

RETURNED

OCT 26 2021

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/26/2021 12:05 PM
FEE \$0.00 Pgs: 13
DEP RTT REC'D FOR LAYTON CITY COR

When recorded, mail to:
Layton City Recorder
437 N. Wasatch Dr.
Layton, Utah 84041

Affects Parcel No(s): 100910083, 100910069, 100910070, 100910071, 100910072, 10-091-0076

10-91-0065

LAYTON CITY
LONG-TERM STORM WATER
MAINTENANCE AGREEMENT

This Long Term Storm Water Facilities Maintenance Agreement ("Agreement") is made and entered into this 8 day of SEPTEMBER, 2021, by and between Layton City, a Utah municipal corporation ("City"), and STONEBROOK TOWNHOME LAYTON, LLC, a LIMITED LIABILITY company ("Owner").

RECITALS

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

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

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

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner desires to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Storm Water Facilities"); and

WHEREAS, the Storm Water Facilities are more particularly described and shown in the final site plan or subdivision approved for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, summary description of all Storm Water Facilities, details and all appurtenance draining to and affecting the Storm Water Facilities and establishing the standard operation and routine maintenance procedures for the Storm Water Facilities, and control measures installed on the Property, (Long Term Storm Water Management Plan") more particularly shown in Exhibit "B" on file with the City Recorder and

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

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

1. Construction of Storm Water Facilities. The Owner shall, at its sole cost and expense, construct the Storm Water Facilities in strict accordance with the plans and specifications identified in the Development Plan, and any amendments thereto which have been approved by the City.
2. Maintenance of Storm Water Facilities. The Owner shall, at its sole cost and expense, adequately maintain the Storm Water Facilities. Owner's maintenance obligations shall include all pipes and channel built to convey storm water, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Storm Water Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Storm Water Facilities in good working condition. In the event that a maintenance schedule is set forth in the Long Term Storm Water Management Plan, such maintenance schedule shall be followed.
3. Annual Inspection of Storm Water Facilities. The Owner shall, at its sole cost and expense, inspect the Storm Water Facilities and submit an inspection report and certification to the City annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Storm Water Facilities. The annual inspection shall cover all aspects of the Storm Water Facilities, including, but not limited to, the parking lots, the structural improvements, berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by June 30th of each year and shall be on forms acceptable to the City.
4. City Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities whenever deemed necessary by the City. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Storm Water Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Storm Water Facilities Maintenance Plan.
5. Notice of Deficiencies. If the City finds that the Storm Water Facilities contain any defects or

are not being maintained adequately, the City shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time to cure such defects or deficiencies. Such notice shall be hand-delivered to the Owner or sent certified mail to the Owner at the Property address.

6. Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Storm Water Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Storm Water Facilities are adequately maintained and continue to operate as designed and approved.
7. City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Storm Water Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided in Section 5, the City may enter upon the Property and take whatever steps necessary to correct deficiencies and to charge the costs of such repairs to the Owner. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Storm Water Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in lieu of any and all legal remedies available to the City as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.
8. Reimbursement of Costs. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.
9. Successors and Assigns. This Agreement shall be recorded in the Davis County Recorder's Office and the covenants and agreements contained herein shall run with the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.
10. Severability Clause. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors and assigns, is held invalid, the remainder of this Covenant shall not be affected thereby.
11. Utah Law and Venue. This Agreement shall be interpreted under the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Davis County, Utah.
12. Indemnification. This Agreement imposes no liability of any kind whatsoever on the City, and the Owner agrees to hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly. The Owner shall indemnify and hold the City harmless for any

and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from the construction, presence, existence, or maintenance of the Storm Water Facilities.

13. Amendments. This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Davis County Recorder's Office.
14. Subordination Requirement. If there is a lien, trust deed or other property interest recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to the Agreement.
15. Exhibit B. The Long Term Storm Water Management Plan (LTSWMP) must adapt to change in good judgement when site conditions and operations change and when existing programs are ineffective. Exhibit B will not be filed with the agreement at County Recorder but is included by reference and kept on file with the City Recorder. Revision applications must be filed with the City ENGINEER and amended into the LTSWMP on file with the Layton City Recorder.

