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W3266403

When recorded, return to:

Pleasant View City
520 W. Elberta Dr.
Pleasant View, Utah 84414-1408

Affects Parcel No(s): 170600049; 170630073; 170630077

LONG-TERM STORM WATER MANAGEMENT AGREEMENT

This Long-Term Storm Water Management Agreement ("Agreement") is made by and between Pleasant View City, a Utah municipal corporation ("City"), and Brent K. Bailey ("Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the Small Municipal Separate Storm Sewer System, also known as the Pleasant View City Storm Drain System, ("Small MS4"), as set forth in the Pleasant View City Storm Water Ordinance, 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 ("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; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner is required to build and maintain, at Owner's expense, a storm and surface water management facility or improvements ("Storm Water Facilities"); and

WHEREAS, the Storm Water 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, as a condition of Development Plan approval, and as required as part of the City's Small MS4 Utah Pollutant Discharge Elimination System (UPDES) General Permit from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the operations and maintenance of the Storm Water Facilities; 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 Storm Water Facilities, and the mutual covenants contained herein, the parties agree as follows:

Section 1

Construction of Storm Water Facilities. The Owner shall, at its sole cost and expense, construct the Storm Water Facilities in accordance with the City-approved Development Plans and specifications, and any amendments thereto which have been approved by the City.

Section 2

Maintenance of Storm Water Facilities. The Owner shall, at its sole cost and expense, adequately maintain the Storm Water Facilities. Owner's maintenance obligations shall include all system and appurtenances built to convey storm water, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance, for purposes of this Agreement, is defined as the maintenance and actions required such that the Storm Water Facilities are 1) performing their design functions, 2) in good working condition, and 3) being maintained in accordance with manufacturer's recommendations, where applicable. The Owner shall, at its sole cost and expense, perform all maintenance necessary to keep the Storm Water Facilities functioning and in good working condition. A copy of the Storm Water Facilities Maintenance Plan is contained in Exhibit "B." Owner may amend the Storm Water Facilities Maintenance Plan upon submittal to and approval by the City.

Section 3

Annual Inspection Report and Certification. The Owner shall, at its sole cost and expense, inspect, or have inspected, the Storm Water Facilities and submit an inspection report and certification to the City annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Storm Water Facilities. The annual inspection shall cover all aspects of the Storm Water Facilities, including, but not limited to, the parking lots, structural improvements (e.g. oil/water separators, underground infiltration galleries, underground detention basins), 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 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 June 30th of each year and shall be on forms acceptable to the City. Inspections shall be performed by qualified personnel.

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 Storm Water Facilities upon reasonable notice not less than three (3) business days to the Owner. 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 Storm Water Facilities are being adequately operated and maintained to meet the intent of the design, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, the Storm Water Facilities Maintenance Plan, and manufacturer's recommendations, where applicable. Notice may be waived in emergency conditions.

Section 5

Notice of Deficiencies. If the City finds that the Storm Water 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 thirty (30) 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 on file with the Weber County Tax Assessor.

In the event the Owner fails to adequately maintain the Storm Water Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided in the above paragraph and failure to cure, then the City shall send a second notice to the Owner. Upon Owner's failure to cure or correct within thirty (30) days following the second notice, the City may issue a citation punishable as a Misdemeanor in addition to any State or EPA fine.

Section 6

Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes, or modifications to the Storm Water Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Storm Water Facilities are adequately maintained and continue to operate as designed and approved.

Section 7

City's Corrective Action Authority. Upon the expiration of the thirty (30) days following the second notice, if the Owner fails to cure defects or deficiencies, the City and its authorized agents and employees shall have the authority to enter the Property and perform the necessary maintenance or corrective actions.

It is expressly understood and agreed that the City is under no obligation to maintain or repair the Storm Water 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, use of equipment, supplies, materials, and the like related to correction of the defects or deficiencies, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments. City reserves the right to file a lien on the Property in the event of non-payment.

Section 9

Successor and Assigns. This Agreement shall be recorded in the Weber County Recorder's Office, and the covenants and agreements contained herein shall run with the land. 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 Weber County, Utah.

Section 12

Indemnification. This Agreement imposes no liability of any kind whatsoever on the City, and the Owner agrees to hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from failure of Owner to comply with its obligations under this agreement relating to the Storm Water Facilities.

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 Weber County Recorder's Office.

Section 14

Subordination Requirement. If there is a lien, trust deed, or other property interest recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to the Agreement.

Section 15

Storm Water Facilities Maintenance Plan. The Storm Water Facilities Maintenance Plan ("Maintenance Plan") must adapt to change in good judgment when site conditions and operations change, and when existing programs are ineffective. Exhibit B, containing the Maintenance Plan, will not be filed with the agreement at the County Recorder but is included by reference and kept on file with the City Recorder. Revision applications must be filed with the City and amended into the Maintenance Plan on file with the City Recorder.

