



ENT 41516:2019 PG 1 of 39
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 2019 May 10 3:51 pm FEE 87.00 BY NA
 RECORDED FOR EDGE HOMES

When recorded, mail to:

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

Affects Parcel No(s): SB: 021 : 0243 SB: 021 : 0163

LONG-TERM STORMWATER MANAGEMENT AGREEMENT

This Long-Term Stormwater Management Agreement ("Agreement") is made and entered into this 7th day of MAY, 2019, by and between Lehi City, a Utah municipal corporation ("City"), and

EDGE HOMES
 a _____ ("Owner").

RECITALS

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

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

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

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

WHEREAS, the Stormwater Facilities are more particularly described and shown in the final site plan or subdivision approved for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

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

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

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

Section 1

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

Section 2

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

Section 3

Annual Maintenance Report of Stormwater Facilities. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to the City annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Stormwater Facilities. The annual inspection shall cover all aspects of the Stormwater Facilities, including, but not limited to, the parking lots, structural improvements, berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate

maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by June 30th of each year and shall be on forms acceptable to the City.

Section 4

City Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice not less than three (3) business days to the Owner. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Long-Term Stormwater Management Plan.

Section 5

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

Section 6

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

Section 7

City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the City, after due notice of the deficiencies as provided in Section 5 and failure to cure, then, upon Owner's failure to cure or correct within thirty (30) days following a second notice delivered to Owner, the City may issue a Citation punishable as a Misdemeanor in addition to any EPA fine. The City may also give written notice that the facility storm drain connection will be disconnected. Any damage resulting from the disconnection is subject to the foregoing cure periods. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in lieu of any and all equitable remedies available to the City as provided by law for the Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

Section 8

Reimbursement of Costs. In the event the City, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, use of equipment, supplies, materials, and the like related to storm drain disconnection from the city system, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. After the thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. The Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

Section 9

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

Section 10

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

Section 11

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

Section 12

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

Section 13

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

Section 14

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

Section 15

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

STORMWATER FACILITIES MAINTENANCE AGREEMENT

SO AGREED this 7th day of MAY 2019.

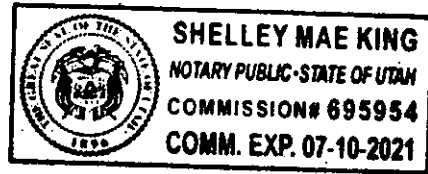
PROPERTY OWNER

By: Steve Maddox Title: Managing Partner
By: Title:

STATE OF UTAH)
:SS.
COUNTY OF UTAH)

The above instrument was acknowledged before me by Steve Maddox, this 7th day of MAY, 2019.

Shelley Mae King
Notary Public
Residing in Lehi, UT
My commission expires: 7/10/2021



LEHI CITY
By: Mark Johnson Date: 5/8/2019
Mayor

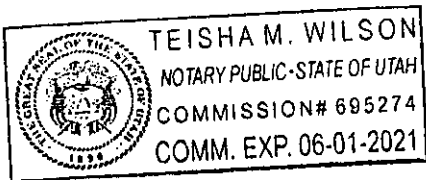
Attest: Teisha Wilson
City Recorder



STATE OF UTAH)
:SS.
COUNTY OF UTAH)

The above instrument was acknowledged before me by Mark Johnson, this 8th day of May, 2019.

Teisha Wilson
Notary Public
Residing in: Lehi
My commission expires: 06-01-2021



Attachments:

Exhibit A: Plat and Legal Description

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

EXHIBIT A**Exchange in Lehi Phase 16**

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

Exchange in Lehi Phase 17

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

EXHIBIT B

Long-Term Stormwater Management Plan

for:

Exchange 2
1700 North 3800 West
Lehi, Utah 84043

Owner: Edge Homes
13702 South 200 West B12
Draper, Utah 84020
385-241-4077

Maintenance Contact: Brandon Harris
13702 South 200 West B12
13702 South 200 West B12
Draper, Utah 84020
385-241-4077

PURPOSE AND RESPONSIBILITY

As required by the Clean Water Act and resultant local regulations, including the Lehi 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.

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

The Jordan River is presently impaired but does not have a Total Maximum Daily Load (TMDL). This LTSWMP is aimed at addressing these impairments in addition to all other pollutants that can be generated by this property.