[Signature and Notary pages to follow]

IN WITNESS WHEREOF, the OWNER has executed this Storm Water Facilities Maintenance Agreement
this 9 day of September, 2021.

OWNER:

[Signature]

OWNER'S SIGNATURE

(Signature must be notarized on following pages)

Nathan W. Pugsley, Manager
OWNER'S NAME & TITLE

ATTEST:



Kimberly S Read
KIMBERLY S READ, City Recorder

LAYTON CITY ACCEPTANCE:

[Signature]

ALEX R. JENSEN, City Manager

SCT

Approved as to Form:

By: [Signature]

Date: 9-13-21

CITY ACKNOWLEDGMENT

STATE OF UTAH

:ss.

COUNTY OF DAVIS

On this 16 day of September, 2021, personally appeared before me Alex R. Jensen, who being duly sworn, did say that he/she is the City Manager of LAYTON CITY, a municipal corporation of the State of Utah, and that the foregoing Storm Water Facilities Maintenance Agreement was signed in his capacity as land use authority on behalf of the City for approval of Storm Water Facilities Maintenance Agreements.



Tori L. Campbell
Notary Public

OWNER NOTARY

(Complete only if signing as an individual)

STATE OF _____

:ss.

COUNTY OF _____

On this _____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that he/she is the legal property owner of record of the property subject to this Storm Water Facilities Maintenance Agreement and that he/she has executed this Agreement with full authority to do so.

Notary Public

(See Following Page for Corporation/Partnership and Limited Liability Company Notaries)

(Complete only if signing on behalf of a Corporation/Partnership)

STATE OF _____
:ss.
COUNTY OF _____

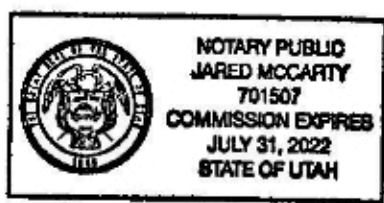
On this _____ day of _____, 20____, personally appeared before me _____ who being by me duly sworn did say that he/she is the _____ of _____ a _____ corporation/partnership, and that _____ is the legal property owner of record of the property subject to this Storm Water Facilities Maintenance Agreement and that the foregoing Storm Water Facilities Maintenance Agreement was signed in behalf of said corporation/partnership by authority of its Board of Directors/by-laws, and he/she acknowledged to me that said corporation/partnership executed the same.

NOTARY PUBLIC

(Complete only if signing on behalf of a Limited Liability Company)

STATE OF UTAH
:ss.
COUNTY OF DAVIS

On this 9 day of SEPTEMBER, 2021, personally appeared before me NATHAN DIXLEY who being by me duly sworn did say that he/she is the MANAGER of STONECROCK TOWNHOMES LAYDN, a limited liability company, and that the foregoing Storm Water Facilities Maintenance Agreement was signed in behalf of said company by authority, and he/she acknowledged to me that said company executed the same.



[Signature]
NOTARY PUBLIC

****IF ADDITIONAL SIGNERS AND/OR NOTORIAL WORDING ARE NECESSARY, PLEASE NOTATE ANY ADDITIONS ON THIS NOTARY PAGE AND ATTACH A STATE APPROVED NOTARIAL CERTIFICATE, WHICH IDENTIFIES THE DOCUMENT THE ATTACHED NOTARIAL CERTIFICATE RELATES TO, AS WELL AS, THE NUMBER OF PAGES IN THE DOCUMENT****

