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When recorded, mail to:  
Sandy City Recorder's Office  
10000 Centennial Pkwy  
Sandy, UT 84070

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03/11/2019 04:21 PM \$0.00  
Book - 10759 Pg - 5058-5066  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
SANDY CITY  
10000 CENTENNIAL PARKWAY  
SANDY UT 84070  
BY: DKF, DEPUTY - MA 9 P.

Project Name: Union Peaks

Address: 7585 Union Park Ave. Sandy, UT Parcel ID# 22294270200000

**Post-Construction Storm Water Maintenance Agreement**

**WHEREAS**, the Property Owner Union Peaks, LLC. recognizes that the Storm Water Facilities (hereinafter referred to as "Facilities") must be maintained for the development called Union Peaks, located at 7585 Union Park Ave. in the City of Sandy, Salt Lake County, State of Utah; and, **WHEREAS**, the Property Owner is the Owner of the real property more particularly described on the Attached Exhibit A as recorded by deed in the records of the Clerk of the Salt Lake County Recorder's Office (hereinafter referred to as "The Property"), and,

**WHEREAS**, The City of Sandy (hereinafter referred to as "The City") and the Property Owner, or its administrator, executors, successors, heirs, or assigns, agree that the health, safety, welfare and well being of the citizens of the City require that the facilities be constructed and maintained on the property, and,

**WHEREAS**, the Sandy City Ordinances and Code require that the Facilities as shown on the approved development plans and specifications be constructed and maintained by the Property Owner, its administrator, executors, successors, heirs, or assigns.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

**Section 1**

The Facility or Facilities shall be constructed by the Property Owner in accordance with the plans and specifications approved by The City for the development.

**Section 2**

The Property Owner, its administrators, executors, successors, heirs or assigns shall maintain the Facilities in good working conditions acceptable to the City and in accordance with the schedule of Post-Construction and Long Term Maintenance activities hereto and attached as Exhibit B.

**Section 3**

The Property Owner, its administrators, executors, successors, heirs or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry.

**Section 4**

In the event the Property Owner, its administrator, executors, successors, heirs or assigns fails to maintain the Facilities as shown on the approved plans and specifications, in accordance with the Maintenance Schedule incorporated in this Maintenance Agreement, the City, with due notice, may enter the property and take whatever steps it deems necessary to return the Facilities to a good working condition. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property. It is expressly understood and agreed that

the City is under no obligation to maintain or repair the Facilities and in no event shall this Maintenance Agreement be construed to impose any such obligation on the City.

**Section 5**

In the event the City, pursuant to the Maintenance Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City within thirty (30) days of receipt thereof for all the costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. 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 a result of the Property Owner's failure to maintain the Facilities.

**Section 6**

The Property Owner will make accommodation for the removal and disposal of all the accumulated sediments. Temporary storage will be provided onsite in a reserved area(s). The sediment will need to be disposed within two weeks after being removed from the storm drain system.

**Section 7**

The Property Owner shall use the Standard Operation and Maintenance Inspection Report attached to this Maintenance Agreement as Exhibit C and by this reference made a part hereof for the purpose of a minimal annual inspection of the Facilities.

**Section 8**

The Property Owner, its administrator, executors, successors, heirs and assigns hereby indemnifies and hold harmless the City and its authorized agents and employees 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 Facilities by the Property Owner or the existence or maintenance of the Facilities by the Property Owner or the City. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against The City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

**Section 9**

This Maintenance Agreement shall be recorded among the deed records of the Clerk of the Salt Lake County Recorder's Office and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrator, executors, heirs, assigns and any other successors in interest.

