

46511:2023 PG 1 of 56 ANDREA ALLEN STORM WATER FACILITY AGREEMENT2023 Jul 18 3:03 pm FEE 0.00 BY MG

RECORDED FOR AMERICAN FORK CITY

THIS AGREEMENT, is made and entered into this	
and between JD XVIII, LLC	(her inafter referred to
as "Owner", and American Fork City (hereinafter referred to as	the "City"), a Municipal
Corporation.	- · · · · · · · · ·

RECITALS

WHEREAS, the Owner desires to improve, develop or redevelop real property located at approximately 756 E QUALITY DRNE in American Fork City, Utah County, State of Utah (hereinafter referred to as the "Property"), which is more particularly described in Exhibit A attached hereto:

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

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

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

SECTION 1 FACILITIES

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

SECTION 2 FACILITIES CONSTRUCTION

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

SECTION 3 MAINTENANCE

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

SECTION 4 EASEMENT

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

SECTION 5 FAILURE TO MAINTAIN FACILITIES

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

SECTION 6 NOTICE OF DEFICIENCIES

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

SECTION 7 RECOUPMENT OF COSTS

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

SECTION 8 LIMITATION OF LIABILITIES

It is the sole intent of this Agreement to insure the proper construction and maintenance of the Facilities by the Owner. As the Facilities are not part of the City's Storm Water Collection System, this agreement does not create or extend any rights to immunity or liability protections provided by law to municipalities. This Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or caused by storm water runoff, or to constitute a waiver of any immunity provided to the City through the Utah State Code or Constitution.

SECTION 9 SEDIMENT ACCUMULATION

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

SECTION 10 REQUIREMENTS AND STANDARDS

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

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

SECTION 11 INSPECTIONS

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

SECTION 12 INDEMNITY

The Owner indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Owner and the Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Owner shall pay for all costs and expenses in connection herewith.

SECTION 13 COVENANT RUNNING WITH THE LAND

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

SECTION 14 REMEDIES

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

SECTION 15 ATTORNEYS FEES

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

SECTION 16 THIRD PARTY BENEFICIARIES

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

SECTION 17 NO PARTNERSHIP

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

SECTION 18 UTAH LAW AND VENUE

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

SECTION 19 INTEGRATED AGREEMENT

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

SECTION 20 SEVERABILITY

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

SECTION 21
AMENDMENTS

Approved as to form: Attorney for American Fork City

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

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

	OWN	IER \	
Date:	<u>2</u> 5 , 20 <u>23</u> .	Mak	
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•		Its: Manay Me	war
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COUNTY OF UTAH) :ss)		
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		the agreement on behalf of	
NOTARY PUBLIC		1	_
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SEPTEMBER 19, 2025 STATE OF UTAH	ES	NOTARY PUBLI	c
	AMERICAN I	FORK CITY	
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Approved as to form: Attorney for American Fork City Page 6

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below. **OWNER** By: _____ Its: **NOTARIZATION** STATE OF UTAH) :ss COUNTY OF UTAH The above Agreement was executed on this _____ day of ______, 20 ____ by ____, for and on behalf of ______, the Owner identified in the above signed Agreement. In executing this Agreement, the signer did swear before me that he is duly authorized to sign the agreement on behalf of the Owner. NOTARY PUBLIC AMERICAN FORK CITY STATE OF UTAH) :ss COUNTY OF UTAH The above Agreement was executed on this // day of // , 20 23 by SUSUM (peloe) - Chining for and on behalf of 1) - Crty, the Owner identified in the above signed Agreement. In executing this Agreement, the signer did swear before me that he is duly authorized to sign the agreement on behalf of the Owner.

TERILYN LURKER

NOTARY PUBLIC-STATE OF UTAM

COMMISSION# 710356

COMM. EXP. 02-04-2024

Exhibit A

EXHIBIT A

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Utah County Parcel # 57:077:0001

Quality Drive Project (AF Industrial Flex) – Exhibit A Legal Description of Property

All of Lot 1, PLAT "M", UTAH VALLEY BUSINESS PARK, Including a Vacation of Lot 37 and a Portion of Lot 36,

Plat "J", Amended Utah Valley Business Park, according to the official plat thereof, recorded August 14, 2014 as

Entry No. 56927:2014 (Map Filing No. 14337) in the Utah County Recorder's office.

Exhibit D

Facility Operation and Maintenance Inspection Report for Storm Drain Facilities										
Inspector Name:					Subdivision Name:					
Ins	Inspection Date:				Address:					
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									prepared under	
	supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate									
the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information provided in to the best of my length of any length of the persons.										
directly responsible for gathering the information, the information provided is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information,										
including the possibility of fine and imprisonment for knowing violations.										
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BY	BY: Date:									

Exhibit B

EXHIBIT B

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Long-Term Stormwater Management Plan

for:

756 E Quality Drive, American Fork UT 84003

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PURPOSE AND RESPONSIBILTY

As required by the Clean Water Act and resultant local regulations, including the City of American Fork 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 and generate loose litter must be prohibited, unless SOPs are written to manage those activities or operations, and amended into this LTSWMP.

Utah Lake is impaired but do not have a TMDL. The LTSWMP is aimed at addressing these impairments in addition to all other pollutants that can be generated by this property.

CONTENTS

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

SECTION 2: TRAINING

SECTION 3: RECORDKEEPING SECTION 4: APPENDICES

SECTION 5: AS-BUILT PLANS FOR GROUNDWATER SYSTEM

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

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The site infrastructure at our site is limited at controlling and containing pollutants and our operations if managed improperly can contaminate the environment. This LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the pollution containment limitations of our site infrastructure and direct our maintenance operations to responsibly manage our grounds.

Quality Drive Industrial Flex Space is an light manufacturing facility. Accordingly, the site is mainly covered by the 88,000 SF building with associated asphalt parking surrounding the west, south, and east parts of the building. It is not anticipated that there will be any pollutants or contaminants from the building or parking lot. The light manufacturing has a closed loop water system and puts of low level contaminants that do not require special provisions.

