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Book - 10403 Pg - 7406-7412  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CO PLANNING & DEVELOPMENT  
SUITE N3600  
BY: TRP, DEPUTY - MI 7 P.

**When recorded, mail to:**

Salt Lake County  
2001 South State St N3-600  
Salt Lake City, Ut 84190-4050

Affects Parcel No(s): 22-06-253-0691

**STORMWATER  
MAINTENANCE AGREEMENT**

This Storm water Maintenance Agreement (this "Agreement") is made and entered into this 17<sup>th</sup> day of Feb, 2016, by and between Salt Lake County, a body corporate and politic of the State of Utah ( the "County"); and Milkcreek Garden Estates Property Owners Assoc. (the "Owner").

**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

LEGAL DESCRIPTION  
NOT ATTACHED  
CO RECORDER

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.

Owner's maintenance obligations shall be limited to structures, systems, and appurtenances on Owner's land, including all system and appurtenance built to convey storm water, as well as all structures, improvements, and vegetation provided solely to control the quantity and quality of the storm water. 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.** 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. The Owner hereby authorizes the County 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 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]

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: James W. Miller  
Title: President

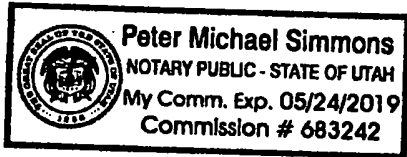
By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

The above instrument was acknowledged before me by James W. Miller,  
this 17<sup>th</sup> day of FEBRUARY, 20 16.

[Signature]  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County

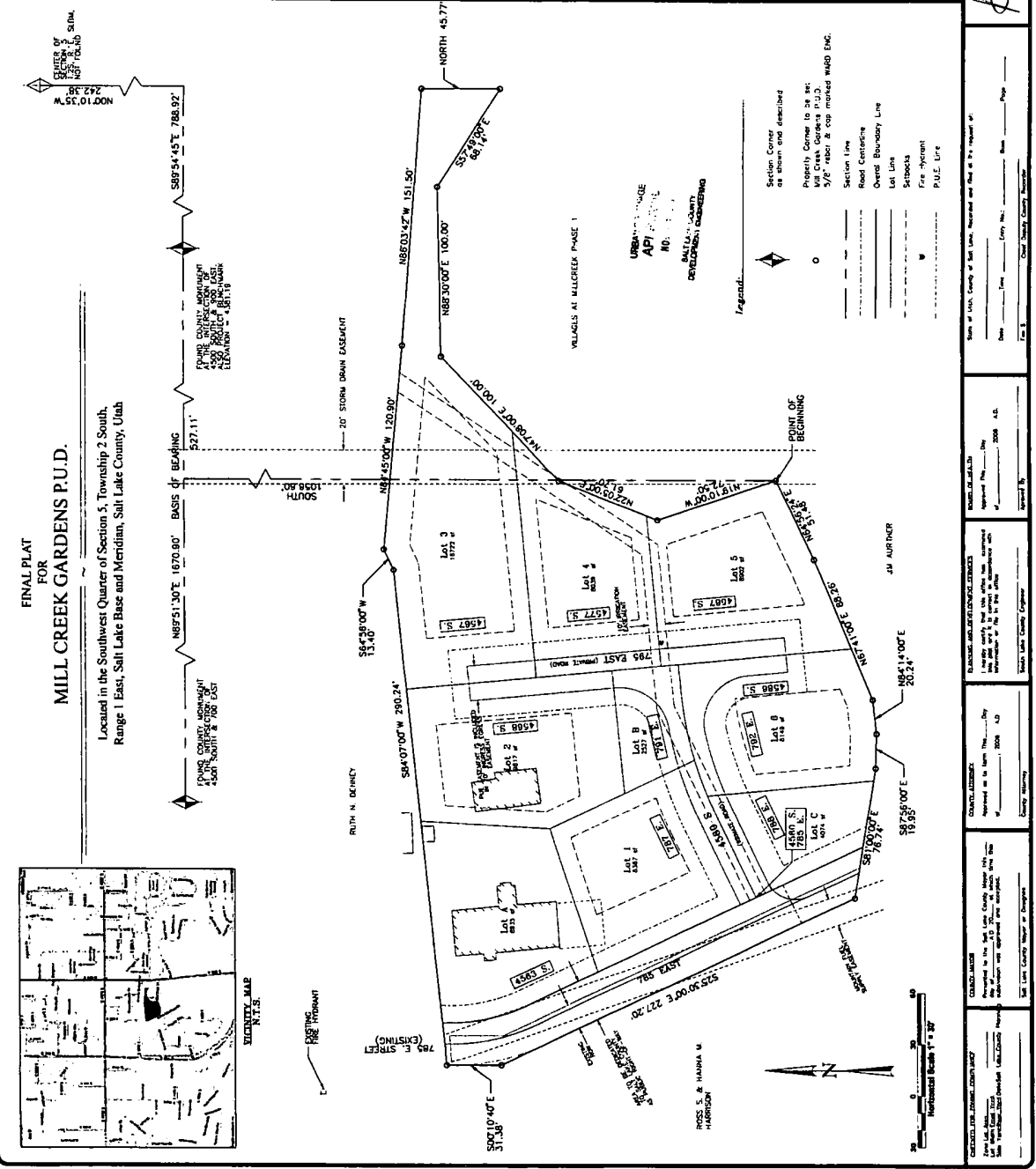
[SEAL]



