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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CO PLANNING & DEVELOPMENT
SUITE N3600
BY: SSA, DEPUTY - WI 17 P.

When recorded, mail to:

Salt Lake County
Stormwater Construction Supervisor
2001 South State Street N3-600
Salt Lake City, Utah 84190-4050

Affects Parcel No(s): 15-36-351-016-0000

STORMWATER MAINTENANCE AGREEMENT

Standard Form Contract D.A. No. 16-15416, Approved for Division Use from 01-Jan-17 through 31-Dec-17

This Stormwater Maintenance Agreement (this "Agreement") is made and entered into this 17th day of January, 2017, by and between Salt Lake County, a body corporate and politic of the State of Utah (the "County"); and Billy Gerdtz (the "Owner").

RECITALS

WHEREAS, the County is authorized and required to regulate and control the disposition of storm and surface waters within the unincorporated County, as set forth in the Salt Lake County 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"); 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 County'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 Salt Lake County MS4 UPDES General 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 County's approval of the Stormwater Maintenance Plan, 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 County.

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 the County 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 County.

SECTION 4

Oversight Inspection Authority. The Owner hereby grants permission to the County, 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 County. 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 County finds the Stormwater Facilities contain any defects or are not being maintained adequately, the County 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 Salt Lake County 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 County 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 County, the County may proceed with any enforcement mechanism provided in Salt Lake County Ordinance Section 17.22. The County may also give written notice that the Stormwater Facilities will be disconnected from the County'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 the County is under no obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the County. The actions described in this Section are in addition to and not in lieu of the legal remedies available to the County 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 County, 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 County's municipal separate storm sewer system, the Owner shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County. 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 County in collection of delinquent payments. The Owner hereby authorizes the County 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 County. The Owner hereby agrees to indemnify and hold the County 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

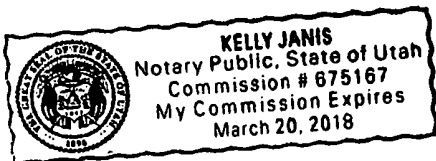
Amendments. This Agreement shall not be modified except by written instrument executed by the County and the owner of the Property at the time of modification, and no modification shall be effective until recorded in the office of the County Recorder.

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.

[SIGNATURE PAGE TO FOLLOW]

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

[Handwritten Signature]

By: Billy Gerolts

Title: Representative

By: _____

Title: _____

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

The above instrument was acknowledged before me by _____
this 17 day of JANUARY, 2017.



Koopman
NOTARY PUBLIC
Residing in Salt Lake County

[SEAL]

SALT LAKE COUNTY

COUNTY'S SIGNATURE
(INCLUDE ONLY IF NECESSARY)

By: _____
Mayor or Designee

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On this ____ day of _____, 20____, personally appeared before me
_____, who being duly sworn, did say
that (s)he is the _____ of Salt Lake County, Office of Mayor, and that the
foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County

[SEAL]

ATTACHMENTS:

Exhibit A (Plat and Legal Description)

Exhibit B (Stormwater Management Plan)

Exhibit C (8.5" x 11" Grading and Drainage plan)

January 9, 2017

EXHIBIT A
Plat and Legal Description

VTDI 15-36-351-016-0000	DIST 16		TOTAL ACRES	1.19
GERDTS HOLDINGS, LLC	TAX CLASS	UPDATE	REAL ESTATE	341000
		LEGAL	BUILDINGS	277900
		PRINT P	TOTAL VALUE	618900

3449 S WESTTEMPLE ST NO:
 SOUTH SALT LAKE UT 84115432749 EDIT 1 FACTOR BYPASS
 LOC: 3950 S 500 W EDIT 0 BOOK 10496 PAGE 3718 DATE 11/09/2016
 SUB: UNKNOWN TYPE UNKN PLAT