Parking, Sidewalk and flatwork

Any sediment, leaves, debris, spilt fluids or other waste that collects on our parking lots and sidewalks will be carried by runoff to our storm drain inlets. This waste material will settle in our storm drain system increasing maintenance cost and solid and dissolved waste in our runoff can pass through our system ultimately polluting Utah lake. Maintenance involves regular sweeping, the clean up of any oil spills via a Spill kit containing dry oil absorbing powder. It can also involve pavement washing to remove stains, slick spots and improve appearance when necessary. Use our Pavement Maintenance and the Pavement Washing SOPs to manage pollutants that collect on our pavements.

Landscaping

American Fork has minimal landscaping but efforts are made to keep any organic material from entering the storm drain system. Our landscape operations can result in some grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides and other pollutants to fall or be left on our paved areas. This waste material will settle in our storm drain system increasing maintenance cost and solid and dissolved waste in our runoff can pass through our storm drain system ultimately polluting Utah Lake. The primary pollutant impairing Utah Lake is organic material so it is vital that our paved areas with direct connection to the City storm drain systems remain clean of landscape debris.

Use our Landscape Maintenance SOP to prevent this potential pollution source from affecting Utah Lake.

Storm Drain System

The storm drain inlets direct all runoff to a detention pond and through a stormwater treatment manhole with oil water separator that is designed to capture floating material and heavier sediment particles, but does not trap suspended or dissolved pollutants. This device is susceptible to bypass and scour during large storm events and the dissolved

pollutants will pass through and harm Utah Lake. Also our stormwater treatment system holds water that can breed mosquitoes. It is important to regularly maintain this system to protect Utah Lake and prevent mosquito breeding. Use our Storm Drain Maintenance SOP manage our storm drain system responsibly.

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Waste Management

Our 6-yard dumpster and trash receptacles with lids are intended to prevent precipitation exposure minimizing liquids that can leak to pavements and from haul trucks. Lids will also prevent the light weight trash carried off by wind. Good waste management systems, if managed improperly, can become the source of the very pollution that they were intended to control. Use our Waste Management SOP to control and manage the solid waste we generate.

Utility System

Our roof top utility system is exposed to our roof drains which drain to our pavements. This heating and air conditioner unit contains oils and other chemicals that can harm Utah Lake if allowed to drain off our property. Liquids and other waste generated by maintenance of this system can be appropriately managed by our Spill Containment and Cleanup SOP.

Snow and Ice Removal Management

Salt is a necessary pollutant and is vital to ensuring a safe parking and pedestrian walkways. 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

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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 AMERICAN FORK CITY Stormwater Division annually.

SECTION 4: APPENDICES

Appendix A- Site Drawings and Details

Appendix B- SOPs

Appendix C- Recordkeeping Documents

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APPENDIX A - SITE DRAWINGS AND DETAILS, 46511:2023 PG 18 of 56

See attached Final QD Civil Drawings Final 2022 09-23

Storm Tech System maintenance is to be done as per the Inspection and & Maintenance section provided in the approved plan set page 12 of 17 this calls for inspection every 6 months during the first year of operation. Adjust the inspection interval based on previous observations of sediment accumulation and high water elevations. Conduct jetting and vactoring annually or when inspection shows that maintenance is necessary.

See attached SECTION 5: As-built site plan of the groundwater system from the man-made pond. Sheet C2.4 and Sheet C3.0

Four (4) 8' pipes to be Inspected and Maintained as follows: In the first 6 months of operation, the system to be inspected and maintained through cleaning out the 4 concrete boxes. Removal of all silts to occur at each cleaning. This process to occur for the first eighteen (18) months. Thereafter, conduct jetting and vactoring annually or when inspection shows that maintenance is necessary.

INSPECTION & MAINTENANCE

INSPECT ISOLATOR ROW FOR SEDIMENT

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A. INSPECTION PORTS (IF PRESENT)
A.1. REMOVE/OPEN LID ON NYLOP

REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN

REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED

USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG LOWER A CAMERA INTO ISOLATOR ROW FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL) IF SEDIMENT IS AT, OR ABOVE, 3° (80 mm) PROCEED TO STEP 2° IF NOT, PROCEED TO STEP 3°

B. ALL ISOLATOR ROWS

REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW

USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW THROUGH OUTLET PIPE

I) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY

II) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE

IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2: IF NOT, PROCEED TO STEP 3:

CLEAN OUT ISOLATOR ROW USING THE JETVAC PROCESS STEP 2)

A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45' (1.1 m) OR MORE IS PREFERRED

APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN

C. VACUUM STRUCTURE SUMP AS REQUIRED

REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS, RECORD OBSERVATIONS AND ACTIONS. STEP 3

STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

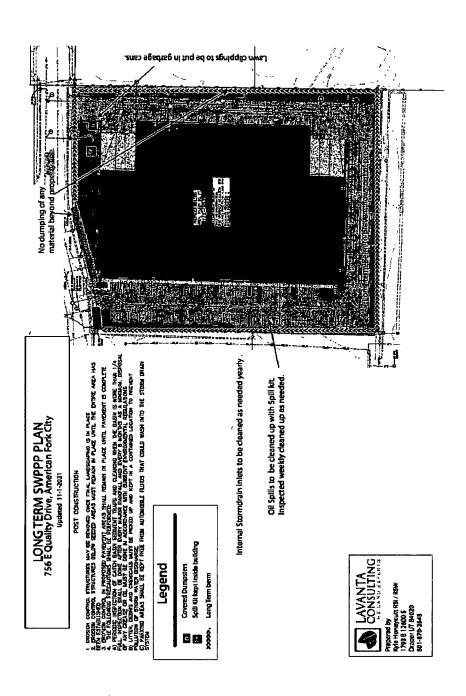
- INSPECT EVERY 6 WONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
- 2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

Contech CDS Unit Maintenance specifications. Are from page 5 of the attached ContecCDS Guide attached.

