

## STORM WATER FACILITY AGREEMENT

THIS AGREEMENT, is made and entered into this 29<sup>th</sup> day of April, 2020 by and between Woodside Homes of Utah 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 330 West 700 South 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.

### 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 E.

#### 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.

Approved as to form:  
Attorney for American Fork City

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

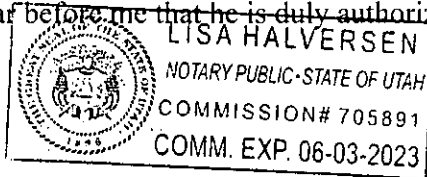
Date: 4-29-2020, 2020.

[Signature]  
By: Robert Thompson  
Its: Manager

NOTARIZATION

STATE OF UTAH )  
 ) :ss  
COUNTY OF UTAH )

The above Agreement was executed on this 29 day of April, 2020 by Robert Thompson, for and on behalf of Woodside Homes of Utah, LLC 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.



[Signature]  
NOTARY PUBLIC

AMERICAN FORK CITY

Date: May 27, 2020.

[Signature]  
Scott Sensanbaugher  
Director of Public Works

ATTEST:

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Long Term Stormwater Management Plan (LTSMP)

**Exhibit A**

STONECREEK PLAT 'A'

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH,  
RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN  
AMERICAN FORK CITY, UTAH, UTAH COUNTY, UTAH

STONECREEK PLAT 'B'

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH,  
RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN  
AMERICAN FORK CITY, UTAH, UTAH COUNTY, UTAH

STONECREEK PLAT 'C'

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH,  
RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN  
AMERICAN FORK CITY, UTAH, UTAH COUNTY, UTAH

STONECREEK PLAT 'D'

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH,  
RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN  
AMERICAN FORK CITY, UTAH, UTAH COUNTY, UTAH

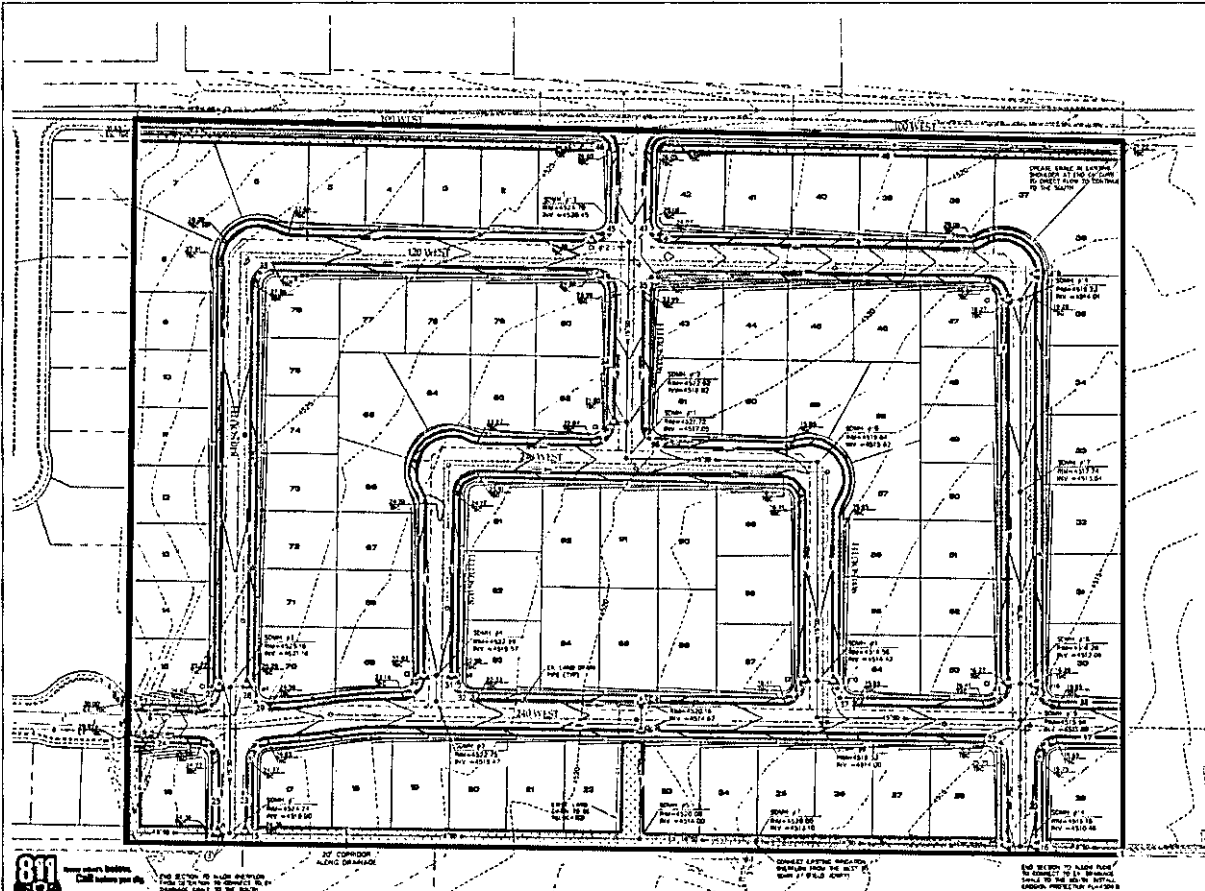
Long Term Stormwater Management Plan (LTSMP)

*Exhibit B*

**Facility Maps**

Include the overview of the facility with the location of all Long Term Stormwater BMPs





**GENERAL NOTES**

1. ALL CONSTRUCTION TO BE DONE ACCORDING TO THE AMERICAN FORK CITY STANDARDS AND SPECIFICATIONS.
2. PRIOR TO CONSTRUCTION, AN EROSION & SEDIMENTATION CONTROL PLAN WILL BE SUBMITTED TO THE PUBLIC WORKS DIRECTOR FOR APPROVAL.
3. PRIOR TO COMMENCEMENT OF ANY WORK, PRE-CONSTRUCTION MEETINGS WILL BE HELD WITH THE PUBLIC WORKS DIRECTOR, CHIEF BUILDING OFFICE, CITY ENGINEER, THE CONTRACTOR AND THE PROPERTY OWNER.
4. ALL ADA REQUIREMENTS TO BE CONSTRUCTED IN ACCORDANCE WITH THE AMERICAN FORK CITY STANDARDS AND SPECIFICATIONS. CONTRACTOR TO VERIFY ALL ADA STANDARDS ARE MET.
5. ALL STORM DRAINS TO BE 18" TOP UNLESS OTHERWISE NOTED.
6. ALL CURB INLET BOXES TO BE 3'5" DEEP UNLESS OTHERWISE NOTED.
7. THIS AREA IS CONNECTED TO THE STORMWATER CHANNEL ALONG THE WEST BOUNDARY LINE. IN THE FUTURE DEVELOPMENT, DEVELOPER WILL COORDINATE WITH AMERICAN FORK CITY FOR CHANNEL DEVELOPMENT REQUIREMENTS.







