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3460566 BK 7957 PG 1047

When recorded, mail to:

Centerville City Recorder 250 North Main Street Centerville, Utah 84014 E 3460566 B 7957 P 1047-1072
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/02/2022,02:02 PM
FEE \$0.00 P9s: 26
DEP RT REC'D FOR CENTERVILLE CITY

Affects Parcel No(s): 03-001-0178 and 03-001-0179

RETURNED MAR 02 2022

CENTERVILLE CITY STORM WATER FACILITIES MAINTENANCE AGREEMENT

This Storm Water Facilities Maintenance Agreement ("Agreement") is made and entered into this ________, and ________, 2022, by and between Centerville City, a Utah municipal corporation ("the City"), and CW The Lane, LLC, 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 within the City, as set forth in Title 16 of the Centerville City Municipal Code ("the Code"); 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 ("the 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 after existing storm and surface water conditions on the Property and/or adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner desires to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Storm Water Facilities"); and

WHEREAS, the Storm Water Facilities are more particularly described and shown in the final subdivision plans approved by the City 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, a description of all Storm Water Facilities, details, and all appurtenances draining to and affecting the Storm Water Facilities and establishing the standard operation and routine maintenance procedures for the Storm Water Facilities, and control measures installed on the Property ("Long-Term Storm Water Management Plan") is more particularly shown in Exhibit "B;" and

WHEREAS, as 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 Long-Term Storm Water Management 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 Long-Term Storm Water Management Plan, and the mutual covenants contained herein, the parties agree as follows:

- 1. Owner's Obligations to Construct, Maintain, and Inspect Storm Water Facilities. The Owner shall, at its sole cost and expense:
 - (a) Construct the Storm Water Facilities in strict accordance with the plans and specifications identified in the Development Plan, and any amendments thereto which have been approved by the City, and in compliance with applicable City, State, and Federal law.
 - (b) Adequately maintain the Storm Water Facilities. Owner's maintenance obligations shall include all pipes, underground facilities, and channels built to convey storm water, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Storm Water Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Storm Water Facilities in good working condition.
 - (c) Inspect the Storm Water Facilities and submit an inspection report and certification to the City annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Storm Water Facilities. The annual inspection shall cover all aspects of the Storm Water Facilities, including, but not limited to, the structural improvements, berms, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification 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 June 30th of each year and shall be on forms acceptable to the City.
- 2. <u>City Oversight Inspection Authority.</u> The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities whenever deemed necessary by the City. 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 Storm Water Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the City Municipal Code and the Long-Term Storm Water Management Plan.

- 3. Notice of Deficiencies. If the City finds that the Storm Water 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 to cure such defects or deficiencies, but not less than sixty (60) days. Such notice shall be hand-delivered to the Owner or sent certified mail to the Owner.
- 4. Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Storm Water Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Storm Water Facilities are adequately maintained and continue to operate as designed and approved.
- 5. <u>City's Corrective Action Authority</u>, In the event the Owner fails to adequately maintain the Storm Water Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided herein, the City may enter upon the Property and take whatever steps necessary to correct deficiencies and to charge the costs of such repairs to the Owner. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Storm Water 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 legal 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.
- 6. Reimbursement of Costs. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.
- 7. Successor and Assigns. This Agreement shall be recorded in the Davis County Recorder's Office. 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 or any portion thereof described herein.
- 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 Agreement shall not be affected thereby.
- 11. <u>Utah Law and Venue.</u> 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 Davis County, Utah.

- 12. <u>Indemnification.</u> This Agreement imposes no liability of any kind whatsoever on the City, and the Owner agrees to hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casuatties, occurrences, or claims which might arise or be asserted against the City from the construction, presence, existence, or maintenance of the Storm Water Facilities.
- 13. <u>Amendments.</u> 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 Davis County Recorder's Office.
- 14. The Long-Term Storm Water Management Plan. The Long-Term Storm Water Management Plan must adapt to change in good Judgement when site conditions and operations change and when existing programs are ineffective. Revision requests must be filed with the City. Any approved revisions to said plan must be filed with the City and amended into said plan.

