

MAIL RECORDED COPY TO OWNER
475 Quality Utah LLC
475 E. Quality Drive
St. George, Utah 84790

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

DOC # 20230023027

Agreement Page 1 of 38
Gary Christensen Washington County Recorder
08/01/2023 04:46:58 PM Fee \$ 0.00
By ST GEORGE CITY



Tax ID: SG-5-3-19-115-CD2

CITY OF ST. GEORGE LONG-TERM STORMWATER MAINTENANCE AGREEMENT WITH 475 QUALITY UTAH LLC FOR KANGAROO STORAGE

This Long-Term Stormwater Maintenance Agreement ("Agreement") is made and entered into this July 19, 2023 by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 ("City"), and 475 Quality Utah LLC, with offices at 475 E. Quality Drive, St. George, Utah 84790 ("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:

- 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

475 Quality Utah LLC
Attn: Ben Wade
475 E. Quality Drive
St. George, Utah 84790

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.
23. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement

shall survive any legal act or conveyance required under this Agreement.

24. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.


25. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.

26. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.


IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

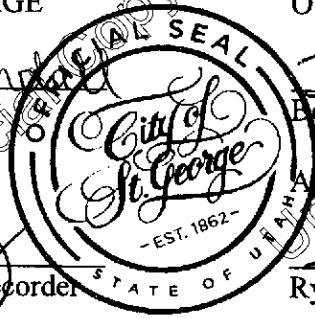
CITY: CITY OF ST. GEORGE

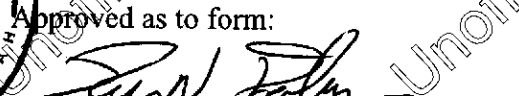
OWNER: 475 QUALITY UTAH LLC


Michele Randall, Mayor

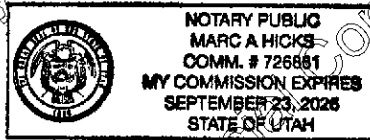

Ben Wade, Owner

ATTESTED:

Christina Fernandez, City Recorder



Approved as to form:

Ryan N. Dooley, Assistant City Attorney

STATE OF UTAH)
Salt Lake)
County of Washington)



On the 19 day of July, 2023, before me, Marc A. Hicks a notary public, personally appeared Ben Wade proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he/she executed the same voluntarily for its stated purpose.


Notary Public

LONG-TERM STORMWATER MAINTENANCE AGREEMENT

EXHIBIT A

Legal Description(s)

Parcel SG-5-3-19-115-CD2

**LEGAL DESCRIPTION –(AS SHOWN ON WASHINGTON COUNTY RECORDS)
BEGINNING AT A POINT NORTH 1°10'51" EAST 1543.62 FEET ALONG THE
SECTION LINE AND NORTH 90° 00'00" WEST 1763.44 FEET FROM THE EAST 1/4
CORNER OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE
BASE AND MERIDIAN; AND RUNNING THENCE NORTH 50°50'53" WEST 341.94
FEET; THENCE NORTH 55°38'13" EAST 45 06 FEET; THENCE NORTH 43°57'59"
EAST 653.25 FEET; THENCE SOUTH 45°07'03" EAST 275.51 FEET; THENCE SOUTH
39°08'07" WEST 666.54 FEET TO THE POINT OF BEGINNING. CONTAINING 4.753
ACRES**

(PROPOSED LOT 128A FORT PIERCE BUSINESS PARK)

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.

Long-Term Storm Water Maintenance Plan

for:

KANGAROO STORAGE

475 Quality Drive
St. George, Utah 84790

FACILITY CONTACT(S):

Kangaroo Storage
475 Quality Drive
St. George, Utah 84790
Phone: 435-236-3772
Fax/email: tmtrentalsstg@gmail.com

Landmark Project No.:
230418

LTSWMP Preparation Date:
07/18/2023

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SWPPP Appendices

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- Appendix B: Site Maps
- Appendix C: Inspection Reports and Certifications
- Appendix D: Long Term Storm Water Management Agreement
- Appendix E: Additional Information (i.e., Other permits such as dewatering, stream alteration, wetland; and out of date L1 SWMP documents)

Long-Term Storm Water Maintenance Plan (LTSWMP)
Kangaroo Storage
Landmark Project No. 230418

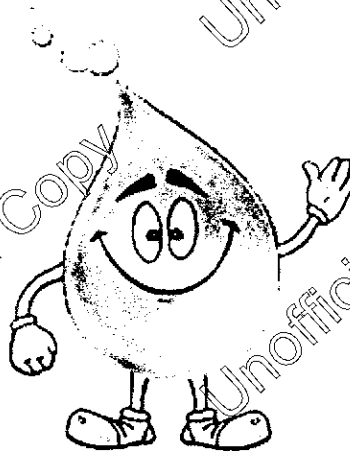


PUROPOSE AND RESPONSIBILITY

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 stormwater runoff that pollute waters of the State.

