



MAGNA METRO TOWNSHIP

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Magna, UT 84044

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Book - 11110 Pg - 7635-7656
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
IVORY HOMES
978 E WOODOAK LANE
SLC UT 84117
BY: CBA, DEPUTY - WI 22 P.

When recorded, mail to:

Greater Salt Lake Municipal Services District
FBO Magna Metro Township
2001 South State Street N3-600
Salt Lake City, Utah 84190

Affects Parcel No(s): 14281260370000, 14281260380000

STORMWATER MAINTENANCE AGREEMENT

This Stormwater Maintenance Agreement (this "Agreement") is made and entered into this ____ day of _____, _____, by and between Magna Metro Township, a municipal corporation of the State of Utah (the "Municipality"); and IVORY DEVELOPMENT, LLC (the "Owner").

RECITALS

WHEREAS, the Municipality is authorized and required to regulate and control the disposition of storm and surface waters within the Municipality, as set forth in the Municipality 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 (the "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 (the "Property"), which property is subject to regulation by Municipality as laid out above; 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 facilitate these anticipated changes, the Owner desires to build and maintain, at Owner's expense, storm and surface water management facilities, including structures, improvements, and/or vegetation to control the quantity and quality of the storm water (the "Stormwater Facilities"); and

WHEREAS, the Stormwater Facilities are shown in the final site plan or subdivision approved for the Property, in any related engineering drawings, and in any amendments thereto, which plans and drawings are on file in the office of the Municipality's agent's Planning and Development Services Division, and are hereby incorporated herein by this reference (the "Development Plan"); and

WHEREAS, a detailed description of the Stormwater Facilities, which includes the operation and routine maintenance procedures required to enable the Stormwater Facilities to perform their designed functions (the "Stormwater Management Plan"), is attached hereto as Exhibit "B" and is incorporated herein by this reference; and

WHEREAS, as a condition of the Development Plan approval, and as required by the Jordan Valley Municipalities Permit No. UTS000001 ("UPDES 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.

AGREEMENT

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the Municipality's approval of the Stormwater Maintenance Plan through its agent, County, 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 Plan, specifications, and any amendments thereto which have been approved by the Municipality or its agent.

SECTION 2

Maintenance of Stormwater Facilities. The Owner shall, at its sole cost and expense, operate and maintain the Stormwater Facilities in strict accordance with the Stormwater Maintenance Plan. Owner's maintenance obligations shall be limited to structures, systems, and appurtenances on Owner's land, including all system and appurtenance built to convey stormwater, as well as all structures, improvements, and vegetation provided solely to control the quantity and quality of the stormwater. 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. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to Municipality's agent 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, of each year and shall be in a form acceptable to the Municipality's agent.

SECTION 4

Oversight Inspection Authority. The Owner hereby grants permission to the Municipality, 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 Municipality or its agent. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are adequately maintained, are continuing to perform in an adequate manner, and are in compliance with all applicable laws, regulations, rules, and ordinances, as well as the Stormwater Maintenance Plan.

SECTION 5

Notice of Deficiencies. If the Municipality or its agent finds the Stormwater Facilities contain any defects or are not being maintained adequately, the Municipality or its agent shall send the Owner written notice of the defects or deficiencies and provide the Owner with reasonable time to cure such defects or deficiencies, as provided in the Municipality's Ordinances Section 17.22. 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 Municipality or its agent within the required cure period to ensure the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.

SECTION 7

Corrective Action. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the Municipality and its agent, the Municipality or its agent may proceed with any enforcement mechanism provided in Municipality Ordinance Section 17.22. The Municipality or its agent may also give written notice that the Stormwater Facilities will be disconnected from the Municipality's municipal separate storm sewer system. Any damage resulting from the disconnected system will be the Owner's responsibility. It is expressly understood and agreed that neither the Municipality nor its agent are under any obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the Municipality or its agent. The actions described in this Section are in addition to and not in lieu of the legal remedies available to the Municipality 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 Municipality or its agent, 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 the Municipality's municipal separate storm sewer system, the Owner shall reimburse the Municipality or its agent upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the Municipality or its agent. 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 the Municipality or its agent in collection of delinquent payments. The Owner hereby authorizes the Municipality or its agent to assess any of the above-described costs, if remained unpaid, by recording a lien against the Property.

SECTION 9

Successors and Assigns. This Agreement shall be recorded in the office of the County Recorder 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 Agreement shall not be affected thereby.

SECTION 11

Utah Law and Venue. This Agreement shall be interpreted under the laws of the State of Utah. Suits for any claims or for any 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 Municipality or its agent. The Owner hereby agrees to indemnify and hold the Municipality and its officers, employees, agents and representatives from and against all actions, claims, lawsuits, proceedings, liability, damages, losses, and expenses (including attorneys' fees and court costs) that result from the performance of this agreement, but only to the extent the same are caused by any negligent or wrongful act or omissions of the Owner, and the Owner's officers, employees, agents, and representatives.

