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ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER
1020 E PIONEER RD
DRAPER UT 84020
BY: BAP, DEPUTY - WI 33 P.

When recorded, mail to:

Draper City Recorder
1020 East Pioneer Road
Draper City, Utah 84081

Affects Parcel No(s): 33-012-0500-20000

STORMWATER POLLUTION PREVENTION MAINTENANCE AGREEMENT

This Stormwater Pollution Prevention Maintenance Agreement ("Agreement") is made and entered into this 15 day of MAY, 2018, by and between Draper City, a Utah municipal corporation ("City"), and VISTA 9 APARTMENTS LLC, a _____ ("Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters, as set forth in the Draper City Municipal Code Chapter 16-2, 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; or

WHEREAS, the Owner's existing property was completed after January 1, 2003; disturbed an area greater than or equal to one acre, or disturbed less than one acre and is part of a larger common plan of development or sale; and is served by a private on-site stormwater management facility; and

WHEREAS, in order to accommodate and regulate storm and surface water flow conditions, the Owner is required by federal, state, and local law 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, the 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 Maintenance and Preservation Plan") is more particularly shown in Exhibit "B" on file with the County Recorder's Office; 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 Maintenance and Preservation 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 Maintenance and Preservation 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 systems and appurtenances 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. 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 by the Owner, or the Owner's officers, employees, agents, and representatives 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 July 31st 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 to the Owner of at least three business days. 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 with the County Tax Assessor.

Section 6

Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, inspections, 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, the City may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. Prior to commencing work the City shall have complied with Section 5 and given Owner a second notice to cure or correct within 15 days served according to the delivery methods described in Section 5

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, inspections, 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. 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. The Owner hereby agrees to indemnify and hold the City and its officers, employees, agents and representatives from and against all actions, claims, lawsuits, proceedings, liability, damages, accidents, casualties, losses, claims, and expenses (including attorneys' fees and court costs) that directly result from the performance of this agreement, but only to the extent the same are caused by any negligent or wrongful act or omissions of the Owner, or the Owner's officers, employees, agents, and representatives.

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 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. Stormwater Maintenance and Preservation Plan (SWMP) must adapt to change in good judgment when site conditions and operations change and when existing programs are ineffective. Exhibit B shall be filed with this agreement at the County Recorder's Office.

STORMWATER POLLUTION PREVENTION MAINTENANCE AGREEMENT

SO AGREED this 15 day of May 20 18.

PROPERTY OWNER

By: [Signature] Title: Manager
By: _____ Title: _____

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

The above instrument was acknowledged before me by Jeff Nielson, this 15th day of May, 20 18.

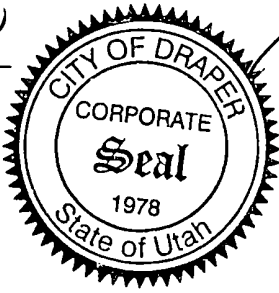
[Signature]
Notary Public
Residing in: Salt Lake
My commission expires: 2/14/22



DRAPER CITY

By: [Signature] Date: 6-22-18
Mayor City Manager

Attest: [Signature]
City Recorder



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

The above instrument was acknowledged before me by David Dobbins, this 27th day of June, 20 18.

[Signature]
Notary Public
Residing in: Draper, Utah
My commission expires: 12/04/2021



Attachments:

Exhibit A: Plat and Legal Description

Exhibit B: Stormwater Maintenance and Preservation Plan

Exhibit 'A'

Beginning at a point on the south line of 13490 South Street said point being North 89°58'27" West 94.49 feet along the section line and South 644.60 feet from the North Quarter Corner of Section 1, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running:

thence South 89°47'50" East 661.26 feet along the south line of said 13490 South Street;
thence South 84°04'57" East 61.62 feet along the south line of said 13490 South Street to the West line of Utah Power and Light Corridor;
thence South 35°55'53" West 672.26 feet along the west line of said Utah Power and Light Corridor to the North line of Bangerter Highway;
thence Westerly 4.63 feet along the arc of a 2,391.09 foot radius curve to the left (center bears South 03°01'35" East and the chord bears South 86°55'05" West 4.63 feet with a central angle of 00°06'40") along the north line of Bangerter Highway;
thence South 80°20'15" West 139.69 feet along the north line of Bangerter Highway; ;
thence Westerly 188.50 feet along the arc of a 2,378.59 foot radius curve to the left (center bears South 06°12'08" East and the chord bears South 81°31'39" West 188.45 feet with a central angle of 04°32'26") along the north line of Bangerter Highway;
thence North 00°03'47" East 604.49 feet to the point of beginning.

Contains 299,699 square feet or 6.880 acres.

LOFT 277

277 WEST 13490 SOUTH
DRAPER, UTAH 84020

STORM WATER MAINTENANCE PLAN

Project Number: 5825K

Prepared For:

BOYER COMPANY

RYAN SIMMONS

101 South 200 EAST, #200
Salt Lake City, Utah 84111
(801) 592-2495

Prepared By:

ENSIGN ENGINEERING

45 West 10000 South, Suite 500
Sandy, UT 84070
(801) 255-0529



Civil Engineering
Structural Engineering
Land Surveying
Urban Design
Planning

MAY 03, 2018

Stormwater Maintenance Plan

for:

Loft 277
277 West 13490 South
Draper, UT 84020

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SECTION 4: TRAINING
SECTION 5: RECORDKEEPING
SECTION 6 APPENDICES

SECTION 1: PURPOSE AND RESPONSIBILITY

As required by the Clean Water Act and resultant local regulations, including Jordan Valley Municipalities (MS4) permit, those who develop land are required to build and maintain systems that will prevent contaminated water from reaching waters of the state.

