248

When recorded, mail to:

Draper City Recorder 1020 Pioneer Rd. Draper City, UT 84020

Affects Parcel No: 28-29-377-030

12875270

10/26/2018 02:18 PM \$0.00

Book - 10725 Pa - 2738-2766

ADAM GARDINER

RECORDER, SALT LAKE COUNTY, UTAH

CITY OF DRAPER

1020 E PIONEER RD

DRAPER UT 84020

BY: PSP, DEPUTY - MA 29 P.

LONG TERM STORMWATER MANAGEMENT AGREEMENT

This Long Term Stormwater Management Agreemen	nt ("Agreement") is made and
entered into this <u>28</u> day of <u>Aus</u>	, 20 <u>/</u> &,
by and between Draper City, a Utah municipal corpo	oration ("City"), and
JPH LLC	
a Utch LLC	("Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the MS4, as set forth in the Orcea City Stormwater 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 ("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 ("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 accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner is required to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Stormwater Facilities"); and

WHEREAS, the Stormwater 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 ("Development Plan"); and

WHEREAS, summary description of all Stormwater Facilities, details and all appurtenance draining to and affecting the Stormwater Facilities and establishing the standard operation and routine maintenance

procedures for the Stormwater Facilities, and control measures installed on the Property, ("Long Term Stormwater Management Plan") more particularly shown in Exhibit "B" on file with the City Recorder and, WHEREAS, a condition of Development Plan 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 Long Term Stormwater Management 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 City's approval of the Long Term Stormwater Management Plan, and the mutual covenants contained herein, the parties agree as follows:

Section 1

Construction of Stormwater Facilities. The Owner shall, at its sole cost and expense, construct the Stormwater Facilities in accordance with the Development Plans and specifications, and any amendments thereto which have been approved by the City.

Section 2

Maintenance of Stormwater Facilities. The Owner shall, at its sole cost and expense, adequately maintain the Stormwater Facilities. Owner's maintenance obligations shall include all system and appurtenance built to convey stormwater, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Stormwater Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Stormwater Facilities in good working condition.

Section 3

Annual Maintenance Report of Stormwater Facilities. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to the MS4 annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Stormwater Facilities. The annual inspection shall cover all aspects of the Stormwater 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 June 30th of each year and shall be on forms acceptable to the City.

Section 4

City Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice not less than three business days to the Owner. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Stormwater Facilities Maintenance Plan.

Section 5

Notice of Deficiencies. If the City finds that the Stormwater Facilities contain any defects or are not being maintained adequately, the City shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time, but not less than sixty (60) days, to cure such defects or deficiencies. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the address listed on the County Tax Assessor.

Section 6

Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Stormwater Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.

Section 7

City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided in Section 5 and failure to cure, then, upon Owner's failure to cure or correct within thirty days following a second notice delivered to Owner, the City may issue a Citation punishable as a Misdemeanor in addition to any State or EPA fine. The City may also give written notice that the facility storm drain connection will be disconnected. Any damage resulting from the disconnection is subject to the foregoing cure periods. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in

lieu of any and all equitable remedies available to the City 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 City, 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 City system, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. 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 attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

Section 9

Successor and Assigns. This Agreement shall be recorded in the County Recorder's Office 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. Any and all suits for any claims or for any and every 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 City, and the Owner agrees to hold the City harmless from any liability in the event the Stormwater Facilities fail to operate properly. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from failure of Owner to comply with its obligations under this agreement relating to the Stormwater Facilities.

Section 13

Amendments. This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Salt Lake County Recorder's Office.

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 the Agreement.

Section 15

Exhibit B. The Long Term Stormwater Management Plan (LTSWMP) must adapt to change in good judgment when site conditions and operations change and when existing programs are ineffective. Exhibit B will not be filed with the agreement at County Recorder but is included by reference and kept on file with the City Recorder. Revision applications must be filed with the City Storm Water Division and amended into the LTSWMP on file with the Draper City recorder.

