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Book - 10856 Pg - 1240-1249
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SANDY CITY
10000 CENTENNIAL PARKWAY
SANDY UT 84070
BY: STP, DEPUTY - MA 10 P.

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

Address: 9235 South 700 East Parcel ID# 28-05-351-028 & 28-05-351-020

Post-Construction Storm Water Maintenance Agreement

WHEREAS, the Property Owner Brad Reynolds Construction recognizes that the Storm Water Facilities (hereinafter referred to as "Facilities") must be maintained for the development called The Villages at Sandy located at 9235 South 700 East, 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 # 12447609, 12452142, Book # 10517, 10519, and Page # 6999, 6615 (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.

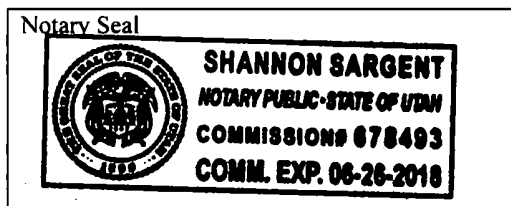
So AGREED this 5th day of July, 2017

BY: [Signature] PROPERTY OWNER
Title: Manager Attest: [Signature]
Title: Superintendent

STATE OF Utah)
COUNTY OF Salt Lake)ss

On this 5 day of July, 2017, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Brad Reynolds, the manager of The Villages at Sandy, 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: 6-26-18

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

Date: 7/14/17

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

Villages at Sandy

Beginning at a point on the Easterly Right-of-Way Line of 700 East Street, said point being North 00°07'46" East 1,186.59 feet along the section line and East 52.73 feet from the Southwest Corner of Section 5, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running

thence North 00°07'00" East 50.00 feet along the Easterly Right-of-Way Line of said 700 East Street;

thence South 89°12'10" East 1,267.10 feet;

thence South 00°07'00" West 494.84 feet;

thence North 89°12'10" West 17.33 feet;

thence Northwesterly 93.90 feet along the arc of a 222.00 foot radius curve to the left (center bears South 77°39'10" West and the chord bears North 24°27'50" West 93.20 feet with a central angle of 24°14'01");

thence South 00°07'00" West 242.01 feet;

thence North 89°32'34" West 808.63 feet;

thence North 00°46'00" East 266.51 feet;

thence South 89°07'50" East 2.95 feet;

thence North 00°52'35" East 42.51 feet;

thence South 89°12'10" East 67.28 feet;

thence North 00°07'00" East 298.32 feet;

thence North 89°12'10" West 476.14 feet to the point of beginning.

Contains 552,855 Square Feet or 12.692 Acres and 132 Units

AMENDING LOT 7B OF AMENDMENT OF LOT 7,
9400 SOUTH COMMERCIAL SUBDIVISION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3,
TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASIN & MERRIAM
SANDY CITY, SALT LAKE COUNTY, UTAH

[illegible][illegible]

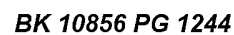
THE VILLAGES AT SANDHILL

[illegible]

The above listed list of bond issuers is subject to a Change of "State of Issue".

15132 LP 11491 043
15132 LP 11491 043

AMENDING LOT 7B OF AMENDMENT OF LOT 7,
9400 SOUTH COMMERCIAL SUBDIVISION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8,
TOWNSHIP 3 SOUTH RANGE 1 EAST, SALT LAKE BASIN, MEDIAN

[illegible]

AMENDING LOT 7B OF AMENDMENT OF LOT 7,
B400 SOUTH COMMERCIAL SUBDIVISION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5,
TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
SANDY CITY, SALT LAKE COUNTY, UTAH



AMENDING LOT 7B OF AMENDMENT OF LOT 7,
9400 SOUTH COMMERCIAL SUBDIVISION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8,
TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASIN & MERRIDIAN
SANDY CITY, SALT LAKE COUNTY, UTAH

DATE _____ TIME _____

NAME _____

ADDRESS _____

CITY _____

STATE _____

ZIP _____

PHONE _____

TELEFAX _____

E-MAIL _____

DATE _____

NAME _____

ADDRESS _____

CITY _____

STATE _____

ZIP _____

PHONE _____

TELEFAX _____

E-MAIL _____

PAGE 2 OF 3
 APR 11 10 46 AM '74
 SUPPLIES CO
 COLUMBIA MO
 CHECKED BY GEM
 DATE 4-7-74

ENSIGN

SALT LAKE CITY
4, 8, 10 & 12 1/2 M
Beds UT 947's
Phone 802. 234
Fax 802.234
E-mail ensign 20

LAYTON
New UT 947's
802.234
Layton office
New 4 & 12 M
802.234
New 4000-200

DEVELOPER
D REYNOLDS CONSTRUCTION
P.O. BOX 11959
SALT LAKE CITY, UTAH 84117
801-231-2288

ATTACHMENT LINE
 PRIVATE SPACE
 METRO COMMON SPACE
 COMMON SPACE

[illegible]

EXHIBIT B – Maintenance Plan and Inspection Schedule

<ENTER MAINTENANCE PLAN AND INSPECTION SCHEDULE>



THE VILLAGES AT SANDY

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		☐ Weekly		☐ Monthly		☐ Quarterly	
		☐ 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