

14174293 B: 11456 P: 249 Total Pages: 28
11/13/2023 02:38 PM By: EMebarovic Fees: \$0.00
Rashelle Hobbs Recorder, Salt Lake County, Utah
Return To: SANDY CITY
10000 CENTENNIAL PARKWAY SANDY, UT 84070

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

Project Name: Raising Cane's Restaurant

Address: <u>10986 State Street, Sandy, UT 84070</u>	Parcel ID# <u>27-13-476-052</u>
<u>10970 S State Street, Sandy, UT 84070</u>	<u>27-13-476-050</u>
<u>10985 S State Street, Sandy, UT 84070</u>	<u>27-13-476-044</u>
<u>10905 S Auto Mall Drive, Sandy, UT 84070</u>	<u>27-13-476-042</u>

Post-Construction Storm Water Maintenance Agreement and Stormwater Drainage Easement

WHEREAS, MILLER FAMILY REAL ESTATE, LLC, a Utah limited liability company ("Miller") is the owner of the property identified as Parcel ID #27-13-476-052 and Parcel ID #27-13-476-050 and as described on the attached Exhibit A-1 ("Miller Property"), and

WHEREAS, LHM LCJ, LLC, a Utah limited liability company ("LHM") (Miller and LHM shall be collectively referred to as "Property Owners") is the owner of the property identified as Parcel ID #27-13-476-044 and Parcel ID #27-13-476-042 and as described on the attached Exhibit A-2 ("LHM Property") (Miller Property and LHM Property shall be collectively referred to as the "Property"), and

WHEREAS, Property Owners acknowledge that storm water facilities are currently located on their respective Property as identified on Exhibit A-3 ("Facilities"), and

WHEREAS, The City of Sandy (hereinafter referred to as "City") and the Property Owners agree that the Facilities shall be maintained on the Property as further described in this Agreement, and

WHEREAS, Property Owners agree to grant a stormwater drainage easement on portions of the Property for the Facilities which easement area is more accurately depicted on Exhibit D ("Easement Area"), and

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

Miller agrees that the Facilities located on the Miller Property have been constructed and Miller shall be responsible for the Facilities located on the Miller Property. LHM agrees that the Facilities located on the LHM Property have been constructed and LHM shall be responsible for the Facilities located on the LHM Property.

Section 2

The Property Owners, their administrators, executors, successors, heirs or assigns shall, at their own expense, maintain the Facilities located on their portion of the Property in good working conditions reasonably acceptable to the City and in accordance with the Post-Construction Maintenance Inspection Report attached as Exhibit B and Post-Construction Storm Water Maintenance Plan and Inspection Schedule attached as Exhibit C hereto (collectively hereinafter referred to as "Maintenance Schedule").

Section 3

The Property Owners, their administrators, executors, successors, heirs or assigns hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facilities whenever the City deems necessary. The City shall provide reasonable notice to the Property Owners prior to entry.

Section 4

In the event Property Owners, their administrator, executors, successors, heirs or assigns fail to maintain the Facilities in accordance with the Maintenance Schedule, the City, with prior reasonable notice to the applicable Property Owner, may enter the Property and take whatever steps it deems necessary to return the Facilities to a good working condition pursuant to the Maintenance Schedule. 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, Miller or LHM, as applicable, shall reimburse the City for any work performed on the portion of the Property they own 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 may secure a lien against that parcel 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 Property Owners's failure to maintain the Facilities.

Section 6

Property Owners will make accommodation for the removal and disposal of all the accumulated sediments located on their respective portion of the Property. Temporary storage will be provided onsite in a reserved area. The sediment will need to be disposed within two weeks after being removed from the storm drain system.

Section 7

Property Owners shall use the Post-Construction Maintenance Inspection Report attached to this Maintenance Agreement as Exhibit B and by this reference made a part hereof for the purpose of a biennial inspection of the Facilities.

Section 8

Miller, its administrator, executors, successors, heirs and assigns hereby indemnify and agree to 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 related to any construction, presence, existence or maintenance of the Facilities by the City on the Miller Property pursuant to Section 5 of this Agreement, except for any damages, accidents, casualties, occurrences or claims caused by the gross negligence or willful misconduct of the City. LHM, its administrator, executors, successors, heirs and assigns hereby indemnify and agree to 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 related to any construction, presence, existence or maintenance of the Facilities by the City on the LHM Property pursuant to Section 5 of this Agreement, except for any damages, accidents, casualties, occurrences or claims caused by the gross negligence or willful misconduct of the City.

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 Property Owners, their 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 affect any other provisions and all other provisions shall remain in full force and effect.

Section 12

Miller grants and conveys to LHM, for the benefit of and as an appurtenance to the LHM Property, and the City, a non-exclusive perpetual stormwater drainage and access easement over, under and across the Easement Area located on the Miller Property, for the repair, operation, maintenance, and replacement of underground drainage pipes, including any related equipment and facilities as depicted on Exhibit D attached hereto.

LHM grants and conveys to Miller, for the benefit of and as an appurtenance to the Miller Property, and the City, a non-exclusive perpetual stormwater drainage and access easement over, under and across the Easement Area located on the LHM Property for the repair, operation, maintenance, and replacement of underground drainage pipes, including any related equipment and facilities Area as depicted on Exhibit D attached hereto.

