



STORM WATER MAINTENANCE AGREEMENT

THIS AGREEMENT entered into this 2nd day of July, 2015, by and between PLEASANT GROVE CITY, a Municipal Corporation of Utah (hereinafter referred to as CITY), and Georgetown Development, Inc. (hereinafter referred to as LAND OWNER), whose mailing address is 2230 N University Pkwy #7G Provo, UT 84604 and telephone number is (801) - 374 - 0772.

WITNESSETH:

WHEREAS, the CITY has adopted a Storm Water Management Plan (hereinafter Management Plan) and established maintenance responsibilities for storm water management facilities on private property which connect to the CITY storm water system; and

WHEREAS, under said Management Plan the CITY has the authority to inspect private drainage systems within the CITY, and to order such corrective actions to said private storm water drainage systems as are necessary to maintain properly the drainage systems within the CITY; and

WHEREAS, under said Management Plan it is provided that private storm water drainage systems must be maintained by the property owner, and a maintenance agreement must be executed before the development plan is approved, or in the case of developed properties has already been approved; and

WHEREAS, the Landowner is the owner of certain real property, more particularly described as:

All of Garden Grove plat "A"

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(hereinafter called the "Property"); and

WHEREAS, the Landowner is proceeding to build on and develop the property (or the property has previously been developed); and

WHEREAS, the Management Plan provides for the construction of storm water drainage systems on the property and such are detailed in the Site Plan/Subdivision Plan (Site Plan); and

WHEREAS, the City and the Landowner agree that the health, safety, and general welfare of the residents of Pleasant Grove City require that storm water drainage systems be constructed and maintained on the property; and

WHEREAS, the City requires that storm water drainage systems as shown on the Site Plan be constructed and adequately maintained by the Landowner;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The storm water drainage systems shown in the Site Plan shall be constructed by the Landowner in accordance with the plans and specifications in the Management Plan.
2. The Landowner shall maintain the storm water drainage systems as shown on the Site Plan in good working order acceptable to the City.
3. The Landowner shall annually certify that adequate maintenance has been performed and the structural controls are operating as designed to protect water quality. Such certification shall be on a form provided by the City and occur with renewal of business license or, if there is no business license required, at an agreed upon date each year.
4. In the event that Federal or State regulations governing the City's Management Plan change such that modifications are needed to the Site Plan, the Landowner shall make such updates within four months of notification by the City.
5. The landowner hereby grants permission to the City, its authorized agents, and employees to enter the property and to inspect any storm water structures wherever it deems necessary.
6. In the event the Landowner fails to maintain storm water drainage systems as shown on the Site Plan in good working order acceptable to the City, the City may enter the property and take whatever steps it may deem necessary to maintain said storm water drainage systems. It is expressly understood and agreed that City is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
7. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, or materials, the Landowner shall reimburse the City on demand, within a time frame specified by the City for all costs incurred, including reasonable attorney's fees in the event that an action to collect such costs must be instituted.
8. It is the intent of this Agreement to insure the proper maintenance of storm water drainage systems and structures by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by storm water management.
9. The Landowner, its executors, administrators, assigns, and any other successors in interest, shall indemnify and hold the City and its agents and its employees harmless 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 storm water drainage systems by the Landowner or the City.

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10. In the event a claim is asserted against the City, its agents, or employees, the City shall notify the Landowner and the Landowner shall defend at his own expense any suit based on such claim. If any judgment or claims against the City, its agents, or its employees shall be allowed, the Landowner shall pay all costs and expenses in connection therewith.

11. This Agreement shall be recorded among the land records of Utah County, Utah, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, leasees, executors, assigns, heirs, and any other successors in interest.

WHEREUPON, the parties hereto have set their hands the day and year first above written.

LANDOWNER

JOHN L DESTER

By (Print Name)

[Signature]

Signature

PRESIDENT

Title

GEORGETOWN DEVELOPMENT INC.

Property Ownership Entity

7, 1, 2015

Date Signed

(Signature must be notarized, as applicable, on page four or five of this document.)

PLEASANT GROVE CITY

AUTHORIZED CITY OFFICIAL

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J DEBOW LEWIS

(Print Name)

[Signature]

Signature

City Engineer

Title

7 / 2 / 15

Date Signed

<u>Authorized City Officials</u>
- City Engineer
- Public Works Director
- City Administrator

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APPLICANT NOTARY (Use Appropriate Acknowledgment)

(Complete only if APPLICANT is an Individual)

STATE OF _____)
COUNTY OF _____) ss.

On this ____ day of _____, 20____, personally appeared before me,
_____, the signer(s) of the foregoing instrument,
who duly acknowledged to me that s/he executed the same.

NOTARY PUBLIC

(Print Name)

Signature / /
My Commission Expires

Residing in _____ County, State of _____

(Complete only if APPLICANT is a Partnership)

STATE OF _____)
COUNTY OF _____) ss.

On this ____ day of _____, 20____, personally appeared before me,
_____, who being by me duly sworn did say that
s/he is the _____ of _____,
_____ a partnership,
and that the foregoing instrument was signed in behalf of said partnership after a lawful meeting
held or by authority of its by-laws and signed in behalf of said partnership.

NOTARY PUBLIC

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(Print Name)

Signature / /
My Commission Expires

Residing in _____ County, State of _____

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(Complete only if APPLICANT is a Corporation)

STATE OF Utah
COUNTY OF Utah ss.

On this 1st day of July, 2015, personally appeared before me,
John L. Dester, who being by me duly sworn did say that
s/he is the President of,
Georgetown Development Inc., a Corporation,
and that the foregoing instrument was signed in behalf of said Corporation by authority of its
Board of Directors, and s/he acknowledged to me that said Corporation executed the same.

NOTARY PUBLIC

Sandra J. Steere
(Print Name)



Sandra J Steere
Signature

7/6/18
My Commission Expires

Residing in Utah County, State of Utah

(Complete only if APPLICANT is a Limited Liability Company (LLC))

STATE OF _____
COUNTY OF _____ ss.

On this ____ day of _____, 20____, personally appeared before me,
_____, who being by me duly sworn did say that
s/he is the _____ of _____,
a limited liability
company, and that the foregoing instrument was signed in behalf of said limited liability
company after a lawful meeting held or by authority of its operating agreement and signed in
behalf of said limited liability company and that s/he is authorized to sign on behalf of said
limited liability company.

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NOTARY PUBLIC

(Print Name)

Signature

/ /
My Commission Expires

Residing in _____ County, State