ENT 15858:2020 PG 1 of 36
Jeffery Smith
Utah County Recorder
2020 Feb 06 03:23 PM FEE 40.00 BY MA
RECORDED FOR Cottonwood Title Insurance Agency, In
ELECTRONICALLY RECORDED

When recorded, mail to:

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

Affects Parcel No(s):

LONG-TERM STORMWATER MANAGEMENT AGREEMENT

This Long-Term Stormwater Management Agreement ("Agreement") is made and entered into this 5TH day of FEBRUARY, 2020, by and between Lehi City, a Utah municipal corporation ("City"), and BOYER NW QUADRANT, L.C., a UTAH LIMITED LIABILITY COMPANY ("Owner").

RECITALS

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

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

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

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner is required to build 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, a summary description of all Stormwater Facilities, details and all appurtenance draining to and affecting the Stormwater Facilities and establishing the standard operation and routine maintenance procedures for the Stormwater Facilities, and control measures installed on the Property, ("Long-Term Stormwater Management Plan" or "LTSWMP") are more particularly shown in Exhibit "B" on file with the Lehi City Recorder and,

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

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

Section 1

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

Section 2

Maintenance of Stormwater Facilities. The Owner 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 City annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Stormwater Facilities. The annual inspection shall cover all aspects of the Stormwater Facilities, 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 (3) business days to the Owner. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Long-Term Stormwater Management Plan.

Section 5

Notice of Deficiencies. If the City finds that the Stormwater Facilities contain any defects or are not being maintained adequately, the City shall send the 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 records of the Utah 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 the deficiencies as provided in Section 5 and failure to cure, then, upon Owner's failure to cure or correct within thirty (30) days following a second notice delivered to Owner, the City may issue a Citation punishable as a Misdemeanor in addition to any EPA fine. The City may also give written notice that the facility storm drain connection will be disconnected. Any damage resulting from the disconnection is subject to the foregoing cure periods. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Stormwater Facilities, 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 the thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. The Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

Section 9

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

Section 10

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

Section 11

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

Section 12

Indemnification. 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 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 written instrument executed by the City and the Owner of the Property at the time of modification. No modification shall be effective until recorded in the Utah County Recorder's Office.

Section 14

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

Section 15

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

STORMWATER FACILITIES MAINTENANCE AGREEMENT

SO AGREED this 16TH day of DECEMBER 2019.

PROPERTY OWNER

By: _____ Title: MANAGER

By: _____ Title: _____

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

The above instrument was acknowledged before me by Brian Gochnour, this 16th day of December, 2019.

Michelle C Gedde
Notary Public
Residing in: Salt Lake County
My commission expires: September 6, 2023

MICHELLE C. GEDDE
Notary Public State of Utah
My Commission Expires on:
September 6, 2023
Comm. Number: 707775

LEHI CITY

By: _____ Date: 1/16/2020
Mayor

Attest: _____
City Recorder

CORPORATE SEAL OF LEHI CITY
STATE OF UTAH

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

The above instrument was acknowledged before me by Mark Johnson, this 16 day of Jan, 20 20.

Teisha Wilson
Notary Public
Residing in: Lehi
My commission expires: 06-01-21

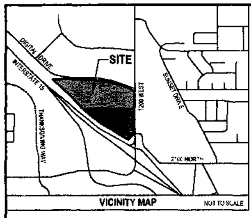
TEISHA M. WILSON
NOTARY PUBLIC • STATE OF UTAH
COMMISSION# 695274
COMM. EXP. 06-01-2021

Attachments:

Exhibit A: Plat and Legal Description, on file with the Lehi City Recorder.

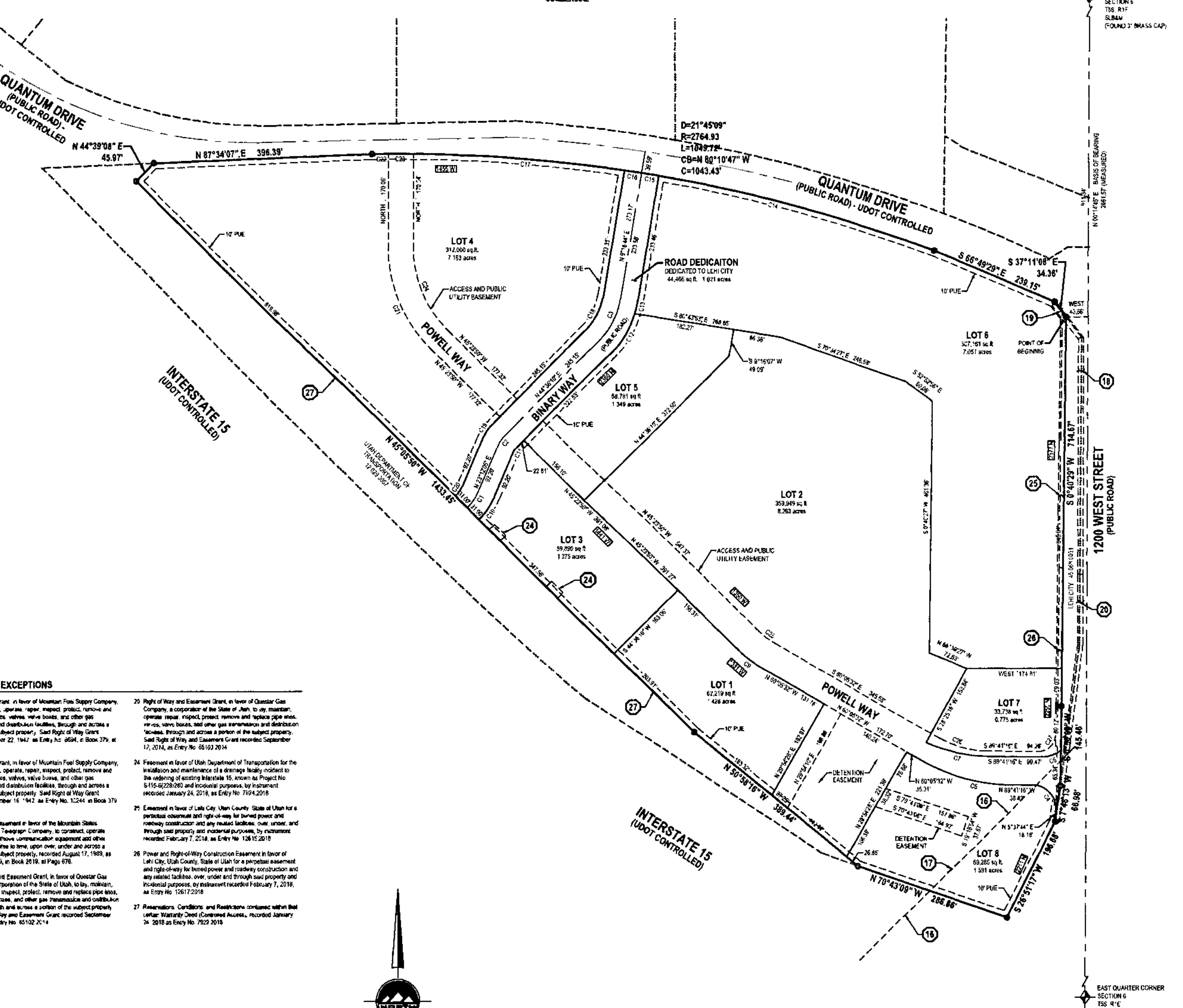
LEHI BLOCK PLAT 'A'

