

S.NF.

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

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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: SANDY CITY RECORDER'S OFFICE
10000 CENTENNIAL PKWYSANDY, UT 84070



Project Name: SANDY VILLAGE SHOPPING CENTER

Address: 9471 SOUTH 700 EAST (LOT 1), 9521 SOUTH 700 EAST (LOT 2), 9491 SOUTH 700 EAST (LOT 3),
824 EAST 9400 SOUTH (LOT 5), 820 EAST 9400 SOUTH (LOT 7) AND 830 EAST 9400 SOUTH (LOT 8)
SANDY, UT 84094

Parcel ID#: 28-08-101-063, 28-08-101-070, 28-08-101-065, 28-08-101-064, 28-08-101-067 and 28-08-101-069

Post-Construction Storm Water Maintenance Agreement

WHEREAS, the Property Owner FPA SANDY MALL ASSOCIATES, LLC and FPA SANDY PADS, LLC recognizes that the Storm Water Facilities (hereinafter referred to as "Facilities") must be maintained for the development called SANDY VILLAGE SHOPPING CENTER, located at 9471 SOUTH 700 EAST (LOT 1), 9521 SOUTH 700 EAST (LOT 2), 9491 SOUTH 700 EAST (LOT 3), 824 EAST 9400 SOUTH (LOT 5), 820 EAST 9400 SOUTH (LOT 7) AND 830 EAST 9400 SOUTH (LOT 8) SANDY, UT 84094, 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

[Reserved]

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 Maintenance Inspection Report 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. Except in the event of emergency, the City shall provide 48-hours 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 Post-Construction Storm Water Maintenance Plan and Inspection Schedule attached as Exhibit C, 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, nor enter any buildings upon the Property without being accompanied by representatives of the Property Owner being present or otherwise consenting to the same in writing. 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. City and/or any Third Party Contractors shall provide proof of insurance naming Property Owner as additional insured prior to commencing any work on Property.

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 B 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

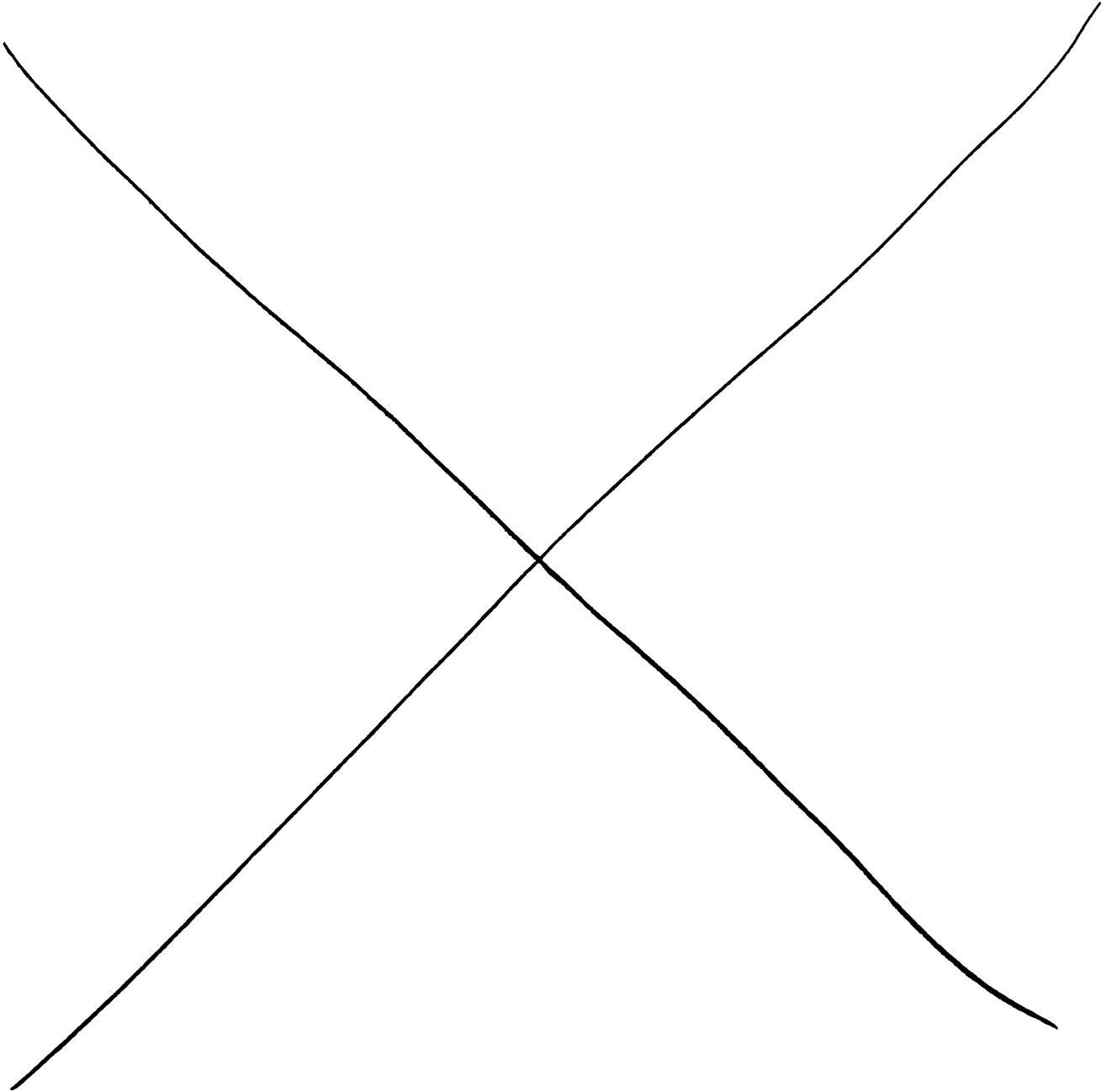
This Maintenance Agreement shall be recorded among the deed records of the Clerk of the Salt Lake County Recorder's Office and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrator, executors, heirs, assigns and any other successors in interest.