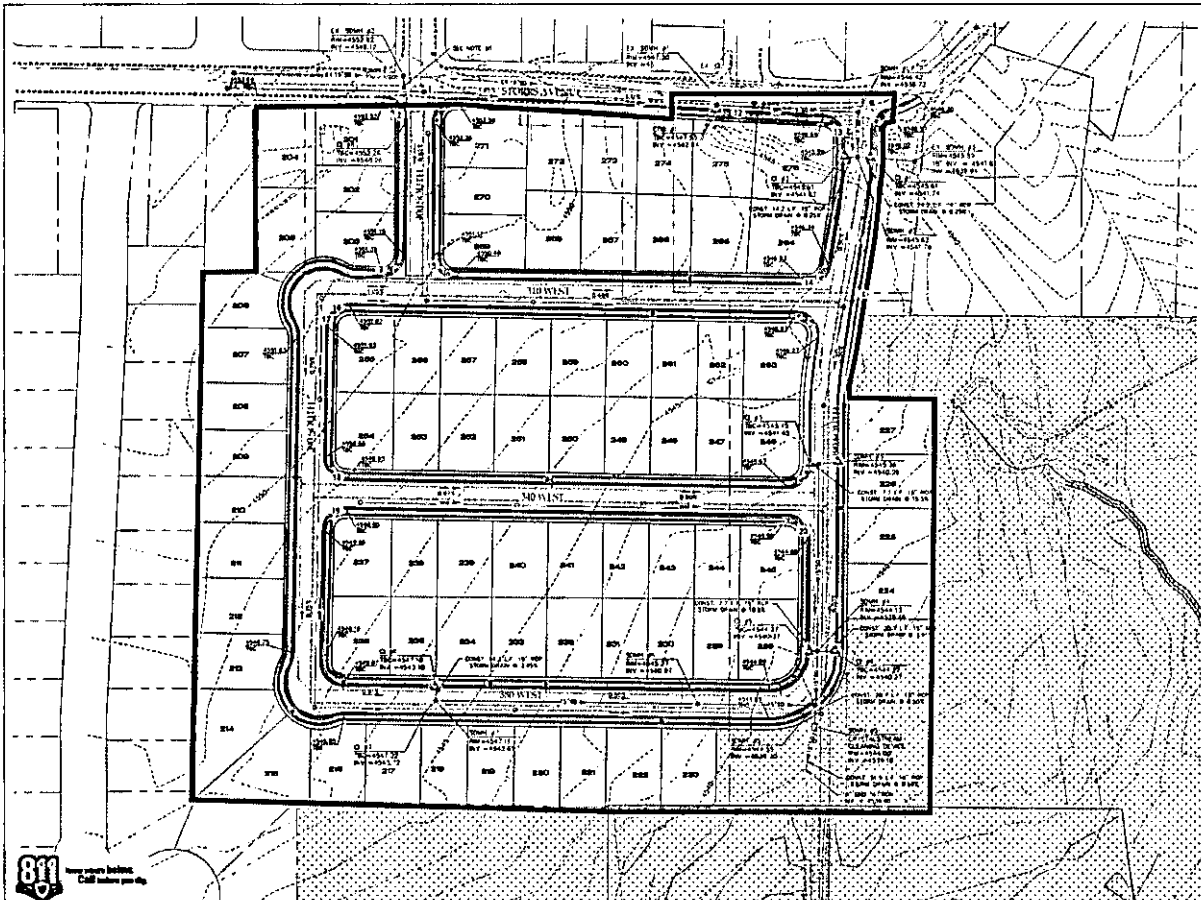
811  
 CALL BEFORE YOU DIG  
 THE CITY OF AMERICAN FORK HAS A 24-HOUR SERVICE CENTER FOR REPORTING POTENTIAL PROBLEMS TO THE UTILITY LOCATOR SERVICE.  
 811 CALL NUMBER: (801) 768-4544  
 WWW.AMERICANFORK.UTAH.GOV  
 811 CALL NUMBER: (801) 768-4544  
 WWW.AMERICANFORK.UTAH.GOV

<b>TRANE ENGINEERING, P.C.</b> CONSULTING ENGINEERS AND LAND SURVEYORS 27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544		AMERICAN FORK, UTAH	<b>STONECREEK</b> A RESIDENTIAL SUBDIVISION	GRADING AND DRAINAGE	JOB #5-A7 SHEET NO 3
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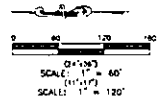
# LEGEND



-  Landscaping (29)
-  North (1)
-  Property Boundary (1)
-  Storm Drain Inlet (18)



- GENERAL NOTES**
1. ALL CONSTRUCTION TO BE DONE ACCORDING TO THE AMERICAN FORK CITY STANDARDS AND SPECIFICATIONS.
  2. PRIOR TO CONSTRUCTION, AN EROSION & SEDIMENTATION CONTROL PLAN SHALL BE SUBMITTED TO THE PUBLIC WORKS DIRECTOR FOR APPROVAL.
  3. PRIOR TO COMMENCEMENT OF ANY WORK, A PRECONSTRUCTION MEETING SHALL BE HELD WITH THE PUBLIC WORKS DIRECTOR, CITY BUILDING OFFICE, CITY INSPECTOR, THE CONTRACTOR AND THE PROPERTY OWNER.
  4. ALL PERMITS MUST BE OBTAINED IN ACCORDANCE WITH THE AMERICAN FORK CITY STANDARDS AND SPECIFICATIONS. CONTRACTOR TO OBTAIN ALL PERMITS PRIOR TO START.
  5. ALL STORM DRAIN TO BE 18" RCP UNLESS OTHERWISE NOTED.
  6. ALL CURB AND GUTTER TO BE 24" DEEP UNLESS OTHERWISE NOTED. THIS DRAIN IS CONNECTED TO THE DRAINAGE CANAL, ALONG THE WEST BOUNDARY LINE. WITH FUTURE DEVELOPMENT OR REDEVELOPMENT, CONTRACTOR TO MATCH AND REPAIR EXISTING AS SHOWN HEREON. ALL UTILITY CONNECTIONS AS INDICATED BY AMERICAN FORK CITY.
  7. THE DRAINAGE PILE IS TO BE LOCATED AT THE CORNER. A DRAINAGE STRAIN UNIT FOR CLEANING IS PROPOSED TO BE INSTALLED AT THE OUTLET OF THE DRAIN PRIOR TO CONNECTING TO THE 18" RCP DRAIN SYSTEM.



**TRANE ENGINEERING, P.C.**  
 CONSULTING ENGINEERS AND LAND SURVEYORS  
 27 EAST MAIN LEHI, UTAH 84043 (801) 758-4544

AMERICAN FORK, UTAH




**STONECREEK PLAT "B"**  
 A RESIDENTIAL SUBDIVISION

GRADING AND DRAINAGE

JOB  
 WS-AF  
 SHEET NO  
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# LEGEND

