ENTRY NO. 01121392
11/07/2019 03:46:58 PM B: 2539 P: 0106
Agreement PAGE 1/39
RHONDA FRANCIS, SUMMIT COUNTY RECORDER
FEE 36.00 BY PROMONTORY DEVELOPMENT LLC

When recorded, mail to:
8758 N Promontory Ranch Rd
Park City, UT 84098

NS-1-2-3-PINN SS-23-PINN

Affects Parcel No(s): ~~PARCELS [redacted]~~ and Pinnacle at Promontory Subdivision Sections 1,2 & 12, Township 1S, Range 4E, SLB&M

LONG-TERM STORMWATER MANAGEMENT AGREEMENT

This Long-Term Stormwater Management Agreement ("**Agreement**") is made and entered into this 7TH day of NOV., 2019, (the "**Effective Date**") by and between Summit County, a political subdivision of the State of Utah (the "**County**"), and Promontory Development, LLC, whose mailing address is 8758 N Promontory Ranch Rd; Park City, UT 84098 ("**Owner**"). Individually, the County and Owner are individually referred to herein as a "Party", and collectively as the "Parties."

RECITALS

WHEREAS, the County is authorized and required to regulate and control the disposition of storm and surface waters within the MS4, as set forth in Title 9, Chapter 3 of the *Summit County Code*, as amended (the "**County Regulations**"), adopted pursuant to the Utah Water Quality Act, as set forth in *Utah Code Ann.* §§ 19-5-101, *et seq.*, as amended (the "**Act**"); and,

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

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

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner is required to build and maintain at Owner's sole expense certain improvements; namely, a storm and surface water management facility (the "**Stormwater Facilities**"); and,

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

WHEREAS, Owner shall file with the County Engineer (a) a summary description of all Stormwater Facilities, including all details and all appurtenances draining to and affecting the Stormwater Facilities, (b) the standards for the operation and routine maintenance procedures for the Stormwater Facilities, and (c) all control measures installed on the Property (collectively, the "**Long-Term Stormwater Management Plan**"), as more particularly described in Exhibit "B", attached hereto and incorporated herein by this reference; and,

WHEREAS, as a condition of development, and as required as part of the County's Small MS4 UPDES General Permit from the State of Utah, Owner is required to enter into this Agreement which approves the Long-Term Stormwater Management Plan and provides for its enforcement.

AGREEMENT

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the County's approval of the Long-Term Stormwater Management Plan, and the mutual covenants contained herein, the Parties agree as follows:

1. **Recitals**. The foregoing recitals, including Exhibits A and B, are incorporated herein by this reference.

2. **Construction of Stormwater Facilities**. The Owner shall, at its sole cost and expense, construct the Stormwater Facilities in accordance with the Development Plans and the Long-Term Stormwater Management Plan, and any amendments thereto which have been approved by the County Engineer. The Owner shall file a completion bond with the County Engineer in an amount set by the County Engineer within thirty (30) calendar days following the Effective Date (the "**Completion Bond**"). The Completion Bond may be cash escrow, a letter of credit from an FDIC insured financial institution, or a corporate surety bond. The Completion Bond shall be valid until one year after all work shown on the Development Plan and Long-Term Stormwater Management Plan is completed and inspected by the County (the "**Warranty Period**"). The Completion Bond shall be released by the County Engineer after the conclusion of the Warranty Period. Such Completion Bond may be added to a Development Improvements Agreement required under Title 10 or Title 11 of the *Summit County Code*.

3. **Maintenance of Stormwater Facilities**. The Owner shall, at its sole cost and expense, adequately maintain the Stormwater Facilities. Owner's maintenance obligations shall include all system and appurtenances built to convey stormwater, as

well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Stormwater Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Stormwater Facilities in good working condition.

4. **Annual Maintenance Report of Stormwater Facilities**. Annually, the Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to the County Engineer (the "**Inspection Report**"). The purpose of this inspection and certification is to assure safe and proper functioning of the Stormwater Facilities. The annual inspection shall cover all aspects of the Stormwater Facilities, including, but not limited to, the parking lots, structural improvements, berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the Inspection Report. The certification within the Inspection Report shall certify that adequate maintenance has been performed and that the structural controls are operating as designed to protect water quality. The Inspection Report shall be due by January 31st of each year and shall be on forms approved by the County Engineer.

5. **County Oversight Inspection Authority**. The Owner hereby grants permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice not less than three (3) business days to the Owner. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the County. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the County Regulations, and the Stormwater Facilities Maintenance Plan.

6. **Notice of Deficiencies**. If the County finds that the Stormwater Facilities contain any defects or are not being maintained adequately, the County shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time, but not less than sixty (60) calendar days, to cure such defects or deficiencies. Such notice shall be sent certified mail to the Owner at the address listed herein.

7. **Owner to Make Repairs**. The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Stormwater Facilities as may be determined as reasonably necessary by the County Engineer within the required cure period to ensure that the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.

8. **County's Corrective Action Authority**. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the County Engineer, after due notice of deficiencies as provided in Section 6 above, and failure to cure, then, upon Owner's failure to cure or correct within thirty (30) calendar days following a second notice delivered to Owner by certified mail, the County

may issue an administrative citation in accordance with the Administrative Code Enforcement Hearing Program, *Summit County Code* Title 1, Chapter 13, as amended, in addition to any State or EPA fine. The County may also give written notice that the facility storm drain connection will be disconnected. Any damage resulting from the disconnection is subject to the aforementioned cure periods. The actions described in this Section 8 are in addition to and not in lieu of any and all equitable remedies available to the County as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

9. **County Disclaimer**. It is expressly understood and agreed that the County is under no obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.

10. **Reimbursement of Costs**. In the event the County, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, use of equipment, supplies, materials, and the like related to storm drain disconnection from the County system, the Owner shall reimburse the County upon demand, within thirty (30) calendar days of receipt thereof for all actual costs incurred by the County. After said thirty (30) calendar days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the County in collection of delinquent payments.

