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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/03/2019 02:48 PM
FEE \$0.00 Pgs: 17
DEP RTT REC'D FOR BOUNTIFUL CITY C
GRP

When recorded, mail to:

Bountiful City Engineer
790 S 100 E
Bountiful, Utah 84010

Affects Parcel No(s): 05-151-0020

05-151-0001 to 0020

**BOUNTIFUL CITY
STORM WATER FACILITIES
MAINTENANCE AGREEMENT**

This Storm Water Facilities Maintenance Agreement ("Agreement") is made and entered into this 7 day of July, 20 19 by and between Bountiful City, a Utah municipal corporation ("the City"), and BRISTOL Village Town Homes LLC ("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 Title 6 of the Bountiful City Code ("the Code"); 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 accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner desires to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Storm Water Facilities"); and

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

WHEREAS, as 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 addressing the maintenance requirements for the Storm Water Facilities and control measures installed on the Property.

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 Development Plan, and the mutual covenants contained herein, the parties agree as follows:

1. Owner's Obligations to Construct, Maintain and Inspect Storm Water Facilities. The Owner shall, at its sole cost and expense:

- (a) construct the Storm Water Facilities in strict accordance with the plans and specifications identified in the Development Plan, and any amendments thereto which have been approved by the City, and in compliance with applicable City, State and Federal law.
- (b) adequately maintain the Storm Water Facilities. Owner's maintenance obligations shall include all pipes and channel built to convey storm water, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Storm Water Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Storm Water Facilities in good working condition. In the event that a maintenance schedule is set forth in the Development Plan, such maintenance schedule shall be followed.
- (c) inspect the Storm Water 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 Storm Water Facilities. The annual inspection shall cover all aspects of the Storm Water Facilities, including, but not limited to, the structural improvements, berms, 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.

2. 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 Storm Water Facilities whenever deemed necessary by the City. 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 Storm Water Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the City, State and Federal law and the Development Plan.
3. Notice of Deficiencies. If the City finds that the Storm Water 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 to cure such defects or deficiencies. Such notice shall be hand-delivered to the Owner or sent certified mail to the Owner.
4. Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Storm Water Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Storm Water Facilities are adequately maintained and continue to operate as designed and approved.
5. City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Storm Water Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided herein, the City may enter upon the Property and take whatever steps necessary to correct deficiencies and to charge the costs of such repairs to the Owner. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Storm Water 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 legal 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.
6. Reimbursement of Costs. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, 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.
7. Successor and Assigns. This Agreement shall be recorded in the Davis County Recorder's Office. 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.

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.

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.

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 Storm Water 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 the construction, presence, existence, or maintenance of the Storm Water Facilities.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Bountiful City:

By: David L. Lundy

Its: Cory Enomoto

Owner:

By: [Signature]

Print Name: Patrick Scott

Title: President of Brighton Development,

Sole owner of Boulder Village, LLC

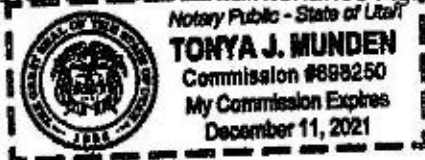
CITY ACKNOWLEDGMENT

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On the 2nd day of July, 2019, personally appeared before me
Lloyd Cheney, who being duly sworn, did say that he/she is the
City Engineer of **BOUNTIFUL CITY**, a municipal
corporation of the State of Utah, and that the foregoing instrument was signed in his/her
capacity as land use authority on behalf of the City for approval of Storm
Water Facilities Maintenance Agreements.



Tonya J. Munden
Notary Public

My Commission Expires:

12-11-21

Residing at:

150
105 N. Main St. BtF1

OWNER ACKNOWLEDGMENT

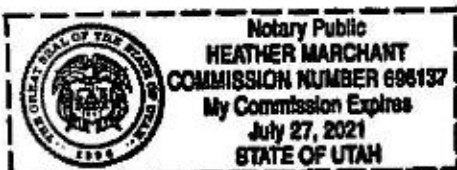
Note: If Owner is a corporation, limited liability company, partnership, trust or
other legal entity, rather than an individual, a separate applicable
acknowledgement must be provided.

