



ENT 15947:2019 PG 1 of 19
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 2019 Feb 27 10:41 am FEE 49.00 BY CS
 RECORDED FOR AMERICAN FORK CITY

STORM WATER FACILITY AGREEMENT

THIS AGREEMENT, is made and entered into this 6 day of December, 2019, by and between Willow Glen Townhomes, LLC (hereinafter referred to as "Owner", and American Fork City (hereinafter referred to as the "City"), a Municipal Corporation.

RECITALS

WHEREAS, the Owner desires to improve, develop or redevelop real property located at approximately 400 South 700 West in American Fork City, Utah County, State of Utah (hereinafter referred to as the "Property"), which is more particularly described in Exhibit A attached hereto;

WHEREAS, said development requires the installation and maintenance of storm water facilities (hereinafter referred to as "Facilities") to be constructed according to designs and plans approved by the City;

WHEREAS, the Owner, for and in behalf of its administrators, executors, successors, heirs, or assigns, including any homeowners association, recognizes and agrees that the health, safety, and welfare of the citizens of the City require that the Facilities be constructed and adequately maintained on the Property throughout the life of the development; and

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

**SECTION 1
 FACILITIES**

Facilities include all storm water detention and control structures, flood control devices, or other improvements, which may include, but is not limited to all pipes, channels, or other structures and infrastructure built to convey storm water to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water which are required by the City in the site plan attached hereto as Exhibit B.

**SECTION 2
 FACILITIES CONSTRUCTION**

The Owner shall, at its sole cost and expense, construct the Facilities in accordance with the plans and specifications for the development approved by the City. Owner understands and agrees that modifications may be needed to make the system work properly after the Facilities are installed and agrees to make modifications and adjustments as may be necessary and required by the City.

SECTION 3 MAINTENANCE

The Owner shall, at its sole cost and expense, adequately maintain the Facilities in good working condition acceptable to the City and in accordance with the schedule of long term maintenance activities agreed to by the parties and attached hereto as Exhibit C. Adequate maintenance is herein defined as follows: 1) keeping the Facilities in good working condition so that the Facilities are performing their design functions, 2) performing facility inspections and repairs as may be needed, and 3) replacing and/or modifying portions, or all of the system, as may be needed to maintain the intended function of the facility.

SECTION 4 EASEMENT

The Owner hereby grants permission to the City, its authorized agents, and employees to enter upon the Property and to inspect the Facilities whenever the City deems it necessary. Whenever possible, the City shall provide notice prior to entry. Inspections by the City 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 Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with all laws, regulations, and approved plans and specifications. The Owner hereby grants a twenty-five (25) foot access easement in favor of the City with the midpoint of the easement lying over the midpoint of the Facilities identified in the attached plan. This easement shall be limited in scope to allow only those actions which are necessary to allow the City to inspect, ensure adequate maintenance, and to cause any repairs to be made that the City deems necessary. This easement shall include, but is not be limited to, prohibiting the construction of structures or improvements that would impact or obstruct the intended purposes of the Facilities or restrict the ability of the Owner or the City to inspect, maintain, or repair the Facilities.

SECTION 5 FAILURE TO MAINTAIN FACILITIES

In the event the Owner fails to maintain the Facilities in good working order acceptable to the City and in accordance with the maintenance schedule incorporated in this Agreement, the City, in addition to any other remedies provided by State or City code, may, with due notice as provided in Section 6, enter the property and take whatever steps it deems necessary to return the Facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property that is not included in the plans and specifications for the development, or other agreement between the parties. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Facilities. The decision to maintain or repair the Facilities shall be at the City's sole discretion and in no event shall this Agreement be construed to impose any such obligation on the City or to create any liability for the City refusing to undertake such a duty.

SECTION 6 NOTICE OF DEFICIENCIES

If the City finds that the Facilities contain any defects or are not being maintained adequately, the City shall provide Owner written notice of the defects or deficiencies and provide Owner with a reasonable time, as determined by the City, to cure such defects or deficiencies.

SECTION 7 RECOUPMENT OF COSTS

In the event the City performs work of any nature pursuant to the Agreement, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner shall reimburse the City within thirty (30) days of receipt thereof for all the costs incurred by the City. If not paid within the prescribed time period, the City shall be entitled to record a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Owner's failure to maintain the Facilities.

