



When recorded, mail to:

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

12451797
01/11/2017 09:50 AM \$0.00
Book - 10519 Pg - 5658-5669
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CO TOWNSHIP SERVICES
N3-600
BY: LHA, DEPUTY - WI 12 P.

Affects Parcel No(s): see Exhibit A

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 12 day of December, 2016, by and between Salt Lake County, a body corporate and politic of the State of Utah (the "County"); and Copper Valley Homeowners Association (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:

Title: J.S. Registered Agent

By:

Title: Carolee Parkin HOA Manager

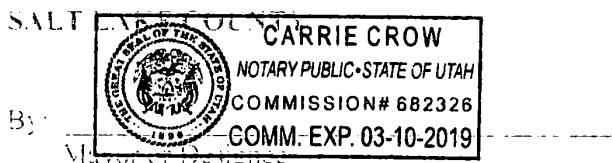
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The above instrument was acknowledged before me by Carolee Parkin,
this 13 day of December, 2016.

Carrie Crow

NOTARY PUBLIC
Residing in Salt Lake County

[SEAL]



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

On the 13 day of December, 2016, personally appeared before me Carrie Crow, Notary Public, State of Utah, who being duly sworn, did say that this is the original instrument of Salt Lake County, Office of Mayor, and that the following instrument was signed in behalf of Salt Lake County, by authority of the

NOTARY PUBLIC
Residing in Salt Lake County

[Signature]

Exhibit A – Legal Description

COPPER VALLEY PUD

Total Subdivision(s) Found: 59

Parcel Number	GIS MAP	Block / Building	Type	Lot / Quarter	Obsolete?
14304790550000			L	1	N
14304790580000			L	2	N
14304820200000			L	3	N
14304790570000			L	4	N
14304820180000			L	5	N
14304820170000			L	6	N
14304820160000			L	7	N
14304820150000			L	8	N
14304820140000			L	9	N
14304800130000			L	ST	N
14304820130000			L	10	N
14304820110000			L	11	N
14304820100000			L	12	N
14304820090000			L	13	N
14304820080000			L	14	N
14304820070000			L	15	N
14304880050000			L	16	N
14304880040000			L	17	N
14304880030000			L	18	N

Parcel Number	GIS MAP	Block / Building	Type	Lot / Quarter	Obsolete?
14304880020000			L	39	N
14304880010000			L	20	N
14304880100000			L	21	N
14304880090000			L	22	N
14304880080000			L	23	N
14304880070000			L	24	N
14304880060000			L	25	N
14304890050000			L	26	N
14304890040000			L	27	N
14304890030000			L	28	N
14304890020000			L	29	N
14304890010000			L	30	N
14304890100000			L	31	N
14304890090000			L	32	N
14304890080000			L	33	N
14304890070000			L	34	N
14304890060000			L	35	N
14304790560000			L	36	N
14304790540000			L	37	N
14304790510000			L	38	N

Parcel Number	GIS MAP	Block / Building	Type	Lot / Quarter	Obsolete?
14304790520000			L	39	N
14304790500000			L	40	N
14304790490000			L	41	N
14304790480000			L	42	N
14304790470000			L	43	N
14304790460000			L	44	N
14304790450000			L	45	N
14304790440000			L	46	N
14304790420000			L	47	N
14304790410000			L	48	N
14304790400000			L	49	N
14304820050000			L	50	N
14304820060000			L	51	N
14304820120000			L	AREA A	N
14304790530000			L	AREA B	N
14304800120000			L	AREA C	N
14304820190000			L	AREA D	N
14304790590000			L	AREA E	N
14304790390000			L	AREA F	N
14304790430000			L	AREA G	N

