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Book - 10407 Pg - 8631-8634  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SALT LAKE COUNTY  
2001 S STATE ST N3600  
SLC UT 84190  
BY: CRP, DEPUTY - WI 14 P.

**When recorded, mail to:**

Salt Lake County  
2001 South State St N600  
Salt Lake City, Ut 84190-4050

28-21-400-002

28-22-300-002

Affects Parcel No(s): 28-22-300-001

**STORMWATER  
MAINTENANCE AGREEMENT**

This Storm water Maintenance Agreement (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Salt Lake County, a body corporate and politic of the State of Utah ( the "County"); TM Crushing, LLC, a Utah limited liability company (the "Operator"); and G&N Wood Properties, LLC, a Utah limited liability company (the "Owner").

**RECITALS**

WHEREAS, the County is authorized and required to regulate and control the disposition of storm and surface waters within the unincorporated County, as set forth in the Salt Lake County 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 (the "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 (the "Property"); and

WHEREAS, the Operator desires to conduct sand and gravel mining operations on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; and

WHEREAS, in order to facilitate these anticipated changes, the Operator desires to build and maintain, at Operator's expense, storm and surface water management facilities (the "Storm water Facilities"); and

WHEREAS, the Storm water Facilities are shown in the final Site Plan, Grading Plan, Drainage Plan and Erosion Control Plan on file in the office of the County's Planning and Development Services Division and are hereby incorporated herein by this reference (the "Development Plan"); and

WHEREAS, a detailed description of the operation and routine maintenance procedures with respect to the sand and gravel activities and to the Storm water Facilities, is attached hereto as Exhibit "B" and is incorporated herein by this reference; and

WHEREAS, as a condition of the Development Plan approval, and as required by the Salt Lake County MS4 UPDES General Permit from the State of Utah, Operator is required to enter into this Agreement establishing a means of documenting the Storm water Facilities maintenance; and

NOW, THEREFORE, in consideration of the benefits received and to be received by the Operator, its successors and assigns, and the mutual covenants contained herein, the parties agree as follows:

#### **SECTION 1**

**Construction of Storm water Facilities.** The Operator shall, at its sole cost and expense, construct the Storm water Facilities in strict accordance with the Development Plan, specifications, and any amendments thereto which have been approved by the County.

#### **SECTION 2**

**Maintenance of Storm water Facilities.** The Operator shall, at its sole cost and expense, fully comply with all the requirements of Exhibit "B." The Operator shall, at its sole cost and expense, perform all work necessary to keep the Storm water Facilities in good working condition.

#### **SECTION 3**

**Annual Maintenance Report.** The Operator shall, at its sole cost and expense, inspect the Storm water Facilities and submit an inspection report and certification to the County 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. 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 July 31, of each year and shall be in a form acceptable to the County.

#### **SECTION 4**

**Oversight Inspection Authority.** The Operator and the Owner hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the Storm water Facilities upon reasonable notice to the Operator. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the County. The purpose of the inspection shall be to determine and ensure that the Storm water Facilities are adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and Exhibit "B."

#### **SECTION 5**

**Notice of Deficiencies.** If the County finds the Storm water Facilities contain any defects or are not being maintained adequately, the County shall send the Operator written notice of the defects or deficiencies and provide the Operator with reasonable time to cure such defects or deficiencies. Such notice shall be confirmed delivery to the Operator or sent certified mail to the Operator.

## SECTION 6

**Operator to Make Repairs.** The Operator 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 County within the required cure period to ensure the Storm water Facilities are adequately maintained and continue to operate as designed and approved.

## SECTION 7

**Corrective Action.** In the event the Operator fails to adequately maintain the Storm water Facilities in good working condition acceptable to the County, after due notice of deficiencies as provided in Section 5, the County may issue the Operator a citation punishable as a misdemeanor. The County may also give written notice to the Operator that the Storm water Facilities will be disconnected from the County's municipal separate storm sewer system. Any damage resulting from the disconnected system will be the Operator's responsibility. It is expressly understood and agreed that the County 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 County. The actions described in this Section are in addition to and not in lieu of the legal remedies available to the County as provided by law for Operator'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 County, 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 storm drain disconnection from the County's municipal separate storm sewer system, the Operator shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County. 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. Operator shall also be liable for any collection costs, including attorney's fees and court costs, incurred by the County in collection of delinquent payments. The Owner hereby authorizes the County to assess any of the above-described costs, if remained unpaid, by recording a lien against the Property.

