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14253565 B: 11498 P: 6318 Total Pages: 11
06/18/2024 12:13 PM By: csummers Fees: $0.00
Rashelle Hobbs,Recorder, Salt Lake County, Utah
Return To: SANDY CITY
10000 CENTENNIAL PARKWAY SANDY, UT 84070

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

Project Name: The Orchards at Dimple Dell

Address: 10216 & 10250 S. Dimple Dell Road, Sandy, UT 84092 Parcel ID# 28141260010000 & 28141260130000

Post-Construction Storm Water Maintenance Agreement

WHEREAS, the Property Owner, Brett Lovell, recognizes that the Storm Water Facilities (hereinafter referred to as "Facilities") must be maintained for the development called The Orchards at Dimple Dell, located at 10216 & 10250 Dimple Dell Road 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 Maintenance Inspection Report 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 B 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 10th day of June, 2024

PROPERTY OWNER

BY: Brett Lovell

Title: Owner

STATE OF Utah)
)ss
COUNTY OF Salt Lake)

On this 10th day of June 2024, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Brett Lovell, the owner of Lovell Development, 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.

Notary Seal

TIFFANIE CHAPMAN
Notary Public - State of Utah
Comm. No. 735100
My Commission Expires on
Jan 16, 2028

(Signature of Notary)

My Commission Expires: 1/16/2028

Approved as to form:

BY: _____
Public Utilities

Date: 6/11/24

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 – Legal Description

A TRACT OF LAND BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING COMPRISED OF SALT LAKE COUNTY PARCEL NUMBERS 28-17-126-001, 28-14-126-002, 28-14-126-012, AND 28-14-126-013, SAID TRACT HAVING A BASIS OF BEARINGS OF NORTH 89°02'20" EAST BETWEEN THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 89°02'20" EAST ALONG THE SECTION LINE A DISTANCE OF 1374.18 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 14, AND RUNNING THENCE NORTH 89°02'20" EAST ALONG THE SECTION LINE A DISTANCE OF 794.41 FEET; THENCE SOUTH 04°23'27" EAST 333.40 FEET TO A POINT ON A PROLONGATION OF THE NORTH LINE OF THAT CERTAIN SPECIAL WARRANTY DEED, RECORDED AS ENTRY NO. 10789601, IN BOOK 9759, AT PAGE 9726, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE SOUTH 89°02'20" WEST ALONG SAID LINE A DISTANCE OF 209.49 FEET TO THE NORTHWEST CORNER OF SAID SPECIAL WARRANTY DEED; THENCE SOUTH 11°09'00" WEST ALONG SAID WEST LINE, AND THE WEST LINE AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 5418041, IN BOOK 6591, AT PAGE 0684, AND THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AS ENTRY NO. 12683339, IN BOOK 10631, AT PAGE 5161, BOTH OF WHICH BEING ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, A DISTANCE OF 308.01 FEET; THENCE SOUTH 89°02'20" WEST 551.20 FEET; THENCE NORTH 04°22'52" WEST 84.48 FEET; THENCE NORTH 74°14'40" WEST 101.71 FEET; THENCE NORTH 11°20'02" EAST, PASSING THROUGH AN ALUMINUM CAP SET BY THE SALT LAKE COUNTY SURVEYOR A DISTANCE OF 532.59 FEET TO THE POINT OF BEGINNING.

CONTAINS: 472,666 SQUARE FEET OR 10.851 ACRES, MORE OR LESS.

25 LOTS

EXHIBIT B – Post-Construction Maintenance Inspection Report

This report will be used initially by a Sandy City Inspector for Final Bond release and education how to keep the Property maintained for Storm Water Quality. This report will also be used, by owner, to inspect the Property and provide documentation of all maintenance performed every two years to sandycitystormwater@sandy.utah.gov. If you have any questions 801-568-7280.