EXHIBIT B

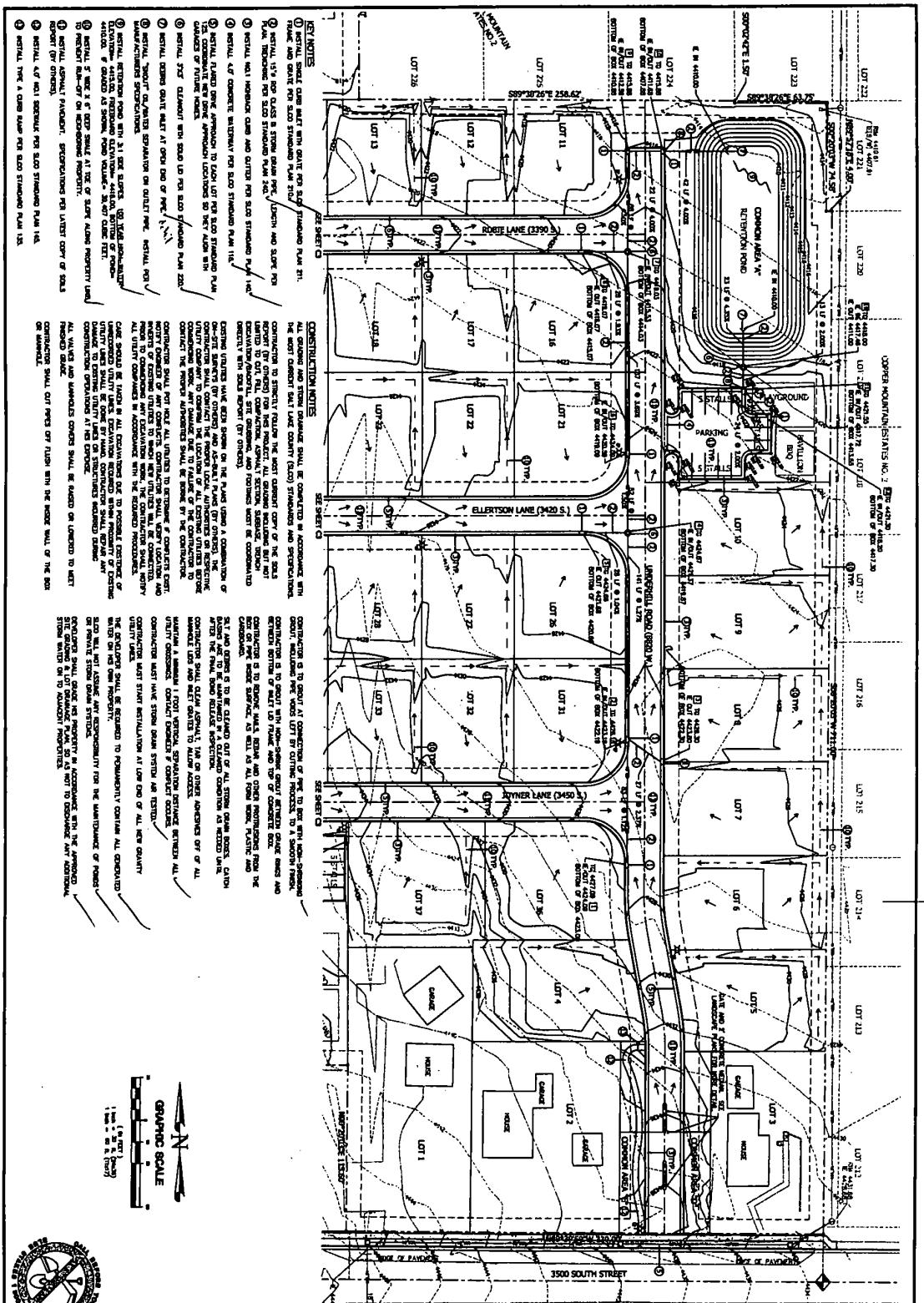
Post Construction Storm Water Management Plan

Copper Valley HOA
8859 W. Amtrac Lane
Magna, Utah 84044

Residential Best Management Practices (BMPs) are those measures and/or practices to be maintained by the property owner or operator to prevent illicit discharges, pollutants and other contaminants from entering the city storm water 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:

- **Parking Area Cleaning and Sweeping**—Parking areas (driveways) are kept debris free and swept on a regular basis and not washed into the curb and gutter system. Oil and grease is recommended to be cleaned by the use of kitty litter, or other absorbent means, swept up and collected, then properly disposed of by resident.
- **Swale Clean**—Objective to keep 5' wide x 6" deep swale along back yards (lots 5-10) is not filled and free of debris or excess sediment.
- **4' Concrete Waterway**—To be kept free of leaves, litter, excess sediment, and debris. This will be inspected at the beginning and end of each landscape season.
- **Landscaping**—To be maintained by the property owner, or contracted agency. Limited use of chemicals shall be maintained when fertilizing and weed killing procedures take place. Grass trimming shall be properly disposed of and not washed into the curb and gutter in all common areas.
- **Waste Management**—Waste 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.
- **Washing of Cars**— is recommended to residents to be limited to grass areas with non-detergent cleansers or to a commercial car wash and to prevent any contamination into water supply by potential grease, oil, gas products.
- **Pet Waste**—Pet waste shall be cleaned up in a timely manner and disposed of in a correct manner as per the Copper Valley CCR's and to comply with avoiding illicit discharge into the storm water system as.
- **Catch Basin**—To be shoveled out and cleaned periodically to avoid sediment in the bottom of the box and keep levels below the level of the storm drain pipes. They shall also be kept free of leaves and debris.
- **Snout**—To be inspected bi-annually to ensure it is free of debris and not clogged.
- **Trash Gates**—To be inspected bi-annually for functionality, removal of trash, and kept free of debris.
- **Chemical Waste**—Chemicals must be stored in non-corrosive receptacles and are not to be discharges in gutters or drains.

EXHIBIT C



SHEET	DATE: 01/24/07	PROJECT	DEVELOPER	STAMP	ENGINEER															
REVISIONS <table border="1"> <tr> <th>#</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </table>		#	DATE	DESCRIPTION													COPPER VALLEY P.U.D. 8834 WEST 3500 SOUTH, MAGNA, UTAH LOCATED IN THE SE 1/4 OF SEC 30, T1S, R2W	NBC PROPERTIES 8165 SOUTH 900 EAST MURRAY, UTAH, 84121 CONTACT: CHRIS RAMOS 243-3115		ARLEN ENGINEERING Group 2235 S. MAIN STREET, STE 6 SALT LAKE CITY, UTAH 84115 CONTACT: RICK M. EVERSON, P.E. 800-4800
#	DATE	DESCRIPTION																		
C2	GRADING AND DRAINAGE PLAN																			