## SECTION 9

**Successors and Assigns.** This Agreement shall be recorded in the office of the County Recorder 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 Operator and the Owner, and their respective successors and assigns, as their respective obligations appear 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 or the Operator, their 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. Suits for any claims or for any 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 County. The Operator hereby agrees to indemnify and hold the County and its officers, employees, agents and representatives harmless from and against all liability, loss, damage, costs, or expenses, including attorneys' fees and court costs arising from, or as a result of, any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person by the construction, existence, maintenance, or failure of the Storm water Facilities.

**SECTION 13**

**Amendments.** This Agreement shall not be modified except by written instrument executed by the County, and the operator and owner of the Property at the time of modification, and no modification shall be effective until recorded in the office of the County Recorder.

**SECTION 14**

**Duration.** This Agreement shall become effective upon recording in the office of the County Recorder and shall continue in effect until the Property is reclaimed pursuant to that certain reclamation plan for the Glenwood Gravel Pit, dated October 23, 2015, and attached hereto as Exhibit "C," and shall thereafter be of no further effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have signed and subscribed their names hereon and have caused this Agreement to be duly executed as of the day and year first set forth above.

**OWNER  
G&N WOOD PROPERTIES, LLC**

By: *Norma G. Wood*  
Title: *MANAGER*

STATE OF UTAH                    )  
  :SS.  
COUNTY OF SALT LAKE    )

The above instrument was acknowledged before me by *Norma G. Wood*,  
this *19<sup>th</sup>* day of *February*, 2016.

[SEAL] 

*Annette H. Yenchik*  
NOTARY PUBLIC  
Residing in Salt Lake County

**OPERATOR  
TM CRUSHING, LLC**

By: *John D. Hadfield*  
Title: *Manager*

STATE OF UTAH                    )  
  *Utah* :SS.  
COUNTY OF ~~SALT LAKE~~    )

The above instrument was acknowledged before me by *John D. Hadfield*,  
this *24* day of *February*, 2016.

[SEAL] 

*Marylou Wakamatsu*  
NOTARY PUBLIC  
Residing in Salt Lake County  
*Utah*

SALT LAKE COUNTY

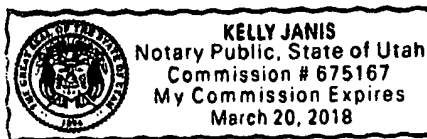
By: *Russ Wall*  
Mayor or Designee

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

On this 29<sup>th</sup> day of FEBRUARY, 2016, personally appeared before me  
RUSS WALL, who being duly sworn, did say  
that (s)he is the TOWNSHIP EXECUTIVE of Salt Lake County, Office of Mayor, and that the  
foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

*Kelly Janis*  
NOTARY PUBLIC  
Residing in Salt Lake County

[SEAL]



APPROVED AS TO FORM  
District Attorney's Office

By: *Adam Miller*  
Attorney

ADAM MILLER

Date: 15 Feb 2016

VTDI 20-21-400-002-0000 DIST 446 TOTAL ACRES 80.34  
 G & N WOOD PROPERTIES L L C TAX CLASS UPDATE REAL ESTATE  
 60 LEGAL BUILDINGS  
 PRINT TOTAL VALUE  
 PO BOX 1324 NO:  
 WEST JORDAN UT 840848324 EDIT 1 FACTOR BYPASS  
 LOC: 7800 S UONE ELEVEN HWY EDIT 0 BOOK 07853 PAGE 1818 DATE 03/01/2000  
 SUB: SEC 21 TOWNSHIP 2S RING 2W TYPE SECT PLAT  
 02/28/2016 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY  
 LOTS 1 & 8 SEC 21 T 2S R 2W SL MER 80.34 AC 4877-1208

VTDI 20-22-300-002-0000 DIST 41B TOTAL ACRES 62.74  
 G & N WOOD PROPERTIES, L L C TAX CLASS UPDATE REAL ESTATE  
 60 SC LEGAL BUILDINGS  
 PRINT TOTAL VALUE  
 PO BOX 1324 NO:  
 WEST JORDAN UT 840848324 EDIT 1 FACTOR BYPASS  
 LOC: 6816 S UONE ELEVEN HWY EDIT 0 BOOK 07853 PAGE 1818 DATE 01/28/1998  
 SUB: SEC 22 TOWNSHIP 2S RING 2W TYPE SECT PLAT  
 02/28/2016 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY  
 E 1120 FT OF LOT 1 & E 1120 FT OF N 1120 FT OF LOT 2 SEC 22  
 T 2S R 2W SL MER. 62.74 AC 4877-1208

