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**RASHELLE HOBBS**  
RECORDER, SALT LAKE COUNTY, UTAH  
SANDY CITY  
10000 CENTENNIAL PARKWAY  
SANDY UT 84070  
BY: KRA, DEPUTY - MA 9 P.

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

Project Name: Mountain America Center

Address: 9800 SOUTH MONROE STREET Parcel ID# 27-12-402-0410000

#### **Post-Construction Storm Water Maintenance Agreement**

**WHEREAS**, the Property Owner Mountain America Credit Union (MACU) recognizes that the Storm Water Facilities (hereinafter referred to as "Facilities") must be maintained for the development called Sandy Office, located at 9800 South Monroe Street, 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 (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 25<sup>th</sup> day of March, 2021

**PROPERTY OWNER**

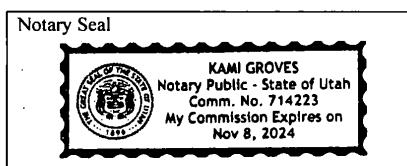
BY: Chris (x)

Title: SVP Property Services

STATE OF Utah )  
COUNTY OF Salt Lake )  
 )ss  
 )

On this 25 day of March 2021, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Chris Tapia, the SUP of Property Services, 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.



Jami Meers  
(Signature of Notary)

(Signature of Notary)

My Commission Expires: 11-8-2024

Approved as to form:

BY:

to form

Date:

3/26/2021

**Attachments:**

BY: John - Public Utilities

Attachments: Exhibit A (Parcel/ Plat and Legal Description)

**Exhibit B (Standard Operation and Maintenance Inspection Report)**

**Exhibit C (Post-Construction Storm Water Maintenance Plan and Inspection Schedule)**

**EXHIBIT A – Parcel/ Plat and Legal Description**

Sandy Hale Center Office Park – Lot 1

Beginning at a point on the Westerly Right-of-Way Line of 240 West Street, said point being North 89°40'00" East 92.57 feet to a Salt Lake County survey monument in State Street and South 00°08'34" East 440.78 feet along the monument line in State Street and West 1,888.93 feet from the East Quarter Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 65°15'05" West 59.19 feet;  
thence South 81°27'06" West 40.30 feet;

thence South 65°15'05" West 176.25 feet;

thence South 232.02 feet;

thence West 124.00 feet;

thence South 108.00 feet;

thence West 155.81 feet;

thence Northwesterly 744.61 feet along the arc of a 34,252.50 foot radius curve to the right (center bears North 86°52'12" East and the chord bears North 02°30'26" West 744.59 feet with a central angle of 01°14'44");

thence North 03°03'00" East 325.28 feet;

thence Southeasterly 456.36 feet along the arc of a 381.50 foot radius curve to the left (center bears North 81°28'03" East and the chord bears South 42°48'06" East 429.63 feet with a central angle of 68°32'18");

thence Southeasterly 271.92 feet along the arc of a 284.50 foot radius curve to the right (center bears South 12°55'45" West and the chord bears South 49°41'21" East 261.69 feet with a central angle of 54°45'47");

thence South 22°18'28" East 150.90 feet to the point of beginning.

