

11435818
07/25/2012 10:06 AM \$0.00
Book - 10038 Pg - 5988-6010
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
RIVERTON CITY
ATTN: VIRGINIA LOADER
12830 S 1700 W
RIVERTON UT 84065
BY: CDC, DEPUTY - WI 23 P.

When recorded, mail to:

Riverton City Recorder
12830 South 1700 West
Riverton City, UT 84065

Affects Parcel No(s): 27.29.353.006, 27.29.353.009

**STORMWATER
MAINTENANCE AGREEMENT**

This Stormwater Maintenance Agreement ("Agreement") is made and entered into this 5th day of July, 2012, by and between Riverton City, a Utah municipal corporation ("City"), and Riverton Meadows LLC, a Utah 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 City, as set forth in the Riverton City 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 ("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 desires to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Stormwater Facilities"); and

WHEREAS, the Stormwater Facilities are more particularly described and shown in the final site plan or subdivision approved 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 Stormwater Facilities, details and all appurtenance draining to and affecting the Stormwater Facilities and establishing the standard operation and routine maintenance procedures for the Stormwater Facilities, and control measures installed on the Property, ("Stormwater Maintenance Plan") more particularly shown in Exhibit "B" 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 Stormwater Maintenance 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 City'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 plans and specifications, and any amendments thereto which have been approved by the City.

Section 2

Maintenance of Stormwater Facilities. The Owner shall, at its sole cost and expense, adequately maintain the Stormwater Facilities. Owner's maintenance obligations shall include all system and appurtenance built to convey stormwater, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate 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 of Stormwater Facilities. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to the City 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 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 31st of each year and shall be on forms acceptable to 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 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 City. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Stormwater Facilities Maintenance Plan.

Section 5

Notice of Deficiencies. If the City finds that the Stormwater 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 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 Stormwater Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.

Section 7

City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided in Section 5, the City may issue a Citation punishable as a Misdemeanor. The City may also give written notice the facility storm drain connection will be disconnected. Any damage resulting from the disconnected system will be the Owners responsibility. It is expressly understood and agreed that the City 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 City. 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 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 expends any funds resulting from enforcement or cost for labor, use of equipment, supplies, materials, and the like related to disconnecting the connection to the city system, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual 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.

Section 9

Successor and Assigns. This Agreement shall be recorded in the Salt Lake 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.

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 Stormwater Facilities fail to operate properly. The Owner shall indemnify and hold the County harmless 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 Stormwater 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.

[Signature page to follow]

STORMWATER FACILITIES MAINTENANCE AGREEMENT

SO AGREED this 17th day of July 20 12.

PROPERTY OWNER

By: [Signature] Title: _____

By: Manager Title: _____

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

The above instrument was acknowledged before me by Kip Wadsworth, this 19 day of June, 20 12.

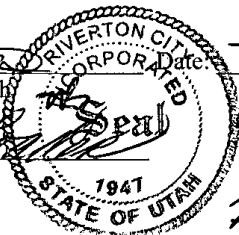
[Signature]
Notary Public
Residing in: Draper, Utah
My commission expires: 10/1/15



RIVERTON CITY

By: Bill Applegarth Date: 7-17-12
Mayor Bill Applegarth

Attest: [Signature]
City Recorder



APPROVED AS TO FORM
[Signature]
Riverton City Attorney

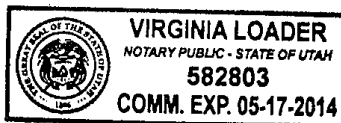
STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

The above instrument was acknowledged before me by Bill Applegarth, this 17th day of July, 20 12.

