ፈՆ

12753540
04/16/2018 11:53 AM \$0.00
Book - 10665 P9 - 2514-2545
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER
1020 E PIONEER RD
DRAPER UT 84020
BY: BAA, DEPUTY - WI 32 P.

When recorded, mail to:

Draper City Recorder 1020 East Pioneer Road Draper City, Utah 84081

Affects Parcel No(s): ______ 28-28-302-022

STORMWATER POLLUTION PREVENTION MAINTENANCE AGREEMENT

This Stormwater Pollution Prevention Maintenance Agreement ("A	(areement") is
made and entered into thisday of	, 20 <u>18</u> _,
by and between Draper City, a Utah municipal corporation ("City"), and	
Liberty Point Associates, LLC	<u> </u>
a Utah limited liability company	("Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters, as set forth in the Draper City Municipal Code Chapter 16-2, as amended ("Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in *Utah Code Ann*. §§ 19-5-101, *et seg.*, as amended ("Act"); 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 ("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; or

WHEREAS, the Owner's existing property will be completed after January 1, 2003; will disturb an area greater than or equal to one acre, or disturbed less than one acre and is part of a larger common plan of development or sale; and is served by a private on-site stormwater management facility; and

WHEREAS, in order to accommodate and regulate storm and surface water flow conditions, the Owner is required by federal, state, and local law to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Stormwater Facilities"); and

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

WHEREAS, the summary description of all Stormwater Facilities, details and all appurtenance draining to and affecting the Stormwater Facilities and establishing the standard operation and routine maintenance procedures for the Stormwater Facilities, and control measures installed on the Property, ("Stormwater Maintenance and Preservation Plan") is more particularly shown in Exhibit "B" on file with the County Recorder's Office; and

WHEREAS, 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 establishing a means of documenting the execution of the Stormwater Maintenance and Preservation Plan; and

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 Stormwater Maintenance and Preservation Plan, and the mutual covenants contained herein, the parties agree as follows:

Section 1

Construction of Stormwater Facilities. The Owner shall, at its sole cost and expense, construct the Stormwater Facilities in accordance with the Development Plans and specifications, and any amendments thereto which have been approved by the City.

Section 2

Maintenance of Stormwater Facilities. The Owner shall, at its sole cost and expense, adequately maintain the Stormwater Facilities. Owner's maintenance obligations shall include all systems and appurtenances built to convey stormwater, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Stormwater Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Stormwater Facilities in good working condition.

Section 3

Annual Maintenance Report of Stormwater Facilities. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to the City. The purpose of the inspection and certification is to assure safe

and proper functioning of the Stormwater Facilities. The annual inspection shall cover all aspects of the Stormwater Facilities, including, but not limited to, the parking lots, structural improvements, berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification by the Owner, or the Owner's officers, employees, agents, and representatives_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 July 31st of each year and shall be on forms acceptable to the City.

Section 4

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 Stormwater Facilities upon reasonable notice to the Owner of at least three business days. 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 Stormwater Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Stormwater Facilities Maintenance Plan.

Section 5

Notice of Deficiencies. If the City finds that the Stormwater 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, but not less than sixty (60) days, to cure such defects or deficiencies. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the address listed with the County Tax Assessor.

Section 6

Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, inspections, changes or modifications to the Stormwater Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.

Section 7

City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the City, the City may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. Prior to commencing work the City shall have complied with Section 5 and given Owner a second notice to cure or correct within 15 days served according to the delivery methods described in Section 5

It is expressly understood and agreed that the City is under no obligation to maintain or repair the Stormwater 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 equitable 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.

Section 8

Reimbursement of Costs. In the event the City, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, inspections, use of equipment, supplies, materials, and the like related to storm drain disconnection from the City system, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

Section 9

Successor and Assigns. This Agreement shall be recorded in the County Recorder's Office and 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.

Section 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.

Section 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 Salt Lake County, Utah.

Section 12

Indemnification. This Agreement imposes no liability of any kind whatsoever on the City. The Owner hereby agrees to indemnify and hold the City and its officers, employees, agents and representatives from and against all actions, claims, lawsuits, proceedings, liability, damages, accidents, casualties, losses, claims, and expenses (including attorneys' fees and court costs) that directly result from the performance of this agreement, but only to the extent the same are caused by any negligent or wrongful act or omissions of the Owner, or the Owner's officers, employees, agents, and representatives.

Section 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 County Recorder's Office.

Section 14

Subordination Requirement. If there is a lien, trust deed or other property interest recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to the Agreement.

