

STORM WATER FACILITY AGREEMENT

THIS AGREEMENT, is made and entered into this 21st day of OCTOBER, 2021, by and between ISL PROPERTY HOLDINGS LLC (hereinafter referred to as "Owner", and American Fork City (hereinafter referred to as the "City"), a Municipal Corporation.

RECITALS

WHEREAS, the Owner desires to improve, develop or redevelop real property located at approximately 350S. 900W - in American Fork City, Utah County, State of Utah (hereinafter referred to as the "Property"), which is more particularly described in Exhibit A attached hereto;

WHEREAS, said development requires the installation and maintenance of storm water facilities (hereinafter referred to as "Facilities") to be constructed according to designs and plans approved by the City;

WHEREAS, the Owner, for and in behalf of its administrators, executors, successors, heirs, or assigns, including any homeowners association, recognizes and agrees that the health, safety, and welfare of the citizens of the City require that the Facilities be constructed and adequately maintained on the Property throughout the life of the development; and

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

**SECTION 1
FACILITIES**

Facilities include all storm water detention and control structures, flood control devices, or other improvements, which may include, but is not limited to all pipes, channels, or other structures and infrastructure built to convey storm water to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water which are required by the City in the site plan attached hereto as Exhibit B.

**SECTION 2
FACILITIES CONSTRUCTION**

The Owner shall, at its sole cost and expense, construct the Facilities in accordance with the plans and specifications for the development approved by the City. Owner understands and agrees that modifications may be needed to make the system work properly after the Facilities are installed and agrees to make modifications and adjustments as may be necessary and required by the City.

Approved as to form:
Attorney for American Fork City



ENT 52797:2022 PG 1 of 28
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Apr 28 11:10 am FEE 0.00 BY CS
RECORDED FOR AMERICAN FORK CITY

SECTION 3 MAINTENANCE

The Owner shall, at its sole cost and expense, adequately maintain the Facilities in good working condition acceptable to the City and in accordance with the schedule of long term maintenance activities agreed to by the parties and attached hereto as Exhibit C. Adequate maintenance is herein defined as follows: 1) keeping the Facilities in good working condition so that the Facilities are performing their design functions, 2) performing facility inspections and repairs as may be needed, and 3) replacing and/or modifying portions, or all of the system, as may be needed to maintain the intended function of the facility.

SECTION 4 EASEMENT

The Owner hereby grants permission to the City, its authorized agents, and employees to enter upon the Property and to inspect the Facilities whenever the City deems it necessary. Whenever possible, the City shall provide notice prior to entry. Inspections by the City 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 Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with all laws, regulations, and approved plans and specifications. The Owner hereby grants a twenty-five (25) foot access easement in favor of the City with the midpoint of the easement lying over the midpoint of the Facilities identified in the attached plan. This easement shall be limited in scope to allow only those actions which are necessary to allow the City to inspect, ensure adequate maintenance, and to cause any repairs to be made that the City deems necessary. This easement shall include, but is not be limited to, prohibiting the construction of structures or improvements that would impact or obstruct the intended purposes of the Facilities or restrict the ability of the Owner or the City to inspect, maintain, or repair the Facilities.

SECTION 5 FAILURE TO MAINTAIN FACILITIES

In the event the Owner fails to maintain the Facilities in good working order acceptable to the City and in accordance with the maintenance schedule incorporated in this Agreement, the City, in addition to any other remedies provided by State or City code, may, with due notice as provided in Section 6, enter the property and take whatever steps it deems necessary to return the Facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property that is not included in the plans and specifications for the development, or other agreement between the parties. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Facilities. The decision to maintain or repair the Facilities shall be at the City's sole discretion and in no event shall this Agreement be construed to impose any such obligation on the City or to create any liability for the City refusing to undertake such a duty.

SECTION 6
NOTICE OF DEFICIENCIES

If the City finds that the Facilities contain any defects or are not being maintained adequately, the City shall provide Owner written notice of the defects or deficiencies and provide Owner with a reasonable time, as determined by the City, to cure such defects or deficiencies.

SECTION 7
RECOUPMENT OF COSTS

In the event the City performs work of any nature pursuant to the Agreement, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner shall reimburse the City within thirty (30) days of receipt thereof for all the costs incurred by the City. If not paid within the prescribed time period, the City shall be entitled to record a lien against the real property in the amount of such costs. 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 a result of the Owner's failure to maintain the Facilities.

SECTION 8
LIMITATION OF LIABILITIES

It is the sole intent of this Agreement to insure the proper construction and maintenance of the Facilities by the Owner. As the Facilities are not part of the City's Storm Water Collection System, this agreement does not create or extend any rights to immunity or liability protections provided by law to municipalities. 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, or to constitute a waiver of any immunity provided to the City through the Utah State Code or Constitution.

SECTION 9
SEDIMENT ACCUMULATION

Adequate maintenance shall include control of sediment accumulation resulting from the normal operation of the Facilities. The Owner will make accommodations for the removal and appropriate disposal of all accumulated sediments.

SECTION 10
REQUIREMENTS AND STANDARDS

The Parties agree to follow and comply with all requirements applicable to storm water detention and control facilities as by the Utah Department of Environmental Quality, Division of Water Quality, including the Small MS4 General UPDES Permit requirements, and by the City ordinances and Storm Water Management Plan as existing at the time of executing this agreement and as may be amended from time to time. The parties agree that these requirements and regulations are incorporated herein by this reference and that this agreement shall be deemed

automatically amended to incorporate any and all changes and amendments made thereto after the signing of this agreement.

SECTION 11 INSPECTIONS

The Owner shall perform an annual inspection of the Facilities. The City may require more frequent inspections should it have reason to believe that such inspections are necessary. All inspections shall be conducted by a qualified inspector and the results shall be reported to the City. The purpose of the inspection and reporting is to assure safe and proper functioning of the Facilities, including but not limited to, the structural improvements, berms, outlet structure, pond areas, access roads, vegetation, landscaping, etc. All annual inspection reports shall be submitted to the City Public Works Department no later than September 1 of any given year and shall be on the Maintenance Inspection Report attached hereto as Exhibit D.

SECTION 12 INDEMNITY

The Owner indemnifies and holds harmless the City and its authorized agents and employees 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 facility or facilities by the Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Owner and the Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Owner shall pay for all costs and expenses in connection herewith.

SECTION 13 COVENANT RUNNING WITH THE LAND

This Agreement shall be recorded at the Utah County Recorder's Office and shall constitute a covenant running with the land and shall be binding on the Owner, its administrators, executors, heirs, assigns and any other successors in interest, including any homeowners association.