SECTION 13

Amendments. This Agreement shall not be modified except by written instrument executed by the Municipality and the owner of the Property at the time of modification, and no modification shall be effective until recorded in the office of the County Recorder.

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 this Agreement.

SECTION 15

Notices. All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

To Municipality: Magna Metro Township
8952 W Magna Main St
Magna, UT 84044

With Copies to: Greater Salt Lake Municipal Services District
2001 S State St #N3-600
Salt Lake City, UT 84190

To Owner: IVORY DEVELOPMENT, LLC
978 EAST WOODRACK LANE
SLL, UT 84117

EXHIBIT A

All parcels of:
GABLER'S GROVE PHASE 2

LOCATED IN THE SW1/4 OF SECTION 21 AND NW1/4 OF SECTION 28,
TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN

EXHIBIT B

Long Term Stormwater Management Plan

for:

Gabler's Grove Phase 2
2820 South 7825 West
Magna, UT, 84044

PURPOSE AND RESPONSIBILITY

As required by the Clean Water Act and resultant local regulations, including Magna Municipal Separate Storm Sewer Systems (MS4) Permit, those who develop land are required to build and maintain systems to minimize litter and contaminants in stormwater runoff that pollute waters of the State.

This Long-Term Stormwater Management Plan (LTSWMP) describes the systems, operations and the minimum standard operating procedures (SOPs) necessary to manage pollutants originating from or generated on this property. Any activities or site operations at this property that contaminate water entering the City's stormwater system and generate loose litter must be prohibited, unless SOPs are written to manage those activities or operations, and amended into this LTSWMP.

The Ritter Canal and Great Salt Lake are impaired but do not have a TMDL. The LTSWMP is aimed at addressing these impairments in addition to all other pollutants that can be generated by this property.

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SECTION 1: SITE DESCRIPTION, USE AND IMPACT

The site infrastructure and operations described in this Section are limited at controlling and containing pollutants and if managed improperly can contaminate the environment. The LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the limitations of the site infrastructure. The property manager must use good judgment and conduct operations appropriately, doing as much as possible indoors and responsibly managing operations that must be performed outdoors.

Impervious Areas, Sidewalk and Patio

Any sediment, leaves, debris, spilt fluids or other waste that collects on the sidewalks, streets, and in the gutters will be carried by runoff to our storm drain inlets. This waste material will settle in our storm drain system increasing maintenance cost and solid and dissolved waste in our runoff and can pass through our system ultimately polluting the Ritter Canal and Great Salt Lake. Maintenance involves regular sweeping, but it can also involve pavement washing to remove stains, slick spots and improve appearance when necessary.

Storm Drain System

The private, rear lot storm drain inlets direct lot runoff to the public storm drain system and to the detention ponds. Outfall storm water from the detention ponds passes through a stormwater treatment unit, between the large detention pond and Ritter Canal, that is designed to capture floating material and heavier sediment particles, but does not trap suspended or dissolved pollutants, before discharging into the Ritter Canal. This device is susceptible to bypass and scour during large storm events and the dissolved pollutants will pass through and the Ritter Canal and Great Salt Lake. Also, our stormwater treatment system holds water that can breed mosquitoes. It is important to regularly maintain this system to protect the Ritter Canal and Great Salt Lake and prevent mosquito breeding. Use our Storm Drain Maintenance SOP to manage our storm drain system responsibly.

Landscaping

Our landscape operations can result in grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides and other pollutants to fall or be left on our paved areas. This waste material will settle in our storm drain system increasing maintenance cost and solid and dissolved waste in our runoff and can pass through our storm drain system ultimately polluting the Ritter Canal and Great Salt Lake. The primary pollutant impairing the Ritter Canal and Great Salt Lake is organic material so it is vital that our rear lot inlets and paved areas with direct connection to the City storm drain systems remain clean of landscape debris.

Waste Management

Our trash receptacles with lids are intended to prevent precipitation exposure minimizing liquids that can leak to pavements and from haul trucks. Lids will also prevent the light weight trash carried off by wind. Good waste management systems, if managed improperly, can become the source of the very pollution that they were intended to control.

Utility System

The air conditioner units for each home contains oils and other chemicals that can harm the Ritter Canal and Great Salt Lake if allowed to drain off our property.

Snow and Ice Removal Management

Salt is a necessary pollutant and is vital to ensuring a driving surfaces and pedestrian walkways. However, the snow removal operations, if improperly managed, will increase our salt impact to our own vegetation and local water resources.

SECTION 2: TRAINING

Ensure that all employees and maintenance contractors know and understand the SOPs specifically written to manage and maintain the property. Maintenance contractors must use the stronger of their Company and the LTSWMP SOPs. File all training records in Appendix C.

SECTION 3: RECORDKEEPING

Maintain records of operation and maintenance activities in accordance with SOPs. Mail a copy of the record to _____ annually.

SECTION 4: APPENDICES

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

APPENDIX A – SITE DRAWINGS AND DETAILS

APPENDIX B – SOPs

Spill Containment/Clean-up:

Timing: In the event of a fuel, oil, or chemical (including herbicides, pesticides and fertilizers) spill, timely clean-up is important for protection of the storm water system. All spills must be cleaned up immediately.

