### When recorded, mail to:

Salt Lake County 2001 South State St N600 Salt Lake City, Ut 84190-4050 12288943 05/27/2016 03:24 PM \$44.00 Book - 10436 Ps - 1768-1785 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH MILLCREEK COVE APTS LLC 4873 S STATE ST SALT LAKE CITY UT 84107 BY: TJP, DEPUTY - WI 18 P.

Affects Parcel No(s):	

# STORMWATER MAINTENANCE AGREEMENT

### RECITALS

WHEREAS, the 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 (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"); 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 "Storm water Facilities"); and

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

WHEREAS, a detailed description of the Storm water Facilities, which includes the operation and routine maintenance procedures required to enable the Storm water Facilities to perform their designed functions (the "Storm water Maintenance 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 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 the County's 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 Plan, specifications, and any amendments thereto which have been approved by the County.

### **SECTION 2**

Maintenance of Storm water Facilities. The Owner shall, at its sole cost and expense, operate and maintain the Storm water Facilities in strict accordance with the Storm water Maintenance Plan.

### **SECTION 3**

Annual Maintenance Report. The Owner shall, at its sole cost and expense, inspect the Storm water Facilities and submit an inspection report and certification to the 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 in a form acceptable to the County.

### **SECTION 4**

Oversight Inspection Authority. The Owner hereby grants permission to the 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 the County. The purpose of the inspection shall be to determine and ensure that the Storm water Facilities are adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Storm water Maintenance Plan.

### **SECTION 5**

Notice of Deficiencies. If the County finds the Storm water Facilities contain any defects or are not being maintained adequately, the County shall send the Owner written notice of the defects or deficiencies and provide the Owner with 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 the County within the required cure period to ensure the Storm water 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 Storm water Facilities in good working condition acceptable to the County, after due notice of deficiencies as provided in Section 5, the County may issue a Citation punishable as a Misdemeanor. The County may also give written notice that the Storm water Facilities will be disconnected from the County'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 the 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 the County. The actions described in this Section are in addition to and not in lieu of the legal remedies available to the 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 the 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 the County's municipal separate storm sewer system, the Owner shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the 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 the County in collection of delinquent payments.

### **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 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. 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 County. The Owner hereby agrees to indemnify and hold the County and its officers, employees, agents and representatives harmless from and against all liability, loss, damage, costs, or expenses, including attorneys' fees and court costs arising from, or as a result of, any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person by the construction, existence, maintenance, or failure of the Storm water Facilities.

### **SECTION 13**

Amendments. This Agreement shall not be modified except by written instrument executed by the County 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.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties have signed and subscribed their names hereon and have caused this Agreement to be duly executed as of the day and year first set forth above.

OWNER
By: Kindry Jong Title: Menber
By: Title:
STATE OF UTAH )
county of salt lake )
The above instrument was acknowledged before me by, this, 20
[SEAL] NOTARY PUBLIC Residing in Salt Lake County
Notary Public State of Ulah My Commission Expires on: March 25, 2018 Comm. Number: 675593  By: Mayor ox Designee
STATE OF UTAH )
:ss. COUNTY OF SALT LAKE )
On this \( \begin{aligned} \lambda day of \( \sum \) \\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
[SEAL]  BRITTANY HOWELL Notary Public State of Utah My Commission Expires on: April 1, 2020 Comm. Number: 688266  APPROVED AS TO E

Page 5 of 5

APPROVED AS TO FORM
District Attorney's Office

By: Mylla Lane
Attorney

ANGELA D. LANE

BK 10018698 1116 2016

## COMBINED LEGAL DESCRIPTION

[PARCEL #16-31-378-011, 16-31-378-010 & 16-31-378-009]

A PARCEL OF LAND LOCATED IN SECTION 31, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, ALSO BEING IN LOT 8, BLOCK 7 TEN ACRE PLAT "A" BIG FIELD SURVEY, SALT LAKE COUNTY, UTAH AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8, FROM WHICH THE NORTHWEST CORNER OF LOT 9 OF SAID BLOCK 7 BEARS NORTH 00° 01' 11" EAST 574.15 FEET;

THENCE SOUTH 00° 01' 11" WEST 57.75 FEET ALONG THE WEST LINE OF SAID LOT 8 TO A 5/8" REBAR WITH CAP LABELED, "A.A. HUDSON, PLS 375041" SET ON THE NORTHWEST CORNER OF HEATHER RIDGE CONDOMINIUMS AS RECORDED UNDER ENTRY NUMBER 3296126 IN THE OFFICIAL RECORD OF SALT LAKE COUNTY:

THENCE SOUTH 89° 59' 46" EAST 232.99 FEET ALONG THE NORTH LINE OF SAID HEATHER RIDGE CONDOMINIUMS TO A LEAD PLUG SET IN CONCRETE;

THENCE NORTH 00° 00' 14" EAST 1.50 FEET ALONG SAID NORTH LINE TO A 5/8" REBAR WITH CAP;

THENCE SOUTH 89° 59' 46" EAST 22.00 FEET ALONG SAID NORTH LINE TO A 5/8" REBAR WITH CAP SET ON THE WEST LINE OF PARCEL NUMBER 16-31-453-003 IN THE OFFICIAL RECORDS OF SALT LAKE COUNTY AS SHOWN ON RECORD OF SURVEY 03-02-0166;

THENCE NORTH 00° 30' 42" EAST 55.90 FEET ALONG SAID WEST LINE TO A CORNER ESTABLISHED BY RECORD OF SURVEY 03-02-0166;

THENCE NORTH 89° 58' 00" EAST 123.64 FEET ALONG SAID SURVEY TO A 5/8" REBAR WITH CAP LABELED, "A.A. HUDSON, PLS 375041;

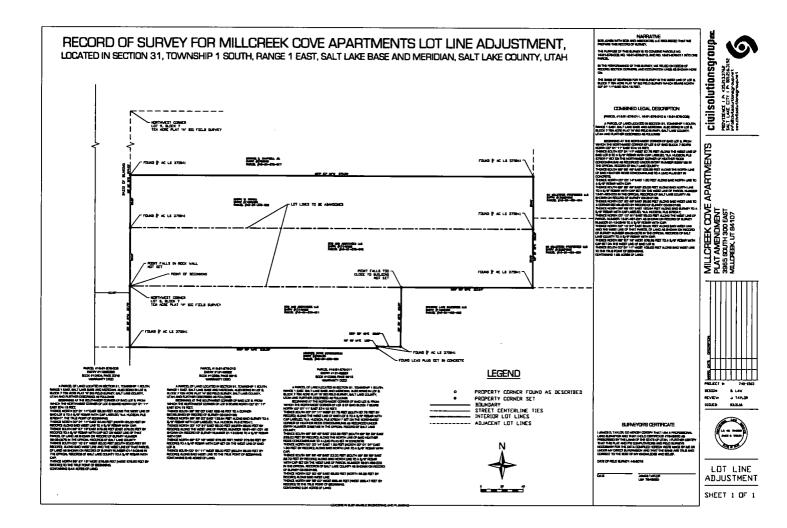
THENCE NORTH 00° 10° 31" EAST 55.00 FEET ALONG THE WEST LINE OF PARCEL NUMBER 16-31-451-031 AS SHOWN ON RECORD OF SURVEY NUMBER 01-12-0846 TO A 5/8" REBAR WITH CAP:

THENCE NORTH 00° 10' 31" EAST 50.00 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THAT PARCEL OF LAND AS SHOWN ON RECORD OF SURVEY NUMBER 99-09-0675 IN THE OFFICIAL RECORDS OF SALT LAKE COUNTY TO A 5/8" REBAR WITH CAP;

THENCE NORTH 89° 57' 16" WEST 379.38 FEET TO A 5/8" REBAR WITH CAP SET ON THE WEST LINE OF SAID LOT 9;

THENCE SOUTH 00° 01' 11" WEST 105.00 FEET ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.25 ACRES OF LAND.





# LONG-TERM INSPECTION AND MAINTENANCE PLAN OF STORMWATER MANAGEMENT STRURCTURES



Project:

Millcreek Cove Apartments

3965 South 300 East Millcreek, UT 84107

Prepared by:

Civil Solutions Group

254 South 600 East, Suite 104 Salt Lake City, UT 84102

801.216.3192

Developer:

Millcreek Cove Apartments, LLC

Attention: Bob Jones, Project Coordinator

4873 South State Street Salt Lake City, UT 84107

801.231.3182

The purpose of the stormwater inspection and maintenance plan is to control operations at Millcreek Cove Apartments in order to minimize pollutants in both stormwater and non-stormwater runoff. This integrated plan describes how the site design reflects the best stormwater management practices. Stormwater is considered earlier in the design process in order to minimize stormwater control systems by utilizing site features to control the stormwater. Integrated stormwater plans benefit developer, environment, and community.

There are multiple environmental benefits that are a result of integrating stormwater systems into the site design:

- 1. Cleaner and cooler runoff delivered to local creeks and rivers
- 2. Cleaner and cooler air due to protected and added trees to the site including the addition of other vegetation and limiting impervious surfaces
- 3. Increased habitat for local wildlife

In addition to environmental benefits, a properly designed stormwater system improves the quality of life for tenants, surrounding businesses, and nearby residents. The integrated approach to stormwater management allows for engineers and landscape architects to work together in order to encompass a design that not only serves a purpose but is aesthetically pleasing. These systems also bring added value when the purpose and operation is explained to those maintaining or those living in the area.