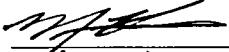
LHM shall have the right to relocate any Facilities located on the LHM Property from time to time and modify the Easement Area on the LHM Property; provided, however, that (i) LHM shall give the City at least sixty (60) days' prior written notice of any such relocation, (ii) any such relocation shall be done at LHM's sole cost and expense, and (iii) the location of the relocated Facilities shall be first approved by City in writing (which approval shall not be unreasonably withheld, conditioned, or delayed). In the event LHM elects to relocate the Easement Area, LHM, Miller, and the City shall enter into an amendment to this Agreement as necessary to reflect the relocation of the Facilities and the Easement Area and the modification of any necessary terms.

Miller shall have the right to relocate any Facilities located on the Miller Property from time to time and modify the Easement Area on the Miller Property; provided, however, that (i) Miller shall give the City at least sixty (60) days' prior written notice of any such relocation, (ii) any such relocation shall be done at Miller's sole cost and expense, and (iii) the location of the relocated Facilities shall be first approved by City in writing (which approval shall not be unreasonably withheld, conditioned, or delayed). In the event Miller elects to relocate the Easement Area, Miller, LHM, and the City shall enter into an amendment to this Agreement as necessary to reflect the relocation of the Facilities and the Easement Area and the modification of any necessary terms.

[SIGNATURES ON NEXT PAGE]

So AGREED this 27th day of November October, 2023

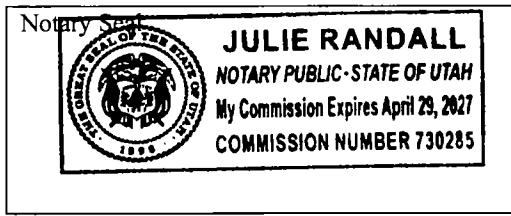
MILLER FAMILY REAL ESTATE, LLC,
a Utah limited liability company

By: 
Name: Michael Kunkel
Title: Treasurer

STATE OF UTAH)
)
COUNTY OF SALT LAKE)
)ss

On this 27 day of October 2023, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Michael Kunkel, the Treasurer of MILLER FAMILY REAL ESTATE, LLC, a Utah limited liability company, 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.



Julie Randall
(Signature of Notary)
My Commission Expires: April 29, 2027

Approved as to form:

By: Julie Randall
Public Utilities

Date:

11/2/23

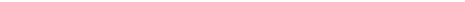
LHM LCJ, LLC

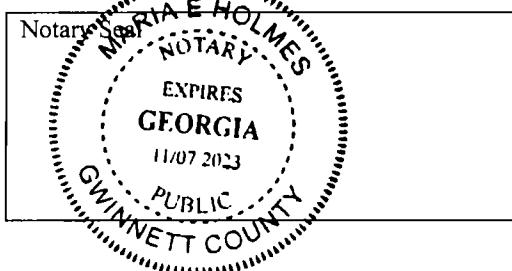
By:

Title: VP Corporate Development & Real Estate

STATE OF Georgia)
COUNTY OF Gwinnett)

On this 25 day of October 2023, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Sid Barron, the VP Corp Dev + Real Estate of Asbury Automotive, 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 of Notary)

My Commission Expires: 11/1/2023

Approved as to form:

By:

Public Utilities

Date:

Jean Baker 4/2/23

THE CITY OF SANDY

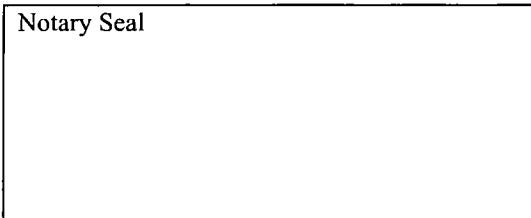
By:

Title:

STATE OF _____)
COUNTY OF _____)ss
)

On this ___ day of _____ 20___, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, the _____ of _____, 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 of Notary)

My Commission Expires: _____

Approved as to form:

By:

Public Utilities

Date:

Attachments: Exhibit A-1 (Miller Property)
 Exhibit A-2 (LHM Property)
 Exhibit A-3 (Facilities)
 Exhibit B (Post-Construction Maintenance Inspection Report)
 Exhibit C (Post-Construction Storm Water Maintenance Plan and Inspection Schedule)
 Exhibit D (Storm Water Facilities Easement)

EXHIBIT A-1 – Miller Property

Miller Family Real Estate, LLC (Parcel 27-13-476-052) – Legal Description

Legal Description:

BEGINNING AT A POINT WHICH IS N89°55'40"W 262.97 FEET ALONG THE SECTION LINE AND NORTH 323.38 FEET FROM THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE EAST 350.29 FEET TO THE WEST LINE OF STATE STREET; THENCE ALONG SAID WEST LINE S00°03'19"E 270.33 FEET TO THE NORTH LINE OF 11000 SOUTH STREET; THENCE ALONG SAID NORTH LINE N89°55'40"W 350.55 FEET; THENCE NORTH 269.88 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°55'40"W A DISTANCE OF 152.151 FEET ALONG THE SOUTH LINE OF SAID SECTION; THENCE N12°33'05"E. A DISTANCE OF 54.795 FEET TO THE POINT OF BEGINNING. SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF 11000 SOUTH STREET; THENCE N89°55'40"W 67.60 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE N12°33'05"E 168.58 FEET; THENCE N35°42'20"E. 203.68 FEET; THENCE N25°57'56"E, 318.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE STREET; THENCE S00°03'19"E. 150.45 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE S25°57'56"W, 188.61 FEET; THENCE S35°42'20"W, 195.79 FEET; THENCE S12°33'05"W, 140.45 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING:

A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING US-89 (STATE STREET) KNOWN AS PROJECT NO. F-0089(375)364, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE SW1/4 SW1/4 OF SECTION 18, T.3S., R.1E., S.L.B.&M. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED IN THAT CERTAIN WARRANTY DEED WHICH RECORDED DECEMBER 17, 2018 AS ENTRY NO. 12904648 IN BOOK 10739 AT PAGE 2364 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN THE STATE OF UTAH.

MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID ENTIRE TRACT IN THE WESTERLY RIGHT-OF-WAY LINE OF THE EXISTING US-89 (STATE STREET) WHICH CORNER IS 53.36 FEET N00°02'24"E ALONG THE SECTION LINE AND 87.65 FEET S89°57'36"E, FROM THE SOUTHWEST CORNER OF SAID SECTION 18. SAID CORNER IS ALSO APPROXIMATELY 48.96 FEET RADIALLY DISTANT WESTERLY FROM THE US-89 (STATE STREET) CONTROL LINE OPPOSITE APPROXIMATE ENGINEER STATION 42+76.81; AND RUNNING THENCE N89°52'47"W, 43.96 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 92.92 FEET RADIALLY DISTANT WESTERLY FROM SAID CONTROL LINE OPPOSITE APPROXIMATE ENGINEER STATION 42+76.34; THENCE N53°24'49"E, 40.70 FEET TO THE BEGINNING OF A 6539.50-FOOT RADIUS CURVE TO THE LEFT (NOTE: CENTER BEARS N89°29'04"W) SAID CURVE

BEING PARALLEL WITH AND 60.50 FEET RADIALLY DISTANT WESTERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 43+01.24; THENCE NORTHERLY 59.90 FEET ALONG THE ARC OF SAID CURVE THROUGH A DELTA OF 00°31'29" (NOTE: CHORD TO SAID CURVE BEARS N00°15'12"E FOR A DISTANCE OF 59.90) TO A LINE PARALLEL WITH AND 60.50 FEET PERPENDICULARLY DISTANT WESTERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 43+61.70; THENCE N00°00'33"W 143.30 FEET ALONG SAID PARALLEL LINE TO A POINT OPPOSITE ENGINEER STATION 45+05.00; THENCE N40°22'25"W 13.12 FEET TO A LINE PARALLEL WITH AND 69.00 FEET PERPENDICULARLY DISTANT WESTERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 45+15.00; THENCE N00°00'33"W 60.00 FEET ALONG SAID PARALLEL LINE TO A POINT OPPOSITE ENGINEER STATION 45+75.00; THENCE

N40°21'20"E 13.12 FEET TO A LINE PARALLEL WITH AND 60.50 FEET PERPENDICULARLY DISTANT WESTERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 45+85.00; THENCE N0°00'33"W 68.00 FEET ALONG SAID PARALLEL LINE TO A POINT OPPOSITE ENGINEER STATION 46+53.00; THENCE N06°55'06"E 91.20 FEET TO A POINT IN SAID WESTERLY RIGHT-OF-WAY LINE WHICH POINT IS 49.50 FEET PERPENDICULARLY DISTANT WESTERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 47+43.53; THENCE S00°00'33"E 466.09 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 5.634 SQUARE FEET OR 0.129 ACRE IN AREA, MORE OR LESS.

(NOTE: ROTATE ALL BEARINGS IN THE ABOVE DESCRIPTION 00°11'53" CLOCKWISE TO OBTAIN HIGHWAY BEARINGS.)

Miller Family Real Estate, LLC (Parcel 27-13-476-050) – Legal Description

BEG N 89°55'40" W 262.97 FT & N 323.38 FT FR SE COR SEC 13, T 3S, R 1W, SLM; N 0°00'33" E 139.81 FT; E 109.07 FT; N 45°02'27" E 56.17 FT; E 121 FT; N 26°00'23" E 6.64 FT; S 89°55'32" E 33.25 FT; N 27°35'22" E 95.05 FT; S 0°01'07" W 75 FT; S 6°55'06" W 91.20 FT; S 0°00'33" E 68 FT; S 40°21'20" W 13.12 FT; S 0°00'33" E 27.17 FT; W 330.29 FT TO BEG.LESS CANAL. (INCLUDES PART OF LOT 25, UTAH AUTO MALL PHASE 1).

EXHIBIT A-2 – LHM Property

LHM LCJ, LLC (parcel 21-13-476-044)– Legal Description

BEG N 89[°]55'40" W 886.67 FT & N 379.82 FT FR SE COR SEC 13, T 3S, R 1W, SLM; N 79[°]50'01" E 246.65 FT; S 45[°] E 21.85 FT; E 365.47 FT; S 355.19 FT; N 89[°]55'40" W 261.21 FT; S'LY ALG A 353.5 FT RADIUS CURVE TO L 218.47 FT; NW'LY ALG A 36 FT RADIUS CURVE TO R 52.23 FT; N 42[°]12'53" W 29.63 FT; NE'LY ALG A 159.48 FT RADIUS CURVE TO R 89.5 FT; N 10[°]09'59" W 290.07 FT TO BEG. 5.035 AC. (INCLUDES ALL OF LOT 20 & A PORTION OF LOTS 19, 21, & 24, UTAH AUTO MALL PHASE 1). 8534-2035 08534-2029

LHM LCJ, LLC (parcel 21-13-476-042)– Legal Description

BEG N 89[°]55'40" W 886.67 FT & N 379.82 FT FR SE COR SEC 13, T 3S, R 1W, SLM; N 10[°]09'59" W 336.81 FT; E'LY ALG A 260 FT RADIUS CURVE TO R 46.13 FT; N 87.17 FT; E'LY ALG A 9 FT RADIUS CURVE TO R 14.14 FT; E 488.83 FT; S 37.72 FT; S 27[°]09'46" E 145.16 FT; S 278.62 FT; W 242.34 FT; N 45[°] W 21.85 FT; S 79[°]50'01" W 246.65 FT TO BEG. 5.428 AC. (INCLUDES ALL OF LOTS 22, 23, 31, 32, & 33, AND A PORTION OF LOTS 21, 24, 26, & 30, UTAH AUTO MALL PHASE 1). 8534-2032 08534-2029