Cleaning Cleaning of a CDS systems should be done during dry weather conditions when no flow is entering the system. The use of a vacuum truck is generally the most effective and convenient method of removing pollutants from the system. Simply remove the manhole covers and insert the vacuum hose into the sump. The system should be completely drained down and the sump fully evacuated of sediment. The area outside the screen should also be cleaned out if pollutant build-up exists in this area. In installations where the risk of petroleum spills is small, liquid contaminants may not accumulate as quickly as sediment. However, the system should be cleaned out immediately in the event of an oil or gasoline spill. Motor oil and other hydrocarbons that accumulate on a more routine basis should be removed when an appreciable layer has been captured. To remove these pollutants, it may be preferable to use absorbent pads since they are usually less expensive to dispose than the oil/water emulsion that may be created by vacuuming the oily layer. Trash and debris can be netted out to separate it from the other pollutants. The screen should be cleaned to ensure it is free of trash and debris. Manhole covers should be securely seated following cleaning activities to prevent leakage of runoff into the system from above and also to ensure that proper safety precautions have been followed. Confined space entry procedures need to be followed if physical access is required. Disposal of all material removed from the CDS system should be done in accordance with local regulations. In many jurisdictions, disposal of the sediments may be handled in the same manner as the disposal of sediments removed from catch basins or deep sump manholes. Check your local regulations for specific requirements on disposal.

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USWAC Long-Term Stormwater Management Plan for 756 E Quality Drive, American Fork UT 84003

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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 City 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

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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 If Any– 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.

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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:

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) This SOP is intended for all Staff, intended for the proper disposal of common everyday waste.

2. Waste Collection Devices (Exposed units):

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

3. Waste Disposal Restrictions for all waste Scheduled for the Trans-Jordan 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 other disposal requirements are specifically 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 Utah County Landfill.
- c) Review NORTH UTAH COUNTY In Lindon Utah Landfill regulations for additional restrictions and understand what waste is prohibited in the Lindon Landfill. Ensure the SDS and the NORTH UTAH COUNTY LANDFILL regulations are not contradictory.

North Utah County Landfill 2000 West 200 South Street Lindon, Utah, 84042 801-225-8170

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Generally the waste prohibited by the UTAH COUNTY LANDFILL is:

- ➤ Liquid:
 - paint
 - pesticides/fertilizers
 - oil (all types)
 - antifreeze
 - batteries
 - liquid chemicals
 - · etc.

(Generally, all the above hazardous waste when involved in minor spill cleanup operations can be disposed in covered dumpsters and our waste bays, if the liquid is contained in absorbent material, e.g. sand, dirt, loose absorbent, pads, booms etc., and transformed or dried such that it will not drip. This is not intended for whole sale disposal of out dated or spent liquid hazardous waste. When disposal of out dated or spent liquid is needed or for questions of how to dispose of other waste, contact the

Utah department of health Environmental Health Department Health and Justice Building 151 S University Ave Provo, Utah 84601 Phone 801-851-7525

4. Waste Disposal Required for UTAH COUNTY LANDFILL or other:

- a) Generally for waste not accepted by the LANDFILL.
- b) Follow SDS for disposal requirements. Review UTAH COUNTY LANDFILL regulations for additional restrictions and understand what waste is prohibited in the Utah County Landfill in Lindon Utah Above. The SDS and UTAH Lindon regulations are not contradictory

General rules are:

Get approval prior to delivery by calling 801-225-8170

- 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 UTAH COUNTY LANDFILLin Lindon Utah # is a good resource, 5. General Staff Maintenance Practices:

- a) Prevent dumpsters and receptacles from becoming a pollution source by:
 - 1. Closing lids

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- 2. Reposition tipped receptacles upright.
- 3. Report full or leaking and unsecured dumpsters and receptacles to the company provider or repair it in house.
- 4. Report any eminent pollutant hazard related to dumpsters and receptacles to the owner.

6. 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:

- a) Inspect for need:
 - 1. Schedule cleaning for boxes and pipe that contain 2" or more of sediment and debris.
 - 2. Remove debris by vacuum operated machinery via third party vacuum truck service. This service will be done at a minimum of once a year.
 - 3. When accumulations are mostly floating debris this material can be removed with a net.
 - 4. Inspect standing water for mosquito larvae and contact the Utah County Mosquito Abatement at the Utah County Abatement 801-851-7637 located at 2855 South State Street Provo, UT 84601

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
- d) Disposal of waste collected from sanitary sewer device at regulated facilities.

3. Training:

a) Annually and at hire

Pavement Washing Operations

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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.
- 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

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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) 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

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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 nonstormwater 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.

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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) Annually and at hire.

Spill Control

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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
 - 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. See phone numbers below.
 Minor Emergency constitutes a spill that has reached a storm drain but is no
 longer flowing. Call Utah County Health Department, 801-851-7331 City
 801-768-7120
 - 2. 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.
 - 3. Contact Numbers:

HAZMAT - 911 DWQ - 801-231-1769, 801-536-4123 Utah County HEALTH DEPARTMENT - 801-851-7331 City - 801-768-7120

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.

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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

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MAINTENANCE/INSPECTION SCHEDULE

Premercy	Ste Inferiorine
As	Clean up all oils spills from vehicles via a dry absorbent power and place in dumpster.
Needed	
As	Sweep up all other droppings from vehicles and place in dumpster.
Needed	
As	Clean up / Sweep up all organic materials from landscaping and place in dumpster and do not
Needed	allow to flow down the storm drain.
Annually	Inspect storm drain system and remove any debris
Annually	Inspect and remove any debris from detention basin.
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RECORD INSPECTIONS IN THE MAINTENANCE LOG

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

MAINTENANCE LOG

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Date	Maintenanse Performed/Spill Frens. Perform Maintenance per SOPs	Observation Notes, including but not limited to; Inspection results, Observations, System Performance (effectiveness/ineffetencies), SOP Usefulness, Concerns, Necessary Changes	lmuels

Annual Summery of LTSWMP effectiveness, indifferencess, problems, necessary changes etc.

