

STATE OF UTAH

CITY OF AMERICAN FORK

Maintenance Agreement

WHEREAS, the Property Owner <ENTER PROPERTY OWNER'S NAME> recognizes that the Storm Water Facilities (hereinafter referred to as "The Facility" or "Facilities") must be maintained for the development called, <ENTER NAME OF DEVELOPMENT>, located at <ENTER ADDRESS>, in the City of American Fork, Utah County, State of Utah; and,

WHEREAS, the Property Owner is the Owner of the real property more particularly described on the Attached Exhibit A as recorded by deed in the records of the Clerk of the Utah County Recorder's Office with an Entry # <ENTER ENTRY NUMBER>, Book # <ENTER BOOK NUMBER>, and Page # < ENTER PAGE NUMBER> (hereinafter referred to as "The Property"), and,

WHEREAS, The City of American Fork (hereinafter referred to as "The City") and the Property Owner, or its administrator, executors, successors, heirs, or assigns, agree that the health, safety, welfare and well being of the citizens of the City require that the facilities be constructed and maintained on the property, and,

WHEREAS, the American Fork City Ordinances require that The Facility or Facilities as shown on the approved development plans and specifications be constructed and maintained by the Property Owner, its administrator, executors, successors, heirs, or assigns.

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:

Section 1

The Facility or Facilities shall be constructed by the Property Owner in accordance with the plans and specifications for the development.

Section 2

The Property Owner, its administrators, executors, successors, heirs or assigns shall maintain the Facility or Facilities in good working conditions acceptable to the City and in accordance with the schedule of Long Term Maintenance activities hereto and attached as Exhibit B.

Section 3

The Property Owner, its administrators, executors, successors, heirs or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry. The Property Owner shall execute a storm drain public access easement including the detention pond area plus ten (10) feet perimeter in favor of the City of American Fork to allow the City to inspect, observe, maintain, and repair the facility as deemed necessary. The Property Owner shall execute a twenty (20) foot wide storm drain easement for pipes constructed outside the Public Right Of Way. A fully executed original easement is attached to this Maintenance Agreement as Exhibit C and by reference made a part hereof.

Section 4

In the event the Property Owner, its administrator, executors, successors, heirs or assigns fails to maintain The Facility or Facilities as shown on the approved plans and specifications in good working order acceptable to the City and in accordance with the Maintenance Schedule incorporated in this Maintenance Agreement, the City, with due notice, may enter the property and take whatever steps it deems necessary to return The Facility or Facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the City is under no obligation to maintain or repair The Facility or Facilities and in no event shall this Maintenance Agreement be construed to impose any such obligation on the City.

Section 5

In the event the City, pursuant to the Maintenance Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City, or shall forfeit any required bond upon demand within thirty (30) days of receipt thereof for all the costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. 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 a result of the Property Owner's failure to maintain The Facility or Facilities.

Section 6

In the event of this agreement to insure the proper maintenance of The Facility or Facilities by the Property Owner; provided, however, that this Maintenance Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or caused by storm water runoff.

Section 7

Sediment accumulation resulting from the normal operation of The Facility or Facilities will be catered for. The Property Owner will make accommodation for the removal and disposal of all the accumulated sediments. Temporary storage will be provided onsite in a reserved area(s). At least every two (2) years, the stored sediment will be disposed of off-site in a proper disposal location. Reserved area(s) shall be sufficient to accommodate for a minimum of two years of sediment collection.

Section 8

The Property Owner shall provide the City with a Cash Bond providing for the maintenance of The Facility or Facilities for a period of not less than ten years from the date of execution of this Maintenance Agreement. The Cash Bond shall be in the amount of fifty percent (50%) of the construction costs of The Facility or Facilities. A copy of the Cash Bond is attached to this Maintenance Agreement as Exhibit D and by reference made a part thereof.

Section 9

The Property Owner shall use the Standard Operation and Maintenance Inspection Report attached to this Maintenance Agreement as Exhibit E and by this reference made a part hereof for the purpose of a minimal annual inspection of The Facility or Facilities by a Qualified Inspector.

Section 10

The Property Owner, its administrator, executors, successors, heirs and assigns hereby indemnifies and hold harmless the City and its authorized agents and employees 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 Facility or Facilities by the Property Owner or the existence or maintenance of The Facility or Facilities by the Property Owner or the City. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against The City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

Section 11

This Maintenance Agreement shall be recorded among the deed records of the Clerk of the Utah County Recorder’s Office and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrator, executors, heirs, assigns and any other successors in interest.

Section 12

This Maintenance Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

Section 13

Invalidation of any one of the provisions of this Maintenance Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

SO AGREED this day of 20

PROPERTY OWNER

BY: Attest:

Title: Title:

Approved as to form:

BY: Date:

Mayor

UTAH COUNTY RECORDER’S OFFICE

Attest: Date:

County Recorder Clerk

(SEAL)

Attachments: Exhibit A (Parcel/ Plat and Legal Description)
 Exhibit B (Maintenance and Inspection Schedule)
 Exhibit C (Access Easement)
 Exhibit D (Standard Operation and Maintenance Inspection Report)

EXHIBIT A – Parcel/ Plat and Legal Description

<ENTER PARCEL LEGAL DESCRIPTION>

EXHIBIT B – Maintenance and Inspection Schedule

<ENTER MAINTENANCE AND INSPECTION SCHEDULE>

EXHIBIT C – Access Easement

<ACCESS EASEMENT>

EXHIBIT D – Standard Operation and Maintenance Inspection Report

Facility Operation and Maintenance Inspection Report for Storm Drain Facilities

Inspector Name:	Subdivision Name:	
Inspection Date:	Address:	
Frequency of inspection	<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly <input type="checkbox"/> Annual	
Item Inspected	Checked		Maintenance	Observations and Remarks
	Yes	No	Req'd Not Req'd	
Pond Facilities				
1	Landscaping maintenance			
2	Remove sedimentation			
3	Remove debris			
4	Repair side slopes			
5	Repair rip-rap protection			
6	Repair control structure			
7	Cleaning of outfall			
8	Removal of floatable debris			
9	Maintenance of inlets			
10	Maintenance of outlets			
Storm drain system				
1	Remove sediment from catch basins			
2	Cleaning storm drain pipes			
3	Maintenance of drainage swales			
4	Remove sediment from manholes			
5	Remove sediment from sumps			
6	Repair oil/ water separator			
7	Repair sand filters			
Parking lot and roads maintenance				
1	Sweeping of parking lot			
2	Sweeping of streets			
3	Cleaning of garbage enclosure			
4	Cleaning of non-hazardous spills			
5	Managing fertilizer use			
6	Managing pesticide use			
7	Removal of grass after lawn mowing			

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information provided is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

BY: Date:
 Site Inspector