Section 15

Exhibit B. Stormwater Maintenance and Preservation Plan (SWMP) must adapt to change in good judgment when site conditions and operations change and when existing programs are ineffective. Exhibit B shall be filed with this agreement at the County Recorder's Office.

STORMWATER POLLUTION PREVENTION MAINTENANCE AGREEMENT

SO AGREED this	day of	20	·
PROPERTY OWNER: I	Liberty Point Associate	es. LLC. A Utah limited l	liability Company, by
its Manager, Cowboy Part			· ·
Brens m	Ti	tle: Via Presid	ent
By:	Ti	tle:	
STATE OF UTAH) :ss.		
COUNTY OF)		
The above instrument was	acknowledged before	me by	, this3\ ^{c+} day
of Samany MuniPhidshuw	, 20_ 6		
Notary Public Residing in: Sal-Julle	- C.L.		Y BRADSHAW PUBLIC - STATE OF UTAH
My commission expires: _		My Com	nm. Exp. 06/28/2020 mission # 689760
DRAPER CITY By: 1364		Date: 4.6.18	WHITE OF THE PROPERTY OF THE P
Attest: City Reco	v. Walker order		CORPORATE Seal 1978
STATE OF UTAH) :ss.		Parte of US
COUNTY OF	.33.		
The above instrument was of April	acknowledged before, 20_18	me by <u>Troy Walke</u>	r , this 6 day
Kellri Ch	Callbuy	<u> </u>	
Kellre Ch Notary Public Residing in: Salt La My commission expires:	ke County		KELLIE CHALLBURG lotary Public State of Utah ly Commission Expires on: January 7, 2019
wiy commission expires	Vay1. 1, 2017		Comm. Number: 680202

Attachments:

Exhibit A: Plat and Legal Description Exhibit B: Stormwater Maintenance and Preservation Plan

EXHIBIT A

Parcel 28-28-302-022-0000
12243 South Draper Gate Drive
Draper, UT 84020
Lot 4D-2, American Estate Management Corp.
Commercial Subdivision Amended Plat No. 3
A part of the South West Quarter of Section 28,
Township 3 South, Range 1 East, Salt Lake Base and Meridian

EXHIBIT B

Long Term Stormwater Management Plan

for:

Liberty Point 12243 S. Draper Gate Dr. Draper, Utah 84020

PURPOSE AND RESPONSIBILTY

As required by the Clean Water Act and resultant local regulations, including Draper City Municipal Separate Storm Sewer Systems (MS4) Permit, those who develop land are required to build and maintain systems to minimize litter and contaminants in stormwater runoff that pollute waters of the State.

This Long-Term Stormwater Management Plan (LTSWMP) describes the systems, operations and the minimum standard operating procedures (SOPs) necessary to manage pollutants originating from or generated on this property. Any activities or site operations at this property that contaminate water entering the City's stormwater system and generate loose litter must be prohibited, unless SOPs are written to manage those activities or operations, and amended into this LTSWMP.

CONTENTS

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

SECTION 2: TRAINING

SECTION 3: RECORDKEEPING SECTION 4: APPENDICES

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

The site infrastructure and operations described in this Section are limited at controlling and containing pollutants and if managed improperly can contaminate the environment. The LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the limitations of the site infrastructure. The property manager must use good judgment and conduct operations appropriately, doing as much as possible indoors and responsibly managing operations that must be performed outdoors.

Instructions:

- Describe site infrastructure, structural controls and any low impact development designs (LIDs) necessary to
 control and contain pollutants. Identify the limitations of the infrastructure at controlling and containing
 pollutants. It is important the Operator, staff, service contractors and anyone else involved in onsite operations
 and activities understand the unique exposures, operations and infrastructure which impact the storm drain
 systems.
- Describe both business operations and maintenance activities that generate pollutants.
- Briefly identify the need for SOPs that are necessary to compensate for the limitations of the site infrastructure and operations. Create SOPs to manage the site functions, and maintenance operations. Include the SOPs in Appendix B.
- Refer to the LTSWMP example provided as a separate download to create the site descriptions required in this Section.
- Generally most sites will have the following infrastructure listed in this Section, however, the designer is
 expected to add or remove descriptions to accurately represent the unique site infrastructure needing controls.

