

17



ENT 83225:2023 PG 1 of 12
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Dec 27 09:10 AM FEE 0.00 BY CS
RECORDED FOR LEHI CITY CORPORATION

When recorded, mail to:

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

Affects Parcel No(s): 12:027:0110 and 12:027:0115

LONG-TERM STORMWATER MANAGEMENT AGREEMENT

This Long-Term Stormwater Management Agreement (“Agreement”) is made and entered into this 14th day of December, 2023, by and between Lehi City, a Utah municipal corporation (“City”), and Century Land Holdings of Utah, LLC, a Utah limited liability company (“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 14th day of December 2023.

PROPERTY OWNER

By: [Signature] Title: AUTHORIZED SIGNER

By: CHASE TURNER Title: AUTHORIZED SIGNER

STATE OF UTAH)

:SS.

COUNTY OF UTAH)

The above instrument was acknowledged before me by Chase Turner, this 14th day of December, 2023.

[Signature]
Notary Public
Residing in: SCC, Utah
My commission expires: 9-12-2014



LEHI CITY

By: [Signature] Date: 12/14/23
Mayor Mark Johnson

Attest: [Signature]
City Recorder



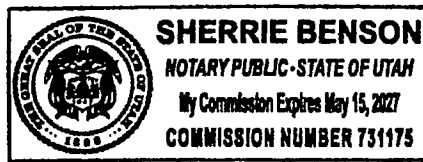
STATE OF UTAH)

:SS.

COUNTY OF UTAH)

The above instrument was acknowledged before me by Mark Johnson, this 14 day of December, 2023.

[Signature]
Notary Public
Residing in: Lehi, Utah
My commission expires: May 15, 2027



Attachments:

Exhibit A: Plat and Legal Description

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

Exhibit A: Plat and Legal Description

Legal Description of Property

PARCEL 1:

COMMENCING SOUTH 3046.83 FEET AND EAST 1018.1 FEET FROM THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 86°51'57" EAST 403.91 FEET; THENCE SOUTH 88°53'11" EAST 252.64 FEET; THENCE SOUTH 42°34'09" EAST 198.98 FEET; THENCE SOUTH 41°15'00" EAST 252.52 FEET; THENCE WEST 957 FEET; THENCE NORTH 363.4 FEET TO BEGINNING.

PARCEL 2:

A PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

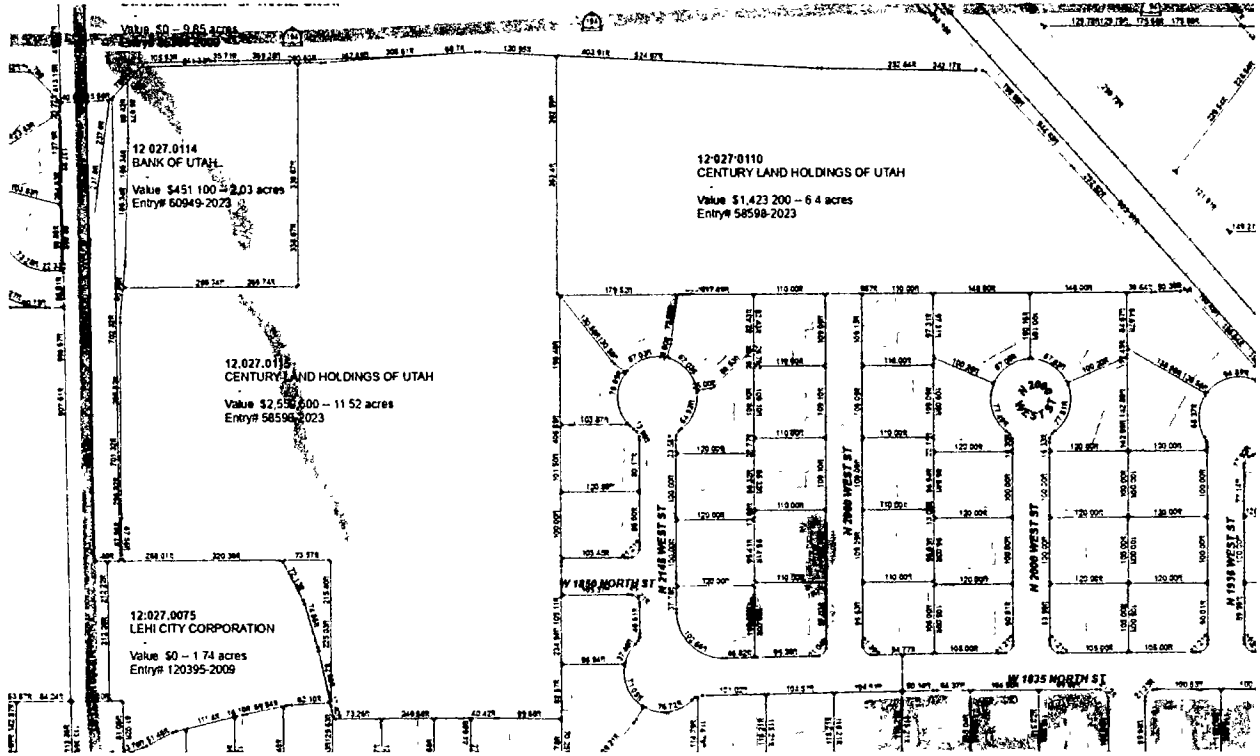
BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY OF 2300 WEST STREET, SAID POINT BEING NORTH 00°04'52" WEST 1,955.87 FEET ALONG THE SECTION LINE AND EAST 327.85 FEET FROM THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING; THENCE NORTH 89°59'38" EAST 281.07 FEET; THENCE NORTH 00°03'08" EAST 338.87 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 2100 NORTH STREET; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) NORTH 88°58'08" EAST 39.29 FEET; (2) NORTH 86°17'40" EAST 167.89 FEET; (3) NORTH 88°49'15" EAST 68.70 FEET; (4) SOUTH 88°51'57" EAST 124.64 FEET TO THE EXTENSION OF THE WESTERLY BOUNDARY LINE OF GREEN PARK SUBDIVISION PLAT B; THENCE ALONG SAID EXTENSION AND WESTERLY BOUNDARY LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTH 00°05'13" EAST 789.23 FEET; (2) SOUTH 00°05'15" EAST 234.94 FEET TO THE NORTHERLY BOUNDARY LINE OF JORDAN MEADOWS PLAT A; THENCE ALONG SAID NORTHERLY BOUNDARY LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH 88°51'28" WEST 99.67 FEET; (2) WEST 249.68 FEET; THENCE NORTH 12°50'31" WEST 16.37 FEET; THENCE NORTH 225.03 FEET; THENCE WEST 323.38 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 2300 WEST STREET; THENCE NORTH 00°53'18" WEST 413.98 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

Less and excepting therefrom:

A parcel of land situate in the Southwest Quarter of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

