

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

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07/06/2020 01:33 PM \$0.00
Book - 10974 Pg - 273-279
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
GREGG FLINT
351 W OPPORTUNITY WY
DRAPER UT 84020
BY: DSA: DEPUTY - WI 7 P.

Project Name: LHM JORDAN COMMONS SANDY SUBDIVISION

Address: 9350 SOUTH 150 EAST, SANDY, UT

Parcel ID# 28063530030000

Post-Construction Storm Water Maintenance Agreement

WHEREAS, JORDAN COMMONS FUNDING, L.L.C., a Utah limited liability company (the "Property Owner") recognizes that certain storm water facilities (hereinafter referred to as "Facilities") must be maintained for the development called LHM JORDAN COMMONS SANDY SUBDIVISION located at 9350 SOUTH 150 EAST, in the City of Sandy, Salt Lake County, State of Utah (the "Development"); and,

WHEREAS, the Property Owner is the Owner of the real property more particularly described on the attached Exhibit A as recorded by deed in the records of the Clerk of the Salt Lake County Recorder's Office (hereinafter referred to as the "Property"); and,

WHEREAS, the City of Sandy, a Utah municipal corporation (hereinafter referred to as the "City") and the Property Owner, or its administrator, executors, successors, heirs, or assigns, agree that the health, safety, welfare and well being of the citizens of the City require that the Facilities be maintained on the Property; and,

WHEREAS, the Sandy City Ordinances and Code require that the Facilities as shown on the approved development plans and specifications be maintained by the Property Owner, its administrator, executors, successors, heirs, or assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto enter into this Post-Construction Storm Water Maintenance Agreement (the "Maintenance Agreement") and agree as follows:

Section 1

The Facility or Facilities have been constructed by the Property Owner in accordance with the plans and specifications approved by the City for the Development.

Section 2

The Property Owner, its administrators, executors, successors, heirs or assigns shall maintain the Facilities in good working conditions acceptable to the City and in accordance with the schedule of Post-Construction and Long Term Maintenance activities hereto and attached as Exhibit C (the "Maintenance Schedule").

Section 3

The Property Owner, its administrators, executors, successors, heirs or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry.

Section 4

In the event the Property Owner, its administrator, executors, successors, heirs or assigns fails to maintain the Facilities as shown on the approved plans and specifications, in accordance with the Maintenance Schedule

incorporated in this Maintenance Agreement, the City, with due notice, may enter the Property and take whatever steps it deems necessary to return the Facilities to a good working condition. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the Property. 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 this Maintenance Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City within thirty (30) days of receipt thereof for all the reasonable actual costs incurred by the City hereunder. If not paid within the prescribed time period, the City may secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Property Owner's failure to maintain the Facilities.

Section 6

The Property Owner will make accommodation for the removal and disposal of all the accumulated sediments. Temporary storage will be provided onsite in a reserved area(s). The sediment will need to be disposed within two weeks after being removed from the storm drain system.

Section 7

The Property Owner shall use the Standard Operation and Maintenance Inspection Report attached to this Maintenance Agreement as Exhibit B and by this reference made a part hereof for the purpose of a minimal annual inspection of the Facilities.

Section 8

The Property Owner, its administrator, executors, successors, heirs and assigns hereby indemnify and hold harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City from the Property Owner's maintenance of the Facilities located on the Property. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith, but only to the extent such a claim relates to maintenance of the Facilities located on the Property.

Section 9

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

Section 10

This Maintenance Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

Section 11

Invalidation of any one of the provisions of this Maintenance Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

Attachments

- Exhibit A (Parcel/ Plat and Legal Description)
- Exhibit B (Standard Operation and Maintenance Inspection Report)
- Exhibit C (Post-Construction Storm Water Maintenance Plan and Inspection Schedule)

So AGREED this 19th day of June, 2020.