SECTION 14 REMEDIES

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest. Any rights or remedies contained in this Agreement shall be in addition, and non-exclusive, to any rights existing under the Utah Code or that may exist under the common law.

SECTION 15
ATTORNEYS FEES

If any party retains, consults, or uses an attorney because of any breach, default, or failure to perform as required by this Agreement, the non-breaching/defaulting party shall be entitled to reasonable attorney's fees incurred before litigation is filed. In the event that any litigation is commenced to enforce or interpret this Agreement the prevailing party shall be entitled to its attorneys fees, expert witness expenses, and litigation related expenses, including but not limited to court costs.

SECTION 16
THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure solely to the benefit of the parties herein and is not intended to create contractual rights in any third party.

SECTION 17
NO PARTNERSHIP

Nothing contained in this Agreement shall be deemed to create any form of a partnership or joint-venture between the City and Owner.

SECTION 18
UTAH LAW AND VENUE

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

SECTION 19
INTEGRATED AGREEMENT

This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exists between the parties regarding the subject matter of this Agreement.

SECTION 20
SEVERABILITY

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, its successors and assigns, is held invalid, the remainder of this Covenant shall not be affected thereby.

SECTION 21
AMENDMENTS

Except as expressly provided elsewhere in this Agreement, no provision of this Agreement may not be modified except in writing agreed to by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

OWNER

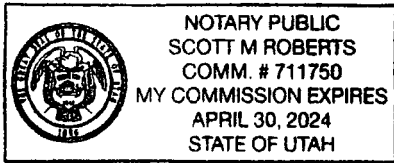
Date: OCTOBER 21, 2021.

Jacob M. Horan
By: JACOB M HORAN
Its: MANAGER

NOTARIZATION

STATE OF UTAH)
) :ss
COUNTY OF UTAH)

The above Agreement was executed on this 21st day of October, 2021 by Jacob Horan, for and on behalf of LSL Property Holdings, the Owner identified in the above signed Agreement. In executing this Agreement, the signer did swear before me that he is duly authorized to sign the agreement on behalf of the Owner.



Scott M Roberts
NOTARY PUBLIC

AMERICAN FORK CITY

Date: March 24, 2022.

Scott Sensanbaugher
Scott Sensanbaugher
Director of Public Works

ATTEST:

Shirley Lusk

Exhibit A

LAKESHORE LANDING BLOCK 1 PLAT A

BEGINNING AT A POINT WHICH IS NORTH 1691.58 FEET AND WEST 328.18 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST; AND RUNNING:

THENCE NORTH 89°13'03" WEST 98.64 FEET; THENCE NORTH 00°42'16" EAST 448.37 FEET; THENCE NORTH 00°29'16" EAST 131.64 FEET; THENCE NORTH 89°40'40" WEST 117.41 FEET; THENCE NORTH 00°53'51" EAST 260.23 FEET; THENCE SOUTH 89°23'31" EAST 191.55 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 30.55 FEET (CURVE HAVING A CENTRAL ANGLE OF 87°21'13" AND A LONG CHORD BEARING S45°40'37"E 27.67 FEET); THENCE SOUTH 00°46'02" WEST 16.30 FEET; THENCE SOUTH 06°04'09" EAST 42.00 FEET; THENCE SOUTH 00°46'05" WEST 762.82 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 113,433 SQUARE FEET IN AREA OR 2.60 ACRES.

LAKESHORE LANDING BLOCK 2 PLAT C

BEGINNING AT A POINT WHICH IS NORTH 1687.51 FEET AND WEST 30.71 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST; AND RUNNING:

THENCE NORTH 89°13'03" WEST 218.51 FEET; THENCE NORTH 00°46'05" EAST 730.43 FEET; THENCE SOUTH 89°15'29" EAST 98.77 FEET; THENCE SOUTH 00°44'31" WEST 418.58 FEET; THENCE SOUTH 53°26'45" EAST 3.91 FEET; THENCE SOUTH 00°48'57" WEST 132.38 FEET; THENCE ALONG THE ARC OF A 21.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 33.00 FEET (CURVE HAVING A CENTRAL ANGLE 90°02'15" AND A LONG CHORD BEARS S44°16'37"E 29.71 FEET); THENCE SOUTH 89°17'44" EAST 95.51 FEET; THENCE SOUTH 00°47'10" WEST 156.40 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 91,513 SQUARE FEET IN AREA OR 2.10 ACRES.

LAKESHORE LANDING BLOCK 3 PLAT E

BEGINNING AT A POINT WHICH IS NORTH 1247.17 FEET AND WEST 487.83 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST; AND RUNNING:

THENCE SOUTH 57°57'04" WEST 107.51 FEET; THENCE NORTH 39°27'15" WEST 70.27 FEET; THENCE SOUTH 89°16'09" EAST 67.23 FEET; THENCE NORTH 02°32'00" EAST 86.36 FEET; THENCE SOUTH 89°08'21" EAST 91.24 FEET; THENCE NORTH 01°38'03" EAST 75.62 FEET; THENCE NORTH 12°45'06" EAST 135.61 FEET; THENCE NORTH 00°51'39" EAST 156.66 FEET; THENCE SOUTH 89°13'03" EAST 98.72 FEET; THENCE SOUTH 00°46'05" WEST 164.55 FEET; THENCE ALONG THE ARC OF A 335.50 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 334.84 FEET (CURVE HAVING A CENTRAL ANGLE OF 57°10'58" AND A LONG CHORD BEARING S29°21'35"W 321.11 FEET) TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 49,116 SQUARE FEET IN AREA OR 1.13 ACRES.

