13184385 01/31/2020 02:16 PM \$40.00 Book - 10891 P9 - 6255-6283 RASHELLE HOBES RECORDER, SALT LAKE COUNTY, UTAN COTTONWOOD HEIGHTS 2277 E BENGAL BLVD COTTONWOOD HEIGHTS UT 84121 BY: MGP, DEPUTY - WI 29 P.

When recorded, mail to:

Recorder 2277 Bengal Blvd, Cottonwood Heights, UT 84121

Affects Parcel No(s): 22204050220000

LONG TERM STORMWATER MANAGEMENT AGREEMENT

This Long Term Stormwater Management Agreeme	nt ("Agreement") is made and
	, 20 19
by and between Cottonwood Heights, a Utah municipal cor	
a Limited Liability Company	("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 Cottonwood Heights 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

Page 1 of 7

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

Page 3 of 7

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 Cottonwood Heights and amended into the LTSWMP on file with the Cottonwood Heights City recorder.

LONG TERM STORMWATER MANAGEMENT PLAN AGREEMENT

SO AGREED this	19th	day of <u>Decemb</u>	er 2	.0 <u>19</u> .	
PROPERTY OW	NERLUC	-			
By: July &	ector	Title:	Manyer		
Ву:		Title:			
STATE OF UTAH) ss.			
COUNTY OF SAL	T LAKE)	·		- 44
The above instrume of DECEMBER	, 2	nowledged before me 20 <u>19</u> .	by <u>JAMES</u>	<u>s SEABERC</u> IU	nis <u> 9</u> 1 day
Notary Public Residing in: UTA My commission ex	Coulor th Cou pires: 82	NTY 20-23		DEANNE CLA NOTARY PUBLIC-STATI COMMISSION# COMM. EXP. 08-2	E OF UTAH 7 0 7 8 1 2
COTTONWOOD By: WWW.	HEIGHT	Dat	e: <u>/</u>	30-70	Z Ø
Attest: MayorCi	ty Recorder	Mucao ling	OC STATE OF THE PARTY OF THE PA		
STATE OF UTAH COUNTY OF SAL	:)	2005		
The above instrume of Sonum	ent was ack	nowledged before me 20 _20	by <u>Mire</u>	. Peterson 1	his <u>30</u> day
Notary Public Residing in:	M	e (ountra		BEATRIZ ADRIAN NOTARY PUBLIC-ST COMMISSION	TATE OF UTAH 1# 708815
My commission ex				COMM. EXP. 1	0-21-2023

Page **6** of **7**

Attachments:

Exhibit A: <u>Legal Description</u>
Exhibit B: <u>Long Term Stormwater Management Plan;</u> Filed with Cottonwood Heights City Recorder

Exhibit A

Parcel

22204050220000

Legal Description:

BEG S 1029.6 FT & W 1269 FT FR E 1/4 COR OF SEC 20, T 2S, R 1E, SLM; S 227.7 FT; W 661.5 FT; S 28^ E 89.19 FT; S 30^39'46] W 30.82 FT; S 43^32'57] E 34.78 FT; S 46^00'39] E 31.79 FT; S 56^05'58] E 15.23 FT; W 350.13 FT; N 138.6 FT; W12.8 FT; N 25^25'21] E 277.7 FT M OR L; E 819.23 FT M OR L TO BEG. 5.70 AC M OR L.OR

Exhibit B

Introduction

This Long Term Stormwater Management Plan (LTSMP) is being implemented in order to protect water quality. Post construction Stormwater controls are required to be installed and maintained under the Utah Pollution Discharge Elimination System and the Clean Water Act to keep water clean. Installing post construction controls will prevent the discharge of pollutants into the local streams, rivers, and lakes. In recent years, contaminated Stormwater from various construction sites and commercial facilities has been polluting water bodies throughout the state of Utah. By properly installing and maintaining post construction Stormwater controls pollutants will be contained and water quality will be improved.

