



MAIL RECORDED COPY TO OWNER  
State and Institutional Trust Lands Administration  
1593 Grapevine Crossing  
Washington, Utah 84780

Desert Color St. George LLC  
817 North 900 West  
Orem, Utah 84057

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

Tax ID: SG-5-3-31-433-SLL

**CITY OF ST. GEORGE LONG-TERM STORMWATER MAINTENANCE  
AGREEMENT WITH DESERT COLOR ST. GEORGE LLC, RESPONSIBLE PARTY,  
FOR PEG APARTMENTS AND TOWNHOMES**

This Long-Term Stormwater Maintenance Agreement (“Agreement”) is made and entered into this 11th day of April 2023 by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (“City”), and Desert Color St. George LLC Responsible Party, with offices at 817 North 900 West, Orem Utah 84057.

**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**, the State of Utah School and Institutional Trust Lands Administration, with offices at 1593 Grapevine Crossing, Washington, Utah 84780 (“Owner”) 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**, Owner has entered into a lease agreement with Responsible Party regarding the Property so that Responsible Party may subdivide and develop the Property.

**WHEREAS**, Responsible Party recognizes that as part of the development, 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 Responsible Party 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 Responsible Party must maintain those Facilities.

**WHEREAS**, Responsible Party agree that the maintenance obligations under this Agreement remain solely with Responsible Party over the Property.

### **AGREEMENT**

**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 Responsible Party in accordance with the approved plans and specifications for the development. Responsible Party 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. Responsible Party shall report biennially to the City on the City's approved forms or City's online reporting system detailing compliance with the requirements of this Agreement. Responsible Party'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. Responsible Party 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**. Responsible Party 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 Responsible Party 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 ensure 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 Responsible Party 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 Responsible Party to cure such defects or deficiencies with a reasonable time frame for compliance. If Responsible Party fails to comply within the timeframe, City may enter the Property to cure the defects.
5. **RIGHT TO CURE DEFECTS**. Responsible Party hereby authorizes City, its authorized agents and employees, to enter upon the Property to cure the defects if Responsible Party 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. Responsible Party 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, Responsible Party 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 Responsible Party 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 Responsible Party "as is" and shall be covered by Responsible Party's indemnity provisions below. If City performs any of the necessary maintenance activities Responsible Party shall pay all of City's reasonable costs incurred in performing those necessary maintenance activities. Responsible Party's obligation to pay City's costs of performing necessary maintenance activities is a continuing obligation.

6. **COSTS.** Responsible Party shall reimburse City within thirty (30) days of receipt of an invoice for the costs incurred by City in performing necessary maintenance activities. 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 Responsible Party'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 Responsible Party. 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 Responsible Party only for such time as Responsible Party holds title to the Property and shall run with the land and pass to subsequent owners while they own the Property.
10. **COMPLIANCE WITH APPLICABLE LAWS.** Responsible Party expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Responsible Party 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 Responsible Party, 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 Responsible Party's stormwater or the Facilities. Responsible Party 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 or 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 Responsible Party's breach of this Agreement. Notwithstanding, this indemnification obligation shall not include an indemnification of the City for claims, demands, causes or 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 Responsible Party prompt written notice. Responsible Party 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. Responsible Party 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 Responsible Party. Said attorney fees shall be reasonable and subject to review by Responsible Party. Responsible Party 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, Responsible Party 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

SITLA  
Attn: Kyle Pasley  
1593 Grapevine Crossing  
Washington, Utah 84780

Desert Color St George, LLC  
Attn: Mitch Dansie  
187 North 900 West  
Orem, Utah 84057

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.** Responsible Party shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement, including to any type of owner'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 of 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 force and effect.
- 22. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this Agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this Agreement.
- 23. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
- 24. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 25. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
- 26. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.

**IN WITNESS WHEREOF,** the parties have executed this Agreement the day and year first above written.

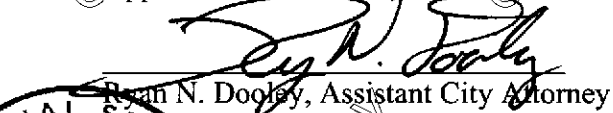
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*[Remainder of page intentionally left blank; signature pages follow]*

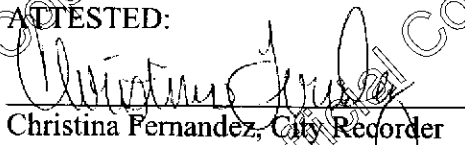
CITY: CITY OF ST. GEORGE

Approved as to form:

  
Michele Randall, Mayor

  
Ryan N. Dooley, Assistant City Attorney

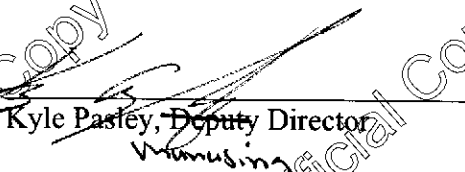
ATTESTED:

  
Christina Fernandez, City Recorder



OWNER: SITLA

RESPONSIBLE PARTY: DESERT COLOR ST. GEORGE LLC

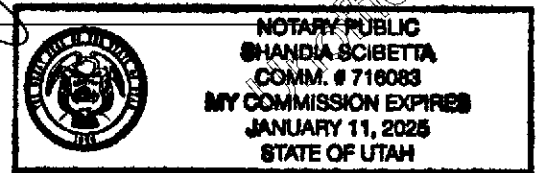
  
Kyle Pasley, Deputy Director

  
Mitch Dansie, General Manager

STATE OF UTAH )  
  ) ss.  
County of Washington )

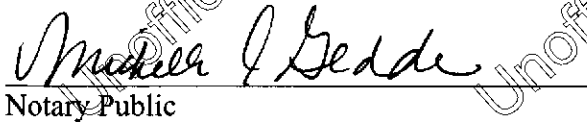
On the 23<sup>rd</sup> day of March 2023 before me, Shandia Scibetta, a notary public, personally appeared Kyle Pasley proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same voluntarily for its stated purpose.

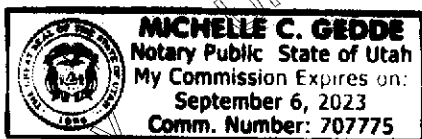
Notary Public



STATE OF UTAH )  
  ) ss.  
County of Washington )

On the 21 day of March 2023 before me, Michelle C. Gedde, a notary public, personally appeared Mitchell Dansie proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same voluntarily for its stated purpose.

  
Notary Public



**LONG-TERM STORMWATER MAINTENANCE AGREEMENT****EXHIBIT A**Legal Description(s)

Parcel SG-5-3-31-433-SLL

**LEGAL DESCRIPTION – (AS SHOWN ON WASHINGTON COUNTY RECORDS)  
 BEGINNING AT A POINT THAT LIES THENCE SOUTH 88°54'49" EAST ALONG  
 THE SECTION LINE 1123.12 FEET AND DUE NORTH 703.94 FEET FROM THE  
 WEST QUARTER CORNER OF SECTION 25, TOWNSHIP 43 SOUTH, RANGE 16  
 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH  
 49°53'33" WEST 10.36 FEET; THENCE NORTH 49°00'55" WEST 31.63 FEET;  
 THENCE NORTH 47°14'38" WEST 29.95 FEET; THENCE NORTH 39°33'48" WEST  
 40.47 FEET; THENCE NORTH 39°50'12" WEST 18.48 FEET; THENCE NORTH  
 42°41'51" WEST 35.51 FEET; THENCE NORTH 39°14'18" WEST 21.93 FEET;  
 THENCE NORTH 40°30'56" WEST 21.86 FEET; THENCE NORTH 34°01'53" WEST  
 32.28 FEET; THENCE NORTH 32°33'12" WEST 43.21 FEET; THENCE NORTH  
 33°11'25" WEST 21.57 FEET; THENCE NORTH 33°32'21" WEST 36.25 FEET;  
 THENCE NORTH 32°55'01" WEST 44.95 FEET; THENCE NORTH 34°31'14" WEST  
 64.68 FEET; THENCE NORTH 38°13'29" WEST 38.56 FEET; THENCE NORTH  
 45°31'11" WEST 34.34 FEET; THENCE NORTH 43°26'52" WEST 56.50 FEET;  
 THENCE NORTH 38°56'35" WEST 55.69 FEET; THENCE NORTH 43°38'17" WEST  
 38.77 FEET; THENCE NORTH 54°40'55" WEST 40.33 FEET; THENCE NORTH  
 50°34'57" WEST 26.44 FEET; THENCE NORTH 31°11'47" WEST 13.49 FEET;  
 THENCE NORTH 35°43'08" WEST 12.25 FEET; THENCE NORTH 50°37'49" WEST  
 10.98 FEET; THENCE NORTH 58°54'09" WEST 14.88 FEET; THENCE NORTH  
 84°17'30" WEST 4.81 FEET; THENCE SOUTH 66°22'48" WEST 4.36 FEET; THENCE  
 SOUTH 28°37'16" WEST 8.31 FEET; THENCE SOUTH 42°17'12" WEST 2.81 FEET;  
 THENCE SOUTH 72°34'02" WEST 4.82 FEET; THENCE SOUTH 84°03'20" WEST 7.01  
 FEET; THENCE NORTH 76°14'53" WEST 11.00 FEET; THENCE NORTH 76°44'42"  
 WEST 9.36 FEET; THENCE NORTH 66°17'26" WEST 21.25 FEET; THENCE NORTH  
 58°25'48" WEST 21.27 FEET; THENCE NORTH 46°22'37" WEST 8.66 FEET; THENCE  
 NORTH 31°51'38" WEST 11.49 FEET; THENCE NORTH 30°37'48" WEST 8.76 FEET;  
 THENCE NORTH 58°51'20" WEST 10.50 FEET; THENCE NORTH 65°50'23" WEST  
 11.87 FEET; THENCE NORTH 76°42'34" WEST 15.79 FEET; THENCE NORTH  
 73°27'00" WEST 18.18 FEET; THENCE NORTH 74°01'45" WEST 28.70 FEET;  
 THENCE NORTH 73°45'46" WEST 13.51 FEET; THENCE NORTH 61°10'43" WEST  
 28.35 FEET; THENCE NORTH 74°15'17" WEST 130.13 FEET; THENCE NORTH  
 61°19'08" WEST 18.46 FEET; THENCE NORTH 50°10'50" WEST 49.06 FEET;  
 THENCE NORTH 50°10'50" WEST 150.12 FEET; THENCE NORTH 32°59'21" WEST  
 181.33 FEET; THENCE NORTH 34°05'13" WEST 55.48 FEET; THENCE NORTH  
 05°25'14" WEST 114.04 FEET; THENCE NORTH 51°25'37" WEST 7.32 FEET;**