LONG TERM STORMWATER MANAGEMENT PLAN AGREEMENT

SO AGREED this 28 day of 1	1 4 20 18 .	
PROPERTY OWNER	,	
Ву:	Title: Memba/monage	-
Ву:	_ Title:	
STATE OF UTAH)		
:ss. COUNTY OF SALT LAKE)		
The above instrument was acknowledged by day of August Notary Public Residing in: Salt Lake My commission expires: 12.30.2018	TERESA PROFF Notary Public • State of i Commission # 6805 My Commission Expire December 30, 2018	I T Utah 07 es
David Dobbins, City Man	Date: 10-25 78. Approved as to Form	CORPORATE SEAL 1978
City Recorder STATE OF UTAH		
:ss. COUNTY OF SALT LAKE)	City Attorney	
The above instrument was acknowledged by 25 day of 00 to ber Kellie Challbru	20 <u>18</u> .	S
Notary Public Residing in: Salt Lake Cou		
Residing in: Salt Lake Color My commission expires: $\sqrt{2n-7}$, 2		
the commission expires.	: · I	
		LTSWMP

Attachments:

Exhibit A: Legal Description

Exhibit B: Long Term Stormwater Management Plan; Filed with Draper City Recorder

EXHIBIT A

PARCEL 28-29-377-030\

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN

DESCRIPTION

Beginning at a point North 54.45 feet and West 409.20 feet and North 4 deg. 30' East 49.50 feet and West 24.29 feet from the South quarter corner of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian, thence East 224.22 feet more or less, to an existing fenceline; thence South 4 deg. 12'53" West 74 feet more or less, along said fenceline; thence South 89 deg. 59'55" West 224.81 feet more or less; thence North 4 deg. 40'21" East 74.05 feet more or less to the point of beginning.

EXHIBIT B

Long Term Stormwater Management Plan

for:

Kimball Apartments 967 East 12600 South Draper, UT 84020

PURPOSE AND RESPONSIBILTY

As required by the Clean Water Act and resultant local regulations, including Draper City Municipal Separate Storm Sewer Systems (MS4) Permit, those who develop land are required to build and maintain systems to minimize litter and contaminants in stormwater runoff that pollute waters of the State.

This Long-Term Stormwater Management Plan (LTSWMP) describes the systems, operations and the minimum standard operating procedures (SOPs) necessary to manage pollutants originating from or generated on this property. Any activities or site operations at this property that contaminate water entering the City's stormwater system and generate loose litter must be prohibited, unless SOPs are written to manage those activities or operations, and amended into this LTSWMP.

The Jordan River is impaired and has a TMDL. The LTSWMP is aimed at addressing these impairments in addition to all other pollutants that can be generated by this property.

CONTENTS

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

SECTION 2: TRAINING

SECTION 3: RECORDKEEPING

SECTION 4 APPENDICES

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

The site infrastructure and operations described in this Section are limited at controlling and containing pollutants and if managed improperly can contaminate the environment. The LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the limitations of the site infrastructure. The property manager must use good judgment and conduct operations appropriately, doing as much as possible indoors and responsibly managing operations that must be performed outdoors.

Impervious Areas, Parking, Sidewalk and Patio

<u>Description:</u> The site is 72 percent impervious surface, comprising asphalt parking and concrete walking surfaces. These surfaces slope to catch basins on site.

<u>Water Quality Impact:</u> Improper use or maintenance of the site could increase pollutant loadings in Jordan River.

<u>Standard Operating Procedure:</u> The Sweeping SOP and The Pavement Washing SOP will be used as appropriate if pollutants or hazardous materials collect on these areas.

Storm Drain System

<u>Description:</u> Roof drainage and site drainage are collected into catch basins, detained per the city ordinance, and released to the Municipal Separate Storm Sewer System (MS4).

<u>Water Quality Impact:</u> Disposal of pollutants through the storm drain, failure to inspect and clean the storm drain system when dirty, could increase pollutant loadings in Jordan River.