[Signature]
Notary Public
Residing in: Riverton, UT
My commission expires: 5-17-2014



Attachments:

Exhibit A (Boundary Topo Survey and Legal Description)

Exhibit B (Stormwater Maintenance Plan)

Exhibit C (SMP Operation and Maintenance and Inspection Reporting Form)

Exhibit D (Site Drawing with Storm Drain Improvements)

EXHIBIT B
Stormwater Maintenance Plan

for:

Riverton Meadows Lot #3
12530 South Rhetski Lane
Riverton, UT, 84096

CONTENTS

SECTION 1: PURPOSE AND RESPONSIBILITY
SECTION 2: POLLUTANT SOURCES AND POLLUTANTS ASSOCIATED WITH THE SOURCES
SECTION 3: STANDARD OPERATING PROCEDURES
SECTION 4: TRAINING
SECTION 5: RECORDKEEPING
SECTION 6 APPENDICES

SECTION 1: PURPOSE AND RESPONSIBILITY

As required by the Clean Water Act and resultant local regulations, including Riverton City's Municipal Separate Storm Sewer Systems (MS4) permit, those who develop land are required to build and maintain systems that will prevent contaminated water from reaching waters of the state.

This Stormwater Maintenance Plan (SMP) is necessary to prevent contaminated water, both stormwater and non-stormwater, from draining to the City's storm drain system, which is connected to creeks, canals, and the Jordan River. This SMP identifies the minimum standard operating procedures (SOPs) necessary to accomplish this purpose. Any other activities and site operations not identified in this SMP that contaminates water entering the City's storm drain system must be prohibited, unless SOPs are written to manage those activities or operations, and this SMP is amended to include those SOPs.

SECTION 2: POLLUTANTS AND SOURCES

	Sediment	Nutrients	Heavy Metals	pH (acids and bases)	Pesticides & Herbicides	Oil & Grease	Bacteria & Viruses	Trash, Debris, Solids	Other pollutant	Notes
Pollutant Sources										
Parking and Pavement Areas	√	√	√	√	√	√	√	√		
Landscaping Maintenance	√	√			√		√	√		
Waste Management		√	√	√			√	√		
Storm Water Conveyance Systems	√	√	√	√	√	√	√	√		
Spill Response			√			√		√	√	

SECTION 3: STANDARD OPERATION PROCEDURES AND RATIONAL FOR THE STANDARD OPERATION PROCEDURES

The following operations and site systems are exposed and the associated pollutants can enter the storm drain system or blow off the site. The following site design and SOPs together will prevent these pollutants from leaving this site. All other site operations are performed inside only where the waste material is disposed in accordance to the regulated receiving facilities. The SOPs for the exposed operations are filed in Appendix B.

Parking and Pavement Areas

Parking and much of the pavement areas of this site drain to the storm drain inlets. The parking systems have high back curb that is very efficient at collecting water and unfortunately other debris as well such as dirt and leaves. This necessitates sweeping programs to remove these pollutants. This site is designed with a snout system which is designed to capture floating material and heavier sediment particles. These systems are only effective when regularly maintained and they do not block pollutants that are in solution. These devices should only be expected to be a secondary control. The SOP for Parking and Pavement Management is included in Appendix B.

Landscape Maintenance

This property has grass and shrubbery which require regular maintenance. This will involve mowing, sweeping, pruning, and likely fertilizers, and pesticides. It is vital that the paved areas with the direct connection to the storm drain systems remain clear and clean of landscaping pollutants. During landscaping operations grass, shrubbery clippings, fertilizers will end up on these paved areas. The SOP for Parking and Pavement Management written to minimize this problem is included in Appendix B.

Waste Management

This property has an outside dumpster enclosure with a roof covering and a drain that connects to the sanitary sewer system. The dumpster can leak and waste can spill over or be placed outside the bin. Also light papers and debris can be blown out of the dumpster cluttering the yard and surrounding area. The Waste Management SOP written to minimize this problem is included in Appendix B.

Storm Water Conveyance Systems

This site has sumps in each of the inlet and it also has a sediment and grease separator. Any pollutants that make it to the storm drain system inlets are captured in the sumps and debris and grease separator. These systems will only function properly when flow velocities are small and collection sumps and compartments are open. Therefore, this system requires regular maintenance to be effective. The SOP for the Stormwater Conveyance Systems is included in Appendix B.