**Section 10**

This Maintenance Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

**Section 11**

Invalidation of any one of the provisions of this Maintenance Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

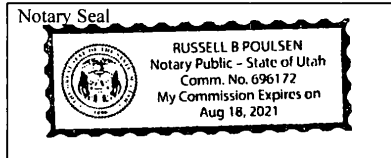
So AGREED this 19 day of FEBRUARY, 2019

BY: [Signature] PROPERTY OWNER  
Title: MANAGER

STATE OF UTAH )  
 )ss  
COUNTY OF SALT LAKE )

On this 19<sup>th</sup> day of FEBRUARY 2019, before me, the subscriber, a Notary Public in and for said State and County, personally appeared STEVE BROADBENT, the MANAGER of UNION PEAKS, LLC, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



[Signature]  
(Signature of Notary)

My Commission Expires: Aug, 18 2021

Approved as to form:  
BY: [Signature]  
Public Utilities

Date: 2/19/19

- Attachments: Exhibit A (Parcel/ Plat and Legal Description)  
Exhibit B (Maintenance Plan and Inspection Schedule)  
Exhibit C (Standard Operation and Maintenance Inspection Report)

EXHIBIT A – Parcel/ Plat and Legal Description

**Parcel No. 22294270200000**

Legal Description: BEG N 40°00'00" E 6.234 FT FR WESTERN MOST COR LOT 5, OVERLOOK AT UNION POINT SUB, SD PT BEING N 00°07'04" E 1549.73 FT & W 1158.87 FT FR SE COR SEC 29, T2S, R1E, SLM; N40°00'00" E 190.31 FT; S 50°00'00" E 181 FT; N 40°00'00" E 19.5 FT; S 50°00'00" E 45.5 FT; N 40°00'00" E 40 FT; S 50°00'00" E 45.74 FT; S 39°37'10" W 249.78 FT; N 50°00'34" W 273.89 FT TO BEG. 9464-1211

EXHIBIT B – Maintenance Plan and Inspection Schedule

Refer to Sandy City Storm Water website  
for specific Standard Operating  
Procedures (SOPs) at:  
[https://sandy.utah.gov/departments/public-utilities/storm-  
water/storm-water-management-program](https://sandy.utah.gov/departments/public-utilities/storm-water/storm-water-management-program)

<b>List of BMPs</b>	<b>Describe the inspection schedule</b>	<b>Describe Maintenance</b>
<b>Parking Lots Cleaning and Maintenance</b>	Weekly walk-through and twice annual comprehensive	The parking lots need to be cleaned when sediment or trashes accumulate. If there are oil leaks then the oil needs to be absorbed and cleaned up.
<b>Winter Snow and Ice Controls and Salt Storage</b>	Weekly during winter months, and once annually in the spring during cleanup (after termination of snow conditions)	Sweep up excess salts when in parking areas on sidewalks.
<b>Trash and Debris</b>	Twice Annually	Whenever trash and debris is observed then it needs to be cleaned up. The dumpster area also needs to be kept clean and replaced is there are leaks.
<b>Mulches and Soils</b>	Twice Annually	The mulches and soils need to be monitored and replenished as needed.
<b>Mowing and Trimming</b>	Walkthrough and cleanup following regular maintenance	Sweep or blow clippings back onto the landscaping.
<b>Leaves – Autumn Cleanup</b>	Once annually, in the fall (prior to cold weather conditions)	Clean up leaves so that they are not discharged into the storm drain inlets.
<b>Fertilizer</b>	Walkthrough and cleanup following each application	Sweep or blow fertilizer off of sidewalks or parking lots and back onto the landscaping.
<b>Storm Inlets</b>	Twice Annually	The storm inlets need to be cleaned out if sediment accumulates or other pollutants.
<b>Roof Drains</b>	Twice Annually	Clean out the roof drains is sediment or pollutants are visible.
<b>HVAC</b>	Twice Annually	The HVAC needs to have professional maintenance if leaks or other issues are observed.

**UIC – Underground  
Detention  
Chambers**      Twice Annually

The Underground Detention  
Chambers need to be maintained  
when 3 inches of sediment  
measured in the observation port.