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 and operations described in this Section are limited at controlling and containing pollutants that if managed improperly can contaminate the environment. The LTSWMP includes standard operations procedures (SOPs) that are intended to compensate for the limitations of the site infrastructure. The property manager must use good judgment and conduct operations appropriately, doing as much as possible indoors and responsibly managing operations that must be performed outdoors.

Impervious Infrastructure, Including Parking, Sidewalk, and Flatwork

The site has a significant amount of impervious surface, primarily concrete pavement, concrete walkways, and the buildings themselves. Any sediment, debris, fluids or other waste left or that collect on it will be carried by runoff to the storm drain inlets. This waste material will settle in our storm drain system increasing maintenance cost and any material dissolving in the runoff will pass through our system. Maintenance involves regular sweeping, but it can also involve pavement washing to remove stains, slick spots and appearance when necessary. The Sweeping and the Pavement Washing SOPs are used to manage the pollutants associated with pavements

Landscaping

This property's landscape areas will require regular maintenance. This will involve mowing, pruning, hand digging leaving grass clippings, sticks, branches, dirt, mulch, including fertilizers, pesticides and other pollutants that can fall or be left on our paved areas. It is vital that the paved areas with direct connection to the city storm drain systems remain clear and clean of landscape pollutants. The Landscape Maintenance SOP is written to control and manage this potential problem.

Storm Drain System

Stormwater inlets are located within curb and gutter, parking areas and in detention basins, away from daily operations. Stormwater inlets direct all runoff through a stormwater treatment unit which are located in the last units prior to leaving the property. The stormwater treatment unit is designed to capture floating material and heavier sediment particles. The stormwater system is susceptible to bypass and scour during large storm event flows and pollutants. The Storm Drain Maintenance SOP is written to control and manage this system.

Waste Management

Each unit will have personal trash receptacles. Each trash receptacle will have a lid intended to prevent precipitation exposure minimizing liquids that can leak to pavements and from haul trucks also minimizing the light weight trash exposed to wind. The fences have an additional benefit of trapping loose trash allowing us to pick it up before it will be carried off. Good waste management systems, if managed improperly, can end up as the source of the very pollution that they were intended to control. The Waste Management SOP is written to control and manage our waste.

Utility System

Heating and air conditioner units will be outside of the homes near the patio area. These units contain oils and other chemicals that can harm the Jordan River if allowed to drain off our property. Liquids and other waste generated by maintenance of this system can be appropriately managed by the Spill Containment and Cleanup SOP.

Snow and Ice Removal Management

Salt is a necessary pollutant and is vital to ensuring a safe pedestrian walking areas. However, the snow removal operations should be properly managed to minimize unnecessary salt impact.

SECTION 2: TRAINING

Ensure that the HOA 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 Appendix C.

SECTION 3: RECORDKEEPING

Maintain records of operation and maintenance activities in accordance with SOPs. Mail a copy of the record to Lehi City Stormwater Division annually.

