# City Contract No. 16-1053-23

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Book - 10432 Ps - 7612-7632
⑤△尺Y W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
RIVERTON CITY
ATTN: VIRGINIA LOADER
12830 S 1700 W
RIVERTON UT 84065
BY: TRA, DEPUTY - WI 21 P.

When recorded, mail to:

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

Affects Parcel No(s): \_\_\_\_\_

# STORMWATER MAINTENANCE AGREEMENT

			ement ("Agreeme	ent") is made and enter	ed
into this 9th	_ day of	May	, 20 <u>/</u> (	<u>^</u> ,	
by and between	Riverton Ci	tý, a Uťah mur りるS	nicipal corporation	("City"), and	,
a				("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 is required to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Stormwater Facilities"); and

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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" on file with the Riverton City Recorder 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 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 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<sup>st</sup> 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 not less than three business days 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, but not less than sixty (60) days, to cure such defects or deficiencies. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the address listed on the Salt Lake County Tax Assessor.

### 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 and failure to cure, then, upon Owner's failure to cure or correct within thirty days following a second notice delivered to Owner, the City may issue a Citation punishable as a Misdemeanor in addition to any EPA fine. The City may also give written notice that the facility storm drain connection will be disconnected. Any damage resulting from the disconnection is subject to the foregoing cure periods. 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 equitable 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

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equipment, supplies, materials, and the like related to storm drain disconnection from 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 City harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from failure of Owner to comply with its obligations under this agreement relating to 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

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a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to the Agreement.

### Section 15

Exhibit B. The Stormwater Maintenance Plan (SMP) must adapt to change in good judgment when site conditions and operations change and when existing programs are ineffective. Exhibit B will not be filed with the agreement at County Recorder but is included by reference and kept on file with the City Recorder. Revision applications must be filed with the City Stormwater Division and amended into the SMP on file with the Riverton City recorder.

### STORMWATER FACILITIES MAINTENANCE AGREEMENT

Title: Memper Pone View View, Company Pone View Pone Pone View View, Company Pone View Pone Pone View View, Company Pone View, Company View, Company Pone View, Company Vie	SO AGREED this 27TH day of April 20_16.	
By:		
STATE OF UTAH  SS.  COUNTY OF SALT LAKE  The above instrument was acknowledged before me by Matthew Scatt Lepice, this 27th day of 10 1 1 20 16  AUBREY L CLAY HOTALY PUBLIC FUTTOR OF THE OF UTAH Notary Public ROOM RESiding in Public May Control Epo 2201/2020 Commission expires: 0 2 - 01 - 20 20  RIVERTON CITY  By: ROOM City Recorder  Date: 5 - 9 - / 2 Sext    Approved as Toleram Riverton City Attorney  STATE OF UTAH  SS.  COUNTY OF SALT LAKE  The above instrument was acknowledged before me by Bill Applegath, this 9 day of May 1901    Of May	By: Many / Title: Memper, Park View Vicini, Cl	. <
The above instrument was acknowledged before me by Matthew Scott Lepice, this 27th day of April (2016)  AUBREY L CLAY MOTANY PUBLIC - STATE OF UTAH  City Recorder  STATE OF UTAH  COUNTY OF SALT LAKE  The above instrument was acknowledged before me by Bill Applegarth, this 9 day of May 2016 100 100 100 100 100 100 100 100 100	By: Title:	
The above instrument was acknowledged before me by Matthew Scott Lepics, this 27th day of April 2016.  AUBREY L CLAY Notary Public Residing int Reverting the Scott Lepics, this 27th day of May commission expires: 02-01-2020  RIVERTON CITY  By: Bull Applegarth 18 Attest: Approved as to form City Recorder  STATE OF UTAH  SS.  COUNTY OF SALT LAKE  The above instrument was acknowledged before me by Bill Applegarth, this 9 day of May 2016.  JOY SUZANNE JOHNSON  NOTARY Public 1. 1014 N	,	
Notary Public  Residing in Rewiton Handle May Commission expires: 02-01-2020  RIVERTON CITY  By: Bull of State of Utah  Attest: Mayof Bill Applegarth  City Recorder  STATE OF UTAH  STATE OF UTAH  SS.  COUNTY OF SALT LAKE  The above instrument was acknowledged before me by Bill Applegath, this 9 day of Mayof Public 10 mayof 10		
By: Blood Date: 5-9-/2 Seal  Mayor Bill Applegarth  Attest: Approved as to form  STATE OF UTAH  Sss.  COUNTY OF SALT LAKE  The above instrument was acknowledged before me by Bill Applegarth, this 9 day of May , 20 16  Of May Joy Suzanne Johnson  Notary Public State Of UTAH  JOY SUZANNE JOHNSON	Notary Public Residing in Runtary 1ttal	
STATE OF UTAH  SS.  COUNTY OF SALT LAKE  The above instrument was acknowledged before me by Bill Applicanth, this day of, 20, 20  JOY SUZANNE JOHNSON NOTATY PUBLIC-STATE OF UTUM	By: Blood Date: 5-9-16 Settle Date: 5-9-16 Settle Date: 1941 Trade	
STATE OF UTAH  SS.  COUNTY OF SALT LAKE  The above instrument was acknowledged before me by Bill Applicanth, this day of, 20, 20  JOY SUZANNE JOHNSON NOTATY PUBLIC-STATE OF UTUM	Riverton City Attorney	
JOY SUZANNE JOHNSON Notary Public A 1 1 2 10 10 10 10 10 10 10 10 10 10 10 10 10	STATE OF UTAH ) :ss.	
Notary Public / / / / / / / / / / / / / / / / / / /	7	
Residing in: Wilt Lake County  My commission expires: 04-04-2020 COMM. EXP. 03-09-2020 Smp 78-8	Residing in: Palt Lake County Commissions 887878	