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

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Annual SOP Training Log per Section 2

SOP	Trains	Employee Name / Maintenance Contractor Co	Date
			-
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^{*}You may create your own form that provides this same information or request a word copy of this document.

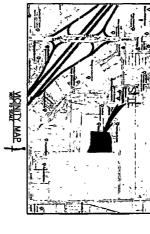
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Exhibit C

NESS PARK

AMERICAN 752 EAST QUALITY DRIVE FORK, UTAH 84003

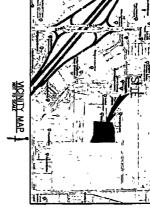
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REVISED MARCH 9, 2022
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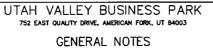
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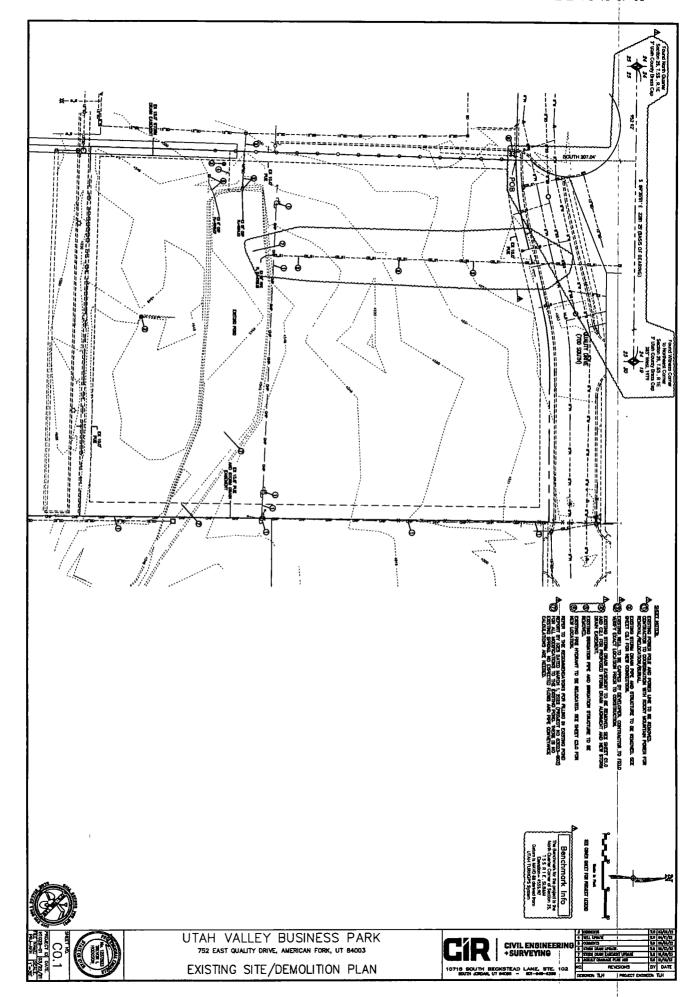


