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Department of Public Works



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ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Dec 08 11:05 am FEE 0.00 BY JR
RECORDED FOR OREM CITY CORPORATION

**INSPECTION & STORM WATER
MAINTENANCE AGREEMENT**

Project Name and Address:

DEVON II
845 S 750 EAST
OREM, UT 84097

Parcel No(s): _____

Lot No(s) (if applicable): UNIVERSITY PLACE SUBDIVISION ASTON NORTH LOT 19

This Agreement is executed this 24 day of NOVEMBER, 2021, by and between the CITY OF OREM, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 56 North State Street, Orem, Utah 84057 (hereinafter referred to as the "CITY") and WOODTUSK II, a LIMITED LIABILITY COMPANY, with its principal offices located at/residing at 2733 E. PARLEYS WAY, SUITE 300, SALT LAKE CITY, UT 84107 (hereinafter referred to as "OWNER").

RECITALS

WHEREAS, OWNER is the owner of real property described as:

UNIVERSITY PLACE SUBDIVISION ^{ASTON} NORTH LOT 19

Said property is located at the Orem street address of 854S 750 EAST (hereinafter called the "Property").



WHEREAS, the CITY is authorized and required to regulate and control the disposition of storm and surface waters within the CITY, as set forth in the City of Orem's Storm Water Utility Ordinance, as amended ("Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in Utah Code §§ 19-5-101, *et seq.*, as amended ("Act"); 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 desires to build and maintain at OWNER's expense storm and surface water management facilities or improvements ("Storm Water Facilities" or "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; and

WHEREAS, OWNER has submitted to the CITY a description of all Storm Water Facilities, details and all appurtenance draining to and affecting the Storm Water Facilities and establishing the standard operation and routine maintenance procedures for the Storm Water Facilities, and control measures installed on the Property, ("Long-Term Storm Water Management Plan" or "Plan"), a copy of which is on file with the City of Orem and which is incorporated into this Agreement by reference; and

WHEREAS, the CITY requires that the OWNER comply with and incorporate into their Plan all of the City of Orem LTSWMP Standard Operating Procedures (SOPs) that apply to the property, as the CITY may amend from time to time.

WHEREAS, as a condition of development approval, and as required as part of the CITY's Small MS4 UPDES General Permit from the State of Utah, OWNER is required to enter into this Agreement establishing a means of documenting the execution of the Plan; and

WHEREAS, the CITY and the OWNER, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Orem, Utah require that on-site Storm Water Facilities be constructed and maintained on the Property.



COVENANTS

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

1. The Storm Water Facilities shall be constructed by the OWNER, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The OWNER, its successors and assigns, including any homeowners association, shall, at its own expense, adequately maintain the Storm Water Facilities in accordance with the Plan as well as the city LTSWMP SOPs incorporated in the Plan.. This includes all pipes and channels 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 is herein defined as good working condition so that these facilities are performing their design functions. OWNER acknowledges that OWNER is obligated to comply with all requirements as set forth in the Plan. If there are any differences between the Plan and any other site plans of subdivision approval documents, the Plan shall control.
3. The OWNER, its successors and assigns, including any homeowners association, shall ensure the Storm Water Facilities are inspected by a qualified professional biennially. The inspection report shall be due on September 29 with the first inspection report being due the year following development completion. OWNERS shall use the standard form provided by the City to complete the biennial report. The inspection report form may be obtained online or in person from the Storm Water Section of the City's Public Works Department. OWNER shall send a copy of the inspection record to the CITY. (Attention to: Storm Water Program Manager 1450 W 550 N Orem UT, 84057 or E-mail a copy to swmp@orem.org) OWNER shall be responsible for maintaining all inspection records and must make such records available to the CITY upon request. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure(s), pond/detention areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The OWNER, its successors and assigns, including any homeowners association, hereby grant permission to the CITY, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities whenever the CITY deems necessary. The purpose of inspection is to follow-up on reported or suspected deficiencies and/or respond to citizen complaints. The CITY shall provide the OWNER, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. This Agreement hereby grants to the CITY any and all maintenance easements set forth herein, in the Plan, or the final site plan as required to access and inspect the Storm Water Facilities.