Spill Response

All properties are prone to accidents and spills and these pollutants can get washed to the storm drain system. It is vital that these spills are properly cleaned and disposed of. The Spill Response SOP is written to explain how spills must be cleaned up. This is included in Appendix B.

SECTION 4: TRAINING

The operators of the property will ensure that their employees know and understand the SOPs so that the operations necessary on this property will effectively protect all water that could enter into the City's storm drain system. This training record is kept in Appendix C.

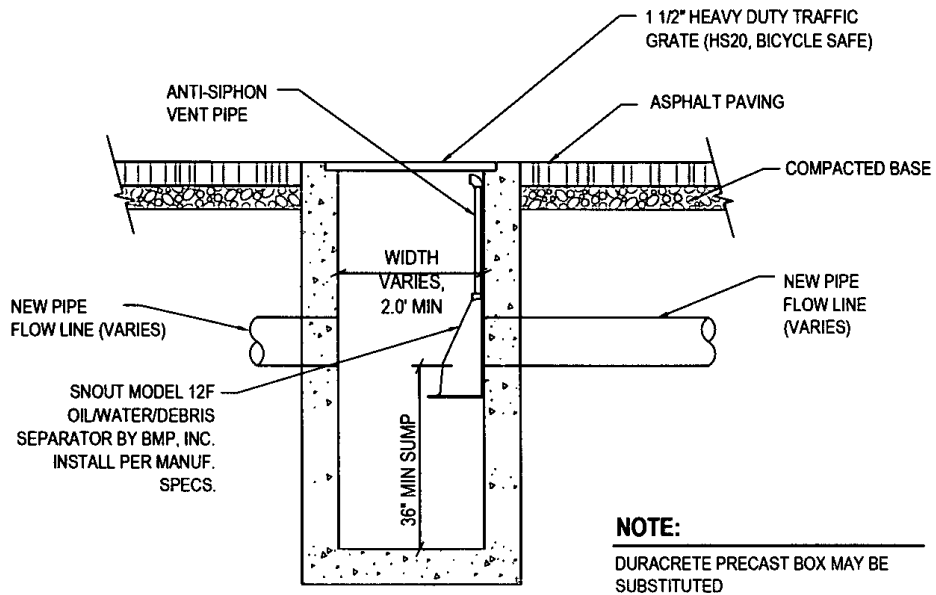
SECTION 5: RECORDKEEPING

The operators of the property will keep a record of operation activities in accordance with SOPs written specifically for this property to show compliance with the City's MS4 Permit. All information showing compliance with this Plan is also kept in Appendix C.

SECTION 6: APPENDICES

Appendix A- Site As-built Drawings and Details
Appendix B- SOPs
Appendix C- SMP Recordkeeping Documents

APPENDIX A – SITE ASBUILT DRAWINGS AND DETAILS



4

SNOUT DEBRIS SEPARATOR

SCALE: NONE

APPENDIX B – SOPs

PARKING AND PAVEMENT AREAS (SOP)

General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any Changes of routine operations must be amended in this SOP.

1. Preparation
 - a. Conduct regular employee training to reinforce proper housekeeping.
 - b. Restrict parking in areas to be swept prior to and during sweeping using regulations as necessary.
 - c. Perform regular maintenance and services in accordance with the recommended vehicle maintenance schedule on sweepers to increase and maintain efficiency.
2. Process
 - a. Sweep parking areas, as needed, or as directed.
 - b. Hand sweep sections of gutter if soil and debris accumulate.
 - c. Pick-up litter as required to keep parking areas clean and orderly.
3. Clean-up
 - a. Dispose of sweepings properly (appropriate solid waste facility).
 - b. Street sweepers to be cleaned out in a manner as instructed by the manufacturer and in a location that swept materials cannot be introduced into a storm drain.
 - c. Swept materials will not be stored in locations where storm water could transport fines into the storm drain system.
4. Documentation
 - a. Document completed cleanup activities in "SMP Inspection Report".

LANDSCAPE MAINTENANCE (SOP)

General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any Changes of routine operations must be amended in this SOP.