Stormwater structures are designed so that rainfall from storm events are directed into areas where stormwater may safely accumulate or be discharged into local water bodies. These systems prevent loss of life and/or property that could result from a buildup of storm water in any given area. Excessive sediment or debris as well as pollutants from spills or leaks are threats to the health and safety of our state waterbodies that we depend on for water, recreation, and a thriving desert ecosystem. It is therefore imperative that stormwater structures associated with each property are routinely inspected and maintained so that the structures can direct stormwater as designed. Remember: we all live downstream!

This Long-Term Stormwater Management Plan (LTSWMP) describes the systems, operations, 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 stormwater system, groundwater and generate loose litter must be prohibited, unless SOPs are written to manage those activities or operations and amended into this LTSWMP.



We All Live Downstream
www.waterpollution.com

Long-Term Storm Water Maintenance Plan (LTSWMP)
Kangaroo Storage
Landmark Project No: 230418



SECTION 1: CONTACT INFORMATION/ RESPONSIBLE PARTIES

1.1 Property Owner(s) and Facility Contacts

Property Contact:

Kangaroo Storage
475 Quality Drive
St. George, Utah 84790
Phone: 435-236-3772
Fax/email:
tmtrentalsstg@gmail.com

Property Owner (s):

Kangaroo Storage
475 Quality Drive
St. George, Utah 84790
Phone: 435-236-3772
Fax/email:
tmtrentalsstg@gmail.com

City Stormwater Contact(s):

City of St. George
Kristi Schultz
175 N 200 E
St. George, Utah 84770
Phone: (435) 627-4142
Fax/email: Kristi.schultz@sgcity.org

City Stormwater Contact(s):

City of St. George
Karen Roundy
175 N 200 E
St. George, Utah 84770
Phone: (435) 760-5984
Fax/email: karen.roundy@sgcity.org

LTSWMP Contact(s):

Kangaroo Storage
475 Quality Drive
St. George, Utah 84790
Phone: 435-236-3772
Fax/email:
tmtrentalsstg@gmail.com

Emergency 24-Hour Contact:

Phone: 435-236-3772
Fax/email:
tmtrentalsstg@gmail.com

Long-Term Storm Water Maintenance Plan (LTSWMP)
Kangaroo Storage
Landmark Project No. 230418



1.2 Storm Water Team

Development of SWPPP

Plan Writing
Landmark Testing and Engineering
James Armstrong, RSW, RSI, ECS
435-730-4629
specialprojects@landmarktesting.com

Plan Review
Landmark Testing and Engineering
Jeff Webb, RSI, ECS, RSW
435-319-7073
jeff@landmarktesting.com

Conduct Site Inspections

Landmark Testing and Engineering
James Armstrong, RSW, RSI, ECS
435-730-4629
specialprojects@landmarktesting.com

SWPPP modifications, Compliance with permit requirements (installing and maintaining storm water controls, taking corrective action)

Kangaroo Storage
Phone: 435-236-3772
Fax/email: tmtrentalsstg@gmail.com

Long-Term Storm Water Maintenance Plan (LTSWMP)
Kangaroo Storage
Landmark Project No. 230418



1.3 Project/Site Information

Project Site Name: Kangaroo Storage
Project Address / Location: 475 Quality Drive
Project City: St. George State: Utah Zipcode: 84790

Parcel: SG-5-3-19-15-CD2

Project County: Washington

Latitude: 37.035190 Longitude: 113.573488

Method for determining latitude / longitude:

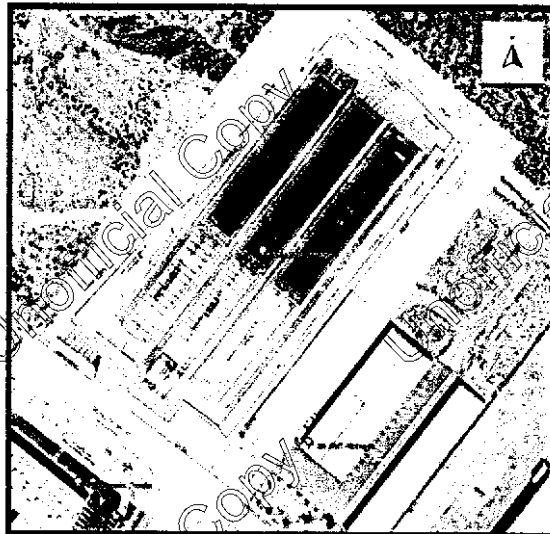
- USGS topographic map (specify scale: _____)
- EPA Website
- GPS
- Google Earth

Legal Description:

Legal S: 19 T: 43S R: 15W BEGINNING AT A POINT NORTH 1°10'51" EAST 1543.62 FEET ALONG THE SECTION LINE AND NORTH 90° 00'00" WEST 1763.44 FEET FROM THE EAST 1/4 CORNER OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 50°51'53" WEST 341.94 FEET; THENCE NORTH 55°38'13" EAST 45 06 FEET; THENCE NORTH 43°57'59" EAST 653.25 FEET; THENCE SOUTH 45°07'03" EAST 275.51 FEET; THENCE SOUTH 39°08'07" WEST 666.54 FEET TO THE POINT OF BEGINNING. CONTAINING 4.753 ACRES

1.4 Site Map

Additional maps included in Appendices A and B.