THENCE NORTH 47°27'32" EAST 170.39 FEET; THENCE NORTH 33°01'47" WEST 69.36 FEET; THENCE NORTH 56°58'13" EAST 5.79 FEET; THENCE NORTH 56°58'13" EAST 46.71 FEET; THENCE SOUTH 33°01'47" EAST 74.07 FEET; THENCE EASTERLY ALONG A 19.50 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 77°40'54" EAST A DISTANCE OF 27.41 FEET), CENTER POINT LIES NORTH 56°58'13" EAST THROUGH A CENTRAL ANGLE OF 89°18'16", A DISTANCE OF 30.39 FEET; THENCE NORTH 57°39'58" EAST 330.70 FEET; TO THE WEST RIGHT OF WAY LINE OF DESERT COLOR PARKWAY, A PUBLIC ROADWAY DEDICATED BY DOCUMENT NO. 20190000314, OFFICIAL RECORDS, WASHINGTON COUNTY, UTAH; THENCE ALONG SAID LINE THE FOLLOWING TWENTY (20) COURSES: 1) SOUTHEASTERLY ALONG A 649.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 20°36'19" EAST A DISTANCE OF 138.84 FEET), CENTER POINT LIES NORTH 75°32'06" EAST THROUGH A CENTRAL ANGLE OF 12°16'50", A DISTANCE OF 139.11 FEET, 2) SOUTHEASTERLY ALONG A 2549.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 27°25'48" EAST A DISTANCE OF 60.88 FEET), CENTER POINT LIES NORTH 63°15'16" EAST THROUGH A CENTRAL ANGLE OF 01°22'07", A DISTANCE OF 60.89 FEET, 3) SOUTH 28°53'33" EAST 69.24 FEET, 4) SOUTHEASTERLY ALONG A 2549.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 30°07'36" EAST A DISTANCE OF 40.58 FEET), CENTER POINT LIES NORTH 60°19'46" EAST THROUGH A CENTRAL ANGLE OF 00°54'44", A DISTANCE OF 40.58 FEET, 5) SOUTHEASTERLY ALONG A 199.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 27°29'44" EAST A DISTANCE OF 21.43 FEET), CENTER POINT LIES SOUTH 59°25'02" WEST THROUGH A CENTRAL ANGLE OF 06°10'27", A DISTANCE OF 21.44 FEET, 6) SOUTH 24°24'31" EAST 62.75 FEET, 7) SOUTHEASTERLY ALONG A 201.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 28°18'39" EAST A DISTANCE OF 34.46 FEET), CENTER POINT LIES NORTH 66°36'26" EAST THROUGH A CENTRAL ANGLE OF 09°50'09", A DISTANCE OF 34.51 FEET, 8) SOUTHEASTERLY ALONG A 2561.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 34°16'17" EAST A DISTANCE OF 93.20 FEET), CENTER POINT LIES NORTH 56°46'17" EAST THROUGH A CENTRAL ANGLE OF 02°05'07", A DISTANCE OF 93.21 FEET, 9) SOUTH 45°31'23" EAST 73.50 FEET, 10) SOUTHEASTERLY ALONG A 2549.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 39°55'07" EAST A DISTANCE OF 264.88 FEET), CENTER POINT LIES NORTH 53°03'35" EAST THROUGH A CENTRAL ANGLE OF 05°57'24", A DISTANCE OF 265.00 FEET, 11) SOUTH 43°45'27" EAST 76.57 FEET, 12) SOUTHEASTERLY ALONG A 2549.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 44°50'28" EAST A DISTANCE OF 19.84 FEET), CENTER POINT LIES NORTH 45°22'55" EAST THROUGH A CENTRAL ANGLE OF 00°26'46", A DISTANCE OF 19.84 FEET, 13) SOUTHEASTERLY ALONG A 199.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 41°28'48" EAST A DISTANCE OF 24.88 FEET), CENTER POINT LIES SOUTH 44°56'09" WEST THROUGH A CENTRAL ANGLE OF 07°10'06", A DISTANCE OF 24.90 FEET, 14)

SOUTH 37°53'45" EAST 53.20 FEET, 15) SOUTHEASTERLY ALONG A 201.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 42°43'37" EAST A DISTANCE OF 33.86 FEET), CENTER POINT LIES NORTH 52°06'15" EAST THROUGH A CENTRAL ANGLE OF 09°39'44", A DISTANCE OF 33.90 FEET, 16) SOUTHEASTERLY ALONG A 256.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 48°10'40" EAST A DISTANCE OF 55.39 FEET), CENTER POINT LIES NORTH 42°26'31" EAST THROUGH A CENTRAL ANGLE OF 01°14'21", A DISTANCE OF 55.39 FEET, 17) SOUTHEASTERLY ALONG A 826.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 50°06'37" EAST A DISTANCE OF 37.85 FEET), CENTER POINT LIES NORTH 41°12'09" EAST THROUGH A CENTRAL ANGLE OF 02°37'32", A DISTANCE OF 37.85 FEET, 18) SOUTH 62°57'15" EAST 78.03 FEET, 19) SOUTHEASTERLY ALONG A 814.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 65°36'00" EAST A DISTANCE OF 248.71 FEET), CENTER POINT LIES NORTH 33°11'14" EAST THROUGH A CENTRAL ANGLE OF 17°34'29", A DISTANCE OF 249.68 FEET, AND 20) SOUTH 72°36'22" EAST 38.97 FEET TO A POINT ON THE WEST BOUNDARY LINE OF DESERT COLOR ATKINVILLE RESORT SUBDIVISION, DOCUMENT NO. 20210074288, OFFICIAL RECORDS, WASHINGTON COUNTY, UTAH; THENCE ALONG SAID LINE THE FOLLOWING THREE (3) COURSES: 1) SOUTH 17°17'20" WEST 42.40 FEET, 2) SOUTH 41°25'39" WEST 175.55 FEET, AND 3) SOUTH 38°29'31" WEST 281.66 FEET, TO THE POINT OF BEGINNING.

CONTAINING 698,252 SQUARE FEET OR 16.03 ACRES.

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

Activity	Frequency	Notes
Inspection	Biennial	Responsible Party shall report biennially 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 Responsible Party will remove and dispose of all accumulated sediments which shall be disposed of properly, offsite.

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## EXHIBIT C

### Long-Term Storm Water Management Plan

for:

PEG Apartments and Townhomes  
Desert Color Parkway  
St. George, UT 84790

Owner:

SITLA  
1593 Grapevine Crossing  
Washington, UT 84780  
Email: kpasley@utah.gov

Property Manager:

PEG Companies  
145 W 200 N, Suite 100  
Provo, UT 84601  
Email: amaxfield@pegcompanies.com

SG-5-3-31-433-SLL

**LEGAL DESCRIPTION – (AS SHOWN ON WASHINGTON COUNTY RECORDS)**

**PEG DEVELOPMENT**

Beginning at a point that lies thence South 88°54'49" East along the section line 1123.12 feet and due North 703.94 feet from the West Quarter Corner of Section 25, Township 43 South, Range 16 West, Salt Lake Base and Meridian, and running thence North 49°53'33" West 10.36 feet; thence North 49°00'55" West 31.63 feet; thence North 47°14'38" West 29.95 feet; thence North 39°33'48" West 40.47 feet; thence North 39°50'12" West 18.48 feet; thence North 42°41'51" West 35.51 feet; thence North 39°14'18" West 21.93 feet; thence North 40°30'56" West 21.86 feet; thence North 34°01'53" West 32.28 feet; thence North 32°33'12" West 43.21

St. George City  
 Long-Term Storm Water Management Plan  
 October 2019

feet; thence North 33°11'25" West 21.57 feet; thence North 33°32'21" West 36.25 feet; thence North 32°55'01" West 44.95 feet; thence North 34°31'14" West 64.68 feet; thence North 38°13'29" West 38.56 feet; thence North 45°31'11" West 34.34 feet; thence North 43°26'52" West 56.50 feet; thence North 38°56'35" West 55.69 feet; thence North 43°38'17" West 38.77 feet; thence North 54°40'55" West 40.33 feet; thence North 50°34'57" West 26.44 feet; thence North 31°11'47" West 13.49 feet; thence North 35°43'08" West 12.25 feet; thence North 50°37'49" West 10.98 feet; thence North 58°54'09" West 14.88 feet; thence North 84°17'30" West 4.81 feet; thence South 66°22'48" West 4.36 feet; thence South 28°37'16" West 8.31 feet; thence South 42°17'12" West 2.81 feet; thence South 72°34'02" West 4.82 feet; thence South 84°03'20" West 7.01 feet; thence North 76°14'53" West 11.00 feet; thence North 76°44'42" West 9.36 feet; thence North 66°17'26" West 21.25 feet; thence North 58°25'48" West 21.27 feet; thence North 46°22'37" West 8.66 feet; thence North 31°51'38" West 11.49 feet; thence North 30°37'48" West 8.76 feet; thence North 58°51'20" West 10.50 feet; thence North 65°50'23" West 11.87 feet; thence North 76°42'34" West 15.79 feet; thence North 73°27'00" West 18.18 feet; thence North 74°01'45" West 28.70 feet; thence North 73°45'46" West 13.51 feet; thence North 61°10'43" West 28.35 feet; thence North 74°15'17" West 130.13 feet; thence North 61°19'08" West 18.46 feet; thence North 50°10'50" West 49.06 feet; thence North 50°10'50" West 150.12 feet; thence North 32°59'21" West 181.33 feet; thence North 34°05'13" West 55.48 feet; thence North 05°25'14" West 114.04 feet; thence North 51°25'37" West 73.32 feet; thence North 47°27'32" East 170.39 feet; thence North 33°01'47" West 69.36 feet; thence North 56°58'13" East 5.79 feet; thence North 56°58'13" East 46.71 feet; thence South 33°01'47" East 74.07 feet; thence easterly along a 19.50 foot radius curve to the left, (long chord bears South 77°40'54" East a distance of 27.41 feet), center point lies North 56°58'13" East through a central angle of 89°18'16", a distance of 30.39 feet; thence North 57°39'58" East 336.70 feet; to the west right of way line of Desert Color Parkway, a public roadway dedicated by Document No. 20190000314, official records, Washington County, Utah; thence along said line the following twenty (20) courses: 1) southeasterly along a 649.00 foot radius non-tangent curve to the left, (long chord bears South 20°36'19" East a distance of 138.84 feet), center point lies North 75°32'06" East through a central angle of 12°16'50", a distance of 139.11 feet, 2) southeasterly along a 2549.00 foot radius compound curve to the left, (long chord bears South 27°25'48" East a distance of 60.88 feet), center point lies North 63°15'16" East through a central angle of 01°22'07", a distance of 60.89 feet, 3) South 28°53'33" East 69.24 feet, 4) southeasterly along a 2549.00 foot radius non-tangent curve to the left, (long chord bears South 30°07'36" East a distance of 40.58 feet), center point lies North 60°19'46" East through a central angle of 00°54'44", a distance of 40.58 feet, 5) southeasterly along a 199.00 foot radius reverse curve to the right, (long chord bears South 27°29'44" East a distance of 21.43 feet), center point lies South 59°25'02" West through a central angle of 06°10'27", a distance of 21.44 feet, 6) South 24°24'31" East 62.75 feet, 7) southeasterly along a 201.00 foot radius non-tangent curve to the left, (long chord bears South 28°18'39" East a distance of 34.46 feet), center point lies North 66°36'26" East through a central angle of 09°50'09", a distance of 34.51 feet, 8) southeasterly along a 2561.00 foot radius compound curve to the left, (long chord bears South 34°16'17" East a distance of 93.20 feet), center point lies North 56°46'17" East through a central angle of 02°05'07", a distance of 93.21 feet, 9) South 45°31'23" East 73.50 feet, 10) southeasterly along a 2549.00 foot radius non-tangent curve to the left, (long chord bears South 39°55'07" East a distance of 264.88 feet), center point lies North 53°03'35" East through a central angle of 05°57'24", a distance of 265.00 feet, 11) South 43°45'27" East 76.57 feet, 12) southeasterly along a 2549.00 foot radius non-tangent curve to the left, (long chord bears South

44°50'28" East a distance of 19.84 feet), center point lies North 45°22'55" East through a central angle of 00°26'46", a distance of 19.84 feet, 13) southeasterly along a 199.00 foot radius reverse curve to the right, (long chord bears South 41°28'48" East a distance of 24.88 feet), center point lies South 44°56'09" West through a central angle of 07°10'06", a distance of 24.90 feet, 14) South 37°53'45" East 53.20 feet, 15) southeasterly along a 291.00 foot radius curve to the left, (long chord bears South 42°43'37" East a distance of 33.86 feet), center point lies North 52°06'15" East through a central angle of 09°39'44", a distance of 33.90 feet, 16) southeasterly along a 2561.00 foot radius compound curve to the left, (long chord bears South 48°10'40" East a distance of 55.39 feet), center point lies North 42°26'31" East through a central angle of 01°14'21", a distance of 55.39 feet, 17) southeasterly along a 826.00 foot radius compound curve to the left, (long chord bears South 50°06'37" East a distance of 37.85 feet), center point lies North 41°12'09" East through a central angle of 02°37'32", a distance of 37.85 feet, 18) South 62°57'15" East 78.03 feet, 19) southeasterly along a 814.00 foot radius non-tangent curve to the left, (long chord bears South 65°36'00" East a distance of 248.71 feet), center point lies North 33°11'14" East through a central angle of 17°34'29", a distance of 249.68 feet, and 20) South 72°36'22" East 38.97 feet to a point on the west boundary line of Desert Color Atkinville Resort Subdivision, Document No. 20210074288, official records, Washington County, Utah, thence along said line the following three (3) courses: 1) South 17°17'20" West 42.40 feet, 2) South 41°25'39" West 175.55 feet, and 3) South 38°29'31" West 281.66 feet, to the point of beginning.

Containing 698,252 square feet or 16.03 acres.