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31,
TOWNSHIP 4 SOUTH, RANGE 1 EAST,
AND THE NORTHEAST QUARTER OF SECTION 6,
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH
COMMERCIAL



LEGEND

- SECTION CORNER
- EXISTING MONUMENT
- SET ENSIGN REBAR AND CAP
- SECTION LINE
- CENTERLINE
- PROPERTY LINE
- EASEMENT LINE
- (XX) EASEMENT EXCEPTION NUMBER
- PUE: PUBLIC UTILITY AND ROADWAY CONSTRUCTION EASEMENT



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	100.00'	37.79'	21°38'58"	N34°01'34"E	37.56'
C2	43.00'	16.06'	21°24'04"	S33°54'07"W	15.97'
C3	150.00'	92.48'	35°19'26"	N26°56'27"E	91.02'
C4	45.00'	74.86'	95°18'59"	N12°01'46"W	66.52'
C5	321.00'	165.81'	29°35'44"	S74°53'24"E	163.97'
C6	45.00'	34.51'	43°53'38"	N68°33'40"E	33.68'
C7	279.00'	118.94	24°25'29"	S77°28'31"E	118.04'
C8	211.50'	54.24'	14°41'41"	S52°44'41"E	54.10'
C10	131.00'	49.53'	21°39'42"	N34°01'56"E	49.23'
C11	12.00'	4.48'	21°24'04"	S33°54'07"W	4.46'
C12	181.00'	88.03'	27°51'56"	N30°40'11"E	87.16'
C13	181.00'	23.56'	7°27'30"	N13°00'28"E	23.54'
C14	2764.93'	525.13'	10°52'56"	N74°44'38"W	524.34'
C15	2764.93'	31.00'	0°38'33"	N80°30'23"W	31.00'
C16	2764.93'	31.00'	0°38'33"	N81°08'56"W	31.00'
C17	2764.93'	462.59'	9°35'10"	N86°15'47"W	462.05'
C18	119.00'	73.37'	35°19'26"	N26°56'27"E	72.21'
C19	74.00'	27.64'	21°24'04"	S33°54'07"W	27.48'
C20	69.00'	26.04'	21°37'34"	N34°00'52"E	25.89'
C21	265.50'	210.36'	45°23'49"	S77°41'54"E	204.90'
C22	2764.93'	29.15'	0°36'14"	S89°14'46"W	29.15'
C23	2764.93'	46.00'	0°57'12"	N89°58'31"W	46.00'
C24	219.50'	173.92	45°23'49"	S22°41'54"E	169.40'
C25	160.50'	41.16'	14°41'41"	S52°44'41"E	41.06'
C26	180.00'	92.98'	29°35'44"	S74°53'24"E	91.95'
C27	30.00'	46.85'	89°28'38"	N45°34'27"E	42.23'

LAND USE TABLE

LOT AREA	= 836,202 SF	19.197 AC	100.00%
TOTAL AREA	= 836,202 SF	19.197 AC	100.00%
TOTAL NUMBER OF LOTS	= 8		

NOTES

1. ALL FRONT LOT CORNERS TO HAVE A RIVET SET ON TOP OF CURB ON THE PROLONGATION OF EACH LOT LINE
2. THIS AREA IS SUBJECT TO THE NORMAL EVERYDAY SOUNDS, ODORS, SIGHTS, FACILITIES AND ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE. RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.
3. OVERALL DEVELOPMENT WILL BE RESPONSIBLE TO DETAIN / RETAIN STORM WATER WITH A MAXIMUM RELEASE RATE OF 0.2 CFS/ACRE. THIS WILL ALLOW THE ROADWAYS TO RELEASE INTO THE PUBLIC RIGHT OF WAY WITHOUT ANY DETENTION OR RESTRICTION. PERMANENT DETENTION / RETENTION FACILITIES (WHICH EVER IS APPLICABLE)TO BE OWNED AND MAINTAINED BY THE OWNERS OF THIS PROPERTY AND SHALL NOT BE ALTERED WITHOUT PERMISSION OF THE LEHI CITY ENGINEER AND LEHI CITY COUNCIL.
4. LOTS WITHIN THIS SUBDIVISION SHALL BE REQUIRED TO PROVIDE RECIPROCAL CROSS VEHICULAR AND UTILITY ACCESS TO ADJOINING LOTS WITHIN THIS SUBDIVISION
5. FRONTAGE IMPROVEMENTS WILL BE DONE WITH THE DEVELOPMENT OF EACH INDIVIDUAL LOT

EASEMENT EXCEPTIONS

16. Right of Way Grant, in favor of Mountain Fuel Supply Company, to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes, and other gas transmission and distribution facilities, through and across a portion of the subject property. Said Right of Way Grant recorded October 22, 1942 as Entry No. 8694, in Book 379, at Page 103.
17. Right of Way Grant, in favor of Mountain Fuel Supply Company, to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes, and other gas transmission and distribution facilities, through and across a portion of the subject property. Said Right of Way Grant recorded December 16, 1942 as Entry No. 10244 in Book 379 at Page 615.
18. Right of Way Easement in favor of the Mountain States Telephone and Telegraph Company, to construct, operate maintain and remove communication equipment and other facilities, from time to time, upon over, under and across a portion of the subject property, recorded August 17, 1989, as Entry No. 23633, in Book 2619, at Page 678.
19. Right of Way and Easement Grant, in favor of Questar Gas Company, a corporation of the State of Utah, to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes, and other gas transmission and distribution facilities, through and across a portion of the subject property. Said Right of Way and Easement Grant recorded September 12, 2014, as Entry No. 65102:2014
20. Right of Way and Easement Grant, in favor of Questar Gas Company, a corporation of the State of Utah, to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes, and other gas transmission and distribution facilities, through and across a portion of the subject property. Said Right of Way and Easement Grant recorded September 17, 2014, as Entry No. 65103:2014
24. Easement in favor of Utah Department of Transportation for the installation and maintenance of a drainage facility incident to the widening of existing Interstate 15, known as Project No S-I15-6(228)280 and incidental purposes, by instrument recorded January 24, 2018, as Entry No. 7924:2018
25. Easement in favor of Lehi City, Utah County, State of Utah for a perpetual easement and right-of-way for buried power and roadway construction and any related facilities, over, under, and through said property and incidental purposes, by instrument recorded February 7, 2018, as Entry No. 12615:2018
26. Power and Right-of-Way Construction Easement in favor of Lehi City, Utah County, State of Utah for a perpetual easement and right-of-way for buried power and roadway construction and any related facilities, over, under and through said property and incidental purposes, by instrument recorded February 7, 2018, as Entry No. 12617:2018
27. Reservations, Conditions and Restrictions contained within that certain Warranty Deed (Controlled Access), recorded January 24, 2018 as Entry No. 7922:2018

