



\*W2565577\*

3-6

STATE OF UTAH

WEBER COUNTY

C2012-35

Maintenance Agreement

E# 2565577 PG 1 OF 14  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
07-MAR-12 126 PM FEE \$1.00 DEP SPY  
REC FOR: WEBER COUNTY PROPERTY MANAGEMEN

**WHEREAS**, the Property Owner Washington Heights Baptist Church recognizes that the wet or extended detention facility or facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called, Washington Heights Church, Lot(s) \_\_\_\_\_, located within the unincorporated area of Weber County, Utah; and,

**WHEREAS**, the Property Owner is the owner of real property more particularly described on the attached Exhibit A as recorded by deed in the records of the Recorder of Weber County (hereinafter referred to as "the Property"), and,

**WHEREAS**, Weber County (hereinafter referred to as "the County") and the Property Owner, or its administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the County require that the facilities be constructed and maintained on the property, and,

**WHEREAS**, the Development Regulations require that facility or facilities as shown on the approved development plans and specifications be constructed and maintained by the Property Owner, its administrators, 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 condition acceptable to the County and in accordance with the schedule of long term maintenance activities agreed hereto and attached as Exhibit B.

**SECTION 3.**

The Property Owner, its administrators, executors, successors, heirs or assigns hereby grants permission to the County, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the County deems necessary. Whenever possible, the County shall provide notice prior to entry. The Property Owner shall execute a twenty five (25) foot public

access easement in favor of Weber County to allow the County to inspect, observe, maintain, and repair the facility as deemed necessary. A fully executed original easement is attached to this Agreement as Exhibit D and by reference made a part hereof. The Exhibit may be omitted if the easement was granted on the Recorded Plat.

#### **SECTION 4.**

In the event the Property Owner, its administrators, 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 County and in accordance with the maintenance schedule incorporated in this Agreement, the County, 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 County to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the County is under no obligation to maintain or repair the facility or facilities and in no event shall this Agreement be construed to impose any such obligation on the County.

#### **SECTION 5.**

In the event the County, pursuant to the 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 County, for all the costs incurred by the County hereunder. If not paid within the prescribed time period, the County shall secure a lien/judgment 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 County as a result of the Property Owner's failure to maintain the facility or facilities.

#### **SECTION 6.**

It is the intent of this agreement to insure the proper maintenance of the facility or facilities by the Property Owner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or caused by stormwater runoff.

#### **SECTION 7.**

Sediment accumulation resulting from the normal operation of the facility or facilities will be provided for. The Property Owner will make accommodation for the removal and disposal of all accumulated sediments. Accumulated sediments will be disposed of properly.

#### **SECTION 8.**

The Property Owner shall use the standard SMP Operation and Maintenance Inspection Report attached to this agreement as Exhibit C 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. This annual inspection shall be submitted to the County on or before September 30th of each year, after inspection is completed by a qualified inspector.

#### **SECTION 9.**

The Property Owner, its administrators, executors, successors, heirs and assigns hereby indemnifies and holds harmless the County and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the County from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner or the County. In the event a claim is asserted against the County, its authorized agents or employees, the County 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 County, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

#### **SECTION 10.**

This Agreement shall be recorded among the deed records of the Recorder of Weber County and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, heirs, assigns and any other successors in interest.

#### **SECTION 11.**

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

#### **SECTION 12.**

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

MAINTENANCE AGREEMENT

SO AGREED this 6<sup>th</sup> day of March 2012.

WEBER COUNTY

Date: March 6, 2012

By: [Signature] Attest: [Signature]  
Authorized Representative,

PROPERTY OWNER

Date: Feb. 17, 2012

By: [Signature] Title: Administrator

Attest: [Signature] Title: Notary Public



Attachments:

Exhibit A (Legal Description)

Exhibit B (Schedule of Long Term Maintenance Activities)

Exhibit C (Standard SMP Operation and Maintenance Inspection Report)

Exhibit D (Access Easement) -- Only required if easement not granted on plat.