Site Contact:		Property Name:	
Date:		Address:	
Frequency of Inspection	□ Biennial (Every two years)		

	Item Inspected	Checked		Maintenance Required?		Observations and Remarks
		Yes	NA	Yes	NA	
	Detention/Retention Facilities					
1	Landscaping maintenance					
2	Remove sedimentation/debris					
3	Ensure in good condition side slopes (channeling / sloughing)					
4	Ensure in good condition rip-rap protection					
5	Ensure in good condition control structure					
6	Cleaning of outfall					
7	Maintenance of inlets and outlets					
	Storm Drain System					
1	Remove sediment from catch basins					
2	Cleaning storm drainpipes					
3	Maintenance of drainage swales					
4	Remove sediment from manholes/sumps					
5	Ensure in good condition oil/water separator					
6	Ensure in good condition 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 and pesticide use					
6	Removal of grass after lawn mowing					
	Education					
1	Storm Water is not treated	Only Rain Down The Drain				Nothing should go down the drain but rain!
2	Power Washing	Great Cleaning Option				Must capture water (divert or shopvac)
3	Biodegradable products	Less hazardous				Won't degrade before impacting wildlife and water quality

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.

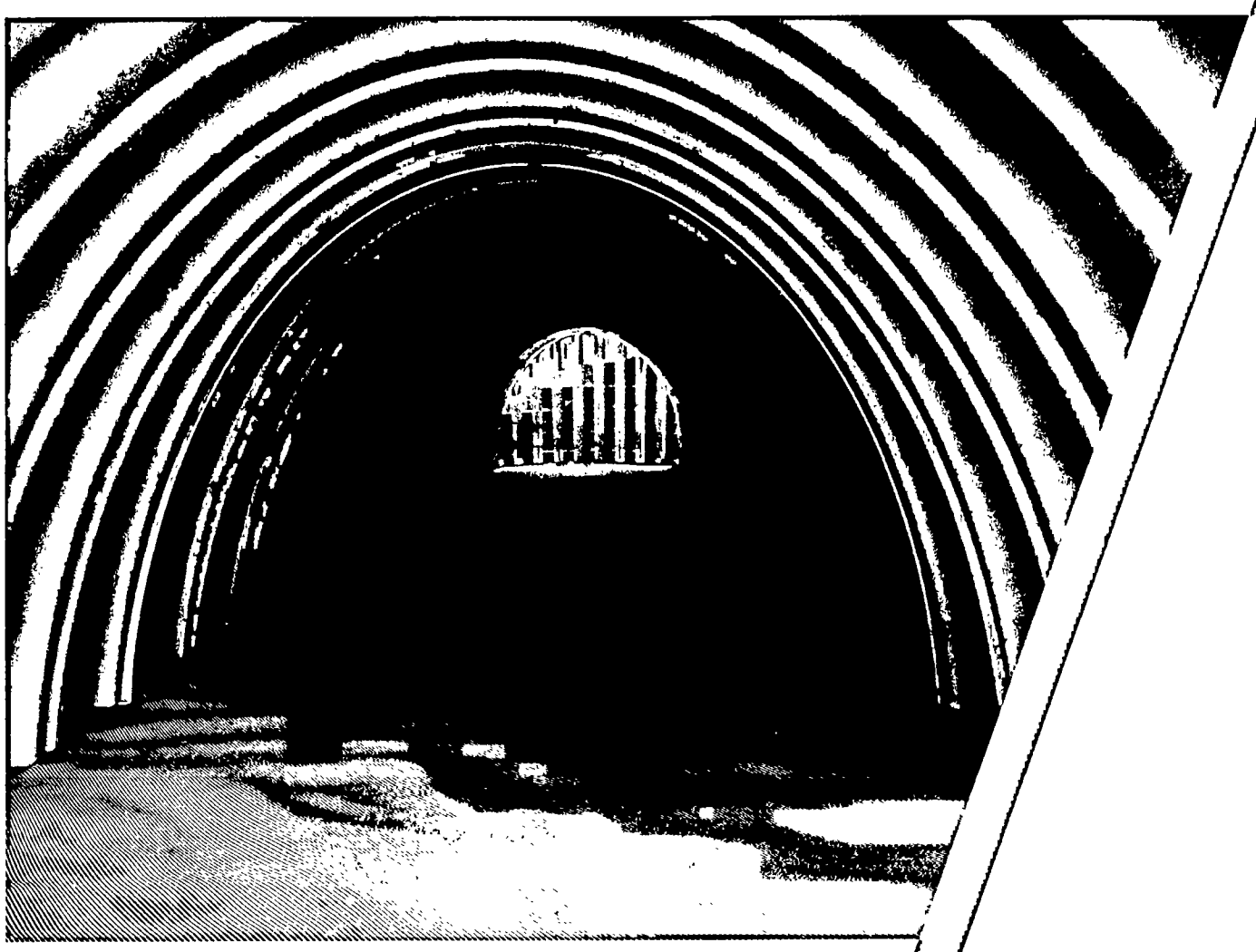
BY: _____ Date: _____

Site Contact

	City Use Only	
1	Contact Name	
2	Phone Number	
3	Email Address	
4	Mailing Address	

