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Book - 10568 Pg - 8739-8746
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SANDY CITY
10000 CENTENNIAL PARKWAY
SANDY UT 84070
BY: SSA, DEPUTY - MA & P.

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

Project Name: **SANDY COMMERCE OFFICE BUILDING**
Address: **9490 SOUTH 300 WEST** Parcel ID# **27121270070000**

Post-Construction Storm Water Maintenance Agreement

WHEREAS, the Property Owner **BOYER 9400 SOUTH, L.C.** recognizes that the Storm Water Facilities (hereinafter referred to as "Facilities") must be maintained for the development called **SANDY COMMERCE OFFICE BUILDING**, located at **9490 SOUTH 300 WEST**, 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 with an Entry # 7553607 Book # 2000P and Page # 15 (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.

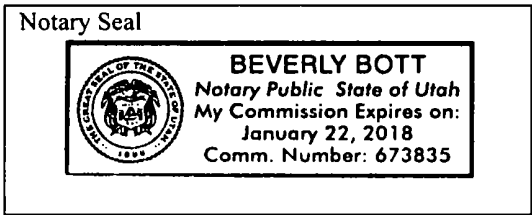
So AGREED this 18th day of February, 20 16

BY: [Signature] PROPERTY OWNER
Title: MUTUALIZER

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

On this 18th day of February, 2016, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Brian Gochnour, the manager of The Boyer Company, L.C., 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: Beverly Bott]
(Signature of Notary)
My Commission Expires: 1/22/18

Approved as to form:
BY: [Signature] Public Utilities
Date: 5/22/17

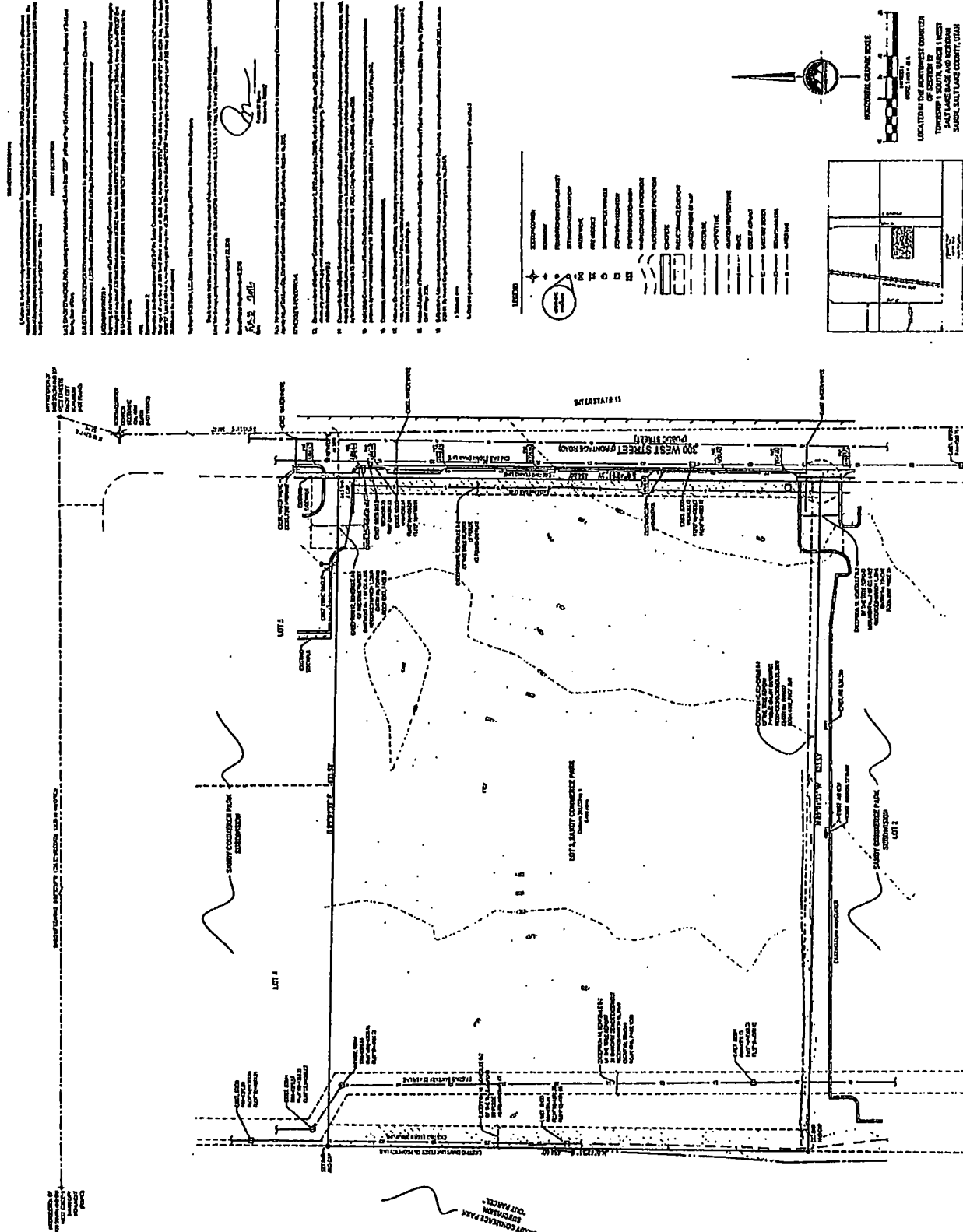
- Attachments: Exhibit A (Parcel/ Plat and Legal Description)
Exhibit B (Maintenance Plan and Inspection Schedule)
Exhibit C (Standard Operation and Maintenance Inspection Report)

