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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CO TOWNSHIP SERVICES  
N3-600  
BY: CRA, DEPUTY - WI 10 P.

**When recorded, mail to:**

Salt Lake County Township Services  
Stormwater Construction Supervisor  
2001 South State Street N3-600  
Salt Lake City, Utah 84190-4050

Affects Parcel No(s): 28-14-127-001-0000

## STORMWATER MAINTENANCE AGREEMENT

Standard Form Contract D.A. No. 16-15416, Approved for Division Use from 01-June-16 through 31-Dec-16

This Storm water Maintenance Agreement (this "Agreement") is made and entered into this 8<sup>th</sup> day of November, 2016, by and between Salt Lake County, a body corporate and politic of the State of Utah ( the "County"); and Harold Matthew Dixon Jr (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 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"); 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 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 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 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 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 County's approval of the Stormwater Maintenance Plan, 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 County.

#### **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 the County 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 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 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 County. 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 County finds the Stormwater 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, as provided in Salt Lake County 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 County 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 County, the County may proceed with any enforcement mechanism provided in Salt Lake County Ordinance Section 17.22. The County may also give written notice that the Stormwater 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 Stormwater 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 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 County. The Owner hereby agrees to indemnify and hold the County 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 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: [Signature]  
Title: owner

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

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

The above instrument was acknowledged before me by Harold Matthew Dixon Jr  
this 8 day of November, 2016.



[SEAL]

[Signature]  
NOTARY PUBLIC  
Residing in Salt Lake County

COUNTY'S SIGNATURE  
(INCLUDE ONLY IF NECESSARY)

ATTACHMENTS:

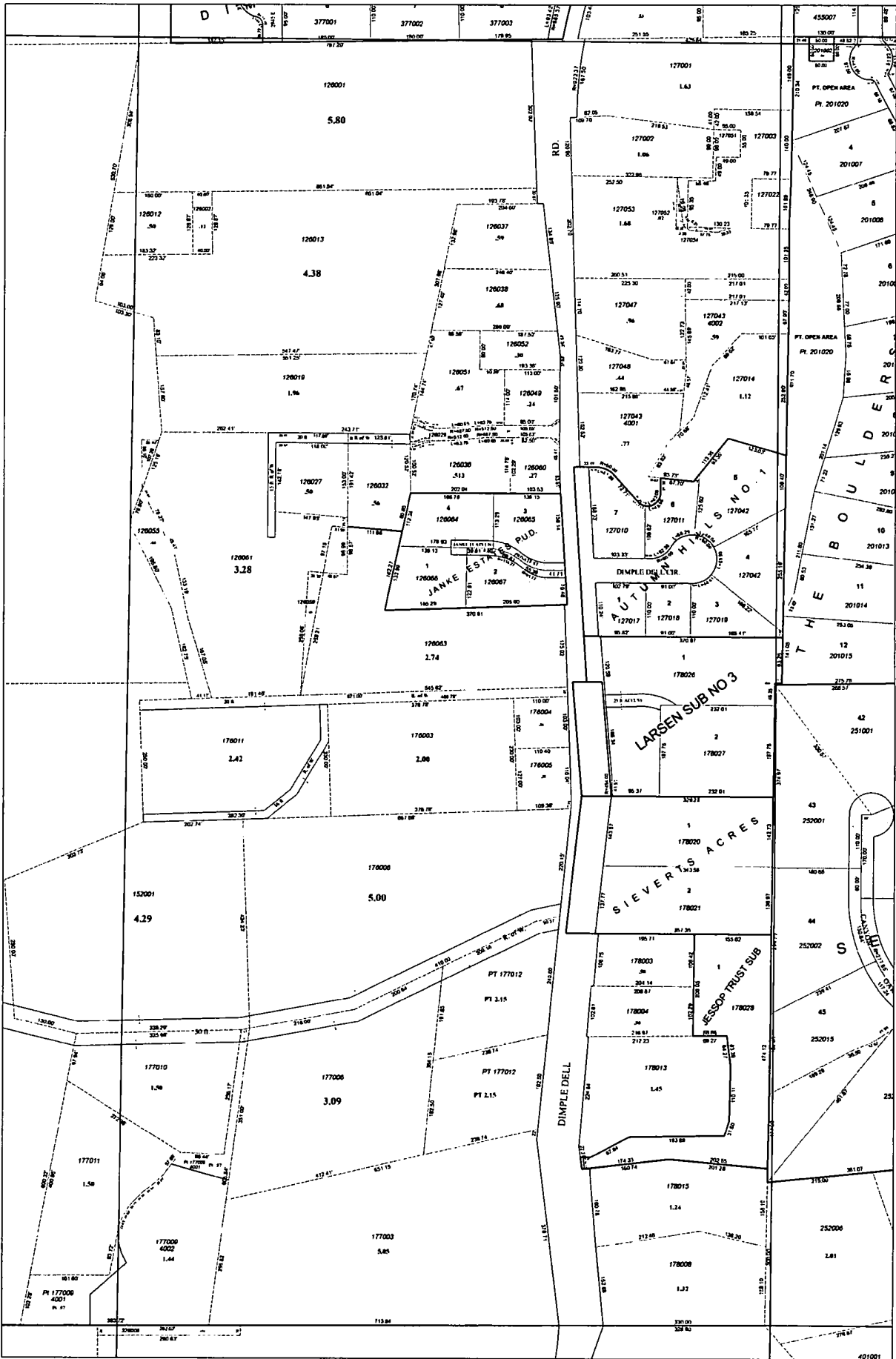
- Exhibit A (Plat and Legal Description)
- Exhibit B (Stormwater Maintenance Plan)
- Exhibit C (8.5" x 11" Grading and Drainage plan)