## **PURPOSE 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 storm water runoff that pollute waters of the State.

This Long-Term Storm water 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 storm water system, groundwater 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

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## SECTION 1: SITE DESCRIPTION, USE AND IMPACT

The site infrastructure at our site is limited at controlling and containing pollutants and our operations if managed improperly can contaminate the environment. This LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the pollution containment limitations of our site infrastructure and direct our maintenance operations to responsibly manage our grounds.

### **Parking, Sidewalk and flatwork**

Any sediment, leaves, debris, spilt fluids or other waste that collects on the streets, alleys and sidewalks will be carried by runoff to our storm drain inlets. This waste material will settle in the storm drain system increasing maintenance cost and solid and dissolved waste in the runoff can pass through the system ultimately polluting the Virgin River. Maintenance involves regular sweeping, but it can also involve pavement washing to remove stains, slick spots and improve appearance when necessary. Use the Pavement Maintenance and the Pavement Washing SOPs to manage pollutants that collect on the pavements.

### **Landscaping**

The landscape operations can result in grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides and other pollutants to fall or be left on the paved areas. This waste material will settle in the storm drain system increasing maintenance cost and solid and dissolved waste in the runoff can pass through the storm drain system ultimately polluting the Virgin River. The primary pollutant impairing the Virgin River is organic material, so it is vital that the paved areas with direct connection to the City storm drain systems remain clean of landscape debris. Use the Landscape Maintenance SOP to prevent this potential pollution source from affecting the Virgin River.

### **Storm Drain System**

The storm drain inlet(s) direct all runoff to a sub-grade retention system that is designed to capture floating material and heavier sediment particles, but does not trap suspended or dissolved pollutants. This retention system is susceptible to bypass and scour during large storm events and the dissolved pollutants will pass through and harm the Virgin River. Also the storm water treatment system holds water that can breed mosquitoes. It is important to regularly maintain this system to protect the Virgin River and prevent mosquito breeding. Use the Storm Drain Maintenance SOP to manage the storm drain system responsibly.

### **Waste Management**

The trash cans with lids are intended to prevent precipitation exposure minimizing liquids that can leak to pavements. Lids will also prevent the light weight trash carried off by wind. Good waste management systems, if managed improperly, can become the source of the very pollution that they were intended to control. Use the Waste Management SOP to control and manage the solid waste generated.



### **Utility System**

The roof top utility system is exposed to the roof drains which drain to the pavements. This heating and air conditioner unit contains oils and other chemicals that can harm the Virgin River if allowed to drain off the property. Liquids and other waste generated by maintenance of this system can be appropriately managed by the Spill Containment and Cleanup SOP.

### **Equipment / Outside Storage**

There is not an anticipated need for outside storage of equipment or maintenance materials on this project and therefore no additional SOP is necessary.

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## **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 an attached spreadsheet.

## **SECTION 3: RECORDKEEPING**

Maintain records of operation and maintenance activities in accordance with SOPs. Mail a copy of the record to St. George City Storm water division annually.

**SECTION 4:**

- Site Drawings and Details
- SOPs
- Recordkeeping Documents

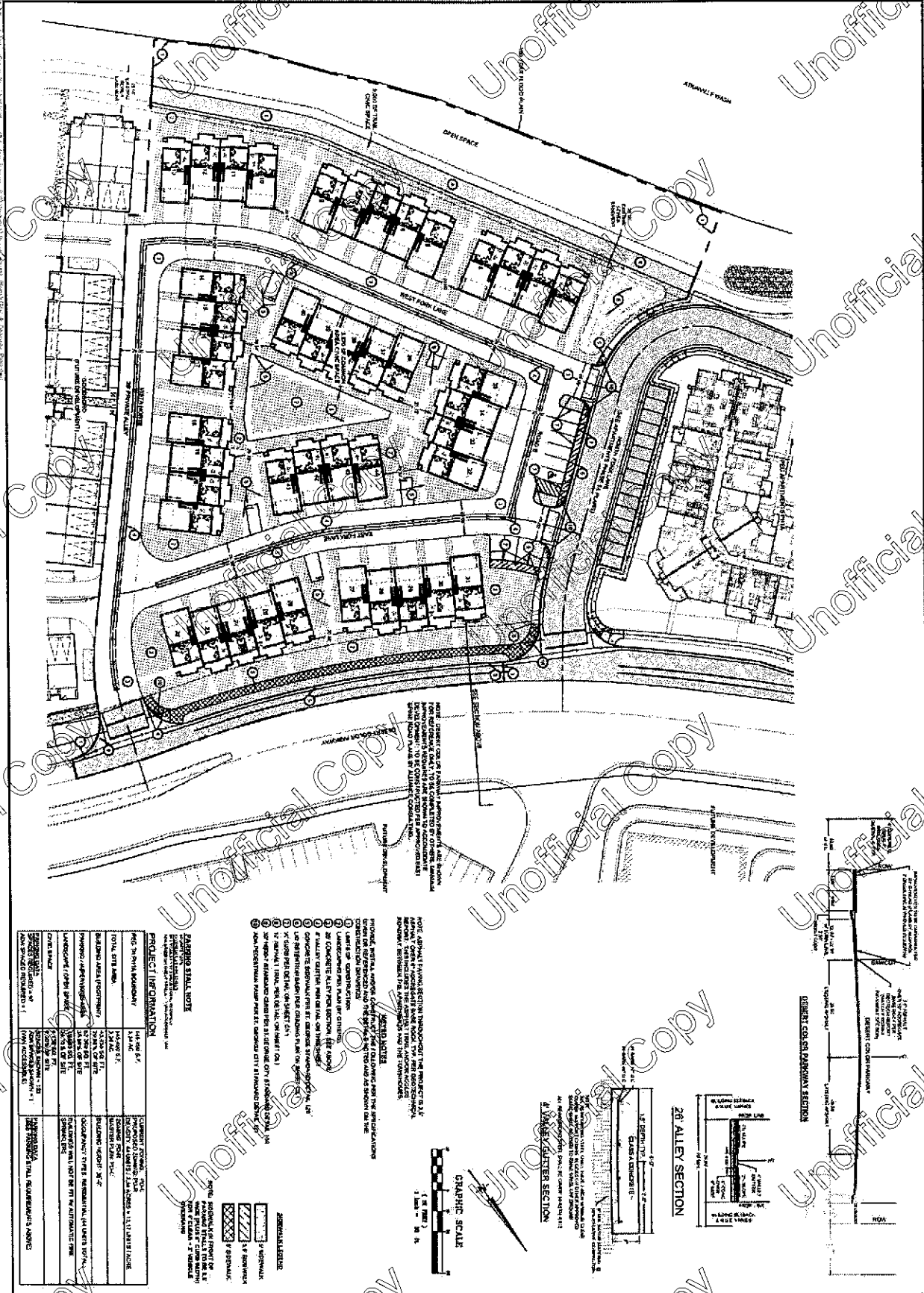
**Long-Term BMP's inspection and maintenance schedule**

Long-Term BMP's are required to be inspected by a qualified person during the installation to ensure the control is properly installed, with follow up inspections and a maintenance schedule as provided below. A list of BMP's and inspection schedule is shown below as listed in Exhibit B.

List of BMP's	Describe the inspection and maintenance schedule
Parking Lots Cleaning/Maintenance	Weekly walk-through and twice annual comprehensive
Mulch and Soils	Twice annually
Mowing and Trimming	Walkthrough and Clean up following regular maintenance
Fertilizer	Walkthrough and Clean up following each application
Storm Inlets	Twice annually
Cleanout box	Twice annually
Roof Drains	Twice annually
Floor Drains	Twice annually
Leaves – Autumn Cleanup	Once annually in the fall (prior to cold weather conditions)
Trash and Debris	Twice annually
HVAC	Twice annually
Underground Injection Control (UIC)	Twice annually

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## SITE DRAWINGS AND DETAILS



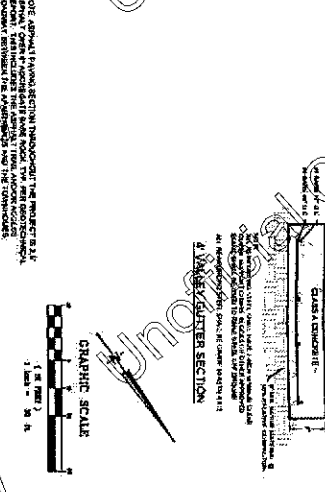
**LANDING STALL NOTE**  
 THIS PROJECT IS A LANDING STALL PROJECT. THE LANDING STALLS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF ST. GEORGE, UTAH, LANDING STALL REGULATIONS. THE LANDING STALLS SHALL BE CONSTRUCTED WITH A MINIMUM WIDTH OF 10 FEET AND A MINIMUM LENGTH OF 20 FEET. THE LANDING STALLS SHALL BE CONSTRUCTED WITH A MINIMUM SPACING OF 5 FEET BETWEEN STALLS. THE LANDING STALLS SHALL BE CONSTRUCTED WITH A MINIMUM SPACING OF 5 FEET BETWEEN STALLS.

**PROJECT INFORMATION**

PROJECT NAME	DESERT COLOR TOWNHOMES
PROJECT ADDRESS	1100 WEST PARK LANE, ST. GEORGE, UT 84790
PROJECT OWNER	DESERT COLOR DEVELOPMENT, LLC
PROJECT ARCHITECT	DESIGN PARTNERS ARCHITECTS, PLLC
PROJECT ENGINEER	BUSH & GUDGELL, INC.
PROJECT PERMIT NUMBER	11220670203
PROJECT DATE	04/13/2023
PROJECT SCALE	AS SHOWN
PROJECT SHEET NUMBER	21 OF 21

