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Book - 10736 P9 - 1784-1826
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
FIG COLONY FARMS
ATTN: BRIAN SCHNELL
295 W CENTER ST #200
PROVO UT 84601
BY: DKP, DEPUTY - WI 43 P.

When recorded, mail to:

Salt Lake County Stormwater Construction Supervisor 2001 South State Street N3-600 Salt Lake City, Utah 84190-4050

"To be transferred from mother parcels to new subdivision lots and any/all common space lots."

Affects Parcel No(s): 14-21-451-035

STORMWATER MAINTENANCE AGREEMENT

This Stormwater Maintenance	e Agreement (th	his "Agreeme	nt") is made	and ente	ered into this 29 ⁺¹⁴
day of November	, 2018, by	and between	en		Metro
Township, a municipal	corporation of	the State	of Utah	(the	"Metro"); and
FIG COLONY FARMS L	<u> </u>	(the "Ow	ner'').		

RECITALS

WHEREAS, the Metro is authorized and required to regulate and control the disposition of storm and surface waters within the Metro, as set forth in the Metro 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 (the "Act"); and

WHEREAS, by contract, Salt Lake County ("County") is Metro's agent to provide all regulatory and management controls for the disposition or storm and surface waters, including the power to enforce the Metro's Ordinance; 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 (the "Property"), which property is subject to regulation by Metro as laid out above; 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 facilitate these anticipated changes, the Owner desires to build and maintain, at Owner's expense, storm and surface water management facilities, including structures, improvements, and/or vegetation to control the quantity and quality of the storm water (the "Stormwater Facilities"); and

WHEREAS, the Stormwater Facilities are shown in the final site plan or subdivision approved for the Property, in any related engineering drawings, and in any amendments thereto, which plans and drawings are on file in the office of the Metro's agent's Planning and Development Services Division, and are hereby incorporated herein by this reference (the "Development Plan"); and

WHEREAS, a detailed description of the Stormwater Facilities, which includes the operation and routine maintenance procedures required to enable the Stormwater Facilities to perform their designed functions (the "Stormwater Management Plan"), is attached hereto as Exhibit "B" and is incorporated herein by this reference; and

WHEREAS, as a condition of the Development Plan approval, and as required by the Jordan Valley Municipalities Permit No. UTS000001 ("UPDES 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 Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the Metro's approval of the Stormwater Maintenance Plan through its agent, County, 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 strict accordance with the Development Plan, specifications, and any amendments thereto which have been approved by the Metro or its agent.

SECTION 2

Maintenance of Stormwater Facilities. The Owner shall, at its sole cost and expense, operate and maintain the Stormwater Facilities in strict accordance with the Stormwater Maintenance Plan.

Owner's maintenance obligations shall be limited to structures, systems, and appurtenances on Owner's land, including all system and appurtenance built to convey stormwater, as well as all structures, improvements, and vegetation provided solely to control the quantity and quality of the stormwater. 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. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to Metro's agent 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 July 31, of each year and shall be in a form acceptable to the Metro's agent.

SECTION 4

Oversight Inspection Authority. The Owner hereby grants permission to the Metro, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice to the Owner. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the Metro or its agent. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are adequately maintained, are continuing to perform in an adequate manner, and are in compliance with all applicable laws, regulations, rules, and ordinances, as well as the Stormwater Maintenance Plan.

SECTION 5

Notice of Deficiencies. If the Metro or its agent finds the Stormwater Facilities contain any defects or are not being maintained adequately, the Metro or its agent shall send the Owner written notice of the defects or deficiencies and provide the Owner with reasonable time to cure such defects or deficiencies, as provided in Metro Ordinances Section 17.22. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the Property address.

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 Metro or its agent within the required cure period to ensure the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.

SECTION 7

Corrective Action. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the Metro and its agent, the Metro or its agent may proceed with any enforcement mechanism provided in Metro Ordinance Section 17.22. The Metro or its agent may also give written notice that the Stormwater Facilities will be disconnected from the Metro's municipal separate storm sewer system. Any damage resulting from the disconnected system will be the Owner's responsibility. It is expressly understood and agreed that neither the Metro nor its agent are under any obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the Metro or its agent. The actions described in this Section are in addition to and

not in lieu of the legal remedies available to the Metro 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 Metro or its agent, 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 Metro's municipal separate storm sewer system, the Owner shall reimburse the Metro or its agent upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the Metro or it agent. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorney's fees and court costs, incurred by the Metro or its agent in collection of delinquent payments. The Owner hereby authorizes the Metro or its agent to assess any of the above-described costs, if remained unpaid, by recording a lien against the Property.

SECTION 9

Successors and Assigns. This Agreement shall be recorded in the office of the County Recorder 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 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. Suits for any claims or for any 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 Metro or its agent. The Owner hereby agrees to indemnify and hold the Metro and its officers, employees, agents and representatives from and against all actions, claims, lawsuits, proceedings, liability, damages, losses, and expenses (including attorneys' fees and court costs) that 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, and the Owner's officers, employees, agents, and representatives.

SECTION 13

Amendments. This Agreement shall not be modified except by written instrument executed by the Metro and the owner of the Property at the time of modification, and no modification shall be effective until recorded in the office of the County Recorder.

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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have signed and subscribed their names hereon and have caused this Agreement to be duly executed as of the day and year first set forth above.

	OWNER FIG (olony FARAS LIC
	By: DE DEST
	By: Title:
STATE OF UTAH) Utah : ss. COUNTY OF SALT LAKE)	
The above instrument was acknowledged betthis 29 day of November, 20	<u> </u>
[SEAL] KAREN WEEKS NOTARY PUBLIC • STATE OF UTA My Commission Expires August 1, 20 COMMISSION NUMBER 684011	
METRO'S SIGNATURE	METRO
(INCLUDE ONLY IF NECESSARY)	By: Metro Councii Conc

ATTACHMENTS:

Exhibit A (Plat and Legal Description)
Exhibit B (Stormwater Management Plan)
Exhibit C (8.5" x 11" Grading and Drainage plan)

EXHIBIT A

All parcels of Colony Farms Subdivision Township 1 South, Range 2 West.

EXHIBIT A

Description of the Property

A tract of land conveyed to Fieldstone Utah Investors, LLC, described in that Special Warranty Deed recorded as Entry#12740339 in Book 10658 at Page 6082-6084 in the Office of the Salt Lake County Recorder, also a tract of land conveyed to Entheos Academy, described in that Special Warranty Deed recorded as Entry#11708461 in Book 10170 at Page 5208-5213 in the Office of the Salt Lake County Recorder, located in the South Half of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, located in Magna, Utah, more particularly described as follows:

Beginning at a the Northwest corner of 7600 West Street per the North Meadows Phase 2 Subdivision Plat as recorded in the Office of the Salt Lake County Recorder as Entry#10526016 in Book 2008 at Page 244, said point being North 0°05'07" East 481.23 feet and South 89°52'17" West 16.67 feet from the South ¼ Corner of Section 21, T1S, R2W, S.L.B.& M. (Basis of Bearing: S89°54'03"W along the Section line between the South ¼ Corner and the Southwest Corner of Section 21) and running;

thence South 0°03'08" West 36.24 feet along said West right-of-way line to a point of curvature with a non-tangent curve, said point being on the east line of that certain property as described in the Special Warranty Deed as Entry#12740339 in Book 10658 at Page 6082;

thence along the said east line the following four (4) courses: 23.45 feet along the arc of a 15.00 foot radius curve to the left through a central angle of 89°34'53" (Long Chord Bears North 44°42'19" West 21.14 feet), North 0°08'06" East 50.00 feet to a point of curvature with a nontangent curve, 23.54 feet along the arc of a 15.00 foot radius curve to the left through a central angle of 89°54'58" (Long Chord Bears North 45°02'31" East 21.20 feet), North 0°04'58" East 382.41 feet to the south line of the Kennecott Copper Corporation Property;

thence along the Kennecott Copper Corporation Property the following 9 Courses:

thence South 86°53'10" East 726.94 feet to a point of curvature;

thence 73.66 feet along the arc of a 800.00 foot radius curve to the left through a central angle of 05°16'31" (Long Chord Bears South 89°31'26" East 73.63 feet);

thence North 87°50'18" East 595.79 feet;

thence South 85°54'02" East 48.03 feet;

thence North 84°00'03" East 67.83 feet;

thence North 89°56'27" East 528.89 feet;

thence South 79°25'00" East 37.37 feet;

thence North 84°48'34" East 77.16 feet;

thence North 89°56'27" East 475.58 feet to the west right-of-way line of 7200 West Street;

thence along the said west right-of-way the following two (2) courses: South 0°09'19" East 66.50 feet, South 0°09'32" East 328.50 feet to the northeast corner of Parcel 14-21-127-039;

thence West 1718.67 feet along the north line of said Parcel 14-21-427-039 to and along Parcel 14-21-127-013 to and along Parcel 14-21-147-016 to the west line of said Parcel 14-21-147-016:

thence South 2.73 feet along the west line of said Parcel 14-21-147-016;

thence South 89°51'02" West 305.18 along Parcel 14-21-142-006;

thence South 0°05'53" East 13.46 feet along the west line of said property;

thence South 89°52'17" West 606.31 feet to and along the North line of said North Meadows Phase 2 Subdivision to the point of beginning.

LESS AND EXCEPT THE FOLLOWING TWO DESCRIPTIONS

A parcel of land located in the Southeast Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, located in Magna, Utah, more particularly described as follows:

Beginning at a point on the westerly right-of-way line of 7200 West Street, said point being North 0°09'32" West 495.11 feet along the section line and South 89°50'28" West 39.96 feet from the Southeast Corner of Section 21, T1S, R2W, S.L.B.& M. (Basis of Bearing: S89°54'03"W along the Section line between the South ¼ Corner and the Southwest Corner of Section 21) and running;

Thence West 670.16 feet;

Thence North 0°09'19" West 302.31 feet to a point of curvature;

thence 47.79 feet along the arc of a 40.50 foot radius curve to the left through a central angle of 67°36'51" (Long Chord Bears North 56°04'49" East 45.07 feet) to a point of reverse curvature;

thence 22.19 feet along the arc of a 25.00 foot radius curve to the right through a central angle of 50°50'46" (Long Chord Bears North 47°41'46" East 21.46 feet) to a point of compound curvature;

thence 48.00 feet along the arc of a 163.50 foot radius curve to the right through a central angle of 16°49'18" (Long Chord Bears North 81°31'48" East 47.83 feet);

thence North 89°56'27" East 326.82 feet to a point of curvature;

thence 122.13 feet along the arc of a 163.50 foot radius curve to the right through a central angle of 42°47'54" (Long Chord Bears South 68°39'36" East 119.31 feet);

thence South 47°15'39" East 50.37 feet to a point of curvature;

thence 99.14 feet along the arc of a 198.50 foot radius curve to the left through a central angle of 28°37'00" (Long Chord Bears South 61°34'09" East 98.11 feet) to a point of reverse curvature;

thence 9.53 feet along the arc of a 24.50 foot radius curve to the right through a central angle of 22°17'21" (Long Chord Bears South 64°43'59" East 9.47 feet) to the westerly right-of-way line of 7200 West Street;

thence South 0°09'32" East 220.93 feet along said westerly right-of-way line of 7200 West Street to the point of beginning.

AND

A parcel of land located in the Southeast Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, located in Magna, Utah, more particularly described as follows:

Beginning at a point on the westerly right-of-way line of 7200 West Street, said point being North 0°09'32" West 890.11 feet along the section line and South 89°50'28" West 39.95 feet from the Southeast Corner of Section 21, T1S, R2W, S.L.B.& M. (Basis of Bearing: S89°54'03"W along the Section line between the South ¼ Corner and the Southwest Corner of Section 21) and running;

Thence South 0°09'19" East 44.39 feet;

Thence South 26°23'43" West 13.28 feet;

Thence South 0°06'30" East 51.30 feet;

Thence South 10°05'11" West 11.30 feet to a point of curvature;

thence 29.99 feet along the arc of a 24.50 foot radius curve to the right through a central angle of 70°07'58" (Long Chord Bears South 82°37'22" West 28.15 feet) to a point of compound curvature;

thence 42.99 feet along the arc of a 163.50 foot radius curve to the right through a central angle of 15°04'01" (Long Chord Bears North 54°47'39" West 42.87 feet);

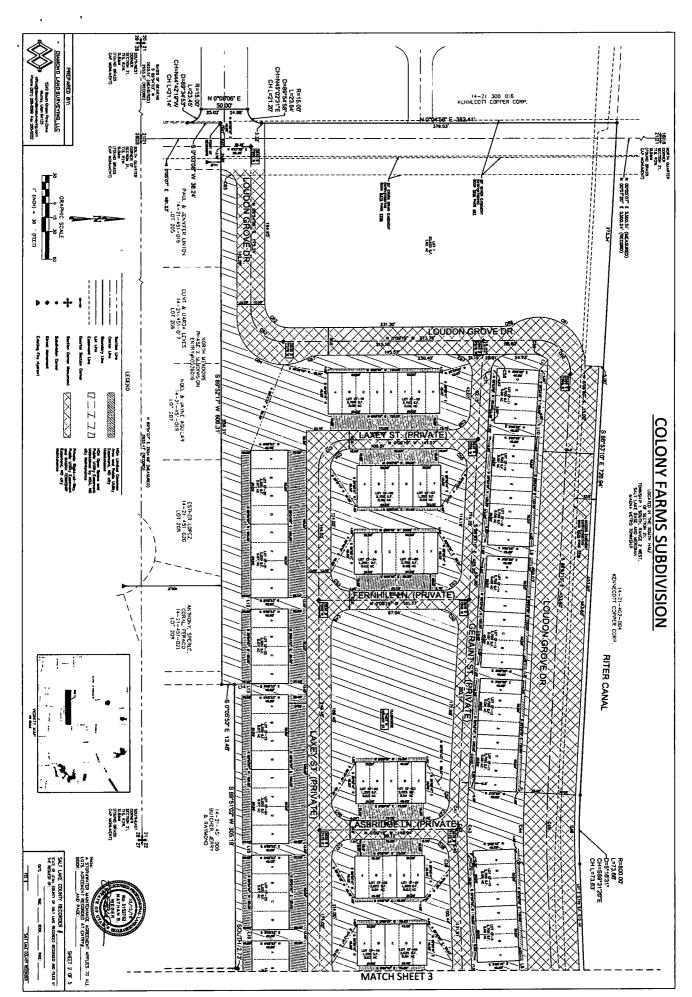
Thence North 47°15'39" West 50.37 feet to a point of curvature;

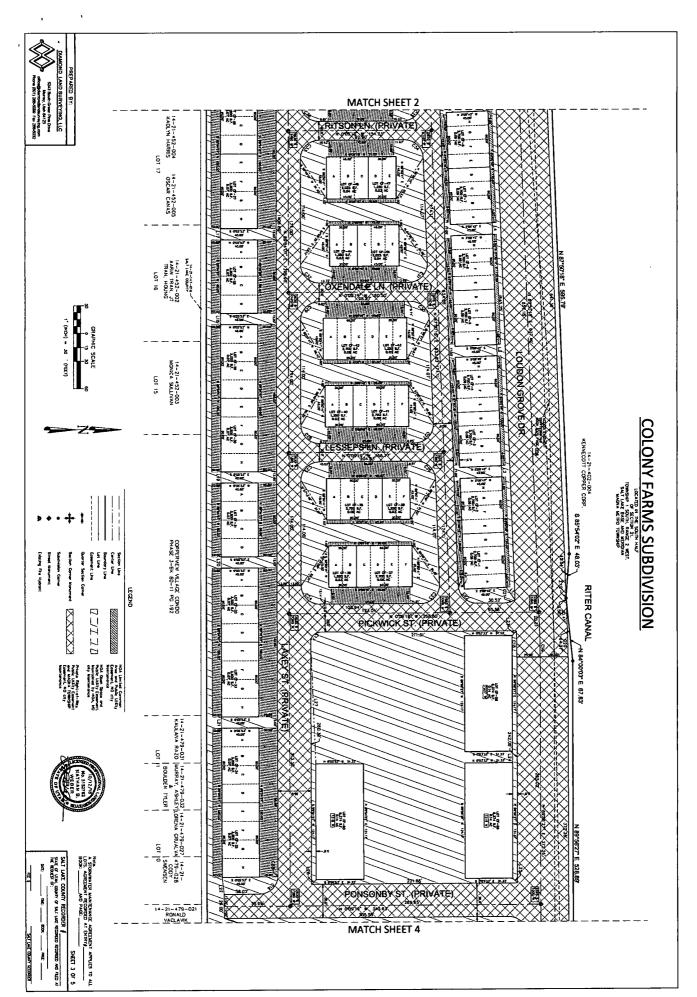
Thence 148.27 feet along the arc of a 198.50 foot radius curve to the left through a central angle of 42°47'54" (Long Chord Bears North 68°39'36" West 144.85 feet);

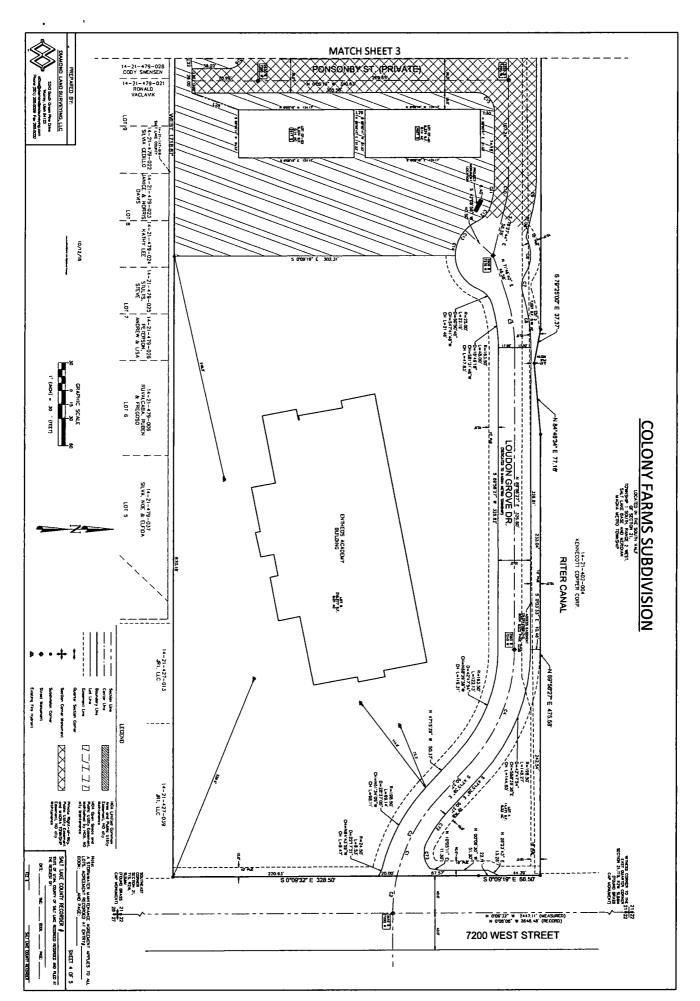
Thence North 0°03'33" West 10.46 feet;

Thence North 89°56'27" East 242.54 feet to the point of beginning.

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COLONY FARMS SUBDIVISION

EXHIBIT B

Long Term Stormwater Management Plan

for:

Colony Farms Subdivision 7401 West 2600 South Magna, Utah 84044

FIG Colony Farms, LLC 295 West Center Street Provo, Utah 84601

PURPOSE AND RESPONSIBILTY

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

This Long-Term Stormwater Management Plan (LTSWMP) describes the systems, operations and the minimum standard operating procedures (SOPs) necessary to manage pollutants originating from or generated on this property. Any activities or site operations at this property that contaminate water entering the City's stormwater system and generate loose litter must be prohibited, unless SOPs are written to manage those activities or operations, and amended into this LTSWMP.

CONTENTS

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

SECTION 2: TRAINING

SECTION 3: RECORDKEEPING SECTION 4: APPENDICES

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

The site infrastructure and operations described in this Section are limited at controlling and containing pollutants and if managed improperly can contaminate the environment. The LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the limitations of the site infrastructure. The property manager must use good judgment and conduct operations appropriately, doing as much as possible indoors and responsibly managing operations that must be performed outdoors. The drawings describing the infrastructure are included in Appendix A. The SOPs for the following operations exposed to the weather are filed in Appendix B.

Impervious Areas, Parking, Sidewalk and Patio

This development consists of buildings, paved parking areas, patios, and sidewalks which drain to a series of storm water inlets throughout the development. Sediment, fluids, and debris that collect on parking pavements and how they are dealt with can be a significant source of pollution. The parking and other paved areas must be maintained regularly to minimize the accumulation of pollutants before they can be washed into the stormwater system. Maintenance involves regular surface maintenance and adequate trash receptacles to prevent littering. The parking area maintenance SOP is to be used with associated pavements.

Storm Drain System

Stormwater for the Colony Farms Development will flow into a detention basin to the west of the development. The water will flow on the surface, never more than 650', into catch basins. From the catch basins, the water will be conveyed through 18" RCP pipe into the detention basin. The detention basin is adequately designed to detain the stormwater runoff from the site. If the pond were to ever fill up in extreme conditions, the basin is designed to overflow into the roads. The roads are designed to channel any water that exceeds the 100-year design storm or excess water that is caused by blocked pipes away from nearby homes until the water is eventually discharged into the Riter Canal. The 100-year high water mark is shown in Appendix A.

Landscaping

The landscaping within Colony Farms Subdivision will require regular maintenance. The landscaping is primarily grass, shrubbery, and trees. During the landscaping maintenance operations, organic materials, herbicides, pesticides, and fertilizers can be left behind or improperly applied. The pollutants will be carried by runoff if they are not picked up as part of the regular maintenance operation. The Landscaping Maintenance and Pesticides, Herbicides and Fertilizer SOPs are used to manage the pollutants associated with this operation.

Waste Management

Residents will have waste bins nearby to dispose of their waste. Good waste management systems, if managed improperly, can end up being the cause of the very pollution that they were intended to control. Waste bins can leak to the pavement and drain to the storm

drain inlets and wind can blow lightweight trash out of the waste bins. However, this pollution source is controlled by SOPs and snouts. Maintaining the trash receptacle devices by frequent waste disposal is essential to an effective operation. The General Waste Management SOP is used to manage the pollutants associated with this operation.

Utility System

All building utilities, such as air conditioners, are to be maintained according to manufacturer specifications to prevent leakage of pollutants. When the utility is maintained, all oils, fluids, or other pollutants are to be contained and disposed of properly. Cleaning of the units can produce water contaminated with cleaning products. No water from inside the building is to be disposed of outside. All water used to clean the units will be disposed of properly inside the building.

Snow and Ice Removal Management

Snow removal will occur in the roads, parking areas, drive lanes, patios, and sidewalks. Care will be taken to minimize the use of deicing salts to minimize pollutants in the snow runoff. This is managed by the Parking/Storage Area Maintenance SOP.

Equipment / Outside Storage

The HOA will hire subcontractors to maintain the yard work and maintenance of the facilities. Equipment storage will be handled by the subcontractors off site.

Outdoor Functions; Yard Sale Events, Fundraisers...

Residents, at times, may have events in their yards and communities that may require further attention. These events include yard sales, fundraisers, neighborhood gathering events, and others. Pollution, loose debris, and trash may occur from the gatherings and will require maintenance to prevent these from polluting the stormwater and drains. Maintaining the trash receptacle devices by frequent waste disposal is essential to an effective operation. The General Waste Management SOP is used to manage the pollutants associated with this operation.

Site Infrastructure Relevant to Preventing the Affects of Spills

Although all cleaning agents, chemicals or other contaminants stored on site that could potentially spill will be properly contained indoors, a spill could occur from an outside source such as a maintenance contractor. Both occupants and site maintenance personnel will need to understand how to handle this situation. It must be highlighted in the training program that if something is brought onto the site and spilled it must not be hosed down. It must be removed properly with the appropriate absorbent material that is to be disposed of properly. This is managed by the Parking Area Maintenance SOP.

SECTION 2: TRAINING

Ensure that all employees and maintenance contractors know and understand the SOPs specifically written to manage and maintain the property. Maintenance contractors must use the stronger of their Company and the LTSWMP SOPs. File all training records in Appendix C.

SECTION 3: RECORDKEEPING

Maintain records of operation and maintenance activities in accordance with SOPs. Mail a copy of the record to the Salt Lake County Storm Water Supervisor annually. The address is 2001 South State N3-600, Salt Lake City, Utah 84190.

SECTION 4: APPENDICES

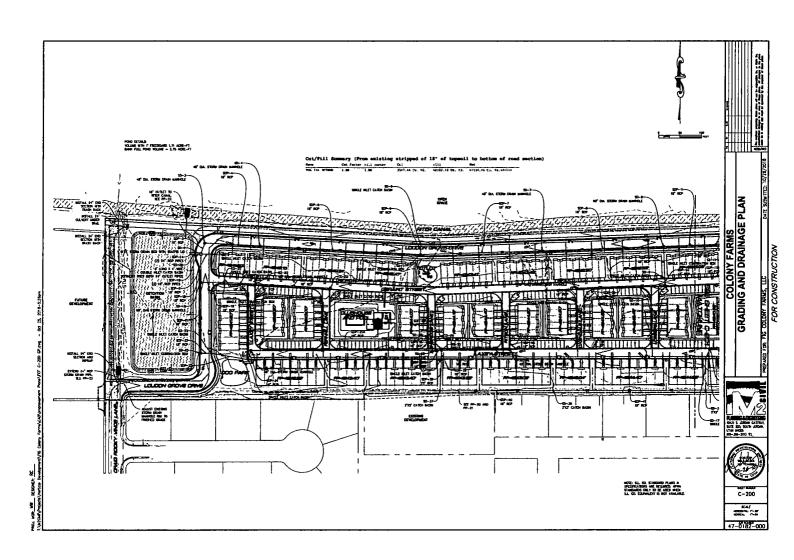
Appendix A- Site Drawings and Details

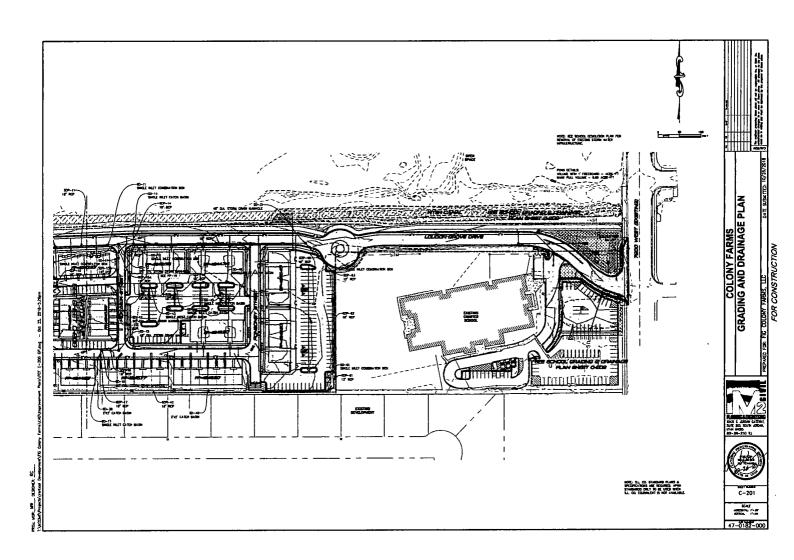
Appendix B- SOPs

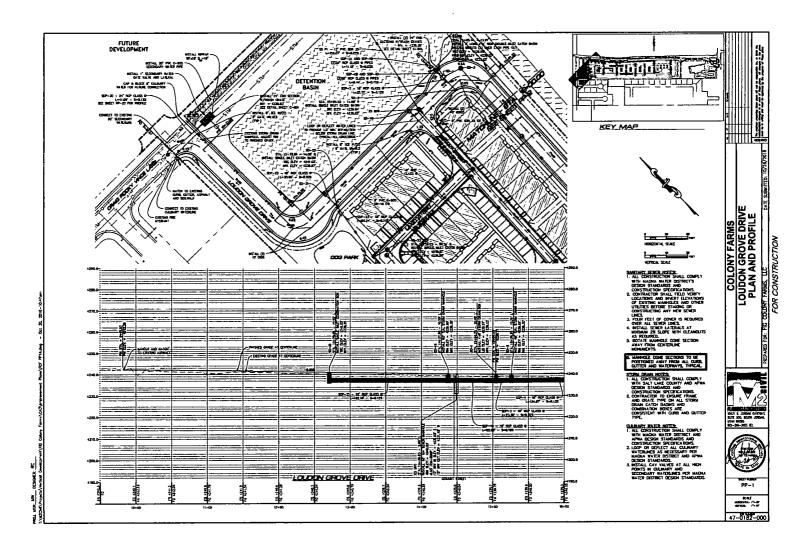
Appendix C- Recordkeeping Documents

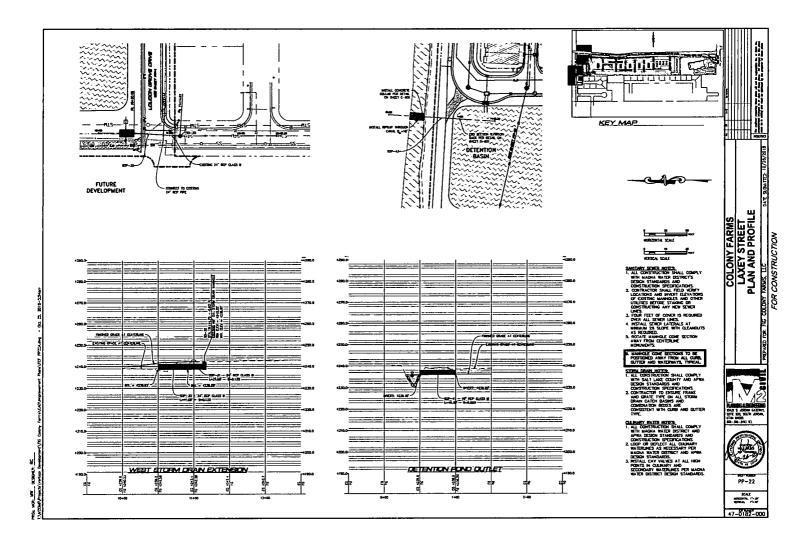
APPENDIX A - SITE DRAWINGS AND DETAILS

C-200 Grading and Drainage Plan
C-201 Grading and Drainage Plan
PP-1 Loudan Grove Drive (Includes Pond inlet design information, including snouts)
PP-22 Detention Pond Outlet









STORM WATER SYSTEM & MAINTENANCE OPERATIONS

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

Description:

Regular inspections and maintenance of the stormwater system are critical to the performance and effectiveness of the system. Without this, captured stormwater Pollutants can be re-entrained or pass through the system. This SOP refers to routine maintenance to ensure proper operation, and repair maintenance to fix problems prior to the next storm event.

Implementation:

- ➤ All stormwater system elements should be inspected on a regular basis for continued collection of sediment and trash and structural integrity.
 - ➤ Elements involving landscaping, such as the detention basin, should be inspected monthly during nonfreezing weather.
 - Elements such as the catch basins and snout should be inspected quarterly, and the outfall catch basin with the snout should be cleaned when the sump is half full or at least once a year with a vacuum truck.
- ➤ Some structural elements may require more frequent inspection to ensure proper operation, such as the inlets that may become clogged with grass clippings or trash. Inspection schedule should be updated if it is determined to be needed more often.
- ➤ All elements should be checked after each storm event. In some cases, such as vegetative or infiltration elements, the after storm inspection should occur after expected drawdown period to allow the inspector to see if the elements are draining properly.
- > Inspections and follow-up actions need to be documented. Development of inspection checklists are beneficial.

Maintenance:

Routine maintenance and non-routine repair should be conducted according to a schedule or as soon as a problem is identified, as many stormwater system elements are ineffective if not installed and maintained properly.

PAVEMENT AREA MAINTENANCE

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

Description:

Pavement areas can contribute a number of substances, such as trash, suspended solids, hydrocarbons, oil and grease, and heavy metals that can enter receiving waters through stormwater runoff or non-stormwater discharges. The following protocols are intended to prevent or reduce the discharge of pollutants from pavement areas and include using good housekeeping practices, following appropriate cleaning BMPs, and training employees.

Pollution Prevention:

> Keep accurate maintenance logs to evaluate BMP implementation.

Protocols:

General:

- > Keep the parking and storage areas clean and orderly. Remove debris in a timely fashion.
- > Don't allow piles of salt or other contaminants to be stored without being in a containment facility.
- Don't use more salt than is necessary to remove ice during the winter months.
- Snow should be stored in landscaping areas when possible to minimize pollutants from the hard surfaces in the storm drain system.

Controlling Litter:

- > Provide an adequate number of litter receptacles.
- > Clean out and cover litter receptacles frequently to prevent spillage.
- Provide trash receptacles in parking lots to discourage litter.
- > Routinely sweep, shovel, and dispose of litter in the trash.

Surface Cleaning:

- Use dry cleaning methods (e.g. sweeping or vacuuming) to prevent the discharge of pollutants into the stormwater conveyance system.
- Establish frequency of public parking lot sweeping based on usage and field observations of waste accumulation.
- > Sweep all parking lots at least once before the onset of the winter season and if possible after the snow melts.
- > If water is used follow the procedures below:
 - Block the storm drain or contain runoff.
 - ➤ Wash water should be collected and pumped to the sanitary sewer or discharged to a pervious surface, do not allow wash water to enter storm drains.
 - > Dispose of parking debris and dirt at a landfill.

When cleaning heavy oily deposits use absorbent materials on oily spots prior to sweeping or washing with water containment. Dispose of used absorbents or contained water appropriately.

Inspection:

- Have designated personnel conduct inspections of the parking facilities and stormwater conveyance systems associated with them on a regular basis.
- > Inspect cleaning equipment/sweepers for leaks on a regular basis.

Training:

Train residents in proper techniques for spill containment and cleanup.

Spill Response and Prevention:

- Use spill control & cleanup in the event an unintended spill should occur on the property.
- > If liquid, contain spill as soon as possible.
- Cleanup any type of spill immediately and use dry methods such as absorbent material or sweeping if possible.
- > Cover and seal storm drain inlet if water is required to remove the spill.
- > Properly dispose of spill cleanup material according to type of spill.

Requirements:

Maintenance:

- > Sweep parking lot to minimize pollutants going into storm water.
- > Clean out oil/water/sand separators regularly, especially after heavy storms.
- Clean parking facilities on a regular basis to prevent accumulated wastes and pollutants from being discharged into conveyance systems during rainy conditions. This will minimize cleaning required of catch basin with snout.

ROADWAY SURFACE REPAIR

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

Description:

Parking lot and roadway surfaces can become damaged and need repair. Repair operations can contribute pollutants to the stormwater system if not properly contained. The following protocols are intended to prevent or reduce the discharge of pollutants from parking repair areas.

Protocols:

Pre-heat, transfer or load hot bituminous material away from storm drain inlets. Also use appropriate barriers during repairs around inlets.

- > Apply concrete, asphalt, and seal coat during dry weather to prevent contamination from contacting storm water runoff.
- Cover and seal nearby storm drain inlets (with waterproof material or mesh) and manholes before applying seal coat, slurry seal, etc., where applicable. Leave covers in place until job is complete and until all water from emulsified oil sealants has drained or evaporated. Clean any debris from these covered manholes and drains for proper disposal.
- > Use only as much water as necessary for dust control, to avoid runoff.
- > Catch drips from paving equipment that is not in use with pans or absorbent material placed under machines. Dispose of collected material and absorbents properly.

Maintenance:

- > Seal all storm drain inlets to prevent contamination of the storm drain system.
- > Contain all contaminants and dispose of properly.
- > Do repairs during dry weather.

LANDSCAPE MAINTENANCE OPERATIONS POLLUTION MINIMIZATION

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

Description:

Proper landscape maintenance is important to reduce nutrient and chemical contamination to the storm drain system, reduce nuisance flows and standing water in stormwater systems, and to maintain healthy vegetation. Examples of maintenance activities that can be a source of storm water pollutants include mowing, aeration, fertilization and irrigation.

Implementation:

- > Remove lawn clipping and debris out of the gutters, off sidewalks, and parking areas immediately following mowing and over fertilization.
- Remove fertilizers off hard surfaces (parking lot and sidewalks) immediately following application; water turf following fertilization; avoid fertilizing before heavy rainfall forecast.
- > Remove pesticides on the hard surfaces immediately following application.
- Maintain irrigation system to prevent waste and minimize pollutants that could enter the storm drain from faulty irrigation equipment.
- > Do not hose down hard surfaces. Use dry cleanup methods such as sweeping to remove powdered pollutants from hard surfaces.

Maintenance:

- > Clean up immediately after landscape maintenance activities with dry cleanup methods.
- Maintain irrigation system to prevent pollutants from entering the storm drain system.

LANDSCAPE MAINTENANCE OPERATIONS PESTICIDES, HERBICIDES, AND FERTILIZERS

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

Description:

Various chemicals used for landscape maintenance must be properly applied, stored, handled, and disposed of to prevent contamination of surface and ground waters. These chemicals include pesticides, herbicides, fertilizers, fuel, etc. Misuse of pesticides and herbicides can result in adverse impacts to aquatic life, even at low concentrations. Misuse of fertilizer can result in increased algae growth in waterbodies due to excessive phosphorus and nitrogen loading.

Implementation:

- Application of fertilizers, pesticides, and other chemicals according to manufacturer's directions.
- Application of pesticides and herbicides only when needed and use in a manner to minimize off-target effects.
- > Accurately diagnose the pest; know characteristics of the application site, including soil type and depth to groundwater.
- > Employ application techniques that increase efficiency and allow the lowest effective application rate.
- > Keep pesticide and fertilizer equipment properly calibrated according to the manufacturer's instruction and in good repair.
- > All mixing and loading operations must occur on an impervious surface.
- > Do not apply pesticides or herbicides during high temperatures, windy conditions, or immediately prior to heavy rainfall or irrigation.
- ➤ If stored on site, storage areas should be secure and covered, preventing exposure to rain and unauthorized access.
- > Store chemicals in their original containers, tightly closed, with labels intact. Regularly inspect them for leaks.

Maintenance:

- > Use should be in compliance with manufacturer's instructions.
- ➤ If fertilizers, pesticides, and other chemical spill on hard surfaces, clean them up with dry methods and do not use water to clean the surface. Use methods that prevent water contamination and dispose of properly.

WASTE MANAGEMENT OPERATIONS

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

It is illegal to allow anything other than rainwater to be discharged to a storm drain. To prevent trash from polluting our environment, incorporate BMPs into your business operations.

Trash Receptacles:

- > Keep bins and common areas clear of trash and keep bin lids closed.
- > Properly bag trash before putting it in the bins.
- Do not hose out bins on pavements where wastewater will reach storm drain inlets. Apply absorbent over any fluids spilled in dumpster. If trash bin areas require cleaning, use dry cleanup methods or a permitted mobile washer. Mobile washers must follow these minimum SOPs.

Outdoor Areas

- > Sweep sidewalks and parking areas and keep storm drains clear of trash.
- > Require subcontractors to follow these SOPs.

Inform Residents and Site Maintenance Contractors

- > Inform residents to keep trash off the sidewalks and parking areas, and out of storm drains.
- > Communicate proper trash BMPs to all residents and site maintenance contractors.

Emergency Response Plan

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

- 1. The property has two approaches for entrances and departures. They are to be used in the case of an emergency.
- 2. In the even of an emergency, contact the appropriate personnel below:

Unified Police Department – Magna Precinct 2711 Buccaneer Dr. Magna, Utah (801) 743-7000

Unified Fire Authority 8215 West 3500 South Magna, Utah (801) 743-7200

Poison Control 1 (800) 222-1222

Utah Department of Environmental Quality 195 North 1950 West Salt Lake City, Utah Office: (801) 536-4400 Hotline: (800) 458-0145

APPENDIX C - PLAN RECORDKEEPING DOCUMENTS

[Insert PLAN Recordkeeping forms following this page]

MAINTENANCE/INSPECTION SCHEDULE

Frequency	Site Infrastructure.
M	Detention Basin (Monthly during non-freezing weather)
Q	Catch Basins
Q	Snouts
Q	Cleaning Equipment/sweepers for leaks
W	Pavement Surface (Especially right after any landscaping maintenance)
W	Trash Receptacles

Inspection Frequency Key: A=annual, Q=Quarterly, M=monthly, W=weekly, S=following appreciable storm event, U=Unique infrastructure specific (specify)

RECORD INSPECTIONS IN 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 not limited to; Inspection results, Observations, System Performance (effectiveness/inefficiencies), SOP Usefulness, Concerns, Necessary Changes	Initials
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Annual Summary of LTSWMP effectiveness, inefficiencies, problems, necessary changes etc.
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Annual SOP Training Log per Section 2

SOP	Trainer	Employee Name / Maintenance Contractor Co	Date
<u> </u>			
			

EXHIBIT C

