

After recording return to:

Murray City Corporation
10 East 4800 South
Murray, UT 84107

14435046 B: 11600 P: 1349 Total Pages: 18
09/11/2025 01:35 PM By: salvvarado Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: MURRAY CITY CORPORATION
10 E 4800 S MURRAY, UT 84107

APN:



Permit Number: _____

Map & Parcel Number: _____

Project Name & Address: Cottonwood Creek Towns, 825 E 4800 S Murray UT

STORM WATER INSPECTION AND MAINTENANCE AGREEMENT

THIS STORM WATER INSPECTION AND MAINTENANCE AGREEMENT (“Agreement”), made and entered into by and between MURRAY CITY CORPORATION, 10 East 4800 South, Murray, Utah (“City”), and Cottonwood Towns Murray, LLC 45 E Center St Ste 004, North Salt Lake UT and its heirs, successors, or assigns (“Owner”), is made effective as of the date of execution by City (Effective Date).

RECITALS

A. City is required by federal and state surface water quality regulations and its National Pollutant Discharge Elimination System (NPDES) permit to prevent surface water quality degradation from development or redevelopment activities within its jurisdiction, and City has adopted storm water quality regulations which are contained in Chapter 13.52 of the Murray City Municipal Code, the Storm Water Management Ordinance (“Ordinance”).

B. Under the Ordinance, City has the authority to inspect private storm water management facilities within the City and to order corrective actions to private storm water management facilities which are necessary to maintain properly the storm water management facilities within the City.

C. The Ordinance requires that private storm water management facilities be maintained by the real property owner, and a maintenance agreement must be executed as a condition of development plan approval.

D. Owner is the owner of certain real property located in Murray City, Salt Lake County, Utah, and more particularly described in Exhibit A, attached hereto (the "Premises").

E. Owner has submitted for approval by City an application and Site Plan or Subdivision Plat (the "Plan") in order to make improvements to the Premises which require the construction and installation of storm water management facilities ("Facilities") pursuant to the Ordinance.

F. Owner has constructed or will construct on-site Facilities on the Premises which comply with the planning and technical requirements of the Ordinance, the Murray City Storm Drain Guidance Manual ("BMP manual") and the regulations of the State of Utah.

G. City and Owner are entering into this Agreement for the purpose of providing for the perpetual maintenance, repair and care of the Facilities.

NOW, THEREFORE, for and in consideration of the City's approval of the Facilities and issuance of an occupancy permit to the Owner and in further consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

AGREEMENT

1. This Agreement includes the following exhibits which are incorporated by reference herein:

- a. Exhibit A: Legal Description of Premises.
- b. Exhibit B: Plan – shows an accurate location of each storm sewer management practice included in the Maintenance and Repair Plan and shows maintenance easements that will ensure access to the site for purposes of inspection, maintenance and repair.
- c. Exhibit C: Maintenance and Repair Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

2. Owner covenants that the Facilities constructed or to be constructed on the Premises have been or shall be constructed by Owner in accordance with the plans and specifications in the Plan and that the Facilities comply or will comply with all the requirements of the Ordinance, BMP manual and the regulations of the State of Utah. Responsibility for the adequacy and design and construction of the Facilities rests solely with Owner. The signing of this Agreement shall not be construed as approval of the design or the construction details of the Facilities.

3. Owner agrees to maintain the Facilities identified in Exhibit B in good operating condition and to pay the costs of operation and maintenance of the Facilities. The maintenance of the Facilities shall be in accordance with all applicable City and State requirements and regulations, and shall include but not be limited to the following:

a. an annual inspection by a qualified inspector who will submit a written report ("Report") of the inspection to the engineering services division ("Division"), for the purpose of describing the condition of the Facilities, documenting maintenance and report needs and ensure compliance with the purpose and requirements of the Ordinance; the Report shall be due on the anniversary date of this Agreement, and shall have been performed within two months prior to the Report's due date. The Report shall state the site name and address, the Owner's name, the inspection date, the inspector's name and qualifications, and shall describe any deficiencies and required maintenance on the Facilities.

b. the remediation of any deficiencies identified by the annual inspection. A supplementary report on such remediation shall be due, and remediation and maintenance needs addressed, in a timely manner, on a schedule to be determined by the Division.

c. the removal of silt, litter, and other debris, the cutting of grass, grass cuttings, and vegetation removal, and the replacement of landscape vegetation, in detention and retention basins, and inlets and drainage pipes and any other Facilities.

d. all additional maintenance and all other repairs and improvements consistent with the needs and standards outlined in the BMP manual to keep the Facilities operating in an efficient, safe, and sanitary manner.

e. If it is later determined that the City's NPDES permit clearly directs Owner or the City to manage the Facilities differently than specified in the Maintenance and Repair Plan, the direction of the NPDES permit shall overrule the provisions of the Maintenance and Repair Plan.