This management plan is designed to prevent pollutants from entering the storm drain system and polluting our waters. This facility is responsible for ensuring that any water discharged from the facility is free of harmful pollutants, thereby assisting in the health and protection of waters in our community. This plan will address Stormwater controls at this facility. These controls will be monitored, maintained, and improved if needed to prevent pollutants from being discharged from this facility into the storm drain system or local waters. Additionally, the patrons or employees of this facility will be trained or made aware of the aforementioned issues and controls.

General Site Use and Description

The ICO Fort Union Apartments Complex is a multi-family housing development consisting of three apartment buildings, exterior parking, landscaped common areas and swimming pool.

This facility is used for multi-family housing, including tenant leisure and parking.

TRAINING

Ensure that all employees and maintenance contractors know and understand the SOPs specifically written to manage the property. Report any variances to the LTSMP contact listed on the Facility Map. File all training records in Exhibit C.

RECORDKEEPING

 $\label{eq:maintain} \textbf{Maintain records of operation activities in accordance with SOPs.}$

Mail a copy of the record to the city stormwater division annually.

SOPs: Facility Long Term Stormwater BMPs Information

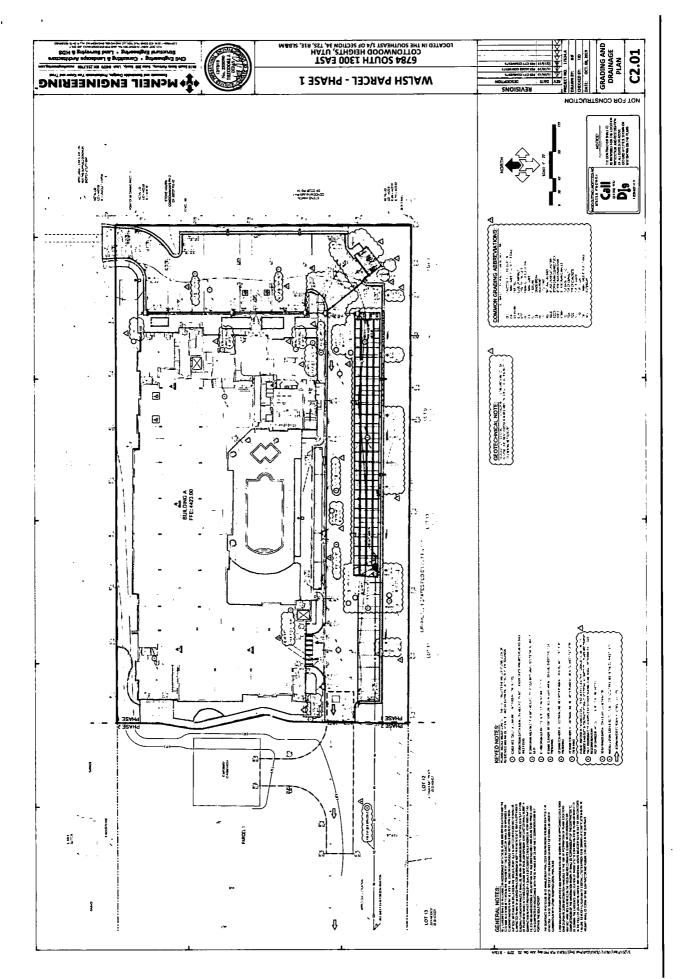
SOPs for the Long Term BMPs referenced on the map can be downloaded and viewed from the following site:

https://tinyurl.com/y77dpz4h

Not all SOPs found at the link above will apply to this facility. See map for BMPs used at this location.

