

When recorded, mail to:

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

12601455  
08/22/2017 02:51 PM \$36.00  
Book - 10590 Pg - 8389-8402  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
BRICKCREEK LLC  
180 N UNIVERSITY AVE #200  
PROVO UT 84601  
BY: SRP, DEPUTY - WI 14 P.

Affects Parcel No(s): 16283130230000

**STORMWATER  
MAINTENANCE AGREEMENT**

This Storm water Maintenance Agreement ("Agreement") is made and entered into this day of 15, of August 2017, by and between Salt Lake County, a Utah municipal corporation ("County"), and a Brickcreek, 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 "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 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 FACILITIES MAINTENANCE AGREEMENT

SO AGREED this 15, day August of 20 17.

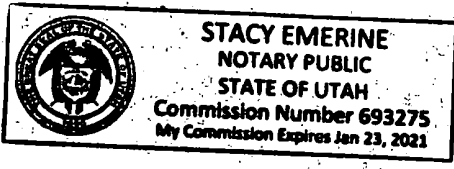
PROPERTY OWNER

By: [Signature] Title: Manager - Brickcreek, LLC  
By: \_\_\_\_\_ Title: \_\_\_\_\_

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

The above instrument was acknowledged before me by Cameron Gunter, this 15 day of August, 20 17.

[Signature]  
Notary Public  
Residing in: Spanish Fork, UT  
My commission expires: Jan 23, 2021