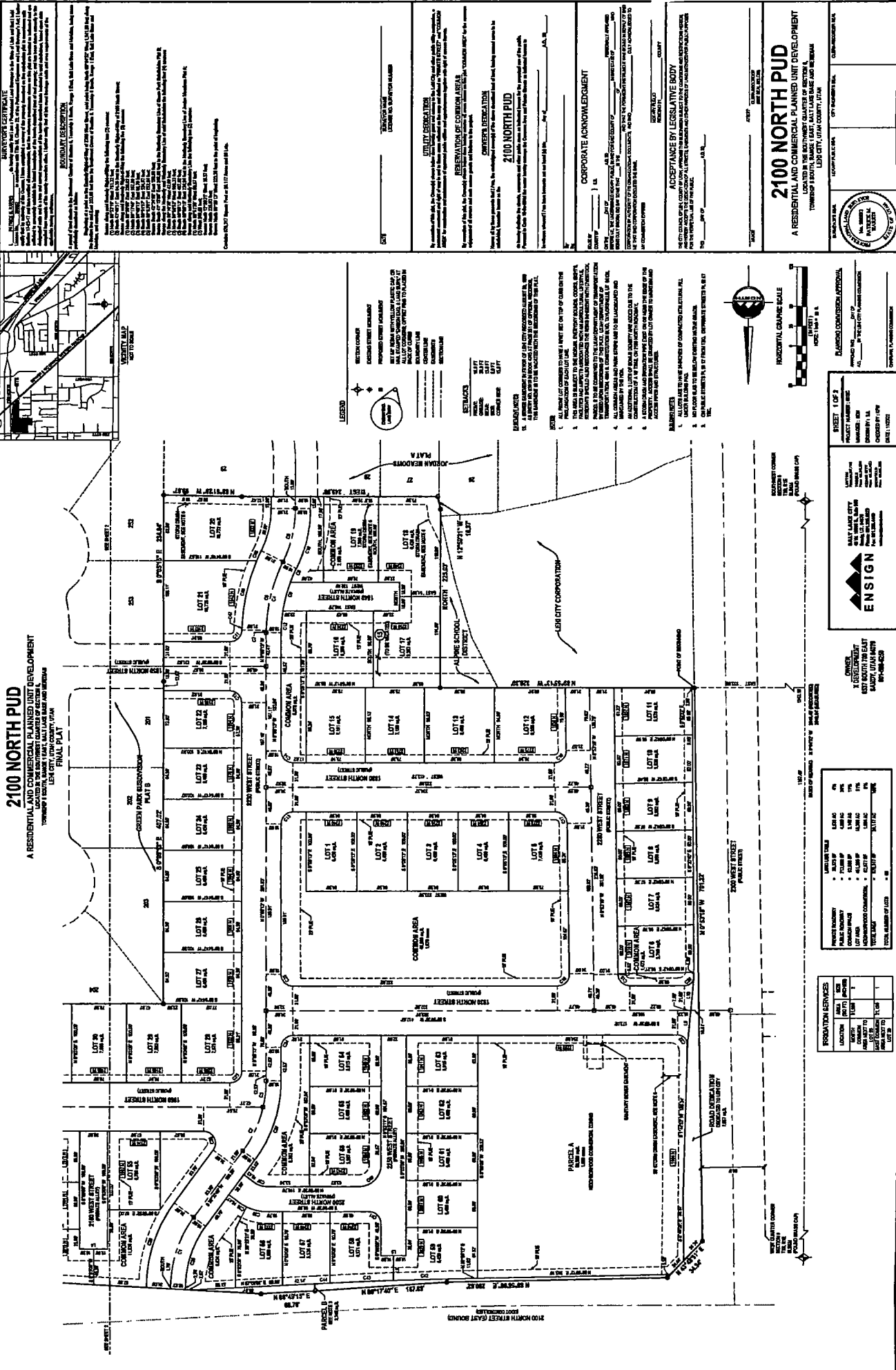
Beginning at a point on the Easterly Right-of-Way of 2300 West Street, said point being North 00°04'52" West 1,541.96 feet along the Section line and East 333.68 feet from the Southwest Corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running; thence along said Easterly Right-of-Way the following two (2) courses: (1) North 00°53'18" West 701.32 feet; (2) North 43°48'51" East 34.34 feet; thence South 00°48'09" East 88.97 feet; thence South 01°44'32" West 188.34 feet; thence South 05°31'16" West 85.58 feet; thence Southwesterly 1.25 feet along the arc of a 12.00 foot radius curve to the left (center bears South 84°22'12" East and the chord bears South 02°38'34" West 1.25 feet with a central angle of 05°58'28"); thence South 00°20'40" East 296.82 feet; thence South 00°52'22" East 67.56 feet; thence North 89°55'13" West 3.00 feet to the point of beginning.

Parcel Numbers: 12:027:0110 and 12:027:0115



Plat

Plat for 2100 N Subdivision attached hereto.