This Stormwater Maintenance Plan (SMP) is necessary to prevent contaminated stormwater and non-stormwater, from draining to the City's storm drain system, which is connected to the state water system. This SMP identifies the minimum standard operating procedures (SOPs) necessary to accomplish this purpose. Any other activities and site operations not identified in this SMP that contaminates water entering the City's storm drain system must be prohibited, unless SOPs are written to manage those activities or operations, and this SMP is amended to include those SOPs.

SECTION 2: POLLUTANTS AND SOURCES

| | Sediment | Nutrients | Heavy Metals | pH (acids and bases) | Pesticides & Herbicides | Oil & Grease | Bacteria & Viruses | Trash, Debris, Solids | Other pollutant | Notes |
|--------------------------------|----------|-----------|--------------|----------------------|-------------------------|--------------|--------------------|-----------------------|-----------------|-------|
| Pollutant Sources | | | | | | | | | | |
| Parking and Pavement Areas | √ | √ | √ | √ | √ | √ | √ | √ | | |
| Landscaping Maintenance | √ | √ | | | √ | | √ | √ | | |
| Waste Management | | √ | √ | √ | | | √ | √ | | |
| Storm Water Conveyance Systems | √ | √ | √ | √ | √ | √ | √ | √ | | |
| Spill Response | | | √ | | | √ | | √ | √ | |
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SECTION 3: DESCRIPTION OF SITE SYSTEMS, AND OPERATIONS AND THEIR CONTRIBUTION OR PREVENTION OF POLLUTANTS

The following operations and site systems are exposed and the associated pollutants can enter the storm drain system or blow off the site. The following site design and SOPs together will prevent these pollutants from leaving this site. All other site operations are performed inside only where the waste material is disposed in accordance to the regulated receiving facilities. The SOPs for the exposed operations are filed in Appendix B.

Parking and Road Maintenance

The parking and drive aisles on this site drain to the storm drain inlets located along the curb and gutter. The curb and gutter is efficient at collecting water and unfortunately, other debris as well, such as dirt and leaves. This necessitates sweeping programs to remove these pollutants before they can enter into the stormwater system. Since the parking and drive aisles on this site are private, it is the responsibility of the owners and management to schedule all maintenance and sweeping programs throughout the parking areas. The SOP for Parking and Road Maintenance is included in Appendix B.

Landscape Maintenance

This property has grass and shrubbery located around the buildings which will require regular maintenance, as well as curb islands located throughout the site. All areas will require regular maintenance. This involves mowing, sweeping, pruning, and the use of fertilizers, and pesticides. The resulting debris and waste from these maintenance activities will be carried into the stormwater system if not picked up during regular maintenance. In addition to the maintenance described above, the owners and management will also be responsible for the Landscape Maintenance of the storm water detention basin located in the northeast corner of the property. The SOP for Landscape Maintenance is included in Appendix B.

Waste Management

This site has three dumpster enclosures located on site. It will be the responsibility of the owners and management to ensure all waste is disposed of properly. Inspecting, maintaining, and ensuring proper use of garbage dumpsters will be the responsibility of the owners and management. The Waste Management SOP designed to minimize this problem is included in Appendix B.

Storm Water Storage and Conveyance Systems

This sites stormwater system consists of mostly curb and gutter and underground piping. All stormwater is directed to the detention basin located in the northwest corner of the site. Throughout the site there are various storm drain inlet boxes located in the parking areas. These are designed to collect storm runoff from hardscape, rooftops, and landscape areas to prevent flooding of any structural building on site. These inlet boxes must be protected and care should be taken to prevent dumping of any kind. These inlets are for storm drain runoff only and should not be used as a dumping area under any circumstances.

It is important that the Storm Water Conveyance System is maintained properly to ensure the desired performance. The owner and management are responsible for the maintenance of the storm water conveyance system on site. Management must ensure all inlet boxes are cleared of all debris and obstructions that may prevent storm water flow. Management must also ensure that all designated detention areas are clear of any landscaping or obstructions that may limit their storage capacity, or inhibit storm water flow to, and from the storage areas. For the storm water system to operate properly all parts of the system must be clear to operate freely. This site also contains underground storage chambers which will require regular maintenance to ensure the system does not fill with sediment and debris and prevent proper water flow through the system. Therefore, the entire storm water system will require regular routine maintenance to be effective. The Storm Water Storage and Conveyance Systems SOP and the underground Storage Chamber SOP is included in Appendix B.

Spill Response

All properties are prone to accidents and spills and these pollutants can get washed to the storm drain system. It is vital that these spills are properly cleaned and disposed of. The Spill Response SOP is written to explain how spills must be cleaned up. This is included in Appendix B.

SECTION 4: TRAINING

Owners and management will ensure that their employees know and understand the SOPs so that the operations necessary on this property will effectively protect all water that could enter into the City's storm drain system. This training record is kept in Appendix C.

SECTION 5: RECORDKEEPING

Owners and management will keep a record of operation activities in accordance with SOPs written specifically for this property to show compliance with the MS4 Permit. All information showing compliance with this Plan is also kept in Appendix C.

SECTION 6: APPENDICES

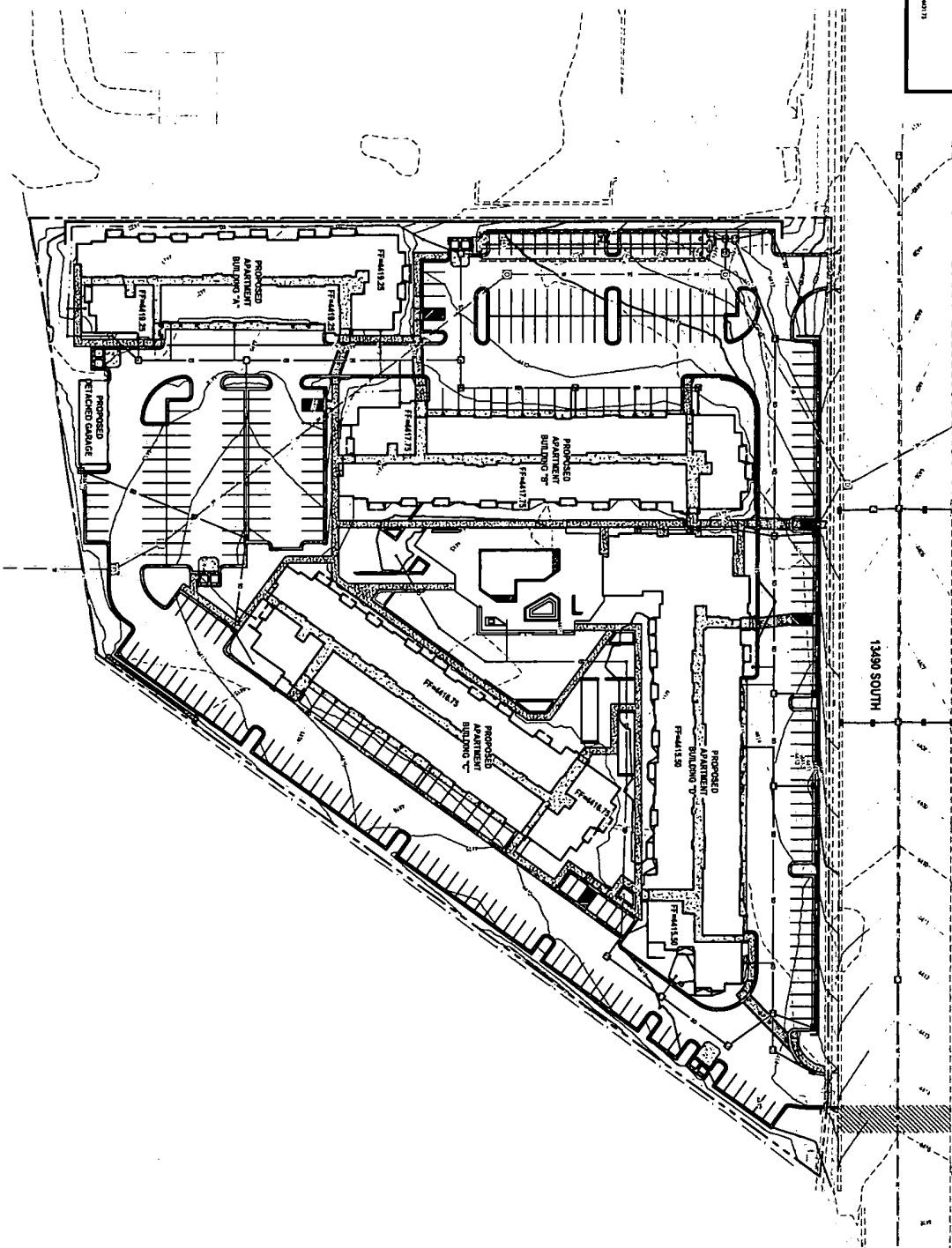
Appendix A- Site Drawings and Details

Appendix B- SOPs

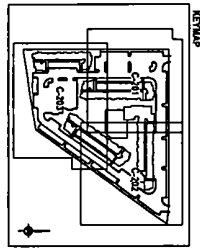
Appendix C- SMP Recordkeeping Documents

APPENDIX A – SITE DRAWINGS AND DETAILS

811 CALL BEFORE YOU DIG
 UTILITY LOCATING SERVICE
 1-800-4-A-SHIELD
 1-800-472-7343
 24 HOURS A DAY

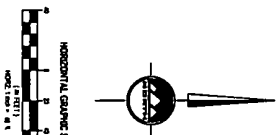


13490 SOUTH



GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SALT LAKE COUNTY ORDINANCES AND SPECIFICATIONS.
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15. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SALT LAKE COUNTY ORDINANCES AND SPECIFICATIONS.



ENSIGN
 THE STANDARD IN ENGINEERING
 SALT LAKE CITY
 431 W. 1000 S. SUITE 500
 SALT LAKE CITY, UT 84119
 Phone: 801.252.0200
 Fax: 801.252.0200

