

ENT 108576 : 2021 PG 1 of 9
Andrea Allen
Utah County Recorder
2021 Jun 15 09:37 AM FEE 40.00 BY DA
RECORDED FOR Northern Title Company
ELECTRONICALLY RECORDED

When recorded, mail to:

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

Affects Parcel No(s): A portion of Parcel No. 11:030:0169 (such portion to be known as Lot 336 and Parcel A of Seasons Estates Plat D once Seasons Estates Plat D is recorded)

LONG-TERM STORMWATER MANAGEMENT AGREEMENT

This Long-Term Stormwater Management Agreement (“Agreement”) is made and entered into this 8th day of June, 2021, by and between Lehi City, a Utah municipal corporation (“City”), and Estates of Traverse Mountain, 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 at Owner’s expense a storm and surface water management facility or improvements (“Stormwater Facilities”), which Stormwater Facilities will be maintained as set forth herein; 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 of Lot 336 shall, at its sole cost and expense, adequately maintain the Stormwater Facilities located on Lot 336. The City shall, at its sole cost and expense, adequately maintain the Stormwater Facilities located on Parcel A (it being understood that the City will be the owner of Parcel A). Lot 336 Owner's (with respect to the Stormwater Facilities located on Lot 336) and the City's (with respect to the Stormwater Facilities located on Parcel A) 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. Lot 336 Owner with respect to Stormwater Facilities located on Lot 336 and the City with respect to Stormwater Facilities located on Parcel A, 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 Lot 336 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 located on Lot 336, including to the extent applicable, 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 Lot 336 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 Lot 336 Owner written notice of the defects or deficiencies and provide the Lot 336 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 Lot 336 Owner or sent certified mail to the Lot 336 Owner at the address listed on the records of the Utah County Tax Assessor.

Section 6

Owner to Make Repairs. The Lot 336 Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Stormwater Facilities located on Lot 336 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 Lot 336 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 the Lot 336 Owner's failure to cure or correct within thirty (30) days following a second notice delivered to the Lot 336 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 located on Lot 336 (the City does have maintenance obligations with respect to the Stormwater Facilities located on Parcel A), 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 Lot 336 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 Lot 336 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 Lot 336 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. For the sake of clarity, in the event of a sale, conveyance, or transfer, the transferor shall be relieved of any obligations first accruing after the effective date of such sale, conveyance, or transfer.

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. Except to the extent caused by the negligence, fault, or breach of the City, the Lot 336 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 Lot 336 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 8th day of June 2021.

PROPERTY OWNER

ESTATES OF TRAVERSE MOUNTAIN, LLC
A Utah Limited Liability Company
By: Estates Management, LLC,
A Utah limited liability company, its manager

By: Brent Will Title: Co-manager

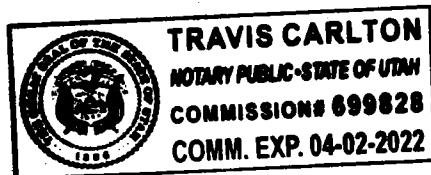
STATE OF UTAH)
COUNTY OF UTAH)

The above instrument was acknowledged before me by BRENT WILKE, this 8th day of JUNE, 20 21.

Notary Public

Residing in: LEHI, UTAH

My commission expires: 04/02/202



LEHI CITY

By: Mark Johnson

Mayor

Date: 6/8/21Attest: Joshua Wilson

City Recorder



STATE OF UTAH)

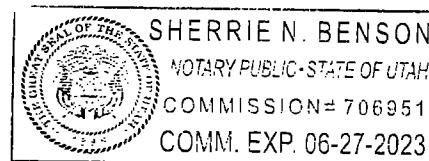
:ss.

COUNTY OF UTAH)

The above instrument was acknowledged before me by Mark Johnson, this 8 day
of June, 2021.

Sherrie N. Benson

Notary Public

Residing in: Lehi; UtahMy commission expires: 6-27-23

Attachments:

Exhibit A: Legal Description

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

EXHIBIT A

The property to be known as Lot 336 upon recording of Seasons Estates Plat D, and further described as follows ("Lot 336").

