



MAGNA METRO TOWNSHIP

8952 W Magna Main St
Magna, UT 84044
Phone: (801)214-8023
www.magnametrotownship.org

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5/19/2021 4:13:00 PM \$40.00
Book - 11177 Pg - 4103-4129
RASHELLE HOBBS
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 27 P.

When recorded, mail to:

Greater Salt Lake Municipal Services District
FBO Magna Metro Township
2001 South State Street N3-600
Salt Lake City, Utah 84190

Affects Parcel No(s): 14-32-201 - 086

STORMWATER MAINTENANCE AGREEMENT

This Stormwater Maintenance Agreement (this "Agreement") is made and entered into this ____ day of May, 2021, by and between Magna Metro Township, a municipal corporation of the State of Utah (the "Municipality"); and Holmes Arbor Park, LLC (the "Owner").

RECITALS

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

WHEREAS, the Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference (the "Property"), which property is subject to regulation by Municipality as laid out above; 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 facilitate these anticipated changes, the Owner desires to build and maintain, at Owner's expense, storm and surface water management facilities, including structures, improvements, and/or vegetation to control the quantity and quality of the storm water (the "Stormwater Facilities"); and

WHEREAS, the Stormwater Facilities are shown in the final site plan or subdivision approved for the Property, in any related engineering drawings, and in any amendments thereto, which plans and drawings are on file in the office of the Municipality's agent's Planning and Development Services Division, and are hereby incorporated herein by this reference (the "Development Plan"); and

WHEREAS, a detailed description of the Stormwater Facilities, which includes the operation and routine maintenance procedures required to enable the Stormwater Facilities to perform their designed functions (the "Stormwater Management Plan"), is attached hereto as Exhibit "B" and is incorporated herein by this reference; and

WHEREAS, as a condition of the Development Plan approval, and as required by the Jordan Valley Municipalities Permit No. UTS000001 ("UPDES Permit") from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Stormwater Maintenance Plan.

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 Municipality's approval of the Stormwater Maintenance Plan through its agent, County, and the mutual covenants contained herein, the parties agree as follows:

SECTION 1

Construction of Stormwater Facilities. The Owner shall, at its sole cost and expense, construct the Stormwater Facilities in strict accordance with the Development Plan, specifications, and any amendments thereto which have been approved by the Municipality or its agent.

SECTION 2

Maintenance of Stormwater Facilities. The Owner shall, at its sole cost and expense, operate and maintain the Stormwater Facilities in strict accordance with the Stormwater Maintenance Plan. Owner's maintenance obligations shall be limited to structures, systems, and appurtenances on Owner's land, including all system and appurtenance built to convey stormwater, as well as all structures, improvements, and vegetation provided solely to control the quantity and quality of the stormwater. 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.

SECTION 3

Annual Maintenance Report. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to Municipality's agent annually. The purpose of the 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 report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by July 31, of each year and shall be in a form acceptable to the Municipality's agent.

SECTION 4

Oversight Inspection Authority. The Owner hereby grants permission to the Municipality, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice to the Owner. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the Municipality or its agent. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are adequately maintained, are continuing to perform in an adequate manner, and are in compliance with all applicable laws, regulations, rules, and ordinances, as well as the Stormwater Maintenance Plan.

SECTION 5

Notice of Deficiencies. If the Municipality or its agent finds the Stormwater Facilities contain any defects or are not being maintained adequately, the Municipality or its agent shall send the Owner written notice of the defects or deficiencies and provide the Owner with reasonable time to cure such defects or deficiencies, as provided in the Municipality's Ordinances Section 17.22. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the Property address.

SECTION 6

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 Municipality or its agent within the required cure period to ensure the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.

SECTION 7

Corrective Action. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the Municipality and its agent, the Municipality or its agent may proceed with any enforcement mechanism provided in Municipality Ordinance Section 17.22. The Municipality or its agent may also give written notice that the Stormwater Facilities will be disconnected from the Municipality's municipal separate storm sewer system. Any damage resulting from the disconnected system will be the Owner's responsibility. It is expressly understood and agreed that neither the Municipality nor its agent are under any obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the Municipality or its agent. The actions described in this Section are in addition to and not in lieu of the legal remedies available to the Municipality 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.

SECTION 8

Reimbursement of Costs. In the event the Municipality or its agent, 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 Municipality's municipal separate storm sewer system, the Owner shall reimburse the Municipality or its agent upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the Municipality or its agent. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorney's fees and court costs, incurred by the Municipality or its agent in collection of delinquent payments. The Owner hereby authorizes the Municipality or its agent to assess any of the above-described costs, if remained unpaid, by recording a lien against the Property.