SECTION 4: APPENDICES

Appendix A – Site Drawings and Details

Appendix B – SOPs

Appendix C – Recordkeeping Documents

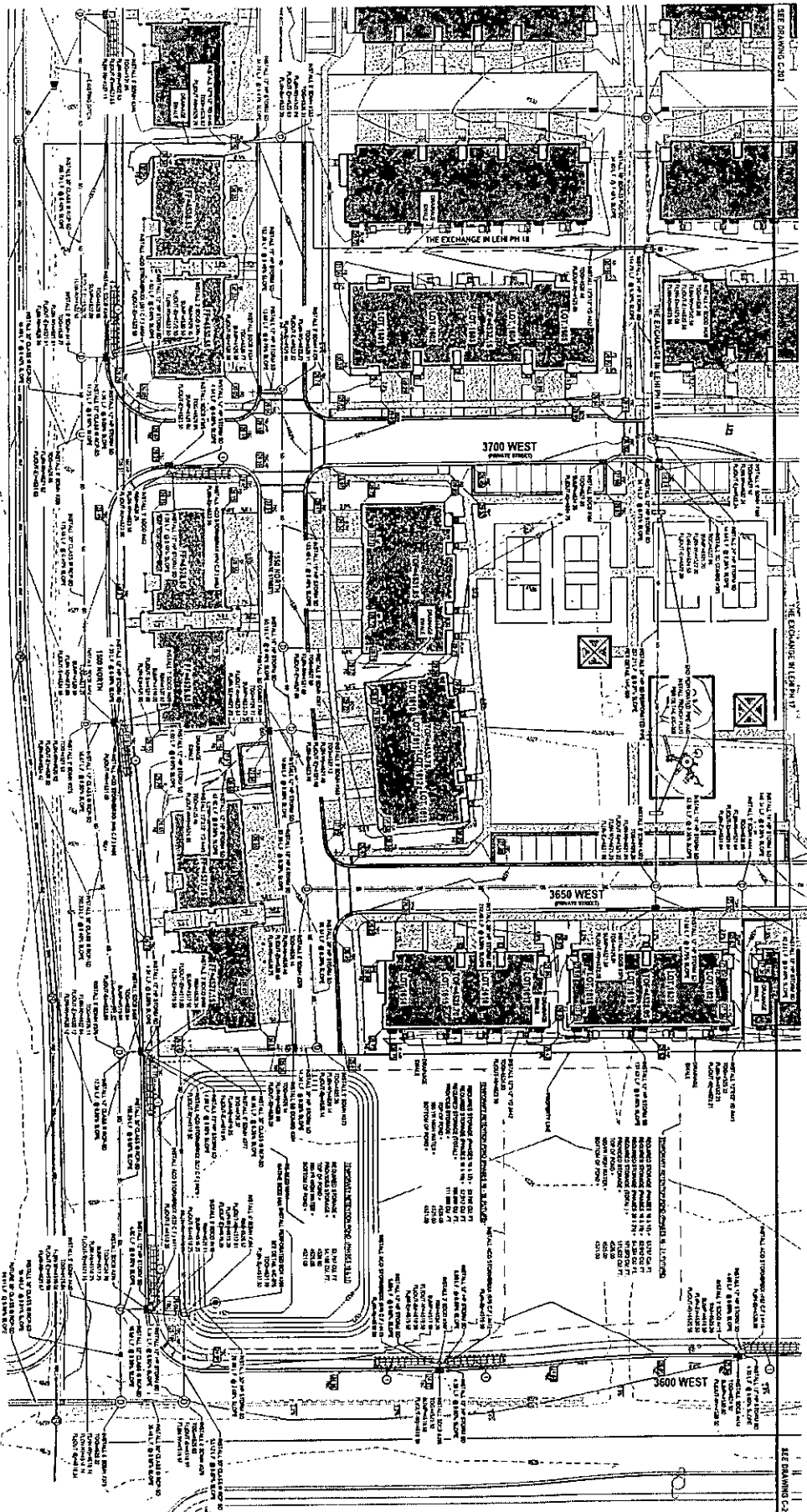
Appendix D – Temporary Storm Drain Maintenance Requirements

APPENDIX A – SITE DRAWINGS AND DETAILS

811
CALL BEFORE YOU DIG
A public utility locating service that provides a comprehensive list of all underground utilities in your area.

EXPLANATION

1. ALL EXISTING UTILITIES SHOWN ON THIS PLAN ARE TO BE MAINTAINED AND PROTECTED.
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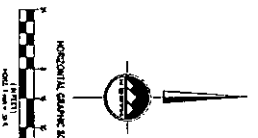
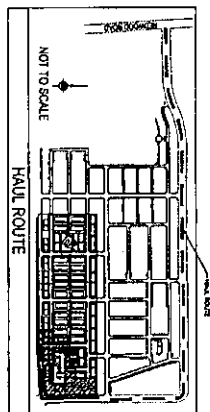


- GENERAL NOTES**
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- SECTION OF WORK**
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PHASE 16 UTIL - FILE SUMMARY TABLE

UTIL TYPE	FILE NO.
CONCRETE	161001
METAL GAS	161002
METAL WATER	161003
METAL SANITARY	161004
METAL SEWER	161005
METAL CABLE	161006
METAL FIBER	161007
METAL TELEPHONE	161008
METAL RAIL	161009
METAL OTHER	161010



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ENSIGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 6000 S., Suite 300
801.487.6477
801.225.0578
Fax: 801.487.1100

LANTON
1000 W. 1000 S., Suite 300
801.487.6477
801.225.0578
Fax: 801.487.1100

TODDLE
1000 W. 1000 S., Suite 300
801.487.6477
801.225.0578
Fax: 801.487.1100

CEDAR CITY
1000 W. 1000 S., Suite 300
801.487.6477
801.225.0578
Fax: 801.487.1100