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

By:	Class a William	
Its:	Hayper	
	V	
Owner:	CW The Lane, LLC	
By: Not	line corter.	
Print Na	ame: Darlene Carter	
	fanaging Member	

CITY ACKNOWLEDGMENT

STATE OF UTAH)	_
COUNTY OF DAVIS	S.
	, who being duly sworn, did say that he/she is the of CENTERVILLE CITY, a municipal n, and that the foregoing instrument was signed in his/her y on behalf of the City for approval of Storm Water tents. Lenniber Control
My Commission Expires:	Residing at:
May 27, 7025	Davis County
STATE OF UTAH) : s: COUNTY OF DAVIS)	IE LANE, LLC ACKNOWLEDGMENT
On the 12 day of Janua	20. 27
this Agreement with full authority	, 20 22 personally appeared before me who being duly sworn, did say that he/she is the of CW THE LANE, LLC and that he/she has executed to do so. Notary Public
My Commission Expires:	Residing at:
02/11/2023	Layton, UT
,	STEPHANIE HEINER Notary Public, State of Utah Commission #704554 My Commission Expires 02/11/2023

Exhibit "A"

Legal Description

A TRACT OF LAND LOCATED IN THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 18, SAID POINT BEING NORTH 89°40'15" EAST ALONG SAID SECTION LINE 687.29 FEET FROMTHE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°03'10" EAST 125.40 FEET; THENCE NORTH 89°40'15" EAST 143.75 FEETTO THE WEST LINE OF CENTERVILLE MARKETPLACE SUBDIVISION PHASE 2 AS RECORDED WITH ENTRY NO. 1378702 IN BOOK 2235 AT PAGE 350 DAVIS COUNTY RECORDER'S OFFICE; THENCE SOUTH 00°03'10" WEST ALONG THEWEST LINE 45.40 FEET TO THE NORTHWEST CORNER OF PORTER WALTON TOWNHOMES P.U.D. AS RECORDED WITH ENTRY NO. 2916378 IN BOOK 6434 AT PAGE 783 DAVIS COUNTY RECORDER'S OFFICE; THENCE SOUTH 00°03'06"WEST ALONG THE WEST LINE OF SAID PORTER WALTON TOWNHOMES P.U.D. 645.19 FEET TO THE NORTH RIGHT-OF-WAY LINE OF PORTER LANE; THENCE NORTH 89°52'05"-WEST ALONG SAID NORTH RIGHT-OF-WAY LINE70.35 FEET; THENCE NORTH 00°19'45" WEST 133.00 FEET; THENCE NORTH 00°19'45" WEST 133.00 FEET; THENCE NORTH 00°19'45" WEST 164.23 FEET;THENCE NORTH 00°19'45" WEST 266.81 FEET TO THE POINT OF BEGINNING.

CONTAINS 88,895.79 SQ/FT OR 2.04 ACRES

Exhibit "B"

Long-Term Storm Water Management Plan

Storm Water Facilities Maintenance Plan

for:

The Lane 700 West Porter Lane Centerville, UT

C.W. Urban 1222 Legacy Crossing Blvd #6 Centerville, UT 84014

PURPOSE AND RESPONSIBILTY

As required by the Clean Water Act and resultant local regulations, 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, groundwater and generate loose litter must be prohibited.

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 at our site is limited at controlling and containing pollutants and our operations if managed improperly can contaminate the environment. This LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the pollution containment limitations of our site infrastructure and direct our maintenance operations to responsibly manage our grounds. SOPs are filed in appendix B.

Parking, Sidewalk and flatwork

Any sediment, leaves, debris, spilt fluids or other waste that collects on our parking areas and sidewalks will be carried by runoff to our flood and water quality control system. These solids will fill in our system requiring future dredging and cleaning. Also any liquids and dissolved solids can contaminate groundwater. During very intense storm events excess runoff can pass through our system increasing risk to downstream storm drain systems.