SECTION 8 LIMITATION OF LIABILITIES

It is the sole intent of this Agreement to insure the proper construction and maintenance of the Facilities by the Owner. As the Facilities are not part of the City's Storm Water Collection System, this agreement does not create or extend any rights to immunity or liability protections provided by law to municipalities. This Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or caused by storm water runoff, or to constitute a waiver of any immunity provided to the City through the Utah State Code or Constitution.

SECTION 9 SEDIMENT ACCUMULATION

Adequate maintenance shall include control of sediment accumulation resulting from the normal operation of the Facilities. The Owner will make accommodations for the removal and appropriate disposal of all accumulated sediments.

SECTION 10 REQUIREMENTS AND STANDARDS

The Parties agree to follow and comply with all requirements applicable to storm water detention and control facilities as by the Utah Department of Environmental Quality, Division of Water Quality, including the Small MS4 General UPDES Permit requirements, and by the City ordinances and Storm Water Management Plan as existing at the time of executing this agreement and as may be amended from time to time. The parties agree that these requirements and regulations are incorporated herein by this reference and that this agreement shall be deemed

automatically amended to incorporate any and all changes and amendments made thereto after the signing of this agreement.

SECTION 11 INSPECTIONS

The Owner shall perform an annual inspection of the Facilities. The City may require more frequent inspections should it have reason to believe that such inspections are necessary. All inspections shall be conducted by a qualified inspector and the results shall be reported to the City. The purpose of the inspection and reporting is to assure safe and proper functioning of the Facilities, including but not limited to, the structural improvements, berms, outlet structure, pond areas, access roads, vegetation, landscaping, etc. All annual inspection reports shall be submitted to the City Public Works Department no later than September 1 of any given year and shall be on the Maintenance Inspection Report attached hereto as Exhibit D.

SECTION 12 INDEMNITY

The Owner indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Owner and the Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Owner shall pay for all costs and expenses in connection herewith.

SECTION 13 COVENANT RUNNING WITH THE LAND

This Agreement shall be recorded at the Utah County Recorder's Office and shall constitute a covenant running with the land and shall be binding on the Owner, its administrators, executors, heirs, assigns and any other successors in interest, including any homeowners association.

SECTION 14 REMEDIES

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest. Any rights or remedies contained in this Agreement shall be in addition, and non-exclusive, to any rights existing under the Utah Code or that may exist under the common law.

SECTION 15
ATTORNEYS FEES

If any party retains, consults, or uses an attorney because of any breach, default, or failure to perform as required by this Agreement, the non-breaching/defaulting party shall be entitled to reasonable attorney's fees incurred before litigation is filed. In the event that any litigation is commenced to enforce or interpret this Agreement the prevailing party shall be entitled to its attorneys fees, expert witness expenses, and litigation related expenses, including but not limited to court costs.

SECTION 16
THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure solely to the benefit of the parties herein and is not intended to create contractual rights in any third party.

SECTION 17
NO PARTNERSHIP

Nothing contained in this Agreement shall be deemed to create any form of a partnership or joint-venture between the City and Owner.

SECTION 18
UTAH LAW AND VENUE

This Agreement shall be interpreted pursuant to 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 19
INTEGRATED AGREEMENT

This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exists between the parties regarding the subject matter of this Agreement.

SECTION 20
SEVERABILITY

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, its successors and assigns, is held invalid, the remainder of this Covenant shall not be affected thereby.

SECTION 21
AMENDMENTS

Except as expressly provided elsewhere in this Agreement, no provision of this Agreement may not be modified except in writing agreed to by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

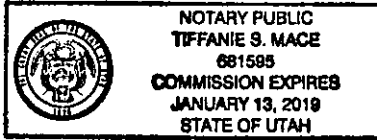
OWNER

Date: December 6, 2018.
By: [Signature]
Its: Member Grant Lefgren
Its: Member

NOTARIZATION

STATE OF UTAH)
) :ss
COUNTY OF UTAH)

The above Agreement was executed on this 6th day of December, 2018 by Grant Lefgren, for and on behalf of Willow Glen Townhomes, LLC, the Owner identified in the above signed Agreement. In executing this Agreement, the signer did swear before me that he is duly authorized to sign the agreement on behalf of the Owner.



