

16-1



12304711
06/21/2016 01:00 PM \$41.00
Book - 10444 Pg - 2075-2090
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CO TOWNSHIP SERVICES
N3-600
BY: SRP, DEPUTY - WI 16 P.

When recorded, mail to:

Salt Lake County
2001 South State St N3-600
Salt Lake City, Ut 84190-4050

Affects Parcel No(s): 16323760530000

**STORMWATER
MAINTENANCE AGREEMENT**

This Storm water Maintenance Agreement (this "Agreement") is made and entered into this ____ day of _____, 20____, by and between Salt Lake County, a body corporate and politic of the State of Utah (the "County"); and LOTUS HABITS, LLC (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 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 facilitate these anticipated changes, the Owner desires to build and maintain, at Owner's expense, storm and surface water management facilities, including structures, improvements, and/or vegetation to control the quantity and quality of the storm water (the "Storm water Facilities"); and

WHEREAS, the Storm water Facilities are shown in the final site plan or subdivision approved for the Property, in any related engineering drawings, and in any amendments thereto, which plans and drawings are 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 Storm water Facilities, which includes the operation and routine maintenance procedures required to enable the Storm water Facilities to perform their designed functions (the "Storm water Maintenance Plan"), 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, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Storm water Maintenance Plan; 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 County's approval of the Storm water Maintenance Plan, 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 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 Owner shall, at its sole cost and expense, operate and maintain the Storm water Facilities in strict accordance with the Storm water Maintenance Plan.

Owner's maintenance obligations shall be limited to structures, systems, and appurtenances on Owner's land, including all system and appurtenance built to convey storm water, as well as all structures, improvements, and vegetation provided solely to control the quantity and quality of the storm water. Maintenance, for purposes of this Agreement, is defined as good working condition so that the Storm water Facilities is performing their design functions. The Owner 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 Owner 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, including, but not limited to, the parking lots, structural improvements, 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 July 31, of each year and shall be in a form acceptable to the County.

SECTION 4

Oversight Inspection Authority. The Owner hereby grants 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 Owner. 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 the Storm water Maintenance Plan.

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 Owner written notice of the defects or deficiencies and provide the Owner with reasonable time to cure such defects or deficiencies. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the Property address.

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 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 Owner 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 a Citation punishable as a Misdemeanor. The County may also give written notice 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 Owner'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 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 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 Owner 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. Owner 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 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. 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 Owner 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 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

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 this Agreement.

[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

By: 
Title: Mayor

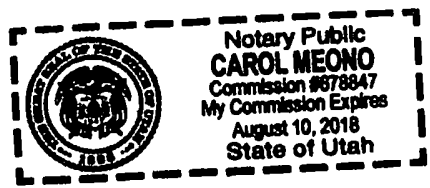
By: _____
Title: _____

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

The above instrument was acknowledged before me by Brian Wrigley,
this 21 day of June, 2014.


NOTARY PUBLIC
Residing in Salt Lake County

[SEAL]



ATTACHMENTS:

Exhibit A (Plat and Legal Description)

Exhibit B (Stormwater Management Plan)

Exhibit C (8.5" x 11" Grading and Drainage plan)

Record Descriptions

Beginning on the South Line of 3900 South Street at a point which is South 89°57'10" East 59.3 feet (record = East 59.9 feet) and South 0°09'39" West 7.00 feet (record = South 7.00 feet) from the Northwest Corner of Lot 10, Block 5, Ten Acre Plat "A", Big Field Survey, Salt Lake County, Utah, said point of beginning also being North 89°57'10" West along the monument Line 738.50 feet and South 0°09'38" West 40.00 feet from the monument at the intersection of 3900 South Street and 900 East Street; thence South 89°57'10" East along said South Line of 3900 South Street 295.33 feet (record = East 295.2 feet); thence South 0°08'01" West 118.03 feet (record = South 118.0 feet); thence South 89°57'20" East 185.09 feet (record = East 185.00 feet); thence South 0°06'58" West 198.22 feet (record = 196.18 feet); thence North 89°57'51" West 480.65 feet (record = West 480.2 feet); thence North 0°08'39" East 314.33 feet (record = North 314.18 feet) to the point of beginning.