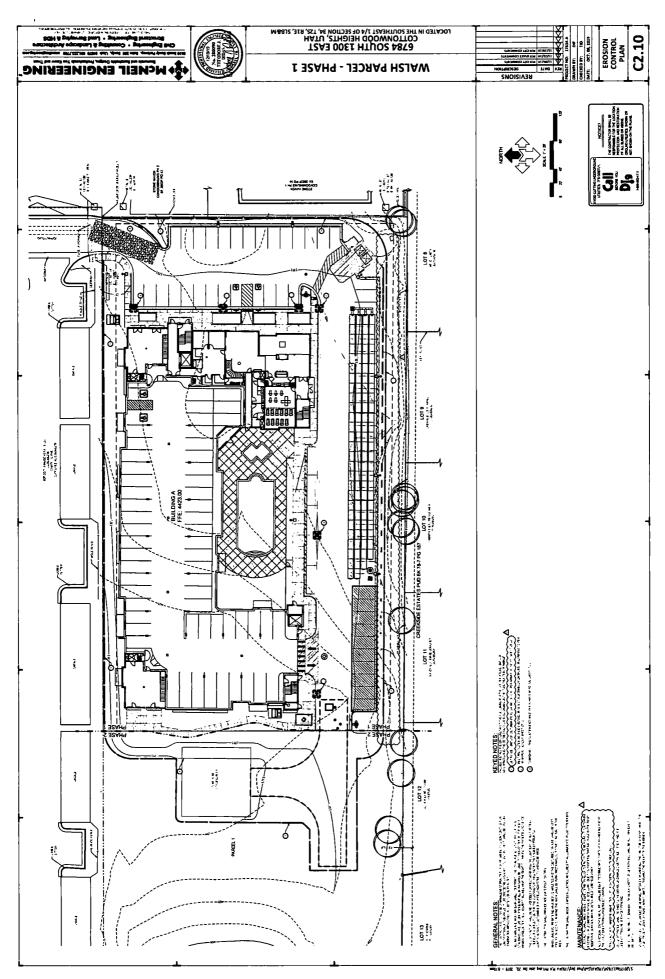
Facility Maps

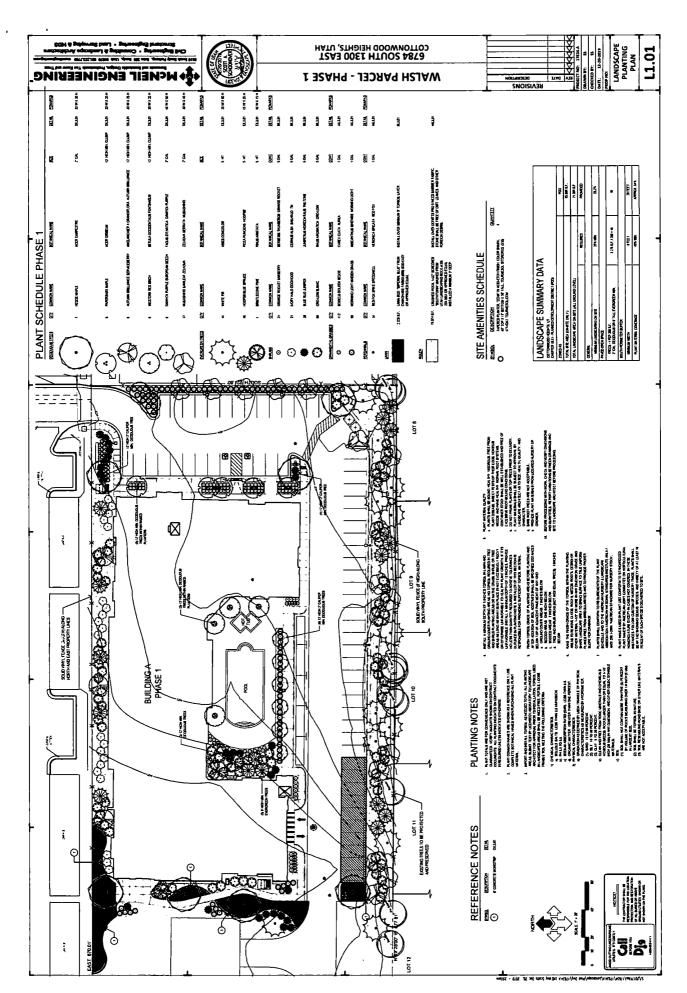
Include the overview of the facility with the location of all Long Term Stormwater BMPs