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On the 2 day of July, 2019, personally appeared before me
Patrick Scott, who being duly sworn, did say that he/she is the legal
property owner of record of the property subject to this Maintenance Agreement and that
he/she has executed this Agreement with full authority to do so.



Heather Marchant
Notary Public

My Commission Expires:

July 27, 2021

Residing at:

Bountiful, Utah

Exhibit "A"
Property Legal Description

BRISTOL VILLAGE BOUNDARY DESCRIPTION

A portion of the NW1/4 of Section 31, Township 2 North, Range 1 East, Salt Lake Base and Meridian, Bountiful, Utah, more particularly described as follows:

Beginning on the West line of 200 West Street at a point located S00°05'28"W along the monument line of 200 West Street 332.88 feet and N89°54'32"W 33.00 feet from the northerly most monument found at the intersection of 1800 South Street and 200 West Street, said point of beginning is also located South 334.60 feet, West 976.47 feet and N89°54'32"W 33.00 feet from the North 1/4 Corner of Section 31, T2N, R1E, SLB&M (Basis of Bearing: S89°53'57"W along the Section line between the North 1/4 Corner of Section 31, T2N, R1E, SLB&M and the Northerly most monument found in the intersection of 1800 South Street and 200 West Street); thence S00°05'28"W along said 200 West Street 197.29 feet to the northerly line of VILLA NOVA CONDOMINIUM PROJECT, according to the Official Plat thereof on file in the Office of the Davis County Recorder; thence S89°52'25"W along said plat 260.88 feet; thence N00°06'52"E along said plat 197.40 feet; to a found Rebar and Cap thence N89°53'58"E 260.80 feet to the point of beginning.

Contains: 1.18 acres+/-

Exhibit "B"
Maintenance Schedule for Storm Water Facilities

Storm Drain Maintenance Operations

General:

These SOPs are not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in these SOPs.

1. Procedure:

- a) Inspect for need:
 - 1. Schedule cleaning for boxes and pipe that contain 2" or more of sediment and debris.
 - 2. Remove debris by vacuum Davis County landfill operated machinery.
 - 3. When accumulations are mostly floating debris this material can be removed with a net.
 - 4. Inspect standing water for mosquito larvae and contact the Davis County Mosquito Abatement District when necessary.

2. Disposal Procedure:

- a) Dispose of waste collected by machinery at regulated facilities.
- b) Floating materials and floating absorbent materials may be disposed in dumpster when dried out. Dry dirt and slurry may also be disposed in the dumpster.
- c) Disposal of hazardous waste
 - 1. Dispose of hazardous waste at regulated disposal facilities, see Waste Management and Spill Control SOP

3. Training:

- a) Annually and at hire

[illegible]

RECORD INSPECTIONS IN THE MAINTENANCE LOG

Inspection Means: Either; Traditional walk through, Awareness/Observation, and during regular maintenance operations while noting efficiencies/inefficiencies/concerns found, etc.

[illegible]

Annual Summary of LTS WMP effectiveness, inefficiencies, problems, necessary changes, etc.

*You may create your own form that provides this same information or request a word copy of this document.

Annual SOP Training Log per Section 2


SOP	Trainer	Employee Name / Maintenance Contractor Co.	Date

*You may create your own form that provides this same information or request a word copy of this document.

Architectural site plan showing building footprints, parking areas, and street layout. The plan includes labels for "TCC-HANSEN UNIT TYPE 'A'", "TCC-HANSEN UNIT TYPE 'B'", and "TCC-HANSEN UNIT TYPE 'C'". Dimensions are provided for various areas, and a note indicates "CONNECT TO EXIST. STORM DRAIN". The street is labeled "WEST STREET (PUBLIC - 66' WIDE)" and "200".