Landscaping

While unlikely, our landscape operations can result in grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides and other pollutants to fall or be left on our paved areas. These solids will fill in our system requiring future dredging and cleaning. Also any liquids and dissolved solids can contaminate groundwater.

Flood and Water Quality Control System

Our flood and water quality control system includes directing runoff into landscaping swales and open landscaping areas. This flood control system is a low impact system intended to trap and treat our urban pollutants on the surface to protect downstream water resources. Our system also includes underground retention storage, oil/sediment/trash traps and an underground infiltration system. The infiltration system is design to drain the first ½" of runoff into the ground required by Clean Water Act regulation. This helps keep streams and rivers clean but if we are not careful can contaminate groundwater. In addition, anything we put or allow to be left on our pavements will eventually be carried to our oil/sediment/trash traps and underground infiltration system filling it with sediment and debris increasing maintenance cost. Also any by-passing dissolved or liquid pollutants can increase the risk for contaminating groundwater for which we are responsible. It is important our flood and water quality system is adequately maintained to function properly.

Waste Management

Good waste management systems, if managed improperly, can become the source of the very pollution it was intended to manage. The lids of our dumpster and trash receptacles

are intended to prevent light weight trash carried off by wind and precipitation exposure minimizing liquids that can leak to our pavement and from haul trucks.

Snow and Ice Removal Management

Salt is a necessary pollutant and is vital to ensuring a safe parking and pedestrian walkways. However, salt and other ice management chemicals if improperly managed will unnecessarily increase our salt impact to our own vegetation and local water resources. Much of the runoff drains to our landscape swales. We need to minimize salt maintain healthy root systems needed for optimum infiltration rates.

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 Centerville City Stormwater Division annually.

SECTION 4: APPENDICES

Appendix A- Site Drawings and Details Appendix B- SOPs

Appendix C- Recordkeeping Documents

APPENDIX A - SITE DRAWINGS AND DETAILS

3460566

BK 7957 PG 1061

EINE DEZANIMENT South Davis Magra Fire D 343 South Main Street Comprelle, UT 14014 Phone: (101) 477-2400

TELEPHONE COMPANY: Contany Link Contant Service Line Phane: (401) 601-6000

SEWER DISTRICT: Seeth David Sower District 1809 Word 1200 North West Bowelfel, UT 84087 Phone: (401) 289-3469 NOWER COMPANY: Rocky Mountain Person Customer Service Line Phone: (201) 546-1235

LOCATED IN THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP
RANCE 1 EAST, SALT LAKE BASE AND NORMAN
CENTERVILLE CITY, DAVIS COUNTY, UTAM
AUGUST, 2021 Ine Lane
Civil Construction Set

AGENCY CONTACTS:

(ANNINE): temerelle (Transing Dep 59 North Main Binet 59 North Main Binet temerelle, UT \$4814 temer: (401) 295-3477

SURVEYOR:
Ush Leed Serveying
Mike Wangstreen, PLS
1470 South 440 West
Woods Creen, 1/7 \$4610
PHz (801) 244-2216

THE HOLE ENGINEERING:

URBAN

DEVELOPER:

The Lane 700 West Porter Lane Centerville, UT

THES PROJECT IS LOCATED BY THE FEMA PLOKE ZONE X.