11. **Recording; Status of Exhibit B**. This Agreement, inclusive of Exhibit A, shall be recorded against the Property in the Office of the Summit County Recorder. While Exhibit B, the Long-Term Stormwater Management Plan, shall not be recorded, it remains fully incorporated herein, and a copy of such shall be on file with the County Engineer. The Long-Term Stormwater Management Plan must be adaptable to change, when, in the judgment of the County Engineer, site conditions and/or operations change, or when existing structures prove ineffective. The Owner shall be responsible to apply to the County Engineer for any revisions to the Long-Term Stormwater Management Plan.

12. **Successor and Assigns**. The covenants and agreements contained herein shall run with the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.

13. **Severability Clause**. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors and assigns, is held invalid, the remainder of this Agreement shall not be affected thereby.

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

15. **Indemnification**. This Agreement imposes no liability of any kind whatsoever on the County, and the Owner agrees to hold the County harmless from any liability in the event the Stormwater Facilities fail to operate properly. The Owner shall indemnify and hold the County harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the County from failure of Owner to comply with its obligations under this Agreement relating to the Stormwater Facilities.

16. **Amendments**. This Agreement shall not be modified except by written instrument executed by the County and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Office of the Summit County Recorder.

17. **Subordination Requirement**. If there is a lien, trust deed or other property interest recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to this Agreement.

18. **Counterparts**. This Agreement may be executed in any number of counterparts originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

19. **No Third Party Beneficiary Rights**. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a Party hereto.

20. **Authority**. The individuals who execute this Agreement represent and warrant that they are duly authorized to execute this instrument on behalf of each Party and that no other signature, act, or authorization is necessary to bind the Parties to this Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the Effective Date first set forth above.

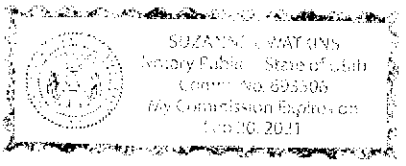
OWNER: Promontory Development, LLC

By: Robin Milne
Title: General Manager

STATE OF UTAH)
:ss.
COUNTY OF SUMMIT)

The above instrument was acknowledged before me by Robin Milne as General Manager this 31st day of October 2019.

Notary Public
Residing in: Wasatch Cty.
My commission expires: 2/20/2021



IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the Effective Date first set forth above.

SUMMIT COUNTY

By: Thomas C. Fisher 11/7/19
Title: County Manager

Approved as to form
Summit County Attorney

By _____

STATE OF UTAH)
:ss.
COUNTY OF)

The above instrument was acknowledged before me by Thomas C. Fisher, County Manager, this 7th day of NOVEMBER, 2019.

Notary Public
Residing in: MORGAN, UT
My commission expires: 2/24/2020

Notary Public
ANNETTE SINGLETON
Commission #687869
My Commission Expires
February 24, 2020
State of Utah

Attachments:

Exhibit A: Legal Description

Exhibit B: Long-Term Stormwater Management Plan;

Filed with Summit County Engineer

Exhibit A: Legal Description

PINNACLE BOUNDARY

A parcel of land located in Sections 1, 2, 11 & 12, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah more particularly described as follows:

Beginning at a point which is South 01°28'53" East along the Section Line 3,194.28 feet and East 837.28 feet from the Northwest Closing Corner of Section 1, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being North 89°42'38" West 4821.42 feet between said Northwest Closing Corner and the Southwest Closing Corner Section 35, Township 1 North, Range 4 East, Salt Lake Base and Meridian), and also being at a point on the north corner of Lot 11 of Wapiti Canyon, Phase 1 Subdivision, and running thence along said boundary the following four (4) courses: 1) South 18°22'28" West 211.09 feet; 2) South 16°19'17" West 688.06 feet; 3) South 64°06'56" East 466.00 feet; 4) South 88°18'24" East 255.13 feet to a point on the boundary of Pete Dye Canyon Golf Course Parcel; thence along said boundary the following seventeen (17) courses: 1) South 06°28'37" East 80.90 feet; 2) South 00°18'52" West 51.15 feet; 3) South 14°56'24" West 77.48 feet; 4) South 11°06'37" East 140.16 feet; 5) South 18°22'54" East 144.28 feet; 6) South 62°22'42" East 82.98 feet; 7) South 58°19'38" East 188.89 feet; 8) South 35°49'09" East 75.51 feet; 9) South 68°53'37" East 188.19 feet; 10) South 59°10'36" East 54.29 feet; 11) South 21°33'27" West 87.51 feet; 12) South 69°34'40" East 212.94 feet; 13) South 79°58'46" East 209.02 feet to a point of curvature of a 54.00 foot radius non-tangent curve to the right, the center of which bears North 62°39'14" East; 14) northerly 25.30 feet along the arc of said curve through a central angle of 26°50'36" (chord bears North 13°55'28" West 25.07 feet) to a point of curvature of a 355.00 foot radius compound curve to the right, the center of which bears North 89°29'50" East 15) northerly 27.06 feet along the arc of said curve through a central angle of 04°22'01" (chord bears North 01°40'50" East 27.05 feet) to a point on a 54.00 foot radius compound curve to the right, the center of which bears South 86°08'09" East 16) northeasterly 58.41 feet along the arc of said curve through a central angle of 61°58'41" (chord bears North 34°51'11" East 55.61 feet) to a point on a 12.00 foot radius reverse curve to the left, the center of which bears North 24°09'28" West 17) northeasterly 10.42 feet along the arc of said curve through a central angle of 49°43'41" (chord bears North 40°58'41" East 10.09 feet) to the south boundary of Wapiti Canyon, Phase 1 Subdivision; thence along said boundary the following two (2) courses: 1) South 67°19'42" East 50.35 feet to a point of curvature of a 974.90 foot radius non-tangent curve to the right, the center of which bears South 74°13'26" East 2) northerly 66.85 feet along the arc of said curve through a central angle of 03°55'43" (chord bears North 17°44'25" East 66.83 feet) to a point on the boundary of Pete Dye Canyon Golf Course; thence along said boundary the following thirty-seven (37) courses: 1) South 70°17'44" East 50.95 feet; 2) South 06°20'03" East 26.39 feet; 3) South 46°34'58" East 242.80 feet; 4) South 12°38'43" West 122.76 feet; 5) South 28°32'38" West 196.63 feet; 6) South 18°44'26" West 401.46 feet; 7) South 28°19'36" West 39.13 feet; 8) South 02°08'28" East 322.20 feet; 9) South 01°02'58" West 114.15 feet; 10) South 28°21'55" West 446.69 feet; 11) South 21°43'31" West 104.40 feet; 12) South 43°59'11" West 299.55 feet; 13) South 49°45'55" West 286.42 feet; 14) South 58°31'54" West 49.21 feet; 15) North 81°18'11" West 297.85 feet; 16) North 45°01'19" West 109.63 feet; 17) North 40°16'45" West 355.62 feet; 18) North 77°23'21" West 103.30 feet; 19) North 28°46'51" West 172.59 feet; 20) North 77°01'40" West 118.08 feet; 21) North 47°51'58" West 215.74 feet; 22) North 67°38'02" West 220.48 feet; 23) North 00°02'01" West 161.04 feet; 24) North 10°16'34" West 797.23 feet; 25) North 20°21'31" West 821.67 feet; 26) North 41°02'16" East 236.41 feet; 27) North 37°10'04" West 127.66 feet; 28) North 00°16'54" East 434.15feet; 29) North 28°20'00" West 233.82 feet; 30) North 02°40'57" West 226.88 feet; 31) North 14°47'57" East 294.53 feet; 32) North 39°36'30" East 151.77 feet; 33) North 58°28'53" East 310.24 feet; 34) North 67°36'59" East 188.52 feet; 35) South 85°24'29" East 128.98 feet; 36) South 55°41'37" East 144.24 feet; 37) South 68°35'01" East 190.02 feet to the Point of Beginning.