LEGEND

- 🕽 Gravel, shrubs and trees (18)
- 🕽 Dumpsters (1)
- Parking Lot (2)
- 😂 Landscaping (2)
- **W** UIC (1)
- Property Boundary (1)
- **Storm Drain Inlet (8)**
- A Roof Drain (5)

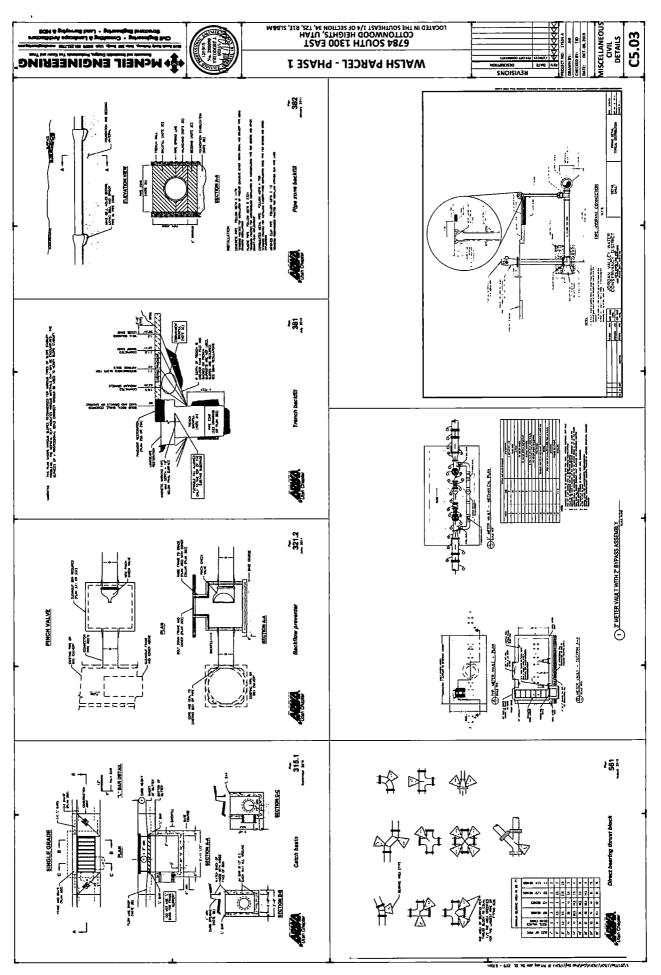




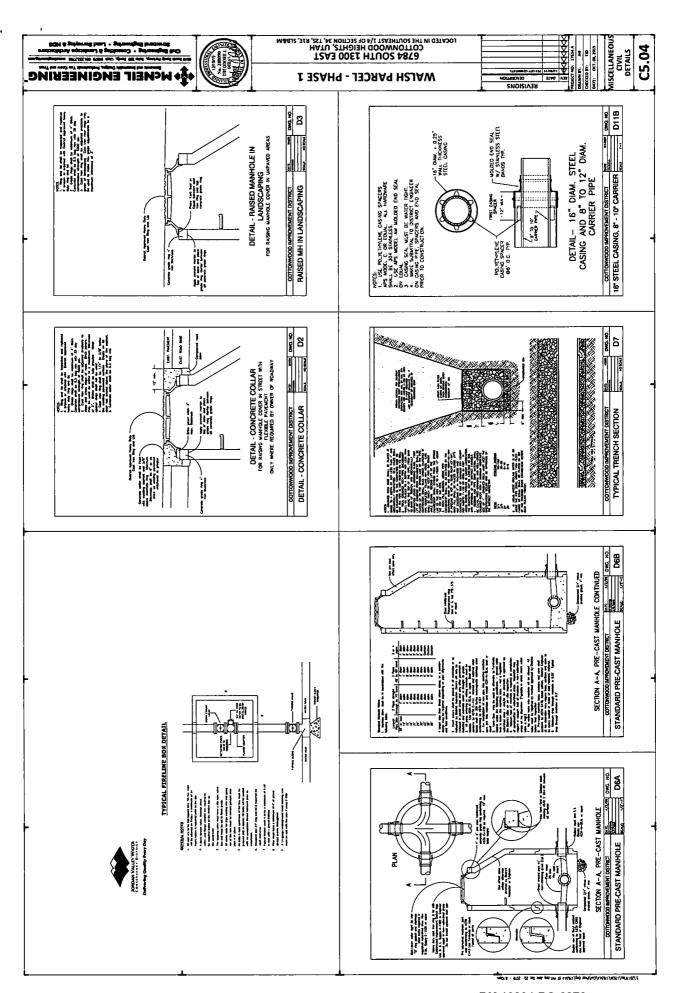
Long Term Stormwater BMP Details

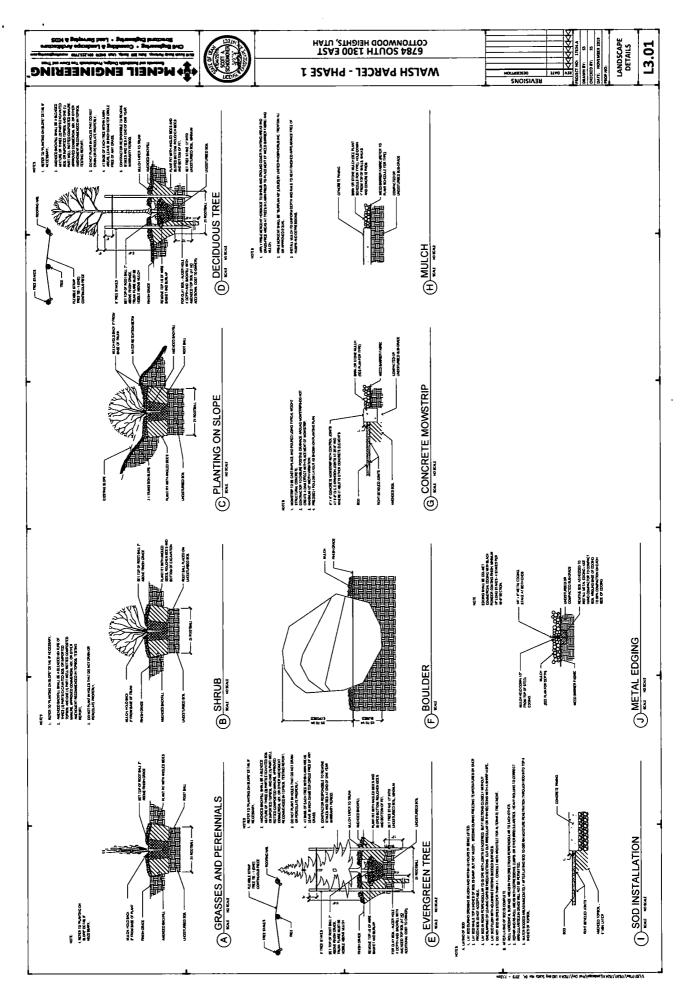
Include all details of the Long Term Stormwater BMPs