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 _____ day of _____, 20_____

PROPERTY OWNER

FPA SANDY MALL ASSOCIATES, LLC, a Delaware limited liability company

By: GF Sandy Mall, LLC, Manager

By: [Signature]
Michael B. Earl, Manager

FPA SANDY PADS, LLC, a Delaware limited liability company

By: FPA SANDY MALL ASSOCIATES, LLC, its sole member

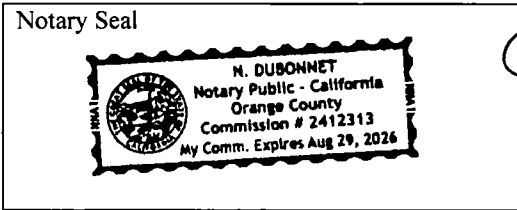
By: GF Sandy Mall, LLC, Manager

By: [Signature]
Michael B. Earl, Manager

STATE OF CALIFORNIA
COUNTY OF ORANGE)
)ss
)

On this 16 day of June, 2023, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Michael B. Earl, the V.P. of FPA Sandy Mall Associates, 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: _____

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

Date: 8/7/23

- 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

LOT 1:

Lot 1, SANDY MALL SUBDIVISION, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder, recorded May 23, 2016, as Entry No. 12284382 in Book 2016P at Page 113.

LOT 2:

Lot 2, SANDY MALL SUBDIVISION, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder, recorded May 23, 2016, as Entry No. 12284382 in Book 2016P at Page 113.

LOT 3:

Lot 3, SANDY MALL SUBDIVISION, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder, recorded May 23, 2016, as Entry No. 12284382 in Book 2016P at Page 113.

LOT 5:

Lot 5, SANDY MALL SUBDIVISION, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder, recorded May 23, 2016, as Entry No. 12284382 in Book 2016P at Page 113.

LOT 7:

Lot 7, SANDY MALL SUBDIVISION, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder, recorded May 23, 2016, as Entry No. 12284382 in Book 2016P at Page 113.

LOT 8:

Lot 8, SANDY MALL SUBDIVISION, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder, recorded May 23, 2016, as Entry No. 12284382 in Book 2016P at Page 113.

EXHIBIT B – Post-Construction Maintenance Inspection Report

This report will be used initially by a Sandy City Inspector for Final Bond release and education how to keep the Property maintained for Storm Water Quality. This report will also be used, by owner, to inspect the Property and provide documentation of all maintenance performed every two years to sandycitystormwater@sandy.utah.gov. If you have any questions 801-568-7280.