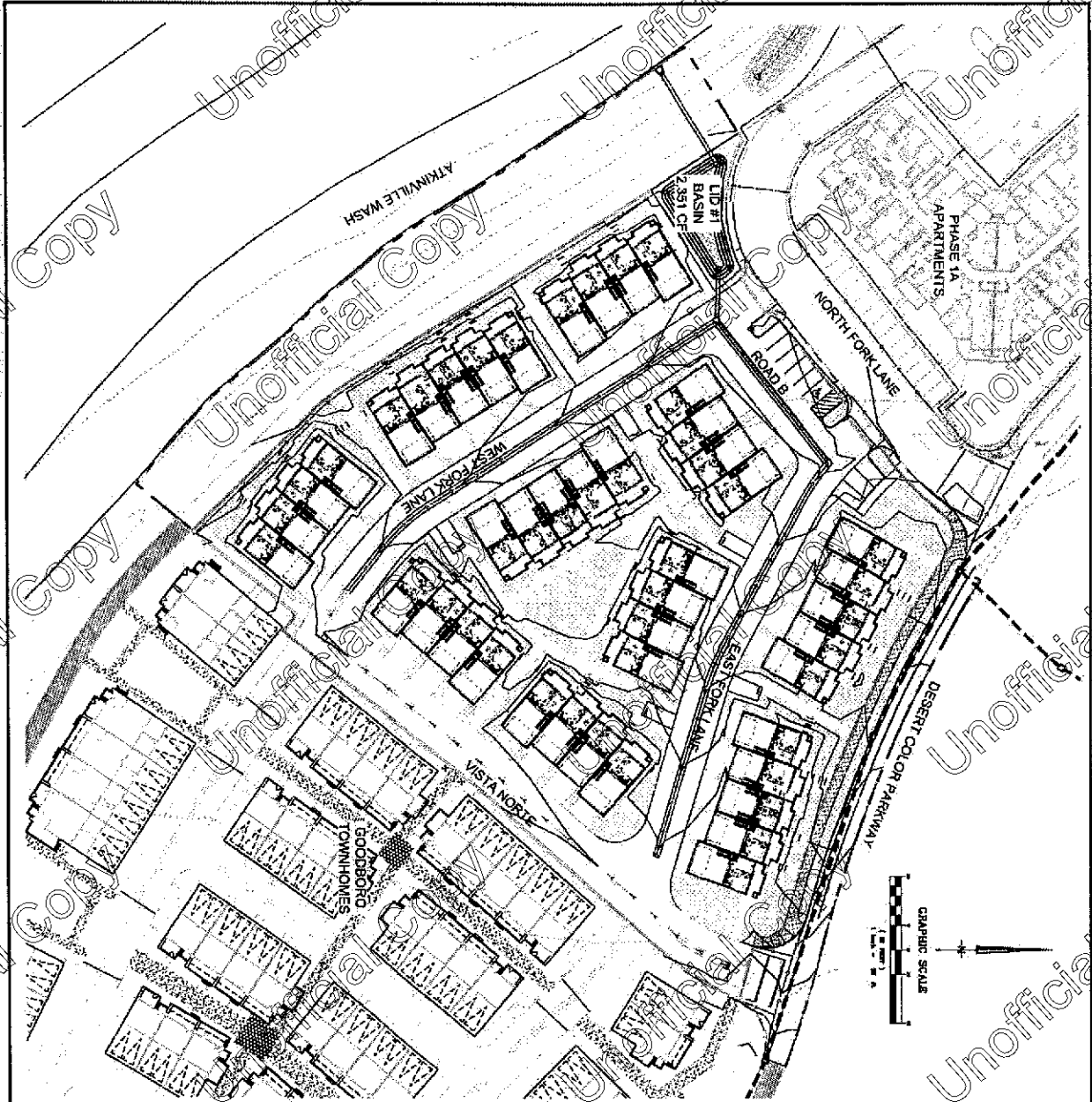
**NOTES:**

1. ALL SIGNAGE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF ST. GEORGE, UTAH, SIGNAGE REGULATIONS.
2. ALL SIGNAGE SHALL BE CONSTRUCTED WITH A MINIMUM HEIGHT OF 4 FEET AND A MINIMUM WIDTH OF 4 FEET.
3. ALL SIGNAGE SHALL BE CONSTRUCTED WITH A MINIMUM SPACING OF 5 FEET BETWEEN SIGNS.
4. ALL SIGNAGE SHALL BE CONSTRUCTED WITH A MINIMUM SPACING OF 5 FEET BETWEEN SIGNS.
5. ALL SIGNAGE SHALL BE CONSTRUCTED WITH A MINIMUM SPACING OF 5 FEET BETWEEN SIGNS.
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9. ALL SIGNAGE SHALL BE CONSTRUCTED WITH A MINIMUM SPACING OF 5 FEET BETWEEN SIGNS.
10. ALL SIGNAGE SHALL BE CONSTRUCTED WITH A MINIMUM SPACING OF 5 FEET BETWEEN SIGNS.



<p><b>SITE &amp; SIGNAGE PLAN</b>                  DESERT COLOR TOWNHOMES                  AT DESERT COLOR                  LOCATED IN ST. GEORGE, UT</p>	<p>DATE: 04/13/2023</p> <p>BY: [Signature]</p>	<p><b>BUSH &amp; GUDGELL, INC.</b>                  Engineers - Planners - Surveyors                  205 East Tabernacle Square #4                  St. George, Utah 84790                  Phone (435) 673-2337 / Fax (435) 673-2338                  www.bushandgudgell.com</p>	
	<p>PROJECT NO: 11220670203</p> <p>SHEET NO: 21 OF 21</p>		





DESIGNER: BUSH & GUDGELL, INC.

DATE: 04/13/2023

PROJECT: DESERT COLOR TOWNHOMES AT DESERT COLOR, UT

SCALE: AS SHOWN

PROJECT NO: 20230010203

DATE: 04/13/2023

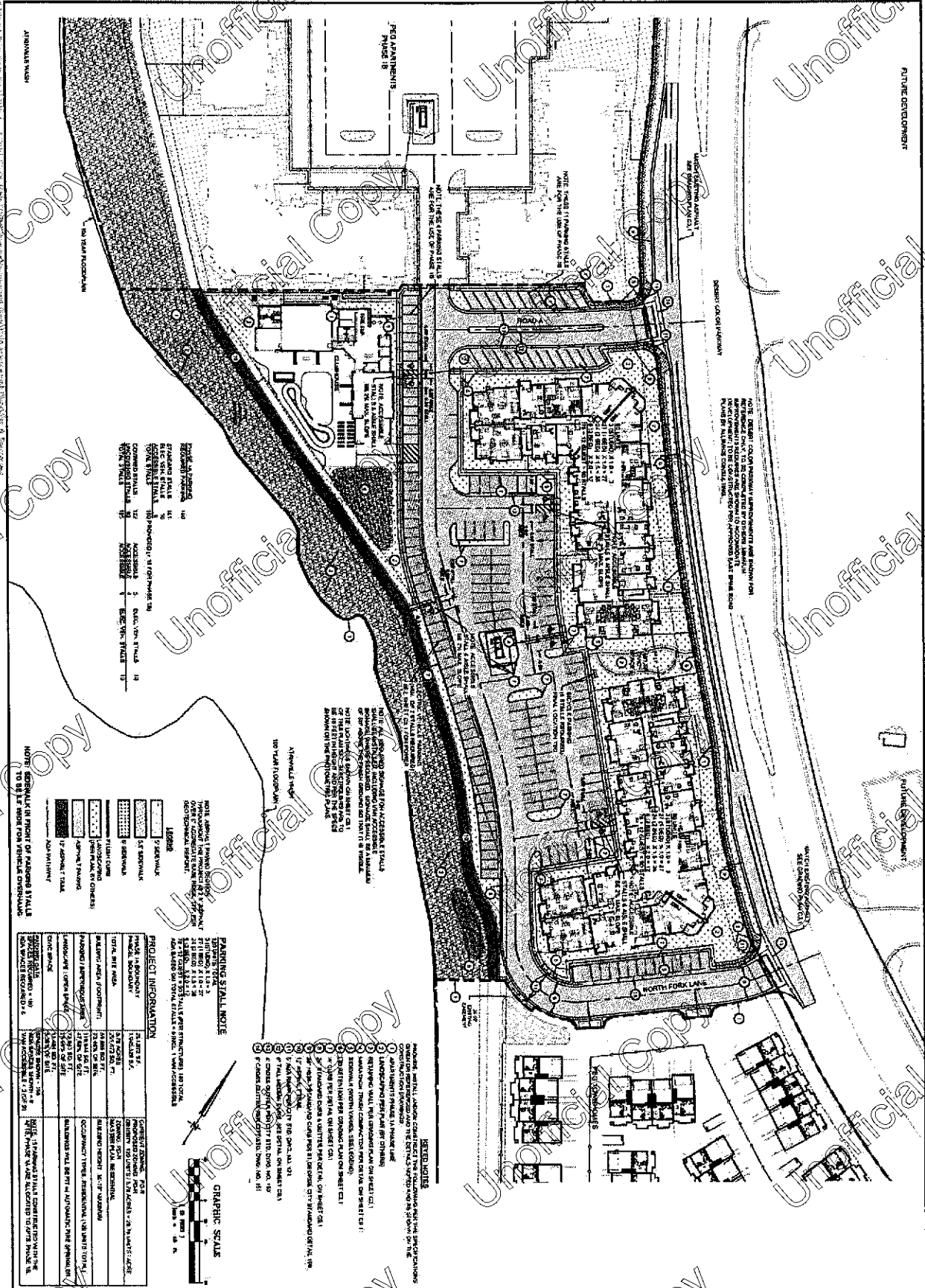
PROJECT: DESERT COLOR TOWNHOMES AT DESERT COLOR, UT

SCALE: AS SHOWN

PROJECT NO: 20230010203

DATE: 04/13/2023

<p><b>LID IMPLEMENTATION PLAN</b>                  DESERT COLOR TOWNHOMES                  AT DESERT COLOR                  LOCATED IN ST. GEORGE, UT</p>		<p><b>BUSH &amp; GUDGELL, INC.</b>                  Engineers - Planners - Surveyors</p>		
		<p>205 East Tabernacle Suite #4                  St. George, Utah 84779                  Phone (435) 672-2217 / Fax (435) 672-5118                  www.bushandgudgell.com</p>		



**SITE & SIGNAGE PLAN**  
 PEG APARTMENTS PHASE 1A  
 AT DESERT COLOR  
 LOCATED IN ST. GEORGE, UT

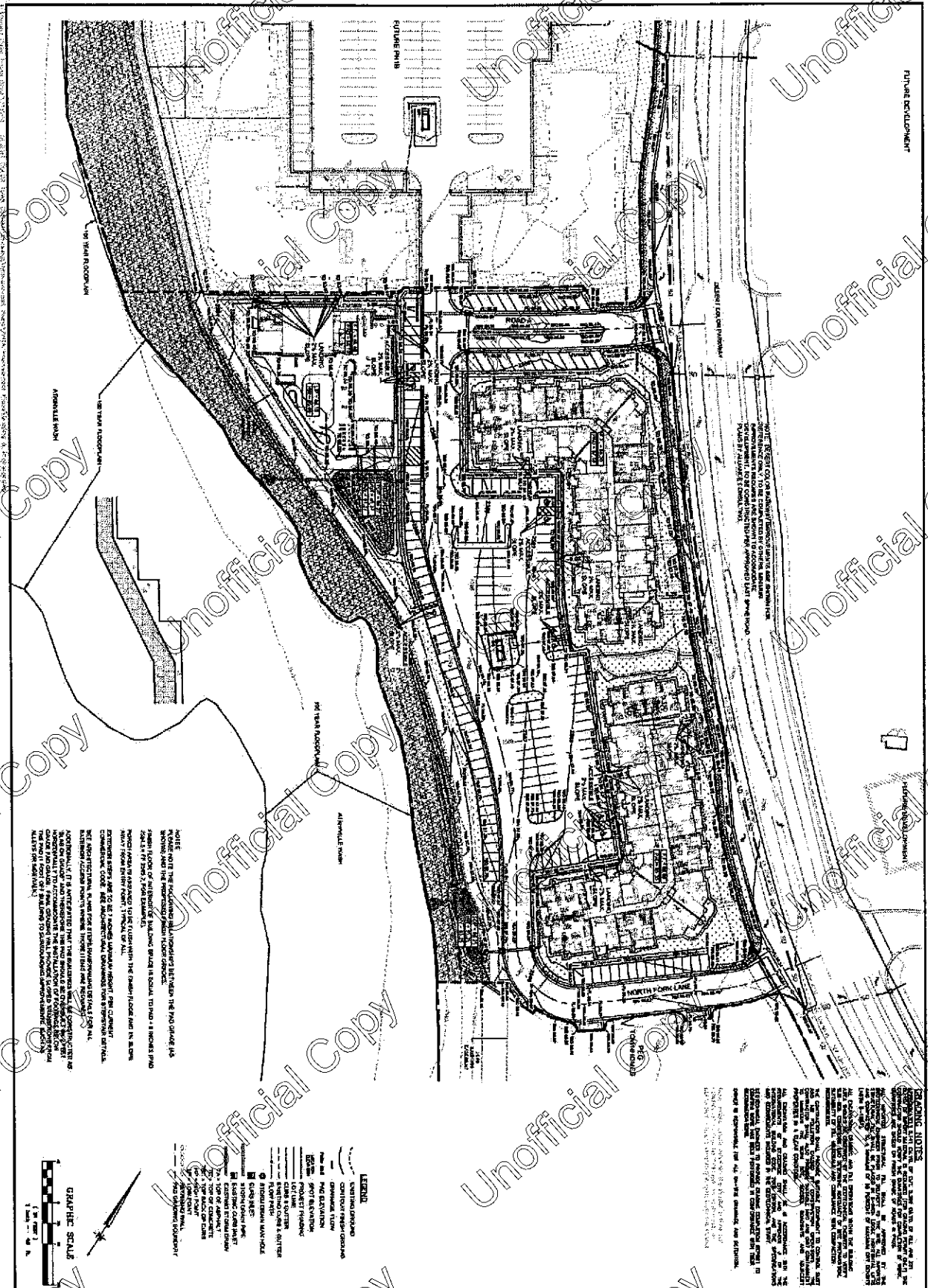
**BUSH & GUDGELL, INC.**  
 Engineers - Planners - Surveyors  
 205 East Tabernacle Suite #  
 St. George, Utah 84773  
 Phone 435.675.2337 / Fax 435.675.2338  
 www.bushandgudgell.com

DATE: 04/13/2023  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: AS SHOWN

See Construction Permit Phase 1 (1/18/2023)