Exhibit A  
Legal Description

EXHIBIT A

Parcel 07-083-0077

A part of the Southeast Quarter of Section 22, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the South Section Line of said Quarter Section said point is 20.00 feet North 89°21'11" West along said Section line from the Southeast corner of said Quarter Section; and running thence North 89°21'11" West 1865.55 feet along said Section line; thence North 2°29'47" West 51.74 feet; thence North 50°15'35" West 34.49 feet; thence North 26°26'37" West 17.45 feet; thence North 4°17'34" East 513.58 feet to the South line of a public Road (called for in Deed Book 32, Page 580); thence two (2) courses along said South line as follows: North 27°18'58" East 22.41 and North 58°25'04" West 93.47 feet to the East line of Weber County Parcel #07-083-0042); thence North 0°44'38" East 665.53 feet along said East line to the 1/16<sup>th</sup> Section Line of said Quarter Section and the South right-of-way of 6200 South Street (Weber County Road); thence South 89°15'22" East 705.06 feet along said 1/16<sup>th</sup> Section line and said South right-of-way line to the Southwesterly right-of-way line of US 89 and 30-S; thence four (4) courses along said Southwesterly right-of-way as follows: South 45°09'57" East 415.33 feet; Southeasterly along the arc of a 2934.90 foot radius curve to the left a distance of 920.81 feet (Center Bears North 42°12'50" East and Long Chord bears South 56°46'28" East 917.04 feet); South 24°39'51" West 206.26 feet and South 53°08'47" East 301.48 feet; thence South 0°37'11" East 185.10 feet to the point of beginning.

TOGETHER WITH:

A part of the Southeast Quarter of Section 22, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at the Southeast corner of said Quarter Section and running thence North 89°21'11" West 10.00 feet along the South line of said Quarter Section; thence North 0°37'11" West 177.65 feet to the Southwesterly right-of-way line of US 89 and 30-S; thence South 53°08'47" East 12.60 feet along said Southwesterly right-of-way line to the East line of said Quarter Section; thence South 0°37'11" East 170.21 feet along said East Quarter Section line to the point of beginning.

LESS AND EXCEPTING:

A parcel of land being 2 rods from the center of a spring each way, more particularly described as:

A part of the Southeast Quarter of Section 22, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 986.53 feet North 89°21'11" West along the Section line and 209.62 feet North 0°38'49" East from the Southeast corner of said Quarter Section; and running thence West 66.00 feet (2 rods); thence North 66.00 feet (2 rods); thence East 66.00 feet (2 rods); thence South 66.00 feet (2 rods) to the point of beginning.

Contains 43.157 Acres

**Exhibit B**  
**Schedule of Long Term Maintenance Activities**

<b>Activity</b>	<b>Frequency</b>	<b>Notes</b>
Inspection	Annually	It is recommended that the SMP Operation and Maintenance Inspection Report, referenced by this agreement, be used as a guiding document. This annual inspection should be submitted to the County upon completion.
Mowing and maintenance of vegetation	Variable, depending on vegetation and desired aesthetics	Landscaping and vegetation should be cared for throughout the year to ensure that proper sediment removal and infiltration is maintained and the Facilities remains aesthetically appealing.
Remove trash and debris	As needed or following each storm	Trash and debris should be removed regularly to ensure that the Facilities function properly and operate effectively. Trash often collects at inlet and outlet structures.
Inspect and maintain inlet and outlet structures	Annually	The inlet and outlet structures should be inspected for damage and proper operation.
Sediment removal	Variable (5-10 years is typical)	The removal of sediment is necessary if the Facilities begin to lose capacity or effectiveness.

# Exhibit C Standard SMP Operation and Maintenance Inspection Report

Inspector Name: \_\_\_\_\_

Inspection Date: \_\_\_\_\_

Address/Location Info: \_\_\_\_\_

Item Inspected	Checked		Maintenance Req'd		Maintenance Completed Date
	Yes	No	Yes	No	
Detention Pond					
Vegetation					
Erosion					
Overflow					
Storm Drain System					
Inlets Clear of obstructions					
Storm Drain Sediment Traps					
Site Improvements					
Parking Lot Clean					
Landscaping maintenance					
Landscaped Swales					
Garbage & Solid Waste Management					



