3506510
BK 8128 PG 948

E 3506510 B 8128 P 948-987
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/04/2022 03:02 PM
FEE $0.00 Pgs: 40
DEP RTT REC'D FOR LAYTON CITY CORP

When recorded, mail to:
Layton City Corporation
Attn: Layton City Recorder
437 N. Wasatch Dr.
Layton, Utah 84041

Affects Parcel No(s): 10-043-0044 + 10-043-0045

LAYTON CITY LONG-TERM STORM WATER MAINTENANCE AGREEMENT

This Long-Term Storm Water Facilities Maintenance Agreement ("Agreement") is made and entered into this 12th day of OCTOBER, 2022, by and between Layton City, a Utah municipal corporation ("City"), and Discovery Development LLC, a LLC ("Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the City, as set forth in the Layton City Storm Water 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 ("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 ("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 desires to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Storm Water Facilities"); and

WHEREAS, the Storm Water 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 City and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, summary description of all Storm Water Facilities, details and all appurtenance draining to and affecting the Storm Water Facilities and establishing the standard operation and routine maintenance procedures for the Storm Water Facilities, and control measures installed on the Property, (Long-Term Storm Water Management Plan") more particularly shown in Exhibit "B" on file with the City Recorder and

WHEREAS, as a condition of Development Plan approval, and as required as part of the City's Small MS4 UPDES General Permit from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Long-Term Storm Water Management Plan and

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Development Plan, and the mutual covenants contained herein, the parties agree as follows:

1. Construction of Storm Water Facilities. The Owner shall, at its sole cost and expense, construct the Storm Water Facilities in strict accordance with the plans and specifications identified in the Development Plan, and any amendments thereto which have been approved by the City.

2. Maintenance of Storm Water Facilities. The Owner shall, at its sole cost and expense, adequately maintain the Storm Water Facilities. Owner's maintenance obligations shall include all pipes and channel built to convey storm water, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Storm Water Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Storm Water Facilities in good working condition. In the event that a maintenance schedule is set forth in the Long-Term Storm Water Management Plan, such maintenance schedule shall be followed.

3. Annual Inspection of Storm Water Facilities. The Owner shall, at its sole cost and expense, inspect the Storm Water Facilities and submit an inspection report and certification to the City annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Storm Water Facilities. The annual inspection shall cover all aspects of the Storm Water Facilities, including, but not limited to, the parking lots, the 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 June 30th of each year and shall be on forms acceptable to the City.

4. City Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities whenever deemed necessary by the City. Such inspections 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 Storm Water Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Storm Water Facilities Maintenance Plan.

5. Notice of Deficiencies. If the City finds that the Storm Water Facilities contain any defects or are not being maintained adequately, the City shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time to cure such defects or deficiencies. Such notice shall be hand-delivered to the Owner or sent certified mail to the Owner at the Property address.

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

7. City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Storm Water Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided in Section 5, the City may enter upon the Property and take whatever steps necessary to correct deficiencies and to charge the costs of such repairs to the Owner. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Storm Water Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. 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 provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

8. Reimbursement of Costs. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. 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 attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

9. Successors and Assigns. This Agreement shall be recorded in the Davis County Recorder's Office 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.

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 Covenant shall not be affected thereby.

11. 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 Davis County, Utah.

12. Indemnification. This Agreement imposes no liability of any kind whatsoever on the City, and the Owner agrees to hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly. The Owner shall indemnify and hold the City harmless 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 Storm Water Facilities.

13. Amendments. This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Davis County Recorder's Office.

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 the Agreement.

15. Exhibit B. The Long-Term Storm Water Management Plan (LTSWMP) must adapt to change in good judgement when site conditions and operations change and when existing programs are ineffective. Exhibit B will not be filed with the agreement at County Recorder but is included by reference and kept on file with the City Engineer. Revision applications must be filed with the City Engineer and amended into the LTSWMP on file with the Layton City Engineer.

[Signature and notary pages to follow]

IN WITNESS WHEREOF, the OWNER has executed this Long-Term Storm Water Maintenance Agreement this 3rd day of October, 2022

OWNER:

OWNER'S SIGNATURE
(Signature must be notarized on following pages)

Scott Lalli, President
OWNER'S NAME & TITLE

LAYTON CITY ACCEPTANCE:

ALEX R. JENSEN, City Manager

ATTEST:

KIMBERLY S READ, City Recorder

Approved as to Form:

City Attorney

City Engineer

CITY ACKNOWLEDGMENT

STATE OF UTAH
§
COUNTY OF DAVIS

On this 19th day of October, 2022, personally appeared before me Alex R. Jensen who being duly sworn, did say that he/she is the City manager of LAYTON CITY, a municipal corporation of the State of Utah, and that the foregoing Long Term Storm Water Maintenance Agreement was signed in his/her capacity as land use authority on behalf of the City for approval.

STATE OF UTAH NOTARY PUBLIC
TORI L CAMPBELL
COMMISSION #726938
MY COMMISSION EXPIRES:
09-27-2026

Tori A. Campbell
NOTARY PUBLIC

****

OWNER NOTARY

(Complete only if signing as an Individual)

STATE OF Utah
§
COUNTY OF Weber

On this 3rd day of October, 2022, personally appeared before me Scott Lalli who being duly sworn, did say that he/she is the legal property owner of record of the property subject to this Long Term Storm Water Maintenance Agreement and that he/she has executed this Long Term Storm Water Maintenance Agreement with full authority to do so.

AMY ROSKELLEY
NOTARY PUBLIC • STATE of UTAH
COMMISSION NO 704573
COMM EXP 02-11-2023

Amy Roskelley
NOTARY PUBLIC

****

(Complete only if signing on behalf of a Corporation/Partnership)

STATE OF _____
§
COUNTY OF _____

On this _____ day of _____, 20___, personally appeared before me _____ who being by me duly sworn did say that he/she is the _____ of _____, a _____ corporation/partnership, and that _____ is the legal property owner of record of the property subject to this Long Term Storm Water Maintenance Agreement and that the foregoing Long Term Storm Water Maintenance Agreement was signed in behalf of said corporation/partnership by authority of its Board of Directors/by-laws, and he/she acknowledged to me that said corporation/partnership executed the same.