6. In the event the OWNER, its successors and assigns, including any homeowners association, fails to maintain the Storm Water Facilities in good working condition acceptable to the CITY, the CITY may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the OWNER, its successors and assigns, including any homeowners association. This provision shall not be construed to allow the CITY to erect any structural storm water management facilities. It is expressly understood and agreed that the CITY is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the CITY.
7. In the event the CITY, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the OWNER, its successors and assigns, including any homeowners association, shall reimburse the CITY upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the CITY hereunder. 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 collection costs, including attorneys' fees and court costs, incurred by the CITY in collection of delinquent payments.
8. This Agreement imposes no liability of any kind whatsoever on the CITY. OWNER, its administrators, executors, success, heirs and assigns, including any homeowners association, hereby indemnifies and holds harmless the City, its authorized agents, officials, officers, employees, and volunteers 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 Storm Water Facilities by the OWNER or the City when the City acts in accordance with paragraph 8 of this Agreement. In the event a claim is asserted against the City, its authorized agents, officials, officers, employees, or volunteers, the City shall promptly notice the OWNER and the OWNER shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents, officials, officers, employees or volunteers shall be allowed, the OWNER shall pay for all costs and expenses in connection herewith.
9. **This Agreement shall be recorded among the land records of Utah County, Utah, and shall constitute a covenant running with the land, and shall be binding on the OWNER, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association. 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, including any homeowners association, and shall bind all present and subsequent owners of the Property described herein. Upon conveyance of the Property being completed, all covenants and obligations of the OWNER under this Agreement shall cease, but such covenants and obligations shall run with the land and shall be binding upon the subsequent owner(s) of the Property.**



10. The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, bylaws and other legal requirements applicable to their operation.
11. This Agreement shall be interpreted pursuant to the laws of the State of Utah.
12. Time shall be of the essence of this Agreement.
13. In the event that either party should be required to retain an attorney because of the default or breach of the other or to pursue any other remedy provided by law, then the non-breaching or non-defaulting party shall be entitled to a reasonable attorney's fee, whether or not the matter is actually litigated.
14. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include the other gender. The paragraphs and section headings in this Agreement contained are for convenience only and do not constitute a part of the provisions hereof.
15. No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.
16. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that both parties have participated in the preparation hereof.
17. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties hereto.
18. 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.



SIGNED and ENTERED INTO this 23 day of NOVEMBER, 20 21.

OWNER

WOODTUSK II L.L.C., a Utah limited liability company

By: WOODBURY MANAGEMENT COMPANY, L.C., a Utah limited liability company, Its Manager

By: [Signature]
O. Randall Woodbury or Guy R. Woodbury, Manager

By: [Signature]
W. Richards Woodbury, Chairman

By: ICO MULTIFAMILY HOLDINGS, LLC, a Utah limited liability company, Its Manager

By: [Signature]
James G. Seaberg, Manager

STATE OF UTAH)

SALT LAKE)
:SS.

COUNTY OF ~~UTAH~~)
MS

The above instrument was acknowledged before me by D. Randall Woodbury + W. Richards Woodbury + James G. Seaberg this 23rd day of Nov., 2021.



[Signature]
Notary Public
Residing in: _____
My commission expires: _____

CITY

[Signature]

MAINTENANCE DIVISION MANAGER

FOR CITY USE ONLY

Property description verified: [Signature]
Long-Term Storm Water Management Plan Approved: [Signature]
Agreement Reviewed & Approved by Storm Water Staff: [Signature]
Inspection and Storm Water Maintenance Agreement

Date: 12-6-21
Date: 12-6-21
Date: 12-6-21



Storm Water Questionnaire

Development Review Committee

You are required to fill out Section 1 below. You are also required to fill out section 2 if you are proposing to make any site improvements. If you are unsure if you are required to fill out Section 2, please contact Matt Petersen at 801-229-7574 or mpetersen@orem.org.