Long-Term Storm Water Maintenance Plan (LTSWMP)
 Kangaroo Storage
 Landmark Project No. 230418



SECTION 2: WATER QUALITY

2.1 Discharge Information

Does your project/site discharge storm water into a Municipal Separate Storm Sewer System (MS4)? Yes No

List the MS4 that receives the discharge from the construction project: St. George

2.2 Receiving Waters

Table 1 B Names of Receiving Waters

Name(s) of the first surface water that receives storm water directly from your site and/or from the MS4.
1. Fort Pierce Wash via local tributaries
2. Virgin Rive via Fort Pierce Wash

2.3 Impaired Waters

Table 2 - Names of Impaired Waters

	Is this surface water listed as "impaired"?	If you answered yes, then answer the following:		
		What pollutant(s) are causing the	Has a TMDL been	Pollutant(s) for which there is a TMDL
1.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Temperature, Total Dissolved Solids (TDS), Boron	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	303d; Temperature, TDS, Boron
2.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Temperature, Total Dissolved Solids (TDS), Boron	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	303d; Temperature, TDS, Boron

2.4 High Water Quality

Table 3 B High Water Quality

	Is this surface water designated as High Water Quality? (see Appendix C)	If you answered yes, specify which category the surface water is designated as?
1.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Category 1 <input type="checkbox"/> Category 2
2.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Category 1 <input type="checkbox"/> Category 2

Long-Term Storm Water Maintenance Plan (LTSWMP)
 Kangaroo Storage
 Landmark Project No. 230418



SECTION 3: FACILITY STORMWATER STRUCTURES

3.1 Parking, Sidewalk, and Flatwork

Any sediment, leaves, debris, spill fluids or other waste that collects on parking lots and sidewalks will be carried by runoff to storm drain inlets. This waste material will settle in the storm drain system increasing maintenance cost. Additionally, the solid and dissolved waste in stormwater runoff can pass through the storm drain system ultimately polluting the state of Utah's water bodies.

Maintenance involves regular sweeping, but may also involve pavement washing to remove stains, slick spots and improve appearance when necessary. Use our Pavement Maintenance and the Pavement Washing SOPs to manage pollutants that collect on our pavements.

BMP Description: Parking Lot Sweeping	
Installation Schedule:	Ongoing
Maintenance and Inspection:	Inspect parking lot areas and curb lines monthly to ensure that excessive sediment and debris has not accumulated in these areas. Sediment and debris build-up shall be removed. Parking lot sweeping should be performed quarterly or as needed.
Responsible Staff:	Routine inspections and maintenance by facility owner or property manager. Biennial inspections by registered post-construction stormwater inspector.

3.2 Pool and Pond Maintenance

Pools, ponds, and other artificial water bodies should be regularly inspected and maintained to be kept free of trash and debris and ensure the water level is appropriate for the volume of the containment structure. Discharges that occur from swimming pool filtration systems should be through sewers where possible. Where municipal treatment is unavailable, pool filtration system backwash water could be discharged to the ground surface where solids could be filtered during seepage. The discharge shall be done at a rate that does not allow for discharge via overland flow to surface waters. Unpermitted discharges to surface water are prohibited.

The complete contents of swimming pools are seldom discharged. Outdoor swimming pools are usually discharged only at the summers' end. The quality of swimming pool water is typically good with minimal concerns for discharging the water. One such concern that must be addressed is the presence of chlorine in the water. Chlorination must be stopped several days in advance of discharging pools. Allowing the water to age without chlorine addition enables the chlorine to dissipate. Testing the chlorine content with the test kit (standard pool equipment) will give you the chlorine content of the water. In most instances, three to four days will be sufficient to eliminate chlorine from the water.

Long-Term Storm Water Maintenance Plan (LTSWMP)
 Kangaroo Storage
 Landmark Project No. 230418



It is recommended that swimming pool water, free of chlorine, be discharged to the ground surface (i.e. lawn). The discharge should be directed onto a vegetated surface to encourage infiltration. If pre-existing drainage structures are in place, they may be utilized once de-chlorination of pool water has been confirmed with the test kit. The discharge should not flow onto any other persons' property or create nuisance conditions. If the discharge flow is to occur across bare soil areas, care should be taken to prevent soil erosion. This can be done in several ways. The flow rate can be reduced to prevent erosion (use a small diameter hose), additional piping or hose can be placed over the erosive area to prevent soil/water contact, and/or sod can be laid in the bare area.

All measures shall be taken to discharge to the ground. If it is not possible to discharge swimming pool water to the ground surface, contact your stormwater representatives listed in Section 1. In no case should you discharge chlorinated water to any surface water (storm sewer, ditch, lake, wetland, etc.). In addition, swimming pools should not be discharged into individual sewage treatment systems. The large volume of water can reduce treatment efficiency and can cause other significant problems (i.e. flush solids into the drain field, create a surface outbreak of sewage, etc.).