PROPERTY OWNER:

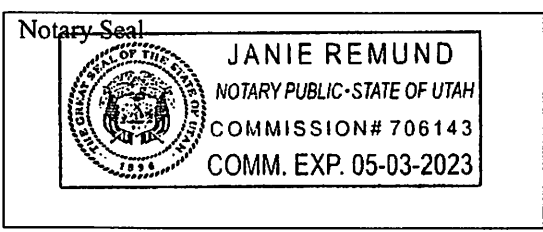
JORDAN COMMONS FUNDING, L.L.C.,
a Utah limited liability company

By: [Signature]
 Name: Bradley Holmes
 Its: President

STATE OF Utah)
)ss
 COUNTY OF Salt Lake)

On this 19th day of June 2020, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Brad Holmes, the President of JORDAN COMMONS FUNDING, L.L.C., 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.



[Signature]
 (Signature of Notary)

My Commission Expires: 05-03-2023

CITY:

Approved as to form:

BY: [Signature]
 Public Utilities

Date: 6-19-20

EXHIBIT A – Parcel/ Plat and Legal Description

Lots 1 and 2 of the LHM Jordan Commons Sandy Subdivision plat as filed of record on _____, 2020 as Entry No. _____ with the office of the Salt Lake County Recorder.

Parcel Nos. _____

EXHIBIT B – Standard Operation and Maintenance Inspection Report

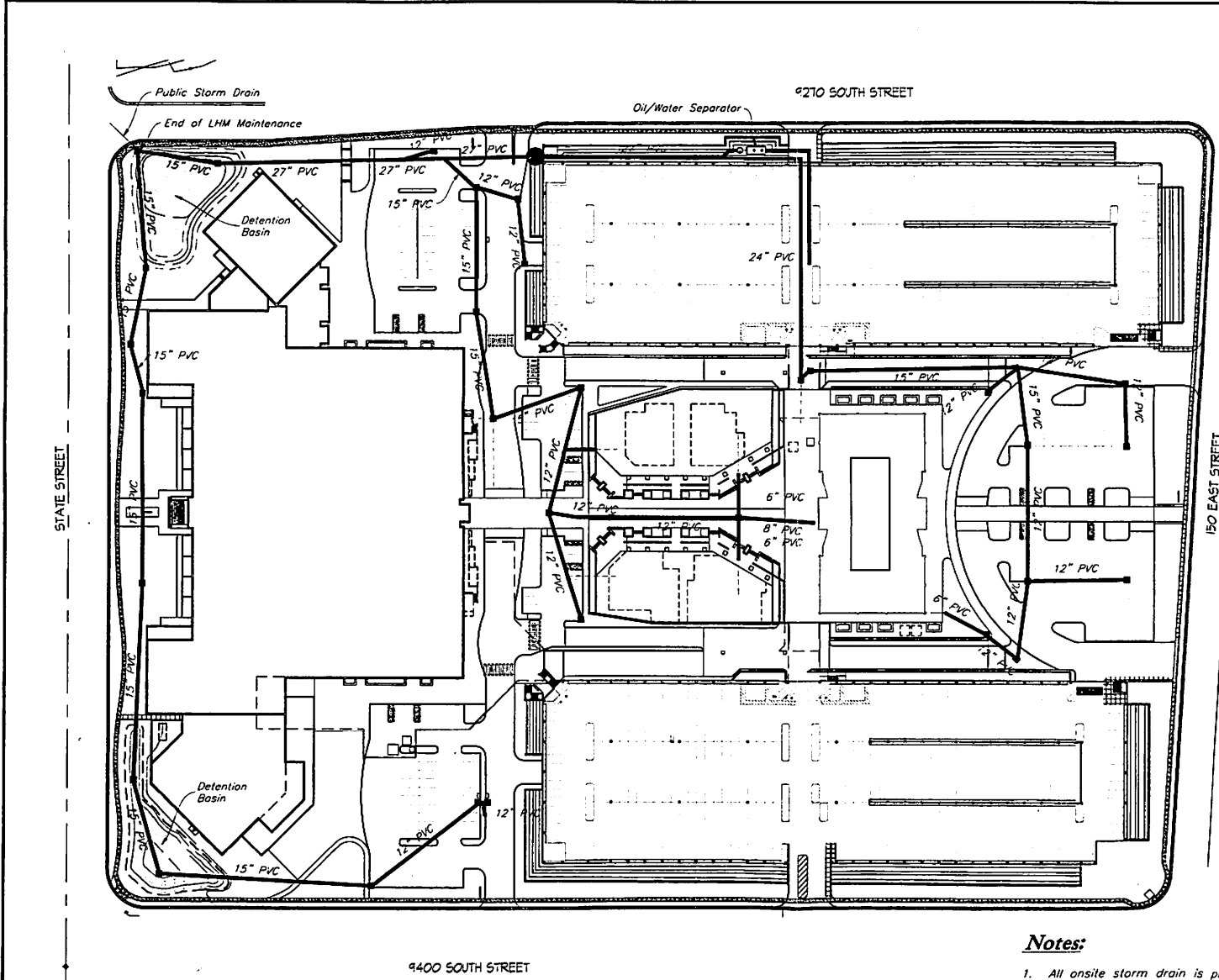
Facility Operation and Maintenance Inspection Report for Storm Drain Facilities