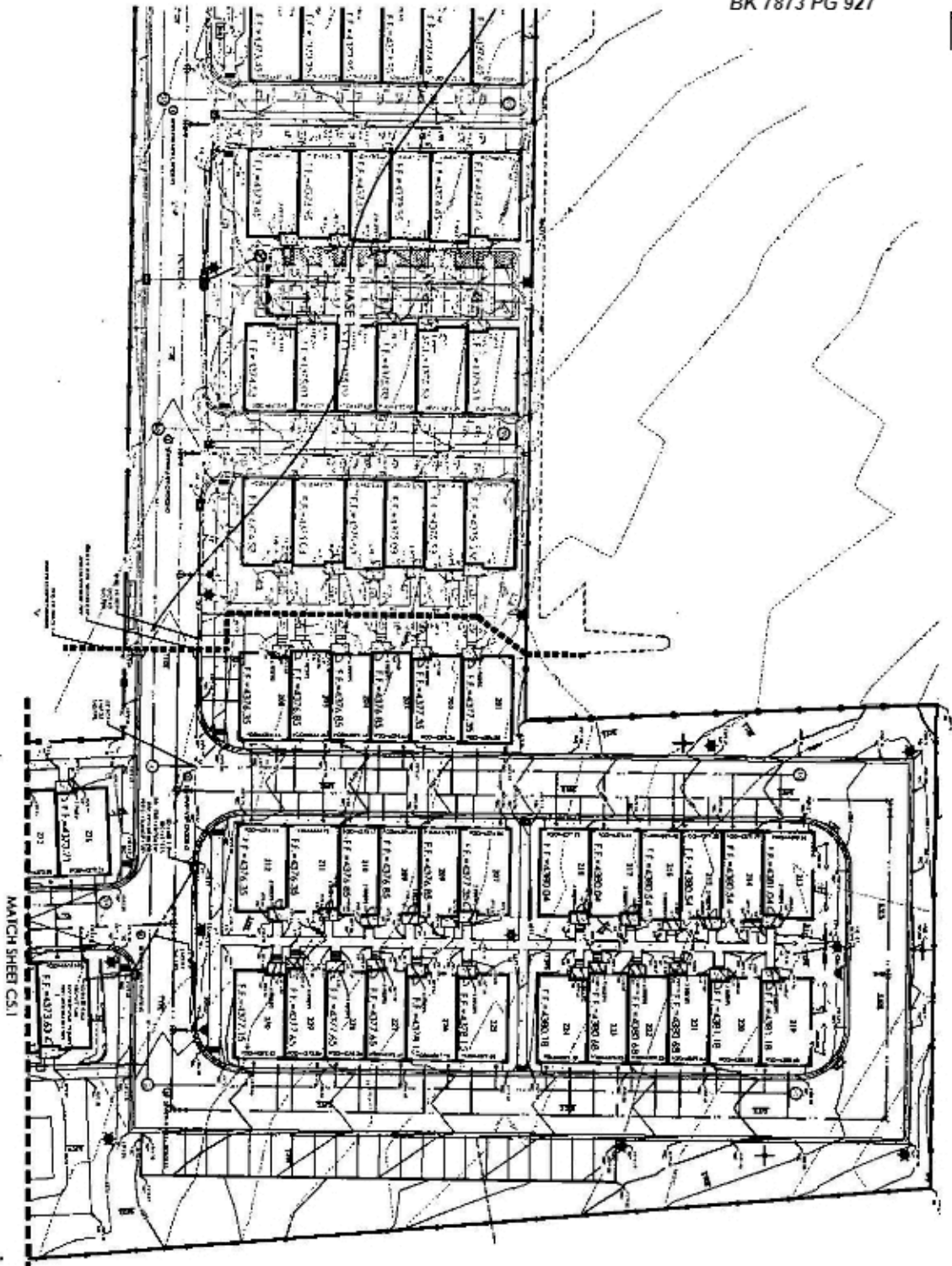
BOUNDARY DESCRIPTION

A portion of the SE1/4 of Section 21, Township 4 North, Range 1 West, Salt Lake Base and Meridian, more particularly described:

Beginning at a point on the North Line of Gentile Street, located S89°29'50"W along the Section line 1,580.75 feet and N00°30'10"W 11.99 feet from the Southeast Corner of Section 21, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence N89°19'00"W along the North Line of Gentile Street 120.64 feet; thence N03°48'00"W 168.53 feet to the extension of the Northerly wall of an existing building as described in Entry No. 3174718, Book 7311, Pages 404-405, recorded July 25, 2019 in the Office of the Davis County Recorder; thence S85°22'01"W to and along the said building line 104.48 feet to the Westerly line of that Real Property described in Entry No. 3315658, Book 7638, Page 3301-3305, recorded November 16, 2020 in the Office of the Davis County Recorder; thence N02°29'33"W along said deed 353.99 feet; thence N89°19'00"W 37.13 feet to and along that Real Property described in Entry No. 3048810, Book 6861, Pages 500-501, recorded October 2, 2017 in the Office of the Davis County Recorder; thence N00°41'00"E 168.00 feet to said deed; thence S89°19'00"E 27.81 feet to the Westerly line of that Real Property described in Entry No. 3315658, Book 7638, Page 3301-3305, recorded November 16, 2020 in the Office of the Davis County Recorder; thence N02°29'33"W along said deed 171.64 feet to a point 851.16 feet perpendicularly distant from the North line of Gentile Street; thence S89°19'00"E 199.15 feet to the West line of that Real Property described in Entry No. 3237374, Book 7479, Page 285, recorded March 27, 2020 in the Office of the Davis County Recorder; thence S04°29'43"E 854.65 feet to the North line of Gentile Street and the point of beginning.

Contains: 170,307 square feet or 3.91-acres+/-

(Note: Rotate bearings 0°20'49" clockwise to convert bearings to NAD83)



MATCH SHEET CS1



GRAPHIC SCALE
1" = 20'



LEGEND

○	1" DIAMETER CURB
●	2" DIAMETER CURB
⊙	3" DIAMETER CURB
⊚	4" DIAMETER CURB
⊛	5" DIAMETER CURB
⊜	6" DIAMETER CURB
⊝	8" DIAMETER CURB
⊞	10" DIAMETER CURB
⊠	12" DIAMETER CURB
⊡	14" DIAMETER CURB
⊣	16" DIAMETER CURB
⊥	18" DIAMETER CURB
⊦	20" DIAMETER CURB
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⊯	38" DIAMETER CURB
⊰	40" DIAMETER CURB
⊱	42" DIAMETER CURB
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REVISION	DATE	BY	DESCRIPTION