[Signature]
NOTARY PUBLIC

AMERICAN FORK CITY

Date: Feb. 7, 2019.
[Signature]
Scott Sensanbaugher
Director of Public Works

ATTEST:

[Signature]

Approved as to form:

[Signature]

By: Cheryl M. Egnor
Attorney for American Fork City



ROAD DEDICATION PARCEL TO AMERICAN FORK CITY

A parcel of land situate in the Southeast Quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point South 00°03'33" West 109.04 feet along the section line and West 1,799.46 feet from the East Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running;

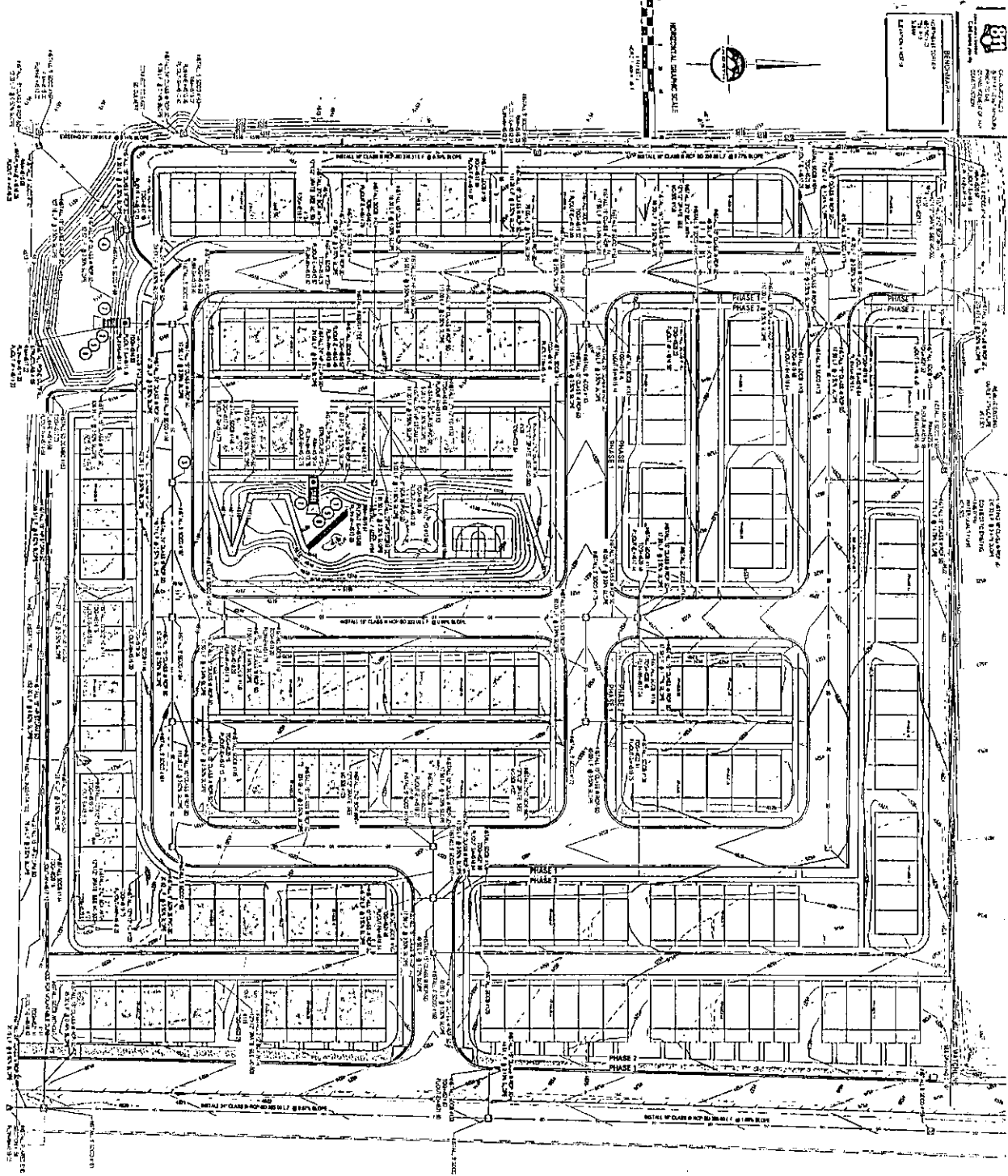
thence South 1°10'11" West 43.24 feet;
thence South 1°29'23" West 787.89 feet;
thence North 89°05'07" West 42.00 feet;
thence North 1°29'23" East 788.20 feet;
thence North 1°10'11" East 42.66 feet;
thence South 89°27'26" East 42.00 feet to the point of beginning.

Contains 34,902 square feet or 0.801 acres.

HOLINDRAKE BIRD DESCRIPTION

A parcel of land situate in the South Half of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point on the West line of Fenn Property Annexation, said point being South 00°03'33" West 109.04 feet along the Section line and West 1,799.46 feet from the East Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running; thence South 01°10'11" West 43.24 feet and South 01°29'23" West 787.89 feet along said West line; thence North 89°05'07" West 854.46 feet; thence North 01°30'57" East 369.82 feet; thence North 01°00'42" East 454.65 feet; thence South 89°32'52" East 144.39 feet to a point on the Southwest Corner of the Brad Reynolds Annexation; thence along said line for the following five(5) courses 1)North 89°45'50" East 56.70 feet 2)South 88°56'13" East 103.76 feet 3)South 89°21'35" East 261.62 feet 4)North 89°45'37" East 107.56 feet 5)South 89°27'26" East 183.93 feet to the point of beginning.



- 1. All proposed structures shall be constructed in accordance with the International Building Code, 2015 Edition, as amended by the Utah State Building Code Commission, 2018 Edition, and the Utah State Building Code Commission, 2020 Edition.
- 2. All proposed structures shall be constructed in accordance with the International Building Code, 2015 Edition, as amended by the Utah State Building Code Commission, 2018 Edition, and the Utah State Building Code Commission, 2020 Edition.
- 3. All proposed structures shall be constructed in accordance with the International Building Code, 2015 Edition, as amended by the Utah State Building Code Commission, 2018 Edition, and the Utah State Building Code Commission, 2020 Edition.
- 4. All proposed structures shall be constructed in accordance with the International Building Code, 2015 Edition, as amended by the Utah State Building Code Commission, 2018 Edition, and the Utah State Building Code Commission, 2020 Edition.
- 5. All proposed structures shall be constructed in accordance with the International Building Code, 2015 Edition, as amended by the Utah State Building Code Commission, 2018 Edition, and the Utah State Building Code Commission, 2020 Edition.
- 6. All proposed structures shall be constructed in accordance with the International Building Code, 2015 Edition, as amended by the Utah State Building Code Commission, 2018 Edition, and the Utah State Building Code Commission, 2020 Edition.
- 7. All proposed structures shall be constructed in accordance with the International Building Code, 2015 Edition, as amended by the Utah State Building Code Commission, 2018 Edition, and the Utah State Building Code Commission, 2020 Edition.
- 8. All proposed structures shall be constructed in accordance with the International Building Code, 2015 Edition, as amended by the Utah State Building Code Commission, 2018 Edition, and the Utah State Building Code Commission, 2020 Edition.
- 9. All proposed structures shall be constructed in accordance with the International Building Code, 2015 Edition, as amended by the Utah State Building Code Commission, 2018 Edition, and the Utah State Building Code Commission, 2020 Edition.
- 10. All proposed structures shall be constructed in accordance with the International Building Code, 2015 Edition, as amended by the Utah State Building Code Commission, 2018 Edition, and the Utah State Building Code Commission, 2020 Edition.
- 11. All proposed structures shall be constructed in accordance with the International Building Code, 2015 Edition, as amended by the Utah State Building Code Commission, 2018 Edition, and the Utah State Building Code Commission, 2020 Edition.
- 12. All proposed structures shall be constructed in accordance with the International Building Code, 2015 Edition, as amended by the Utah State Building Code Commission, 2018 Edition, and the Utah State Building Code Commission, 2020 Edition.

WILLOW GLEN
PHASE 1
400 SOUTH 700 WEST
AMERICAN FORK, UTAH 84003

ENSGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
500 WEST 1000
PHOENIX
1001 EAST WASHINGTON
PHOENIX, AZ 85014

TOBBLE
PHOENIX, AZ 85014
PHOENIX, AZ 85014
PHOENIX, AZ 85014

WWW.ENSGN.COM

DRAINAGE PLAN

C-300

Exhibit C

ENT 15947:2019 PG 10 of 19

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

Willow Glen is a multi-family development consisting of townhomes and landscaped common areas.

This facility is used for multi-family housing, including tenant leisure.

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 1.

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.

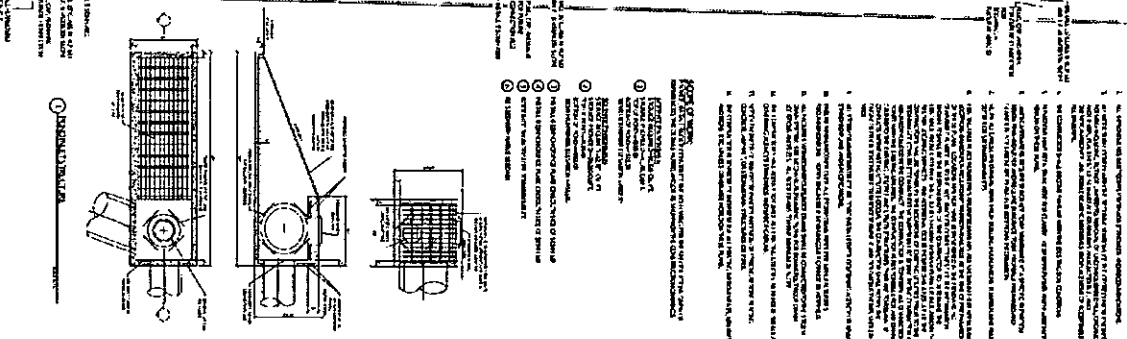
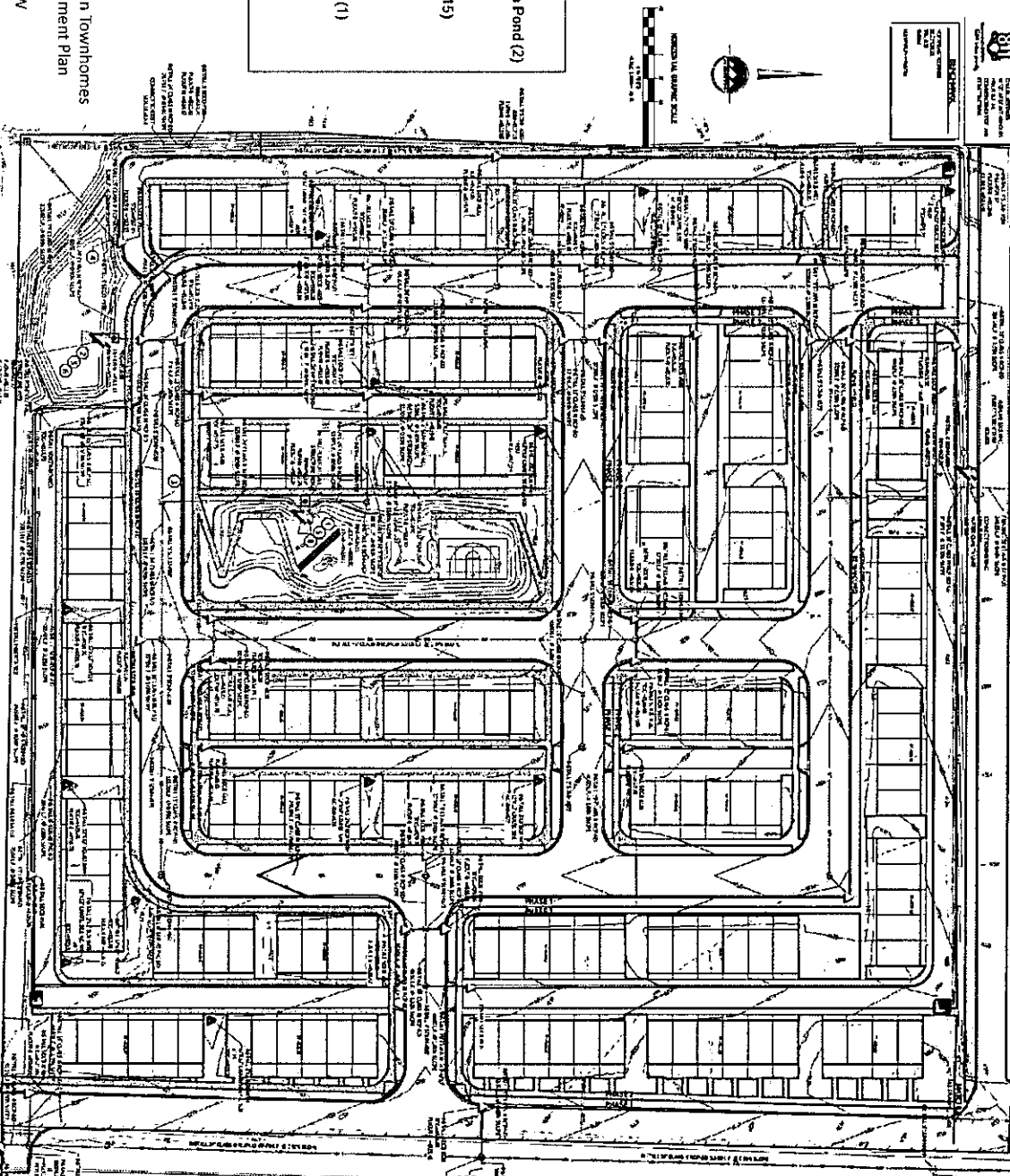
Facility Maps

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

ENSGN
 ENGINEERING & SURVEYING
 341 EAST LUTY
 SUITE 200
 LAYTON, UTAH 84040
 PHONE: 801-963-8830
 FAX: 801-963-8830
 WWW.ENSGN.COM

LEGEND - (B)

- Landscaped Retention Pond (2)
- Landscaping (106)
- Impervious Surfaces (15)
- Outfall (4)
- Storm Drains (32)
- Other - Inlet Protection (1)
- Yard Drain (13)
- Dumpster (3)



WILLOW GLEN PHASE 1
 400 SOUTH 700 WEST
 AMERICAN FORK, UTAH 84003

ENSGN
 ENGINEERING & SURVEYING
 341 EAST LUTY
 SUITE 200
 LAYTON, UTAH 84040
 PHONE: 801-963-8830
 FAX: 801-963-8830
 WWW.ENSGN.COM

PROJECT INFORMATION

Project Name	Willow Glen Townhomes
Project Location	400 South 700 West, American Fork, UT 84003
Project Number	15947
Project Date	2019
Project Status	Final
Project Type	Stormwater Management
Project Scale	1" = 100'
Project Author	J. Smith
Project Checker	M. Jones
Project Approver	D. Brown

REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/19	ISSUED FOR PERMIT
2	02/15/19	REVISED TO REFLECT PERMIT COMMENTS
3	03/15/19	REVISED TO REFLECT FIELD CHANGES
4	04/15/19	REVISED TO REFLECT FINAL DESIGN

NOTES:

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES AND ORDINANCES.
- ALL MATERIALS SHALL BE APPROVED BY THE LOCAL HEALTH DEPARTMENT AND THE LOCAL WATER UTILITY.
- ALL STORMWATER SHALL BE COLLECTED AND TREATED TO THE DESIGN STANDARD.
- ALL RETENTION PONDS SHALL BE MAINTAINED AND MONITORED AS REQUIRED.
- ALL DRAINAGE SYSTEMS SHALL BE INSTALLED AND MAINTAINED AS SHOWN.
- ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED AS SHOWN.
- ALL UTILITIES SHALL BE LOCATED AND DEPTH MARKED AS SHOWN.
- ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED BUDGET.
- ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED QUALITY STANDARDS.
- ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED SAFETY STANDARDS.

PROJECT INFORMATION

PROJECT NAME: Willow Glen Townhomes
PROJECT LOCATION: 400 South 700 West, American Fork, UT 84003
PROJECT NUMBER: 15947
PROJECT DATE: 2019
PROJECT STATUS: Final
PROJECT TYPE: Stormwater Management
PROJECT SCALE: 1" = 100'

PROJECT AUTHOR: J. Smith
PROJECT CHECKER: M. Jones
PROJECT APPROVER: D. Brown

REVISIONS:

NO.	DATE	DESCRIPTION
1	01/15/19	ISSUED FOR PERMIT
2	02/15/19	REVISED TO REFLECT PERMIT COMMENTS
3	03/15/19	REVISED TO REFLECT FIELD CHANGES
4	04/15/19	REVISED TO REFLECT FINAL DESIGN

NOTES:

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES AND ORDINANCES.
- ALL MATERIALS SHALL BE APPROVED BY THE LOCAL HEALTH DEPARTMENT AND THE LOCAL WATER UTILITY.
- ALL STORMWATER SHALL BE COLLECTED AND TREATED TO THE DESIGN STANDARD.
- ALL RETENTION PONDS SHALL BE MAINTAINED AND MONITORED AS REQUIRED.
- ALL DRAINAGE SYSTEMS SHALL BE INSTALLED AND MAINTAINED AS SHOWN.
- ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED AS SHOWN.
- ALL UTILITIES SHALL BE LOCATED AND DEPTH MARKED AS SHOWN.
- ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED BUDGET.
- ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED QUALITY STANDARDS.
- ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED SAFETY STANDARDS.