1. Preparation
 - a. Train employees on proper use of equipment and chemicals.
 - b. Make sure your state Chemical Handling Certification is complete and up-to-date before handling any chemicals.
 - c. Calibrate fertilizer and pesticide application equipment to avoid excessive application.
 - d. Use pesticides only if there is an actual pest problem.
 - e. Time and apply the application of fertilizers, herbicides or pesticides to coincide with the manufacturer's recommendation for best results ("Read the Label").

- f. Know the weather conditions. Do not use pesticides if rain is expected within a 24-hour period. Apply pesticides only when wind speeds are low (less than 5 mph).
2. Process
 - a. Keep clippings away from storm drain system.
 - b. Follow the manufacturer's recommendations for mixing, application and disposal of fertilizer and pesticides. (Read the Label).
 - c. Do not mix or prepare pesticides for application near storm drains, preferably mix inside a protected area with impervious secondary containment so that spills or leaks will not contact soils.
 - d. Employ techniques to minimize off-target application (e.g. spray drift, over broadcasting.) of pesticides and fertilizers.
3. Clean-up
 - a. Sweep or blow small clippings into landscape areas, or collect and properly dispose of.
 - b. Dispose of large clippings in approved locations or containers.
 - c. Sweep or blow pavements or sidewalks where fertilizers or other solid chemicals have fallen, back onto grassy areas before applying irrigation water.
 - d. Triple rinse pesticide and herbicide containers, and use rinse water as product. Dispose of unused pesticide as hazardous waste.
 - e. Always follow all federal and state regulations governing use, storage and disposal of fertilizers, herbicides or pesticides and their containers. ("Read the Label")
4. Documentation
 - a. Document completed cleanup activities in "SMP Inspection Report".
 - b. Keep copies of MSDS sheets for all pesticides, fertilizers and other hazardous products used.

WASTE MANAGEMENT (SOP)

General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any Changes of routine operations must be amended in this SOP.

1. Preparation
 - a. Train employees on proper trash disposal.
 - b. Locate dumpsters and trash cans in convenient, easily observable areas.
 - c. Provide properly-labeled recycling bins to reduce the amount of garbage disposed.
 - d. Whenever possible store garbage containers beneath a covered structure or inside to prevent contact with storm water.
2. Process

SMP, May 25, 2012

BK 10038 PG 6005

- a. Inspect garbage bins for leaks regularly, and have repairs made immediately by responsible party.
 - b. Request/use dumpsters, and trash cans with lids and without drain holes.
 - c. Locate dumpsters within designated enclosure. Keep drain to sewer system clean to collect runoff/discharge inside enclosure.
3. Clean-up
 - a. Keep areas around dumpsters clean of all garbage.
 - b. Have garbage bins emptied regularly to keep from overfilling.
 - c. Wash out bins or dumpsters as needed to keep odors from becoming a problem.
 - d. Spray down enclosure so that water is collected in drain within enclosure connected to sewer.
 4. Documentation
 - a. Document completed cleanup activities in "SMP Inspection Report".

STORMWATER STORAGE AND CONVEYANCE SYSTEMS (SOP)

General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any Changes of routine operations must be amended in this SOP.

1. Preparation
 - a. Clean sediment and trash off grate.
 - b. Do visual inspection on outside of grate.
 - c. Visually inspect box with "Snout" storm water treatment device.
 - d. Make sure nothing needs to be replaced.
 - e. Do inside visual inspection to see what needs to be cleaned.
2. Process
 - a. Capture floatable materials in storm drain box with "Snout" storm water treatment device.
 - b. Clean using a high powered vacuum truck to start sucking out standing water and sediment.
 - c. Use a high pressure washer to break up any remaining material in the catch basin, while capturing the slurry with the vacuum.
 - d. After catch basin is clean, clean out any sediment that might have entered the pipe.
 - e. Systematically clean catch basins per maintenance plan.
3. Clean-up
 - a. When vacuum truck is full of sediment take it to the designated location to dump all the sediment out of truck into a drying bed.
 - b. Wash down area before leaving the designated dump location.
4. Documentation
 - a. Document completed cleanup activities in "SMP Inspection Report".