EXHIBIT A-3 – Facilities

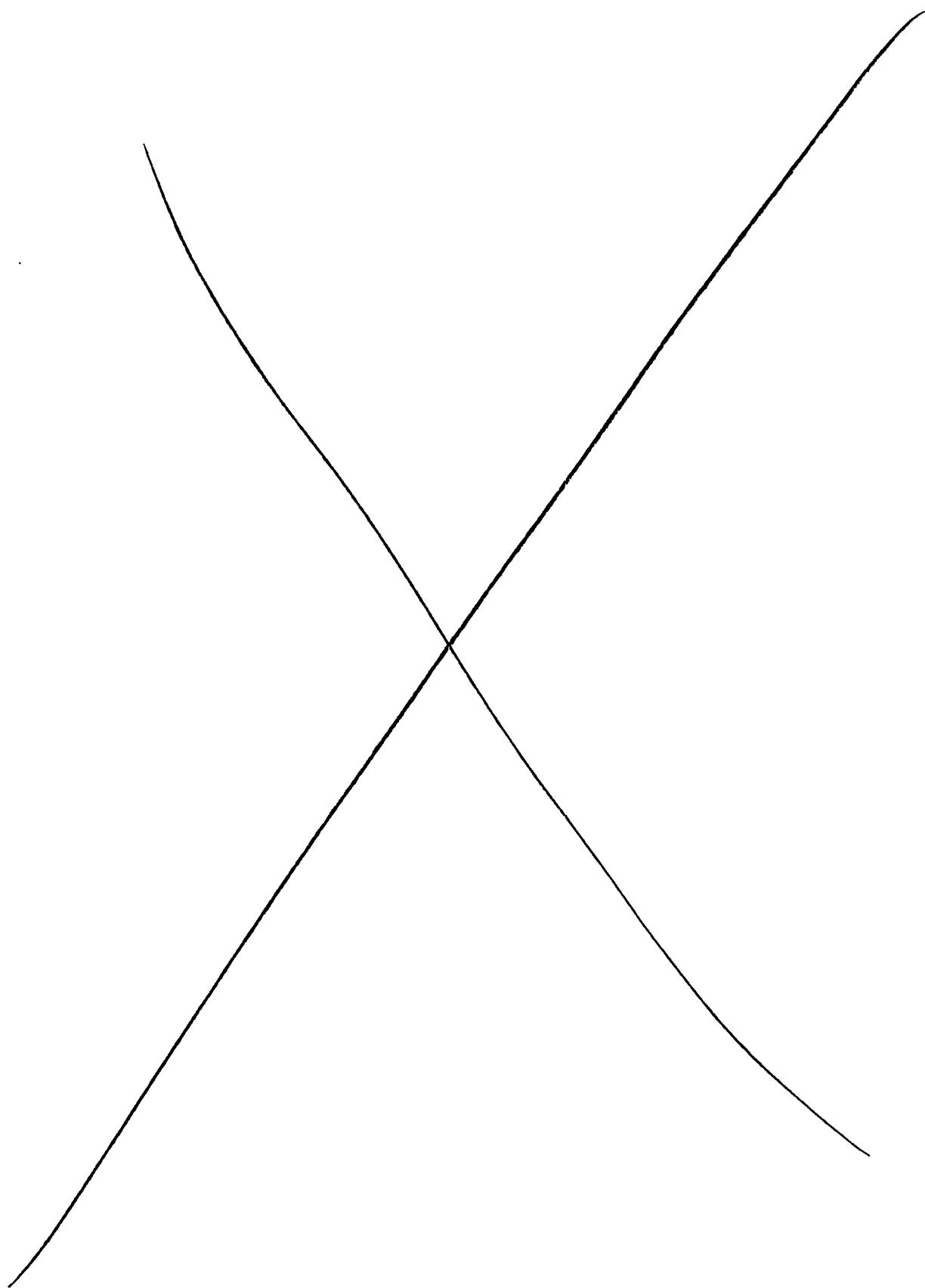


EXHIBIT B – Post-Construction Maintenance Inspection Report

Post-Construction Agreement Checklist

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@gmail.com 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: _____ Date: _____