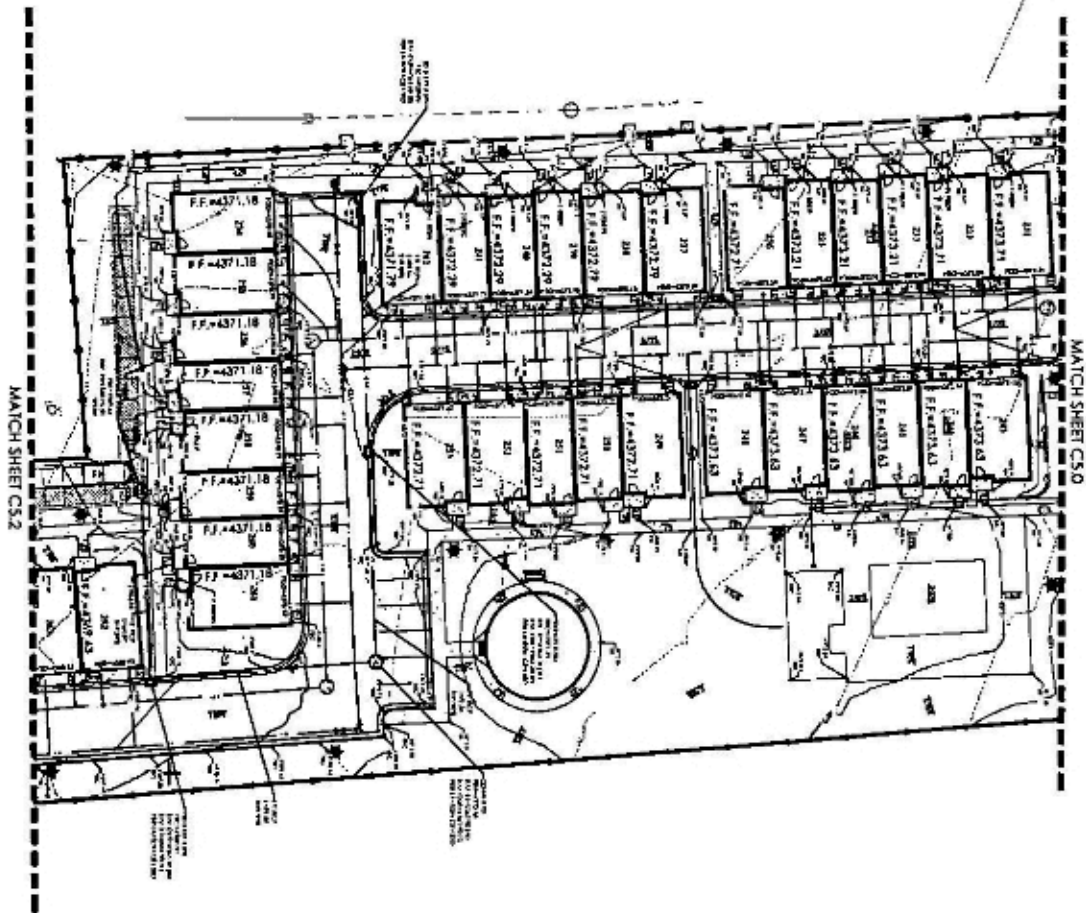
DRAINAGE PLAN

CS0

STONEBROOK TOWNS PHASE 2
80 N. FORT LANE, LAYTON, UTAH
DRAINAGE PLAN



FOCUS
ENGINEERING AND SURVEYING, LLC
www.focus-tech.com
MOYALE, UTAH 84057 PH (435) 795-6000



GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES AND THE UTAH SUBDIVISION MAP ACT.
2. THE DRAINAGE PLAN IS BASED ON THE DATA PROVIDED BY THE CLIENT AND THE SURVEYOR'S FIELD NOTES.
3. THE DRAINAGE PLAN IS BASED ON THE ASSUMPTION THAT THE EXISTING GROUND SURFACE IS AS SHOWN ON THE SURVEY MAP.
4. THE DRAINAGE PLAN IS BASED ON THE ASSUMPTION THAT THE EXISTING DRAINAGE SYSTEM IS AS SHOWN ON THE SURVEY MAP.
5. THE DRAINAGE PLAN IS BASED ON THE ASSUMPTION THAT THE EXISTING UTILITIES ARE AS SHOWN ON THE SURVEY MAP.
6. THE DRAINAGE PLAN IS BASED ON THE ASSUMPTION THAT THE EXISTING STRUCTURES ARE AS SHOWN ON THE SURVEY MAP.
7. THE DRAINAGE PLAN IS BASED ON THE ASSUMPTION THAT THE EXISTING ROADS ARE AS SHOWN ON THE SURVEY MAP.
8. THE DRAINAGE PLAN IS BASED ON THE ASSUMPTION THAT THE EXISTING UTILITIES ARE AS SHOWN ON THE SURVEY MAP.
9. THE DRAINAGE PLAN IS BASED ON THE ASSUMPTION THAT THE EXISTING STRUCTURES ARE AS SHOWN ON THE SURVEY MAP.
10. THE DRAINAGE PLAN IS BASED ON THE ASSUMPTION THAT THE EXISTING ROADS ARE AS SHOWN ON THE SURVEY MAP.



REV.	DATE	DESCRIPTION
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DRAINAGE PLAN
CS.1

STONEBROOK TOWNS PHASE 2
80 N. FORT LANE, LAYTON, UTAH
DRAINAGE PLAN



FOCUS
ENGINEERING AND SURVEYING, LLC
2703 FORT LANE, SUITE 200
LAYTON, UTAH 84041
PH: (801) 735-0071
WWW.FOCUS-UTAH.COM

Channel Report

Channel Name	Channel ID	Channel Type	Channel Material	Channel Slope	Channel Width	Channel Depth	Channel Velocity	Channel Capacity

Channel Data

Station	Channel ID	Channel Type	Channel Material	Channel Slope	Channel Width	Channel Depth	Channel Velocity	Channel Capacity
1+00	101	101	101	101	101	101	101	101
2+00	102	102	102	102	102	102	102	102
3+00	103	103	103	103	103	103	103	103
4+00	104	104	104	104	104	104	104	104
5+00	105	105	105	105	105	105	105	105
6+00	106	106	106	106	106	106	106	106
7+00	107	107	107	107	107	107	107	107
8+00	108	108	108	108	108	108	108	108
9+00	109	109	109	109	109	109	109	109
10+00	110	110	110	110	110	110	110	110