Contains 306,205 Square Feet or 7.029 Acres



EXHIBIT B – Standard Operation and Maintenance Inspection Report

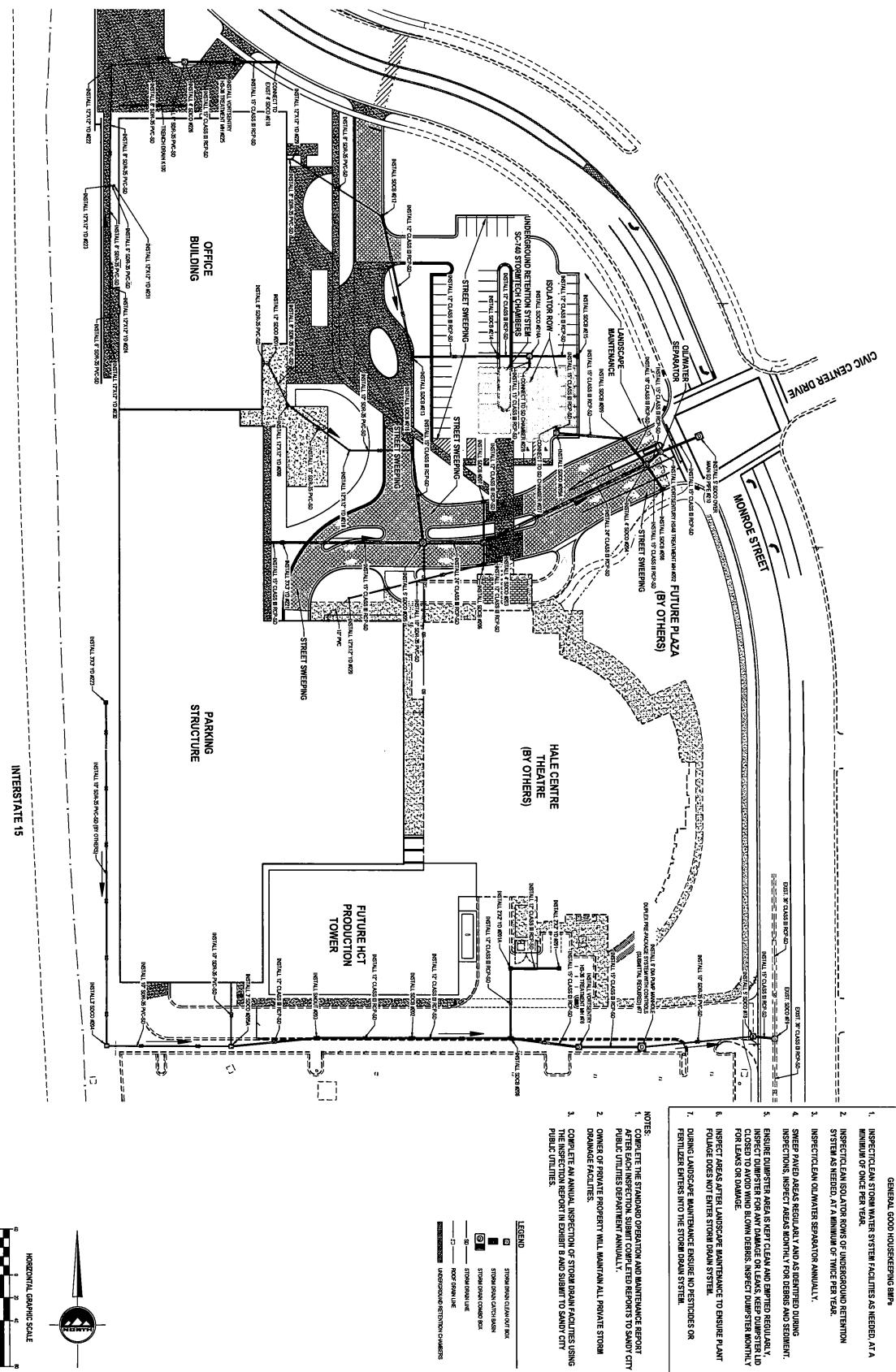
**Facility Operation and Maintenance Inspection Report for Storm Drain Facilities**

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	
<b>Detention/Retention Facilities</b>					
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				
<b>Storm Drain System</b>					
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				
<b>Parking Lot and Roads Maintenance</b>					
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

**EXHIBIT C – Post-Construction Storm Water Maintenance Plan and Inspection Schedule (see attached)**



<b>SANDY OFFICE</b>		<b>E-DESIGN</b>	
9800 S. MONROE STREET		55 W. 1000 S., Suite 500 Sandy, UT 84070 Phone: (801) 256-0529 Fax: (801) 256-4449 www.edesigns.com info@edesigns.com	
STORMWATER MAINTENANCE PLAN		PROJECT #0225 DATE 03/21 DRAFT BY JFORD REVIEWER JFORD	
EX-100		BK 111151 PG 6410	