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DOC # 20220020684

Agreement Page 1 of 35
Gary Christensen Washington County Recorder
04/13/2022 11:49:56 AM Fee \$ 0.00
By ST GEORGE CITY



MAIL RECORDED COPY TO OWNER:
SITLA, C/O Kyle Pasley
231 E 400 S. Room 411
Salt Lake City, UT 84111

AND MAIL RECORDED COPY TO:
St. George City
175 East 200 North
St. George, UT 84770

Tax ID: SG-5-3-31-433-SLL

**CITY OF ST. GEORGE LONG-TERM STORMWATER MAINTENANCE
AGREEMENT WITH STATE AND INSTITUTIONAL TRUST LANDS
ADMINISTRATION FOR SAGE HAVEN PHASE 7**

This Long-Term Stormwater Maintenance Agreement (“Agreement”) is made and entered into this 1st day of April 2022, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (“City”), and State and Institutional Trust Lands Administration, with offices at 231 E. 400 S. Room 411, Salt Lake City, UT 84111 (“Owner”).

RECITALS

WHEREAS, City is authorized and required to regulate and control the disposition of storm and surface waters within its boundaries, as set forth in the City of St. George Code, Stormwater Management, Title 9 Chapter 14, as amended (“Ordinance”), adopted pursuant to the Utah Water Quality Act, and pursuant to City’s MS4 Permit which requires stormwater runoff to be managed by the use of Stormwater Facilities and best management practices; and

WHEREAS, Owner owns real property located in the City of St. George, Washington County, Utah and more particularly described in Exhibit A and incorporated herein as part of this Agreement (“Property”); and

WHEREAS, Owner recognizes that post construction storm water facilities (“Facilities”) shall be installed or were installed pursuant to the approved development plans and specifications for the Property and must be maintained; and

WHEREAS, City and Owner have determined that it is in the best interest of the health, safety and welfare of the citizens of the City that the Facilities be constructed and maintained on the property and that Owner must maintain those Facilities.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

SG Legal Approved as to Form: 01.10.2022

Long-Term Stormwater
Maintenance Agreement
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1. **RECITALS.** The Recitals above are hereby incorporated as part of this Agreement and are binding on the parties.
2. **FACILITIES.** The Facilities shall be or have been constructed by Owner in accordance with the approved plans and specifications for the development. Owner shall, at its sole cost and expense, operate and maintain the Facilities in good working condition and in accordance with the Schedule of Long-Term Maintenance Activities agreed hereto and attached as Exhibit B. Owner shall report biennially to the City on the City's approved forms or City's online reporting system detailing compliance with the requirements of this Agreement. Owner's Long-Term Stormwater Management Plan, (LTSWMP), is attached as Exhibit C. The LTSWMP must be adapted when site conditions and operations change and when existing programs are ineffective. Owner shall maintain the Property in compliance with this plan. When the plan is updated, the new LTSWMP shall be filed with the City Public Works Department and shall replace the LTSWMP on file with the City. The updated LTSWMP shall not be recorded.
3. **ACCESS AND INSPECTIONS.** Owner hereby grants permission to City, its authorized agents and employees, to enter upon the Property to inspect the Facilities whenever City deems necessary. City shall not unreasonably interfere with the business operations on Property. Except in case of an emergency, City shall give at least a 24-hour notice to Owner prior to entry. Notice may be given by posting the Property. Facilities shall be maintained in a manner that makes them available for inspection and maintenance. All inspections shall be conducted in a reasonable manner and at reasonable times. The purpose of the inspection shall be to determine and ensure that the Facilities are adequately maintained, are continuing to perform in an adequate manner, and are in compliance with all City requirements.
4. **FAILURE TO MAINTAIN.** In the event Owner fails to maintain the Facilities in good working order and in a manner that makes them available for inspection, City shall give written notice to Owner to cure such defects or deficiencies with a reasonable time frame for compliance. If Owner fails to comply within the timeframe, City may enter the Property to cure the defects.
5. **RIGHT TO CURE DEFECTS.** Owner hereby authorizes City, its authorized agents and employees, to enter upon the Property to cure the defects if Owner has failed to cure them within the reasonable time frame given for compliance. In case of an emergency, City may enter the Property immediately, without notice, and make the repairs. Owner is solely liable for maintenance of the Facilities. It is agreed that City shall have the right, but not the obligation, to elect to perform any or all of the maintenance activities if, in the City's sole judgment, Owner has failed to perform the same. City makes no representation that it intends to or will perform any of the maintenance activities and any election by City to perform any of the maintenance activities, shall in no way relieve Owner of its continuing maintenance obligations under this Agreement. If City elects to perform any of the maintenance activities, City shall be deemed to perform such work without warranty or representation as to the safety or effectiveness of such work, the work shall be deemed to be accepted by Owner "as is" and shall be covered by Owner's indemnity provisions below. If City performs any of the necessary maintenance activities Owner shall pay all of City's

reasonable costs incurred in performing those necessary maintenance activities. Owner's obligation to pay City's costs of performing necessary maintenance activities is a continuing obligation.

6. **COSTS.** Owner shall reimburse City within thirty (30) days of receipt of an invoice for the costs incurred by City in performing necessary maintenance activities. If not paid within the prescribed time period, City shall have the right to file a lien against the Property in the amount of such reasonable costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to City as a result of Owner's failure to maintain the Facilities.
7. **NO ADDITIONAL LIABILITY.** It is the intent of this Agreement to insure the proper maintenance of the Facilities by the Owner. This Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or caused by storm water runoff.
8. **EXHIBITS.** All exhibits/figures attached hereto are incorporated as part of this Agreement, except updates to Exhibit C shall not be recorded but shall be kept at the City Public Works Department.
9. **AGREEMENT TO RUN WITH THE LAND.** This Agreement shall be recorded at the Recorder's Office of Washington County and shall constitute a covenant running with the land and shall be binding on Owner only for such time as Owner holds title to the Property and shall run with the land and pass to subsequent owners while they own the Property.
10. **COMPLIANCE WITH APPLICABLE LAWS.** Owner expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Owner from any obligation to comply with all applicable requirements of City, state and federal law including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of City, except as modified, waived or declared in this Agreement.
11. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event of a conflict between this Agreement and any other documents with Owner, this Agreement shall govern.
12. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the date of this Agreement. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.
13. **INDEMNITY AND LIABILITY.** City shall not be liable for Owner's stormwater or the