SECTION 9

Successors and Assigns. This Agreement shall be recorded in the office of the County Recorder and the covenants and agreements contained herein shall run with the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein. *To be clear, notwithstanding anything to the contrary herein, only the current owner of the Property, (during the time the Property is owned by the Owner and only to the extent of the owner's interest in the Property), is bound by this Agreement.* Add
DAR

SECTION 10

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

SECTION 11

Utah Law and Venue. This Agreement shall be interpreted under the laws of the State of Utah. Suits for any claims or for any breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Salt Lake County, Utah.

SECTION 12

Indemnification. This Agreement imposes no liability of any kind whatsoever on the Municipality or its agent. The Owner hereby agrees to indemnify and hold the Municipality and its officers, employees, agents and representatives from and against all actions, claims, lawsuits, proceedings, liability, damages, losses, and expenses (including attorneys' fees and court costs) that result from the performance of this agreement, but only to the extent the same are caused by any negligent or wrongful act or omissions of the Owner, and the Owner's officers, employees, agents, and representatives.

SECTION 13

Amendments. This Agreement shall not be modified except by written instrument executed by the Municipality and the owner of the Property at the time of modification, and no modification shall be effective until recorded in the office of the County Recorder.

SECTION 14

Subordination Requirement. If there is a lien, trust deed or other property interest Recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination

agreement or other acceptable recorded document agreeing to subordinate their interest to this Agreement.

SECTION 15

Notices. All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

To Municipality: Magna Metro Township
 8952 W Magna Main St
 Magna, UT 84044

With Copies to: Greater Salt Lake Municipal Services District
 2001 S State St #N3-600
 Salt Lake City, UT 84190

To Owner: Holmes Arbor Park, LLC

 123 West Sego Lily Drive, Suite 250

 Sandy, UT 84070

IN WITNESS WHEREOF, the parties have signed and subscribed their names hereon and have caused this Agreement to be duly executed as of the day and year first set forth above.

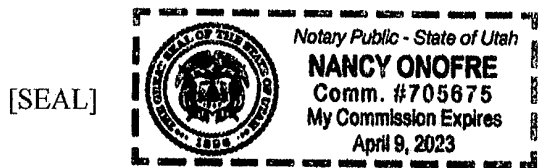
OWNER

By: [Signature]
Title: Secretary

By: _____
Title: _____

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The above instrument was acknowledged before me by DARON SMITH,
this 11 day of MAY, 2021.



[Signature]
NOTARY PUBLIC
Residing in SALT LAKE

FOR THE MAGNA METRO TOWNSHIP:

MAYOR

APPROVED AS TO FORM:
[Signature]
METRO TOWNSHIP ATTORNEY

ATTACHMENTS:

- Exhibit A (Plat and Legal Description)
- Exhibit B (Stormwater Management Plan)
- Exhibit C (8.5" x 11" Grading and Drainage plan)



STORMWATER MANAGEMENT PLAN

Project:

Arbor Park Townhomes
8285 West 3500 South
Magna, Utah

Project Number: 10108A

Prepared For:

Holmes Homes
126 W Segoe Lily Drive, Suite 250
Sandy, Utah 84070

Date:

January 27, 2021

Prepared By:

Josh Gera, EIT

Reviewed By:

Bob Elder, PE

ENSIGN
THE STANDARD IN ENGINEERING

Ensign Engineering

45 West 10000 South, Suite 500
Sandy, Utah 84070

P: (801) 255-0529

F: (801) 255-4449

ensigneng.com

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SECTION 1: PURPOSE AND RESPONSIBILITY

As required by the Clean Water Act and resultant local regulations, including Jordan Valley Municipalities (MS4) permit, those who develop land are required to build and maintain systems that will prevent contaminated water from reaching waters of the state.

This Stormwater Management Plan (SWMP) is necessary to prevent contaminated stormwater and non-stormwater, from draining to the City's storm drain system, which is connected to the state water system. This SWMP identifies the minimum standard operating procedures (SOPs) necessary to accomplish this purpose. Any other activities and site operations not identified in this SWMP that contaminates water entering the City's storm drain system must be prohibited, unless SOPs are written to manage those activities or operations, and this SWMP is amended to include those SOPs.

SECTION 2: POLLUTANTS AND SOURCES

Pollutant Sources	Sediment	Nutrients	Heavy Metals	pH (acids and bases)	Pesticides & Herbicides	Oil & Grease	Bacteria & Viruses	Trash, Debris, Solids	Other pollutant	Notes
Parking and Pavement Areas	√	√	√	√	√	√	√	√		
Landscaping Maintenance	√	√			√		√	√		
Waste Management		√	√	√			√	√		
Storm Water Conveyance Systems	√	√	√	√	√	√	√	√		
Spill Response			√			√		√	√	

SECTION 3: DESCRIPTION OF SITE SYSTEMS, AND OPERATIONS AND THEIR CONTRIBUTION OR PREVENTION OF POLLUTANTS

The following operations and site systems are exposed and the associated pollutants can enter the storm drain system or blow off the site. The following site design and SOPs together will prevent these pollutants from leaving this site. All other site operations are performed inside only where the waste material is disposed in accordance to the regulated receiving facilities. The SOPs for the exposed operations are filed in Appendix B.