<u>Standard Operating Procedure:</u> The Storm Drain Maintenance SOP will be used to manage this system.

Landscaping

<u>Description:</u> The site is 28 percent landscape surface. These areas will be landscaped with sod, plantings, or planters. These areas slope to catch basins on site, or, in limited cases, to the city right-of-way.

<u>Water Quality Impact:</u> Excessive fertilizing, improper landscape maintenance, or failure to maintain the landscaping could increase pollutant loadings in Jordan River.

<u>Standard Operating Procedure:</u> The Landscape Maintenance SOP will be used to manage these areas.

Waste Management

<u>Description:</u> On-site waste is managed through a waste collection dumpster. The dumpster will be contracted to a waste manager. Improper use of the dumpster will negatively impact water quality.

<u>Water Quality Impact:</u> Overfilling, failure to keep the lid closed, or removing the bilge plug could increase pollutant loadings in Jordan River.

<u>Standard Operating Procedure:</u> The Waste Management SOP will be used to control this potential risk.

De-icing Operations

<u>Description:</u> Ice reduction or removal will be managed by the property manager through the use of commercially available salt or ice-melt products.

<u>Water Quality Impact:</u> Overuse, spillage, failure to remove salt or ice-melt once dry, could increase pollutant loadings in Jordan River.

<u>Standard Operating Procedure:</u> The De-icing Operations SOP will be used to control this potential risk.

SECTION 2: TRAINING

Ensure that all employees and maintenance contractors know and understand the SOPs specifically written to manage and maintain the property. Maintenance contractors must use the stronger of their Company and the LTSWMP SOPs. File all training records in Appendix C.

SECTION 3: RECORDKEEPING

Maintain records of operation and maintenance activities in accordance with SOPs.

Mail a copy of the record to **Draper City Storm Water** annually.

