

Storm Water Management BMP  
Maintenance Agreement  
City of Logan, Utah

Ent 1230873 Bk 2104 Pg 661  
Date: 28-Oct-2019 02:02 PM Fee \$1.00  
Cache County, UT  
Michael Glead, Rec. - Filed By KW  
For LOGAN CITY

**WHEREAS**, the Property Owner VHD, LLC recognizes that the post construction storm water facilities (hereinafter referred to as "Facilities") must be maintained for the development called, Meadow Brook Ph I, located in the City of Logan, Cache County, Utah; and

**WHEREAS**, the Property Owner is the owner of real property more particularly described on Exhibit A attached hereto (hereinafter referred to as "the Property") and on which the Facilities are located, and

**WHEREAS**, The City of Logan (hereinafter referred to as "the City") and the Property Owner, or its administrators, executors, successors, heirs, or assigns, including any homeowners association, agree that the health, safety and welfare of the citizens of the City require that the Facilities be constructed and maintained on the property, and

**WHEREAS**, it is required that the Facilities as shown on the approved development plans and specifications be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners association.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

**SECTION 1**

The Facilities shall be constructed by the Property Owner in accordance with the approved plans and specifications for the development.

**SECTION 2**

The Property Owner, its administrators, executors, successors, heirs or assigns, including any homeowners association, shall maintain the Facilities in good working condition acceptable to the City and in accordance with the Schedule of Long Term Maintenance Activities agreed hereto and attached as Exhibit B.

**SECTION 3**

The Property Owner, its administrators, executors, successors, heirs or assigns, including any homeowners association, hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the Facilities whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry. All easements as shown on the Final Plat shall be maintained to allow access to the Facilities.

**SECTION 4**

In the event the Property Owner, its administrators, executors, successors, heirs or assigns, including any homeowners association, fails to maintain the Facilities as shown on the approved plans and specifications in good working order acceptable to the City, the City, with due notice, may enter the property and take whatever steps it deems necessary to return the Facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Facilities and in no event shall this Agreement be construed to impose any such obligation on the City.

#### **SECTION 5**

Ent 1230873 Bk 2104 Pg 662

In the event the City, pursuant to the Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City within thirty (30) days of receipt thereof for all the costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Property Owner's failure to maintain the Facilities.

#### **SECTION 6**

It is the intent of this agreement to insure the proper maintenance of the Facilities by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or caused by storm water runoff.

#### **SECTION 7**

Sediment accumulation resulting from the normal operation of the Facilities will be properly removed. The Property Owner will make accommodation for the removal and disposal of all accumulated sediments. Accumulated sediments will be disposed of properly offsite.

#### **SECTION 8**

The Property Owner shall use the standard SMP Operation and Maintenance Inspection Report, available from the City and by this reference made a part hereof for the purpose of a minimal annual inspection of the Facilities by a qualified inspector. This annual inspection shall be submitted to the City on or before September 30<sup>th</sup> of each year, after inspection is completed by a qualified inspector.

#### **SECTION 9**

The Property Owner, its administrators, executors, successors, heirs and assigns, including any homeowners association, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City from the construction, presence, existence or maintenance of the Facilities by the Property Owner or the City when the City acts in accordance with Section 4 of this agreement. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

#### **SECTION 10**

This Agreement shall be recorded among the deed records of the Recorder of Cache County and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, heirs, assigns, including any homeowners association, and any other successors in interest.

#### **SECTION 11**

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

#### **SECTION 12**

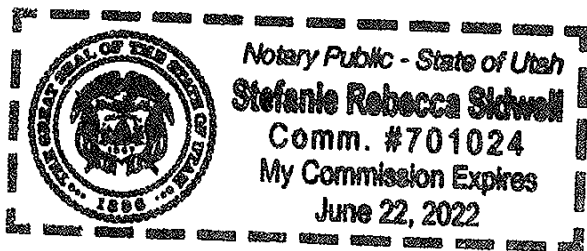
Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

PROPERTY OWNER

Signed: Randy Eck Date: 10.22.2019  
Print: Randy L. Eck  
Title: Project Manager  
Address: 2500 N 50 E City/State/Zip: N. Logan, UT 84341

STATE OF Utah )  
COUNTY OF Cache ) :ss.

On this 22 day of Oct, 2019 personally appeared before me Stefanie Sidwell, a notary public, personally appeared Randy Eck proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same. WITNESS my hand and official seal.