Containing 6,189,068 square feet or 142.08 acres, more or less.

EXHIBIT A

PARCELS [redacted] and
The Pinnacle at Promontory Subdivision
Sections 1,2 & 12, Township 1S, Range 4E, SLB&M

EXHIBIT B

Long-Term Stormwater Management Plan

for:

The Pinnacle at Promontory Subdivision
Park City, Utah

PURPOSE AND RESPONSIBILTY

As required by the Clean Water Act and resultant local regulations, including Summit County Summit County's Municipal Separate Storm Sewer Systems (MS4) Permit, those who develop land are required to build and maintain systems to minimize litter and contaminants in stormwater runoff that pollute waters of the State.

This Long-Term Stormwater Management Plan (LTSWMP) describes the systems, operations and the minimum standard operating procedures (SOPs) necessary to manage pollutants originating from or generated on this property. Any activities or site operations at this property that contaminate water entering the County's stormwater system and generate loose litter must be prohibited, unless SOPs are written to manage those activities or operations, and amended into this LTSWMP.

The Silver Creek is impaired with Zinc and Cadmium. There are no known metals or previous mining operations located onsite. The LTSWMP is aimed at addressing typical pollutants related to residential land development (subdivisions) that can be generated by this property.

CONTENTS

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

This LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the erosion containment limitations of the subdivisions infrastructure and direct our maintenance operations to responsibly manage the project.

Storm Drain System

The storm drain system consists of roadway storm drain inlets and culverts that collect runoff and direct discharge into the existing drainages. Downhill of the subdivision is the Pete Dye Golf Course that will act as a grass buffer to trap suspended solids. Runoff will continue along the golf fairways, bunkers and into the golf course storm water collection system and either empty into the #18 pond and/or the dry detention pond downhill of the golf course. The detention pond is designed with a low level and high water outlet to regulate discharge to the pre-development conditions.

Promontory's stormwater treatment system holds water that can breed mosquitoes. It is important to reference the Storm Drain Maintenance SOP to maintain this system to protect the area and prevent mosquito breeding.

Waste Management

Waste is not anticipated, but maintenance personnel will actively collect any waste onsite. Use the Waste Management SOP to minimize waste.

Snow and Ice Removal Management

Salt is a necessary pollutant and is vital to ensuring a safe roadway. However, the snow removal operations if improperly managed will increase our salt impact to our own vegetation and local water resources. Use our Snow and Ice Removal SOP to minimize our salt impact.

SECTION 2: TRAINING

Ensure that all employees and maintenance contractors know and understand the SOPs specifically written to manage and maintain the property. Maintenance contractors must use the stronger of their Company and the LTSWMP SOPs. File all training records in Appendix C.