Vicinity Map







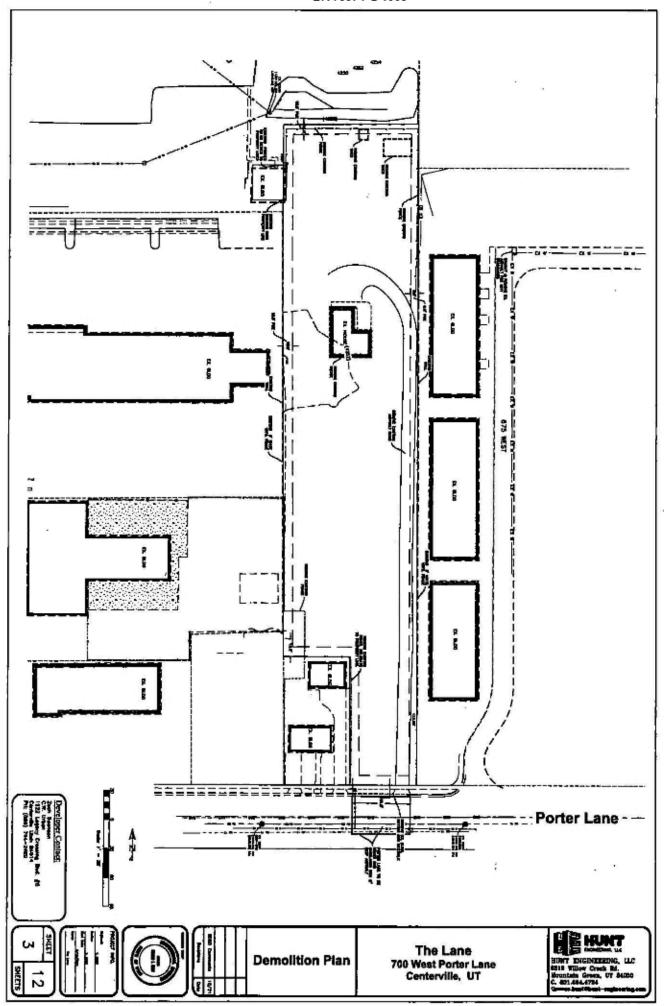


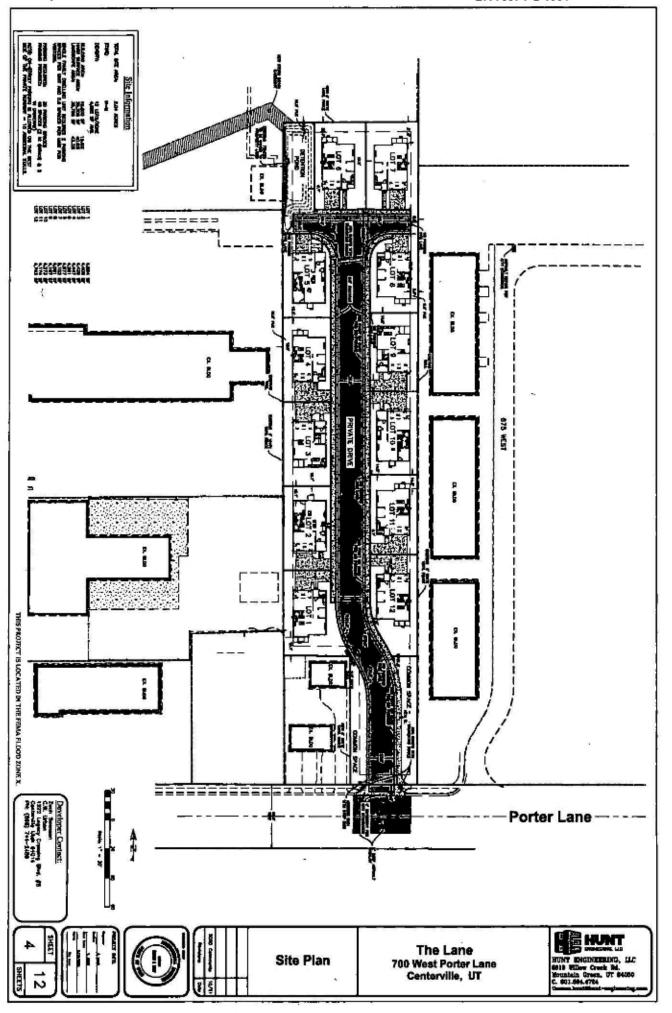