Private Parking and Road Maintenance

The roads on this site drain to the storm drain inlets. These roads primarily have 24" curb and gutters. These are very efficient at collecting water and unfortunately, other debris as well, such as dirt and leaves. This necessitates sweeping programs to remove these pollutants before they can enter into the stormwater system. Since the roads on this site are private, it is the responsibility of the HOA for all maintenance and sweeping programs in the roadway and any private parking areas. The SOP for Private Parking and Road Maintenance is included in Appendix B.

Landscape Maintenance

This property has grass and shrubbery which will require regular maintenance.. This involves mowing, sweeping, pruning, and the use of fertilizers, and pesticides. The resulting debris and waste from these maintenance activities will be carried into the stormwater system if not picked up during regular maintenance. The SOP for Landscape Maintenance is included in Appendix B.

Waste Management

It will be the responsibility of the HOA as well as each resident to ensure all waste is disposed of properly. Inspecting, maintaining, and ensuring proper use of garbage containers will be the responsibility the HOA as well as each resident. The Waste Management SOP designed to minimize this problem is included in Appendix B.

Storm Water Storage and Conveyance Systems

This site's stormwater system consists of mostly curb and gutter and underground piping as well as a detention pond. All stormwater is conveyed to the underground piping before being ultimately conveyed to the detention pond, before being discharged into Salt Lake County's storm drain system. Additionally, throughout the site there are various storm drain inlet boxes and drainage swales located in the landscaping areas. These are designed to collect storm runoff from landscape areas to prevent flooding of any structural buildings on site. These inlet boxes must be protected and care should be taken to prevent dumping of

any kind. These inlets and swales are for storm drain runoff only and should not be used as a dumping area under any circumstances.

It is important that the Storm Water Conveyance System is maintained properly to ensure the desired performance. The HOA is responsible for the maintenance of the Storm Water Conveyance System on site. The HOA must ensure all inlet boxes are cleared of all debris and obstructions that may prevent storm water flow. For the storm water system to operate properly all parts of the system must be clear to operate freely. Therefore, the entire storm water system will require regular routine maintenance to be effective. The Storm Water Storage and Conveyance Systems SOP is included in Appendix B.

Spill Response

All properties are prone to accidents and spills and these pollutants can get washed to the storm drain system. It is vital that these spills are properly cleaned and disposed of. The Spill Response SOP is written to explain how spills must be cleaned up. This is included in Appendix B.

SECTION 4: TRAINING

The HOA will ensure that their home owners know and understand the SOPs so that the operations necessary on this property will effectively protect all water that could enter into the City's storm drain system. This training record is kept in Appendix C.

SECTION 5: RECORDKEEPING

The HOA will keep a record of operation activities in accordance with SOPs written specifically for this property to show compliance with the MS4 Permit. All information showing compliance with this Plan is also kept in Appendix C.