Stefanie Sidwell  
NOTARY PUBLIC

CITY OF LOGAN

Signed: Bill Young Date: 10/22/19  
Print: BILL YOUNG  
Title: CITY ENGINEER  
Attest: Stefanie Sidwell

Attachments: Exhibit A Legal Description(s) of Property  
Exhibit B Schedule of Long Term Maintenance Activities

Storm water Management BMP  
Schedule of Long Term Maintenance Activities  
City of Logan, Utah

Activity	Frequency	Notes
Inspection	Annually	It is recommended that the SMP Operation and Maintenance Inspection Report, referenced by this agreement, be used as a guiding document. This annual inspection should be submitted to City upon completion.
Mowing and maintenance of vegetation	Variable, depending on vegetation and desired aesthetics	Landscaping and vegetation should be cared for throughout the year to ensure that proper sediment removal and infiltration is maintained and the Facilities remains aesthetically appealing.
Remove trash and debris	As needed or following each storm	Trash and debris should be removed regularly to ensure that the Facilities function properly and operate effectively. Trash often collects at inlet and outlet structures.
Inspect and maintain inlet and outlet structures	Annually	The inlet and outlet structures should be inspected for damage and proper operation.
Sediment removal	Variable (5-10 years is typical)	The removal of sediment is necessary if the Facilities begin to lose capacity or effectiveness.

SMP OPERATION AND MAINTENANCE INSPECTION REPORT  
POST CONSTRUCTION PRIVATE STORMWATER BMP MAINTENANCE

Site Name:	Date of Evaluation:
Site Address:	

Facility Contact Information			
	NAME and MAILING ADDRESS	PHONE #'S	E-MAIL
SITE CONTACT:			
INSPECTOR CONTACT:			

BUSINESS TYPE: INSTITUTION  COMMERCIAL  INDUSTRIAL  OTHER

Are SOP's for Stormwater Post Construction Inspections implemented and available for review? YES  NO

Orifice Required for site YES  NO  Orifice Size: Snout Required for site YES  NO

Items Inspected	Checked		Maintenance Req'd?		Is there excessive accumulation of debris or sediment?		Observations and Remarks	Deadline for corrective action
	Yes	No	Yes	No	Yes	No		
1. Dumping Evidence								
2. Spill Evidence								
3. General Site Exposure								
4. Other Pollution Sources								
5. Stormwater Storage condition and capacity (detention/retention ponds)								
6. Inlets and catch basins								
7. Conveyance Systems								
8. Manholes								
9. Parking								
10. Waste Collection								
11. Landscaping								
12. Pre-Treatment devices								
13. Sumps								
14. Flow Control devices								
15. Site Specific SOP Items								
16. Other								

Notes:

---



---



---



---



---

Inspector:	Contact:
Signature: Title:	Signature: Date:

# Legal Description For MeadowBrook Subdivision

Ent 1230873 Bk 2104 Pg 666

## Parcel 03-005-0046

BEG AT W/4 COR SEC 17 T 11N R 1E & TH N 89\*44'40" E 975.5 FT TH N 9\*06'11" W 25.05 FT TO TRUE POB TH N 9\*06'11" W 8.35 FT TH N 89\*44'40" E 104.18 FT TH ALG CURVE TO LEFT 16.53 FT TH N 4\*58'50" W 118.39 FT TH ALG CURVE TO LEFT 14.88 FT TH S 89\*44'40" W 142.8 FT TH ALG CURVE TO LEFT 4.10 FT TO TRUE POB TH S 9\*06'11" E 87.93 FT TH S 89\*44'40" W 20.5 FT TH N 9\*06'11" W 673 FT M/L TO S LN OF 2100 S ST TH E'LY ALG SD ST TO NW COR OF 1475 WEST ALLEY ON W LN OF SPRING CREEK VILLAGE LOGAN PH 1 TH S 3\*37'41" E 531.46 FT TO SW COR OF SD ALLEY TH S 89\*44'40" W 9.96 FT TH S 0\*15'20" E 22.50 FT TH S 10\*01'47" W 22.93 FT TO TRUE POB CONT 0.86 AC M/L