**Attachments:**

**Vicinity Map**

**Site Aerial Map**

**Exhibit A (Boundary Topographic Survey with Legal Description)**

**Exhibit B (Post Construction Stormwater Management Plan)**

**Exhibit C (Grading Plan Sheet C-300, Drainage Plan Sheet C-301 and Detail Sheet C-600)**

PEG DEVELOPMENT  
 JOB NO. 0916-044-17

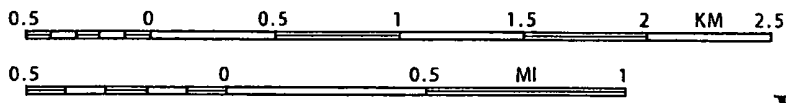
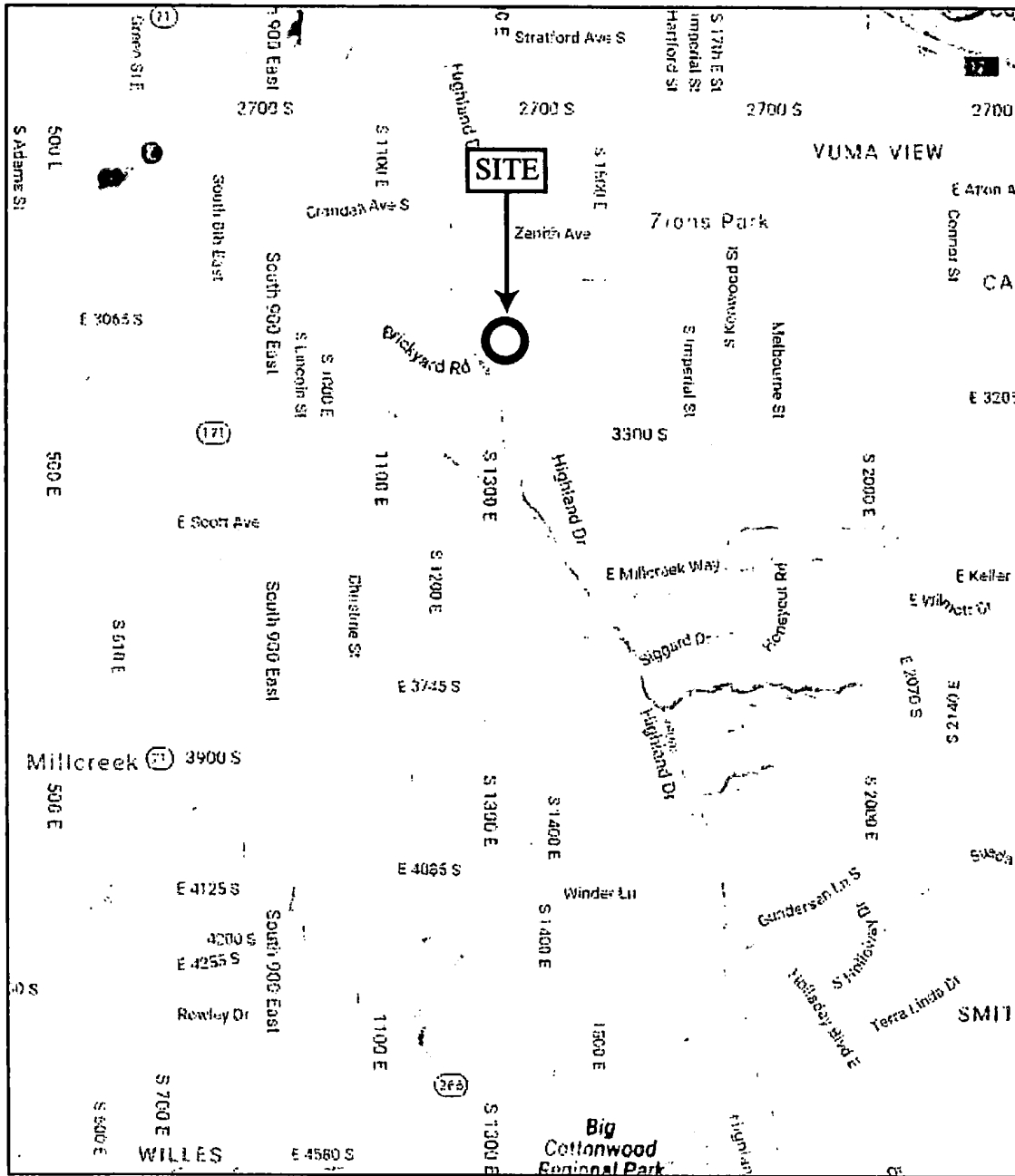
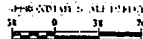
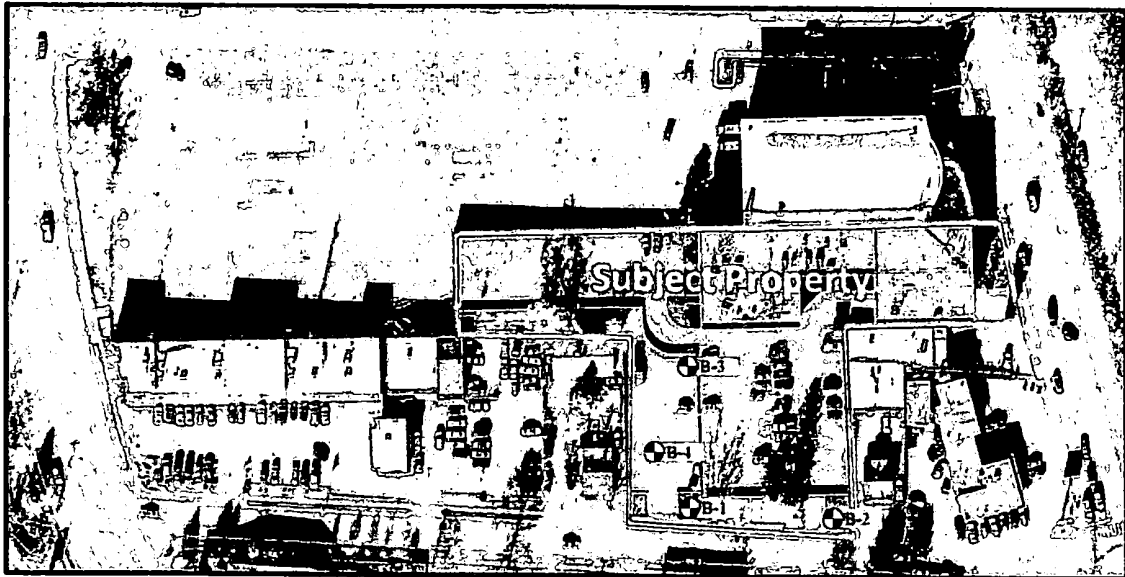


FIGURE 1  
 VICINITY MAP  
 GSH

REFERENCE:  
 ALL TRAILS - NATIONAL GEOGRAPHIC TERRAIN  
 DATED 2017

PEG DEVELOPMENT  
JOB NO. 0916-044-17



REFERENCE:  
ADAPTED FROM SITE PLAN PROVIDED BY THE CLIENT  
NOT DATED

FIGURE 2  
SITE PLAN  
 GSH





VTDI 16-28-313-023-0000	DIST ACP		TOTAL ACRES	1.74
HIGHLAND PARK PLAZA	TAX CLASS	UPDATE	REAL ESTATE	982700
CONDOMINIUM ASSOCIATION INC	CC	LEGAL	BUILDINGS	2933000
% ROCKWORTH MANAGEMENT		PRINT U	TOTAL VALUE	0