SECTION 6: APPENDICES

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

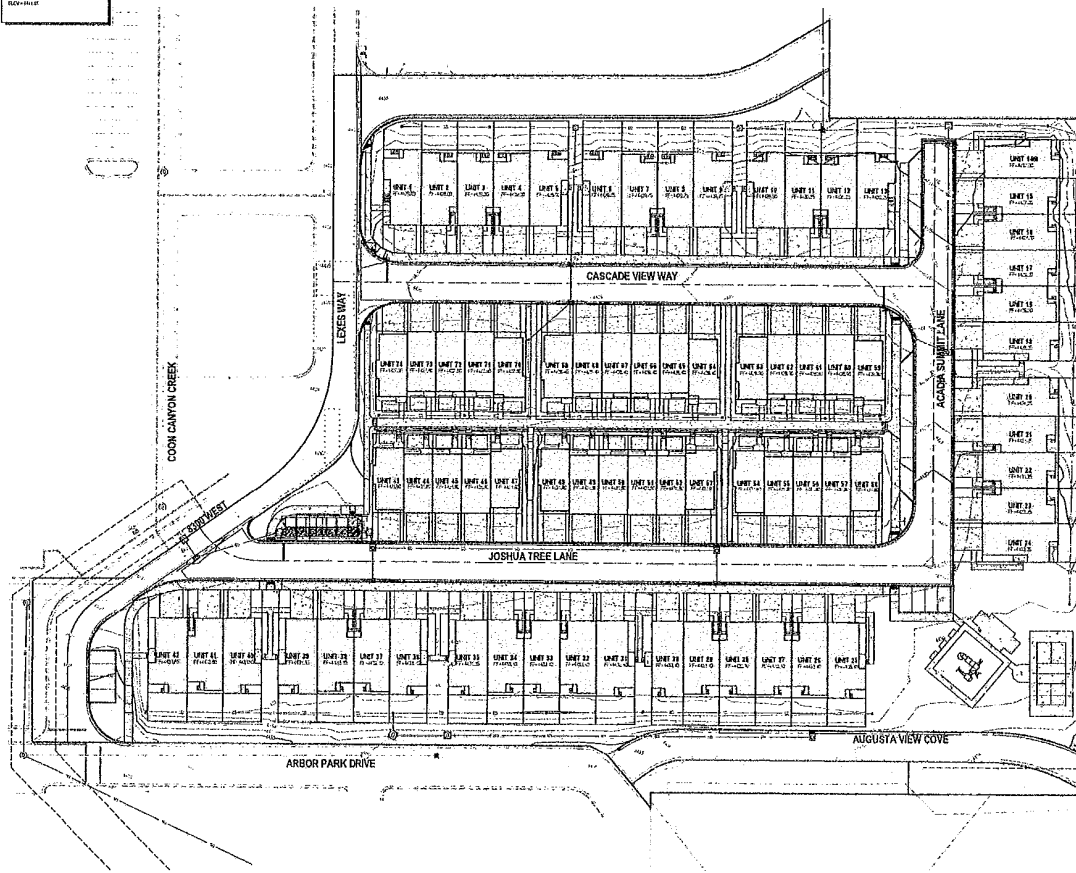
APPENDIX A – SITE DRAWINGS AND DETAILS

811 CALL BEFORE YOU DIG
 1-800-4-A-SHIELD
 800-4-ASHIELD

REVISIONS

REVISIONS TO THIS PLAN SHALL BE MADE BY THE ENGINEER'S SIGNATURE AND DATE.

NOV-2021



- GENERAL NOTES**
- ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF BOSTON DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS.
 - ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED SHALL BE TO THE FACE OF THE MEMBER UNLESS OTHERWISE NOTED.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF BOSTON.
 - ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF BOSTON DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS.
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NOTE: RETAINING WALLS MEASURED FROM THE BOTTOM OF FOOTING TO THE TOP OF THE WALL UNLESS OTHERWISE NOTED.

ENSGN
 THE STANDARD ENGINEERING

BALT LAKE CITY
 45 W. 1000 S., Suite 500
 Sandy, UT 84070
 Phone: 801.555.0529

LAYTON
 Phone: 801.547.1140

TOOELE
 Phone: 435.843.2030

GEDAR CITY
 Phone: 435.853.4133

RICHFIELD
 Phone: 801.516.2553

WWW.ENSGN.COM

ARBOR PARK TOWNHOMES
 REDEVELOPMENT
 8285 W 3500 S
 MAGNA, UTAH

2021.01.26 FINAL

OVERALL GRADING
 AND DRAINAGE PLAN

C-200

811
CALL BEFORE YOU DIG
UTAH DEPARTMENT OF HERITAGE AND ARTS
DIVISION OF CULTURAL RESOURCES

BENCHMARK
BENCH MARK
UTAH DEPARTMENT OF HERITAGE AND ARTS
DIVISION OF CULTURAL RESOURCES

GENERAL NOTE

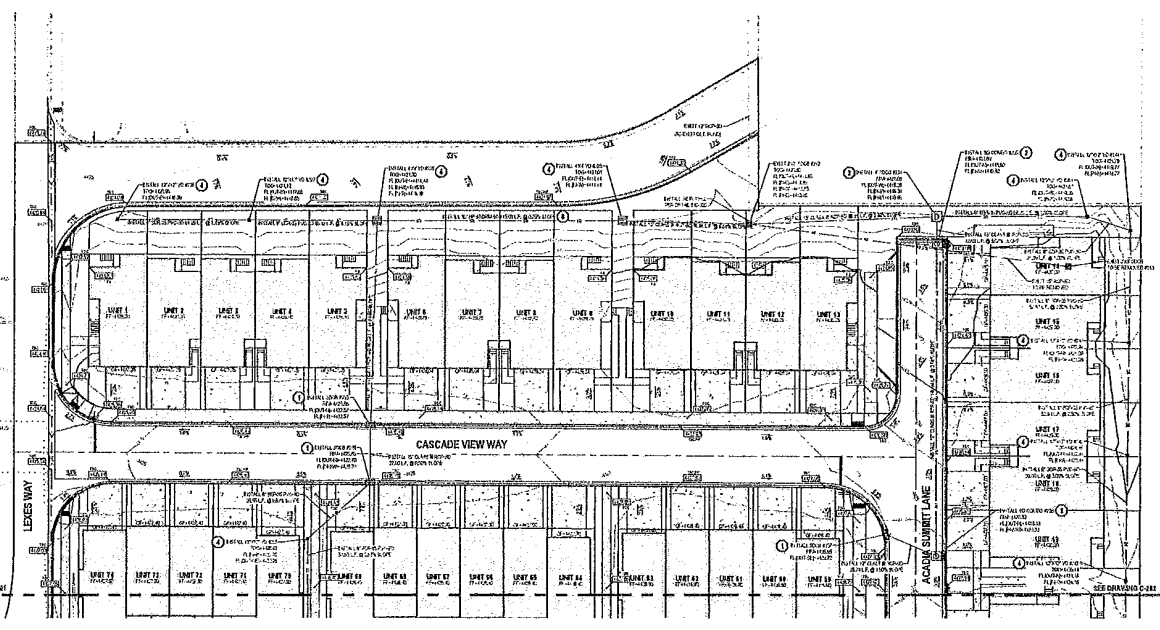
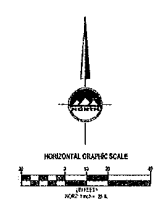
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NOTES TO ARCHITECT