Impervious Areas, Parking, and Sidewalk

The subject site is approximately 14% of impervious area consisting of primarily asphalt and concrete pavement. The pavement at the north and east side of the proposed residential buildings generally slopes to the north and east at an average slope of approximately 2.0%. The impervious areas to the west and south of the proposed buildings generally slopes to the south at an average slope of approximately 2.5% with a maximum of 2.0% cross slope along pedestrian walkway. Any sediment, debris, fluids and other waste material present on the pavement areas will be carried to the storm drain inlets by stormwater runoff. The waste material may settle in the storm drain collection system increasing maintenance costs. Any material dissolving in the runoff will pass through the system and introduce contaminants into the surrounding soils and groundwater. Maintenance for the pavement areas involves regular sweeping and pavement washing to remove stains and slick spots when necessary. Refer to the sweeping and pavement washing SOPs in Appendix B to manage the pollutants associated with pavements.

Storm Drain System

The subject property is designed and graded to collect and convey stormwater runoff to the southeast portion of the property. Catch basins, curb inlets, and area drains are located at the low points of each drainage basin. These drainage structures collect and convey the stormwater

through a series of underground pipes that discharge into an underground detention system located in the southwest portion of the property. The detention system is a Contech chamber system that stores onsite stormwater underground. The system is designed to store the 10 year, 24-hour storm event and release stormwater into the public storm drain system at a controlled rate as specified by Draper City.

Landscaping

The majority of the proposed plant materials all generally have low-water needs once established and the mineral mulch and planting soils will provide a higher percolation rate, to go along with the extremely high percolation rates of the native sandy soils. Surface runoff, if any, could also be filtered through the majority of the planter areas prior to entering storm drain facilities, resulting in cleaner runoff.

Waste Management

All light weight trash shall be stored in dumpsters or trash receptacles with lids. The containment system should minimize exposure to precipitation and wind and prevent any leaks onto the pavement. The dumpster enclosure and perimeter fence will provide added protection from gusts of wind and trap loose trash allowing it to be collected before exiting the site. The trash collection bins are a source of pollutants and if it is not maintained properly it can leak contaminates onto the pavement and may be washed into the storm drain system.

Snow and Ice Removal Management

Snow should be removed from parking areas and pedestrian walkways. Salt/ice-melt may be used to de-ice the pavement and walkways to provide safe access for patrons. Salt/ice-melt is considered a pollutant but is a necessary component in de-icing operations. Snow removal and deicing should be managed appropriately to minimize salt/de-ice impact.

SECTION 2: TRAINING

Ensure that all employees and maintenance contractors know and understand the SOPs specifically written to manage and maintain the property. Maintenance contractors must use the stronger of their Company and the LTSWMP SOPs. File all training records in Appendix C.

SECTION 3: RECORDKEEPING

Maintain records of operation and maintenance activities in accordance with SOPs. Mail a copy of the record to Draper City annually by July 31st of each year.

SECTION 4: APPENDICES

Instructions:

- Include all drawings, details, SOPs and other supporting information referenced in Sections 1.
- Ensure the LTSWMP is updated with any as-built plans, details and SOP changes prior to releasing the project, and NOI.