Site Contact

City Use Only

1	Contact Name	
2	Phone Number	
3	Email Address	
4	Mailing Address	

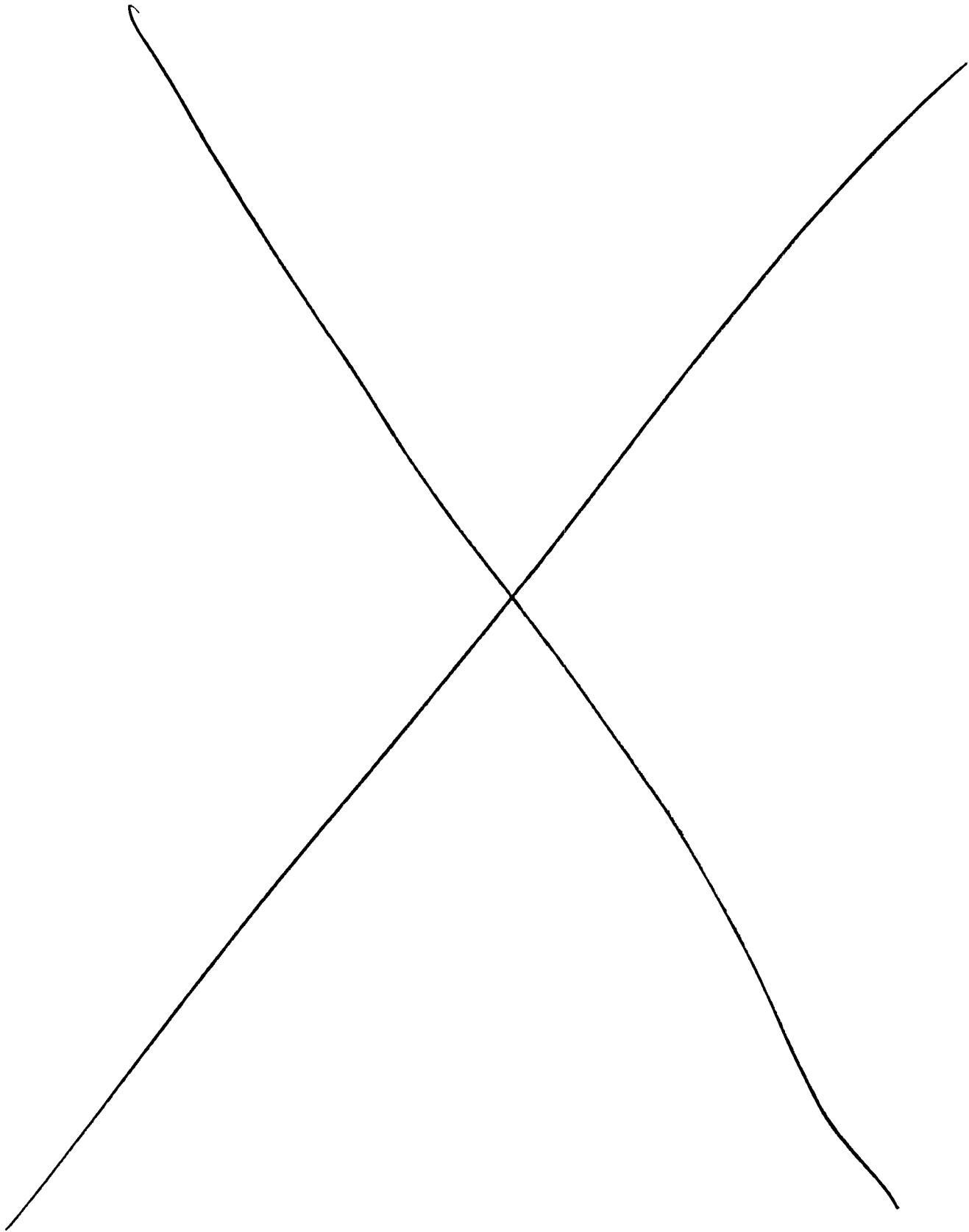


EXHIBIT C – Post-Construction Storm Water Maintenance Plan and Inspection Schedule

PURPOSE AND RESPONSIBILITY

As required by the Clean Water Act and resultant local regulations, including Jordan Valley Municipalities 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.

The LTSWMP is aimed at addressing these impairments in addition to all other pollutants that can be generated by this property.

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 at our site is limited at controlling and containing pollutants and our operations if managed improperly can contaminate the environment. This LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the pollution containment limitations of our site infrastructure and direct our maintenance operations to responsibly manage our grounds.

Instructions:

- The purpose of this section is to help the Operator understand that the property can impact water quality and why it is important to maintain the property according to this LTSWMP.
- Describe site infrastructure, structural controls and any low impact development designs(LIDs) necessary to control and contain pollutants. Identify the limitations of the infrastructure at controlling and containing pollutants. It is important the Operator, staff, service contractors and anyone else involved in onsite operations and activities understand the unique exposures, operations and infrastructure which impact the storm drain systems.
- Describe both business operations and maintenance activities that generate pollutants.
- Briefly identify the need for SOP that are necessary to compensate for the limitations of the site infrastructure and operations. Create SOPs to manage the site functions, and maintenance operations. Include the SOPs in Appendix B.
- Refer to the LTSWMP example provided as a separate download to create the site descriptions required in this Section.
- Generally most sites will have the following infrastructure listed in this Section, however, the designer is expected to add or remove descriptions to accurately represent the unique site infrastructure needing controls.

Parking, Sidewalk and flatwork

Any sediment, leaves, debris, spilt fluids or other waste that collects on the parking lots and sidewalks will be carried by runoff to a detention pond. A storm grate on the pipe outfall will serve as a water quality measure to collect pollutants and prevent this material from polluting the surrounding groundwater.

Maintenance involves regular sweeping, but it can also involve pavement washing to remove stains, slick spots and improve appearance when necessary. Use the Pavement Maintenance and the Pavement Washing SOPs to manage pollutants that collect on our pavements.

Landscaping

Landscape operations can result in grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides and other pollutants to fall or be left on paved areas. This waste material will be collected in the storm grates. To reduce maintenance and cleaning costs, it is vital that paved areas that connect to the storm drain system remain clean of landscape debris. The Landscape Maintenance SOP will be used to prevent this potential pollution source from affecting the surrounding groundwater and Jordan River.

Storm Drain System

The storm drain inlets direct all runoff to a detention pond, with a storm grate at the pipe outfall to act as a water quality measure. The outfall system is designed to capture floating material, sediment particles, but does not trap dissolved pollutants. This device is susceptible to bypass during large storm events, and dissolved pollutants will pass through to the groundwater. Use the Storm Drain Maintenance SOP to manage the storm drain system responsibly.

