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RASHELLE HOBBS
RECODER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER
1020 E PIONEER RD
DRAPER UT 84020
BY: ADA, DEPUTY - MA 24 P.

When recorded, mail to:

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

Affects Parcel No(s): 283335|019

STORMWATER POLLUTION PREVENTION MAINTENANCE AGREEMENT

This Stormwater Pollution Prevention Maintenance Agreement ("Agreement") is made and entered into this 26th day of August, 2021, by and between Draper City, a Utah municipal corporation ("City"), and The Bluffdale Trust Dated 9/27/18, Ben Dilts & Liana Dilts trustees a ("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.

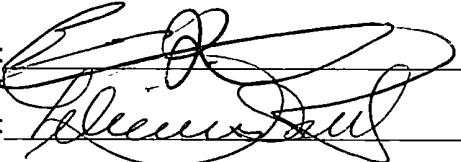
Section 14

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

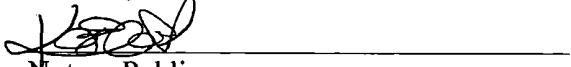
SO AGREED this 26th day of August 2021.

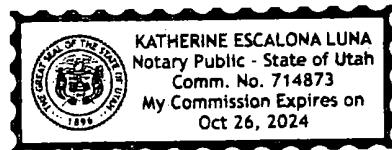
PROPERTY OWNER

By:  Title: Trustee
By:  Title: Trustee

STATE OF UTAH)
:ss.
COUNTY OF Utah)

The above instrument was acknowledged before me by Ben Ditts (Signature), this 26 day of August, 2021.

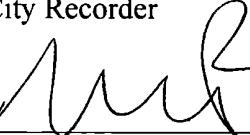

Notary Public
Residing in: Lehi
My commission expires: Oct 26 2024

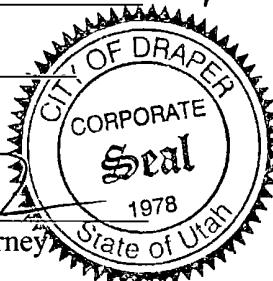


DRAPER CITY

By:  Date: 9/23/21
Public Works Director

Attest: 
City Recorder

Approve to form: 
City Attorney



Signature Witnessing

State of Utah)

§

County of Salt Lake)

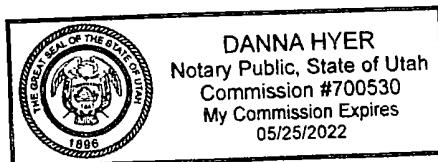
On this 23 day of September, in the year 2021, before me, Danna Hyer,
date month year name of notary public

personally appeared Scott Cooky, proved to me through satisfactory evidence
name of document signer

of identification, which was Known to Me to be the person whose name is signed on
form of identification

the preceding or attached document in my presence.

D. Hyer
(notary signature)



(seal)

Attachments:

Exhibit A: Plat and Legal Description

Exhibit B: Stormwater Maintenance and Preservation Plan

Exhibit A

Triple Crown Subdivision

Beginning at a point on the east right-of-way line for 1300 East Street, said point being North 00°07'18" East 841.69 feet along the section line and North 89°46'03" East 42.15 feet from the Southwest Corner Section 33, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence

thence North 00°29'32" East 209.19 feet along said east right-of-way line;

thence South 88°20'42" East 385.43 feet to a point on the Westerly line of Draper Irrigation Canal;

thence South 32°33'08" West 233.70 feet along said Westerly line of Draper irrigation Canal;

thence South 89°46'03" West 261.33 feet to the point of beginning.

Contains 65,977 Square Feet or 1.515 Acres and 3 Lots

Exhibit B

Long Term Stormwater Management Plan

13271 South 1300 East
Draper, UT

PURPOSE AND RESPONSIBILITY

As required by the Clean Water Act and resultant local regulations, including Jordan Valley Municipalities (MS4) permit, those who develop land are required to build and maintain systems that will prevent contaminated water from reaching 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.

Since the stormwater for the proposed subdivision is designed to retain the anticipated storm water on site for the 100-year storm event, there is little to no risk of impairment of water bodies.

