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RASHELLE HOBBS
RECODER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER
1020 E PIONEER RD
DRAPER UT 84020
BY: STA, DEPUTY - MA 35 P.

When recorded, mail to:

Draper City Recorder
1020 East Pioneer Road
Draper City, Utah 84020

Affects Parcel No(s): 28-33-102-039

STORMWATER POLLUTION PREVENTION MAINTENANCE AGREEMENT

This Stormwater Pollution Prevention Maintenance Agreement ("Agreement") is made and entered into this 28 day of August, 2019, by and between Draper City, a Utah municipal corporation ("City"), and Rockwell Estates, a 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 seq.*, 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 was completed after January 1, 2003; disturbed 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

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 28 day of August 20 19.

PROPERTY OWNER

By: Al J Title: Manager, Rockwell Estates, LLC

By: _____ Title: _____

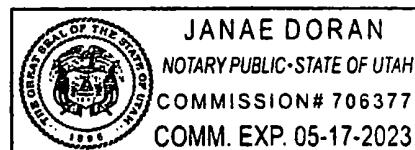
STATE OF UTAH)

:ss.

COUNTY OF)

The above instrument was acknowledged before me by Scott Cooley, this 28 day of August, 20 19.

Janae Doran
Notary Public
Residing in: Salt Lake
My commission expires: 5-17-2023



DRAPER CITY

By: Scott Cooley Date: 2/25/2020

PUBLIC WORKS DIRECTOR

Attest: Janae Doran
City Recorder

Approve to form: M. L.
City Attorney



Attachments:

Exhibit A: Plat and Legal Description

Exhibit B: Stormwater Maintenance and Preservation Plan

EXHIBIT A

Porter Rockwell Estates Subdivision

LEGAL DESCRIPTION

Porter Rockwell Estates Subdivision

This legal describes the proposed Porter Rockwell Estates Subdivision, situate in the Southwest Quarter (SW 1/4) of Section 33, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and described as follows:

Commencing at a found brass cap monument at the Northwest Corner of Section 33, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence along the along the west line of the Northwest Quarter (NW 1/4) of said Section 33 South $00^{\circ}07'25''$ West 536.25 feet; thence departing said west line South $89^{\circ}52'35''$ East 34.64 feet to the east right-of-way line of 1300 East Street as defined in that certain Warranty Deed, Recorded October 31, 2014, as Entry 11938406, Book 10271 at Page 4964, on file at the Salt Lake County, Utah Recorder's Office, said point also being the Point of Beginning;

Thence departing said east right-of-way line South $89^{\circ}52'35''$ East 354.76 feet; thence South $00^{\circ}07'25''$ West 662.79 feet to the northeast corner of a parcel of land as defined in that certain Boundary Line Agreement Recorded March 28, 2019, as Entry 12958037, Book 10764 at Page 7293, on file at the Salt Lake County, Utah Recorder's Office, thence along the north line of said parcel North $89^{\circ}52'35''$ West 128.40 feet to the northwest corner of said parcel; thence North $00^{\circ}07'25''$ East 355.54 feet; thence North $89^{\circ}52'35''$ West 225.98 feet to a point on said east right-of-way line; thence along said east right-of-way line North $00^{\circ}03'12''$ East 307.25 feet to the Point of Beginning. The above-described portion contains 154,593 square feet or 3.55 acres.

BASIS OF BEARING

South $00^{\circ}07'25''$ West, being the bearing of the West line of the Northwest Quarter (NW 1/4) of Section 33, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

End of description.

EXHIBIT B

Long Term Stormwater Management Plan

for:

Porter Rockwell Estates Subdivision
12700 South 1300 East
Draper, Utah 84020

PURPOSE AND RESPONSIBILITY

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.

Impervious Areas, Parking, Sidewalk and Patio

The impervious infrastructure for the site consists of an asphalt road, curb and gutter, driveways, sidewalks, roofs, and patios. Impervious surfaces account for approximately 70% of the site. The site either slopes towards the road or towards swales along the outside property line. Any sediment, debris fluids, or other waste left or that collect on the site will be carried by runoff to the site's storm drain inlets. The inlets will then carry the runoff into Draper City's storm drain system. Street maintenance will involve street sweeping. The Sweeping SOP is used to manage the pollutants associated with pavements.

