

**Ogden City**

**State General Permit**

**Storm Water Management Plan 2020**

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The State General Permit may be found at

<https://deq.utah.gov/search-results?q=construction+permit&sa=&cx=015474105693784682582%3Adyx1xumg5eo&cof=FORID%3A10&ie=UTF-8&siteurl=https%3A%2F%2Fdeq.utah.gov&ref=&ss=>

Ogden City has chosen not to save the general permit in its electronic version of the SWMP, as it is readily available there.

**Ogden City**

**Construction General Permit**

**Storm Water Management Plan 2020**

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The Construction General Permit may be found at

<https://deq.utah.gov/search-results?q=construction+permit&sa=&cx=015474105693784682582%3Adyx1xumg5eo&cof=FORID%3A10&ie=UTF-8&siteurl=https%3A%2F%2Fdeq.utah.gov&ref=&ss=>

Ogden City has chosen not to save the construction general permit in its electronic version of the SWMP, as it is readily available there.

**Ogden City**

**Storm Water Management Facilities  
Maintenance Agreement**



**Storm Water Management Plan 2020**

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**THIS STORMWATER MANAGEMENT FACILITIES MAINTENANCE AGREEMENT**

made this \_\_\_ day of \_\_\_\_\_, 20 \_\_, by \_\_\_\_\_  
(individual, partnership, association, corporation, LLC)

(the "Covenantor", and for indexing purposes "Grantor"); Ogden City, a municipal corporation  
the "City", and for indexing purposes "Grantee"); \_\_\_\_\_ (the  
"Trustee", and for indexing purposes "Grantor"); and \_\_\_\_\_ (the  
"Noteholder", and for indexing purposes "Grantor").

**WITNESSETH:**

WHEREAS, the City is authorized and required to regulate and control the disposition of  
storm and surface waters within the Stormwater Management District of Ogden City as set forth  
in the Stormwater Pollution Prevention Ordinance adopted 2006, as amended (the "Ordinance"),  
adopted pursuant to the State of Utah Dept of Water Quality Genral Permit, as amended (the  
"Act"); and

WHEREAS, the Covenantor is the owner and is seized in fee simple of a certain tract or  
parcel of land more particularly described on Schedule A attached hereto (the "Property"); and

WHEREAS, Covenantor desires to construct certain improvements on the Property  
which will alter existing storm and surface water conditions on both the Property and adjacent  
lands; and

**GPIN#** \_\_\_\_\_

**Prepared By** \_\_\_\_\_

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Covenantor desires to build and maintain at Covenantor's expense a storm and surface water management facility and system (the "Facility and System") more particularly described and shown on plans titled sheets \_\_\_ through \_\_\_ of \_\_\_ prepared by \_\_\_\_\_ and dated \_\_\_\_\_, which plans and any amendments thereto, are on file with the Development Services Center of the Planning Department of Ogden City, and are hereby incorporated by reference (the "Site Plan"); and

WHEREAS, the City has reviewed and approved the Site Plan subject to the execution of this Agreement.

NOW, THEREFORE, in consideration of the benefit received and to be received by the Covenantor, its successors and assigns, as a result of the City's approval of the Site Plan, the Covenantor, hereby covenants and agrees with the City as follows:

1. At their sole expense, the Covenantor, its successors and assigns, shall construct and perpetually maintain the Facility and System in strict accordance with the Site Plan and any amendments thereto which have been approved by the City, the Ordinance and the Act.

2. At their sole expense, the Covenantor, its successors and assigns, shall make such changes or modifications to the Facility and System as may be determined as reasonably necessary by the City to ensure that the Facility and System is properly maintained and continues to operate as originally designed and approved.

3. At reasonable times and in a reasonable manner as provided in Section 10.1-603.11 of the Act and Section 12 of the Ordinance, the City, its agents, employees and contractors, shall have the right of ingress and egress over the Property and the right to inspect the Facility and System in order to ensure that the Facility and System is being properly maintained, is continuing to perform in an adequate manner and is in compliance with the Act, the Ordinance and Site Plan and any amendments thereto approved by the City.

4. Should either the Covenantor or its successors and assigns, fail to correct

any defects in the Facility and System within the time specified in a written notice from the City that the Covenantor or its successors and assigns has/have failed to maintain the Facility and System in accordance with the approved design standards and/or the Site Plan and in accordance with the law and applicable regulations of the Act and the Ordinance, the City may pursue such remedies as provided by law, including, but not limited to, such civil and criminal remedies set forth in Section 9-7E-1 of the Ordinance.

5. The Covenantor, its successors and assigns, shall indemnify, hold harmless and defend the City from and against any and all claims, demands, suits, liabilities, losses, damages and payments, including reasonable attorney fees claimed or made against the City that are alleged or proven to result or arise from the Covenantor's, its successors' and/or assigns', construction, operations or maintenance of the Facility and System.

6. This Agreement and the covenants and agreements contained herein shall run with the title to 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 Covenantor hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.

Initially, the Covenantor is solely responsible for the performance of the obligations required hereunder and, to the extent permitted under applicable law, the payment of any and all fees, fines, and penalties associated with such performance or failure to perform under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, upon the recordation of a deed or other instrument of sale, transfer or other conveyance of fee simple title to the Property or any portion thereof (a "Transfer") to a third party (the "Transferee"), the Covenantor shall be released of all of its obligations and responsibilities under this Agreement accruing after the date of such Transfer to the extent such obligations and responsibilities are applicable to that portion of the Property included in such Transfer, but such release shall be

expressly conditioned upon the Transferee assuming such obligations and responsibilities by recorded written agreement for the benefit of the City. Such written agreement may be included in the Transfer deed or instrument, provided that the Transferee joins in the execution of such deed or instrument. A certified copy of such deed, instrument or agreement shall be provided to the City. The provisions of the preceding three sentences shall be applicable to the original Covenantor and any successor Transferee who has assumed the obligations and responsibilities of the Covenantor under this Agreement as provided above.