Site Contact:				Property Name:			
Date:				Address:			
Frequency of Inspection		<input type="checkbox"/> Biennial (Every two years)					
Item Inspected		Checked		Maintenance Required?		Observations and Remarks	
		Yes	NA	Yes	NA		
Detention/Retention Facilities							
1	Landscaping maintenance						
2	Remove sedimentation/debris						
3	Ensure in good condition side slopes (channeling / sloughing)						
4	Ensure in good condition rip-rap protection						
5	Ensure in good condition control structure						
6	Cleaning of outfall						
7	Maintenance of inlets and outlets						
Storm Drain System							
1	Remove sediment from catch basins						
2	Cleaning storm drainpipes						
3	Maintenance of drainage swales						
4	Remove sediment from manholes/sumps						
5	Ensure in good condition oil/water separator						
6	Ensure in good condition 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 and pesticide use						
6	Removal of grass after lawn mowing						
Education							
1	Storm Water is not treated	Only Rain Down The Drain		Nothing should go down the drain but rain!			
2	Power Washing	Great Cleaning Option		Must capture water (divert or shopvac)			
3	Biodegradable products	Less hazardous		Won't degrade before impacting wildlife and water quality			

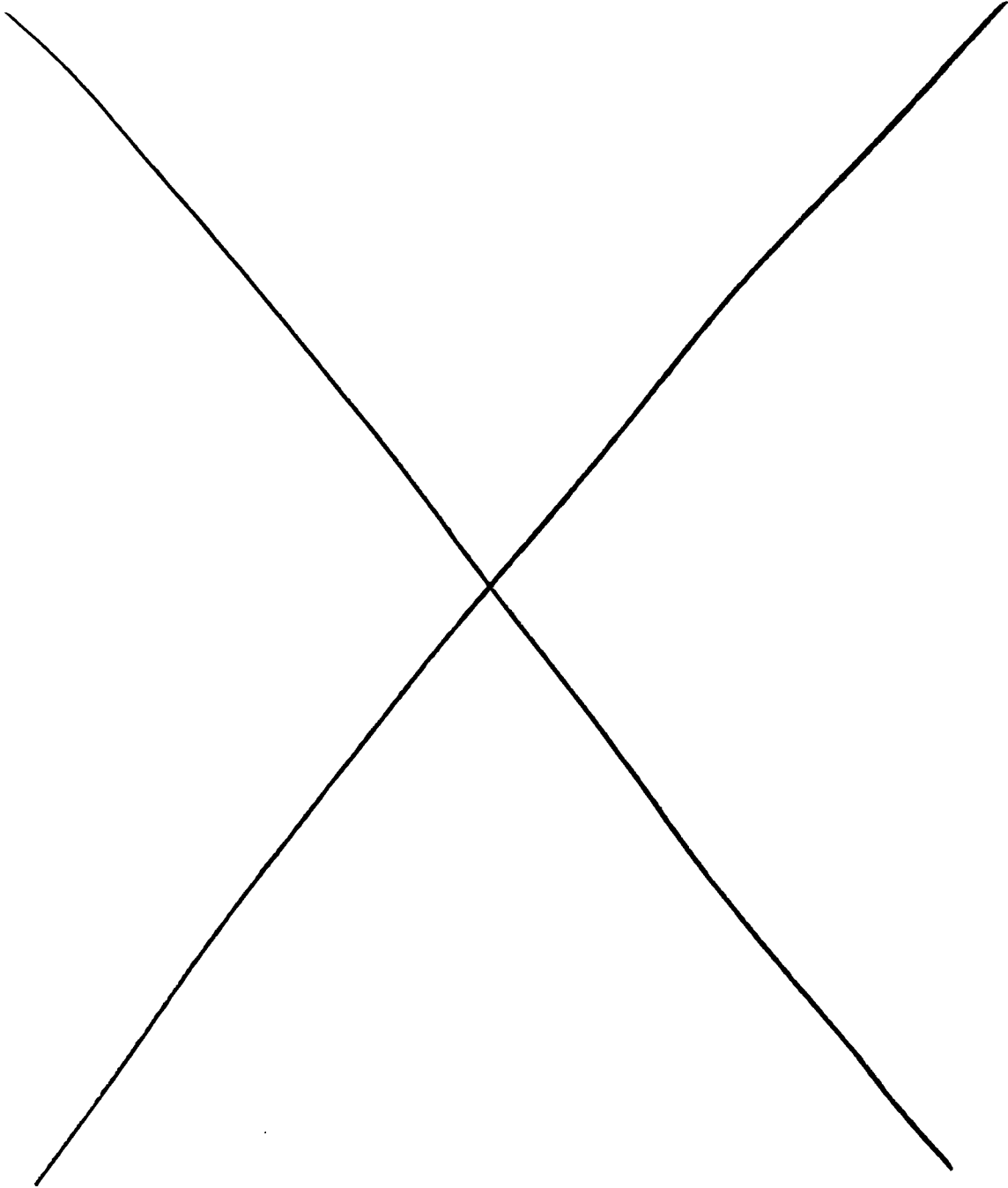
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage 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: _____
Site Contact