4. Owner hereby grants to the City the right of ingress, egress and access to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the Facilities. Owner hereby grants the City the right to install and maintain equipment to monitor or test the performance of the Facilities for quality and quantity upon reasonable notice to Owner.

5. In the event that Owner fails to inspect, report on, or properly maintain the Facilities within the specified time limits, the City may enter upon the Premises and take whatever steps it deems necessary to maintain the Facilities. It is understood that the City is under no obligation to maintain the Facilities and this Agreement shall not be construed to impose such an obligation on the City. If such maintenance is performed, Owner shall reimburse City for the costs of such maintenance within ten (10) days of written notice by City to Owner. Any amounts unpaid by Owner to City following this time shall be recorded as liens against the Premises.

6. a. Owner and Owner's heirs, administrators, executors, assigns, and any other successor in interest shall indemnify and hold the City harmless from any and all

damages, accidents, casualties, occurrences, claims or attorney's fees which might arise or be asserted, in whole or in part, against the City from the construction, presence, existence, or maintenance of the Facilities by Owner or City.

b. In the event a claim is asserted against the City, its agents, or employees, City shall notify Owner and City shall defend at Owner's expense any suit based on such claim. If any judgment or claims shall be allowed against City, its agents, or its employees, Owner shall pay all costs and expenses in connection therewith.

7. No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

8. It is the intent of this Agreement to ensure the proper maintenance of the Facilities by Owner. However, this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by storm sewer management.

9. This Agreement shall be recorded with the Salt Lake County Recorder's Office and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs, and any other successors in interest.

10. Owner has designated: Name: Cottonwood Creek Townhomes
Address: Homeowners Association, INC
45 E Center St. Suite 004
North Salt Lake, Utah 84054
Telephone Number: +18013979755
Email: info@buildwithbrighton.com

to serve as the responsible individual for execution of the responsibilities of this Agreement. The Owner shall inform the City regarding any change in the designee responsible or the contact address or telephone number of the designee.

11. The designation in paragraph 10 above does not relieve the Owner of responsibility for fulfilling the provisions of this Agreement.

12. If applicable, Owner agrees that for the Facilities to be maintained by a property owner association, deed restrictions and covenants for the subdivision or other development will include mandatory membership in the property owner's association responsible for providing maintenance of the Facilities, will require the association to maintain the Facilities, will prohibit termination of this covenant by unilateral action of the association, and provide for unpaid dues or assessments to constitute a lien upon the property of an Owner upon recording a notice of non-payment.

13. Upon acceptance by a grantee of all or part of the Premises shown in **Exhibit A** along with the assumption by the grantee in writing of the Owner's responsibilities as set

forth in this Agreement, the previous Owner shall be released from any further obligation upon the provision of this Agreement with respect to that portion of the Premises conveyed. Documentation of such transfer of responsibility must be transmitted to City at: Murray City Corporation, Attention Engineering Division, 4646 South 500 West, Murray, Utah 84107. Such assumption of responsibility must be in the form of a new agreement between City and the new Owner assuming responsibility.

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the Effective Date.

ATTEST:

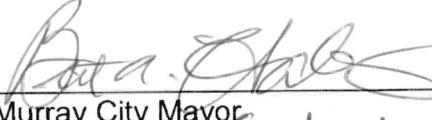
MURRAY CITY CORPORATION


City Recorder

STATE OF UTAH

COUNTY OF SALT LAKE)

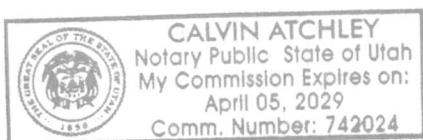



Murray City Mayor

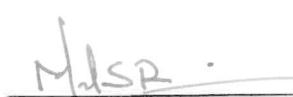
Effective Date:

September 5, 2025

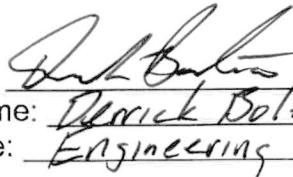
On the 5th day of September, 2025, personally appeared before me, the undersigned notary public in and for the County of Salt Lake, State of Utah, Brett A. Hales and Brooke Smith who acknowledged to me that they are the Mayor and City Recorder, respectively, of **MURRAY CITY CORPORATION**, A Utah municipal corporation and political subdivision and signed it freely and voluntarily and in behalf of said municipal corporation for the purposes mentioned herein.



