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ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
SANDY CITY
10000 CENTENNIAL PARKWAY
SANDY UT 84070
BY: DKP, DEPUTY - MA 8 P.

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

Project Name: ZIONS BANK SANDY FINANCIAL CENTER

Address: 2079 East 9400 South Sandy, UT 84093 Parcel ID# 28-03-351-033

Post-Construction Storm Water Maintenance Agreement

WHEREAS, the Property Owner ZIONS BANK recognizes that the Storm Water Facilities (hereinafter referred to as "Facilities") must be maintained for the development called ZIONS BANK SANDY FINANCIAL CENTER, located at 2079 East 9400 South, 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.

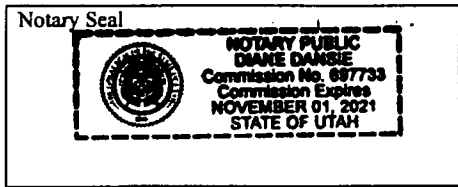
So AGREED this 3rd day of MAY, 2018

BY: [Signature] PROPERTY OWNER
Title: Vice President

STATE OF Utah)
COUNTY OF Salt Lake)ss

On this 3rd day of May, 2018, before me, the subscriber, a Notary Public in and for said State and County, personally appeared DELOD ASKEVIC, the AGENT of ZIONS BANK, 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: Nov 1, 2021

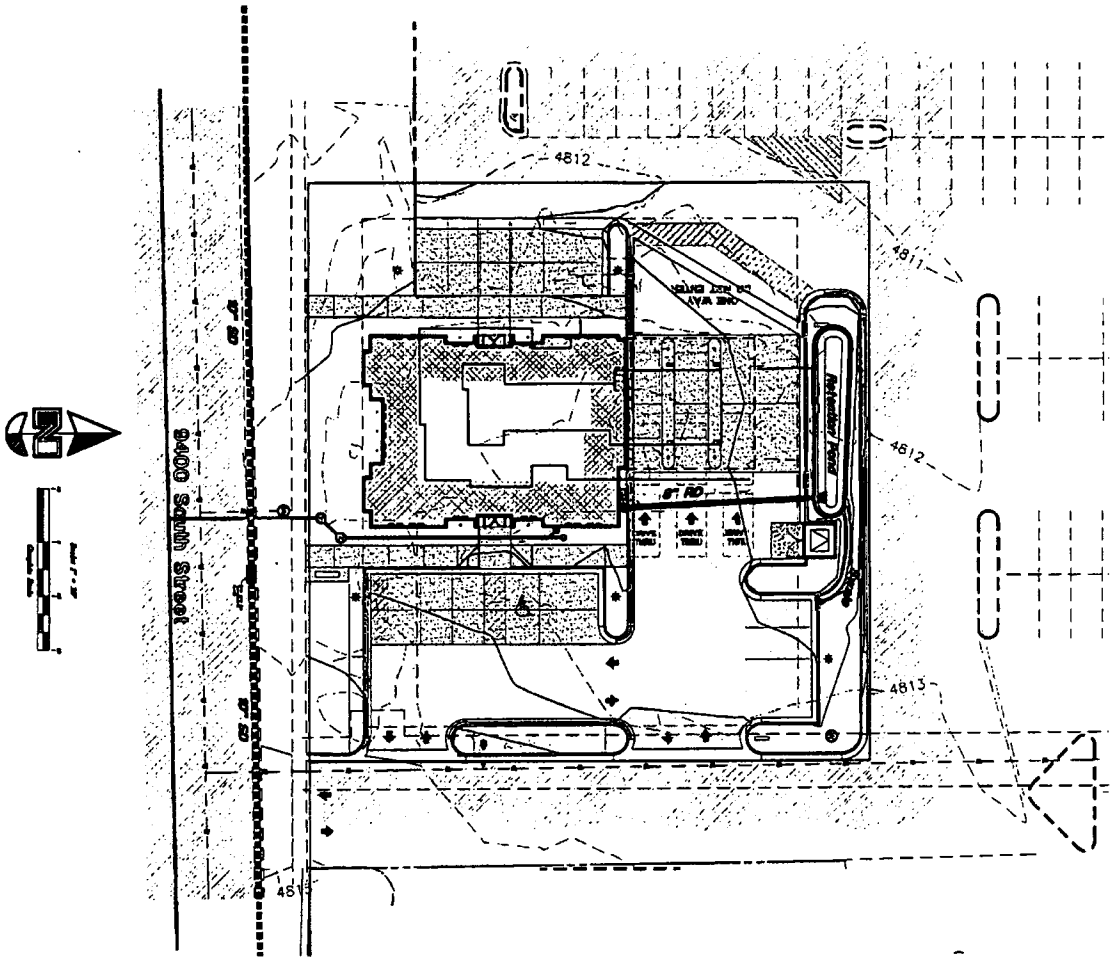
Approved as to form:

BY: _____ Date: _____
Public Utilities

- 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

<BEG N 0°21'28" E 53 FT & N 89°56' E 106 FT & N 0°21'28" E 362.40 FT & N 89°56' E 15.50 FT FR SW
COR SEC 3, T3S, R1E, SLM; N 89°56' E 133.73 FT; N 0°15'39" W 291.85 FT; N 89°56' E 299.05 FT; S
0°08'55" E 654.25 FT; S 89°56' W 395.41 FT; NW'LY 62.54 FT ALG A 40 FT RADIUS CURVE TO R
(CHRD N 44°51'16" W); N 0°21'28" E 322.40 FT TO BEG. 5.47 AC M OR L. 5939-441,443 5955-2932
5985-1378 6100-297 7268-2275 >



Legend

- Roof Drain
- Retention Pond Section
- ▣ Catch Basin
- ▭ Retention Pond
- ▬ Swale
- ▬ Private Storm Drain
- ▬ Public Storm Drain
- ▣ Public Inlet Box
- ▬ Sewer

- General and Good Housekeeping BMPs**
1. Complete quarterly comprehensive, quarterly visual, and weekly visual inspections as required to inspect BMPs. Annual inspection reports of all facilities shall be submitted to Sandy City Public Utilities.
 2. Inspect/clean storm water system facilities as needed, but annually at a minimum.
 3. Sweep paved areas regularly and as identified during inspections.
 4. Remove non-functioning vehicles. Use oil drip pans to catch oil leaks and dry absorbent as needed.
 5. Maintain dumpster area keeping the area free of trash and debris.
 6. Follow SOPs for landscape maintenance and use of herbicides, pesticides, and fertilizers.
 7. Follow Spill Prevention and Response Plan for Spills.
 8. Maintain the retention basin and swale:
 - 8.1. Clean the retention basin and swale.
 - 8.2. Do not allow weeds, grass, or other vegetation to grow in the retention basin or swale. If present, remove it by hand or with a brush.
 - 8.3. Irrigate at least bi-weekly or as required to maintain a healthy, green lawn.
 - 8.4. Fertilize the lawn in the spring, summer, and fall with 18-6-8 fertilizer applied at label rate. Do not fertilize the bottom of the basin if standing water is present.
 - 8.5. Apply fire-emergent herbicide in the early spring and late summer/early fall as needed. Do not apply herbicide to the bottom of the basin if standing water is present.
 - 8.6. Apply pesticides only to treat an identified infestation. Apply per label instructions. Do not apply pesticides to the bottom of the basin if standing water is present or rain is expected within 48 hours.
- Facility BMPs**
Refer to Sandy City Storm Water website BMP Manuals
1. SCU Spill Cleanup: Cleanup and properly dispose of harmful spills
 2. MU Mulching: Maintain mulch in non-road landscape areas.
 3. SP Seeding and Planting: Maintain lawn and vegetation.
 4. ET Employee Training: Train employees proper maintenance techniques and BMPs.
 5. IN Infiltration: Remove sediments in basin as required to maintain volume and functionality.
- SOPs**
Refer to Sandy City Storm Water website for specific Standard Operating Procedures (SOPs)

<p>Storm Water Maintenance Plan</p> <p>ZIONS BANK</p> <p><small>SANDY REGIONAL CENTER 2079 EAST 9400 SOUTH SANDY, UT 84093</small></p>	 <p>GREAT BASIN ENGINEERING</p> <p><small>8748 SOUTH 1475 EAST OGDEN, UTAH 84403 MAIL 180100-04811 SALT LAKE CITY, UTAH 84119-0481 WWW.GREATBASINENGINEERING.COM</small></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">NO.</td> <td style="width: 10%;">REV.</td> <td style="width: 80%;">DESCRIPTION</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	REV.	DESCRIPTION												
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General and Good Housekeeping BMPs

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2. Inspect/clean storm water system facilities as needed, but annually at a minimum.
3. Sweep paved areas regularly and as identified during inspections.
4. Remove non-functioning vehicles. Use oil drip pans to catch oil leaks and dry absorbent as needed.
5. Maintain dumpster area keeping the area free from trash.
6. Follow SOPs for landscape maintenance and use of herbicides, pesticides, and fertilizers.
7. Follow Spill Prevention and Response Plan for Spills.
8. Maintain the retention basin and swale:
 - 8.1. Clean the retention basin and swale weekly of trash and debris.
 - 8.2. Mow retention pond weekly or as required. Do not mow the bottom if standing water is present or if the soil is saturated.
 - 8.3. Irrigate at least bi-weekly or as required to maintain a healthy, green lawn.
 - 8.4. Fertilize the lawn in the spring, summer, and fall with 16-6-8 fertilizer applied at label rate. Do not fertilize the bottom of the basin if standing water is present.
 - 8.5. Apply Pre-emergent herbicide in the early spring and Spray for lawn weeds as required. Do not apply herbicide to the bottom of the basin if standing water is present.
 - 8.6. Apply pesticides only to treat an identified infestation. Apply per label instructions. Do not apply pesticides to the bottom of the basin if standing water is present or rain is expected within 48 hours.

Facility BMPs

Refer to Sandy City Storm Water Website BMP Manuals

1. SCU Spill Cleanup, Cleanup and properly dispose of harmful spills
2. MU Mulching, Maintain mulch in non-sod landscape areas.
3. SP Seeding and Planting, Maintain lawn and vegetation.
4. ET Employee Training, Train employees proper maintenance techniques and BMPs.
5. IN Infiltration, Remove sediments in basin as required to maintain volume and functionality.

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			
Detention/Retention Facilities							
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						
Storm Drain System							
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						
Parking Lot and Roads Maintenance							
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