VTDI 20-22-300-001-0000 DIST 41B TOTAL ACRES 17.26  
 G & N WOOD PROPERTIES, L L C TAX CLASS UPDATE REAL ESTATE  
 60 LEGAL BUILDINGS  
 PRINT TOTAL VALUE  
 PO BOX 1324 NO:  
 WEST JORDAN UT 840848324 EDIT 1 FACTOR BYPASS  
 LOC: 6816 S UONE ELEVEN HWY EDIT 0 BOOK 07853 PAGE 1818 DATE 01/28/1998  
 SUB: SEC 22 TOWNSHIP 2S RING 2W TYPE SECT PLAT  
 02/28/2016 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY  
 W 200 FT OF LOTS 1 & 2 & S 200 FT OF E 1120 FT OF SD LOT 2  
 SEC 22 T 2W R 2W SL MER 17.26 AC 4877-1208

## EXHIBIT B

For the purpose of controlling soil erosion, discharge of sediment off site, and to prevent illicit discharge into on site soils, into storm drainage facilities, or off site, the following Best Management Practices will be maintained by the Operator with respect to the sand and gravel activities and maintenance of the Storm water Facilities:

### Retention Ponds:

Inspection and cleaning of retention ponds will be performed monthly. Records of inspections will be kept on site and made available upon request.

### Dust Control:

Dust control will be performed by watering roads and water sprays on drop points of processing plant.

### Track Out:

In the event that dirt is tracked out onto U-111, a sweeper will be dispatched to sweep the affected area.

### Waste Management:

Wastes will be limited to standard trash and recycling materials that will be disposed of in standard waste bins and disposed of by a licensed waste removal company.

### Employee Training:

Operator is to provide or require training in storm water quality management and required BMP's. Employee training in storm water quality management and required BMP's shall be integrated with any other existing employee training programs.

### Record Inspection, Maintenance and Training:

Records shall be kept on site and made available for review by county or state officials upon request.





## RECLAMATION PLAN – GLENWOOD GRAVEL PIT

This Document includes reclamation information required for the Glenwood gravel pit.

R647-4-110 - Reclamation Plan

### 110.1: Current Land Use and Post-mining Land Use

There is a total of 160 acres, 60 of which will be mined in 3 phases. The 3 phases are on the east side of the property broken into approximately 20 acre sections. The parcel is zoned S-1-G which is permitted to extract sand and gravel and other aggregates. The property is located within the unincorporated portion of the county limits of Salt Lake County.

#### Proposed Post-mining land uses

The proposed post-mining land use is to put the parcels into commercial and residential development. This reclamation plan includes information on seed mixes to restore open space/grazing/wildlife habitat in the unlikely event that commercial development does not occur. However, the Reclamation Plan addresses residential / commercial use for the parcels.

#### Alternative Post-mining land uses

TM Crushing will reclaim the site under DOGM rule R647-111. However, if the land owner desires to develop the site before the reclamation period is complete, TM Crushing will submit a request to the division and county for a variance that would allow the land owner to develop the land before the reclamation period is completed.

### 110.2: Reclamation of roads, high walls, slopes, leach pads, dumps, etc.

#### Reclamation of roads

Roads used on the property for mining will either be reclaimed or left in place for subsequent use in development construction and access. Other existing roads not used for mining will not be reclaimed as they will be removed during subsequent development site grading. Roads to be removed will be reclaimed by grading the road to blend with surrounding topography, distributing and scarifying scavenged topsoil and biosolids to leave a roughened surface as described in Section 110.5, and then seeded with the seed mix in Table 3.

#### Reclamation of high walls

No high walls will remain after reclamation. Slopes to remain along the boundaries of the mine site will be left no steeper than 2H:1V. The remainder of the site will be graded to meet the needs of subsequent commercial and residential development.