LOFT 277
 277 WEST 13490 SOUTH
 DRAPER, UTAH 84020

C-200

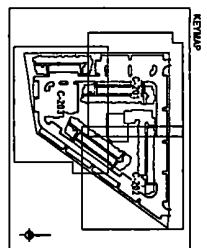
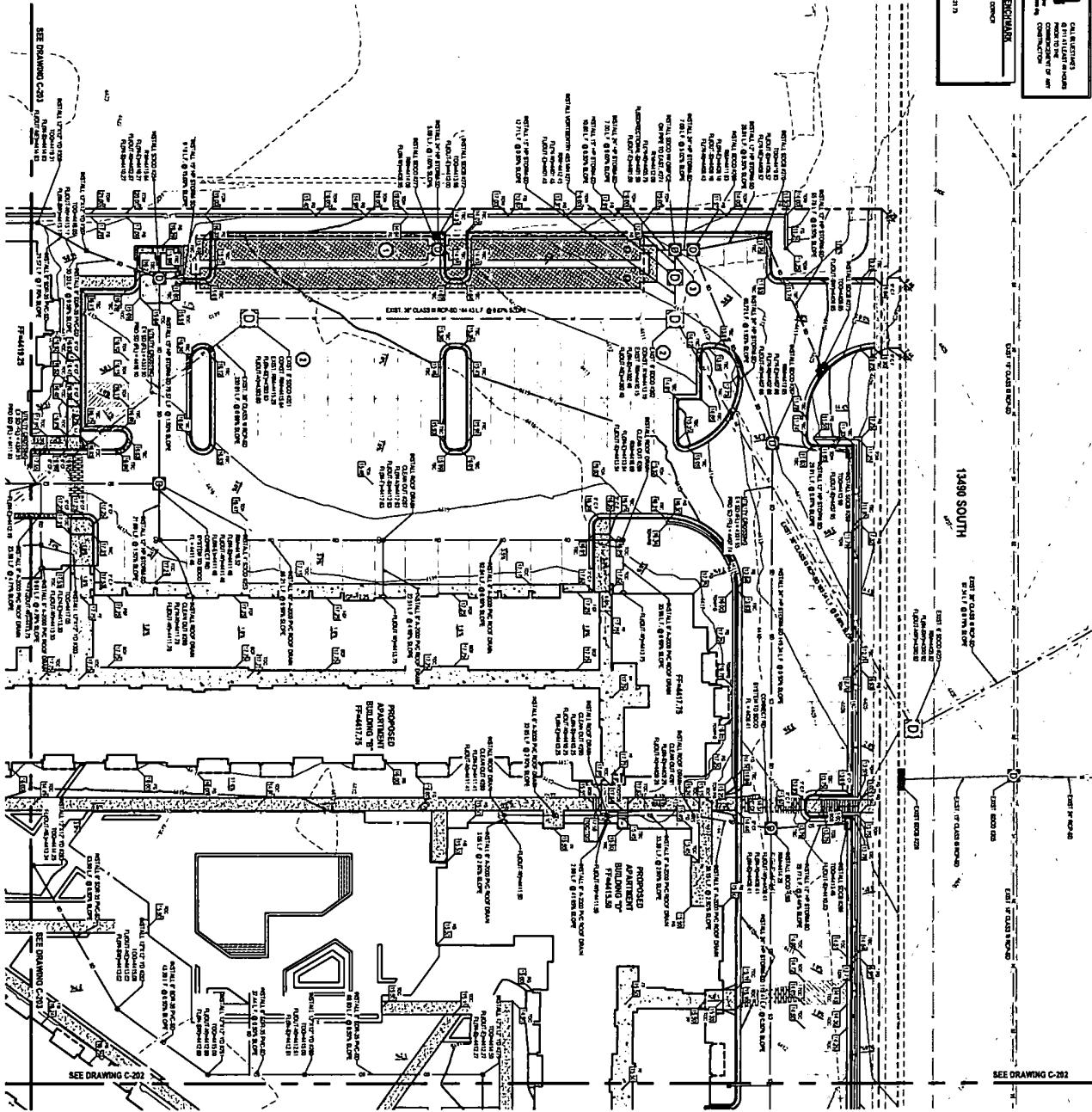
REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|----------|-------------------|
| 1 | 11/11/11 | ISSUED FOR PERMIT |
| 2 | 11/11/11 | ISSUED FOR PERMIT |
| 3 | 11/11/11 | ISSUED FOR PERMIT |

GRADING PLAN

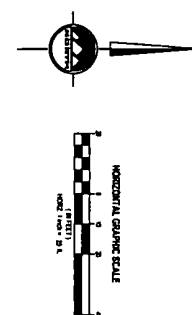
DATE: 11/11/11
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 CHECKED BY: [Name]
 SCALE: 1" = 10'-0"

811
 CALL BEFORE YOU DIG
 UTAH DEPARTMENT OF HERITAGE
 AND ARTS
 DIVISION OF HERITAGE
 AND ARTS
 1400 WEST 1000 SOUTH
 SALT LAKE CITY, UT 84119
 (801) 536-5800



GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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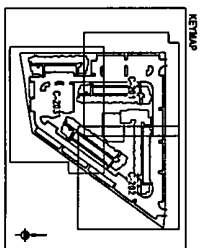
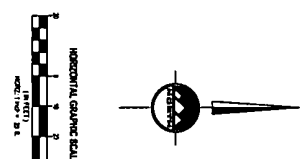
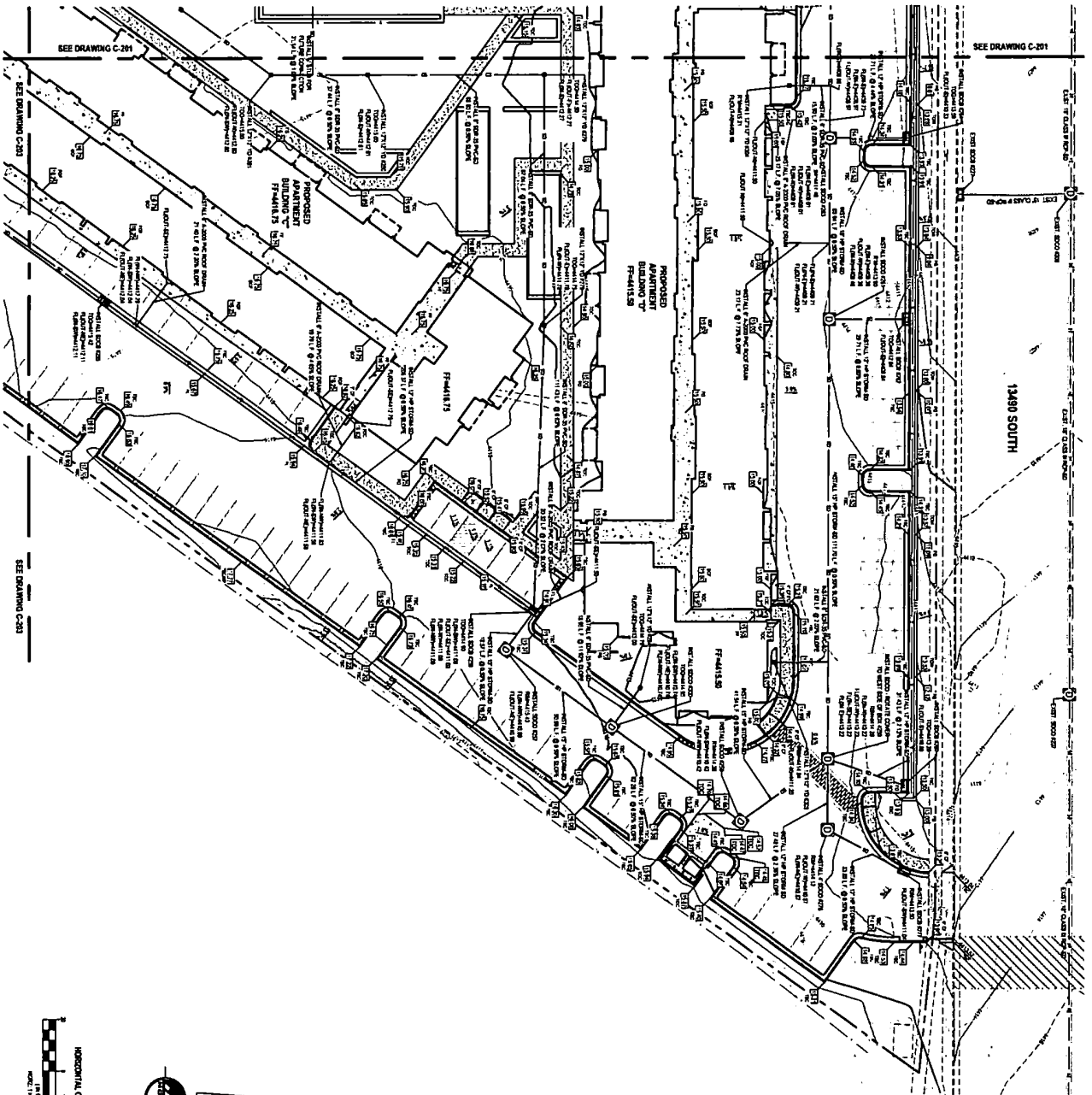
ENGIN
 THE STANDARD IN ENGINEERING
 8441 N. LAKE CITY
 61N. 1000 S. 2000 W
 SALT LAKE CITY, UT 84124
 Phone: (801) 253-0020
 FAX: (801) 253-0020
 LAYTON
 Phone: (801) 247-7100
 TOOELE
 Phone: (435) 841-1399
 CEDAR CITY
 Phone: (435) 862-1453
 RICHFIELD
 Phone: (435) 858-2303

