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Farmington City
160 S Main
Farmington, UT 84015

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Affects Parcel No(s): 07-034-0105[✓]

LONG-TERM STORMWATER MANAGEMENT AGREEMENT

This Long-Term Stormwater Management Agreement ("Agreement") is made and entered into this 2nd day of May, 2019, by and between Farmington City, a Utah municipal corporation ("City"), and Horizon Utah Federal Credit Union, a Credit Union ("Owner").

RECITALS

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

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

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

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

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

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

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

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

Section 1

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

Section 2

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

Section 3

Annual Maintenance Report of Stormwater Facilities. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to the MS4 annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Stormwater Facilities. The annual inspection shall cover all aspects of the Stormwater Facilities, including, but not limited to, the parking lots, structural improvements, berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate

maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by June 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 business days to the Owner. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Stormwater Facilities Maintenance Plan.

Section 5

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

Section 6

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

Section 7

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

Section 8

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

Section 9

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

Section 10

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

Section 11

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

Section 12

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

Section 13

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

Section 14

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

Section 15

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

LONG-TERM STORMWATER MANAGEMENT PLAN AGREEMENT

SO AGREED this 2nd day of May 2019.

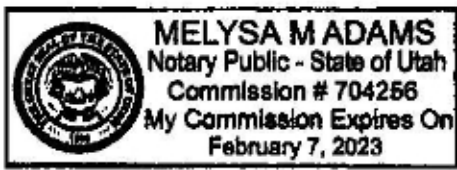
PROPERTY OWNER

By: [Signature] Title: Executive Vice President

STATE OF UTAH)
)
) :ss.
)
COUNTY OF DAVIS)

The above instrument was acknowledged before me by W Page Bennett, this 2 day of MAY, 2019.

Melysa M Adams
Notary Public
Residing in: Davis County
My commission expires: 2-7-2023



FARMINGTON CITY

By: Chad W. Boshell Date: 11-8-19
Storm Water Official

STATE OF UTAH)
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) :ss.
)
COUNTY OF)

The above instrument was acknowledged before me by Chad Boshell, this 8 day of November, 2019.

Holly Gadd
Notary Public
Residing in: Davis County
My commission expires: 12/05/19
Attachments:

LTSWMP _____

Exhibit A: Legal Description

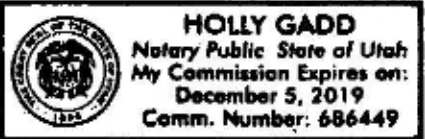


Exhibit B: Long-Term Stormwater Management Plan; Filed with Farmington City Planning Department

EXHIBIT A

07-034-0105
225 S 200 W Farmington, Utah

BEG ON E LINE OF A ST AT A PT 799.0 FT S OF THE NW COR BLK 11, PLAT BC, FARMINGTON TS SURVEY; TH S 226.88 FT ALG E LINE SD STR; TH E 332.50 FT; TH N 226.88 FT; TH W 322.50 FT ALG S LINE SD STR TO POB.

CONTAINS 1.73 ACRES

EXHIBIT B

Long-Term Stormwater Management Plan

for:

Horizon Utah Federal Credit Union
225 S 200 W
Farmington UT 84025

PURPOSE AND RESPONSIBILITY

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

Farmington Creek is impaired but does not have a TMDL. The 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 at our site is limited at controlling and containing pollutants and our operations if managed improperly can contaminate the environment. This LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the pollution containment limitations of our site infrastructure and direct our maintenance operations to responsibly manage our grounds.

Instructions:

- The purpose of this section is to help the Operator understand that the property can impact water quality and why it is important to maintain the property according to this LTSWMP.
- Describe site infrastructure, structural controls and any low-impact development designs (LIDs) necessary to control and contain pollutants. Identify the limitations of the infrastructure at controlling and containing pollutants. It is important the Operator, staff, service contractors and anyone else involved in onsite operations and activities understand the unique exposures, operations and infrastructure which impact the storm drain systems.
- Describe both business operations and maintenance activities that generate pollutants.
- Briefly identify the need for SOP that are necessary to compensate for the limitations of the site infrastructure and operations. Create SOPs to manage the site functions, and maintenance operations. Include the SOPs in Appendix B.
- Refer to the LTSWMP example provided as a separate download to create the site descriptions required in this Section.
- Generally most sites will have the following infrastructure listed in this Section, however, the designer is expected to add or remove descriptions to accurately represent the unique site infrastructure needing controls.

Parking, Sidewalk and Flatwork

Any sediment, leaves, debris, spilt fluids or other waste that collects on our parking lots and sidewalks will be carried by runoff to the street drain. This waste material will settle in the storm drain system increasing maintenance cost and solid and dissolved waste in the runoff can pass through the system ultimately polluting waters of the state.

Removal of debris and spills will minimize their affect on the run off.

Landscaping

Our landscaping consists of mostly grass with additional flower beds. These areas contain most of the fertilizers and pesticides as well as other pollutants that fall in these areas. Grass clipping, sticks, branches, dirt or other items that fall on the hard surfaces are cleaned up and not left to be washed away with the run off. Minimal run off from these areas occur.