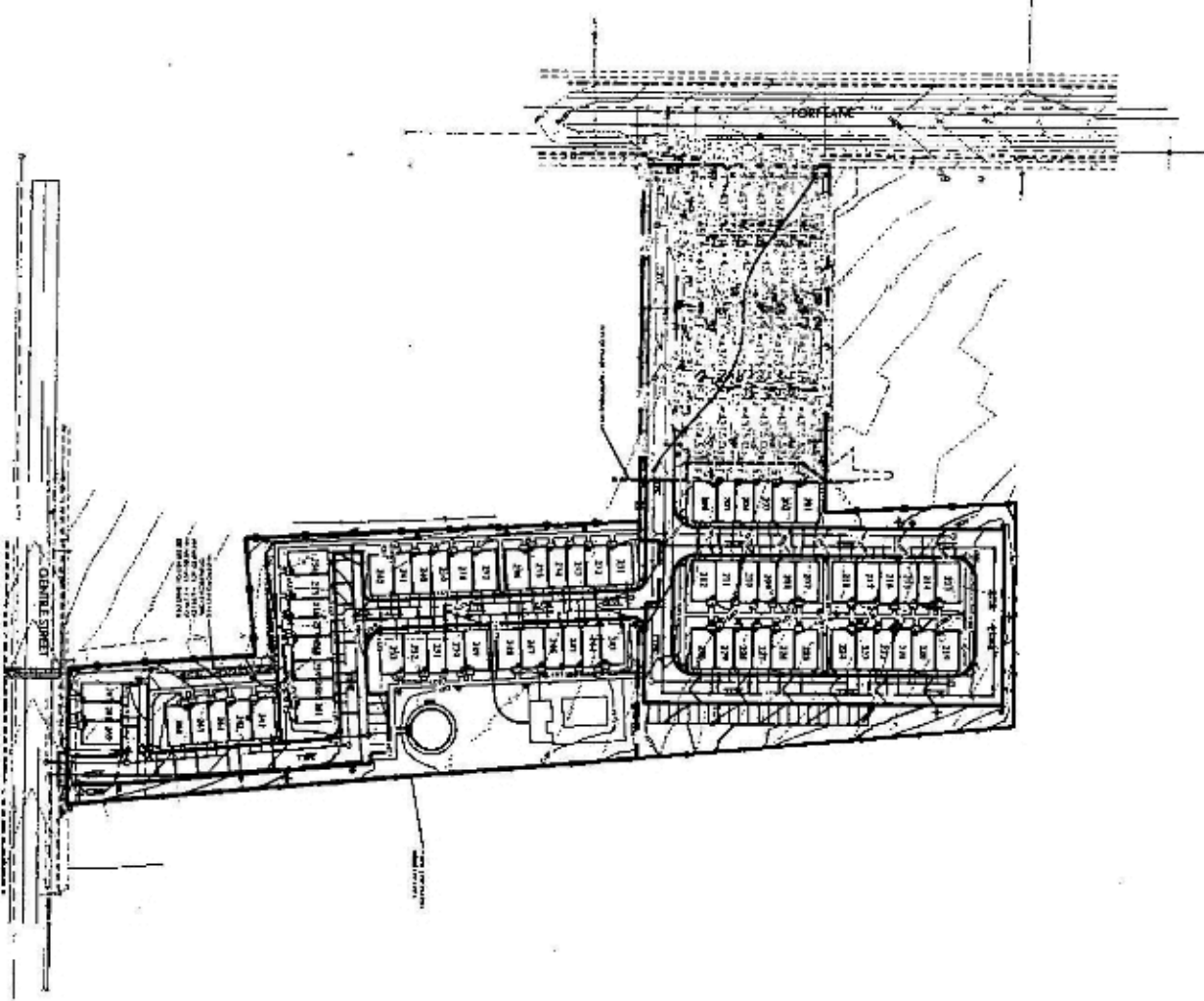
Channel Summary

Channel Name	Channel ID	Channel Type	Channel Material	Channel Slope	Channel Width	Channel Depth	Channel Velocity	Channel Capacity