Detector Data

Project:
 Location:
 Estimated By:
 Date:



FOCUS
 INCORPORATED
 390 West 42nd Street
 Suite 1000
 New York, NY 10018

Design Criteria

Report Title:
 Subject:
 Location:
 Date:

Per NFPA 921, 11.1.1.1
 15' zone
 1.5M clearance
 For branch City Streets

Assessable Discharges

Vehicle Discharge:
 Other Discharge:
 Total Discharge:

0.37 g/s
 0.30 g/s
 None

Weighted T₁₀₀ Value

Vehicle T₁₀₀:
 Other T₁₀₀:
 Weighting and Formula:
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 Total:
 Weighted T₁₀₀ Value:

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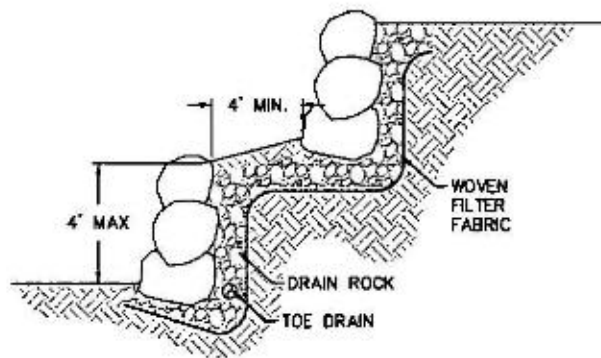
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TYPICAL RETAINING WALL DETAIL
N.T.S.

