

When recorded, mail to:

millcreek Garden Townhomes LLC
1042 Fort Union Blvd. #226
Midvale, UT 84047

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

Affects Parcel No(s): 22-06-253-020; 22-06-253-021; 22-06-253-032
22-06-253-033; 22-06-253-034; 22-06-253-054

**STORMWATER
MAINTENANCE AGREEMENT**

This Storm water Maintenance Agreement ("Agreement") is made and entered into this day of 20, of September 2013, by and between Salt Lake County, a Utah municipal corporation ("County"), and a Millcreek Gardens HOA, Inc ("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

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10/10/2013 11:29 AM \$31.00
Book - 10184 Pg - 3492-3500
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MILLCREEK GARDEN TOWNHOMES LLC
1042 FT UNION BLVD #226
MIDVALE UT 84047
BY: ZM, DEPUTY - W 9 P.

Ent 11739535 BK 10184 PG 3492

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 "8" 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 20, day September of 2013

PROPERTY OWNER

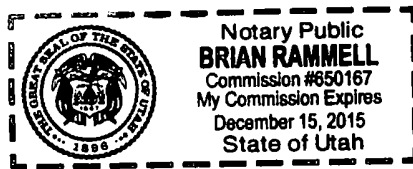
By: Greg Larsen  Title: Managing member
By: _____ Title: _____

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

The above instrument was acknowledged before me by Greg Larsen Managing member of Millcreek Garden Townhomes, LLC, this 20 day of Sept, 2013.



Notary Public
Residing in: Salt Lake
My commission expires: 2015



SALT LAKE COUTNY

By: _____ Date: _____
Mayor or Mayor Designee

Attest: _____
County Recorder

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

The above instrument was acknowledged before me by _____, this _____ day of _____, 20 _____.

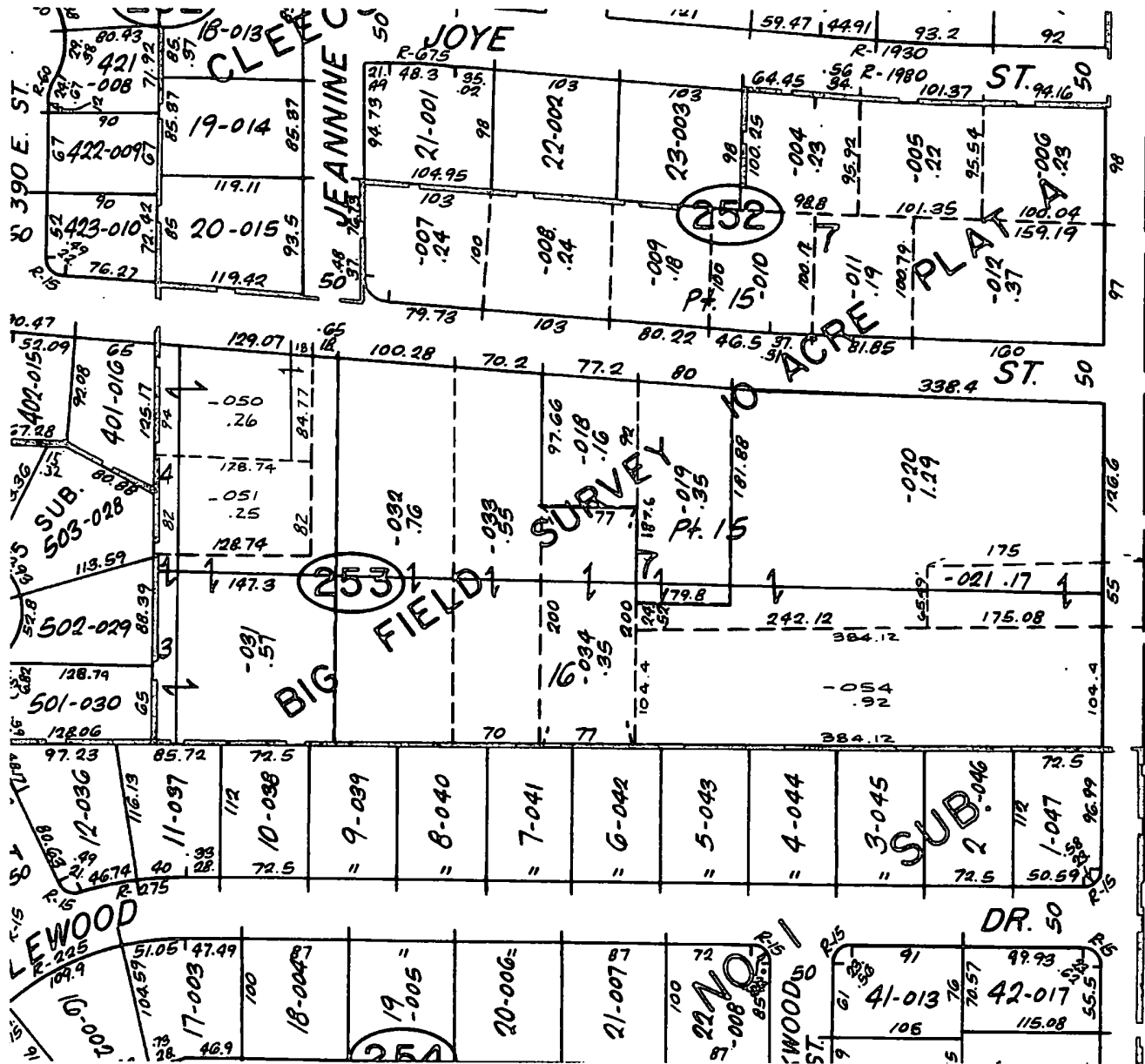
Notary Public
Residing in: _____
My commission expires: _____