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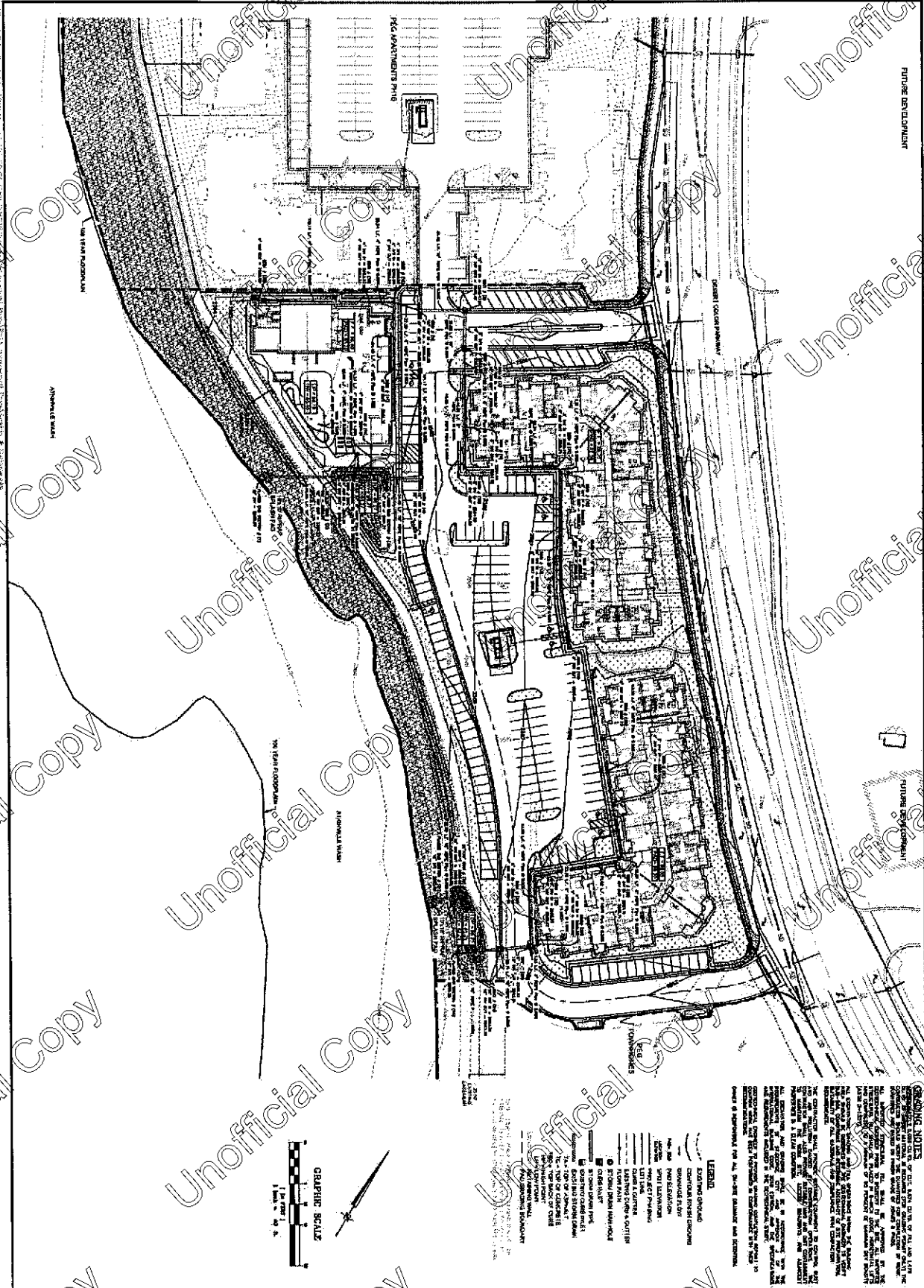
**GRADING PLAN**  
 PEG APARTMENTS PHASE 1A  
 AT DESERT COLOR  
 LOCATED IN ST. GEORGE, UT

DATE: 3/21/23  
 DRAWN BY: J. G.  
 CHECKED BY: J. G.  
 APPR. BY: J. G.  
 SCALE: AS SHOWN

**BUSH & GUDGELL, INC.**  
 Engineers - Planners - Surveyors  
 205 East Tetherbone Suits 44  
 St. George, Utah 84770  
 Phone (435) 673-2337 Fax (435) 673-3363  
 www.bushandgudgell.com

No.	Date	By	Revisions

Basic Construction Permit Plans (1/6/97/2013)



**LEGEND**

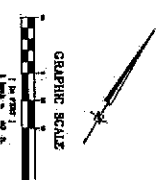
EXISTING DRAINAGE  
 EXISTING PROPOSED DRAINAGE  
 EXISTING PROPOSED STORM DRAINAGE  
 EXISTING PROPOSED SANITARY DRAINAGE  
 EXISTING PROPOSED SEWER DRAINAGE  
 EXISTING PROPOSED WATER DRAINAGE  
 EXISTING PROPOSED GROUNDWATER DRAINAGE  
 EXISTING PROPOSED SWALE DRAINAGE  
 EXISTING PROPOSED CURB DRAINAGE  
 EXISTING PROPOSED CURB DRAINAGE  
 EXISTING PROPOSED CURB DRAINAGE

**NOTES**

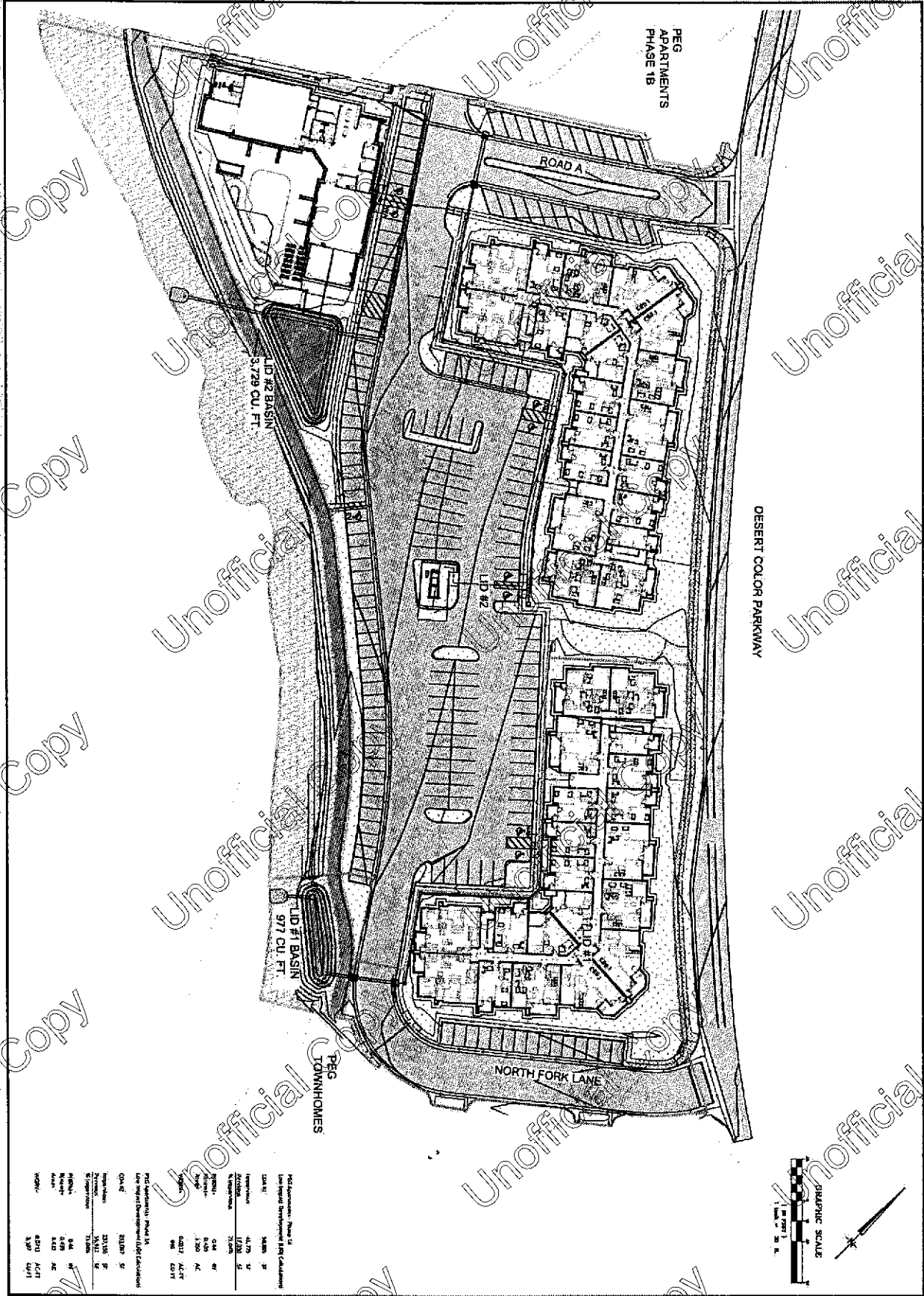
1. ALL DRAINAGE SYSTEMS SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE WASHINGTON COUNTY DEPARTMENT OF PUBLIC WORKS, DIVISION OF INFRASTRUCTURE AND TRANSPORTATION, AND THE WASHINGTON COUNTY DEPARTMENT OF PUBLIC WORKS, DIVISION OF WATER RESOURCES.

2. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE WASHINGTON COUNTY DEPARTMENT OF PUBLIC WORKS, DIVISION OF INFRASTRUCTURE AND TRANSPORTATION, AND THE WASHINGTON COUNTY DEPARTMENT OF PUBLIC WORKS, DIVISION OF WATER RESOURCES.

3. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE WASHINGTON COUNTY DEPARTMENT OF PUBLIC WORKS, DIVISION OF INFRASTRUCTURE AND TRANSPORTATION, AND THE WASHINGTON COUNTY DEPARTMENT OF PUBLIC WORKS, DIVISION OF WATER RESOURCES.

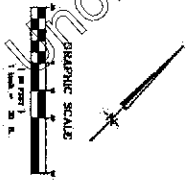


<p>032</p>	<p><b>DRAINAGE PLAN</b>                  PEG APARTMENTS PHASE 1A                  AT DESERT COLOR                  LOCATED IN ST. GEORGE, UT</p>				<p><b>BUSH &amp; GUDGELL, INC.</b>                  Engineers - Planners - Surveyors</p> <p>205 East Toberoade Suite #4                  St. George, Utah 84778                  Phone (435) 673-2227 / Fax (435) 673-2228                  www.bushandgudgell.com</p>			
	<p>DATE: 04/13/23                  DRAWN BY: [REDACTED]                  CHECKED BY: [REDACTED]</p>	<p>Scale: 1" = 20'</p>			<p>Sheet: 26 of 48</p>			

