

When recorded, mail to:

Salt Lake County
2001 South State St N600
Salt Lake City, Ut 84190-4050

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9/27/2013 11:50:00 AM \$49.00
Book - 10181 Pg - 895-910
Gary W. Ott
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 16 P.

Affects Parcel No(s): 14-32-201-086-0000 / 14-32-201-085-0000 /
14-32-201-082-0000 / 14-32-201-084-0000 /
14-32-201-081-0000 / 14-32-201-077-0000 /
STORMWATER 14-32-201-078-0000 /
MAINTENANCE AGREEMENT 14-32-201-083-0000 /
14-32-201-079-0000 /
14-32-201-080-0000

This Storm water Maintenance Agreement ("Agreement") is made and entered into this day of 22, of August 20 13, by and between Salt Lake County, a Utah municipal corporation ("County"), and a Arthur Penn Associates, LLC ("Owner").

RECITALS

WHEREAS, Salt Lake 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 ("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 ("Storm water Facilities"); and

WHEREAS, the Storm water 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 Salt Lake County Planning and Development Services and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, summary description of all Storm water Facilities, details and all appurtenance 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 Maintenance Plan") more particularly shown in Exhibit "8" and,

WHEREAS, a condition of Development Plan approval, and as required as part of 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 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 Salt Lake County approval of the Storm water Maintenance 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 plans and specifications, and any amendments thereto which have been approved by Salt Lake County.

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 all system and appurtenance built to convey storm water, as well as all structures, improvements, and vegetation 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 is 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, inspect the Storm water Facilities and submit an inspection report and certification to Salt Lake 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 on forms acceptable to Salt Lake County.

Section 4

Salt Lake County Oversight Inspection Authority: The Owner hereby grants permission to Salt Lake 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 Salt Lake County. 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 Salt Lake County finds that the Storm water Facilities contain any defects or are not being maintained adequately, Salt Lake County shall send the Owner written notice of the defects or deficiencies and provide the 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 Storm water Facilities as may be determined as reasonably necessary by Salt Lake County within the required cure period to ensure that the Storm water Facilities are adequately maintained and continue to operate as designed and approved.

Section 7

Salt Lake County Corrective Action Authority. In the event the Owner fails to adequately maintain the Storm water Facilities in good working condition acceptable to Salt Lake County, after due notice of deficiencies as provided in Section 5, Salt Lake County may issue a Citation punishable as a Misdemeanor. Salt Lake County may also give written notice that 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 Salt Lake 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 Salt Lake County. The actions described in this Section are in addition to and not in lieu of any and all legal remedies available to Salt Lake 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 Salt Lake 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 Salt Lake County system, the Owner shall reimburse Salt Lake County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by Salt Lake 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 Salt Lake County 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 Salt Lake County and the Owner agrees to hold Salt Lake County harmless from any liability in the event the Stormwater Facilities fail to operate properly. The Owner shall indemnify and hold Salt Lake County harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against Salt Lake County from the construction, presence, existence, or maintenance of the Storm water Facilities.

Section 13

Amendments. This Agreement shall not be modified except by written instrument Executed by the Salt Lake County Engineer 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 FACILITES MAINTENANCE AGREEMENT

SO AGREED this 26 day Sept of 20 13.

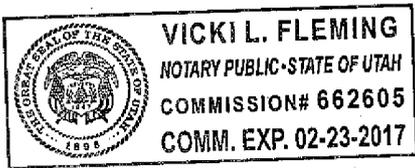
PROPERTY OWNER

By: [Signature] Title: Pres - owner
By: _____ Title: _____

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

The above instrument was acknowledged before me by Vicki Fleming this 26th day of Sept, 20 13.

[Signature]
Notary Public
Residing in: Draper, UT
My commission expires: 2/23/17



SALT LAKE COUNTY

By: _____ Date: _____
Mayor or Mayor Designee

Attest: _____
County Recorder

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

The above instrument was acknowledged before me by _____, this _____ day of _____, 20 _____.

Notary Public
Residing in: _____
My commission expires: _____

Attachments:

Exhibit A (Plat and Legal Description)

Exhibit B (Stormwater Maintenance Plan)

Exhibit "A"

Lot 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Arbor Park Commercial Subdivision, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

Storm Water Management Plan

Arbor Park Subdivision Lots 1, 2, 4-10

**3500 South 8400 West
Magna, Utah
September 2013**

This management plan is to direct the owner, operator, and their employees on proper procedures to maintain the on-site storm drain system and comply with Salt Lake County's storm water ordinances. This plan is to be implemented upon completion of construction activities.

A copy of this plan shall be provided to the operator and employees responsible for maintaining the site. The owner, operator, and employees shall adhere to the following plan. Should the use of the site change this plan shall be updated for the correct use.

The owner of Lot 1, 2, & 4-10 will need to maintain the site in conjunction with the owner or operator of Lot 3 and the owners of the Arctic Circle and Head Start. The owner of Lot 1, 2, & 4-10 is ultimately responsible for all maintenance within their parcels.