Inspector Name:				Subdivision / Property Name:			
Inspection Date:				Address:			
Frequency of Inspection		<input type="checkbox"/> Weekly		<input type="checkbox"/> Monthly		<input type="checkbox"/> Quarterly	
		<input type="checkbox"/> Annual					
Item Inspected		Checked		Maintenance Required?		Observations and Remarks	
		Yes	NA	Yes	NA		
Detention/Retention Facilities							
1	Landscaping maintenance						
2	Remove sedimentation/debris						
3	Repair side slopes (channeling / sloughing)						
4	Repair rip-rap protection						
5	Repair control structure						
6	Cleaning of outfall						
7	Maintenance of inlets						
8	Maintenance of outlets						
Storm Drain System							
1	Remove sediment from catch basins						
2	Cleaning storm drain pipes						
3	Maintenance of drainage swales						
4	Remove sediment from manholes						
5	Remove sediment from sumps						
6	Repair oil/ water separator						
7	Repair 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 use						
6	Managing pesticide use						
7	Removal of grass after lawn mowing						

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 Inspector

EXHIBIT C – Post-Construction Storm Water Maintenance Plan and Inspection Schedule (see attached)



General Good Housekeeping BMP's:

1. Complete an annual inspection of storm drain facilities using the inspection report in Exhibit B.
2. Inspect/Clean storm water system facilities as needed, but annually at a minimum.
3. Sweep paved areas regularly and as identified during inspections.
4. Maintain garbage containers/trash enclosures in good repair and stored properly.
5. Follow SOP's for landscape maintenance and use of herbicides, pesticides and fertilizers.
6. Maintain the detention pond landscaping regularly, inspect pond quarterly for debris, trash and proper landscape maintenance.

SOP's

1. Refer to Sandy City Storm Water website for Specific Standard Operating Procedures (SOP's)

Legend

- Storm Drain Manhole
- Storm Drain Line
- Inlet Box/Junction Box
- Landscape Drain

Notes:

1. All onsite storm drain is private.
2. Owner of private property will maintain all private storm drainage facilities.



Designed by JH
 Drafted by JH
 Date: 10/11/17
 19-21172

ANZA
 ANDERSON WALLEN & ASSOCIATES
 200 West Valley Drive, Suite 1000, Salt Lake City, Utah 84119
 P.O. Box 127, Park City, Utah 84302

Jordan Commons Storm Water Maintenance Plan
 9270 South State Street
 Sandy, Utah 84070

17 June, 2020
 SHEET NO.

B