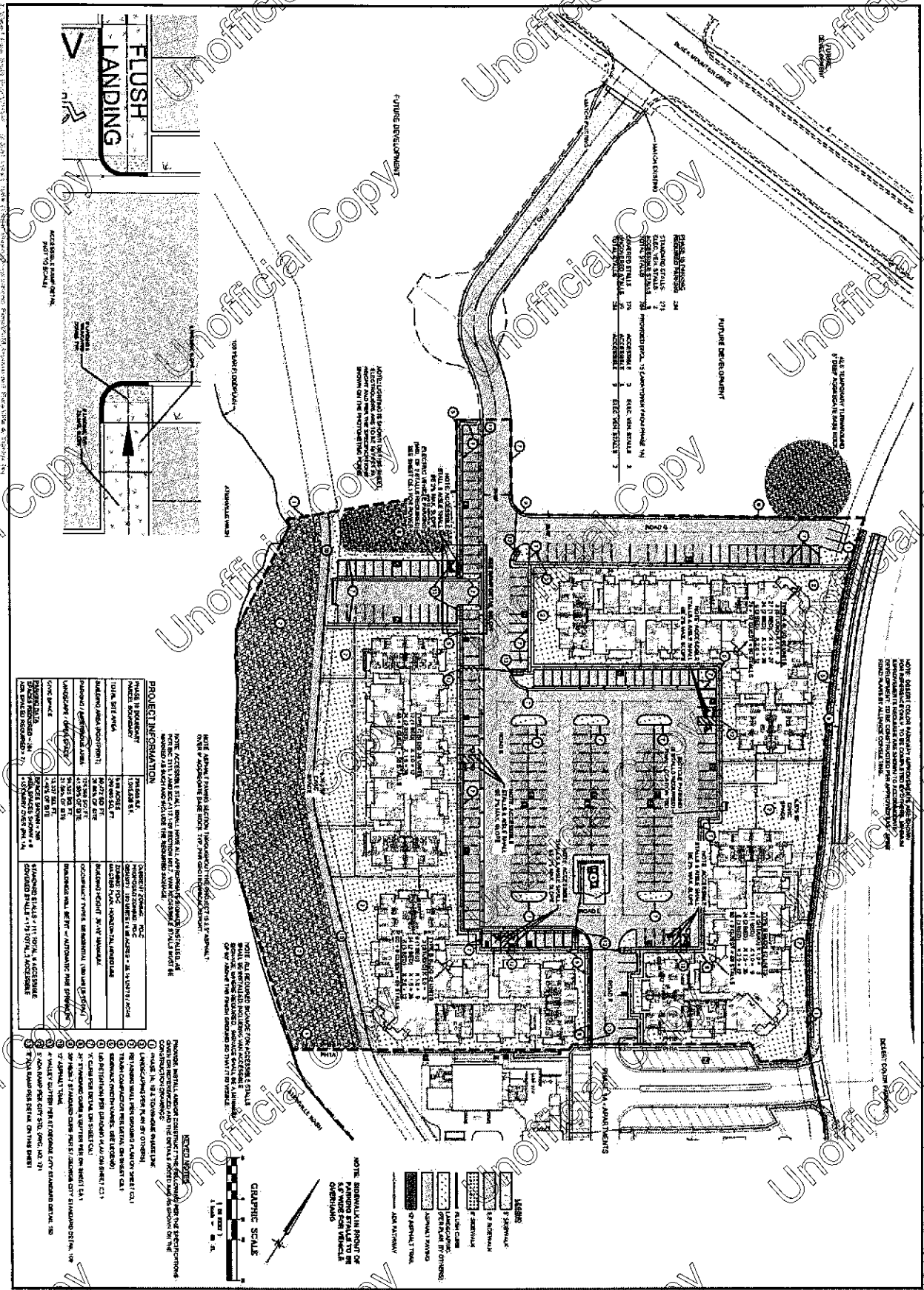


NOTES: Phase 1B  
 1. All proposed improvements are to be installed in accordance with the latest edition of the Utah State Construction Plans Manual (USCPM).

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITS	04/13/23	SG
2	ISSUED FOR PERMITS	04/13/23	SG
3	ISSUED FOR PERMITS	04/13/23	SG
4	ISSUED FOR PERMITS	04/13/23	SG
5	ISSUED FOR PERMITS	04/13/23	SG
6	ISSUED FOR PERMITS	04/13/23	SG
7	ISSUED FOR PERMITS	04/13/23	SG
8	ISSUED FOR PERMITS	04/13/23	SG
9	ISSUED FOR PERMITS	04/13/23	SG
10	ISSUED FOR PERMITS	04/13/23	SG



<p><b>LID IMPLEMENTATION PLAN</b>                  DESERT COLOR TOWNHOMES                  AT DESERT COLOR                  LOCATED IN ST. GEORGE, UT</p> <p>DATE: 04/13/2023                  DRAWN BY: SG                  CHECKED BY: SG                  SCALE: AS SHOWN</p>	 <p><b>BUSH &amp; GUDGELL, INC.</b>                  Engineers - Planners - Surveyors                  205 East Tabernacle Suite #4                  St. George, Utah 84770                  Phone (435) 673-2337 / Fax (435) 673-2181                  www.bushandgudgell.com</p>	<table border="1" style="width: 100%;"> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>APPROVED</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	BY	APPROVED												
NO.	DATE	BY	APPROVED															



**PROJECT INFORMATION**

PROJECT NAME	DESERT COLOR APARTMENTS PHASE 1B
PROJECT NUMBER	20230010203
PROJECT ADDRESS	1111 W. WASHINGTON ST., ST. GEORGE, UT 84770
PROJECT OWNER	DESERT COLOR APARTMENTS
PROJECT ARCHITECT	BUSH & GUDGELL, INC.
PROJECT ENGINEER	BUSH & GUDGELL, INC.
PROJECT DATE	APRIL 2023
PROJECT STATUS	CONCEPT DESIGN
PROJECT PHASE	CONCEPT DESIGN
PROJECT LOCATION	ST. GEORGE, UT
PROJECT CONTACT	BRUCE GUDGELL, P.E.
PROJECT PHONE	435-633-2337
PROJECT FAX	435-633-2338
PROJECT EMAIL	bruce@bushandgudgell.com
PROJECT WEBSITE	www.bushandgudgell.com

**NOTES:**

1. ALL SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF ST. GEORGE SIGNAGE ORDINANCE.
2. ALL SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF ST. GEORGE SIGNAGE ORDINANCE.
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10. ALL SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF ST. GEORGE SIGNAGE ORDINANCE.

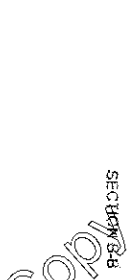
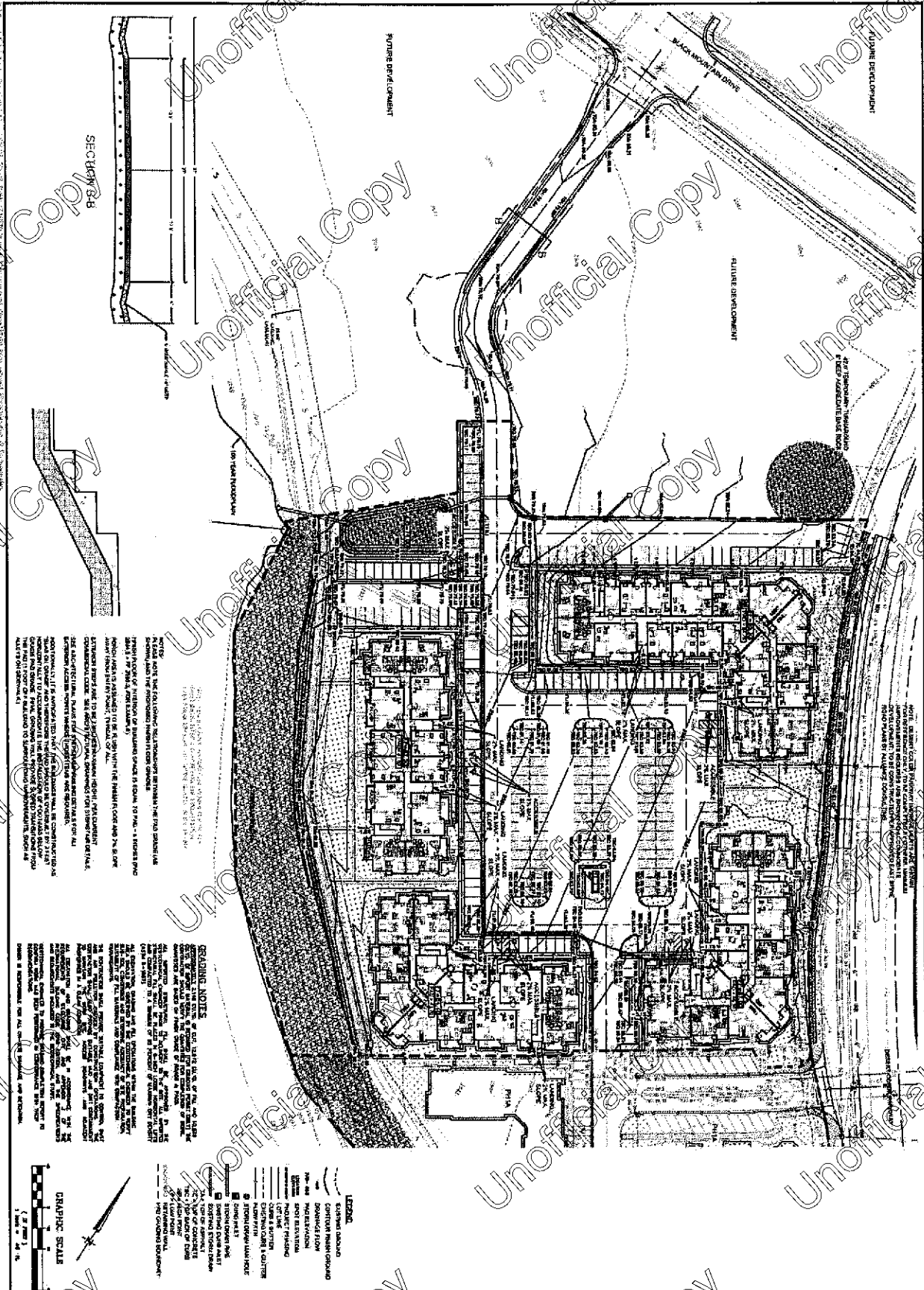
**SITE & SIGNAGE PLAN**  
 DESERT COLOR APARTMENTS PHASE 1B  
 AT DESERT COLOR  
 LOCATED IN ST. GEORGE, UT

DATE: 4/13/23  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 SCALE: AS SHOWN

**BUSH & GUDGELL, INC.**  
 Engineers - Planners - Surveyors  
 205 East Tabernacle Suite #4  
 St. George, Utah 84770  
 Phone (435) 673-2337 / Fax (435) 673-2338  
 www.bushandgudgell.com

STAMP: PROFESSIONAL ENGINEER  
 BRUCE GUDGELL  
 No. Date City State

Unofficial Copy



1. THE EXISTING GRADE SHOWN ON THIS PLAN IS THE GRADE AS SHOWN ON THE SURVEY RECORDS FOR THIS SITE. THE GRADE SHOWN ON THIS PLAN IS NOT TO BE CONSIDERED AS A GUARANTEE OF GRADE AND IS SUBJECT TO VERIFICATION BY THE CLIENT. THE GRADE SHOWN ON THIS PLAN IS NOT TO BE USED AS A BASIS FOR ANY DESIGN OR CONSTRUCTION WITHOUT THE CONSULTATION OF THE ENGINEER.

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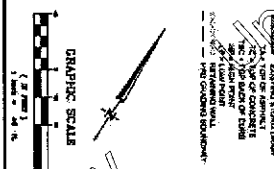
**READING NOTES**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

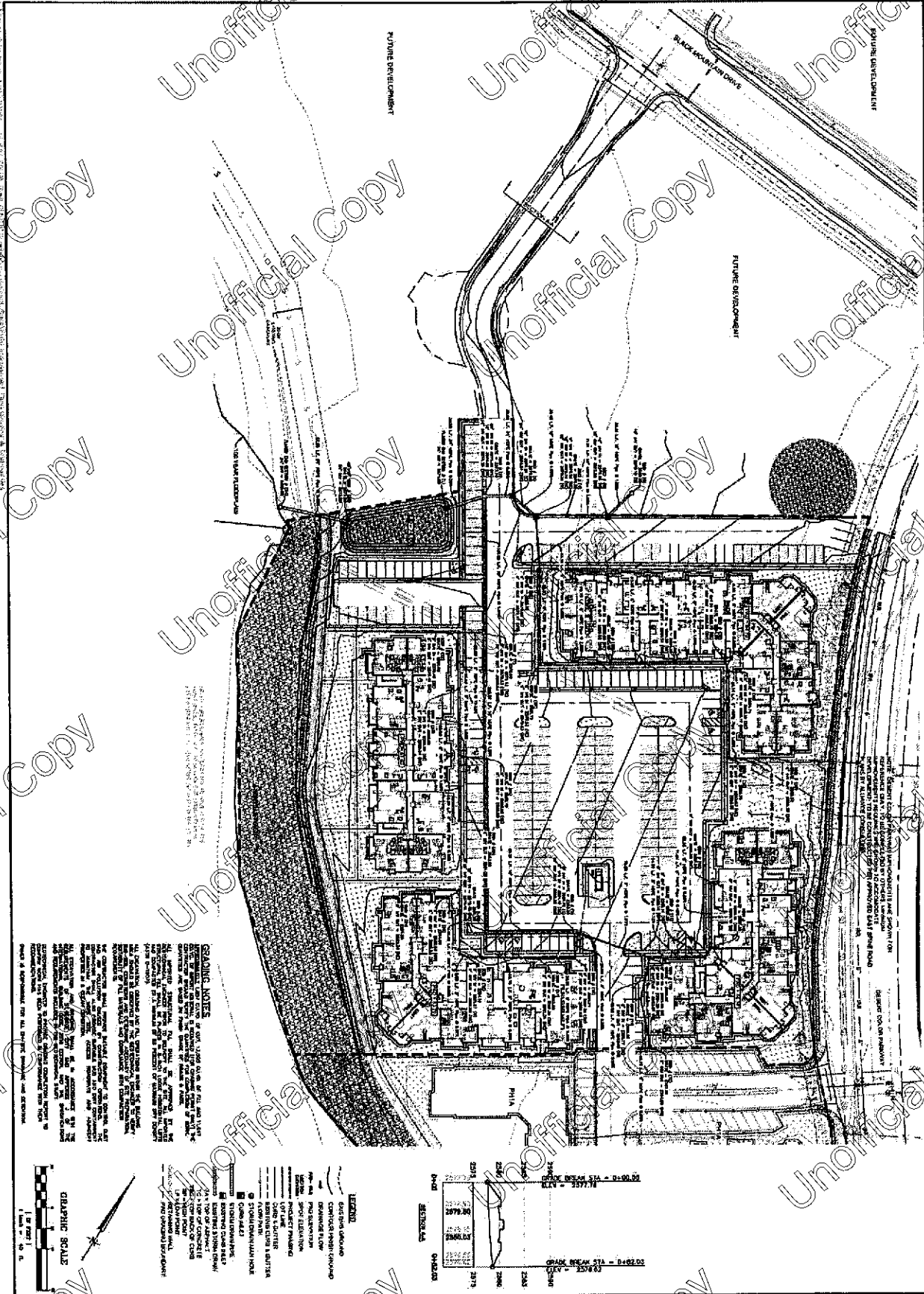
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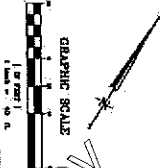
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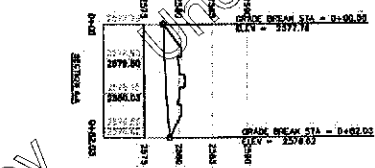
<b>GRADING PLAN</b> DESERT COLOR APARTMENTS PHASE 1B AT DESERT COLOR LOCATED IN ST. GEORGE, UT	DATE: 12/12/22		<b>BUSH &amp; GUGGELL, INC.</b> Engineers - Planners - Surveyors 205 East Tabernacle Suite #4 St. George, Utah 84770 Phone (435) 679-2333 / Fax (435) 679-2318 www.bushandguggell.com	
	DRAWN BY: [Signature]			
	CHECKED BY: [Signature]			
	SCALE: AS SHOWN			



