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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER
1020 E PIONEER RD
DRAPER UT 84020
BY: DSA, DEPUTY - MA 18 P.

When recorded, mail to:

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

Lot #1 28-31-176-078
Lot #2 28-31-176-079
Lot #3 28-31-176-080

Affects Parcel No(s): Pond Lane Subdivision Lots 1, 2, 3
Located in the North West Quarter of Section 31, Township 3 South,
Range 1 East, Salt Lake Base and Meridian

STORMWATER POLLUTION PREVENTION MAINTENANCE AGREEMENT

This Stormwater Pollution Prevention Maintenance Agreement ("Agreement") is made and entered into this 7 day of March, 2019, by and between Draper City, a Utah municipal corporation ("City"), and Spencer Crittenden, a Principle ("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 7 day of March 2019.

PROPERTY OWNER

By: [Signature] Title: OWNER
By: _____ Title: _____

STATE OF UTAH)
:ss.)
COUNTY OF Salt Lake)

The above instrument was acknowledged before me by Sender Crittenden, this 7 day of March, 2019.

[Signature]
Notary Public
Residing in: DRAPER, Utah
My commission expires: 04/01/2021

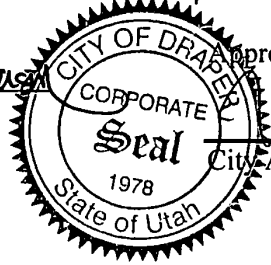


DRAPER CITY

By: [Signature] Date: 2/25/2020

PUBLIC WORKS DIRECTOR

Attest: [Signature]
City Recorder

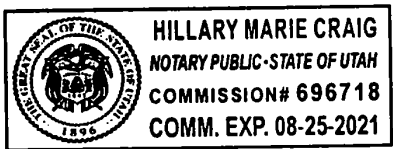


Approved as to Form:
[Signature]
City Attorney

STATE OF UTAH)
:ss.)
COUNTY OF _____)

The above instrument was acknowledged before me by Scott Woley, this 25 day of February, 2020.

[Signature]
Notary Public
Residing in: SALT LAKE COUNTY
My commission expires: 01/25/2021



Attachments:

Exhibit A: Plat and Legal Description

Exhibit B: Stormwater Maintenance and Preservation Plan

EXHIBIT A

POND LANE SUBDIVISION **12890 S 300 E** **Draper, Utah 84020**

A parcel of land located in the NW corner of Section 31,, Township 3 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point South along Section Line 1726.63 feet and West 40.00 feet from the North Quarter Corner of Section 31, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence along a fence line and along a fence line extended North, 87°52'25" West 395.42 feet: thence North 6°11'0"West 1.89 feet,: thence North 21°00'00" West 117.75 feet: thence North44°38'00" East 138.78 feet: thence South 89°59'51" East 340.05 feet to the point of beginning.

Containing 87,816 sq. ft. or 2.0166 acres.

Recorded Oct. 16, 2017, Book #2017P, page 274.
Recorder #12632517

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 Storm Water 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 storm water system and generate loose litter must be prohibited, unless SOPs are written to manage those activities or operations, and amended into this LTSWMP.

The {INSERT water body} is impaired and has a TMDL. The LTSWMP is aimed at addressing these impairments in addition to all other pollutants that can be generated by this property. *{MS4 – you should add any additional standard direction you need to provide your development that is specific to your municipality otherwise if a TMDL does not apply you may remove this paragraph}*

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SECTION 1: SITE DESCRIPTION, USE AND IMPACT
SECTION 2: TRAINING
SECTION 3: RECORDKEEPING
SECTION 4: APPENDICES

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

Section 1

Pond Lane Subdivision is a 3 lot subdivision. Located at 12890 S 300 E in the city of Draper, Utah. There are 2 drainage areas, totaling 87,882 SF. These areas when complete will have both hard surfaces (asphalt and concrete), and grass or other types of vegetation.

A storm drain infrastructure including a detention pond of 1676 CF will be installed. This detention pond will also have a 4' X 4' grated storm box with an orifice to prevent flooding into Brown's Pond. The grate installed on top of the box is to keep the trash out of Brown's Pond and to keep the inside of the box free from trash so it can perform correctly. There will also be a waterway installed in the detention pond. This infrastructure can be seen in the drawings plans of page 3, under grading and drainage.

Impervious surfaces of asphalt and concrete will help keep water on areas of landscape.

This subdivision is for residential homes. It is expected that there will be no commercial operations done on these home sites.

Possible pollutants could be as follows: oil dripping from vehicles on concrete or asphalt.

Waste management is to be performed by individual property owners. Weekly trash pick up to be paid to Draper City or other waste management operator.

Utility infrastructure has been designed by a certified engineer, thus providing an approved system.

Snow and ice is to be removed by individual homeowners and if possible be shoveled onto landscaping areas. (See SOP)

Outside storage facilities are not foreseen on this development.

Yard sales, fund raisers etc, will be managed by individual home owners. If it is thought that such an event is sufficiently large enough, then portable out houses

SECTION 2: TRAINING

The storm water system is simple. If training is needed it will be provided by the home owner of lot #1. If Lot #1 is sold, then training is to be done by the seller to the new buyer of Lot #1.

SECTION 3: RECORDKEEPING

Maintain records of operation and maintenance activities in accordance with SOP's. Mail a copy of the records to Draper City annually by July 31 every year. To be recorded and reported by owner of Lot # 1.