Exhibit D  
Access Easement

WEBER COUNTY UTAH

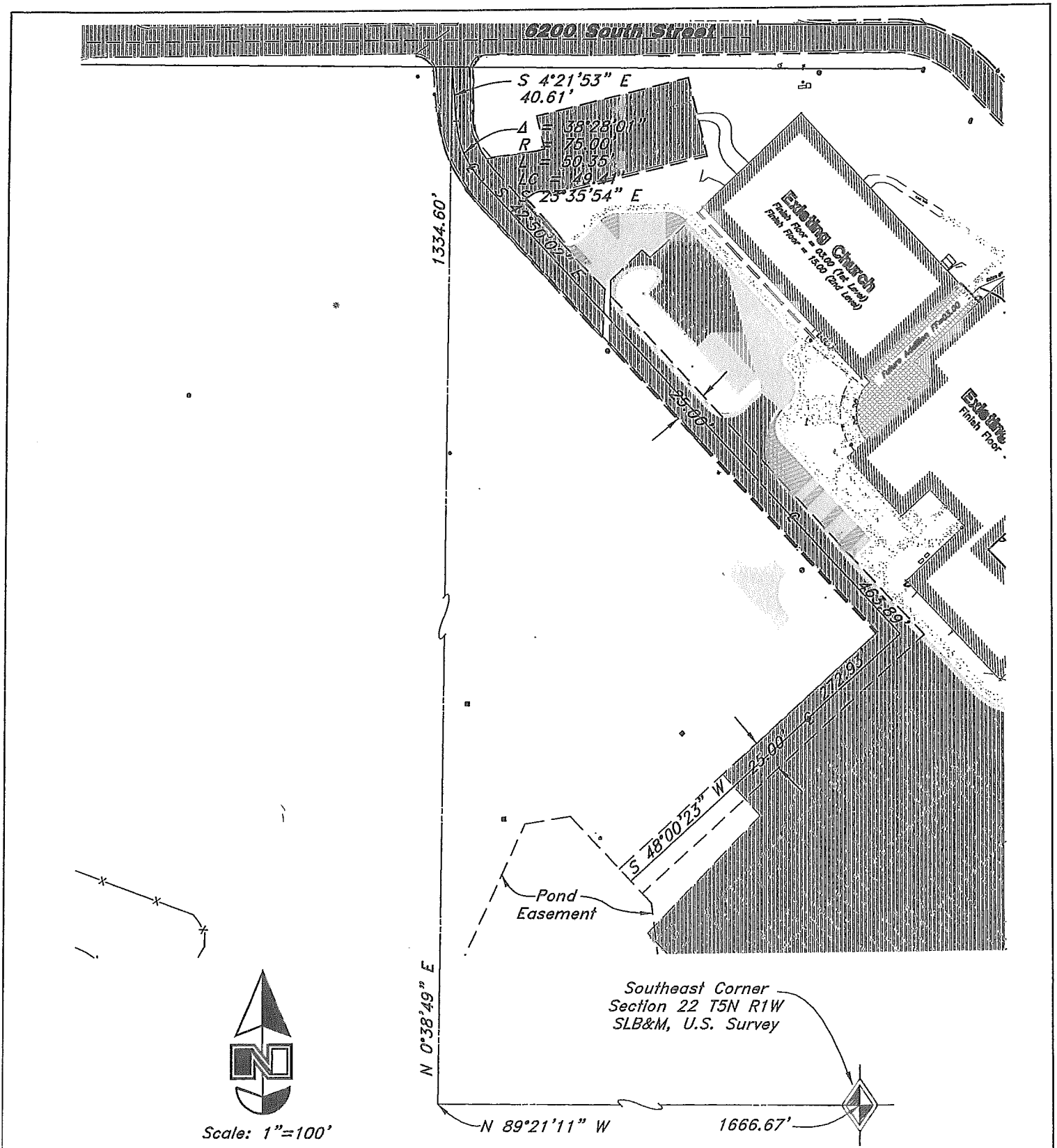
February 16, 2012

Access Easement to Detention Pond

A 25.00 foot Public Access Easement in favor of Weber County. Said easement being 12.50 feet either side of the following described centerline.