Dominion Energy Utah - Note
Questar Gas Company dba Dominion Energy Utah, approves this plat for the purpose of approximating the location, boundaries, course and dimensions of the Rights-of-Way and Easement Grants and existing underground facilities. Nothing herein shall be constructed to warrant or verify the precise location of such items. The Rights-of-Way and easements are subject to numerous restrictions appearing on the recorded right of-way and easement grant(s). Dominion Energy Utah also approves this plat for the purpose of confirming that the plat contains public utility easements, however, Dominion Energy Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set in the Owners Dedication or the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information please contact Dominion Energy Utah's Right-of-Way Department at 801-366-8532

ENSIGN
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT. 84070
Phone: 801.255.0529
Fax: 801.255.4449
www.ensigneng.com
LAYTON / TOOELE / CEDAR CITY / RICHFIELD / COLORADO SPRINGS

SHEET 1 OF 1
PROJECT NUMBER: 7945B
MANAGER: JKF
DRAWN BY: KFW
CHECKED BY: PMH
DATE: 12/31/19

LEHI ENGINEER APPROVAL
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE
DATE ________ CITY ENGINEER ________

PLANNING COMMISSION APPROVAL
APPROVED THIS ____ DAY OF ________ A.D. ____ BY THE LEHI CITY PLANNING COMMISSION.
CHAIRMAN, PLANNING COMMISSION ________

SURVEYOR'S CERTIFICATE

I, PATRICK M. HARRIS do hereby certify that I am a Licensed Land Surveyor, and that I hold Certificate No. 286882 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as LEHI BLOCK PLAT 'A' and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land situate in the Northeast Quarter of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Westerly Right-of-Way of 1200 West Street, said point being South 00°14'45" West 911.34 feet and West 40.66 feet from the Northeast Corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and thence

thence South 00°40'29" West 714.67 feet along said Westerly Right-of-Way
thence South 00°50'09" West 145.46 feet along said Westerly Right-of-Way,
thence South 07°46'13" West 66.98 feet along said Westerly Right-of-Way,
thence South 26°51'17" West 196.88 feet along said Right-of-Way to a point on the Northeasterly UDOT Right-of-Way of Interstate 15,
thence North 70°43'09" West 286.86 feet along said Northeasterly Right-of-Way,
thence North 50°56'16" West 389.44 feet along said Northeasterly Right-of-Way,
thence North 45°05'50" West 1433.45 feet along said Northeasterly Right-of-Way
thence North 44°39'08" East 45.97 feet along said Northerly Right-of-Way to the Southerly Right-of-Way Line of the UDOT Frontage Road
thence North 87°34'07" East 396.39 feet along said Southerly Right-of-Way
thence Southeasterly 1049.72 feet along the arc of a 2,764.93 foot radius curve to the right (center bears South 01°01'41" East and the chord bears South 80°10'47" East 1043.43 feet with a central angle of 21°45'09") along said Southerly Right-of-Way
thence South 66°49'29" East 239.15 feet along said Southerly Right-of-Way,
thence South 37°11'08" East 34.36 feet along said Southerly Right-of-Way to the point of beginning

Contains 1,307,491 Square Feet or 30.016 Acres

DATE ________ PATRICK M. HARRIS
LICENSE NO. 286882

OWNER'S DEDICATION

Known all men by these presents that I / we, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

LEHI BLOCK PLAT 'A'

do hereby dedicate the streets, easements and other public areas as indicated hereon for the perpetual use of the public.
In witness whereof I / we have hereunto set our hand (s) this ____ day of ________ A.D., 20____

By ________
Its

By ________
Its

CORPORATE ACKNOWLEDGMENT

STATE OF ________ } SS
COUNTY OF ________

ON THE ____ DAY OF ________ A.D. 20____ ________ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF ________ IN SAID STATE OF ________ WHO BEING DULY SWORN, DID SAY TO ME THAT ____ IS THE ________ OF ________ AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS ORGANIZATIONAL DOCUMENTS, AND SAID ________ DULY ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES

NOTARY PUBLIC
RESIDING IN ________ COUNTY

LIMITED COMPANY ACKNOWLEDGMENT

STATE OF ________ } SS
COUNTY OF ________

ON THE ____ DAY OF ________ A.D. 20____ ________ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF ________ IN SAID STATE OF ________ WHO BEING DULY SWORN, DID SAY TO ME THAT ____ IS THE ________ OF ________, A LIMITED COMPANY AND IS AUTHORIZED TO EXECUTED THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT HE EXECUTED IT IN SUCH CAPACITY

MY COMMISSION EXPIRES ________
PRINTED NAME ________
NO. ________
A NOTARY PUBLIC COMMISSION IN

NOTARY PUBLIC
RESIDING IN ________ COUNTY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF LEHI, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS HEREON AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC

THIS ____ DAY OF ________, A.D. 20____

MAYOR ________
ATTEST ________ CLERK/RECORDER
(SEE SEAL BELOW)

LEHI BLOCK PLAT 'A'

LOCATED IN THE NORTHEAST QUARTER OF SECTION 6,
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER'S SEAL	CLERK-RECORDER SEAL
PROFESSIONAL LAND SURVEYOR No. 286882 PATRICK M. HARRIS STATE OF UTAH			

EXHIBIT A
PROPERTY DESCRIPTION

Proposed LEHI BLOCK PLAT "A" SUBDIVISION, being more particularly described as follows:

A parcel of land situate in the Northeast quarter of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Westerly right-of-way of 1200 West Street, said point being South 00°14'45" West 911.34 feet and West 40.66 feet from the Northeast corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and measures; thence South 00°40'29" West 714.67 feet along said Westerly right-of-way; thence South 00°50'09" West 145.46 feet along said Westerly right-of-way; thence South 07°48'13" West 66.98 feet along said Westerly right-of-way; thence South 26°51'17" West 196.68 feet along said right-of-way to a point on the Northeasterly UDOT right-of-way of Interstate 15; thence North 70°43'09" West 286.86 feet along said Northeasterly right-of-way; thence North 50°58'16" West 389.44 feet along said Northeasterly right-of-way; thence North 45°05'50" West 1433.45 feet along said Northeasterly right-of-way; thence North 44°39'08" East 45.97 feet along said Northerly right-of-way to the Southerly right-of-way line of the UDOT Frontage Road; thence North 87°34'07" East 396.39 feet along said Southerly right-of-way; thence Southeasterly 1049.72 feet along the arc of a 2,764.93 foot radius curve to the right (center bears South 01°03'30" East and the chord bears South 80°10'47" East 1043.43 feet with a central angle of 21°45'09") along said Southerly right-of-way; thence South 66°49'29" East 239.15 feet along said Southerly right-of-way; thence South 37°11'08" East 34.36 feet along said Southerly right-of-way to the point of beginning.