PLANNED UNIT DEVELOPMENT
A Planned Unit Development (PUD) is a type of land use that allows a developer to create a community with a mix of residential and commercial uses. The developer has the flexibility to design the community to meet the needs of the market and to create a unique character for the development. The PUD is subject to the same zoning regulations as other types of land use, but it allows for more flexibility in the design and layout of the development.

RESOLUTION SERVICES
The City of Salt Lake City has reviewed the proposed PUD and has determined that it meets the requirements of the zoning regulations. The City has approved the PUD and has issued a resolution to that effect. The resolution is subject to the approval of the City Council.

2100 NORTH PUD
The proposed PUD is located at the intersection of 2100 North Street and East Lane East. The development consists of 30 lots, each of which is approximately 1/4 acre in size. The lots are arranged in a grid pattern and are separated by streets. The development is designed to provide a mix of residential and commercial uses and to create a unique character for the community.

CONSENT OF THE BOARD OF DIRECTORS
I, the undersigned, do hereby consent to the proposed PUD and to the issuance of a resolution to that effect. I understand that the PUD is subject to the approval of the City Council and that I may be held liable for any damages or costs incurred by the City in connection with the PUD.

2100 NORTH PUD
The proposed PUD is located at the intersection of 2100 North Street and East Lane East. The development consists of 30 lots, each of which is approximately 1/4 acre in size. The lots are arranged in a grid pattern and are separated by streets. The development is designed to provide a mix of residential and commercial uses and to create a unique character for the community.

CONSENT OF THE BOARD OF DIRECTORS
I, the undersigned, do hereby consent to the proposed PUD and to the issuance of a resolution to that effect. I understand that the PUD is subject to the approval of the City Council and that I may be held liable for any damages or costs incurred by the City in connection with the PUD.

2100 NORTH PUD
The proposed PUD is located at the intersection of 2100 North Street and East Lane East. The development consists of 30 lots, each of which is approximately 1/4 acre in size. The lots are arranged in a grid pattern and are separated by streets. The development is designed to provide a mix of residential and commercial uses and to create a unique character for the community.

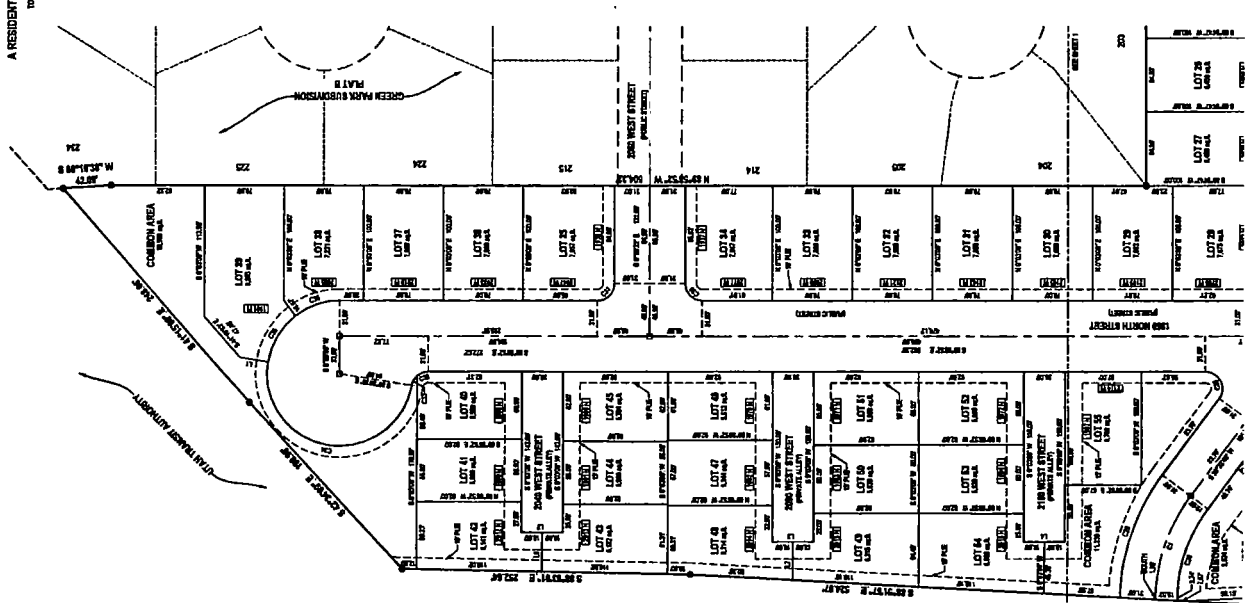
CONSENT OF THE BOARD OF DIRECTORS
I, the undersigned, do hereby consent to the proposed PUD and to the issuance of a resolution to that effect. I understand that the PUD is subject to the approval of the City Council and that I may be held liable for any damages or costs incurred by the City in connection with the PUD.