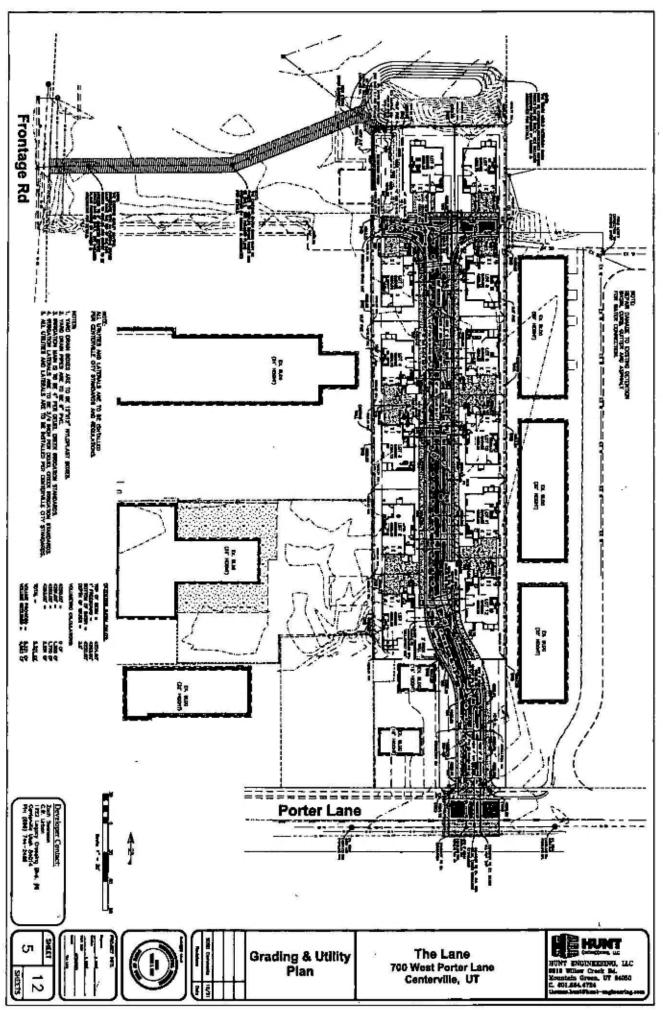
Cover Sheet

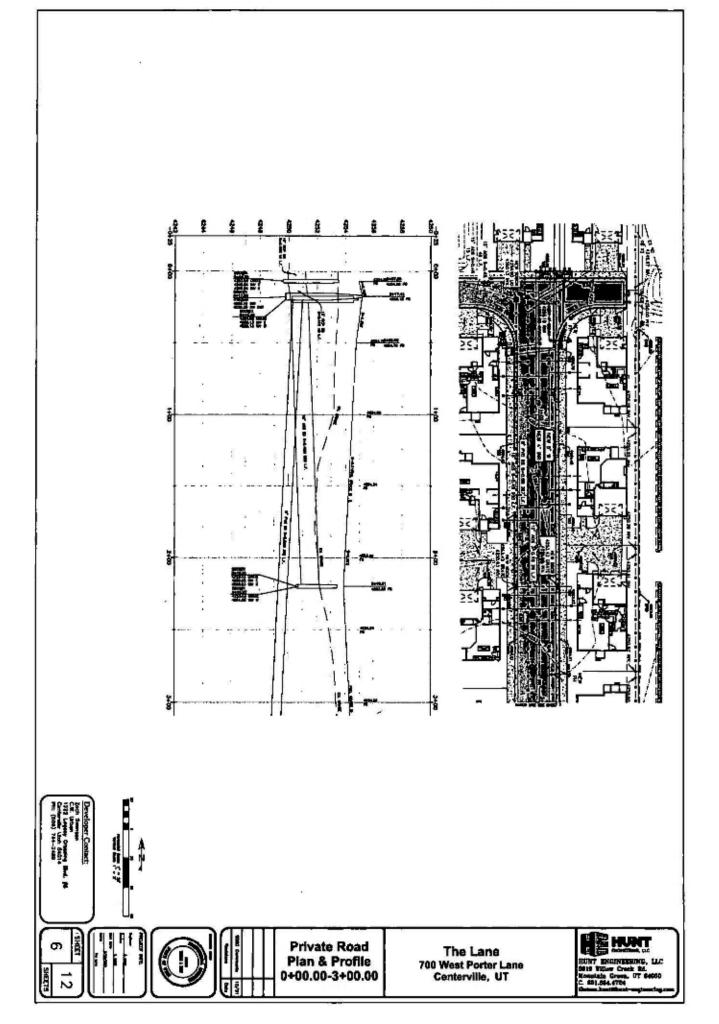