A part of the Southeast Quarter of Section 22, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the South Right of Way Line of 6200 South Street which is 1666.67 feet North 89°21'11" West along said Section line and 1334.60 feet North 0°38'49" East from the Southeast corner of said Quarter Section; and running thence South 4°21'53" East 40.61 feet; thence southeasterly along the arc of a 75.00 foot radius curve to the left a distance of 50.35 feet (long chord bears South 23°35'54" East 49.41 feet center bears North 85°38'07" East); thence South 42°50'02" East 463.89 feet; thence South 48°00'23" West 272.93 feet to the northeasterly line of a detention pond easement.



**GREAT BASIN** INC

5746 SOUTH 1475 EAST OGDEN, UTAH 84403  
MAIN (801)394-4515 S.L.G (801)521-0222 FAX (801)392-7544  
WWW.GREATBASINENGINEERING.COM

Job Name: WASHINGTON HEIGHTS CHURCH  
ACCESS EASEMENT TO DETENTION POND

Job No: 11N515

Date: 16 Feb, 2012

Sheet No.

1

Of

1

WEBER COUNTY UTAH

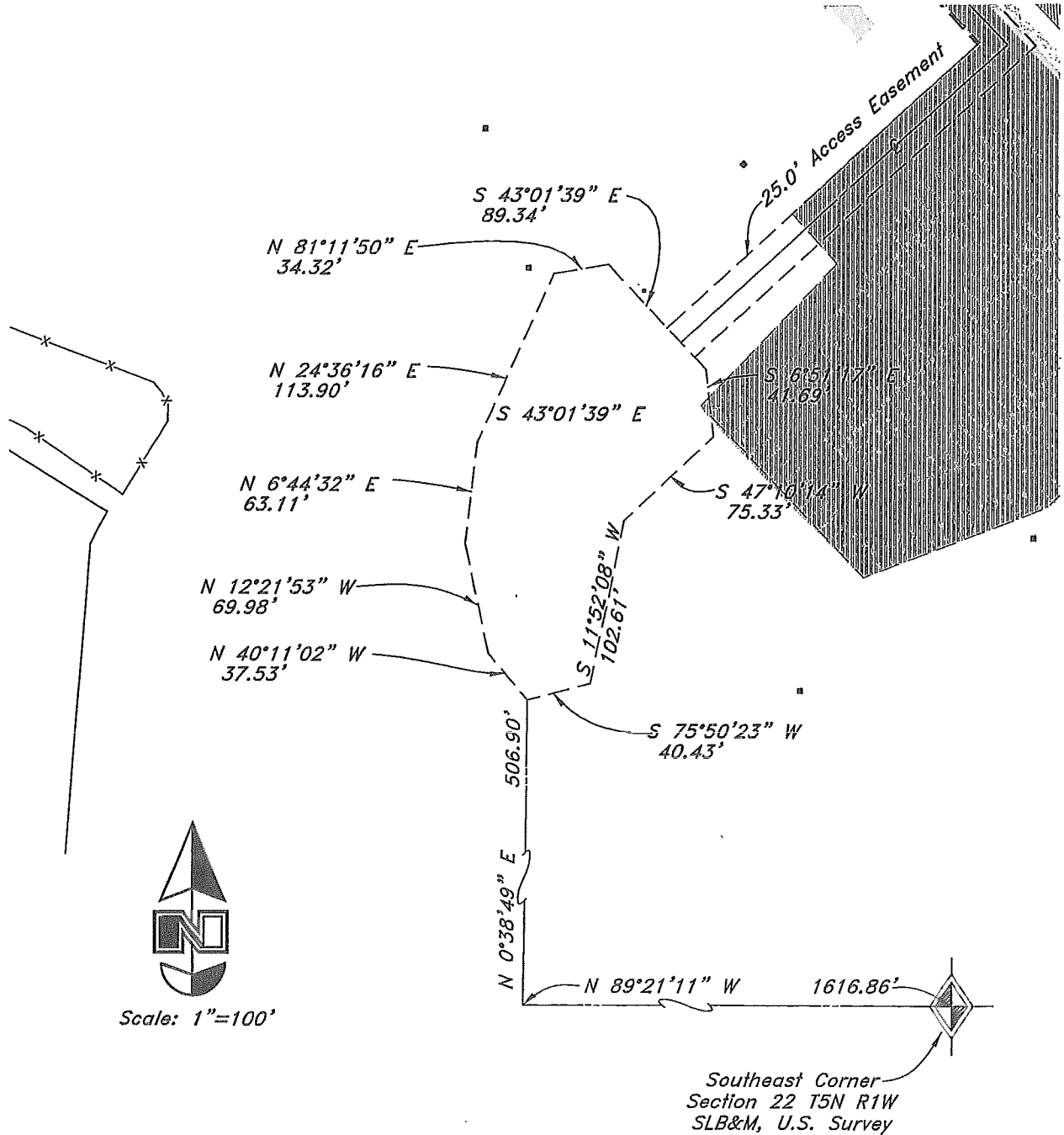
February 16, 2012

Detention Pond Easement

A part of the Southeast Quarter of Section 22, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point which is 1616.86 feet North 89°21'11" West along said Section line and 506.90 feet North 0°38'49" East from the Southeast corner of said Quarter Section; and running thence North 40°11'02" West 37.53 feet; thence North 12°21'53" West 69.68 feet; thence North 6°44'32" East 63.11 feet; thence North 24°36'16" East 113.90 feet; thence North 81°11'50" East 34.32 feet; thence South 43°01'39" East 89.34 feet; thence South 6°51'17" East 41.69 feet; thence South 47°10'14" West 75.33 feet; thence South 11°52'08" West 102.61 feet; thence South 75°50'23" West 40.43 feet to the point of beginning.

Contains 0.57363 Acres



**GREAT BASIN ENGINEERING**

5746 SOUTH 1475 EAST OGDEN, UTAH 84403  
 MAIN (801)394-4515 S.L.O (801)521-0222 FAX (801)392-7544  
 WWW.GREATBASINENGINEERING.COM