- b. Record the amount of waste collected and number of catch basins cleaned and the area they were cleaned in. Keep any notes or comments of any problems.

SPILL RESPONSE (SOP)

General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any Changes of routine operations must be amended in this SOP.

1. Preparation
 - a. Understand MSDS sheets for handling of product.
 - b. Supervisors insure that employees handling and transporting chemicals are trained on the proper procedures.
 - c. Determine proper place of handling.
 - d. Have necessary containment and spill kits at handling place
 - e. Have proper PPE available and wear it prior to handling chemicals as necessary or as required.
2. Process
 - a. Wear proper PPE for the chemical being used, transported or handled.
 - b. Begin transfer or handling process.
 - c. Discontinue process if spills occur.
 - d. Disconnect and store handling equipment.
3. Clean-up
 - a. Do not wash spill down the storm drain.
 - b. Clean up spills with proper material using dry methods or other means that will pick the spill up.
 - c. Dispose of contaminated material at appropriate facility.
4. Documentation
 - a. Document completed cleanup activities in "SMP Inspection Report".

● APPENDIX C – SMP RECORDKEEPING DOCUMENTS

SMP OPERATIONS AND MAINTENANCE INSPECTION REPORT

Inspector Name _____ Community _____

Inspection Date _____ Address _____

Date Inspection Due	Date Inspection Performed	Frequency	Maintenance Items	Checked Maintenance				Date Maintenance Completed	Observations & Remarks
		A,S	1 Stormwater System						
			Inlet grates						
			Sediment Traps						
			"Snout" Water quality device						
			Adequate ground cover						
		A, M, W	2 Parking and pedestrian areas tributary to stormwater systems						
			Sweeping						
		W	3 Dumpster						
			Leaks						
			Functioning lid						
		A	4 Spill control						
			Inspect items						

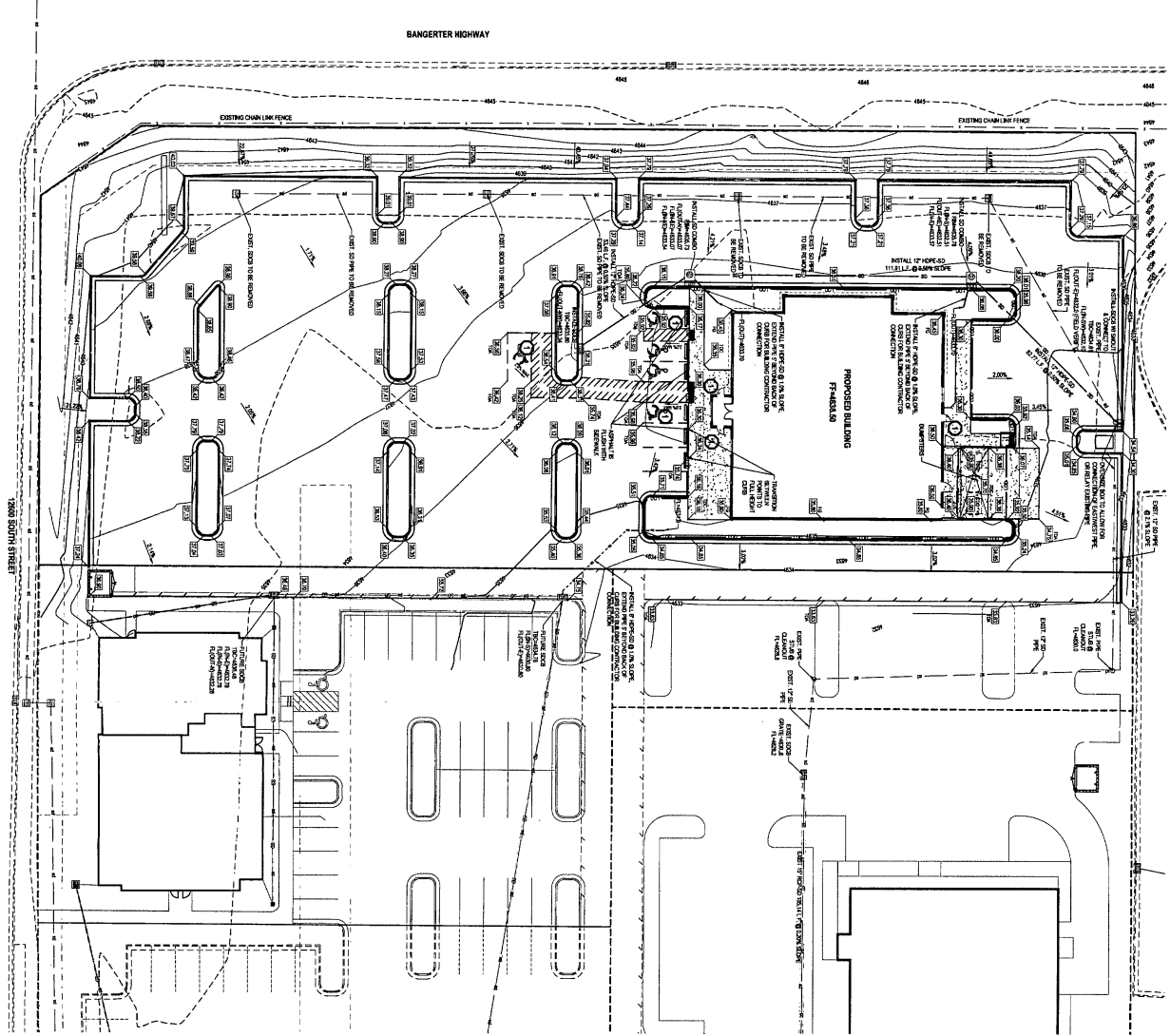
Inspection Frequency Key A=annual M=monthly W=weekly S=following appreciable storm event