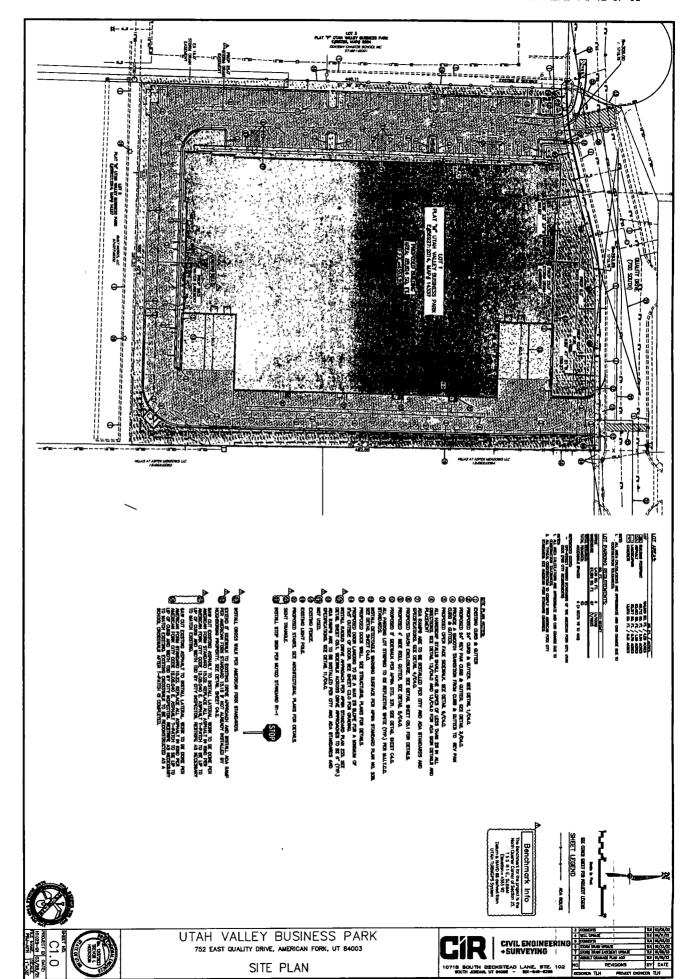


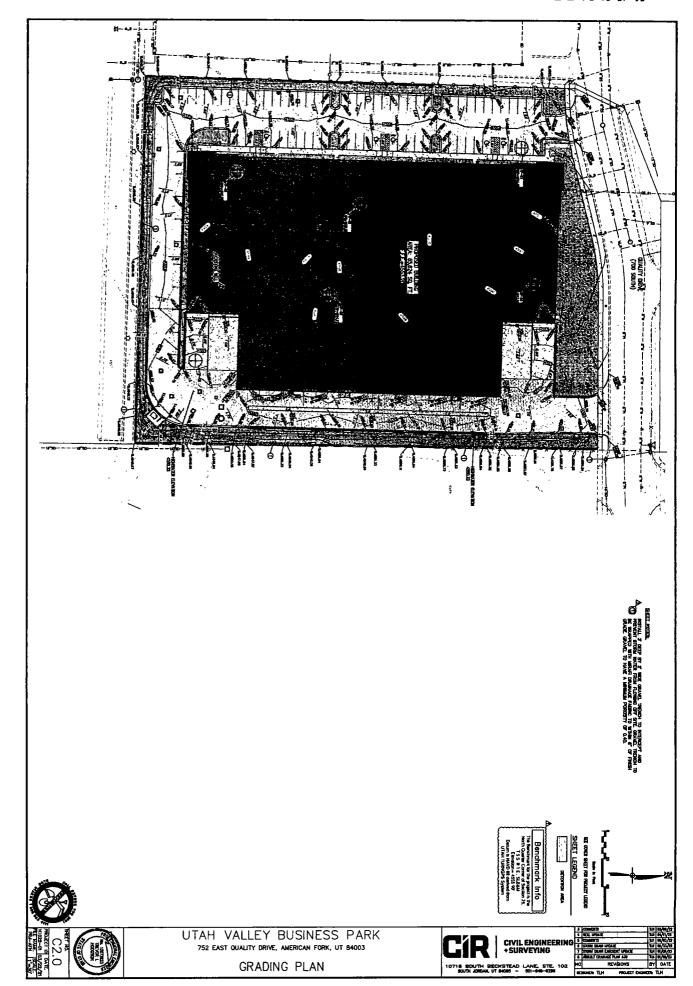


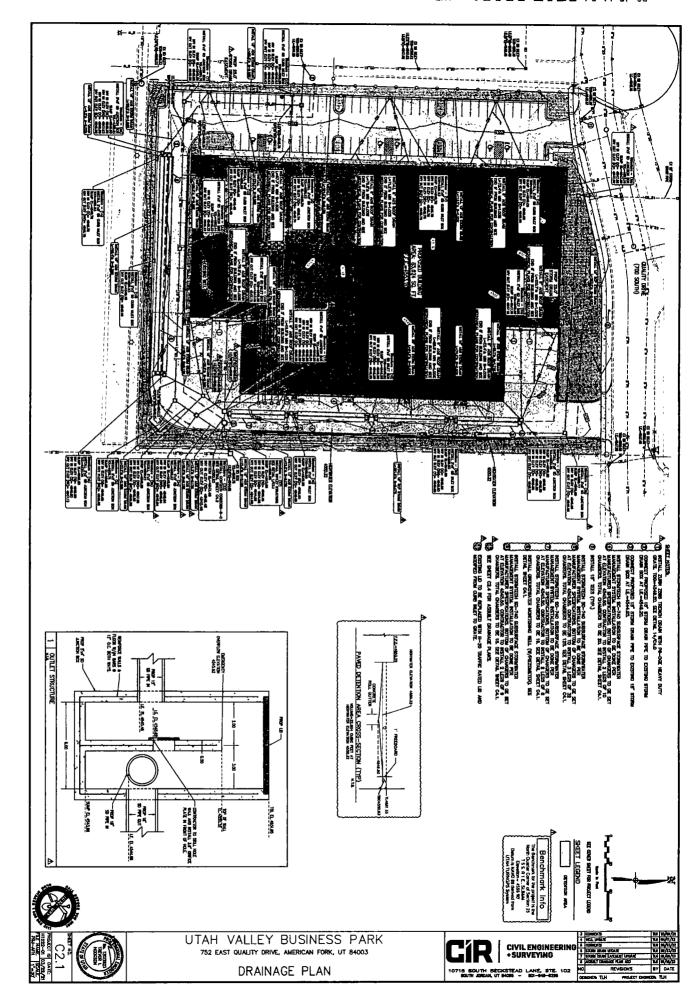


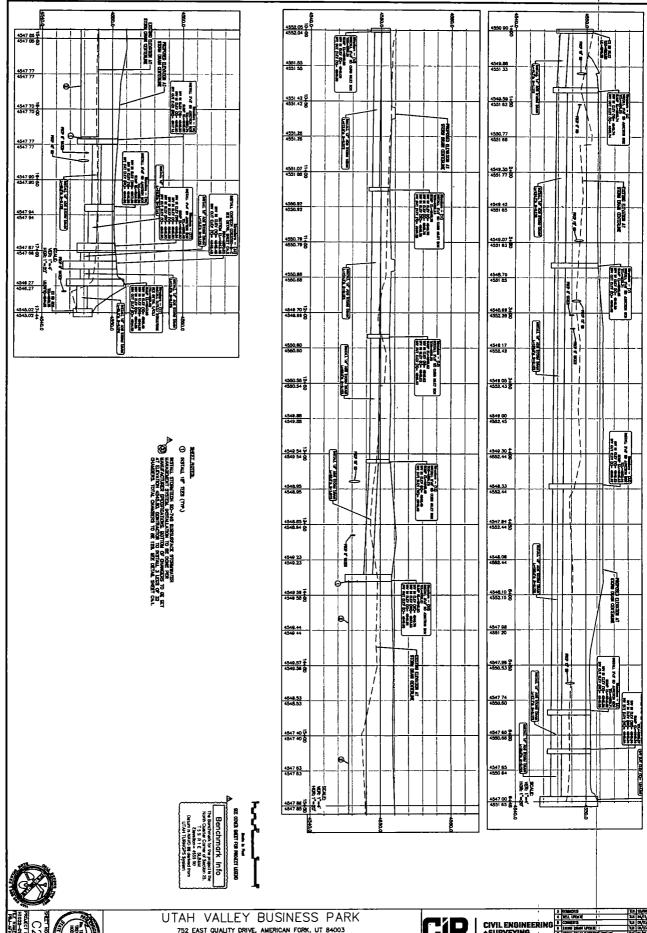










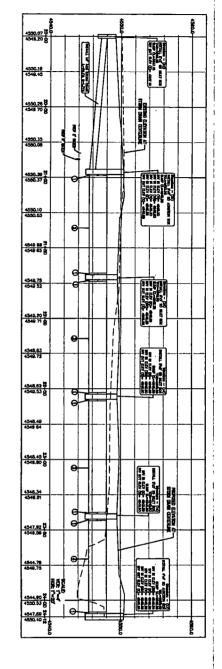