Waste Management

The 6-yard dumpster and trash receptacles with lids are intended to prevent precipitation exposure minimizing liquids that can leak to pavements and from haul trucks. Lids will also prevent the light weight trash carried off by wind. Good waste management systems, if managed improperly, can become the source of the very pollution that they were intended to control. Use the Waste Management SOP to control and manage the solid waste generated onsite.

Utility System

The roof top utility system is exposed to roof drains which drain to the storm drain system. This heating and air conditioner unit contains oils and other chemicals that can harm the Jordan River if allowed to drain off the property. Liquids and other waste generated by maintenance of this system can be appropriately managed by the Spill Containment and Cleanup SOP.

Snow and Ice Removal Management

Salt is a necessary pollutant and is vital to ensuring a safe parking and pedestrian walkways. However, the snow removal operations if improperly managed will increase the salt impact to the project vegetation and local water resources. Use the Snow and Ice Removal SOP to minimize the salt impact.

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 NAME OF MUNICIPALITY Stormwater Division annually.

SECTION 4: APPENDICES

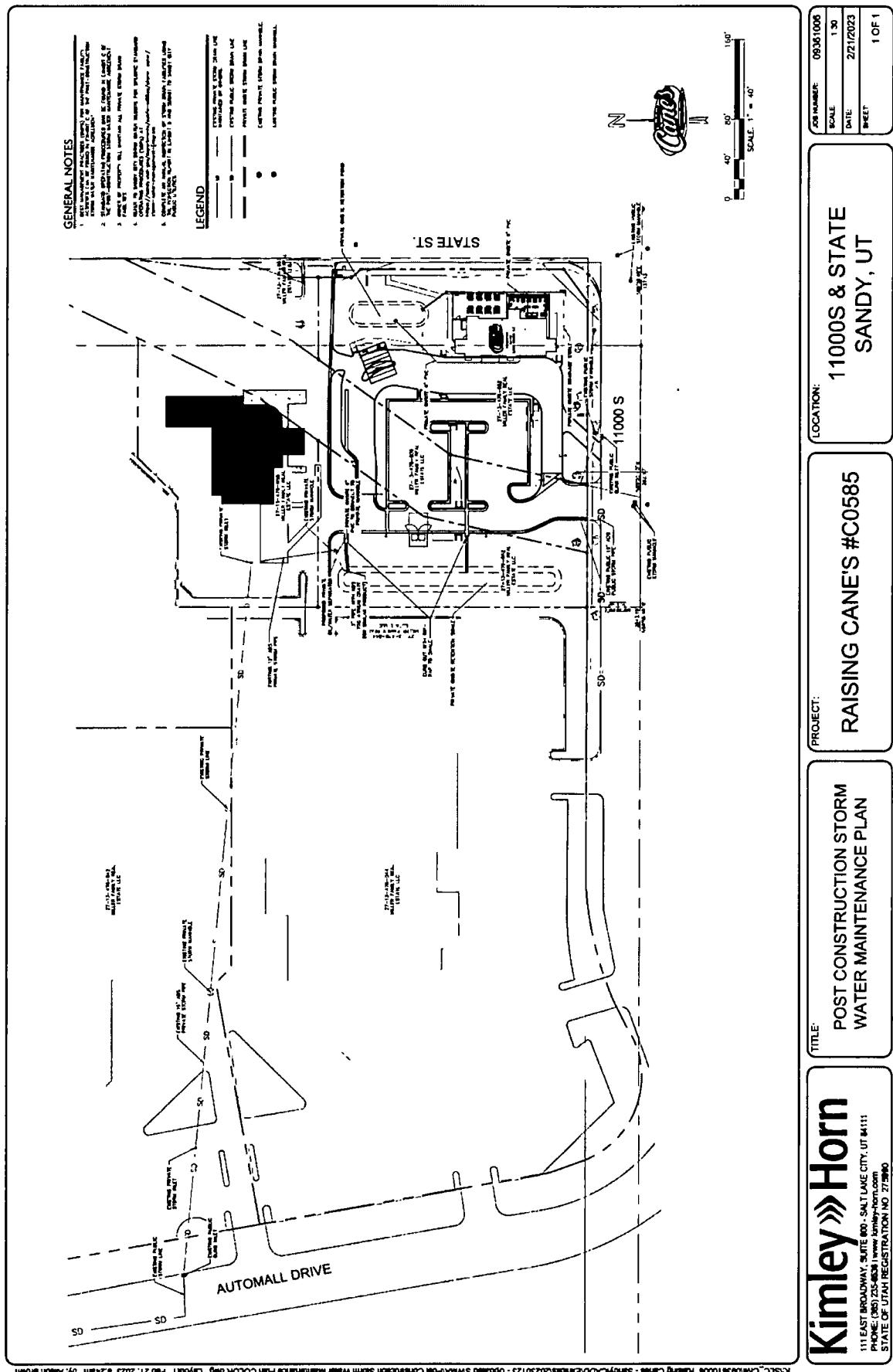
Instructions:

- 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 NOL.

Appendix A- Site Drawings and Details

Appendix B- SOPs

Appendix C- Recordkeeping Documents



Post-Construction Storm Water Maintenance Agreement

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Pavement Maintenance 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. Purpose and Selection:

- a) Reduce stormwater pollution by sweeping and removing pollutants that will be carried to City stormwater systems during stormwater runoff or by non-stormwater runoff.
- b) The sweeper is intended for removing material that collect on pavements by use and the natural degradation of pavements, ie. material that collect, drop from vehicles and the natural erosion and breaking up of pavements.

