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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
09/27/2021 11:20 AM  
FEE \$0.00 Pgs: 9  
DEP RTT REC'D FOR BOUNTIFUL CITY (ORF

**When recorded, mail to:**

Bountiful City Engineer  
790 S 100 E

03-288-

Bountiful, Utah 84010

0101 thru 0114  
03-289-0201 thru 0223

Affects Parcel No(s): 03-288-0114, 03-289-0223

**BOUNTIFUL CITY  
STORM WATER FACILITIES  
MAINTENANCE AGREEMENT**

This Storm Water Facilities Maintenance Agreement ("Agreement") is made and entered into this 10 day of May, 2021 by and between Bountiful City, a Utah municipal corporation ("the City"), and Ivory Homes ("Owner").

**RECITALS**

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the City, as set forth in Title 6 of the Bountiful City Code ("the Code"); and

WHEREAS, the Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("the Property"); and

WHEREAS, the Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner desires to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Storm Water Facilities"); and

WHEREAS, the Storm Water Facilities are more particularly described and shown in the final site plan or subdivision approved by the City for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the Bountiful City Engineer and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, as a condition of Development Plan approval, and as required as part of the City's Small MS4 UPDES General Permit from the State of Utah, Owner is required to enter into this Agreement addressing the maintenance requirements for the Storm Water Facilities and control measures installed on the Property.

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Development Plan, and the mutual covenants contained herein, the parties agree as follows:

1. Owner's Obligations to Construct, Maintain and Inspect Storm Water Facilities. The Owner shall, at its sole cost and expense:

- (a) construct the Storm Water Facilities in strict accordance with the plans and specifications identified in the Development Plan, and any amendments thereto which have been approved by the City, and in compliance with applicable City, State and Federal law.
- (b) adequately maintain the Storm Water Facilities. Owner's maintenance obligations shall include all pipes and channel built to convey storm water, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Storm Water Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Storm Water Facilities in good working condition. In the event that a maintenance schedule is set forth in the Development Plan, such maintenance schedule shall be followed.
- (c) inspect the Storm Water Facilities and submit an inspection report and certification to the City annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Storm Water Facilities. The annual inspection shall cover all aspects of the Storm Water Facilities, including, but not limited to, the structural improvements, berms, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by June 30<sup>th</sup> of each year and shall be on forms acceptable to the City.

2. City Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities whenever deemed necessary by the City. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Storm Water Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the City, State and Federal law and the Development Plan.

3. Notice of Deficiencies. If the City finds that the Storm Water Facilities contain any defects or are not being maintained adequately, the City shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time to cure such defects or deficiencies. Such notice shall be hand-delivered to the Owner or sent certified mail to the Owner.

4. Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Storm Water Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Storm Water Facilities are adequately maintained and continue to operate as designed and approved.

5. City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Storm Water Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided herein, the City may enter upon the Property and take whatever steps necessary to correct deficiencies and to charge the costs of such repairs to the Owner. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Storm Water Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. 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 provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

6. Reimbursement of Costs. 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, materials, and the like, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

7. Successor and Assigns. This Agreement shall be recorded in the Davis County Recorder's Office. The covenants and agreements contained herein shall run with the land, and whenever the Property shall be held, sold, conveyed or otherwise

transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.

10. Severability Clause. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors and assigns, is held invalid, the remainder of this Covenant shall not be affected thereby.

11. Utah Law and Venue. This Agreement shall be interpreted under the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Davis County, Utah.

12. Indemnification. This Agreement imposes no liability of any kind whatsoever on the City, and the Owner agrees to hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly. The Owner shall indemnify and hold the City 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 Facilities.

13. Amendments. This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Davis County Recorder's Office.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Bountiful City:

By: David Umney

Its: City Engineer

Owner:

By: W. G. G.

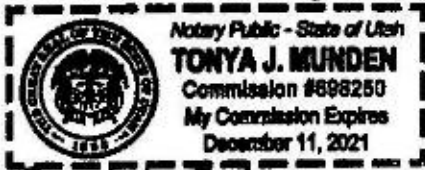
Print Name: Kevin Angleson

Title: Secretary

**CITY ACKNOWLEDGMENT**

STATE OF UTAH )  
 ) : ss.  
COUNTY OF DAVIS )

On the 10th day of May, 2021, personally appeared before me  
Wood Cheney, who being duly sworn, did say that he/she is the  
City Engineer of BOUNTIFUL CITY, a municipal  
corporation of the State of Utah, and that the foregoing instrument was signed in his/her  
capacity as land use authority on behalf of the City for approval of Storm Water  
Facilities Maintenance Agreements.



Tonya J. Munden  
Notary Public

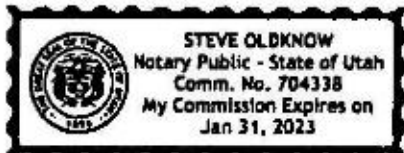
My Commission Expires:  
12-11-21

Residing at:  
195 S. Main St. Btfl, UT

**OWNER ACKNOWLEDGMENT**

STATE OF UTAH )  
 ) : ss.  
COUNTY OF DAVIS )

On the 9 day of JUNE, 2020, personally appeared before me  
Kevin Anglesey, who being duly sworn, did say that he is the  
authorized representative of the legal property owner of record of the property subject to  
this Maintenance Agreement and that he/she has executed this Agreement with full  
authority to do so.



Steve Oldknow  
Notary Public

My Commission Expires:  
JAN 31 2023

Residing at:  
SALT LAKE



**Exhibit "A"**

**Property Legal Description**

**PARCEL 1:**

Proposed COTTAGES ON MAIN PHASE 1 SUBDIVISION, being more particularly described as follows:

THAT PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BOUNTIFUL CITY, DAVIS COUNTY, UTAH AND DESCRIBED AS FOLLOWS:

COMMENCING AT A STREET MONUMENT FOUND AT THE INTERSECTION OF 1600 NORTH AND 400 EAST, THENCE SOUTH 89°36'33" WEST 1823.18 FEET ALONG THE 1600 NORTH STREET CENTERLINE, THENCE SOUTH 00°06'48" EAST 1241.52 FEET ALONG MAIN STREET CENTERLINE, THENCE SOUTH 89°53'12" WEST 33.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF MAIN STREET AND THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING SOUTH 34°27'20" EAST 1538.58 FEET FROM A FOUND WITNESS MONUMENT WHICH LIES SOUTH 00°18'47" EAST 288.35 FEET FROM THE CENTER OF SAID SECTION 18; AND RUNNING THENCE FROM SAID TRUE POINT OF BEGINNING ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 00°06'48" EAST 413.80 FEET; THENCE SOUTH 89°53'12" WEST 101.00 FEET; THENCE NORTH 00°06'48" WEST 77.33 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, A DISTANCE OF 15.71 FEET, A CHORD DIRECTION OF NORTH 45°06'48" WEST AND A CHORD DISTANCE OF 14.14 FEET; NORTH 00°06'48" WEST 32.00 FEET; THENCE SOUTH 89°53'12" WEST 34.00 FEET; THENCE NORTH 00°06'48" WEST 163.14 FEET; THENCE NORTH 89°53'12" EAST 34.00 FEET; THENCE NORTH 00°06'48" WEST 32.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, A DISTANCE OF 15.71 FEET, A CHORD DIRECTION OF NORTH 44°53'12" EAST AND A CHORD DISTANCE OF 14.14 FEET; THENCE NORTH 00°06'48" WEST 77.82 FEET TO THE SOUTHERLY BOUNDARY LINE OF KELLEY PARK OFFICE CONDOMINIUMS; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE SOUTH 89°50'04" EAST 61.01 FEET; THENCE NORTH 00°06'48" WEST 12.00 FEET; THENCE SOUTH 89°50'04" EAST 39.99 FEET TO SAID WESTERLY RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

**PARCEL 2:**

Proposed COTTAGES ON MAIN PHASE 2 SUBDIVISION, being more particularly described as follows:

THAT PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BOUNTIFUL CITY, DAVIS COUNTY, UTAH AND DESCRIBED AS FOLLOWS:

COMMENCING AT A STREET MONUMENT FOUND AT THE INTERSECTION OF 1600 NORTH AND 400 EAST, THENCE SOUTH 89°36'33" WEST 1823.18 FEET ALONG THE 1600 NORTH STREET CENTERLINE, THENCE SOUTH 00°06'48" EAST 1253.29 FEET ALONG MAIN STREET CENTERLINE, THENCE NORTH 90°00'00" WEST 134.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING SOUTH 31°00'21" EAST 1493.79 FEET FROM A FOUND WITNESS MONUMENT WHICH LIES SOUTH 00°18'47" EAST 288.35 FEET FROM THE CENTER OF SAID SECTION 18; AND RUNNING THENCE SOUTH 00°06'48" EAST 77.82 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, A DISTANCE OF 15.71 FEET, A CHORD DIRECTION OF SOUTH 44°53'12" WEST AND A CHORD DISTANCE OF 14.14 FEET; THENCE SOUTH 00°06'48" EAST 32.00 FEET; THENCE SOUTH 89°53'12" WEST 34.00 FEET; THENCE SOUTH 00°06'48" EAST 163.14 FEET; THENCE NORTH 89°53'12" EAST 34.00 FEET; THENCE SOUTH 00°06'48" EAST 32.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, A DISTANCE OF 15.71 FEET, A CHORD DIRECTION OF SOUTH 45°06'48" EAST AND A CHORD DISTANCE OF 14.14 FEET; THENCE SOUTH 00°06'48" EAST 77.33 FEET; THENCE SOUTH 89°53'12" WEST 310.37 FEET; THENCE NORTH 00°06'48" WEST 77.28 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 160.00 FEET, A DISTANCE OF 75.52 FEET, A CHORD DIRECTION OF NORTH 13°38'09" WEST AND A CHORD DISTANCE OF 74.82 FEET; THENCE NORTH 27°09'28" WEST 10.43 FEET; THENCE NORTH 00°06'48" WEST 244.60 FEET TO THE SOUTHERLY BOUNDARY LINE OF BOUNTIFUL SHADOWS NO. 2 SUBDIVISION; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE AND THE SOUTHERLY BOUNDARY OF KELLY PARK OFFICE CONDOMINIUMS SOUTH 89°50'04" EAST 332.61 FEET TO THE POINT OF BEGINNING.

**Exhibit "B"**

**Maintenance Schedule for Storm Water Facilities**

**6-month inspections for year 1, annual inspection thereafter.**

- 1. Inspection shall include removing the isolator row manhole lid, use a flashlight and stadia rod to measure the depth of sediment. If sediment is greater than 3-inches, proceed to step 2.**
- 2. Cleanout shall be performed with a JetVac, using a high pressure water nozzle, similar to a sanitary main. As the nozzle is retrieved, sediment is flushed back to the cleanout manhole for vacuuming.**
- 3. Apply multiple passes of JetVac until backflush water is clean.**
- 4. Vacuum manhole sump as required to remove sediment. Replace all lids, caps, etc. and record observations and actions.**
- 5. Inspect all cleanouts, catch basins and manholes upstream of the Stormtech system, and remove sediment as needed.**



10010 17th Street, Suite 100, Denver, CO 80202  
303.733.1100  
www.edmpartners.com



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303.733.1100  
www.edmpartners.com

