



ENT 12937:2021 PG 1 of 8  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2021 Jan 25 2:02 pm FEE 50.00 BY MA  
RECORDED FOR SARATOGA SPRINGS CITY

TAX ID#:

Submit to:

City Recorder  
1307 N. Commerce Drive, Suite 200  
Saratoga Springs, UT 84045

When recorded, mail to:

Same  
\_\_\_\_\_  
\_\_\_\_\_

**LONG-TERM STORM WATER MANAGEMENT AGREEMENT**

This Long-Term Storm Water Management Agreement ("Agreement") is made and entered into this 7 day of January, 2021, by and between \_\_\_\_\_, a Utah municipal corporation ("City"), and JDH TOWN CENTER, LLC, a Limited Liability Company ("Owner").

**RECITALS**

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the MS4, as set forth in the City Storm Water Ordinance contained in Title 18 of the City Code and the Standard Technical Specifications and Drawings Manual, 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 ("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 ("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 accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner is required to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Storm Water Facilities"); and

WHEREAS, the Storm Water Facilities are more particularly described and shown in the final site plan or subdivision approved in writing for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, summary description of all Storm Water Facilities, details and all appurtenances draining to and affecting the Storm Water Facilities and establishing the standard operation and routine maintenance procedures for the Storm Water Facilities, and control measures installed on the Property Storm Water are more particularly shown in Exhibit "B" on file with the City Recorder ("Long Term Storm Water Storm Water Management Plan"); and

WHEREAS, a condition of Development Plan approval, and as required as part of the City's Small 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 Long Term Storm Water Management Plan.

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Long Term Storm Water Management Plan, and the mutual covenants contained herein, the parties agree as follows:

#### **Section 1**

Construction of Storm Water Facilities. The Owner shall, at its sole cost and expense, construct the Storm Water Facilities in accordance with the Development Plans and specifications, and any amendments thereto which have been approved in writing by the City.

#### **Section 2**

Maintenance of Storm Water Facilities. The Owner shall, at its sole cost and expense, adequately maintain the Storm Water Facilities. Owner's maintenance obligations shall include but are not limited to all system and appurtenances built to convey storm water, as well as all structures, berms, channels, outlet structures, pond areas, access roads, improvements, treatment devices, pipes, culverts, ditches, vegetation, etc. provided to control the quantity and quality of the storm water. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Storm Water Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Storm Water Facilities in good working condition.

#### **Section 3**

Annual Maintenance Report of Storm Water Facilities. The Owner shall, at its sole cost and expense, cause the Storm Water Facilities to be inspected by a Registered Storm Water Inspector, and shall cause that an inspection report and certification from the engineer be submitted to the City annually. The purpose of the inspection and

certification is to ensure safe and proper functioning of the Storm Water Facilities. The annual inspection shall cover all aspects of the Storm Water Facilities, including, but not limited to, the parking lots, structural improvements, berms, channels, outlet structure, pond areas, access roads, treatment devices, pipes, culverts, ditches, 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 June 30<sup>th</sup> of each year and shall be on forms acceptable to the City, which acceptance shall be in writing from the City.

#### **Section 4**

**City Oversight Inspection Authority.** The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities upon reasonable notice not less than two (2) business days to the Owner, except in the case of an emergency, in which case an inspection may be performed with or without notice. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Storm Water Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Storm Water Facilities Maintenance Plan.

#### **Section 5**

**Notice of Deficiencies.** If the City finds that the Storm Water Facilities contain any defects or are not being maintained adequately, the City shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time, but not less than thirty (30) days, to cure such defects or deficiencies. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the address listed on the County Tax Assessor.

#### **Section 6**

**Owner to Maintain, Repair, and Replace.** The Owner shall, at its sole cost and expense, maintain, repair, replace, change or modify the Storm Water Facilities as may be determined as reasonably necessary by the City in writing within the required cure period to ensure that the Storm Water Facilities are adequately maintained, repaired, and replaced, and continue to operate as designed and approved in writing.

#### **Section 7**

**City's Corrective Action Authority.** In the event the Owner fails to adequately maintain, repair, or replace the Storm Water Facilities so that the facilities continue in good working condition acceptable to the City after the notice period in Section 5 expires, then the City may issue a Citation punishable as a Misdemeanor or administrative violation per City ordinances, in addition to any State or EPA fine. The City may also give written notice that the facility storm drain connection will be disconnected. The City may also enter upon the property to maintain, replace, or repair the Storm Water

Facilities and assess the costs to Owner pursuant to this Agreement. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Storm Water Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in lieu of any and all equitable remedies available to the City 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 City, pursuant to this Agreement, incurs any costs or expenses relating to enforcement of this Agreement, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all costs incurred by the City. 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 attorneys' fees and court costs, incurred by the City in collection of delinquent payments. Any and all costs and expenses may be attached as a lien on the Owner's Property pursuant to state law, and the Owner hereby gives the City the express authority to record such a lien on the Property.

