

STATE OF UTAH

WEBER COUNTY

Maintenance Agreement

WHEREAS, the Property Owner WinCo Foods, LLC 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, WinCo #80 Cross Dock, 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 _____ day of _____ 2020 _____ .

WEBER COUNTY

Date: _____

By: _____ Attest: _____
Authorized Representative,

PROPERTY OWNER

Date: _____

By: _____ Title: _____

Attest: _____ Title: _____

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

Lot 3B, Weber Industrial Park - Plat "D" LOT 3B, according to the official plat thereof, as recorded in the office of the Weber County Recorder.

Exhibit B
Schedule of Long Term Maintenance Activities

Activity	Frequency	Notes
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					