Tax Id No.: 12-029-0005, 12-029-0006, 12-029-0060 and 12-029-0075

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

EXHIBIT B

Stormwater Maintenance Plan

for:

Lehi Block
Phase 1
Lehi, Utah

CONTENTS

SECTION 1: PURPOSE AND RESPONSIBILTY

As required by the Clean Water Act and resultant local regulations, including Lehi City's Municipal Separate Storm Sewer Systems (MS4) Permit, those who develop land are required to build and maintain systems to minimize contaminates in runoff and litter that pollute waters of the State.

This Stormwater Maintenace Plan (SMP) is necessary to prevent contaminated stormwater and non-stormwater, from draining into the City's storm drain system, which is connected to the Jordan River. 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

Pollutant Sources	Sediment	Nutrients	Heavy Metals	pH (acids and bases)	Pesticides & Herbicides	Oil & Grease	Bacteria & Viruses	Trash, Debris, Solids	Other Pollutants	Notes
Parking and Pavement Areas	√	√	√	√	√	√	√	√		
Landscaping Maintenance	√	√			√		√	√		
Waste Management		√	√	√			√	√		
Storm Water Conveyance Systems	√	√	√	√	√	√	√	√		
Storm Water Detention Systems	√	√	√			√		√	√	
Spill Response			√			√		√	√	

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.

Private Parking and Road Maintenance

The site has a significant amount of impervious surface, primarily concrete pavement and concrete walkways. Any sediment, debris, fluids or other waste left or that collect on it will be carried by runoff to the storm drain inlets. This waste material will settle in our storm drain system increasing maintenance cost and any material dissolving in the runoff will pass through our system. Maintenance involves regular sweeping, but it can also involve pavement washing to remove stains, slick spots and appearance when necessary. The Sweeping and the Pavement Washing SOPs are used to manage the pollutants associated with pavements and are included in Appendix B.

Landscape Maintenance

This property's landscape areas will require regular maintenance by the property owner or manager. This will involve mowing, pruning, hand digging leaving grass clippings, sticks, branches, dirt, mulch, including fertilizers, pesticides and other pollutants that can fall or be left on our paved areas. It is vital that the paved areas with direct connection to the city storm drain systems remain clear and clean of landscape pollutants. The Landscape Maintenance SOP is written to control and manage this potential problem and is included in Appendix B.

Storm Drain System

Stormwater inlets are located along the curb and gutter throughout the site. The site is graded to direct runoff into these detention ponds as well as the curb and gutter throughout the site. Stormwater inlets redirect runoff to an underground pipe system which eventually connects to an underground detention system located in the southeast corner of the site. The stormwater system also directs runoff through oil/water separators. The stormwater system is susceptible to bypass and scour during large storm event flows and pollutants. The maintenance and cleaning of the detention ponds, the oil/water separators and the overall stormwater system is the responsibility of the property owner or manager. The Storm Drain Maintenance SOP is written to control and manage this system and is included in Appendix B.

Trash Control

The 6-yard dumpsters, and trash receptacles with lids are intended to prevent precipitation exposure minimizing liquids that can leak to pavements and from haul trucks also minimizing the light weight trash exposed to wind. The fences have an additional benefit of trapping loose trash allowing us to pick it up before it will be carried off. Good waste management systems, if managed improperly, can end up as the source of the very

pollution that they were intended to control. The Waste Management SOP is written to control and manage our waste and is included in Appendix B.

Snow Removal and Deicing Operations

Salt is a necessary pollutant and is vital to ensuring a safe pedestrian walking areas. However, the snow removal operations should be properly managed to minimize unnecessary salt impact and is included in Appendix B.

SECTION 4: TRAINING

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

SECTION 5: RECORDKEEPING

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

SECTION 5: APPENDICES

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

APPENDIX A – SITE DRAWINGS AND DETAILS

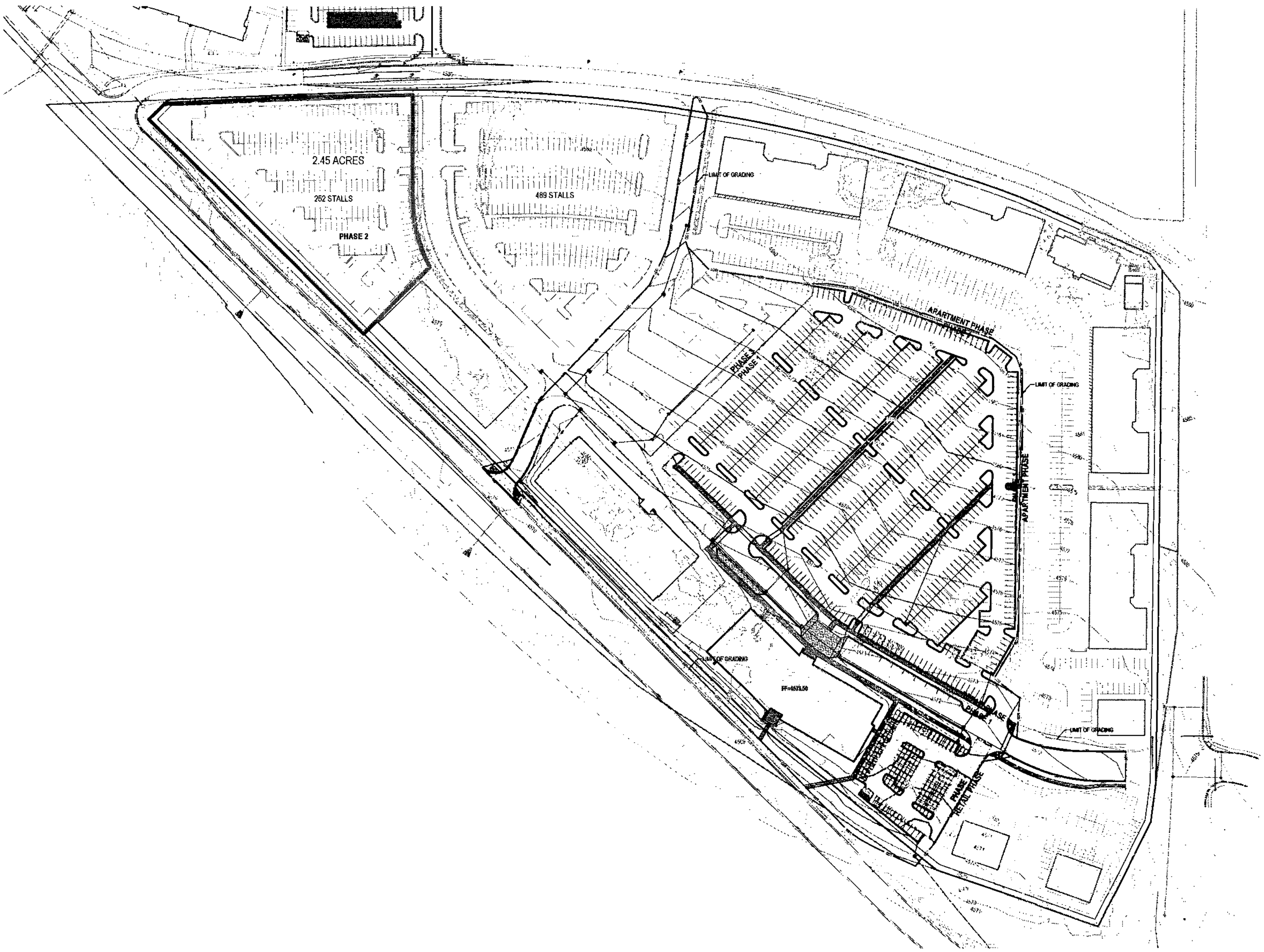
CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