Storm Drain System

The storm drain system consists of inlets, pipe, swales, detention basins, and retention basins. Storm runoff that is collected in the curb and gutter will flow to inlets that drain first into a detention basin and then into the City system. Water that does not drain towards the road will either flow north to a swale that drains into a catch basin and then into the City's storm drain system or will flow east and south into a swale that drains into a retention basin which will allow runoff to percolate into the ground over time. The use of swales, detention basins, and retention basins will reduce the level of controls necessary for SOPs by giving sediment, debris, and pollutants a chance to settle out of the runoff and be reduced naturally by vegetation. The Storm Drain Maintenance SOP is written to control and manage this system.

Landscaping

The site's landscaped areas will consist of grass, shrubbery, and trees and will require regular maintenance. This will involve mowing, pruning, raking, fertilizing, and possibly the use of pesticides. It is vital that the paved areas with direct connection to the city storm drain system remain clear and clean of landscape pollutants. The Landscape SOP is written to control and manage this issue.

[Describe the vegetation and/or xeriscape infrastructure and how its presence and maintenance impacts water quality. When the landscape design includes LID infrastructure, describe the water quality benefits. Incorporating LID designs into

landscape infrastructure can reduce the level of controls necessary for SOPs. Identify the necessary SOPs and include them in Appendix B]

Waste Management

The waste management will be conducted by homeowners and will consist of normal household trash. The trash will be collected by the city at regular intervals.

Utility System

All site utilities will be located underground, and no pollutants are expected to be generated from them.

Snow and Ice Removal Management

Snow and ice removal during the winter will require snow plows and salt. Salt is a necessary pollutant to control ice and increase safety.

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

- Appendix A- Site Drawings and Details
- Appendix B- SOPs
- Appendix C- Recordkeeping Documents