2. Regular Procedure:

- a) Remain aware of debris and sweep minor debris is needed by hand.
- b) Generally sweeping machinery should be used during autumn when leaf fall is heavy and early spring after winter thaw. Sometimes sweeping machinery will be necessary when accumulations are spread over a large area of the pavement.
- c) Manage outside activities that leave waste or drain pollutants to our pavements. This involves outside functions including but not limited to: Yard sales, yard storage, fund raisers, etc. Do not allow car wash fund raiser or other activities that allow detergents or other pollutants to be wash into storm drain systems.

4. Disposal Procedure:

- a) Service contractor dispose at licensed facilities
- b) Dispose of hand collected material in dumpster

5. Training:

- a) Annually and at hire

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 landscaping operations, e.g., fertilizer and pesticide applications, mowing, weeding, tree trimming, digging, sprinkler repairs, varying landscape cover management, etc.

2. Maintenance Procedure:

- a) Grooming

- Lawn Mowing – Immediately following operation sweep or blow clippings onto vegetated ground.
- Fertilizer Operation – Prevent overspray. Sweep or blow fertilizer onto vegetated ground immediately following operation.
- Pesticide Operations – Prevent overspray, use spot treatment, sweep or blow dry pesticide onto vegetated ground immediately following operation.
- b) Remove or contain all erodible or loose material prior forecast wind and precipitation events, before any non-stormwater will pass through and over the project site and at end of work period. Light weight debris and landscape materials can require immediate attention when wind expected.
- c) Landscape project materials and waste can usually be contained or controlled by operational best management practices.
 - 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 on pavements
 - Haul off spoil as generated or daily
 - Scheduling work when weather forecast are clear.
- d) Cleanup:
 - Use dry cleanup methods, e.g. square nose shovel and broom and it is usually sufficient when no more material can be swept onto the square nosed shovel.
 - Power blowing tools

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 SOPs.

Waste Management 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.

1. Application:

- a) This SOP is intended for all Staff, intended for the proper disposal of common everyday waste.

2. Waste Collection Devices (Exposed units):

- a) The site contains 2 types of waste management containers.
 - 6yd dumpster with lid
 - Receptacles with lids

3. Waste Disposal Restrictions for all waste Scheduled for the Trans-Jordan Landfill:

- a) Generally most waste generated at this property, and waste from spill and clean up operations can be disposed in our dumpsters under the conditions listed in this SOP. Unless other disposal requirements are specifically identified by the product SDS or otherwise specified in other SOPs.

- b) Know the facility disposal requirements and restrictions. It should not be assumed that all waste disposed in collection devices will be disposed at the Salt Lake County Landfill.
- c) Review Salt Lake County Landfill regulations for additional restrictions and understand what waste is prohibited in the Salt Lake County Landfill. Ensure the SDS and Salt Lake County Landfill regulations are not contradictory.

Generally the waste prohibited by the Salt Lake County Landfill is:

➢ Liquid:

- paint
- pesticides/fertilizers
- oil (all types)
- antifreeze
- batteries
- liquid chemicals
- etc.

(Generally, all the above hazardous waste when involved in minor spill cleanup operations can be disposed in covered dumpsters and our waste bays, if the liquid is contained in absorbent material, e.g. sand, dirt, loose absorbent, pads, booms etc., and transformed or dried such that it will not drip. This is not intended for whole sale disposal of out dated or spent liquid hazardous waste. When disposal of out dated or spent liquid is needed or for questions of how to dispose of other waste, contact the Salt Lake County Health Department (SLCo Health Department) for instructions and locations, (385) 468-4100).

4. Waste Disposal Required for Salt Lake County Landfill or other:

- a) Generally for waste not accepted by the Salt Lake County Landfill.
- b) Follow SDS for disposal requirements. Review Salt Lake County Landfill regulations for additional restrictions and understand what waste is prohibited in the Salt Lake County Landfill. Ensure the SDS and Salt Lake County Landfill regulations are not contradictory

General rules are:

- Get approval prior to delivery.
- Transport waste in secure leak proof containers that are clearly labeled.

- c) Lookup and follow disposal procedures for disposal of waste at other EPA approved sites, the Salt Lake County Landfill # is a good resource. (385) 468-6370

5. General Staff Maintenance Practices:

- a) Prevent dumpsters and receptacles from becoming a pollution source by:
 1. Closing lids
 2. Reposition tipped receptacles upright.
 3. Report full or leaking and unsecured dumpsters and receptacles to the company provider or repair it in house. Determine source liquids and prevent it.
 4. Report any eminent pollutant hazard related to dumpsters and receptacles to the owner.

6. Training:

- a) Annually and at hire

Storm Drain Maintenance 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. Procedure:

- a) Inspect for need:
 1. Schedule cleaning for boxes and pipe that contain 2" or more of sediment and debris.
 2. Remove debris by vacuum Salt Lake County Landfill operated machinery.
 3. When accumulations are mostly floating debris this material can be removed with a net.
 4. Inspect standing water for mosquito larvae and contact the Salt Lake City Mosquito Abatement District when necessary.
 5. Inspect and clean pond outfall, per operations and maintenance manual for facility.

2. Disposal Procedure:

- a) Dispose of waste collected by machinery at regulated facilities.
- b) Floating materials and floating absorbent materials may be disposed in dumpster when dried out. Dry dirt and slurry may also be disposed in the dumpster.
- c) Disposal of hazardous waste
 1. Dispose of hazardous waste at regulated disposal facilities. see Waste Management and Spill Control SOP
- d) Disposal of waste collected from sanitary sewer device at regulated facilities.