Stormwater design targets stopping pollution at the source. This practice significantly increases the quality of water entering the larger system, whether the stormwater is being discharged from the site or naturally percolated. The stormwater design is planned solely for controlling the stormwater and contaminants known to be produced from the site. Any other activities or site operations that could possibly contaminate water entering the stormwater system must be prohibited.

### System Design:

The Millcreek Cove Apartments incorporates both engineered stormwater design and landscape filtration techniques. Listed below are the specific design implantations used to control stormwater throughout the entire site.

### Engineering Design

- 1. Two retention ponds designed for the 100-year storm event
- 2. Oil separator which filters runoff water from parking garage. Runoff water from garage designed to enter sewer system rather than stormwater system.
- 3. 10" HDPE stormdrain pipe
- 4. 8" HDPE stormdrain pipe
- 5. 6" HDPE stormdrain pipe
- 6. Low-impact development curb cut
- 7. Site grading retains all water on-site

### ➤ Landscape Design

- 1. Lawn area prevents erosion and filters stormwater
- 2. Rock bottom in retention ponds to prevent erosion and allow stormwater infiltration
- 3. Riparian shrubs and grasses to filter stormwater and stabilize soil

# Appendices:

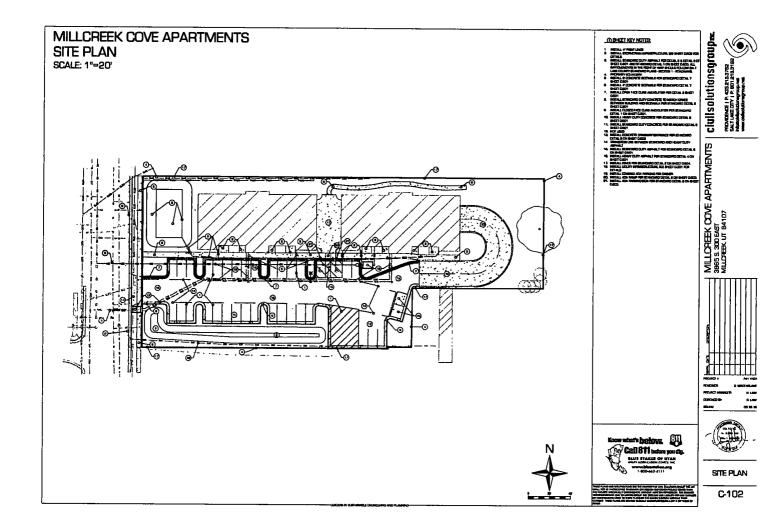
Appendix A: Site Plan

Appendix B: Permanent Maintenance Tasks and Schedule

Appendix C: Inspection, Maintenance, and Correction Report

Appendix A

civilsolutionsgroup<sub>inc.</sub>



Appendix B

					Perma	nent Mair	tenance Ta	sks and Sch	edule					
Tasks	Impervious Surfaces	Storm Sewer System	Storm Sewer Cleanouts	Landscaped Areas		Cetch Besin Sumps	والمناز بالمحادثات	Outflow Control Structures	Die Die	Storm Detention Areas	Storm Retention Areas	Water Quality Unit	Overflow System	Inspection Schedule
Inspect for sediment secumulation	x	x	×		ж			ж	×		×			Quarterly
Removal of sediment accumulation	×	×	x		x			ж	ж		ж			Every 2 year as needed
Inspect and cleaning for floatables and debtis					×			×			х			Quarterly
Inspection for erosion				х	ж						ж		_	Quarterly
Re-establish permanent vegetation				x	x						×	· · - ·		As needed
Replacement of stone									x	_	×			Every 3-5 years as needed
Clean impervious surfaces	x										ж	_		Semi annually
Mowing				ж	×				_		ж			As needed
Make edjustments as determined by annual wet weather inspection			7.	×	•		,	ж			ж			As needed
Keep records of all inspections and maintenance activities			·-							~.				As needed
Roto-till or cultivate surface				×	×					_	x			After 48 hours not draining
Sediment removal from swale					ж									When not functioning

Millcreek Co	ve Apar	tments
	May 13	. 2016

Appendix C

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# SMP INSPECTION, MAINTENANCE AND CORRECTION REPORT

Inspection Frequency	Operation/Program	Action Type (Inspection / Maintenance)  Action Type (Inspection / Maintenance) Performed)		Report: (inspection and corrections results)		
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