Block 4G

BEGINNING AT A POINT WHICH IS NORTH 940.78 FEET AND WEST 32.38 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST; AND RUNNING: THENCE NORTH $89^{\circ}11'40''$ WEST 239.99 FEET; THENCE SOUTH $89^{\circ}58'34''$ WEST 288.31 FEET; THENCE SOUTH $00^{\circ}49'10''$ WEST 14.09 FEET; THENCE ALONG THE ARC OF A 178.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 39.75 FEET (CURVE HAVING A CENTRAL ANGLE $12^{\circ}47'38''$ AND A LONG CHORD BEARS $N60^{\circ}49'11''W$ 39.66 FEET); THENCE NORTH $54^{\circ}25'22''$ WEST 75.79 FEET; THENCE ALONG THE ARC OF A 335.50 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 178.28 FEET (CURVE HAVING A CENTRAL ANGLE $30^{\circ}26'48''$ AND A LONG CHORD BEARS $N42^{\circ}43'40''E$ 176.19 FEET); THENCE NORTH $57^{\circ}57'04''$ EAST 108.16 FEET; THENCE ALONG THE ARC OF A 414.50 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 413.68 FEET (CURVE HAVING A CENTRAL ANGLE $57^{\circ}10'58''$ AND A LONG CHORD BEARS $N29^{\circ}21'35''E$ 396.73 FEET); THENCE NORTH $00^{\circ}46'05''$ EAST 164.53 FEET; THENCE SOUTH $89^{\circ}13'03''$ EAST 103.85 FEET; THENCE SOUTH $00^{\circ}44'31''$ WEST 218.59 FEET; THENCE SOUTH $16^{\circ}47'47''$ WEST 209.48 FEET; THENCE SOUTH $45^{\circ}17'41''$ WEST 42.27 FEET; THENCE SOUTH $45^{\circ}47'22''$ EAST 69.07 FEET; THENCE SOUTH $44^{\circ}45'12''$ WEST 24.26 FEET; THENCE SOUTH $46^{\circ}17'43''$ EAST 54.66 FEET; THENCE SOUTH $89^{\circ}04'08''$ EAST 137.29 FEET; THENCE SOUTH $00^{\circ}50'20''$ WEST 194.08 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 184,725 SQUARE FEET IN AREA OR 4.24 ACRES. (NOTE:ALL BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON THE NAD 27 BEARING OF $N 89^{\circ}52'20'' E$ ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST TO THE SOUTHEAST CORNER OF SAID SECTION 22.) NUMBER OF LOTS 49 NUMBER OF PARCELS 2

Block 5I

BEGINNING AT A POINT WHICH IS NORTH 838.47 FEET AND WEST 774.05 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST; AND RUNNING: THENCE SOUTH $00^{\circ}00'09''$ WEST 93.64 FEET; THENCE ALONG THE ARC OF A 83.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 30.20 FEET (CURVE HAVING A CENTRAL ANGLE $20^{\circ}50'59''$ AND A LONG CHORD BEARS $S10^{\circ}25'38''W$ 30.04 FEET); THENCE SOUTH $00^{\circ}00'09''$ WEST 99.68 FEET; THENCE NORTH $89^{\circ}01'53''$ WEST 140.27 FEET; THENCE NORTH $01^{\circ}03'29''$ EAST 630.12 FEET; THENCE SOUTH $89^{\circ}16'08''$ EAST 284.53 FEET; THENCE SOUTH $39^{\circ}27'15''$ EAST 70.27 FEET; THENCE SOUTH $57^{\circ}57'04''$ WEST 0.65 FEET; THENCE ALONG THE ARC OF A 414.50 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 419.22 FEET (CURVE HAVING A CENTRAL ANGLE $57^{\circ}56'55''$ AND A LONG CHORD BEARS $S28^{\circ}58'36''W$ 401.58 FEET) TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 117,276 SQUARE FEET IN AREA OR 2.69 ACRES. (NOTE:ALL BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON THE NAD 27 BEARING OF $N 89^{\circ}52'20'' E$ ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST TO THE SOUTHEAST CORNER OF SAID SECTION 22.) NUMBER OF LOTS 28 NUMBER OF PARCELS 2

Block 6J

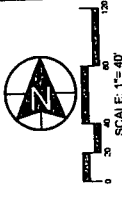
BEGINNING AT A POINT WHICH IS NORTH 631.89 FEET AND WEST 550.59 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST; AND RUNNING: THENCE WEST 123.38 FEET; THENCE ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 22.75 FEET (CURVE HAVING A CENTRAL ANGLE 26°04'11" AND A LONG CHORD BEARS N47°05'26"W 22.55 FEET); THENCE NORTH 00°00'09" EAST 72.01 FEET; THENCE ALONG THE ARC OF A 90.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 28.81 FEET (CURVE HAVING A CENTRAL ANGLE 18°20'34" AND A LONG CHORD BEARS N09°10'08"W 28.69 FEET); THENCE NORTH 00°00'09" EAST 90.88 FEET; THENCE ALONG THE ARC OF A 335.50 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 161.04 FEET (CURVE HAVING A CENTRAL ANGLE 27°30'07" AND A LONG CHORD BEARS N13°45'12"E 159.50 FEET); THENCE SOUTH 54°25'22" EAST 75.79 FEET; THENCE ALONG THE ARC OF A 178.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 39.75 FEET (CURVE HAVING A CENTRAL ANGLE 12°47'38" AND A LONG CHORD BEARS S60°49'11"W 39.66 FEET); THENCE SOUTH 00°49'10" WEST 279.01 FEET; THENCE SOUTH 36°45'44" EAST 23.83 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 42,264 SQUARE FEET IN AREA OR 0.97 ACRES. (NOTE:ALL BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON THE NAD 27 BEARING OF N 89°52'20" E ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST TO THE SOUTHEAST CORNER OF SAID SECTION 22.) NUMBER OF LOTS 11 NUMBER OF PARCELS 1