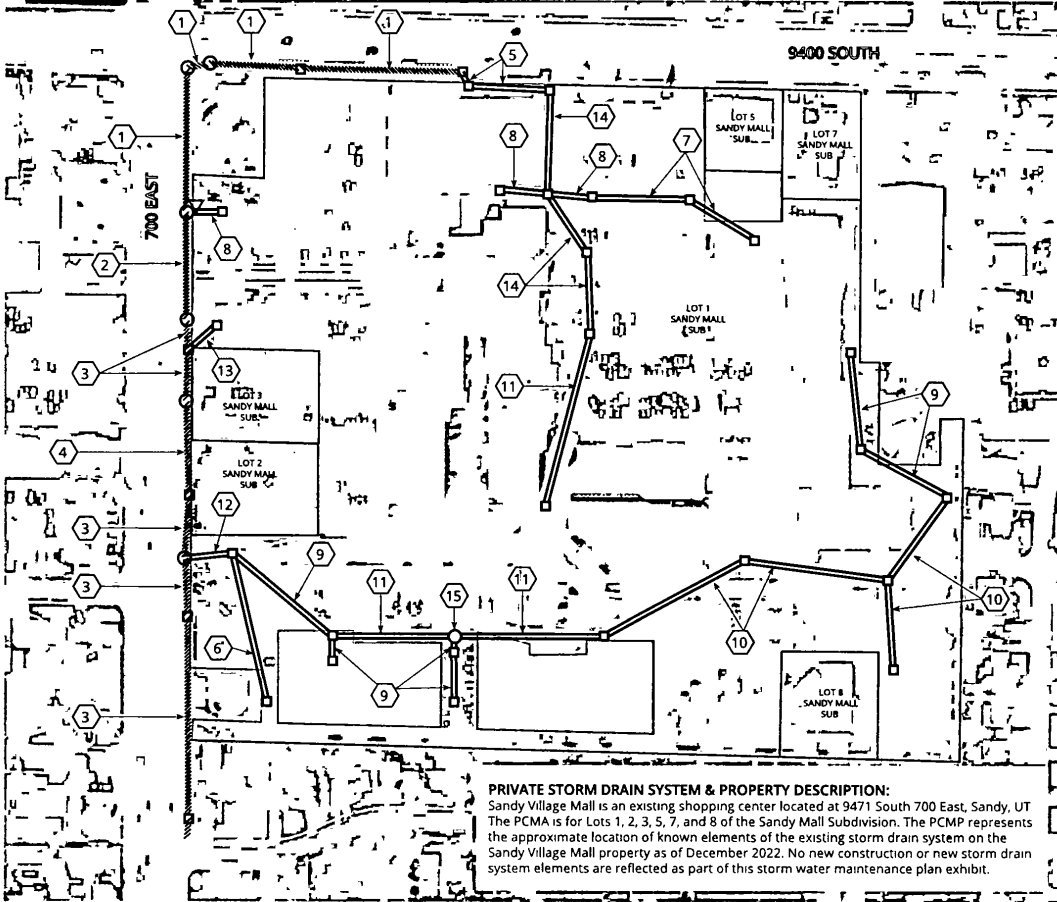
Date: _____

City Use Only	
1	Contact Name
2	Phone Number
3	Email Address
4	Mailing Address

EXHIBIT C – Post-Construction Storm Water Maintenance Plan and Inspection Schedule



