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Book - 10908 Pg - 3329-3338
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ENSIGN ENGINEERING
ATTN CHERISE
45 W 10000 S STE 500
SANDY UT 84070
BY: STA, DEPUTY - WI 10 P.

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

Project Name: Alta View Commercial

Address: 10273 South 1300 East, 10291 South 1300 East, 10305 South 1300 East, 10315 South 1300 East, and 10365 South 1300 East

Parcel ID# 28-16-101-005, 28-16-101-024, 28-16-101-025-0000, 28-16-101-008, and 28-16-101-009 respectively

Post-Construction Storm Water Maintenance Agreement

WHEREAS, the Property Owner Alta View Associates recognizes that the Storm Water Facilities (hereinafter referred to as "Facilities") must be maintained for the development called Alta View Commercial, located at 10305 South 1300 West 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 2nd day of March, 20 20

PROPERTY OWNER 1

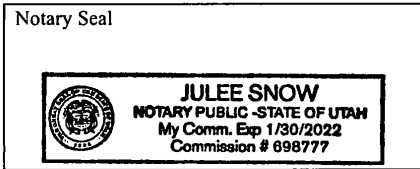
BY: Michael Papanikolas

Title: _____

STATE OF Utah)
)
COUNTY OF Salt Lake)

On this 2nd day of March, 20 20, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Michael Papanikolas, the _____ of Magna Investment Pte., 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.



Julie Snow
(Signature of Notary)

My Commission Expires: 1/30/2022

So AGREED this 2nd day of March, 20 20

PROPERTY OWNER 2

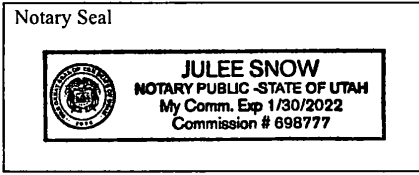
BY: Michael Papanikolas

Title: _____

STATE OF Utah)
)
COUNTY OF Salt Lake)

On this 2nd day of March, 20 20, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Michael Papanikolas, the _____ of Alta View Associates, 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.



Julie Snow
(Signature of Notary)

My Commission Expires: 1/30/2022

So AGREED this 2nd day of March, 2020

PROPERTY OWNER 3

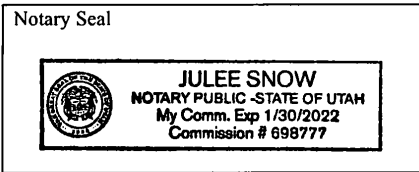
BY: Brandon Halliday

Title: Director

STATE OF Utah)
COUNTY OF Salt Lake)ss

On this 2nd day of March, 2020, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Brandon Halliday, the director of White Investments, 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.



Julie Snow
(Signature of Notary)

My Commission Expires: 1/30/2022

Alta View Shopping Center, LLC

PROPERTY OWNER 4

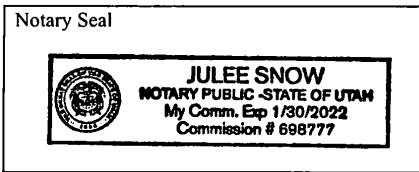
BY: Steven Usdan

Title: managing member of CCA Acquisition Company, LLC

STATE OF Utah)
COUNTY OF Salt Lake)ss

On this 4th day of March, 2020, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Steven Usdan, the manager of Alta View Shopping Center, 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.



Julee Snow
(Signature of Notary)

My Commission Expires: 1/30/2022

Approved as to form:
BY: [Signature]
Public Utilities

Date: 3/10/2020

- 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

Alta View Commercial Plat

Beginning at the intersection of Sego Lily Lane and 1300 East Street, said point being South 00°38'03" West 213.12 feet along the section line and South 89°21'57" East 72.01 feet from the Northwest Corner of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running

thence North 45°32'01" East 26.55 feet along the Southerly Right-of-Way Line of Sego Lily Lane;

thence South 89°49'00" East 38.15 feet along the Southerly Right-of-Way Line of Sego Lily Lane;

thence Northeasterly 260.67 feet along the arc of a 740.00 foot radius curve to the left (center bears North 00°11'00" East and the chord bears North 80°05'31" East 259.32 feet with a central angle of 20°10'58") along the Southerly Right-of-Way Line of Sego Lily Lane;