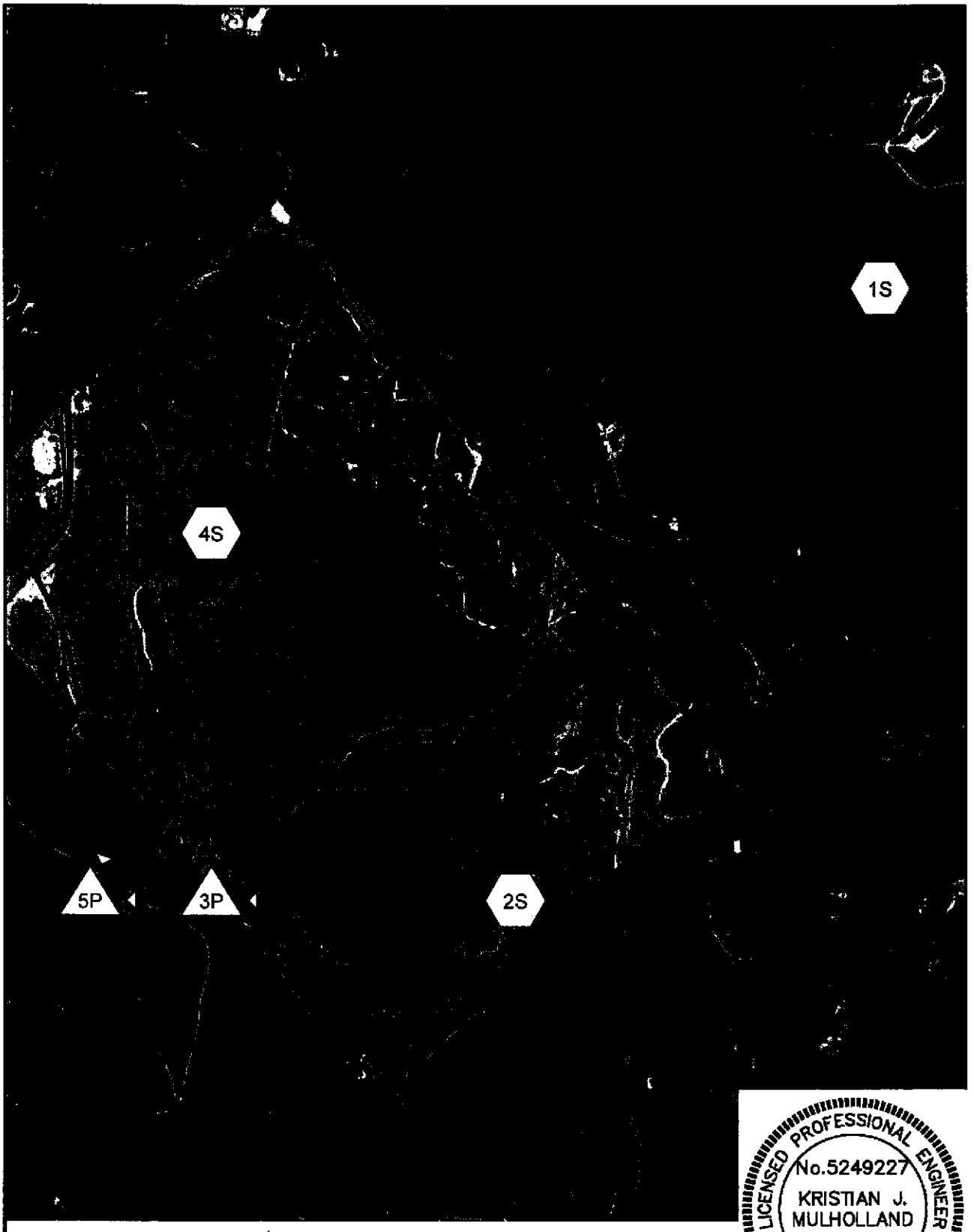
SECTION 3: RECORDKEEPING

Maintain records of operation and maintenance activities in accordance with SOPs. Mail a copy of the record to Summit County Engineering Stormwater Division annually (January 31st.)