Appendix A- Site Drawings and Details

Appendix B- SOPs

Appendix C- Recordkeeping Documents

APPENDIX A - SITE DRAWINGS AND DETAILS



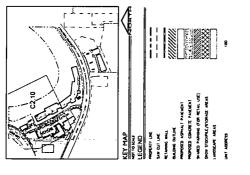




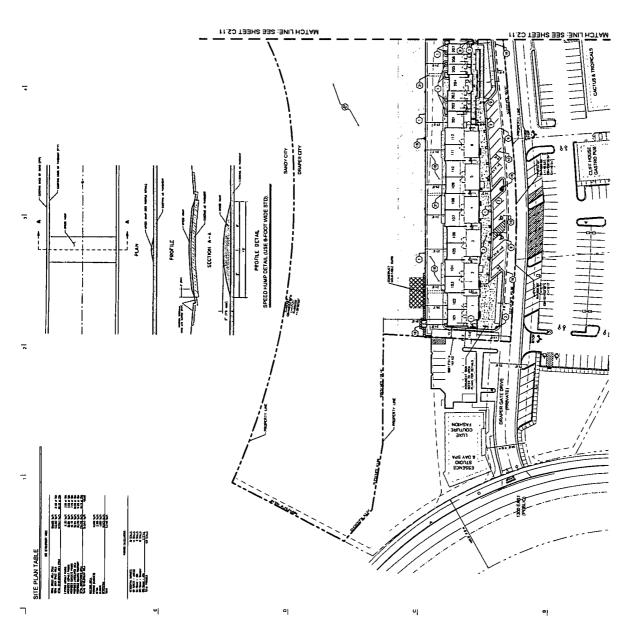




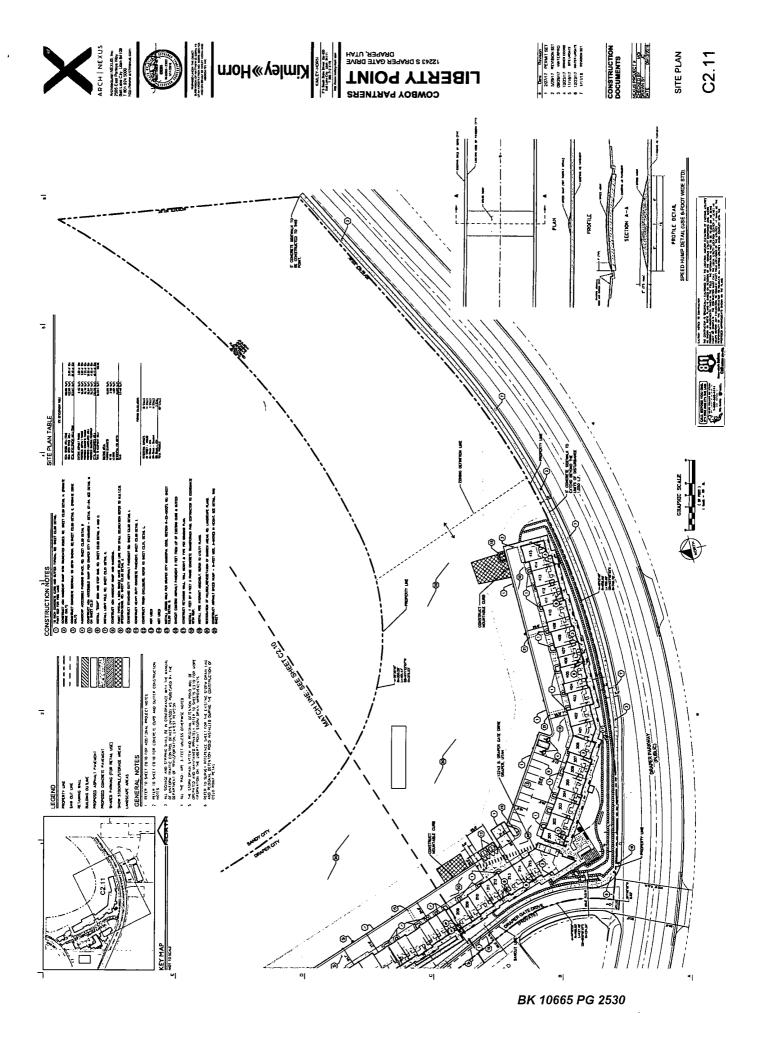


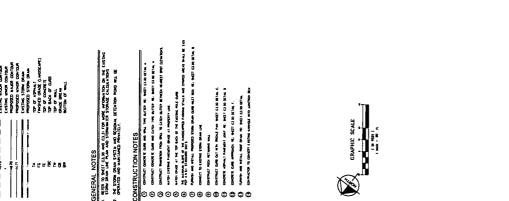


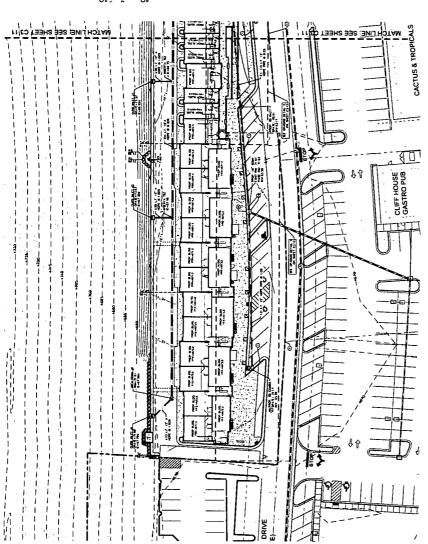
THE PALL NOTES THE PART OF CONTROL MANDETH CONTROL ALL STATE OF CONTROL ALL STATE ALL	est as that the first a man concern many course contracted to companing the magnitude of the contracted of the contracted to the contracted of the contracte	METAPORE OF TAXABLE OF SERVICE OF
---	---	--