**BRIEF DESCRIPTION:**  
 This plat is a subdivision of land in the State of Utah, and is located in the Southwest Quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah. The land is divided into lots and sections as shown on this plat. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 37A, Utah Code, and the rules and regulations of the Utah State Surveyor General. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 37A, Utah Code, and the rules and regulations of the Utah State Surveyor General. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 37A, Utah Code, and the rules and regulations of the Utah State Surveyor General.

**OWNER'S DECLARATION:**  
 I, the undersigned owner of the land described herein, do hereby certify that I am the owner of the land described herein, and that I am qualified to execute this plat. I declare that the information furnished herein is true and correct, and that I am not aware of any facts that would make this plat invalid. I declare that I am not aware of any facts that would make this plat invalid. I declare that I am not aware of any facts that would make this plat invalid.

**GENERAL NOTES:**  
 1. THIS MAP IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A WARRANTY OF ANY KIND. THE STATE OF UTAH AND THE SURVEYOR GENERAL MAKE NO WARRANTY OF ANY KIND FOR THIS MAP. THE STATE OF UTAH AND THE SURVEYOR GENERAL MAKE NO WARRANTY OF ANY KIND FOR THIS MAP. THE STATE OF UTAH AND THE SURVEYOR GENERAL MAKE NO WARRANTY OF ANY KIND FOR THIS MAP. THE STATE OF UTAH AND THE SURVEYOR GENERAL MAKE NO WARRANTY OF ANY KIND FOR THIS MAP. THE STATE OF UTAH AND THE SURVEYOR GENERAL MAKE NO WARRANTY OF ANY KIND FOR THIS MAP.



**FINAL PLAT FOR MILL CREEK GARDENS P.U.D.**  
 Located in the Southwest Quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah.

**OWNER'S DECLARATION:**  
 I, the undersigned owner of the land described herein, do hereby certify that I am the owner of the land described herein, and that I am qualified to execute this plat. I declare that the information furnished herein is true and correct, and that I am not aware of any facts that would make this plat invalid. I declare that I am not aware of any facts that would make this plat invalid. I declare that I am not aware of any facts that would make this plat invalid.

**GENERAL NOTES:**  
 1. THIS MAP IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A WARRANTY OF ANY KIND. THE STATE OF UTAH AND THE SURVEYOR GENERAL MAKE NO WARRANTY OF ANY KIND FOR THIS MAP. THE STATE OF UTAH AND THE SURVEYOR GENERAL MAKE NO WARRANTY OF ANY KIND FOR THIS MAP. THE STATE OF UTAH AND THE SURVEYOR GENERAL MAKE NO WARRANTY OF ANY KIND FOR THIS MAP. THE STATE OF UTAH AND THE SURVEYOR GENERAL MAKE NO WARRANTY OF ANY KIND FOR THIS MAP. THE STATE OF UTAH AND THE SURVEYOR GENERAL MAKE NO WARRANTY OF ANY KIND FOR THIS MAP.