Section 1

1. Please provide the following information of the property owner.

Name: Woodtusk 8&8	Phone: 801-485-7770
Address: 2733 E. Parleys Way, Suite 300	City: Salt Lake City
Email: k_olson@woodburycorp.com	State: UT Zip: 84109

2. How will your proposed project affect the Orem City Storm Water system?

Minimal impact. Site will incorporate sumps to mitigate the amount of storm water sent to the City of Orem system from the buildings and private roadways. A storm drain with a sump is also being installed to take city storm water from 800 S. A storm drainage swale will be installed in the city landscaping on the east side of the building for the storm water to drain away from the building. The majority of this storm water in the swale will be from the right of way with a very small sliver of landscaping from next to the building or in an existing PUE will also be in this swale. Since the water is in landscaping it won't increase existing water that is going toward 800 E and will be collected in storm drainage boxes to prevent water from going over sidewalks. This water will be directed to the city storm drain on the south end of the project. This is the only location tied into the city storm water since the majority is already city storm water.

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Section 2

1. What is the total amount of land being disturbed? 3.12 acres

2. What are the proposed business operations for this project upon completion?

Residential apartments

3. What are the expected pollutants that will be generated after project completion due to business and maintenance operations that will need to be planned for and mitigated? Check all that apply.

<input checked="" type="checkbox"/> Sediments - Erosion or soils that are not stabilized.	<input checked="" type="checkbox"/> Nutrients - Animal waste, plant debris, sediment, fertilizers, etc.	<input checked="" type="checkbox"/> Hydrocarbons- Oils, gasoline, diesel fuel, antifreeze, etc.
<input checked="" type="checkbox"/> Heavy Metals - Manufacturing, industrial wastes, vehicles, etc.	<input type="checkbox"/> Toxic Chemicals - industrial chemicals, pesticides, etc.	<input checked="" type="checkbox"/> Trash, debris, solids
<input checked="" type="checkbox"/> Pathogens - Bacteria, Viruses, Animal/Human waste, etc.	<input checked="" type="checkbox"/> Salt - Salt piles, car washing, snow removal, etc.	<input type="checkbox"/> Temperature - Thermal Pollution, industrial waste water, etc.

Other - Please describe:

4. List how each of the individual expected pollutants from question 3 will be mitigated through your site design and/or Standard Operating Procedures.

The pretreatment catch basins are intended to capture hydrocarbons, sediments, heavy metals, trash, debris, and solids to prevent them from entering the infiltration facilities. Nutrients, and salt will be minimized using best practices to minimize impacts. There is a dog park in the area specifically for minimizing animal waste on the property. The property managers have a DNA program for all residents with animals and penalize residents for not collecting their personal animal waste if it is left anywhere on the property.

can be found on the Utah Division of Water Quality website at the link provided. Pages 43, 44, and 45 of the link contain flow charts to help determine appropriate BMPs.

5. Because storm water is considered a resource and not a waste product, what LID systems and/or practices have been evaluated and implemented into this project?

The storm drain is utilizing pretreatment catch basins that go into underground sumps. This will prevent water from going into the city storm drain system and will help recharge the ground water in the area.

6. If using LID systems and/or practices are found to be technically infeasible, you must provide a rationale as to why they are infeasible and what systems and/or practices were considered including alternatives.

7. If there will be multiple tenants within the scope of this project, who will ultimately be responsible for the inspection and maintenance on the storm drain system after completion of the project? (Individual, Company, HOA, etc.)

Owner

8. Please provide a narrative below that describes how the storm drain system is intended to work:

Bubble up boxes are being used for the roof drainage. Since the amount of landscaping available for the project is minimal, they have been located as far as physically possible before running into a catch basin or pretreatment catch basin. All the other storm water is being collected in a collection of catch basins that are directed toward pretreatment catch basins that are tied to underground sumps. There are small slivers of landscaping on the east side of the buildings that the water will mix with the city right of way storm water but it flows in a landscaped drainage swale. The landscaping should absorb most of the lower flow storm water and only high flow storms will enter the city storm drain.