Know what's below. Call before you dig.

BENCHMARK

NORTHEAST QUARTER CORNER OF
SECTION 8,
TOWNSHIP 5 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN

ELEV = 4816.68



SITE EARTHWORKS	
CUT	10,588 CU. YD
FILL	15,857 CU. YD
NET (FILL)	5,269 CU. YD

NOTE: EARTHWORKS NUMBERS ARE CALCULATED BASED ON THE DIFFERENCE BETWEEN THE FINISHED SURFACE AND THE EXISTING SURFACE

NOTE: PERMANENT DETENTION (WHICHEVER IS APPLICABLE) FACILITY TO BE OWNED AND MAINTAINED BY THE OWNERS OF THIS PROPERTY NOT TO BE ALTERED OR REMOVED WITHOUT APPROVAL FROM THE LEHI CITY COUNCIL AND LEHI CITY ENGINEER.

NORTH

HORIZONTAL GRAPHIC SCALE

(IN FEET)
HORZ: 1 inch = 80 ft.

ENSIGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
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FOR:
THE BOYER COMPANY
101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111
CONTACT:
RYAN SIMMONS
PHONE: 801-592-2495

LEHI BLOCK
PHASE 1

LEHI, UTAH

OVERALL GRADING AND DRAINAGE PLAN

PROJECT NUMBER: 7945B
PRINT DATE: 10/2/19
DRAWN BY: B. ABEL
CHECKED BY: J. FORD
PROJECT MANAGER: J. FORD

C-300

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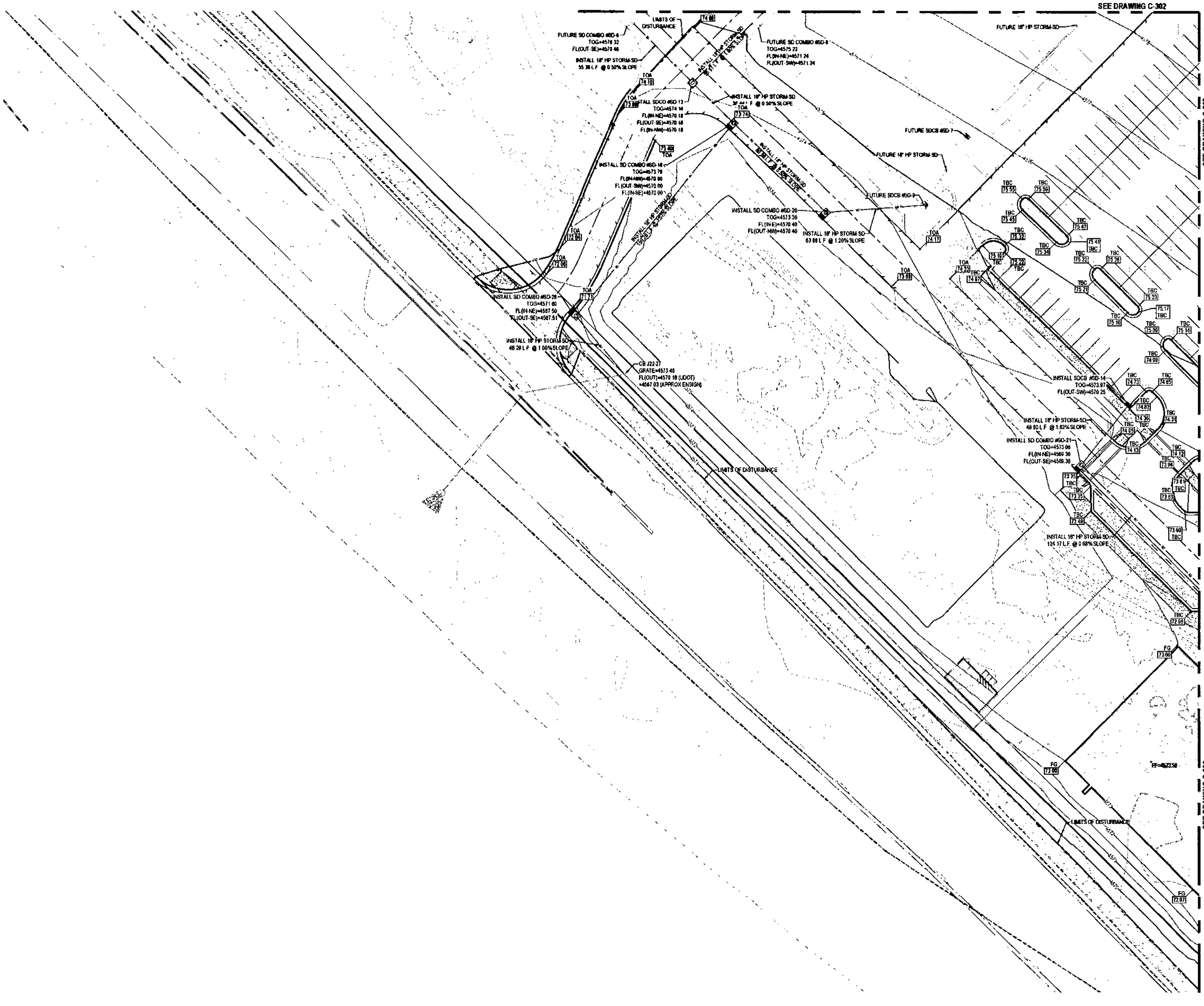
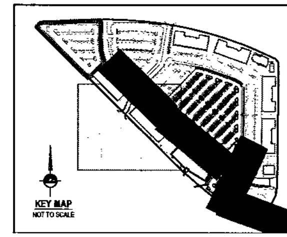
BENCHMARK

NORTHEAST QUARTER CORNER OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN

ELEV = 4616 59





GENERAL NOTES

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2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS
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4. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS
5. ELEVATIONS HAVE BEEN TRUNCATED FOR CLARITY XX.XX REPRESENTS AN ELEVATION OF 46XX.XX ON THESE PLANS.
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14. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
15. ALL STORM DRAIN INTERIOR TO THE SITE IS PRIVATE.