#### **Section 9**

**Successor and Assigns.** This Agreement shall be recorded in the County Recorder's Office 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. The Owner or any subsequent owners may be continue to be held liable for the obligations in this Agreement unless the Owner/grantor and the purchaser/grantee sign a written assignment agreement in which the purchaser/grantee agrees to assume all obligations and requirements of this Agreement regardless of when the obligation incurred.

#### **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 Covenant shall not be affected thereby.

#### **Section 11**

**Utah Law and Venue.** This Agreement shall be interpreted under the laws of the State of Utah. Any and all suits for any claims or for any and every 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 City, and the Owner agrees to hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly or any violation of this Agreement takes place. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casualties, occurrences, claims, actions, or suits which might arise or be asserted against the City from failure of Owner to comply with its obligations under this agreement relating to the Storm Water Facilities or Owner's operation of the Storm Water Facilities.

**Section 13**

Amendments. This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Salt Lake County Recorder's Office.

**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 the Agreement.

**Section 15**

Exhibit B. The Long-Term Storm Water Management Plan (LTSWMP) must adapt to change in good judgment when site conditions and operations change and when existing programs are ineffective. Exhibit B will not be filed with the agreement at County Recorder but is included by reference and kept on file with the City Recorder. Revision applications must be filed with the City \_\_\_\_\_ and amended into the LTSWMP on file with the \_\_\_\_\_ City recorder.

**Section 16**

Incorporation of Recitals. The Recitals set forth in the introductory paragraphs are hereby incorporated by this reference and are made a part of this Agreement.

LONG-TERM STORM WATER MANAGEMENT PLAN AGREEMENT

SO AGREED this 7<sup>th</sup> day of January 2021.

PROPERTY OWNER

By: [Signature] Title: Managing Member

Printed Name: JOHN D. Hadfield

By: [Signature] Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Property Owner's Address for Notifications: P.O. BOX 437 Lehi, UT 84043

STATE OF UTAH )

:ss.

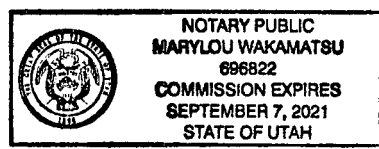
COUNTY OF Utah )

The above instrument was acknowledged before me by John D. Hadfield, this 7<sup>th</sup> day of January, 2021.

Marylou Wakamatsu  
Notary Public

Residing in: Lehi, Utah

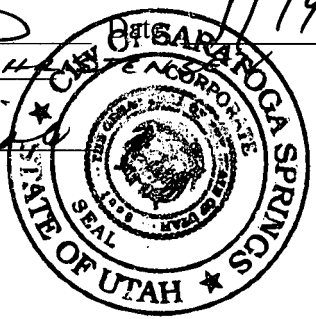
My commission expires: Sept. 7<sup>th</sup>, 2021



CITY OF SARATOGA SPRINGS

By: [Signature] 1/19/2021  
City Manager MARK CHRISTENSEN

Attest: [Signature]  
City Recorder



STATE OF UTAH )

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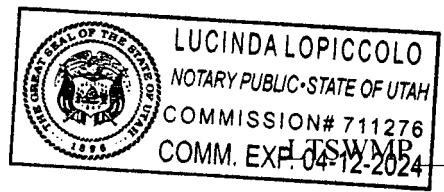
COUNTY OF Utah )

The above instrument was acknowledged before me by MARK CHRISTENSEN, this 19 day of January, 2021.

Lucinda Lopocolo  
Notary Public

Residing in: Utah County

My commission expires: 4-12-2024



Attachments:

Exhibit A: Legal Description

Exhibit B: Long-Term Storm Water Management Plan; Filed with Saratoga Springs City  
Recorder

**EXHIBIT A**

Utah County Parcel # 68-387-0002

**LEGAL DESCRIPTION**

ALL OF LOT 1B STATIONS WEST MINOR SUBDIVISION, AS FOUND IN A PLAT RECORDED AS ENTRY NO. 36842:2012, MAP NO. 13654, OFFICIAL RECORDS; TOGETHER WITH ALL OF LOTS 9 AND 10 OF SARATOGA TOWN CENTER, AS FOUND IN A PLAT RECORDED AS ENTRY NO. 131021:2006, MAP NO. 11899, OFFICIAL RECORDS; SAID LAND BEING PART OF THE NORTH HALF OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN THE STATE OF UTAH, COUNTY OF UTAH, CITY OF SARATOGA SPRINGS.