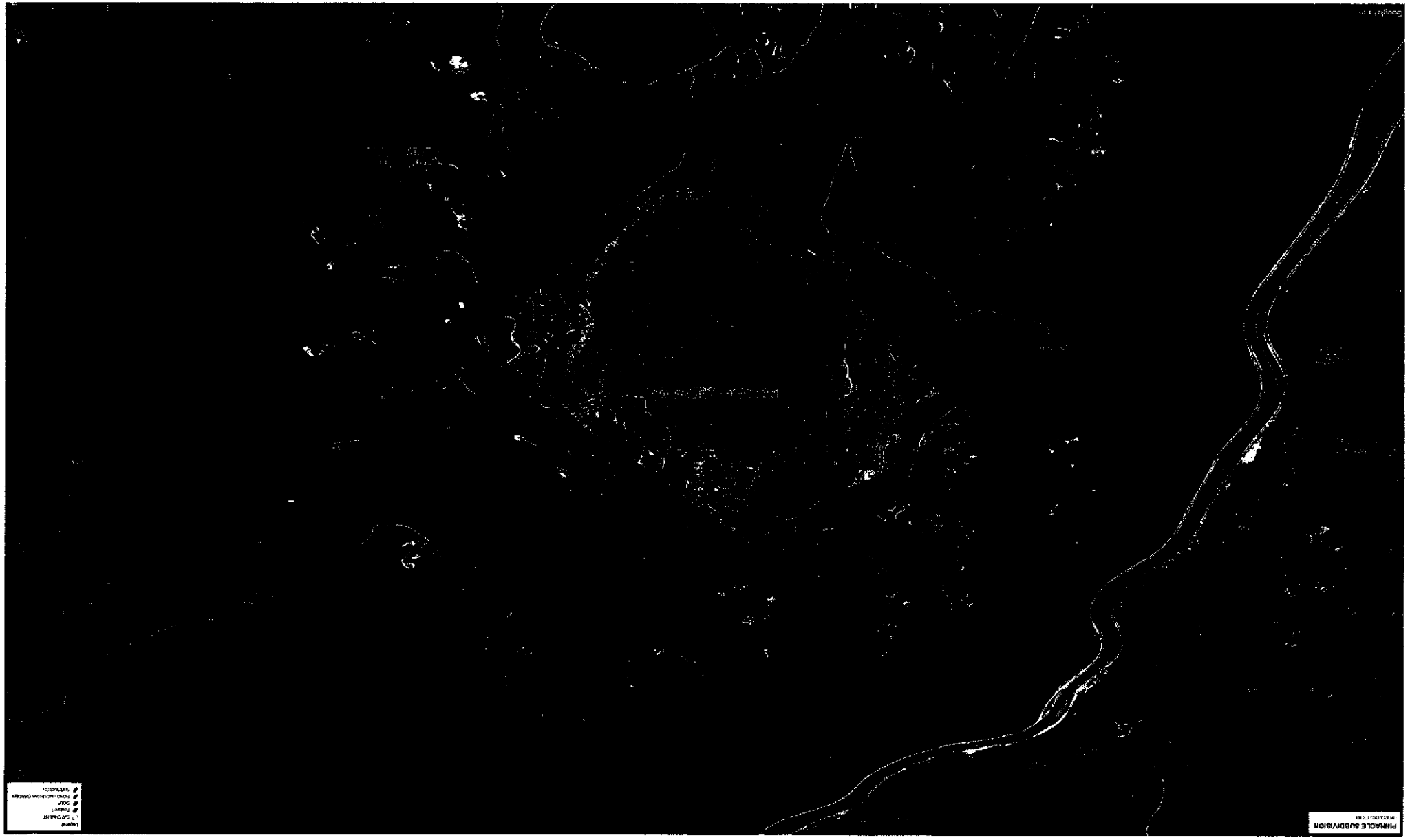
SECTION 4: APPENDICES

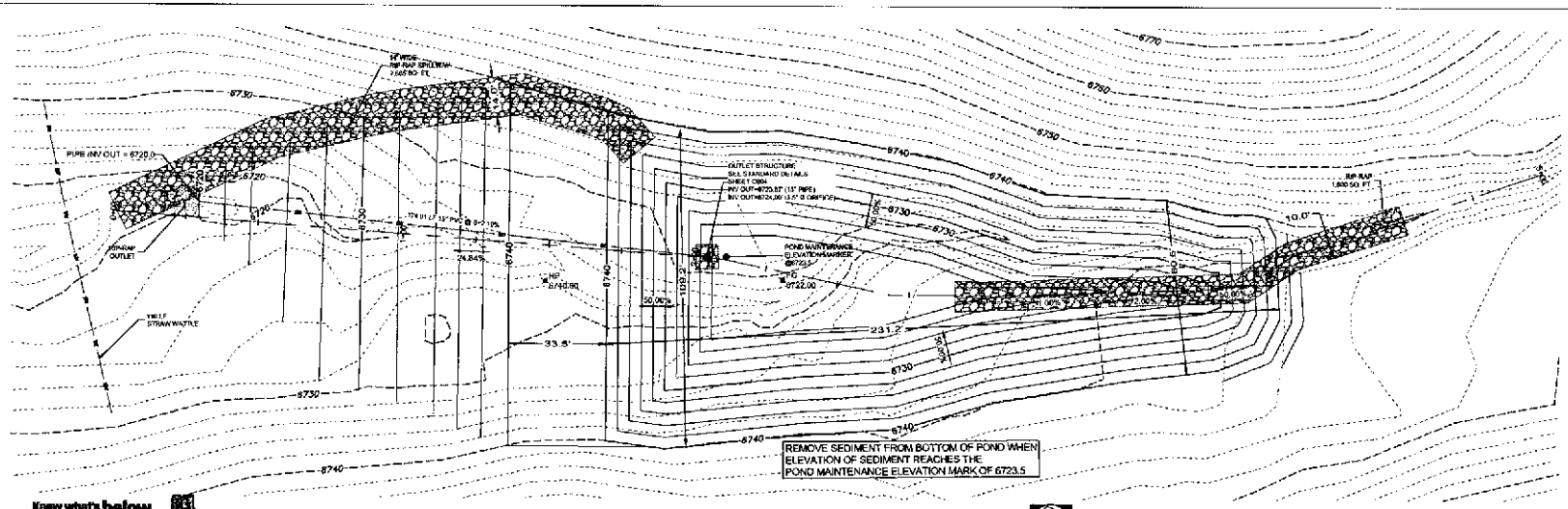
Appendix A- Site Drawings and Details
Appendix B- SOPs
Appendix C- Recordkeeping Documents

APPENDIX A – SITE DRAWINGS AND DETAILS



LICENSED PROFESSIONAL ENGINEER
No.5249227
KRISTIAN J. MULHOLLAND
STATE OF UTAH


PINNACLE SUBDIVISION



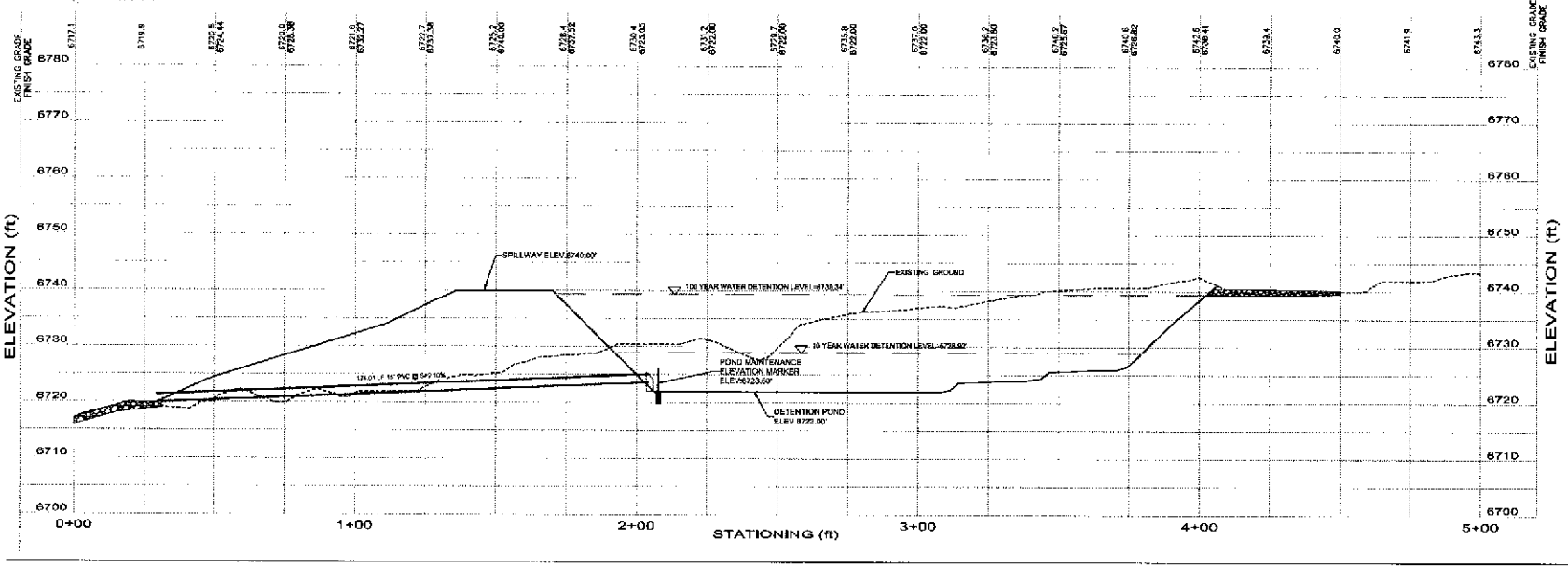
Know what's below. Call 811 before you dig.
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
www.bluestakes.org
1-800-662-4111

DETENTION POND

NORTH

HORIZONTAL SCALE: 1"=20'

VERTICAL SCALE: 1"=10'