PROJECT INFORMATION

PROJECT NAME: Willow Glen Townhomes
PROJECT LOCATION: 400 South 700 West, American Fork, UT 84003
PROJECT NUMBER: 15947
PROJECT DATE: 2019
PROJECT STATUS: Final
PROJECT TYPE: Stormwater Management
PROJECT SCALE: 1" = 100'

PROJECT AUTHOR: J. Smith
PROJECT CHECKER: M. Jones
PROJECT APPROVER: D. Brown

REVISIONS:

NO.	DATE	DESCRIPTION
1	01/15/19	ISSUED FOR PERMIT
2	02/15/19	REVISED TO REFLECT PERMIT COMMENTS
3	03/15/19	REVISED TO REFLECT FIELD CHANGES
4	04/15/19	REVISED TO REFLECT FINAL DESIGN

NOTES:

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES AND ORDINANCES.
- ALL MATERIALS SHALL BE APPROVED BY THE LOCAL HEALTH DEPARTMENT AND THE LOCAL WATER UTILITY.
- ALL STORMWATER SHALL BE COLLECTED AND TREATED TO THE DESIGN STANDARD.
- ALL RETENTION PONDS SHALL BE MAINTAINED AND MONITORED AS REQUIRED.
- ALL DRAINAGE SYSTEMS SHALL BE INSTALLED AND MAINTAINED AS SHOWN.
- ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED AS SHOWN.
- ALL UTILITIES SHALL BE LOCATED AND DEPTH MARKED AS SHOWN.
- ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED BUDGET.
- ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED QUALITY STANDARDS.
- ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED SAFETY STANDARDS.

Note: Original civil files were used as a reference only. Modifications made by accenaGroup based on information provided by the operator and site conditions. This L.T.S.M.P. Map is a living document subject to change based on site needs. Please refer to the Site Maps section in complianceCO for the most up-to-date maps.

Exhibit 1: Inspections/Maintenance

Inspections will be located on complianceGO

1. Inspections will be performed by:

Name: Grant Lefgren

Title: Owner

Company: Willow Glen Townhomes, LLC

Telephone Number: 801-828-6226

Email: grant@keyut.com

ENT 15947:2019 PG 13 of 19

2. Maintenance will be performed by:

Name: Grant Lefgren

Title: Owner

Company: Willow Glen Townhomes, LLC

Telephone Number: 801-828-6226

Email: grant@keyut.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
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)
Storm Inlets	Twice Annually
Yard Drains	Twice Annually
Outfalls	Twice Annually
Retention Ponds	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? YES NO Circle Answer							
Orifice Required for site YES NO Circle Answers		Orifice Size:		Hooded outlet cover (snout) Required for site YES 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			

Common Pollutants from Stormwater Discharges

Pollutants	Sources	Consequences of Pollutant
Sediment	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.
Nutrients (Phosphorus, Nitrogen Potassium, Ammonia)	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.
Hydrocarbons (Petroleum Products, Benzene, Toluene, Ethyl benzene, Xylene)	Oils; Gasoline; Diesel Fuel; Antifreeze; Plant and Animal Oils;	These pollutants are toxic to humans and wildlife at very low levels. Carcinogenic. Teratogenic.
Heavy Metals	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
Toxic Chemicals (Chlorides) – including Pesticides & Herbicides, Detergents, Soaps	Industrial Chemicals; Pesticides; Herbicides; Detergents; Soaps;	Chemicals are of concern because they are toxic to all life at very low levels. Carcinogenic. Teratogenic.
Trash, Debris, Solids	Wastes	Aesthetically unpleasant. Risk of decay product toxicity. Risk of aquatic animal entrapment or ingestion and death.
Pathogens – Bacteria and Viruses	Animal Waste; Human Waste	Human health risks due to disease and toxic contamination of aquatic life.
Salt	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
Temperature (Thermal Pollution)	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

LTSMP Certification

LTSMP Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name: Grant Lefgren

Title: Owner

Signature: *Grant Lefgren*
Grant Lefgren (Dec 13, 2018)

Date: Dec 13, 2018

Company: Willow Glen Townhomes, LLC

Facility: Willow Glen