LESS AND EXCEPTING THE LAND CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION PURSUANT TO THE WARRANTY DEED RECORDED AS ENTRY NO. 62974:2010 ON JULY 29, 2012, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF COMMERCE DRIVE AS SHOWN ON THE PLAT OF SAID SARATOGA TOWN CENTER SUBDIVISION FILE NUMBER 11899, ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER, UTAH; WHICH IS 84.00 FT. PERPENDICULARLY DISTANT EASTERLY FROM THE CENTERLINE OF SAID PROJECT NO. 0066, OPPOSITE ENGINEER STATION 617+64.86, WHICH POINT IS 6.01 FT S89°38'52"W ALONG THE NORTH LINE OF SAID NW1/4 AND 271.17 FT. S00°21'08"E FROM THE NORTH QUARTER CORNER OF SAID SECTION 14; AND RUNNING THENCE S13°44'55"E 6.37 FT.; THENCE S37°56'00"W 29.69 FT. TO A POINT 61.73 FT. PERPENDICULARLY DISTANT EASTERLY FROM THE CENTERLINE OF SAID PROJECT NO. 0068, OPPOSITE ENGINEER STATION 617+39.59 WHICH IS A POINT ON A 4,459.29 FT. RADIUS CURVE TO THE RIGHT (NOTE: RADIUS BEARS S77°50'13"W) THENCE SOUTHERLY ALONG SAID CURVE 241.36 FT.; THENCE S04°07'27"E 27.01 FT. TO A POINT ON A 4,314.00 FT. RADIUS CURVE TO THE RIGHT (NOTE: RADIUS BEARS S82°18'25"W); THENCE SOUTHERLY ALONG SAID CURVE 509.32 FT. TO THE SOUTH LINE OF LOT 1, OS SAID SARATOGA TOWN CENTER SUBDIVISION WHICH IS 64.00 FT. PERPENDICULARLY DISTANT EASTERLY FROM THE CENTERLINE OF SAID PROJECT NO. 0068, OPPOSITE ENGINEER STATION 609+73.51; THENCE N89°27'44"W ALONG SAID SOUTH LINE 13.15 FT. TO THE SOUTHWEST CORNER OF SAID LOT 1, SARATOGA TOWN CENTER SUBDIVISION WHICH IS A POINT ON A 5,789.88 FT. RADIUS CURVE TO THE LEFT (NOTE: RADIUS BEARS S88°03'54"W); THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 AND SAID CURVE 798.62 FT. TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N74°38'31"E 28.08 FT. TO THE POINT OF BEGINNING.

ALSO:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 2, AS SHOWN ON THE PLAT OF SAID SARATOGA TOWN CENTER SUBDIVISION FILE NUMBER 11899 ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER, UTAH; WHICH IS 396.68 FT. PERPENDICULARLY DISTANT EASTERLY FROM THE CENTERLINE OF SAID PROJECT NO. 0068, OPPOSITE ENGINEER STATION 607+33.63 WHICH POINT IS 392.28 FT. N89°51'45"E ALONG THE NORTH LINE OF SAID NE1/4 AND 1,317.92 FT. S00°08'15"E FROM THE NORTH QUARTER CORNER OF SAID SECTION 14; AND RUNNING THENCE S85°39'30"E 24.46 FT. TO A POINT 421.08 FT. PERPENDICULARLY DISTANT EASTERLY FROM THE CENTERLINE OF SAID PROJECT NO. 0068, OPPOSITE STATION 607+31.99; THENCE N89°27'46"W 24.40 FT.; THENCE N00°32'16"E 1.62 FT. TO THE POINT OF BEGINNING.

(NOTE: ALL BEARINGS AND DISTANCES BASED UPON THE UTAH STATE PLANE COORDINATE SYSTEM OF 1983 AT GROUND, UTAH CENTRAL ZONE BASED UPON UTAH DEPARTMENT OF TRANSPORTATION SURVEY CONTROL SHEETS FOR FEDERAL AID PROJECT STP-0068(42)26 SR-68 REDWOOD ROAD, BANGERTER HWY TO SARATOGA SPRINGS ENVIRONMENTAL ASSESSMENT STUDY DATED FEBRUARY 8, 2008)