## Parcel 03-005-0002

BEG AT W/4 COR SEC 17 T 11N R 1E & TH N 0\*22'53" W 1460.47 FT ALG SEC LN TO CENTER OF SPRING CREEK & THE TRUE POB TH E'LY ALG CENTER OF SD CREEK IN 29 COURSES (SEE DEED) TH S 31\*06'57" E 29.05 FT ALG CREEK TO PT IN W 1/16 LN OF SD SEC TH SE'LY 199 FT M/L TO NE COR PARCEL 03-005-0061 BEING N 15\*16'06" W 52.51 FT OF PT N 10\*20'29" W 212.93 FT FROM NE COR OPEN SPACE 1, SPRING CREEK VILLAGE PH 1 TH N 60\*29'18" W 180.04 FT TH N87\*08'20" W 360.53 FT TH S61\*17'45" W 414.7 FT TH S28\*42'15" E 145 FT TH N61\*17'45" E 27.45 FT TH S73\*42'15" E 14.14 FT TH S28\*42'15" E 85 FT TH S61\*17'45" W 218.0 FT TH N28\*42'15" W 95 FT TH S61\*17'45" W 49.47 FT TH S28\*42'15" E 77.71 FT TH S21\*53'55" W 92.19 FT TH SW'LY 7.46 FT M/L TO COR OF PARCEL 03-005-0060 TH S89\*37'07" W 268 FT TH N0\*22'53" W 241.71 FT TH N90\*E 201.66 FT TH N0\*E 245.3 FT TH N90\*W 252.19 FT TH N00\*22'53" W 35.1 FT TO TRUE POB CONT 6.56 AC M/B LESS: BEG AT W/4 COR SEC 17 T 11N R 1E & TH N0\*22'53" W 938.02 FT & N89\*37'07" E 49.5 FT TO TRUE POB TH N0\*22'53" W 182.47 FT TH N61\*17'45" E 58.54 FT TH S54\*08'18" E 103.61 FT TO BEG OF CURVE TO EAST TH ALG SD CURVE S'LY 88.56 FT TH S0\*22'53" E 66.21 FT TH S89\*37'07" W 108.0 FT TO TRUE POB CONT 0.50 AC M/B (0056) NET 6.06 AC M/B

## Parcel 03-005-0054

BEG AT W/4 COR SEC 17 T 11N R 1E & TH N0\*22'53" W 24.75 FT TO TRUE POB TH N0\*22'53" W 693.06 FT ALG W LN OF SD SEC TH N85\*26'38" E 326.57 FT TH N77\*35'28" E 370.72 FT TH N0\*15'20" W 225.91 FT TH N21\*26'54" W 36.15 FT TH N42\*28'32" W 173.7 FT TH N47\*52'58" E 170.55 FT TO N 1/16 LN OF SD SEC TH N89\*41'26" E 34.45 FT TO GRANTOR'S E LN TH S9\*06'11" E 698.32 FT ALG GRANTOR'S E LN TH S83\*14'38" W 397.22 FT TH S87\*15'47" W 115.08 FT TH S89\*44'40" W 267.69 FT TO PT 49.5 FT E OF W LN OF SD SEC TH S0\*22'53" E 149.48 FT TH S89\*44'40" W 9.5 FT TH S0\*22'53" E 400 FT TH N89\*44'40" E 9.5 FT TH S0\*22'53" E 8.25 FT TH S89\*44'40" W 49.52 FT TO TRUE POB CONT 4.95 AC M/B LESS: THAT PT OF ABOVE LYING WITHIN SPRING CREEK VILLAGE LOGAN PHASE 1 CONT 0.21 AC (ROAD ON 03-186) NET 4.74 AC LESS: BEG AT W/4 COR SEC 17 T 11N R 1E & TH N 0\*22'53" W 53.56 FT TO TRUE POB TH N 0\*22'53" W 1371.81 FT ALG W LN OF SEC TH N 90\* E 252.19 FT TH S 0\* E 245.3 FT TH N 90\* W 201.66 FT TH S 0\*22'53" E 241.71 FT TH N 89\*37'07" E 268.0 FT TH S 0\*22'53" E 206.02 FT TH S 2\*32'40" E 66.24 FT TH S 0\*22'53" E 566.07 FT TH S 81\*24'26" W 323.31 FT TO TRUE POB (0060) LESS: BEG AT NE COR OPEN SPACE 1 SPRING CREEK VILLAGE LOGAN PH 1 & TH S79\*39'31" W 95 FT TH N89\*46'40" W 50.86 FT TH S10\*20'29" E 17.42 FT TH S34\*39'31" W 19.8 FT TH S10\*20'29" E