Procedure: All workers and/or supervisors shall be familiar with these Standard Operating Procedures (SOP's), and shall have the tools and materials needed for spill containment and clean-up available at all times. Never wash spills to the storm drain system! Use dry clean-up methods such as absorbent materials, broom and shovel, and vacuum operations. After dry cleanup, washing with soap & water may be needed. Soap & water clean-up must also be absorbed with dry clean-up methods and vacuuming operations.

Disposal: Liquid waste from surface cleansing of petroleum/chemical spills including but not limited to gasoline, oils, pesticides, fertilizers, antifreeze, etc. may be disposed to the sanitary sewer system if waste amounts are small and diluted with water, however the preferred method of disposal is to absorb the spill material onto rags or paper towels and finish the clean-up by washing the spill area with detergent which would then also be absorbed onto rags or paper towels. Typically, absorbent materials and sweepings may be disposed of in the onsite dumpster or in a landfill. Larger quantities of contaminants or contaminants in liquid form may not be disposed of in the onsite dumpster. Rather, they must be disposed of in approved hazardous waste receptacles off-site such as those provided by the Salt Lake Valley Hazardous Waste Disposal facility located at 6030 West California Ave. If there is any question in the mind of the operator as to the appropriate disposal method, he or she must contact the receiving landfill to see if they will accept the waste in question.

Landscaping and Mowing Clean-up:

Timing: Clean-up of plant matter and debris should be accomplished after mowing in order to reduce the chance of wind and water carrying the material to the storm water system. A cover shall be placed over the storm drain inlets adjacent to mowing operations or spraying operations in order to keep clippings and chemical spray out of the storm drain system.

Procedure: All workers and/or crews shall have the clean-up tools necessary to accomplish the clean-up work. Never sweep or blow plant matter or debris to the storm drain system, the parking area or the street! Sweep, rake or blow the materials into piles to be picked up thoroughly, and disposed of immediately. Never leave bags open, and never leave them overnight.

Disposal: All solid waste shall be disposed of in the landfill. Plant matter may be mulched and/or composted in an acceptable manner. When hauling to the landfill, loads shall be covered in such a manner as to prevent plant matter or debris from blowing out of the vehicle.

Landscaping Maintenance:

Timing: Irrigation must be timed to adequately water the landscape and keep it alive not only for aesthetic reasons, but also to reduce erosion of the soils and to keep plant debris to a minimum. Watering heads and watering patterns must be checked weekly for proper operation and to ensure that broken heads are replaced promptly in order to minimize water waste and soil erosion. Lawn areas must be mown weekly to ensure healthy turf and that sprinkler heads are able to spray

above the grass. Fertilizers, herbicides and pesticides must be used judiciously but with sufficient frequency to maintain healthy landscaping growth.

Procedure: Care must be taken not to over-apply fertilizer, herbicides and pesticides, and to sweep/clean up excess fertilizer if accidentally over-applied or spilled. Care must also be taken not to fuel mowing equipment or to fill herbicide or pesticide sprayers where they could spill into the storm drain system or onto the parking lot where it could be washed into the storm drain system.

Storm Drain System Cleaning and Maintenance:

Procedure: It is important to storm water quality that the storm drain system be cleaned before sediment or debris build-up compromises the ability of the system to separate the water from the solids. The main system components involved in this separation are the sumps in the bottom of each area drain, the detention ponds and the oil/sand separator that the storm water passes through prior to discharging into the Ritter Canal.

Cleaning:

- The private rear-lot storm drain system(s) will collect debris that can prevent the system from conveying storm water to the public drainage system within the public rights-of-way. To prevent pollutants entering the public system and to ensure the system doesn't get clogged, periodic visual inspection and cleaning of the system is required. Cleaning for these small structures is best accomplished with a wet/dry shop vacuum or by hand. No matter what method is used it must be done when there is no precipitation that would tend to wash the agitated water with sediment load into the outlet pipe. All storm drain structures should be inspected for sediment and debris build-up quarterly for the first year, and at least once a year thereafter.
- The detention ponds will collect debris conveyed with storm water and carried by wind. The flared end sections at the outlet of each pond have trash grates that will trap debris that is too large to pass through the grate. The trash grates will need to be cleared of accumulated debris to ensure proper discharge of storm water. Debris within the basin shall be cleared at the same time the trash grates are cleared. All storm drain structures should be inspected for sediment and debris build-up quarterly for the first year, and at least once a year thereafter.
- The precast oil/sand separator structure should be inspected within the first 6 months of operation. If it is determined that the structure needs to be cleaned the sand and debris within the structure should be removed. If excessive amounts of sand and debris are found within the first six months, more frequent inspections should be completed to determine the required frequency of regular inspections and cleanings. A vacuum truck could be the preferred cleaning method.

Disposal: Material removed from the storm drain structures must be disposed of in a landfill.

APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