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS.

(1) DETENTION BASIN
440 STORMTECH MC-3500 CHAMBERS

VOLUME REQUIRED	=80,361 C.F
VOLUME PROVIDED	=80,416 C.F
100 YEAR ELEVATION	=4568 36
BOTTOM OF CHAMBERS	=4563 81
BOTTOM OF GRAVEL	=4562 86
TOP OF CHAMBERS	=4567 36
TOP OF GRAVEL	=4568 36

(2) ORIFICE PLATE PER DETAIL 6/C-500 INSTALLED ON EAST SIDE OF STORM DRAIN BOX. THE ORIFICE SIZE WILL BE 8.53"Ø.

(3) NOTE: PERMANENT DETENTION (WHICHEVER IS APPLICABLE) FACILITY TO BE OWNED AND MAINTAINED BY THE OWNERS OF THIS PROPERTY NOT TO BE ALTERED OR REMOVED WITHOUT APPROVAL FROM THE LEHI CITY COUNCIL AND LEHI CITY ENGINEER.

(4) 4" RADIUS TRENCH DRAIN BY DURA TRENCH OR APPROVED EQUAL. CONNECT TO STORM DRAIN BOX WITH 6" SDR-35 PVC PIPE

NORTH

HORIZONTAL GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
HORZ. 1 inch = 30 ft.

ENSIGN
THE STANDARD IN ENGINEERING

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FOR
THE BOYER COMPANY
101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111
CONTACT
RYAN SIMMONS
PHONE: 801-592-2495

LEHI BLOCK PHASE 1

LEHI, UTAH

NO.	DATE	REVISION	BY
1			
2			
3			
4			
5			
6			

GRADING AND DRAINAGE PLAN

PROJECT NUMBER 7045B
PRINT DATE 10/29/19
DRAWN BY B. ABEL
CHECKED BY J. FORD
PROJECT MANAGER J. FORD

C-301

811 Know what's below. Call before you dig.
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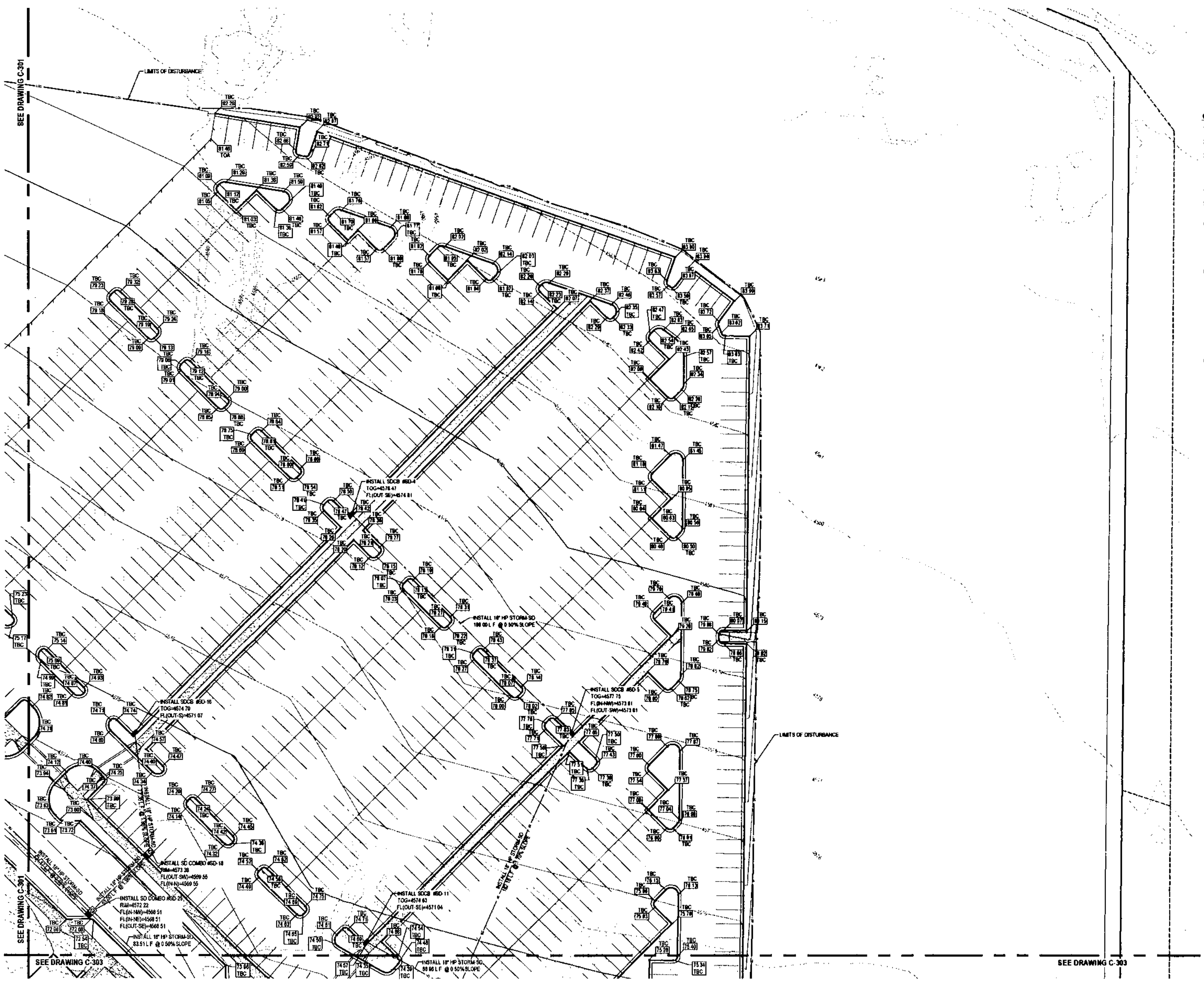
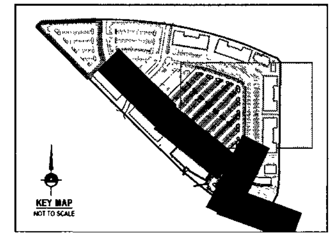
BENCHMARK
NORTHEAST QUARTER CORNER OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN
ELEV = 4616.59





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PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS.

(1) DETENTION BASIN:
440 STORMTECH MC-3500 CHAMBERS

VOLUME REQUIRED	=80.361 C.F.
VOLUME PROVIDED	=80.416 C.F.
100 YEAR ELEVATION	=4568.36
BOTTOM OF CHAMBERS	=4563.61
BOTTOM OF GRAVEL	=4562.86
TOP OF CHAMBERS	=4567.36
TOP OF GRAVEL	=4568.36

(2) ORIFICE PLATE PER DETAIL 6/C-500 INSTALLED ON EAST SIDE OF STORM DRAIN BOX. THE ORIFICE SIZE WILL BE 8.53"Ø

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(4) 4" RADIUS TRENCH DRAIN BY DURA TRENCH OR APPROVED EQUAL. CONNECT TO STORM DRAIN BOX WITH 8" SDR-35 PVC PIPE.