APPENDIX A – SITE DRAWINGS AND DETAILS

PORTER ROCKWELL ESTATES SUBDIVISION
PRELIMINARY PLAT SUBMITTAL
DRAPER, UTAH

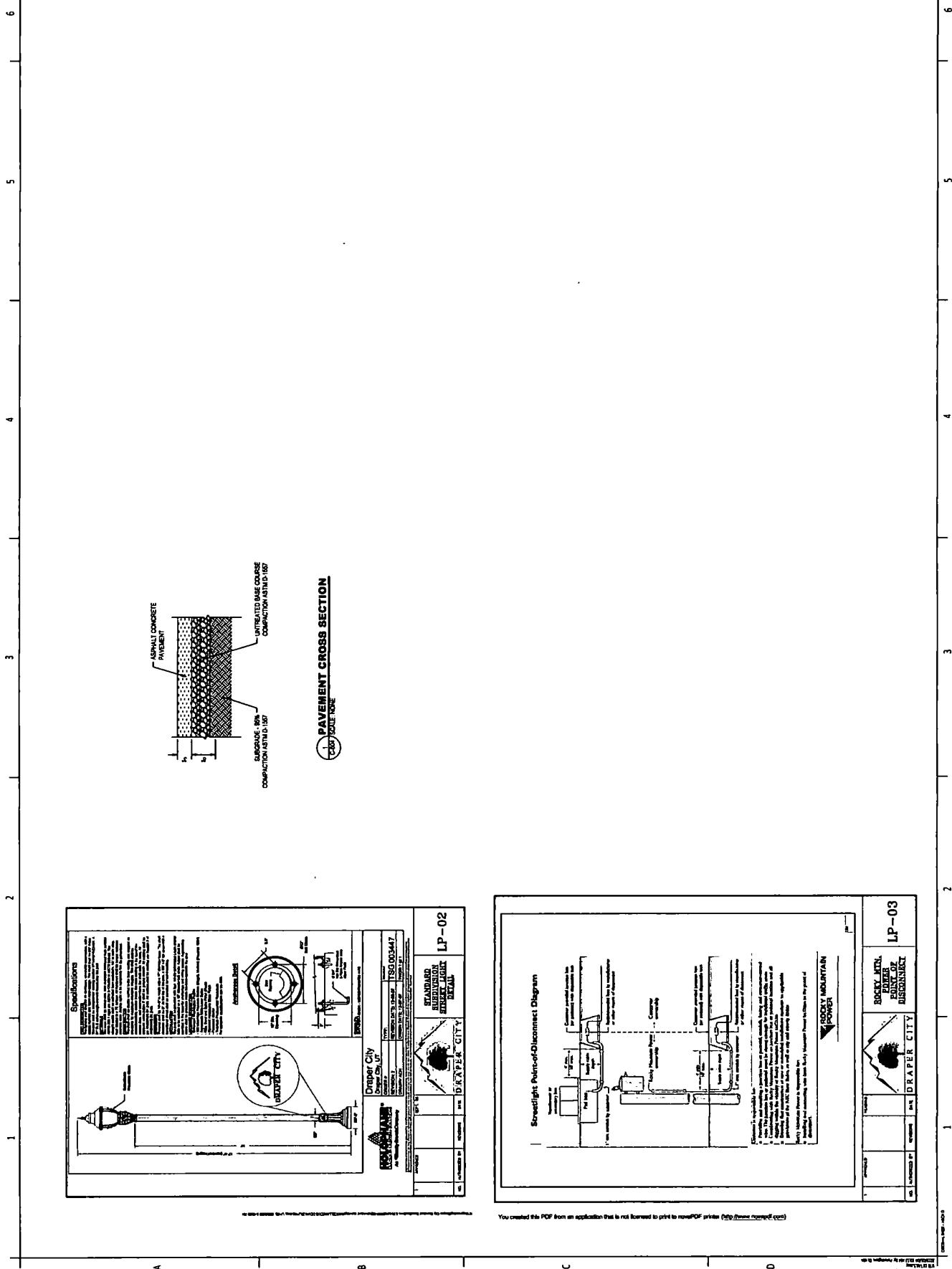
MAY 06, 2019
PROJECT NUMBER: 171355

OWNER: CONTACT: TROY DANA
PHONE: (801) 558-7378
EMAIL: troydana1031@yahoo.com

ENGINEER:
MICHAEL BAKER INTERNATIONAL
CONTACT: JACOB JENSEN, P.E. OR DUSTIN PENNINGTON, P.E.
7090 UNION PARK AVENUE, STE. 500
SALT LAKE CITY, UTAH 84104

3K 10905 PG 3434

Michael Baker INTERNATIONAL MICHAEL BAKER 1720 AURUM PARK AV SUITE 500, MINNEAPOLIS, MN (612) 255-4220			<p>12700 SOUTH 1300 EAST DRAPER, UTAH 84020</p> <p>PORTER ROCKWELL ESTATES 12700 SOUTH 1300 EAST DRAPER, UTAH 84020</p> <p>Site Plan II</p>		Project No.: 17155 Date: MAY 19, 2013 Page: 1
		REVISIONS	1. 05/02/2013 REVIEW AND SIGNATURE DISCUSSION	2. 05/02/2013 REVIEW AND SIGNATURE DISCUSSION	



APPENDIX B – SOPs

Sweeper Truck Operations

General:

These SOPs are not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in these SOPs.

1. Regular Procedure:

- a) Inspect grates for debris. Stop sweeper and hand sweep debris away from grates and follow with sweeper.
- b) When maintenance of weeds in the gutter is necessary, street sweeping should be coordinated with gutter trimming operations and sweeping should occur same day of weed trimming operations minimum.
- c) Stop and remove small objects, such as trash cans, gutter ramps, and large debris etc. that are blocking moderately dirty gutter.
- d) Tight areas not accessible to sweeper must be swept by hand to a point reached by the sweeper. Operator may use discretion as to when this is necessary.

2. Disposal Procedure:

- a) Unload wet waste in dump bay. Waste material should remain in bay until appreciable water is drained.
- b) Move decanted waste to dry waste storage bin. Haul waste to approved disposal sites. Reference document attached.
- c) Dry waste may be discharged to waste storage bay.

3. Sweep Frequency

- a) Inspect roadway area twice per year and sweep as needed, but yearly as a minimum
- b) The inspection results should substantiate the frequency. Modify as necessary to maximize effectiveness and minimize diminishing returns.