RICHFIELD
1000 W. 1000 S., Suite 300
801.487.6477
801.225.0578
Fax: 801.487.1100

THE EXCHANGE AT LEHI
PHASE 16

LEHI CITY, UTAH

WWW.ENSIGNENGINEERING.COM

DATE: 06/19/19
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: AS SHOWN

GRADING AND DRAINAGE PLAN

C-201

ENR
 City of Lehi
 1000 S. 1000 E.
 Lehi, UT 84040
 Phone: 801.225.5539

REVISIONS

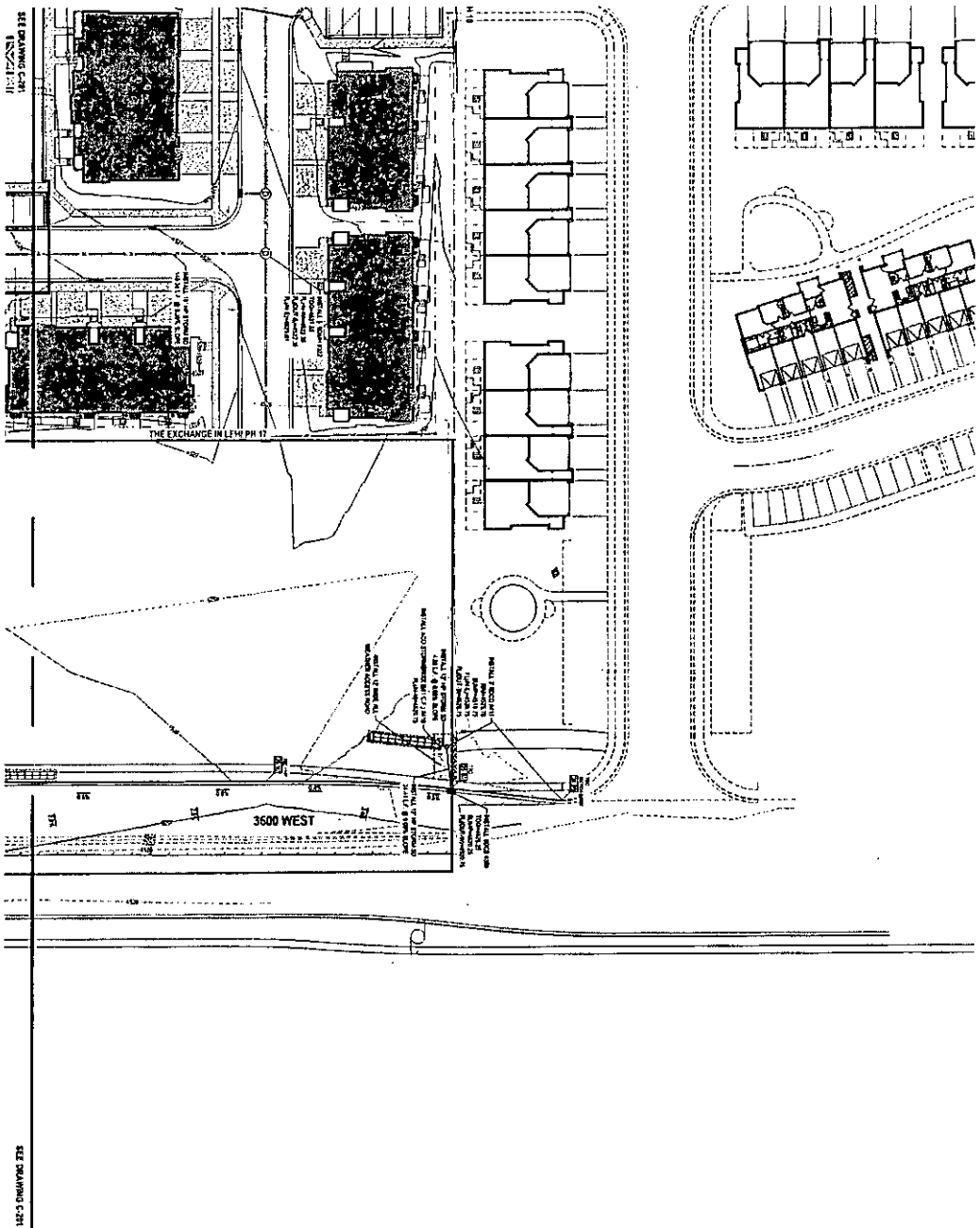
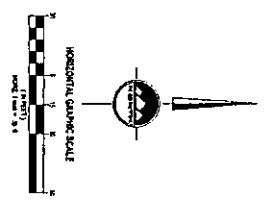
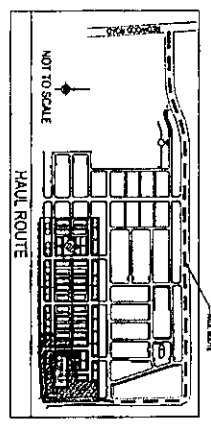
NO.	DATE	DESCRIPTION
1	01/15/19	ISSUED FOR PERMITS