Exhibit B

Approved as to form:
Attorney for American Fork City


**WHITE HORSE
 DEVELOPERS**
 520 S. 850 E. Suite 44
 LEHI, UT 84043


**LAKESHORE
 LANDING**

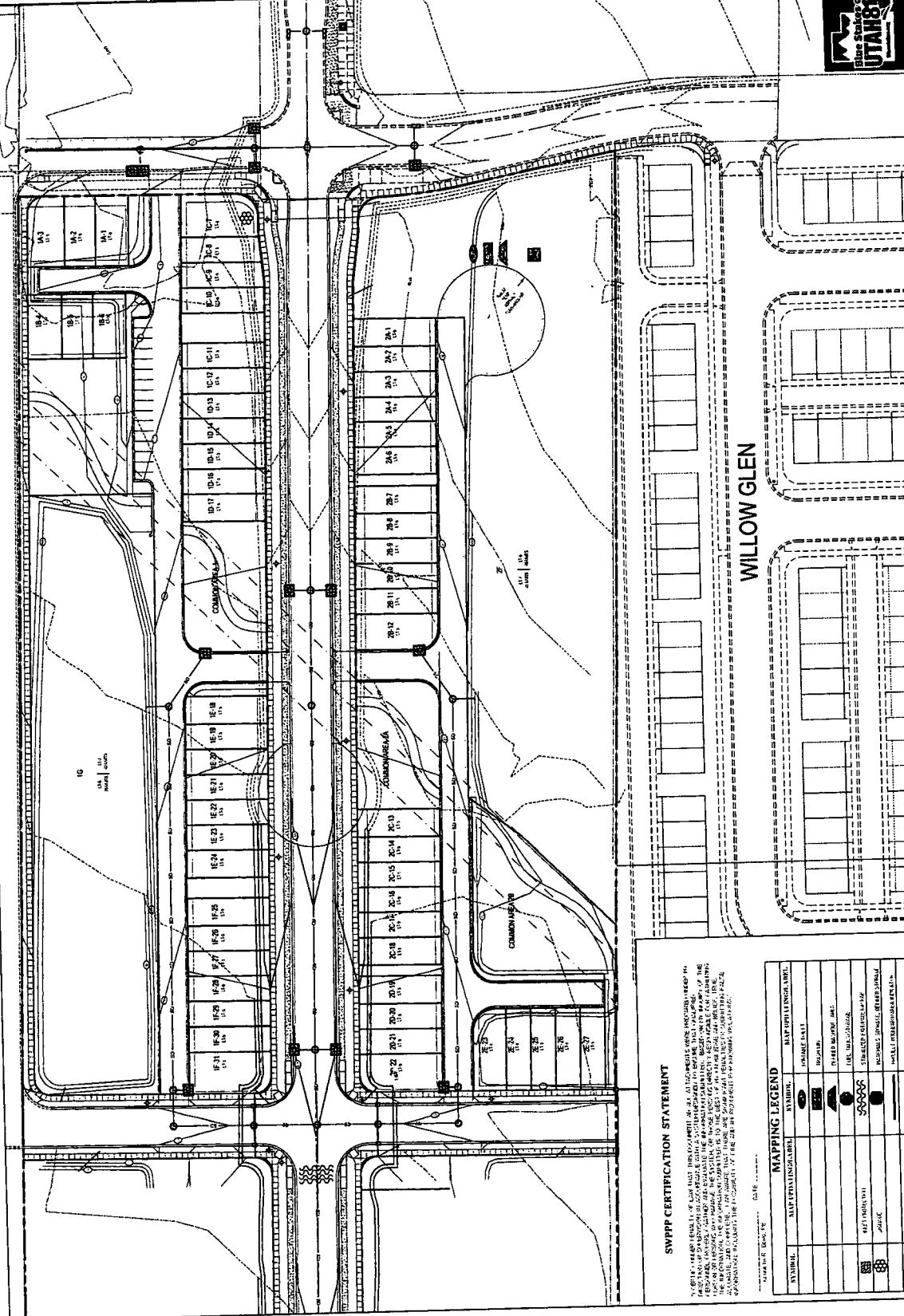



berg
 CIVIL ENGINEERING
 10305 S. W. 15TH AVENUE, SUITE 100
 WESTMINSTER, CO 80037
 TEL: (303) 441-2277
 FAX: (303) 441-8277

NO.	DATE	DESCRIPTION	BY	CHKD.

**FINAL
 BLOCK
 PLAN**

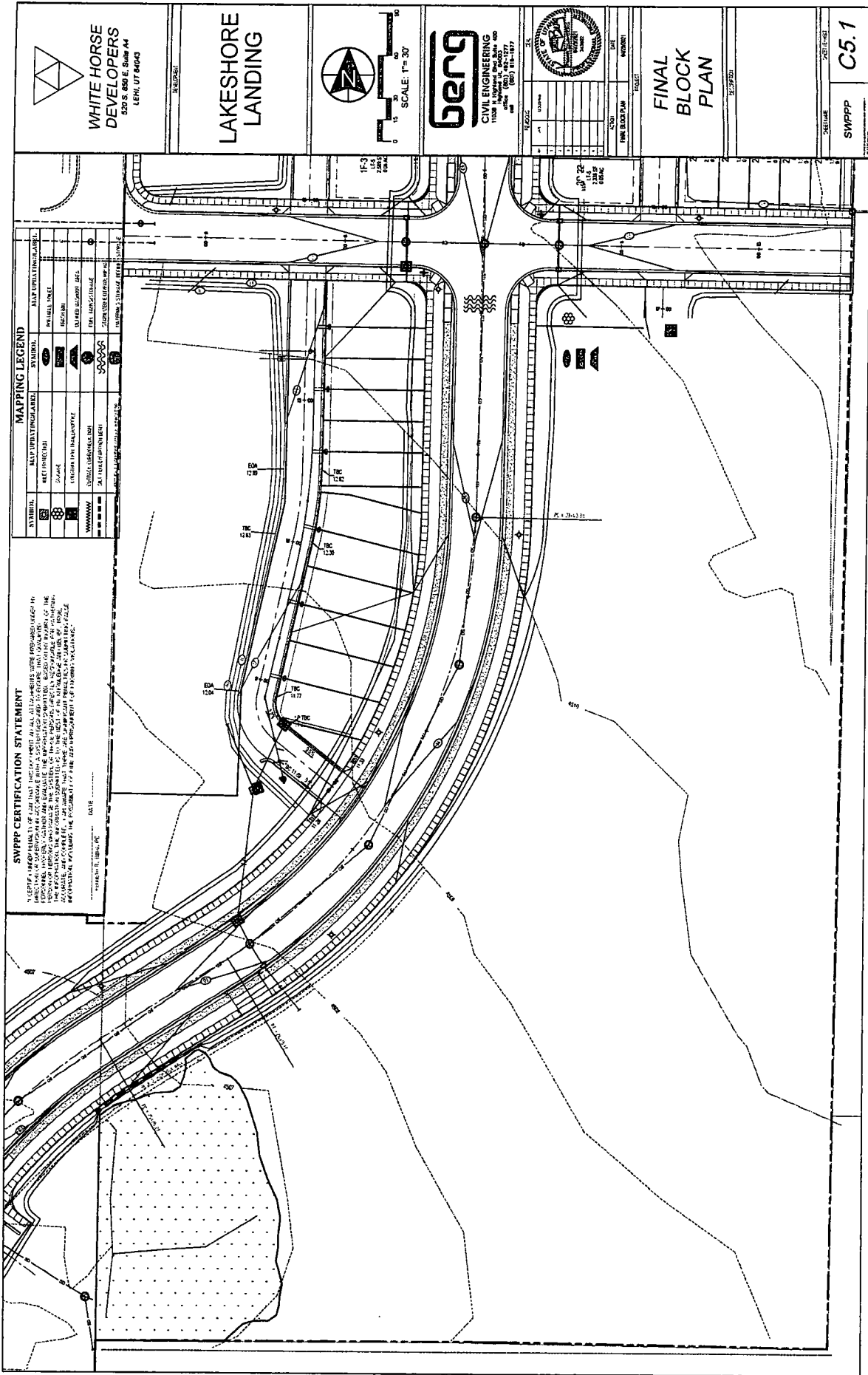
 **SWPPP**
C8.1



WILLOW GLEN

SWPPP CERTIFICATION STATEMENT
 I, the undersigned, certify that this SWPPP was prepared and approved in accordance with the requirements of the Clean Water Act and the National Pollutant Discharge Elimination Act (NPDES) by the State of Utah. I am a duly licensed professional engineer and am duly registered in the State of Utah. I am the author of this SWPPP and I am responsible for its content and accuracy. I warrant that this SWPPP accurately reflects the design and construction of the site and that it will be implemented in accordance with its terms and conditions. I warrant that I am not providing this SWPPP as a basis for reliance by any other party. I warrant that I am not providing this SWPPP as a basis for reliance by any other party.