200 WEST TOWNHOMES

Bountiful City, Davis County, Utah

PRELIMINARY GRADING AND DRAINAGE PLAN



FOCUS[®]
ENGINEERING AND SURVEYING, LLC
32 WEST CENTER STREET
MIDVALE, UTAH 84047 POC: (801) 332-0075
www.focusurth.com

REVISION BLOCK

#	DATE	DESCRIPTION
1
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3
4
5
6

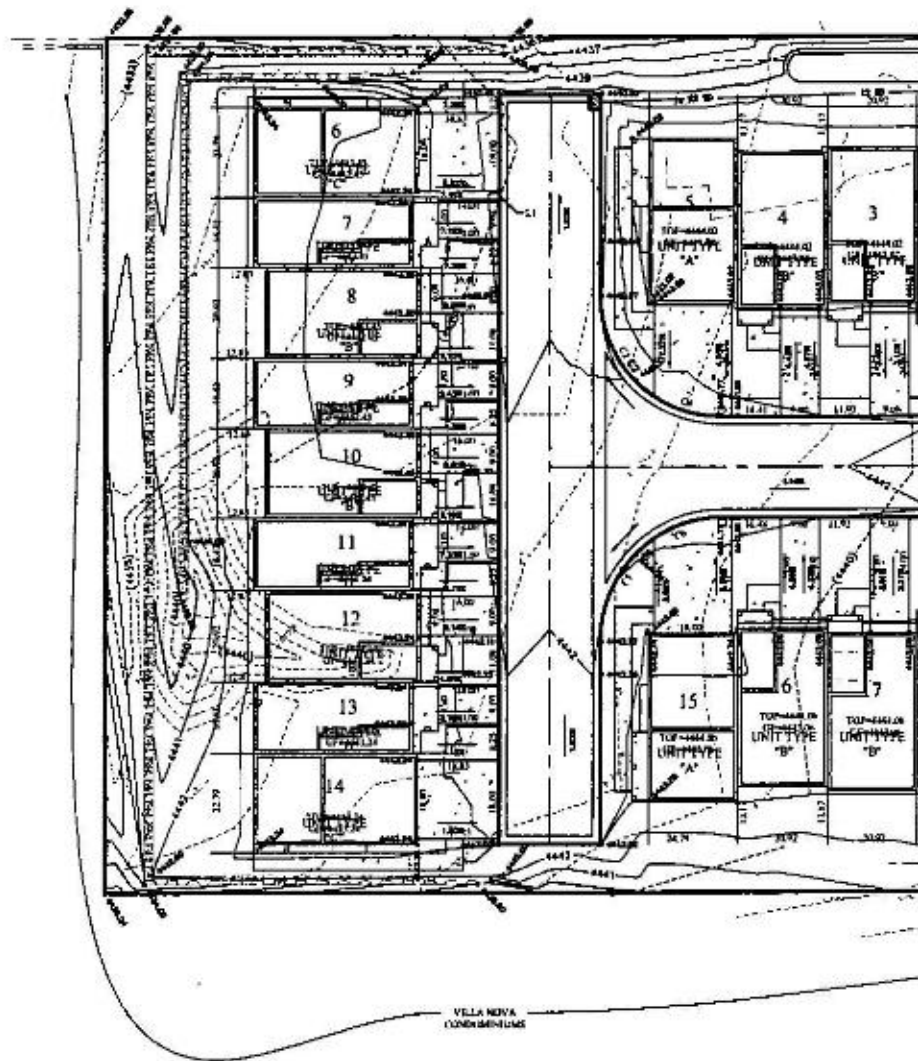
PRELIMINARY GRADING AND DRAINAGE PLAN

Scale	1"=20'	Date	GSD
Drawn	06/26/17	Jun 1	11-204
Check	C03		

PLT. 5



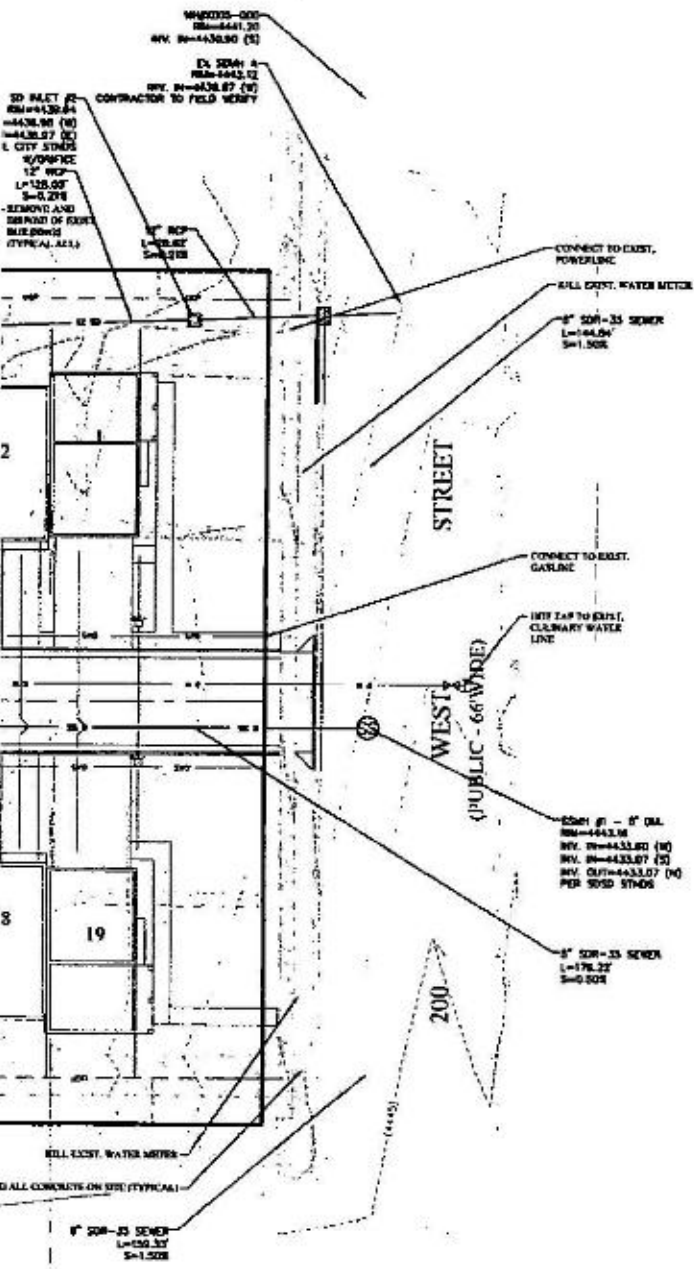
					POUR DRAIN
					POW
					CEMENTING
					LIFT LINE
					EASEMENT
					SP. STORM DRAIN
					P. SANITARY SINKER
					P. CULINARY WATER
					P. FRESHWATER WATER
					CONTOUR MARK
					CONTOUR MARK
					EXIST. STORM DRAIN
					EXIST. SANITARY SINKER
					EXIST. CULINARY WATER
					EXIST. FENCE
					EXIST. CONTOUR MARK
					EXIST. CONTOUR MARK
					STREET LIGHT
					SD MANHOLE AND COVER
					SEWER MANHOLE
					VALVE, TEE & BEND
					WATER MANHOLE
					PIPE HYDRANT
					STREET EQUIPMENT (TO BE SET)
					EXIST. STREET EQUIPMENT
					EXIST. SD INLET & MIF
					EXIST. SEWER MIF
					EXIST. VALVE, TEE & BEND
					EXIST. FIRE HYDRANT
					SPOT ELEVATION