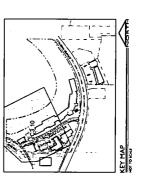


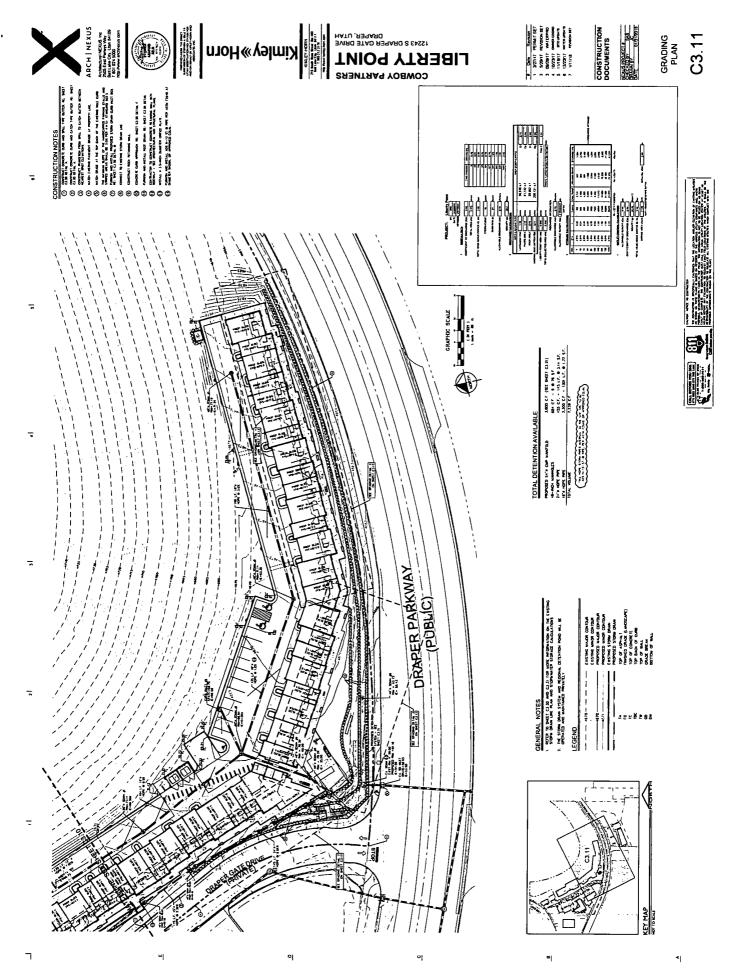






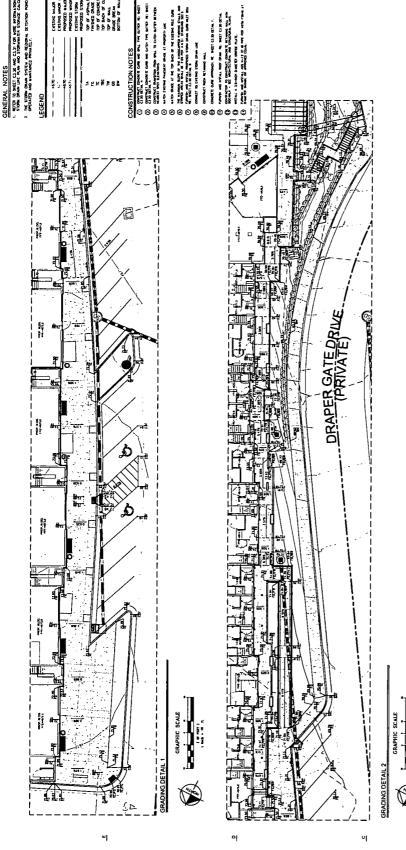


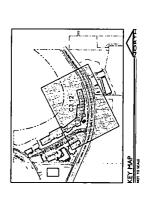








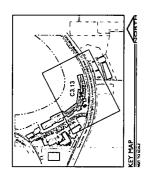


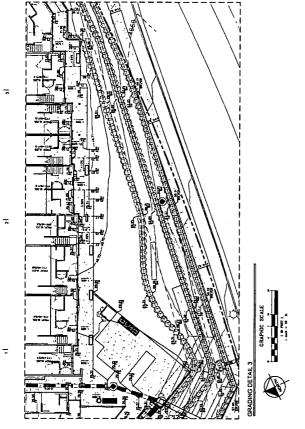


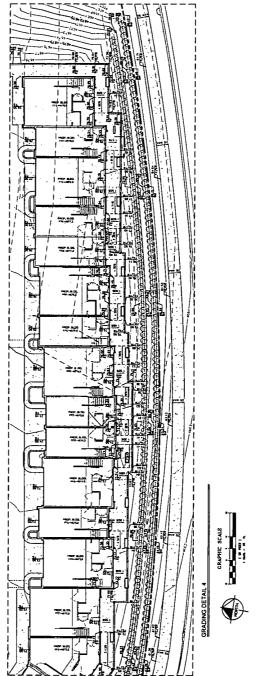
GRADING DETAILS C3.13



STORN GRAN LINE PLAN AND STORNMENTTH STORAGE CALCULATIONS. INE STORN DRAW SYSTEM AND STOCKIA, DETENTION POIND WILL DE DEGRATED AND MANIANCE PREVATLY.		Author watch contain	PROPOSED WALCH CONTIGUE	Emstand Stoke Okke	TOP OF ASPHALT	FRESHED CRADE (LANGSCAPE)	TOP BACK OF CARD	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	BOTTON OF WALL	TES	COLE ONE THE DATE THE STEEL BY BUT DELL	CONTRACT CONCRETE CARD AND CATES THE CATES ME. BEEST	CONTRACT RANGED INCO STAL TO CATOL BATTLO MATERIAL	AGE AT PROPERTY LIKE	MICH GALE AT THE TOP MADE OF THE CHESTRE FOLL SAME	THE MARKET SLOW OF THE WORKERTON PROPERTY STALLS AND STALLS WHEN THE THE THE THE THEORY SECTION SECTION STALLS WITH STALL THE THEORY SECTION S	ALD THOSE OFFICE CARD PALT BOX	Other Lot	1	E SET CIBITIA !	The R. Sell CLEDits.	TO CONTINUE CONCE ACTIONS ONLY WIN	METS OWIG NAT.	NAMES AND METAL ACT HOLD IT IS MAY TO ACT THAT AT	
STON DRAN LINE PLAN AND STORY OF STORY AND STORY AND MAN STORY AND MAN	LEGEND		P :		2	5 H	¥	2 (ı	CONSTRUCTION NOTES	O CHARGE CHORE OF	Charlet Grown over		DEL VINDOM IN TOUR PARENTY GALOT AT MINORITY UNIT	-		-	(B) expected to testinat status (blue use	(9) CONTRACT ROOM PROPERTY OF	(g) CONCETT CARE APPROACH RE SHEET CLESS ET M.	-		-	Contract and second of second	