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WWW.ENGINDESIGN.COM
 NORTH DAVENPORT
 1000 WEST 1000 SOUTH
 SALT LAKE CITY, UT 84119
 Phone: (801) 253-0020
 FAX: (801) 253-0020

C-201

GRADING PLAN



- GENERAL NOTES**
1. ALL NOTES TO COMPLY WITH THE GOVERNING AGENCY'S ORDINANCES AND SPECIFICATIONS.
 2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL FOUNDATION WALLS SHALL BE CONCRETE ON A 4" MINIMUM THICKNESS POLYETHYLENE GLASS FIBER REINFORCED CONCRETE (GFR) PAD FOUNDATION UNLESS OTHERWISE NOTED.
 4. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS WITH THE EXISTING SITE CONDITIONS.
 5. EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
 6. LANDSCAPE AND SITE LIGHTING SHALL BE MAINTAINED AS SHOWN UNLESS OTHERWISE NOTED.
 7. ALL UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
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811
CALL BEFORE YOU DIG
UTAH STATE DEPARTMENT OF HERITAGE AND ARTS
CONSTRUCTION

BENCHMARK
UTAH STATE DEPARTMENT OF HERITAGE AND ARTS
CONSTRUCTION

C-202
GRADING PLAN
DATE: 11/11/2024
DRAWN BY: [Name]
CHECKED BY: [Name]

LOFT 277
277 WEST 13490 SOUTH
DRAPER, UTAH 84020

ENSIGN
THE STANDARD IN ENGINEERING
BALT LAKE CITY
434 W. 1000 S., Suite 500
Salt Lake City, UT 84119
Phone: (801) 225-0250