EXHIBIT C – Standard Operation and Maintenance Inspection Report

**Facility Operation and Maintenance Inspection Report for Storm Drain Facilities**

Inspector Name:				Subdivision / Property Name:			
Inspection Date:				Address:			
Frequency of Inspection		<input type="checkbox"/> Weekly		<input type="checkbox"/> Monthly		<input type="checkbox"/> Quarterly	
		<input type="checkbox"/> Annual					
Item Inspected	Checked		Maintenance Required?		Observations and Remarks		
	Yes	NA	Yes	NA			
<b>Detention/Retention Facilities</b>							
1	Landscaping maintenance						
2	Remove sedimentation/debris						
3	Repair side slopes (channeling / sloughing)						
4	Repair rip-rap protection						
5	Repair control structure						
6	Cleaning of outfall						
7	Maintenance of inlets						
8	Maintenance of outlets						
<b>Storm Drain System</b>							
1	Remove sediment from catch basins						
2	Cleaning storm drain pipes						
3	Maintenance of drainage swales						
4	Remove sediment from manholes						
5	Remove sediment from sumps						
6	Repair oil/ water separator						
7	Repair sand filters						
<b>Parking Lot and Roads Maintenance</b>							
1	Sweeping of parking lot						
2	Sweeping of streets						
3	Cleaning of garbage enclosure						
4	Cleaning of non-hazardous spills						
5	Managing fertilizer use						
6	Managing pesticide use						
7	Removal of grass after lawn mowing						

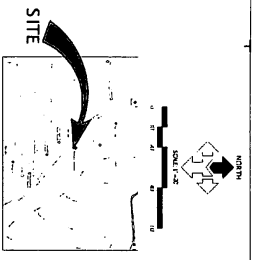
*I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information provided is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
 Site Inspector