9. How will this development's storm water impact downstream and upstream properties and roadways?

There will be very limited water from this project that will flow into the city storm drain. Since it is located in landscaping and is in an area that already drains to 800 E, there shouldn't be and impact on downstream or up stream properties.

The property owner is required to comply with and incorporate into their Long Term Storm Water Management Plan (LTSWMP) all of the City of Orem LTSWMP Standard Operation Procedures (SOP's), as the city may amend from time to time. A current copy of these can be located at

10. In addition to the City of Orem LTSWMP Standard Operating Procedures (SOP's), are there any site specific SOP's that need to be included in this LTSWMP? If so, please list them below.

Yes

No

11. Does your site include the use of any Underground Injection Control (UIC) Class V injection wells (dry wells, underground injection chambers, sumps, etc.) to address storm drainage discharge? If so, you must register these class V injection wells with the state UIC Program at [http://www.water.utah.gov/underground-injection-control](#). The UIC Facility ID can be found in your authorized-by-rule (ABR) from the state.

Yes

No

12. Please provide your UIC Facility ID here:

This is in the process of being registered.

13. If your site is industrial, have you applied for coverage under the state's General Multi-Sector Industrial Storm Water Permit at [http://www.water.utah.gov/industrial-storm-water-permit](#)?

Yes

No

14. Please provide your permit number here:

15. Do you plan on harvesting rainwater for reuse as irrigation water? If you are harvesting more than 100 gallons, you are required to register with the State of Utah Division of Water Rights at [http://www.water.utah.gov/rainwater-harvesting](#)

Yes

No

16. Please provide your permit number here:

17. Please provide all the parcel numbers for the parcels that this project will effect. Parcel numbers can be found at the

18:056:0147	18:056:0029
18:056:0148	08:056:0023
18:056:0022	18:056:0119

18. Attach a Long Term Storm Water Best Management Practicing (BMP) Site Map to this questionnaire. This is a required document. See below to view an example map.