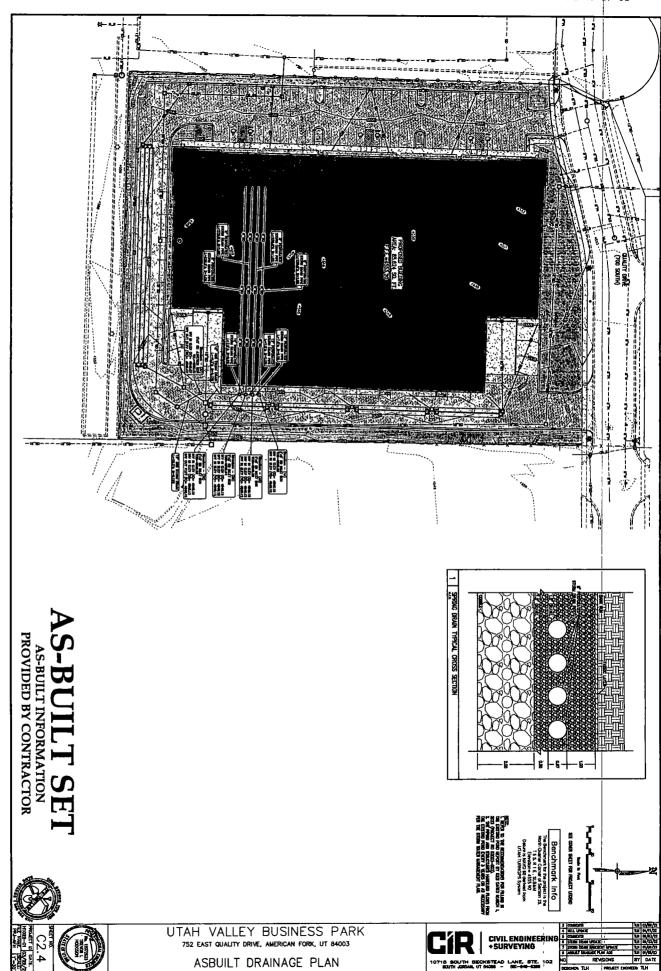


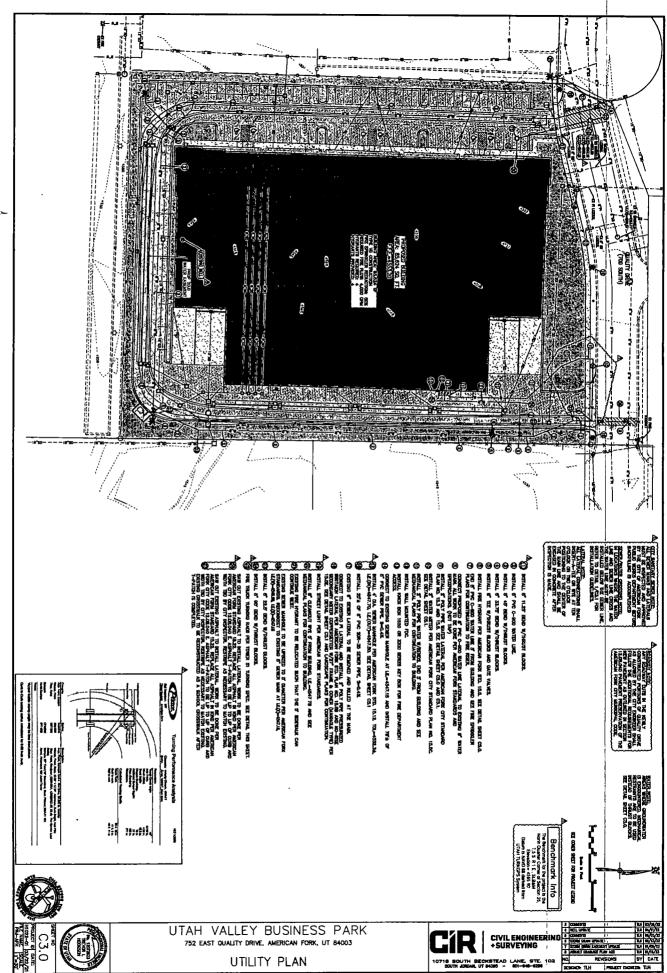


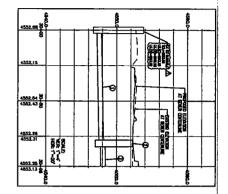












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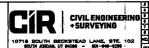