Attachments:

Exhibit A (Plat and Legal Description)

Exhibit B (Stormwater Maintenance Plan)

Exhibit A



22-6-22

Exhibit A

Tax Parcel No. 22-06-253-020-0000

Beginning 355.4 feet South from the Southeast corner of Lot 2, Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 126.6 feet; thence North 85°45' West 338.4 feet; thence South 181.88 feet; thence West 79.8 feet; thence South 24.52 feet; thence East 242.12 feet; thence North 49.65 feet; thence East 175 feet to the point of beginning.

Excepting that portion that lies within the bounds of 500 East Street.

Tax Parcel No. 22-06-253-021-0000

Beginning 355.4 feet South from the Southeast corner of Lot 2, Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 55 feet; thence North 88°15' West 175.08 feet; thence North 49.65 feet; thence East 175 feet to the point of beginning.

Excepting that portion that lies within the bounds of 500 East Street on the East.

Tax Parcel No. 22-06-253-032-0000

Commencing 514.8 feet South and 564.2 feet West from the Southeast corner of Lot 2, Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence West 100 feet; thence North 335.1 feet more or less to center of road; thence South 85°45' East 100.28 feet; thence South 327.67 feet to beginning.

Tax Parcel No. 22-06-253-033-0000

Commencing 514.8 feet South and 494.2 feet West from the Southeast corner of Lot 2, Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence West 70 feet; thence North 327.67 feet; thence South 85°45' East 70.2 feet; thence South 322.67 feet to beginning.

Tax Parcel No. 22-06-253-034-0000

Commencing 514.8 feet South and 417.2 feet West from the Southeast corner of Lot 2, Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence West 77 feet; thence North 200 feet; thence East 77 feet; thence South 200 feet to beginning.

Less and except from all Parcels any portion lying within the bounds of Doreen Street.

Tax Parcel No. 22-06-253-054-0000

Beginning at the Northeast corner of Lot 1, CARMEL PARK NO. 1 SUBDIVISION, as recorded and on file in the Office of the Salt Lake County Recorder, said point being North 0°03'15" West 137.00 feet along the monument line to the Northeast corner of said subdivision and West 33.00 feet along the North line of said subdivision from a Salt Lake County Survey monument in the intersection of 500 East Street and Bridlewood Drive (4355 South), the basis of bearing being the center line of 500 East Street using a bearing of North 0°03'15" West, and running thence West 384.12 feet along the North line of said subdivision; thence North 0°03'18" West 104.40 feet; thence East 384.12 feet to the West line of 500 East Street; thence South 0°03'15" East 104.40 feet along the East line of said 500 East Street to the point of beginning.

Exhibit B

Post Construction Storm Water Management Plan

Millcreek Gardens P.U.D.
4310 South 500 East
Salt Lake County, Utah

Residential Best Management Practices (BMPs) are those measures and/or practices to be maintained by the property owner, homeowners association or operator to prevent illicit discharges, pollutants and other contaminants from entering the onsite retention system. These measures and practices are to be implemented upon completion of construction activities, to be conducted and maintained in perpetuity and will typically address the following:

- Inspection and cleaning of Stormtech underground retention system – Stormtech: “At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition. If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3 inches throughout the length of the Isolator Row, clean-out should be performed.”
- Road area cleaning and sweeping - Road is to be cleaned and swept at least semi-annually to prevent pollutants from entering the storm drain system.
- 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.
- Landscape maintenance – Owner/Homeowners Association is responsible for general landscape maintenance. The landscape maintenance will consist primarily of watering and maintenance.
- Employee training - Owner/Homeowners Association is to provide or require training in storm water quality management and required BMPs.
- Record of inspection, maintenance and training activities - These shall 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 county annually, or more frequently as may be deemed necessary.

The objectives of the plan are to:

1. Control soil erosion
2. Control discharge of sediment into storm drainage facilities or off-site
3. Prevent illicit discharge into on-site soils or into storm drainage facilities.

If the objectives of the plan are not being met, the site operator or owner shall make adjustments to the plan as needed to accomplish its purposes.