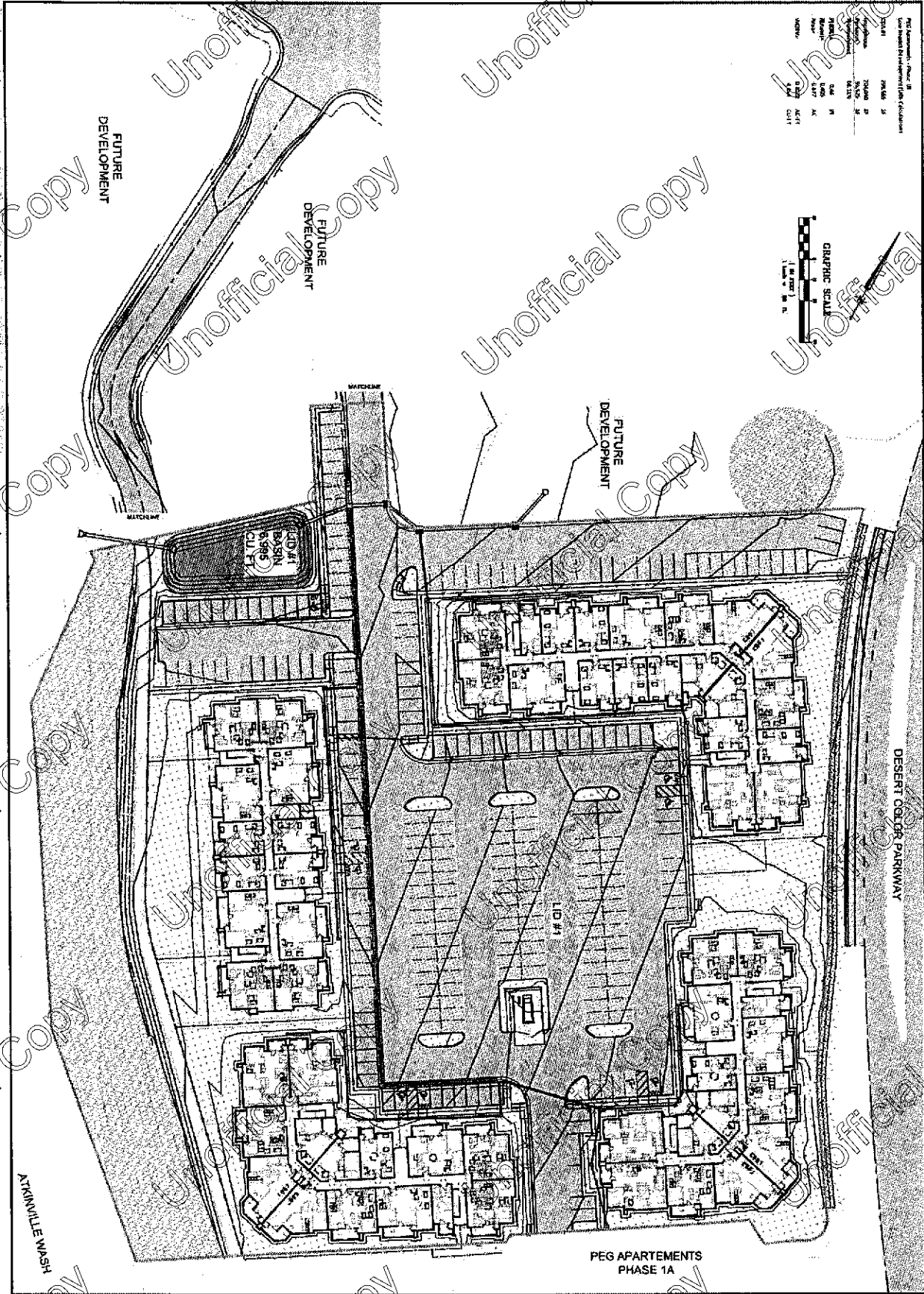
**GRADE NOTES**  
 1. GRADES SHOWN ARE BASE GRADES UNLESS OTHERWISE NOTED.  
 2. GRADES SHOWN ARE TO BE VERIFIED BY THE CONTRACTOR.  
 3. GRADES SHOWN ARE TO BE VERIFIED BY THE CONTRACTOR.  
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- Existing Ground
- Proposed Storm Sewer
- Proposed Sanitary Sewer
- Proposed Storm Drainage
- Proposed Sanitary Drainage
- Proposed Storm Sewer Catch Basin
- Proposed Sanitary Sewer Catch Basin
- Proposed Storm Sewer Manhole
- Proposed Sanitary Sewer Manhole
- Proposed Storm Sewer Valve
- Proposed Sanitary Sewer Valve
- Proposed Storm Sewer Access
- Proposed Sanitary Sewer Access
- Proposed Storm Sewer Vent
- Proposed Sanitary Sewer Vent
- Proposed Storm Sewer Vent Stack
- Proposed Sanitary Sewer Vent Stack
- Proposed Storm Sewer Vent Stack Access
- Proposed Sanitary Sewer Vent Stack Access
- Proposed Storm Sewer Vent Stack Access
- Proposed Sanitary Sewer Vent Stack Access



032 DESERT COLOR APARTMENTS PHASE 1B	<b>DRAINAGE PLAN</b> DESERT COLOR APARTMENTS PHASE 1B AT DESERT COLOR LOCATED IN ST. GEORGE, UT	MR. HAYWARD CHAIRMAN ENGINEER 20230010203		<b>BUSH &amp; GUDGELL, INC.</b> Engineers - Planners - Surveyors 206 East Tabernacle Suite #4 St. George, Utah 84770 Phone (435) 672-2337 / Fax (435) 672-1111 www.bushandgudgell.com	
	Date Construction Permit Plans 10/23/2023				



**LID IMPLEMENTATION PLAN**  
 DESERT COLOR APARTMENTS PHASE 1B  
 AT DESERT COLOR  
 LOCATED IN ST. GEORGE, UT

**BUSH & GUDGELL, INC.**  
 Engineers - Planners - Surveyors  
 205 East Tabernacle Suite #4  
 St. George, Utah 84778  
 Phone (435) 675-2337 / Fax (435) 675-3180  
[www.bushandgudgell.com](http://www.bushandgudgell.com)

**Site Consultant: Ferris Pierce (V090242)**

**Legend**

[Symbol]	EXISTING
[Symbol]	PROPOSED
[Symbol]	FUTURE

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**SOPs**



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## **Asphalt & Concrete Surfaces Maintenance**

### Standard Operating Procedure

#### **PURPOSE:**

To prevent pollution of storm water run-off from paved surfaces.

#### **PROCEDURE:**

1. Preparation:
  - a. Conduct employee training to reinforce proper housekeeping annually and at hire.
  - b. Restrict parking in areas to be swept prior to and during sweeping.
  - c. Perform regular maintenance and services in accordance with the recommended vehicle maintenance schedule on sweepers to increase and maintain efficiency.
2. Process:
  - a. Sweep parking areas, as needed, or as directed.
  - b. Hand sweep sections of gutter if soil and debris accumulate.
  - c. Pick-up litter as required to keep parking areas clean and orderly.
3. Clean-up:
  - a. Dispose of sweepings properly (designated solid waste facility).
  - b. Street sweepers to be cleaned out in a manner as instructed by the manufacturer and in a location that swept materials cannot be introduced into the storm drain.
  - c. Swept materials will not be stored in locations where storm water could transport fines into the storm drain system.
4. Documentation:
  - a. Retain work orders to track swept parking areas and approximate quantities.
  - b. Log training activities along with regular required safety training.

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## **Landscape Maintenance Operations**

### **Standard Operating Procedure**

#### **PURPOSE:**

To protect storm water by properly preventing any solids, liquids or any light weight material from being carried away from the building by wind or water including application of pesticides, herbicides, & fertilizers.

#### **PROCEDURE:**

##### **1. Preparation:**

- a. Make sure to follow all recommended SDS and MSDS instructions before handling any chemicals.
- b. Make sure all pesticide application is conducted following manufacturer's recommendations.
- c. Calibrate fertilizer and pesticide application equipment to avoid excessive application.
- d. Use pesticides only if there is an actual pest problem.
- e. Time and apply the application of fertilizers, herbicides or pesticides according to the manufacturer's recommendation for best results ("Read the Label").
- f. Know the weather conditions. Do not use pesticides if rain is expected within a 24- hour period. Apply pesticides only when wind speeds are low (less than 5 mph).

##### **2. Process:**

- a. Follow the manufacturer's recommendations for mixing, applying, and disposing of pesticides ("Read the Label").
- b. Grooming:
  - Lawn Mowing - Immediately following operation sweep or blow clippings onto vegetated ground.
  - Fertilizer Operation - Prevent overspray. Sweep or blow fertilizer onto vegetated ground immediately following operation.
  - Pesticide Operation - Prevent overspray, use spot treatment, sweep or blow dry pesticide onto vegetated ground immediately.
  - Remove or contain all erodible or loose material prior to forecast wind and precipitation events, before any non-storm water will pass through or over the site.
  - Landscape project materials and waste can usually be contained or controlled by operational BMP's.
  - Operational; including but not limited to:

- 
- Strategic staging of materials eliminating exposure, such as not staging on pavement
  - Avoiding multiple day staging of landscaping backfill and spoil on pavements
  - Haul off spoil as generated or daily
  - Scheduling work when weather forecasts are clear.

### 3. Cleanup

- a. Remove or contain all erodible or loose material prior forecast wind and precipitation events, before any non-storm water will pass through and over the project site and at end of work period. Light weight debris and landscape materials can require immediately attention when wind expected.
- b. Landscape project materials and waste can usually be contained or controlled by operational best management practices.
- Operational; including but not limited to:
  - Strategic staging of materials eliminating exposure, such as not staging on pavement
  - Avoiding multiple day staging of landscaping backfill and spoil on pavements
  - Haul off spoil as generated or daily
  - Scheduling work when weather forecasts are clear.
- Use dry cleanup methods, e.g. square nose shovel and broom and it is usually sufficient when no more material can be swept onto the square nosed shovel.
- Power blowing tools

### 4. Waste Disposal:

- a. Dispose of waste according to Building Waste Management SOP, unless superseded by specific SOPs for the operation.

