

## MAGNA METRO TOWNSHIP

8952 W Magna Main St Magna, UT 84044 Phone: (385)258-3690 www.magnametrotownship.org

## When recorded, mail to:

Greater Salt Lake Municipal Services District FBO Magna Metro Township 2001 South State Street N3-600 Salt Lake City, Utah 84190 13042818

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Book - 10811 P9 - 2695-2716

RASHELLE HOBBS

RECORDER, SALT LAKE COUNTY, UTAH

BRYON PRICE

978 E WOODOAK LN

SLC UT 84117

BY: CBA, DEPUTY - WI 22 P.

Affects Parcel No(s): 1429276034

## STORMWATER MAINTENANCE AGREEMENT

This Stormwat	er Main	itenance	Agreeme	ent (this "	Agreeme	nt") is n	nade and entered into	this
day of July	29,		2019	, by and	between	Magna	Metro Township, a r	nunicipal
					Utah	(the	"Municipality");	and
EVORY DEV	Elop	MEN	t, llc		(the "Ow	mer").		

## **RECITALS**

WHEREAS, the Municipality is authorized and required to regulate and control the disposition of storm and surface waters within the Municipality, as set forth in the Municipality Stormwater Ordinance, as amended ("Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in UTAH CODE ANN. §§ 19-5-101, et seq., as amended (the "Act"); and

WHEREAS, the Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference (the "Property"), which property is subject to regulation by Municipality as laid out above; and

WHEREAS, the Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; and

WHEREAS, in order to facilitate these anticipated changes, the Owner desires to build and maintain, at Owner's expense, storm and surface water management facilities, including structures, improvements, and/or vegetation to control the quantity and quality of the storm water (the "Stormwater Facilities"); and

WHEREAS, the Stormwater Facilities are shown in the final site plan or subdivision approved for the Property, in any related engineering drawings, and in any amendments thereto, which plans and drawings are on file in the office of the Municipality's agent's Planning and Development Services Division, and are hereby incorporated herein by this reference (the "Development Plan"); and

WHEREAS, a detailed description of the Stormwater Facilities, which includes the operation and routine maintenance procedures required to enable the Stormwater Facilities to perform their designed functions (the "Stormwater Management Plan"), is attached hereto as Exhibit "B" and is incorporated herein by this reference; and

WHEREAS, as a condition of the Development Plan approval, and as required by the Jordan Valley Municipalities Permit No. UTS000001 ("UPDES Permit") from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Stormwater Maintenance Plan.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the Municipality's approval of the Stormwater Maintenance Plan through its agent, County, and the mutual covenants contained herein, the parties agree as follows:

#### **SECTION 1**

Construction of Stormwater Facilities. The Owner shall, at its sole cost and expense, construct the Stormwater Facilities in strict accordance with the Development Plan, specifications, and any amendments thereto which have been approved by the Municipality or its agent.

#### **SECTION 2**

Maintenance of Stormwater Facilities. The Owner shall, at its sole cost and expense, operate and maintain the Stormwater Facilities in strict accordance with the Stormwater Maintenance Plan. Owner's maintenance obligations shall be limited to structures, systems, and appurtenances on Owner's land, including all system and appurtenance built to convey stormwater, as well as all structures, improvements, and vegetation provided solely to control the quantity and quality of the stormwater. Maintenance, for purposes of this Agreement, is defined as good working condition so that the Stormwater Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Stormwater Facilities in good working condition.

### **SECTION 3**

Annual Maintenance Report. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to Municipality's agent annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Stormwater Facilities. The annual inspection shall cover all aspects of the Stormwater Facilities, including, but not limited to, the parking lots, structural improvements, berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted

in the inspection report. The report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by July 31, of each year and shall be in a form acceptable to the Municipality's agent.

### **SECTION 4**

Oversight Inspection Authority. The Owner hereby grants permission to the Municipality, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice to the Owner. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the Municipality or its agent. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are adequately maintained, are continuing to perform in an adequate manner, and are in compliance with all applicable laws, regulations, rules, and ordinances, as well as the Stormwater Maintenance Plan.