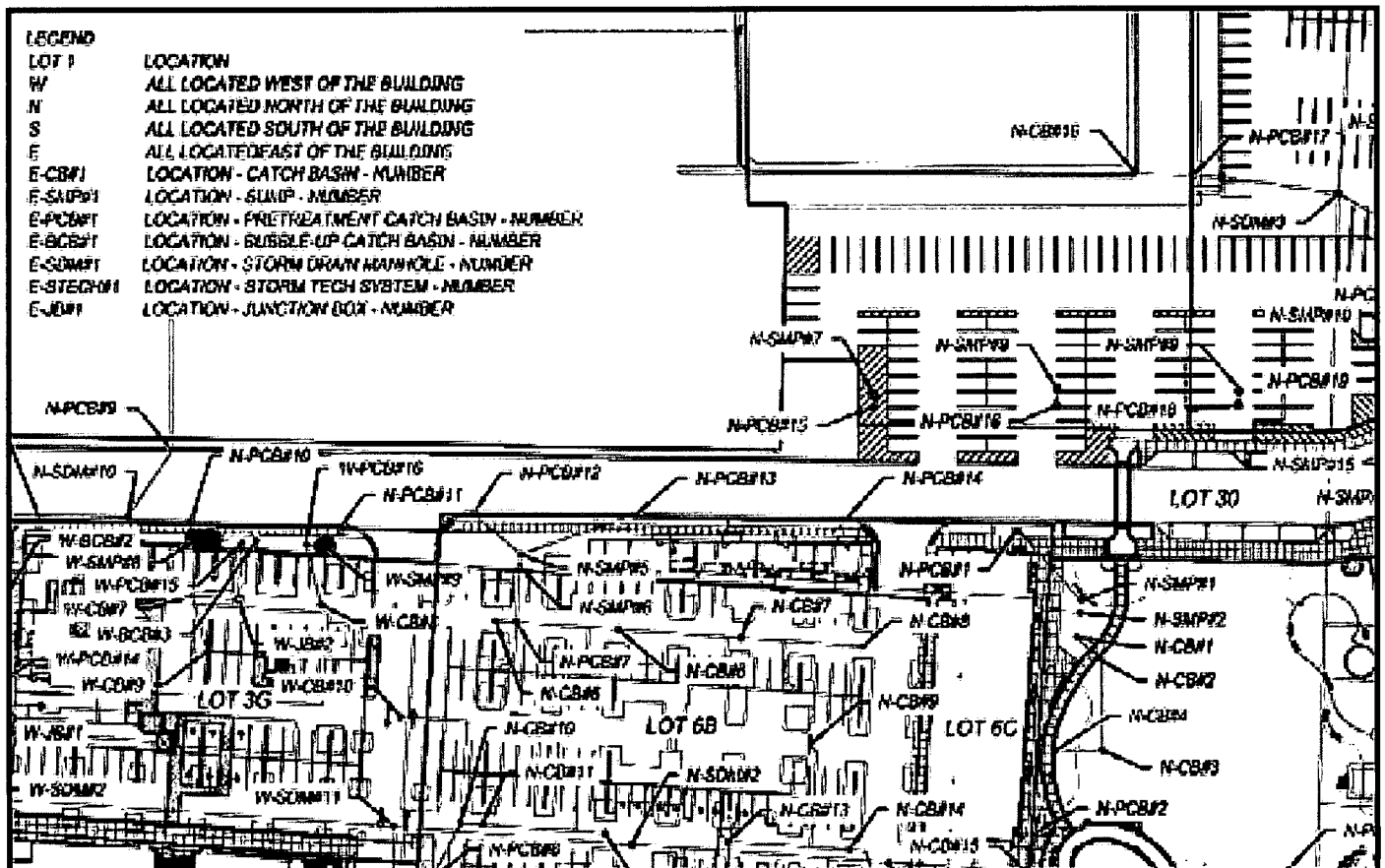
This map will need to show all of the permanent stormwater BMP's with each BMP labeled with a specific name, for example: Sump #1, Sump #2, Sump #3, Pretreatment Catch Basin #1, Pretreatment Catch Basin #2, Pretreatment Catch Basin #3, Inlet #1, Inlet #2, etc. Abbreviations may be used to name each BMP, for example: SMP #1, SMP #2, SMP #3, PCB #1, PCB #2, PCB #3, etc.

If abbreviations are used in naming the BMP's a key will need to be provided on the sheet. Examples of BMP's that will need to be shown and named are: Curb Cuts, Detention Ponds, Inlets, Pipes, Pretreatment Catch Basins, Rain Gardens, Retention Ponds, Roof Drains, Standard Catch Basins, Sumps, Swales, Underground Storage, etc. (See Orem City Code 23-4-8(8)(B)(i))

