

After recording return to:

Murray City Corporation  
10 E 4800 S  
Murray, UT 84107

APN:

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Permit Number: \_\_\_\_\_

Map & Parcel Number: \_\_\_\_\_

Project Name & Address: \_\_\_\_\_

## 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 \_\_\_\_\_, \_\_\_\_\_ 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: \_\_\_\_\_  
   Address: \_\_\_\_\_  
   \_\_\_\_\_  
   Telephone Number: \_\_\_\_\_  
   Email: \_\_\_\_\_

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**

\_\_\_\_\_  
Brooke Smith, City Recorder

\_\_\_\_\_  
Brett A Hales, Mayor

**Effective Date:** \_\_\_\_\_

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, \_\_\_\_\_ and \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public

Approved as to form:

Approved as to content:

\_\_\_\_\_  
City Attorney's Office

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Legal Name of Owner:

BY: \_\_\_\_\_

Name: \_\_\_\_\_

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

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 signed it freely and voluntarily for the purposes mentioned therein.

\_\_\_\_\_  
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)

**EXHIBIT B**

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



**EXHIBIT C**

(Attach Maintenance and Repair Plan)