### 5. Equipment:

- a. Tools sufficient for proper containment of pollutants and cleanup.
- b. Push broom and square blade shovel should be a minimum.

### 6. Training:

- a. Annually and at hire
- b. Landscape Service Contractors must have equal or better SOPs.

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## **Waste Management**

### **Standard Operating Procedure**

#### **PURPOSE:**

To prevent pollution of storm water from improper handling of garbage and maintenance of cans.

#### **PROCEDURE:**

1. Preparation:
  - a. Train employees on proper trash disposal annually and at hire.
  - b. Locate dumpsters and trash cans in convenient, easily observable areas.
  - c. Provide properly-labeled recycling bins to reduce the amount of garbage disposed.
  - d. Where feasible, install berms, curbing, or vegetation strips around storage areas to control water from entering and leaving storage areas.
2. Process:
  - a. Inspect garbage bins for leaks regularly, and have repairs made immediately by responsible party.
  - b. Request/use dumpsters, and trash cans with lids and without drain holes.
  - c. Locate dumpsters on a flat, hard surface that does not slope or drain directly into the storm drain system.
3. Clean-up:
  - a. Keep areas around dumpsters clean of all garbage.
  - b. Ensure garbage bins emptied regularly to keep from overflowing.
  - c. Wash interior of bins or dumpsters, as needed, in properly designated areas.
4. Waste Disposal Restrictions for all waste for the Landfill:
  - a. Generally, most waste generated at this property, and waste from spill and cleanup operations can be disposed in dumpsters under the conditions listed in the SOP. Unless other disposal requirements are specifically identified by the product SDS or otherwise specified in the SOP's.
  - b. Know the facility disposal requirements and restrictions. It should not be assumed that all waste disposed in collection devices will be disposed at the Landfill.
  - c. Review Landfill regulations for additional restrictions and understand what waste is prohibited in the Landfill. Ensure the SDS and Landfill

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regulations are not contradictory.

## **Storm Drain Maintenance Operations**

### **Standard Operating Procedure**

#### **PURPOSE:**

To prevent pollution of storm water from sediment and debris.

#### **PROCEDURE:**

1. Preparation:
  - a. Train all employees at hire and annually.
  - b. Locate Storm Drain
  - c. Inspect for need
  
2. Process:
  - a. Schedule cleaning for boxes and pipe that contain 2" or more of sediment and debris.
  - b. Remove debris by vacuum operated machinery
  - c. When accumulations are mostly floating debris this material can be removed with a net.
  
3. Cleanup
  - a. Dispose of waste collected by machinery at regulated facilities.
  - b. Floating materials and floating absorbent materials may be disposed in dumpster when dried out. Dry dirt and slurry may also be disposed in the dumpster.
  - c. Disposal of hazardous waste
    1. Dispose of hazardous waste at regulated disposal facilities, see Waste Management and Spill Control SOP
    - ii. Disposal of waste collected from sanitary sewer device at regulated facilities.

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## **Pavement Washing Operations**

### **Standard Operating Procedure**

#### **PURPOSE:**

To prevent waste fluids and detergents from entering the storm drain system.

#### **PROCEDURE:**

1. Preparation:
  - a. Dam the inlet using a boom material that seals itself to the pavement and pick up the wastewater with shop vacuum or absorbent material.
  - b. Training annually and at hire
2. Process:
  - a. Collect wastewater with a shop vacuum simultaneously with the washing operation.
3. Cleanup
  - a. Small volumes can usually be drained to the local sanitary sewer. Contact St. George City Wastewater department at 435-627-4256
  - b. Large volumes must be disposed at regulated facilities.
  - c. Pavement washing is determined by conditions that warrant it, including but not limited to prevention of slick or other hazardous conditions or restore acceptable appearance of pavements.

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## Swimming Pool, Spa and Pond drainage

### Standard Operating Procedure

#### PURPOSE:

To prevent chemicals and algae from entering the storm drain.

#### PROCEDURE:

1. Preparation:
  - a. Contact the city prior to draining any pool or pond into the storm drain and provide documentation verifying that the water is chlorine and algae free.
  - b. Conduct employee training to reinforce proper housekeeping annually and at hire.
2. Process:
  - a. De-chlorinate Pool/spa or pond. Pool/Spa may be emptied into the storm drain if the chlorine or bromine content is <1 part per million, pH level of the water must fall within a range of 7 to 8, and be free of other chemicals. Test pool water to verify that the water is free from chlorine, other chemicals and algae
  - b. Pool/spa discharges should be maintained on private property or in a sanitary sewer clean-out on private property, if water is not de-chlorinated.
  - c. Draining water temperature should NOT exceed 100 degrees Fahrenheit.
  - d. The recommended flow rate when draining a swimming pool/spa should never exceed twelve (12) gallons per minute. Safe flow rates may differ depending on the size of drain line, distance to sewer clean-out and conditions of pipes.
3. Clean-up:
  - a. Small volumes can usually be drained to the local sanitary sewer. Contact St. George City Wastewater department at 435-627-4256 with questions.
  - b. Remember, only clean water, is allowed to enter into the City Storm drain, no dirt, sediment or debris.
  - c. Conduct employee training to reinforce proper housekeeping annually and at hire.

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## General Construction Maintenance

### Standard Operating Procedure

#### PURPOSE:

To prevent any solids, liquids or light-weight materials from being carried away from the construction or maintenance project by wind or water to the storm drain.

#### PROCEDURE:

1. Preparation:
  - a. This SOP should provide sufficient direction for many of the general operations, e.g., building maintenance, curb/sidewalk/flatwork, overlay/patching, landscape renovations, misc. maintenance/repairs, etc.
  - b. Training at hire and annually.
2. Process:
  - a. Remove or contain all erodible or loose material prior forecast wind and precipitation events or before non-storm water will pass through the project site. For light weight debris maintenance can require immediately attention for wind events and many times daily maintenance or as needed for precipitation or non-storm water events.
  - b. Project materials and waste can be contained or controlled by operational or structural best management practices.
    - Operational; including but not limited to:
      - Strategic staging of materials eliminating exposure, such as not staging on pavement
      - Avoiding multiple day staging of backfill and spoil
      - Haul off spoil as generated or daily
      - Schedule work during clear forecast
    - Structural; including but not limited to:
      - Inlet protection, e.g. wattles, filter fabric, drop inlet bags, boards, planks
      - Gutter dams, e.g. wattles, sandbags, dirt dams
      - Boundary containment, e.g. wattles, silt fence
      - Dust control, e.g. water hose,
      - Waste control, e.g. construction solid or liquid waste containment, dumpster, receptacles
  - c. Inspection often to insure the structural best management practices are in good operating condition and at least prior to the workday end. Promptly repair damaged best management practices achieving effective containment.
3. Cleanup:



- 
- a. Use dry cleanup methods, e.g. square nose shove and broom.
  - b. Wet methods are allowed if wastewater is prevented from entering the storm water system, e.g. wet/dry vacuum, disposal to our landscaped areas.
  - c. When a broom and a square nosed shovel cannot pick any appreciable amount of material.
  - d. Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.
  - e. Never discharge waste material to storm drains

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## Spill Control

### Standard Operating Procedure

#### PURPOSE:

To protect storm water by educating employees on proper spill cleanup procedures, state reporting requirements, and preventative actions.

#### PROCEDURE:

##### 1. Always:

- a. Stop the source of the spill, if possible, to safely do so.
- b. Contain any liquids, if possible, to safely do so.
- c. Cover the spill with absorbent material such as kitty litter, sawdust, or oil absorbent pads. Do not use straw or water (See SOP #8 Petroleum and Chemical Disposal).
- d. Petroleum spills involve, but are not limited to, crude oil, gasoline, various fuel oils, lubricating oil, hydraulic oil, asphaltic residuals.
- e. Report a petroleum spill (435) 627-4142 if:
  - i. The spill is greater than 25 gallons, or
  - ii. The spill cannot be immediately contained, or
  - iii. The spill and/or contamination cannot be completely removed within 24 hours, or
  - iv. There is an impact or potential impact to ground/surface water.
  - v. **IF IN DOUBT, REPORT THE SPILL!**
- f. Hazardous materials spills involve non-oil spills that pose a threat to human health or the environment, such as chemical releases.
  - i. Report any discharge of hazardous waste immediately (within one hour) to local emergency officials (fire department), then contact Health Department Emergency Response Team (435) 673-3528.
  - ii. Contact local fire department (435) 627-4150
  - iii. Develop and maintain a Spill Prevention, Control, and Countermeasure (SPCC) Plan if the facility stores more than 1,320 gallons of petroleum.
- g. Fit petroleum and chemical storage containers with secondary containment structures.
- h. Keep a spill kit in areas where petroleum or hazardous materials are stored.
- i. Train employees in spill response procedures and equipment.
- j. Deploy containment booms if spill could potentially reach a storm drain or water body.
- k. Position mats to contain drips from equipment or vehicles until they can be repaired.

##### 2. Cleanup:

- 
- a. NEVER WASH SPILLS TO THE STORM DRAIN SYSTEM
  - b. Clean per SDS requirements but generally most spills can be cleaned up according to the following:
    - Absorb liquid spills with spill kit absorbent material, sand or dirt until liquid is sufficiently converted to solid material.
    - Remove immediately using dry cleanup methods, e.g. broom and shovel, or vacuum operations
    - Cleanup with water and detergents may also be necessary depending on the spilled material. However, the waste from this operation must be vacuumed or effectively picked up by dry methods. See Pavement Washing SOP.
    - Repeat process when residue material remains.
  - c. Follow SDS requirements but usually most spills can be disposed per the following b. & c.
  - d. Generally, most spills absorbed into solid forms can be disposed to the dumpster and receptacles. Follow Waste Management SOP.
  - e. Generally, liquid waste from surface cleaning processes may be disposed to the sanitary sewer system after the following conditions have been met:
    - Dry cleanup methods have been used to remove the bulk of the spill and disposed per the Waste Management SOP.
    - The liquid waste amounts are small and diluted with water. This is intended for spill cleanup waste only and never for the disposal of unused or spent liquids.
3. Documentation:
    - a. Document all spills in spreadsheet.
  4. SDS sheets:
    - a. SDS Manual is filed in break room.
  5. Materials:
    - a. Generally, sand or dirt will work for most cleanup operations and for containment. However, it is the responsibility of the owner to select the absorbent materials and cleanup methods that are required by the SDS Manuals for chemicals used by the company.
  6. Training:
    - a. Annually and at hire.

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## **Retention/Detention Basin Maintenance**

### **Standard Operating Procedure**

#### **PURPOSE:**

To protect storm water by maintaining the ability of retention/detention basins to trap sediment, and organic matter. This reduces clogging the storm drain system as well as the transport of sediments and pollutants into receiving water bodies.

#### **PROCEDURE:**

##### **1. Preparation:**

- a. Inspect detention/retention basins for structural integrity and evidence of illicit discharges. If gross contamination is present (sewage or oil) stop cleaning and report to supervisor for follow-up and notify City Storm water Supervisor
- b. Conduct visual inspection outside of the basin
- c. Conduct visual inspection inside the basin to prevent and remove sediment build up in storm water tanks or silt trap.

##### **2. Process:**

- a. Contact Facilities Manager if drain appears to be clogged or in need of service.
- b. Clean using a high powered vacuum truck to start vacuum standing water and sediment.
- c. Systematically clean basin per maintenance plan
- d. Dispose solids in a sealed waste container that will be transferred to a permitted, lined solid waste landfill or other solid waste treatment facility. Fluids collected during cleaning shall be discharged to a sanitary sewer or buffered detention area.

##### **3. Cleanup:**

- a. When the vacuum truck is full of sediment, take it to the designated location to dump all sediment out of truck and into a drying bed.
- b. Wash down area before leaving the designated dump location.
- c. Never discharge waste material to storm drains

##### **4. Documentation**

- a. Keep records of number of basins cleaned, date cleaned and any other issues resolved.
- b. Record the amount of waste collected and number of basins cleaned and the area in which they were cleaned.

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## PLAN RECORDKEEPING DOCUMENTS

**MAINTENANCE/INSPECTION SCHEDULE**

Frequency	Site Infrastructure
	Replace text with the infrastructure / system that must be maintained, repeat

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.