Building and Grounds Maintenance

The parking lot shall be swept on a quarterly basis to collect all waste debris. All wash water, sweepings, and sediments shall be properly disposed of and not washed down the storm drain system. Refer to the attachment at the rear of this report labeled "Parking Lot Sweeping/Vacuuming".

The owner shall have the storm drain lines cleaned as necessary. The system shall be jetted and vacuumed when necessary to remove all silt, sediment, oil, and debris. The system should be inspected prior to and after any large storm events. Catch basins should be inspected monthly and cleaned on a quarterly basis. A map indicating the storm drain cleanout locations is attached to the back of this report. Also refer to the attachment at the rear of this report labeled "Storm Drain Flushing and Catch Basin Cleaning".

Landscape Maintenance

The landscaping shall be maintained on a weekly basis. All grass clippings and other landscape debris shall be swept up and disposed of in a waste container. Any fertilizers and pesticides used shall be applied per the manufacturer's recommendations. Refer to the attachment at the rear of the report labeled "Landscape maintenance".

Employee Training

The owner and operator shall implement necessary training of their employees who will be responsible for site maintenance. The training should promote an understanding of the management plan and required BMP's. . It should identify activities with the potential to pollute storm water and implementation of BMP's to mitigate such activity. In addition to the listed BMP's the training shall also address the proper use, handling, storage and disposal of products, spill prevention and clean up.

Non-Storm Water Discharges to Drains

Non-storm water discharges to the storm drain collection system should be eliminated. These discharges include process wastewaters; cooling waters, wash waters, and sanitary wastewater. These discharges should not be performed at this site, but at a properly designed site.

Vehicle and Equipment Cleaning

Washing vehicles or equipment shall not be allowed on site.

Oil/Water Separators and Water Quality Inlets

Cleanout boxes with snouts have been placed at various locations through the site. A map has been provided indicating the locations. The boxes must be inspected monthly and cleaned of all trash, oils, and silts on a quarterly basis. Disposal to be in an approved offsite facility.

Records of Maintenance

Records shall be kept for all inspections and cleaning of the on-site storm water system. The owner or operator shall keep a copy of the records. These records shall be made available to the county to the county July 31st each year. (Mail to: Salt Lake County, Planning Development Services, Stormwater Construction Maintenance, 2001 S. State Street Suite N 3600, SLC, Utah 84190.) An inspection of the site will be conducted by the county on an annual basis.

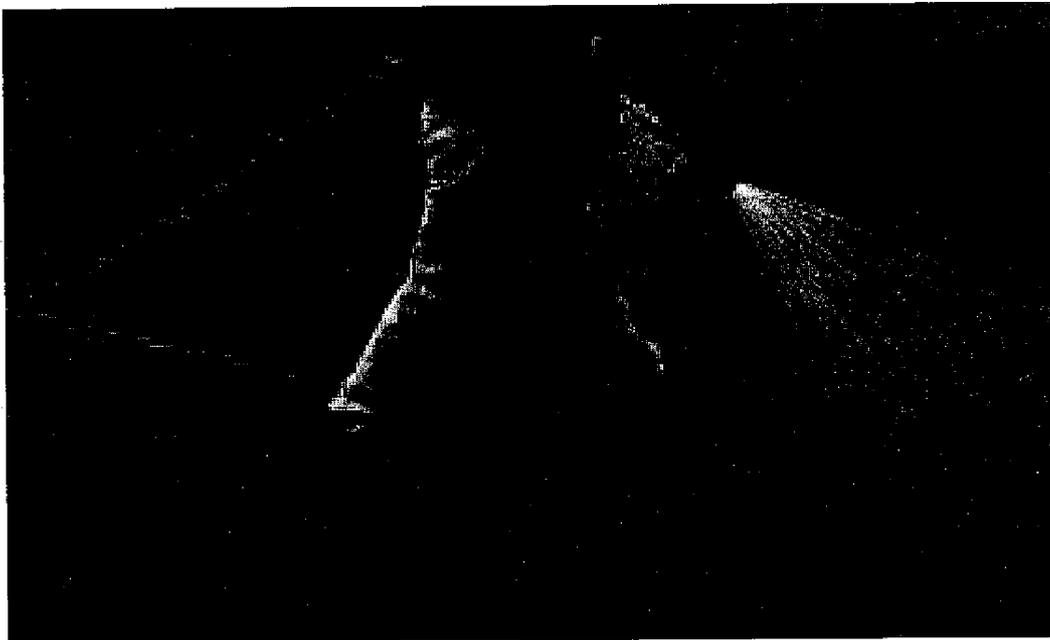
Waste management and disposal

There are several dumpster locations provided for the site. Trash will be collected weekly by a waste management company. Hazardous waste shall be disposed of in an approved manner to an approved facility.