3. Training:

- a) Annually and at hire

Pavement Washing 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. Procedure:

- a) Prevent waste fluids and any detergents if used from entering storm drain system. The following methods are acceptable for this operation.
 - Dam the inlet using a boom material that seals itself to the pavement and pick up the wastewater with shop-vacuum or absorbent materials.
 - Collect wastewater with shop-vacuum simultaneous with the washing operation.
 - Collect wastewater with vacuum truck or trailer simultaneous with the washing operation.
- b) This procedure must not be used to clean the initial spills. First apply the Spill Containment and cleanup SOP.

2. Disposal Procedure:

- a) Small volumes can usually be drained to the local sanitary sewer. Contact the South Valley Sewer District.
- b) Large volumes must be disposed at regulated facilities.

2. Pavement Cleaning Frequency:

- a) There is no regular pavement washing regimen. Pavement washing is determined by conditions that warrant it, including but not limited to: prevention of slick or other hazardous conditions or restore acceptable appearance of pavements.

3. Training:

- a) Annually and at hire

Snow and Ice Removal Management

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.

1. Application:

- a) Parking and sidewalk winter management operations.

2. De-Icing Procedure:

- a) Do not store or allow salt or equivalent to be stored on outside paved surfaces.
- b) Minimize salt use by varying salt amounts relative to hazard potential.
- c) Sweep excessive piles left by the spreader.
- d) Watch forecast and adjust salt amounts when warm ups are expected the same day.

3. Training:

- a) Annually and at hire.
- b) Require snow and ice service contractors to follow the stronger this SOP and their company SOPs.

General Construction Maintenance

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.

*liquids - including culinary water and irrigation water that are polluted with material that will damage the environment.

1. Application:

- a) This SOP should provide sufficient direction for many of the general operations, e.g., building maintenance, curb/sidewalk/flatwork, overlay/patching, landscape renovations, misc. maintenance/repairs, etc.

2. Construction Procedure:

- a) 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 immediate attention for wind events and many times daily maintenance or as needed for precipitation or non-stormwater events.
- b) Project materials and waste can be contained or controlled by operational or structural best management practices.
 - Operational; including but not limited to:
 - Strategic staging of materials eliminating exposure, such as not staging on pavement
 - Avoiding multiple day staging of backfill and spoil
 - Haul off spoil as generated or daily
 - Schedule work during clear forecast
 - 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,
- Waste control, e.g. construction solid or liquid waste containment, dumpster, receptacles

c) Inspection often to insure the structural best management practices are in good operating condition and at least prior to the workday end. Promptly repair damaged best management practices achieving effective containment.

d) 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 our landscaped areas.

e) 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.
- b) Never discharge waste material to storm drains

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.

Spill Control

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.

1. Rational:

- a) All properties are susceptible to spills whether it is a result of operations or by customers. Insufficient response, inadequate containment materials and improper spill cleanup methods will result in pollutants in our waterways. Once the pollutants reach our storm drain system, or even the detention pond, they are difficult and expensive to remove.

2. Containment Procedure:

- a) Priority is to dam and contain flowing spills.
- b) Use spill kits booms if available or use any material available; including but not limited to, nearby sand, dirt, landscaping materials, etc.
- c) Hazardous or unknown waste material spills
 1. Critical Emergency constitutes large quantities of flowing uncontained liquid that will affect areas with people or reach storm drain systems. Generally burst or tipped tanks. Call HAZMAT, DWQ, Salt Lake County Health Department, City.
 2. Minor Emergency constitutes a spill that has reached a storm drain but is no longer flowing. Call Salt Lake County Health Department, City
 3. Spills that are contained on the surface and do not meet the criteria for Critical and minor emergencies may be managed by the responsible implementation of this SOP.
 4. Contact Numbers:

HAZMAT - 911
DWQ - 801-231-1769, 801-536-4123
Salt Lake County Health Department - (385) 468-4100
City - (801) 963-3334

3. Cleanup Procedure:

- a) NEVER WASH SPILLS TO THE STORM DRAIN SYSTEMS.
- b) Clean per SDS requirements but generally most spills can be cleaned up according to the following:
 - Absorb liquid spills with spill kit absorbent material, sand or dirt until liquid is sufficiently converted to solid material.
 - Remove immediately using dry cleanup methods, e.g. broom and shovel, or vacuum operations.
 - Cleanup with water and detergents may also be necessary depending on the spilled material. However, the waste from this operation must be vacuumed or effectively picked up by dry methods. See Pavement Washing SOP.
 - Repeat process when residue material remains.

4. DISPOSAL:

- a) Follow SDS requirements but usually most spills can be disposed per the following b. & c.
- b) Generally most spills absorbed into solid forms can be disposed to the dumpster and receptacles. Follow Waste Management SOP.
- c) Generally Liquid waste from surface cleansing processes may be disposed to the sanitary sewer system after the following conditions have been met:
 - Dry cleanup methods have been used to remove the bulk of the spill and disposed per the Waste Management SOP.
 - The liquid waste amounts are small and diluted with water. This is intended for spill cleanup waste only and never for the disposal of unused or spent liquids.

5. Documentation:

- a) Document all spills in Appendix C.

6. SDS sheets:

- a) SDS Manual is filed in break room.

7. Materials:

- a) Generally sand or dirt will work for most clean up operations and for containment. However, it is the responsibility of the owner to select the absorbent materials and cleanup methods that are required by the SDS Manuals for chemicals used by the company.

8. Training:

- a) Annually and at hire.

SECTION 4 - APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

MAINTENANCE/INSPECTION SCHEDULE

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

MAINTENANCE LOG

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.

EXHIBIT D – STORM WATER FACILITIES EASEMENT

