

STORM WATER FACILITY MAINTENANCE AGREEMENT

This Storm Water Maintenance Agreement ("Agreement") is entered into this ____ day of _____, 20__ by and between KAYSVILLE CITY CORP of Utah (the "City") and _____ (the "Owner").

RECITALS

1. The Owner is the record owner of that certain parcel of land located in Kaysville City, Davis County, State of Utah, which is more particularly described in Exhibit "A," attached hereto and by reference made a part hereof (the "Property").

The Property is also known as:

Subdivision: _____
City of Kaysville, State of Utah

2. The small municipal separate storm sewer systems (MS4) General Utah Pollutant Discharge Elimination System (UPDES) Permit (4.2.5.5.1) requires the use of Maintenance Agreements between developer (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 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 on 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 semi-annually and submit a semi-annual report to the City, prior to January 15th and July 15th 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 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.

KAYSVILLE CITY CORPORATION

By: _____
LARRY MILLS
Public Works Superintendent

OWNER/DEVELOPER

By: _____

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, 20____, personally appeared before me LARRY MILLS, who being by me duly sworn did say, that he, the said LARRY MILLS is the Public Works Superintendent of KAYSVILLE CITY CORPORATION, and that the within and foregoing instrument was signed in behalf of said KAYSVILLE CITY CORPORATION and said LARRY MILLS duly acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.

NOTARY PUBLIC

(SEAL)

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, 20____, personally appeared before me _____, who being by me duly sworn did say, that he/she, the said _____ is the Owner of _____, and that the within and foregoing instrument was signed in behalf of said _____ and said _____ duly acknowledged to me that he/she executed the same . . .

NOTARY PUBLIC

(SEAL)