**Exhibit A – Legal Description**

Address: 10209 S DIMPLE DELL RD

**Parcel #: 28-14-127-001-0000**

COM AT N 1/4 COR SEC 14, T 3S, R 1E, S L M; W 425.64 FT; SW'LY ALG CURVE TO L 167.50 FT; N 86°23' E 62.05 FT; S 82° 44'50" E 219.53 FT; N 41 FT; E 159.54 FT; N 149 FT TO BEG. 1.63 AC 4308-0240 6799-1240 7807-371 7807-0373 7919-0164 8181-1350 8204-0238 8213-1090 8423-8177 8486-2869 8486-9111 8498-6116 8498-6118 8678-0540 8895-1260 8986-8703 9086-6525



This map is not intended to represent actual physical properties. In order to establish exact physical boundaries a survey of the property may be necessary.

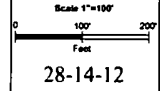


Prepared and published by  
Salt Lake County Recorder  
Gary R. ...  
2001 S. State Street #N1640  
Salt Lake City, Utah 84143  
801-468-3141  
<http://slcrecorder.utah.gov/>



E 1/2 NW 1/4 Sec 14 T3S R1E  
SALT LAKE COUNTY, UTAH

10/20/2015



28-14-12

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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## **POST CONSTRUCTION STORM WATER MANAGEMENT PLAN**

**Name: Vista at Dimple Dell Canyon, Inc.**

**Address: 10209 S. Dimple Dell Road, Sandy, Utah 84092**

**Date: November 8, 2016**

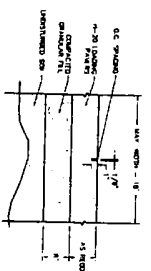
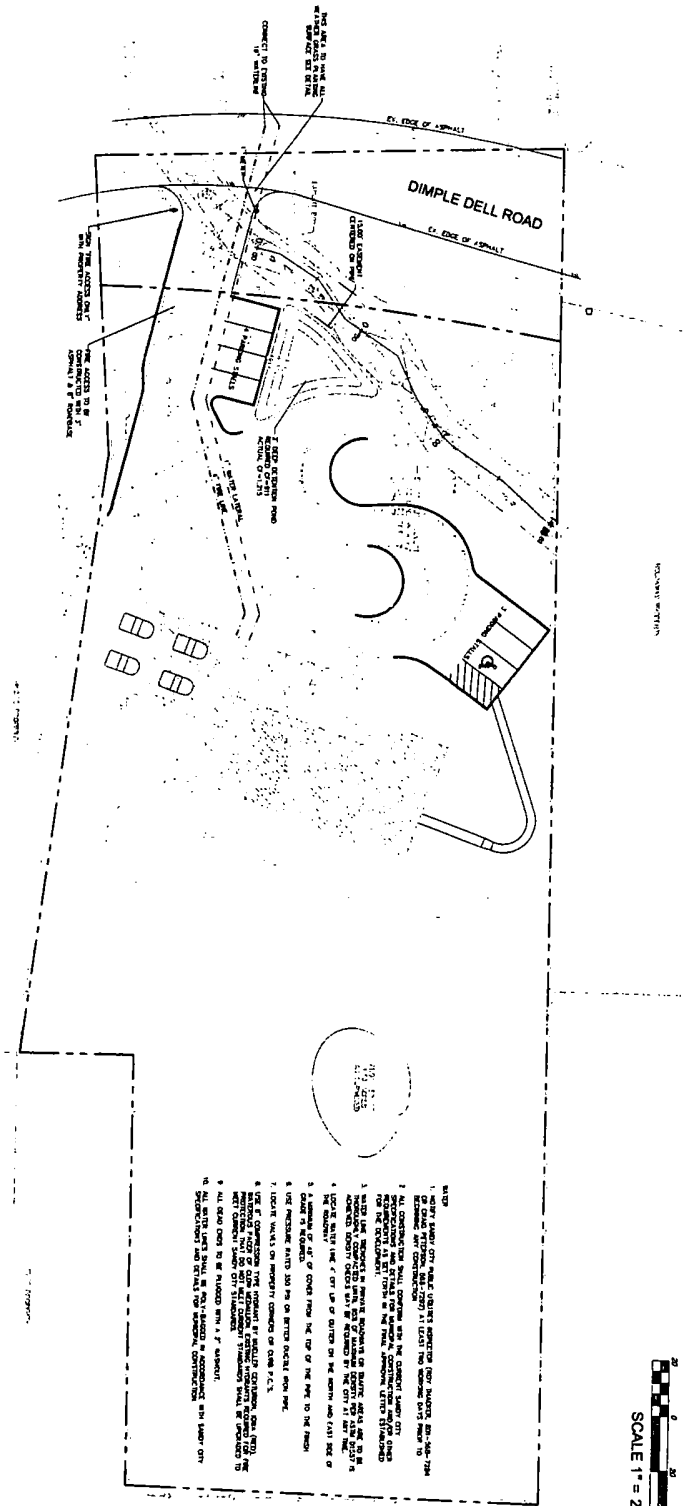
Best Management Practices for Vista at Dimple Dell Canyon, Inc will be performed by the plant and safety manager responsible to ownership for this location in regards to our water retention area. Measures and Practices to maintain the water retention area located on the property site per Salt Lake County records and approved plans are as follows:

- Inspecting and maintaining the water retention area which includes landscaping, cleaning debris from the retention area;
- Parking and retention area will be maintained weekly. Debris and trash will be cleared from the parking / retention area each week by facility maintenance staff or contracted service providers;
- Waste and disposal of trash is provided by licensed and / or contracted provider for this location;
- Records and Training will be maintained on the property site by the plant and safety manager. Monitoring records of the retention area will be maintained in a separate record book located at the site, so that other agencies that require occasional inspections may review documentation. Any self-evaluations required by the county will be maintained in this same record book.

Vista at Dimple Dell Canyon, Inc., is committed to monitoring and addressing issues that may arise in this retention area. If any deficiencies discovered upon inspection are present Vista will make the necessary adjustments to fully maintain the retention area.

# MATT DIXON PROPERTY

SITE & UTILITY PLAN  
SALT LAKE COUNTY APPLICATION # 22272



ALL WEATHER GRASS PLANTING SURFACE X-SECTION

NOTE:  
1. ALL WORK TO BE APPROVED BY THE DEPARTMENT OF PUBLIC WORKS.  
2. FOLLOWING IS A UTILITY EXPLANATION BY SYMBOLS:

URBAN RESIDUAL  
APPROVAL  
APR 11 2005  
SALT LAKE COUNTY  
DEVELOPMENT DEPARTMENT

IRRIGATION COMPANY  
APPROVED THE DESIGN OF Aerial  
A.L. NELSON  
SALT LAKE COUNTY  
DEVELOPMENT DEPARTMENT



