

**When recorded, mail to:**

Insert Address

Affects Parcel No(s): 58:021:0243, 0163, 0387, 0036, & 0386

### LONG TERM STORMWATER MANAGEMENT AGREEMENT

This Long Term Stormwater Management Agreement ("Agreement") is made and entered into this 16<sup>th</sup> day of JANUARY, 2020, by and between LEHI, a Utah municipal corporation ("City"), and THE EXCHANGE IN LEHI MASTER ASSOCIATION, a CORPORATION ("Owner").

### RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the MS4, as set forth in the Lehi City Stormwater Ordinance, as amended ("Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in *Utah Code Ann.* §§ 19-5-101, *et seq.*, as amended ("Act"); and

WHEREAS, the Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, the Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner is required to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Stormwater Facilities"); and

WHEREAS, the Stormwater Facilities are more particularly described and shown in the final site plan or subdivision approved for the Property and related engineering

drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, summary description of all Stormwater Facilities, details and all appurtenance draining to and affecting the Stormwater Facilities and establishing the standard operation and routine maintenance procedures for the Stormwater Facilities, and control measures installed on the Property, ("Long Term Stormwater Management Plan") more particularly shown in Exhibit "B" on file with the City Recorder and,

WHEREAS, a condition of Development Plan approval, and as required as part of the City's Small MS4 UPDES General Permit from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Long Term Stormwater Management Plan and,

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Long Term Stormwater Management Plan, and the mutual covenants contained herein, the parties agree as follows:

#### **Section 1**

**Construction of Stormwater Facilities.** The Owner shall, at its sole cost and expense, construct the Stormwater Facilities in accordance with the Development Plans and specifications, and any amendments thereto which have been approved by the City.

#### **Section 2**

**Maintenance of Stormwater Facilities.** The Owner shall, at its sole cost and expense, adequately maintain the Stormwater Facilities. Owner's maintenance obligations shall include all system and appurtenance built to convey stormwater, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Stormwater Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Stormwater Facilities in good working condition.

#### **Section 3**

**Annual Maintenance Report of Stormwater Facilities.** The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to the MS4 annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Stormwater Facilities. The annual inspection shall cover all aspects of the Stormwater Facilities, including, but not limited to, the parking lots, structural improvements, berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by June 30<sup>th</sup> of each year and shall be on forms acceptable to the City.

#### **Section 4**

City Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice not less than three business days to the Owner. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Stormwater Facilities Maintenance Plan.

#### **Section 5**

Notice of Deficiencies. If the City finds that the Stormwater Facilities contain any defects or are not being maintained adequately, the City shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time, but not less than sixty (60) days, to cure such defects or deficiencies. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the address listed on the County Tax Assessor.

#### **Section 6**

Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Stormwater Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.

#### **Section 7**

City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided in Section 5 and failure to cure, then, upon Owner's failure to cure or correct within thirty days following a second notice delivered to Owner, the City may issue a Citation punishable as a Misdemeanor in addition to any State or EPA fine. The City may also give written notice that the facility storm drain connection will be disconnected. Any damage resulting from the disconnection is subject to the foregoing cure periods. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in lieu of any and all equitable remedies available to the City as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

#### **Section 8**

Reimbursement of Costs. In the event the City, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, use of equipment, supplies, materials, and the like related to storm drain disconnection from

the City system, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

#### **Section 9**

**Successor and Assigns.** This Agreement shall be recorded in the County Recorder's Office and the covenants and agreements contained herein shall run with the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.

#### **Section 10**

**Severability Clause.** The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors and assigns, is held invalid, the remainder of this Covenant shall not be affected thereby.

#### **Section 11**

**Utah Law and Venue.** This Agreement shall be interpreted under the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Salt Lake County, Utah.

#### **Section 12**

**Indemnification.** This Agreement imposes no liability of any kind whatsoever on the City, and the Owner agrees to hold the City harmless from any liability in the event the Stormwater Facilities fail to operate properly. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from failure of Owner to comply with its obligations under this agreement relating to the Stormwater Facilities.

#### **Section 13**

**Amendments.** This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Salt Lake County Recorder's Office.

**Section 14**

Subordination Requirement. If there is a lien, trust deed or other property interest recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to the Agreement.

**Section 15**

Exhibit B. The Long Term Stormwater Management Plan (LTSWMP) must adapt to change in good judgment when site conditions and operations change and when existing programs are ineffective. Exhibit B will not be filed with the agreement at County Recorder but is included by reference and kept on file with the City Recorder. Revision applications must be filed with the City Recorder \_\_\_\_\_ and amended into the LTSWMP on file with the \_\_\_\_\_ Lehi \_\_\_\_\_ City recorder.

LONG TERM STORMWATER MANAGEMENT PLAN AGREEMENT

SO AGREED this 16<sup>th</sup> day of JANUARY 20 20.

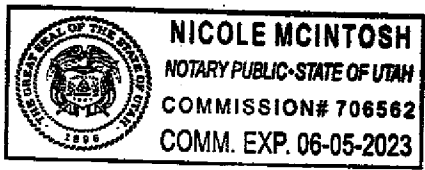
PROPERTY OWNER

By: Tiffany Madsen Title: Managing Agent for/in behalf of Association
By: Title:

STATE OF UTAH )
:SS.
COUNTY OF UTAH )

The above instrument was acknowledged before me by Tiffany Madsen, this 16 day of January, 20 20.