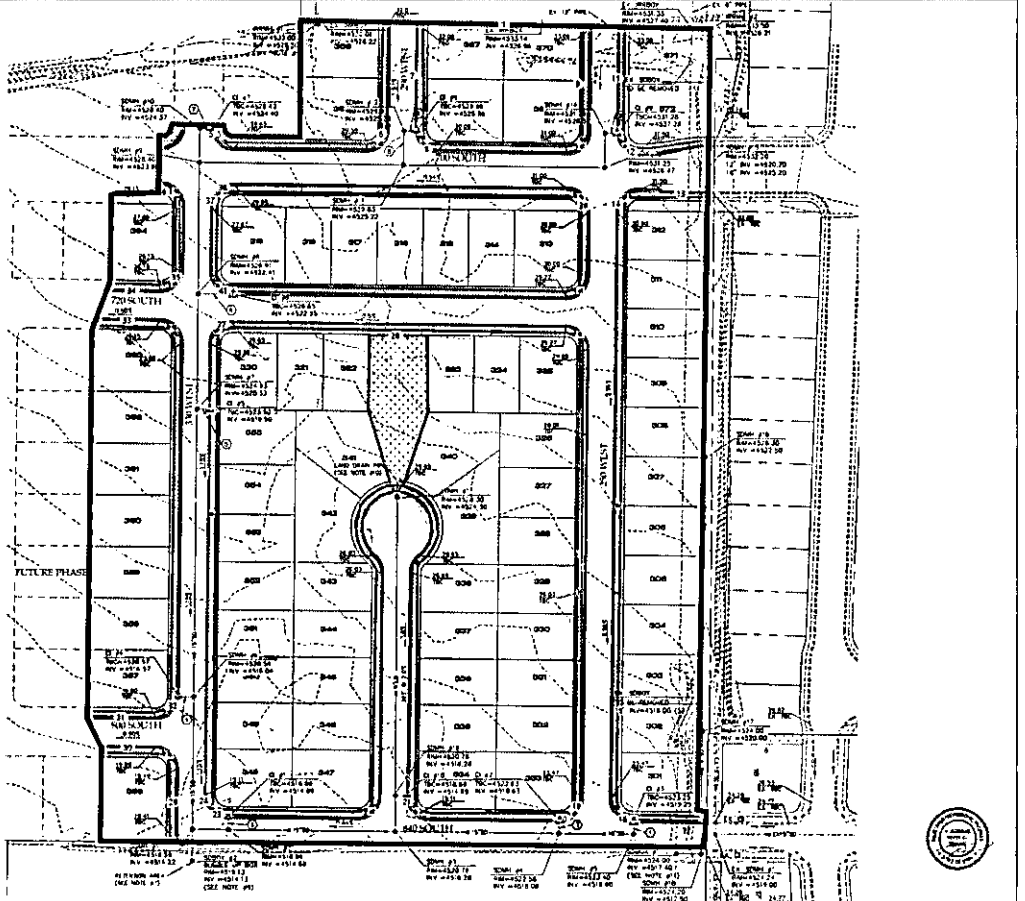
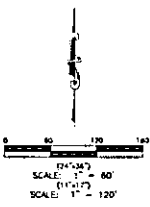


-  Landscaping (11)
-  Property Boundary (1)
-  Storm Drain Inlet (8)

**GENERAL NOTES**

1. ALL CONSTRUCTION TO BE DONE ACCORDING TO THE AMERICAN FORM CITY STANDARDS AND SPECIFICATIONS.
2. BEFORE ANY CONSTRUCTION, AN EROSION & SEDIMENTATION CONTROL PLAN SHALL BE SUBMITTED TO THE PUBLIC WORKS DIVISION FOR APPROVAL.
3. BEFORE COMMENCEMENT OF ANY WORK, A PRE-CONSTRUCTION MEETING SHALL BE HELD WITH THE PUBLIC WORKS DIVISION, CITY BUILDING OFFICE, CITY INSPECTOR, THE CONTRACTOR AND THE PROPERTY OWNER.
4. ALL AREA REQUIREMENTS TO BE COMPLETED IN ACCORDANCE WITH THE AMERICAN FORM CITY STANDARDS AND SPECIFICATIONS, CONTRACTOR TO ENSURE ALL AREA STANDARDS ARE MET.
5. ALL STORM DRAIN TO BE 12" UNLESS OTHERWISE NOTED.
6. ALL CURB AND GUTTER TO BE 3" DEEP UNLESS OTHERWISE NOTED.
7. THE STORM WATER FROM THIS AREA IS DIRECTED TO THE SOUTHWEST CORNER OF THE DEVELOPMENT AND SHALL BE RETURNED ON THE PROPERTY TO THE SOUTH UNLESS OTHERWISE NOTED. DEVELOPER SHALL COORDINATE WITH AMERICAN FORM CITY FOR SPECIAL SAFETY PLANNED DIRECTION AREA TO THE SOUTH ALONG THE POWER LINE CORRIDOR.
8. CONTRACTOR TO INSTALL 12" PERFORATED PIPE WITH SOCK AND GRAVEL BED FOR 30' TO THE SOUTH OF THE BUZZLE OR 30' TO THE SOUTH OF THE DRIVE AFTER STORM WATER HAS BEEN DIRECTED TO STATION AREA.
9. CONTRACTOR TO COORDINATE CONNECTION TO EXISTING 12" SEWAGE PIPE TO THE NORTH WITH ENGINEER.
10. CONTRACTOR TO COORDINATE CONNECTION OF WATER IN THIS AREA DURING CONSTRUCTION WITH ENGINEER AND INSTALL COLLECTION SYSTEM ENDS (LOR) AS DETERMINED.
11. CONNECT TO EXISTING 12" SEWAGE PIPE WITH TEMPORARY CLEAN OUT BOX NEAR FLOW LINE PRIOR TO CONNECTION.




- ① CORN: 12" OF 12" 90 PPS @ 2.0%
- ② CORN: 12" OF 12" 90 PPS @ 1.0%
- ③ CORN: 12" OF 12" 90 PPS @ 1.0%
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- ⑩ CORN: 12" OF 12" 90 PPS @ 1.0%



<b>TRANE ENGINEERING, P.C.</b> CONSULTING ENGINEERS AND LAND SURVEYORS 37 EAST MAIN LEHI, UTAH 84043 (801) 788-4544		AMERICAN FORK, UTAH	<b>STONECREEK PLAT "C"</b> A RESIDENTIAL SUBDIVISION	GRADING AND DRAINAGE	JOB 95-AF SHEET NO 3
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# LEGEND



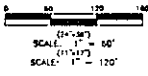
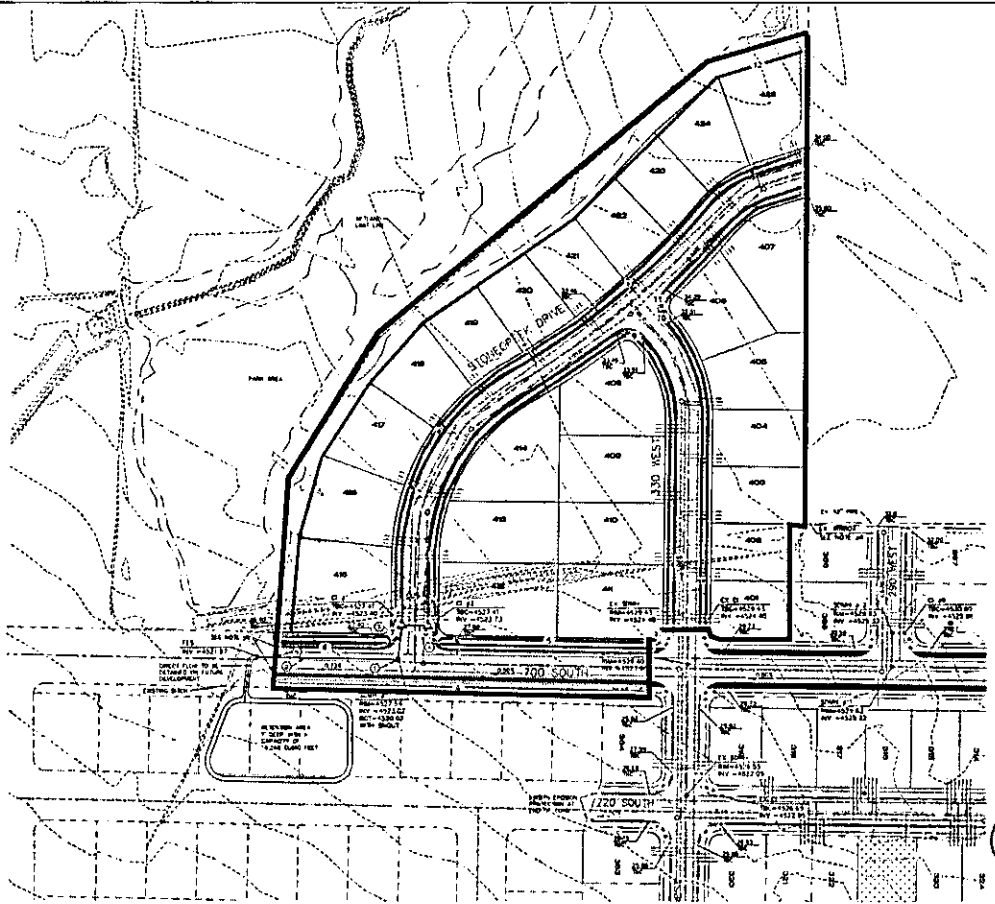
-  Landscaping (30)
-  Property Boundary (1)
-  Storm Drain Inlet (10)