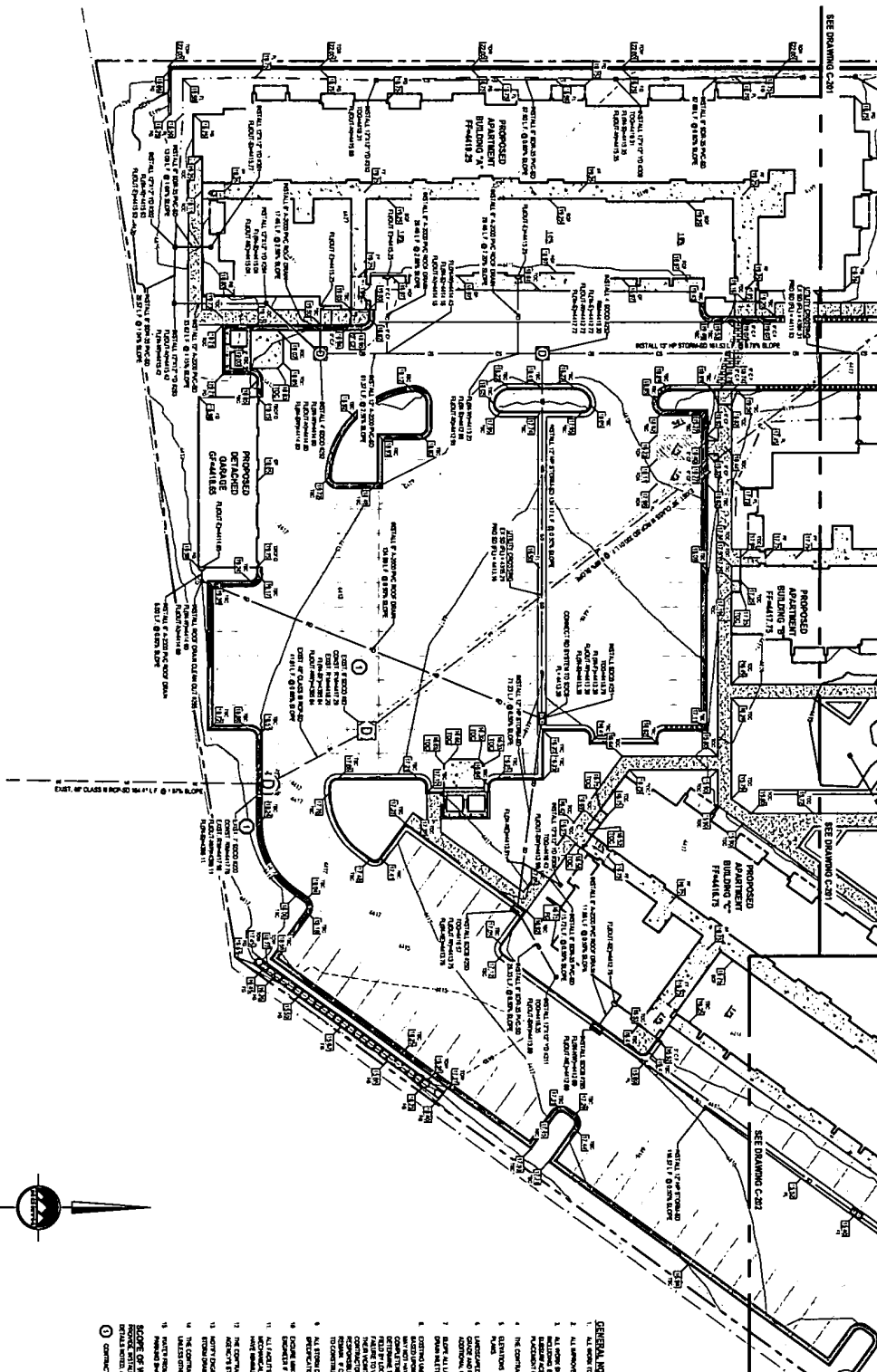
WWW.ENSIGNENGINEERING.COM
1111 W. 1000 S., Suite 500
Salt Lake City, UT 84119
Phone: (801) 225-0250

TOOBELE
1111 W. 1000 S., Suite 500
Salt Lake City, UT 84119
Phone: (801) 225-0250

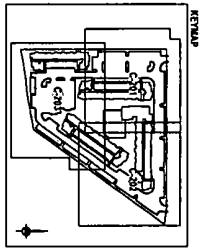
CEDAR CITY
1111 W. 1000 S., Suite 500
Salt Lake City, UT 84119
Phone: (801) 225-0250

RICHFIELD
1111 W. 1000 S., Suite 500
Salt Lake City, UT 84119
Phone: (801) 225-0250

UTAH STATE DEPARTMENT OF HERITAGE AND ARTS
CONSTRUCTION

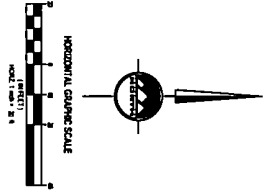


811 CALL BEFORE YOU DIG
 COMMUNITY OF UTAH
 UTAH DEPARTMENT OF HERITAGE AND ARTS
 UTAH UTILITY LOCATIONS
 (801) 438-3827
 WWW.UTAH811.COM



GENERAL NOTES

1. ALL WORK TO BE DONE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, SPECIFICATIONS AND PERMITS.
2. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED.
3. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DRAPER PERMITS AND SPECIFICATIONS.
4. ALL EXISTING UTILITIES SHALL BE IDENTIFIED AND MARKED PRIOR TO CONSTRUCTION.
5. ALL EXISTING UTILITIES SHALL BE DELETED OR RELOCATED AS SHOWN ON THE CONTRACT DOCUMENTS.
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BENCHMARK
 COMMUNITY OF UTAH
 UTAH DEPARTMENT OF HERITAGE AND ARTS
 UTAH UTILITY LOCATIONS
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C-203

LOFT 277

277 WEST 13490 SOUTH
 DRAPER, UTAH 84020



GRADING PLAN

ENSGN
 THE STANDARD IN DRAPERSHIRE
 8441 W. LAUREL CITY
 8111 W. 13000 S., SUITE 300
 SPOFFORD, UT 84043
 PHONE: (801) 255-0009
 FAX: (801) 255-0009
 WWW.ENSIGN.COM

APPENDIX B – SOPs

PARKING AND ROAD MAINTENANCE (SOP)

General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any Changes of routine operations must be amended in this SOP.

1. Preparation

- a. Inform employees and tenants of proper parking and road maintenance to reinforce proper housekeeping.
- b. Restrict parking in areas to be swept prior to and during sweeping using regulations as necessary.

2. Process

- a. Ensure that designated parking areas and drive aisles are clean and clear of debris and sediments.
- b. Hand sweep sections of gutters in parking areas if soil and debris accumulate.
- c. Pick-up litter as required to keep parking areas clean and orderly.

3. Clean-up

- a. Dispose of debris and other materials removed from drive aisles and parking areas properly. Proper disposal of debris and other materials includes placing said materials in the designated dumpsters provided on site. Materials such as oil, batteries, and other hazardous waste must be disposed of at a hazardous waste facility. (Many local auto parts stores will dispose of used oil and vehicle batteries.)
- b. Do not store waste in locations where storm water could transport fines or liquids into the storm drain system.

4. Documentation

- a. Document completed cleanup activities in "SMP Inspection Report".

5. Frequency

- a. Roadways should be swept once every three months and more frequently if inspections deem it necessary. Fall months will require street sweeping a minimum of once a month to prevent plant foliage from entering the storm drain system.
- b. Parking areas should be swept when inspections deem it necessary.

6. Inspections

- a. Inspections should occur once a month. Fall months will require a weekly inspection to ensure no plant foliage is in danger of entering or blocking the storm drain system.
- b. Inspections should identify any debris, trash or sediment on roadways and parking areas.
- c. Use inspections to ensure all SOPs are being followed.
- d. Use inspection results to alter maintenance frequency if necessary.