**APPROVED:**  
 \_\_\_\_\_  
 State Surveyor

**DATE:** \_\_\_\_\_

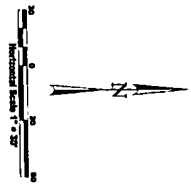
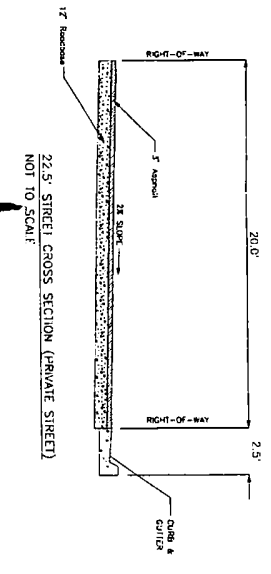
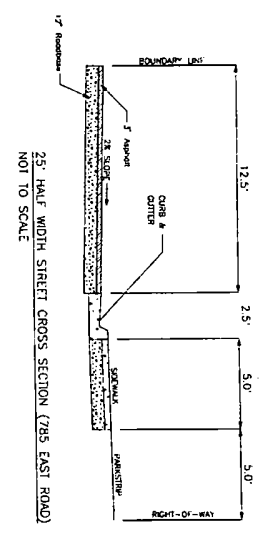
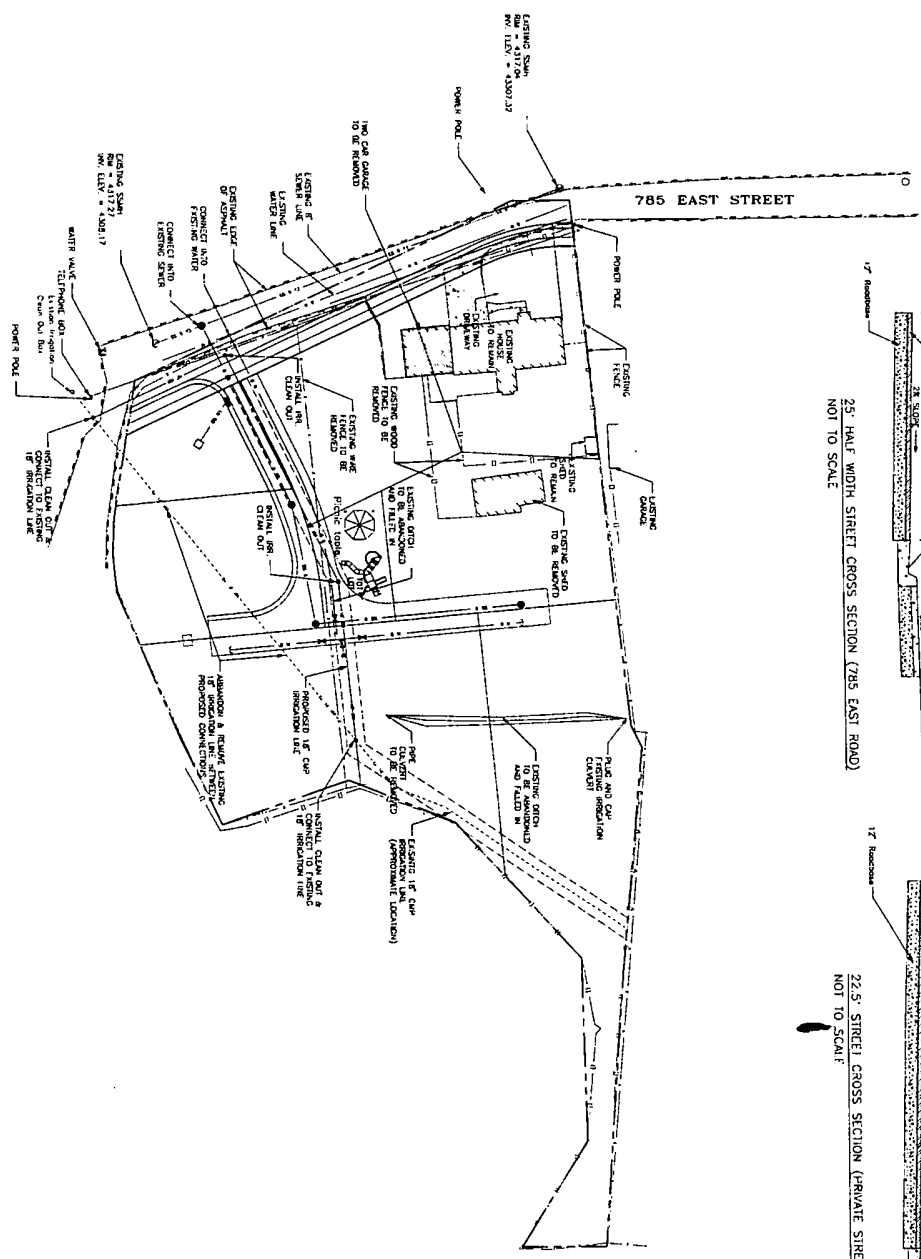
**RECORD:**  
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 County Recorder

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**PAGE:** \_\_\_\_\_

**SCALE:**  
 1 inch = 100 feet

**NORTH:**  
 Arrow pointing North



**MILL CREEK GARDENS**  
**FINAL CONSTRUCTION DRAWINGS**  
 OVERALL UTILITY PLAN

**Ward Engineering Group**  
 Planning - Engineering - Services

DESIGN: SAC  
 DRAWING: GAB  
 CHECK: BC  
 DATE: 04/27/08

CLIENT: Liberty Homes  
 DWO: Utility  
 JOB NO: 18002

NO.	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			