SECTION 4: APPENDICES

Instructions:

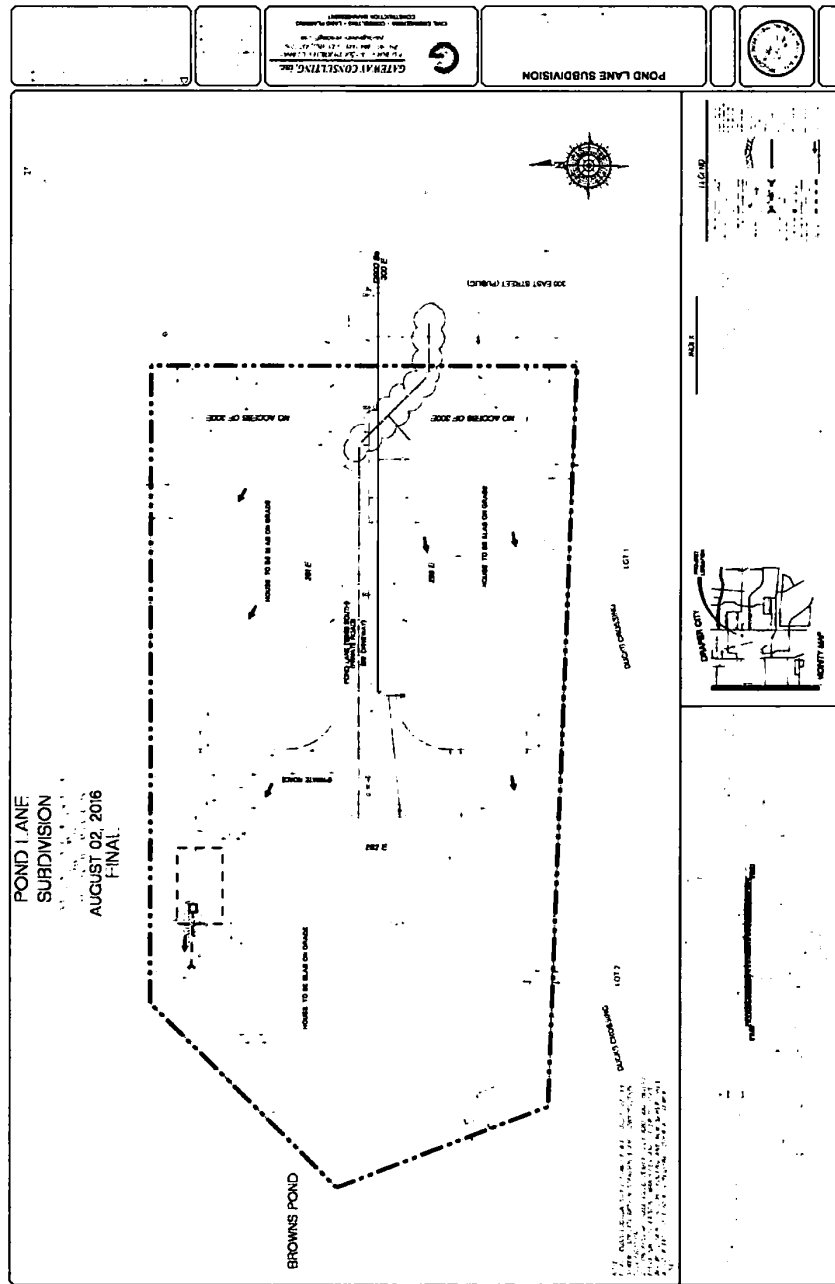
- Include all drawings, details, SOPs and other supporting information referenced in Sections 1.
- Ensure the LTSWMP is updated with any as-built plans, details and SOP changes prior to releasing the project, and NOI.

Appendix A- Site Drawings and Details

Appendix B- SOPs

Appendix C- Recordkeeping Documents

APPENDIX A – SITE DRAWINGS AND DETAILS



APPENDIX B – Pond Lane Subdivision Standard Operating Procedures Feb. 25, 2019

Purpose: To give site manager/ home owners, and maintenance contractors/personnel pertinent instruction to maintain this property (Pond Lane Subdivision) in an environmentally responsible manner.

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

Maintenance items and frequencies:

1. On an annual basis storm detention pond will be inspected to check integrity of all piping and concrete boxes and outlet. All trash to be cleaned from pond area.
2. On an annual basis berms on west of project that come in contact with Brown's Pond to be inspected to make sure there are no low spots, holes or damaged areas to continue to provide protection of any pollutant entering into Brown's Pond.
3. On an annual basis the concrete detention box will be cleaned out by home owners or a contractor approved and paid for by home owners.
4. If there is a pollutant that is visibly seen or noted on site such as oil, home owners will immediately clean and dispose of waste in a lawful manner.
5. If detention pond has excessive grass or other vegetation, it is to be reduced. A mower, weed eater or other devices will be used in reducing vegetation.
6. Snow and ice removal to be done by home owners in a manner that drainage areas are not blocked. If possible, snow from driveways is to be shoveled onto landscape areas.
7. Yard sales, fund raisers, etc., will be managed by individual home owners. If it is thought that such an event is sufficiently large enough, then portable out houses and trash cans will be provided by the home owner that is doing said event.
8. Maintenance/inspections to be recorded on attached forms.

Documentation:

1. All inspections that are done annually will be documented and kept by home owner of Lot #1

2. Documentation is to include any findings that are a concern of system failure, and what cleaning was done and by whom.
3. Also to be documented is the effectiveness of the current storm drain system and detention pond appurtenances pertaining to the system. Also if current structural devices are performing or are in need of replacement.

Training:

1. No training is required for maintenance and performance of inspections.

APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

Annually:

1. Clean out concrete box in detention pond.
2. All other items on UPDES Storm Water Evaluation Form (Attached

MAINTENANCE/INSPECTION SCHEDULE

Frequency	Site Infrastructure.
	Replace text with the infrastructure / system that must be maintained; repeat

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...

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

SOP	Trainer	Employee Name / Maintenance Contractor Co	Date

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