EXHIBIT A – Parcel/ Plat and Legal Description

Sandy Commerce Park – Lot 3.

Beginning at a point S 67°07'58" W, a distance of 38.54 feet from the North Quarter Corner, of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also mire particularly described S 36°22'40" W, a distance of 87.54 feet from an existing survey monument at the intersection of 300 West Street and 9400 South Street, (basis of bearing the monument line in 9400 South Street, between 300 West and 500 West Street a measured distance of 1336.02 feet); and running
thence S 00°42'51" W, a distance of 343.42 feet;
thence S 00°42'51" W a distance of 454.00 feet;
thence S 89°01'33" E, a distance of 623.52 feet;
thence N 00°42'51" E, a distance of 454.00 feet;
thence S 89°01'33" E, a distance of 623.53 feet;
thence S 00°42'51" W a distance of 343.42 feet to the point of beginning.

Contains 283, 077.31 Square feet or 5.50 Acres



BY ORDER OF THE BOARD OF DIRECTORS
 ENSIGN
 431 N. 1200 S. SUITE 200
 SANDY, UT 84070
 PHONE 801.555.0529

SALE OF LAND CONTRACT - THIS IS A CONTRACT FOR THE SALE OF LAND AND NOT A WARRANTY OF TITLE. THE SELLER MAKES NO REPRESENTATION OR WARRANTY OF TITLE, AND THE BUYER ACCEPTS THE PROPERTY AS SHOWN ON THIS SURVEY. THE BUYER AGREES TO HOLD THE SELLER HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES OF WHATEVER NATURE AND KIND THAT MAY BE ASSERTED AGAINST THE SELLER BY ANY THIRD PARTY AS A RESULT OF THE BUYER'S FAILURE TO OBTAIN TITLE INSURANCE AND THE BUYER'S ASSUMPTION OF ALL RISKS AND LIABILITIES FROM THE DATE OF CLOSING. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING TITLE INSURANCE AND FOR DEFENDING AND HOLDING THE SELLER HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES OF WHATEVER NATURE AND KIND THAT MAY BE ASSERTED AGAINST THE SELLER BY ANY THIRD PARTY AS A RESULT OF THE BUYER'S FAILURE TO OBTAIN TITLE INSURANCE AND THE BUYER'S ASSUMPTION OF ALL RISKS AND LIABILITIES FROM THE DATE OF CLOSING.

ENIGN
 431 N. 1200 S. SUITE 200
 SANDY, UT 84070
 PHONE 801.555.0529

1. This survey was prepared by the undersigned as a preliminary survey for the purpose of showing the location and boundaries of the lots shown hereon. It is not intended to be a warranty of title or a guarantee of the accuracy of the measurements shown hereon. It is intended to be a guide to the location and boundaries of the lots shown hereon.
2. The measurements shown hereon are based on the best available data and are subject to the usual errors and uncertainties of field measurements.
3. The boundary lines shown hereon are shown as straight lines. It is recognized that the actual boundaries may be curved or otherwise irregular in shape.
4. The area shown hereon as "Sandy Commerce Park" is the same as the area shown on the plan of the same name filed in the office of the County Clerk of Salt Lake County, Utah, on or about the date hereon.
5. The area shown hereon as "Lot 1", "Lot 2", "Lot 3" and "Lot 4" are the same as the areas shown on the plan of the same name filed in the office of the County Clerk of Salt Lake County, Utah, on or about the date hereon.