PROMONTORY
PINNACLE SUBDIVISION
ROADWAY PACKAGE

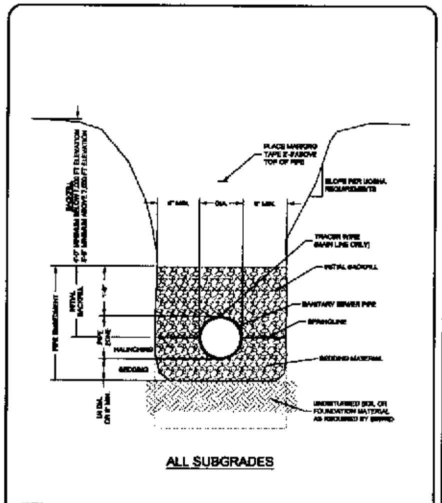
PROMONTORY DEVELOPMENT, LLC
8758 NORTH PROMONTORY RANCH ROAD
PARK CITY, UTAH 84098

MULHOLLAND DEVELOPMENT SOLUTIONS

DATE:	SEPTEMBER 13, 2019
DESIGN BY:	KJM
DRAWN BY	BRC / PTS
REVIEW BY:	
PROJECT NO:	PINNACLE
ISSUE:	1ST SUBMITTAL
REVISIONS:	

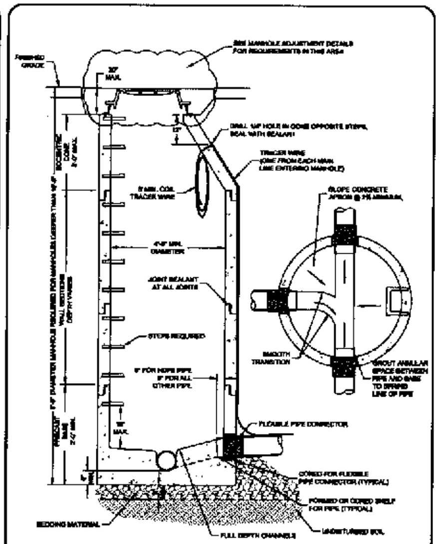
SHEET TITLE:
DETENTION POND PLAN AND PROFILE

SHEET:
C401

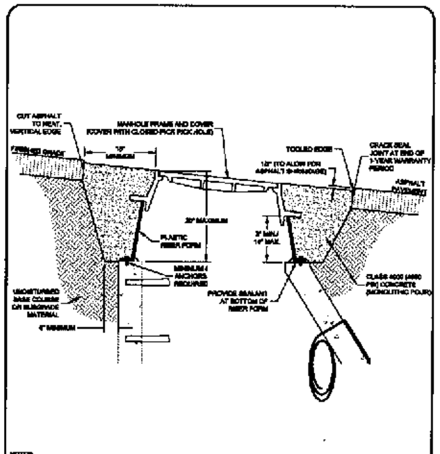


NOTES:
1. BACKFILL IN ROADS, STREETS OR RIGHTS-OF-WAY SHALL BE IN ACCORDANCE WITH APPLICABLE CITY, COUNTY OR STATE STANDARDS
2. BACKFILL IN OFF-ROAD AREAS SHALL BE IN ACCORDANCE WITH OFF ROAD SEWER LINE TRENCH DETAIL
3. ATTACH TRACER WIRE TO TOP OF PIPE AT MAXIMUM 5' SPACING WITH DUCT TAPE OR ZIP TIES.

Snyderville Basin Water Reclamation District | PIPE TRENCH | PI-01

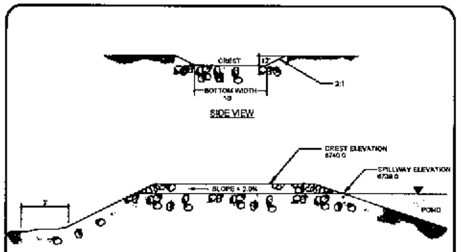


Snyderville Basin Water Reclamation District | PRECASTMANHOLE WITH PRECAST BASE | MH-01



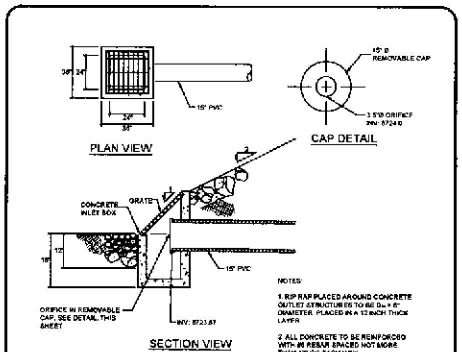
NOTES:
1. MANHOLE ADJUSTMENT SHALL OCCUR AFTER FINAL ASPHALT PAVEMENT PLACEMENT IS COMPLETED.
2. DIMENSIONS OF PLASTIC RISER FORM SHALL BE SPECIFIC TO THE DIAMETER OF THE MANHOLE FRAME AND CONE AND OF THE ADJUSTMENT HEIGHT. PLASTIC RISER FORM SHALL NOT BE CUT VERTICALLY TO ALLOW PLACEMENT OF FRAME.
3. PLASTIC RISER FORM SHALL BE TRIMMED TO MATCH SLOPE OF PAVEMENT AND ALLOW FOR INDICATED DIMENSIONS BELOW FINISHED GRADE.
4. A WATER TIGHT SEAL BETWEEN THE TOP OF CONE AND THE PLASTIC RISER FORM SHALL BE PROVIDED WITH SEALANT. SEALANT SHALL CONSIST OF A CONTINUOUS BEAD THAT COVERS THE ENTIRE WIDTH OF THE BOTTOM FLANGE OF THE PLASTIC RISER FORM. TOP OF MANHOLE CONE SHALL BE CLEAN PRIOR TO PLACEMENT OF SEALANT.
5. CONSOLIDATE CONCRETE TO ELIMINATE ALL VOIDS.

Snyderville Basin Water Reclamation District | MANHOLE ADJUSTMENT IN ASPHALT PAVEMENT | MH-07



NOTES:
1. SPILLWAY RIP RAP TO BE D_{50} = 12" DIAMETER, PLACED IN A 2 FOOT THICK LAYER OVER SYNTHETIC INDUSTRIES NONWOVEN GEOTEX ILL 601, OR APPROVED EQUAL.
2. CONTINUE RIP RAP 3' PAST COMPACTED FILL SLOPE INTO EXISTING DRAINAGE.