Approved as to form:


City Attorney's Office

Approved as to content:

BY: 
Name: Derrick Bolton
Title: Engineering

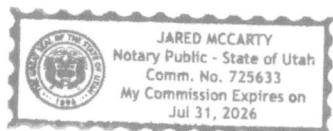
Date: 8-28-25

Legal Name of Owner:

BY: S. Pugsley
Name: Nathan W. Pugsley
Title: Manager

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

On the 28 day of AUGUST, 2025, personally appeared before me, the undersigned notary public in and for the County of Salt Lake, State of Utah, NATHAN W. PUGSLEY, who acknowledged to me that he/she signed it freely and voluntarily for the purposes mentioned therein.



Jared McCarty
Notary Public

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

On the day of , 20 , personally appeared before me, the undersigned notary public in and for the County of Salt Lake, State of Utah, , who acknowledged to me that he/she is a of and signed it freely and voluntarily and in behalf of said corporation or company for the purposes mentioned herein.

Notary Public

EXHIBIT A
(Attach Legal Description)

**COTTONWOOD CREEK TOWNS
LEGAL DESCRIPTION**

PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF 4800 SOUTH STREET, POINT BEING 540.14 FEET SOUTH $85^{\circ}11'43''$ WEST FROM A FOUND BRASS CAP MONUMENT AT THE INTERSECTION OF 900 EAST STREET AND VAN WINKLE (SAID MONUMENT BEING NORTH $04^{\circ}54'30''$ WEST 1110.09 FEET FROM A FOUND BRASS CAP MONUMENT); THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 426.83 FEET, AN ARC LENGTH OF 313.54 FEET, A DELTA ANGLE OF $42^{\circ}05'19''$, A CHORD BEARING OF SOUTH $44^{\circ}33'40''$ WEST, AND A CHORD LENGTH OF 306.54 FEET; (2) ALONG A COMPOUND CURVE TURNING TO THE RIGHT WITH A RADIUS OF 340.00 FEET, AN ARC LENGTH OF 224.99 FEET, A DELTA ANGLE OF $37^{\circ}54'54''$, A CHORD BEARING OF SOUTH $75^{\circ}11'21''$ WEST, AND A CHORD LENGTH OF 220.91 FEET; THENCE NORTH $00^{\circ}50'45''$ EAST 133.80 FEET; THENCE NORTH $89^{\circ}59'45''$ WEST 163.92 FEET; THENCE NORTH 335.72 FEET; THENCE SOUTH $82^{\circ}30'00''$ EAST 100.01 FEET; THENCE SOUTH $00^{\circ}50'45''$ WEST 22.51 FEET; THENCE SOUTH $82^{\circ}29'15''$ EAST 139.50 FEET; THENCE SOUTH $48^{\circ}59'15''$ EAST 66.00 FEET; THENCE SOUTH $72^{\circ}11'45''$ EAST 318.96 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF 4800 SOUTH STREET AND TO THE POINT OF BEGINNING.

CONTAINING 167,548 SQUARE FEET OR 3.846 ACRES.

EXHIBIT B

(Attach Site Plan/Subdivision Plat ("Plan"))