CONTENTS

SECTION 1: DESCRIPTION OF SITE SYSTEMS, OPERATIONS AND POLLUTION CONTROLS

SECTION 2: TRAINING

SECTION 3: RECORDKEEPING

SECTION 4: APPENDICES

SECTION 1: DESCRIPTION OF SITE SYSTEMS, AND OPERATIONS AND THEIR CONTRIBUTION OR PREVENTION OF POLLUTANTS

The following operations and site systems are exposed and the associated pollutants can enter the storm drain system or blow off the site. The following site design and SOPs together will prevent these pollutants from leaving this site. All other site operations are performed inside only where the waste material is disposed in accordance to the regulated receiving facilities.

Road Maintenance

The private roadway on this site drain to the storm drain inlets located along the curb and gutter. The curb and gutter is efficient at collecting water and unfortunately, other debris as well, such as dirt and leaves. This necessitates sweeping programs to remove these pollutants before they can enter into the stormwater system. Since the roadway is private, it is the responsibility of the owners and management to schedule all maintenance and sweeping programs on the roadway. The SOP for Road Maintenance is included in Appendix B.

Landscape Maintenance

The proposed lots withing this development are anticipated to have grass, shrubbery, and trees located in the landscape areas which will require regular maintenance. All areas will require regular maintenance. This involves mowing, sweeping, pruning, and the use of fertilizers, and pesticides. The resulting debris and waste from these maintenance activities will be carried into the stormwater system if not picked up during regular maintenance. In addition to the maintenance described above, the lot owners will also be responsible for the Landscape Maintenance of the storm water retention basins located on the western side of the property. The SOP for Landscape Maintenance is included in Appendix B.

Storm Water Storage and Conveyance Systems

This sites stormwater system consists of curb and gutter and underground piping and retention ponds. There are two storm drain inlets located at the end of the cul-de-sac. These are designed to collect storm runoff from hardscape, rooftops, and landscape areas to prevent flooding of any structural building on site. These inlet boxes must be protected and care should be taken to prevent dumping of any kind. These inlets are for storm drain runoff only and should not be used as a dumping area under any circumstances. It is important that the Storm Water Conveyance System is maintained properly to ensure the desired performance. The owners are responsible for the maintenance of the storm water conveyance system on site and must ensure all inlet boxes are cleared of all debris and obstructions that may prevent storm water flow. For the storm water system to operate properly, all parts of the system must be clear to operate freely. Therefore, the entire storm water system will require regular routine maintenance to be effective. The Storm Water Storage and Conveyance Systems SOP is included in Appendix B.

SECTION 2: TRAINING

Ensure that all owners and maintenance companies know and understand the SOPs so that the operations necessary on this property will effectively protect all water that could enter into the City's storm drain system. This training record is kept 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. All information showing compliance with this Plan is also kept in Appendix C.