LANDSCAPE MAINTENANCE (SOP)

General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any Changes of routine operations must be amended in this SOP.

1. Preparation

- a. Train employees on proper use of equipment and chemicals.
- b. Make sure your state Chemical Handling Certification is complete and up-to-date before handling any chemicals.
- c. Calibrate fertilizer and pesticide application equipment to avoid excessive application.
- d. Use pesticides only if there is an actual pest problem.
- e. Time and apply the application of fertilizers, herbicides or pesticides to coincide with the manufacturer's recommendation for best results ("Read the Label").
- f. Know the weather conditions. Do not use pesticides if rain is expected within a 24-hour period. Apply pesticides only when wind speeds are low (less than 5 mph).

2. Process

- a. Keep clippings away from storm drain system.
- b. Follow the manufacturer's recommendations for mixing, application and disposal of fertilizer and pesticides. ("Read the Label").
- c. Do not mix or prepare pesticides for application near storm drains, preferably mix inside a protected area with impervious secondary containment so that spills or leaks will not contact soils.
- d. Employ techniques to minimize off-target application (e.g. spray drift, over broadcasting.) of pesticides and fertilizers.

3. Clean-up

- a. Sweep or blow small clippings into landscape areas, or collect and properly dispose of in designated dumpsters provided on site.
- b. Dispose of large clippings in approved locations or containers per waste management sop.
- c. Sweep or blow pavements or sidewalks where fertilizers or other solid chemicals have fallen, back onto grassy areas before applying irrigation water. Ensure that all fertilizers or other solid chemicals are completely cleaned off pavements or sidewalks following every application.
- d. Triple rinse pesticide and herbicide containers, and use rinse water as product. Dispose of unused pesticide as hazardous waste. Do not rinse onto pavements or hardscape areas which may cause a downstream impact.
- e. Always follow all federal and state regulations governing use, storage and disposal of fertilizers, herbicides or pesticides and their containers. ("Read the Label")

4. Documentation
 - a. Document completed cleanup activities in "SMP Inspection Report".
 - b. Keep copies of MSDS sheets for all pesticides, fertilizers and other hazardous products used.
5. Frequency
 - a. Landscape maintenance should occur weekly during spring and summer months or whenever inspections deem it necessary.
 - b. During fall months leaves and foliage should be collected when inspections deem it necessary.
6. Inspections
 - a. Inspections should occur after each maintenance event.
 - b. Inspections should identify any leaves, clippings, or trimmings left in runoff areas.
 - c. Inspections should identify any possible fertilizers, pesticides or chemicals that may enter storm water system.
 - d. Use inspections to ensure all SOPs are being followed.
 - e. Use inspection results to alter maintenance frequency if necessary.

WASTE MANAGEMENT (SOP)

General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any Changes of routine operations must be amended in this SOP.

1. Preparation
 - a. Proper disposal of trash includes placing waste materials in the designated dumpster receptacles provided on site. Materials such as oil, batteries (no alkaline), ink jet cartridges, cell phones, paint, etc., are considered household hazardous waste and must be disposed of at the Household Hazardous Waste (HHW) facility at the Trans-Jordan Landfill.
 - b. During collection hours ensure that tenants and employees do not park vehicles near collection container.
2. Process
 - a. Perform regular inspections of dumpster container for leaks, and have repairs made immediately by responsible party.
 - b. Request/use dumpsters with lids and without drain holes.
 - c. Do not overfill container so that the lid will not close.
 - d. Keep lid on container closed to prevent trash from blowing out or container filling with water.
3. Clean-up
 - a. Keep areas around garbage container clean of all garbage and debris.

- b. Have garbage container emptied regularly to keep from overflowing. Special caution should be used for all lightweight trash because in the case of strong winds, this lightweight trash may be blown out of the garbage container. In this case, clean-up may be needed in roadways and/or landscape areas due to wind-blown debris.
 - c. Wash out dumpsters as needed to keep odors from becoming a problem. Wash water must not enter into any storm drain system.
4. Documentation
 - a. Document completed cleanup activities in "SMP Inspection Report".
5. Frequency
 - a. Waste management should be ongoing at all times. Tenants and employees should ensure all waste is disposed of in dumpster container and ready for pickup.
6. Inspections
 - a. Inspections should occur once a month.
 - b. Inspections should identify any damage to garbage containers, any cracks or holes which may allow waste to leak into roadways. (Replace container when necessary)
 - c. Inspections should ensure garbage container is being used properly without overflowing container and lid is closed.
 - d. Use inspections to ensure all SOPs are being followed.

STORM WATER STORAGE AND CONVEYANCE SYSTEMS (SOP)

General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any Changes of routine operations must be amended in this SOP.

1. Preparation
 - a. Inform owners and management that detention areas are not to be altered or obstructed in any way.
 - b. Clean sediment and trash off inlet grates.
 - c. Do visual inspection on outside of grate.
 - d. Check for broken parts of the system that may need to be replaced.
 - e. Do visual inspection inside cleanout boxes. (DO NOT ENTER ANY MANHOLE OR CLEANOUT BOX)
2. Process
 - a. Remove any large loose debris and sorbent materials with hand tools.
 - b. Clean system (pipes and boxes) using a high powered vacuum truck to suck out standing water and sediment.