thence Northeasterly 171.87 feet along the arc of a 660.00 foot radius curve to the right (center bears South 19°59'58" East and the chord bears North 77°27'39" East 171.39 feet with a central angle of 14°55'14") along the Southerly Right-of-Way Line of Sego Lily Lane;

thence South 32°00'00" East 265.91 feet;

thence North 78°50'39" East 39.76 feet to the Westerly Boundary Line of Hearthstone "Amended" Subdivision Plat, recorded as Entry No. 9594199 in Book 2005P at Page 405 in the Office of the Salt Lake County Recorder;

thence South 18°04'11" East 231.81 feet along the West Boundary Line of said Hearthstone "Amended" Subdivision Plat;

thence South 178.52 feet along the West Boundary Line of said Hearthstone "Amended" Subdivision Plat;

thence East 10.00 feet along the West Boundary Line of said Hearthstone "Amended" Subdivision Plat;

thence South 38.00 feet along the West Boundary Line of said Hearthstone "Amended" Subdivision Plat;

thence South 27°44'35" East 100.23 feet along the West Boundary Line of said Hearthstone "Amended" Subdivision Plat;

thence South 200.00 feet along the West Boundary Line of said Hearthstone "Amended" Subdivision Plat;

thence South 18°48'00" East 83.78 feet along the West Boundary Line of said Hearthstone "Amended" Subdivision Plat;

thence South 179.24 feet along the West Boundary Line of said Hearthstone "Amended" Subdivision Plat to the North Line of the Salt Lake County Property per Corrected Warranty Deed, recorded July 29, 1975 in Book 3925 at Page 500 in the Office of the Salt Lake County Recorder;

thence South 89°16'19" West 111.55 feet along said North Line of the Salt Lake County Property;

thence North 89°52'50" West 735.00 feet along said North Line of the Salt Lake County Property to the Easterly Right-of-Way Line of 1300 East Street;

thence North 00°38'03" East 34.00 feet along the Easterly Right-of-Way Line of said 1300 East Street;

thence East 18.73 feet along the Easterly Right-of-Way Line of said 1300 East Street;
thence North 48°56'30" West 24.60 feet along the Easterly Right-of-Way Line of said 1300 East Street;
thence North 00°38'03" East 564.04 feet along the Easterly Right-of-Way Line of said 1300 East Street;
thence North 01°52'00" East 134.25 feet along the Easterly Right-of-Way Line of said 1300 East Street;
thence North 07°41'07" East 83.98 feet along the Easterly Right-of-Way Line of said 1300 East Street;
thence North 01°52'00" East 270.12 feet along the Easterly Right-of-Way Line of said 1300 East Street to
the point of beginning.

