



ENT 5382:2025 PG 1 of 8  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2025 Jan 24 01:47 PM FEE 0.00 BY CS  
RECORDED FOR LEHI CITY CORPORATION

**When recorded, mail to:**

Lehi City  
153 N 100 E  
Lehi, UT 84043

Affects Parcel No(s) 580210450

**STORMWATER SYSTEM OPERATIONS AND MAINTENANCE AGREEMENT**

This Stormwater System Operations and Maintenance Agreement ("Agreement") is made and entered into as of the date the Owner(s) of the parcel(s) as per Exhibit A, has executed this agreement

**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 Lehi 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, ("Stormwater System Operations and Maintenance Plan") more particularly shown in Exhibit "B" on file with the City Recorder 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 Stormwater System Operations and Maintenance 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 Stormwater System Operations and Maintenance Plan, and the mutual covenants contained herein, the parties agree as follows:

## **AGREEMENT**

### **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 systems 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 conditions 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 the 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 30<sup>th</sup> of each year and shall be on forms acceptable to the City.

#### **Section 4**

**Access and Inspections.** 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 the Owner written notice of the defects or deficiencies and provide the Owner with a reasonable time. 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 a risk-specific determined cure period to ensure that the Stormwater Facilities are adequately maintained and continue to operate as designed and approved. The Owner acknowledges any damage resulting from such defects and deficiencies is their cost liability.

#### **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 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 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. The owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in the 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 the 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 a 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 Salt Lake 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 Stormwater Operations and Maintenance Plan 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 the County Recorder but is included by reference and kept on file with the City Recorder. Revision applications must be filed with the Lehi and amended into the Stormwater System Operations and Maintenance Plan on file with the Lehi City recorder.

# STORMWATER SYSTEM OPERATIONS AND MAINTENANCE AGREEMENT

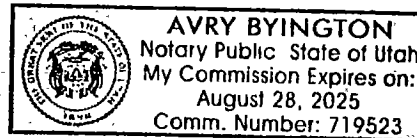
## PROPERTY OWNER

By: Patrick Moffat Title: MANAGER  
 By: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF UTAH )  
 ) :SS.  
 COUNTY OF )

The above instrument was acknowledged before me by Patrick Moffat, this 16<sup>th</sup> day of December, 2024.

Amy Byington  
 Notary Public  
 Residing in: Davis County  
 My commission expires: 8/26/2025



Lehi CITY  
 By: Mark Johnson Date: 12/30/24  
 Mayor Johnson  
 Attest: [Signature]  
 City Recorder



STATE OF UTAH )  
 ) :SS.  
 COUNTY OF )

The above instrument was acknowledged before me by Mark Johnson, this 30 day of December, 2024.

Sherrie Benson  
 Notary Public  
 Residing in: Lehi, UT  
 My commission expires: May 15, 2027  
 Attachments:

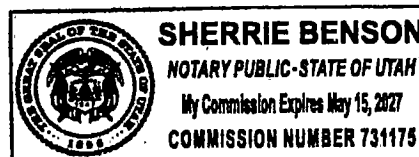


Exhibit A: Legal Description

Exhibit B: Stormwater System Operations and Maintenance Plan; Filed with Lehi City Recorder

## EXHIBIT A

Parcel 580210450

A part of the NE1/4 of Section 3 and the NW1/4 of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows: Beginning at a point located along the easterly Right-of-Way line of Welby Jacob Canal, Entry No. 3179:1918; said point also being S 00°03'14" W 1374.14 feet along the Section line from the Northeast Corner of Section 3, T5S, R1W, SLB&M; running thence along said Right-of-Way line the following four (4) courses; (1) N89°37'58"E 16.51 feet; (2) thence Easterly along the arc of a non-tangent curve to the left having a radius of 1,040.00 feet (radius bears: N01°00'59"W) a distance of 199.68 feet through a central angle of 11°00'04" Chord: N83°28'59"E 199.38 feet; (3) thence N77°58'22"E 158.65 feet; (4) thence S60°40'46"E 67.78 feet to the Westerly Right-of-Way line of Redwood Road conveyed to Utah Department of Transportation by Warranty Deed recorded as Entry No. 91998:2009; thence along said deed the following three (3) courses; (1) S12°01'39"E 26.56 feet; (2) thence S08°08'16"E 250.62 feet; (3) thence S12°01'39"E 30.16 feet to the Northwest corner of the property conveyed to Utah Department of Transportation by Warranty Deed recorded as Entry No. 46248:2019; thence along said deed the following five (5) courses; (1) S00°22'26"W 411.91 feet; (2) thence S02°00'42"W 417.69 feet; (3) thence N89°59'59"W 56.51 feet; (4) thence Westerly along the arc of a non-tangent curve to the right having a radius of 1,537.00 feet (radius bears: N00°00'01"W) a distance of 314.98 feet through a central angle of 11°44'30" Chord: N84°07'46"W 314.43 feet; (5) thence N78°15'31"W 75.60 feet to the Southeast Corner of the property conveyed to ICO Multifamily Holdings, LLC by Special Warranty Deed recorded as Entry No. 208384:2020; thence along said deed N78°17'45"W 33.70 feet to the Northwest Corner of the property conveyed to Utah Department of Transportation by Warranty Deed recorded as Entry No. 46246:2019; thence along said deed the following three (3) courses; (1) N78°15'31"W 161.93 feet; (2) thence N08°45'55"W 49.22 feet; (3) thence S81°54'23"W 53.27 feet to the easterly Right-of-Way line of Welby Jacob Canal, Entry No. 3179:1918; thence along said Right-of-Way the following four (4) courses; (1) thence N08°09'39"W 202.47 feet; (2) thence N13°44'46"E 157.83 feet; (3) thence N03°43'40"E 369.48 feet; (4) thence N28°11'14"W 293.38 feet to a point along the southerly line of the property conveyed to Utah Department of Transportation by Warranty Deed recorded as Entry No. 91965:2009; thence along said deed the following two (2) courses; (1) N89°52'33"E 325.57 feet; thence (2) N89°37'58"E 16.51 feet to the point of beginning.

Contains: 17.66 acres+/-