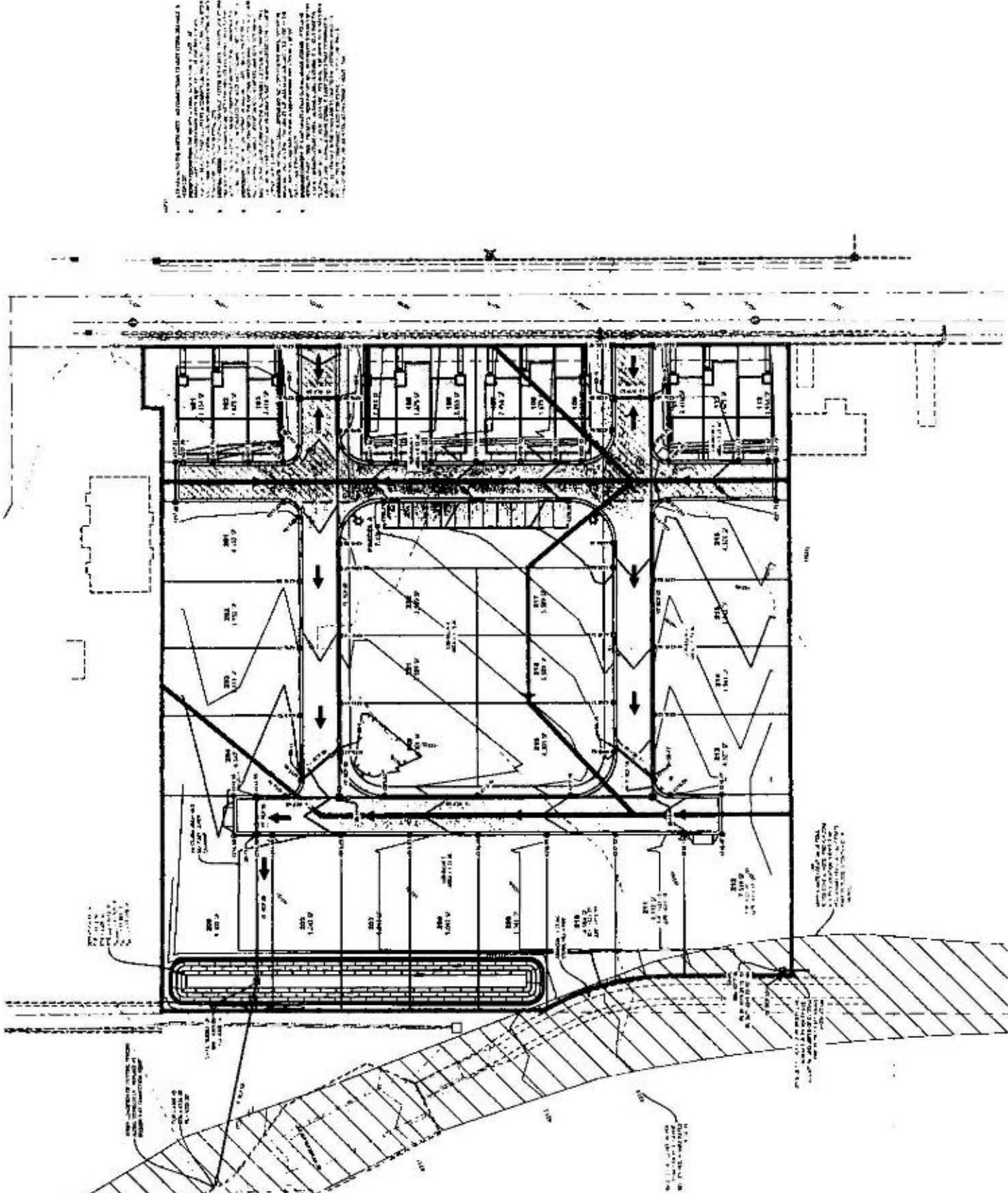
**IVORYHOMES**  
Job Number: 014-0001-10010

1. All utility lines, easements, and other information shown on this plan are based on the most recent available records and field surveys.
2. All proposed utility lines and easements are shown in accordance with the applicable codes and regulations of the City and County of Denver.
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**Cottages On Main**  
Phases 1-2  
Main and Drainage Plan

DATE	NO.	DESCRIPTION
04/27/11	1	ISSUED FOR PERMIT
04/27/11	2	ISSUED FOR PERMIT
04/27/11	3	ISSUED FOR PERMIT
04/27/11	4	ISSUED FOR PERMIT
04/27/11	5	ISSUED FOR PERMIT
04/27/11	6	ISSUED FOR PERMIT
04/27/11	7	ISSUED FOR PERMIT
04/27/11	8	ISSUED FOR PERMIT
04/27/11	9	ISSUED FOR PERMIT
04/27/11	10	ISSUED FOR PERMIT







3422174  
BK 7852 PG 1196



**NOTES**

1. All exterior walls are constructed with concrete block masonry and shall be finished with a smooth finish.
2. All exterior doors shall be constructed with a minimum of 1 3/4" thick solid core doors.
3. All exterior windows shall be constructed with a minimum of 2" thick double glazed units.
4. All exterior walls shall be finished with a minimum of 1/2" thick stucco finish.
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7. All exterior walls shall be finished with a minimum of 1/2" thick stucco finish.
8. All exterior walls shall be finished with a minimum of 1/2" thick stucco finish.
9. All exterior walls shall be finished with a minimum of 1/2" thick stucco finish.
10. All exterior walls shall be finished with a minimum of 1/2" thick stucco finish.