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ENSIGN
THE STANDARD IN EXCELLENCE

BALT LAKE CITY
45 W. 1000 S., Suite 500
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Phone: 801.542.1100

FOOTELE
Phone: 435.443.3399

DEARB CITY
Phone: 435.653.1533

RICHFIELD
Phone: 435.434.2003

WWW.ENSIGNENR.COM

**ARBOR PARK TOWNHOMES
REDEVELOPMENT**
8285 W 3500 S
MAGNA, UTAH

2011.01.28 FINAL

**GRADING AND
DRAINAGE PLAN**

DATE: 01/28/11
BY: [Signature]
CHECKED: [Signature]
SCALE: AS SHOWN

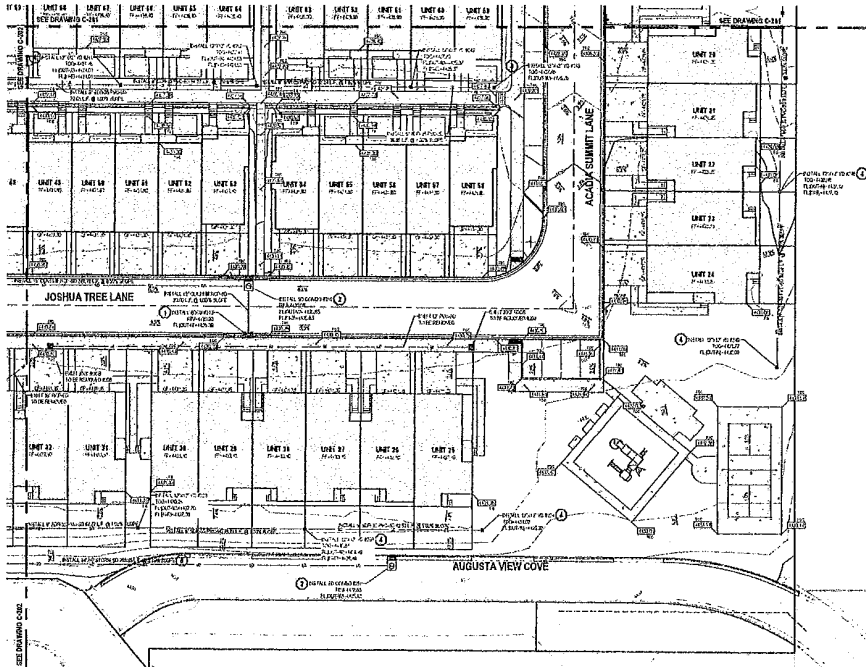
C-201

811 CALL BEFORE YOU DIG
 UNLAWFUL TO OBTAIN OR PROVIDE
 INFORMATION TO ANY OTHER PERSON
 WITHOUT THE WRITTEN PERMISSION OF THE
 UTAH DEPARTMENT OF HERITAGE AND ARTS

REVISIONS

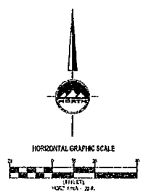
NO. DATE BY

001 10/18/20



- GENERAL NOTES**
1. ALL NOTES REFER TO THE GENERAL NOTES SHEET FOR THIS PROJECT.
 2. ALL PERMITS SHALL BE OBTAINED PRIOR TO CONSTRUCTION.
 3. ALL NOTES SHALL APPLY UNLESS OTHERWISE NOTED ON THE GENERAL NOTES SHEET.
 4. THE CONTRACTOR SHALL VERIFY ALL NOTES AND CONDITIONS.
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- SCOPE OF WORK**
1. PROVIDE ALL NECESSARY PERMITS AND APPROVALS.
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 20. PROVIDE ALL NECESSARY PERMITS AND APPROVALS.



EN SIGN
 THE STANDARD HOME DEVELOPER

SALT LAKE CITY
 45 W. 1000 S, Suite 500
 SALT LAKE CITY, UT 84119
 Phone: 801.355.0229

LAYTON
 Phone: 801.547.1100

TODDLE
 Phone: 435.833.3533

CEGAR CITY
 Phone: 435.833.3533

RIICHFIELD
 Phone: 435.833.3533

WWW.ENSIGNHOME.COM

ARBOR PARK TOWNHOMES REDEVELOPMENT
 8285 W 3500 S
 MAGNA, UTAH

2021.01.26 PERM

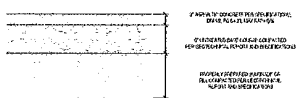
GRADING AND DRAINAGE PLAN

DATE: 10/18/20
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

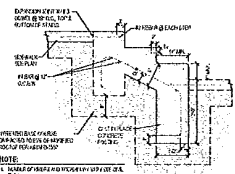
C-203

ASPHALT NOTES

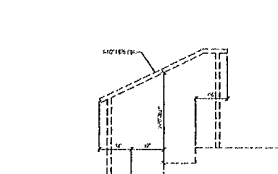
1. ALL SURFACE FINISHES SHALL BE TO THE FINISH SURFACE UNLESS OTHERWISE NOTED.
2. ALL SURFACE FINISHES SHALL BE TO THE FINISH SURFACE UNLESS OTHERWISE NOTED.
3. ALL SURFACE FINISHES SHALL BE TO THE FINISH SURFACE UNLESS OTHERWISE NOTED.



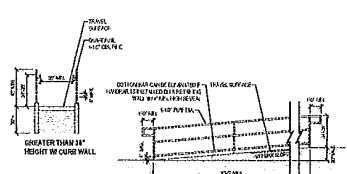
1 ASPHALT SECTION SCALE: 1/4" = 1'-0"



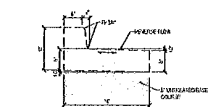
2 STAIR DETAIL SCALE: 1/4" = 1'-0"



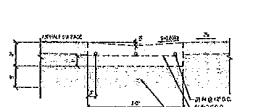
3 TYPICAL SURFACE MOUNT HANDRAIL SCALE: 1/4" = 1'-0"



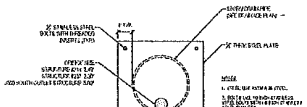
4 ADA RAMP AND HANDRAIL SCALE: 1/4" = 1'-0"



5 24" REVERSE PAN CURB AND GUTTER SCALE: 1/4" = 1'-0"



6 3" WATERWAY SCALE: 1/4" = 1'-0"



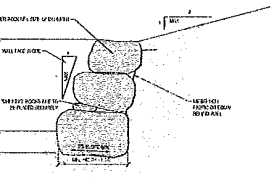
7 ORIFICE PLATE SCALE: 1/4" = 1'-0"



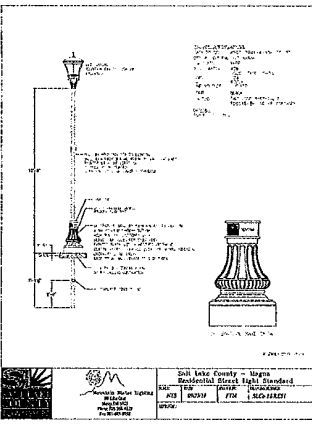
8 WEIR WALL SCALE: 1/4" = 1'-0"

NOTE

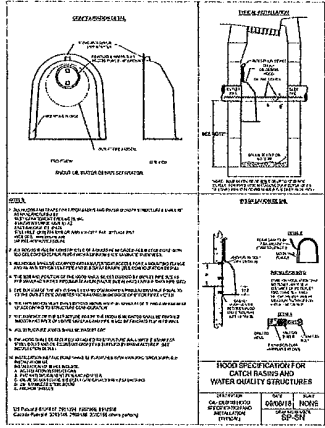
1. ALL CONSTRUCTION SHALL BE TO THE FINISH SURFACE UNLESS OTHERWISE NOTED.
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11. ALL CONSTRUCTION SHALL BE TO THE FINISH SURFACE UNLESS OTHERWISE NOTED.



9 ROCK RETAINING WALL SCALE: 1/4" = 1'-0"



10 RESIDENTIAL STREET LIGHT SCALE: 1/4" = 1'-0"



11 24" SNOUT DETAIL SCALE: 1/4" = 1'-0"

EN SIGN
THE STANDARD FILE WORKER

SALT LAKE CITY
451 E. 1000 S., Suite 100
Salt Lake City, UT 84143
Phone: 801.333.5579

LAYTON
Phone: 801.341.1100

TORRELE
Phone: 435.443.3500

CEDAR CITY
Phone: 435.412.4100

RICHFIELD
Phone: 435.938.2600

WWW.ENSIGNONLINE.COM

ARBOR PARK TOWNHOMES
REDEVELOPMENT
8285 W. 3500 S.
MAGNA, UTAH

321 AL20 FINAL
08/06/2010 10:00 AM

DETAILS

C-500

APPENDIX B – SOPs

PRIVATE PARKING AND ROAD MAINTENANCE (SOP)

General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any changes of routine operations must be amended in this SOP.