SYMBOL	DESCRIPTION	DATE	BY
	MAPPING LEGEND		
	50' X 25' UTILITY EASEMENT		
	20' X 15' UTILITY EASEMENT		
	10' X 7.5' UTILITY EASEMENT		
	5' X 7.5' UTILITY EASEMENT		
	1' X 7.5' UTILITY EASEMENT		

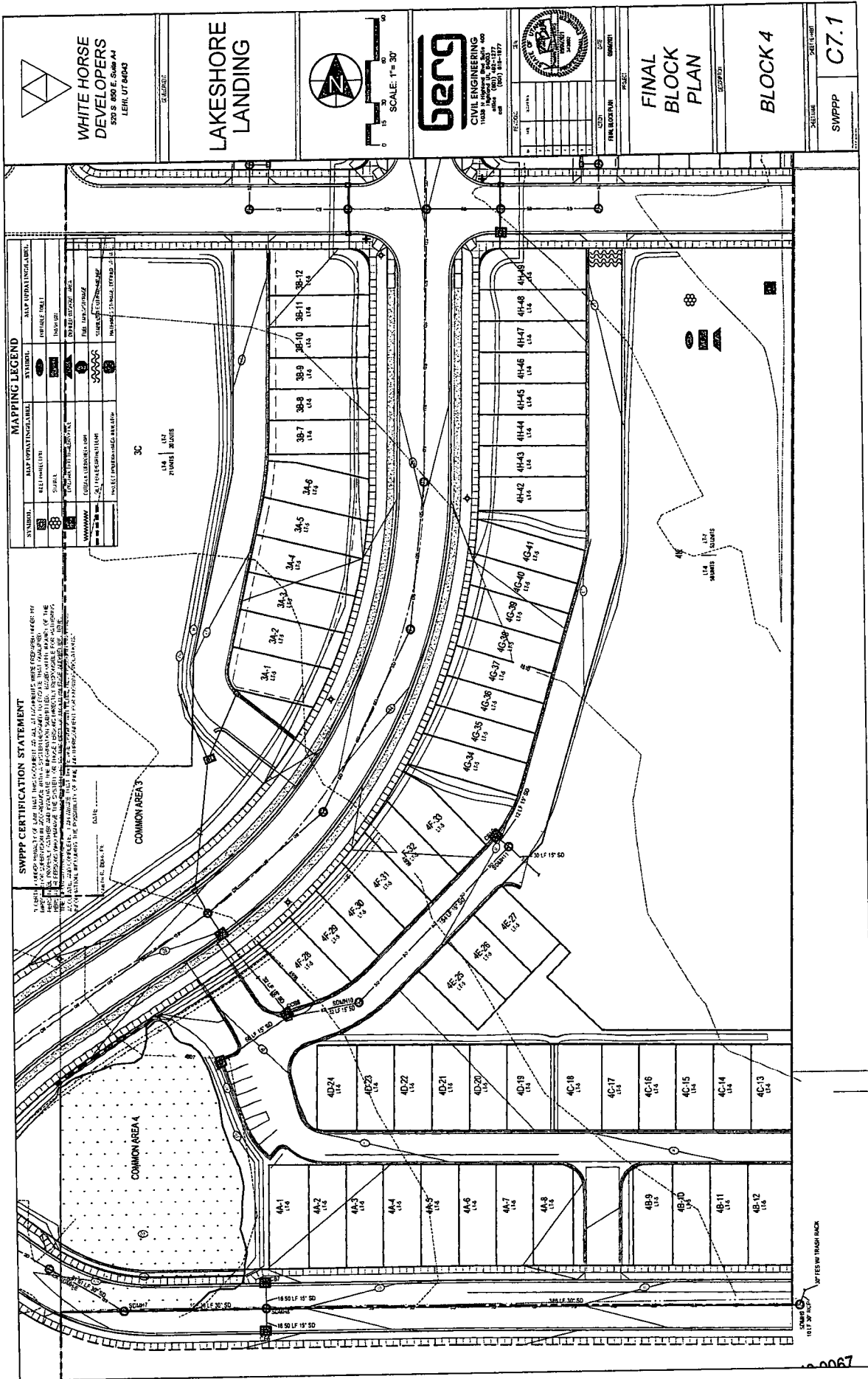


SWPPP CERTIFICATION STATEMENT

I, **THOMAS E. BERNE, P.E.**, hereby certify that the information provided on this plan was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of Utah. I am not providing this information for any other project or purpose. I am not providing this information for any other project or purpose. I am not providing this information for any other project or purpose.

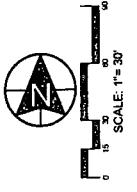
MAPPING LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
[Symbol]	EXISTING IMPROVEMENTS	[Symbol]	PROPOSED IMPROVEMENTS
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[Symbol]	EXISTING LANDSCAPING	[Symbol]	PROPOSED LANDSCAPING
[Symbol]	EXISTING PAVING	[Symbol]	PROPOSED PAVING
[Symbol]	EXISTING FENCING	[Symbol]	PROPOSED FENCING
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[Symbol]	EXISTING LIGHTING	[Symbol]	PROPOSED LIGHTING
[Symbol]	EXISTING SECURITY	[Symbol]	PROPOSED SECURITY



WHITE HORSE DEVELOPERS
570 S 800 E, Suite A4
LEHI, UT 84043

LAKESHORE LANDING



berg
CIVIL ENGINEERING
1100 W. 1100 S.
LEHI, UT 84043
(801) 968-1877

NO.	DATE	BY	CHKD.	APP. BY

FINAL BLOCK PLAN

BLOCK 4

SWPPP
C7.1

MAPPING LEGEND

SYMBOL	MAP SYMBOL/ABBREVIATION	SYMBOL	MAP SYMBOL/ABBREVIATION
	BOUNDARY LINE		UTILITY LINE
	EASEMENT		SURVEY POINT
	RIGHT-OF-WAY		PROPOSED STRUCTURE
	PROPOSED STRUCTURE		PROPOSED STRUCTURE
	PROPOSED STRUCTURE		PROPOSED STRUCTURE

SWPPP CERTIFICATION STATEMENT

I, the undersigned, certify that the SWPPP for this project has been prepared in accordance with the requirements of the Clean Water Act and the National Pollutant Discharge Elimination Act. I have read and understand the SWPPP and its contents. I have reviewed the SWPPP with the project engineer and the project manager. I have reviewed the SWPPP with the project engineer and the project manager. I have reviewed the SWPPP with the project engineer and the project manager. I have reviewed the SWPPP with the project engineer and the project manager.

