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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/06/2019 11:05 AM
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DEPT REC'D FOR FARMINGTON CITY C
ORP

When recorded, mail to:

Farmington City
160 S Main
Farmington, UT 84015

Flag Parcel #1

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DEC 06 2019

Affects Parcel No(s): ~~07-031-0069~~ and ~~07-031-0077~~
07-337-0001 to 0017;

LONG-TERM STORMWATER MANAGEMENT AGREEMENT

This Long-Term Stormwater Management Agreement ("Agreement") is made and entered into this 28th day of August, 2018, by and between Farmington City, a Utah municipal corporation ("City"), and Farmington Brownstones, LLC, a Utah 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 MS4, as set forth in the Farmington 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 appurtenances 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 City Planning Department 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,

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 appurtenances 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 30th 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 Stormwater Facilities Maintenance 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 by the 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 State or 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 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 Davis 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 Davis County Recorder's Office.

EXHIBIT A

PARCEL 1: 07-031-0077 kna 07-337-0001, 0002, 0011 to 0017

BEGINNING 2 RODS EAST AND 245 FEET SOUTH FROM THE NORTHEAST CORNER OF LOT 6, BLOCK 12, PLAT "A", FARMINGTON TOWNSITE SURVEY, IN THE CITY OF FARMINGTON, AND RUNNING THENCE SOUTH 85 FEET, THENCE WETS 218.33 FEET TO THE EAST LINE OF HIGHWAY 91; THENCE NORTH 39°16' WEST 33.0 FEET ALONG THE EAST LINE OF SAID STATE HIGHWAY RIGHT OF WAY; THENCE NORTH 80°01'30" EAST 41.85 FEET TO THE WEST LINE OF SAID BLOCK 1; THENCE NORTH 122 FEET; THENCE EAST 79 FEET; THENCE SOUTH 70 FEET; THENCE EAST 119 FEET TO THE POINT OF BEGINNING.

PARCEL 2: ~~07-31-0069~~ kna 07-337-0003 to 0010

BEGINNING 80 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 6, BLOCK 1, PLAT "A", FARMINGTON CITY SURVEY, IN THE CITY OF FARMINGTON, AND RUNNING THENCE EAST 2 RODS; THENCE SOUTH 165 FEET; THENCE WEST 119 FEET; THENCE NORTH 165 FEET; THENCE EAST 86 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT AND RIGHT OF WAY OVER THE WEST 10.0 FEET OF PROPERTY ADJACENT TO THE NORTH FOR THE INSTALLATION, REPAIR, REPLACEMENT, AND MAINTENANCE OF AN UNDERGROUND SANITARY SEWER LINE, WITH THE RIGHTS OF INGRESS AND EGRESS NECESSARY FOR THE USE AND UTILIZATION OF SAID EASEMENT AND RIGHT OF WAY.

EXHIBIT B

Long Term Stormwater Management Plan

for:

FARMINGTON BROWNSTONES
Approx. 185-193 East 25-65 South
Farmington, UT 84025

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

The site infrastructure and operations described in this Section are limited at controlling and containing pollutants and if managed improperly can contaminate the environment. The LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the limitations of the site infrastructure. The property manager must use good judgment and conduct operations appropriately, doing as much as possible indoors and responsibly managing operations that must be performed outdoors.

Impervious Areas, Parking, Sidewalk and Patio

The impervious infrastructure will consist of concrete drives, asphalt paved road surfaces, walkways to the home, small rear patios, curb and gutter. The road surfaces and curb and gutter are designed to funnel and collect contaminants and debris in locations as per the approved engineered construction drawings. The home owners association (the "HOA") will incorporate into its maintenance duties an SOP that such drains will be regularly inspected and cleaned by contracted maintenance or landscape maintenance company.

Storm Drain System

The storm water system will be constructed as per approved engineered construction drawings. Its presence and maintenance will positively impact water quality. HOA will use Farmington City's BMP guidelines for Storm Drain System Best Management Practices after the construction phase, such as: during snowy weather, inlet protection should be marked with a candle marker or some other effective device to warn storm plows to avoid the inlet. Storm inlet should be inspected after any snow plowing to be sure it is installed correctly.

Landscaping

The developer will have designed and installed landscaping that is sensitive to water consumption. Automatic sprinkling systems will be installed to minimize secondary water consumption. All excess water crossing landscaping will be contained within the storm drain system. HOA will adhere to BPM for landscape maintenance, which will include weekly maintenance and cleanup; all debris removed from the site by the landscape contractor. This will limit any debris flowing toward a storm drain system.

Waste Management

The HOA will contract with a qualified, licensed, insured and bonded waste management contractor for weekly off-haul of waste. Each household in the development will have an individual trash receptacle for weekly off-haul. Such containment and weekly off-haul of trash will improve water quality as it will remain free of debris and pollution.

Utility System

The utility system should have little of no impact on the storm drain system. All utilities will be installed underground and maintained by the municipalities or providers to which they are dedicated. The landscape maintenance contractor will look to keep the trees maintained in size and scope so as not to interfere with utility lines.

Snow and Ice Removal Management

Snow and ice removal will be contracted with a qualified snow/ice removal management company. Snow and ice will be removed to limit debris flowing toward the storm drains.

Equipment / Outside Storage

No outside storage structures or equipment are contemplated in the development project.

Outdoor Functions; Yard Sale Events, Fund Raisers...

All such outdoor functions, such as yard sale events, fund raise5rs, etc. much comply with Farmington City ordinances. The HOA will not allow these events to generate trash or, if they do, they must be contained in receptacles that are part of the scheduled waste management program. This will help maintain good water quality and keep the storm drain systems free of debris.

Add infrastructure or operations that are unique to this site

There are no infrastructure operations unique to this site.

SECTION 2: TRAINING

The HOA will ensure that all employees and maintenance contractors know and understand the SOPs specifically written to manage and maintain the property. Maintenance contractors must use the stronger of their Company and the LTSWMP SOPs. File all training records in Appendix C.

SECTION 3: RECORDKEEPING

The HOA will maintain records of operation and maintenance activities in accordance with SOPs, and will mail a copy of the record to Farmington City's Storm Water Official annually.

SECTION 4: APPENDICES

- Appendix A- Site Drawings and Details
- Appendix B- SOPs
- Appendix C- Recordkeeping Documents

APPENDIX A – SITE DRAWINGS AND DETAILS

APPENDIX B – SOPs

Storm Drain System:

HOA will incorporate into its maintenance duties an SOP that such drains will be regularly inspected and cleaned by contracted maintenance or landscape maintenance company. HOA will use Farmington City's BMP guidelines for Storm Drain System Best Management Practices after the construction phase, such as: during snowy weather, inlet protection should be marked with a candle marker or some other effective device to warn storm plows to avoid the inlet. Storm inlet should be inspected after any snow plowing to be sure it is installed correctly.

Landscaping:

HOA will adhere to BPM for landscape maintenance, which will include weekly maintenance and cleanup; all debris removed from the site by the landscape contractor. This will limit any debris flowing toward the storm drains.

Waste Management:

The HOA will contract with a qualified, licensed, insured and bonded waste management contractor for weekly off-haul of waste.

Utility System:

The landscape maintenance contractor will look to keep the trees maintained in size and scope so as not to interfere with utility lines.

Snow and Ice Removal Management:

Snow and ice removal will be contracted with a qualified snow/ice removal management company. Snow and ice will be removed to limit debris flowing toward the storm drains.

APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