Less and excepting the following description:

Beginning at a point which is North 89°57'10" West along the monument Line 738.50 feet and South 0°09'39" West 40.00 feet from the monument at the intersection of 3900 South Street and 900 East Street, and South 89°57'10" East along said South Line of 3900 South Street 295.33 feet (record = East 295.2 feet) and South 0°08'01" West 118.03 feet (record = 118.0 feet); and running thence South 89°57'20" East 185.09 feet (record = East 185.00 feet); thence South 0°06'58" West 198.22 feet (record = 196.18 feet); thence North 89°57'51" West 185.09 feet; thence due North 198.18 feet, more or less, to the point of beginning.

Exhibit B

Storm Water Management Plan



Lotus Tapestry

**832 East and 3900 South
Salt Lake County, Utah**

Salt Lake County, Utah
June 2016

This management plan is to direct the owner, operator, and their employees on proper procedures to maintain the on-site storm drain system and comply with Salt Lake County 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 parking lot shall be swept on a monthly basis to collect all waste debris. All wash water, 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 "Parking Lot Sweeping/Vacuuming".

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".

Landscape Maintenance

The landscaping shall be maintained on a weekly basis. All grass clippings and other landscape debris shall be swept up and disposed of in a waste container. Any fertilizers and pesticides used shall be applied per the manufacturer's recommendations. Refer to the attachment at the rear of the report labeled "Landscape maintenance".

Storage of Chemicals, cleaners, solvents and oils

Any chemicals (i.e. chlorine, quaternary ammonia, etc.) located in common areas such as the pool area will be stored in their original containers in a secure location.

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 permitted at this site. These discharges include process wastewaters; cooling waters, wash waters, and sanitary wastewater. Non-storm water discharges should be disposed of at an appropriately designated location.

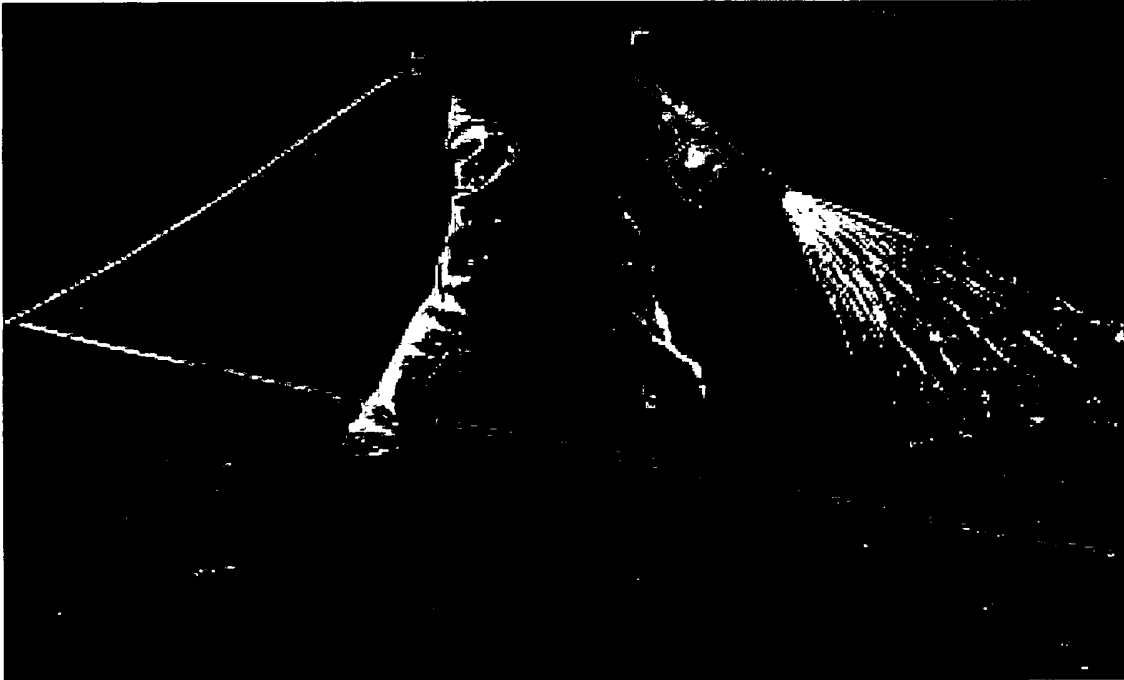
Oil/Water Separators and Water Quality Inlets