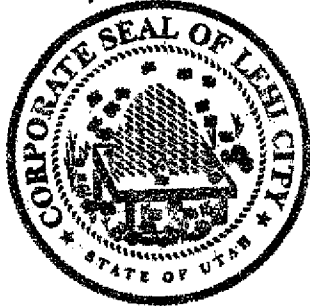
Notary Public
Residing in: Salt Lake, UT
My commission expires: 06-05-2023



LEHI CITY
By: Mark Johnson
Mayor MARK JOHNSON

Date: 2/27/2020

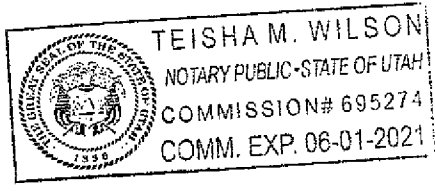
Attest: Teisha Wilson
City Recorder



STATE OF UTAH )
:SS.
COUNTY OF UTAH )

The above instrument was acknowledged before me by Mark Johnson, this 27 day of February, 20 20.

Notary Public
Residing in: Lehi
My commission expires:



pcmp

Attachments:

Exhibit A: Legal Description

Exhibit B: Long Term Stormwater Management Plan; Filed with LEHI City Recorder

**Exhibit A****Parcel # for Phase 16****58:021:0243****Legal Description:**

Beginning at a point located South 89°53'38" West 16.50 feet along the section line from the Southeast Corner of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running  
 thence South 89°53'38" West 330.70 feet;  
 thence South 84°36'19" West 94.25 feet;  
 thence Southwesterly 93.51 feet along the arc of a 1013.00 foot radius curve to the right (center bears North 05°23'41" West and the chord bears South 87°14'59" West 93.47 feet with a central angle of 5° 17'19");  
 thence South 89°53'38" West 261.60 feet;  
 thence North 00°05'37" West 48.00 feet;  
 thence North 89°53'38" East 132.04 feet;  
 thence Northeasterly 39.33 feet along the arc of a 25.00 foot radius curve to the left (center bears North 00°06'22" West and the chord bears North 44°49'49" East 35.39 feet with a central angle of 90°07'39");  
 thence North 00° 14'01" West 55.25 feet;  
 thence Northwesterly 6.14 feet along the arc of a 15.00 foot radius curve to the left (center bears South 23°20'40" West and the chord bears North 78°22'51" West 6.10 feet with a central angle of 23°27'02");  
 thence South 89°53'38" West 150.93 feet;  
 thence North 00°05'37" West 34.63 feet;  
 thence North 89°46'28" East 63.78 feet;  
 thence North 00°07'32" East 201.37 feet;  
 thence South 89° 52'59" East 149.27 feet;  
 thence North 00° 14'01" West 88.72 feet;  
 thence South 89°29'37" East 222.70 feet;  
 thence South 00°13'10" East 29.63 feet;  
 thence North 89°44'50" East 115.88 feet;  
 thence North 00°10'19" West 250.90 feet to the Southerly Boundary Line of The Exchange in Lehi Phase 10 P.U.D. Subdivision;  
 thence North 89°53'38" East 227.27 feet along said Southerly Boundary Line and its extension;  
 thence South 00°07'24" East 660.00 feet to the point of beginning.  
 Contains 349,821 Square Feet or 8.031 Acres



## Long Term Stormwater Management Plan (LTSMP)

## Parcel # for Phase 17

58:021:0163

## Legal Description:

Beginning at a point on the Northerly Boundary Line of The Exchange in Lehi Phase 16 P.U.D. Subdivision, said point being North 00°07'24" West 408.65 feet along the section line and West 243.56 feet from the Southeast Corner of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 89°44'50" West 115.88 feet along said Northerly Boundary Line;

thence North 00°13'10" West 29.63 feet along said Northerly Boundary Line;

thence North 89°29'37" West 222.70 feet along said Northerly Boundary Line;

thence South 00°14'01" East 88.72 feet along said Northerly Boundary Line;

thence North 89°52'59" West 149.27 feet along said Northerly Boundary Line;

thence North 00°03'02" East 175.48 feet;

thence North 89°53'38" East 58.83 feet;

thence North 00°20'26" West 131.84 feet to the Southerly Boundary Line of The Exchange in Lehi Phase 10 P.U.D. Subdivision;

thence North 89°53'38" East 148.15 feet along said Southerly Boundary Line to the Westerly Right-of-Way Line of 3680 West;

thence North 00°06'22" West 67.50 feet along the Westerly Right-of-Way Line of said 3680 West;

thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears South 89°53'38" West and the chord bears North 45°06'22" West 21.21 feet with a central angle of 90°00'00") along the Westerly Right-of-Way Line of said 3680 West to the Southerly Right-of-Way Line of 1700 North;

thence North 89°53'38" East 86.00 feet along the Southerly Right-of-Way Line of said 1700 North to the Easterly Right-of-Way Line of 3680 West;

thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears South 00°06'22" East and the chord bears South 44°53'38" West 21.21 feet with a central angle of 90°00'00") along the Easterly Right-of-Way Line of said 3680 West;

thence South 00°06'22" East 67.50 feet along the Easterly Right-of-Way Line of said 3680 West to the Southerly Boundary Line of The Exchange in Lehi Phase 10 P.U.D. Subdivision;

thence North 89°53'38" East 224.49 feet along said Southerly Boundary Line to the Westerly Boundary Line of The Exchange in Lehi Phase 16 P.U.D. Subdivision;

thence South 00°10'19" East 250.90 feet along said Westerly Boundary Line to the point of beginning.

Contains 120,902 Square Feet or 2.776 Acres

Parcel # for Phase 19

58:021:0387

Legal Description:

COM N 0 DEG 7' 24" W 330 FT & S 89 DEG 53' 38" W 731.35 FT FR SE COR. SEC. 2, T5S, R1W, SLB&M.; S 89 DEG 53' 38" W 766.7 FT; N 0 DEG 42' 33" W 82.76 FT; N 4 DEG 47' 32" W 71.97 FT; N 17 DEG 26' 34" E 65.68 FT; N 30 DEG 48' 50" E 131.6 FT; N 89 DEG 53' 38" E 744.86 FT; S 0 DEG 20' 39" E 129.96 FT; S 89 DEG 53' 38" W 58.83 FT; S 0 DEG 2' 56" W 177.48 FT; N 89 DEG 52' 59" E .03 FT; S 0 DEG 7' 33" W 22.57 FT TO BEG. AREA 5.864 AC.

Parcel # for Phase 20

58:021:0036

Legal Description:

COM W 2062.5 FT FR SE COR. SEC. 2, T5S, R1W, SLB&M.; E 322.31 FT; N 20 DEG 48' 0" E 262.56 FT; N 1 DEG 11' 0" E 84.57 FT; W 417.29 FT; S 330 FT TO BEG. AREA 2.887 AC.

Parcel # for Phase 21

58:021:0386

Legal Description:

COM N 40.95 FT & W 795.99 FT FR SE COR. SEC. 2, T5S, R1W, SLB&M.; S 0 DEG 0' 30" W 40.98 FT; W 908.91 FT; N 20 DEG 48' 0" E 255.73 FT; N 1 DEG 11' 0" E 90.96 FT; E 880.73 FT; S 0 DEG 13' 41" W 165.48 FT; S 89 DEG 59' 38" W 63.83 FT; S 0 DEG 0' 40" W 42 FT; S 0 DEG 0' 15" W 81.54 FT TO BEG. AREA 6.685 AC.

## Long Term Stormwater Management Plan (LTSMP)

165.48 FT; S 89 DEG 59' 38" W 63.83 FT; S 0 DEG 0' 40" W 42 FT; S 0 DEG 0' 15" W 81.54 FT TO BEG.  
AREA 6.685 AC.

## Exhibit B

### Introduction

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

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

### General Site Use and Description

The Exchange 2 at Lehi is a Townhouse development with club house and common areas. This facility is used for single-family housing, including tenant leisure and parking.

### TRAINING

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

### RECORDKEEPING

Maintain records of operation activities in accordance with SOPs.  
Mail a copy of the record to the city stormwater division annually.

### SOPs: Facility Long Term Stormwater BMPs Information

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

<https://tinyurl.com/y77dpz4h>

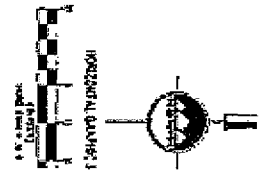
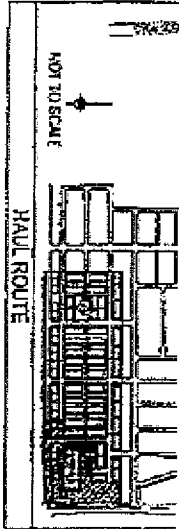
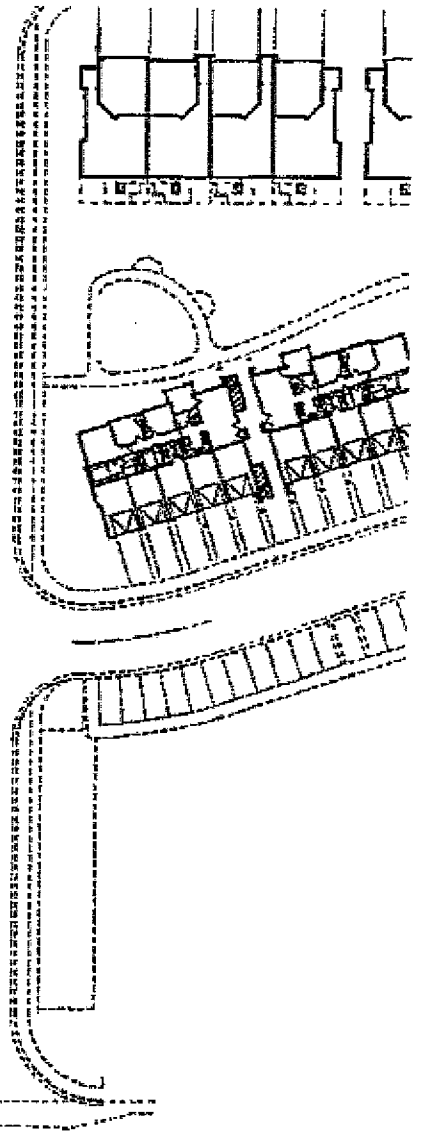
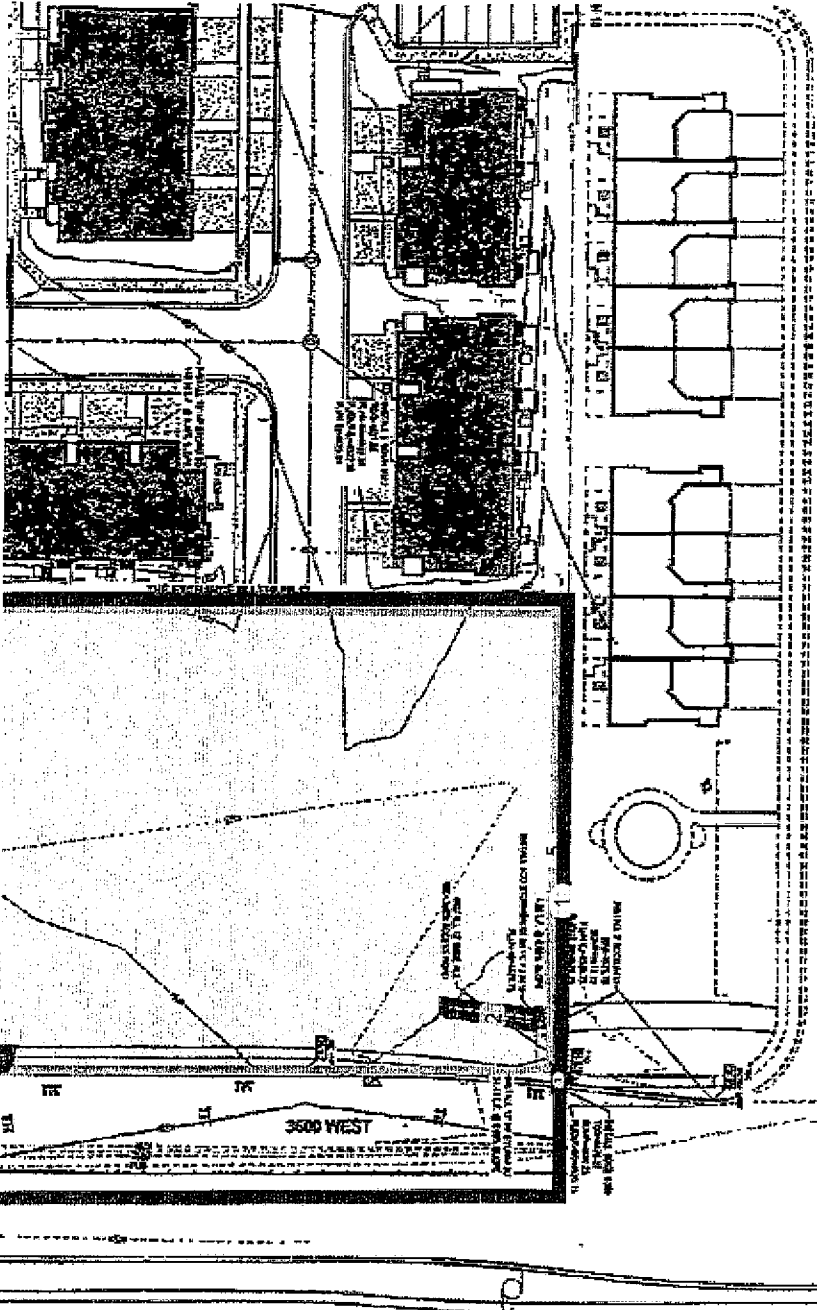
Not all SOPs found at the link above will apply to this facility. See map for BMPs used at this location.

Long Term Stormwater Management Plan (LTSMP)

**Facility Maps**





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

REVISIONS TO CONTRACT DOCUMENTS  
 1. ALL ADDITIONAL WORK SHALL BE PERFORMED BY THE CONTRACTOR AT HIS OWN RISK AND COST.  
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.  
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES.  
 4. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND MANNER AT ALL TIMES.  
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.  
 6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORD DRAWINGS AND AS-BUILT DRAWINGS.  
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE.  
 8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES ON THE SITE AT ALL TIMES.  
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.  
 10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORD DRAWINGS AND AS-BUILT DRAWINGS.  
 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE.  
 12. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES ON THE SITE AT ALL TIMES.  
 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.  
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 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE.  
 16. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES ON THE SITE AT ALL TIMES.  
 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.  
 18. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORD DRAWINGS AND AS-BUILT DRAWINGS.  
 19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE.  
 20. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES ON THE SITE AT ALL TIMES.



# LEGEND

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-  Existing vegetation (1)
-  UIC (2)
-  Property Boundary (1)
-  Inlet (1)

Exchange 2  
LTSMP  
Latitude: 40.406837  
Longitude: -111.910646

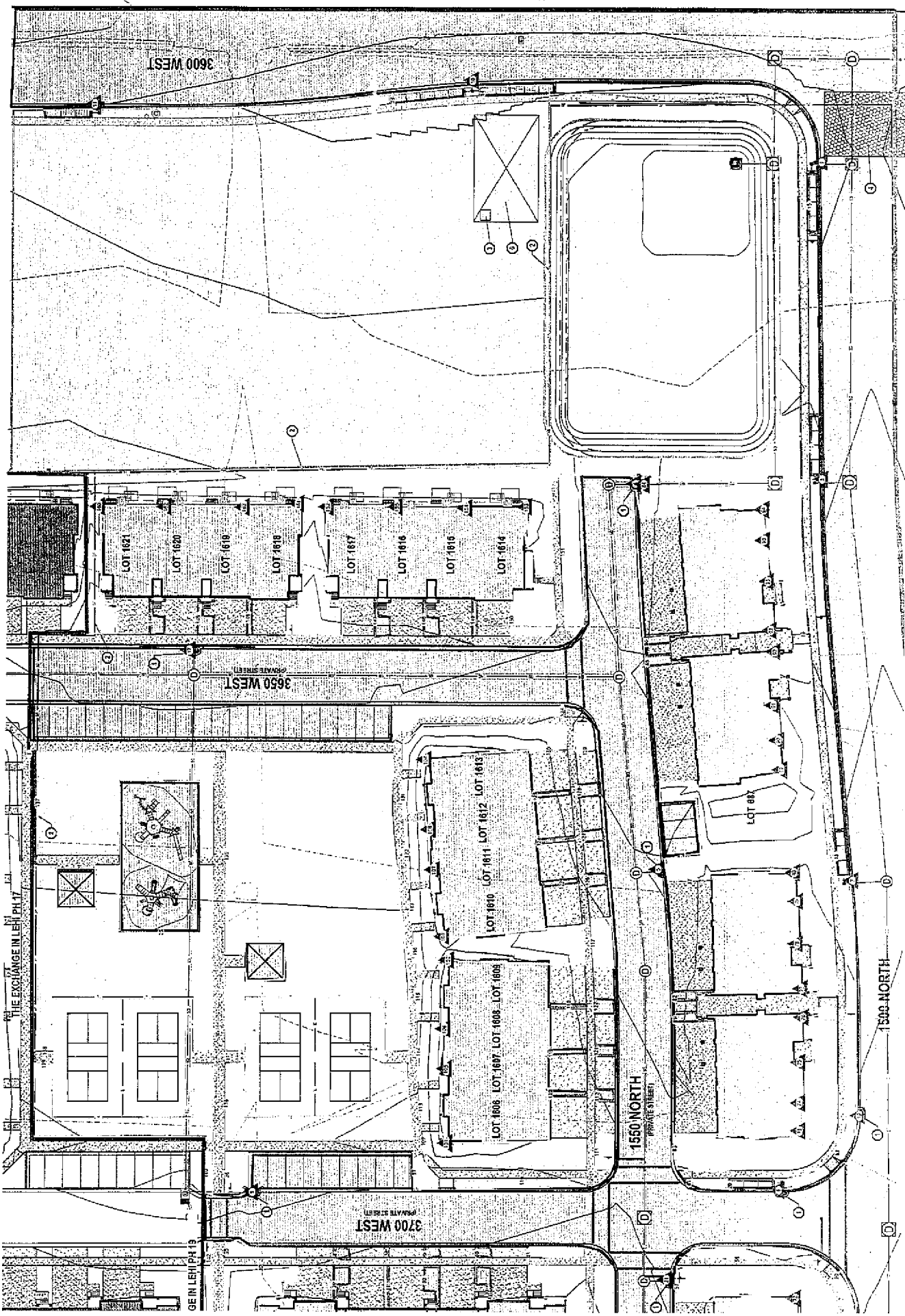
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11
12

UNTIL RESOLVED.

1 EROSION CONTROL SIGN

7 EROSION CONTROL SIGN SEE LAL AC-500

IF LAND IS NOT TO BE WORKED WITHIN 14 CALENDAR DAYS OF THE DATES AT THAT LOCATION.  
 TO PROTECT THE OFFICE AS AN EROSION CONTROL SIGN AT ALL PHASES OF THE PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN THESE SIGNS THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL MAINTAIN THESE SIGNS THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL MAINTAIN THESE SIGNS THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL MAINTAIN THESE SIGNS THROUGHOUT THE PROJECT.



THE EXCHANGE IN LEH PH 17

GER IN LEH PH 13

PRIVATE STREET

1550 NORTH

3700 WEST

3650 WEST

3600 WEST













1500 NORTH

LOT 1608 LOT 1609 LOT 1610 LOT 1611 LOT 1612 LOT 1613

LOT 1614 LOT 1615 LOT 1616 LOT 1617 LOT 1618 LOT 1619 LOT 1620 LOT 1621

LOT 811

# LEGEND

-  Landscaping (42)
-  UIC (8)
-  Gravel, trees and shrubs (32)
-  Asphalt Paving (3)
-  Gravel (1)
-  Retention Pond (1)
-  Existing vegetation (1)
-  Phase 16 boundary (2)
-  Roof Drain (46)
-  HVAC (13)
-  Storm Drain Inlet (14)
-  Outfall (1)

Exchange 2  
LTSMP  
Latitude: 40.406837  
Longitude: -111.910646

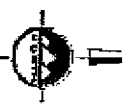
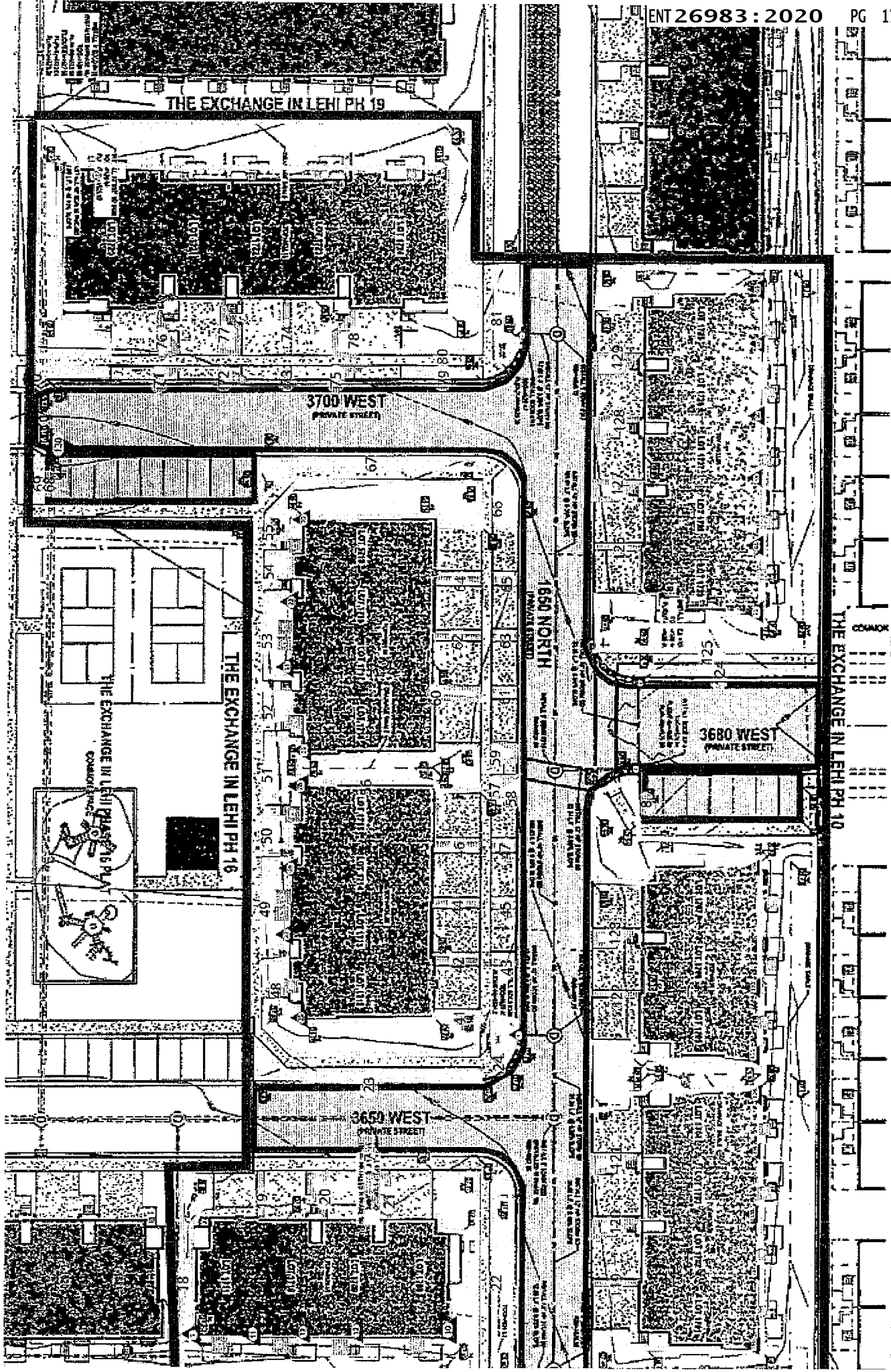


APPLICANT'S PROPERTY IS NOT SUBJECT TO ANY SPECIAL ASSESSMENT OR SPECIAL TAXATION. THE APPLICANT HAS REVIEWED THE RECORDS OF THE CITY AND COUNTY OF DENVER AND HAS DETERMINED THAT THE PROPERTY IS NOT SUBJECT TO ANY SUCH ASSESSMENT OR TAXATION.

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- 1. The applicant has reviewed the records of the City and County of Denver and has determined that the property is not subject to any such assessment or taxation.
- 2. The applicant has reviewed the records of the City and County of Denver and has determined that the property is not subject to any such assessment or taxation.
- 3. The applicant has reviewed the records of the City and County of Denver and has determined that the property is not subject to any such assessment or taxation.
- 4. The applicant has reviewed the records of the City and County of Denver and has determined that the property is not subject to any such assessment or taxation.
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- 10. The applicant has reviewed the records of the City and County of Denver and has determined that the property is not subject to any such assessment or taxation.

TABLE 10 (CONT.) - FEE SCHEDULE	
DESCRIPTION	AMOUNT
APPLICANT'S FEE	\$100.00
RECORDING FEE	\$15.00
RECORDING FEE	\$15.00
RECORDING FEE	\$15.00
RECORDING FEE	\$15.00
RECORDING FEE	\$15.00
RECORDING FEE	\$15.00
RECORDING FEE	\$15.00
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RECORDING FEE	\$15.00




RESIDENTIAL DISTRICT  
10 FT  
10 FT  
10 FT  
10 FT


# LEGEND

 Gravel and Bushes (11)

Exchange 2

 Landscaping (23)

LTSMP


 Landscaping (25)

Latitude: 40.406837

 Asphalt Paving (3)

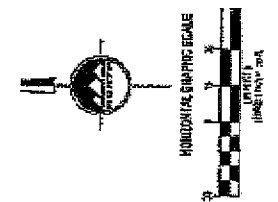
Longitude: -111.910646

— Phase 17 Boundary (1)

 Roof Drain (32)

 HVAC (29)

 Storm Drain Inlet (6)



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UNPAVED STREETS SHALL BE THE RESPONSIBILITY OF THE PERSONS PERMITTED TO DAMAGE OR OBSTRUCT THE SAME.

PIERS ARE A CLASS C PROTRUSION AND THE PROJECT WILL BE SHUT DOWN UNTIL RESOLVED.

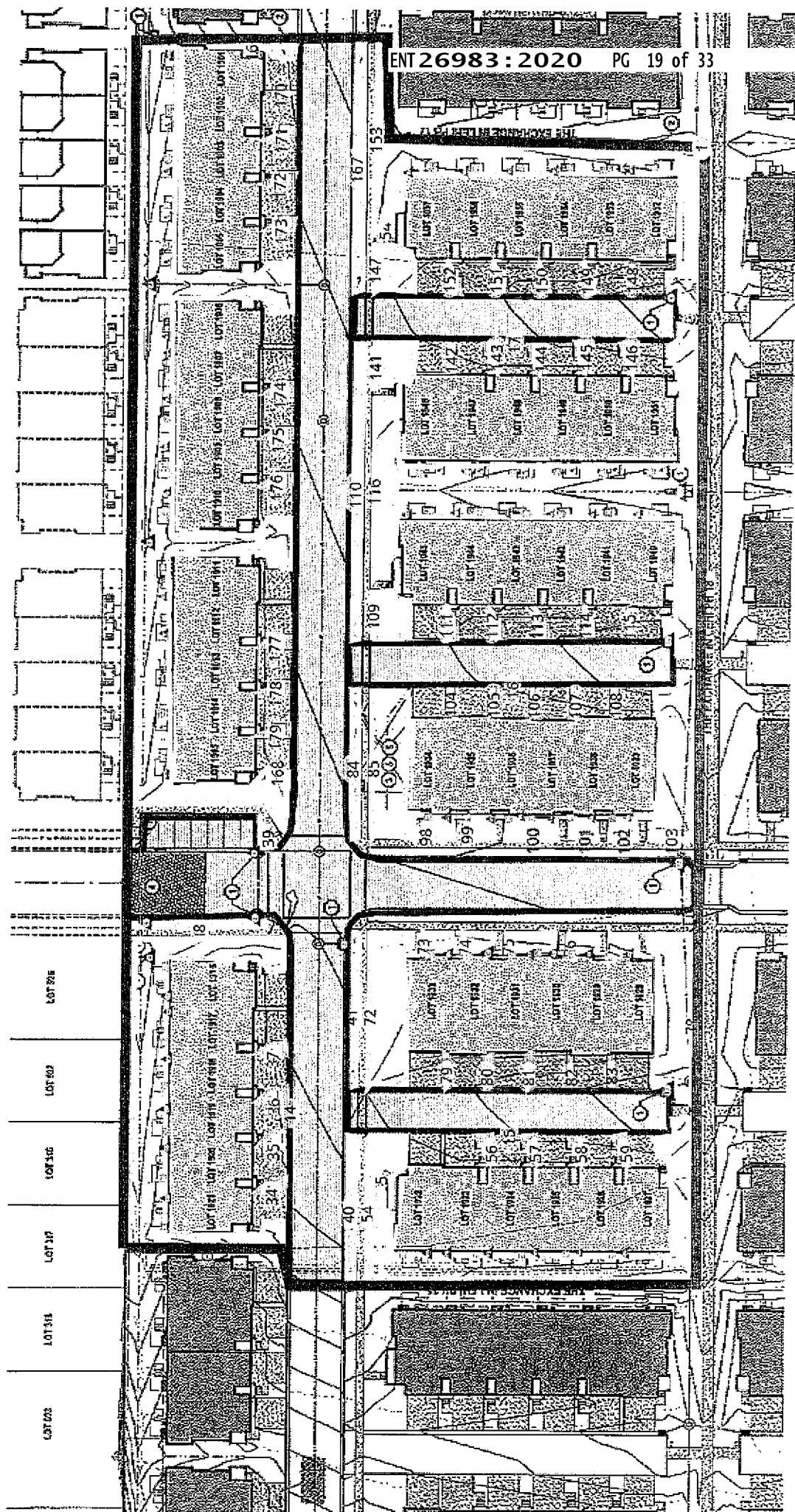
1. EXERCISE CONTROL OVER...

- 1. PROJECT OWNER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.
- 2. THE PROJECT OWNER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.
- 3. THE PROJECT OWNER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.
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- 6. THE PROJECT OWNER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

THESE CONDITIONS SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT AND THE PROJECT OWNER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

THE PROJECT OWNER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.


THE PROJECT OWNER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.




# LEGEND

 Gravel and Bushes (43)

Exchange 2

 Landscaping (32)

LTSMP

 Asphalt Paving (4)

Latitude: 40.406837

— Property Boundary (1)

Longitude: -111.910646


 Roof Drain (57)


 HVAC (56)

 Storm Drain Inlet (12)



# LEGEND


 Gravel and bushes (36)


 Landscaping (57)


 Asphalt Paving (4)

 Gravel (1)

 Retaining Wall (7)

 Drainage Swale (2)

 Phase 20 Boundary (1)

 Roof Drain (53)

 HVAC (36)

Exchange 2

LTSMP

Latitude: 40.406837

Longitude: -111.910646

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2. THE CITY OF DENVER IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN OR FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS PLAN.

3. THE CITY OF DENVER IS NOT RESPONSIBLE FOR ANY CONFLICTS BETWEEN THIS PLAN AND ANY OTHER PLANS OR RECORDS ON FILE WITH THE CITY OF DENVER.

4. THE CITY OF DENVER IS NOT RESPONSIBLE FOR ANY CONFLICTS BETWEEN THIS PLAN AND ANY OTHER RECORDS ON FILE WITH THE CITY OF DENVER.

5. THE CITY OF DENVER IS NOT RESPONSIBLE FOR ANY CONFLICTS BETWEEN THIS PLAN AND ANY OTHER RECORDS ON FILE WITH THE CITY OF DENVER.