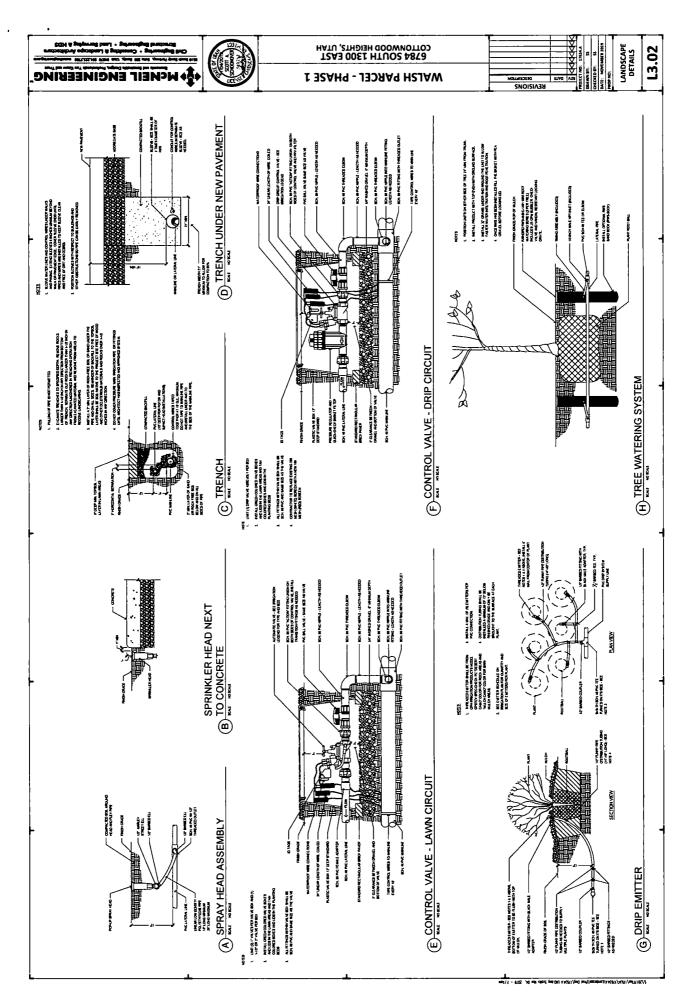
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	A CONTRACTOR OF THE PROPERTY O	T 3SVHo	MALSH PARCEL - I		SNOISIA38
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2r CURB & GUTTER (R)	440-31-00 100-31-00	AND PARRIED DE TALL	State	ORIFICE RESTRICTOR (B)	STORMTECH SCALE CHANGES SYSTEM
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BK 10891 PG 6271