_____
NOTARY PUBLIC

(See Following Page for Limited Liability Company & Trust Notaries)

(Complete only if signing on behalf of a Limited Liability Company)

STATE OF Utah
§
COUNTY OF Weber

On this 3rd day of October, 2022, personally appeared before me Scott Lalli who being by me duly sworn did say that he/she is the President of Discovery Development LLC a limited liability company, that Discovery Development LLC is the legal property owner of record of the property subject to this Long Term Storm Water Maintenance Agreement and that the foregoing Long Term Storm Water Maintenance Agreement was signed in behalf of said company by authority, and he/she acknowledged to me that said company executed the same.

AMY ROSKELLEY
NOTARY PUBLIC ▪ STATE of UTAH
COMMISSION NO 704573
COMM EXP 02-11-2023

Amy Roskelley
NOTARY PUBLIC

****

(Complete only if signing on behalf of a Trust)

STATE OF _____
§
COUNTY OF _____

On this _____ day of _____, 20____, personally appeared before me _____ who being by me duly sworn did say that he/she is the Trustee of the _____ and that the _____ is the legal property owner of record of the property subject to this Long Term Storm Water Maintenance Agreement and that the foregoing Long Term Storm Water Maintenance Agreement was signed in behalf of said Trust by _____, Trustee, and he/she acknowledged to me that the Trust executed the same.

_____
NOTARY PUBLIC

****IF ADDITIONAL SIGNERS AND/OR NOTORIAL WORDING ARE NECESSARY, PLEASE NOTATE ANY ADDITIONS ON THIS NOTARY PAGE AND ATTACH A STATE APPROVED NOTARIAL CERTIFICATE, WHICH IDENTIFIES THE DOCUMENT THE ATTACHED NOTARIAL CERTIFICATE RELATES TO, AS WELL AS, THE NUMBER OF PAGES IN THE DOCUMENT****

EXHIBIT A

Trailside West Phase 1 Description

A parcel of land, situate in the Southwest Quarter of Section 18, Township 4 North, Range 1 West, Salt Lake Base and Meridian, said parcel also located in Layton City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point which is South 89°50'40" West 289.37 feet along the section line (NAD83 Bearing being North 89°48'38" West between the South Quarter Corner and the Southwest Corner of said Section 18 per the Davis County Township Reference Plat) from the South Quarter corner of Section 18 and running thence:

South 89°50'40" West 162.70 feet;

thence North 34°42'00" West 867.30 feet;

thence North 40°20'38" West 122.02 feet;

thence North 34°42'00" West 1362.86 feet;

thence North 25°20'23" West 201.54 feet;

thence North 34°32'22" West 636.60 feet to the East-West Quarter Section Line;

thence North 89°44'10" East 70.12 feet along said Quarter Section line;

thence southeasterly 47.17 feet along the arc of a 70.50-foot radius curve to the left (center bears North 79°37'25" East and the long chord bears South 29°32'43" East 46.30 feet with a central angle of 38°20'17");

thence southeasterly 43.33 feet along the arc of a 229.00-foot radius curve to the right (center bears South 44°37'10" West and the long chord bears South 39°57'35" East 43.27 feet with a central angle of 10°50'29")

thence South 34°32'21" East 366.15 feet;

thence 29.59 feet along the arc of a 171.00-foot radius tangent curve to the left (center bears North 55°27'39" East and the long chord bears South 39°29'47" East 29.55 feet with a central angle of 09°54'52");

thence 23.86 feet along the arc of a 15.00-foot radius curve to the left (center bears North 45°32'47" East and the long chord bears North 89°58'42" East 21.42 feet with a central angle of 91°08'09")

thence North 44°24'38" East 113.57 feet;

thence 10.14 feet along the arc of a 15.00-foot radius tangent curve to the left (center bears North 45°35'22" West and the long chord bears North 25°02'42" East 9.95 feet with a central angle of 38°43'51");

thence 23.26 feet along the arc of a 55.00-foot radius curve to the right (center bears South 84°19'13" East and the long chord bears North 17°47'45" East 23.09 feet with a central angle of 24°13'55");

thence North 45°43'18" West 90.07 feet

thence North 44°24'38" East 21.34 feet;

thence North 34°32'22" West 216.61 feet;

thence North 00°15'49" West 30.17 feet to the East-West Quarter Section line;

thence North 89°44'10" East 217.12 feet along said Quarter Section Line to a point on the railroad right-of-way;

thence along said railroad right-of-way the following two (2) courses and distances

1. southeasterly 596.21 feet along the arc of a 5779.60-foot radius non-tangent curve to the left (center bears North 46°24'31" East and the long chord bears South 46°32'45" East 595.75 feet with a central angle of 05°54'31")
2. South 49°31'00" East 772.64 feet

thence South 00°03'50" East 309.30 feet;

thence South 55°18'04" West 106.39 feet;

thence South 34°42'00" East 383.98 feet;

thence southeasterly 86.88 feet along the arc of a 279.00-foot radius tangent curve to the right (center bears South 55°18'00" West and the long chord bears South 25°46'46" East 86.53 feet with a central angle of 17°50'27");

thence South 16°51'33" East 100.51 feet;

thence North 73°08'31" East 138.50 feet;

thence South 16°51'33" East 50.50 feet;

thence North 73°08'27" East 37.90 feet;

thence North 89°56'10" East 51.74 feet;

thence South 00°03'50" East 866.79 feet to the Point of Beginning.

Contains: 1,553,466 square feet or 35.663 acres.

Parcels 10-043-0044 & 10-043-0045

EXHIBIT B

Long-Term Stormwater Management Plan

for:

Trailside West PRUD Development
1750 West Gordon Avenue
Layton, Utah, 84041

Discovery Development LLC
67 South Main Street, Suite 300
Layton, Utah 84041

Amy Roskelley
Phone Number: 801-593-9993
Email: aroskelley@destinationhomes.com

PURPOSE AND RESPONSIBILTY

As required by the Clean Water Act and resultant local regulations, including Layton City 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 City's stormwater system, groundwater and generate loose litter must be prohibited.