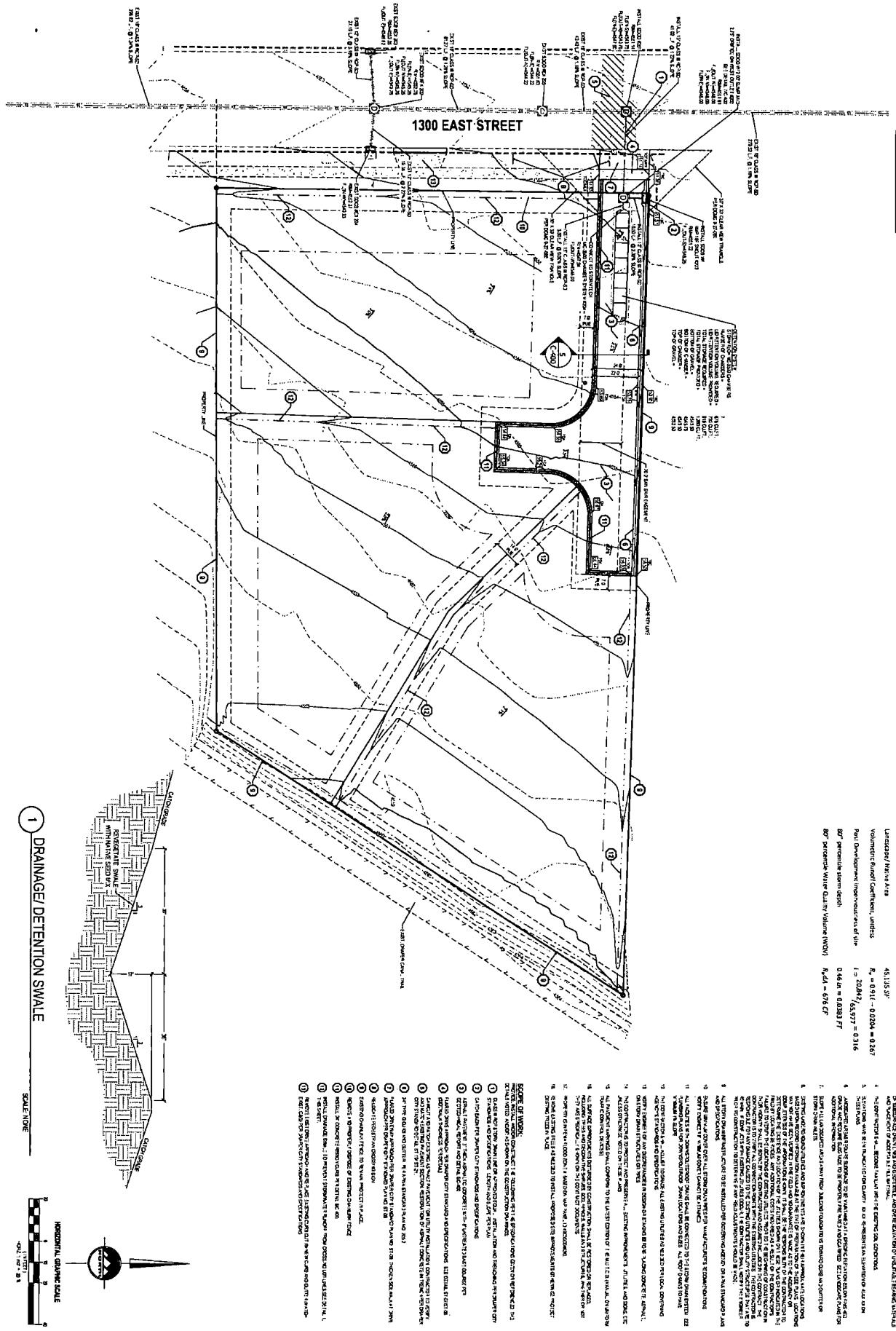
SECTION 4: APPENDICES

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

APPENDIX A – SITE DRAWINGS AND DETAILS



-POOR COPY-
CO. RECORDER



TRIPLE CROWN SUBDIVISION

**SITE, GRADING,
DRAINAGE & LANDSCAPING**

C-100



APPENDIX B – SOPs

ROAD MAINTENANCE (SOP)

General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any Changes of routine operations must be amended in this SOP.

1. Preparation
 - a. Inform property owners of proper road maintenance to reinforce proper housekeeping.
2. Process
 - a. Ensure that roadway is clean and clear of debris and sediments.
 - b. Hand sweep sections of gutters in parking areas if soil and debris accumulate.
 - c. Pick-up litter as required to keep parking areas clean and orderly.
3. Clean-up
 - a. Dispose of debris and other materials removed from drive aisles and parking areas properly. Proper disposal of debris and other materials includes placing said materials in the designated trash collection facilities on site. Materials such as oil, batteries, and other hazardous waste must be disposed of at a hazardous waste facility. (Many local auto parts stores will dispose of used oil and vehicle batteries.)
 - b. Do not store waste in locations where storm water could transport fines or liquids into the storm drain system.
4. Documentation
 - a. Document completed cleanup activities in “SMP Inspection Report”.
5. Frequency
 - a. Roadways should be swept once every six months and more frequently if inspections deem it necessary. Fall months will require street sweeping a minimum of once a month to prevent plant foliage from entering the storm drain system.
6. Inspections
 - a. Inspections should occur once a month. Fall months will require a weekly inspection to ensure no plant foliage is in danger of entering or blocking the storm drain system.
 - b. Inspections should identify any debris, trash or sediment on roadways and parking areas.
 - c. Use inspections to ensure all SOPs are being followed.
 - d. Use inspection results to alter maintenance frequency if necessary.