**GENERAL NOTES**

1. ALL CONSTRUCTION TO BE DONE ACCORDING TO THE AMERICAN FORD CITY STANDARDS AND SPECIFICATIONS.
2. PRIOR TO CONSTRUCTION, AN EROSION & SEDIMENTATION CONTROL PLAN SHALL BE SUBMITTED TO THE PUBLIC WORKS DIRECTOR FOR APPROVAL.
3. PRIOR TO COMMENCEMENT OF ANY WORK, A PRECONSTRUCTION MEETING SHALL BE HELD WITH THE PUBLIC WORKS DIRECTOR, CITY BUILDING OFFICE, CITY INSPECTOR, THE CONTRACTOR AND THE PROPERTY OWNER.
4. ALL JOB REQUIREMENTS TO BE COMPLETED IN ACCORDANCE WITH THE AMERICAN FORD CITY STANDARDS AND SPECIFICATIONS. CONTRACTOR TO FURNISH ALL JOB STANDARDS AND V.I.
5. ALL STORM DRAIN TO BE 15" RCP UNLESS OTHERWISE NOTED.
6. ALL CURB AND I ROADS TO BE 3.0' DEEP UNLESS OTHERWISE NOTED.
7. THE STORM WATER FROM THIS AREA IS DIRECTED TO THE SOUTHWEST CORNER OF THE DEVELOPMENT AND SHALL BE DIRECTED TO THE EXISTING DITCH WHICH WILL ULTIMATELY BE COLLECTED AND DETAINED ON THE PROPERTY TO THE SOUTH IN THE FUTURE DRAINAGE MASTER PLANNED DEVELOPMENT AREA.
8. CONTRACTOR TO VERIFY THAT THE PIPE TO THE SOUTH IN THE EXISTING DRAINAGE BOY HAS BEEN ABANDONED AND THAT THE OPENING TO THE EAST AND NORTH HAS BEEN PRESERVED.
9. INSTALL DRAINAGE AT THE END OF THE ROADWAY TO DIRECT ANY EXCESS FLOW TO THE SOUTH AND ONTO THE PROPERTY TO BE RETAINED UNTIL FUTURE CONSTRUCTION IS MADE.

**KEY NOTES**

- DRIVE STORM DRAIN MANHOLE WITH WADT
- DRIVE 12" x 12" x 12" RCP 6.0 FT
- DRIVE 24" x 24" x 12" RCP 6.0 FT
- DRIVE 24" x 24" x 12" RCP 6.0 FT
- DRIVE 24" x 24" x 12" RCP 6.0 FT
- DRIVE 24" x 24" x 12" RCP 6.0 FT



NO.	DATE	DESCRIPTION	BY	APP'D.
1	11/1/20	ISSUED FOR PERMITS	TRANE	
2	11/1/20	ISSUED FOR PERMITS	TRANE	
3	11/1/20	ISSUED FOR PERMITS	TRANE	

**TRANE ENGINEERING, P.C.**  
 CONSULTING ENGINEERS AND LAND SURVEYORS  
 27 EAST MAIN LEHI, UTAH 84043 (801) 788-4544

AMERICAN FORK, UTAH

**STONECREEK PLAT "D"**  
 A RESIDENTIAL SUBDIVISION




GRADING AND DRAINAGE



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# LEGEND



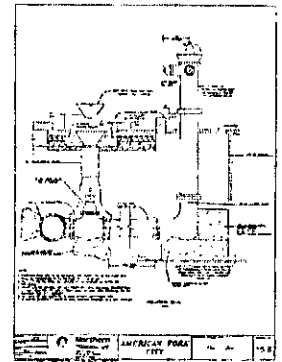
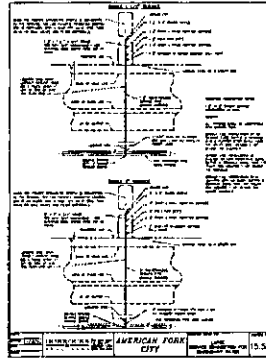
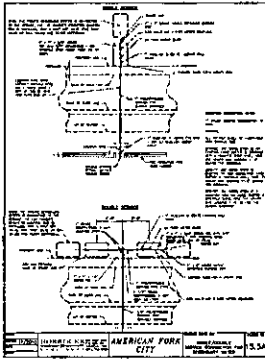
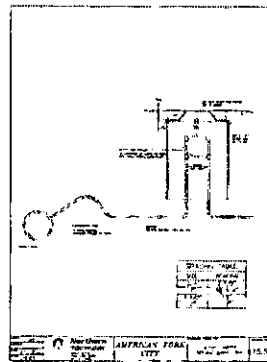
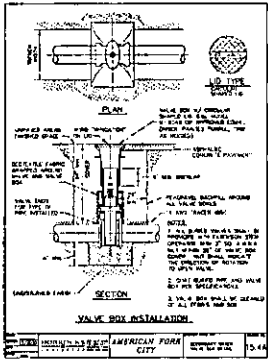
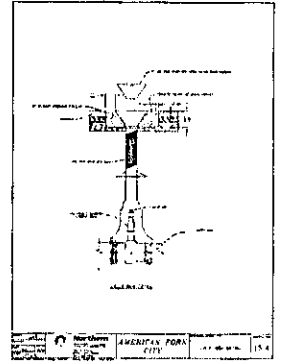
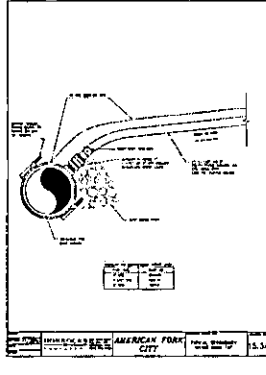
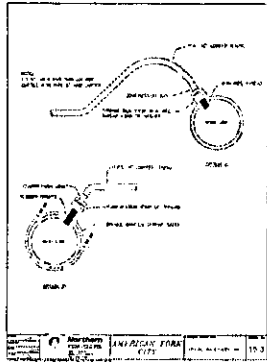
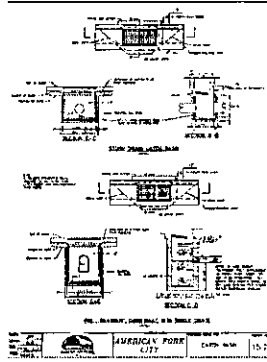
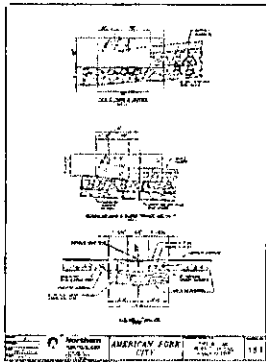
-  Landscaping (9)
-  Property Boundary (1)
-  Storm Drain Inlet (2)



Long Term Stormwater Management Plan (LTSMP)

**Long Term Stormwater BMP Details**

Include all details of the Long Term Stormwater BMPs



NO.	REV.	DATE	BY	CHKD.

