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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER

**STORM WATER FACILITY MAINTENANCE AGREEMENT**

RECORDED: 36 PM  
FEE \$40.00 Pgs: 6  
DEP. RTT. REC'D FOR KAYSVILLE CITY

This Storm Water Maintenance Agreement ("Agreement") is entered into this 18 day of MAY, 2022 by and between KAYSVILLE CITY CORP of Utah (the "City") and Lennar Homes of Utah (the "Owner").

11-037-0061

**RECITALS**

1. The Owner is responsible for the streets and storm drains within that certain parcel of land located in Kaysville City, Davis County, State of Utah, known as Talbot Estates (the "Subdivision") which streets and storm drains serve lots therein which are more particularly described in Exhibits "A," attached hereto and by reference made a part hereof (the "Property").
2. The small municipal separate storm sewer systems (MS4) General Utah Pollutant Discharge Elimination System (UPDES) Permit (4.2.5) requires the use of Maintenance Agreements between Owner and the MS4 for any post construction best management practices (BMP) or storm water treatment practices (STP).
3. This is a formal agreement between the City and the Owner to guarantee that specific maintenance functions are performed in connection with all streets, roads, storm drains and related facilities within the Subdivision serving the Property in exchange for permission to develop the Property.

NOW, THEREFORE, for and in consideration of the promises, covenants and conditions recited herein and other good and valuable consideration the parties covenant and agree as follows:

**AGREEMENT**

**SECTION ONE: INCORPORATION OF RECITALS**

All of the above and foregoing Recitals are incorporated into and made a part of this Agreement.

**SECTION TWO: PERFORMANCE OF ROUTINE MAINTENANCE**

The Owner shall provide maintenance for all the permanent storm water facilities ("Facilities") in the Subdivision which Facilities are adjacent to the Property to ensure that the Facilities are and remain in proper working condition in accordance with the UPDES Permit and in accordance with post construction BMP.

**SECTION THREE INSPECTION AND REPORTING**

The Owner shall have the Facilities inspected by a City approved inspector annually and submit an annual report to the City, prior to July 1<sup>st</sup> of each year. If these obligations are not fulfilled the City may perform the inspections at Owner's expense. The Owner shall allow access for inspection and maintenance.

**SECTION FOUR MAINTENANCE REQUIREMENTS**

The City may increase maintenance requirements to ensure proper functioning of the Facilities. Owner shall allow access to the Property by the City for inspections and/or maintenance if the Owner does not fulfill the obligations of this Agreement.

**SECTION FIVE: FAILURE TO MAINTAIN**

In the event the Owner fails to inspect, report or properly maintain the Facilities within fourteen (14) days after written notice by the City to the Owner of any deficiencies, the City may enter upon the Subdivision and the Property and take whatever steps it deems necessary to correct such deficiencies or to maintain the Facilities according to BMP at Owner's expense. However if the Owner's failures could cause damage to property, injury or a violation of a UPDES Permit, the City may take immediate action, without notice to the Owner, to mitigate that failure. 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 considered to impose any such obligation on the City.

**SECTION SIX: RECORDING OF AGREEMENT**

This Agreement shall be binding upon the heirs, successors and assigns of the parties and shall be recorded in the office of the Davis County Recorder and shall constitute and create covenants and obligations running with the land.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

OWNER

KAYSVILLE CITY CORPORATION

By: INP R. J. T.  
LENNAR HOMES OF UTAH

By: [Signature]  
JOSHUA D. BELNAP

Public Works Director

STATE OF UTAH )

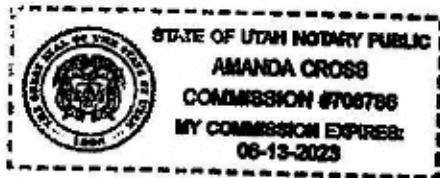
:ss.

COUNTY OF DAVIS )

On the 19 day of May, 2022, personally appeared before me JOSHUA D. BELNAP, who being by me duly sworn did say, that he, the said JOSHUA D. BELNAP is the Public Works Director of KAYSVILLE CITY CORPORATION, and that the within and foregoing instrument was signed on behalf of said KAYSVILLE CITY CORPORATION and said JOSHUA D. BELNAP duly acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.

Amanda Cross  
NOTARY PUBLIC

(SEAL)



STATE OF UTAH )

:ss.

COUNTY OF DAVIS )

On the 18 day of MAY, 2022, personally appeared before me William Ryan, who being by me duly sworn did say, that he, the said Director of Land Development is the authorized representative of Lennar Homes of Utah, and that the within and foregoing instrument was signed on behalf of said Corporation and said William Ryan duly acknowledged to me that he executed the same.

[Signature]  
NOTARY PUBLIC





A parcel of land situate in the Northwest and Southwest Quarter of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Easterly Right-of-Way Line of a frontage road of UDOT Project No. S-0089(406)398, said point being North 00°32'09" East 2,166.42 feet and East 381.03 feet from the Southwest Quarter Corner of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian; and running:

thence along said Easterly Right-of-Way Line of a frontage road the following five (5) courses:

(1) North 00°12'30" West 78.41 feet;

(2) North 89°32'02" East 20.00 feet;

(3) North 00°12'30" West 62.26 feet;

(4) South 83°42'30" West 20.11 feet;

(5) North 00°12'30" West 285.78 feet to the extension of Southerly Boundary Line of Ott Estates Amended Subdivision;

thence along said extension and the Southerly Boundary Line the following three (3) courses:

(1) North 84°33'25" East 362.72 feet;

(2) North 00°05'49" East 59.20 feet;

(3) North 88°44'53" East 431.15 feet to the Westerly Boundary Line of Talbot Estates Phase 1A PRUD;

thence along said Westerly and the Northerly Boundary Lines of said Talbot Estates Phase 1A PRUD the following fifteen (15) courses:

(1) South 24°35'10" West 113.82 feet;

(2) South 19°51'26" West 40.26 feet;

(3) Southeasterly 23.37 feet along the arc of a 15.00 foot radius curve to the right (center bears South 01°15'07" East and the chord bears South 46°37'18" East 21.08 feet with a central angle of 89°15'39");

(4) South 01°59'29" East 439.50 feet;

(5) South 88°00'31" West 133.30 feet;

(6) North 30°26'56" West 74.00 feet;

(7) South 59°33'04" West 96.00 feet;

(8) South 51°31'16" West 40.40 feet;

(9) South 59°33'04" West 96.00 feet;

(10) North 30°26'56" West 109.98 feet;

- (11) South 59°33'04" West 96.00 feet;
- (12) South 62°01'16" West 40.04 feet;
- (13) South 51°51'01" West 100.91 feet;
- (14) North 30°26'56" West 213.52 feet;
- (15) South 59°33'04" West 35.93 feet to the point of beginning.

Contains 419,355 Square Feet or 9.627 Acres and 39 Lots