CONTENTS

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

The site infrastructure and operations described in this Section are limited at controlling and containing pollutants and, if managed improperly, can contaminate the environment. This LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the limitations of our site infrastructure and direct our maintenance operations to responsibly manage our grounds. The Home Owners Association (HOA) must use good judgement and conduct operations appropriately, responsibly managing outdoor operations. SOPs are filed in appendix B.

This site contains public utility systems within private areas of this site. In order for those public utility agencies to manage and maintain these public utilities, a permanent easement and right-of-way in and to those areas has been provided to all areas shown as "Private Streets" on the Plat drawings included with this document. All utilities, including culinary water, secondary water, and sewer, will be managed by those public utility agencies and their own Long-term Storm Water Management Plan programs less HOA responsibities in accordance to City Ordinance and other regulating entities.

Parking, Driveways, Streets, and Sidewalk

The site has impervious areas such as streets, driveways, sidewalks, and parking spaces. These areas are all sloped to drain into curb and gutter. The curb and gutter is efficient at collecting water and unfortunately, other debris as well, such as dirt and leaves. If not removed, solids and dissolved solids will fill sediment traps and our storm drain system requiring future dredging and cleaning. During intense storm events, blocked systems can increase the risk of excess runoff contaminating groundwater.

It will be the responsibility of the homeowners to maintain their own driveways and sidewalks. Any sediment and debris left on our pavements will fill our pond control structures and storm drain pipes, increasing our subdivision's flood and water quality system maintenance cost. The SOP for Parking and Road Maintenance, as well as Pavement Washing is included in Appendix B. All roadways within the private right-of-way will be managed and maintained by the Trailside West HOA following the Layton City's Long-Term Stormwater Management Plan programs.

Storm Drain System

This sites storm water system consists of mostly curb and gutter and underground piping. Much of the storm water is directed to the detention basins located in the southwest corner of the site and the northwest corner of the site. Throughout the site there are various storm drain inlet boxes located in the curb and gutter. These are designed to collect storm runoff from hardscape, rooftops, and landscape areas to prevent flooding of any structural building on site and City downstream systems. These inlet boxes must be protected and care should be taken to prevent dumping of any kind. These inlets are for storm drain runoff only and should not be used as a dumping area under any circumstances. Anything we put or leave on our pavements will fill that system increasing maintenance cost and possibly contaminate the ground for which we are responsible.

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. The HOA must also ensure that all designated detention areas are clear of any landscaping or obstructions that may limit their storage capacity, or inhibit storm water flow to, and from the storage areas. For the storm water system to operate properly all parts of the system must be clear to operate freely.

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.

Landscaping

This property has grass and shrubbery located around the buildings as well as curb islands and open spaces located throughout the site. All areas 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 storm water system, increasing overall HOA maintenance cost. Solid and dissolved urban pollutants can be carried into Farmington Bay by site runoff. Therefore, it is vital that paved areas with direct connection to the City storm drain systems remain clean of landscape debris. The SOP for Landscape Maintenance is included in Appendix B.

Waste Management

This site consists of single-family townhomes. Each townhome will be supplied a trash can receptacle from the HOA. It will be the responsibility of the homeowners to ensure all waste is disposed of properly. Inspecting, maintaining, and ensuring proper use of garbage trash cans will be the responsibility of the owners and management. Much of the trash ending up on our streets is caught in the gutters and carried to storm drain pipes where it is expensive to remove. The Waste Management SOP designed to minimize this problem 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. Any spills that occur within the homeowner's property is the homeowner's responsibility. Any spills that occur within the common areas are the HOA's responsibility. In addition, spills that reach our detention system can increase the risk of contaminating groundwater for which we are responsible. 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.

Snow and Ice Removal Management

Salt is a necessary pollutant and is vital to ensuring a safe parking and pedestrian walkways. However, salt and other ice management chemicals if improperly managed

will unnecessarily increase our salt impact to our own vegetation and local water resources. Much of the runoff drains to our landscape swales. We need to minimize salt to maintain healthy root systems needed for optimum infiltration rates. 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 Layton City Stormwater Division annually.

SECTION 4: APPENDICES

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

APPENDIX A – SITE DRAWINGS AND DETAILS

[Insert Flood and Water Quality Control Pages of Site Drawings and Details following this page. Include, any specific notes or markers to assist with inspection and maintenance requirements.]