### **SECTION 5**

Notice of Deficiencies. If the Municipality or its agent finds the Stormwater Facilities contain any defects or are not being maintained adequately, the Municipality or its agent shall send the Owner written notice of the defects or deficiencies and provide the Owner with reasonable time to cure such defects or deficiencies, as provided in the Municipality's Ordinances Section 17.22. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the Property address.

#### **SECTION 6**

Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Stormwater Facilities as may be determined as reasonably necessary by the Municipality or its agent within the required cure period to ensure the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.

## **SECTION 7**

Corrective Action. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the Municipality and its agent, the Municipality or its agent may proceed with any enforcement mechanism provided in Municipality Ordinance Section 17.22. The Municipality or its agent may also give written notice that the Stormwater Facilities will be disconnected from the Municipality's municipal separate storm sewer system. Any damage resulting from the disconnected system will be the Owner's responsibility. It is expressly understood and agreed that neither the Municipality nor its agent are under any obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the Municipality or its agent. The actions described in this Section are in addition to and not in lieu of the legal remedies available to the Municipality as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

### **SECTION 8**

Reimbursement of Costs. In the event the Municipality or its agent, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, use of

equipment, supplies, materials, and the like related to storm drain disconnection from the Municipality's municipal separate storm sewer system, the Owner shall reimburse the Municipality or its agent upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the Municipality or it agent. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorney's fees and court costs, incurred by the Municipality or its agent in collection of delinquent payments. The Owner hereby authorizes the Municipality or its agent to assess any of the above-described costs, if remained unpaid, by recording a lien against the Property.

#### **SECTION 9**

Successors and Assigns. This Agreement shall be recorded in the office of the County Recorder and the covenants and agreements contained herein shall run with the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.

#### **SECTION 10**

Severability Clause. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors and assigns, is held invalid, the remainder of this Agreement shall not be affected thereby.

#### **SECTION 11**

Utah Law and Venue. This Agreement shall be interpreted under the laws of the State of Utah. Suits for any claims or for any breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Salt Lake County, Utah.

## **SECTION 12**

Indemnification. This Agreement imposes no liability of any kind whatsoever on the Municipality or its agent. The Owner hereby agrees to indemnify and hold the Municipality and its officers, employees, agents and representatives from and against all actions, claims, lawsuits, proceedings, liability, damages, losses, and expenses (including attorneys' fees and court costs) that result from the performance of this agreement, but only to the extent the same are caused by any negligent or wrongful act or omissions of the Owner, and the Owner's officers, employees, agents, and representatives.

## **SECTION 13**

Amendments. This Agreement shall not be modified except by written instrument executed by the Municipality and the owner of the Property at the time of modification, and no modification shall be effective until recorded in the office of the County Recorder.

## **SECTION 14**

Subordination Requirement. If there is a lien, trust deed or other property interest Recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination

agreement or other acceptable recorded document agreeing to subordinate their interest to this Agreement.

## **SECTION 15**

Notices. All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

To Municipality:

Magna Metro Township

8952 W Magna Main St Magna, UT 84044

With Copies to:

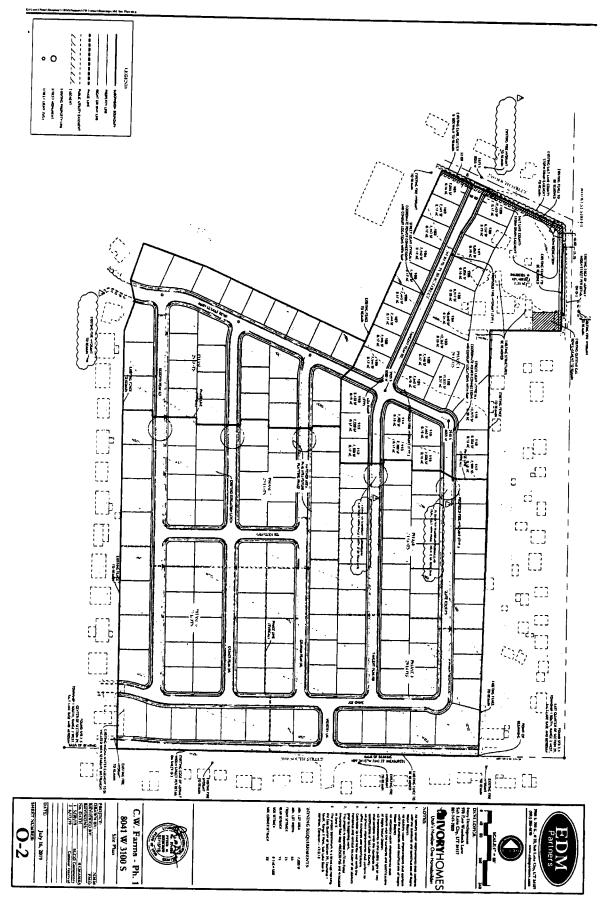
Greater Salt Lake Municipal Services District