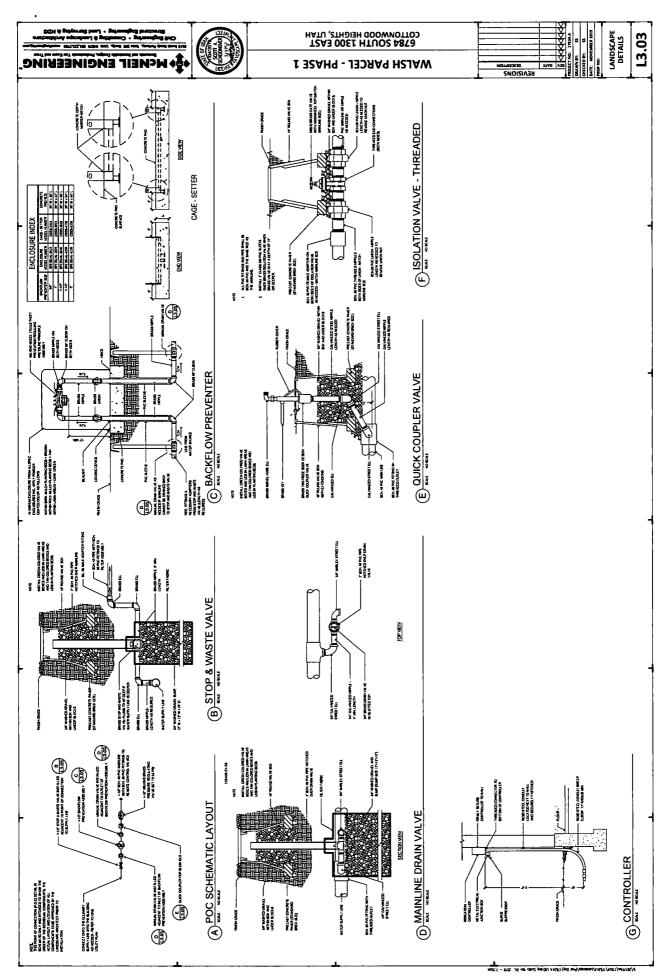


Exhibit C: Inspections/Maintenance

Inspections will be located on complianceGO

1. Inspections will be performed by:

Name: Adam Soffe

Title: Owner Representative
Company: ICO Fort Union

Telephone Number: 801-450-4529
Email: adams@icoconstruction.com

2. Maintenance will be performed by:

Name: Adam Soffe

Title: Owner Represenative Company: ICO Fort Union

Telephone Number: 801-450-4529
Email: adams@icoconstruction.com

Long Term Stormwater BMPs need to be inspected by a qualified person during installation to
ensure the control is properly installed. This will be performed by a qualified person from the
City or the design engineer.

4. List below the schedule for inspections of each of the BMPs listed in Exhibit B:

List of BMPs	Describe the inspection and maintenance schedule							
Parking Lots Cleaning and	Weekly walk-through and twice annual comprehensive							
Maintenance	, ,							
Winter Snow and Ice	Weekly during winter months, and once annually in the spring during							
Controls and Salt Storage	cleanup (after termination of snow conditions)							
Trash and Debris	Twice Annually							
Mulches and Soils	Twice Annually							
Mowing and Trimming	Walkthrough and cleanup following regular maintenance							
Leaves - Autumn Cleanup	Once annually, in the fall (prior to cold weather conditions)							
Fertilizer	Walkthrough and cleanup following each application							
Storm Inlets	Twice Annually							
Cleanout box	Twice Annually							
Roof Drains	Twice Annually							
Floor Drains	Twice Annually							
HVAC	Twice Annually							
UIC	Twice Annually							

Long Term Stormwater Management Plan (LTSMP)

Inspection Report

Site Name:				1							
Site Maine.					of Evaluation			1			
Site Address:							•				
			Facility Con	tact Inform	nformation						
			NAME and M	AILING ADD			Phone E- MAIL ADDRES				
SITE CONTACT:								***			
INSPECTOR CONTACT:											
Controls Inspected:	Controls Inspected:										
Are SOR's for Stormwater Dr	net Construct	ion laca	antinas Imala	mantad as	d avadable for						
Are SOP's for Stormwater Po Circle Answer	ust Construct	lon insp	ections impre	menteo and	avauacie for	review		YES NO			
Orlfice Required for sit	te YES		NO Or	ifice Size:			Hooded or	ıtlet cover (snout) Req	ulred forsite	res no	
Circle Answers			_					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		.,,,	
items inspected		Chr	ecked		ntenance		is there Observations and Remarks				
				Re	quired?		essive Julation of				
	_	Yes	No	Yes	No	Yes	No.	 			
1. Dumping Evidence						 	+	<u> </u>			
2. Spill Evidence							+	 			
3.General Site Exposure						 	+				
4. Other Pollution Sources		-					-	 			
5. Stormwater Storage								-			
condition and capacity			i								
(detention/retention pond	is)										
6. Inlets and catch basins				_			†	· · · · · ·			
7. Conveyance System											
8. Manholes		_				-	+	 		· - · · · · · · · · · · · · · · · · · ·	
9. Parking						 	+	 			
10. Waste Collection							+	 			
11. Landscaping	<u> </u>						+				
2. Pre-Treatment devices						 	+	 			
13. Sumps				_			+				
4. Flow Control devices							+	<u> </u>			
IS. Site Specific SOP Items		-				<u> </u>	- 				
l6. Other	 					 	+	 			
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Print Name:						D	ate:				
Signature:						— h	tle or Position	n			
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BMP Measurement Log

These logs are for BMPs that depend on measurement for cleanout and for Stormwater capacity.

