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10/24/2016 2:13:00 PM \$27.00  
Book - 10491 Pg - 4243-4251  
Gary W. Ott  
Recorder, Salt Lake County, UT  
JF CAPITAL  
BY: eCASH, DEPUTY - EF 9 P.

**When recorded, mail to:**

Salt Lake County  
2001 South State St. N3-600  
Salt Lake City, UT 84190-4050

Affects Parcel No(s): 22-08-128-008

**STORMWATER  
MAINTENANCE AGREEMENT**

This Storm water Maintenance Agreement (this "Agreement") is made and entered into this 18<sup>th</sup> day of October, 2016, by and between Salt Lake County, a body corporate and politic of the State of Utah ( the "County"); and JF Spring Run Townhomes, LLC (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 Storm water 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 "Storm water Facilities"); and

WHEREAS, the Storm water 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 Storm water Facilities, which includes the operation and routine maintenance procedures required to enable the Storm water Facilities to perform their designed functions (the "Storm Water 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 Storm Water Management Plan; and

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 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 strict accordance with the Development Plan, specifications, and any amendments thereto which have been approved by the County.

#### SECTION 2

**Maintenance of Storm water Facilities.** The Owner shall, at its sole cost and expense, operate and maintain the Storm water Facilities in strict accordance with the Storm Water Management 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 storm water, as well as all structures, improvements, and vegetation provided solely to control the quantity and quality of the storm water. 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.** The Owner shall, at its sole cost and expense, inspect the Storm water 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 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, 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 Storm water 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 Storm water Facilities are adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Storm Water Management Plan.

#### SECTION 5

**Notice of Deficiencies.** If the County finds the Storm water 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. 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 Storm water Facilities as may be determined as reasonably necessary by the County within the required cure period to ensure the Storm water 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 Storm water Facilities in good working condition acceptable to the County, after due notice of deficiencies as provided in Section 5, the County may issue a Citation punishable as a Misdemeanor. The County may also give written notice that the Storm water 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 Storm water 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 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. 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 harmless from and against all liability, loss, damage, costs, or expenses, including attorneys' fees and court costs arising from, or as a result of, any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person by the construction, existence, maintenance, or failure of the Storm water Facilities.

#### **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.

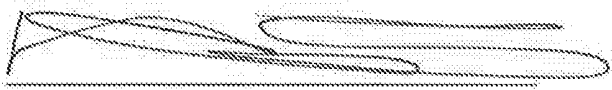
OWNER

By: Adam Paul  
Title: Managing Partner of Manager

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF UTAH                    )  
  )SS.  
COUNTY OF SALT LAKE    )

The above instrument was acknowledged before me by Adam Paul, Managing Partner of Manager  
this 19<sup>th</sup> day of October, 2016.



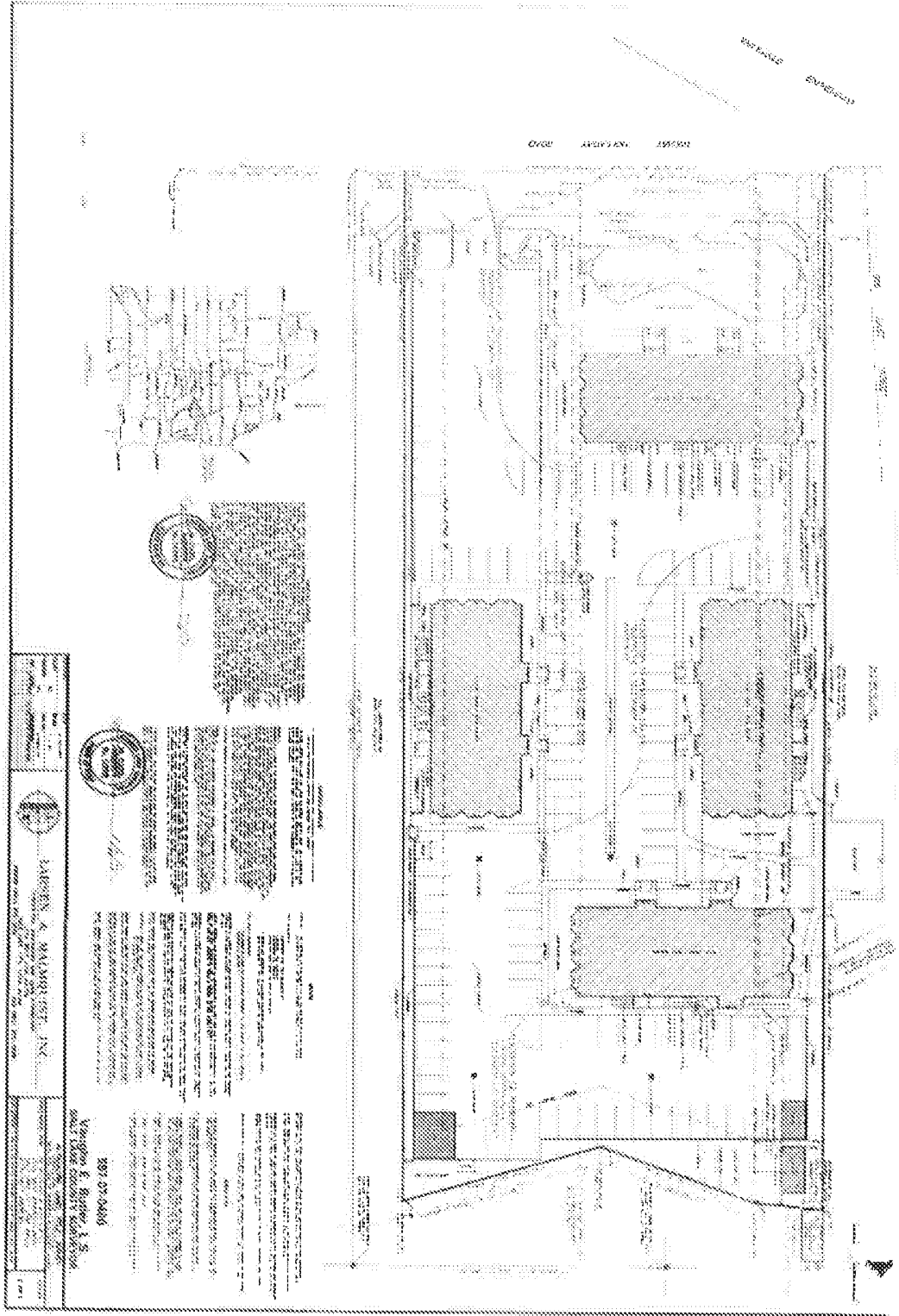
NOTARY PUBLIC  
Residing in Salt Lake County