9980 S 300 W # 310 NO:  
SANDY UT .84070372880 EDIT 1 FACTOR BYPASS  
LOC: 3098 S HIGHLAND DR EDIT 0 BOOK 09836 PAGE 2494 DATE 07/14/2010  
SUB: HIGHLAND PARK PLAZA II CONDO TYPE SUBD PLAT

**08/22/2017** PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY  
BEG E 174.73 FT S 15^18'00" E 159.35 FT FR W 1/4 COR OF SEC  
28, T1S, R1E, SLM; S 15^18'00" E 90 FT; S 88^30"00" W 146.52  
FT; S 00^49'38" E 172.96 FT; N 87^15'00" W 200.66 FT; N  
158.34 FT; S 88^30'00" W 156.19 FT; N 87.43 FT; N 88^30'00"  
E 477.04 FT TO BEG. 1.74 AC M OR L. LESS SUITES. (BEING THE  
COMMON AREA FOR HIGHLAND PARK PLAZA II CONDO).

66

PFKEYS: 1=RXPH 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=VTBK 11=RXPN 12=PREV

**EXHIBIT B**

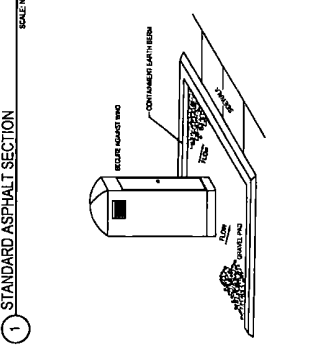
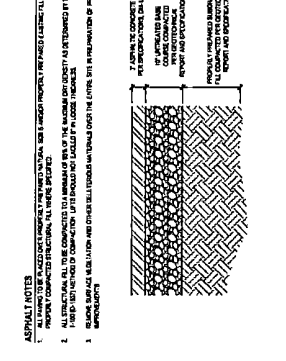
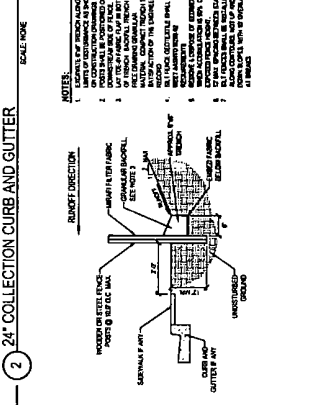
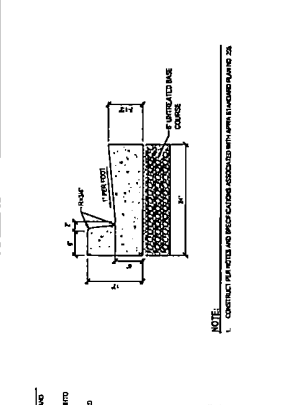
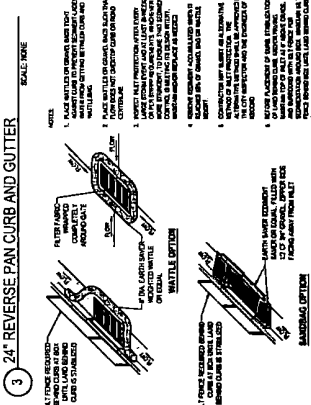
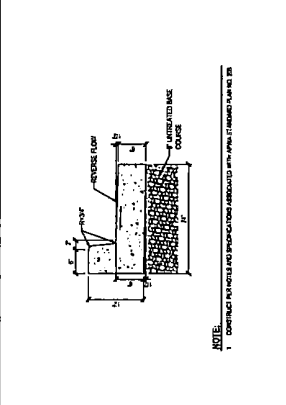
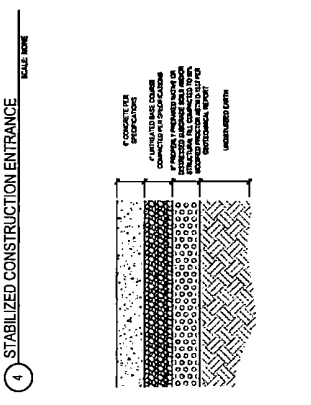
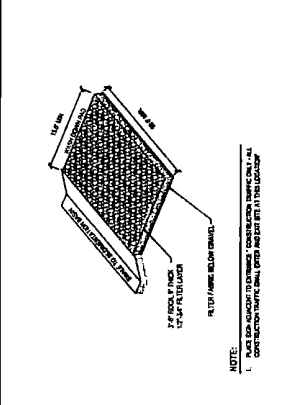
**Brickcreek Apartments**  
3098 South Highland Drive