811 CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

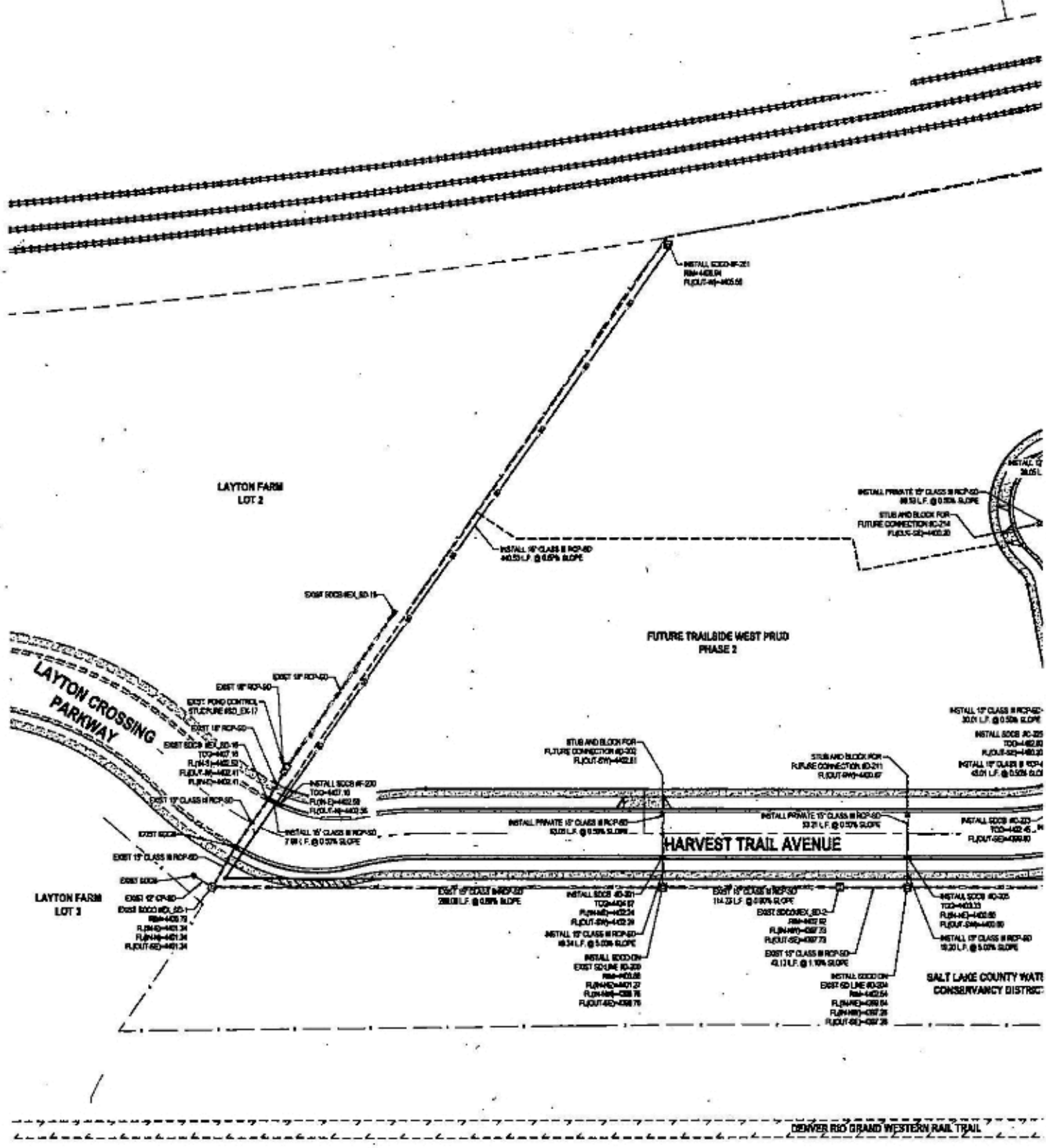
BENCHMARK

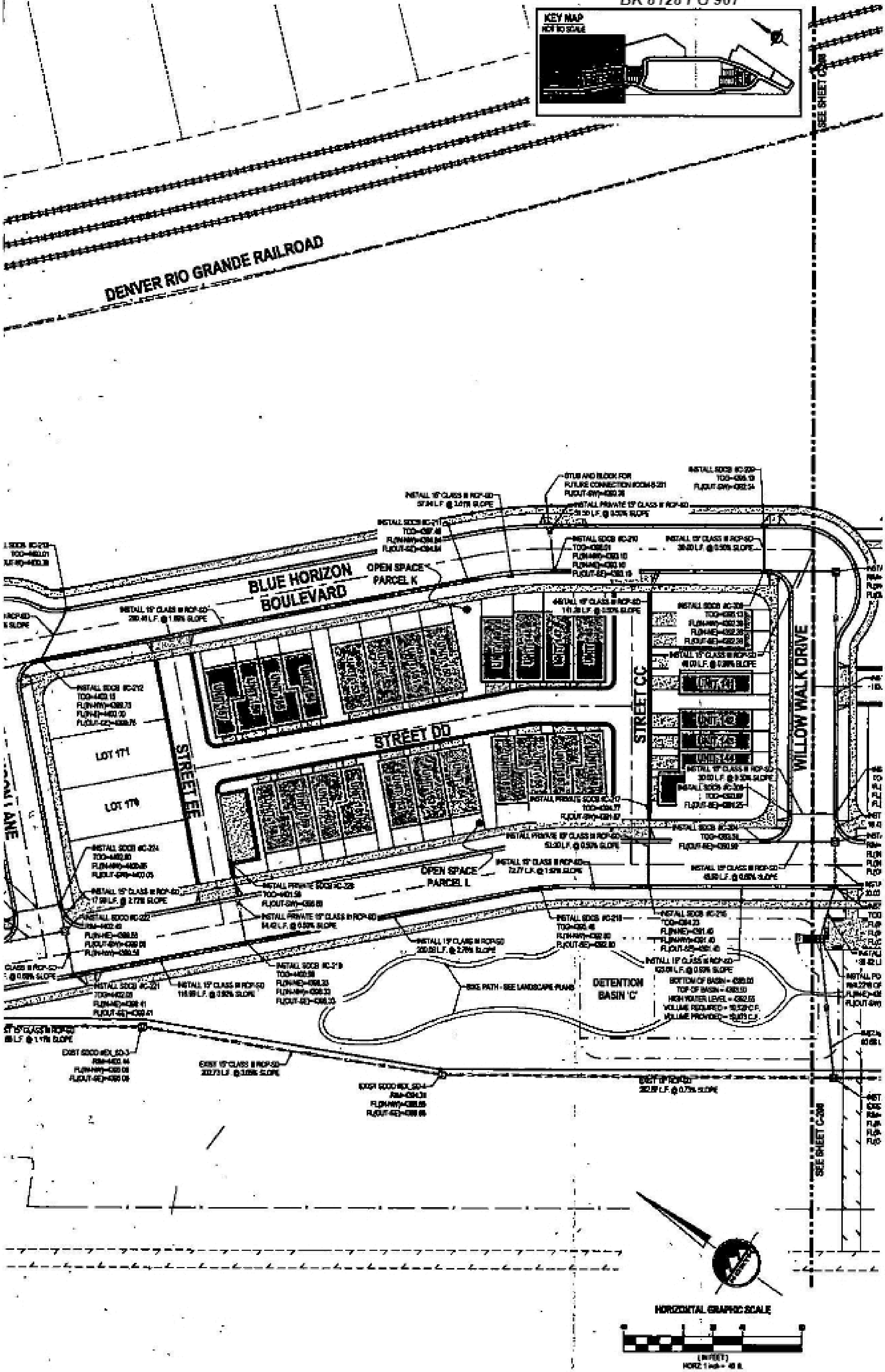
SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN LAYTON CITY, DAVIS COUNTY, UTAH