0067



WHITE HORSE DEVELOPERS
530 S. 800 E. Suite 44
LEHI, UT 84043

LAKESHORE LANDING



SCALE: 1" = 30'



BENG CIVIL ENGINEERING
1100 S. 1000 E. Suite 400
LEHI, UT 84043
PHONE: (801) 434-1177
FAX: (801) 434-1177



FINAL BLOCK PLAN

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SWPPP C7.1

SYMBOL		DESCRIPTION
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[Symbol]	PROPOSED SIDEWALK	PROPOSED SIDEWALK
[Symbol]	EXISTING CURB	EXISTING CURB
[Symbol]	PROPOSED CURB	PROPOSED CURB
[Symbol]	EXISTING LANDSCAPE	EXISTING LANDSCAPE
[Symbol]	PROPOSED LANDSCAPE	PROPOSED LANDSCAPE
[Symbol]	EXISTING UTILITY	EXISTING UTILITY
[Symbol]	PROPOSED UTILITY	PROPOSED UTILITY
[Symbol]	EXISTING FENCE	EXISTING FENCE
[Symbol]	PROPOSED FENCE	PROPOSED FENCE
[Symbol]	EXISTING SIGN	EXISTING SIGN
[Symbol]	PROPOSED SIGN	PROPOSED SIGN
[Symbol]	EXISTING LIGHT	EXISTING LIGHT
[Symbol]	PROPOSED LIGHT	PROPOSED LIGHT
[Symbol]	EXISTING TREE	EXISTING TREE
[Symbol]	PROPOSED TREE	PROPOSED TREE
[Symbol]	EXISTING VEGETATION	EXISTING VEGETATION
[Symbol]	PROPOSED VEGETATION	PROPOSED VEGETATION
[Symbol]	EXISTING PAVEMENT	EXISTING PAVEMENT
[Symbol]	PROPOSED PAVEMENT	PROPOSED PAVEMENT
[Symbol]	EXISTING ASPHALT	EXISTING ASPHALT
[Symbol]	PROPOSED ASPHALT	PROPOSED ASPHALT
[Symbol]	EXISTING CONCRETE	EXISTING CONCRETE
[Symbol]	PROPOSED CONCRETE	PROPOSED CONCRETE
[Symbol]	EXISTING GRAVEL	EXISTING GRAVEL
[Symbol]	PROPOSED GRAVEL	PROPOSED GRAVEL
[Symbol]	EXISTING SAND	EXISTING SAND
[Symbol]	PROPOSED SAND	PROPOSED SAND
[Symbol]	EXISTING SOIL	EXISTING SOIL
[Symbol]	PROPOSED SOIL	PROPOSED SOIL
[Symbol]	EXISTING ROCK	EXISTING ROCK
[Symbol]	PROPOSED ROCK	PROPOSED ROCK
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[Symbol]	PROPOSED WATER	PROPOSED WATER
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[Symbol]	PROPOSED AIR	PROPOSED AIR
[Symbol]	EXISTING FUEL	EXISTING FUEL
[Symbol]	PROPOSED FUEL	PROPOSED FUEL
[Symbol]	EXISTING OIL	EXISTING OIL
[Symbol]	PROPOSED OIL	PROPOSED OIL
[Symbol]	EXISTING GREASE	EXISTING GREASE
[Symbol]	PROPOSED GREASE	PROPOSED GREASE
[Symbol]	EXISTING SLUDGE	EXISTING SLUDGE
[Symbol]	PROPOSED SLUDGE	PROPOSED SLUDGE
[Symbol]	EXISTING DEBRIS	EXISTING DEBRIS
[Symbol]	PROPOSED DEBRIS	PROPOSED DEBRIS
[Symbol]	EXISTING WASTE	EXISTING WASTE
[Symbol]	PROPOSED WASTE	PROPOSED WASTE
[Symbol]	EXISTING HAZARDOUS WASTE	EXISTING HAZARDOUS WASTE
[Symbol]	PROPOSED HAZARDOUS WASTE	PROPOSED HAZARDOUS WASTE
[Symbol]	EXISTING OTHER	EXISTING OTHER
[Symbol]	PROPOSED OTHER	PROPOSED OTHER

BUCKWAITER
13:040:0035

SWPPP CERTIFICATION STATEMENT
I, the undersigned, certify that the SWPPP information provided herein is true and correct to the best of my knowledge and belief, and that I am a duly licensed Professional Engineer in the State of Utah. I am not providing this information for any other purpose than for the use of the SWPPP information provided herein. I am not providing this information for any other purpose than for the use of the SWPPP information provided herein. I am not providing this information for any other purpose than for the use of the SWPPP information provided herein.



Exhibit C

APPENDIX B – SOPs

USWAC Long-Term Stormwater Management Plan

Long-Term Stormwater Management Plan

Pavement Maintenance Operations

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

1. Purpose and Selection:

- Reduce stormwater pollution by sweeping and removing pollutants that will be carried to City stormwater systems during stormwater runoff or by non-storm water runoff.
- The sweeper is intended for removing material that collect on pavements by use and the natural degradation of pavements, i.e. material that collect, drop from vehicles and the natural erosion and breaking up of pavements.

2. Regular Procedure:

- Remain aware of debris and sweep minor debris if needed by hand.
- Generally sweeping machinery should be used during autumn when leaf fall is heavy and early spring after winter thaw. Sometimes sweeping machinery will be necessary when accumulations are spread over a large area of the pavement. These activities will take place on an as needed basis.
- Manage outside activities that leave waste or drain pollutants to our pavements. This involves outside functions including but not limited to: Yard sales, yard storage, fund raisers, etc. Do not allow car wash fund raiser or other activities that allow detergents or other pollutants to be wash into storm drain systems.