59.16 FT TH S55\*20'29''E 19.8 FT TH S10\*20'29''E 95.0 FT TH S79\*39'31''W  
123.4 FT TH ALG A curve RIGHT radius 139' arc 28.73' delta 11\*50'29'' TH  
N88\*30'01''W 289.87 FT TH ALG A curve RADIUS 86.0' LEFT arc 34.6' delta  
23\*03'01'' TH S68\*26'58''W 28.4 FT TH S61\*02'10''W 50.31 FT TH ALG A curve  
right radius 375.00' arc 77.47' delta 11\*50'12'' chord S16\*18'55''E 77.33'  
TH S37\*18'03''W 14.79 FT TH S7\*37'14''E 66.07 FT TH ALG A curve left  
radius 1042' arc 191.1' delta 10\*30'29'' radial S4\*49'44''E TH ALG A curve  
RIGHT radius 1733' arc 243.4' delta 8\*02'50'' TH N2\*32'40''W 66.24 FT TH  
N0\*22'53''W 213.46 FT TH N21\*53'33''E 92.19 FT TH N28\*42'15''W 77.71 FT TH  
N61\*17'45''E 49.47 FT TH S28\*42'15''E 95.0 FT TH N61\*17'45''E 218.0 FT TH  
N28\*42'15''W 85.0 FT TH N73\*42'15''W 14.14 FT TH S61\*17'45''W 27.45 FT TH  
N28\*42'15''W 145.0 FT TH N61\*17'45''E 414.7 FT TH S87\*08'20''E 360.53 FT  
TH S60\*29'18''E 180.04 FT TH S15\*16'06''E 52.51 FT TH S10\*20'29''E 212.93  
FT TO TRUE POB (0061,0062) NET 1.25 AC M/L

Parcel 03-005-0062

Ent 1230873 Bk 2104 Pg 667

PT NW/4 SEC 17 T 11N R 1E AS FOLL: BEG AT NW COR OPEN SPACE 1, SPRING  
CREEK VILLAGE LOGAN PH 1 & TH N 89\*46'40" W 50.86 FT TH N 87\*08'20" W  
315.63 FT TH S 81\*24'33" W 38.31 FT TH S 61\*17'45" W 210.39 FT TH N  
28\*42'15" W 117.0 FT TO TRUE POB TH N 28\*42'15" W 90.0 FT TH N 16\*17'45" E  
14.14 FT TH N 61\*17'45" E 42.0 FT TH S 28\*42'15" E 100.0 FT TH S 61\*17'45"  
W 52.0 FT TO TRUE POB CONT 0.12 AC ALSO: BEG AT NW COR OPEN SPACE 1,  
SPRING CREEK VILLAGE LOGAN PH 1 & TH N 89\*46'40" W 50.86 FT TH N 87\*08'20"  
W 315.63 FT TH S 81\*24'33" W 38.31 FT TH S 61\*17'45" W 158.39 FT TO TRUE  
POB TH S 61\*17'45" W 52.0 FT TH N 28\*42'15" W 95.0 FT TH N 61\*17'45" E  
52.0 FT TH S 28\*42'15" E 95.0 FT TO TRUE POB CONT 0.11 AC CONT 0.23 AC IN  
ALL

Parcel 03-005-0061

PT SW/4 SEC 17 T 11N R 1E AS FOLL: BEG AT NE COR OPEN SPACE 1 SPRING CREEK  
VILLAGE LOGAN PH 1 & TH S79\*39'31''W 95 FT TH N89\*46'40''W 50.86 FT TH  
S10\*20'29''E 17.42 FT TH S34\*39'31''W 19.8 FT TH S10\*20'29''E 59.16 FT TH  
S55\*20'29''E 19.8 FT TH S10\*20'29''E 95.0 FT TH S79\*39'31''W 123.4 FT TH  
ALG A curve RIGHT radius 139' arc 28.73' delta 11\*50'29'' TH N88\*30'01''W  
289.87 FT TH ALG A curve RADIUS 86.0' LEFT arc 34.6' delta 23\*03'01'' TH  
S68\*26'58''W 28.4 FT TH S61\*02'10''W 50.31 FT TH ALG A curve right radius  
375.00' arc 77.47' delta 11\*50'12'' chord S16\*18'55''E 77.33' TH  
S37\*18'03''W 14.79 FT TH S7\*37'14''E 66.07 FT TH ALG A curve left radius  
1042' arc 191.1' delta 10\*30'29'' radial S4\*49'44''E TH ALG A curve RIGHT  
radius 1733' arc 243.4' delta 8\*02'50'' TH N2\*32'40''W 66.24 FT TH  
N0\*22'53''W 213.46 FT TH N21\*53'33''E 92.19 FT TH N28\*42'15''W 77.71 FT TH  
N61\*17'45''E 49.47 FT TH S28\*42'15''E 95.0 FT TH N61\*17'45''E 218.0 FT TH  
N28\*42'15''W 85.0 FT TH N73\*42'15''W 14.14 FT TH S61\*17'45''W 27.45 FT TH  
N28\*42'15''W 145.0 FT TH N61\*17'45''E 414.7 FT TH S87\*08'20''E 360.53 FT  
TH S60\*29'18''E 180.04 FT TH S15\*16'06''E 52.51 FT TH S10\*20'29''E 212.93  
FT TO TRUE POB CONT 12.94 AC M/B LESS: THAT PT OF ABOVE THAT IS PT OF 03-  
005-0029 & WILL BE KNOWN AS PT OF LOTS 172 & 173, AND OPEN SPACE 2 AND  
OPEN SPACE 3, PROPOSED PH 2 OF SD SUBD LESS: BEG AT NW COR OPEN SPACE 1,  
SPRING CREEK VILLAGE LOGAN PH 1 & TH N 89\*46'40" W 50.86 FT TH N 87\*08'20"  
W 315.63 FT TH S 81\*24'33" W 38.31 FT TH S 61\*17'45" W 210.39 FT TH N  
28\*42'15" W 117.0 FT TO TRUE POB TH N 28\*42'15" EW 90.0 FT TH N 16\*17'45"  
E 14.14 FT TH N 61\*17'45" E 42.0 FT TH S 28\*42'15" E 100.0 FT TH S  
61\*17'45" W 52.0 FT TO TRUE POB CONT 0.12 AC (0062) LESS: BEG AT NW COR