ELEV = 4365.67

GENERAL NOTES

1. ALL PRIVATE STORM DRAIN STRUCTURES AND PIPING IS TO BE OWNED AND MAINTAINED BY THE TRAILSIDE WEST SUBDIVISION HOA.
2. ALL STORM DRAIN MAINTENANCE AND CLEANING OF PRIVATE BOXES AND PRIVATE PIPES ARE TO BE COMPLETED ON A SCHEDULE THAT MEETS LAYTON CITY STANDARDS FOR STORM DRAIN MAINTENANCE.
3. ALL PRIVATE STREETS ARE TO BE OWNED AND MAINTAINED BY THE TRAILSIDE WEST SUBDIVISION HOA. THE PRIVATE STREETS ARE TO BE CLEANED VIA STREET SWEEPING ON A MINIMUM OF AN ANNUAL BASIS OR AT AN INTERVAL MATCHING LAYTON CITY STANDARD, WHICH EVER IS GREATER.





ENSIGN
THE STANDARD IN ENGINEERING

LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

TRAILSIDE WEST PRUD PHASE 1
1750 WEST GORDON AVENUE
LAYTON, UTAH

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN

J.MOSS
C.PRESTON
C.PRESTON

EXHIBIT A1

811 CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

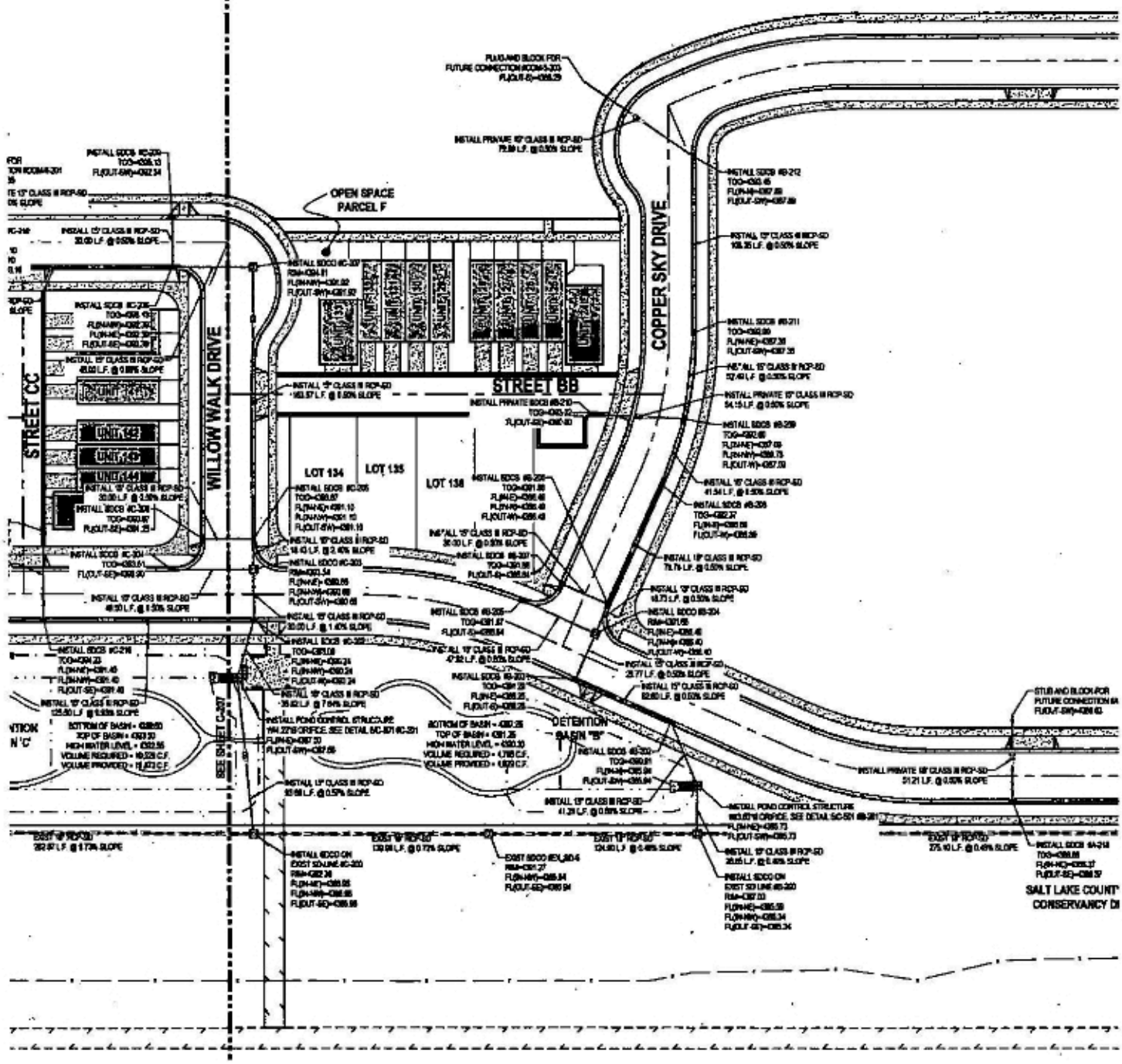
BENCHMARK

SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN LAYTON CITY, DAVIS COUNTY, UTAH

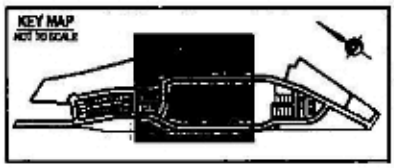
ELEV = 4388.82

GENERAL NOTES

1. ALL PRIVATE STORM DRAIN STRUCTURES AND PIPING IS TO BE OWNED AND MAINTAINED BY THE TRAILSIDE WEST SUBDIVISION HOA.
2. ALL STORM DRAIN MAINTENANCE AND CLEANING OF PRIVATE BOXES AND PRIVATE PIPES ARE TO BE COMPLETED ON A BIO SCHEDULE THAT MEETS LAYTON CITY STANDARDS FOR STORM DRAIN MAINTENANCE.
3. ALL PRIVATE STREETS ARE TO BE OWNED AND MAINTAINED BY THE TRAILSIDE WEST SUBDIVISION HOA. THE PRIVATE STREETS ARE TO BE CLEANED VIA STREET SWEEPING ON A MINIMUM OF AN ANNUAL BASIS OR AT AN INTERVAL MATCHING LAYTON CITY STANDARD, WHICH EVER IS GREATER.



