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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SANDY CITY
10000 CENTENNIAL PARKWAY
SANDY UT 84070
BY: GGA, DEPUTY - MA 9 P.

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

Project Name: Pebble Hills Estates Subdivision

Address: 1165 East 8600 South Parcel ID# 22324530360000; 22324530260000; 22324530250000

Post-Construction Storm Water Maintenance Agreement

WHEREAS, the Property Owner **Castlewood - Pebble Hills, LLC**, recognizes that the Storm Water Facilities (hereinafter referred to as "Facilities") must be maintained for the development called **Pebble Hills Estates Subdivision**, located at **1165 East 8600 South**, in the City of Sandy, Salt Lake County, State of Utah; and, **WHEREAS**, the Property Owner is the Owner of the real property more particularly described on the Attached Exhibit A as recorded by deed in the records of the Clerk of the Salt Lake County Recorder's Office (hereinafter referred to as "The Property"), and,

WHEREAS, The City of Sandy (hereinafter referred to as "The City") and the Property Owner, or its administrator, executors, successors, heirs, or assigns, agree that the health, safety, welfare and well being of the citizens of the City require that the facilities be constructed and maintained on the property, and,

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

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

Section 1

The Facility or Facilities shall be 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 B.

Section 3

The Property Owner, its administrators, executors, successors, heirs or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. 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 the Maintenance Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City within thirty (30) days of receipt thereof for all the costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Property Owner's failure to maintain the Facilities.

Section 6

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

Section 7

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

Section 8

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

Section 9

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

Section 10

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

Section 11

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

So AGREED this 23rd day of June, 2021.

BY: 
Russell Harris

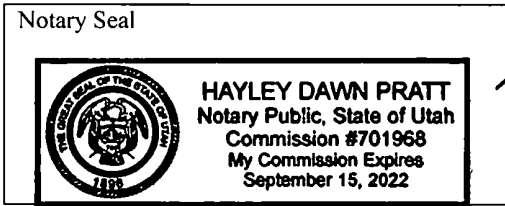
PROPERTY OWNER

Title: Manager

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

On this 23rd day of June, 2021, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Russell Harris, the Manager of Castlewood - Pebble Hills, LLC, 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: September 15, 2022

Approved as to form:
BY: 
Public Utilities

Date: 7/2/2021

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

EXHIBIT A – Parcel/ Plat and Legal Description

A portion of the SE1/4 of Section 32, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Sandy City, Utah, more particularly described as follows:

Beginning at a point on the North line of 8600 South Street and West line of Fayeway Drive, located N89°59'10"W along the Section line 1,194.89 feet and N00°00'50"E 40.00 feet from the Southeast Corner of Section 32, T2S, R1E, SLB&M; thence N89°59'10"W along the North line of 8600 South Street 410.43 feet to the Southeast Corner of Lot 201, HARVARD PARK NO. 2, according to the Official Plat thereof recorded November 17, 1975 as Entry No. 2760921 in Book 75-11 of Plats on Page 181 in the Office of the Salt Lake County Recorder; thence along said plat the following two (2) courses: 1) N00°10'10"E 313.00 feet; 2) S89°59'10"E 285.43 feet to the Westerly line of WARE SUBDIVISION, according to the Official Plat thereof recorded February 29, 1960 as Entry No. 1703171 in Book U of Plats on Page 80 in the Office of the Salt Lake County Recorder; thence N00°10'10"E along said plat 7.00 feet to the Southwest Corner of Lot 24 of said plat; thence S89°59'10"E along said lot 125.00 feet to the Westerly line of Fayeway Drive; thence S00°10'10"W along said street 320.00 feet to the point of beginning.

Contains: 2.97 acres+/-
& 14 Lot

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)

Spill Containment/Clean-up:

Timing: In the event of a fuel, oil, or chemical (including herbicides, pesticides and fertilizers) spill, timely clean-up is important for protection of the storm water system. All spills must be cleaned up immediately.

Procedure: All workers and/or supervisors shall be familiar with these Standard Operating Procedures (SOP's), and shall have the tools and materials needed for spill containment and clean-up available at all times. Never wash spills to the storm drain system! Use dry clean-up methods such as absorbent materials, broom and shovel, and vacuum operations. After dry cleanup, washing with soap & water may be needed. Soap & water clean-up must also be absorbed with dry clean-up methods and vacuuming operations.