**STORM WATER MANAGEMENT PLAN**  
**with Best Management Practices**

- Paved at grade and structured parking areas as well as driveways shall be kept free of dirt and debris to prevent migration of said dirt and debris into the storm drain collection system.
- The amenity areas shall also be kept free of dirt and debris to prevent migration of said dirt and debris into the storm drain collection system.
- The two storm drain boxes being installed just prior to the underground detention system and the at grade storm drain detention area will be installed with snouts and a 3-foot-deep sump area in the bottom of each box. This will allow the debris in the storm water to settle out and remain in the sump provided in the bottom of the box.
- Storm Drain Facilities: Such as storm drain boxes, piping, Storm Tech chamber isolator row and the surface detention area shall be cleaned by the appropriate methods on an as needed basis (not longer than every two years) to prevent the migration of materials downstream to other systems.
- No washing of Vehicles shall be allowed on site.
- Chemicals used on site will be typical of residential use and will be stored inside in order to avoid exposure to storm water runoff.
- Waste generated on site will be typical of residential use and will be collected weekly by a private company.
- Landscape Maintenance: Fertilizers used will be typical for the area and use. Care will be taken to avoid over watering and over fertilization. During the growing season landscaping will be maintained on a weekly basis or as needed. trimmings and debris shall be disposed of properly.
- Owners Association to be responsible for the condition of the Site and shall post educational materials to remind tenants to be responsible and to educate them on proper handling and care of any materials that could be a pollution source.



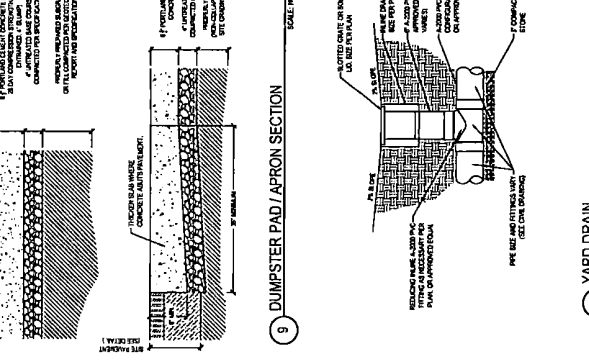
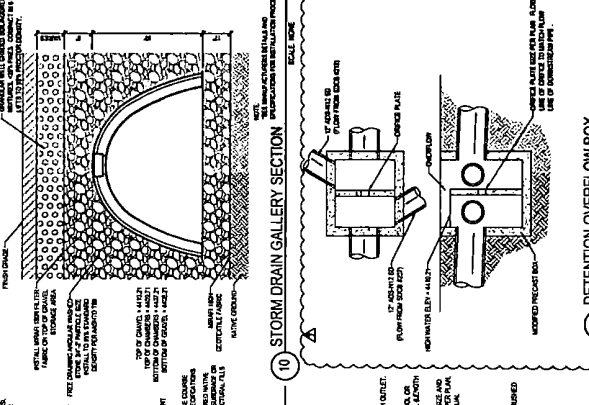




NO.	DATE	DESCRIPTION
1	8/9/2017	ISSUE DATA
2	8/7/17	DRAINAGE REVISION

**StormTech**  
 SC-740 Chamber  
 Stormwater Management

**StormTech SC-740 Chamber**  
 Designed to meet the most stringent industry standards for stormwater management. The StormTech SC-740 Chamber is a precast concrete chamber with a built-in silt trap and sedimentation tank. It is designed to capture and settle sediment and debris from stormwater runoff before it enters the stormwater system.



13 STORMTECH SC-740 CHAMBER  
 12 DETENTION OVERFLOW BOX  
 11 YARD DRAIN  
 SCALE: NONE