Draper City Storm Water Division 72 E. Sivogah Ct. Draper, UT 84020 801-576-6557

SECTION 4: APPENDICES

Appendix A- Site Drawings and Details

Appendix B- SOPs

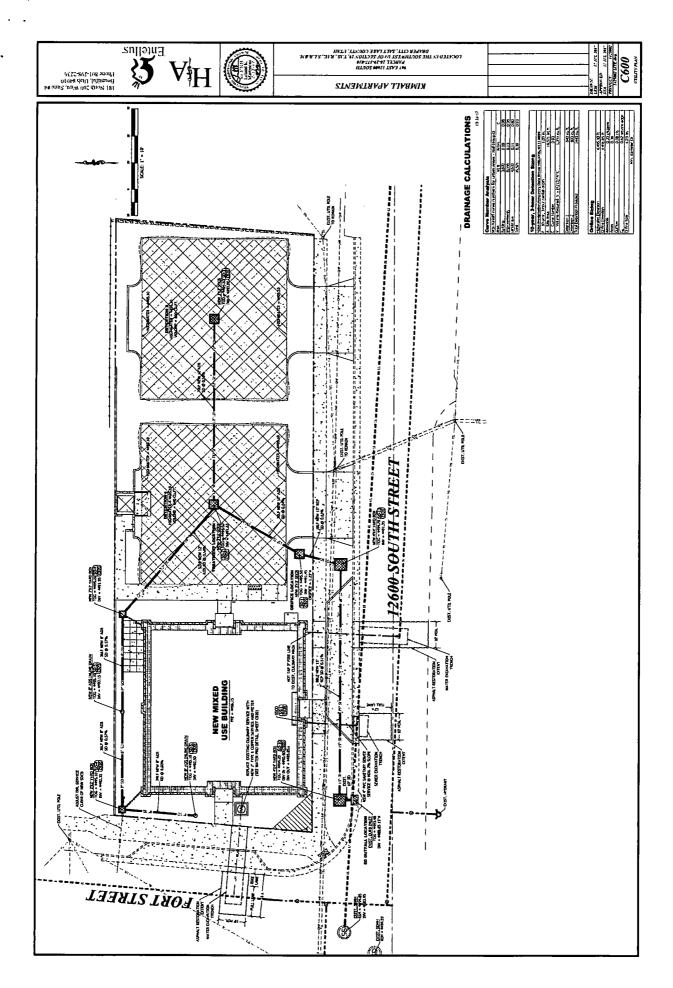
Appendix C- Recordkeeping Documents

APPENDIX A - SITE DRAWINGS AND DETAILS

Site Plan - Sheet C400

Grading Plan – Sheet C500

Utility Plan - Sheet C600



APPENDIX B - SOPs

Sweeping

Pavement Washing

Storm Drain Maintenance

Waste Management

De-icing operations

SWEEPING

General

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

Rule

Prevent debris on concrete or asphalt areas from entering the storm drain system, by preventing their build-up on the site.

Inspection

Site is to be inspected weekly, or after any wind storm or other event leaving debris on the site.

Maintenance

Debris is to be swept up and properly disposed whenever it accumulates.

Documentation

All Inspection or Maintenance activities are to be documented in a log.

Training

Staff to be trained yearly.

Training material shall be this SOP.

Evaluation

Owner is to evaluate the effectiveness of this SOP and amend its frequency or requirements if necessary.

PAVEMENT WASHING

General

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

Rule

Prevent waste fluids, detergents, hazardous materials or other pollutants from entering the storm drain system, by preventing their build-up on the site.

Materials

Containment boom or sorbent sock

Containment Procedures

Dam the inlet using a material that seals itself to the pavement. Dam the storm drain system if pollutants have already entered.

Disposal Procedure

Non-hazardous materials may be soaked, vacuumed, or swept up, as appropriate, and disposed of in a waste management facility such as a dumpster. Any hazardous materials are to disposed of as required in the material MSDS.

Frequency

No regular frequency. To be performed in the event of a spill.

Documentation

Any materials stored or used on site that requires a MSDS shall be entered into the log, and the MSDS

All Containment or Disposal activities are to be documented in a log.

Training

Staff to be trained at hire, and yearly thereafter.

Training material shall be this SOP, as well as MSDS sheets for any materials used on site or in the building.

LANDSCAPE MAINTENANCE

General

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

Rule

Prevent excess fertilizer, pesticides and landscape debris entering the storm drain system, by preventing their build-up on the site.

Project Procedure

- Remove or contain erodible materials prior to forecast wind or rainfall events.
- Stabilized landscaped areas as soon as is feasible.
- Lightweight materials to be managed or covered until permanently placed.
- Operational Controls

Strategic staging of materials to limit exposure.

Avoid multiple-day staging of backfill or spoil.

Haul off spoil as generated, or daily.

Structural Controls

Inlet protection (wattles, sand bags, dirt dams)

Boundary containment (silt fence, wattles)

Dust Control (water hose)

Cleanup as required or daily.

Maintenance Procedure

- Landscaping debris is to be swept up, or blown back onto vegetated areas directly after landscaping activities.
- Prevent overspray when applying fertilizer. Excess fertilizer is to be swept up or blown back on to vegetated ground.
- Prevent overspray when using pesticides. Use spot treatment when possible. When using dry pesticides, sweep up excess or blow back into vegetated areas.

Waste Disposal

Dispose of waste according to the Waste Management SOP.

Training

Staff to be trained yearly.

Training material shall be this SOP.

WASTE MANAGEMENT

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

Application:

This SOP is intended for all Staff, for the proper disposal of common everyday waste.

Waste Collection Devices (Exposed units):

The site has a 6yd dumpster with lid.

Waste Disposal Restrictions for all waste

- Generally most waste generated at this facility, and waste from spill and clean up operations can be disposed in our dumpsters under the conditions listed in this SOP. Unless other disposal requirements are specifically identified by the product SDS or otherwise specified in other SOPs.
- Know the facility disposal requirements and restrictions. It should not be assumed that all waste disposed in collection devices will be disposed at the Trans-Jordan Landfill.
- Review Trans-Jordan Landfill regulations for additional restrictions and understand what waste is prohibited in the Trans-Jordan Landfill. Ensure the SDS and Trans-Jordan Landfill regulations are not contradictory.