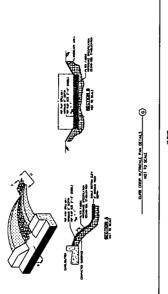


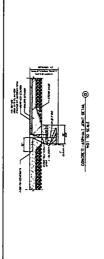




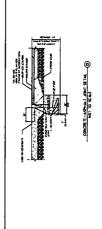


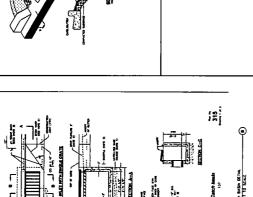
GRADING C3.20

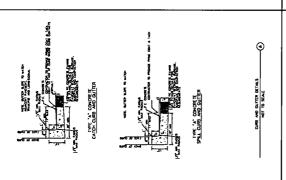


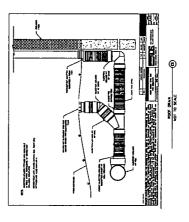


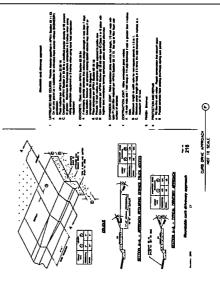
ļ

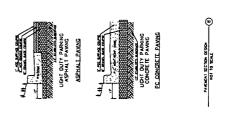




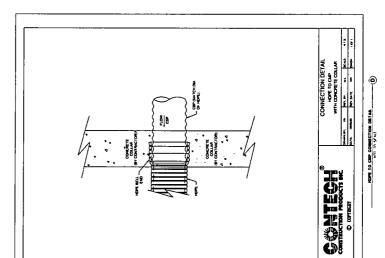


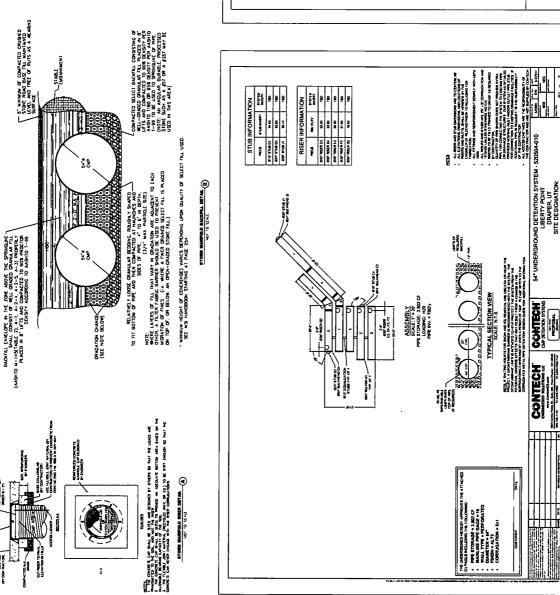












PERFORATED COMMUNATED RETAIL PRE MAINFOLD DETAIL (C)