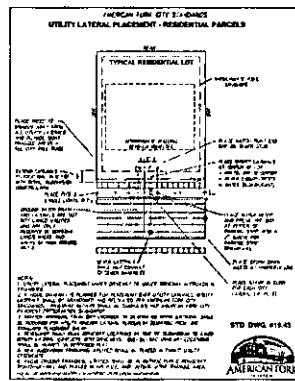
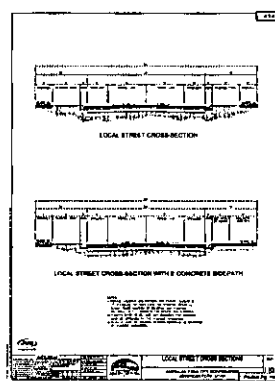
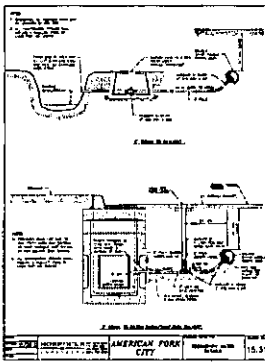
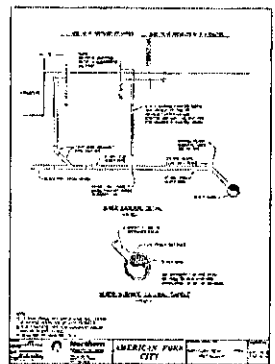
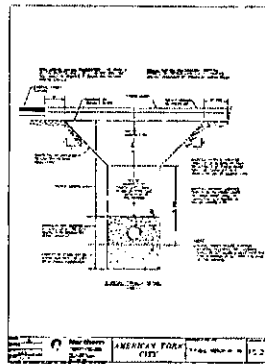
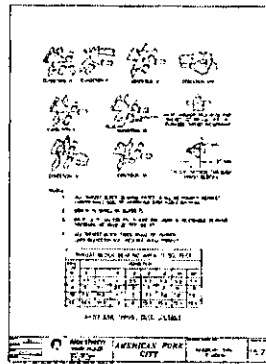
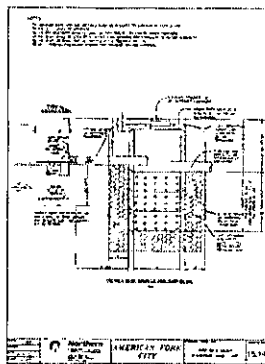
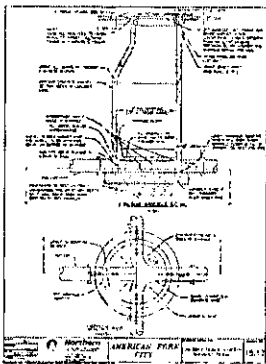
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AMERICAN FORK, UTAH

**STONECREEK**  
 A RESIDENTIAL SUBDIVISION

DETAIL SHEET 1

JOB  
 85-87  
 SHEET NO  
 11



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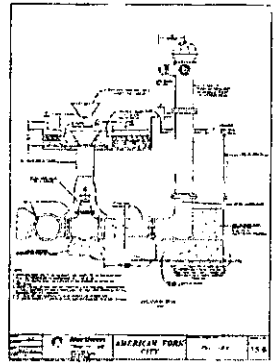
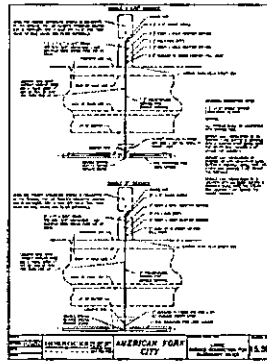
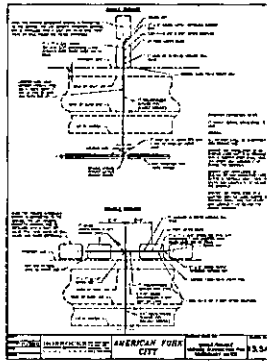
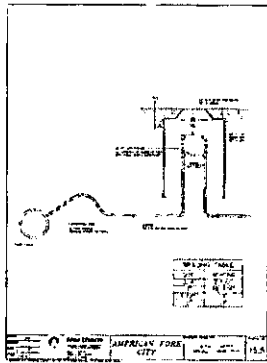
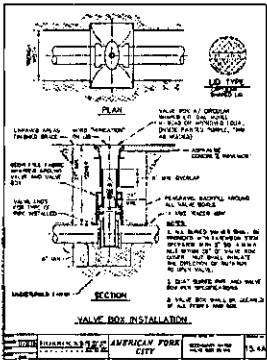
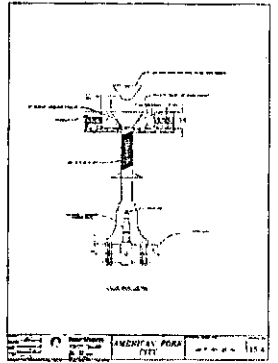
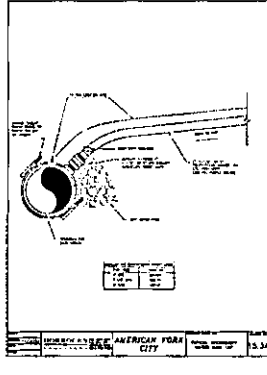
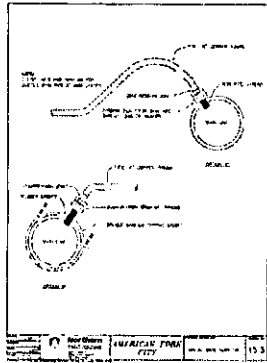
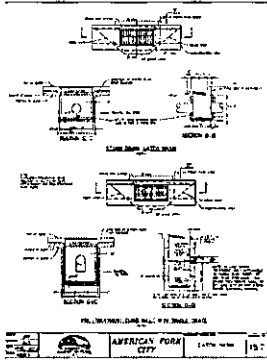
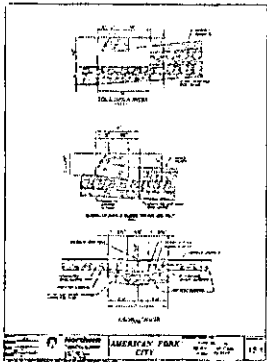
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AMERICAN FORK, UTAH

*STONECREEK*  
 A RESIDENTIAL SUBDIVISION

DETAIL SHEET 2

JOB  
 WS-AF  
 SHEET NO.  
 12



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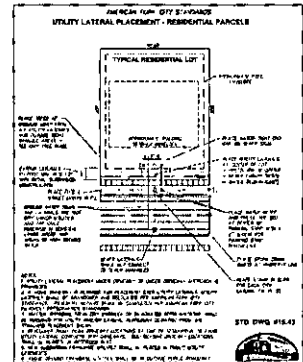
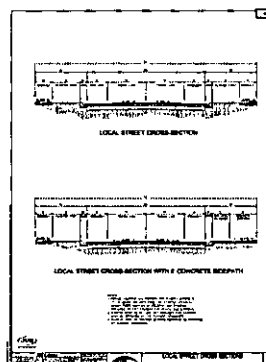
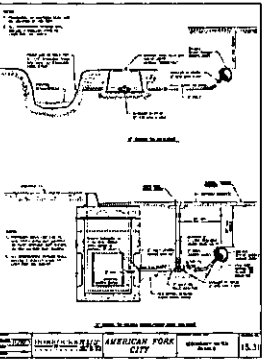
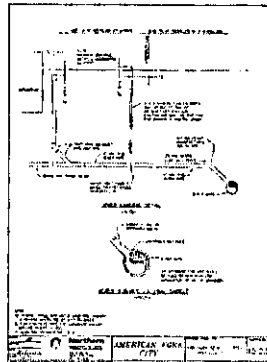
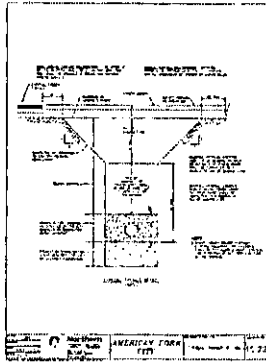
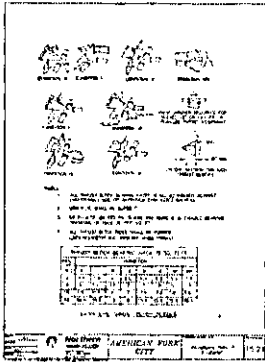
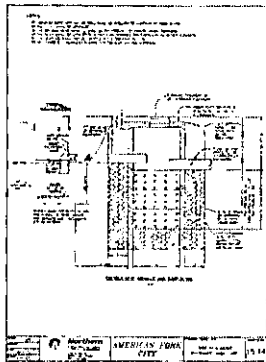
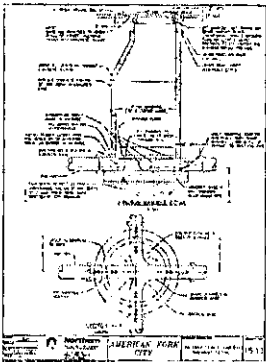
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**STONECREEK PLAT "B"**  
 A RESIDENTIAL SUBDIVISION

