

Storm Water Management BMP  
Maintenance Agreement  
City of Logan, Utah

**WHEREAS**, the Property Owner SA FELLOWS INDUSTRIES, LLC recognizes that the post construction storm water facilities (hereinafter referred to as "Facilities") must be maintained for the development called, SA FELLOWS, located in the City of Logan, Cache County, Utah; and

**WHEREAS**, the Property Owner is the owner of real property more particularly described on Exhibit A attached hereto (hereinafter referred to as "the Property") and on which the Facilities are located, and

**WHEREAS**, The City of Logan (hereinafter referred to as "the City") and the Property Owner, or its administrators, executors, successors, heirs, or assigns, including any homeowners association, agree that the health, safety and welfare of the citizens of the City require that the Facilities be constructed and maintained on the property, and

**WHEREAS**, it is required that the Facilities as shown on the approved development plans and specifications be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners association.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

**SECTION 1**

The Facilities shall be constructed by the Property Owner in accordance with the approved plans and specifications for the development.

**SECTION 2**

The Property Owner, its administrators, executors, successors, heirs or assigns, including any homeowners association, shall maintain the Facilities in good working condition acceptable to the City and in accordance with the Schedule of Long Term Maintenance Activities agreed hereto and attached as Exhibit B.

**SECTION 3**

The Property Owner, its administrators, executors, successors, heirs or assigns, including any homeowners association, hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the Facilities whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry. All easements as shown on the Final Plat shall be maintained to allow access to the Facilities.

**SECTION 4**

In the event the Property Owner, its administrators, executors, successors, heirs or assigns, including any homeowners association, fails to maintain the Facilities as shown on the approved plans and specifications in good working order acceptable to the City, the City, with due notice, may enter the property and take whatever steps it deems necessary to return the Facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Facilities and in no event shall this Agreement be construed to impose any such obligation on the City.

## **SECTION 5**

In the event the City, pursuant to the Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City within thirty (30) days of receipt thereof for all the costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Property Owner's failure to maintain the Facilities.

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## **SECTION 6**

It is the intent of this agreement to insure the proper maintenance of the Facilities by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or caused by storm water runoff.

## **SECTION 7**

Sediment accumulation resulting from the normal operation of the Facilities will be properly removed. The Property Owner will make accommodation for the removal and disposal of all accumulated sediments. Accumulated sediments will be disposed of properly offsite.

## **SECTION 8**

The Property Owner shall use the standard SMP Operation and Maintenance Inspection Report, available from the City and by this reference made a part hereof for the purpose of a minimal annual inspection of the Facilities by a qualified inspector. This annual inspection shall be submitted to the City on or before September 30<sup>th</sup> of each year, after inspection is completed by a qualified inspector.

## **SECTION 9**

The Property Owner, its administrators, executors, successors, heirs and assigns, including any homeowners association, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City from the construction, presence, existence or maintenance of the Facilities by the Property Owner or the City when the City acts in accordance with Section 4 of this agreement. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

## **SECTION 10**

This Agreement shall be recorded among the deed records of the Recorder of Cache County and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, heirs, assigns, including any homeowners association, and any other successors in interest.

## **SECTION 11**

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

## **SECTION 12**

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

PROPERTY OWNER

Signed: [Signature] Date: 8/1/16

Print: ALEX BEARNSON

Title: MANAGER

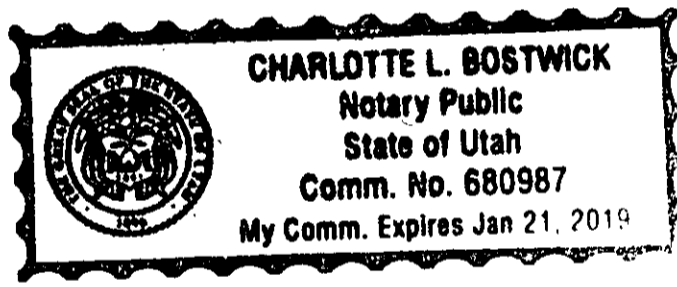
Address: 399 N. MAIN ST., STE 270 City/State/Zip: LOGAN, UT 84321

STATE OF Utah

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COUNTY OF Cache :SS.

On this 1 day of August, 2016, personally appeared before me Charlotte Bostwick a notary public, personally appeared Alex Bearnsen proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same. WITNESS my hand and official seal.



[Signature]  
NOTARY PUBLIC

CITY OF LOGAN

Signed: Bill Young Date: 8/5/16

Print: BILL YOUNG

Title: CITY ENGINEER

Attest: [Signature]

- Attachments: Exhibit A Legal Description(s) of Property
- Exhibit B Schedule of Long Term Maintenance Activities

Exhibit A

Storm Water Management BMP Maintenance Agreement  
Legal Description(s)

(Parcel 05 - 060 - 0011 )

LEGAL DESCRIPTION – \_\_\_\_\_

THE W/2 LOT 5 BLK 27 PLAT E LOGAN FARM SVY SE/4 SEC 31 T 12N R 1E  
CONT 10 AC LESS PARCELS TO UDOT ENT 846336 & LOGAN CITY ENT 846337  
NET 9.71 AC

Exhibit B

Storm water Management BMP  
Schedule of Long Term Maintenance Activities  
City of Logan, Utah

Activity	Frequency	Notes
Inspection	Annually	It is recommended that the SMP Operation and Maintenance Inspection Report, referenced by this agreement, be used as a guiding document. This annual inspection should be submitted to City upon completion.
Mowing and maintenance of vegetation	Variable, depending on vegetation and desired aesthetics	Landscaping and vegetation should be cared for throughout the year to ensure that proper sediment removal and infiltration is maintained and the Facilities remains aesthetically appealing.
Remove trash and debris	As needed or following each storm	Trash and debris should be removed regularly to ensure that the Facilities function properly and operate effectively. Trash often collects at inlet and outlet structures.
Inspect and maintain inlet and outlet structures	Annually	The inlet and outlet structures should be inspected for damage and proper operation.
Sediment removal	Variable (5-10 years is typical)	The removal of sediment is necessary if the Facilities begin to lose capacity or effectiveness.