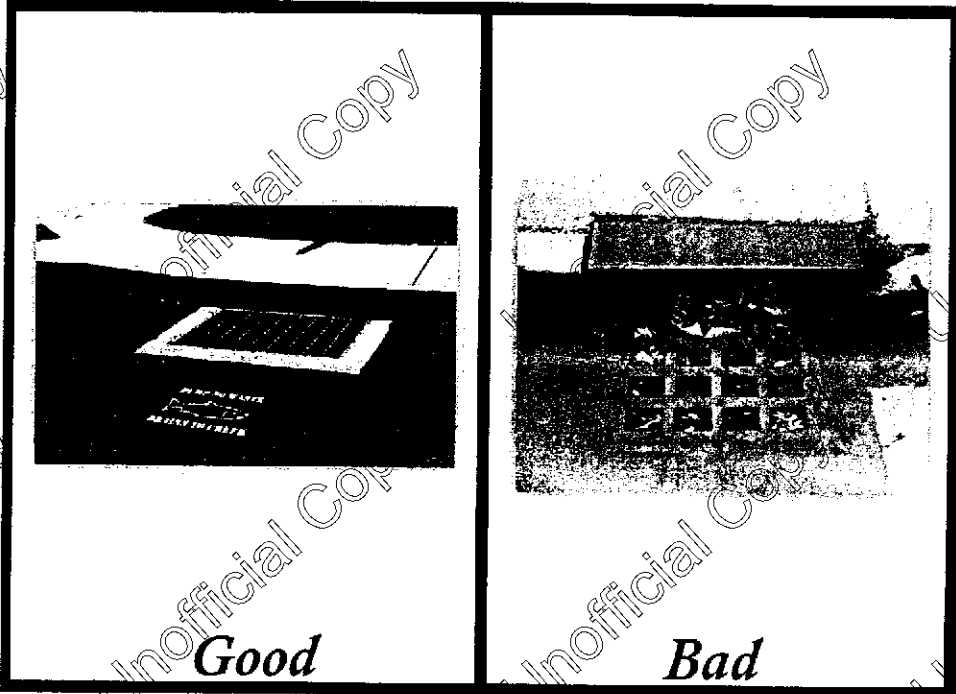
3.3 Landscaping

Landscaping and vegetation should be cared for throughout the year to ensure that proper sediment removal and infiltration is maintained. Landscape operations may result in grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides, and other pollutants to fall or be left on paved areas. All trimmings shall be removed from the Property. This waste material will settle in our storm drain system increasing maintenance cost. Additionally, solid and dissolved waste in stormwater runoff can pass through the storm drain system, ultimately polluting the state of Utah's water bodies.

BMP Description: Maintenance of Landscaped Slopes	
Installation Schedule:	Ongoing
Maintenance and Inspection:	<ul style="list-style-type: none"> • Landscaping must be inspected after large storm events. • Any landscaping rock lost during storm events must be replaced immediately. • Any landscaped slopes should be checked quarterly to ensure that Landscape Rock is still in place and replaced when needed. <p>Landscaped areas should be checked quarterly to ensure that filter fabric beneath rock is in place and intact. Replace deficient areas when needed.</p>
Responsible Staff:	Routine inspections and maintenance by facility owner or property manager. Biennial inspections by registered post-construction stormwater inspector.

BMP Description: Landscape material management

Long-Term Storm Water Maintenance Plan (LTSWMP)
 Kangaroo Storage
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Stormwater Structure Description: Storm Drain Inlets, Storm Drain Grates, Sidewalk Drain Structures, Storm Drain Inlet Boxes

Location:	
Maintenance and Inspection:	<ul style="list-style-type: none"> Storm drain grates and inlet coverings should be inspected monthly and following storm events to ensure they will not become clogged by debris and so that no trash, debris, or pollutants may enter the stormwater system. Ensure that any debris or sediment buildup is routinely removed from the storm drain inlet boxes so that stormwater may enter the system as designed. Inlets and outlets should be inspected monthly and following storm events to be sure that stormwater may flow as designed and so that no pollutants enter the stormwater system.
Responsible Staff:	<p>Routine inspections and maintenance by facility owner or property manager. Biennial inspections by registered post-construction stormwater inspector.</p>

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Installation Schedule:	SOP to be applied whenever landscape material is brought on site
Maintenance and Inspection:	<ul style="list-style-type: none"> • Pesticides and herbicides are not permitted in detention/retention basins or in areas that may encounter stormwater runoff. • Stockpiled materials such as mulches and topsoil will be contained when they are not actively being used. • Application of any erodible landscape material will be discontinued within 2 days of a forecasted rain event or during periods of precipitation. • Erodible landscape material will be applied at quantities and rates recommended by the manufacturer or based on written specifications by knowledgeable and experienced field personnel. • Erodible landscape material will be contained on pallets and covered or stores when they are not being used or applied. • Stockpiled material will be inspected during routine LTSWM inspections when onsite.
Responsible Staff:	Routine inspections and maintenance by facility owner or property manager. Biennial inspections by registered post-construction stormwater inspector.