7. Nothing herein shall be construed to prohibit a transfer by the Covenantor to subsequent owners and assigns.

8. 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 Covenantor, its successors and assigns, is held invalid, the remainder of this Covenant shall not be affected thereby. This Agreement shall be interpreted under the laws of the Commonwealth of Virginia.

9. \_\_\_\_\_, the Noteholder, being the holder of a note or notes secured by a lien on the Property through a deed of trust dated \_\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_ and \_\_\_\_\_, Trustees, either of whom may act, recorded in the Weber County Recorder's Office of in Deed Book \_\_\_\_\_, at page \_\_\_\_\_ (the "Deed of Trust"), joins in the execution of this Agreement to evidence its consent to the provisions hereof and to direct the Trustee to execute same for subordination purposes. At the direction of the Noteholder, the Trustee joins herein to subordinate the lien of the Deed of Trust, and the Noteholder and the Trustee hereby acknowledge and agree that the lien of the Deed of Trust is hereby subordinated to this Agreement, the covenants created or set forth herein and all of the rights of the City hereunder.

10. This Agreement shall be recorded in the Recorder's Office.

11. In the event that the City shall determine at its sole discretion at any future

time that the Facility and System is no longer required, then at the request of the Covenantor, its successors and/or assigns, the City shall execute a release of this Agreement which the Covenantor, its successors and/or assigns, shall record in the Clerk's Office, at its/their expense.

12. This Agreement shall be deemed to be a Utah contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the State of Utah, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the State of Utah.

13. 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 Ogden City.

14. This Agreement shall not be modified except by written instrument executed by the City and the owner(s) of the Property at the time of modification, and no modification shall be effective until recorded in the Recorder's Office.

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

\_\_\_\_\_  
Covenantor's Name

BY: \_\_\_\_\_  
(individual, partnership, association,

corporation) (Title)

**ATTEST:**

By \_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_  
Noteholder

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

(Name) (Title)

**ATTEST:**

By \_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_  
Trustee (for noteholder)

\_\_\_\_\_  
Trustee (for noteholder)

**APPROVED AS TO CONTENT:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Signature - Development Services Center

\_\_\_\_\_  
Signature - City Attorney

**ATTEST:**

**OGDEN CITY**

\_\_\_\_\_  
City Clerk  
Manager

\_\_\_\_\_  
City Manager/Authorized Designee of the City

**OWNER ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
CITY OF \_\_\_\_\_, to wit:

I, \_\_\_\_\_, a Notary Public in and for the City and  
State aforesaid, do hereby certify that \_\_\_\_\_, and \_\_\_\_\_,  
(name) (name)  
\_\_\_\_\_, and \_\_\_\_\_, respectfully,  
(title) (title)  
of \_\_\_\_\_, whose names as such are signed to the foregoing  
(name of corporation, partnership, individual, association)

Agreement, have acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public My Commission Expires: \_\_\_\_\_



**NOTEHOLDER ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
CITY OF \_\_\_\_\_, to wit:

I, \_\_\_\_\_, a Notary Public in and for the City and State aforesaid, do hereby certify that \_\_\_\_\_, and \_\_\_\_\_  
(name) (name)  
\_\_\_\_\_, and \_\_\_\_\_, respectfully, of  
(title) (title)  
\_\_\_\_\_, whose names as such are signed to the foregoing Agreement,  
(name of noteholder)  
have acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public My Commission Expires: \_\_\_\_\_

**TRUSTEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
CITY OF \_\_\_\_\_, to wit:

I, \_\_\_\_\_, a Notary Public in and for the City and State aforesaid, do hereby certify that \_\_\_\_\_, and \_\_\_\_\_, Trustees, whose names as such are signed to the foregoing Agreement, have acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public My commission expires: \_\_\_\_\_

**CITY'S ACKNOWLEDGMENT**

STATE OF UTAH  
OGDEN CITY, to wit:

I, \_\_\_\_\_, a Notary Public in and for the City and State aforesaid, do hereby certify that \_\_\_\_\_, CITY MANAGER/ AUTHORIZED DESIGNEE OF THE CITY MANAGER PURSUANT TO § \_\_\_\_ OF THE CITY CODE, whose name is signed to the foregoing agreement, bearing date the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My commission Expires: \_\_\_\_\_

STATE OF UTAH  
OGDEN CITY, to wit:

I, \_\_\_\_\_, a Notary Public in and for the City and State aforesaid, do hereby certify that \_\_\_\_\_, City Clerk for Ogden City, whose name is signed to the foregoing agreement, bearing date on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My commission expires: \_\_\_\_\_

## Ogden City

### Interlocal Agreements

#### Storm Water Management Plan 2020

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The interlocal agreement will continue to provide the following benefits:

- Weber County Water Fair
- Weber County Fair Booth
- Contractor Training Opportunities
- Registered Storm Water Inspector Training Class
- Curb Marker Decals
- Shared videos for municipal training
- Provides brochures
- Representation at USWAC
- Maintain records of coalition meetings, attendance and agendas

Please see the actual agreement in the appendix for more information.