**POST-CONSTRUCTION STORM WATER MAINTENANCE PLAN (PCMP)
SANDY VILLAGE SHOPPING CENTER: 9471 SOUTH 700 EAST**



PRIVATE STORM DRAIN SYSTEM & PROPERTY DESCRIPTION:
Sandy Village Mall is an existing shopping center located at 9471 South 700 East, Sandy, UT. The PCMA is for Lots 1, 2, 3, 5, 7, and 8 of the Sandy Mall Subdivision. The PCMP represents the approximate location of known elements of the existing storm drain system on the Sandy Village Mall property as of December 2022. No new construction or new storm drain system elements are reflected as part of this storm water maintenance plan exhibit.

LEGEND

—	EXISTING PUBLIC STORM DRAIN PIPE
□	EXISTING PUBLIC STORM DRAIN INLET
○	EXISTING PUBLIC MANHOLE
▽	EXISTING PUBLIC COMBO BOX
—	EXISTING PRIVATE STORM DRAIN PIPE
□	EXISTING PRIVATE STORM DRAIN INLET
○	EXISTING PRIVATE MANHOLE

REFERENCE NOTES

(1)	EXISTING 24" RCP PUBLIC STORM DRAIN PIPE
(2)	EXISTING 32" ADS PUBLIC STORM DRAIN PIPE
(3)	EXISTING 42" ADS PUBLIC STORM DRAIN PIPE
(4)	EXISTING 42" RCP PUBLIC STORM DRAIN PIPE
<small>*Public Storm Drain System reflects City GIS storm drain map data as of December 2022 (https://sandy.utah.gov/253/Standard-Operating-Procedures-SOPs)</small>	
(5)	EXISTING 8" RCP PRIVATE STORM DRAIN PIPE
(6)	EXISTING 10" ADS PRIVATE STORM DRAIN PIPE
(7)	EXISTING 10" PVC PRIVATE STORM DRAIN PIPE
(8)	EXISTING 10" RCP PRIVATE STORM DRAIN PIPE
(9)	EXISTING 12" ADS PRIVATE STORM DRAIN PIPE
(10)	EXISTING 12" PVC PRIVATE STORM DRAIN PIPE
(11)	EXISTING 12" RCP PRIVATE STORM DRAIN PIPE
(12)	EXISTING 15" ADS PRIVATE STORM DRAIN PIPE
(13)	EXISTING 15" RCP PRIVATE STORM DRAIN PIPE
(14)	EXISTING 24" RCP PRIVATE STORM DRAIN PIPE
(15)	EXISTING PRIVATE MANHOLE

BMPs

FACILITY ACTIVITY	BMPs
GENERAL GOOD HOUSEKEEPING	1. INSPECT/CLEAN STORM WATER SYSTEM FACILITIES AS NEEDED
	2. SWEEP PAVED AREAS MONTHLY
	3. REMOVE TRASH AND GARBAGE
SALT STORAGE	4. DURING WINTER MONTHS, SALT IS STOCKPILED OUTSIDE. A BERM AND COVER WILL BE INSTALLED
SOLID WASTE STORAGE	5. CHECK DUMPSTERS AS NEEDED FOR LEAKS AND ENSURE THE LIDS ARE CLOSED
	6. DEBRIS IS HAULED TO THE LANDFILL

STANDARD OPERATING PROCEDURES

OWNER OF PRIVATE PROPERTY WILL MAINTAIN ALL PRIVATE STORM DRAINAGE FACILITIES.
REFER TO SANDY CITY WEBSITE (https://www.sandy.utah.gov/253/Standard-Operating-Procedures-SOPs) FOR STANDARD OPERATING PROCEDURES ON THE FOLLOWING:
1. STORM DRAIN PIPE MAINTENANCE
2. STORM DRAIN STRUCTURE MAINTENANCE
3. COMPLETE AN ANNUAL INSPECTION OF STORM DRAIN FACILITIES USING THE INSPECTION REPORT IN EXHIBIT B AND SUBMIT TO SANDY CITY PUBLIC UTILITIES