BY ORDER OF THE BOARD OF DIRECTORS
 ENSIGN
 431 N. 1200 S. SUITE 200
 SANDY, UT 84070
 PHONE 801.555.0529

**SANDY COMMERCE PARK LOT 3
 ALTA/CSM LAND TITLE SURVEY
 9490 SOUTH 300 WEST
 SANDY, UTAH**



EXHIBIT B – Maintenance Plan and Inspection Schedule



SALT LAKE CITY
450 WEST 1000 SOUTH
SALT LAKE CITY, UT 84119
PHONE: 801.255.6500

LAYTON
PHONE: 801.947.1700

TUO DELE
PHONE: 801.947.1700

CEDAR CITY
PHONE: 801.947.1700

PHONE: 801.947.1700

PHONE: 801.947.1700

WWW.ENSIGNARCHITECTURE.COM
EN SIGN ARCHITECTURE
100 WEST 1000 SOUTH
SALT LAKE CITY, UT 84119
PHONE: 801.255.6500

SANDY COMMERCE OFFICE BUILDING
9450 SOUTH 300 WEST
SANDY, UTAH



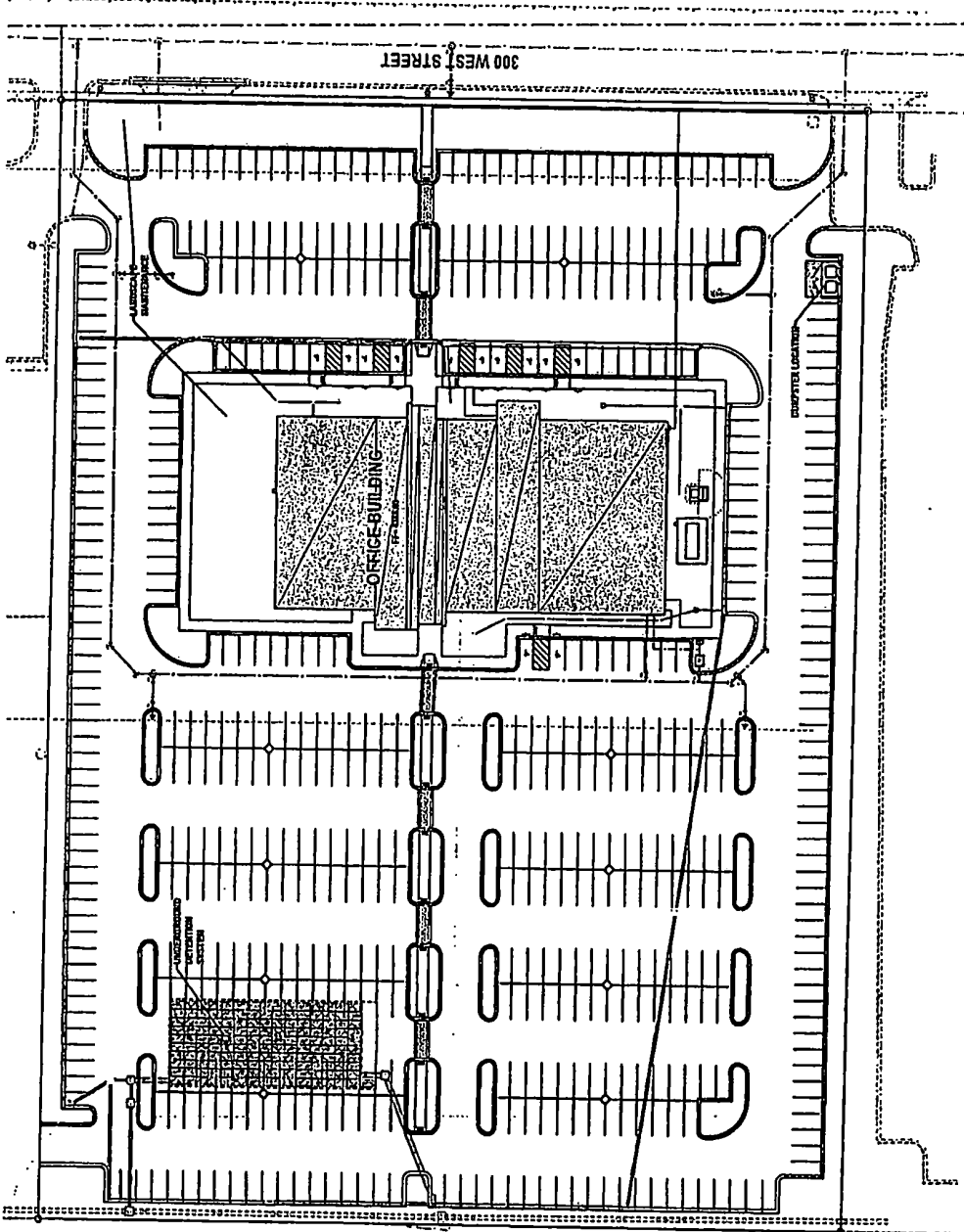
CONSTRUCTION DOCUMENTS
PROJECT NO. 10000000000000000000
DATE: 10/15/2010

STORE WATER
MAINTENANCE PLAN

DATE: 10/15/2010
SCALE: AS SHOWN
DRAWN BY: JMM

EX-100

- GENERAL CONDITIONS REFERENCED TO THIS PLAN:**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SANDY AND THE STATE OF UTAH.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SANDY AND THE STATE OF UTAH.
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 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SANDY AND THE STATE OF UTAH.



LEGEND

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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	Removal of floatable debris						
8	Maintenance of inlets						
9	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