3.4 Equipment and Outside Storage

All materials and equipment must be stored in such as manner as to prevent debris from entering stormwater systems. Stored materials, inlets, curb lines, equipment, and other stormwater structures should be routinely inspected for spills, leaks, or a buildup of debris with potential to discharge into stormwater structures. Spills and leaks must be cleaned up and immediately disposed of in the proper waste disposal receptacle.

Install drip pans under leaky vehicles and when performing routine maintenance. Storage areas should be inspected monthly and following storm events.

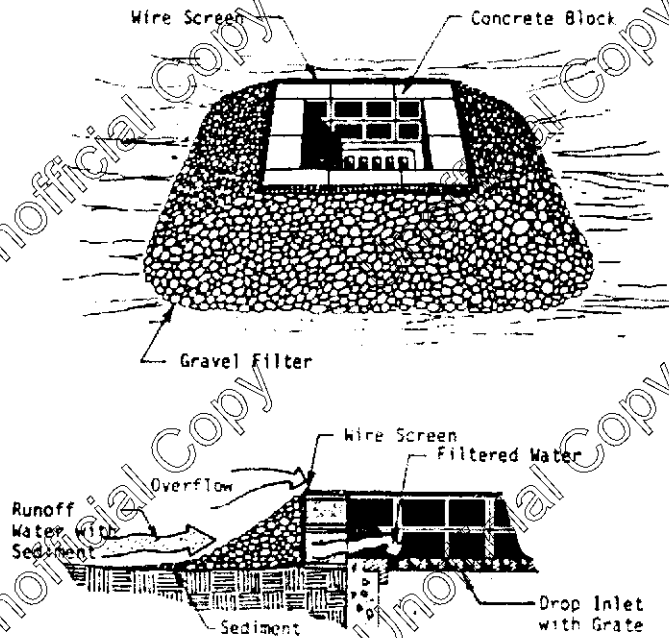
3.5 Facility Stormwater Structures

3.5.1 Storm Drain Inlets

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3.5.2 Storm Drain Inlet Rock Structure

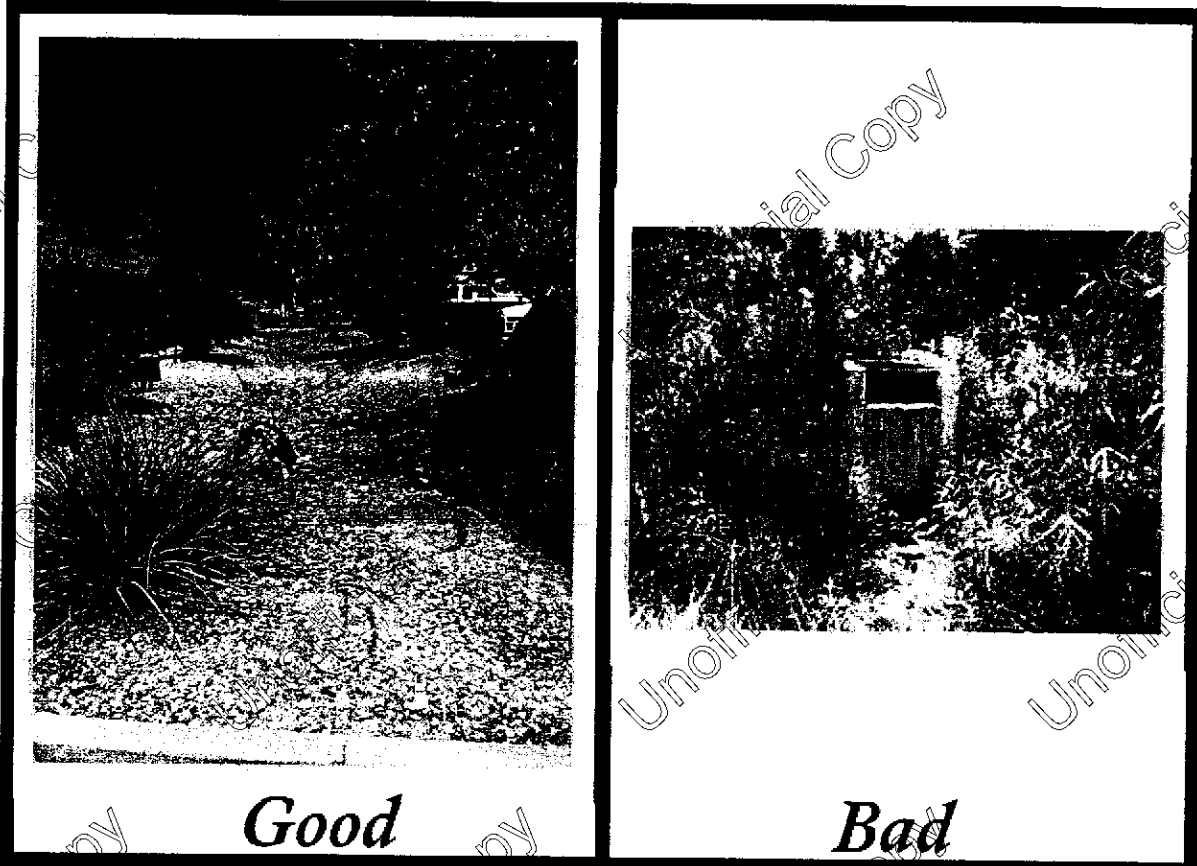


Stormwater Structure Description: Storm Drain Inlet Rock Structure	
Location:	
Maintenance and Inspection:	This structure will be inspected and maintained to ensure that the drainage system can operate as designed. The structure should be free of trash, debris, and vegetation. Inspect the inlet monthly and following large storm events and remove all debris and sediment exceeding 6 inches in depth, as necessary.
Responsible Staff:	Routine inspections and maintenance by facility owner or property manager. Biennial inspections by registered post-construction stormwater inspector.

3.5.3 Detention Ponds

Dry extended detention basins (dry ponds, extended detention basins, detention ponds, or extended detention ponds) are basins whose outlets have been designed to improve the water quality by allowing sediment particles and associated pollutants in the storm water to settle to the bottom of the basin so that they may be removed.

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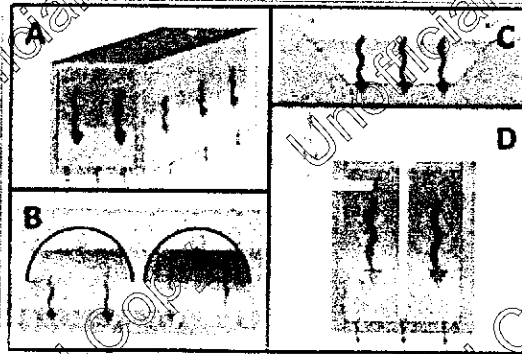
Stormwater Structure Description: Dry Extended Detention Basins, Dry Ponds, Extended Detention Basins, Detention Ponds, or Extended Detention Ponds	
Location:	
Maintenance and Inspection:	<ul style="list-style-type: none"> • Maintain the current contours as originally constructed. • Sediment buildup exceeding six inches shall be removed (underground or above ground). Maintenance of pond, new rock, and/or landscaping may be required following sediment removal. • Remove vegetation. Use of herbicides and other chemicals are not permitted. • Riprap and geo-fabric may be replaced after large storm events, or when it becomes filled with silt (where applicable).
Responsible Staff:	Routine inspections and maintenance by facility owner or property manager. Biennial inspections by registered post-construction stormwater inspector.

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3.5.4 Underground Stormwater Detention

An underground stormwater detention system collects stormwater from the surface and holds the water in a designated, underground area to allow for sediment particles to settle and less-turbid water to escape the system or be absorbed by the surrounding soil.



Stormwater Structure Description: Underground Stormwater Detention	
Location:	
Maintenance and Inspection:	Inspect underground detention areas monthly and following a storm event. Sediment buildup exceeding six inches shall be removed.
Responsible Staff:	Routine inspections and maintenance by facility owner or property manager. Biennial inspections by registered post-construction stormwater inspector.

3.5.5 Rock Lined Drainage Swale

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A Drainage swale constructed at the toe of a slope to allow all storm water to drain through the lots to the downstream infrastructure. This channel will need to be maintained by each lot owner to ensure that the drainage system remains functioning.

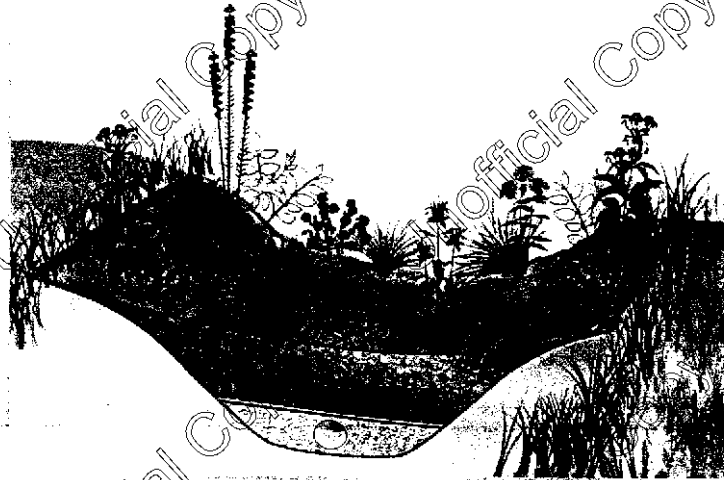


Stormwater Structure Description: Rock Lined Drainage Swale	
Location:	
Maintenance and Inspection:	<ul style="list-style-type: none"> • Sediment and debris buildup shall be removed. • Each lot owner shall landscape or develop their lot in a manner that does not interfere with the drainage system. • Each lot owner shall inspect and properly maintain the channel located in their lots. • The lot owner is to schedule an inspection and report yearly to the City as per the LTSWMP Agreement.
Responsible Staff:	Routine inspections and maintenance by facility owner or property manager. Biennial inspections by registered post-construction stormwater inspector.

3.5.6 Vegetated Swale Filter

Vegetated Swale Filters are open, shallow channels with low-lying vegetation or rock covering the side slopes and bottom that collect and slowly convey stormwater runoff flow to downstream discharge points.

