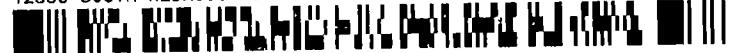


14311571 B: 11531 P: 4670 Total Pages: 9  
11/08/2024 03:41 PM By: zjorgensen Fees: \$0.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: RIVERTON UTAH  
12830 SOUTH REDWOOD ROAD RIVERTON, UT 840656609

When recorded, mail to:



Riverton City Recorder  
12830 South 1700 West  
Riverton City, UT 84065

Parcel No(s): 27-32-352-001 & 27-31-476-001

## LONG-TERM STORMWATER MANAGEMENT AGREEMENT

This Long-Term Stormwater Management Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Riverton City, a Utah municipal corporation ("City"), and South Mountain Advancement, LLC, a Delaware Limited Liability Company ("Owner").

### RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the City, as set forth in the Riverton City 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 ("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 ("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 accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner is required to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Stormwater Facilities"); and

WHEREAS, the Stormwater Facilities are more particularly described and shown in the final site plan or subdivision approved for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, summary description of all Stormwater Facilities, details and all appurtenance draining to and affecting the Stormwater Facilities and establishing the standard operation and routine maintenance procedures for the Stormwater Facilities, and control measures installed on the Property, ("Long Term Stormwater Management Plan") more particularly shown in Exhibit "B" on file with the Riverton City Recorder and,

WHEREAS, a condition of Development Plan approval, and as required as part of the City's Small 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 Long Term Stormwater Management 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 City's approval of the Long Term Stormwater Management 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 accordance with the Development Plans and specifications, and any amendments thereto which have been approved by the City.

### **Section 2**

**Maintenance of Stormwater Facilities.** The Owner shall, at its sole cost and expense, adequately maintain the Stormwater Facilities. Owner's maintenance obligations shall include all system and appurtenance built to convey stormwater, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate 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 of Stormwater Facilities.** The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to the City 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 June 30<sup>th</sup> of each year and shall be on forms acceptable to the City.

#### **Section 4**

City Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice not less than three business days to the Owner. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Long Term Stormwater Management Plan.

#### **Section 5**

Notice of Deficiencies. If the City finds that the Stormwater Facilities contain any defects or are not being maintained adequately, the City shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time, but not less than sixty (60) days, to cure such defects or deficiencies. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the address listed on the Salt Lake County Tax Assessor.

#### **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 City within the required cure period to ensure that the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.

#### **Section 7**

City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided in Section 5 and failure to cure, then, upon Owner's failure to cure or correct within thirty days following a second notice delivered to Owner, the City may issue a Citation punishable as a Misdemeanor in addition to any EPA fine. The City may also give written notice that the facility storm drain connection will be disconnected. Any damage resulting from the disconnection is subject to the foregoing cure periods. It is expressly understood and agreed that the City 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 City. The actions described in this Section are in addition to and not in lieu of any and all equitable remedies available to the City 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 City, 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 city system, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. 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 attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

### **Section 9**

**Successor and Assigns.** This Agreement shall be recorded in the Salt Lake County Recorder's Office 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. Any and all suits for any claims or for any and every 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 City, and the Owner agrees to hold the City harmless from any liability in the event the Stormwater Facilities fail to operate properly. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from failure of Owner to comply with its obligations under this agreement relating to the Stormwater Facilities.

### **Section 13**

**Amendments.** This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Salt Lake County Recorder's Office.

### **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 the Agreement.

### **Section 15**

Exhibit B. The Long-Term Stormwater Management Plan (LTSWMP) must adapt to change in good judgment when site conditions and operations change and when existing programs are ineffective. Exhibit B will not be filed with the agreement at County Recorder but is included by reference and kept on file with the City Recorder. Revision applications must be filed with the City Stormwater Division and amended into the LTSWMP on file with the Riverton City recorder.

## STORMWATER FACILITIES MAINTENANCE AGREEMENT

SO AGREED this 31 day of August 2023.

### PROPERTY OWNER

By: Steven Usdan Title: Authorized Person

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

California  
STATE OF UTAH )  
Los Angeles :ss.  
COUNTY OF SALT LAKE )

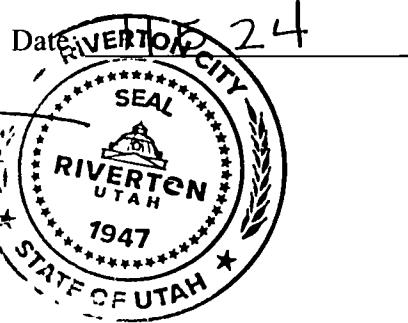
The above instrument was acknowledged before me by Steven Usdan, this 31 day  
of August, 2023.