3. Disposal Procedure:

- Service contractor dispose at licensed facilities
- Dispose of hand collected material in dumpster

4. Training:

- Annually and at hire

Landscape Maintenance Operations

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

6. **Rule: Prevent any solids, liquids or any light weight material from being carried away from the construction or maintenance envelop by wind or water.**

- **Application:** This SOP should provide sufficient direction for many of the general landscaping operations, e.g., fertilizer and pesticide applications, mowing,

weeding, tree trimming, digging, sprinkler repairs, varying landscape cover management, etc.

- **Maintenance Procedure:**

- a) Grooming Lawn Mowing – Immediately following operation sweep or blow clippings onto vegetated ground.
 1. Fertilizer Operation – Prevent overspray. Sweep or blow fertilizer onto vegetated ground immediately following operation.
 2. Pesticide Operations – Prevent overspray, use spot treatment, sweep or blow dry pesticide onto vegetated ground immediately following operation.
- b) To further clarify. Where runoff may occur, it is not permitted spray any chemicals or fertilizers, or to blow any vegetation or organic material onto streets or paved areas where runoff may carry such items into storm drain systems.
- c) Remove or contain all erodible or loose material prior forecast wind and precipitation events, before any non-stormwater 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.
- d) Landscape project materials and waste can usually be contained or controlled by operational best management practices.

- Operational; including but not limited to:

- a) Strategic staging of materials eliminating exposure, such as not staging on pavement
- b) Avoiding multiple day staging of landscaping backfill and spoil on pavements
- c) Haul off spoil as generated or daily
- d) Scheduling work when weather forecast is clear.

- Cleanup:

- a) 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.
- b) Power blowing tools.
- c) Items should be disposed of through a dumpster or taken to a waste site.

7. **Waste Disposal:** Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.

8. **Equipment:**

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

9. **Training:**

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

Waste Management Operations

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

10. **Application:** This SOP is intended for all Staff, intended for the proper disposal of common everyday waste.

11. **Waste Collection Devices (Exposed units):**

- The site contains 2 types of waste management containers.
- 6yd dumpster with lid
- Receptacles with lids

12. **Waste Disposal Restrictions for all waste Scheduled for the Intermountain Regional Landfill:**

- Generally, most waste generated at this property, and waste from spill and clean up operations can be disposed in our dumpsters under the conditions listed in this SOP. Unless other disposal requirements are specifically identified by the product SDS or otherwise specified in other SOPs.
- Know the facility disposal requirements and restrictions. It should not be assumed that all waste disposed in collection devices will be disposed at the Intermountain Regional Landfill.
- Review Intermountain Regional Landfill regulations for additional restrictions and understand what waste is prohibited in the Intermountain Regional Landfill. Ensure the SDS and Intermountain Regional Landfill regulations are not contradictory.
- Generally, the waste prohibited by the Intermountain Regional Landfill is:
 - Liquid:
 1. paint
 2. pesticides/fertilizers
 3. oil (all types)
 4. antifreeze
 5. batteries
 6. liquid chemicals
 7. etc.
- *(Generally, all the above hazardous waste when involved in minor spill cleanup operations can be disposed in covered dumpsters and our waste bays, if the liquid is contained in absorbent material, e.g., sand, dirt, loose absorbent, pads, booms etc., and transformed or dried such that it will not drip. This is not intended for whole sale disposal of out dated or spent liquid hazardous waste. When disposal of out dated or spent liquid is needed or for questions of how to dispose of other waste, contact the Utah County Health Department for instructions and locations, (801-851- 7331).*

13. **Waste Disposal Required for Intermountain Regional Landfill or other:**

- Generally, for waste not accepted by the Intermountain Regional Landfill.
- Follow SDS for disposal requirements. Review Intermountain Regional Landfill regulations for additional restrictions and understand what waste is prohibited in

the Intermountain Regional Landfill. Ensure the SDS and Intermountain Regional Landfill regulations are not contradictory

General rules are:

- a) Get approval prior to delivery.
- b) Transport waste in secure leak proof containers that are clearly labeled.
- c) Lookup and follow disposal procedures for disposal of waste at other EPA approved sites, the Intermountain Regional Landfill # is a good resource, (801) 930-0984

14. General Staff Maintenance Practices:

- Prevent dumpsters and receptacles from becoming a pollution source by:
- Closing lids
- Reposition tipped receptacles upright.
- Report full or leaking and unsecured dumpsters and receptacles to the company provider or repair it in house. Determine source liquids and prevent it.
- Report any eminent pollutant hazard related to dumpsters and receptacles to the owner.

15. Training:

- Annually and at hire.

Storm Drain Maintenance Operations

General: These SOPs are not expected to cover all necessary procedure actions.

Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in these SOPs.

- **Procedure:**
 - a) Inspect for need:
 - b) Schedule cleaning for boxes and pipe that contain 2" or more of sediment and debris.
 - c) Remove debris by vacuum Intermountain Regional Landfill operated machinery.
 - d) When accumulations are mostly floating debris this material can be removed with a net.
 - e) Inspect standing water for mosquito larvae and contact Utah County Health Department – Mosquito Abatement when necessary.

16. Disposal Procedure:

- Dispose of waste collected by machinery at regulated facilities.
- 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.
- Disposal of hazardous waste .
- Dispose of hazardous waste at regulated disposal facilities, see Waste Management and Spill Control SOP
- Disposal of waste collected from sanitary sewer device at regulated facilities.

17. Training:

- Annually and at hire

Pavement Washing Operations

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

18. Procedure:

- Prevent waste fluids and any detergents if used from entering storm drain system. The following methods are acceptable for this operation.
- Dam the inlet using a boom material that seals itself to the pavement and pick up the wastewater with shop-vacuum or absorbent materials.
- Collect wastewater with shop-vacuum simultaneous with the washing operation.
- Collect wastewater with vacuum truck or trailer simultaneous with the washing operation.
- This procedure must not be used to clean the initial spills. First apply the Spill Containment and cleanup SOP.

19. Disposal Procedure:

- Small volumes can usually be drained to the local sanitary sewer. Contact the Timpanogos Special Service District for the necessary approval(s) and process for draining into the sewer system prior to work being performed and fluids being drained.
- Large volumes must be disposed at regulated facilities.

20. Pavement Cleaning Frequency:

- There is no regular pavement washing regimen. 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.

21. Training:

- Annually and at hire

Snow and Ice Removal Management

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

22. Application:

- Parking and sidewalk winter management operations.

23. De-Icing Procedure:

- Do not store or allow salt or equivalent to be stored on outside paved surfaces.
- Minimize salt use by varying salt amounts relative to hazard potential.
- Sweep excessive piles left by the spreader. Dispose of excess salt in a dumpster.
- Watch forecast and adjust salt amounts when warm ups are expected the same day.

