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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SALT LAKE COUNTY
2001 S STATE ST N3600
SALT LAKE CITY UT 84190
BY: SSA, DEPUTY - MI 9 P.

When recorded, mail to:
Salt Lake County
2001 South State St N3600
Salt Lake City, UT 84190-4050

Affects Parcel No(s): 142127036

STORMWATER MAINTENANCE AGREEMENT

This Storm water Maintenance Agreement ("Agreement") is made and entered into this 13 day of JANUARY 2015, by and between Salt Lake County, a Utah municipal corporation ("County"), and Oquirrh Hills Apartments, LLC, a Utah limited liability company ("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, or will be, 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, a 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") is more particularly shown in Exhibit "B"; 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 prior notice to the Owner. Such inspections shall be conducted in a reasonable manner and at reasonable times. 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. Salt Lake County is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Salt Lake County does not waive any defenses otherwise available under the Governmental Immunity Act of Utah, UTAH CODE ANN. §§ 63G-7-101 to -904 (2014), nor does it waive any limits of liability provided by the Act.

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 and a reasonable cure period 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, unless due to Salt Lake County's gross negligence or willful misconduct. 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 reasonably 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: Except as otherwise specifically provided herein, this Agreement imposes no liability of any kind whatsoever on Salt Lake County. The Owner agrees to hold Salt Lake County harmless from any liability in the event the Storm water 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 FACILITIES MAINTENANCE AGREEMENT

SO AGREED this 13 day of January, 2015.

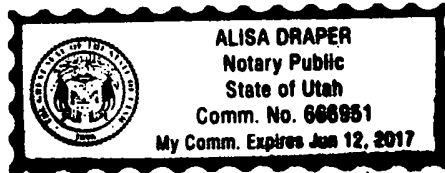
OQUIRRH HILLS APARTMENTS, LLC

By: GC Oquirrh Hills Apartments, LLC, its Manager

By: Michael R. Christensen
Michael R. Christensen, Manager

On the 13 day of January, 2015, personally appeared before me Michael R. Christensen, as Manager of GC Oquirrh Hills Apartments, LLC, the Manager of Oquirrh Hills Apartments, LLC, signer of the above instrument who duly acknowledged to me that he executed same.

Alisa Draper
Notary Public



My Commission Expires June 12 2017 Wasatch County
Residing In

SALT LAKE COUNTY

By: Rolen Yoshinaga

Name: Rolen Yoshinaga

Title: Division Director State of Utah (County of Salt Lake)

State of Utah (County of Salt Lake)

On the 13th day of January, 2015, personally appeared before me Rolen Yoshinaga, as Division Director of Salt Lake County, signer of the above instrument who duly acknowledged to me that he/she executed same.

Karen Richards
Notary Public

My Commission Expires 5/1/18 Tooele County
Residing In



Attachments:

Exhibit A (Legal Description)

Exhibit B (Post Construction Storm water Management Plan)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

**LOT 1 OF FLANGAS CROSSING P.U.D. SUBDIVISION RECORDED IN BOOK 2013P,
AND PAGE 0120 OF SALT LAKE COUNTY RECORDS**

Post Construction Storm Water Management Plan
Oquirrh Hills Apartments at Magna Utah
August 19, 2014

The Multi-Family Residential Best Management Practices (BMPs) will be maintained by the property owner and/or its operator to prevent illicit discharges, pollutants and other contaminants from entering the County's water system. These will be implemented upon completion of construction activities, to be conducted and maintained in perpetuity.

- 1) Inspect and clean oil/water separators and catch basins – Oil/water separators and catch basins are to be inspected monthly and oil/water separators are to be cleaned at least every six months.
- 2) Inspect and clean roof drain lines and junction boxes – downspouts, collection basins, yard drains, and junction boxes are to be inspected regularly and cleaned at least every six months.
- 3) Detention Ponds - The property owner and/or its operator will maintain the surface detention ponds by regularly inspecting the inlet and outlet control structures. The orifice controls will be cleaned at least every 6 months. The detention ponds will be maintained regularly by cutting grass and vegetation, and generally removing deleterious materials so the pond is accessible and so that the intended storage volume is not diminished.
- 4) Parking lot cleaning and sweeping – Parking lots are to be cleaned and swept at least quarterly to prevent pollutants from entering the storm drain system.
- 5) 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.
- 6) Landscape maintenance – The property owner and/or its operator is responsible for general landscape maintenance. The landscape maintenance will consist primarily of watering.
- 7) Employee training – Property owner will provide or require training in storm water quality management and required BMPs. Employee training in storm water quality management and required BMPs shall be integrated with any other existing employee training programs.
- 8) Record of inspection, maintenance and training activities – These activities will 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

The intent of the plan is to:

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

If the intent of the plan is not being met, the site operator or owner will make adjustments to the plan as needed to accomplish its purposes.