3506510
BK 8128 PG 969



LOT INVESTMENT GROUP LLC

EXIST STORAGE UNITS

EXIST STORAGE UNITS

SEE SHEET C-200

COPPER SKY DRIVE

LOT 173

HARVEST TRAIL AVENUE

SEE SHEET C-200

DENVER RIO GRAND WESTERN RAIL TRAIL

HORIZONTAL GRAPHIC SCALE

(IN FEET)

ENSIGN
THE STANDARD IN ENGINEERING

LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR
DISCOVERY DEVELOPMENT LLC
57 SOUTH MAIN STREET, SUITE 300
LAYTON, UTAH 84041
CONTACT
AMY ROSELLEY
PHONE: 801-683-4983

TRAILSIDE WEST PRUD
PHASE 1
1750 WEST GORDON AVENUE
LAYTON, UTAH

POST CONTRUCTION
STORMWATER
MANAGEMENT PLAN

J.MOSS
C.PRESTON

EXHIBIT A2

3506510
BK 8128 PG 970

811 CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN LAYTON CITY, DAVIS COUNTY, UTAH

ELEV = 4366.62

SEE SHEET C-209

EXIST STORAGE UNITS

EXIST STORAGE

FUTURE TRAILSIDE WEST PRUD PHASE 2

STUB AND BLOCK FOR FUTURE CONNECTION #DDM-3-203

STUB AND BLOCK FOR FUTURE CONNECTION #DDM-3-201

INSTALL PRIVATE 15" CLASS III RCP-SD

INSTALL SDCB #E-211

INSTALL SDCB #E-210

INSTALL SDCB #E-214

INSTALL SDCB #E-212

INSTALL 15" CLASS III RCP-SD

INSTALL 12" CLASS III RCP-SD

INSTALL SDCB #E-213

INSTALL SDCB #E-209

INSTALL SDCB #E-208

OPEN SPACE PARCEL D

OPEN SPACE PARCEL C

OPEN SPACE PARCEL E

LOT 118

LOT 117

LOT 116

LOT 115

LOT 119

LOT 120

LOT 121

STREET O

STREET M

RED TWILIGHT LANE

COPPER SKY DRIV

UNIT 112

UNIT 111

UNIT 113

UNIT 101

UNIT 103

UNIT 107

UNIT 105

UNIT 104

HARVEST TRAIL AVENUE

INSTALL PRIVATE SDCB #A-224

INSTALL PRIVATE SDCB #A-223

INSTALL PRIVATE SDCB #A-222

INSTALL PRIVATE SDCB #A-221

INSTALL PRIVATE SDCB #A-207

INSTALL PRIVATE SDCB #A-206

INSTALL SDCB #A-210

INSTALL SDCB #A-211

INSTALL SDCB #A-212

INSTALL SDCB #A-209

INSTALL SDCB #E-207

INSTALL SDCB #E-206

INSTALL SDCB #E-205

INSTALL 24" CLASS III RCP-SD

INSTALL 18" CLASS III RCP-SD

EXIST SDCDD BOX_SD-14

EXIST SDCDD BOX_SD-8

EXIST 18" RCP-SD

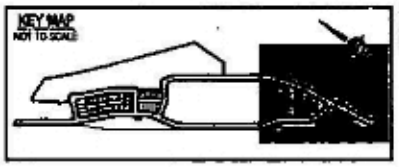
INSTALL POND CONTROL STRUCTURE

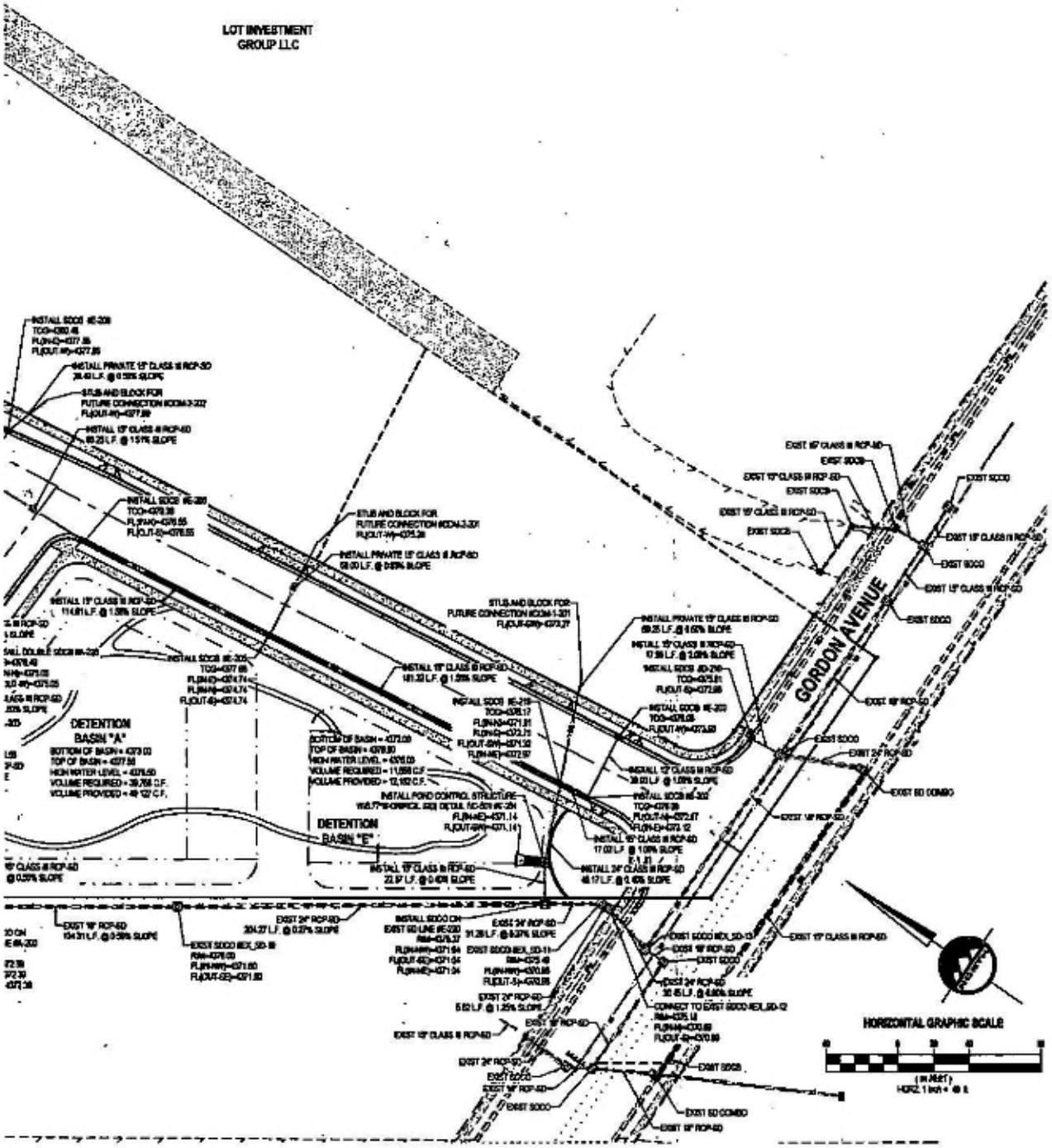
SALT LAKE COUNTY WATER CONSERVANCY DISTRICT