**IVORY HOMES**  
DISH Number One Portfolio 501

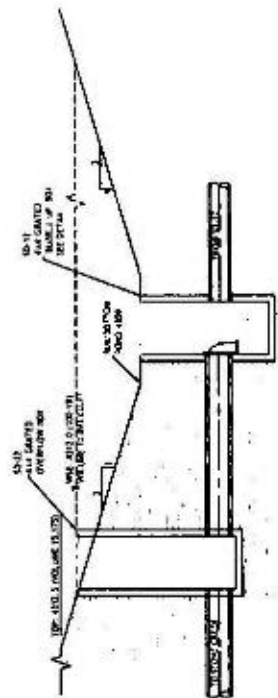
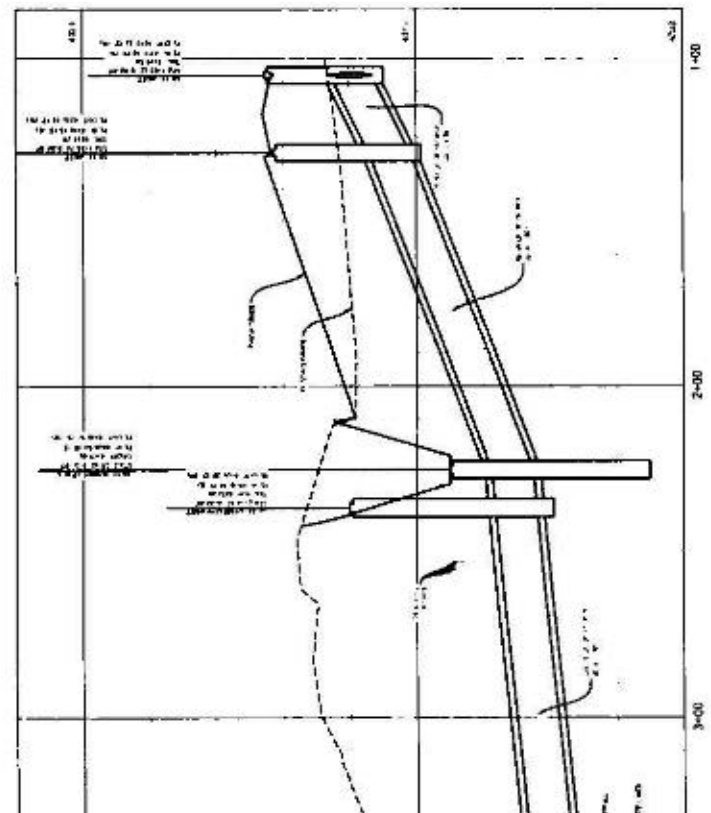
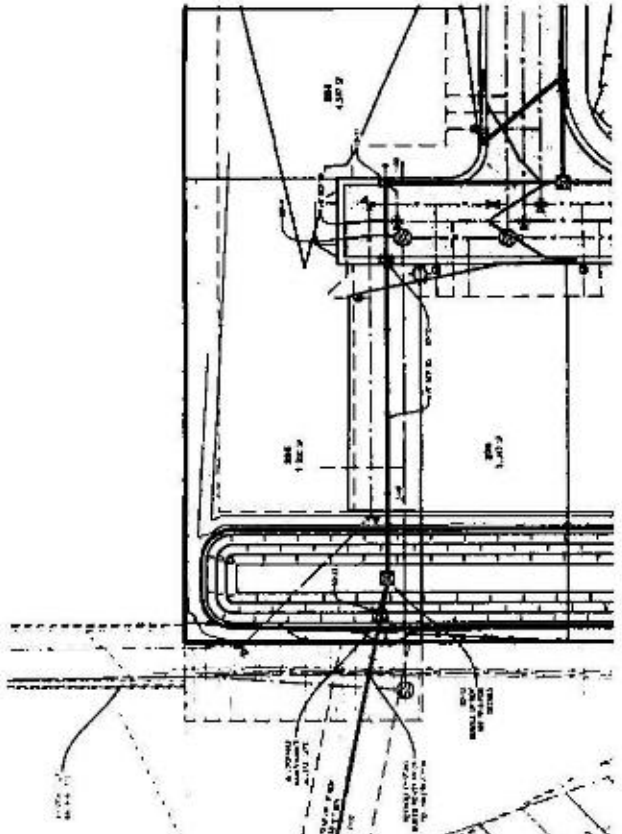
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**Cottages On Main**  
Phases 1-2  
Plan and 1/4" file

DATE	APRIL 17, 2013
PROJECT	PP-6
DRAWN BY	RJ ADAMS
CHECKED BY	NR
SCALE	AS SHOWN
DATE	REVISIONS



**EXISTING DETAIL**  
of wall