01/17/2017 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
 BEG S 0-09'30" E 365.65 FT FR NE COR LOT 3, BLK 2, SEC 36, T
 1S, R 1W, S L M; S 0-09'30" E 126 FT; S 89-50'30" W 439.95
 FT; N 34- E 12.92 FT; N 23-30' E 125.88 FT; N 89-50'30" E
 382.22 FT TO BEG. 1.19 AC. 3972-0092 7973-2182 8012-1594
 8012-1596 9381-967

PFKEYS: 1=RXPH 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV

January 9, 2017

EXHIBIT B
Stormwater Maintenance Plan

January 9, 2017

POST CONSTRUCTION STORM WATER MANAGEMENT PLAN

**3960 South 500 WEST
SALT LAKE CITY, Utah 84123**

The purpose of this Stormwater Maintenance Plan (SMP) is to manage operations at, *3960 South 500 West, Salt Lake City, Utah*, in order to minimize pollutants in both stormwater and non-stormwater runoff, and to minimize litter from blowing off the site. This SMP describes the Commercial Best Management Practices (BMPs) necessary to accomplish this purpose. Any other activities or site operations at this property, that contaminate water entering the City's stormwater system must be prohibited, unless BMPs are written to manage those activities or operations, and this SMP is amended to include those BMPs.

Parking and Other Paved Areas and associated Maintenance Operations

Sediment, fluids, and debris that collect on yard pavements and how they are dealt with can be a significant source of pollution. The parking and other paved areas should be maintained at least quarterly to minimize the accumulation of pollutants before they can be washed into the stormwater system. Maintenance involves regular sweeping, but it can also involve pavement washing when necessary.

Waste Management Operations

These controls will reduce the weather exposure of collection containers minimizing the potential for pollutants that can be carried by runoff or wind. Wastes will be limited to standard trash and recycling materials that will be disposed of in standard bins and disposed of by licensed waste removal company. Good waste management systems, if managed improperly, can end up being the cause of the very pollution that they were intended to control. The dumpster can leak to the pavement and drain to the storm drain system. Maintaining the dumpster and trash receptacle devices and frequent waste disposal are essential to an effective operation.

Landscape Maintenance Operations

A portion of this property is landscaped and will require regular maintenance. The landscaping is primarily, grass and trees and is located in park strips and on the rear retention pond. During the landscaping maintenance operations, organic materials, herbicides, pesticides, and fertilizers, can be left behind or improperly applied. These pollutants will be carried by runoff if they are not picked up as part of the regular maintenance operation.

Employee Training

The operators of the property will ensure that their employees and subcontractors know and understand the BMPs so that the operations necessary on this property will effectively protect all water that could enter into the storm drain system. Training in storm water quality management and required BMPs shall be integrated with any other existing employee training program. This training record is kept in Appendix B.

January 9, 2017

Recordkeeping

The operators of the property will keep a record of operation activities in accordance with BMPs written specifically for this property to show compliance with the County's Post Construction Storm Water Management Plan. Records shall be kept on site and made available by county and/or state officials upon request. An inspection of the site will be conducted by the city annually, or more frequently as may be deemed necessary. All information showing compliance with this Plan is also kept in Appendix B.

APPENDICES

Appendix A- SMP Recordkeeping Documents

January 9, 2017

APPENDIX A – SMP RECORDKEEPING DOCUMENTS

SMP Operation and Maintenance Inspection Report

Inspector Name: _____ Community _____

Inspection Date: _____ Address _____

Item Inspected	Inspection Frequency	Checked		Maintenance Req'd		Date Maintenance Completed	Observation & Remarks
		Yes	No	Yes	No		
1. Storm Drain System	A, S						
a. Retention Pond/Bio swale							
2. Site Improvements	A, Q						
a. Parking Lot Cleaning							
b. Landscaping maintenance							
c. Check that site improvements have not changed							
d. Garbage & Solid Waste Management							
3. Spill Kit	A						
a. Inspect Items							

Inspection Frequency Key A=Annual, Q=Quarterly, M=Monthly, W=Weekly S=After major Storm

January 9, 2017

EXHIBIT C
Grading and Drainage Plan