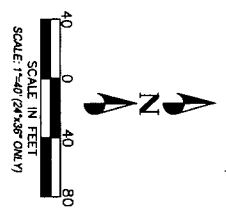
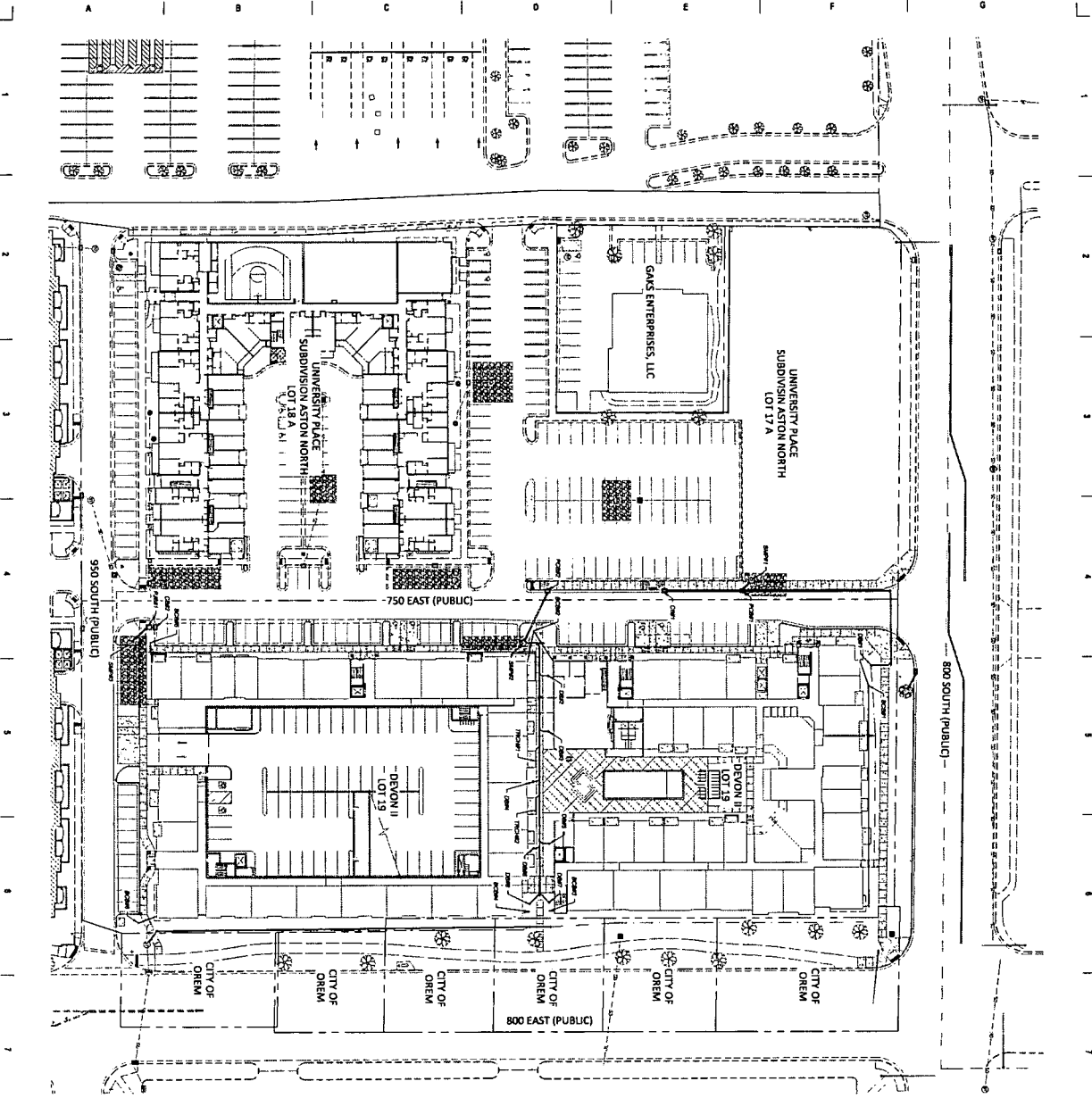
Feel free to contact Matt Petersen at 801-229-7574 or mpetersen@orem.org if you have questions or concerns.

Example Long Term Storm Water BMP Site Map:

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Handwritten signature or initials.



LEGEND
CATCH BASIN - NUMBER
POTABLE WATER MAIN - NUMBER
SEWER MAIN - NUMBER
SLOPE - NUMBER
TRENCH DRAIN - NUMBER

LONG TERM
STORMWATER PLAN
PROJECT # 1001-2021
DRAWN BY: [Name]
SCALE: 1"=40'

LONG TERM STORMWATER PLAN
WOODTUSK - DEVON II
800 SOUTH & 800 EAST
OREM, UTAH

REVISION DESCRIPTION

DATE



[Handwritten signature]

After review of this questionnaire, Orem City may require a maintenance agreement be made. If so determined, contact Matt Petersen at 801-229-7574 or mpetersen@orem.org.

Office Use Only: Is a maintenance agreement required for this project?

Yes

No

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