#### Reclamation of slopes

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PREPARED & APPROVED BY: TM Crushing LLC



Scavenged topsoil will be distributed on all disturbed unconsolidated surfaces as described in **Section 110.5** and seeded with a mix described in **Table 3**. Remaining areas of bare native rock with slopes less than 2H:1V will be reclaimed and stabilized by the redistribution of scavenged topsoil followed by reseeding. If bare rock slopes steeper than 2H:1V remain, topsoil will be distributed on them to increase the potential for plant growth. The prescribed seed mix will be applied directly over these slopes so that seed can take hold, to establish seedbeds in the remaining cracks and fractures in the rock and help stabilize any remaining soil held in them. Any slope in excess of 30% grade will be matted.

#### **Reclamation of waste dumps, shafts and adits, tailings areas and leach pads**

No waste dumps, shafts, adits, tailings areas or leach pads will be used at this facility. All aggregate pushed through the plant will be processed and sold. All material will be sold before reclamation. There will be no waste rock on the site at time of reclamation.

#### **Reclamation of impoundments, pits and ponds**

Retention basins will be used for capturing or storing storm water. Upon completion of reclamation period, the retention basins will be excavated out to a stable soil level. Stabilizing material and fill will be inserted into the excavation and graded to final grade. No impoundments for storing wash water or process water will be constructed as no such activities are proposed for this site.

There are no significant natural drainage features that will be disturbed while mining. Drainage patterns will be established to utilize surface flow and will conduct runoff through the site. No defined channels will be built on the site for drainage. However, final grading and storm water management will be addressed during residential and commercial development construction.

#### **Equipment, buildings and other structures**

There are, and will be, no permanent buildings or structures proposed for the site. There is a scale house and potentially a scale, several storage trailers, sizing equipment, conveyors and an above-ground storage tank with spill containment. All structures and equipment will be removed from the site to be used elsewhere or properly disposed of or recycled offsite upon completion of mining activities and before reclamation is complete.

#### **110.3: Surface facilities to be left**

All surface facilities on site will be removed prior to final reclamation. No facilities or structures will remain on site.

#### **110.4: Treatment, location and disposition of deleterious materials**

There are no known naturally-occurring deleterious materials on the site. This is a gravel and rock operation that will not be liberating any toxic or acid-forming materials requiring

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neutralization or treatment. All man-made structures, trash and other waste will be removed and disposed of at a local sanitary landfill or other appropriate facility.

#### **110.5: Re-vegetation planting program and topsoil distribution**

##### **a) Soil Material Replacement**

Existing topsoil will be scavenged where available and stockpiled on site. There is very little native soil, generally less than 1 foot deep. Soils in other areas on the site are deeper; all available topsoil will be scavenged for reuse.

After mining in an area is complete and final grade has been achieved, a dozer will rip the site to a depth of 18". The dozer ripping will include the mining area, the roads, and does not include any slopes that are 2H:1V. Scavenged topsoil will be redistributed over areas to be reclaimed, except bare hard rock slopes steeper than 2H:1V. It is TM Crushing intention not to have slopes steeper than 2H:1V remaining after operations cease. After evenly spreading topsoil over an area, approved biosolids material will be distributed over the topsoil and spread evenly using the best practical means available. After application of biosolids, the entire surface will be disked to blend the biosolids with the soil.

##### **b) Seed Bed Preparation**

After topsoil is distributed and biosolids applied to an area, the area will be disked using standard farm equipment. Disking will be done along contours where possible to minimize erosion potential.

##### **c) Seed Mixture**

The selected seed mixture was recommended by the Division for long-term temporary reclamation based on the fact that post mining land use will see the area redeveloped into commercial and residential development. The seed mixture to be used will include the species and seeding rates shown in Table 3.



**Table 3**  
**Seed Mixture**

<b>Common Name</b>	<b>Species Name</b>	<b>Seed Rate Lbs/Acre (PLS)</b>
Intermediate wheatgrass	<i>Agropyron intermedium</i>	2.0
Bluebunch wheatgrass	<i>Agropyron spicatum</i>	3.0
Great basin wildrye	<i>Elymus cinereus</i>	2.0
Indian rice grass	<i>Oryzopsis hymenoides</i>	1.0
Sandberg bluegrass	<i>Poa sandbergii</i>	0.5
Yellow sweetclover	<i>Melilotus officinalis</i>	0.5
Palmer penstemon	<i>Penstemon palmerii</i>	0.5
Small burnet	<i>Sanguisorba minor</i>	1.0
Mountain big sagebrush	<i>Artemisia tridentate vaseyana</i>	0.1
Globemallow	<i>Sphaeralcea coccinea</i>	0.5
Forage kochia	<i>Kochia prostrata</i>	0.5
4-Wing saltbush	<i>Atriplex canescens</i>	1.0
<b>Sheep Fescue</b>	<b><i>Festuca Ovina</i></b>	<b>0.5</b>
<b>TOTAL</b>		<b>14.1</b>