Operator may duplicate sheet or add rows to account for inspection frequency

BENCHMARK
ELEVATION: 4821.11

DATE REVISIONS

1. 11/14/11
2. 11/14/11
3. 11/14/11



PROPOSED BUILDING

GENERAL NOTES:

1. EXISTING CONDITIONS SHOWN AS DASHED LINES.
2. ALL ELEVATIONS ARE TO FINISH UNLESS OTHERWISE NOTED.
3. PROPOSED GRADE INDICATED BY SOLID LINES.
4. ALL ELEVATIONS ARE TO FINISH UNLESS OTHERWISE NOTED.
5. ALL ELEVATIONS ARE TO FINISH UNLESS OTHERWISE NOTED.

GENERAL NOTES:

1. EXISTING CONDITIONS SHOWN AS DASHED LINES.
2. ALL ELEVATIONS ARE TO FINISH UNLESS OTHERWISE NOTED.
3. PROPOSED GRADE INDICATED BY SOLID LINES.
4. ALL ELEVATIONS ARE TO FINISH UNLESS OTHERWISE NOTED.
5. ALL ELEVATIONS ARE TO FINISH UNLESS OTHERWISE NOTED.

LEGEND

	SPOT ELEVATION
	NO FLOOD ZONE
	PROPOSED CURB CUT
	NO FLOOD ZONE
	EXISTING CURB CUT
	PROPOSED CURB CUT
	PROPOSED CURB CUT
	PROPOSED CURB CUT
	PROPOSED CURB CUT
	PROPOSED CURB CUT
	PROPOSED CURB CUT

TEXAS ROADHOUSE

LOT 3 OF RIVERTON MEADOW COM SUBDIVISION

12530 S. RHETSKI LANE
RIVERTON CITY, UTAH



SALT LAKE CITY
471 West 1000 South
Salt Lake City, UT 84103
Phone: 801.256.0289
Fax: 801.256.4449

LAYTON
Phone: 801.547.1100

TOLE
Phone: 801.543.3590

CEAN CITY
Phone: 801.543.1453
www.ensgn.com

GRADING PLAN

DATE	BY
5/17/12	ENSGN
5/17/12	ENSGN
5/17/12	ENSGN

