



ENT 72488:2020 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 May 28 1:56 pm FEE 0.00 BY HA
RECORDED FOR WALK IN

When Recorded Return To:

Kathy Kresser
Pleasant Grove City Recorder
70 South 100 East
Pleasant Grove, UT 84062
Parcel No. 54:336:0002 – Lot 2 of The Void Plat B Subdivision

LANDSCAPE AND LIGHTING MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this 21 day of May , 2019, by and between PLEASANT GROVE CITY, a municipal corporation of the State of Utah, having its principle place of business located at 70 South 100 East, Pleasant Grove, UT 84062, hereinafter “CITY,” and GBR Investments, LLC, whose address is 423 West 300 South, Salt Lake City, Utah 84101 and Evermore Park, LLC, whose address is 382 South Evermore Lane Pleasant Grove, UT 84062 hereinafter “PROPERTY OWNER.”

WHEREAS, Property Owner has incorporated landscaping and lighting on the public roads of Pleasant Grove City adjacent to their development; and

WHEREAS, said landscaping and lighting were specialized and exceed the requirements of the land use code; and

WHEREAS, Property Owner agrees to be responsible for the maintenance, repair and replacement of the landscaping, lighting and irrigation systems in the agreed upon areas; and

WHEREAS, Property Owner GBR Investments, LLC understands and agrees that said obligation for maintenance, repair and replacement of the subject improvements ultimately rests with the property owner of record on the burdened parcel(s); and

WHEREAS, GBR understands and agrees that this Agreement will be recorded against parcel No. 54:336:0002 to ensure that the obligations of this Agreement are binding on successors in interest of the real property; and

WHEREAS, City understands that the obligations for the other burdened parcels will be allocated through a civil agreement between the parties.

NOW THEREFORE, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Property Owner shall be responsible for the upkeep, repair, maintenance, replacement and any costs associated with the landscaping, street lighting, and irrigation systems, including providing power for these systems, for all of the planters and the roundabout for both the Evermore parcels identified as parcels

54:336:0001 and 54:336:0002. The affected areas are generally described as Evermore Lane between North County Blvd and Garden Grove Drive; 450 South from North County Blvd to the eastern boundary of the subdivision on 550 South; and Garden Grove Drive between Pleasant Grove Blvd. and the northernmost boundary of the Evermore Park parcel as shown in Exhibit A which is attached hereto and incorporated herein.

2. City agrees that it will be responsible to maintain the concrete and curbing on the outside of the roundabout.
3. Said repair and maintenance obligation shall run with the land and is binding upon all subsequent Owners of the subject property.
4. If either Party defaults in the terms and conditions of this agreement, the defaulting party will pay reasonable attorney's fees and court costs incurred to enforce the provisions of this agreement.
5. This agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

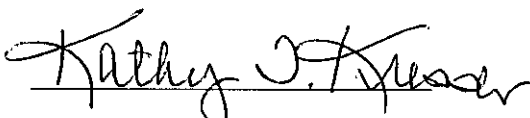
IN WITNESS WHEREOF, the parties have executed this Agreement

This 22 day of May, 2019.

PLEASANT GROVE CITY:


 Guy L. Fugal, Mayor

ATTEST:


 Kathy T. Kresser, City Recorder



GBR Investments, LLC PROPERTY OWNER:

Jonathan S. Gardner
By: Jonathan S. Gardner
Its: Manager

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On the 21st day of MAY 2019, personally appeared before me JONATHAN GARDNER, the signers of the foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public Diane Schmidt
Expires: 2/14/2023



Evermore Park, LLC, PROPERTY OWNER:

Ken Bretschneider
By: **KEN BRETSCHNEIDER**
Its: _____

STATE OF Utah)
:SS
COUNTY OF Utah)

On the 22 day of May 2019, personally appeared before me Andrea Measom Ken Bretschneider, the signers of the foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public Andrea Measom
Expires: June 14, 2020