LANDSCAPE MAINTENANCE (SOP)

General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any Changes of routine operations must be amended in this SOP.

1. Preparation

- a. Calibrate fertilizer and pesticide application equipment to avoid excessive application.
- b. Use pesticides only if there is an actual pest problem.
- c. Time and apply the application of fertilizers, herbicides or pesticides to coincide with the manufacturer's recommendation for best results ("Read the Label").
- d. Know the weather conditions. Do not use pesticides if rain is expected within a 24-hour period. Apply pesticides only when wind speeds are low (less than 5 mph).

2. Process

- a. Keep clippings away from storm drain system.
- b. Follow the manufacturer's recommendations for mixing, application and disposal of fertilizer and pesticides. ("Read the Label").
- c. Do not mix or prepare pesticides for application near storm drains, preferably mix inside a protected area with impervious secondary containment so that spills or leaks will not contact soils.
- d. Employ techniques to minimize off-target application (e.g. spray drift, over broadcasting.) of pesticides and fertilizers.

3. Clean-up

- a. Sweep or blow small clippings into landscape areas, or collect and properly dispose of in designated dumpsters provided on site.
- b. Dispose of large clippings in approved locations or containers per waste management sop.
- c. Sweep or blow pavements or sidewalks where fertilizers or other solid chemicals have fallen, back onto grassy areas before applying irrigation water. Ensure that all fertilizers or other solid chemicals are completely cleaned off pavements or sidewalks following every application.
- d. Triple rinse pesticide and herbicide containers, and use rinse water as product. Dispose of unused pesticide as hazardous waste. Do not rinse onto pavements or hardscape areas which may cause a downstream impact.
- e. Always follow all federal and state regulations governing use, storage and disposal of fertilizers, herbicides or pesticides and their containers. ("Read the Label")

4. Documentation

- a. Document completed cleanup activities in "SMP Inspection Report".

5. Frequency

- a. Landscape maintenance should occur weekly during spring and summer months or whenever inspections deem it necessary.
- b. During fall months leaves and foliage should be collected when inspections deem it necessary.

6. Inspections

- a. Inspections should occur after each maintenance event.
- b. Inspections should identify any leaves, clippings, or trimmings left in runoff areas.
- c. Inspections should identify any possible fertilizers, pesticides or chemicals that may enter storm water system.
- d. Use inspections to ensure all SOPs are being followed.
- e. Use inspection results to alter maintenance frequency if necessary.

STORM WATER STORAGE AND CONVEYANCE SYSTEMS (SOP)

General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any Changes of routine operations must be amended in this SOP.

1. Preparation

- a. Inform property owners that retention areas are not to be altered or obstructed in any way.
- b. Clean sediment and trash off inlet grates.
- c. Do visual inspection on outside of grate.
- d. Check for broken parts of the system that may need to be replaced.
- e. Do visual inspection inside cleanout boxes. (DO NOT ENTER ANY MANHOLE OR CLEANOUT BOX)

2. Process

- a. Remove any large loose debris and sorbent materials with hand tools.
- b. Clean system (pipes and boxes) using a high powered vacuum truck to suck out standing water and sediment.
- c. Use a high pressure washer to break up any remaining material in the catch basins and cleanout boxes, while capturing resulting slurry with vacuum.
- d. Once catch basins and clean out boxes are clean, clean any sediment that may remain within the pipes.

3. Clean-up

- a. When vacuum truck is full of sediment take it to designated locations to dump all sediment out of the truck into a drying bed.
- b. Wash down area before leaving the designated dump location.

4. Documentation

- a. Document completed cleanup activities in "SMP Inspection Report".