[SEAL]



ATTACHMENTS:

Exhibit A (Plat and Legal Description)



## Post Construction Storm Water Management Plan

Spring Run Townhomes  
985 E. Murray Holladay Rd.  
Millcreek, Utah 84117  
6/24/16

Residential Best Management Practices (BMPs) are those measures and/or practices to be maintained by the property owner or operator to prevent illicit discharges, pollutants and other contaminants from entering the city storm water system. These measures and practices are to be implemented upon completion of construction activities, to be conducted and maintained in perpetuity and will typically address the following:

- **Inspection and Cleaning of Snout and Catch Basins** - Snout and catch basin are to be inspected monthly and Snout is to be cleaned at least every six months.
- **Private Road cleaning and sweeping** -- Private Road and driveways are to be cleaned and/or swept at least quarterly and not washed into the curb and gutter system. Oil and Grease should be cleaned by the use of kitty litter, or other absorbent means, swept up and collected, then properly disposed of.
- **Waste management and disposal**- Wastes will be limited to standard trash and recycling materials that will be disposed of in standard waste bins and disposed of by a licensed waste removal company.
- **Landscape** – Shall be maintained by the property owner, or contracted agency. Limited use of chemicals shall be maintained when when fertilizing and weed killing procedures take place. Grass trimming shall be properly disposed of and not washed into the curb and gutter.
- **Record of inspection and maintenance** - These shall be kept on site and made available for review 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.
- **Pet Waste** - These shall be kept on site and made available for review 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.

**The objectives of the plan are to:**

1. Control soil erosion
2. Control discharge of sediment into storm drainage facilities or off-site
3. Prevent illicit discharge into on-site soils, into storm drainage facilities or offsite.

If the objectives of the plan are not being met, the site operator or owner shall make adjustments to the plan as needed to accomplish its purposes.