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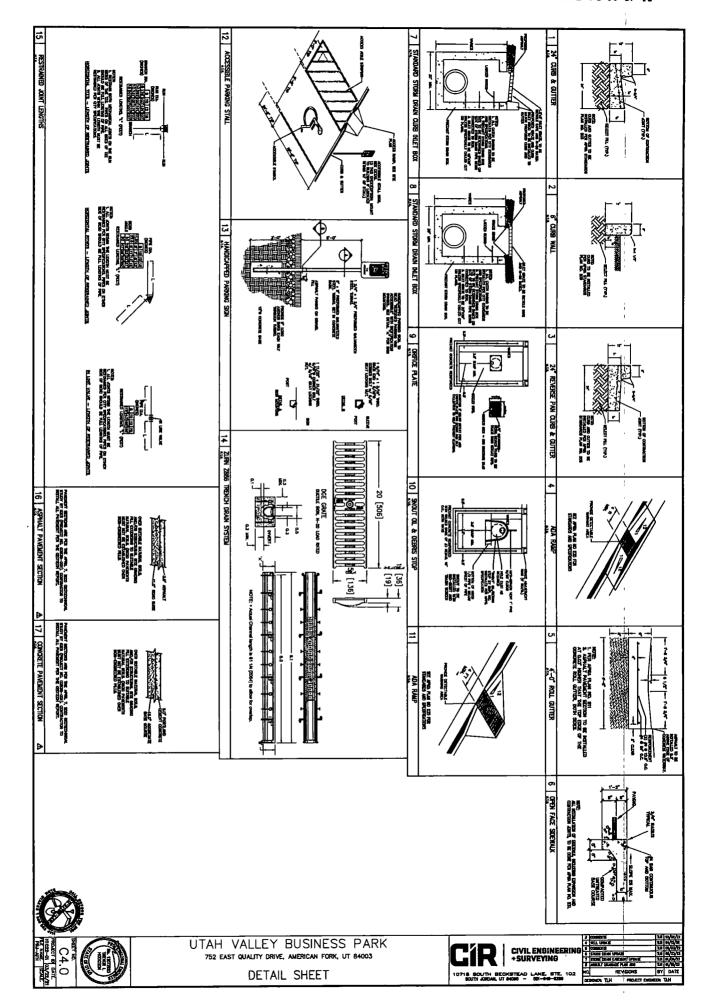


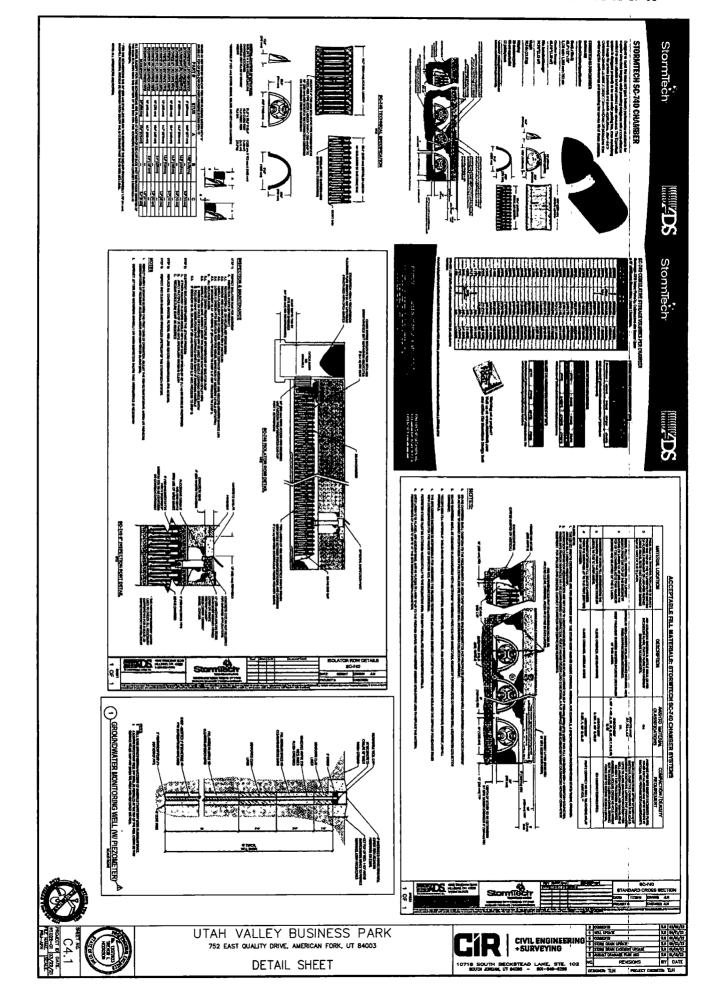


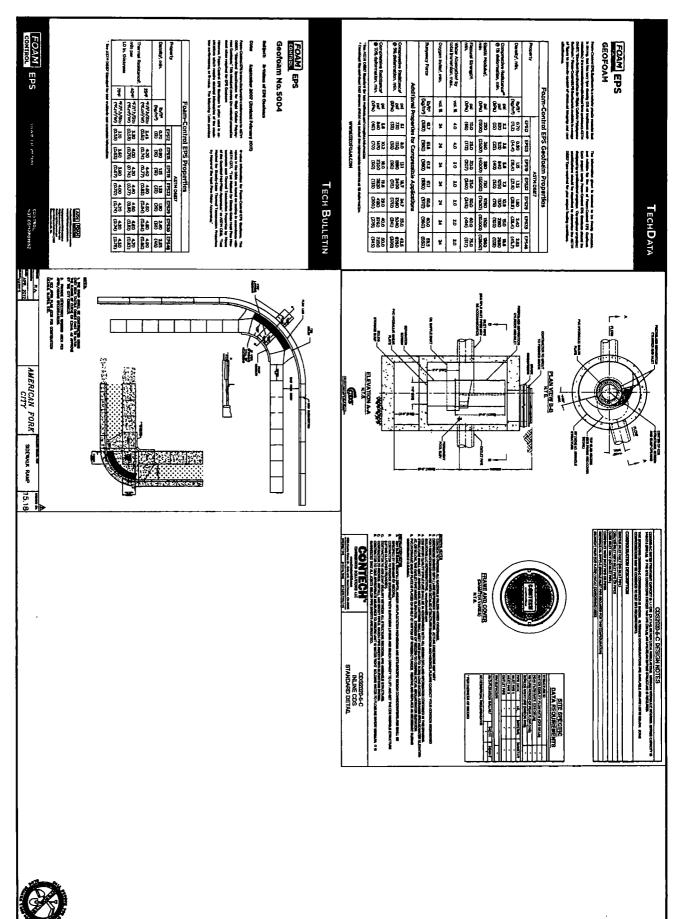
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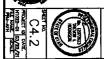