3506510
BK 8128 PG 971

GENERAL NOTES

1. ALL PRIVATE STORM DRAIN STRUCTURES AND PIPING IS TO BE OWNED AND MAINTAINED BY THE TRAILSIDE WEST SUBDIVISION HOA.
2. ALL STORM DRAIN MAINTENANCE AND CLEANING OF PRIVATE BOXES AND PRIVATE PIPES ARE TO BE COMPLETED ON A SCHEDULE THAT MEETS LAYTON CITY STANDARDS FOR STORM DRAIN MAINTENANCE.
3. ALL PRIVATE STREETS ARE TO BE OWNED AND MAINTAINED BY THE TRAILSIDE WEST SUBDIVISION HOA. THE PRIVATE STREETS ARE TO BE CLEANED VIA STREET SWEEPING ON A MINIMUM OF AN ANNUAL BASIS OR AT AN INTERVAL MATCHING LAYTON CITY STANDARD, WHICH EVER IS GREATER.





ENSIGN
THE STANDARD IN ENGINEERING

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FOR
DISCOVERY DEVELOPMENT LLC
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KAY ROBERTSON
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TRAILSIDE WEST PRUD PHASE 1

1750 WEST GORDON AVENUE
LAYTON, UTAH

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN

J.MOSS | C.PRESTON

C.PRESTON

EXHIBIT A3

APPENDIX B – SOPs

Pavement Sweeping

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:

a) Any sediment, leaves, debris, spilt fluids or other waste that collects on our parking areas and sidewalks will fill in our landscaping swales, detention ponds and our pond control structures increasing our maintenance cost.

2. Regular Procedure:

a) Remain aware of minor sediment/debris and hand sweep or remove material by other means as needed. Significant deposits will likely collect in autumn with leaf fall and early spring after winter thaw. Usually sweeping machinery is the best tool for this application.
b) Regularly manage outside activities that spread fugitive debris on our pavements. This involves outside functions including but not limited to: Yard sales, yard storage, fund raisers, etc.
c) Do not allow car wash fund raiser or other related activities. Detergents will damage water resources and washed pollutants will fill our storm drain system and drain into the ground which we are responsible.

4. Disposal Procedure:

a) Dispose of hand collected material in dumpster
b) Use licensed facilities when haul off is necessary

5. Training:

a) Inform staff and service contractors when incorrect SOP implementation is observed.

Landscape 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.

1. Purpose:

a) Grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides and other pollutants will fill our landscaping swales, sediment/trash traps and underground infiltration system requiring future dredging and cleaning increasing our maintenance cost. Removing these debris after they have washed to our flood and water quality system will in very expensive.

2. Maintenance Procedure:

a) Maintain healthy vegetation root systems. Healthy root systems will help improve permeable soils maintaining more desirable infiltration rates of our landscape areas receiving runoff from our pavements.

b) Grooming
- Lawn Mowing – Immediately following operation sweep or blow clippings onto vegetated ground.
- Fertilizer Operation – Prevent overspray. Sweep or blow granular fertilizer onto vegetated ground immediately following operation.
- Herbicide Operation – Prevent overspray. Sweep or blow granular herbicide onto vegetated ground immediately following operation.

c) Remove or contain all erodible or loose material prior forecast wind and precipitation events, before any non-stormwater will pass through the property and at end of work period. Light weight debris and landscape materials can require immediately attention when wind or rain is expected.

d) 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 and daily
  - Scheduling work when weather forecast are clear.

e) Cleanup:

- Use dry cleanup methods, e.g. square nose shovel and broom. Conditions are 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 removal.

5. Training:

a) Annually and at hire
b) Inform staff and service contractors when incorrect SOP implementation is observed.
c) Landscape Service Contractors must use equal or better SOPs.

Waste 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. Purpose:

a) Trash can easily blow out of our dumpster and trash receptacles.

2. Procedure:

a) Remain aware of the lids and keep them closed.
b) Remain aware of leaking and fix. Minimize allowing disposal of liquids in our receptacles. Also liquids can leak from the waste haul trucks.
c) Be aware of receptacle capacity. Leaving bags outside of receptacles for pick up is not acceptable.