Facilities. Owner shall indemnify, defend and hold harmless City, employees, elected officials, officers, and agents to the extent each of them is acting in their official capacity on behalf of the City (collectively "City") against all claims, demands, causes or action, suits or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of Owner's breach of this Agreement. Notwithstanding, this indemnification obligation shall not include an indemnification of the City for claims, demands, causes or action, liabilities, damages, suits or judgments arising out of the City's negligence. In the event of any such claims made or suits filed against City, City shall give Owner prompt written notice. Owner agrees to defend against any such claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. Owner agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of Owner. Said attorney fees shall be reasonable and subject to review by Owner. Owner shall be responsible for all reasonable costs associated with any claim, demand, action, suit or judgment including reasonable attorney fees for which they indemnify or defend City. If any judgment or claims are entered against City, its authorized agents or employees, Owner shall pay for all reasonable costs and expenses in connection herewith.

14. **COMMON INTEREST DEVELOPMENTS.** If the Property is developed as a Common Interest Development which is defined as membership in or ownership of an "Association" which is responsible for some or all of the commonly owned or controlled area, then the following provisions shall apply during such time as the Property is encumbered by a "Declaration", and the Common Area is managed and controlled by the Association:
- (a) The Association, through its Board of Directors, shall assume full responsibility to perform the maintenance activities required pursuant to this Agreement, and shall undertake all actions and efforts necessary to accomplish the maintenance activities, including but not limited to, levying regular or special assessments against each member of the Association sufficient to provide funding for the maintenance activities, conducting a vote of the membership related to such assessments if required.
 - (b) No provision of the Declaration, nor any other governing document of the Association or grant of authority to its members, shall grant or recognize a right of any member or other person to alter, improve, maintain or repair any of the Property in any manner which would impair the functioning of the Facilities. In the event of any conflict between the terms of this Agreement and the Declaration or other Association governing documents, the provisions of this Agreement shall prevail.
15. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is intended to or shall be deemed to be a waiver of the City's governmental immunity as set forth in applicable statutory law and case law except as otherwise set forth herein.
16. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that jurisdiction and venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court, Washington County, State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

17. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fees incurred for appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
18. **NOTICES.** All notices required herein, and subsequent correspondence in connection with this Agreement shall be mailed to the following:

City of St. George
Attn: City Attorney
175 East 200 North
St. George, Utah, 84770

SITLA
Attn: Kyle Pasley
231 E. 400 S. Room 411
Salt Lake City, UT 84111

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

19. **SUCCESSORS AND ASSIGNS.** Owner shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement, including to any type of owner's association, without assigning the rights and the responsibilities under this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
20. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
21. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not be affected, and shall remain in full force and effect.
22. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this Agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this Agreement.

LONG-TERM STORMWATER MAINTENANCE AGREEMENT

EXHIBIT A

Legal Description(s)

Parcel SG-5-3-31-433-SLL

**LEGAL DESCRIPTION –(AS SHOWN ON WASHINGTON COUNTY RECORDS)
(SAGE HAVEN PHASE 7 BOUNDARY DESCRIPTION)**

**A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 36,
TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN,
WASHINGTON COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:**

**BEGINNING AT A POINT THAT LIES SOUTH 88°52'59" EAST ALONG THE
SECTION LINE 661.33 FEET AND DUE SOUTH 1881.94 FEET, FROM THE NORTH
QUARTER CORNER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 16 WEST,
SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 13°05'12"
EAST 157.82 FEET; THENCE SOUTH 18°56'56" EAST 68.86 FEET; THENCE SOUTH
32°07'17" EAST 54.52 FEET; THENCE SOUTH 20°15'44" EAST 61.42 FEET; THENCE
SOUTH 10°57'00" EAST 59.29 FEET; THENCE SOUTH 03°58'47" EAST 20.91 FEET;
THENCE SOUTH 00°11'47" EAST 75.82 FEET; THENCE SOUTH 08°38'10" WEST
230.81 FEET; THENCE SOUTH 17°08'20" WEST 24.97 FEET; THENCE NORTH
88°43'13" WEST 90.42 FEET; THENCE NORTH 87°41'45" WEST 35.01 FEET;
THENCE NORTH 88°43'13" WEST 60.00 FEET; THENCE NORTHWESTERLY
ALONG A 10.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG
CHORD BEARS NORTH 43°43'13" WEST A DISTANCE OF 14.14 FEET), CENTER
POINT LIES NORTH 88°43'13" WEST THROUGH A CENTRAL ANGLE OF 90°00'00",
A DISTANCE OF 15.71 FEET; THENCE NORTH 88°43'13" WEST 710.00 FEET;
THENCE SOUTHWESTERLY ALONG A 10.00 FOOT RADIUS CURVE TO THE
LEFT, (LONG CHORD BEARS SOUTH 46°16'47" WEST A DISTANCE OF 14.14
FEET), CENTER POINT LIES SOUTH 01°16'47" WEST THROUGH A CENTRAL
ANGLE OF 90°00'00", A DISTANCE OF 15.71 FEET; THENCE NORTH 88°43'13"
WEST 60.00 FEET; THENCE NORTHWESTERLY ALONG A 10.00 FOOT RADIUS
NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 43°43'13"
WEST A DISTANCE OF 14.14 FEET), CENTER POINT LIES NORTH 88°43'13" WEST
THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 15.71 FEET;
THENCE NORTH 01°16'47" EAST 60.00 FEET; THENCE NORTHEASTERLY ALONG
A 10.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD
BEARS NORTH 46°16'47" EAST A DISTANCE OF 14.14 FEET), CENTER POINT LIES
NORTH 01°16'47" EAST THROUGH A CENTRAL ANGLE OF 90°00'00", A
DISTANCE OF 15.71 FEET; THENCE NORTH 01°16'47" EAST 200.00 FEET; THENCE**

