

When recorded, mail to:

Lehi City Recorder
153 North 100 East
Lehi City, UT 84043

Affects Parcel No(s): Lehi Tech Apartments

LONG-TERM STORMWATER MANAGEMENT AGREEMENT

This Long-Term Stormwater Management Agreement ("Agreement") is made and entered into this 6th day of March, 2019, by and between Lehi City, a Utah municipal corporation ("City"), and Mark Hampton, a Managing Owner ("Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the City, as set forth in the Lehi 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, a 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" or "LTSWMP") are more particularly shown in Exhibit "B" on file with the Lehi City Recorder and,

WHEREAS, as 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, the Owner is required to enter into this Agreement establishing a means of documenting the execution of the Long-Term Stormwater Management Plan;

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 City 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 (3) 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 Long-Term Stormwater Management 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 the 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 records of the Utah 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 the deficiencies as provided in Section 5 and failure to cure, then, upon Owner's failure to cure or correct within thirty (30) days following a second notice delivered to Owner, the City may issue a Citation punishable as a Misdemeanor in addition to any 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 the 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 the thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. The 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 Utah County Recorder's Office and the covenants and agreements contained herein shall run with the land. 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 Agreement 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 Utah 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 the 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. No modification shall be effective until recorded in the Utah 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 this 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 this Agreement at the County Recorder but is included by this reference and shall kept on file with the City Recorder. Revision applications must be filed with the City Stormwater Division and amended into the LTSWMP on file with the Lehi City recorder.

STORMWATER FACILITIES MAINTENANCE AGREEMENT

SO AGREED this 5th day of March 2019.

PROPERTY OWNER

By: Mark Hampton Title: Managing Member

By: N/A Title: N/A

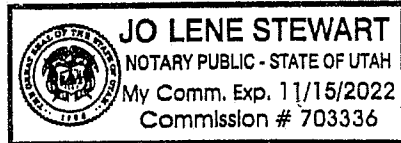
STATE OF UTAH)

:ss.

COUNTY OF UTAH) SC

The above instrument was acknowledged before me by Mark Hampton, this 6 day of March, 2019.

Jo Lene Stewart
Notary Public
Residing in: Utah County
My commission expires: 11-15-2022

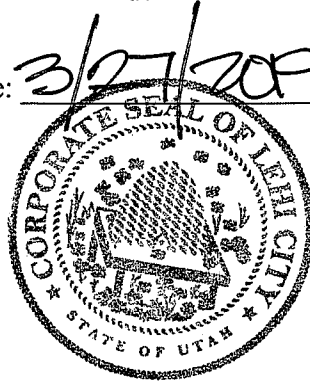


LEHI CITY

By: Mark Johnson
Mayor

Date: 3/27/2019

Attest: Teisha Wilson
City Recorder



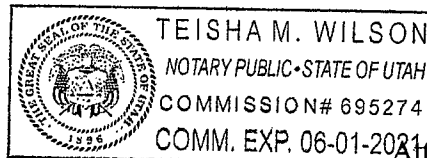
STATE OF UTAH)

:ss.

COUNTY OF UTAH)

The above instrument was acknowledged before me by Mark Johnson, this 27 day of March, 2019.

Teisha M Wilson
Notary Public
Residing in: Lehi
My commission expires: 06-01-21



Attachments:

Exhibit A: Plat and Legal Description**Serial Number:** 13:015:0048

Legal Description: COM N 490.13 FT & E 40.53 FT FR E 1/4 COR. SEC. 16, T5S, R1E, SLB&M.; N 86 DEG 3' 33" W 214.61 FT; ALONG A CURVE TO R (CHORD BEARS: N 50 DEG 34' 56" W 29.88 FT, RADIUS = 67 FT); ALONG A CURVE TO R (CHORD BEARS: N 13 DEG 36' 17" W 97.74 FT, RADIUS = 200 FT); N 5 DEG 9' 13" E 93.26 FT; S 85 DEG 58' 28" E 26.16 FT; ALONG A CURVE TO R (CHORD BEARS: N 60 DEG 5' 26" E 11.16 FT, RADIUS = 10 FT); S 86 DEG 30' 21" E 119.12 FT; ALONG A CURVE TO R (CHORD BEARS: S 71 DEG 6' 3" E 118.48 FT, RADIUS = 223 FT); S 4 DEG 45' 43" W 180.32 FT; ALONG A CURVE TO R (CHORD BEARS: N 55 DEG 26' 5" E 2.13 FT, RADIUS = 223 FT) TO BEG. AREA 1.234 AC.

Serial Number: 35:356:0004

Legal Description: PT LOT 1, PLAT A, BIOMNI SUB DESC AS FOLLOWS; COM N 0 DEG 23' 9" E 490.41 FT & E 37.46 FT FR W 1/4 COR. SEC. 15, T5S, R1E, SLB&M. TO SW COR. OF SD LOT 1; N 4 DEG 42' 58" E 179.99 FT; ALONG A CURVE TO R (CHORD BEARS: S 55 DEG 24' 59" E 2.02 FT, RADIUS = 223 FT); ALONG A CURVE TO L (CHORD BEARS: S 70 DEG 24' 39" E 145.72 FT, RADIUS = 277 FT); S 85 DEG 39' 40" E 75.36 FT; ALONG A CURVE TO R (CHORD BEARS: S 40 DEG 44' 20" E 29.66 FT, RADIUS = 21 FT); S 4 DEG 11' 36" W 117.42 FT; N 86 DEG 12' 15" W 240.19 FT TO BEG. AREA 0.806 AC.

Serial Number: 13:002:0156

Legal Description: COM N 449.24 FT & E 78.79 FT FR W 1/4 COR. SEC. 15, T5S, R1E, SLB&M.; S 86 DEG 3' 33" E 183.89 FT; ALONG A CURVE TO R (CHORD BEARS: S 40 DEG 52' 13" E 21.28 FT, RADIUS = 15 FT); E 2.42 FT; S 4 DEG 22' 6" W 203.08 FT; N 85 DEG 40' 55" W 27.24 FT; S 82 DEG 0' 32" W 32.75 FT; N 85 DEG 40' 25" W 141.98 FT; N 4 DEG 19' 5" E 223.65 FT TO BEG. AREA 1.028 AC.

Serial Number: 13:002:0085

Legal Description: COM N 462.31 FT & E 329.46 FT FR W 1/4 COR. SEC. 15, T5S, R1E, SLB&M.; S 85 DEG 40' 55" E 216.18 FT; S 7 DEG 44' 20" W 150 FT; N 85 DEG 45' 21" W 207.23 FT; N 4 DEG 19' 5" E 150 FT TO BEG. AREA 0.728 AC.

Serial Number: 13:001:0093

Legal Description: COM E 277.94 FT FR W 1/4 COR. SEC. 15, T5S, R1E, SLB&M.; S 6 DEG 46' 11" W 306.17 FT; ALONG A CURVE TO L (CHORD BEARS: S 54 DEG 21' 45" E 155.77 FT, RADIUS = 3146.7 FT); S 52 DEG 1' 32" E 71.36 FT; N 7 DEG 45' 12" E 742.84 FT; N 85 DEG 44' 29" W 207.24 FT; S 4 DEG 19' 57" W 156.95 FT; N 86 DEG 3' 56" W 9.85 FT; S 6 DEG 46' 11" W 158 FT TO BEG. AREA 3.170 AC.

Serial Number: 13:001:0092

Legal Description: COM S 3299.74 FT & W 1968.33 FT FR N 1/4 COR. SEC. 15, T5S, R1E, SLB&M.; N 58 DEG 58' 39" W 98.57 FT; N 52 DEG 1' 33" W 266.81 FT; N 7 DEG 48' 52" E 340.66 FT; S 51 DEG 58' 8" E 463.04 FT; S 23 DEG 30' 52" W 291.38 FT TO BEG. AREA 2.790 AC.