1. Preparation
 - a. Inform home owners of proper parking and road maintenance to reinforce proper housekeeping.
 - b. Restrict parking in areas to be swept prior to and during sweeping using regulations as necessary.
2. Process
 - a. Ensure that designated parking areas and driveways are clean and clear of debris and sediments.
 - b. Hand sweep sections of gutters and driveways if soil and debris accumulate.
 - c. Pick-up litter as required to keep parking and roadway areas clean and orderly.
3. Clean-up
 - a. Dispose of debris and other materials removed from driveways and parking areas properly. Proper disposal of debris and other materials includes placing said materials in the designated receptacles provided on site. Materials such as oil, batteries, and other hazardous waste must be disposed of at a hazardous waste facility. (Many local auto parts stores will dispose of used oil and vehicle batteries.)
 - b. Do not store waste in locations where storm water could transport fines or liquids into the storm drain system.
4. Documentation
 - a. Document completed cleanup activities in "SWMP Inspection Report".
5. Frequency
 - a. Streets should be swept once every two months and more frequently if inspections deem it necessary. Fall months will require street sweeping a minimum of once a month to prevent plant foliage from entering the storm drain system.
 - b. Parking areas should be swept monthly or when inspections deem it necessary.
6. Inspections
 - a. Inspections should occur once a month. Fall months will require a weekly inspection to ensure no plant foliage is in danger of entering or blocking the storm drain system.
 - b. Inspections should identify any debris, trash or sediment on roadways and parking areas.

- c. Use inspections to ensure all SOPs are being followed.
- d. Use inspection results to alter maintenance frequency if necessary.

LANDSCAPE MAINTENANCE (SOP)

General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any changes of routine operations must be amended in this SOP.

1. Preparation

- a. Train employees on proper use of equipment and chemicals.
- b. Make sure your state Chemical Handling Certification is complete and up-to-date before handling any chemicals.
- c. Calibrate fertilizer and pesticide application equipment to avoid excessive application.
- d. Use pesticides only if there is an actual pest problem.
- e. Time and apply the application of fertilizers, herbicides or pesticides to coincide with the manufacturer's recommendation for best results ("Read the Label").
- f. Know the weather conditions. Do not use pesticides if rain is expected within a 24-hour period. Apply pesticides only when wind speeds are low (less than 5 mph).

2. Process

- a. Keep clippings away from storm drain system.
- b. Follow the manufacturer's recommendations for mixing, application and disposal of fertilizer and pesticides. ("Read the Label").
- c. Do not mix or prepare pesticides for application near storm drains, preferably mix inside a protected area with impervious secondary containment so that spills or leaks will not contact soils.
- d. Employ techniques to minimize off-target application (e.g. spray drift, over broadcasting.) of pesticides and fertilizers.

3. Clean-up

- a. Sweep or blow small clippings into landscape areas or collect and properly dispose of in designated receptacles provided on site.
- b. Dispose of large clippings in approved locations or containers per waste management sop.
- c. Sweep or blow pavements or sidewalks where fertilizers or other solid chemicals have fallen, back onto grassy areas before applying irrigation water. Ensure that all fertilizers or other solid chemicals are completely cleaned off pavements or sidewalks following every application.
- d. Triple rinse pesticide and herbicide containers and use rinse water as product. Dispose of unused pesticide as hazardous waste. Do not rinse

- onto pavements or hardscape areas which may cause a downstream impact.
 - e. Always follow all federal and state regulations governing use, storage and disposal of fertilizers, herbicides or pesticides and their containers. ("Read the Label")
4. Documentation
 - a. Document completed cleanup activities in "SWMP Inspection Report".
 - b. Keep copies of MSDS sheets for all pesticides, fertilizers and other hazardous products used.
 5. Frequency
 - a. Landscape maintenance should occur weekly during spring and summer months or whenever inspections deem it necessary.
 - b. During fall months leaves and foliage should be collected when inspections deem it necessary.
 6. Inspections
 - a. Inspections should occur after each maintenance event.
 - b. Inspections should identify any leaves, clippings, or trimmings left in runoff areas.
 - c. Inspections should identify any possible fertilizers, pesticides or chemicals that may enter storm water system.
 - d. Use inspections to ensure all SOPs are being followed.
 - e. Use inspection results to alter maintenance frequency if necessary.

WASTE MANAGEMENT (SOP)

General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any changes of routine operations must be amended in this SOP.

1. Preparation
 - a. Proper disposal of trash includes placing waste materials in the designated receptacle on site. Materials such as oil, batteries (no alkaline), ink jet cartridges, cell phones, paint, etc., are considered household hazardous waste and must be disposed of at the Household Hazardous Waste (HHW) facility at the Trans-Jordan Landfill.
 - b. During collection hours ensure that residents do not park vehicles on the street near collection container.
2. Process
 - a. Perform regular inspections of garbage containers for leaks, and have repairs made immediately by responsible party.
 - b. Request/use trash receptacles with lids and without drain holes.