NORTHWESTERLY ALONG A 10.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 43°43'13" WEST A DISTANCE OF 14.14 FEET), CENTER POINT LIES NORTH 88°43'13" WEST THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 15.71 FEET; THENCE NORTH 01°16'47" EAST 60.00 FEET; THENCE NORTH 88°43'13" WEST 22.00 FEET; THENCE NORTH 01°16'47" EAST 125.00 FEET; THENCE SOUTH 88°43'13" EAST 138.00 FEET; THENCE NORTH 01°16'47" EAST 85.00 FEET; THENCE SOUTH 88°43'13" EAST 100.00 FEET; THENCE NORTH 01°16'47" EAST 10.00 FEET; THENCE SOUTH 88°43'13" EAST 404.74 FEET; THENCE EASTERLY ALONG A 180.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 80°10'34" EAST A DISTANCE OF 69.33 FEET), CENTER POINT LIES NORTH 01°16'47" EAST THROUGH A CENTRAL ANGLE OF 22°12'26", A DISTANCE OF 69.77 FEET; THENCE NORTH 69°04'20" EAST 24.22 FEET; THENCE SOUTHEASTERLY ALONG A 10.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 65°55'40" EAST A DISTANCE OF 14.14 FEET), CENTER POINT LIES SOUTH 20°55'40" EAST THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 15.71 FEET; THENCE NORTH 69°04'20" EAST 60.00 FEET; THENCE NORTH 20°55'40" WEST 67.01 FEET; THENCE NORTH 69°04'20" EAST 146.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 571,409 SQUARE FEET OR 13.12 ACRES OF WHICH 474,997 SQUARE FEET OR 10.91 ACRES LIE WITHIN THE NORTHEAST QUARTER, AND 96,412 SQUARE FEET OR 2.21 ACRES LIE WITHIN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN

LONG-TERM STORMWATER MAINTENANCE AGREEMENT

Exhibit B

Schedule of Long-Term Maintenance Activities
City of St. George, Utah

Activity	Frequency	Notes
Inspection	Biennial	Owner shall report biennially to the City on the City's approved forms or City's online reporting system, detailing compliance with the requirements of this Agreement.
Mowing and maintenance of vegetation	Variable, depending on vegetation and desired aesthetics	Landscaping and vegetation should be cared for throughout the year to ensure that proper sediment removal and infiltration is maintained. All trimmings shall be removed from the Property.
Remove trash and debris	As needed or following each storm	Trash and debris shall be removed from the Property regularly to ensure that the Facilities function properly and operate effectively. Trash often collects at inlet and outlet structures. These need to be cleaned regularly.
Inspect and maintain inlet and outlet structures	Monthly	The inlet and outlet structures should be inspected for damage and proper operation.
Sediment removal	Variable (2-5 years is typical)	The removal of sediment is necessary if the Facilities begin to lose capacity or effectiveness. The Owner will remove and dispose of all accumulated sediments which shall be disposed of properly, offsite.

EXHIBIT C

Long-Term Storm Water Management Plan

for:

Sage Haven Phase 7
Jasper Ridge Drive and Green Mountain Drive
St. George, UT 84790

Owner:

Name: State and Institutional Trust Lands Administration
Address: 1593 Grapevine Crossing
City, State and Zip: Washington, UT 84780
Email: kylepasley@utah.gov

Property Manager:

Name: Desert Color St. George LLC
Address: 817 North 900 West
City, State and Zip: Orem, UT 84057
Email: mdansie@desertcolor.com

A Portion of SG-5-3-31-433-SLL

LEGAL DESCRIPTION – (AS SHOWN ON WASHINGTON COUNTY RECORDS)

(Sage Haven Phase 7 Boundary Description)

A parcel of land located in the North Half of Section 36, Township 43 South, Range 16 West, Salt Lake Base and Meridian, Washington County, Utah, being more particularly described as follows:

Beginning at a point that lies South 88°52'59" East along the section line 661.33 feet and due South 1881.94 feet, from the North Quarter Corner of Section 36, Township 43 South, Range 16 West, Salt Lake Base and Meridian, and running thence South 13°05'12" East 157.82 feet; thence

Long-Term Stormwater Management Plan updated 10/01/2019

South 18°56'56" East 68.86 feet; thence South 32°07'17" East 54.52 feet; thence South 20°15'44" East 61.42 feet; thence South 10°57'00" East 59.29 feet; thence South 03°58'47" East 20.91 feet; thence South 00°11'47" East 75.82 feet; thence South 08°38'10" West 230.81 feet; thence South 17°08'20" West 24.97 feet; thence North 88°43'13" West 90.42 feet; thence North 87°41'45" West 35.01 feet; thence North 88°43'13" West 60.00 feet; thence northwesterly along a 10.00 foot radius non-tangent curve to the left, (long chord bears North 43°43'13" West a distance of 14.14 feet), center point lies North 88°43'13" West through a central angle of 90°00'00", a distance of 15.71 feet; thence North 88°43'13" West 710.00 feet; thence southwesterly along a 10.00 foot radius curve to the left, (long chord bears South 46°16'47" West a distance of 14.14 feet), center point lies South 01°16'47" West through a central angle of 90°00'00", a distance of 15.71 feet; thence North 88°43'13" West 60.00 feet; thence northwesterly along a 10.00 foot radius non-tangent curve to the left, (long chord bears North 43°43'13" West a distance of 14.14 feet), center point lies North 88°43'13" West through a central angle of 90°00'00", a distance of 15.71 feet; thence North 01°16'47" East 60.00 feet; thence northeasterly along a 10.00 foot radius non-tangent curve to the left, (long chord bears North 46°16'47" East a distance of 14.14 feet), center point lies North 01°16'47" East through a central angle of 90°00'00", a distance of 15.71 feet; thence North 01°16'47" East 200.00 feet; thence northwesterly along a 10.00 foot radius curve to the left, (long chord bears North 43°43'13" West a distance of 14.14 feet), center point lies North 88°43'13" West through a central angle of 90°00'00", a distance of 15.71 feet; thence North 01°16'47" East 60.00 feet; thence North 88°43'13" West 22.00 feet; thence North 01°16'47" East 125.00 feet; thence South 88°43'13" East 138.00 feet; thence North 01°16'47" East 85.00 feet; thence South 88°43'13" East 100.00 feet; thence North 01°16'47" East 10.00 feet; thence South 88°43'13" East 404.74 feet; thence easterly along a 180.00 foot radius curve to the left, (long chord bears North 80°10'34" East a distance of 69.33 feet), center point lies North 01°16'47" East through a central angle of 22°12'26", a distance of 69.77 feet; thence North 69°04'20" East 24.22 feet; thence southeasterly along a 10.00 foot radius curve to the right, (long chord bears South 65°55'40" East a distance of 14.14 feet), center point lies South 20°55'40" East through a central angle of 90°00'00", a distance of 15.71 feet; thence North 69°04'20" East 60.00 feet; thence North 20°55'40" West 67.01 feet; thence North 69°04'20" East 146.22 feet to the point of beginning.