EXHIBIT C – Post-Construction Storm Water Maintenance Plan

Isolator® Row Plus
O&M Manual



ADS StormTech

The Isolator® Row Plus

Introduction

An important component of any Stormwater Pollution Prevention Plan is inspection and maintenance. The StormTech Isolator Row Plus is a technique to inexpensively enhance Total Suspended Solids (TSS), Total Phosphorus (TP), Total Petroluem Hydrocarbons (TPH) and Total Nitrogen (TN) removal with easy access for inspection and maintenance.

The Isolator Row Plus

The Isolator Row Plus is a row of StormTech chambers, either SC-160, SC-310, SC-310-3, SC-740, DC-780, SC-800, MC-3500, MC-4500 or MC-7200 models, are lined with filter fabric and connected to a closely located manhole for easy access. The fabric lined chambers provide for sediment settling and filtration as stormwater rises in the Isolator Row Plus and passes through the filter fabric. The open bottom chambers allow stormwater to flow vertically out of the chambers. Sediments are captured in the Isolator Row Plus protecting the adjacent stone and chambers storage areas from sediment accumulation.

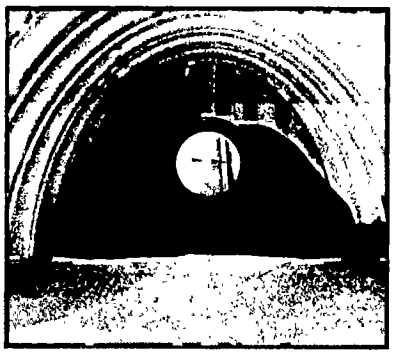
ADS Isolator Row and Plus fabric are placed between the stone and the Isolator Row Plus chambers. The woven geotextile provides a media for stormwater filtration, a durable surface for maintenance, prevents scour of the underlying stone and remains intact during high pressure jetting.

The Isolator Row Plus is designed to capture the "first flush" runoff and offers the versatility to be sized on a volume basis or a flow-rate basis. An upstream manhole provides access to the Isolator Row Plus and includes a high/low concept such that stormwater flow rates or volumes that exceed the capacity of the Isolator Row Plus bypass through a manifold to the other chambers. This is achieved with an elevated bypass manifold or a high-flow weir. This creates a differential between the Isolator Row Plus row of chambers and the manifold to the rest of the system, thus allowing for settlement time in the Isolator Row Plus. After Stormwater flows through the Isolator Row Plus and into the rest of the chamber system it is either exfiltrated into the soils below or passed at a controlled rate through an outlet manifold and outlet control structure.

The Isolator Row Plus Flamp™ is a flared end ramp apparatus attached to the inlet pipe on the inside of the chamber end cap. The FLAMP provides a smooth transition from pipe invert to fabric bottom. It is configured to improve chamber function performance by enhancing outflow of solid debris that would otherwise collect at the chamber's end, or more difficult to remove and require confined space entry into the chamber area. It also serves to improve the fluid and solid flow into the access pipe during maintenance and cleaning and to guide cleaning and inspection equipment back into the inlet pipe when complete.

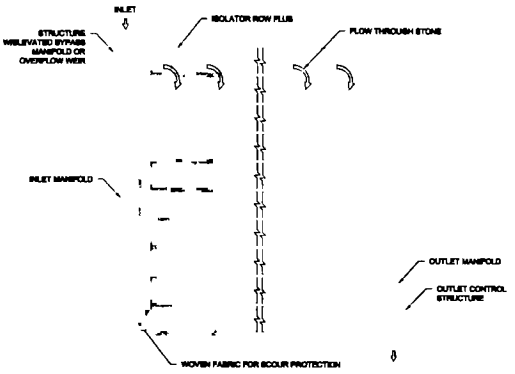
The Isolator Row Plus may be part of a treatment train system. The treatment train design and pretreatment device selection by the design engineer is often driven by regulatory requirements. Whether pretreatment is used or not, StormTech recommend using the Isolator Row Plus to minimize maintenance requirements and maintenance costs.