24. Training:

- Annually and at hire.
- Require snow and ice service contractors to follow the stronger of this SOP and their company SOPs.

- Snow is to be pushed into the snow storage areas. All operators shall comply with American Fork city resolution 2005-12-61R, and not push snow into public streets.

General Construction Maintenance

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

25. **Rule: Prevent any solids, *liquids or any light weight material from being carried away from the construction or maintenance envelop by wind or water.**
26. ***Liquids - including culinary water and irrigation water that are polluted with material that will damage the environment.**
27. **Application:**
 - 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.
28. **Construction Procedure:**
 - Remove or contain all erodible or loose material prior forecast wind and precipitation events or before non-stormwater 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-stormwater events.
 - Project materials and waste can be contained or controlled by operational or structural best management practices.
 - Operational; including but not limited to:
 - a) Strategic staging of materials eliminating exposure, such as not staging on pavement
 - b) Avoiding multiple day staging of backfill and spoil
 - c) Haul off spoil as generated or daily
 - d) Schedule work during clear forecast
 - Structural; including but not limited to:
 - a) Inlet protection, e.g. wattles, filter fabric, drop inlet bags, boards, planks
 - b) Gutter dams, e.g. wattles, sandbags, dirt dams
 - c) Boundary containment, e.g. wattles, silt fence
 - d) Dust control, e.g. water hose,
 - e) Waste control, e.g. construction solid or liquid waste containment, dumpster, receptacles
 - 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.
29. **Cleanup:**
 - Use dry cleanup methods, e.g. square nose shove and broom.
 - Wet methods are allowed if wastewater is prevented from entering the stormwater system, e.g. wet/dry vacuum, disposal to our landscaped areas.
30. **Cleanup Standard:**

- When a broom and a square nosed shovel cannot pick any appreciable amount of material.
- 31. Waste Disposal:**
- Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.
 - Never discharge waste material to storm drains
- 32. Equipment:**
- Tools sufficient for proper containment of pollutants and cleanup.
 - Push broom and square blade shovel should be a minimum.
- 33. Training:**
- Annually and at hire.

Spill Control

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

- **Rational:**
 - a) All properties are susceptible to spills whether it is a result of operations or by customers. Insufficient response, inadequate containment materials and improper spill cleanup methods will result in pollutants in our waterways. Once the pollutants reach our storm drain system, or even the detention pond, they are difficult and expensive to remove.
- **Containment Procedure:**
 - a) Priority is to dam and contain flowing spills.
 - b) Use spill kits booms if available or use any material available; including but not limited to, nearby sand, dirt, landscaping materials, etc.
 - c) Hazardous or unknown waste material spills
 1. Critical Emergency constitutes large quantities of flowing uncontained liquid that will affect areas with people or reach storm drain systems. Generally burst or tipped tanks. Call HAZMAT, Department of Water Quality, Utah County Health Department, and American Fork City.
 2. Minor Emergency constitutes a spill that has reached a storm drain but is no longer flowing. Call Utah County Health Department, American Fork City
 3. Spills that are contained on the surface and do not meet the criteria for Critical and minor emergencies may be managed by the responsible implementation of this SOP.
 4. Contact Numbers:
 1. HAZMAT – 911
 2. Department of Water Quality – 801-231-1769, 801-536-4123
 3. Utah County Health Department – (801) 851-7000

4. American Fork City – (801) 763-3000

34. Cleanup Procedure:

- NEVER WASH SPILLS TO THE STORM DRAIN SYSTEMS.
- 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.

35. DISPOSAL:

- Follow SDS requirements but usually most spills can be disposed per the following b. & c.
- Generally most spills absorbed into solid forms can be disposed to the dumpster and receptacles. Follow Waste Management SOP.
- Generally Liquid waste from surface cleansing processes may be disposed to the sanitary sewer system after the following conditions have been met:
 - a) Dry cleanup methods have been used to remove the bulk of the spill and disposed per the Waste Management SOP.
 - b) 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.

36. Documentation:

- Document all spills in Appendix C.

37. SDS sheets:

- SDS Manual is filed in break room.

38. Materials:

- Generally sand or dirt will work for most clean up 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.

39. Training:

- Annually and at hire.

APPENDIX C – Spill Documentation

Date of Spill:

Material or Fluid Spilled:

Clean up completed by:

Clean up date completed:

How Material/ Fluid was disposed:

Date of Spill:

Material or Fluid Spilled:

Clean up completed by:

Clean up date completed:

How Material/ Fluid was disposed:

Date of Spill:

Material or Fluid Spilled:

Clean up completed by:

Clean up date completed:

How Material/ Fluid was disposed:

Exhibit D

Facility Operation and Maintenance Inspection Report for Storm Drain Facilities

Inspector Name:		Subdivision Name:			
Inspection Date:		Address:			
Frequency of inspection		<input type="checkbox"/> Weekly		<input type="checkbox"/> Monthly	
		<input type="checkbox"/> Quarterly		<input type="checkbox"/> Annual	
Item Inspected	Checked		Maintenance		Observations and Remarks
	Yes	No	Req'd	Not Req'd	
Pond Facilities					
1	Landscaping maintenance				
2	Remove sedimentation				
3	Remove debris				
4	Repair side slopes				
5	Repair rip-rap protection				
6	Repair control structure				
7	Cleaning of outfall				
8	Removal of floatable debris				
9	Maintenance of inlets				
10	Maintenance of outlets				
Storm drain system					
1	Remove sediment from catch basins				
2	Cleaning storm drain pipes				
3	Maintenance of drainage swales				
4	Remove sediment from manholes				
5	Remove sediment from sumps				
6	Repair oil/ water separator				
7	Repair sand filters				
Parking lot and roads maintenance					
1	Sweeping of parking lot				
2	Sweeping of streets				
3	Cleaning of garbage enclosure				
4	Cleaning of non-hazardous spills				
5	Managing fertilizer use				
6	Managing pesticide use				
7	Removal of grass after lawn mowing				

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information provided is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

BY: Date:
 Site Inspector

Approved as to form:
 Attorney for American Fork City

MAINTENANCE/INSPECTION SCHEDULE

Frequency	Site Infrastructure

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

RECORD INSPECTIONS IN THE MAINTENANCE LOG

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

MAINTENANCE LOG

Date	Maintenance Performed/ Spill Events: Perform maintenance per SOPs	Observation Notes, Inspection Results, Concerns, etc.	Initials

Annual Summary of Storm Water Facility Agreement