۱۳

















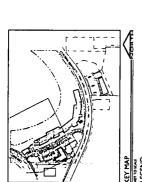


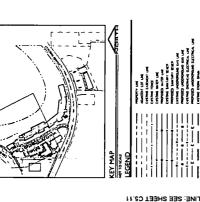












ARCH INEXUS 425 CERT PROPERTY OF THE ARCH INEXUS































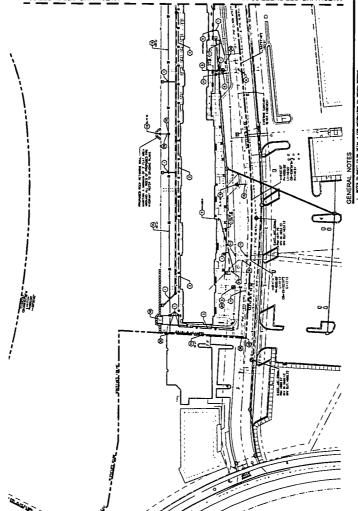


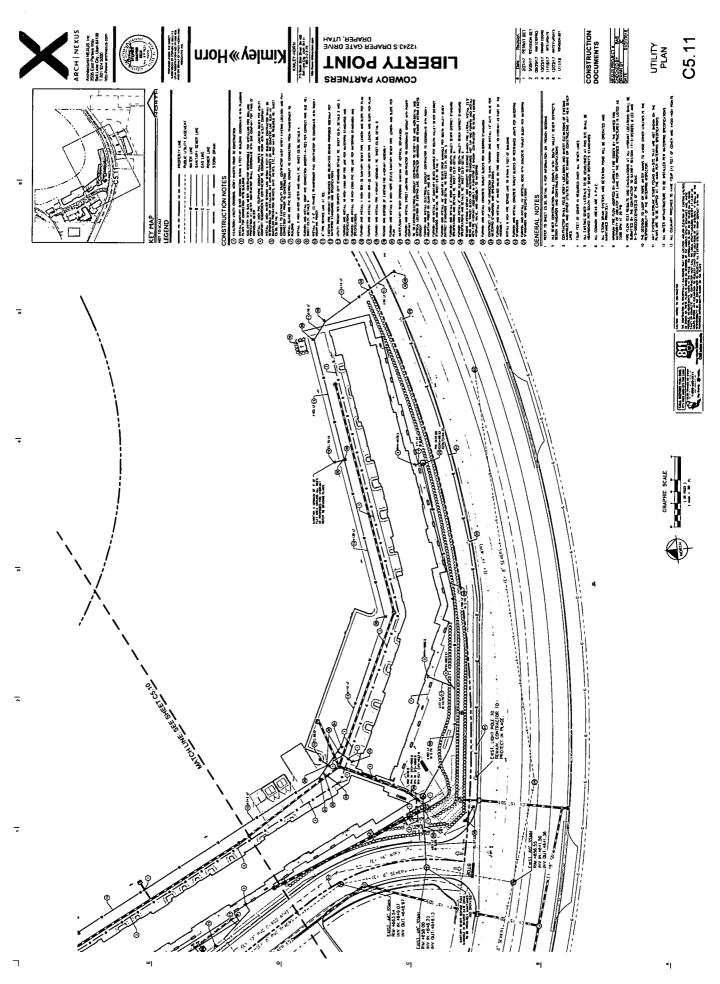


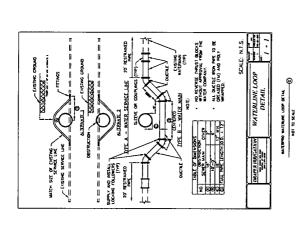


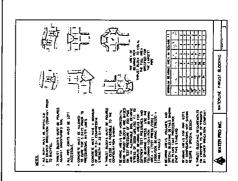


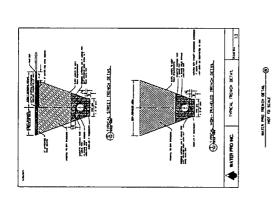


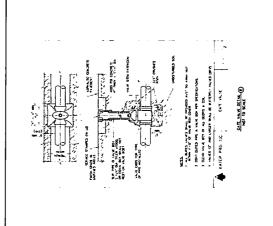


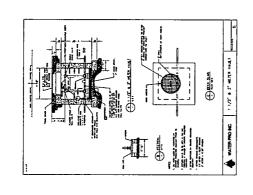




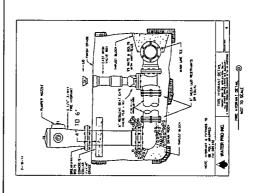








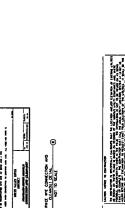
METER VALLE DETAIL

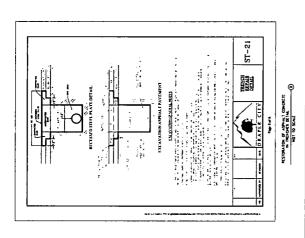


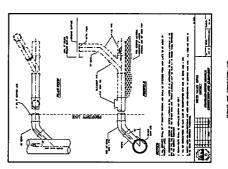


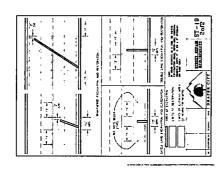


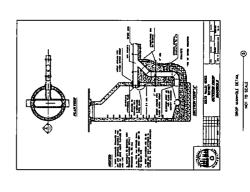




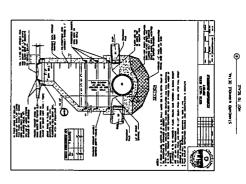












APPENDIX B - SOPs

Impervious Areas, Parking, and Sidewalk

The curb and gutters will be monitored weekly to make sure they are clean from any type of debris. In addition, the parking lots and sidewalks will be cleaned and swept monthly or as needed.

Storm Drain System

The underground detention system will be inspected quarterly by the property management maintenance department and will be cleaned when necessary.

Landscaping

The property's landscape will be maintained by a professional landscape maintenance company. This company will provide a full landscape cleaning (removed of leaves, weeds, etc) in the spring and then one in the fall. They will also aerate the lawn in spring. In addition, this company will mow the lawn weekly. The property's lawn will be fertilized four times during the months of March through November with a dry fertilizer. Weeds will be monitored by the property management company and will either be taken care of by them or the professional landscape maintenance company.

Waste Management