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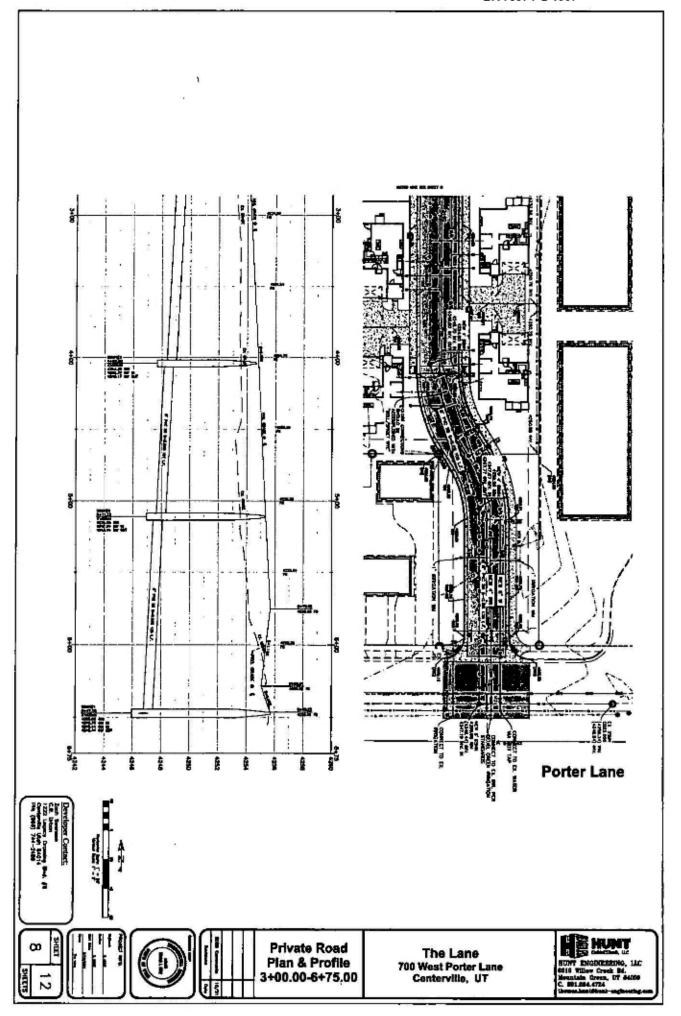
Centerville, UT