Note: *See the StormTech Design Manual for detailed information on designing inlets for a StormTech system, including the Isolator Row Plus.*



Looking down the Isolator Row Plus from the manhole opening, ADS Plus Fabric is shown between the chamber and stone base.

StormTech Isolator Row Plus with Overflow Structure (not to scale)



Isolator Row Plus Inspection/Maintenance

Inspection

The frequency of inspection and maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial, residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices.

At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row Plus should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.

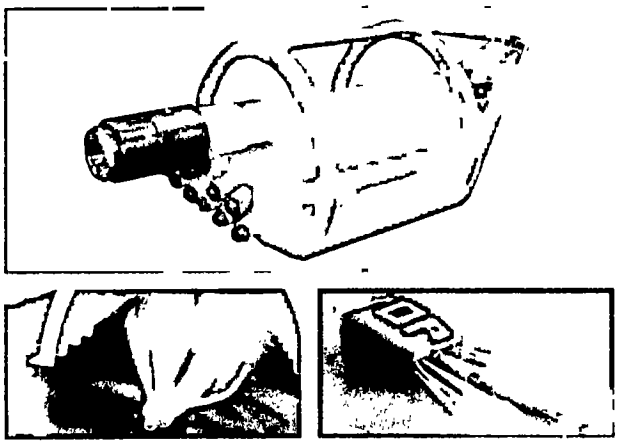
The Isolator Row Plus incorporates a combination of standard manhole(s) and strategically located inspection ports (as needed). The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.

If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3" (75 mm) throughout the length of the Isolator Row Plus, clean-out should be performed.

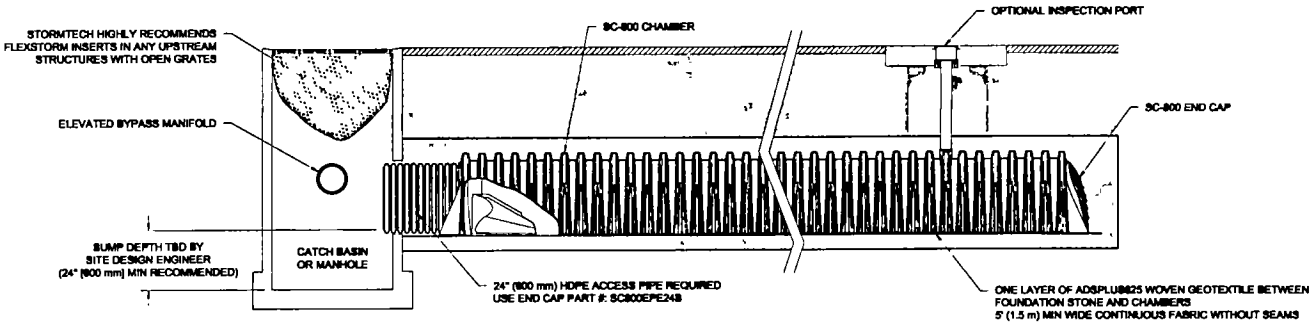
Maintenance

The Isolator Row Plus was designed to reduce the cost of periodic maintenance. By "isolating" sediments to just one row, costs are dramatically reduced by eliminating the need to clean out each row of the entire storage bed. If inspection indicates the potential need for maintenance, access is provided via a manhole(s) located on the end(s) of the row for cleanout. If entry into the manhole is required, please follow local and OSHA rules for a confined space entry.

Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row Plus while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45" are best. StormTech recommends a maximum nozzle pressure of 2000 psi be utilized during cleaning. JetVac reels can vary in length. For ease of maintenance, ADS recommends Isolator Row Plus lengths up to 200' (61 m). **The JetVac process shall only be performed on StormTech Isolator Row Plus that have ADS Plus Fabric (as specified by StormTech) over their angular base stone.**



StormTech Isolator Row Plus (*not to scale*)



Isolator Row Plus Step By Step Maintenance Procedures

Step 1

Inspect Isolator Row Plus for sediment.