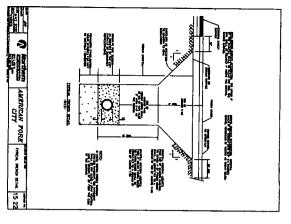


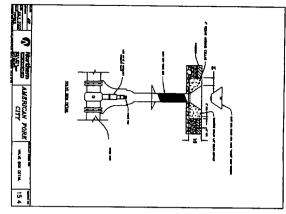


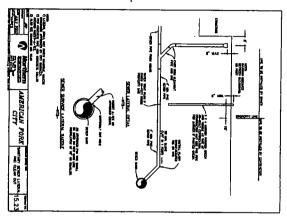


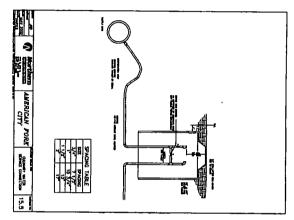


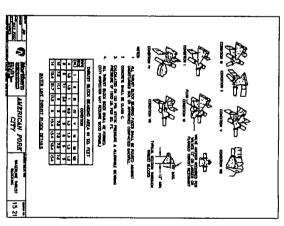


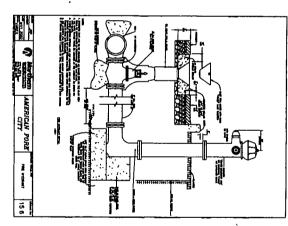


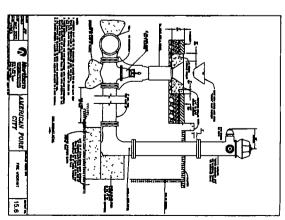


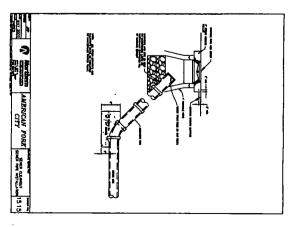










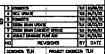


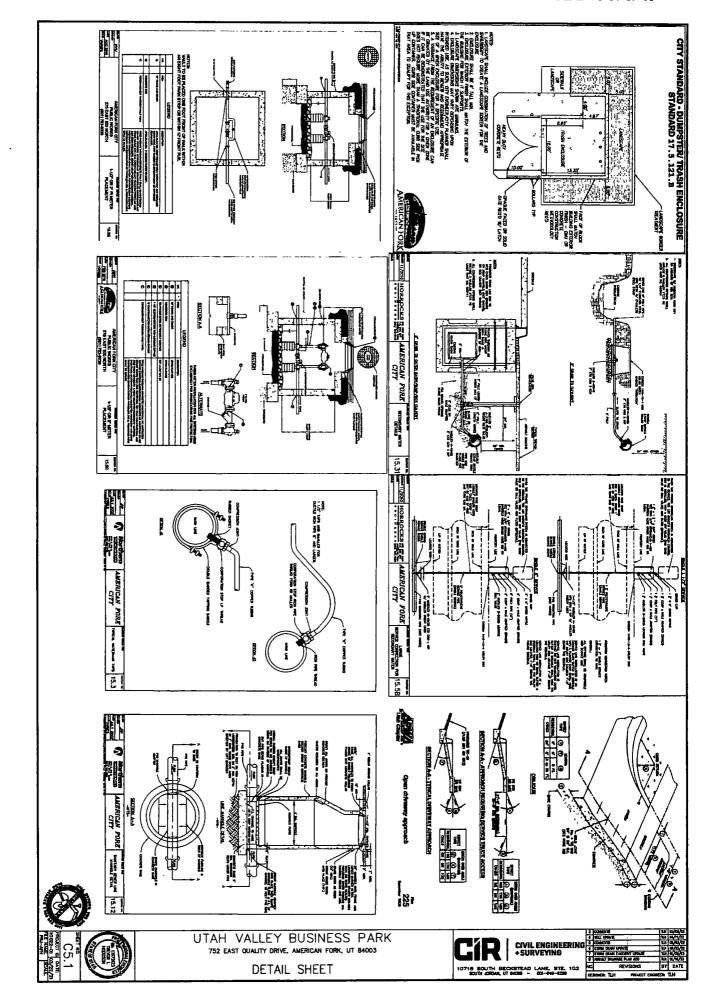


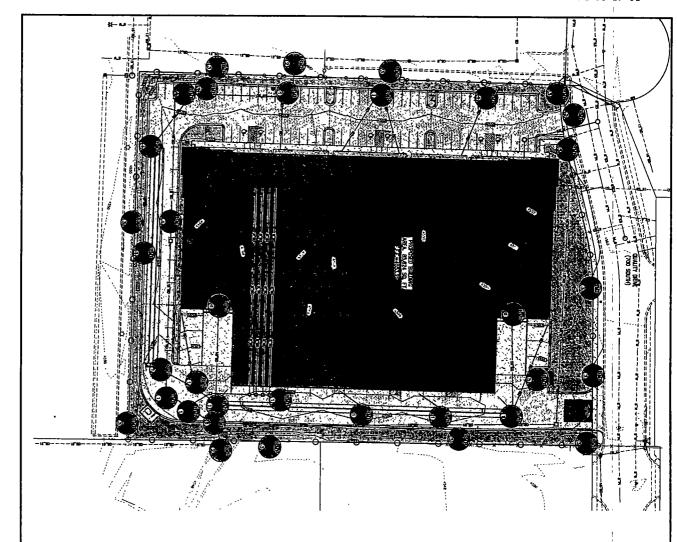


UTAH VALLEY BUSINESS PARK 752 EAST QUALITY DRIVE, AMERICAN FORK, UT 84003 DETAIL SHEET









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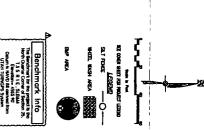
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UTAH VALLEY BUSINESS PARK 752 EAST QUALITY DRIVE, AMERICAN FORK, UT 84003 EROSION CONTROL PLAN (SWPPP)