2100 NORTH PUD
The proposed PUD is located at the intersection of 2100 North Street and East Lane East. The development consists of 30 lots, each of which is approximately 1/4 acre in size. The lots are arranged in a grid pattern and are separated by streets. The development is designed to provide a mix of residential and commercial uses and to create a unique character for the community.

CONSENT OF THE BOARD OF DIRECTORS
I, the undersigned, do hereby consent to the proposed PUD and to the issuance of a resolution to that effect. I understand that the PUD is subject to the approval of the City Council and that I may be held liable for any damages or costs incurred by the City in connection with the PUD.

2100 NORTH PUD
The proposed PUD is located at the intersection of 2100 North Street and East Lane East. The development consists of 30 lots, each of which is approximately 1/4 acre in size. The lots are arranged in a grid pattern and are separated by streets. The development is designed to provide a mix of residential and commercial uses and to create a unique character for the community.

2100 NORTH PUD
 A RESIDENTIAL AND COMMERCIAL PLANNED UNIT DEVELOPMENT
 TOWNSHIP 3 NORTH, RANGE 11 EAST, JALisco, UTAH AND MORGAN
 LEHI CITY, UTAH COUNTY, UTAH
 FINAL PLAN



LOWEST NATIVE GRADE POINTS

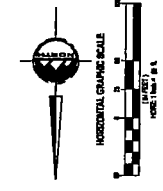
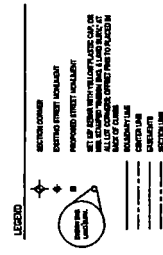
LOT NUMBER	LOWEST NATIVE GRADE POINT (ELEVATION)
1	5250.0
2	5250.0
3	5250.0
4	5250.0
5	5250.0
6	5250.0
7	5250.0
8	5250.0
9	5250.0
10	5250.0
11	5250.0
12	5250.0
13	5250.0
14	5250.0
15	5250.0
16	5250.0
17	5250.0
18	5250.0
19	5250.0
20	5250.0
21	5250.0
22	5250.0
23	5250.0
24	5250.0
25	5250.0
26	5250.0
27	5250.0
28	5250.0
29	5250.0
30	5250.0
31	5250.0
32	5250.0
33	5250.0
34	5250.0
35	5250.0
36	5250.0
37	5250.0
38	5250.0
39	5250.0
40	5250.0
41	5250.0
42	5250.0
43	5250.0
44	5250.0
45	5250.0
46	5250.0
47	5250.0
48	5250.0

CONCRETE TABLE

CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

LOT TABLE

LOT NUMBER	LOT AREA	LOT AREA	LOT AREA	LOT AREA	LOT AREA	LOT AREA	LOT AREA	LOT AREA	LOT AREA
1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100



2100 NORTH PUD
 A RESIDENTIAL AND COMMERCIAL PLANNED UNIT DEVELOPMENT
 TOWNSHIP 3 NORTH, RANGE 11 EAST, JALisco, UTAH AND MORGAN
 LEHI CITY, UTAH COUNTY, UTAH

ENSGN
 ENGINEERING
 1000 SOUTH 1000 WEST, SUITE 100, LEHI, UTAH 84043
 TEL: 435.335.1000
 WWW.ENSIGNUTAH.COM