3. Waste Disposal Restrictions for all waste Scheduled for the Davis Landfill:

a) Generally most waste generated at this property, and waste from spill and clean up operations can be disposed in our dumpsters under the conditions listed in this SOP. Unless specific disposal requirements are identified by the product SDS or otherwise specified in other SOPs.
b) Know the facility disposal requirements and restrictions. It should not be assumed that all waste disposed in collection devices will be disposed at the Davis County Landfill.
c) Review Davis Landfill regulations for additional restrictions and understand what waste is prohibited in the Davis Landfill. Ensure the SDS and Davis Landfill regulations are not contradictory.

Generally the waste prohibited by the Davis Landfill is:

- List local prohibitions: …
  - paint
  - pesticide/fertilizers
  - oil (all types)
  - antifreeze
  - batteries
  - liquid chemicals
  - etc

1997 East 3500 North
Layton, Utah 84040.

4. Waste Disposal Required for Salt Lake Valley Landfill or other:

a) Generally for waste not accepted by the Davis Landfill.

b) Follow SDS for disposal requirements. Review Davis Landfill regulations for additional restrictions and understand what waste is prohibited in the Davis Landfill. Ensure the SDS and Davis Landfill regulations are not contradictory General rules are:

- Get approval prior to delivery.
- Transport waste in secure leak proof containers that are clearly labeled.

c) Lookup and follow disposal procedures for disposal of waste at other EPA approved sites, the Landfill # is a good resource, 801-614-5600

5. Training:

a) Inform staff and service contractors when incorrect SOP implementation is observed.

Flood and Water Quality System

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:

a) Our storm drain system will collect anything we leave in the way of runoff which will fill our detention system increasing maintenance cost.
b) Any liquids or dissolved pollutants can increase the risk for contaminating groundwater for which we are responsible.
c) During very intense storm events pollutants in excess runoff can by-pass our system increasing risk of contaminating groundwater and the Farmington Bay.

2. Inspections:

a) Inspect storm drain clean outlet and pond control structures. Remove any floating trash at each inspection interval with rake or other means. Remove sediments accumulations when 2" and more.
b) Inspect storm drain system for mosquito larvae. Contact the Davis Mosquito Abatement District when necessary.
c) Inspect for sediment accumulations in above ground detention infrastructure. Remove sediment and debris accumulation when volume capacities drop below 90%.
d) Inspect the landscaping within the detention pond areas for adequate drainage and vegetation coverage. Poor drainage can be improved by maintaining healthy plant root systems. Inspect pond control structures.
e) Regularly remove trash and debris from above ground detention pond and pond control structures. Remove accumulations with regular grooming operations.

2. Disposal Procedure:

a) Remove and dispose sediment and debris at licensed facilities.
b) Disposal of hazardous waste
    1. Dispose of hazardous waste at regulated disposal facilities. Follow SDS Sheets. Also see Waste Management and Spill Control SOP

3. Training:

a) Inform staff and service contractors when incorrect SOP implementation is observed.

Pavement Washing

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:

a) Pavement washing involving detergents can potentially contaminate groundwater with phosphates and with whatever we are washing.
b) Pavement washing can fill our detention pond and landscape area with detergents, including sediment and debris increasing our maintenance cost.

2. 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 following by pavement washing when desired or necessary.

3. Disposal Procedure:

a) Small volumes of diluted washing waste can usually be drained to the local sanitary sewer. Contact the North Davis Sewer District.
b) Large volumes must be disposed at regulated facilities.

4. 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.

5. Training:

a) Inform staff and service contractors when incorrect SOP implementation is observed.

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. Purpose:

a) Salt and other ice management chemicals if improperly managed will unnecessarily increase our salt impact to our own vegetation and local water resources.
b) We need to maintain healthy root systems to help maintain optimum infiltration rates.

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) 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.

1. Purpose:

a) Any sediment, debris, or construction waste will fill in our detention ponds, pond control structures increasing our maintenance cost.

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 and runoff events. Many times daily maintenance is necessary or as needed per random, 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 shovel 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:

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

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. Purpose:

a) Spilt liquids and solids will reach our detention pond, storm drain system potentially contaminating groundwater which we are responsible.
b) It is vital we contain all spills on the surface. Spills reaching our detention pond system can result in expensive spill mitigation, including potential tear out and replacement.

2. Containment Procedure:

a) Priority is to dam and contain flowing spills.
b) Use spill kits booms if available or any material available to stop flowing liquids; 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 people at risk or reach storm drain systems. Generally burst or tipped tanks and containment is still critical. Call HAZMAT, DWQ, Davis County Health Department, Layton City.
      Also report spills to DWQ of quantities of 25 gallons and more and when the spill of lesser quantity causes a sheen on downstream water bodies
   2. Minor Emergency constitutes a spill that is no longer flowing but has reached a storm drain and adequate cleanup is still critical. Call SLVHD, City
   3. Spills that are contained on the surface, typically do not meet the criteria for Critical and Minor Emergencies and may be managed by the responsible implementation of this SOP.
   4. Contact Numbers:
      HAZMAT - 911
      DWQ – 801-231-1769, 801-536-4123, 801-536-4300
      DCHD # – 801-525-5000
      City – 801-336-3800

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 or vacuum machinery. 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.

7. Materials:

a) Generally sand or dirt will work for most cleanup operations and for containment. However, it is the responsibility of the owner to select the absorbent materials and cleanup methods required by the SDS Manuals for chemicals used by the company.

8. Training:

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

APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

MAINTENANCE/INSPECTION SCHEDULE

Frequency	Site Infrastructure
M	Impervious areas, Roadways, Parking areas, Sidewalks and Patios
U	Storm water clean out manhole and pond control structures (following storm events)
U	Landscape Maintenance (Inspections should occur after each maintenance event)
M	Waste Management
A	Storm water storage and conveyance systems
U	Storm water storage and conveyance systems (Inspections should occur after large storm events
U	Spill response (Inspections should occur after each spill to ensure SOP was followed correctly)
S	Snow & Ice removal management (Following seasonal snow storm events)
U	General Construction Maintenance (for repairs as needed)

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.