REVISION BLOCK		DATE	DESCRIPTION
1	Initial		
2	Initial		
3	Initial		
4	Initial		
5	Initial		
6	Initial		

Score: 17/20	Domain: CPS
Date: 07/09/25	Rel. P: 17-204
Sheet:	
C03	



24' CONCRETE RESIDENTIAL ROAD

24" MODIFIED CURB & GUTTER WITH 6" ROADBASE (TYP.)

2" ASPHALT OVER 6" ROADBASE

20.00' PAVEMENT

24.00' RIGHT-OF-WAY

2.00'

_____	BOUNDARY
_____	NOSE
_____	CENTRALLINE
_____	LOW LOW
_____	ENCLOSURE
_____	1ST STREAM BRANCH
_____	2ND SANITARY SERVICE
_____	3RD CULINARY WATER
_____	4TH SECONDARY WATER
_____	CONTOUR MAJOR
_____	CONTOUR MINOR
_____	1STST. STREAM MAJOR
_____	2NDST. SANITARY SERVICE
_____	3RDST. CULINARY WATER
_____	4THST. FENCE
_____	5THST. CONTOUR MAJOR
_____	6THST. CONTOUR MINOR
_____	SIGN
_____	SURVEY LIGHT
_____	SURVEY PILE, AND CORNER
_____	NEWER MANHOLE
_____	VALVE, TEE & BOND
_____	WATER BLOW-OFF
_____	FIRE HYDRANT
_____	STREET WAGON, HEDY (TO BE SET)
_____	EXIST. STREET WAGON
_____	EXIST. SD INLET & VEH
_____	EXIST. NEWER MH
_____	EXIST. VALVE, TEE, & BOND
_____	EXIST. FIRE HYDRANT
_____	SPEC. ELEVATION

BUILDING USE:	RESIDENTIAL ATTACHED UNITS
NUMBER OF UNITS:	19 UNITS
PARKING STALLS PROVIDED:	
GARAGE STALLS:	50
UNCOVERED STALLS:	15
TOTAL:	74 (3.9 STALLS/UNIT)
LIMITED COMMON REAR YARDS	0.99 ACRES
COMMON AREAS	0.36 ACRES
LANDSCAPED LIMITED COMMON FRONT YARDS:	0.05 ACRES
TOTAL LANDSCAPED AREA:	0.50 ACRES OR 42%
GROSS AREA:	1.18 ACRES