Storm Drain System

There is no detention system for the hard surfaces the water is drained into the storm drain located on 200 South

Waste Management

Our dumpster is equipped with lids that are intended to prevent precipitation exposure minimizing liquids that can leak to pavements and from haul trucks. Lids will also prevent the light weight trash carried off by wind.

Utility System

Our roof top utility system is exposed to our roof drains which drain to our pavements. These heating and air conditioner units contains oils and other chemicals. Liquids and other waste generated by maintenance of this system can be appropriately managed.

Snow and Ice Removal Management

Salt is a necessary pollutant and is vital to ensuring a safe parking and pedestrian walkways. However, the snow removal operations if improperly managed will increase our salt impact to our own vegetation and local water resources.

SECTION 2: TRAINING

There is no on-premise detention system on premise needing maintenance or training. Contractors and employees will be required to follow SOP in appendix B

SECTION 3: RECORDKEEPING

There is no on-premise detention system on premise needing maintenance or training.

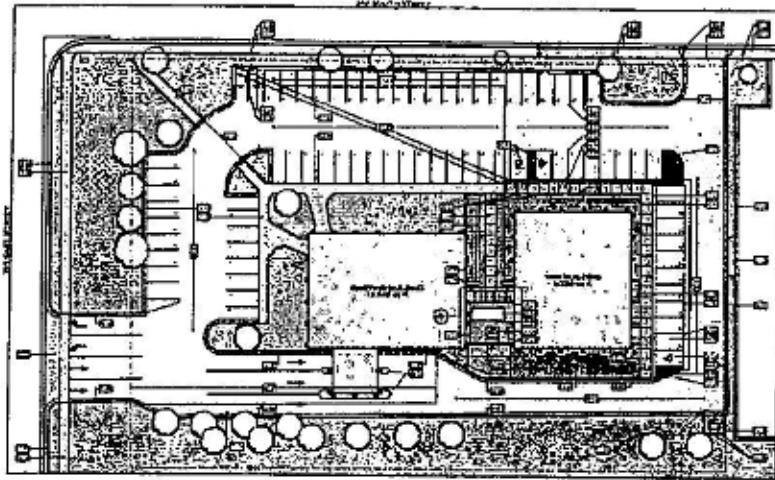
SECTION 4: APPENDICES

Instructions:

- Include all drawings, details, SOPs and other supporting information referenced in Sections 1.
- Ensure the LTSWMP is updated with any as-built plans, details and SOP changes prior to releasing the project, and NOI.

Appendix A- Site Drawings and Details
Appendix B- SOPs
Appendix C- Recordkeeping Documents

APPENDIX A – SITE DRAWINGS AND DETAILS



- GENERAL NOTES**
1. All work shall be in accordance with the Utah State Building Code, 2015 Edition, and all applicable local codes.
 2. All work shall be in accordance with the Utah State Electrical Code, 2014 Edition, and all applicable local codes.
 3. All work shall be in accordance with the Utah State Plumbing Code, 2012 Edition, and all applicable local codes.
 4. All work shall be in accordance with the Utah State Fire Code, 2012 Edition, and all applicable local codes.
 5. All work shall be in accordance with the Utah State Mechanical Code, 2012 Edition, and all applicable local codes.
 6. All work shall be in accordance with the Utah State Energy Code, 2012 Edition, and all applicable local codes.
 7. All work shall be in accordance with the Utah State Health Code, 2012 Edition, and all applicable local codes.
 8. All work shall be in accordance with the Utah State Safety Code, 2012 Edition, and all applicable local codes.
 9. All work shall be in accordance with the Utah State Environmental Code, 2012 Edition, and all applicable local codes.
 10. All work shall be in accordance with the Utah State Transportation Code, 2012 Edition, and all applicable local codes.
 11. All work shall be in accordance with the Utah State Public Works Code, 2012 Edition, and all applicable local codes.
 12. All work shall be in accordance with the Utah State Parks and Recreation Code, 2012 Edition, and all applicable local codes.
 13. All work shall be in accordance with the Utah State Cultural Resources Code, 2012 Edition, and all applicable local codes.
 14. All work shall be in accordance with the Utah State Historic Preservation Code, 2012 Edition, and all applicable local codes.
 15. All work shall be in accordance with the Utah State Archaeological Code, 2012 Edition, and all applicable local codes.
 16. All work shall be in accordance with the Utah State Anthropological Code, 2012 Edition, and all applicable local codes.
 17. All work shall be in accordance with the Utah State Ethnological Code, 2012 Edition, and all applicable local codes.
 18. All work shall be in accordance with the Utah State Linguistic Code, 2012 Edition, and all applicable local codes.
 19. All work shall be in accordance with the Utah State Historical Code, 2012 Edition, and all applicable local codes.
 20. All work shall be in accordance with the Utah State Prehistoric Code, 2012 Edition, and all applicable local codes.

- LEGEND**
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APPENDIX B – SOPs

Contractors will be required to perform their service, maintenance and repairs in a manner that will not intentionally discharge pollutants into the run off.

APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

There is no on-premise retention system.

Any observed issues will be resolved in the appropriate manner with no recordkeeping required.