A) Inspection ports (if present)
   i. Remove lid from floor box frame
   ii. Remove cap from inspection riser
   iii. Using a flashlight and stadia rod,measure depth of sediment and record results on maintenance log.
   iv. If sediment is at or above 3 inch depth, proceed to Step 2. If not, proceed to Step 3.

B) All Isolator Row Plus
   i. Remove cover from manhole at upstream end of Isolator Row Plus
   ii. Using a flashlight, inspect down Isolator Row Plus through outlet pipe
      1. Mirrors on poles or cameras may be used to avoid a confined space entry
      2. Follow OSHA regulations for confined space entry if entering manhole
   iii. If sediment is at or above the lower row of sidewall holes (approximately 3 inches), proceed to Step 2.
   If not, proceed to Step 3.

Step 2

Clean out Isolator Row Plus using the JetVac process.

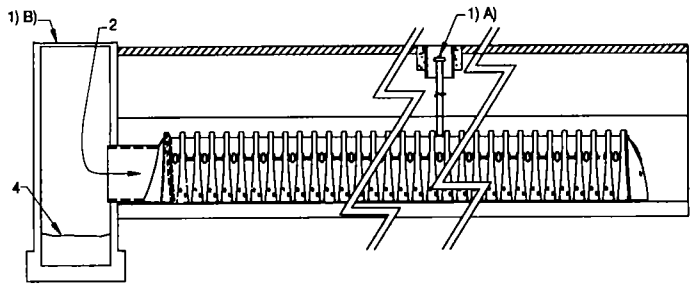
A) A fixed floor cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable
B) Apply multiple passes of JetVac until backflush water is clean
C) Vacuum manhole sump as required

Step 3

Replace all caps, lids and covers, record observations and actions.

Step 4

Inspect & clean catch basins and manholes upstream of the StormTech system.