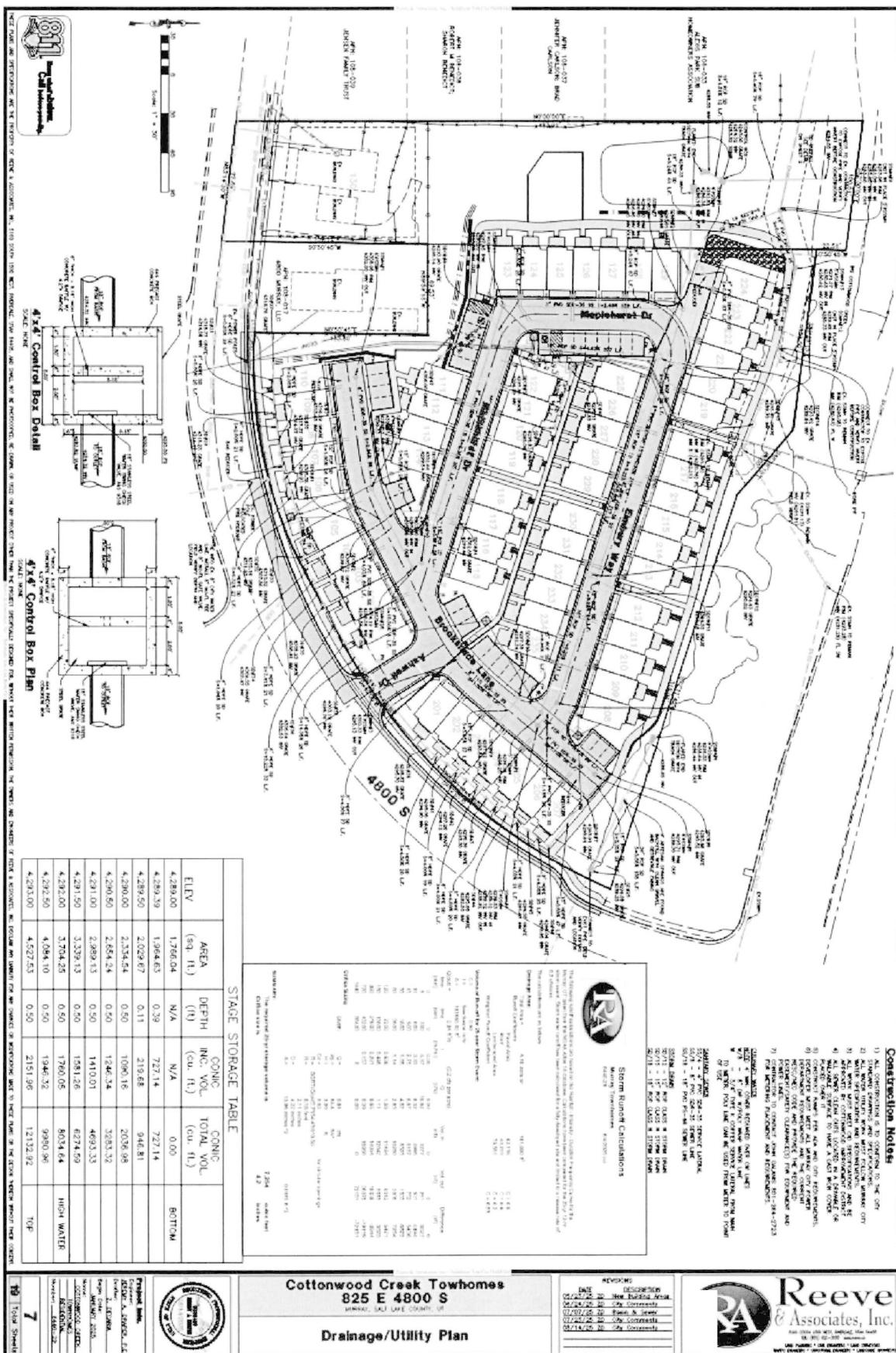


EXHIBIT C
(Attach Maintenance and Repair Plan)

Exhibit C: Inspections/Maintenance

Inspection documentation will be located in Appendix A

The Owner listed below will be responsible for the inspections and maintenance.

Owner Company: Cottonwood Towns Murray, LLC

Owner Address: 45 East Center Street, Ste 004

North Salt Lake

Owner Contact Person: John Blocker

Title: Project Manager

Telephone Number: 801-397-9755

Email: john@buildwithbrighton.com

1. Long Term Stormwater BMPs need to be inspected by a qualified person during installation to ensure the control is properly installed. This will be performed by a qualified person from the City or the design engineer.

List below the schedule for inspections of each of the BMPs listed in Exhibit B:

List of BMPs	Describe the inspection and maintenance schedule
Parking Lots Cleaning and Maintenance	Weekly walk-through and twice annual comprehensive
Winter Snow and Ice Controls and Salt Storage	Weekly during winter months, and once annually in the spring during cleanup (after termination of snow conditions)
Trash and Debris	Twice Annually
Mulches and Soils	Twice Annually
Mowing and Trimming	Walkthrough and cleanup following regular maintenance
Leaves – Autumn Cleanup	Once annually, in the fall (prior to cold weather conditions)
Fertilizer	Walkthrough and cleanup following each application
Storm Inlets	Twice Annually

Long Term Stormwater Management Plan (LTSMP)