**SMP OPERATION AND MAINTENANCE INSPECTION REPORT  
POST CONSTRUCTION PRIVATE STORMWATER BMP MAINTENANCE**

Site Name:	Date of Evaluation	
Site Address:		

Facility Contact Information

	NAME and MAILING ADDRESS	PHONE #'S	E-MAIL
SITE CONTACT:			
INSPECTOR CONTACT:			

BUSINESS TYPE:    INSTITUTION     COMMERCIAL     INDUSTRIAL     OTHER  Ent 1153154 Bk 1909 Pg 1607

Are SOP's for Stormwater Post Construction Inspections implemented and available for review?    YES     NO

Orifice Required for site    YES     NO     Orifice Size:    Snout Required for site    YES     NO

Items Inspected	Checked		Maintenance Req'd?		Is there excessive accumulation of debris or sediment?		Observations and Remarks	Deadline for corrective action
	Yes	No	Yes	No	Yes	No		
1. Dumping Evidence								
2. Spill Evidence								
3. General Site Exposure								
4. Other Pollution Sources								
5. Stormwater Storage condition and capacity (detention/retention ponds)								
6. Inlets and catch basins								
7. Conveyance Systems								
8. Manholes								
9. Parking								
10. Waste Collection								
11. Landscaping								
12. Pre-Treatment devices								
13. Sumps								
14. Flow Control devices								
15. Site Specific SOP Items								
16. Other								

Notes:

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Inspector:	Contact:
Signature: _____ Title: _____	Signature: _____ Date: _____



**SMP OPERATION AND MAINTENANCE INSPECTION REPORT**  
**POST CONSTRUCTION PRIVATE STORMWATER BMP MAINTENANCE**

**Supplemental Instructions**

**INSPECTION PROCEDURE**

These instructions and inspection report can serve as a Standard Operating Procedure (SOP) to comply with The Utah Department of Environmental Quality mandate that private stormwater facilities that discharge to the Logan MS4 are properly inspected annually. At the discretion of the City Engineer, some sites will require additional site specific SOP in addition to the following:

**Site evaluation- Submit a copy of the inspection report to the Logan City Engineer's office by September 30th of each year.**

1. **Dumping Evidence:** Evaluate catch basins, inlets, manholes, gutters etc. for the presence of stains from dumping or paints, thinners, oils, or other hazardous substances. Ent 1153154 Bk 1909 Pg 1608
2. **Spill Evidence:** Evaluate pavements and soils for spills, particularly for evidence of neglected spills.
3. **General Site Exposure:** Evaluate materials, devices, and operations that are exposed to weather. Inspect to verify that BMPs are in place or that there are practices that will contain or minimize pollutants and pollutant sources. Look for uncontained waste material, oil, antifreeze, cleansers and other materials and chemicals that could seep into the ground, enter the storm drain system, or affect water quality.
4. **Other Pollution Sources:** Evaluate any activity or operations that are or may pollute the environment.
5. **Stormwater Storage:** Inspect for proper maintenance and condition of detention/retention ponds. Check for proper capacity, debris or sediment accumulation, and that overflow devices are in place and in good condition, etc.
6. **Inlets and catch basins:** Inspect for proper maintenance and function of storm water inlets and catch basins. Inspect for pollutants, debris, and excessive amounts of dirt and sediment. Inlets, basins, and covers should be in good working order.
7. **Conveyance Systems:** Inspect for proper maintenance, condition, and function of stormwater pipes, catch basins, swales, ditches and other conveyances.
8. **Manholes:** Inspect manholes for condition, debris, excessive amounts of sediment, proper maintenance, and function.
9. **Parking:** Inspect parking areas for proper maintenance and condition. Inspect for pollutants, spills, etc. Pavement areas should indicate regular sweeping activity and maintenance.
10. **Waste Collection:** Inspect for proper maintenance and function of waste collection facilities. Inspect for stains and leaks from containers. Ensure that lids are kept closed.
11. **Landscaping:** Inspect for condition, maintenance, and function. Inspect for excessive debris. Ensure proper application of chemicals by looking for accumulation of excess fertilizers, herbicides, insecticides, etc.
12. **Pre-Treatment Devices:** Inspect pre-treatment devices for proper maintenance and condition. Pre-treatment devices are devices such as "Snout", grease/sand interceptors, or other devices designed to remove pollutants from stormwater.
13. **Sumps:** Inspect for proper maintenance and condition of Sumps, Class-V Injection Wells, and other similar underground devices designed to collect stormwater and percolate it to the ground.
14. **Flow Control Devices:** Inspect for proper maintenance and function of Weirs, orifice plates and other similar flow control devices.
15. **Site Specific SOP Items:** Certain land uses require site specific stormwater management SOP's to ensure the quality of stormwater that is discharged from a site. Review site inspections for compliance with site SOPs. Evaluate the current SOP's and modify, update, or amend them as needed.
16. **Other:** Inspect other post construction stormwater items for proper function. This could include Pumps, Vaults, Backflow Devices, Bio-Filters, Bio-Retention Areas, Permeable Pavement, Green Roofs, etc.