



MAGNA METRO TOWNSHIP

8952 W Magna Main St
Magna, UT 84044
Phone: (385)258-3690
www.magnametrotownship.org

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10/25/2019 03:43 PM #40-00
Book - 10851 Pg - 1151-1153
RASHELLE HOBS
RECORDER, SALT LAKE COUNTY, UTAH
GREATER SALT LAKE MSD
N3-600
BY: NGP, DEPUTY - W 8 P.

When recorded, mail to:

Greater Salt Lake Municipal Services District
FBO Magna Metro Township
2001 South State Street N3-600
Salt Lake City, Utah 84190

1428226020 ; 1428226060

Affects Parcel No(s): ~~30928~~

STORMWATER MAINTENANCE AGREEMENT

This Stormwater Maintenance Agreement (this "Agreement") is made and entered into this 26th day of OCT, 19, by and between Magna Metro Township, a municipal corporation of the State of Utah (the "Municipality"); and DEE BATES (the "Owner").
Magna Hamptons LLC.

RECITALS

WHEREAS, the Municipality is authorized and required to regulate and control the disposition of storm and surface waters within the Municipality, as set forth in the Municipality 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"), which property is subject to regulation by Municipality as laid out above; 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 Municipality's agent'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 Jordan Valley Municipalities Permit No. UTS000001 ("UPDES 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 Municipality's approval of the Stormwater Maintenance Plan through its agent, County, 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 Municipality or its agent.

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 Municipality's agent 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 Municipality's agent.

SECTION 4

Oversight Inspection Authority. The Owner hereby grants permission to the Municipality, 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 Municipality or its agent. 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 Municipality or its agent finds the Stormwater Facilities contain any defects or are not being maintained adequately, the Municipality or its agent 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 the Municipality's 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 Municipality or its agent 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 Municipality and its agent, the Municipality or its agent may proceed with any enforcement mechanism provided in Municipality Ordinance Section 17.22. The Municipality or its agent may also give written notice that the Stormwater Facilities will be disconnected from the Municipality'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 neither the Municipality nor its agent are under any obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the Municipality or its agent. The actions described in this Section are in addition to and not in lieu of the legal remedies available to the Municipality 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 Municipality or its agent, 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 Municipality's municipal separate storm sewer system, the Owner shall reimburse the Municipality or its agent upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the Municipality or its agent. 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 Municipality or its agent in collection of delinquent payments. The Owner hereby authorizes the Municipality or its agent 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 Municipality or its agent. The Owner hereby agrees to indemnify and hold the Municipality 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 Municipality 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.

SECTION 15

Notices. All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

To Municipality: Magna Metro Township
 8952 W Magna Main St
 Magna, UT 84044

With Copies to: Greater Salt Lake Municipal Services District
 2001 S State St #N3-600
 Salt Lake City, UT 84190

To Owner: _____

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.

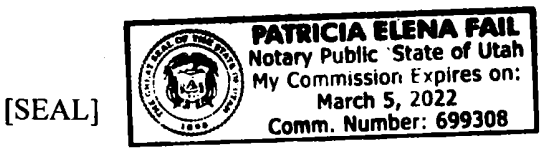
OWNER

By: Dee Bales
Title: Manager

By: _____
Title: _____

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

The above instrument was acknowledged before me by Dee Bales,
this 25 day of October, 2019.



[Signature]
NOTARY PUBLIC
Residing in Salt Lake City

FOR THE MAGNA METRO TOWNSHIP:

MAYOR

APPROVED AS TO FORM:

METRO TOWNSHIP ATTORNEY

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

Post Construction Storm Water Management Plan

The Magna Hamptons HOA
2820 South 7200 West
Magna, Utah

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:

- Inspection and cleaning of oil/water separator and storm drain pumps - Oil/water separator and storm drain pumps are to be inspected monthly and oil/water separator is to be cleaned at least every six months.
- Street cleaning and sweeping - Streets are to be cleaned and swept at least quarterly 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 is responsible for general landscape maintenance. The landscape maintenance will consist primarily of watering.
- HOA Employee training - Property owner is to provide or require training in storm water quality management and required commercial/industrial BMPs. HOA Employee training in storm water quality management and required BMPs shall be integrated with any other employee training programs.
- Record of inspection, maintenance and training activities - These shall be kept on site and made available for review by city and/or state officials upon request. An inspection of the site will be conducted by the city 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, into storm drainage facilities or offsite

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.

Old Republic National Title Insurance Company

Commitment No.: 84793

**EXHIBIT "A"
PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

A PARCEL OF LAND BEING A PORTION OF THAT ENTIRE TRACT RECORDED AS ENTRY NO. 12237093 IN BOOK 10409, AT PAGE 8489 AND ENTRY NO. 12204116 IN BOOK 10394, AT PAGE 8986 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, LOCATED IN THE NORTHEAST QUARTER OF SECTION 28 AND THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING SOUTH 00°05'21" EAST ALONG THE SECTION LINE 207.24 FEET AND SOUTH 89°54'39" WEST 40.00 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°05'21" EAST 205.26 FEET; THENCE SOUTH 89°54'39" WEST 290.00 FEET; THENCE SOUTH 00°05'21" EAST 140.92 FEET; THENCE SOUTH 72°31'46" WEST 1.96 FEET TO A POINT ON THE EASTERLY LINE OF MARSHAL'S PARK SUBDIVISION RECORDED JANUARY 18, 2001 IN BOOK 2001P AT PAGE 8 AT THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE NORTH 73.24 FEET ALONG SAID EASTERLY LINE; THENCE ALONG THE NORTHERLY AND NORTHERLY LINE EXTENDED OF SAID MARSHAL'S PARK SUBDIVISION THE FOLLOWING THREE (3) COURSES: 1) NORTH 85°33'54" WEST 406.84 FEET; 2) SOUTH 89°46'13" WEST 35.50 FEET; 3) NORTH 180.53 FEET; THENCE EAST 92.14 FEET; THENCE SOUTH 89°04'45" EAST 37.00 FEET; THENCE NORTH 89°55'30" EAST 264.40 FEET; THENCE NORTH 00°04'35" WEST 62.38 FEET; THENCE EAST 338.98 FEET TO THE POINT OF BEGINNING.

PARCEL IDENTIFICATION NO. 14-28-226-020 AND 14-28-226-060.

BEING PROPOSED THE MAGNA HAMPTONS P.U.D. PHASE 3, A PLANNED UNIT DEVELOPMENT