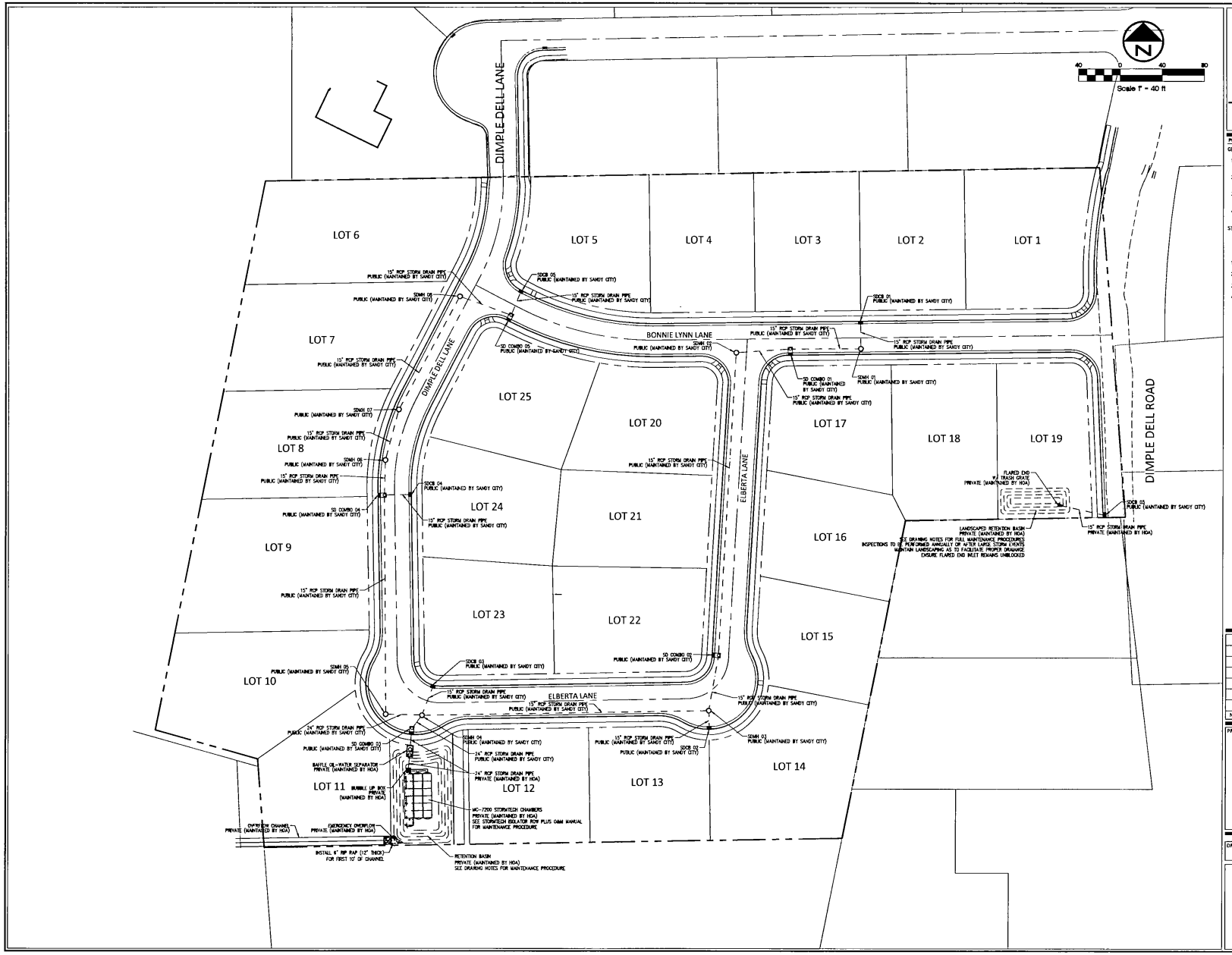


Sample Maintenance Log

Date	Stadia Rod Readings: Fixed point to chamber bottom (1)	Fixed point to top of sediment (2)	Sediment Depth (1)-(2)	Observations/Actions	Inspector
3/15/11	6.3 ft	none		New installation. Fixed point is CI frame at grade	DJM
9/24/11		6.2	0.1 ft	Some grit felt	SM
6/20/13		5.8	0.5 ft	Mucky feel, debris visible in manhole and in Isolator Row Plus, maintenance due	NV
7/7/13	6.3 ft		0	System jetted and vacuumed	DJM

adspipe.com
800-821-6710

ADS StormTech



WILDING ENGINEERING
14721 South Heritage Crest Way
Bluffdale, Utah 84065
801.553.8112
www.wildingengineering.com

POST-CONSTRUCTION STORM WATER MAINTENANCE AGREEMENT:

GENERAL GOOD HOUSEKEEPING BMP'S:

1. INSPECT AND CLEAN STORM WATER SYSTEM FACILITIES AS NEEDED, BUT ANNUALLY AT A MINIMUM
2. SWEEP PAVED AREAS REGULARLY AND AS IDENTIFIED DURING INSPECTIONS.
3. MAINTAIN GARBAGE CONTAINERS AND TRASH ENCLOSURES IN GOOD REPAIR AND STORED PROPERLY
4. FOLLOW SOP'S FOR LANDSCAPE MAINTENANCE AND USE OF HERBICIDES, PESTICIDES, AND FERTILIZERS

STANDARD OPERATING PROCEDURES.

OWNER OF PRIVATE PROPERTY WILL MAINTAIN ALL PRIVATE STORM DRAINAGE FACILITIES. REFER TO SANDY CITY WEB SITE FOR ADDITIONAL STANDARD OPERATING PROCEDURES ON THE FOLLOWING BMP'S.

1. STORM DRAIN PIPE MAINTENANCE – YEARLY INSPECTIONS
2. STORM DRAIN STRUCTURE MAINTENANCE – YEARLY INSPECTIONS
3. OIL/WATER SEPARATOR MAINTENANCE – YEARLY INSPECTIONS
4. COMPLETE AN ANNUAL INSPECTION OF STORM DRAIN FACILITIES USING THE INSPECTION REPORT IN EXHIBIT B AND SUBMIT TO SANDY CITY PUBLIC UTILITIES

G:\DATA\23232 Bert Lovell - Dimple Dell\dwg\23232 Dimple Del PCMA.dwg
PLOT DATE: Jun 10, 2024

NO	REVISION	DATE
2	SANDY CITY REDLINES	6-6-24
1	SANDY CITY REDLINES	5-31-24

PROJECT INFORMATION

THE ORCHARDS AT DIMPLE DELL

POST CONSTRUCTION PLAN

SANDY, UTAH

DRAWN	CHECKED	PROJECT #
BDA		23232

DATE: 5/2/24

SCALE: 1" = 40'

SHEET: PCMA

ENGINEER'S STAMP