- c. Do not overfill container so that the lid will not close.
 - d. Keep lid on container closed to prevent trash from blowing out or container filling with water.
3. Clean-up
 - a. Keep areas around garbage container clean of all garbage and debris.
 - b. Have garbage container emptied regularly to keep from overflowing. Special caution should be used for all lightweight trash because in the case of strong winds, this lightweight trash may be blown out of the garbage container. In this case, clean-up may be needed in roadways and/or yard areas due to wind-blown debris.
 - c. Wash out trash receptacles as needed to keep odors from becoming a problem. Wash water must not enter into any storm drain system.
 4. Documentation
 - a. Document completed cleanup activities in "SWMP Inspection Report".
 5. Frequency
 - a. Waste management should be ongoing at all times. Residents should ensure all waste is disposed of in garbage container and ready for pickup.
 6. Inspections
 - a. Inspections should occur once a month.
 - b. Inspections should identify any damage to garbage containers, any cracks or holes which may allow waste to leak into roadways. (Replace container when necessary)
 - c. Inspections should ensure garbage containers are being used properly without overfilling container and lid is closed.
 - d. Use inspections to ensure all SOPs are being followed.

STORM WATER STORAGE AND CONVEYANCE SYSTEMS (SOP)

General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any changes of routine operations must be amended in this SOP.

1. Preparation
 - a. Inform homeowners that the storm drain systems are not to be altered or obstructed in any way.
 - b. Clean sediment and trash off inlet grates.
 - c. Do visual inspection on outside of grate.
 - d. Check for broken parts of the system that may need to be replaced.
 - e. Do visual inspection inside cleanout boxes. (DO NOT ENTER ANY MANHOLE OR CLEANOUT BOX)
2. Process
 - a. Remove any large loose debris and sorbent materials with hand tools.

- b. Clean system (pipes and boxes) using a high-powered vacuum truck to suck out standing water and sediment.
 - c. Use a high-pressure washer to break up any remaining material in the catch basins and cleanout boxes, while capturing resulting slurry with vacuum.
 - d. Once catch basins and clean out boxes are clean, clean any sediment that may remain within the pipes.
3. Clean-up
 - a. When vacuum truck is full of sediment take it to designated locations to dump all sediment out of the truck into a drying bed.
 - b. Wash down area before leaving the designated dump location.
 4. Documentation
 - a. Document completed cleanup activities in "SWMP Inspection Report".
 - b. Record the amount of waste collected and number of catch basins cleaned and the area they were cleaned in. Keep any notes or comments of any problems encountered.
 5. Frequency
 - a. Use inspection results and clean storm drain system when necessary. The Water Quality Unit should be pumped every 18 months or less if inspection deems it necessary.
 6. Inspections
 - a. Inspections should occur three times a year or after a large storm event for the storm drain system.
 - b. Inspections should identify any flow obstructions, or damage to the system.
 - c. Inspections should identify any sediment buildup in pipes and clean out boxes. If more than 2" of sediment and debris is present in pipes or boxes then maintenance is needed.
 - d. Use inspections to ensure all SOPs are being followed.
 - e. Use inspection results to determine maintenance frequency.

SPILL RESPONSE (SOP)

General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any changes of routine operations must be amended in this SOP.

1. Preparation
 - a. Understand Material Safety Data Sheet (MSDS) sheets for handling of product.
 - b. Supervisors ensure that employees handling and transporting chemicals are trained on the proper procedures.

- c. Determine proper place of handling.
 - d. Have necessary containment and spill kits at handling place (location to be determined by Home Owners Association)
 - e. Have proper Personal Protective Equipment (PPE) available and wear it prior to handling chemicals as necessary or as required.
 - f. Inform home owners of proper cleanup of spills that occur on the property in areas such as garages and driveways.
2. Process
 - a. Wear proper PPE for the chemical being used, transported or handled.
 - b. Begin transfer or handling process.
 - c. Discontinue process if spills occur.
 - d. Disconnect and store handling equipment.
3. Clean-up
 - a. Do not wash spill down the storm drain.
 - b. Clean up spills with proper material using dry methods or other means that will pick the spill up. The dry method includes using sorbent materials, broom and shovel, and vacuum operations. If using water and/or detergents to clean the spilled material, this waste must be vacuumed or effectively picked up by other methods.
 - c. Dispose of contaminated material at appropriate facility. Appropriate facilities include receptacles so long as waste is solid at time of disposal. Liquid waste may be disposed in the sanitary sewer system after the following conditions have been met:
 - i. Dry cleanup methods have been used to remove the bulk of the spill and disposed per the Waste Management SOP.
 - ii. 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.
4. Documentation
 - a. Document completed cleanup activities in "SWMP Inspection Report".
5. Frequency
 - a. Spill response should occur after every spill event.
6. Inspections
 - a. Inspections should occur after every spill response event.
 - b. Use inspections to ensure all SOPs are being followed.

MTC File No. 291410

Exhibit “A”

Lot 1, Arbor Park Commercial Subdivision, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

Tax ID: 14-32-201-086