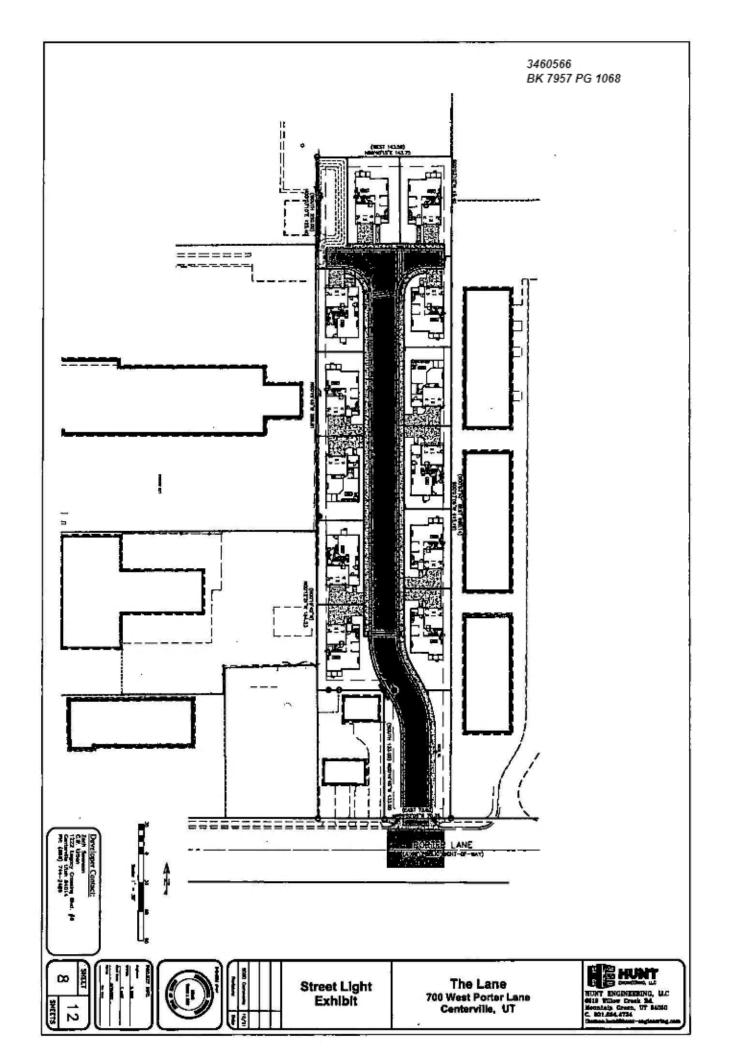


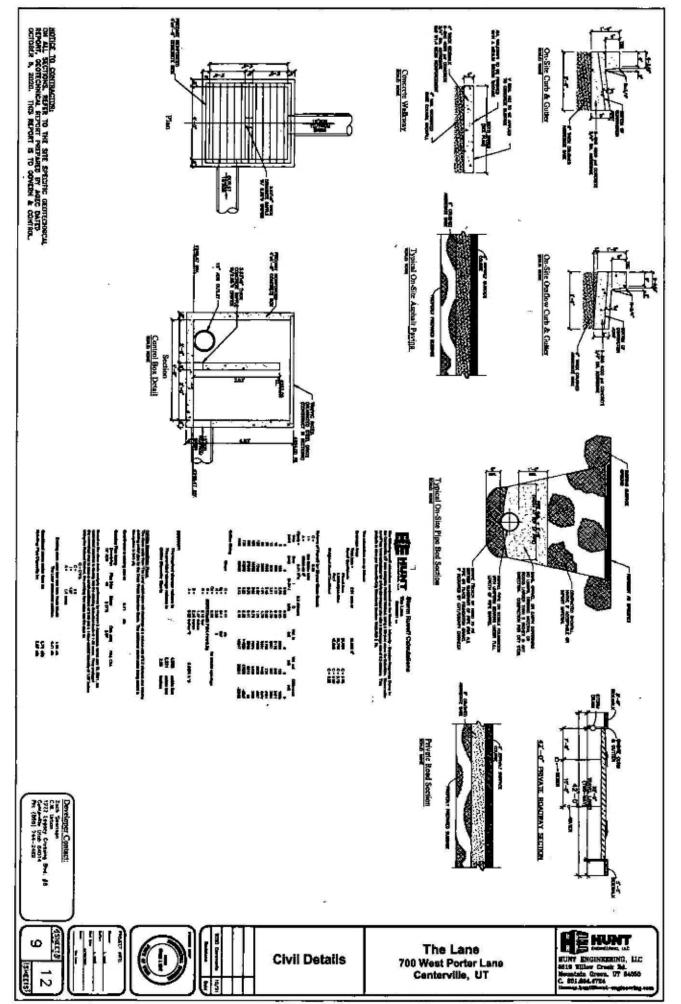












3460566 BK 7957 PG 1070 ELEVATION VIEW SUMBANTE CLA SECTION (3) The Lane 700 West Porter Lane Centerville, UT Civil Details