Section 16

Exhibits to this Agreement. Exhibits to this Agreement are enumerated as follows:

1. Exhibit A – Property Description
2. Exhibit B – Storm Water Facilities Maintenance Plan (on file with Pleasant View City Recorder)

(continued on next page)

LONG-TERM STORM WATER MANAGEMENT AGREEMENT

SO AGREED this 1 day of October 2022.

FOR OWNER

Brent Bailey

(name), (title) owner
(company)

STATE OF UTAH)
 §
COUNTY OF _____)

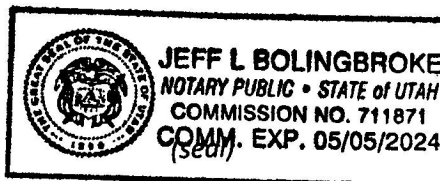
On this 1st day of December, in the year 2022 before me Jeff L. Bolingbroke
(notary public name) a notary public, personally appeared Brent K. Bailey

(name of document signer), proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged he/she/they executed the same..

Witness my hand and official seal.

Jeff L. Bolingbroke
Notary Public signature

Jeff L. Bolingbroke
(Printed Name)



FOR PLEASANT VIEW CITY

Leonard M. Call
By: (name) Leonard M. Call
Its: Mayor

Attest:

Laurie Helton
City Recorder

Approved as to Form: N/A
City Attorney

**EXHIBIT A
PROPERTY DESCRIPTION**

All of Bailey's 2700 North P.U.D., according to the Official plat thereof, recorded in the office of the Weber County Recorder.

EXHIBIT B
STORM WATER FACILITIES MAINTENANCE PLAN

EXHIBIT B:

Storm Water Management Plan

Bailey Property - Pleasant View

**Approximately 385 West 2700 North
Pleasant View, Utah
August __, 2022**

This management plan is to direct the owner, operator, and their employees on proper procedures to maintain the subject property and on-site storm drain system to comply with Pleasant View City storm water ordinances. This plan is to be implemented upon completion of construction activities.

A copy of this plan shall be provided to the operator and employees responsible for maintaining the site. The owner, operator, and employees shall adhere to the following plan. Should the use of the site change this plan shall be updated for the correct use.

Building and Grounds Maintenance

The site entrances shall have a stabilized entrance to reduce the tracking of mud, dirt, silt, and debris onto the roadway. The roadway shall be swept and cleaned of all mud, dirt, silt and debris tracked onto it immediately. All sweepings, and sediments shall be properly disposed of and not washed down the storm drain system. Refer to the attachment at the rear of this report labeled "Stabilized Entrance and Sweeping/Vacuuming". All operations will be contained to the site.

The owner shall have the storm drain lines cleaned as necessary. The system shall be jetted and vacuumed when necessary to remove all silt, sediment, oil, and debris. The system should be inspected prior to and after any large storm events. Catch basins should be inspected monthly and cleaned on a bi-annual basis. A map indicating the storm drain cleanout locations is attached to the back of this report. Also refer to the attachment at the rear of this report labeled "Storm Drain Flushing and Catch Basin Cleaning".

Hazardous Materials Storage

Used oil and antifreeze are stored onsite in a covered area near the scales. They are stored in enclosed containers. The oil and antifreeze shall be drained from the vehicles on a hard surface such as concrete or asphalt that is contained to prevent contamination of the soils. Spill cleanup kits shall be kept onsite. The hazardous materials shall be picked up by a designated company on a regular basis to properly dispose of the materials.

Employee Training

The owner and operator shall implement necessary training of their employees who will be responsible for site maintenance. The training should promote an understanding of the management plan and required BMP's. It should identify activities with the potential to pollute storm water and implementation of BMP's to mitigate such activity. In addition to the listed BMP's the training shall also address the proper use, handling, storage and disposal of products, spill prevention and clean up.

Non-Storm Water Discharges to Drains

Non-storm water discharges to the storm drain collection system are not allowed. These discharges include process wastewaters; cooling waters, wash waters, and sanitary wastewater. These discharges should not be performed at this site, but at a properly designed site.

Vehicle and Equipment Fueling

Fueling of vehicles and equipment shall be at an off-site location.

Vehicle and Equipment Maintenance

Perform all vehicle maintenance off-site at a properly drained shop.

Oil/Water Separators and Water Quality Inlets

Storm water from this site is discharged to a catch basin near the public street and then drains to the UDOT Storm Drain System. The onsite detention basin/swale needs to be inspected annually and cleaned when required. Stormwater pretreatment will occur with snout structures in specified catch basins. Catch basins should be inspected monthly and cleaned on a bi-annual basis. Disposal to be in an approved offsite facility.

Records of Maintenance

Records shall be kept for all inspections and cleaning of the on-site storm water system. The owner or operator shall keep a copy of the records. These records shall be made available to the city as needed. An inspection of the site will be conducted by the city on an annual basis.

Waste management and disposal

All waste from this site (if any) is collected and disposed of at the landfill. Any water material must be collected in a container and covered.

Sweeping/Vacuumping



Description:

Reduce the discharge of pollutants to the stormwater from parking lot surfaces by conducting pavement cleaning on a regular basis.

