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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
MURRAY CITY
ATTN JAY FULLER
PO BOX 57520
MURRAY UT 84157-0520
BY: TBP, DEPUTY - WI 11 P.

After recording return to:

Murray City Corporation
5025 South State Street
Murray, UT 84107

APN:

Permit Number: _____
Map & Parcel Number: 21121070080000
Project Name & Address: River Park Commons 4878 S. Murray Blvd. Murray, Ut

STORM WATER INSPECTION AND MAINTENANCE AGREEMENT

THIS STORM WATER INSPECTION AND MAINTENANCE AGREEMENT ("Agreement"), made and entered into by and between MURRAY CITY CORPORATION, 5025 South State Street, Murray, Utah ("City"), and River Park Commons, LLC and its heirs, successors, or assigns ("Owner"), is made effective as of the date of execution by City (Effective Date).

RECTIALS

- A. City is required by federal and state surface water quality regulations and its National Pollutant Discharge Elimination System (NPDES) permit to prevent surface water quality degradation from development or redevelopment activities within its jurisdiction, and City has adopted storm water quality regulations which are contained in Chapter 13.52 of the Murray City Municipal Code, the Storm Water Management Ordinance ("Ordinance").
- B. Under the Ordinance, City has the authority to inspect private storm water management facilities within the City and to order corrective actions to private storm water management facilities which are necessary to maintain properly the storm water management facilities within the City.
- C. The Ordinance requires that private storm water management facilities be maintained by the real property owner, and a maintenance agreement must be executed as a condition of development plan approval.

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- C. The Ordinance requires that private storm water management facilities be maintained by the real property owner, and a maintenance agreement must be executed as a condition of development plan approval.

D. Owner is the owner of certain real property located in Murray City, Salt Lake County, Utah, and more particularly described in **Exhibit A**, attached hereto (the "Premises").

E. Owner has submitted for approval by City an application and Site Plan or Subdivision Plat (the "Plan") in order to make improvements to the Premises which require the construction and installation of storm water management facilities ("Facilities") pursuant to the Ordinance.

F. Owner has constructed or will construct on-site Facilities on the Premises which comply with the planning and technical requirements of the Ordinance, the Murray City Storm Drain Guidance Manual ("BMP manual") and the regulations of the State of Utah.

G. City and Owner are entering into this Agreement for the purpose of providing for the perpetual maintenance, repair and care of the Facilities.

NOW, THEREFORE, for and in consideration of the City's approval of the Facilities and issuance of an occupancy permit to the Owner and in further consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

AGREEMENT

1. This Agreement includes the following exhibits which are incorporated by reference herein:

- a. **Exhibit A:** Legal Description of Premises.
- b. **Exhibit B:** Plan – shows an accurate location of each storm sewer management practice included in the Maintenance and Repair Plan and shows maintenance easements that will ensure access to the site for purposes of inspection, maintenance and repair.
- c. **Exhibit C:** Maintenance and Repair Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

2. Owner covenants that the Facilities constructed or to be constructed on the Premises have been or shall be constructed by Owner in accordance with the plans and specifications in the Plan and that the Facilities comply or will comply with all the requirements of the Ordinance, BMP manual and the regulations of the State of Utah. Responsibility for the adequacy and design and construction of the Facilities rests solely with Owner. The signing of this Agreement shall not be construed as approval of the design or the construction details of the Facilities.

3. Owner agrees to maintain the Facilities identified in **Exhibit B** in good operating condition and to pay the costs of operation and maintenance of the Facilities. The maintenance of the Facilities shall be in accordance with all applicable City and State requirements and regulations, and shall include but not be limited to the following:

a. an annual inspection by a qualified inspector who will submit a written report ("Report") of the inspection to the engineering services division ("Division"), for the purpose of describing the condition of the Facilities, documenting maintenance and report needs and ensure compliance with the purpose and requirements of the Ordinance; the Report shall be due on the anniversary date of this Agreement, and shall have been performed within two months prior to the Report's due date. The Report shall state the site name and address, the Owner's name, the inspection date, the inspector's name and qualifications, and shall describe any deficiencies and required maintenance on the Facilities.

b. the remediation of any deficiencies identified by the annual inspection. A supplementary report on such remediation shall be due, and remediation and maintenance needs addressed, in a timely manner, on a schedule to be determined by the Division.

c. the removal of silt, litter, and other debris, the cutting of grass, grass cuttings, and vegetation removal, and the replacement of landscape vegetation, in detention and retention basins, and inlets and drainage pipes and any other Facilities.

d. all additional maintenance and all other repairs and improvements consistent with the needs and standards outlined in the BMP manual to keep the Facilities operating in an efficient, safe, and sanitary manner.

e. If it is later determined that the City's NPDES permit clearly directs Owner or the City to manage the Facilities differently than specified in the Maintenance and Repair Plan, the direction of the NPDES permit shall overrule the provisions of the Maintenance and Repair Plan.