DETAIL SHEET 1

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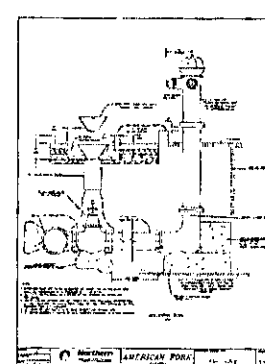
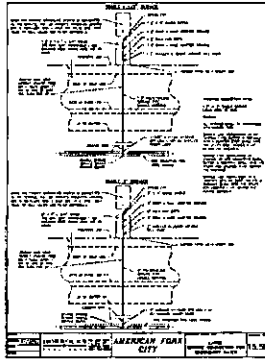
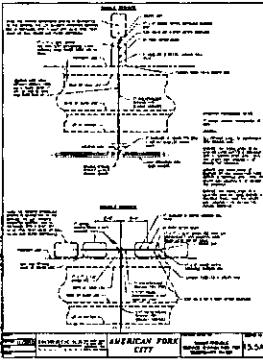
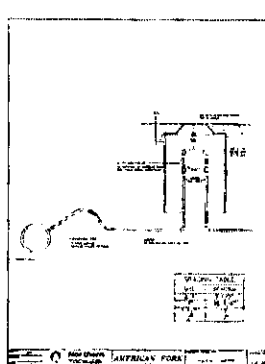
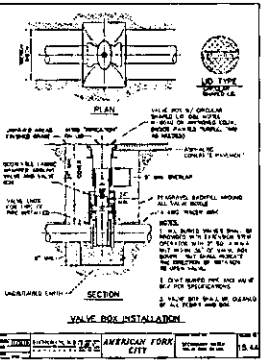
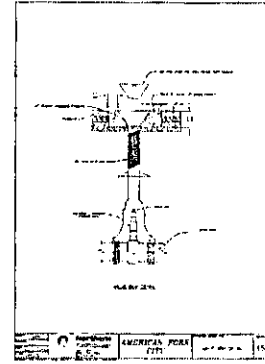
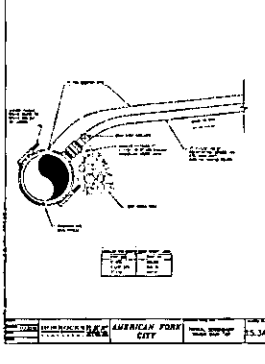
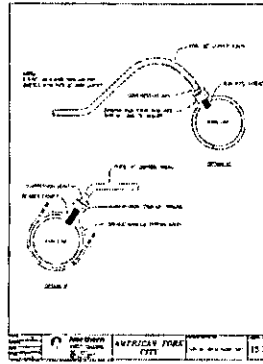
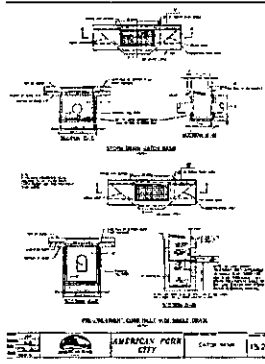
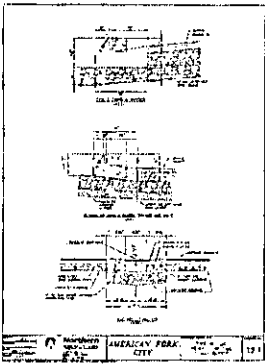
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**STONECREEK PLAT "B"**  
A RESIDENTIAL SUBDIVISION

DETAIL SHEET 2

JOB  
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SHEET NO  
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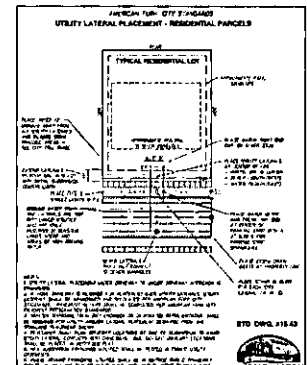
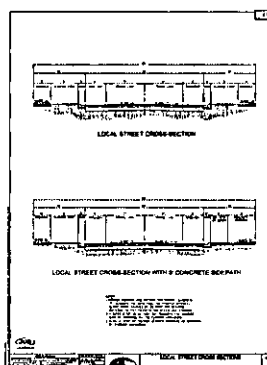
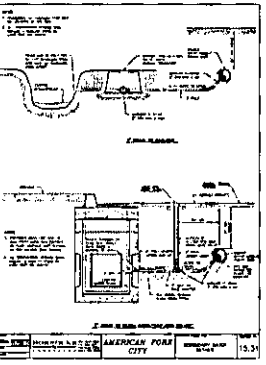
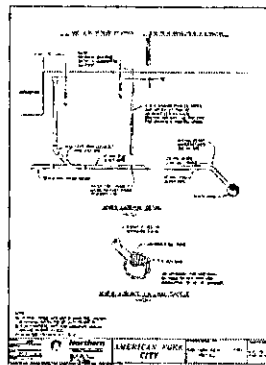
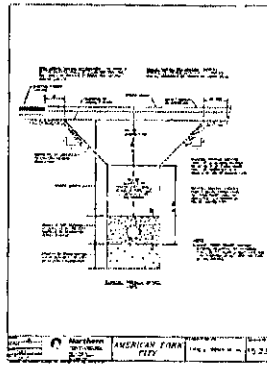
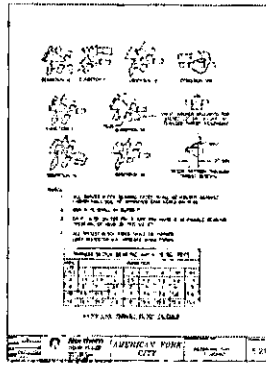
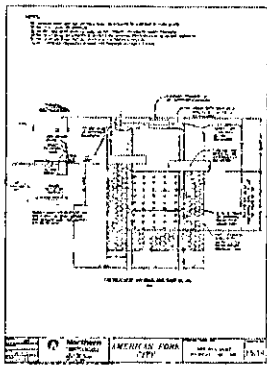
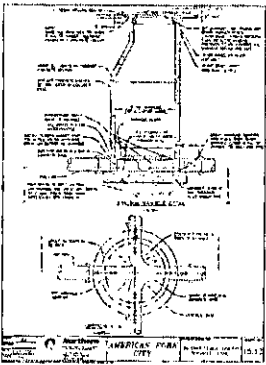
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AMERICAN FORK, UTAH