Generally the prohibited waste is:

- Liquid:
- paint
- pesticides/fertilizers
- oil (all types)
- antifreeze
- batteries
- liquid chemicals
- etc.

(Generally, all the above hazardous waste when involved in minor spill cleanup operations can be disposed in covered dumpsters and our waste bays, if the liquid is contained in sorbent material, e.g. sand, dirt, loose absorbent, pads, booms etc., and transformed or dried such that it will not drip. This is not intended for whole sale disposal of out dated or spent liquid hazardous waste. When disposal of out dated or spent liquid is needed or for questions of how to

dispose of other waste, contact the Salt Lake County Health Department (SLCo HD) for instructions and locations, 801-468-3862).

Waste Disposal Required for Salt Lake Valley Landfill or other:

- Generally this will be waste not accepted by the Trans-Jordan Landfill.
- Follow SDS for disposal requirements. Review Salt Lake Valley Landfill regulations for additional restrictions and understand what waste is prohibited in the Salt Lake Valley Landfill. Ensure the SDS and Salt Lake Valley Landfill regulations are not contradictory

Generally, this will be liquid waste of most chemical types. General rules are:

- Get approval prior to delivery.
 Transport waste in secure leak proof containers that are clearly labeled.
- Lookup and follow disposal procedures for disposal of waste at other EPA approved sites, the SLCo HD # is a good resource, 385-468-3862

General Staff Maintenance Practices:

Prevent dumpsters and receptacles from becoming a pollution source by:

- Closing lids, or covering when other covers are used.
- Reposition tipped receptacles upright.
- Report full or leaking and unsecured dumpsters and receptacles to the departments or divisions responsible for them. Determine source liquids and prevent it.
- Report any eminent pollutant hazard related to dumpsters and receptacles to your supervisor.

Training:

Annually and at hire

DE-ICING OPERATIONS

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

Application:

Parking lot and sidewalk winter management operations. Including but not limited to: De-icer storage, application amounts, and cleanup.

De-icer storage

De-icer is to be stored indoors.

Application amounts

De-icer is to applied to icy patches or in anticipation of ice accumulation Avoid excessive application.

De-icer applied to landscape areas is to be retrieved if possible.

Cleanup

Remaining de-icer is to be swept up when the storm has dried.

Training:

Annually and at hire.

APPENDIX C - PLAN RECORDKEEPING DOCUMENTS

MAINTENANCE/INSPECTION SCHEDULE

Frequency	Site Infrastructure.	
W	Sweeping	
U	Pavement Washing	
S	Storm Drain Maintenance	
W	Landscape Maintenance	
W	Waste Management	
S	De-icing Operations	

Inspection Frequency Key: A=annual, Q=Quarterly, M=monthly, W=weekly, S=following appreciable storm event, U=Unique infrastructure specific (specify)

RECORD INSPECTIONS IN THE MAINTENANCE LOG

Inspection Means: Either; Traditional walk through, Awareness/Observation, and during regular maintenance operations while noting efficiencies/inefficiencies/concerns found, etc.

MAINTENANCE LOG

Date	Maintenance Performed/Spill Events. Perform Maintenance per SOPs	Observation Notes, including but not limited to; Inspection results, Observations, System Performance (effectiveness/inefficiencles), SOP Usefulness, Concerns, Necessary Changes	Initials
			
			
			+

Contact the Stormwater Division for an example of a maintenance/inspection log xxx-xxxx

	Annual Summary of LTSWMP effectiveness, inefficiencies, problems, necessary changes etc.			
ļ.				

^{*}You may create your own form that provides this same information or request a word copy of this document.

Annual SOP Training Log per Section 2

SOP	Trainer	Employee Name / Maintenance Contractor Co	Date
		-	

^{*}You may create your own form that provides this same information or request a word copy of this document.