By: Asst  
Notary Public  
Residing in: Los Angeles, CA  
My commission expires: 10/09/2025

See attached (A)  
Notary acknowledgment

### RIVERTON CITY

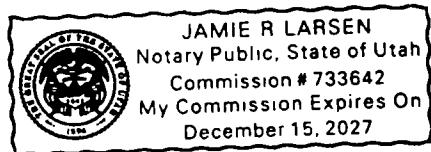
By: Trent Staggs  
Attest: Trent Staggs  
Mayor Trent Staggs  
City Recorder



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

The above instrument was acknowledged before me by Trent Staggs this 5 day  
of NOV, 2024.

By: Jamie R. Larsen  
Notary Public  
Residing in: Riverton  
My commission expires: 12.15.27



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 08/31/2023 before me,

Alex Itkis, Notary public  
(Here insert name and title of the officer)

personally appeared Steven Usdian

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Alex Itkis  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Long term Stormwater

(Title or description of attached document)

Agreement

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple

Attachments:

Exhibit A: Plat and Legal Description

Exhibit B: Long-Term Stormwater Management Plan; Filed with Riverton City Recorder

## EXHIBIT A

### **East Parcel**

A part of the Southeast Quarter of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the North Line of 13400 South Street located 243.29 feet North 89°33'28" West along the Section Line; and 66.67 feet North 0°26'32" East from the Southeast Corner of said Section 31; and running thence North 44°03'18" West 53.65 feet to the East Line of 4050 West Street the following five courses: North 0°03'07" West 15.73 feet; North 10°30'06" East 23.01 feet; North 0°26'29" East 171.52 feet; North 3°08'06" West 144.28 feet; and North 0°26'29" East 66.94 feet; thence South 89°33'14" East 272.28 feet; thence South 0°26'46" West 226.96 feet; thence North 89°33'14" West 48.75 feet; thence South 0°26'46" West 232.11 feet to the North Line of said 13400 South Street; thence North 89°34'01" West 180.77 feet along said North Line to the Point of beginning.

Contains 110,331 sq. ft.  
or 2.533 acres

### **Middle Parcel**

A part of the Southeast Quarter of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the North Line of 13400 South Street located 1842.07 feet South 89°33'28" East along the Section Line; and 59.01 feet North 0°26'46" East from the South Quarter Corner of said Section 31; and running thence North 0°26'46" East 281.48 feet; thence Northeasterly along the arc of a 415.00 foot radius curve to the left a distance of 104.88 feet (Center bears North 20°04'28" West, Central angle equals 14°28'45" and Long Chord bears North 62°41'09" East 104.60 feet) to a point of tangency; thence North 55°26'46" East 210.96 feet to a point of curvature; thence Northeasterly along the arc of a 125.00 foot radius curve to the right a distance of 76.36 feet (Central Angle equals 35°00'00" and Long Chord bears North 72°56'46" East 75.18 feet) to a point of tangency; thence South 89°33'14" East 95.97 feet to the West Line of 4050 West Street; thence along said West Line the following five courses: South 0°26'29" West 73.95 feet; South 4°01'04" West 144.28 feet; South 0°26'29" West 171.52 feet; South 8°17'18" East 26.39 feet; and South 0°03'07" East 17.88 feet; thence South 45°11'40" West 56.79 feet to the North Line of said 13400 South Street; thence North 89°33'36" West 388.25 feet along said North Line to the point of beginning.

Contains 171,051 sq. ft.  
or 3.927 acres

### **West Parcel**

A part of the Southeast Quarter of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the North Line of 13400 South Street located 1302.52 feet South 89°33'28" East along the Section Line; and 57.02 feet North 0°26'32" East from the South Quarter Corner of said Section 31; and running thence North 0°29'32" East 257.18 feet; thence South 89°33'14" East 393.87 feet to a point of curvature; thence Northeasterly along the arc of a 415.00 foot radius curve to the left a distance of 86.09 feet (Central Angle equals 11°53'10" and Long Chord bears North 84°30'11" East 85.94 feet); thence South 0°26'46" West 264.05 feet to the North Line of said 13400 South Street; thence along said North Line the following three courses: North 89°33'36" West 230.29 feet; South 89°10'01" West 89.05 feet; and North 89°33'28" West 160.23 feet to the point of beginning.

Contains 123,004 sq. ft.  
or 2.824 acres