Contains 891,438 Square Feet or 20.465 Acres and 5 Lots

EXHIBIT B – Standard Operation and Maintenance Inspection Report

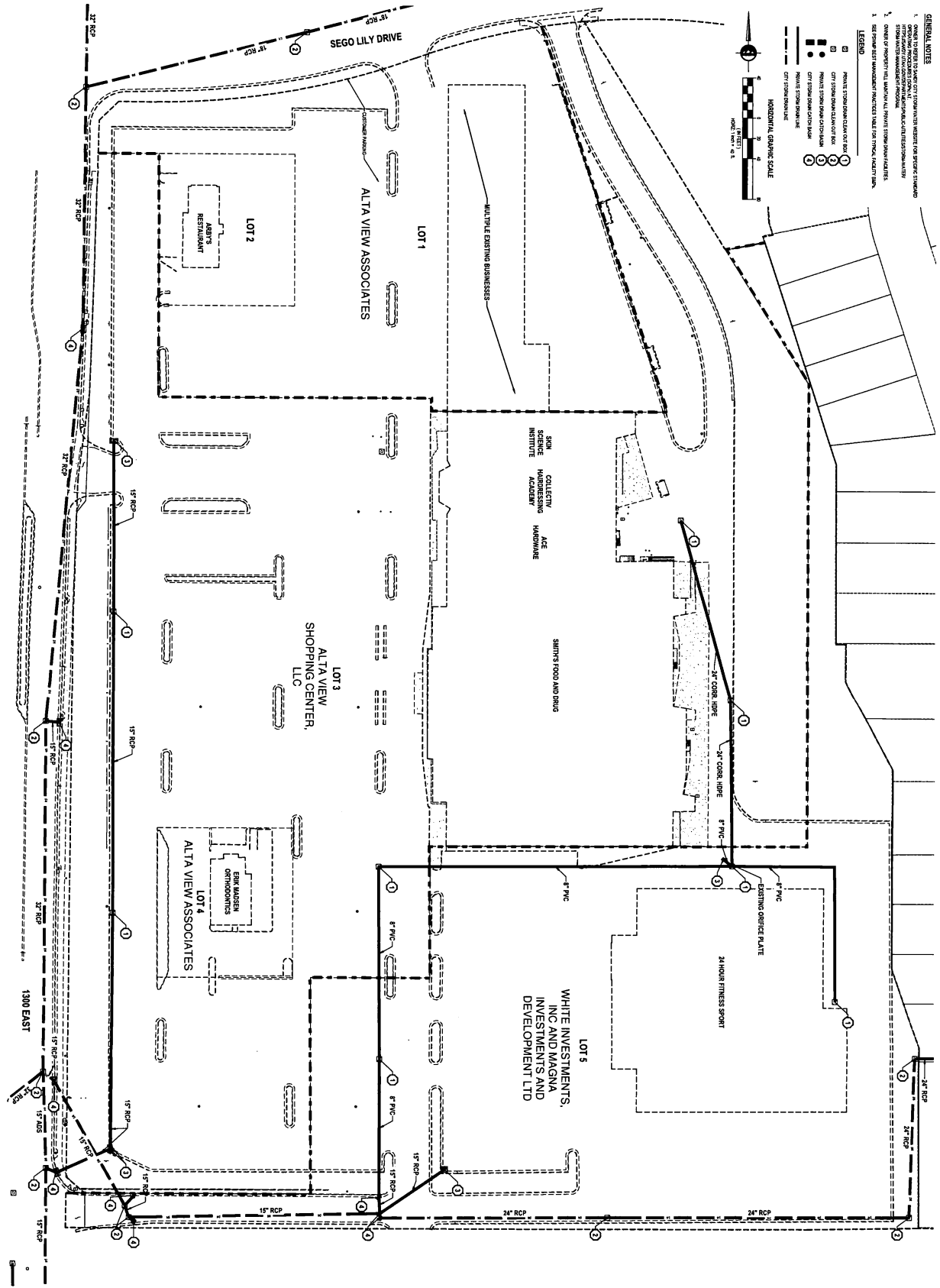
Facility Operation and Maintenance Inspection Report for Storm Drain Facilities

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

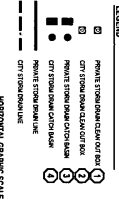
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information provided is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

BY: _____ Date: _____
 Site Inspector

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



- GENERAL NOTES**
1. THE INFORMATION ON THIS PLAN IS FOR GENERAL INFORMATION ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.
 2. THE ENGINEER HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED ON THIS PLAN.
 3. THE ENGINEER HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED ON THIS PLAN.



ENSGN
THE STANDARD IN ENGINEERING

9411 W. 1000 S. SUITE 500
SANDY, UTAH 84070
Phone: 801.265.6529
Fax: 801.265.6529

LAYTON
9411 W. 1000 S. SUITE 500
SANDY, UTAH 84070
Phone: 801.265.6529
Fax: 801.265.6529

CEGAR CITY
9411 W. 1000 S. SUITE 500
SANDY, UTAH 84070
Phone: 801.265.6529
Fax: 801.265.6529

RICHFIELD
9411 W. 1000 S. SUITE 500
SANDY, UTAH 84070
Phone: 801.265.6529
Fax: 801.265.6529

ALTA VIEW COMMERCIAL

10305 SOUTH 1300 EAST
SANDY, UTAH

WWW.ENSGN.COM

REGISTERED PROFESSIONAL ENGINEER
STATE OF UTAH
NO. 22889
EXPIRES 12/31/2025

DATE: 02/28/2025
SCALE: AS SHOWN

**POST CONSTRUCTION
STORM WATER
MAINTENANCE PLAN**

PROJECT NO: EX-100