**STONECREEK PLAT "C"**  
 A RESIDENTIAL SUBDIVISION

DETAIL SHEET 1

JOB NO.-AT  
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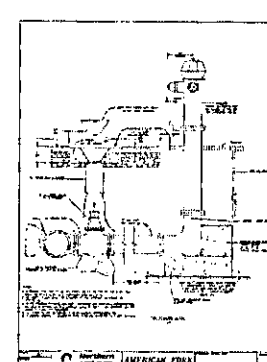
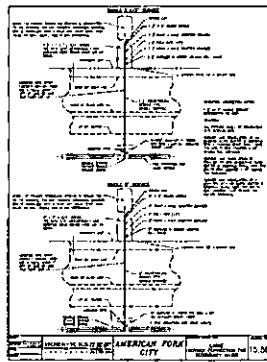
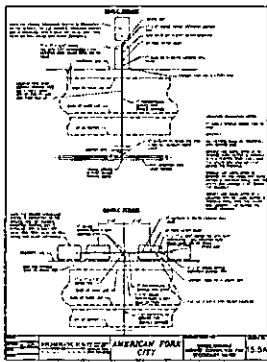
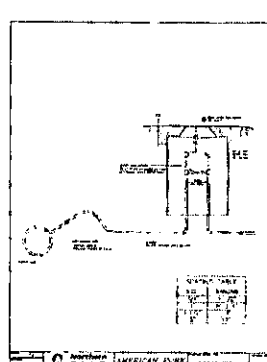
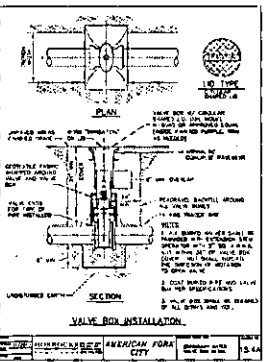
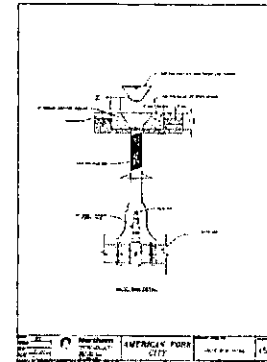
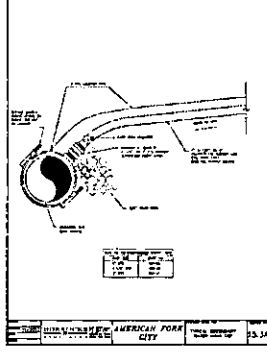
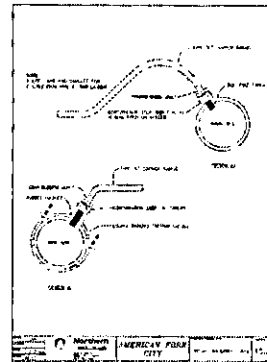
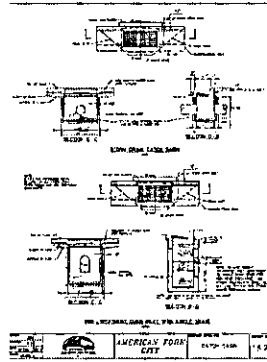
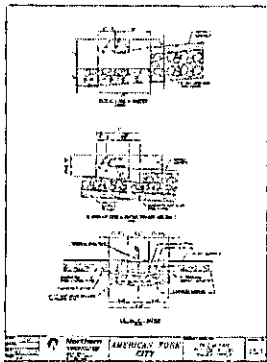
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**STONECREEK PLAT "C"**  
 A RESIDENTIAL SUBDIVISION

DETAIL SHEET 2  
 JOB WS-M  
 SHEET NO 12



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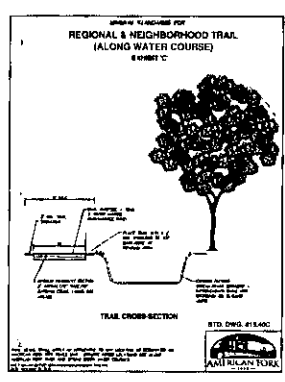
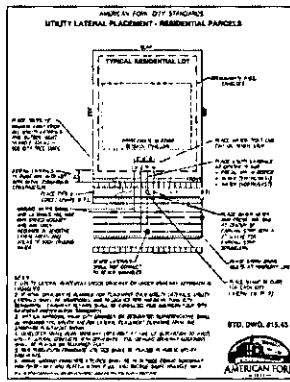
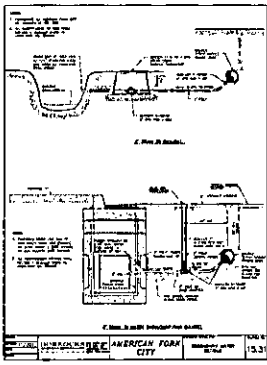
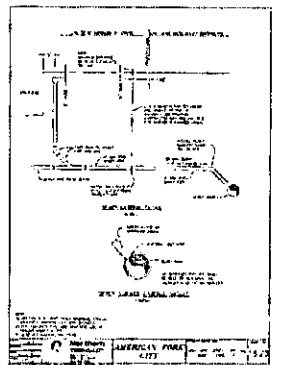
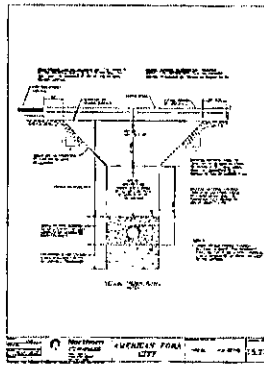
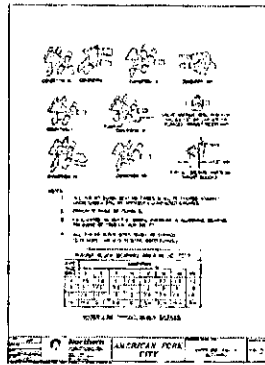
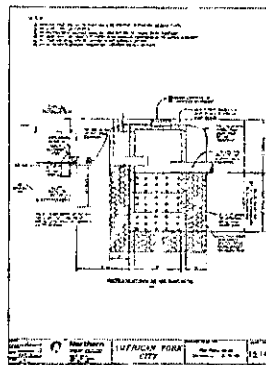
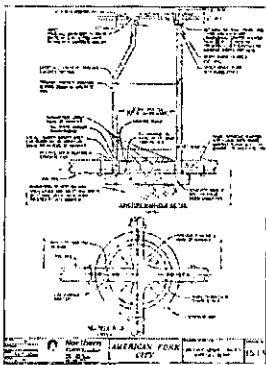
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**STONECREEK PLAT "D"**  
 A RESIDENTIAL SUBDIVISION

DETAIL SHEET 1

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## Long Term Stormwater Management Plan (LTSMP)

**Exhibit B c****Introduction**

This Long Term Stormwater Management Plan (LTSMP) is being implemented in order to protect water quality. Post construction Stormwater controls are required to be installed and maintained under the Utah Pollution Discharge Elimination System and the Clean Water Act to keep water clean. Installing post construction controls will prevent the discharge of pollutants into the local streams, rivers, and lakes. In recent years, contaminated Stormwater from various construction sites and commercial facilities has been polluting water bodies throughout the state of Utah. By properly installing and maintaining post construction Stormwater controls pollutants will be contained and water quality will be improved.

This management plan is designed to prevent pollutants from entering the storm drain system and polluting our waters. This facility is responsible for ensuring that any water discharged from the facility is free of harmful pollutants, thereby assisting in the health and protection of waters in our community. This plan will address Stormwater controls at this facility. These controls will be monitored, maintained, and improved if needed to prevent pollutants from being discharged from this facility into the storm drain system or local waters. Additionally, the patrons or employees of this facility will be trained or made aware of the aforementioned issues and controls.