NORTH

HORIZONTAL GRAPHIC SCALE
30 0 15 30 60
(IN FEET)
HORZ 1 inch = 30 ft.

ENSIGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
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Sandy, UT 84070
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LAYTON
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TOOELE
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RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
THE BOYER COMPANY
101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111
CONTACT:
RYAN SIMMONS
PHONE: 801-582-2405

LEHI BLOCK PHASE 1

LEHI, UTAH

GRADING AND DRAINAGE PLAN

PROJECT NUMBER: 7965B
PRINT DATE: 10/29/19
DRAWN BY: B. ABEL
CHECKED BY: J. FORD
PROJECT MANAGER: J. FORD

C-302

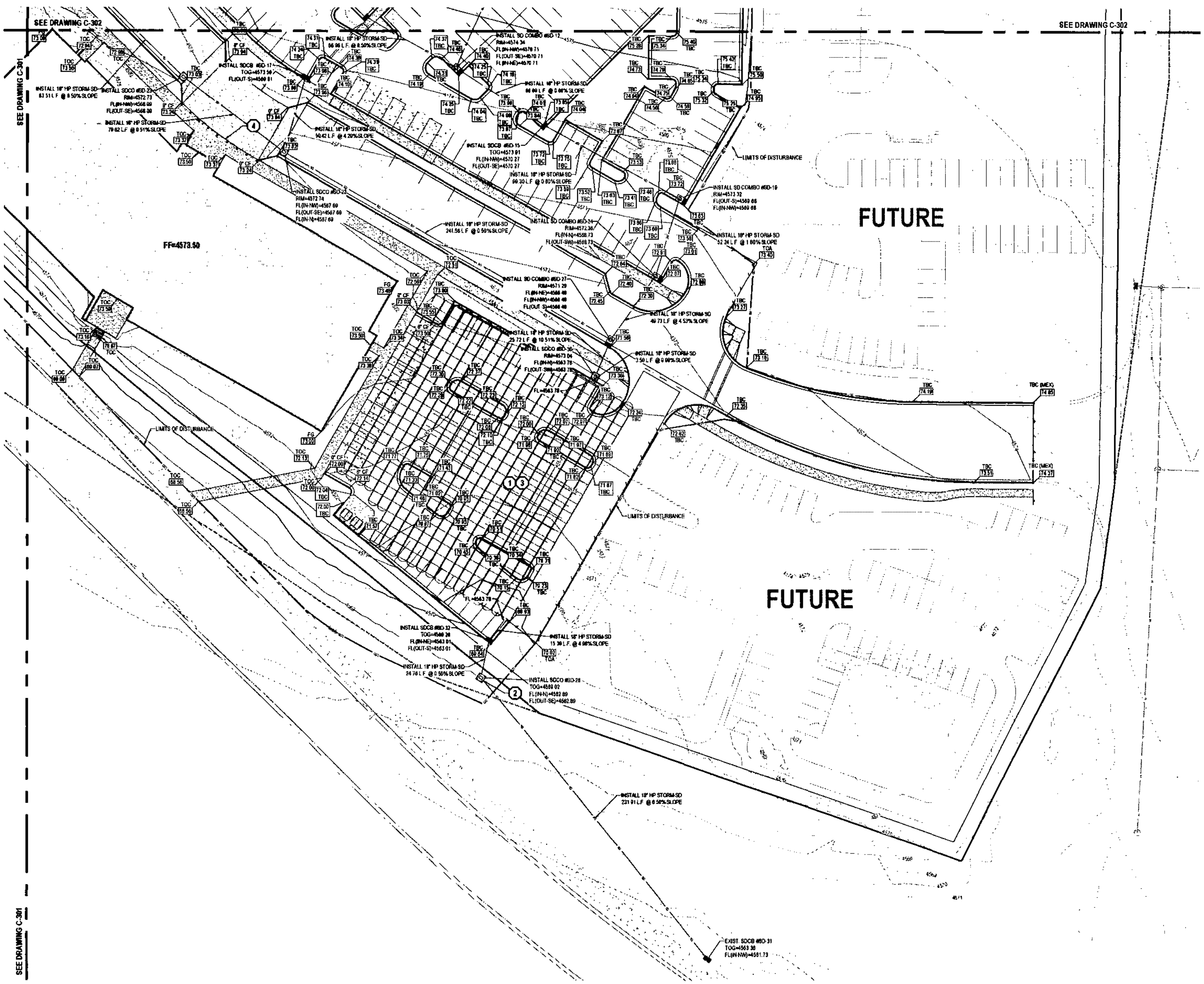
CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

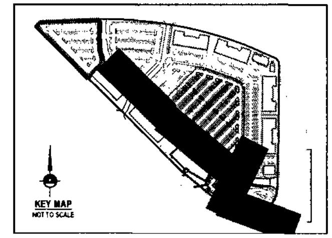
Know what's below. Call before you dig.

BENCHMARK

NORTHEAST QUARTER CORNER OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN

ELEV = 4816.59





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(1) DETENTION BASIN
440 STORMTECH MC-3500 CHAMBERS

VOLUME REQUIRED	=[illegible] C.F
VOLUME PROVIDED	=[illegible],416 C.F
100 YEAR ELEVATION	=45[illegible] 36
BOTTOM OF CHAMBERS	=4563.61
BOTTOM OF GRAVEL	=4562.[illegible]
TOP OF CHAMBERS	=4567.36
TOP OF GRAVEL	=45[illegible]

(2) ORIFICE PLATE PER DETAIL MC-500 INSTALLED ON EAST SIDE OF STORM DRAIN BOX. THE ORIFICE SIZE WILL BE [illegible]

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NORTH

HORIZONTAL GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
HORZ. 1 inch = 30 ft.