- GENERAL NOTES**
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LEHI ZONING ORDINANCES AND THE CITY ENGINEER'S REQUIREMENTS.
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- GENERAL NOTES (continued)**
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PROJECT & SITE DATA

PROJECT NAME	THE EXCHANGE AT LEHI
PROJECT NO.	19-001
DATE	01/15/19
DRAWN BY	J. HARRIS
CHECKED BY	M. HARRIS
SCALE	AS SHOWN



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**THE EXCHANGE AT LEHI
 PHASE 16**

LEHI CITY, UTAH

GRADING AND DRAINAGE PLAN

C-202

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- GENERAL NOTES:**
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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 19. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 20. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

ITEM	DESCRIPTION	QUANTITY	UNIT
1	CONCRETE	1000	CU YD
2	STEEL	100	TON
3	ASPHALT	1000	SQ YD
4	GRAVEL	1000	CY
5	PAVING	1000	SQ YD
6	CONCRETE	1000	CU YD
7	STEEL	100	TON
8	ASPHALT	1000	SQ YD
9	GRAVEL	1000	CY
10	PAVING	1000	SQ YD

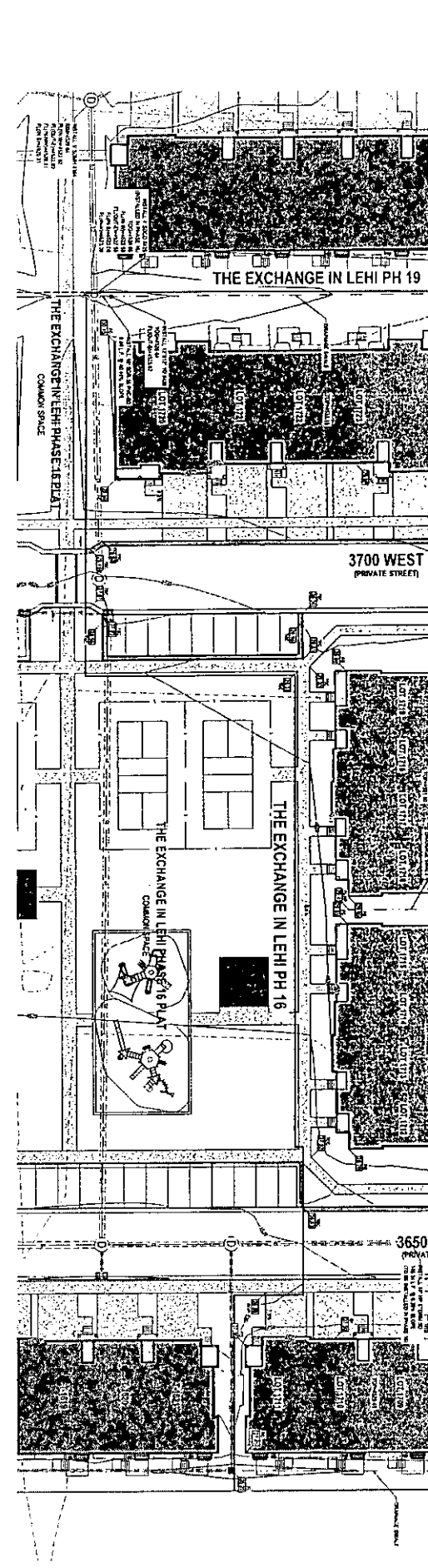


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**THE EXCHANGE AT LEHI
 PHASE 17**

LEHI CITY, UTAH



**THE EXCHANGE AT LEHI
 PHASE 17**

LEHI CITY, UTAH

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C-200

APPENDIX B – SOPs

PARKING AND ROAD MAINTENANCE (SOP)

General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any Changes of routine operations must be amended in this SOP.