**General Site Use and Description**

The Stonecreek Subdivision is a single-family housing development consisting of Plats A, B, C, & D including 265 lots, landscaped common areas and Open Space.

This facility is used for single-family housing.

**TRAINING**

Ensure that all employees and maintenance contractors know and understand the SOPs specifically written to manage the property. Report any variances to the LTSMP contact listed on the Facility Map. File all training records in Exhibit D.

**RECORDKEEPING**

Maintain records of operation activities in accordance with SOPs.  
Mail a copy of the record to the city stormwater division annually.

**SOPs: Facility Long Term Stormwater BMPs Information**

SOPs for the Long Term BMPs referenced on the map can be downloaded and viewed from the following site:

<https://tinyurl.com/y77dpz4h>

Not all SOPs found at the link above will apply to this facility. See map for BMPs used at this location.

## Long Term Stormwater Management Plan (LTSMP)

**Exhibit D: Inspections/Maintenance**

Inspections will be located on complianceGO

1. Inspections will be performed by:

Name: Derek Terry

Title: Project Manager

Company: Woodside Homes of Utah, LLC

Telephone Number: 801-869-3981

Email: derekt@woodsidehomes.com

Name: Robbie Thompson

Title: Project Manager

Company: Woodside Homes of Utah, LLC

Telephone Number: 801-243-4998

Email: robbie.thomson@woodsidehomes.com

2. Maintenance will be performed by:

Name: Derek Terry

Title: Project Manager

Company: Woodside Homes of Utah, LLC

Telephone Number: 801-869-3981

Email: derekt@woodsidehomes.com

Name: Robbie Thompson

Title: Project Manager

Company: Woodside Homes of Utah, LLC

Telephone Number: 801-243-4998

Email: robbie.thomson@woodsidehomes.com

3. Long Term Stormwater BMPs need to be inspected by a qualified person during installation to ensure the control is properly installed. This will be performed by a qualified person from the City or the design engineer.

Long Term Stormwater Management Plan (LTSMP)

4. List below the schedule for inspections of each of the BMPs listed in Exhibit B:

List of BMPs	Describe the inspection and maintenance schedule
Winter Snow and Ice Controls and Salt Storage	Weekly during winter months, and once annually in the spring during cleanup (after termination of snow conditions)
Trash and Debris	Twice Annually
Mulches and Soils	Twice Annually
Mowing and Trimming	Walkthrough and cleanup following regular maintenance
Leaves – Autumn Cleanup	Once annually, in the fall (prior to cold weather conditions)
Fertilizer	Walkthrough and cleanup following each application
Storm Inlets	Twice Annually

Long Term Stormwater Management Plan (LTSMP)

**Inspection Report**

Site Name:		Date of Evaluation					
Site Address:							
Facility Contact information							
	NAME and MAILING ADDRESS			Phone	E- MAIL ADDRESS		
SITE CONTACT:							
INSPECTOR CONTACT:							
Controls Inspected:							
Are SOP's for Stormwater Post Construction Inspections implemented and available for review? Circle Answer							
Orifice Required forsite YES Circle Answers		NO		Orifice Size: Hooded outlet cover (snout) Required forsite YES NO			
Items Inspected	Checked		Maintenance Required?		Is there excessive accumulation of		Observations and Remarks
	Yes	No	Yes	No	Yes	No	
1. Dumping Evidence							
2. Spill Evidence							
3. General Site Exposure							
4. Other Pollution Sources							
5. Stormwater Storage condition and capacity (detention/retention ponds)							
6. Inlets and catch basins							
7. Conveyance System							
8. Manholes							
9. Parking							
10. Waste Collection							
11. Landscaping							
12. Pre-Treatment devices							
13. Sumps							
14. Flow Control devices							
15. Site Specific SOP Items							
16. Other							
Notes:							
Print Name:				Date:			
Signature:				Title or Position			

Long Term Stormwater Management Plan (LTSMP)

**BMP Measurement Log**

These logs are for BMPs that depend on measurement for cleanout and for Stormwater capacity.

<u>Control Name and Number</u>	<u>Date</u>	<u>Inspection Method</u>	<u>Result</u>

Long Term Stormwater Management Plan (LTSMP)

**LTSMP Certification**

For LTSMPs that are being managed on compliance|GO the LTSMP Certification will be located in the documents tab in compliance|GO.

## Long Term Stormwater Management Plan (LTSMP)

**Common Pollutants from Stormwater Discharges**

<b>Pollutants</b>	<b>Sources</b>	<b>Consequences of Pollutant</b>
<b>Sediment</b>	Erosion or soils that are not stabilized.	Destruction of aquatic habitat for fish and plants, transportation of attached oils, nutrients and other chemical contamination, increased flooding. Sediment can transport other pollutants that are attached to it including nutrients, trace metals, and hydrocarbons. Sediment is the primary component of total suspended solids (TSS), a common water quality analytical parameter.
<b>Nutrients (Phosphorus, Nitrogen Potassium, Ammonia)</b>	Fertilizers; Plant Debris (grass clippings, leaves); Animal Waste; Sediment	Harmful algal blooms, reduced oxygen in the water, changes in water chemistry and pH. Nutrients can result in excessive or accelerated growth of vegetation, resulting in impaired use of water in lakes and other receiving waters.
<b>Hydrocarbons (Petroleum Products, Benzene, Toluene, Ethyl benzene, Xylene)</b>	Oils; Gasoline; Diesel Fuel; Antifreeze; Plant and Animal Oils;	These pollutants are toxic to humans and wildlife at very low levels. Carcinogenic. Teratogenic.
<b>Heavy Metals</b>	Manufacturing; Industrial Wastes; Vehicles and Equipment; Storage; Batteries; Paints	Metals including lead, zinc, cadmium, copper, chromium and nickel are commonly found in storm water. Metals are of concern because they are toxic to all life at very low levels. Carcinogenic. Teratogenic
<b>Toxic Chemicals (Chlorides) – including Pesticides &amp; Herbicides, Detergents, Soaps</b>	Industrial Chemicals; Pesticides; Herbicides; Detergents; Soaps;	Chemicals are of concern because they are toxic to all life at very low levels. Carcinogenic. Teratogenic.
<b>Trash, Debris, Solids</b>	Wastes	Aesthetically unpleasant. Risk of decay product toxicity. Risk of aquatic animal entrapment or ingestion and death.
<b>Pathogens – Bacteria and Viruses</b>	Animal Waste; Human Waste	Human health risks due to disease and toxic contamination of aquatic life.
<b>Salt</b>	Salt Piles; Car Washing; Snow Removal	Salt can infiltrate into groundwater and contaminate it. Vegetation is damage or killed by salt causing oxygen to be taken out of the water. Aquatic life can be killed or have stunted growth due to salt. Salt also traps food and nutrients preventing fish and animal life from accessing those nutrients
<b>Temperature (Thermal Pollution)</b>	Industrial Waste Water; Removal of Vegetation near streams; lack of vegetation surrounding roads and parking lots	High water temperatures can kill or harm cold water fish. This occurs by slowing of metabolism in fish which causes malnutrition; oxygen depletion in the water; forced migration of the aquatic life



Long Term Stormwater Management Plan (LTSMP)

**Amendment Log**

Date	Description of the Amendment	PCMP Section	Amendment Prepared by

**Training Log**

Date	Description of the Training	Attendees Name

Exhibit E

**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		
<b>Pond Facilities</b>						
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					
<b>Storm drain system</b>						
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					
<b>Parking lot and roads maintenance</b>						
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