SPILLWAY DETAILS



NOTES:
1. RIP RAP PLACED AROUND CONCRETE OUTLET STRUCTURES TO BE D_{50} = 6" DIAMETER. PLACED IN A 12 INCH THICK LAYER.
2. ALL CONCRETE TO BE REINFORCED WITH #4 REBAR SPACED NOT MORE THAN 12" OC EACH WAY.
3. ALL GRATES SHALL HAVE MAX OPENINGS OF 3" X 18" AND BE CONSTRUCTED WITH 3/4" X 2 1/2" FLAT BAR.

OUTLET STRUCTURE

PROMONTORY
PINNACLE SUBDIVISION
ROADWAY PACKAGE

PROMONTORY INVESTMENTS, LLC.
8758 NORTH PROMONTORY RANCH ROAD
PARK CITY, UTAH 84098

MULHOLLAND DEVELOPMENT SOLUTIONS
P.O. BOX 680025
PARK CITY, UTAH 84068

DATE:	SEPTEMBER 13, 2019
DESIGN BY:	KJM
DRAWN BY	BRC / PTS
REVIEW BY:	
PROJECT NO:	PINNACLE
ISSUE:	1ST SUBMITTAL
REVISIONS:	

SHEET TITLE: STANDARD DETAILS

SHEET: C604

APPENDIX B – SOPs

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:

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

2. Regular Procedure:

a) Remain aware of debris and sweep minor debris is needed by hand.
b) 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.
c) 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.

4. Disposal Procedure:

a) Service contractor dispose at licensed facilities
b) Dispose of hand collected material in dumpster

5. Training:

a) Annually and at hire

Landscape Maintenance 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.

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

1. Application:

a) 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.

2. Maintenance Procedure:

a) Grooming
- Lawn Mowing – Immediately following operation sweep or blow clippings onto vegetated ground.
- Fertilizer Operation – Prevent overspray. Sweep or blow fertilizer onto vegetated ground immediately following operation.
- Pesticide Operations – Prevent overspray, use spot treatment, sweep or blow dry pesticide onto vegetated ground immediately following operation.

b) 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.

c) Landscape project materials and waste can usually be contained or controlled by operational best management practices.
- Operational; including but not limited to:
  - Strategic staging of materials eliminating exposure, such as not staging on pavement
  - Avoiding multiple day staging of landscaping backfill and spoil on pavements
  - Haul off spoil as generated or daily
  - Scheduling work when weather forecast are clear.

d) Cleanup:
- Use dry cleanup methods, e.g. square nose shovel and broom and it is usually sufficient when no more material can be swept onto the square nosed shovel.
- Power blowing tools

3. Waste Disposal:

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

4. Equipment:

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

5. Training:

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

Waste Management 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. Procedure:

a) Inspect for need:
   1. Schedule inspection of trash and debris within the storm drain system.
   2. Remove debris by vacuum operated machinery or hand.
   3. When accumulations are mostly floating debris this material can be removed with a net.

2. Disposal Procedure:

a) Dispose of waste collected by machinery at regulated facilities.
b) Floating materials and floating absorbent materials may be disposed in dumpster when dried out. Dry dirt and slurry may also be disposed in the dumpster.
c) Disposal of hazardous waste
   1. Dispose of hazardous waste at regulated disposal facilities, see Waste Management and Spill Control SOP

3. Training:

a) 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.

1. Procedure:

b) Inspect for need:
   4. Schedule cleaning for storm drain inlet boxes and pipe that contain 2" or more of sediment and debris.
   5. Remove debris by vacuum operated machinery.
   6. When accumulations are mostly floating debris this material can be removed with a net.
   7. Inspect standing water for mosquito larvae and contact the Summit County MOSQUITO ABATEMENT DISTRICT 435-336-2088 when necessary.

2. Disposal Procedure:

d) Dispose of waste collected by machinery at regulated facilities.
e) 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.
f) Disposal of hazardous waste
   2. Dispose of hazardous waste at regulated disposal facilities, see Waste Management and Spill Control SOP
g) Disposal of waste collected from sanitary sewer device at regulated facilities.

3. Training:

b) Annually and at hire

Grass Buffer (Golf Course Fairways) 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. Procedure:

a) Inspect for need:
   1. After rainfall events.
   2. Remove sediment by hand or vacuum operated machinery.

2. Disposal Procedure:

a) Dispose of waste collected at regulated facilities.
b) Floating materials and floating absorbent materials may be disposed in dumpster when dried out. Dry dirt and slurry may also be disposed in the dumpster.

3. Training:

a) Annually and at hire

Detention Pond 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. Procedure:

a) Inspect for need:
   1. After rainfall events and annually prior to winter.
   2. Low level outlet – verify orifice is not blocked by debris or sediment.
   3. Repair Rip-Rap channel if sections show signs of erosion.

b) Remove sediment from the bottom of the pond; Pond maintenance marker elevation is 6" below the low level outlet. When the sediment covers this elevation mark, pond sediment shall be removed to the bottom of the pond (approximately 1.5')

2. Disposal Procedure:

a) Dispose of sediment collected at regulated facilities.

b) Floating materials and floating absorbent materials may be disposed in dumpster when dried out. Dry dirt and slurry may also be disposed in the dumpster.

3. Training:

a) 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.

1. Procedure:

a) 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.

b) This procedure must not used to clean the initial spills. First apply the Spill Containment and cleanup SOP.

2. Disposal Procedure:

a) Small volumes can usually be drained to the local sanitary sewer. Contact the NAME OF SEWER DISTRICT.

b) Large volumes must be disposed at regulated facilities.

2. Pavement Cleaning Frequency:

a) 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.

3. Training:

a) 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.

1. Application:

a) Roadways, Parking and sidewalk winter management operations.

2. De-Icing Procedure:

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

3. Training:

a) Annually and at hire.
b) Require snow and ice service contractors to follow the stronger this SOP and their company SOPs.

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.