1. Preparation

- a. Inform employees of proper parking and road maintenance to reinforce proper housekeeping.
- b. Restrict parking in areas to be swept prior to and during sweeping using regulations as necessary.

2. Process

- a. Ensure that designated parking areas and drive aisles are clean and clear of debris and sediments.
- b. Hand sweep sections of gutters in parking areas if soil and debris accumulate.
- c. Pick-up litter as required to keep parking areas clean and orderly.

3. Clean-up

- a. Dispose of debris and other materials removed from drive aisles and parking areas properly. Proper disposal of debris and other materials includes placing said materials in the designated dumpsters provided on site. Materials such as oil, batteries, and other hazardous waste must be disposed of at a hazardous waste facility. (Many local auto parts stores will dispose of used oil and vehicle batteries.)
- b. Do not store waste in locations where storm water could transport fines or liquids into the storm drain system.

4. Documentation

- a. Document completed cleanup activities in "SMP Inspection Report".

5. Frequency

- a. Roadways should be swept once every three months and more frequently if inspections deem it necessary. Fall months will require street sweeping a minimum of once a month to prevent plant foliage from entering the storm drain system.
- b. Parking areas should be swept when inspections deem it necessary.

6. Inspections

- a. Inspections should occur once a month. Fall months will require a weekly inspection to ensure no plant foliage is in danger of entering or blocking the storm drain system.
- b. Inspections should identify any debris, trash or sediment on roadways and parking areas.
- c. Use inspections to ensure all SOPs are being followed.
- d. Use inspection results to alter maintenance frequency if necessary.

LANDSCAPE MAINTENANCE (SOP)

General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any Changes of routine operations must be amended in this SOP.

1. Preparation

- a. Train HOA on proper use of equipment and chemicals.
- b. Make sure your state Chemical Handling Certification is complete and up-to-date before handling any chemicals.
- 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 to coincide with 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. Keep clippings away from storm drain system.
- b. Follow the manufacturer's recommendations for mixing, application and disposal of fertilizer and pesticides. ("Read the Label").
- c. Do not mix or prepare pesticides for application near storm drains, preferably mix inside a protected area with impervious secondary containment so that spills or leaks will not contact soils.
- d. Employ techniques to minimize off-target application (e.g. spray drift, over broadcasting,) of pesticides and fertilizers.

3. Clean-up

- a. Sweep or blow small clippings into landscape areas, or collect and properly dispose of in designated dumpsters provided on site.
- b. Dispose of large clippings in approved locations or containers per waste management sop.
- c. Sweep or blow pavements or sidewalks where fertilizers or other solid chemicals have fallen, back onto grassy areas before applying irrigation water. Ensure that all fertilizers or other solid chemicals are completely cleaned off pavements or sidewalks following every application.
- d. Triple rinse pesticide and herbicide containers, and use rinse water as product. Dispose of unused pesticide as hazardous waste. Do not rinse onto pavements or hardscape areas which may cause a downstream impact.
- e. Always follow all federal and state regulations governing use, storage and disposal of fertilizers, herbicides or pesticides and their containers. ("Read the Label")

4. Documentation

- a. Document completed cleanup activities in “SMP Inspection Report”.
 - b. Keep copies of MSDS sheets for all pesticides, fertilizers and other hazardous products used.
5. Frequency
- a. Landscape maintenance should occur weekly during spring and summer months or whenever inspections deem it necessary.
 - b. During fall months leaves and foliage should be collected when inspections deem it necessary.
6. Inspections
- a. Inspections should occur on a seasonal weekly basis when maintenance is occurring.
 - b. Inspections should identify any leaves, clippings, or trimmings left in runoff areas.
 - c. Inspections should identify any possible fertilizers, pesticides or chemicals that may enter storm water system.
 - d. Use inspections to ensure all SOPs are being followed.
 - e. Use inspection results to alter maintenance frequency if necessary.

WASTE MANAGEMENT (SOP)

General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any Changes of routine operations must be amended in this SOP.