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## Attachments:

Exhibit A: <u>Plat and Legal Description</u>
Exhibit B: <u>Stormwater Maintenance Plan;</u> Filed with Riverton City Recorder

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# **EXHIBIT A**

### **PARK VIEW VILLAS SUBDIVISION**

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
RIVERTON CITY, SALT LAKE COUNTY, UTAH

# **EXHIBIT B**

On file at the Riverton City Recorder

# Stormwater Maintenance Plan

for:

Park View Villas 12516 South 1300 West Riverton, UT, 84065

### **CONTENTS**

**SECTION 1: PURPOSE AND RESPONSIBLILY** 

SECTION 2: POLLUTANT SOURCES AND POLLUTANTS ASSOCIATED WITH THE SOURCES SECTION 3: DESCRIPTION OF SITE SYSTEMS, OPERATIONS AND POLLUTION CONTROLS

**SECTION 4: TRAINING** 

SECTION 5: RECORDKEEPING SECTION 6 APPENDICES

### **SECTION 1: PURPOSE AND RESPONSIBILTY**

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 stormwater and non-stormwater, from draining to the City's storm drain system, which is connected to 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
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# SECTION 3: DESCRIPTION OF SITE SYSTEMS, AND OPERATIONS AND THEIR CONTRIBUTION OR PREVENTION OF POLLUTANTS

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.

### **Private Parking and Road Maintenance**

The roads on this site drain to the storm drain inlets. These roads primarily have mountable curb and gutter with some waterways. These are very efficient at collecting water and unfortunately other debris as well, such as dirt and leaves. There is parking provided next to some of the units with curbing that could also collect debris. This necessitates sweeping programs to remove these pollutants before they can enter into the stormwater system. Since the roads on this site are private, it is the responsibility of the HOA for all maintenance and sweeping programs, as well as driveways and any private parking areas. The SOP for Private Parking and Road Maintenance is included in Appendix B.

### **Landscape Maintenance**

This property has landscaping which will require regular maintenance. The open space areas and each lot will have landscaping consisting of sod with xeriscape planter beds. Both areas will require regular maintenance. This involves mowing, sweeping, pruning, and use of fertilizers and pesticides. The resulting debris and waste from these maintenance activities will be carried into the stormwater system if not picked up during regular maintenance. In addition to the maintenance described above, the HOA will also be responsible for the Landscape Maintenance of the storm water detention basins located on the northeast corner of the property and between the units at the center of the site. The SOP for Landscape Maintenance is included in Appendix B.

### **Waste Management**

This site has no community dumpsters and each unit will have its own designated garbage container. Due to this, it will be the responsibility of each homeowner to ensure all waste is placed into proper garbage containers and lids are closed tightly to prevent light weight debris from being blown out of containers. During routine waste collection, garbage containers can leak and waste can spill over or be placed on the streets and surrounding areas. Inspecting, maintaining, and ensuring proper use of garbage containers will be the responsibility of the HOA. The Waste Management SOP designed to minimize this problem is included in Appendix B.

### **Storm Water Storage and Conveyance Systems**

This sites stormwater system mainly consists of gutters and underground piping. All stormwater is directed to detention basins located on site. Throughout the site there are various storm drain inlet boxes located in the landscaping areas. These are designed to

Riverton City SMP, May, 2015

collect storm runoff from rooftops and landscape areas to prevent flooding of any structural building on site. These inlet boxes must be protected and care should be taken to prevent dumping of any kind. These inlets are for storm drain runoff only and should not be used as a dumping area under any circumstances. Public storm water enters the site after the detention pond from an inlet on 1300 South Street. The storm water system from this point on is included in a storm drain easement granted to Riverton City.

There are portions of the site where catch basins are needed in landscape areas in front of or behind individual units. These are needed to ensure that runoff does not flood buildings or run off site. Buildings will have downspouts that discharge to landscape areas and overland flow to inlets and into the storm drain system. These inlets are for storm drain runoff only and should not be used as a dumping area under any circumstances.

It is important that the Storm Water Conveyance System is maintained properly to ensure the desired performance. The HOA is responsible for the maintenance of the storm water conveyance system on site including the section of pipe in the Riverton City easement and Unistorm water quality unit. The HOA must ensure all inlet boxes are cleared of all debris and obstructions that may prevent storm water flow. The HOA must also ensure that all designated detention areas are clear of any debris or other obstructions that may limit their storage capacity or inhibit storm water flow. For the storm water system to operate properly all parts of the system must be clear to operate freely.

To prevent pollutants from leaving the site, there is a Unistorm 6R storm water quality unit located just off of 1300 West Street prior to connecting to the public storm drain system (see Appendix D for detail and manufacturer supplied maintenance information). This unit will ensure no debris or oils are allowed to leave the site and enter the city storm water system. It is important that this system be properly maintained and regularly inspected to continue working properly.

Therefore, the entire storm water system will require regular routine maintenance to be effective. The Storm Water Storage and Conveyance System SOPs are 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 HOA will ensure that their home owners 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 HOA 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 Drawings and Details
Appendix B- SOPs
Appendix C- SMP Recordkeeping Documents
Appendix D- Unistorm Detail and Maintenance Information

# APPENDIX A - SITE DRAWINGS AND DETAILS