**d) Seeding Method**

Re-vegetation will be performed in late autumn or early winter. Seeding will be done using broadcast methods or drill seeding if practical. Smaller seeds will not be run through the disc openers. The drill used will have multiple boxes. The drop tubes will be pulled from the boxes in which the smaller seeds are placed so that these seeds are scattered on the surface.

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PREPARED & APPROVED BY: TM Crushing LLC

**e) Fertilization**

Composted manure or biosolids compliant with 40CFR Part 503 will be applied at the rate of 10 tons/acre. This will serve as both a soil amendment and cover mulch.

**f) Other Re-vegetation Procedures**

No other re-vegetation procedures are proposed for this site at this time.

**110.6: Statement that the operator will conduct reclamation as required by these rules**

TM Crushing will adhere to the rules set forth by the Division of Oil, Gas and mining and as stated in this Notice of Intent for the Glenwood Gravel Pit. TM Crushing has developed this reclamation plan for the facility and as stated in section 110.1-5 of this NOI. If the need arises to amend this plan with DOGM, TM Crushing will notify DOGM of its intentions and will not proceed until agreed upon by DOGM.

**R647-4-111 – Reclamation Practices****111.1: Public safety and welfare**

As a surface mining operation, there will be no shafts or tunnels used. All trash, scrap metal and wood, buildings, extraneous debris, and other materials incident to mining will be removed from the site for proper disposal at appropriate disposal or recycling facilities. Any drill, boring or exploratory holes will be plugged. Appropriate signs will be placed at public access points to the property describing the site as an area under reclamation and that caution should be used when entering the property, and advising the public against undue disturbances to reclamation efforts. Berms will be placed above remaining slopes along the south boundary of the eastern parcel as shown on Figure 105.2.

**111.2: Drainages**

Overall site drainage will be finalized during subsequent commercial and residential development.

**111.3: Erosion Control**

Sediment from disturbed areas will be managed using industry-standard storm water BMPs. Broadcast seeding will follow to stabilize these slopes. The use of biosolids spread on top of redistributed topsoil will serve as cover mulch as well as a soil amendment. The successful establishment of temporary long-term vegetative cover will stabilize the soil until such time as post-mining development takes place.

**111.4: Deleterious materials**

No naturally-occurring deleterious materials are anticipated from this site. All man-made materials will be removed from the site prior to reclamation.

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**111.5: Post-mining land use**

This site is projected for subsequent commercial and residential. The site will be graded and stabilized on a long-term temporary basis in anticipation of this development.

**111.6: Slopes**

Final grading will leave slopes along the boundaries at 2H:1V, with gradual transitions down to flatter areas. If bare rock slopes steeper than 2H:1V remain, they will be covered with topsoil and seeded.

**111.7: High walls**

No high walls will remain after reclamation.

**111.8: Roads and pads**

No pads will remain after mining at this site. Mine roads not needed for subsequent development will be reclaimed during the overall reclamation process by grading with the surrounding area, applying topsoil and bio solids, and the surface seeded.

**111.9: Dams and impoundments**

No dams or impoundments are planned for this mine.

**111.10: Trenches and pits**

No trenches will be used or will remain after reclamation.

**111.11: Structures and equipment**

All mining-related structures and equipment will be removed after mining has permanently ceased. Electric feeder lines will be disconnected and removed. No rail lines will be used for this site.

**111.12: Topsoil redistribution**

Topsoil will be distributed as described previously in **Section 110.5**. After being evenly spread over an area and composted manure or biosolids applied, the surface will be disked in preparation for reseeded.

**111.13: Re-vegetation**

Re-vegetation will be achieved as described previously in **Section 110.5**. Re-vegetation will be deemed successful and complete once three growing seasons have passed and 70 percent of pre-mining vegetative cover is achieved, or the Division and the county determines that re-vegetation work has been satisfactorily completed within practical limits. However, if the property owner decides to start proposed post-mining development activities prior to the successful completion of reclamation efforts, a request will be made to the Division and the county to release the site from further reclamation responsibilities.