2001 S State St #N3-600 Salt Lake City, UT 84190

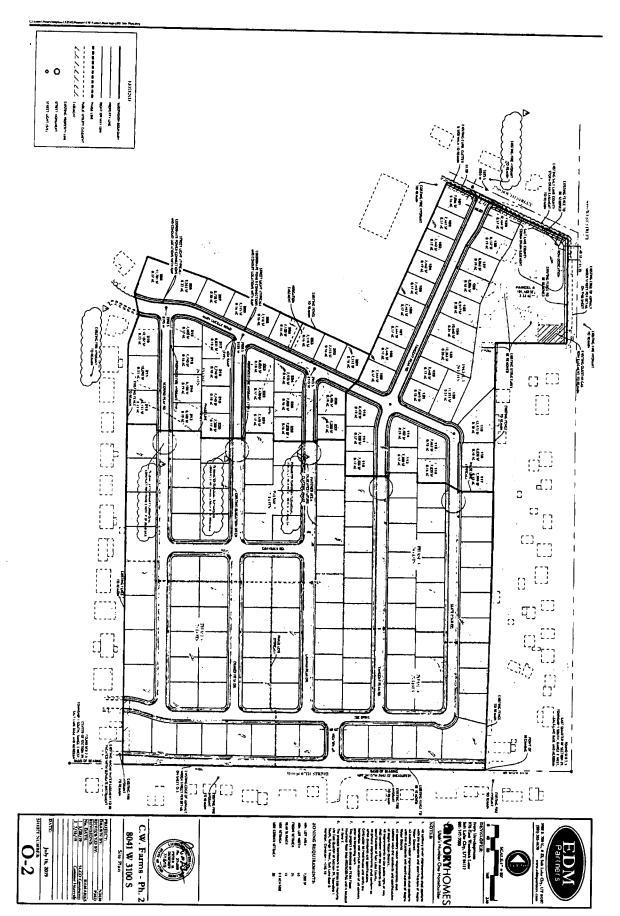
To Owner:	IVORY DEVELOPMENT, LIC	
· · · · · · · · · · · · · · · · · · ·	978 East Woodonk LANE	
	SLC, UT 84117	

IN WITNESS WHEREOF, the parties have signed and subscribed their names hereon and have caused this Agreement to be duly executed as of the day and year first set forth above.

	OWNER
	By: M. Freside East
	Chais P. Gamvasulas
	By:
STATE OF UTAH )	
COUNTY OF SALT LAKE )	
The above instrument was acknowledged bef this 21 day of July , 20	fore me by Chase E. Free bairn
CHASE ERIC FREEBAIRN NOTARY PUBLIC-STATE OF UTAN COMMISSIONS 705264 COMM. EXP. 03-19-2023	NOTARY PUBLIC
FOR THE MAGNA METRO TOWNSHIP:	APPROVED AS TO FORM:
MAYOR	METRO TOWNSHIP ATTORNEY
ATTACHMENTS:	
Exhibit A (Plat and Legal Description) Exhibit B (Stormwater Management Plan) Exhibit C (8.5" x 11" Grading and Drainage p	olan)



BK 10811 PG 2701



## **EXHIBIT A:**

Proposed C.W. Farms - PHASE 1 SUBDIVISION, being more particularly described as follows:

A PARCEL OF LAND BEING A PART OF THAT ENTIRE TRACT DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED OCTOBER 18, 2018 AS ENTRY NO. 12870290 IN BOOK 10722, AT PAGE 8008 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER LOCATED IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON AN EXISTING FENCE LINE AND EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT, SAID POINT BEING N89°34'16"W 257.64 FEET AND N00°05'22"W 873.38 FEET FROM THE EAST QUARTER CORNER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE N90°00'00"W 100.59 FEET; THENCE N61°54'07"W 56.68 FEET; THENCE N90°00'00"W 90.00 FEET; THENCE N00°00'00"E 31.75 FEET; THENCE N90°00'00"W 90.00 FEET; THENCE S00°00'00"E 11.72 FEET: THENCE N90°00'00"W 140.00 FEET; THENCE N00°00'00"W 267.72 FEET; THENCE N45°16'04"E 53.53 FEET; THENCE N24°22'10"E 90.00 FEET TO THE SOUTHWESTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED RECORDED JANUARY 29, 1998 AS ENTRY NO. 6849389 IN BOOK 7865, AT PAGE 0732 IN THE OFFICE OF SAID RECORDER; THENCE N23°18'03"E 598.75 FEET ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID PARCEL TO THE SOUTHERLY RIGHT OF WAY LINE OF 2700 SOUTH STREET; THENCE S65°37'33"E 424.55 FEET ALONG SAID SOUTHERLY RIGHT OF WAY TO THE WESTERLY RIGHT OF WAY LINE OF 8000 WEST STREET; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE S00°04'08"W 333.83 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE ALONG SAID SOUTHERLY AND EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT THE FOLLOWING TWO (2) COURSES: 1) N89°55'52"W 225.79 FEET; 2) S00°04'08"W 333.78 FEET (RECORD = 537.84 FEET) TO AN EXISTING FENCE LINE; THENCE ALONG SAID EXISTING FENCE LINE AND EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT THE FOLLOWING TWO COURSES: 1) S00°23'28"W 93.52 FEET; 2) S01°04'16"W 47.96 FEET TO THE POINT OF BEGINNING.

Proposed C.W. Farms - PHASE 2 SUBDIVISION, being more particularly described as follows:

A PARCEL OF LAND BEING A PART OF THAT ENTIRE TRACT DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED OCTOBER 18, 2018 AS ENTRY NO. 12870290 IN BOOK 10722, AT PAGE 8008 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER LOCATED IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF WHITE FARM VILLAGE SUBDIVISION PHASE 1 RECORDED DECEMBER 18, 2001 AS ENTRY NO. 8094155 IN BOOK 2001P OF PLATS, AT PAGE 377 IN THE OFFICE OF SAID RECORDER, BEING N89'34'16" W 1426.5 feet AND N00°09'38" E 1070.08 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 29; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF WHITE FARM VILLAGE SUBDIVISION PHASE 1 THE FOLLOWING FOUR (4) COURSES: 1) N00°09'38" E 252.46 FEET; 2) N19°05'15" E 98.43 FEET; 3) N12°05'15" W 70.13 FEET; 4) N19°05'15" E 121.94 FEET TO THE NORTHEASTERLY CORNER OF LOT 131 OF SAID SUBDIVISION AND SOUTHERLY BOUNDARY LINE OF THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED RECORDED FEBRUARY 19, 1981 AS ENTRY NO. 3548131 IN BOOK 5229, AT PAGE 871 IN THE OFFICE OF SAID RECORDER; THENCE EASTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL THE FOLLOWING COURSES: 1) S 70°54'45" E 209.43 FEET; 2) S 65°40'54" E 280.12 FEET TO THE SOUTHWESTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED RECORDED JANUARY 29, 1998 AS ENTRY NO. 6849389 IN BOOK 7865, AT PAGE 0732 IN THE OFFICE OF SAID RECORDER; THENCE S 65°37'33" E 283.00 FEET ALONG THE SOUTHWESTERLY BOUNDARY LINE TO THE SOUTHEASTERLY CORNER OF SAID PARCEL; THENCE S 24°22'10" W 90.00 FEET; THENCE S 45°16'04" W 53.53 FEET; THENCE S 00°00'00" E 151.72 FEET; THENCE N 90°00'00" W 90.00 FEET; THENCE S 00°00'00" E 6.36 FEET; THENCE N90°00'00" W 140.00 FEET; THENCE N00°00'00" W 25.00 FEET; THENCE N90°00'00" W 90.00 FEET; THENCE S 00°00'00" E 18.00 FEET; THENCE N90°00'00" W 140.00 FEET; THENCE N00°00'00" E 22.00 FEET; THENCE N90°00'00" W 140.00 FEET; THENCE N00°00'00" E 20.07 FEET; THENCE N90°00'00" W 93.88 FEET TO THE POINT OF BEGINNING.