Detention Ponds

Three detention ponds are located on the site. A map has been provided indicating the locations. The ponds must be inspected monthly and cleaned of trash and debris, silts shall be removed on a quarterly basis as needed to maintain the required storage capacity. Disposal to be in an approved offsite facility.

Landscape Maintenance



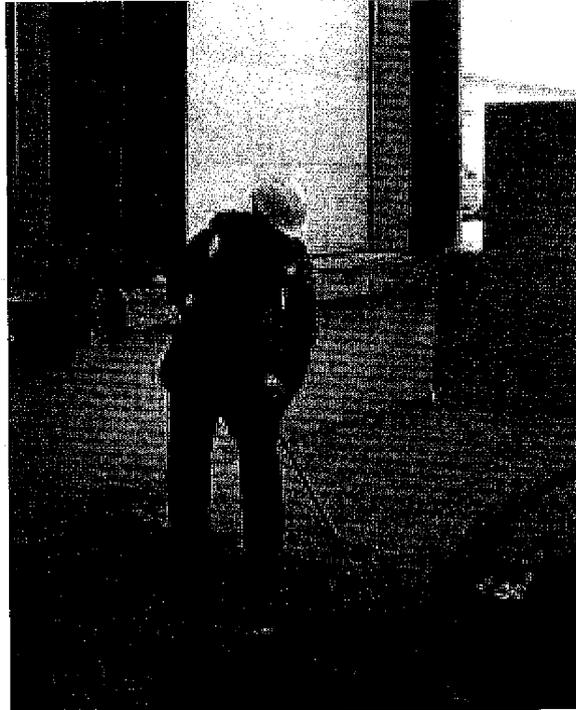
Description:

Maintain landscaped areas in order to prevent excess build up of organic debris or chemical pollution that could clog, pollute or adversely affect downstream stormwater facilities.

Approach:

1. Keep lawns, shrubs, and trees properly pruned to prevent debris from building up at storm drain inlet locations.
2. Dispose of organic waste properly at an off-site location.
3. If bark, mulch, rock, or any type of Xeriscaping is used, inspect parking areas frequently and return any excess material to the landscape area as needed.
4. Use caution when applying fertilizer, weed control, or any other type of chemical to landscaped areas to prevent over spray entering any private/public storm drain facility.

Storm Drain Flushing



Description:

A storm drain is "flushed" with water to suspend and remove deposited materials. Flushing is particularly beneficial for storm drain pipes with grades too flat to be self-cleansing. Flushing helps ensure pipes convey design flow and remove pollutants from the storm drain system.

Approach:

1. Locate reaches of storm drain with deposit problems and develop a flushing schedule that keeps the pipe clear of excessive buildup.
2. Whenever possible, flushed effluent should be collected, decanted, evaporated, and disposed of in a landfill.

Catch Basin Cleaning



Description:

Maintain catch basin and stormwater inlets on a regular basis to remove pollutants, reduce high pollutant concentrations during the first flush of storms, prevent clogging of the downstream conveyance system, and restore the catch basin's sediment trapping capacity. A catch basin is distinguished from a stormwater inlet by having at its base a sediment sump designed to catch and retain sediments below the overflow point. This BMP focuses on the cleaning of accumulated sediments from catch basins.

Approach:

Regular maintenance of catch basins and inlets is necessary to ensure their proper functioning. Clogged catch basins are not only useless, but may act as a source of sediments and pollutants. In general, the keys to effective catch basins are:

1. At least annual inspection, though West Valley City requires monthly inspections with a maximum cleaning interval of 6 months.
2. Prioritize maintenance to clean, catch basins or inlets in areas with the highest pollutant loading.
3. Clean catch basins in high pollutant areas in September to remove sediments and debris accumulated during the summer.
4. Keep accurate logs of the number of catch basins cleaned.
5. Record the amount of waste collected.

Maintenance:

Regular maintenance of public and private catch basins and inlets is necessary to ensure their proper functioning.

1. Annual/monthly inspection of private facilities to ensure structural integrity, a clean sump, and a stenciling of catch basins and inlets.
2. Keep logs of the number of catch basins cleaned.
3. Record the amount of waste collected.

Sweeping/Vacuumping



Description:

Reduce the discharge of pollutants to the stormwater from parking lot surfaces by conducting pavement cleaning on a regular basis.

Approach:

1. Restrict parking prior to and during sweeping.
2. Establish frequency of sweeping based on anticipated need and observations of debris or sediment accumulation.
3. Increase sweeping frequency just before any rainy season.
4. Lots that generate greater amounts of debris or sediment must be swept more frequently. These include lots associated with or adjacent to recreational, commercial, or industrial areas of high vehicle or pedestrian traffic.
5. Manually remove debris from corners or other areas of the parking lot that equipment cannot reach.
6. Keep accurate operation logs to track programs.
7. Equipments selection can be key for this particular BMP. There are two types used, the mechanical broom sweepers (more effective at picking up large debris and cleaning wet streets), and the vacuum sweepers (more effective at removing fine particles and associated heavy metals). It may be useful to have the ability to use both kinds.