Channel Notes

Channel Report

FOCUS



GRAPHIC SCALE

1" = 100'

811

Call Before You Dig

FOCUS

ENGINEERING AND SURVEYING, LLC

444 S. HIGH STREET SUITE 100
MID VALLEY, UTAH 84047 PH (801) 734-4115
www.FocusUtah.com

NO.	DATE	DESCRIPTION
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MASTER DRAINAGE PLAN

CS 3

STONEBROOK TOWNS PHASE 2
80 N. FORT LANE, LAYTON, UTAH
MASTER DRAINAGE PLAN

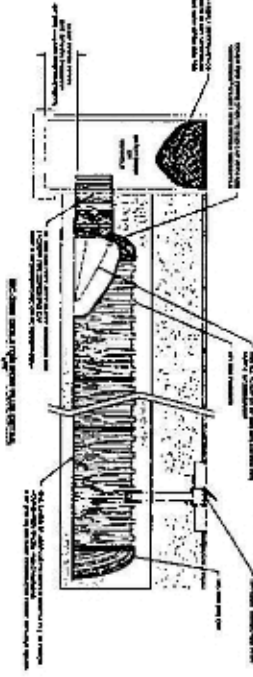


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ENGINEERING AND SURVEYING, LLC
444 S. HIGH STREET SUITE 100
MID VALLEY, UTAH 84047 PH (801) 734-4115
www.FocusUtah.com

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	08/14/2014	JL	MS
2	REVISED PER COMMENTS	08/14/2014	JL	MS
3	REVISED PER COMMENTS	08/14/2014	JL	MS
4	REVISED PER COMMENTS	08/14/2014	JL	MS
5	REVISED PER COMMENTS	08/14/2014	JL	MS
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7	REVISED PER COMMENTS	08/14/2014	JL	MS
8	REVISED PER COMMENTS	08/14/2014	JL	MS
9	REVISED PER COMMENTS	08/14/2014	JL	MS
10	REVISED PER COMMENTS	08/14/2014	JL	MS



SECTION 10000 - STORMWATER CONTROL DEVICES
PART 1 - SUMMARY
A. Section Includes
1. Stormwater Chamber
B. Related Sections
1. Stormwater Collection
2. Stormwater Conveyance
PART 2 - PRODUCTS
A. Manufacturer
1. Stormwater Chamber
B. Stormwater Chamber
1. Stormwater Chamber
PART 3 - EXECUTION
A. Installation
1. Stormwater Chamber
B. Testing
1. Stormwater Chamber



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STORMTECH TOWNSHIPS PHASE
80 N. FORT LANE, LAYTON, UTAH
STORMTECH DETAILS

STORMTECH TOWNSHIPS PHASE
80 N. FORT LANE, LAYTON, UTAH
STORMTECH DETAILS

STORMTECH TOWNSHIPS PHASE

SECTION 10000 - STORMWATER CONTROL DEVICES

PART 1 - SUMMARY

A. Section Includes

- 1. Stormwater Chamber
- 2. Stormwater Chamber
- 3. Stormwater Chamber
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- 9. Stormwater Chamber
- 10. Stormwater Chamber

B. Related Sections

- 1. Stormwater Collection
- 2. Stormwater Conveyance

PART 2 - PRODUCTS

A. Manufacturer

- 1. Stormwater Chamber

B. Stormwater Chamber

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PART 3 - EXECUTION

A. Installation

- 1. Stormwater Chamber

B. Testing

- 1. Stormwater Chamber

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B. Related Sections

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PART 2 - PRODUCTS

A. Manufacturer

- 1. Stormwater Chamber

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PART 3 - EXECUTION

A. Installation

- 1. Stormwater Chamber

B. Testing

- 1. Stormwater Chamber

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9	REVISED PER COMMENTS	08/14/2014	JL	MS
10	REVISED PER COMMENTS	08/14/2014	JL	MS

STONEBROOK TOWNSHIPS PHASE
80 N. FORT LANE, LAYTON, UTAH
STORMTECH DETAILS