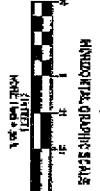
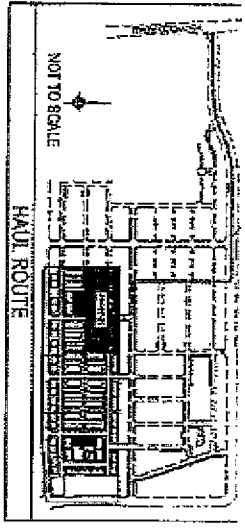
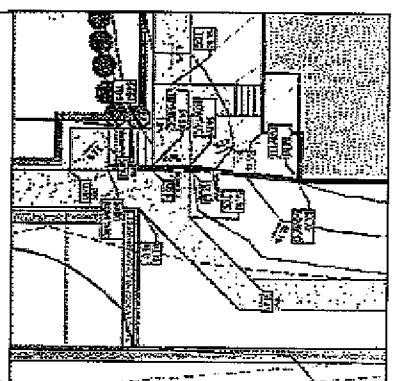
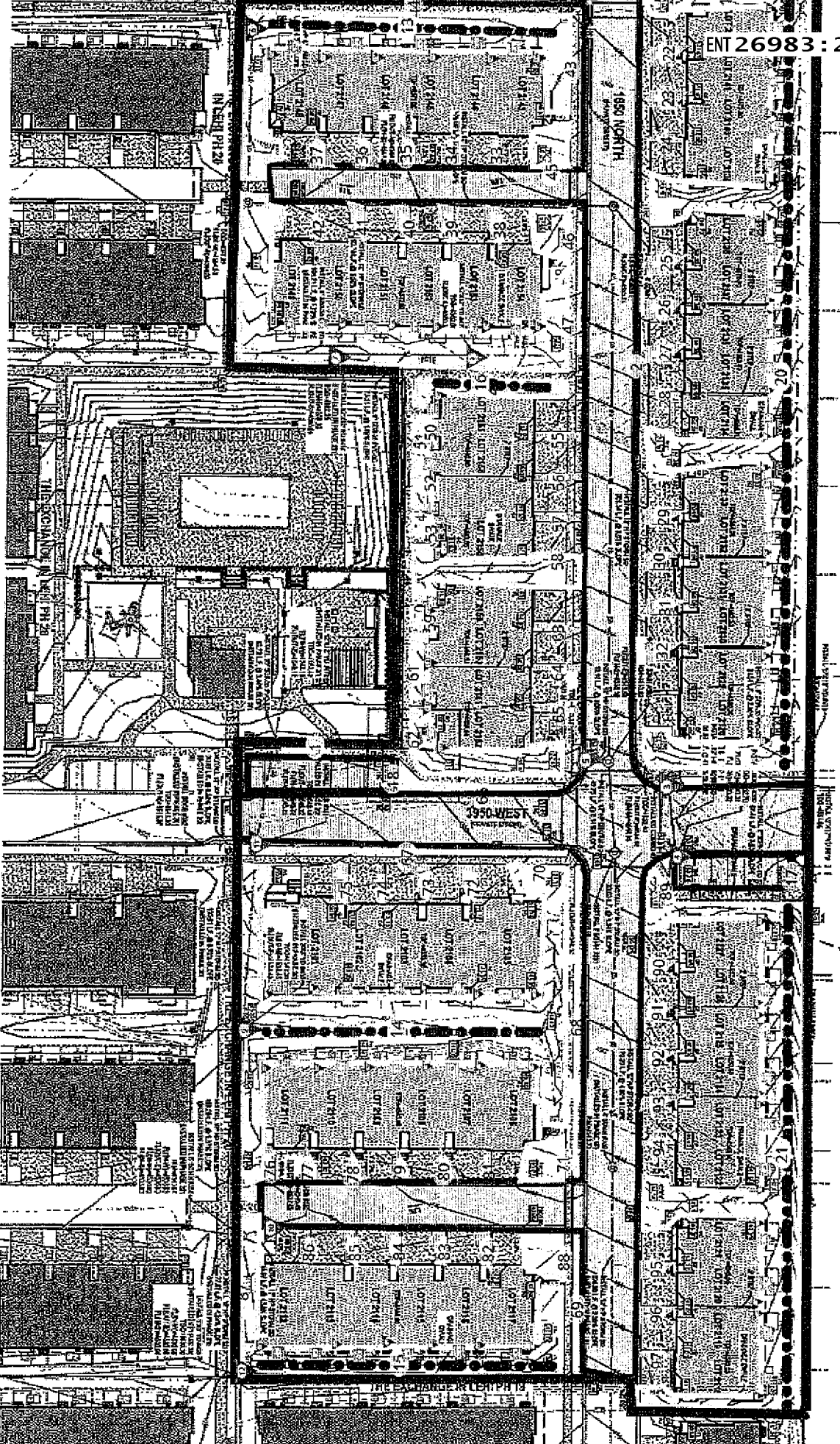
6. THE CITY OF DENVER IS NOT RESPONSIBLE FOR ANY CONFLICTS BETWEEN THIS PLAN AND ANY OTHER RECORDS ON FILE WITH THE CITY OF DENVER.

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8. THE CITY OF DENVER IS NOT RESPONSIBLE FOR ANY CONFLICTS BETWEEN THIS PLAN AND ANY OTHER RECORDS ON FILE WITH THE CITY OF DENVER.

9. THE CITY OF DENVER IS NOT RESPONSIBLE FOR ANY CONFLICTS BETWEEN THIS PLAN AND ANY OTHER RECORDS ON FILE WITH THE CITY OF DENVER.

10. THE CITY OF DENVER IS NOT RESPONSIBLE FOR ANY CONFLICTS BETWEEN THIS PLAN AND ANY OTHER RECORDS ON FILE WITH THE CITY OF DENVER.



# LEGEND

-  Gravel and Bushes (50)
  -  Landscaping (26)
  -  Asphalt Paving (4)
  -  Property Boundary (1)
  -  Drainage Swale (6)
  -  Inlet (10)
  -  Roof Drain (62)
  -  HVAC (59)
- Exchange 2  
LTSMP  
Latitude: 40.406837  
Longitude: -111.910646



**Long Term Stormwater BMP Details**

Include all details of the Long Term Stormwater BMPs

### Exhibit C: Inspections/Maintenance

Inspections will be located on complianceGO

1. Inspections will be performed by:

Name: Brandon Harris  
 Title: Project Manager  
 Company: Edge Homes  
 Telephone Number: 801-494-0150  
 Email: bharris@edgehomes.com

2. Maintenance will be performed by:

Name: Bradon Harris  
 Title: Project Manager  
 Company: Edge Homes  
 Telephone Number: 801-494-0150  
 Email: bharris@edgehomes.com

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

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

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

Long Term Stormwater Management Plan (LTSMP)

Cleanout box	Twice Annually
Roof Drains	Twice Annually
Floor Drains	Twice Annually
HVAC	Twice Annually
UIC	Twice Annually
Retention Basin & Outfall	Twice Annually
Drainage Swales	Twice Annually

Long Term Stormwater Management Plan (LTSMP)

**Inspection Report**

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

Long Term Stormwater Management Plan (LTSMP)

**BMP Measurement Log**

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

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

Long Term Stormwater Management Plan (LTSMP)

**LTSMP Certification**

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

Long Term Stormwater Management Plan (LTSMP)

**Common Pollutants from Stormwater Discharges**

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

Long Term Stormwater Management Plan (LTSMP)

**Amendment Log**

Date	Description of the Amendment	PCMP Section	Amendment Prepared by

**Training Log**

Date	Description of the Training	Attendees Name