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

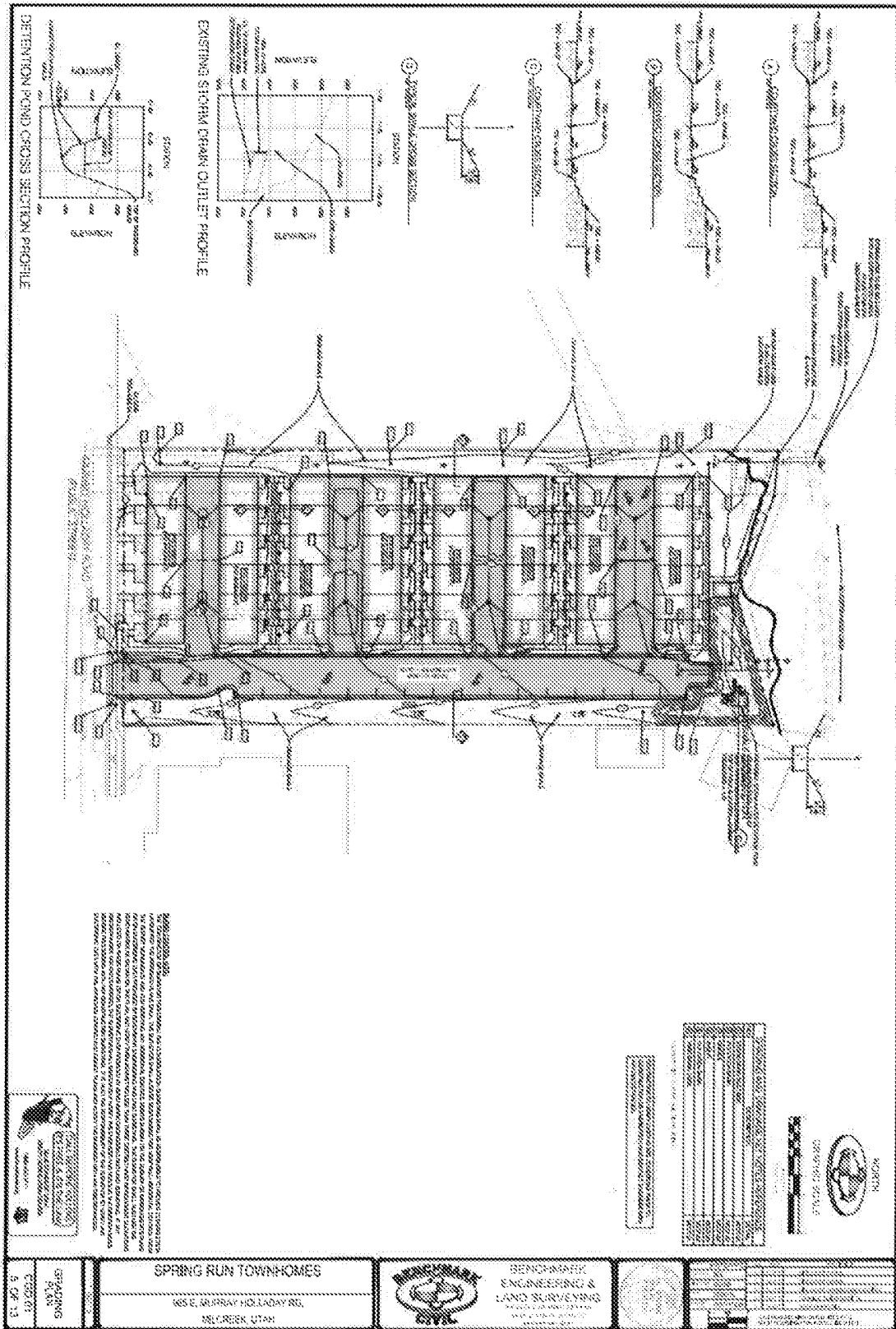




EXHIBIT A

PARCEL 1:

Beginning at a point in the center of Murray-Holladay Road, said point being South 89°50'15" West 156.60 feet from a Salt Lake County Surveyor's monument, said point more specifically described as being South 742.72 feet and West 158.76 feet from the North quarter corner of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South 89°50'15" West 213.50 feet along said monument line; thence North 539.54 feet; thence South 85°00'00" East 35.14 feet to a point on the Southerly line of property conveyed to Cottonwood 264 Limited, a Utah limited partnership, in that certain Special Warranty Deed recorded December 27, 1990 as Entry No. 5006182 in Book 6278 at Page 2280 of the official records of the Salt Lake County Recorder; thence along said Southerly line South 70°00'00" East 83.40 feet; thence along said Southerly line North 74°00'00" East 104.16 feet; thence South 536.06 feet to the point of beginning.

EXCEPTING THEREFROM any portion lying within the bounds of Murray-Holladay Road.

PARCEL 2:

A right-of-way easement, appurtenant to Parcel 1, as provided for in that certain Right-of-Way Agreement recorded May 27, 1983 as Entry No. 3798809 in Book 5462 at Page 1975 of the official records, for the purpose of digging trench and/or making a fill along said right-of-way, and to lay, maintain, operate, repair, remove or replace the pipe line for transportation of storm drainage through and across the following described land:

Beginning at a point South 89°50'15" West 367.77 feet and North 00°09'45" West 539.54 feet from County Nail and Washer, said Nail and Washer being South 00°10'00" West 742.287 feet from the North quarter corner of Section 8, Township 2 South, Range 1 East, Salt lake Base and Meridian and running thence North 27 feet to the South side of Cottonwood Creek right-of-way; thence Easterly along said right-of-way 10 feet; thence South 27 feet, more or less; thence Westerly 10 feet to the point of beginning.