**WILDING ENGINEERING, INC.**  
1000 S. DIXON BLVD.  
SALT LAKE CITY, UT 84143  
TEL: 325-1111 FAX: 325-1112

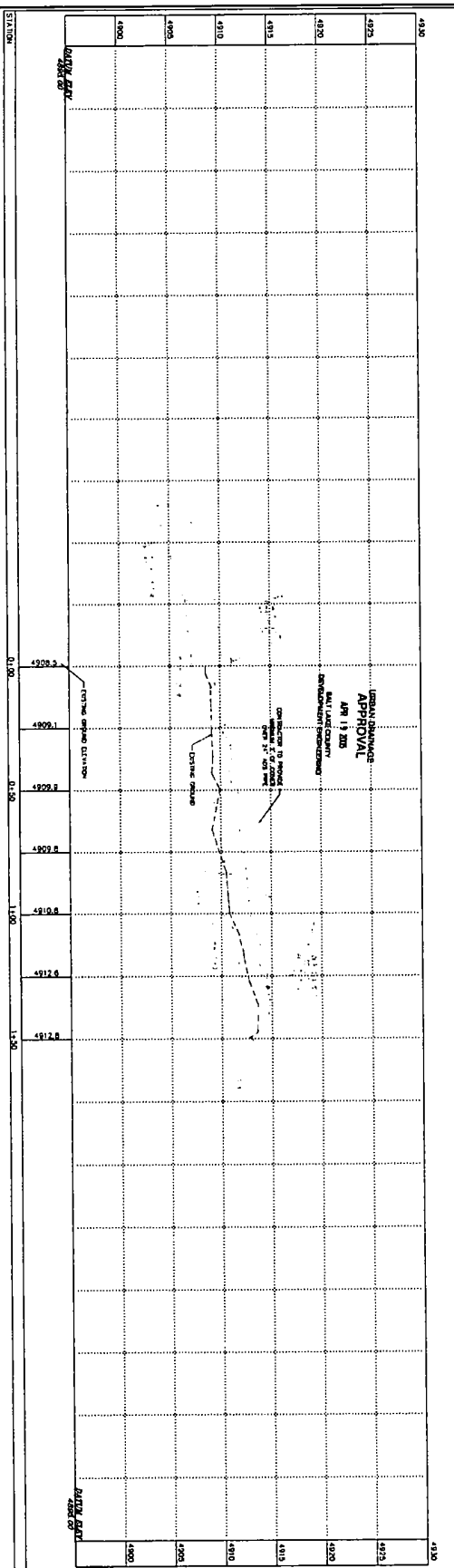
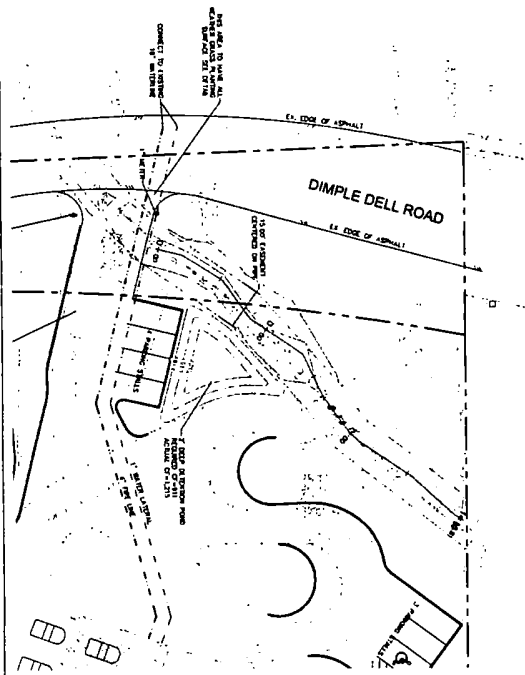
NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	3/10/05
2	REVISIONS TO PERMITS	3/10/05
3	ISSUED FOR PERMITS	3/10/05
4	REVISIONS TO PERMITS	3/10/05

PROJECT TITLE	SITE & UTILITY PLAN
PROJECT NAME	MATT DIXON PROPERTY
OWNER	JMH
DESIGNER	DPW
DATE	3/10/05
SCALE	1"=20'
SHEET	S-1

- NOTES:
1. VERIFY SALT LAKE COUNTY MAPS, RECORDS, AND SURVEY DATA BEFORE CONSTRUCTION.
  2. ALL CONSTRUCTION SHALL COMPLY WITH THE SALT LAKE COUNTY ZONING ORDINANCES AND ALL CITY ORDINANCES.
  3. VERIFY ALL UTILITY LINES AND DEPTHS BEFORE CONSTRUCTION.
  4. VERIFY ALL UTILITY LINES AND DEPTHS BEFORE CONSTRUCTION.
  5. VERIFY ALL UTILITY LINES AND DEPTHS BEFORE CONSTRUCTION.
  6. VERIFY ALL UTILITY LINES AND DEPTHS BEFORE CONSTRUCTION.
  7. VERIFY ALL UTILITY LINES AND DEPTHS BEFORE CONSTRUCTION.
  8. VERIFY ALL UTILITY LINES AND DEPTHS BEFORE CONSTRUCTION.
  9. VERIFY ALL UTILITY LINES AND DEPTHS BEFORE CONSTRUCTION.
  10. VERIFY ALL UTILITY LINES AND DEPTHS BEFORE CONSTRUCTION.



# MATT DIXON PROPERTY DITCH CENTERLINE



DATE 4/4/05	PROJECT NAME MATT DIXON PROPERTY	DRAWING TITLE DITCH CENTERLINE 0+00 TO 1+50.81		
HORIZ. SCALE 1" = 20'	DESIGNED BY DPW	PROJECT # 05022		
VERT. SCALE 1" = 5'	DRAWN BY JMH	CHECKED BY DPW	DATE 04/12/05	
SHEET P-1	FILE NAME C:\DATA\1405022\140505\SITE.DWG	LOCATION 10209 S. DIMPLE DELL ROAD SANDY, UTAH	DATE 04/05/05	
			DATE 03/27/05	
			DATE	