Inspection Report

Site Name:		Date of Evaluation					
Site Address:							
FACILITY CONTACT INFORMATION							
	NAMES			PHONE	E- MAIL ADDRESS		
SITE CONTACT:							
INSPECTOR CONTACT:							
Controls Inspected:							
Business Type (Circle One): Commercial, HOA, Public Institution, Industrial							
Are SOP's for Stormwater Post Construction Inspections implemented and available for review? YES NO							
Circle Answer		Orifice Required for site YES NO		Orifice Size:		Hooded outlet cover (snout) Required for site YES NO	
Circle Answers							
Items Inspected		Checked		Maintenance Required?		Is there excessive accumulation?	Observations and Remarks
		Yes	No	Yes	No	Yes	No
1. Site Drawings							(Current site drawings, i.e. LTSMP updated with any changes)
2. Operator Awareness for LTSMP							(Is there an active LTSMP available and does the operator have access to this Plan?)
3. Documentation							(Is there documentation which demonstrates maintenance and compliance with LTSMP, etc.?)
4. Dumping Evidence							(Is there evidence of stains, piles, or smells near waterways or inlets, etc.?)
5. Spill Evidence							
6. General Site Exposure							(Is there existing stockpiles, uncovered unmaintained equipment, etc.?)
7. Other Pollution Sources							
8. Stormwater Storage condition and capacity (detention/retention ponds)							
9. Inlets and catch basins							
10. Conveyance System							
11. Manholes							
12. Parking/Pavement							
13. Waste Collection							
14. Landscaping							
15. Pre-Treatment devices							
16. Sumps							
17. Flow Control devices							
18. Flood Control Storage							
19. Surface LID Systems							
20. Site Specific SOP Items							
21. Other							
Notes:							
Print Name:				Date:			
Signature:				Title or Position			

BMP Measurement Log

These logs are for BMPs that depend on measurement for cleanout and for Stormwater capacity.

<u>Control Name and Number</u>	<u>Date</u>	<u>Inspection Method</u>	<u>Result</u>

Common Pollutants from Stormwater Discharges

Pollutants	Sources	Consequences of Pollutant
Sediment	Erosion or soils that are not stabilized.	Destruction of aquatic habitat for fish and plants, transportation of attached oils, nutrients and other chemical contamination, increased flooding. Sediment can transport other pollutants that are attached to it including nutrients, trace metals, and hydrocarbons. Sediment is the primary component of total suspended solids (TSS), a common water quality analytical parameter.
Nutrients (Phosphorus, Nitrogen Potassium, Ammonia)	Fertilizers; Plant Debris (grass clippings, leaves); Animal Waste; Sediment	Harmful algal blooms, reduced oxygen in the water, changes in water chemistry and pH. Nutrients can result in excessive or accelerated growth of vegetation, resulting in impaired use of water in lakes and other receiving waters.
Hydrocarbons (Petroleum Products, Benzene, Toluene, Ethyl benzene, Xylene)	Oils; Gasoline; Diesel Fuel; Antifreeze; Plant and Animal Oils;	These pollutants are toxic to humans and wildlife at very low levels. Carcinogenic. Teratogenic.
Heavy Metals	Manufacturing; Industrial Wastes; Vehicles and Equipment; Storage; Batteries; Paints	Metals including lead, zinc, cadmium, copper, chromium and nickel are commonly found in storm water. Metals are of concern because they are toxic to all life at very low levels. Carcinogenic. Teratogenic
Toxic Chemicals (Chlorides) – including Pesticides & Herbicides, Detergents, Soaps	Industrial Chemicals; Pesticides; Herbicides; Detergents; Soaps;	Chemicals are of concern because they are toxic to all life at very low levels. Carcinogenic. Teratogenic.
Trash, Debris, Solids	Wastes	Aesthetically unpleasant. Risk of decay product toxicity. Risk of aquatic animal entrapment or ingestion and death.
Pathogens – Bacteria and Viruses	Animal Waste; Human Waste	Human health risks due to disease and toxic contamination of aquatic life.
Salt	Salt Piles; Car Washing; Snow Removal	Salt can infiltrate into groundwater and contaminate it. Vegetation is damaged or killed by salt causing oxygen to be taken out of the water. Aquatic life can be killed or have stunted growth due to salt. Salt also traps food and nutrients preventing fish and animal life from accessing those nutrients
Temperature (Thermal Pollution)	Industrial Waste Water; Removal of Vegetation near streams; lack of vegetation surrounding roads and parking lots	High water temperatures can kill or harm cold water fish. This occurs by slowing of metabolism in fish which causes malnutrition; oxygen depletion in the water; forced migration of the aquatic life

Amendment Log

Date	Description of the Amendment	LTSMP Section	Amendment Prepared by

Training Log

Date	Description of the Training	Attendees Name

Exhibit D: Annual report

*Include Training Logs and Inspection Reports with Annual Report when submitting.

Appendix A: Recordkeeping Documents

Include documents/records in this section



6-24-25

COTTONWOOD CREEK TOWNS
LEGAL DESCRIPTION

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5160 South 1500 West • Riverdale, Utah 84405 • Tel: 801-621-3100 • Fax: 801-621-2666

Email: office@reeve.co • Website: www.reeve.co