4. Training:

- a) Train employees 1/Year
- b) Education material: Sweeper Truck SOP

5. Safety:

- a) Recognize pedestrians and check all blind spot before moving.
- b) Observe inlet and manhole conditions and report and protect damaged pieces.
- c) Use TTC devices on all roadway and pedestrian systems in accordance to the MUTCD.

Landscape Maintenance Operations

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

Rule: Prevent any solids, liquids or any light weight material from being carried away from the construction or maintenance envelop by wind or water.

1. Application:

a) This SOP should provide sufficient direction for many of the general operations, e.g., fertilizer and pesticide applications, mowing, weeding, tree trimming, digging, sprinkler repairs, mulch management, etc.

2. Maintenance Procedure:

a) Grooming

- Lawn Mowing – Immediately following operation sweep or blow clippings onto vegetated ground.
- Fertilizer Operation – Prevent overspray. Immediately following operation sweep or blow fertilizer onto vegetated ground.
- Pesticide Operations – Prevent overspray, use spot treatment. Immediately following operation sweep or blow dry pesticide onto vegetated ground

b) Remove or contain all erodible or loose material prior forecast wind and precipitation events or before non-stormwater will pass through the project site. For light weight debris maintenance can require immediately attention for wind events and many times daily maintenance or as needed for precipitation or non-stormwater events.

c) Landscape project materials and waste can be contained or controlled by operational or structural best management practices (BMPs).

- Operational; including but not limited to:

- Strategic staging of materials eliminating exposure, such as not staging on pavement

- Avoiding multiple day staging of landscaping backfill and spoil

- Haul off spoil as generated or daily

- Structural; including but not limited to:

- Inlet protection, e.g. wattles, filter fabric, drop inlet bags, boards, planks

- Gutter dams, e.g. wattles, sandbags, dirt dams

- Boundary containment, e.g. wattles, silt fence

- Dust control, e.g. water hose

d) Inspection often to insure the structural BMPs are in good operating condition and at least prior to the workday end. Promptly repair damaged BMPs.

e) Cleanup:

- Use dry cleanup methods, e.g. square nose shovel and broom.
- Wet methods are allowed if wastewater is prevented from entering the stormwater system, e.g. wet/dry vacuum, disposal to approved open spaces

f) Cleanup Standard:

- When a broom and a square nosed shovel cannot pick any appreciable amount of material.

3. Waste Disposal:

- a) Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.

4. Equipment:

- a) Tools sufficient for proper containment of pollutants and cleanup.
- b) Push broom and square blade shovel should be a minimum.

5. Training:

- a) Annually and at hire
- b) Landscape Service Contractors must have equal or better.

Storm Drain Maintenance Operations

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

Rule: Prevent any solids, liquids or any light weight material from being carried into the City storm drain system.

1. Application:

- a) This SOP should provide sufficient direction for many of the general operations, e.g., cleaning and trash collection, repairs, etc.

2. Maintenance Procedure:

a) Cleaning

- Inspect storm drain inlets and detention/retention basins for sediment build up or garbage

b) Removal

- Remove garbage and debris from inlets and basins. If sediment buildup is severe call a professional removal company.

c) Cleanup:

- Use dry cleanup methods, e.g. square nose shovel and broom.

- Wet methods are allowed if wastewater is prevented from entering the stormwater system, e.g. wet/dry vacuum, disposal to approved open spaces

d) Cleanup Standard:

- When a broom and a square nosed shovel cannot pick any appreciable amount of material.

3. Waste Disposal:

- a) Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.

4. Equipment:

- a) Tools sufficient for proper containment of pollutants and cleanup.
- b) Push broom and square blade shovel should be a minimum.

5. Training:

- a) Annually and at hire
- b) Landscape Service Contractors must have equal or better.

APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

[Insert PLAN Recordkeeping forms following this page]

MAINTENANCE/INSPECTION SCHEDULE

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.

Long Term Stormwater Management Plan PORTER ROCKWELL ESTATES 08/27/2019

MAINTENANCE LOG

Contact the Stormwater Division for an example of a maintenance/inspection log xxx-xxx-xxxx

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

*You may create your own form that provides this same information or request a word copy of this document.

Annual SOP Training Log per Section 2

*You may create your own form that provides this same information or request a word copy of this document.