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

***liquids - including culinary water and irrigation water that are polluted with material that will damage the environment.**

1. Application:

a) This SOP should provide sufficient direction for many of the general operations, e.g., building maintenance, curb/sidewalk/flatwork, overlay/patching, landscape renovations, misc. maintenance/repairs, etc.

2. Construction Procedure:

a) 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.

b) Project materials and waste can be contained or controlled by operational or structural best management practices.

- Operational; including but not limited to:
  - Strategic staging of materials eliminating exposure, such as not staging on pavement
  - Avoiding multiple day staging of backfill and spoil
  - Haul off spoil as generated or daily
  - Schedule work during clear forecast
- Structural; including but not limited to:
  - Inlet protection, e.g. wattles, filter fabric, drop inlet bags, boards, planks
  - Gutter dams, e.g. wattles, sandbags, dirt dams
  - Boundary containment, e.g. wattles, silt fence
  - Dust control, e.g. water hose,
  - Waste control, e.g. construction solid or liquid waste containment, dumpster, receptacles

c) Inspection often to insure the structural best management practices are in good operating condition and at least prior to the workday end. Promptly repair damaged best management practices achieving effective containment.
d) 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.
e) Cleanup Standard:
   - When a broom and a square nosed shovel cannot pick any appreciable amount of material.

3. Waste Disposal:

a) Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.
b) Never discharge waste material to storm drains

4. Equipment:

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

5. Training:

a) 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.

1. 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.

2. 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, DWQ, SUMMIT COUNTY HEALTH DEPARTMENT, SUMMIT COUNTY STORM WATER HOTLINE, Park City.
   2. Minor Emergency constitutes a spill that has reached a storm drain but is no longer flowing. Call SUMMIT COUNTY HEALTH DEPARTMENT, SUMMIT COUNTY STORM WATER HOTLINE, Park 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:
      HAZMAT - 911
      DWQ – 801-231-1769, 801-536-4123
      SUMMIT COUNTY HEALTH DEPARTMENT, Park City – 435-333-1500
      SUMMIT COUNTY STORM WATER HOTLINE, Park City – 435-336-3292

3. Cleanup Procedure:

a) NEVER WASH SPILLS TO THE STORM DRAIN SYSTEMS.
b) Clean per SDS requirements but generally most spills can be cleaned up according to the following:

- Absorb liquid spills with spill kit absorbent material, sand or dirt until liquid is sufficiently converted to solid material.
- Remove immediately using dry cleanup methods, e.g. broom and shovel, or vacuum operations.
- Cleanup with water and detergents may also be necessary depending on the spilled material. However, the waste from this operation must be vacuumed or effectively picked up by dry methods. See Pavement Washing SOP.
- Repeat process when residue material remains.

4. DISPOSAL:

a) Follow SDS requirements but usually most spills can be disposed per the following b. & c.
b) Generally most spills absorbed into solid forms can be disposed to the dumpster and receptacles. Follow Waste Management SOP.
c) Generally Liquid waste from surface cleansing processes may be disposed to the sanitary sewer system after the following conditions have been met:
   - Dry cleanup methods have been used to remove the bulk of the spill and disposed per the Waste Management SOP.
   - The liquid waste amounts are small and diluted with water. This is intended for spill cleanup waste only and never for the disposal of unused or spent liquids.

5. Documentation:

a) Document all spills in Appendix C.

6. SDS sheets:

a) SDS Manual is filed in break room.

7. Materials:

a) 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.

8. Training:

a) Annually and at hire.

APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

MAINTENANCE/INSPECTION SCHEDULE

Frequency	Site Infrastructure.
S	Golf Course – Grass Buffer
U	Detention Pond -
Q	Storm Drain Inlets and Pipes

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, including but not limited to; Inspection results, Observations, System Performance (effectiveness/inefficiencies), SOP Usefulness, Concerns, Necessary Changes...	Initials

Annual Summary of LTSWMP effectiveness, inefficiencies, problems, necessary changes etc.

*You may create your own form that provides this same information or request a word copy of this document.

Annual SOP Training Log per Section 2

SOP	Trainer	Employee Name / Maintenance Contractor Co	Date

*You may create your own form that provides this same information or request a word copy of this document.

UPDES STORM WATER EVALUATION FORM
FOR
LONG-TERM STORMWATER MANAGEMENT COMPLIANCE

Site Name:	Inspection Date	LTSWMP #
Site Address:		

Facility Contact Information

	NAMES	PHONE #'S	E-MAIL
CONTACT:			
CONTACT:			

BUSINESS TYPE: INSTITUTION ☐ COMMERCIAL ☐ INDUSTRIAL ☐ HOA ☐

Items Inspected	Checked		Maintenance		Inspector	Observations and Remarks
	Yes	No	Req'd	Not Req'd		
1.Are the site plans current						{ie. have changes been made to the LTSWMP etc}
2.Is the Operator aware of the LTSWMP						{ie. is there an active LTSWMP available for Operator use, etc}
3.Is documentation complete						{ie. documents demonstrating maintenance and general compliance with LTSWMP, etc}
4.Dumping Evidence						{ie. piles, stains, smells near waterways and inlets, etc}
5.Spill Evidence						{ie. stains, history of spill kit use, etc}
6.General Site Exposure						{ie. existing stock piles, uncovered unmaintained equipment, etc}
7.Other Pollution Sources						
8.General Maintenance Status						{ie. water quality device/system, orifice per LTSWMP, etc}
Inlets						{ie. measure sediment/debris, maintenance records etc}
Conveyance Systems						{ie. measure sediment/debris, maintenance records etc}
Manholes						{ie. measure sediment/debris, maintenance records etc}
Structural Devices						{ie. measure sediment/debris, maintenance records etc}
Stormwater Storage						{ie. measured volume, % of durable cover(vegetation/xeriscape, maintenance records etc}
Parking/Pavements						{ie. measure sediment/debris, maintenance records etc}
Waste Collection						{ie. full, empty, overflowing, lids open or closed, maintenance records etc}
Landscaping						{ie. evidence, grass clippings, fertilizer, maintenance records etc}
9.Other Site SOP Items						{ie. evidence of application of SOPs, maintenance records etc}

Notes:

Inspector: Site Contact:

Signature Title Signature Date