Storm water for this development will be directed to a common development detention pond. Storm water for the development is treated after exiting the detention pond. The maintenance of the detention pond and treatment system are the responsibilities of the management team for the overall site.

Records of Maintenance, Inspection, and Training

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.

Landscape Maintenance



Description:

Maintain landscaped areas in order to prevent excess build up of organic debris or chemical pollution that could clog, pollute or adversely affect downstream stormwater facilities.

Approach:

1. Keep lawns, shrubs, and trees properly pruned to prevent debris from building up at storm drain inlet locations.
2. Dispose of organic waste properly at an off-site location.
3. If bark, mulch, rock, or any type of Xeriscaping is used, inspect parking areas frequently and return any excess material to the landscape area as needed.
4. Use caution when applying fertilizer, weed control, or any other type of chemical to landscaped areas to prevent over spray entering any private/public storm drain facility.

Limitations:

1. There are no major limitations to this BMP.

Maintenance:

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

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 with a maximum cleaning interval of 12 months.
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:

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

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

Sweeping/Vacuumping



Description:

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

Approach:

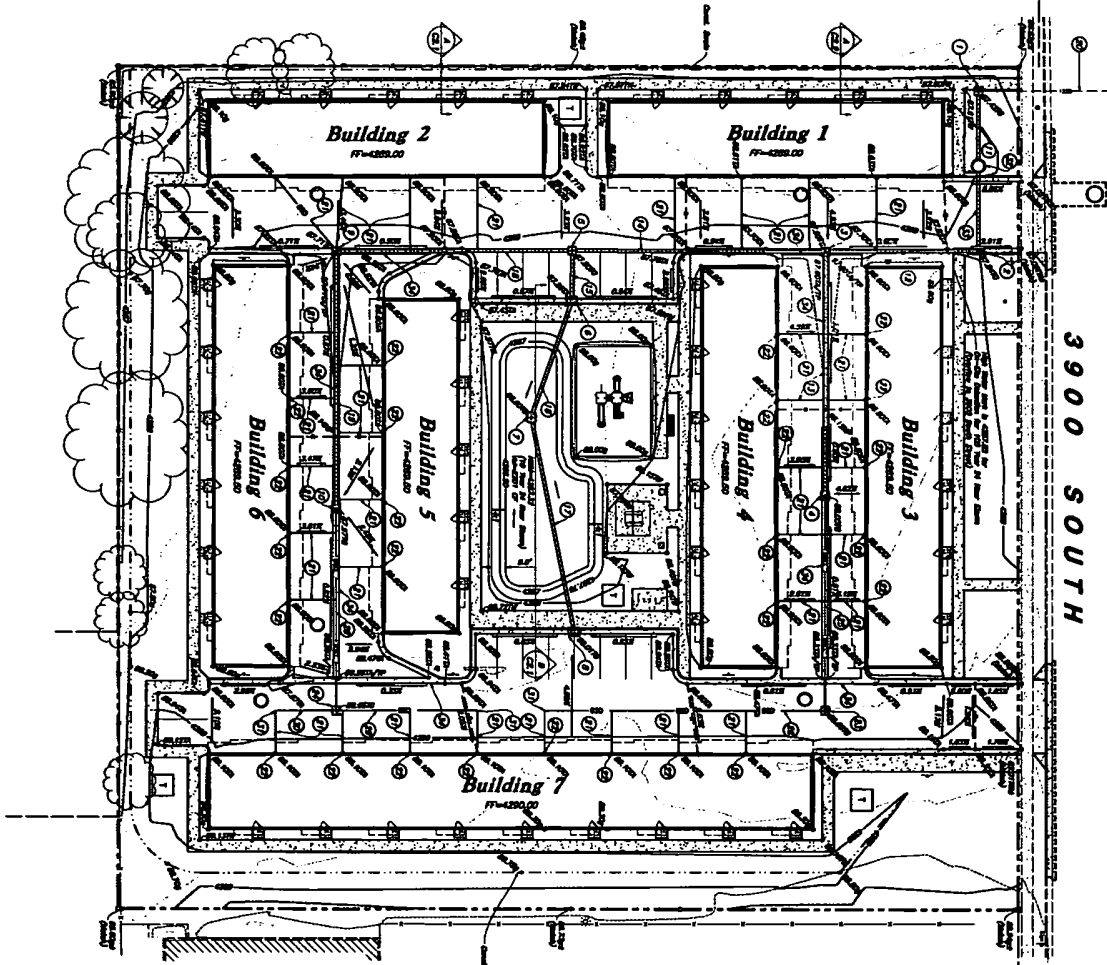
1. Restrict parking prior to and during sweeping.
2. Establish frequency of sweeping based on anticipated need and observations of debris or sediment accumulation.
3. Increase sweeping frequency just before any rainy season.
4. Lots that generate greater amounts of debris or sediment must be swept more 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:

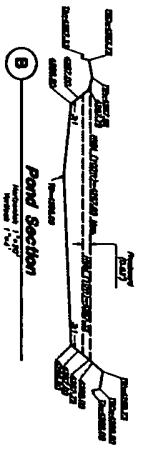
1. Conventional sweepers are not able to remove oil and grease.
2. Mechanical sweepers are not effective at removing finer sediments.
3. Effectiveness may also be limited by parking lot conditions, presence of parked vehicles, presence of construction project, climatic conditions, and conditions of curbs.

Maintenance:

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



3900 SOUTH



Appendix Construction Notes

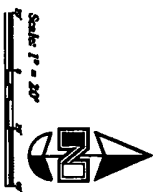
1	50' x 10' Area	1	50' x 10' Area
2	50' x 10' Area	2	50' x 10' Area
3	50' x 10' Area	3	50' x 10' Area
4	50' x 10' Area	4	50' x 10' Area
5	50' x 10' Area	5	50' x 10' Area
6	50' x 10' Area	6	50' x 10' Area
7	50' x 10' Area	7	50' x 10' Area
8	50' x 10' Area	8	50' x 10' Area
9	50' x 10' Area	9	50' x 10' Area
10	50' x 10' Area	10	50' x 10' Area
11	50' x 10' Area	11	50' x 10' Area
12	50' x 10' Area	12	50' x 10' Area
13	50' x 10' Area	13	50' x 10' Area
14	50' x 10' Area	14	50' x 10' Area
15	50' x 10' Area	15	50' x 10' Area
16	50' x 10' Area	16	50' x 10' Area
17	50' x 10' Area	17	50' x 10' Area
18	50' x 10' Area	18	50' x 10' Area
19	50' x 10' Area	19	50' x 10' Area
20	50' x 10' Area	20	50' x 10' Area
21	50' x 10' Area	21	50' x 10' Area
22	50' x 10' Area	22	50' x 10' Area
23	50' x 10' Area	23	50' x 10' Area
24	50' x 10' Area	24	50' x 10' Area
25	50' x 10' Area	25	50' x 10' Area
26	50' x 10' Area	26	50' x 10' Area
27	50' x 10' Area	27	50' x 10' Area
28	50' x 10' Area	28	50' x 10' Area
29	50' x 10' Area	29	50' x 10' Area
30	50' x 10' Area	30	50' x 10' Area