Approach:

1. Restrict parking prior to and during sweeping.
2. Establish frequency of sweeping based on anticipated need and observations of debris or sediment accumulation.
3. Increase sweeping frequency just before any rainy season.
4. Lots that generate greater amounts of debris or sediment must be swept more frequently. These include lots associated with or adjacent to recreational, commercial, or industrial areas of high vehicle or pedestrian traffic.
5. Manually remove debris from corners or other areas of the parking lot that equipment cannot reach.
6. Keep accurate operation logs to track programs.
7. Equipments selection can be key for this particular BMP. There are two types used, the mechanical broom sweepers (more effective at picking up large debris and cleaning wet streets), and the vacuum sweepers (more effective at removing fine particles and associated heavy metals). It may be useful to have the ability to use both kinds.

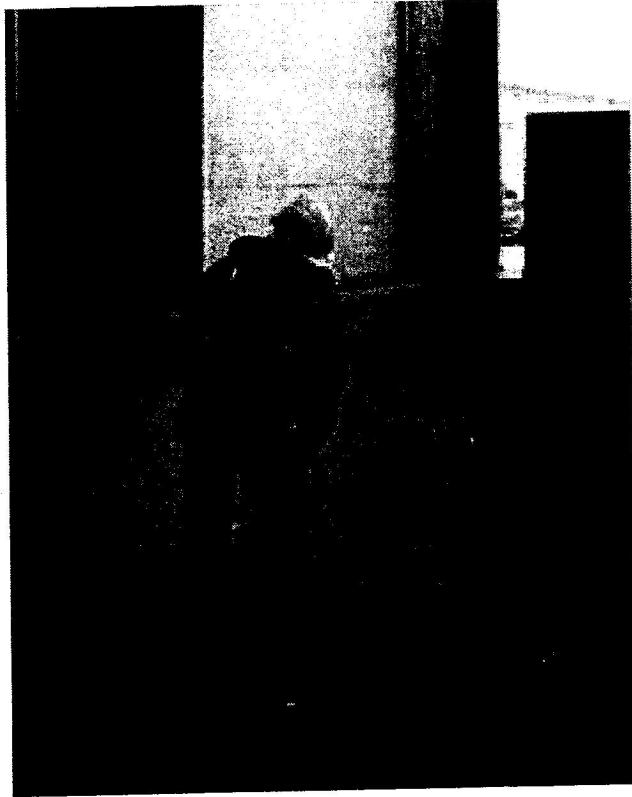
Limitations:

1. Conventional sweepers are not able to remove oil and grease.
2. Mechanical sweepers are not effective at removing finer sediments.
3. Effectiveness may also be limited by parking lot conditions, presence of parked vehicles, and presence of construction project, climatic conditions, and conditions of curbs.

Maintenance:

1. Acquisition and maintenance of equipment is generally handled by the company hired to perform the sweeping/vacuumping

Storm Drain Flushing



Description:

A storm drain is "flushed" with water to suspend and remove deposited materials. Flushing is particularly beneficial for storm drain pipes with grades too flat to be self-cleansing. Flushing helps ensure pipes convey design flow and remove pollutants from the storm drain system.

Approach:

1. Locate reaches of storm drain with deposit problems and develop a flushing schedule that keeps the pipe clear of excessive buildup.
2. Whenever possible, flushed effluent should be collected, decanted, evaporated, and disposed of in a landfill.

Limitations:

1. Most effective in small diameter pipes (36-inch diameter pipes or less, depending on water supply and sediment collections capacity).
2. Water source must be available.
3. May have difficulty finding downstream area to collect sediments.
4. Requires liquid/sediment disposal.

Catch Basin Cleaning



Description:

Maintain catch basin and stormwater inlets on a regular basis to remove pollutants, reduce high pollutant concentrations during the first flush of storms, prevent clogging of the downstream conveyance system, and restore the catch basin's sediment trapping capacity. A catch basin is distinguished from a stormwater inlet by having at its base a sediment sump designed to catch and retain sediments below the overflow point. This BMP focuses on the cleaning of accumulated sediments from catch basins.

Approach:

Regular maintenance of catch basins and inlets is necessary to ensure their proper functioning. Clogged catch basins are not only useless, but may act as a source of sediments and pollutants. In general, the keys to effective catch basins are:

1. At least annual inspection, if Pleasant View City requires more frequent inspections, Pleasant View City's standards are to govern.
2. Prioritize maintenance to clean, catch basins or inlets in areas with the highest pollutant loading.
3. Clean catch basins in high pollutant areas in September to remove sediments and debris accumulated during the summer.
4. Keep accurate logs of the number of catch basins cleaned.
5. Record the amount of waste collected.

Limitations:

1. There are no major limitations to this BMP.

Maintenance:

1. Regular maintenance of public and private catch basins and inlets is necessary to ensure their proper functioning.

2. Annual/monthly inspection of private facilities to ensure structural integrity, a clean sump, and a stenciling of catch basins and inlets.
3. Keep logs of the number of catch basins cleaned.
4. Record the amount of waste collected.