1. Preparation

- a. Proper disposal of trash includes placing waste materials in the designated trash containers provided on site. Materials such as oil, batteries (no alkaline), ink jet cartridges, cell phones, paint, etc., are considered household hazardous waste and must be disposed of at the Household Hazardous Waste (HHW) facility at the Trans-Jordan Landfill.
- b. During collection hours ensure that
- c. Residents do not park vehicles near collection container.

2. Process

- a. Perform regular inspections of dumpster container for leaks, and have repairs made immediately by responsible party.
- b. Request/use dumpsters with lids and without drain holes.
- c. Do not overfill container so that the lid will not close.
- d. Keep lid on container closed to prevent trash from blowing out or container filling with water.

3. Clean-up

- a. Keep areas around garbage container clean of all garbage and debris.

- b. Have garbage container emptied regularly to keep from overflowing. Special caution should be used for all lightweight trash because in the case of strong winds, this lightweight trash may be blown out of the garbage container. In this case, clean-up may be needed in roadways and/or landscape areas due to wind-blown debris.
 - c. Wash out dumpsters as needed to keep odors from becoming a problem. Wash water must not enter into any storm drain system.
4. Documentation
 - a. Document completed cleanup activities in “SMP Inspection Report”.
 5. Frequency
 - a. Waste management should be ongoing at all times. HOA should ensure all waste is disposed of in dumpster container and ready for pickup.
 6. Inspections
 - a. Inspections should occur once a month.
 - b. Inspections should identify any damage to garbage containers, any cracks or holes which may allow waste to leak into roadways. (Replace container when necessary)
 - c. Inspections should ensure garbage container is being used properly without overflowing container and lid is closed.
 - d. Use inspections to ensure all SOPs are being followed.

STORM WATER CONVEYANCE SYSTEMS (SOP)

General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any changes of routine operations must be amended in this SOP.

1. Preparation
 - a. Inform owners and management that storm water systems cannot be used for disposing of materials.
 - b. Do visual inspection on outside of grate.
 - c. Check for broken parts of the system that may need to be replaced.
 - d. Do visual inspection inside cleanout boxes. (DO NOT ENTER ANY MANHOLE OR CLEANOUT BOX)
2. Process
 - a. Remove any large loose debris and sorbent materials with hand tools.
 - b. Clean system (pipes and boxes) using a high powered vacuum truck to suck out standing water and sediment.
 - c. Use a high pressure washer to break up any remaining material in the catch basins and cleanout boxes, while capturing resulting slurry with vacuum.
 - d. Once catch basins and clean out boxes are clean, clean any sediment that may remain within the pipes.
3. Clean-up

- a. When vacuum truck is full of sediment take it to designated locations to dump all sediment out of the truck into a drying bed.
 - b. Wash down area before leaving the designated dump location.
4. Documentation
- a. Document completed cleanup activities in "SMP Inspection Report".
 - b. Record the amount of waste collected and number of catch basins cleaned and the area they were cleaned in. Keep any notes or comments of any problems encountered.
5. Frequency
- a. Use inspection results and clean storm drain system when necessary.
6. Inspections
- a. Inspections should occur twice a year or after a large storm event for the storm drain system.
 - b. Inspections should identify any flow obstructions, or damage to the system.
 - c. Inspections should identify any sediment buildup in pipes and clean out boxes. If more than 2" of sediment and debris is present in pipes or boxes then maintenance is needed.
 - d. Use inspections to ensure all SOPs are being followed.
 - e. Use inspection results to determine maintenance frequency.

SPILL RESPONSE (SOP)

General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any changes of routine operations must be amended in this SOP.

1. Preparation
 - a. Understand Material Safety Data Sheet (MSDS) for handling of product.
 - b. Supervisors ensure that HOA handling and transporting chemicals are trained on the proper procedures.
 - c. Determine proper place of handling.
 - d. Have necessary containment and spill kits at handling place
 - e. Have proper Personal Protective Equipment (PPE) available and wear it prior to handling chemicals as necessary or as required.
2. Process
 - a. Wear proper PPE for the chemical being used, transported or handled.
 - b. Begin transfer or handling process.
 - c. Discontinue process if spills occur.
 - d. Disconnect and store handling equipment.
3. Clean-up
 - a. Do not wash spill down the storm drain.