OPEN SPACE 1, SPRING CREEK VILLAGE LOGAN PH 1 & TH N 89\*46'40" W 50.86 FT  
TH N 87\*08'20" W 315.63 FT TH S 81\*24'33" W 38.31 FT TH S 61\*17'45" W  
158.39 FT TO TRUE POB TH S 61\*17'45" W 52.0 FT TH N 28\*42'15" W 95.0 FT TH  
N 61\*17'45" E 52.0 FT TH S 28\*42'15" E 95.0 FT TO TRUE POB CONT 0.11 AC  
CONT 0.23 AC IN ALL (0062) NET 12.71 AC

Parcel 03-005-0053

Ent 1230873 Bk 2104 Pg 668

BEG AT W/4 COR SEC 17 T 11N R 1E & TH E 40 FT TH N 33 FT TO TRUE POB TH N  
400 FT ALG LN PARALLEL TO & 40 FT E OF W LN SD SEC TH E 272.25 FT ALG LN  
PARALLEL TO S LN NW/4 SD SEC TH S 400 FT ALG LN PARALLEL TO W LN SD SEC TH  
W 272.25 FT ALG LN PARALLEL TO & 33 FT N OF S LN SD NW/4 SD SEC TO TRUE  
POB CONT 2.50 AC LESS: BEG AT W/4 COR SEC 17 T 11N R 1E & TH N 0\*22'53" W  
53.56 FT TO TRUE POB TH N 0\*22'53" W 1371.81 FT ALG W LN OF SEC TH N 90\* E  
252.19 FT TH S 0\* E 245.3 FT TH N 90\* W 201.66 FT TH S 0\*22'53" E 241.71  
FT TH N 89\*37'07" E 268.0 FT TH S 0\*22'53" E 206.02 FT TH S 2\*32'40" E  
66.24 FT TH S 0\*22'53" E 566.07 FT TH S 81\*24'26" W 323.31 FT TO TRUE POB  
(0060) NET 0.28 AC M/L

Parcel 03-005-0004

BEG AT W/4 COR SEC 17 T 11N R 1E & TH N 0\*22'53" W 24.75 FT TH N 89\*44'40"  
E 49.5 FT TO TRUE POB TH N 0\*22'53" W 8.25 FT TH N 89\*44'40" E 262.75 FT  
TH N 0\*22'53" W 400.0 FT TH S 89\*44'40" W 262.75 FT TH N 0\*22'53" W 149.48  
FT TH N 89\*44'40" E 267.69 FT TH N 87\*15'47" E 115.08 FT TH N 83\*14'38" E  
397.22 FT TH S 9\*06'11" E 615.0 FT TH S 89\*44'40" W 870.70 FT TO TRUE POB  
CONT 8.45 AC M/B LESS: BEG AT W/4 COR SEC 17 T 11N R 1E & TH N 0\*22'53" W  
53.56 FT TO TRUE POB TH N 0\*22'53" W 1371.81 FT ALG W LN OF SEC TH N 90\* E  
252.19 FT TH S 0\* E 245.3 FT TH N 90\* W 201.66 FT TH S 0\*22'53" E 241.71  
FT TH N 89\*37'07" E 268.0 FT TH S 0\*22'53" E 206.02 FT TH S 2\*32'40" E  
66.24 FT TH S 0\*22'53" E 566.07 FT TH S 81\*24'26" W 323.31 FT TO TRUE POB  
(0060) NET 7.55 AC