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Stormwater Structure Description: Vegetated Swale Filter	
Location:	
Maintenance and Inspection:	<ul style="list-style-type: none"> • Maintain the current contours as when originally constructed. • Control vegetation without using herbicides or other chemicals. • Sediment buildup exceeding three inches shall be removed. • Riprap and geo-fabric may need to be replaced after large storm events or when it becomes filled with silt.
Responsible Staff:	Routine inspections and maintenance by facility owner or property manager. Biennial inspections by registered post-construction stormwater inspector.

3.5.7

Stormwater Structure Description:	
Location:	
Maintenance and Inspection:	
Responsible Staff:	Routine inspections and maintenance by facility owner or property manager. Annual inspections by registered post-construction stormwater inspector.

3.5.8

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Stormwater Structure Description:

Location:	
Maintenance and Inspection:	
Responsible Staff:	Routine inspections and maintenance by facility owner or property manager. Biennial inspections by registered post-construction stormwater inspector.

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SECTION 4: POLLUTION PREVENTION STANDARDS

4.1 Potential Sources of Pollution

Pollutant-Generating Activity	Pollutants or Pollutant Constituents (that could be discharged if exposed to storm water)	Location on Site (for reference SWPPP site map where this is shown)
Landscaping and installation of topsoil	Sediment	Disturbed areas not otherwise stabilized
Driving on Unpaved surfaces	Dust	Entire project areas not stabilized.
Materials stockpiles	Sediment	Where shown on plans or temporary stockpile locations.
Pulverizing	Dust	Entire project where shown on plans.

Potential pollutants and sources, other than sediment, to stormwater runoff:

Pollutant-Generating Activity	Pollutants or Pollutant Constituents (that could be discharged if exposed to storm water)	Location on Site (or reference SWPPP site map where this is shown)
Removal of Structures and Obstructions	Demolition materials, including concrete, wood, and metals	As shown on plans for removal
Pesticides and Herbicides	Pesticides and Herbicides of various chemical compositions.	Throughout site or as shown on plans
Cleaning solvents	Perchloroethylene, methylene chloride, trichloroethylene, petroleum distillates, acids	Vehicle washing, building and sidewalk washing
Paints	Metal oxides, Stoddard solvent, talc, calcium carbonate, arsenic	Roadway striping and pavement marking, building façade, temporary or permanent
Wood preservatives	Stoddard solvent, petroleum distillates, arsenic, copper, chromium	Sign posts, fencing

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Pollutant-Generating Activity	Pollutants or Pollutant Constituents (that could be discharged if exposed to storm water)	Location on Site (or reference SWPPP site map where this is shown)
Hydraulic oil / fluids	Mineral oil	Leaks or broken hoses from equipment
Gasoline	Benzene, ethyl benzene, toluene, xylene, MTBE	Secondary containment / staging areas
Diesel Fuel	Petroleum distillates, oil & grease, naphthalene, xylenes	Secondary containment / staging areas
Antifreeze / coolant	Ethylene glycol, propylene glycol, heavy metals (copper, lead, zinc)	Leaks or broken hoses from equipment

4.2 Non-Storm Water Discharges

Authorized Non-Storm Water Discharges	Comments
Discharges from emergency fire-fighting	Not anticipated
Fire hydrant flushing	Not anticipated
Landscape irrigation	No runoff of irrigations water to ditches or roadway
Waters used to wash vehicles and equipment	Collect all runoff or discharge to vegetated buffers
Water used to control dust	Apply in amounts to prevent runoff
Potable water including uncontaminated water line flushing	Collect all runoff or discharge to vegetated buffers
Routine external building wash down	Collect all runoff or discharge to vegetated buffers
Pavement wash waters	Collect all runoff or discharge to vegetated buffers
Uncontaminated air conditioning or compressor condensate	Collect all runoff or discharge to vegetated buffers

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SECTION 5: POLLUTION PREVENTION

5.1 Spill Prevention and Response

These practices are implemented to prevent and control spills to ensure that spills and leaks do not result in water quality impacts. This SOP applies to all site activities. Spill prevention and control measures shall be implemented any time chemicals or hazardous substances are used, stored, or handled. If petroleum products are stored in containers of 55 gallons or more with a total stored volume over 1,320 gallons, a Spill Prevention, Control, and Countermeasures Plan will be developed for this facility and its requirements will be incorporated herein. Spill prevention and control measures will include:

Spill Prevention Procedures

- Facility areas and activities potentially susceptible to spills shall be identified. Areas and activities that are most vulnerable to spills include: loading and unloading areas, fuel and material storage areas, process activities, dust or particulate generating processes, and waste disposal activities.
- Spills shall be contained and cleaned up as soon as possible.
- If complete cleanup is not immediately possible, then spills shall be fully covered and not exposed to rainfall.
- Spills shall not be washed down or buried.
- Residuals left over from the cleanup activity such as absorbent pads or containers of spill material shall be disposed of properly.
- Proper spill and illicit discharge reporting procedures shall be followed for both hazardous and non-hazardous materials.
- An area where a spill has occurred shall be inspected to verify that spill residuals are not present after the initial cleaning and that the area does not need to be re-cleaned.
- Emergency phone numbers shall be posted at the construction area.
- Personnel shall be trained in emergency response procedures.
- Proper notification of regulatory agencies shall occur in the event of a reportable spill.