-
- b. Clean up spills with proper material using dry methods or other means that will pick the spill up. The dry method includes using sorbent materials, broom and shovel, and vacuum operations. If using water and/or detergents to clean the spilled material, this waste must be vacuumed or effectively picked up by other methods.
 - c. Dispose of contaminated material at appropriate facility. Appropriate facilities include dumpsters and receptacles so long as waste is solid at time of disposal. Liquid waste may be disposed in the sanitary sewer system after the following conditions have been met:
 - i. Dry cleanup methods have been used to remove the bulk of the spill and disposed per the Waste Management SOP.
 - ii. 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.
4. Documentation
- a. Document completed cleanup activities in “SMP Inspection Report”.
5. Frequency
- a. Spill response should occur after every spill event.
6. Inspections
- a. Inspections should occur after every spill response event.
 - b. Use inspections to ensure all SOPs are being followed.

PAVEMENT WASHING OPERATIONS

General:

These SOPs are not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in these SOPs.

1. Procedure:

- a) Prevent waste fluids and any detergents if used from entering storm drain system. The following methods are acceptable for this operation:
 - Dam the inlet using a boom material that seals itself to the pavement and pick up the wastewater with shop-vacuum or absorbent materials.
 - Collect wastewater with shop-vacuum simultaneous with the washing operation.
 - Collect wastewater with vacuum truck or trailer simultaneous with the washing operation.
- b) This procedure must not used to clean the initial spills. First apply the Spill Containment and cleanup SOP.

2. Disposal Procedure:

- a) Small volumes can usually be drained to the local sanitary sewer. Contact the South Valley Sewer District.
- b) Large volumes must be disposed at regulated facilities.

2. Pavement Cleaning Frequency:

- a) There is no regular pavement washing regimen. Pavement washing is determined by conditions that warrant it, including but not limited to prevention of slick or other hazardous conditions or restoring the acceptable appearance of pavements.

3. Training:

- a) Annually and at hire.

SNOW AND ICE REMOVAL MANAGEMENT

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

1. Application:

- a) Parking and sidewalk winter management operations.

2. De-Icing Procedure:

- a) Do not store or allow salt or equivalent to be stored on outside paved surfaces.
- b) Minimize salt use varying salt amounts relative to hazard potential.
- c) Sweep excessive piles left by the spreader.
- d) Watch forecast and adjust when warm ups are expected the same day.

3. Training:

- a) Annually and at hire.
- b) Require snow and ice service contractors to follow the stronger of this SOP and their company SOPs.

GENERAL CONSTRUCTION MAINTENANCE

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

Rule: Prevent any solids, *liquids or any light weight material from being carried away from the construction or maintenance envelop by wind or water.

*liquids - including culinary water and irrigation water that are polluted with material that will damage the environment.

1. Application:

- a) This SOP should provide sufficient direction for many of the general operations, e.g., building maintenance, curb/sidewalk/flatwork, overlay/patching, landscape renovations, miscellaneous maintenance/repairs, etc.

2. Construction Procedure:

- a) Remove or contain all erodible or loose material prior to forecast wind and precipitation events or before non-stormwater 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-stormwater 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.
 - 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) Inspect 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 to achieve effective containment.

d) Cleanup:

- Use dry cleanup methods, e.g. square nose shove and broom.
- Wet methods are allowed if wastewater is prevented from entering the stormwater system, e.g. wet/dry vacuum, disposal to our landscaped areas.

e) Cleanup Standard:

- When a broom and a square nosed shovel cannot pick any appreciable amount of material.

3. Waste Disposal:

- a) Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.
- b) Never discharge waste material to storm drains.

4. Equipment:

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

5. Training:

- a) Annually and at hire.

Long-Term Stormwater Management Plan
Exchange 2 – March 27, 2019

APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

APPENDIX D – Temporary Storm Drain Maintenance Requirements

The proposed stormwater system as currently designed discharges to a temporary Retention Basin. As such, the Owner or Home Owners Association (HOA) will be required to clean the Stormwater Conveyance System as outlined in Appendix C to the satisfaction of the Lehi City Public Utilities Department prior to city acceptance of the "Public" portions of said system. The Owner or HOA will also be required to maintain and inspect the system during the period of time between construction and final acceptance by Lehi City as outlined in Appendix C. Lehi City will take over maintenance of the "Public" stormwater conveyance system after the above criteria have been met and an acceptable stormwater outfall has been constructed.