Refuse from the residents and also from the clubhouse/business office will deposited in the dumpsters that are situated east of the roadway that accesses the townhomes' garages. The dumpsters' lids will be periodically inspected to assure they are closed. The dumpsters will be monitored weekly for leaks and any refuse outside of them will be deposited within. These dumpsters will be emptied weekly or as needed by a professional waste management company.

Snow and Ice Removal Management

Snow and ice will be removed during and after each winter storm. Snow will be pushed to various open space areas where it will eventually percolate into the native sandy soil and minimize the impact of entering the storm drain system. Salt/ice-melt will be used only as necessary for safety purposes. Excessive amounts of salt/ice-melt will be swept and then appropriately disposed.

APPENDIX C - PLAN RECORDKEEPING DOCUMENTS

MAINTENANCE/INSPECTION SCHEDULE

Frequency	Site Infrastructure.
W	Curb and gutter monitoring
M	Parking lot and sidewalks cleaned
Q	Underground storm drain detention system monitoring
W	Landscape monitoring
W	Waste management
U	Snow and Ice Removal salt and ice-melt (monitor as needed depending on snow)
	<u></u>
	I

Inspection Frequency Key: A=annual, Q=Quarterly, M=monthly, W=weekly, S=following appreciable storm event, U=Unique infrastructure specific (specify)

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.

MAINTENANCE LOG

Date	Maintenance Performed/Spill Events. Perform Maintenance per SOPs	Observation Notes, including but not limited to; Inspection results, Observations, System Performance (effectiveness/inefficiencies), SOP Usefulness, Concerns, Necessary Changes	Initials
			-

Annual Summary of LTSWMP effectiveness, inefficiencies, problems, necessary changes etc.	
	:

Annual SOP Training Log per Section 2

SOP	Trainer	Employee Name / Maintenance Contractor Co	Date
			<u> </u>