Disposal: Liquid waste from surface cleansing of petroleum/chemical spills including but not limited to gasoline, oils, pesticides, fertilizers, antifreeze, etc. may be disposed to the sanitary sewer system if waste amounts are small and diluted with water, however the preferred method of disposal is to absorb the spill material onto rags or paper towels and finish the clean-up by washing the spill area with detergent which would then also be absorbed onto rags or paper towels. Typically, absorbent materials and sweepings may be disposed of in the onsite dumpster or in a landfill. Larger quantities of contaminants or contaminants in liquid form may not be disposed of in the onsite dumpster. Rather, they must be disposed of in approved hazardous waste receptacles off-site such as those provided by the Salt Lake Valley Hazardous Waste Disposal facility located at 6030 West California Ave. If there is any question in the mind of the operator as to the appropriate disposal method, he or she must contact the receiving landfill to see if they will accept the waste in question.

Landscaping and Mowing Clean-up:

Timing: Clean-up of plant matter and debris should be accomplished after mowing in order to reduce the chance of wind and water carrying the material to the storm water system. A cover shall be placed over the storm drain inlets adjacent to mowing operations or spraying operations in order to keep clippings and chemical spray out of the storm drain system.

Procedure: All workers and/or crews shall have the clean-up tools necessary to accomplish the clean-up work. Never sweep or blow plant matter or debris to the storm drain system, the parking area or the street! Sweep, rake or blow the materials into piles to be picked up thoroughly, and disposed of immediately. Never leave bags open, and never leave them overnight.

Disposal: All solid waste shall be disposed of in the landfill. Plant matter may be mulched and/or composted in an acceptable manner. When hauling to the landfill, loads shall be covered in such a manner as to prevent plant matter or debris from blowing out of the vehicle.

Landscaping Maintenance:

Timing: Irrigation must be timed to adequately water the landscape and keep it alive not only for aesthetic reasons, but also to reduce erosion of the soils and to keep plant debris to a minimum. Watering heads and watering patterns must be checked weekly for proper operation and to ensure that broken heads are replaced promptly in order to minimize water waste and soil erosion. Lawn areas must be mown weekly to ensure healthy turf and that sprinkler heads are able to spray above the grass. Fertilizers, herbicides and pesticides must be used judiciously but with sufficient frequency to maintain healthy landscaping growth.

Procedure: Care must be taken not to over-apply fertilizer, herbicides and pesticides, and to sweep/clean up excess fertilizer if accidentally over-applied or spilled. Care must also be taken not to fuel mowing equipment or to fill herbicide or pesticide sprayers where they could spill into the storm drain system.

Parking Area Clean-up:

Timing: Cleaning of the parking areas will include periodic sweeping and garbage pick-up. (Spill Clean-up is covered above). Sweeping must be done in such a way as to minimize the sediment that gets into the storm drain system and with sufficient frequency to keep large amounts of sediment from building up where a large storm event could transport it into a storm drain inlet. The parking areas should be inspected on a monthly basis for the first year to determine proper timing for sweeping and garbage pick-up.

Procedure: Sediment must be either swept and vacuumed up or swept into piles and picked up with shovels and brooms. Debris must be manually picked up or vacuumed up.

Disposal: Sediment must be disposed of in a landfill. Wind-blown debris must be disposed of in the dumpsters or in a landfill.

Private Storm Drain Inlet:

Inspect and maintain the inlet, combination and cleanout boxes and the piping at least one time per year for sediment and debris buildup. (Typical for all storm drain structures)

Private Storm Drain Manhole:

Inspect and maintain the manhole and the piping at least one time per year for sediment and debris buildup. (Typical for all storm drain structures)

Storm Drain System Cleaning and Maintenance:

Procedure: It is important to storm water quality that the storm drain system be cleaned before sediment or debris build-up compromises the ability of the system to separate the water from the solids. The main system components involved in this separation are the sumps in the bottom of the storm drain structures.

Cleaning:

- Inspect/ clean storm water system facilities as needed, but annually at a minimum.
- Sweep paved areas regularly.
- The area between the bottom of the structure and the invert of the outlet pipe is known as the "sump". The sumps provide storage space for solids that have settled out and provide a lag time or resident time between inflow and outflow to allow those solids to settle out of suspension. Cleaning is best accomplished with a vacuum truck and no matter what method is used it must be done when there is no ongoing precipitation that would tend to wash the agitated water with sediment load into the outlet pipe.
- The detention basin system shall be cleaned as needed.
- The stormwater oil/water separator unit is a concrete box with sediment and oil chambers that can be cleaned with the use of a vacuum truck as needed.

Timing: All storm drain structures should be inspected for sediment and debris build-up at a minimum of one time per year but is best to be completed monthly.

Disposal: Material removed from the storm drain structures must be disposed of in a landfill.