4. Owner hereby grants to the City the right of ingress, egress and access to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the Facilities. Owner hereby grants the City the right to install and maintain equipment to monitor or test the performance of the Facilities for quality and quantity upon reasonable notice to Owner.

5. In the event that Owner fails to inspect, report on, or properly maintain the Facilities within the specified time limits, the City may enter upon the Premises and take whatever steps it deems necessary to maintain the Facilities. It is understood that the City is under no obligation to maintain the Facilities and this Agreement shall not be construed to impose such an obligation on the City. If such maintenance is performed, Owner shall reimburse City for the costs of such maintenance within ten (10) days of written notice by City to Owner. Any amounts unpaid by Owner to City following this time shall be recorded as liens against the Premises.

6. a. Owner and Owner's heirs, administrators, executors, assigns, and any other successor in interest shall indemnify and hold the City harmless from any and all

damages, accidents, casualties, occurrences, claims or attorney's fees which might arise or be asserted, in whole or in part, against the City from the construction, presence, existence, or maintenance of the Facilities by Owner or City.

b. In the event a claim is asserted against the City, its agents, or employees, City shall notify Owner and City shall defend at Owner's expense any suit based on such claim. If any judgment or claims shall be allowed against City, its agents, or its employees, Owner shall pay all costs and expenses in connection therewith.

7. No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

8. It is the intent of this Agreement to ensure the proper maintenance of the Facilities by Owner. However, this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by storm sewer management.

9. This Agreement shall be recorded with the Salt Lake County Recorder's Office and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs, and any other successors in interest.

10. Owner has designated: Name: Shawn Poe
Address: 215 N. Redwood Rd
North Salt Lake, UT 85054
Telephone Number: 801-397-9755

to serve as the responsible individual for execution of the responsibilities of this Agreement. The Owner shall inform the City regarding any change in the designee responsible or the contact address or telephone number of the designee.

11. The designation in paragraph 10 above does not relieve the Owner of responsibility for fulfilling the provisions of this Agreement.

12. If applicable, Owner agrees that for the Facilities to be maintained by a property owner association, deed restrictions and covenants for the subdivision or other development will include mandatory membership in the property owner's association responsible for providing maintenance of the Facilities, will require the association to maintain the Facilities, will prohibit termination of this covenant by unilateral action of the association, and provide for unpaid dues or assessments to constitute a lien upon the property of an Owner upon recording a notice of non-payment.

13. Upon acceptance by a grantee of all or part of the Premises shown in **Exhibit A** along with the assumption by the grantee in writing of the Owner's responsibilities as set forth in this Agreement, the previous Owner shall be released from any further

Date: 1-11-19

Legal Name of Owner:

BY: [Signature]
Name: Patrick Scott
Title: Authorized Signer

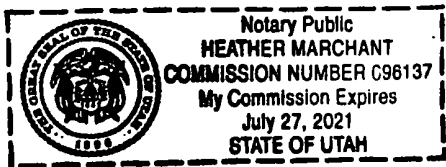
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the ____ day of _____, 20__, personally appeared before me, the undersigned notary public in and for the County of Salt Lake, State of Utah, _____, who acknowledged to me that he/she signed it freely and voluntarily for the purposes mentioned therein.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 11 day of January, 2019, personally appeared before me, the undersigned notary public in and for the County of Salt Lake, State of Utah, Patrick Scott, who acknowledged to me that he/she is an Authorized Signer of River Park Commons, LLC and signed it freely and voluntarily and in behalf of said corporation or company for the purposes mentioned herein.



[Signature]
Notary Public

EXHIBIT A
LEGAL DESCRIPTION
PREPARED FOR BRIGHTON DEVELOPMENT
4878 SOUTH, MURRAY BOULEVARD
Murray, UTAH
(November 8, 2018)
18-148

COMPOSITE SURVEY DESCRIPTION

An entire parcel of property, situate in the NW1/4 of Section 12, Township 2 South, Range 1 West, Salt Lake Base & Meridian, more particularly described as follows:

Commencing at the North Quarter Corner of said Section 12; thence S00°05'04"E 145.36 feet being a measured distance to a Witness Corner in 4800 South Street; thence N89°49'23"W 1,390.53 feet to a Street Monument in 4800 South Street, being the Basis of Bearing; thence West 74.62 feet; thence South 789.92 feet to the POINT OF BEGINNING, said point being the intersection of the westerly right of way line of Murray Boulevard and the northerly boundary of Hunter's Woods Condominium Plat, recorded in the office of the Salt Lake County Recorder in Book 85-4, Page 70, as determined by survey; thence along the boundary of said Hunter's Woods Condominiums the following five (5) courses and distances, (1) S71°14'30"W 172.00 feet; thence (2) N00°04'30"E 55.72 feet; thence (3) N89°55'30"W 120.00 feet; thence (4) S00°04'30"W 60.68 feet; thence (5) S87°42'30"W 138.45 feet to the Northwest corner of said Hunter's Woods Condominium Plat, said point being the Easterly Boundary of the Citadel Broadcasting Company, per a Trustee's Quitclaim deed recorded in the office of the Salt Lake County Recorder as Entry #7620545, Book 8356, Page 0937; thence N00°04'29"E 307.43 feet along said Easterly Boundary line to the Northerly Boundary of said entire property; thence along said Northerly Boundary the following three (3) courses and distances (1) N56°53'06"E 155.16 feet; thence (2) N34°53'06"E 138.70 feet; thence (3) N89°53'13"E 113.94 feet to the Westerly right of way line of said Murray Boulevard; thence along said Westerly right of way line the following three (3) courses and distances (1) S02°06'35"E 69.04 feet; thence (2) along the arc of a curve to the left with a radius of 688.00 feet a distance of 197.53 feet through a central angle of 16°27'00" Chord: S10°20'05"E 196.85 feet; thence (3) S18°33'35"E 187.66 feet to the point of beginning.

Contains: 3.35 acres+/-

RIVER PARK COMMONS MAINTAINENCE AND REPAIR PLAN

- **No washing of vehicles permitted on site** –No washing of vehicles will be permitted on site.
- **Waste management and disposal** – Murray Cities waste management company will be responsible to come to the site and collect the waste from these containers on a weekly basis. They will be responsible for the care and inspection of the container to make sure it is working properly by taking the following measures: 1) They would provide a secure areas for their storage containers that would provide limited access. 2) Inspect all waste storage areas at regular intervals and after all storm events to make certain that no waste is entering into any waterways or storm drains. 3) Effort would be made to prevent any waste from entering into any waterways or storm drain catch basins. 4) Ensure all on site personnel/residents utilizes designated storage areas and do not store excessive amounts of material that will not be utilized on site. 5) Waste is to be collected at regular intervals so containers do not overflow and is to be disposed of at properly permitted disposals sites.
- **Landscape maintenance** – Landscape maintenance activities to be performed by a professional landscaper, and/or homeowner include vegetation removal; herbicide and pesticide application; fertilizer application; watering; and other gardening and lawn care practices.
 - **Mowing, Trimming, and Weeding**
 - Collect lawn and garden clippings, pruning waste, tree trimmings, and weeds
 - Place temporarily stockpiled material away from watercourses, and berm or cover stockpiles to prevent material releases to storm drains.
 - **Fertilizer and Pesticide Management**
 - Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of fertilizers and pesticides and training of applicators and pest control advisors.
 - Do not use pesticides if rain is expected and apply pesticides only when wind speeds are low.
 - Sweep pavement and sidewalk if fertilizer is spilled on these surfaces before applying irrigation water.
 - Fertilizers and pesticides are not to be applied in the detention basin.
- **Public Storm Drain Maintenance** – Storm Drain Maintenance activities to be performed by trained personnel.
 - **Inlet Structures and Manholes**
 - Quarterly inspections are required to inspect for debris build up, sediment and other items that may impeded the functionality of the system.
 - When debris, sediment or other items are found in the structure they must be removed and disposed of within a 2-week time frame by trained personnel or a professional.
 - Yearly inspection of the structures stability for failure shall be performed by trained personnel. They are looking for cracks in the concrete, defects in the lid or any settling of the structure. If these items are found a

1/11/19

contractor or professional engineer shall be notified to determine what repairs will need to be made. C

- **Employee training** – The HOA is to provide or require training in storm water quality management and required BMPs for all employees. Storm water quality management and required BMPs shall be integrated with any other existing employee training programs. In addition to listed BMPs, training shall also address the proper use, handling, storage and disposal of products, spill prevention and clean up, and any other items related to the specific site or use.
- **Record of inspection, maintenance and training activities** – The records of inspections, maintenance, and training shall be kept by an individual or consultant as designated by the HOA and made available for review by city 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.