## **EXHIBIT B**

# Long Term Stormwater Management Plan

for:

CW Farms 2700 South 8000 West Magna, Utah 84044

## EXHIBIT B

All parcels of

CW Farms
Part of the northeast quarter of Section 29,.
Township 1 South, Range 2 West, Salt Lake Base and Meridian Magna Metro Township. County of Salt Lake. State of Utah

## PURPOSE AND RESPONSIBILTY

As required by the Clean Water Act and resultant local regulations, including Magna Municipal Separate Storm Sewer Systems (MS4) Permit, those who develop land are required to build and maintain systems to minimize litter and contaminants in stormwater runoff that pollute waters of the State.

This Long-Term Stormwater Management Plan (LTSWMP) describes the systems, operations and the minimum standard operating procedures (SOPs) necessary to manage pollutants originating from or generated on this property. Any activities or site operations at this property that contaminate water entering the City's stormwater system and generate loose litter must be prohibited, unless SOPs are written to manage those activities or operations and amended into this LTSWMP.

The Lee Creek is not impaired and has not a TMDL. The LTSWMP is aimed at addressing these impairments in addition to all other pollutants that can be generated by this property.

#### CONTENTS

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

**SECTION 2: TRAINING** 

SECTION 3: RECORDKEEPING SECTION 4 APPENDICES

## SECTION 1: SITE DESCRIPTION, USE AND IMPACT

The site infrastructure and operations described in this Section are limited at controlling and containing pollutants and if managed improperly can contaminate the environment. The LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the limitations of the site infrastructure. The property manager must use good judgment and conduct operations appropriately, doing as much as possible indoors and responsibly managing operations that must be performed outdoors.

#### Instructions:

- Describe site infrastructure, structural controls and any low impact development designs(LIDs) necessary to
  control and contain pollutants. Identify the limitations of the infrastructure at controlling and containing
  pollutants. It is important the Operator, staff, service contractors and anyone else involved in onsite operations
  and activities understand the unique exposures, operations and infrastructure which impact the storm drain
  systems.
- Describe both business operations and maintenance activities that generate pollutants.
- Briefly identify the need for SOP that are necessary to compensate for the limitations of the site infrastructure and operations. Create SOPs to manage the site functions, and maintenance operations. Include the SOPs in Appendix B.
- Refer to the LTSWMP example provided as a separate download to create the site descriptions required in this Section.
- Generally most sites will have the following infrastructure listed in this Section, however, the designer is
  expected to add or remove descriptions to accurately represent the unique site infrastructure needing controls.

## **Storm Drain System**

There is a stormwater drainage system that will be installed within the CW Farms subdivision including a detention basin. This basin will be turned over to the city and will be maintained by the city.

In addition to the storm drain system there are a limited number of lots that will retain stormwater on these lots. These lots will have a final grade complete that will retain the water and prevent it from draining onto neighboring lots.

## Landscaping

Homeowners will be informed that it will be their responsibility to keep and maintain the retention on these limited lots. Homeowners will be allowed to landscape these basins, as long as the integrity of said basin is not compromised, and will continue to retain stormwater on their lot.

## **SECTION 2: TRAINING**

Homeowners will be educated during their final homeowner walkthrough that it is their responsibility to keep and maintain any retention that is on their lots. Doing so could result tin flooding their neighbor and it will be their responsibility to make any necessary repairs for damages caused by their inability to keep or maintain said basins.

## **SECTION 3: RECORDKEEPING**

NA

## **SECTION 4: APPENDICES**

## Instructions:

- Include all drawings, details, SOPs and other supporting information referenced in Sections 1.
- Ensure the LTSWMP is updated with any as-built plans, details and SOP changes prior to releasing the project, and NOI.

Appendix A- Site Drawings and Details

Appendix B- SOPs

Appendix C- Recordkeeping Documents

# APPENDIX A - SITE DRAWINGS AND DETAILS

<u>NA</u>

## APPENDIX B - SOPs

<u>NA</u>

# APPENDIX C - PLAN RECORDKEEPING DOCUMENTS

NΑ