Containing 571,409 square feet or 13.12 acres of which 474,997 square feet or 10.91 acres lie within the Northeast Quarter, and 96,412 square feet or 2.21 acres lie within the Northwest Quarter of Section 36, Township 43 South, Range 16 West, Salt Lake Base and Meridian

PURPOSE AND RESPONSIBILITY

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

This Long-Term Storm water 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 storm water system, groundwater and generate loose litter must be prohibited, unless SOPs are written to manage those activities or operations and amended into this LTSWMP.

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 at our site is limited at controlling and containing pollutants and our operations if managed improperly can contaminate the environment. This LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the pollution containment limitations of our site infrastructure and direct our maintenance operations to responsibly manage our grounds.

Instructions:

- The purpose of this section is to help the Operator understand that the property can impact water quality and why it is important to maintain the property according to this LTSWMP.
- Describe site infrastructure, structural controls and any low impact development designs(LIDs) necessary to control and contain pollutants. Identify the limitations of the infrastructure at controlling and containing pollutants. It is important the Operator, staff, service contractors and anyone else involved in onsite operations and activities understand the unique exposures, operations and infrastructure which impact the storm drain systems.
- Describe both business operations and maintenance activities that generate pollutants.
- Create a facility site map, including the overview of the facility with the location of all Long-Term Storm water best management practices, including landscape area, waste management and retention/detention areas etc.
- Briefly identify the need for SOP that are necessary to compensate for the limitations of the site infrastructure and operations. Create SOPs to manage the site functions, and maintenance operations. Include the SOPs in this plan.
- Generally, most sites will have the following infrastructure listed in this Section, however, the designer is expected to add or remove descriptions to accurately represent the unique site infrastructure needing controls.

Parking, Sidewalk and flatwork

Any sediment, leaves, debris, spilt fluids or other waste that collects on the streets, alleys and sidewalks will be carried by runoff to our storm drain inlets. This waste material will settle in the storm drain system increasing maintenance cost and solid and dissolved waste in the runoff can pass through the system ultimately polluting the Virgin River. Maintenance involves regular sweeping, but it can also involve pavement washing to remove stains, slick spots and improve appearance when necessary. Use the Pavement Maintenance and the Pavement Washing SOPs to manage pollutants that collect on the pavements.

Landscaping

The landscape operations can result in grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides and other pollutants to fall or be left on the paved areas. This waste material will settle in the storm drain system increasing maintenance cost and solid and dissolved waste in the runoff can pass through the storm drain system ultimately polluting the Virgin River. The primary pollutant impairing the Virgin River is organic material, so it is vital that the paved areas with direct connection to the City storm drain

systems remain clean of landscape debris. Use the Landscape Maintenance SOP to prevent this potential pollution source from affecting the Virgin River.

Storm Drain System

The storm drain inlet(s) direct all runoff to a sub-grade retention system that is designed to capture floating material and heavier sediment particles, but does not trap suspended or dissolved pollutants. This retention system is susceptible to bypass and scour during large storm events and the dissolved pollutants will pass through and harm the Virgin River. Also the storm water treatment system holds water that can breed mosquitoes. It is important to regularly maintain this system to protect the Virgin River and prevent mosquito breeding. Use the Storm Drain Maintenance SOP to manage the storm drain system responsibly.

Waste Management

The trash cans with lids are intended to prevent precipitation exposure minimizing liquids that can leak to pavements. Lids will also prevent the light weight trash carried off by wind. Good waste management systems, if managed improperly, can become the source of the very pollution that they were intended to control. Use the Waste Management SOP to control and manage the solid waste generated.

Utility System

The roof top utility system is exposed to the roof drains which drain to the pavements. This heating and air conditioner unit contains oils and other chemicals that can harm the Virgin River if allowed to drain off the property. Liquids and other waste generated by maintenance of this system can be appropriately managed by the Spill Containment and Cleanup SOP.

Equipment / Outside Storage

There is not an anticipated need for outside storage of equipment or maintenance materials on this project and therefore no additional SOP is necessary.

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 an attached spreadsheet.

SECTION 3: RECORDKEEPING

Maintain records of operation and maintenance activities in accordance with SOPs. Mail a copy of the record to St. George City Storm water division annually.

SECTION 4:

Instructions:

- Include all drawings, details, SOPs and other supporting information referenced in Sections 1.
- Ensure the LTSWMP is updated with any as-built plans, details and SOP changes prior to releasing the project, and NOI.

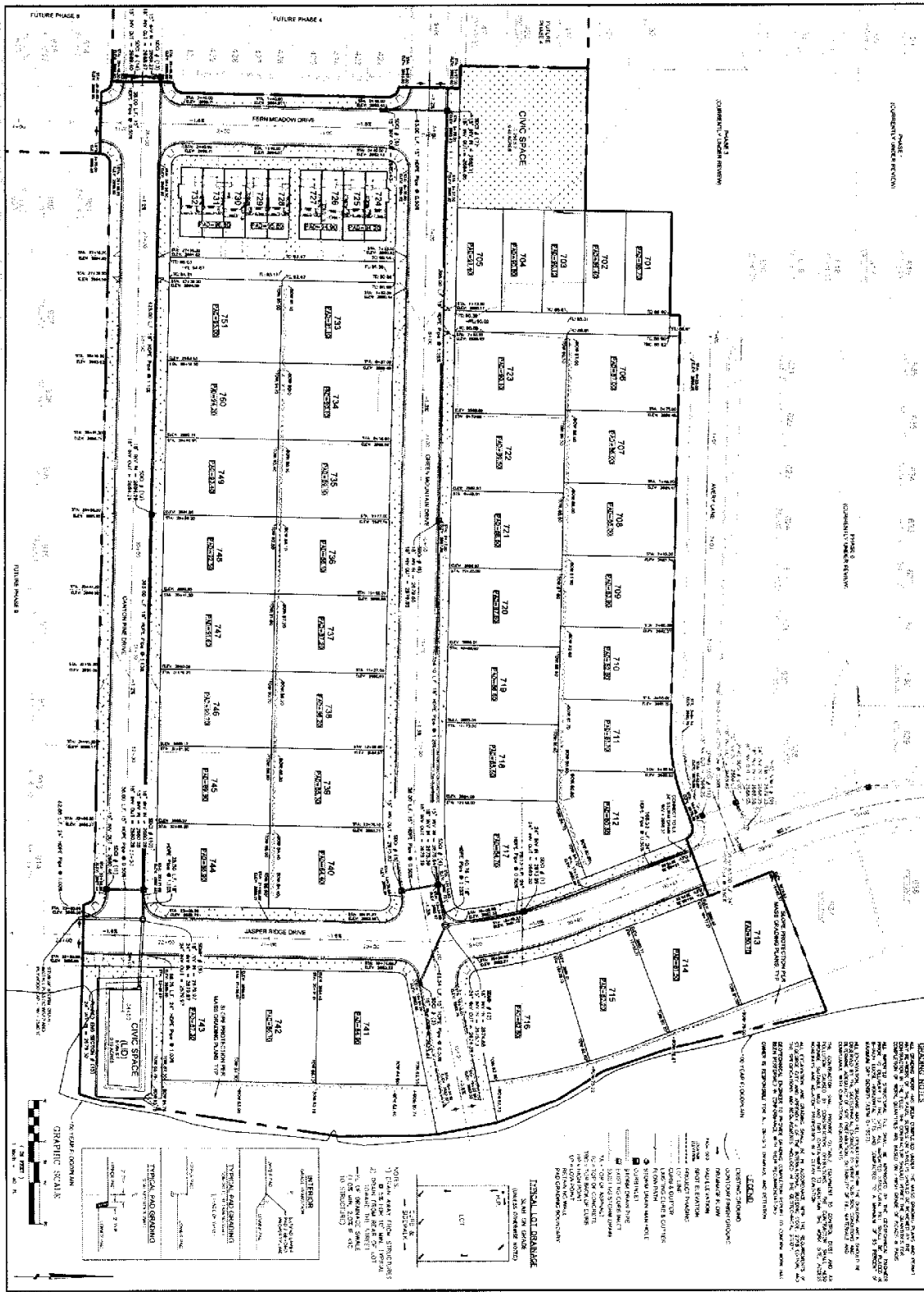
Site Drawings and Details
SOPs
Recordkeeping Documents

Long-Term BMP's inspection and maintenance schedule

Long-Term BMP's are required to be inspected by a qualified person during the installation to ensure the control is properly installed, with follow up inspections and a maintenance schedule as provided below. A list of BMP's and inspection schedule is shown below as listed in Exhibit B.

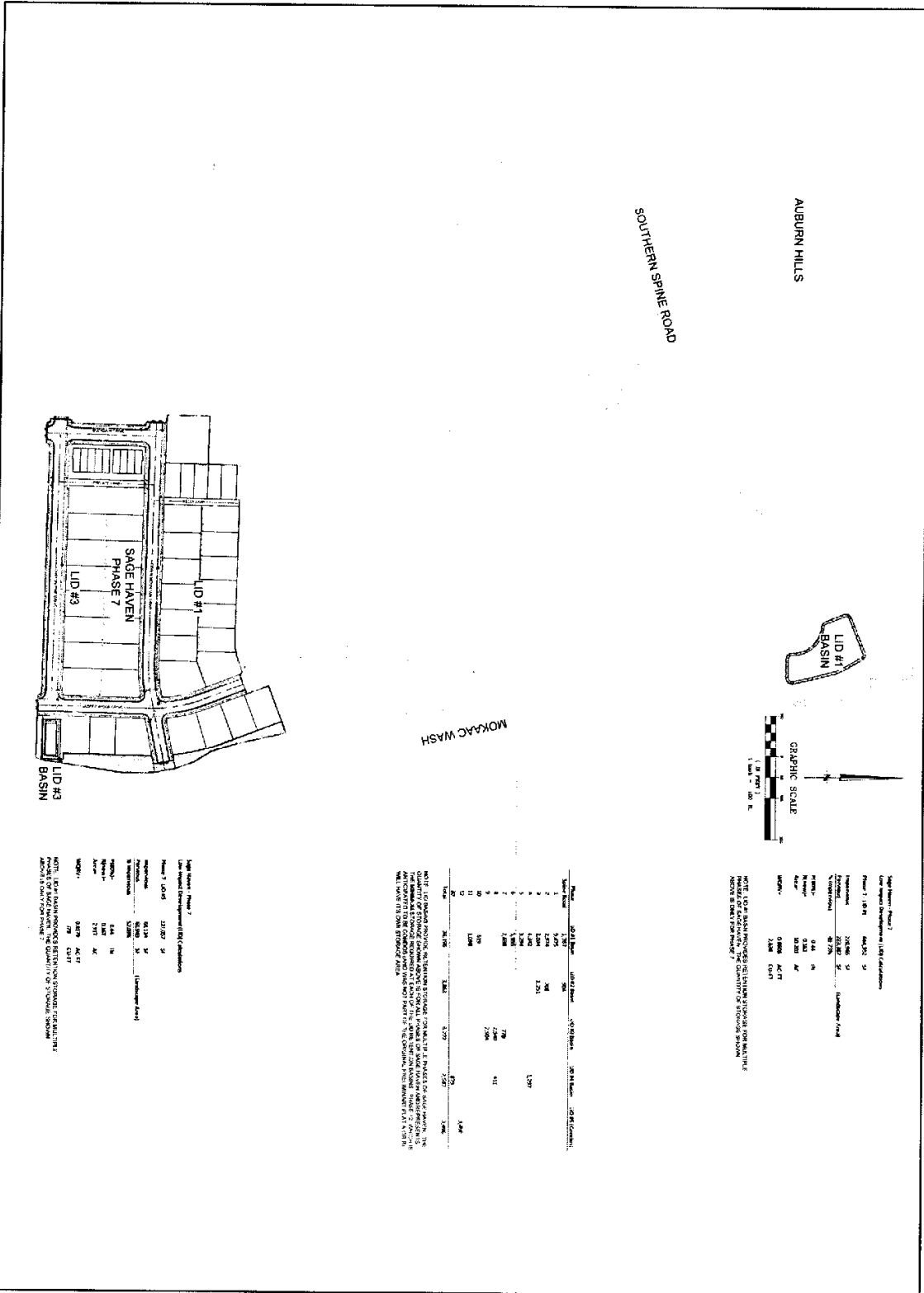
List of BMP's	Describe the inspection and maintenance schedule
Parking Lots Cleaning/Maintenance	Weekly walk-through and twice annual comprehensive
Mulch and Soils	Twice annually
Mowing and Trimming	Walkthrough and Clean up following regular maintenance
Fertilizer	Walkthrough and Clean up following each application
Storm Inlets	Twice annually
Cleanout box	Twice annually
Roof Drains	Twice annually
Floor Drains	Twice annually
Leaves – Autumn Cleanup	Once annually in the fall (prior to cold weather conditions)
Trash and Debris	Twice annually
HVAC	Twice annually
Underground Injection Control (UIC)	Twice annually

SITE DRAWINGS AND DETAILS



<p>C31</p>	<p>GRADING & DRAINAGE SAGE HAVEN PHASE 7 AT DESERT COLOR LOCATED IN ST. GEORGE, UTAH</p>	<p>BUSH & GUDGELL, INC. Engineers - Planners - Surveyors 205 East Tabernacle Square #4 St. George, Utah 84778 Phone (435) 675-2337 / Fax (435) 675-3161 www.bushandgudgell.com</p>	
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Utility Design Approved by the JUC: 09/10/2021



C92 LID IMPLEMENTATION PLAN SAGE HAVEN PHASE 7 AT DESERT COLOR LOCATED IN ST. GEORGE, UTAH		BUSH & GUDGELL, INC. Engineers - Planners - Surveyors 205 East Tabernacle Suite #4 St. George, Utah 84770 Phone (435) 973-2337 / Fax (435) 673-3161 www.bushandgudgell.com	
		Utah Design Approved By: JW AUG 08-18-2021	

Asphalt & Concrete Surfaces Maintenance

Standard Operating Procedure

PURPOSE:

To prevent pollution of storm water run-off from paved surfaces.

PROCEDURE:

1. Preparation:
 - a. Conduct employee training to reinforce proper housekeeping annually and at hire.
 - b. Restrict parking in areas to be swept prior to and during sweeping.
 - c. Perform regular maintenance and services in accordance with the recommended vehicle maintenance schedule on sweepers to increase and maintain efficiency.

2. Process:
 - a. Sweep parking areas, as needed, or as directed.
 - b. Hand sweep sections of gutter if soil and debris accumulate.
 - c. Pick-up litter as required to keep parking areas clean and orderly.

3. Clean-up:
 - a. Dispose of sweepings properly (designated solid waste facility).
 - b. Street sweepers to be cleaned out in a manner as instructed by the manufacturer and in a location that swept materials cannot be introduced into the storm drain.
 - c. Swept materials will not be stored in locations where storm water could transport fines into the storm drain system.

4. Documentation:
 - a. Retain work orders to track swept parking areas and approximate quantities.
 - b. Log training activities along with regular required safety training.

Landscape Maintenance Operations

Standard Operating Procedure

PURPOSE:

To protect storm water by properly preventing any solids, liquids or any light weight material from being carried away from the building by wind or water including application of pesticides, herbicides, & fertilizers.

PROCEDURE:

1. Preparation:

- a. Make sure to follow all recommended SDS and MSDS instructions before handling any chemicals.
- b. Make sure all pesticide application is conducted following manufacturer's recommendations.
- c. Calibrate fertilizer and pesticide application equipment to avoid excessive application.
- d. Use pesticides only if there is an actual pest problem.
- e. Time and apply the application of fertilizers, herbicides or pesticides according to the manufacturer's recommendation for best results ("Read the Label").
- f. Know the weather conditions. Do not use pesticides if rain is expected within a 24- hour period. Apply pesticides only when wind speeds are low (less than 5 mph).

2. Process:

- a. Follow the manufacturer's recommendations for mixing, applying, and disposing of pesticides ("Read the Label").
- b. Grooming:
 - Lawn Mowing - Immediately following operation sweep or blow clippings onto vegetated ground.
 - Fertilizer Operation - Prevent overspray. Sweep or blow fertilizer onto vegetated ground immediately following operation.
 - Pesticide Operation - Prevent overspray, use spot treatment, sweep or blow dry pesticide onto vegetated ground immediately.
 - Remove or contain all erodible or loose material prior to forecast wind and precipitation events, before any non-storm water will pass through or over the site.
 - Landscape project materials and waste can usually be contained or controlled by operational BMP's.
 - Operational; including but not limited to:

-
- Strategic staging of materials eliminating exposure, such as not staging on pavement
 - Avoiding multiple day staging of landscaping backfill and spoil on pavements
 - Haul off spoil as generated or daily
 - Scheduling work when weather forecasts are clear.

3. Cleanup

- a. Remove or contain all erodible or loose material prior forecast wind and precipitation events, before any non-storm water will pass through and over the project site and at end of work period. Light weight debris and landscape materials can require immediately attention when wind expected.
- b. Landscape project materials and waste can usually be contained or controlled by operational best management practices.
- Operational; including but not limited to:
 - Strategic staging of materials eliminating exposure, such as not staging on pavement
 - Avoiding multiple day staging of landscaping backfill and spoil on pavements
 - Haul off spoil as generated or daily
 - Scheduling work when weather forecasts are clear.
- Use dry cleanup methods, e.g. square nose shovel and broom and it is usually sufficient when no more material can be swept onto the square nosed shovel.
- Power blowing tools

4. Waste Disposal:

- a. Dispose of waste according to Building Waste Management SOP, unless superseded by specific SOPs for the operation.

5. Equipment:

- a. Tools sufficient for proper containment of pollutants and cleanup.
- b. Push broom and square blade shovel should be a minimum.

6. Training:

- a. Annually and at hire
- b. Landscape Service Contractors must have equal or better SOPs.

Waste Management

Standard Operating Procedure

PURPOSE:

To prevent pollution of storm water from improper handling of garbage and maintenance of cans.

PROCEDURE:

1. Preparation:
 - a. Train employees on proper trash disposal annually and at hire.
 - b. Locate dumpsters and trash cans in convenient, easily observable areas.
 - c. Provide properly-labeled recycling bins to reduce the amount of garbage disposed.
 - d. Where feasible, install berms, curbing, or vegetation strips around storage areas to control water from entering and leaving storage areas.
2. Process:
 - a. Inspect garbage bins for leaks regularly, and have repairs made immediately by responsible party.
 - b. Request/use dumpsters, and trash cans with lids and without drain holes.
 - c. Locate dumpsters on a flat, hard surface that does not slope or drain directly into the storm drain system.
3. Clean-up:
 - a. Keep areas around dumpsters clean of all garbage.
 - b. Ensure garbage bins emptied regularly to keep from overflowing.
 - c. Wash interior of bins or dumpsters, as needed, in properly designated areas.
4. Waste Disposal Restrictions for all waste for the Landfill
 - a. Generally, most waste generated at this property, and waste from spill and cleanup operations can be disposed in dumpsters under the conditions listed in the SOP. Unless other disposal requirements are specifically identified by the product SDS or otherwise specified in the SOP's.
 - b. Know the facility disposal requirements and restrictions. It should not be assumed that all waste disposed in collection devices will be disposed at the Landfill.
 - c. Review Landfill regulations for additional restrictions and understand what waste is prohibited in the Landfill. Ensure the SDS and Landfill

regulations are not contradictory.

Storm Drain Maintenance Operations

Standard Operating Procedure

PURPOSE:

To prevent pollution of storm water from sediment and debris.

PROCEDURE:

1. Preparation:

- a. Train all employees at hire and annually.
- b. Locate Storm Drain
- c. Inspect for need

2. Process:

- a. Schedule cleaning for boxes and pipe that contain 2" or more of sediment and debris.
- b. Remove debris by vacuum operated machinery
- c. When accumulations are mostly floating debris this material can be removed with a net.

3. Cleanup

- a. Dispose of waste collected by machinery at regulated facilities.
- b. Floating materials and floating absorbent materials may be disposed in dumpster when dried out. Dry dirt and slurry may also be disposed in the dumpster.
- c. Disposal of hazardous waste
 1. Dispose of hazardous waste at regulated disposal facilities, see Waste Management and Spill Control SOP
 - ii. Disposal of waste collected from sanitary sewer device at regulated facilities.

Pavement Washing Operations

Standard Operating Procedure

PURPOSE:

To prevent waste fluids and detergents from entering the storm drain system.

PROCEDURE:

1. Preparation:

- a. Dam the inlet using a boom material that seals itself to the pavement and pick up the wastewater with shop vacuum or absorbent material.
- b. Training annually and at hire

2. Process:

- a. Collect wastewater with a shop vacuum simultaneously with the washing operation.

3. Cleanup

- a. Small volumes can usually be drained to the local sanitary sewer. Contact St. George City Wastewater department at 435-627-4256
- b. Large volumes must be disposed at regulated facilities.
- c. Pavement washing is determined by conditions that warrant it, including but not limited to prevention of slick or other hazardous conditions or restore acceptable appearance of pavements.

Swimming Pool, Spa and Pond drainage

Standard Operating Procedure

PURPOSE:

To prevent chemicals and algae from entering the storm drain.

PROCEDURE:

1. Preparation:
 - a. Contact the city prior to draining any pool or pond into the storm drain and provide documentation verifying that the water is chlorine and algae free.
 - b. Conduct employee training to reinforce proper housekeeping annually and at hire.
2. Process:
 - a. De-chlorinate Pool/spa or pond. Pool/Spa may be emptied into the storm drain if the chlorine or bromine content is <1 part per million, pH level of the water must fall within a range of 7 to 8, and be free of other chemicals. Test pool water to verify that the water is free from chlorine, other chemicals and algae
 - b. Pool/spa discharges should be maintained on private property or in a sanitary sewer clean-out on private property, if water is not de-chlorinated.
 - c. Draining water temperature should NOT exceed 100 degrees Fahrenheit.
 - d. The recommended flow rate when draining a swimming pool/spa should never exceed twelve (12) gallons per minute. Safe flow rates may differ depending on the size of drain line, distance to sewer clean-out and conditions of pipes.
3. Clean-up:
 - a. Small volumes can usually be drained to the local sanitary sewer. Contact St. George City Wastewater department at 435-627-4256 with questions.
 - b. Remember, only clean water, is allowed to enter into the City Storm drain, no dirt, sediment or debris.
 - c. Conduct employee training to reinforce proper housekeeping annually and at hire.

General Construction Maintenance

Standard Operating Procedure

PURPOSE:

To prevent any solids, liquids or light-weight materials from being carried away from the construction or maintenance project by wind or water to the storm drain.

PROCEDURE:

1. Preparation:
 - a. This SOP should provide sufficient direction for many of the general operations, e.g., building maintenance, curb/sidewalk/flatwork, overlay/patching, landscape renovations, misc. maintenance/repairs, etc.
 - b. Training at hire and annually.
2. Process:
 - a. Remove or contain all erodible or loose material prior forecast wind and precipitation events or before non-storm water will pass through the project site. For light weight debris maintenance can require immediately attention for wind events and many times daily maintenance or as needed for precipitation or non-storm water events.
 - b. Project materials and waste can be contained or controlled by operational or structural best management practices.
 - Operational; including but not limited to:
 - Strategic staging of materials eliminating exposure, such as not staging on pavement
 - Avoiding multiple day staging of backfill and spoil
 - Haul off spoil as generated or daily
 - Schedule work during clear forecast
 - Structural; including but not limited to:
 - Inlet protection, e.g. wattles, filter fabric, drop inlet bags, boards, planks
 - Gutter dams, e.g. wattles, sandbags, dirt dams
 - Boundary containment, e.g. wattles, silt fence
 - Dust control, e.g. water hose,
 - Waste control, e.g. construction solid or liquid waste containment, dumpster, receptacles
 - c. Inspection often to insure the structural best management practices are in good operating condition and at least prior to the workday end. Promptly repair damaged best management practices achieving effective containment.
3. Cleanup:

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- a. Use dry cleanup methods, e.g. square nose shove and broom.
 - b. Wet methods are allowed if wastewater is prevented from entering the storm water system, e.g. wet/dry vacuum, disposal to our landscaped areas.
 - c. When a broom and a square nosed shovel cannot pick any appreciable amount of material.
 - d. Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.
 - e. Never discharge waste material to storm drains

Spill Control

Standard Operating Procedure

PURPOSE:

To protect storm water by educating employees on proper spill cleanup procedures, state reporting requirements, and preventative actions.

PROCEDURE:

1. Always:

- a. Stop the source of the spill, if possible, to safely do so.
- b. Contain any liquids, if possible, to safely do so.
- c. Cover the spill with absorbent material such as kitty litter, sawdust, or oil absorbent pads. Do not use straw or water (See SOP #8 Petroleum and Chemical Disposal).
- d. Petroleum spills involve, but are not limited to: crude oil, gasoline, various fuel oils, lubricating oil, hydraulic oil, asphaltic residuals.
- e. Report a petroleum spill (435) 627-4142 if:
 - i. The spill is greater than 25 gallons, or
 - ii. The spill cannot be immediately contained, or
 - iii. The spill and/or contamination cannot be completely removed within 24 hours, or
 - iv. There is an impact or potential impact to ground/surface water.
 - v. **IF IN DOUBT, REPORT THE SPILL!**
- f. Hazardous materials spills involve non-oil spills that pose a threat to human health or the environment, such as chemical releases.
 - i. Report any discharge of hazardous waste immediately (within one hour) to local emergency officials (fire department), then contact Health Department Emergency Response Team (435) 673-3528.
 - ii. Contact local fire department (435) 627-4150
 - iii. Develop and maintain a Spill Prevention, Control, and Countermeasure (SPCC) Plan if the facility stores more than 1,320 gallons of petroleum.
- g. Fit petroleum and chemical storage containers with secondary containment structures.
- h. Keep a spill kit in areas where petroleum or hazardous materials are stored.
- i. Train employees in spill response procedures and equipment.
- j. Deploy containment booms if spill could potentially reach a storm drain or water body.
- k. Position mats to contain drips from equipment or vehicles until they can be repaired.

2. Cleanup:

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- a. NEVER WASH SPILLS TO THE STORM DRAIN SYSTEM
 - b. Clean per SDS requirements but generally most spills can be cleaned up according to the following:
 - Absorb liquid spills with spill kit absorbent material, sand or dirt until liquid is sufficiently converted to solid material.
 - Remove immediately using dry cleanup methods, e.g. broom and shovel, or vacuum operations.
 - Cleanup with water and detergents may also be necessary depending on the spilled material. However, the waste from this operation must be vacuumed or effectively picked up by dry methods. See Pavement Washing SOP.
 - Repeat process when residue material remains.
 - c. Follow SDS requirements but usually most spills can be disposed per the following b. & c.
 - d. Generally, most spills absorbed into solid forms can be disposed to the dumpster and receptacles. Follow Waste Management SOP.
 - e. Generally, Liquid waste from surface cleansing processes may be disposed to the sanitary sewer system after the following conditions have been met:
 - Dry cleanup methods have been used to remove the bulk of the spill and disposed per the Waste Management SOP.
 - The liquid waste amounts are small and diluted with water. This is intended for spill cleanup waste only and never for the disposal of unused or spent liquids.
3. Documentation:
- a. Document all spills in spreadsheet.
4. SDS sheets:
- a. SDS Manual is filed in break room.
5. Materials:
- a. Generally, sand or dirt will work for most cleanup operations and for containment. However, it is the responsibility of the owner to select the absorbent materials and cleanup methods that are required by the SDS Manuals for chemicals used by the company.
6. Training:
- a. Annually and at hire.

Retention/Detention Basin Maintenance

Standard Operating Procedure

PURPOSE:

To protect storm water by maintaining the ability of retention/detention basins to trap sediment, and organic matter. This reduces clogging the storm drain system as well as the transport of sediments and pollutants into receiving water bodies.

PROCEDURE:

1. Preparation:

- a. Inspect detention/retention basins for structural integrity and evidence of illicit discharges. If gross contamination is present (sewage or oil) stop cleaning and report to supervisor for follow-up and notify City Storm water Supervisor
- b. Conduct visual inspection outside of the basin
- c. Conduct visual inspection inside the basin to prevent and remove sediment build up in storm water tanks or silt trap..

2. Process:

- a. Contact Facilities Manager if drain appears to be clogged or in need of service.
- b. Clean using a high powered vacuum truck to start vacuum standing water and sediment.
- c. Systematically clean basin per maintenance plan
- d. Dispose solids in a sealed waste container that will be transferred to a permitted, lined solid waste landfill or other solid waste treatment facility. Fluids collected during cleaning shall be discharged to a sanitary sewer or buffered detention area.

3. Cleanup:

- a. When the vacuum truck is full of sediment, take it to the designated location to dump all sediment out of truck and into a drying bed.
- b. Wash down area before leaving the designated dump location.
- c. Never discharge waste material to storm drains

4. Documentation

- a. Keep records of number of basins cleaned, date cleaned and any other issues resolved.
- b. Record the amount of waste collected and number of basins cleaned and the area in which they were cleaned.

St. George City
Long-Term Storm Water Management Plan
October 2019

PLAN RECORDKEEPING DOCUMENTS

