason of any and all claims and demands upon Grantee, its elected or appointed officials, or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, arising out of the granting of this easement or the exercise of the rights granted to Grantee, whether such injury to persons or damage to property is due to the negligence of the Grantor, its or their employees or agents, Grantee, its appointed or elected officers, or its employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of the Grantee, its appointed or elected officials or employees or agents.

4. **Notices.** All notices, demands, statements, and requests (collectively, the "Notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal

service upon the Party to whom the notice is addressed or if such Party is not available the date such notice is left at the address of the Party to whom it is directed, (ii) on the date the notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, (iii) on the date the notice is delivered by a courier service (including Federal Express, Express Mail, Lone Star or similar operation) to the address of the Party to whom it is directed, provided it is sent prepaid, return receipt requested, or (iv) on the date the notice is sent by electronic mail with both a delivery and read receipt received by the sender. The addresses of the signatories to this Agreement are set forth below:

If to Grantor: Ivory Development LLC
Brad Mackay
978 Woodoak Lane
SLC Utah 84117

With a copy to: _____

If to Grantee: Gordon L. Miner
City Engineer
12830 S Redwood Road
Riverton, UT 84065
gminer@rivertonutah.gov

With a copy to: Ryan Carter
City Attorney
12830 S Redwood Road
Riverton, UT 84065
rcarter@rivertonutah.gov

5. Miscellaneous.

5.1. Binding Effect. Except as expressly stated herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as the successors and assigns of such Persons.

5.2. Partial Invalidity. If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

5.3. **Captions.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

5.4. **Gender.** In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

5.5. **Relationship of the Parties.** Nothing contained herein shall be construed to make the parties hereto partners or joint venturers, or render any of such parties liable for the debts or obligations of the other party hereto.

5.6. **Amendment.** This Agreement may be canceled, changed, modified or amended in whole or in part only by the written and recorded agreement of the Parties or their successor and assigns (as determined by the provisions herein).

5.7. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

5.8. **Attorney Fees.** In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

5.9. **Assignment.** Grantee may not at any time during this Agreement assign its rights and obligations under this Agreement without the prior written consent of Grantor, which consent may be granted or withheld in Grantors sole and absolute discretion and for any reason or no reason at all.

[Signature and acknowledgment to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GRANTOR:

Ivory Development LLC,
a Utah corporation/limited liability company

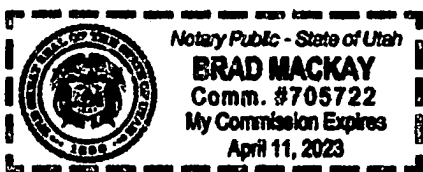
By: Chris Gamvroulas
Name: Christopher P. Gamvroulas
Title: President

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

Before me, Brad Mackay, of the state and county aforesaid personally appeared Christopher P. Gamvroulas, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President of Ivory Development LLC, a Utah corporation/limited liability company/partnership, and that he/she as such, being authorized so to do, executed the foregoing instrument on behalf of the entity.

My Commission Expires: April 11, 2023

Brad Mackay
Notary Public for Utah

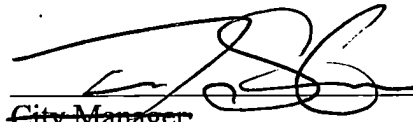


[Signature and acknowledgment to follow]

GRANTEE:

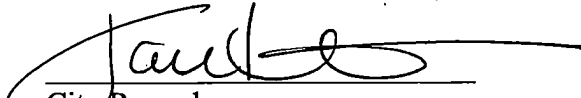
Riverton City, a Utah municipal corporation





City Manager
MAYOR

ATTEST:



City Recorder

Approved as to Legal Form



Riverton City Attorney

EXHIBIT A

Legal Description and Depiction of the Grantor Property

**LEGAL DESCRIPTION
PREPARED FOR
HARVEST GARDENS
RIVERTON, UTAH
(March 30, 2022)
20-0518
(JPW)**

DRAINAGE BLANKET EASEMENT LEGAL DESCRIPTION

A part of the NW1/4 of Section 29, Township 3 South, Range 1 West, Salt Lake Base and Meridian, located in Riverton, Utah, being more particularly described as follows:

Beginning at a point located S00°06'35"E 37.44 feet along the Quarter Section Line and N89°53'25"W 64.86 feet from the North Quarter Corner of Section 29, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being located on the Northwesterly line of property conveyed to Riverton City in Entry No. 10926358, recorded April 2, 2010 in the office of the Salt Lake County Recorder, and running thence along said deed the following five (5) courses: (1) S00°10'07"W 2.24 feet; thence (2) S44°58'14"E 17.63 feet; thence (3) S00°06'35"E 12.50 feet; thence (4) N89°53'25"E 12.44 feet; thence (5) S00°06'35"E 30.50 feet; thence East 4.38 feet; thence S00°02'16"E 82.90 feet; thence S04°41'46"E 34.07 feet to the Westerly right-of-way of 3600 West Street; thence along said right-of-way S00°06'35"E 435.78 feet to the Northerly right-of-way line of proposed Cornstalk Way; thence along said right-of-way the following seven (7) courses: (1) along the arc of a curve to the right with a radius of 15.00 feet a distance of 22.59 feet through a central angle of 86°16'18" Chord: S43°01'34"W 20.51 feet to a point of reverse curvature; thence (2) along the arc of a curve to the left having a radius of 207.00 feet a distance of 93.92 feet through a central angle of 25°59'47" Chord: S73°09'49"W 93.12 feet to a point of reverse curvature; thence (3) along the arc of a curve to the right having a radius of 153.00 feet a distance of 80.14 feet through a central angle of 30°00'44" Chord: S75°10'17"W 79.23 feet; thence (4) N89°48'40"W 107.96 feet; thence (5) along the arc of a curve to the right with a radius of 153.00 feet a distance of 52.63 feet through a central angle of 19°42'31" Chord: N79°57'25"W 52.37 feet; thence (6) N59°14'17"W 38.45 feet; thence (7) Westerly along the arc of a non-tangent curve to the left having a radius of 210.00 feet (radius bears: S27°55'08"W) a distance of 102.73 feet through a central angle of 28°01'43" Chord: N76°05'43"W 101.71 feet to the Easterly line of MERCED ESTATES PLAT "A" on file as Entry No. 7556124, Book 2000P, Page 18 in the office of the Salt Lake County Recorder, recorded January 9, 2000; thence along said plat N00°06'35"W 618.53 feet to the Southerly Right of Way line of 11800 South Street; thence along said right-of-way the following four (4) courses: (1) N83°43'22"E 9.27 feet; thence (2) S89°40'40"E 89.34 feet; thence (3) S89°45'09"E 33.00 feet; thence (4) N89°59'06"E 307.60 feet to the point of beginning

Contains: 7.02 acres+/-

NORTHWEST CORNER OF SECTION 29
T3S, R1W, SLB&M
2.5 INCH FLAT BRASS

S89°53'25"W 64.86' (TIE)

POINT OF BEGINNING

N89°49'47"W 2644.35' (SECTION LINE)
(RECORD: N89°50'00"W 2644.40' ARP)

NORTH QUARTER CORNER OF SECTION 29
T3S, R1W, SLB&M
2.5 INCH FLAT BRASS (SITE BENCHMARK)

19 20
30 29

20 29

11800 SOUTH STREET (PUBLIC - VARIABLE WIDTH)

S0°06'35"E
37.44' (TIE)



MERCED ESTATES
PLAT "A"
ENTRY: 7556124
BK: 2000P PG: 018

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

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17

HARVEST GOLD WAY
(PRIVATE - 20' WIDE)

PROPOSED
HARVEST
GARDENS
SUBDIVISION

CORNSTALK WAY
(PUBLIC - 30' WIDE)

3600 WEST STREET (PUBLIC - VARIABLE WIDTH)

BASIS OF BEARING: S00°06'35"E 2667.50'
(RECORD: S00°06'35"E 2667.38' ARP)

NATHAN KUNZ ET AL
27-29-100-016
ENTRY: 5256412
BK: 6457 PG: 2206

NATHAN KUNZ ET AL
27-29-129-019
ENTRY: 12657667
BK: 10619 PG: 587

29 29
29 29

CENTER OF SECTION 29
T3S, R1W, SLB&M
3 INCH FLAT BRASS

FOCUS
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE, SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

DRAINAGE EASEMENT EXHIBIT

Date Created: 03/29/2022
Scale: N.T.S.
Drawn: JPW
Job: 20-0518
Sheet:

1