Control Name and Number	<u>Date</u>	Inspection Method	Result

LTSMP Certification

For LTSMPs that are being managed on compliance | GO the LTSMP Certification will be located in the documents tab in compliance | GO.

Common Pollutants from Stormwater Discharges

Pollutants	Sources	Consequences of Pollutant
Sediment	Erosion or soils that are not stabilized.	Destruction of aquatic habitat for fish and plants, transportation of attached oils, nutrients and other chemical contamination, increased flooding. Sediment can transport other pollutants that are attached to it including nutrients, trace metals, and hydrocarbons. Sediment is the primary component of total suspended solids (TSS), a common water quality analytical parameter.
Nutrients (Phosphorus, Nitrogen Potassium, Ammonia)	Fertilizers; Plant Debris (grass clippings, leaves); Animal Waste; Sediment	Harmful algal blooms, reduced oxygen in the water, changes in water chemistry and pH. Nutrients can result in excessive or accelerated growth of vegetation, resulting in impaired use of water in lakes and other receiving waters.
Hydrocarbons (Petroleum Products, Benzene, Toluene, Ethyl benzene, Xylene)	Oils; Gasoline; Diesel Fuel; Antifreeze; Plant and Animal Oils;	These pollutants are toxic to humans and wildlife at very low levels. Carcinogenic. Teratogenic.
Heavy Metals	Manufacturing; Industrial Wastes; Vehicles and Equipment; Storage; Batteries; Paints	Metals including lead, zinc, cadmium, copper, chromium and nickel are commonly found in storm water. Metals are of concern because they are toxic to all life at very low levels. Carcinogenic. Teratogenic
Toxic Chemicals (Chlorides) – including Pesticides & Herbicides, Detergents, Soaps	Industrial Chemicals; Pesticides; Herbicides; Detergents; Soaps;	Chemicals are of concern because they are toxic to all life at very low levels. Carcinogenic. Teratogenic.
Trash, Debris, Solids	Wastes	Aesthetically unpleasant. Risk of decay product toxicity. Risk of aquatic animal entrapment or ingestion and death.
Pathogens – Bacteria and Viruses	Animal Waste; Human Waste	Human health risks due to disease and toxic contamination of aquatic life.
Salt	Salt Piles; Car Washing; Snow Removal	Salt can infiltrate into groundwater and contaminate it. Vegetation is damage or killed by salt causing oxygen to be taken out of the water. Aquatic life can be killed or have stunted growth due to salt. Salt also traps food and nutrients preventing fish and animal life from accessing those nutrients
Temperature (Thermal Pollution)	Industrial Waste Water; Removal of Vegetation near streams; lack of vegetation surrounding roads and parking lots	High water temperatures can kill or harm cold water fish. This occurs by slowing of metabolism in fish which causes malnutrition; oxygen depletion in the water; forced migration of the aquatic life

Amendment Log

Date	Description of the Amendment	PCMP Section	Amendment Prepared by

Training Log

Date	Description of the Training	Attendees Name
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Exhibit D: Annual report

Site Name:						Α	nnual Report for Da	tes:	
Site Address:									
				Facility Cont	act infor	mation	·-··		
		NAME and N	IAILING A	ADDRESS		1	Phone	E-MAIL ADDRESS	
SITE CONTACT:									
INSPECTOR CONTACT:			-						
				Inspec	tion Date	25:			
1s Inspection		2 nd Inspection		3 rd Inspection			4 th Inspection	5th Inspection	
Pollutants Fou	und:			nd During pection #:		How were Pollutants controlled/disposed?			
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			ļ						
						_			
Are Controls Fun	ctio	ning Properly?		Yes	-	Vo.			
Notes:									
			_						
							_		
Print Name: Date:									
Signature:						Title or F	Position		
*Include Training Logs and Ins	pectlo	n Reports with Annual Rep	ort when	submitting.					