# THRIVE OFFICE CONSTRUCTION PLANS

7585 UNION PARK AVE  
SANDY, UT 84047  
PROJECT SECTION  
PROJECT TAKE

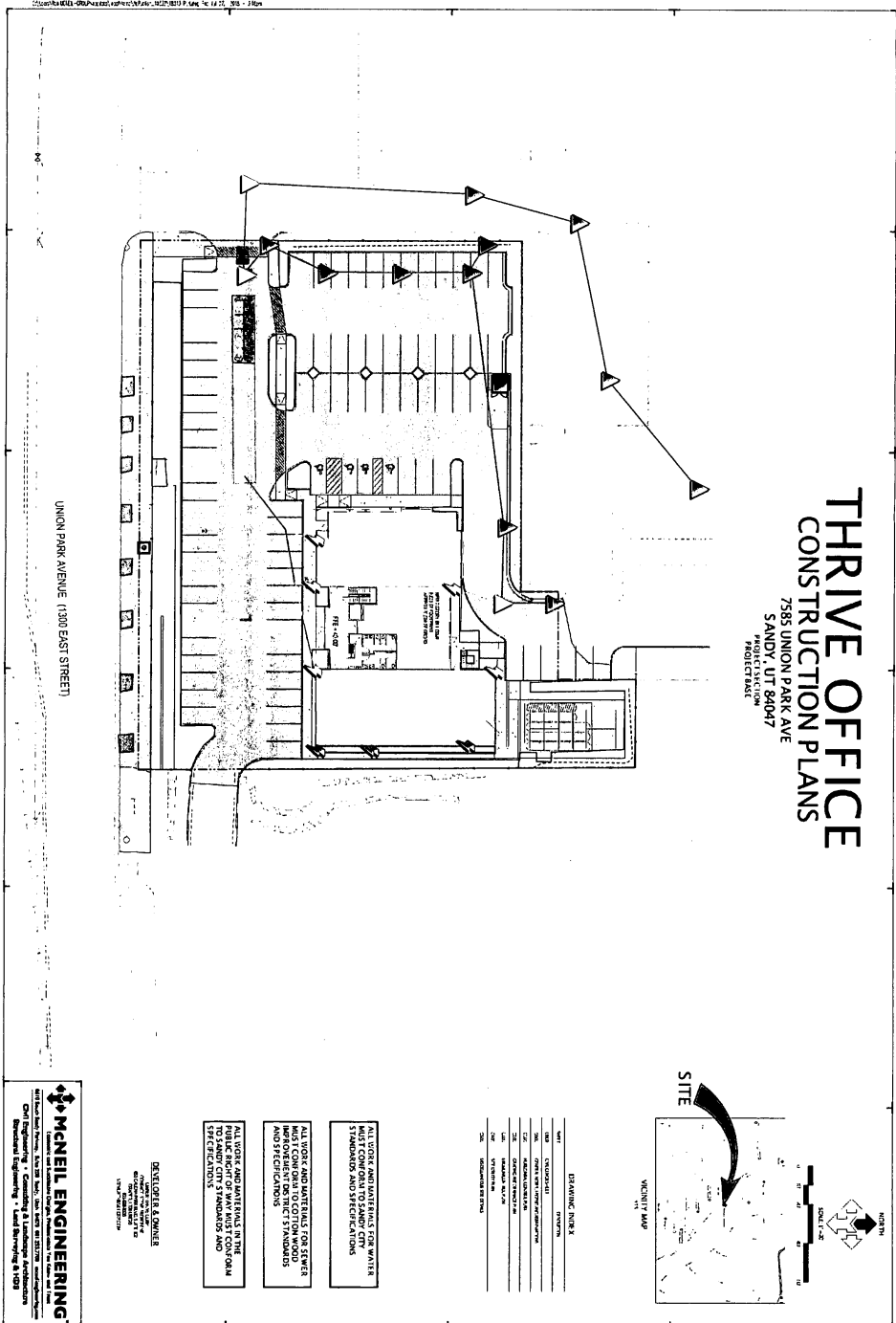


1. Complete inspections as prescribed in Exhibit C for all storm water controls.
2. Clean and maintain storm water controls as indicated; minimum annually.
3. Complete annual report in Exhibit D and submit to Sandy City Public Utilities.
4. Sweep and clear paved areas regularly and as needed.
5. If a fuel/oil spill occurs, follow procedures in Spills SOP immediately.
6. If maintenance materials will be stored on site, store appropriately according to MSDS and applicable disposal areas.
7. Keep site and adjacent disposal areas clean and bins in good repair.
8. Refer to Landscaping SOP for proper use and cleanup of pesticides, herbicides, and fertilizers.
9. SOPs can be viewed here: <https://sco.dvmxxrvmw2>

**LEGEND - 1/21**

- ▲ Storm Drain Inlet Box (10)
- ▽ Storm Drain Manhole (2)
- Storm Drain Cleanout Box (1)
- ⊖ UJC - Storm Test MC 3500 Chamber Orientation System (1)
- ..... Drains Swale (2)
- ↘ Rod Drains Connected to Storm Drain Lines (5)
- ↗ Rod Drains into Landscaping (3)
- ▲ 6" Max Drain Gate (1)
- ◻ Dumpster (1)
- ⊕ Oil/Water Separator - 1250 gal (1)
- 12" RCP - Finite Storm Drain System (2)
- 8" PVC SDR 35 Storm Drain Pipe (5)
- 8" PVC SDR 35 Storm Pipe (1)
- Landscaping (25)
- ① Parking lot - City/Max (1)

**Project Location:** 7585 South Union Park Ave.  
**Map:** LTSMP  
**Latitude:** 40.613687 ° N  
**Longitude:** 111.856556 ° W



DETAILED CHANGES

NO.	DESCRIPTION	DATE
1	REVISIONS TO THE CHANGES	1/21/21
2	REVISIONS TO THE CHANGES	1/21/21
3	REVISIONS TO THE CHANGES	1/21/21
4	REVISIONS TO THE CHANGES	1/21/21
5	REVISIONS TO THE CHANGES	1/21/21

ALL WORK AND MATERIALS IN THE PUBLIC RIGHT OF WAY MUST CONFORM WITH CITY STANDARDS AND SPECIFICATIONS

ALL WORK AND MATERIALS FOR SEWER IMPROVEMENTS MUST CONFORM WITH CITY STANDARDS AND SPECIFICATIONS

ALL WORK AND MATERIALS IN THE PUBLIC RIGHT OF WAY MUST CONFORM WITH CITY STANDARDS AND SPECIFICATIONS

**DEVELOPER & OWNER**  
 THRIVE OFFICE  
 7585 UNION PARK AVE  
 SANDY, UT 84047  
 PROJECT TAKE

**MCNEIL ENGINEERING**  
 1000 EAST 1000 SOUTH  
 SALT LAKE CITY, UT 84143  
 (801) 488-1234  
 www.mcneil-engineering.com  
 Professional Engineering - License No. 11523

\*Note: This Map is a living document subject to change based on site needs.