- c. Use a high pressure washer to break up any remaining material in the catch basins and cleanout boxes, while capturing resulting slurry with vacuum.
 - d. Once catch basins and clean out boxes are clean, clean any sediment that may remain within the pipes.
3. Clean-up
 - a. When vacuum truck is full of sediment take it to designated locations to dump all sediment out of the truck into a drying bed.
 - b. Wash down area before leaving the designated dump location.
4. Documentation
 - a. Document completed cleanup activities in "SMP Inspection Report".
 - b. Record the amount of waste collected and number of catch basins cleaned and the area they were cleaned in. Keep any notes or comments of any problems encountered.
5. Frequency
 - a. Use inspection results and clean storm drain system when necessary.
6. Inspections
 - a. Inspections should occur twice a year or after a large storm event for the storm drain system.
 - b. Inspections should identify any flow obstructions, or damage to the system.
 - c. Inspections should identify any sediment buildup in pipes and clean out boxes. If more than 2" of sediment and debris is present in pipes or boxes then maintenance is needed.
 - d. Use inspections to ensure all SOPs are being followed.
 - e. Use inspection results to determine maintenance frequency.

STORAGE CHAMBER (UNDERGROUND DETENTION) (SOP)

General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any Changes of routine operations must be amended in this SOP.

1. Preparation
 - a. Do visual inspection using inspection port located above chambers.
 - b. Check for sediment build up within the system.
 - c. If sediment is present, use a stadia rod to determine sediment depth.
 - d. If necessary to enter any manhole or clean out box, follow all local and OSHA rules for entering a confined space.
2. Process
 - a. Clean system using a high powered vacuum truck to break up sediment and suck out standing water and sediment.

- b. Use a high pressure washer to break up any remaining material in the catch basins and cleanout boxes at the end of the chambers, while capturing resulting slurry with vacuum.
3. Clean-up
 - a. When vacuum truck is full of sediment take it to designated locations to dump all sediment out of the truck into a drying bed.
 - b. Wash down area before leaving the designated dump location.
4. Documentation
 - a. Document completed cleanup activities in "SMP Inspection Report".
 - b. Record the amount of waste collected and number of catch basins cleaned and the area they were cleaned in. Keep any notes or comments of any problems encountered.
5. Frequency
 - b. Use inspection results and clean storm drain system when necessary.
6. Inspections
 - f. Inspections should occur twice a year for the first year or after a large storm event for the underground chamber system.
 - g. Inspections should identify any damage to the system.
 - h. Inspections should identify any sediment buildup in pipes and clean out boxes. If more than 2" of sediment and debris is present in pipes or boxes then maintenance is needed.
 - i. Use inspections to ensure all SOPs are being followed.

Use inspection results to determine maintenance frequency.

SPILL RESPONSE (SOP)

General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any Changes of routine operations must be amended in this SOP.

1. Preparation
 - a. Understand Material Safety Data Sheet (MSDS) for handling of product.
 - b. Supervisors ensure that employees handling and transporting chemicals are trained on the proper procedures.
 - c. Determine proper place of handling.
 - d. Have necessary containment and spill kits at handling place (location to be determined by Home Owners Association)
 - e. Have proper Personal Protective Equipment (PPE) available and wear it prior to handling chemicals as necessary or as required.
2. Process
 - a. Wear proper PPE for the chemical being used, transported or handled.
 - b. Begin transfer or handling process.
 - c. Discontinue process if spills occur.

- d. Disconnect and store handling equipment.
3. Clean-up
 - a. Do not wash spill down the storm drain.
 - b. Clean up spills with proper material using dry methods or other means that will pick the spill up. The dry method includes using sorbent materials, broom and shovel, and vacuum operations. If using water and/or detergents to clean the spilled material, this waste must be vacuumed or effectively picked up by other methods.
 - c. Dispose of contaminated material at appropriate facility. Appropriate facilities include dumpsters and receptacles so long as waste is solid at time of disposal. Liquid waste may be disposed in the sanitary sewer system after the following conditions have been met:
 - i. Dry cleanup methods have been used to remove the bulk of the spill and disposed per the Waste Management SOP.
 - ii. The liquid waste amounts are small and diluted with water. This is intended for spill cleanup waste only and never for the disposal of unused or spent liquids.
4. Documentation
 - a. Document completed cleanup activities in "SMP Inspection Report".
5. Frequency
 - a. Spill response should occur after every spill event.
6. Inspections
 - a. Inspections should occur after every spill response event.
 - b. Use inspections to ensure all SOPs are being followed.

APPENDIX C – SMP RECORDKEEPING DOCUMENTS

**EXAMPLE: SMP INSPECTION, MAINTENANCE AND CORRECTION
REPORT**

| Inspection Frequency | Operation/Program | Action Type Inspection / Maintenance | Date (Inspection/ Maintenance Performed) | Report: (inspection and correction results) |
|----------------------|--|---|---|---|
| M | Parking and Road maintenance | Maintenance | | |
| WS | Parking and Road maintenance | Inspection | | |
| WS | Landscape Maintenance | Maintenance | | |
| X | Landscape Maintenance | Inspection/ Maintenance | | |
| M | Waste Management | Maintenance | | |
| S | Storm water storage and Conveyance systems | Inspection/ Maintenance | | |
| B | Storm water storage and Conveyance systems | Inspection/ Maintenance | | |
| S | Spill Response | Inspection/ Maintenance | | |
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| | | {Duplicate or expand form as necessary to document history} | | |

Key: B=Bi-annually, WS=Weekly Seasonal, M=Monthly, S=following appreciable storm/spill event, X=add frequency unique to your property infrastructure

X Year Annual Conclusion:

SMP INSPECTION, MAINTENANCE AND CORRECTION REPORT

| Inspection Frequency | Operation/Program | Action Type Inspection / Maintenance | Date (Inspection/Maintenance Performed) | Report: (inspection and correction results) |
|----------------------|-------------------|--------------------------------------|---|---|
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Key: B=Bi-annually, WS=Weekly Seasonal, M=Monthly, S=following appreciable storm/spill event, X=add frequency unique to your property infrastructure

_____ Year Annual Conclusion:

Annual SOP Training

| SOP # | SOP | Trainer | Employees Trained / Service Contractors Informed of SOP | Date |
|-------|-----|---------|---|------|
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