Exhibit B: Long-Term Stormwater Management Plan, on file with the Lehi City Recorder

Exhibit C

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 Lehi Tech Apartments is a multi-family housing development consisting of four apartment buildings, exterior parking, landscaped common areas and park strips, and a clubhouse.

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

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

Long Term Stormwater BMP Details

Include all details of the Long Term Stormwater BMPs

Exhibit D: Inspections/Maintenance

Inspections will be located on complianceGO

1. Inspections and maintenance will be performed by:

Name: Mark Hampton

Title: Managing Member

Company: Rimrock Construction

Telephone Number: 801-860-6275

Email: mark@rimrock.us

2. 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.

3. 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 Maintenance	Weekly walk-through and twice annual comprehensive
Winter Snow and Ice Controls and Salt Storage	Weekly during winter months, and once annually in the spring during 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

Inspection Report

Site Name: Lehi Tech Apartments		Date of Evaluation					
Site Address:							
Facility Contact information							
	NAME and MAILING ADDRESS		Phone		E- MAIL ADDRESS		
SITE CONTACT:							
INSPECTOR CONTACT:							
Controls Inspected:							
Are SOP's for Stormwater Post Construction Inspections implemented and available for review? YES NO							
Circle Answer							
Orifice Required forsite YES		NO		Orifice Size:			
Circle Answers				Hooded outlet cover (snout) Required forsite YES NO			
Items Inspected	Checked		Maintenance Required?		Is there excessive accumulation of		Observations and Remarks
	Yes	No	Yes	No	Yes	No	
1. Dumping Evidence							
2. Spill Evidence							
3. General Site Exposure							
4. Other Pollution Sources							
5. Stormwater Storage condition and capacity (detention/retention ponds)							
6. Inlets and catch basins							
7. Conveyance System							
8. Manholes							
9. Parking							
10. Waste Collection							
11. Landscaping							
12. Pre-Treatment devices							
13. Sumps							
14. Flow Control devices							
15. Site Specific SOP Items							
16. Other							
Notes:							
Print Name:				Date:			
Signature:				Title or Position			

BMP Measurement Log

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

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

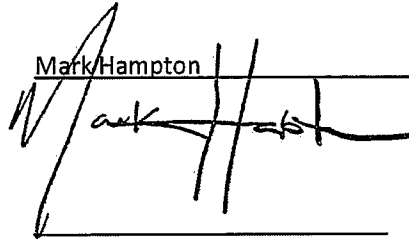
Common Pollutants from Stormwater Discharges

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

LTSMP Certification

LTSMP Certification

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 assure that qualified personnel properly gathered and evaluated 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 submitted 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.

Name: Mark Hampton Title: Managing Member

Signature: _____ Date: 3-6-19

Company: Rimrock Construction

Facility: Lehi Tech Apartments

Amendment Log

Date	Description of the Amendment	PCMP Section	Amendment Prepared by

Training Log

Date	Description of the Training	Attendees Name

Exhibit E: Annual report

Site Name: Lehi Tech Apartments		Annual Report for Dates:		
Site Address:				
Facility Contact information				
	NAME and MAILING ADDRESS	Phone	E- MAIL ADDRESS	
SITE CONTACT:				
INSPECTOR CONTACT:				
Inspection Dates:				
1 st Inspection	2 nd Inspection	3 rd Inspection	4 th Inspection	5 th Inspection
Pollutants Found:	Found During Inspection #:	How were Pollutants controlled/disposed?		
Are Controls Functioning Properly?		Yes	No	
Notes:				
Print Name:			Date:	
Signature:			Title or Position	
*Include Training Logs and Inspection Reports with Annual Report when submitting.				