- b. Record the amount of waste collected and number of catch basins cleaned and the area they were cleaned in. Keep any notes or comments of any problems encountered.
- 5. Frequency
 - a. Use inspection results and clean storm drain system when necessary.
- 6. Inspections
 - a. Inspections should occur twice a year or after a large storm event for the storm drain system.
 - b. Inspections should identify any flow obstructions, or damage to the system.
 - c. Inspections should identify any sediment buildup in pipes and clean out boxes. If more than 2" of sediment and debris is present in pipes or boxes then maintenance is needed.
 - d. Use inspections to ensure all SOPs are being followed.
 - e. Use inspection results to determine maintenance frequency.

APPENDIX C – SMP RECORDKEEPING DOCUMENTS

MAINTENANCE SCHEDULE

| Inspection Frequency | Operation/Program |
|----------------------|--------------------------------|
| Q | Road maintenance |
| WS | Landscape Maintenance |
| S | Storm water Conveyance systems |
| B | Stormtech MC-3500 |

Key: B=Bi-annually, WS=Weekly Seasonal, M=Monthly, Q=Quarterly, S=following appreciable storm/spill event, X=add frequency unique to your property infrastructure

RECORD INSEPCtIONS IN THE MAINTENANCE LOG

Inspection Means: Either, Traditional walk through, Awareness/Observation and during regular maintenance operations while noting efficiencies/inefficiencies/concerns found, etc.

Stormwater Maintenance Plan (SMP) Triple Crown Subdivision

MAINTENANCE LOG

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

Stormwater Maintenance Plan (SMP) Triple Crown Subdivision

Annual SOP Training

**UPDES STORM WATER EVALUATION FORM
FOR
LONG-TERM STORMWATER MANAGEMENT COMPLIANCE**

| | | | | | |
|--|--------------------------------------|-------------------------------------|-------------------------------------|------------------------------|--|
| Site Name: | Inspection Date | LTSWMP # | | | |
| Site Address: | | | | | |
| Facility Contact Information | | | | | |
| | NAMES | PHONE #'S | E-MAIL | | |
| CONTACT: | | | | | |
| CONTACT: | | | | | |
| BUSINESS TYPE: | <input type="checkbox"/> INSTITUTION | <input type="checkbox"/> COMMERCIAL | <input type="checkbox"/> INDUSTRIAL | <input type="checkbox"/> HOA | |
| Items Inspected | Checked | Maintenance | Inspector | Observations and Remarks | |
| | Yes | No | Req'd | Not Req'd | |
| 1. Are the site plans current | | | | | {ie. have changes been made to the LTSWMP etc} |
| 2. Is the Operator aware of the LTSWMP | | | | | {ie. is there an active LTSWMP available for Operator use, etc} |
| 3. Is documentation complete | | | | | {ie. documents demonstrating maintenance and general compliance with LTSWMP, etc} |
| 4. Dumping Evidence | | | | | {ie. piles, stains, smells near waterways and inlets, etc} |
| 5. Spill Evidence | | | | | {ie. stains, history of spill kit use, etc} |
| 6. General Site Exposure | | | | | {ie. existing stock piles, uncovered unmaintained equipment, etc} |
| 7. Other Pollution Sources | | | | | |
| 8. General Maintenance Status | | | | | {ie. water quality device/system, orifice per LTSWMP, etc} |
| Inlets | | | | | {ie. measure sediment/debris, maintenance records etc} |
| Conveyance Systems | | | | | {ie. measure sediment/debris, maintenance records etc} |
| Manholes | | | | | {ie. measure sediment/debris, maintenance records etc} |
| Structural Devices | | | | | {ie. measure sediment/debris, maintenance records etc} |
| Stormwater Storage | | | | | {ie. measured volume, % of durable cover(vegetation/xeriscape, maintenance records etc)} |
| Parking/Pavements | | | | | {ie. measure sediment/debris, maintenance records etc} |
| Waste Collection | | | | | {ie. full, empty, overflowing, lids open or closed, maintenance records etc} |
| Landscaping | | | | | {ie. evidence, grass clippings, fertilizer, maintenance records etc} |
| 9. Other Site SOP Items | | | | | {ie. evidence of application of SOPs, maintenance records etc} |
| Notes: | | | | | |
| Inspector: | Site Contact: | | | | |
| Signature | Title | | Signature | Date | |