A part of the Northeast Quarter of Section 30, Township 4 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a northeasterly corner of SEASONS ESTATES PLAT B, according to the Official Plat thereof recorded October 10, 2019 as Entry No. 103941:2019 in the Office of the Utah County Recorder, located N00°00'25"E 697.98 feet along the Section line and N89°59'35"W 462.87 feet from the East 1/4 Corner of Section 30, T4S, R1E, SLB&M (Basis of Bearing: N00°17'58"W along the Section line between the Southeast Corner and East 1/4 Corner of said Section 30); running thence along said plat the following two (2) courses: (1) S76°19'37"W 30.18 feet; thence (2) N13°40'23"W 207.01 feet; thence N56°34'20"E 128.83 feet; thence S03°06'58"E 257.93 feet; thence westerly along the arc of a non-tangent curve to the left having a radius of 178.00 feet (radius bears: S03°06'58"E) a distance of 32.80 feet through a central angle of 10°33'25" Chord: S81°36'20"W 32.75 feet; thence S76°19'37"W 11.20 feet to the point of beginning.

Contains: 0.50 acres+/-

The property to be known as Parcel A upon recording of Seasons Estates Plat D, and further described as follows ("Parcel A").

A part of the Northeast Quarter of Section 30 and the Northwest Quarter of Section 29, Township 4 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the northeaster corner of Parcel C, SEASONS ESTATES PLAT A, according to the Official Plat thereof recorded August 27, 2018 as Entry No. 81441:2018 in the Office of the Utah County Recorder, located N00°00'25"E 539.37 feet along the Section line and S89°59'35"E 746.06 feet from the West 1/4 Corner of Section 29, T4S, R1E, SLB&M (Basis of Bearing: N00°17'58"W along the Section line between the Southwest Corner and West 1/4 Corner of said Section 29); running thence along said plat the following four (4) courses: (1) S39°07'08"W 177.89 feet; thence (2) S80°51'37"W 215.88 feet; thence (3) S24°07'49"E 269.99 feet; thence (4) southwesterly along the arc of a non-tangent curve to the left having a radius of 61.00 feet (radius bears: S25°06'32"E) a distance of 16.23 feet through a central angle of 15°14'39" Chord: S57°16'08"W 16.18 feet; thence N24°07'49"W 284.65 feet; thence N21°09'11"W 77.01 feet; thence N57°17'45"E 174.79 feet; thence N11°09'35"W 193.74 feet; thence N49°00'41"W 154.25 feet; thence S32°45'59"W 129.16 feet; thence S31°14'47"W 18.28 feet; thence Northwesterly along the arc of a non-tangent curve to the left having a radius of 61.00 feet (radius bears: S42°35'30"W) a distance of 12.08 feet through a central angle of 11°20'43" Chord: N53°04'52"W 12.06 feet; thence N31°14'47"E 18.00 feet; thence N29°13'18"E 125.70 feet; thence S85°46'50"W 132.59 feet; thence S73°25'30"W 91.01 feet; thence S71°00'01"W 90.39 feet; thence S81°25'51"W 90.36 feet; thence S86°45'48"W 91.51 feet; thence N21°19'18"W 128.35 feet; thence N53°26'34"W 137.72 feet; thence N86°42'27"W 139.00 feet; thence S56°34'20"W 128.83 feet to a southeasterly corner of Parcel C, SEASONS ESTATES PLAT B, according to the Official Plat thereof recorded October 10, 2019 as Entry No. 103941:2019 in the Office of the Utah County Recorder; thence along said plat N26°49'44"W 72.52 feet to the lands of Lehi City; thence along said lands the following eight (8) courses: (1) N63°10'19"E 24.85 feet; thence (2) N29°54'48"E 122.63 feet; thence (3) N76°16'30"E 202.35 feet; thence (4) S41°01'23"E 360.47 feet; thence (5) N78°44'46"E 393.54 feet; thence (6) S59°17'07"E 245.17 feet; thence (7) S12°12'49"E 213.70 feet; thence (8) S71°34'48"E 170.15 feet to the point of beginning.

Contains: 4.34 acres+/-