Job Name: WASHINGTON HEIGHTS CHURCH  
 DETENTION POND EASEMENT

Job No: 11N515

Date: 16 Feb, 2012

Sheet No.

2  
 of  
 2

R\_B Great Basin Engineering North

Wednesday, 15 February, 2012

===== < 88n090

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Point	Bearing	Distance	Northing	Easting	Point
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TIE

			296644.3090	1881797.0310	1123
1123	N 89 21 11 W 3	1666.6667	296663.1254	1880130.4705	1300
1300	N 0 38 49 E 7	1334.5976	297997.6379	1880145.5379	1301

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ACCESS EASEMENT

			297997.6379	1880145.5379	1301
1301	S 4 21 53 E 2	40.6104	297957.1453	1880148.6286	1302
1302	N 85 38 07 E 7	75.0000	297962.8533	1880223.4111	1306
	38 28 01 6 L Delta	50.353	Arc	75.000	Radius
	S 23 35 54 E 6 Chord	49.413		26.167	Tangent
1306	S 47 10 06 W 1	75.0000	297911.8648	1880168.4095	1303
1303	S 42 50 02 E 9	463.8934	297571.6786	1880483.7989	1304
1304	S 48 00 23 W 6	272.9285	297389.0760	1880280.9535	1305

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TIE

			296644.3090	1881797.0310	1123
1123	N 89 21 11 W 3	1616.8592	296662.5631	1880180.2748	1307
1307	N 0 38 49 E 8	506.9014	297169.4322	1880185.9977	1308

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POND EASEMENT

			297169.4322	1880185.9977	1308
1308	N 40 11 02 W 5	37.5331	297198.1067	1880161.7798	1309
1309	N 12 21 53 W 7	69.6821	297266.1725	1880146.8586	1310
1310	N 6 44 32 E 7	63.1110	297328.8471	1880154.2679	1311
1311	N 24 36 16 E 8	113.8995	297432.4050	1880201.6900	1312
1312	N 81 11 50 E 2	34.3214	297437.6573	1880235.6071	1313
1313	S 43 01 39 E 9	89.3449	297372.3438	1880296.5715	1314
1314	S 6 51 17 E 0	41.6942	297330.9476	1880301.5478	1315
1315	S 47 10 14 W 4	75.3290	297279.7377	1880246.3029	1316
1316	S 11 52 08 W 4	102.6087	297179.3227	1880225.1989	1317
1317	S 75 50 23 W 1	40.4296	297169.4322	1880185.9977	1308

Area = 24987.2 sq ft or 0.57363 ac