General Construction Notes:

1. All grading shall be in accordance with the project specifications.
2. All drainage shall be in accordance with the project specifications.
3. All structures shall be in accordance with the project specifications.
4. All utilities shall be in accordance with the project specifications.
5. All materials shall be in accordance with the project specifications.
6. All work shall be in accordance with the project specifications.
7. All dimensions shall be in accordance with the project specifications.
8. All elevations shall be in accordance with the project specifications.
9. All notes shall be in accordance with the project specifications.
10. All details shall be in accordance with the project specifications.
11. All construction shall be in accordance with the project specifications.
12. All work shall be in accordance with the project specifications.
13. All materials shall be in accordance with the project specifications.
14. All dimensions shall be in accordance with the project specifications.
15. All elevations shall be in accordance with the project specifications.
16. All notes shall be in accordance with the project specifications.
17. All details shall be in accordance with the project specifications.
18. All construction shall be in accordance with the project specifications.
19. All work shall be in accordance with the project specifications.
20. All materials shall be in accordance with the project specifications.
21. All dimensions shall be in accordance with the project specifications.
22. All elevations shall be in accordance with the project specifications.
23. All notes shall be in accordance with the project specifications.
24. All details shall be in accordance with the project specifications.
25. All construction shall be in accordance with the project specifications.
26. All work shall be in accordance with the project specifications.
27. All materials shall be in accordance with the project specifications.
28. All dimensions shall be in accordance with the project specifications.
29. All elevations shall be in accordance with the project specifications.
30. All notes shall be in accordance with the project specifications.

Grade and Drainage Construction Notes:

1. All grading shall be in accordance with the project specifications.
2. All drainage shall be in accordance with the project specifications.
3. All structures shall be in accordance with the project specifications.
4. All utilities shall be in accordance with the project specifications.
5. All materials shall be in accordance with the project specifications.
6. All work shall be in accordance with the project specifications.
7. All dimensions shall be in accordance with the project specifications.
8. All elevations shall be in accordance with the project specifications.
9. All notes shall be in accordance with the project specifications.
10. All details shall be in accordance with the project specifications.
11. All construction shall be in accordance with the project specifications.
12. All work shall be in accordance with the project specifications.
13. All materials shall be in accordance with the project specifications.
14. All dimensions shall be in accordance with the project specifications.
15. All elevations shall be in accordance with the project specifications.
16. All notes shall be in accordance with the project specifications.
17. All details shall be in accordance with the project specifications.
18. All construction shall be in accordance with the project specifications.
19. All work shall be in accordance with the project specifications.
20. All materials shall be in accordance with the project specifications.
21. All dimensions shall be in accordance with the project specifications.
22. All elevations shall be in accordance with the project specifications.
23. All notes shall be in accordance with the project specifications.
24. All details shall be in accordance with the project specifications.
25. All construction shall be in accordance with the project specifications.
26. All work shall be in accordance with the project specifications.
27. All materials shall be in accordance with the project specifications.
28. All dimensions shall be in accordance with the project specifications.
29. All elevations shall be in accordance with the project specifications.
30. All notes shall be in accordance with the project specifications.



	<p>Grading and Drainage Plan</p> <p>Lotus Tapestry 812 East 3900 South Salt Lake City, Utah</p>	<p>ANDERSON WAHLEN & ASSOCIATES 2010 North Redwood Road, Salt Lake City, Utah 84116 801-521-8529 - www.ana-engineers.com</p>	<p>DATE: 05/09/16</p> <p>BY: [Signature]</p>
			<p>PROJECT NO: C21</p> <p>DATE: 04 MAY 2016</p>