ENSIGN
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FOR
THE BOYER COMPANY
101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111
CONTACT
RYAN SIMMONS
PHONE: 801-[illegible]

LEHI BLOCK PHASE 1

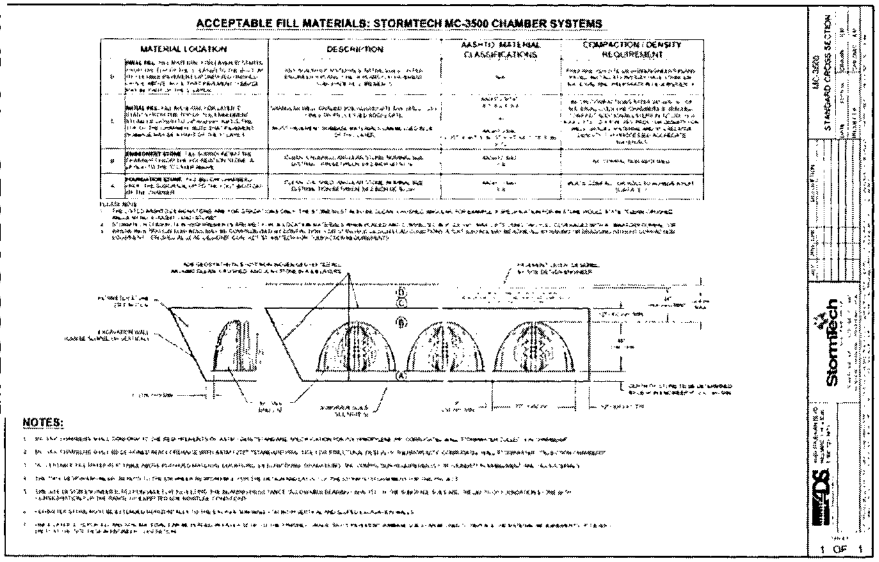
LEHI, UTAH

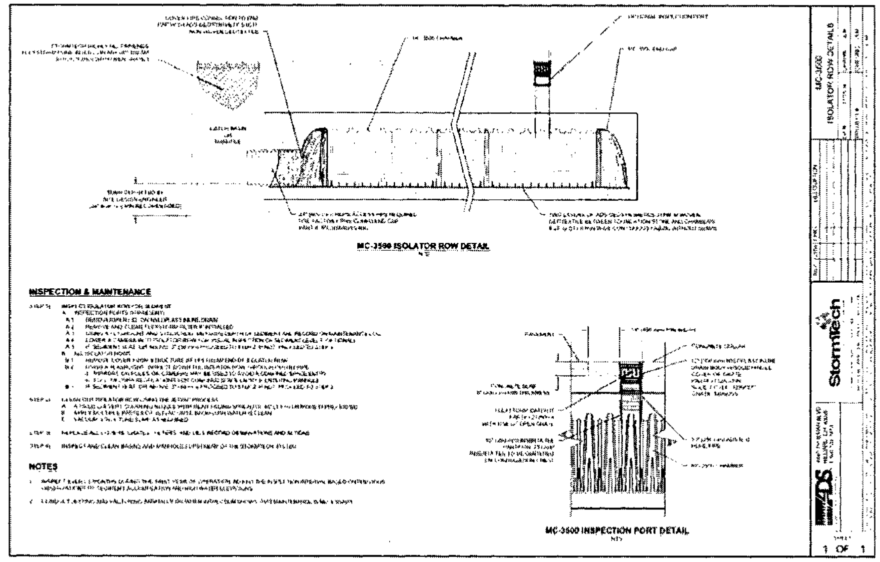
NO.	DATE	REVISION	BY
1			
2			
3			
4			
5			
6			

GRADING AND DRAINAGE PLAN

PROJECT NUMBER: [illegible]
PRINT DATE: 10/[illegible]/19
DRAWN BY: B. ABEL
CHECKED BY: J. FORD
PROJECT MANAGER: J. FORD

C-303

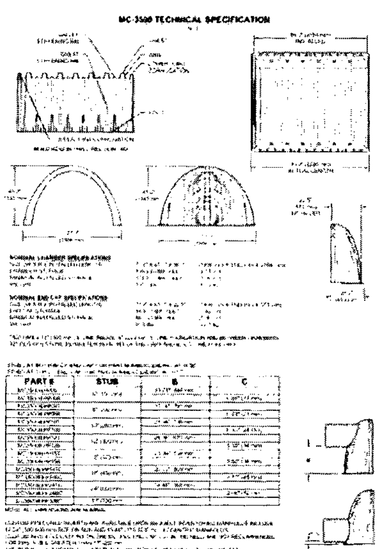




ATTENTION CONTRACTORS

ALL MUD AND OR DEBRIS TRACKED ONTO ANY STREET SHALL BE THE RESPONSIBILITY OF THAT PERSON AS PER LEHI CITY DRAINAGE ORDINANCE 13.4

FINES ARE A CLASS C MISDEMEANOR AND THE PROJECT WILL BE SHUT DOWN UNTIL RESOLVED



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PROJECT NUMBER: 7468 | PRINT DATE: 10/2/18
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PROJECT MANAGER: J. FORD

C-604

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 property owner or manager 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. Property owner or manager needs to ensure that contracted personnel are trained 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 on a seasonal weekly basis when maintenance is occurring.
    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 trash can 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 Salt Lake County Landfill.
2. Process
    a. Property owner or manager should perform regular inspections of dumpster for leaks, and have repairs made immediately by responsible party.
    b. Do not overfill container so that the lid will not close.
    c. 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 overfilling. 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. property owner or manager should ensure all waste is disposed of in trash cans 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 overfilling container and lid is closed.
   d. Use inspections to ensure all SOPs are being followed.

STORM WATER 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 storm water systems cannot be used for disposing of materials.
   b. Do visual inspection on outside of grate.
   c. Check for broken parts of the system that may need to be replaced.
   d. 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.

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 contracted by property owner or manager are to 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 property owner or manager)
    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

MAINTENANCE SCHEDULE

Inspection Frequency	Site Infrastructure
Q	Parking and Road Maintenance
WS	Landscaping Maintenance
M	Waste Management
B, S	Stormwater Conveyance Systems
S	Spill Response

Inspection Frequency Key: A=annual, B=Bi-annually, Q=Quarterly, W=Weekly, WS=Weekly Seasonal, M=Monthly, S=following appreciable storm/spill event

RECORD INSPECTION ISN THE MAINTENANCE LOG

Inspection Means: Either; Traditional walk through, Awareness/Observation, and during regular maintenance operations while noting efficiencies/inefficiencies/concerns found, etc.

MAINTENANCE LOG

Date	Maintenance Performed/Spill Events. Perform Maintenance per SOPs	Observation Notes, including but limited to; Inspection results, Observations, System Performance, (effectiveness/inefficiencies), SOP Usefulness, Concerns, Necessary Changes...	Initials

Annual Summary of LSWMP effectiveness, inefficiencies, problems, necessary changes, etc.

SMP INSPECTION, MAINTENANCE AND CORRECTION REPORT

Operation/Program	Action Type Inspection / Maintenance	Date (Inspection/ Maintenance Performed)	Report: (inspection and correction results)

Annual SOP Training

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

SPILL REPORT FORM

Date of Spill _____ Time _____ Duration _____

Chemical name or identity of any substance involved in the spill:

Is it a hazardous substance? Yes No Comment:

Estimate amount spilled:

Parties involved:

Was spill reported to supervisor? Yes No Comments:

Explanation of spill:

Cleaning and disposal methods used:

Any discharge to storm drain? Yes No Comments:

Any known or anticipated acute or chronic health risks for exposed individuals?

List health precautions taken?

Was spill reported to the State? Yes No Comments: