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DOC # 20210012692

Agreement Page 1 of 42
Gary Christensen Washington County Recorder
02/23/2021 03:06:33 PM Fee \$ 0.00
By ST GEORGE CITY



MAIL RECORDED COPY TO
Cottages at Fossil Hills Owners
Association:
F1 Property Management
PO Box 910069
St. George, Utah 84791

AND MAIL RECORDED COPY TO:
St. George City
175 East 200 North
St. George, UT 84770

Tax ID: SG-CFH-1 THROUGH SG-CFH-5

**CITY OF ST. GEORGE LONG-TERM STORMWATER MAINTENANCE
AGREEMENT WITH COTTAGES AT FOSSIL HILLS OWNERS ASSOCIATION (AS
SHOWN ON UTAH HOMEOWNER ASSOCIATION REGISTRY) FOR COTTAGES AT
FOSSIL HILLS SUBDIVISION**

This Long-Term Stormwater Maintenance Agreement (“Agreement”) is made and entered into this 17 day of ~~FEB~~ 2021 by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (“City”), and Cottages at Fossil Hills Owners Association, with offices at PO Box 910069, St. George, Utah 84791 (“Association”).

RECITALS

WHEREAS, City is authorized and required to regulate and control the disposition of storm and surface waters within its boundaries as set forth in the City of St. George Code, Stormwater Management, Title 9 Chapter 14, as amended (“Ordinance”), adopted pursuant to the Utah Water Quality Act, and pursuant to City’s MS4 Permit which requires stormwater runoff to be managed by the use of Stormwater Facilities and best management practices; and

WHEREAS, Association owns real property located in the City of St. George, Washington County, Utah and more particularly described in Exhibit A and incorporated herein as part of this Agreement (“Property”); and

WHEREAS, Association recognizes that post construction storm water facilities (“Facilities”) shall be installed or were installed pursuant to the approved development plans and specifications for the Property and must be maintained; and

WHEREAS, City and Association have determined that it is in the best interest of the health, safety and welfare of the citizens of the City that the Facilities be constructed and maintained on the property and that Association must maintain those Facilities.

AGREEMENT

SG Legal Approved as to Form: 10/10/19

Long-Term Stormwater
Maintenance Agreement
Page 1 of 8

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. **RECITALS**. The Recitals above are hereby incorporated as part of this Agreement and are binding on the parties.
2. **FACILITIES**. The Facilities shall be or have been constructed by Association in accordance with the approved plans and specifications for the development. Association shall, at its sole cost and expense, operate and maintain the Facilities in good working condition and in accordance with the Schedule of Long-Term Maintenance Activities agreed hereto and attached as **Exhibit B**. Association shall report annually to the City on the City's approved forms or City's online reporting system detailing compliance with the requirements of this Agreement. Association's Long-Term Stormwater Management Plan, (LTSWMP), is attached as **Exhibit C**. The LTSWMP must be adapted when site conditions and operations change and when existing programs are ineffective. Association shall maintain the Property in compliance with this plan. When the plan is updated, the new LTSWMP shall be filed with the City Public Works Department and shall replace the LTSWMP on file with the City. The updated LTSWMP shall not be recorded.
3. **ACCESS AND INSPECTIONS**. Association hereby grants permission to City, its authorized agents and employees, to enter upon the Property to inspect the Facilities whenever City deems necessary. City shall not unreasonably interfere with the business operations on Property. Except in case of an emergency, City shall give at least a 24-hour notice to Association prior to entry. Notice may be given by posting the Property. Facilities shall be maintained in a manner that makes them available for inspection and maintenance. All inspections shall be conducted in a reasonable manner and at reasonable times. The purpose of the inspection shall be to determine and insure that the Facilities are adequately maintained, are continuing to perform in an adequate manner, and are in compliance with all City requirements.
4. **FAILURE TO MAINTAIN**. In the event Association fails to maintain the Facilities in good working order and in a manner that makes them available for inspection, City shall give written notice to Association to cure such defects or deficiencies with a reasonable time frame for compliance. If Association fails to comply within the time frame, City may enter the Property to cure the defects.
5. **RIGHT TO CURE DEFECTS**. Association hereby authorizes City, its authorized agents and employees, to enter upon the Property to cure the defects if Association has failed to cure them within the reasonable time frame given for compliance. In case of an emergency, City may enter the Property immediately, without notice, and make the repairs. Association is solely liable for maintenance of the Facilities. It is agreed that City shall have the right, but not the obligation, to elect to perform any or all of the maintenance activities if, in the City's sole judgment, Association has failed to perform the same. City makes no representation that it intends to or will perform any of the maintenance activities and any election by City to perform any of the maintenance activities, shall in no way relieve Association of its continuing maintenance obligations under this Agreement. If City elects to perform any of

the maintenance activities, City shall be deemed to perform such work without warranty or representation as to the safety or effectiveness of such work, the work shall be deemed to be accepted by Association "as is" and shall be covered by Association's indemnity provisions below. If City performs any of the necessary maintenance activities Association shall pay all of City's reasonable costs incurred in performing those necessary maintenance activities. Association's obligation to pay City's costs of performing necessary maintenance activities is a continuing obligation.

6. **COSTS.** Association shall reimburse City within thirty (30) days of receipt of an invoice for the costs incurred by City in performing necessary maintenance activities. If not paid within the prescribed time period, City shall have the right to file a lien against the Property in the amount of such reasonable costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to City as a result of Association's failure to maintain the Facilities.
7. **NO ADDITIONAL LIABILITY.** It is the intent of this Agreement to insure the proper maintenance of the Facilities by the Association. This Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or caused by storm water runoff.
8. **EXHIBITS.** All exhibits/figures attached hereto are incorporated as part of this Agreement, except updates to Exhibit C shall not be recorded but shall be kept at the City Public Works Department.
9. **AGREEMENT TO RUN WITH THE LAND.** This Agreement shall be recorded at the Recorder's Office of Washington County and shall constitute a covenant running with the land and shall be binding on Association only for such time as Association holds title to the Property and shall run with the land and pass to subsequent Associations while they own the Property.
10. **COMPLIANCE WITH APPLICABLE LAWS.** Association expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Association from any obligation to comply with all applicable requirements of City, state and federal law including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of City, except as modified, waived or declared in this Agreement.
11. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event of a conflict between this Agreement and any other documents with Association, this Agreement shall govern.
12. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development,

transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the date of this Agreement. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

13. INDEMNITY AND LIABILITY. City shall not be liable for Association's stormwater or the Facilities. Association shall indemnify, defend and hold harmless City, employees, elected officials, officers, and agents to the extent each of them is acting in their official capacity on behalf of the City (collectively "City") against all claims, demands, causes of action, suits or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of Association's breach of this Agreement. Notwithstanding, this indemnification obligation shall not include an indemnification of the City for claims, demands, causes of action, liabilities, damages, suits or judgments arising out of the City's negligence. In the event of any such claims made or suits filed against City, City shall give Owner prompt written notice. Association agrees to defend against any such claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. Association agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of Association. Said attorney fees shall be reasonable and subject to review by Association. Association shall be responsible for all reasonable costs associated with any claim, demand, action, suit or judgment including reasonable attorney fees for which they indemnify or defend City. If any judgment or claims are entered against City, its authorized agents or employees, Association shall pay for all reasonable costs and expenses in connection herewith.

14. COMMON INTEREST DEVELOPMENTS. If the Property is developed as a Common Interest Development which is defined as membership in or ownership of an "Association" which is responsible for some or all of the commonly owned or controlled area, then the following provisions shall apply during such time as the Property is encumbered by a "Declaration", and the Common Area is managed and controlled by the Association:

- (a) The Association, through its Board of Directors, shall assume full responsibility to perform the maintenance activities required pursuant to this Agreement, and shall undertake all actions and efforts necessary to accomplish the maintenance activities, including but not limited to, levying regular or special assessments against each member of the Association sufficient to provide funding for the maintenance activities, conducting a vote of the membership related to such assessments if required.
- (b) No provision of the Declaration, nor any other governing document of the Association or grant of authority to its members, shall grant or recognize a right of any member or other person to alter, improve, maintain or repair any of the Property in any manner which would impair the functioning of the Facilities. In the event of any conflict between the terms of this Agreement and the Declaration or other Association governing documents, the provisions of this Agreement shall prevail.

15. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is intended to or shall be deemed to be a waiver of the City's governmental immunity as set forth in applicable statutory law and case law except as otherwise set forth herein.

- 16. GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that jurisdiction and venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court, Washington County, State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.
- 17. LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fees incurred for appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
- 18. NOTICES.** All notices required herein, and subsequent correspondence in connection with this Agreement shall be mailed to the following:

City of St. George
Attn: City Attorney
175 East 200 North
St. George, Utah, 84770

Cottages at Fossil Hills Owners Association
Attn: F1 Property Management
PO Box 910069
St. George, Utah 84791

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

- 19. SUCCESSORS AND ASSIGNS.** Association shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement, including to any type of Association's association, without assigning the rights and the responsibilities under this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
- 20. NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
- 21. SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not be affected, and shall remain in full

LONG-TERM STORMWATER MAINTENANCE AGREEMENT

EXHIBIT A

Legal Description(s)

Parcel SG-CFH-1 THROUGH SG-CFH-5

LEGAL DESCRIPTION –

All common area, limited common area and private streets of phases 1-5, Cottages at Fossil Hills Subdivision, according to the Official Plat thereof on file in the Office of the Washington County Recorder.

LONG-TERM STORMWATER MAINTENANCE AGREEMENT**Exhibit B****Schedule of Long-Term Maintenance Activities**
City of St. George, Utah

Activity	Frequency	Notes
Inspection	Every other year	Association shall report annually to the City on the City's approved forms or City's online reporting system, detailing compliance with the requirements of this Agreement.
Mowing and maintenance of vegetation	Variable, depending on vegetation and desired aesthetics	Landscaping and vegetation should be cared for throughout the year to ensure that proper sediment removal and infiltration is maintained. All trimmings shall be removed from the Property.
Remove trash and debris	As needed or following each storm	Trash and debris shall be removed from the Property regularly to ensure that the Facilities function properly and operate effectively. Trash often collects at inlet and outlet structures. These need to be cleaned regularly.
Inspect and maintain inlet and outlet structures	Monthly	The inlet and outlet structures should be inspected for damage and proper operation.
Sediment removal	Variable (2-5 years is typical)	The removal of sediment is necessary if the Facilities begin to lose capacity or effectiveness. The Association will remove and dispose of all accumulated sediments which shall be disposed of properly, offsite.

Long-Term Storm Water Management Plan

FOR THE LONG-TERM MANAGEMENT
OF

Cottages at Fossil Hills Saint George, UT

Landmark Project No. 21025

01 / 15 / 2021

Prepared By:

Landmark Testing & Engineering
795 East Factory Drive
St. George, Utah 84790
Phone: (435) 986-0566
Fax: (435) 986-0568

Prepared For:

FL Property Management
491 E Riverside Drive, Suite 3B
St. George, UT 84791
Phone: (435) 652-0565
Fax: (435) 6520566



Long-Term Storm Water Maintenance Plan

for:

COTTAGES AT FOSSIL HILLS

3419 South River Road
St. George, Utah 84790

FACILITY CONTACT(S):

F1 Property Management
Mik'L Wells
491 E Riverside Drive, 3B
PO Box 910069
St. George, UT 84791
Phone: (435) 652-0565
Fax: (435) 652-0566
E-mail: yourkey@f1pm.com

Landmark Project No.:
21025

LTSWMP Preparation Date:
01 / 15 / 2021

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SWPPP Appendices

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Long-Term Storm Water Maintenance Plan (LTSWMP)
Cottages at Fossil Hills
Landmark Project No. 21625

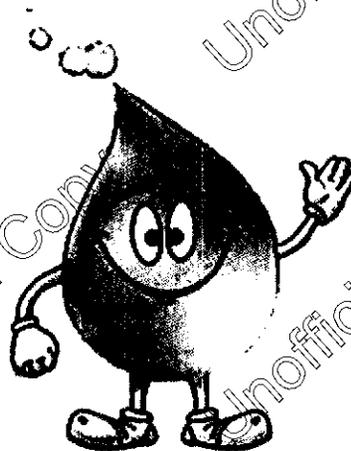


PUROPOSE AND RESPONSIBILITY

As required by the Clean Water Act and resultant local regulations, including St. George 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.

Stormwater structures are designed so that rainfall from storm events are directed into areas where stormwater may safely accumulate or be discharged into local water bodies. These systems prevent loss of life and/or property that could result from a buildup of storm water in any given area. Excessive sediment or debris as well as pollutants from spills or leaks are threats to the health and safety of our state waterbodies that we depend on for water, recreation, and a thriving desert ecosystem. It is therefore imperative that stormwater structures associated with each property are routinely inspected and maintained so that the structures can direct stormwater as designed. Remember: we all live downstream!

This Long-Term Stormwater Management Plan (LTSWMP) describes the systems, operations, 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, groundwater and generate loose litter must be prohibited, unless SOPs are written to manage those activities or operations and amended into this LTSWMP.



We All Live Downstream
stormwateraction.com

Long-Term Storm Water Maintenance Plan (LTSWMP)
Cottages at Fossil Hills
Landmark Project No. 21025



SECTION 1: CONTACT INFORMATION/ RESPONSIBLE PARTIES

1.1 Property Owner(s) and Facility Contacts

Property Contact:

Cottages at Fossil Hills Owners Association
Donny Collins
C/O F1 Property Management
PO Box 910069
St. George, Utah 84791
Phone: (435) 215-9733

Property Owner (s):

Cottages at Fossil Hills Owners Association
C/O F1 Property Management
PO Box 910069
St. George, Utah 84791
yourkey@flpm.com

City Stormwater Contact(s):

City of St. George
Kristi Schultz
175 N 200 E
St. George, Utah 84770
Phone: (435) 627-4142
Fax/email: Kristi.schultz@sgcity.org

City Stormwater Contact(s):

City of St. George
Jeff Cottam
175 N 200 E
St. George, Utah 84770
Phone: (435) 627-4125
Fax/email: jeff.cottam@sgcity.org

LTSWMP Contact(s):

F1 Property Management
Mik'L Wells
491 E Riverside Drive, 3B
PO Box 910069
St. George, UT 84791
Phone: (435) 652-0565
Fax: (435) 652-0566
E-mail: yourkey@flpm.com

Emergency 24-Hour Contact:

Cottages at Fossil Hills Owners Association
Donny Collins
Cell Phone: (435) 215-9733

Long-Term Storm Water Maintenance Plan (LTSWMP)
Cottages at Fossil Hills
Landmark Project No. 21025



1.2 Storm Water Team

Development of SWPPP

Plan Writing
Landmark Testing and Engineering
Brianna Vasquez, RSI, ECS
435-703-3138
brianna@landmarktesting.com

Plan Review
Landmark Testing and Engineering
Jeff Webb, RSI, ECS, RSW
435-319-7073
jeff@landmarktesting.com

Conduct Site Inspections

Landmark Testing and Engineering

Brianna Vasquez, RSI, ECS
435-703-3138
brianna@landmarktesting.com

Jeff Webb, RSI, RSW, ECS
435-319-7073
jeff@landmarktesting.com

SWPPP modifications, Compliance with permit requirements (installing and maintaining storm water controls, taking corrective action)

F1 Property Management

Mick Wells

Phone: (435) 652-0565

Fax: (435) 652-0566

E-mail: yourkey@flpm.com

Long-Term Storm Water Maintenance Plan (LTSWMP)
Cottages at Fossil Hills
Landmark Project No. 21025



1.3 Project/Site Information

Project Site Name: Cottages at Fossil Hills

Project Address / Location: 3419 South River Road

Project City: St. George State: UT Zipcode: 84790

Parcel: SG-CFH-1 through SG-CFH-5

Project County: Washington

Latitude: 37.050844°N Longitude: 113.555489°W

Method for determining latitude / longitude:

- USGS topographic map (specify scale: _____)
- EPA Website
- GPS
- Google Earth

Legal Description:

All common area, limited common area and private streets of phases 1-5, Cottages at Fossil Hills Subdivision, according to the Official Plat thereof on file in the Office of the Washington County Recorder.

- Cottages at Fossil Hills PUD Phase 1:
BEG AT A PT S 1°11'17"W, 405.40 FT ALG THE SEC LN & W, 1782.70 FT FM NE SEC COR SEC 17, T43S, R15W, SLB&M; PT ALSO BEING ON ELY R/W/L OF RIVER RD & PT OF CURVATURE OF 19 FT RAD CUR LT RAD PT OF WHICH BEARS N 88°10'35" E; TH SELY 29.85 FT ALG ARC OF CUR THRU A CTRL ANG OF 90°00'20"; TH S 01°49'45" E, 6 FT; TH N 88°10'15" E, 68.22 FT; TH N 85°10'44" E, 38.19 FT PT OF CUR OF A 20 FT RAD CUR LT RAD PT OF WHICH BEARS S 86°15'42" E; TH SELY ALG ARC OF CUR 31.72 FT, THRU A CTL ANG OF 90°52'30"; TH S 87°08'13" E, 60.48 FT; TH S 02°51'47" W, 27 FT; TH S 87°08'13" E, 9.33 FT; TH S 04°21'50" E, 123.58 FT; TH N 90°00'00"E, 55.04 FT; TH S 00°00'00" W, 125.04 FT; TH N 87°38'34" W, 116.04 FT TO PT OF CUR OF A 1872.50 FT RAD CUR RT RAD PT OF WHICH BEARS N 89°50'07" W; TH SWLY 17.11 FT ALG ARC OF CUR THRU A CTL ANG OF 00°31'25"; TH N 89°18'41" W, 63 FT TO PT OF CUR OF A 1809.50 FT RAD CUR TO THE RT THE RAD PT OF WHICH BEARS N 89°18'47" W; TH SWLY 2.52 FT ALG ARC OF CUR THRU A CTL ANG OF 00°04'47"; TH S 89°01'20" W, 88.08 FT TO PT ON ELY R/W/L OF RIVER RD, TH N 01°49'25" W, 334.75 FT ALG R/W/L TO POB.
- Cottages at Fossil Hills PUD Phase 2:
BEGINNING AT A POINT LOCATED S 1°11'17"W, 405.40 FEET ALONG THE SECTION LINE AND N90°00'00"W, 1782.10 FEET FROM THE NORTHEAST SECTION CORNER OF SECTION 17,T43S, R15W, SLB&M, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF RIVER ROAD; THENCE

Long-Term Storm Water Maintenance Plan (LTSWMP)
Cottages at Fossil Hills
Landmark Project No. 21025



N01*49'25"W, 54.27 FEET TO THE POINT OF CURVE OF A 592.10 FOOT RADIUS CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS N88*10'35"E; THENCE NORTHEASTERLY 407.42 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39*25'29"; THENCE N37*36'04"E. 6.60 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 17; THENCE S88*49'15"E, 0.23 FEET ALONG THE SECTION LINE TO A POINT N88*49'15"W, 1665.63 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SAID SECTION 17; THENCE S1*10'45"W, 0.11 FEET TO THE POINT OF BEGINNING OF THE BOUNDARY DESCRIBED IN THE STATE OF UTAH PATENT NO. 19899 BOUNDARY DESCRIPTION CONTAINED IN DOCUMENT #20060011121 AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE ALONG THE NORTHERLY LINE OF SAID BOUNDARY THE FOLLOWING TWO COURSES: S52*23'17"E, 321.40 FEET; THENCE S41*41'10"E, 187.88 FEET; THENCE S48*18'06"W, 221.22 FEET; THENCE S18*13'55"W, 15.02 FEET; THENCE S23*11'41"W, 45.00 FEET TO A POINT ON A 93.50 FOOT RADIUS CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS S23*11'41 THENCE SOUTHEASTERLY 28.97 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17*45'06"; THENCE S38*58'43"W, 101.44 FEET TO A POINT ON THE BOUNDARY OF "THE COTTAGES AT FOSSIL HILLS P.U.D., PHASE 1; THENCE ALONG SAID BOUNDARY THE FOLLOWING TEN COURSES: S90*00'00"W, 55.04 FEET; THENCE N04*21'50"W, 123.58 FEET; THENCE N87*08'13"W, 9.33 FEET; THENCE, N02*51'47"E, 27.00 FEET; THENCE N87*08'13"W, 60.48 FEET TO A POINT ON A 20.00 FOOT RADIUS CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS N2*51'47"E; THENCE NORTHEASTERLY 31.72 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90*52'30"; THENCE, S85*10'44"W, 38.19 FEET; THENCE S88*10'15"W, 68.22 FEET; THENCE N01*49'45"W, 6.00 FEET TO THE POINT OF CURVE OF A 19.00 FOOT RADIUS CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS N01*49'45"W; THENCE NORTHWESTERLY 29.85 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90*00'20" TO THE POINT OF BEGINNING CONTAINS: 3.942 ACRES

- Cottages at Fossil Hills PUD Phase 3:

BEGINNING AT A POINT S1*11'17"W, 302.36 FEET ALONG THE SECTION LINE AND N90*00'00"W, 1279.48 FEET FROM THE NORTHEAST CORNER OF SECTION 17, T43S, R15W, SLB&M SAID POINT BEING ON THE NORTHERLY BOUNDARY OF "THE COTTAGES AT FOSSIL HILLS P.U.D. PHASE 2; RUNNING THENCE S41*41'10"E 95.53 FEET ALONG SAID NORTHERLY BOUNDARY: THENCE S23*20'40"E, 432.87 FEET; THENCE S41*20'57"W, 49.93 FEET; THENCE S83*27'01"W, 270.46 FEET; THENCE N81*49'20"W, 61.41 FEET; THENCE N86*01'57"W, 19.66 FEET; THENCE N51*26'26"W, 27.02 FEET; THENCE N17*20'12"W, 68.22 FEET; THENCE N76*45'53"W, 24.41 FEET; THENCE N40*07'49"W, 22.85 FEET TO A POINT ON THE BOUNDARY OF "THE COTTAGES AT FOSSIL HILLS P.U.D. PHASE 1; THENCE N00*00'00"W, 125.04 FEET ALONG THE BOUNDARY OF PHASE 1 TO A POINT ON THE BOUNDARY OF "THE COTTAGES AT FOSSIL HILLS P.U.D., PHASE 2; RUNNING THENCE ALONG THE BOUNDARY OF PHASE 2 THE FOLLOWING FIVE COURSES; N38*58'43"E 101.44

Long-Term Storm Water Maintenance Plan (LTSWMP)
Cottages at Fossil Hills
Landmark Project No. 21025



FEET; TO A POINT ON A 93.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS S40°56'47"W THENCE NORTHWESTERLY 28.97 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'06"; THENCE N23°11'41"E, 45.00 FEET; THENCE N18°13'55"E, 15.02 FEET; THENCE N48°18'06"E, 221.22 FEET TO THE POINT OF BEGINNING.

- Cottages at Fossil Hills PUD Phase 4:

BEGINNING AT A POINT S01°11'17"W 808.72 FEET ALONG THE SECTION LINE AND WEST 1066.89 FEET FROM THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE SOUTH LINE OF "COTTAGES AT FOSSILS HILLS P.U.D. PHASE 3" AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS ENTRY #20080001221 AND RUNNING THENCE S41°20'57"W 39.98 FEET; THENCE S37°01'14"W 262.78 FEET; THENCE S83°42'27"W 219.85 FEET; THENCE S64°44'48"W 105.89 FEET; THENCE N17°21'45"W 85.31 FEET; THENCE S72°39'48"W 6.18 FEET; THENCE N17°20'12"W 30.96 FEET; THENCE N72°38'15"E 100.70 FEET; THENCE N17°21'45"W 113.99 FEET; THENCE N72°38'15"E 104.61 FEET; THENCE N45°33'54"E 25.07 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF "THE COTTAGES AT FOSSIL HILLS P.U.D. PHASE 3" AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS ENTRY #20080001221; THENCE ALONG SAID BOUNDARY THE FOLLOWING (4) COURSES: S51°26'26"E 13.51 FEET; THENCE S86°01'57"E 19.66 FEET; THENCE S81°49'20"E 61.41 FEET; THENCE N83°27'01"E 270.46 FEET TO THE POINT OF BEGINNING.

- Cottages at Fossil Hills PUD Phase 5:

BEGINNING AT A POINT S01°11'17"W 821.07 FEET ALONG THE SECTION LINE AND WEST 1426.29 FEET FROM THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE SOUTH LINE OF "COTTAGES AT FOSSILS HILLS P.U.D. PHASE 3" AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS ENTRY #20080001221 AND RUNNING THENCE S45°33'54"W 25.07 FEET; THENCE S72°38'15"W 104.61 FEET; THENCE S17°21'45"E 113.99 FEET; THENCE S72°38'15"W 100.70 FEET; THENCE S17°20'12"E 30.96 FEET; THENCE N72°39'48"E 6.18 FEET; THENCE S17°21'45"E 85.31 FEET; THENCE S64°44'48"W 65.68 FEET; THENCE S84°54'45"W 125.10 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RIVER ROAD AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS ENTRY NO. 739831; THENCE N01°49'25"W 417.07 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF "THE COTTAGES AT FOSSIL HILLS P.U.D. PHASE 1" AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS ENTRY NO. 20060038917; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING (5) COURSES: N89°01'20"E 88.08 FEET TO THE POINT OF CURVATURE OF A 1809.50 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N89°13'54"W; THENCE NORTHERLY 2.52 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°04'47"; THENCE S89°18'41"E 63.00 FEET TO THE POINT OF CURVATURE OF A 1872.50 FOOT RADIUS CURVE

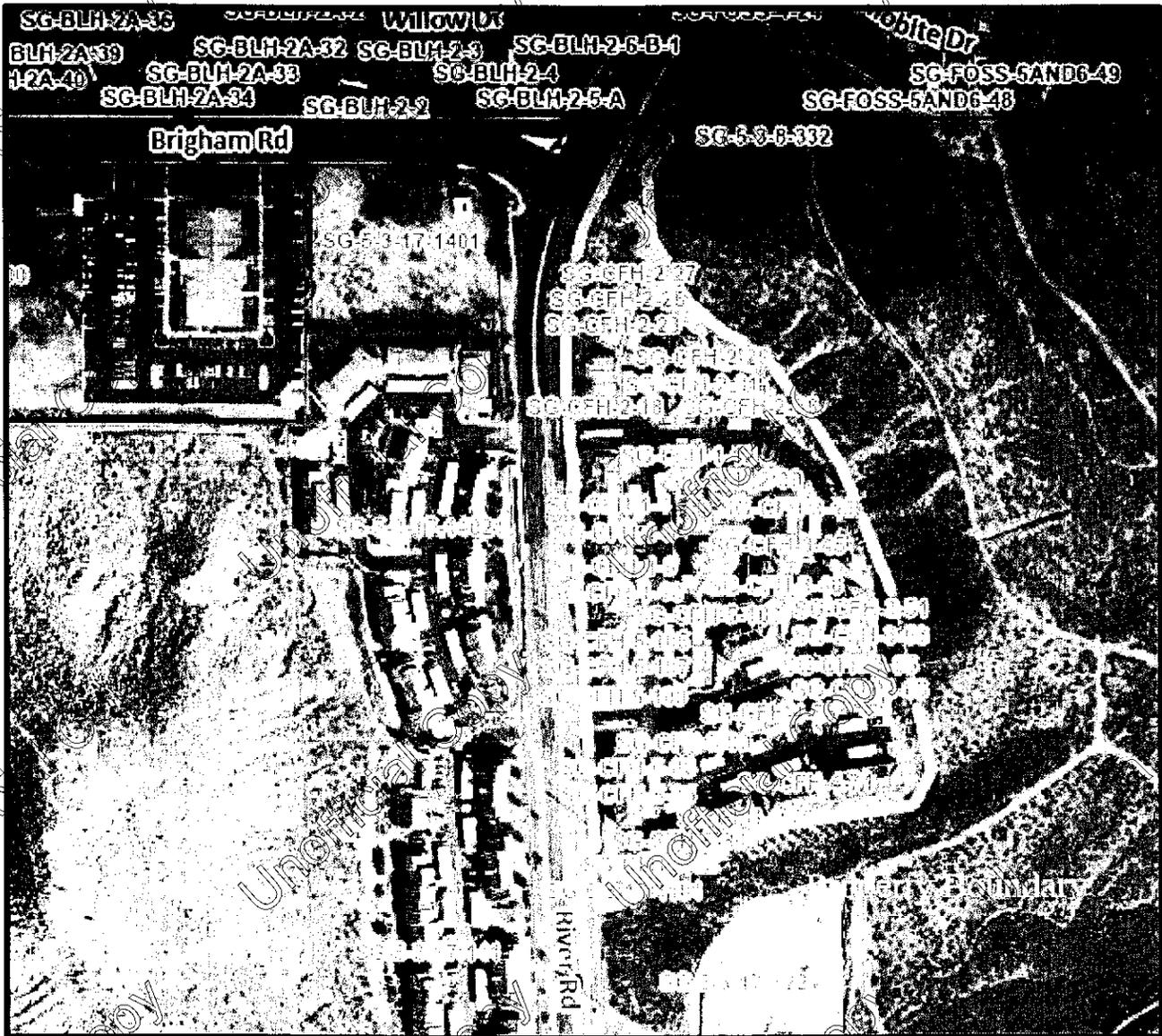
Long-Term Storm Water Maintenance Plan (LTSWMP)
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TO THE LEFT, RADIUS POINT BEARS N89°18'42"W; THENCE NORTHERLY 17.11 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°31'25"; THENCE S87°38'34"E 116.04 FEET TO A POINT ON THE BOUNDARY OF "THE COTTAGES AT FOSSIL HILLS P.U.D. PHASE 3" AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS ENTRY NO. 20080001221; THENCE ALONG SAID BOUNDARY THE FOLLOWING (4) COURSES: S40°10'09"E 22.84 FEET; THENCE S76°45'53"E 24.41 FEET; THENCE S17°20'12"E 68.22 FEET; THENCE S51°26'26"E 13.51 FEET TO THE POINT OF BEGINNING.

1.4 Site Map

Additional maps included in Appendices A and B.



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SECTION 2: WATER QUALITY

2.1 Discharge Information

Does your project/site discharge storm water into a Municipal Separate Storm Sewer System (MS4)? Yes No

List the MS4 that receives the discharge from the construction project: City of St. George

2.2 Receiving Waters

Table 1 B Names of Receiving Waters

Names(s) of the first surface water that receives storm water directly from your site and/or from the MS4.
1. Fort Pierce Wash

2.3 Impaired Waters

Table 2 - Names of Impaired Waters

	Is this surface water listed as "impaired"?	If you answered yes, then answer the following:		
		What pollutant(s) are causing the impairment?	Has a TMDL been completed?	Pollutant(s) for which there is a TMDL
1.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Total Dissolved Solids	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Total Dissolved Solids

2.4 High Water Quality

Table 3 B High Water Quality

	Is this surface water designated as High Water Quality? (see Appendix C)	If you answered yes, specify which category the surface water is designated as?
1.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Category 1 <input type="checkbox"/> Category 2

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SECTION 3: FACILITY STORMWATER STRUCTURES

3.1 Parking, Sidewalk, and Flatwork

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

Maintenance involves regular sweeping, but may also involve pavement washing to remove stains, slick spots and improve appearance when necessary. Use our Pavement Maintenance and the Pavement Washing SOPs to manage pollutants that collect on our pavements.

BMP Description: Parking Lot, Roadway, and Private Driveway Sweeping	
Installation Schedule:	Ongoing
Maintenance and Inspection:	Inspect parking lot areas and curb lines monthly to ensure that excessive sediment and debris has not accumulated in these areas. Sediment and debris build-up shall be removed. Parking lot sweeping should be performed quarterly or as needed.
Responsible Staff:	Routine inspections and maintenance by facility owner or property manager. Annual inspections by registered post-construction stormwater inspector.

3.2 Pool and Pond Maintenance

Pools, ponds, and other artificial water bodies should be regularly inspected and maintained to be kept free of trash and debris and ensure the water level is appropriate for the volume of the containment structure. Discharges that occur from swimming pool filtration systems should be through sewers where possible. Where municipal treatment is unavailable, pool filtration system backwash water could be discharged to the ground surface where solids could be filtered during seepage. The discharge shall be done at a rate that does not allow for discharge via overland flow to surface waters. Unpermitted discharges to surface water are prohibited.

The complete contents of swimming pools are seldom discharged. Outdoor swimming pools are usually discharged only at the summers' end. The quality of swimming pool water is typically good with minimal concerns for discharging the water. One such concern that must be addressed is the presence of chlorine in the water. Chlorination must be stopped several days in advance of discharging pools. Allowing the water to age without chlorine addition enables the chlorine to dissipate. Testing the chlorine content with the test kit (standard pool equipment) will give you the chlorine content of the water. In most instances, three to four days will be sufficient to eliminate chlorine from the water.

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It is recommended that swimming pool water, free of chlorine, be discharged to the ground surface (i.e. lawn). The discharge should be directed onto a vegetated surface to encourage infiltration. The discharge should not flow onto any other persons' property or create nuisance conditions. If the discharge flow is to occur across bare soil areas, care should be taken to prevent soil erosion. This can be done in several ways. The flow rate can be reduced to prevent erosion (use a small diameter hose), additional piping or hose can be placed over the erosive area to prevent soil/water contact, and/or sod can be laid in the bare area.

All measures shall be taken to discharge to the ground. If it is not possible to discharge swimming pool water to the ground surface, contact your stormwater representatives listed in Section 1. In no case should you discharge chlorinated water to any surface water (storm sewer, ditch, lake, wetland, etc.). In addition, swimming pools should not be discharged into individual sewage treatment systems. The large volume of water can reduce treatment efficiency and can cause other significant problems (i.e. flush solids into the drain field, create a surface outbreak of sewage, etc.).

3.3 Landscaping

Landscaping and vegetation should be cared for throughout the year to ensure that proper sediment removal and infiltration is maintained. Landscape operations may result in grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides, and other pollutants to fall or be left on paved areas. All trimmings shall be removed from the Property. This waste material will settle in our storm drain system increasing maintenance cost. Additionally, solid and dissolved waste in stormwater runoff can pass through the storm drain system, ultimately polluting the state of Utah's water bodies.

BMP Description: Maintenance of Landscaped Slopes	
Installation Schedule:	Ongoing (Daily)
Maintenance and Inspection:	<ul style="list-style-type: none"> • Landscaping must be inspected after large storm events • Any landscaping rock lost during storm events must be replaced immediately. • Any landscaped slopes should be checked quarterly to ensure that Landscape Rock is still in place and replaced when needed. • Landscaped areas should be checked quarterly to ensure that filter fabric beneath rock is in place and intact. Replace deficient areas when needed.
Responsible Staff:	Routine inspections and maintenance by facility owner or property manager. Annual inspections by registered post-construction stormwater inspector.

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BMP Description: Landscape material management

Installation Schedule:	SOP to be applied whenever landscape material is brought on site.
Maintenance and Inspection:	<ul style="list-style-type: none"> • Pesticides and herbicides are not permitted in detention/retention basins or in areas that may encounter stormwater runoff. Stockpiled materials such as mulches and topsoil will be contained when they are not actively being used. • Application of any erodible landscape material will be discontinued within 2 days of a forecasted rain event or during periods of precipitation. • Erodible landscape material will be applied at quantities and rates recommended by the manufacturer or based on written specifications by knowledgeable and experienced field personnel. • Erodible landscape material will be contained on pallets and covered or stores when they are not being used or applied. • Stockpiled material will be inspected during routine LTSWM inspections when onsite.
Responsible Staff:	Routine inspections and maintenance by facility owner or property manager. Annual inspections by registered post-construction stormwater inspector.

3.4 Equipment and Outside Storage

All materials and equipment must be stored in such a manner as to prevent debris from entering stormwater systems. Stored materials, inlets, curb lines, equipment, and other stormwater structures should be routinely inspected for spills, leaks, or a buildup of debris with potential to discharge into stormwater structures. Spills and leaks must be cleaned up and immediately disposed of in the proper waste disposal receptacle. Install drip pans under leaky vehicles and when performing routine maintenance. Storage areas should be inspected monthly and following storm events.

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SECTION 4: POLLUTION PREVENTION STANDARDS

4.1 Potential Sources of Pollution

Pollutant-Generating Activity	Pollutants or Pollutant Constituents (that could be discharged if exposed to storm water)	Location on Site (for reference SWPPP site map where this is shown)
Landscaping and installation of topsoil	Sediment	Disturbed areas not otherwise stabilized
Driving on Unpaved surfaces	Dust	Entire project areas not stabilized.
Materials stockpiles	Sediment	Where shown on plans or temporary stockpile locations.
Pulverizing	Dust	Entire project where shown on plans.

Potential pollutants and sources, other than sediment, to stormwater runoff:

Pollutant-Generating Activity	Pollutants or Pollutant Constituents (that could be discharged if exposed to storm water)	Location on Site (or reference SWPPP site map where this is shown)
Removal of Structures and Obstructions	Demolition materials, including concrete, wood, and metals	As shown on plans for removal
Pesticides and Herbicides	Pesticides and Herbicides of various chemical compositions.	Throughout site or as shown on plans
Cleaning solvents	Perchloroethylene, methylene chloride, trichloroethylene, petroleum distillates, acids	Vehicle washing, building and sidewalk washing
Paints	Metal oxides, Stoddard solvent, talc, calcium carbonate, arsenic	Roadway striping and pavement marking, building facade, temporary or permanent
Wood preservatives	Stoddard solvent, petroleum distillates, arsenic, copper, chromium	Sign posts, fencing

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Pollutant-Generating Activity	Pollutants or Pollutant Constituents (that could be discharged if exposed to storm water)	Location on Site (or reference SWPPP site map where this is shown)
Hydraulic oil / fluids	Mineral oil	Leaks or broken hoses from equipment
Gasoline	Benzene, ethyl benzene, toluene, xylene, MTBE	Secondary containment / staging areas
Diesel Fuel	Petroleum distillates, oil & grease, naphthalene, xylenes	Secondary containment / staging areas
Antifreeze / coolant	Ethylene glycol, propylene glycol, heavy metals (copper, lead, zinc)	Leaks or broken hoses from equipment

4.2 Non-Storm Water Discharges

Authorized Non-Storm Water Discharges	Comments
Discharges from emergency fire-fighting	Not anticipated
Fire hydrant flushing	Not anticipated
Landscape irrigation	No runoff of irrigations water to ditches or roadway
Waters used to wash vehicles and equipment	Collect all runoff or discharge to vegetated buffers
Water used to control dust	Apply in amounts to prevent runoff
Potable water including uncontaminated water line flushing	Collect all runoff or discharge to vegetated buffers
Routine external building wash down	Collect all runoff or discharge to vegetated buffers
Pavement wash waters	Collect all runoff or discharge to vegetated buffers
Uncontaminated air conditioning or compressor condensate	Collect all runoff or discharge to vegetated buffers

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SECTION 5: POLLUTION PREVENTION

5.1 Spill Prevention and Response

These practices are implemented to prevent and control spills to ensure that spills and leaks do not result in water quality impacts. This SOP applies to all site activities. Spill prevention and control measures shall be implemented any time chemicals or hazardous substances are used, stored, or handled. If petroleum products are stored in containers of 55 gallons or more with a total stored volume over 1,320 gallons, a Spill Prevention, Control, and Countermeasures Plan will be developed for this facility and its requirements will be incorporated herein. Spill prevention and control measures will include:

Spill Prevention Procedures

- Facility areas and activities potentially susceptible to spills shall be identified. Areas and activities that are most vulnerable to spills include: loading and unloading areas, fuel and material storage areas, process activities, dust or particulate generating processes, and waste disposal activities.
- Spills shall be contained and cleaned up as soon as possible.
- If complete cleanup is not immediately possible, then spills shall be fully covered and not exposed to rainfall.
- Spills shall not be washed down or buried.
- Residuals left over from the cleanup activity such as absorbent pads or containers of spill material shall be disposed of properly.
- Proper spill and illicit discharge reporting procedures shall be followed for both hazardous and non-hazardous materials.
- An area where a spill has occurred shall be inspected to verify that spill residuals are not present after the initial cleaning and that the area does not need to be re-cleaned.
- Emergency phone numbers shall be posted at the construction area.
- Personnel shall be trained in emergency response procedures.
- Proper notification of regulatory agencies shall occur in the event of a reportable spill.

Cleanup Response Procedures

Response guidelines have been identified below for responding to spills that may potentially result in an illicit discharge. It is the contractor's responsibility to have all emergency phone numbers available at the construction site as well to notify the proper response agencies in a timely manner. It is also the contractor's responsibility to ensure timely and proper cleanup of any spill.

- Clean up spill immediately. Use absorbent materials if the material is on an impermeable surface.
- Construct an earthen dike to contain a spill on dirt areas. If rainfall is present at the time of the spill, cover the spill with a tarp to prevent contaminating runoff.
- Use a licensed contractor or HazMat team to properly clean up spills as needed.
- Dispose of the absorbent and other response material properly, in accordance with applicable laws and regulations.
- Do not hose down spill area with water.

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Any discharges in 24 hours equal to or in excess of the reportable quantities listed in 40 CFR 117, 40 CFR 110, and 40 CFR 302 will be reported to the National Response Center and the Division of Water Quality (DWQ) as soon as practical after knowledge of the spill is known to the permittees. The permittee shall submit within 14 calendar days of knowledge of the release a written description of: the release (including the type and estimate of the amount of material released), the date that such release occurred, the circumstances leading to the release, and measures taken and/or planned to be taken to the Division of Water Quality (DWQ), 288 North 1460 West, P.O. Box 144870, Salt Lake City, Utah 84114-4870. The Storm Water Pollution Prevention Plan must be modified within 14 calendar days of knowledge of the release to provide a description of the release, the circumstances leading to the release, and the date of the release. In addition, the plan must be reviewed to identify measures to prevent the reoccurrence of such releases and to respond to such releases, and the plan must be modified where appropriate.

Agency	Phone Number
National Response Center	(800) 424-8802
Division of Water Quality (DWQ) 24-Hr Reporting	(801)-231-1769 (801) 536-4123
Utah Department of Health Emergency Response	(801) 580-6681
City of St. George Fire Department	(435) 627-4150
City of St. George Police Department	(435) 627-4300
City of St. George Engineering Department	(435) 627-4050

Material	Media Released To	Reportable Quantity
Engine oil, fuel, hydraulic & brake fluid	Land	25 gallons
Paints, solvents, thinners	Land	100 lbs (13 gallons)
Engine oil, fuel, hydraulic & brake fluid	Water	Visible Sheen
Antifreeze, battery acid, gasoline, engine degreasers	Air, Land, Water	100 lbs (13 gallons)
Refrigerant	Air	1 lb

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5.2 Other Pollution Prevention Practices

BMP Description: General site cleanliness and housekeeping	
Installation Schedule:	Ongoing
Maintenance and Inspection:	Inspect the site daily for general cleanliness and keep the site clean and organized. Trash and debris shall be removed from the Property regularly to ensure that the Facilities function properly and operate effectively. Trash often collects at inlet and outlet structures. These structures must be regularly inspected and cleaned as needed or following a storm event.
Responsible Staff:	Routine inspections and maintenance by facility owner or property manager. Annual inspections by registered post-construction stormwater inspector.

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SECTION 6: INSPECTIONS & CORRECTIVE ACTIONS

6.1 Inspections

The property owner shall report annually to the City on the City's approved forms or the City's online reporting system, detailing the facility's compliance with the requirements of this Agreement.

1. **Inspection Personnel:** Identify the person(s) who will be responsible for conducting inspections and describe their qualifications:

Landmark Testing and Engineering

Brianna Vasquez, RSI, ECS

Jeff Webb, RSI, RSW, ECS

Randy Guymon, RSI, ECS

Holli Hughes, RSI

Krystle Lake, RSI

John Anderson, RSI

See Appendix C for Certifications

3. **Inspection Report**
Attach a copy of the inspection report you will use for your site.

See Appendix C

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SWPPP APPENDICES

- Appendix A: General Location Map
- Appendix B: Site Maps
- Appendix C: Inspection Reports and Certifications
- Appendix D: Long Term Storm Water Management Agreement
- Appendix E: Additional Information (i.e., Other permits such as dewatering, stream alteration, wetland; and out of date LTSWMP documents)

APPENDIX A
GENERAL LOCATION MAP

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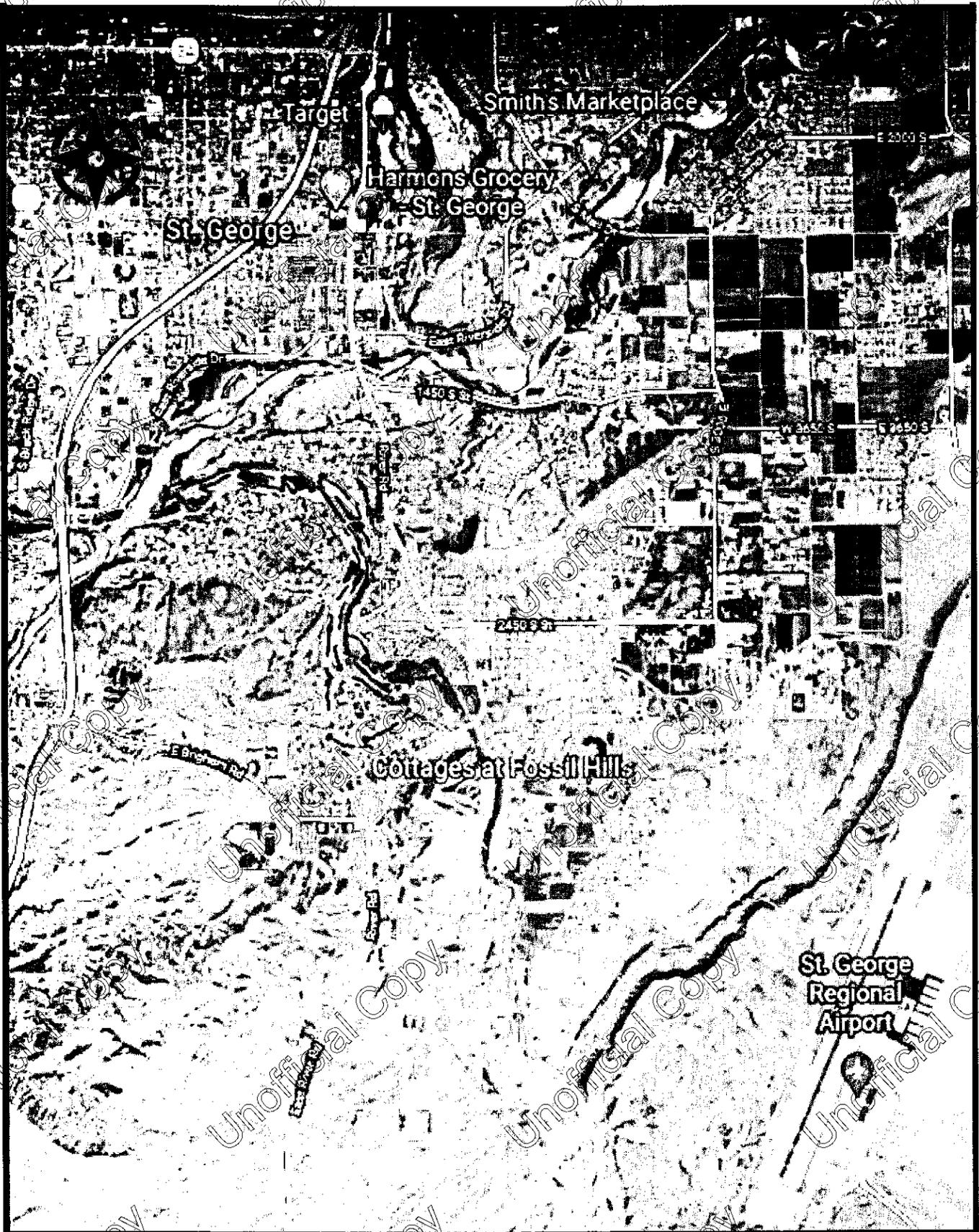
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LANDMARK

General Location Map
LANDMARK PROJECT 21025

APPENDIX B

SITE MAPS

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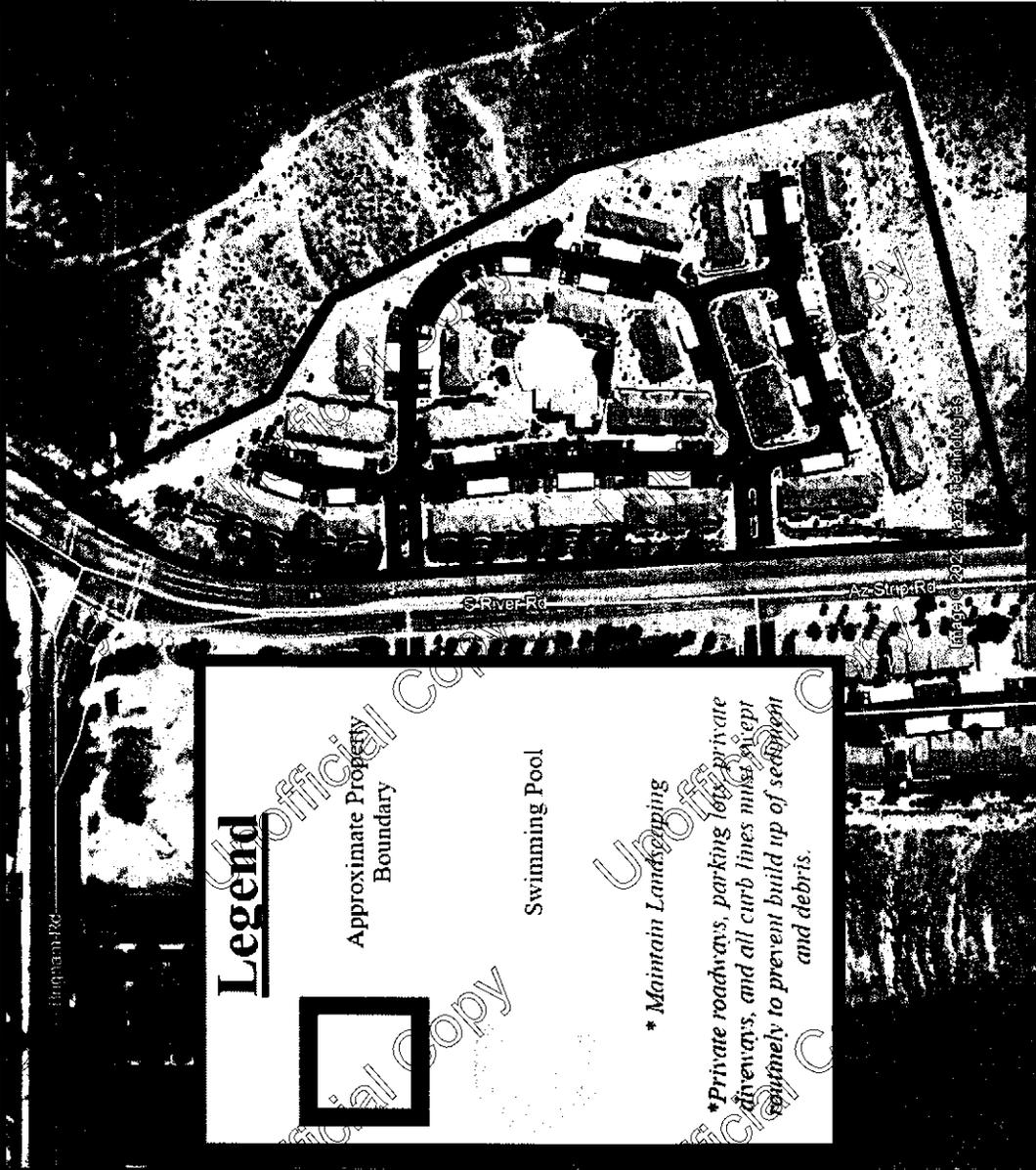
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Site BMP Map for the Cottages at Fossil Hills LTSWMP

3419 South River Road St. George, Utah 84790

North



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SECTION 7: TRAINING

7.1 Training

Employees and any contracted maintenance personnel should be trained upon hiring and a minimum of annually on the Standard Operating Procedures (SOPs) for stormwater management with regards to the facility and facility operations. Employees and any contracted maintenance personnel should be aware of the locations and proper functionality of all stormwater structures on site as well as the SOPs for maintenance and the frequency for inspections and maintenance.

Individual(s) Responsible for Training:

Describe Training Conducted:

- General stormwater and SOP awareness training for staff and subcontractors
- Detailed training for staff and subcontractors with specific stormwater responsibilities

Training Attendee Name	Title of Training	Duration	Date of Training