Cleanup Response Procedures

Response guidelines have been identified below for responding to spills that may potentially result in an illicit discharge. It is the contractor's responsibility to have all emergency phone numbers available at the construction site as well to notify the proper response agencies in a timely manner. It is also the contractor's responsibility to ensure timely and proper cleanup of any spill.

- Clean up spill immediately. Use absorbent materials if the material is on an impermeable surface.
- Construct an earthen dike to contain a spill on dirt areas. If rainfall is present at the time of the spill, cover the spill with a tarp to prevent contaminating runoff.
- Use a licensed contractor or HazMat team to properly clean up spills as needed.
- Dispose of the absorbent and other response material properly, in accordance with applicable laws and regulations.
- Do not hose down spill area with water.

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Any discharges in 24 hours equal to or in excess of the reportable quantities listed in 40 CFR 117, 40 CFR 110, and 40 CFR 302 will be reported to the National Response Center and the Division of Water Quality (DWQ) as soon as practical after knowledge of the spill is known to the permittees. The permittee shall submit within 14 calendar days of knowledge of the release a written description of: the release (including the type and estimate of the amount of material released), the date that such release occurred, the circumstances leading to the release, and measures taken and/or planned to be taken to the Division of Water Quality (DWQ), 288 North 1460 West, P.O. Box 144870, Salt Lake City, Utah 84114-4870. The Storm Water Pollution Prevention Plan must be modified within 14 calendar days of knowledge of the release to provide a description of the release, the circumstances leading to the release, and the date of the release. In addition, the plan must be reviewed to identify measures to prevent the reoccurrence of such releases and to respond to such releases, and the plan must be modified where appropriate.

Agency	Phone Number
National Response Center	(800) 424-8802
Division of Water Quality (DWQ) 24-Hr Reporting	(801)-231-1769 (801) 536-4123
Utah Department of Health Emergency Response	(801) 580-6681
City of St. George Fire Department	(435) 627-4150
City of St. George Police Department	(435) 627-4300
City of St. George Engineering Department	(435) 627-4050

Material	Media Released To	Reportable Quantity
Engine oil, fuel, hydraulic & brake fluid	Land	25 gallons
Paints, solvents, thinners	Land	100 lbs (13 gallons)
Engine oil, fuel, hydraulic & brake fluid	Water	Visible Sheen
Antifreeze, battery acid, gasoline, engine degreasers	Air, Land, Water	100 lbs (13 gallons)
Refrigerant	Air	1 lb

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5.2 Other Pollution Prevention Practices

BMP Description: General site cleanliness and housekeeping	
Installation Schedule:	Ongoing
Maintenance and Inspection:	Inspect the site daily for general cleanliness and keep the site clean and organized. 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 structures must be regularly inspected and cleaned as needed or following a storm event.
Responsible Staff:	Routine inspections and maintenance by facility owner or property manager. Biennial inspections by registered post-construction stormwater inspector.

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SECTION 6: INSPECTIONS & CORRECTIVE ACTIONS

6.1 Inspections

The property owner shall report biennially to the City on the City's approved forms or the City's online reporting system, detailing the facility's compliance with the requirements of this Agreement.

1. **Inspection Personnel:** Identify the person(s) who will be responsible for conducting inspections and describe their qualifications:

James Armstrong, RSW, RSI, ECS
Landmark Testing and Engineering

See Appendix C for Certifications

3. **Inspection Report**
Attach a copy of the inspection report you will use for your site.

See Appendix C

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SECTION 7: TRAINING

7.1 Training

Employees and any contracted maintenance personnel should be trained upon hiring and a minimum of annually on the Standard Operating Procedures (SOPs) for stormwater management with regards to the facility and facility operations. Employees and any contracted maintenance personnel should be aware of the locations and proper functionality of all stormwater structures on site as well as the SOPs for maintenance and the frequency for inspections and maintenance.

Individual(s) Responsible for Training:

Describe Training Conducted:

- General stormwater and SOP awareness training for staff and subcontractors
- Detailed training for staff and subcontractors with specific stormwater responsibilities

Training Attendee Name	Title of Training	Duration	Date of Training


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SECTION 8: CERTIFICATION

Owner


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: Clearstone LLC acting on behalf of 475 quality llc Title: _____
Signature:  Date: July 19th 2023

PREPARER CERTIFICATION

LTSWMP Writer

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: James Armstrong Title: RSW
Signature:  Date: 7/18/2023

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SWPPP APPENDICES

- Appendix A: General Location Map
- Appendix B: Site Maps
- Appendix C: Inspection Reports and Certifications
- Appendix D: Long Term Storm Water Management Agreement
- Appendix E: Additional Information (i.e., Other permits such as dewatering, stream alteration, wetland; and out of date LTSWMP documents)

APPENDIX A

GENERAL LOCATION MAP



APPENDIX B

SEDIMENT/EROSION CONTROL MAPS

