

When recorded, mail to:
Heber City Recorder
75 North Main Street
Heber City, Utah 84032

Ent 548650 Bk 1484 Pg 1024-1057
Date: 13-AUG-2024 2:48:32PM
Fee: \$938.00 Check Filed By: CO
MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: JORDANELLE RIDGE MASTER ASSOCIA
TION

APN: (See Exhibit C)

LONG-TERM STORM WATER MAINTENANCE AGREEMENT
(Jordanelle Ridge Village 2)

THIS STORM WATER MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this 20th day of March, 2024, by and between Heber City, a municipal corporation of the State of Utah (the "City"); and Jordanelle Ridge Master Association ("Association") whose address is 10421 South Jordan Gateway, Suite #200, South Jordan, Utah 84095.

RECITALS

- A. 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 Heber City Code, as amended ("Ordinance"), and as adopted pursuant to the Utah Water Quality Act, as set forth in Utah Code Ann § 19-5-101, et seq., as amended (the "Act").
- B. The Association hereby represents and acknowledges that it is the owner in fee simple or is solely responsible through separate agreement(s) for storm water and its management from certain real properties more particularly described in Exhibit "A", attached hereto, and incorporated herein by this reference (the "Property"), and in any amendments thereto, which property is subject to the regulations described above.
- C. The Association 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
- D. To facilitate the anticipated development of the Property, the Association desires to build and maintain, at Association's expense, storm and surface water management facilities, including structures, improvements, grading and drainage plans and/or vegetation to control the quantity and quality of the storm water (the "Storm Water Facilities"); and
- E. The Storm Water Facilities are shown in the final site plans for subdivisions accepted for the Property, in any related engineering drawings, and in any amendments thereto, which plans, and drawings are on file in the Heber City Engineering Department, and are hereby incorporated herein by this reference (the "Development Plan"); and
- F. A detailed description of the Storm Water Facilities, which includes the operation and maintenance procedures required to enable the Storm Water Facilities to perform their designed functions (the "Long-Term Storm Water Management Plan"), is attached hereto as Exhibit "B". This plan is incorporated herein by this reference and may be amended from time to time by the

City to comply with City's storm water management plan, MS4 UPDES permit and other federal, state, and local requirements; and

G. As a condition of Development Plan acceptance, Association is required to enter into this Agreement establishing a means of operating and documenting the execution of the Long-Term Storm Water Management Plan within the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the benefits received, and to be received by the Association, its successors, and assigns, as a result of the City's acceptance of the Long-Term Storm Water Management Plan the parties agree as follows:

1. **Construction of Storm Water Facilities.** The Association shall, at its sole cost and expense, construct the Storm Water Facilities in strict accordance with the Development Plan, specifications, and any amendments thereto which have been accepted by the City or its agent.
2. **Maintenance of Storm Water Facilities.** The Association shall, at its sole cost and expense, operate and maintain the Storm Water Facilities for developed flow from the property, and undeveloped natural flow passing through the property, in strict accordance with the Long-Term Storm Water Management Plan. Association's maintenance obligations shall be limited to structures, systems, and appurtenances on Association's land, and facilities into which storm water flows outside of the public right-of-way, including all system and appurtenances built to convey storm water, as well as all structures, improvements, and vegetation provided solely to control the quantity and quality of the storm water. Maintenance, for purposes of this Agreement, is defined as good working condition so that the Storm Water Facilities are performing their design functions and capacities. The Association shall, at its sole cost and expense, perform all work necessary to keep the Storm Water Facilities in good working condition.
3. **Annual Maintenance Report.** The Association shall, at its sole cost and expense, submit an Annual Maintenance Report and Certification to the City of the Storm Water Facilities pursuant to the inspection schedule(s) in the Long-Term Storm Water Management Plan. The purpose of the Annual Maintenance Report 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: parking lots, structural improvements, berms, channels, outlet structures, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the Annual Maintenance 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 Maintenance Report and Certification shall be due by June 30, of each year and shall be in a form provided by the City with visual documentation, an example of which is attached in Appendix "C" of the Long-Term Storm Water Management Plan, and that may be modified from time to time to accommodate laws, rules, and regulatory changes.
4. **Oversight Inspection Authority.** The Association hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities upon reasonable notice of not less than three business days to the Association. The purpose of the inspection shall be to determine and ensure that the Storm Water Facilities are

adequately maintained, are continuing to perform in an adequate manner, and are in compliance with all applicable laws, regulations, rules, and ordinances, as well as the Long-Term Storm Water Management Plan.

5. **Notice of Deficiencies.** If the City or its agent finds the Storm Water Facilities contain any defects or are not being maintained adequately, the City or its agent shall send the Association written notice of the defects or deficiencies and provide the Association with reasonable time to cure such defects or deficiencies, stated in the notice. Such notice shall be sent certified mail to the Association's address set forth below.

6. **Association to Make Repairs.** The Association 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 or its agent within the required cure period to ensure the Storm Water Facilities are adequately maintained and continue to operate as designed and accepted.

7. **Corrective Action.** In the event the Association fails to adequately maintain the Storm Water Facilities in good working condition acceptable to the City agent, the City or its agent may proceed with any enforcement mechanism provided in Heber City Code. The City or its agent may also give written notice that the Storm Water Facilities will be disconnected from the City's municipal separate storm sewer system. Any damage resulting from the disconnected system will be the Association's responsibility. It is expressly understood and agreed that neither the City nor its agent are under any 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 or its agent. The actions described in this Section are in addition to and not in lieu of the legal remedies available to the City as provided by law for Association'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 or its agent, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, use of equipment, supplies, materials, and the like related to storm drain disconnection from the City's municipal separate storm sewer system, the Association shall reimburse the City or its agent upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City or its agent. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Association shall also be liable for any collection costs, including attorney's fees and court costs, incurred by the City or its agent in collection of delinquent payments. The Association hereby authorizes the City or its agent to assess any of the above-described costs, if remained unpaid, by recording a lien against the Property.

9. **Successors and Assigns.** This Agreement shall be recorded in the office of the County Recorder and the covenants and agreements contained herein shall run with the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon the Association hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein. If the property is sold, the parties may execute an assignment of this Agreement and release of the seller's liability upon the City's consent and agreement.

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 Association, its successors and assigns, is held invalid, the remainder of this Agreement shall not be affected thereby.

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

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

13. **Amendments.** This Agreement shall not be modified except by written instrument executed by the City and the Association of the Property at the time of modification, and no modification shall be effective until recorded in the office of the County Recorder, excepting modifications to Exhibit "A". Parties agree that Exhibit "A" may be modified from time to time as additional properties develop under the same provisions of this agreement and Exhibit "A" contains the authorized signatures of both City and Association, acknowledging said modified exhibit.

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

15. **Exhibits and Recitals.** The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT A
(Legal Descriptions)

Jordanelle Ridge – Village 2 South Boundary

A description of a tract of land completely contained within Township 3 South, Range 5 East, Salt Lake and Base and Meridian. All sections called to and along within this description are within said Township and Range.

Beginning at a point being South 00°41'38" East 518.02 feet along the North-South Quarter section line from the South Quarter Corner of Section 20, and running

thence North 19°13'48" West 272.96 feet;
thence Northwesterly 176.87 feet along the arc of a 1,034.00 foot radius curve to the left (center bears South 70°54'05" West and the chord bears North 23°59'56" West 176.65 feet with a central angle of 09°48'02");
thence North 28°53'57" West 229.57 feet;
thence North 28°55'45" West 31.50 feet;
thence Northwesterly 205.84 feet along the arc of a 316.00 foot radius curve to the right (center bears North 61°09'30" East and the chord bears North 10°10'52" West 202.22 feet with a central angle of 37°19'17");
thence North 08°28'46" East 105.39 feet;
thence Northwesterly 242.26 feet along the arc of a 384.00 foot radius curve to the left (center bears North 81°31'14" West and the chord bears North 09°35'39" West 238.26 feet with a central angle of 36°08'50");
thence South 89°59'23" East 341.60 feet to the North-South Quarter section line;
thence North 00°00'09" East 1,550.78 feet along the North-South Quarter section line;
thence North 53°35'28" East 351.75 feet;
thence North 42°38'38" East 443.03 feet;
thence North 50°47'07" West 752.70 feet to the North-South Quarter section line;;
thence North 00°00'09" East 741.95 feet along the North-South Quarter section line;
thence North 89°59'32" West 399.95 feet;
thence North 24°22'32" West 113.62 feet;
thence North 45°45'31" East 1,484.43 feet;
thence South 44°14'29" East 4,517.61 feet;
thence North 89°14'34" East 149.38 feet;
thence South 00°09'12" East 1,185.14 feet to the Northwest Corner of Wasatch County Parcel Number 00-0021-5051 found at Entry Number 355558;
thence South 00°46'51" West 697.33 feet along said Parcel Number 00-0021-5051;
thence North 89°36'20" West 82.51 feet;
thence South 00°56'33" East 1,322.25 feet;
thence South 88°58'53" West 1,148.61 feet;
thence West 42.95 feet;
thence North 00°47'55" West 20.57 feet;
thence South 89°49'39" West 210.60 feet;
thence South 00°10'21" East 19.93 feet to the Northeast Corner of Cove Estates Phase 2 as recorded in the Wasatch County Recorder's Office as Entry Number 294870 in Book 820 at Pages 176-185;

thence West 1,112.50 feet along the North line of said Cove Estates Phase 2, to and along the Northerly line of Cove Estates Phase 1 as recorded in the Wasatch County Recorder's Office as Entry Number 294869 in Book 820 at Pages 166-175;

thence South 00°10'21" East 26.98 feet;

thence South 49°09'39" West 1,056.00 feet;

thence South 89°49'39" West 512.35 feet to the North-South Quarter section line of Section 29;

thence North 00°41'38" West 1,549.71 feet along the North-South Quarter section line to the point of beginning.

Contains 20,152,893 Square Feet or 462.647 Acres

Less and Excepting any portion of Parcel Number 00-0021-5048 found at Entry Number 325869 being more particularly described as follows:

All of a certain parcel of land, designated as Wasatch Commons Tank site, said parcel located in the north half of Section 20, Township 3 South, Range 5 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Commencing at the East corner of above mentioned Section 20 (Basis of Bearing South 00°42'24" West – 2663.75 feet between the East quarter corner and the South east corner of said Section 20); thence South 00°42'24" West along the east line of said section for 103.13 feet; thence North 89°17'36" West perpendicular to said east line for 331.83 feet to the POINT OF BEGINNING; thence South 88°55'25" West for 468.50 feet; North 13°06'56" East for 644.72 feet; South 84°07'24" East for 343.15 feet; South 01°53'10" West for 584.28 feet to the POINT OF BEGINNING. Contains 246,424 sq.ft or 5.653 Acres.

Net Area Contains 19,906,469 Square Feet or 456.990 Acres

Jordanelle Ridge – Village 2 North Boundary

A description of a tract of land completely contained within Township 3 South, Range 5 East, Salt Lake and Base and Meridian. All sections called to and along within this description are within said Township and Range.

Beginning at a point being South 00°18'29" East 739.24 feet and West 1,328.99 feet from the Northwest Corner of Section 17, and running

thence South 44°14'29" East 3,789.25 feet;

thence South 22°49'32" West 2,280.27 feet to the center line of the Timpanogos Canal;

thence along the center line of the Timpanogos Canal the following twenty-two (22)

calls:

(1) Northwesterly 38.51 feet along the arc of a 102.07 foot radius curve to the left (center bears South 22°49'32" West and the chord bears North 77°59'03" West 38.29 feet with a central angle of 21°37'11");

(2) North 88°47'39" West 60.52 feet;

(3) Northwesterly 80.59 feet along the arc of a 86.61 foot radius curve to the right (center bears North 01°12'21" East and the chord bears North 62°08'18" West 77.71 feet with a central angle of 53°18'41");

- (4) Northwesterly 109.17 feet along the arc of a 447.63 foot radius curve to the left (center bears South 56°04'26" West and the chord bears North 40°54'47" West 108.90 feet with a central angle of 13°58'25");
 - (5) North 48°06'38" West 178.00 feet;
 - (6) Northwesterly 119.16 feet along the arc of a 1,064.17 foot radius curve to the left (center bears South 41°53'22" West and the chord bears North 51°19'06" West 119.10 feet with a central angle of 06°24'56");
 - (7) Northwesterly 201.48 feet along the arc of a 1,331.77 foot radius curve to the right (center bears North 35°28'26" East and the chord bears North 50°11'32" West 201.29 feet with a central angle of 08°40'05");
 - (8) Northwesterly 357.92 feet along the arc of a 660.73 foot radius curve to the right (center bears North 44°08'31" East and the chord bears North 30°20'21" West 353.56 feet with a central angle of 31°02'16");
 - (9) North 14°49'13" West 142.18 feet;
 - (10) Northwesterly 80.21 feet along the arc of a 134.67 foot radius curve to the left (center bears South 75°10'47" West and the chord bears North 31°52'57" West 79.03 feet with a central angle of 34°07'27");
 - (11) North 48°56'41" West 159.35 feet;
 - (12) Northwesterly 206.88 feet along the arc of a 351.28 foot radius curve to the right (center bears North 41°03'19" East and the chord bears North 32°04'22" West 203.90 feet with a central angle of 33°44'36");
 - (13) North 15°12'04" West 77.45 feet;
 - (14) Northwesterly 71.72 feet along the arc of a 216.78 foot radius curve to the left (center bears South 74°47'56" West and the chord bears North 24°40'44" West 71.39 feet with a central angle of 18°57'20");
 - (15) North 34°09'24" West 34.78 feet;
 - (16) Northwesterly 67.17 feet along the arc of a 44.16 foot radius curve to the left (center bears South 55°50'36" West and the chord bears North 77°44'20" West 60.88 feet with a central angle of 87°09'51");
 - (17) South 58°40'45" West 78.71 feet;
 - (18) Southwesterly 37.75 feet along the arc of a 90.97 foot radius curve to the left (center bears South 31°19'15" East and the chord bears South 46°47'31" West 37.48 feet with a central angle of 23°46'27");
 - (19) Southwesterly 37.88 feet along the arc of a 104.38 foot radius curve to the right (center bears North 55°05'41" West and the chord bears South 45°18'03" West 37.67 feet with a central angle of 20°47'27");
 - (20) South 55°41'46" West 51.76 feet;
 - (21) Southwesterly 219.84 feet along the arc of a 245.08 foot radius curve to the right (center bears North 34°18'14" West and the chord bears South 81°23'38" West 212.54 feet with a central angle of 51°23'43");
 - (22) North 72°54'31" West 59.84 feet to a point on the Easterly line of Wasatch County Parcel Number 00-0007-7664 found at Entry Number 385533 as surveyed and monumented by UESI Engineering filed as Number OWC-035-018-4-0842 for John Williams;
- thence also said Parcel Number 00-0007-7664 the following thirteen (13) calls:
- (1) North 04°04'00" East 78.68 feet;
 - (2) North 89°52'28" West 66.86 feet;
 - (3) North 40°52'28" West 500.67 feet;
 - (4) North 26°22'28" West 447.97 feet;

(5) North 10°22'28" West 343.54 feet;
(6) thence North 12°22'32" East 206.91 feet;
(7) North 40°52'27" West 334.76 feet;
(8) North 42°08'03" West 160.49 feet;
(9) North 10°38'05" West 178.53 feet;
(10) North 18°51'55" East 761.62 feet;
(11) North 46°38'05" West 166.19 feet;
(12) North 11°08'05" West 194.68 feet;
(13) North 89°40'17" West 380.84 feet;
thence North 15°25'24" East 339.00 feet;
thence North 20°10'13" East 31.82 feet;
thence South 74°40'22" East 476.91 feet;
thence North 61°17'28" East 686.04 feet to the point of beginning.

Contains 8,858,414 Square Feet or 203.361 Acres

Jordanelle Ridge – Village 2 Fitzgerald Boundary

A parcel of land situated in the Southwest Quarter of Section 20 and Northwest Quarter of Section 29, Township 3 South, Range 5 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the South Quarter Corner of Section 20, Township 3 South, Range 5 East, Salt Lake Base and Meridian; and running

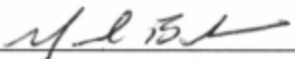
thence South 00°41'38" East 1,682.76 feet;
thence South 89°15'44" West 1,099.87 feet;
thence North 01°51'31" East 4.30 feet to the Easterly Right-of-Way line of Highway 40;
thence Northerly 1,428.78 feet along the arc of a 2,914.90 foot radius curve to the left
(center bears North 88°08'29" West and the chord bears North 12°11'01" West 1,414.52 feet with
a central angle of 28°05'04") along said Easterly Right-of-Way line;
thence North 56°18'04" East 215.35 feet;
thence North 21°30'00" West 147.69 feet;
thence North 05°51'20" East 159.38 feet;
thence North 23°49'47" West 184.00 feet;
thence North 20°27'33" West 66.50 feet;
thence North 60°41'50" East 99.44 feet;
thence North 00°00'13" East 283.22 feet;
thence South 89°59'23" East 1,247.37 feet;
thence South 00°00'09" West 667.89 feet to the point of beginning.

Contains 2,862,935 Square Feet or 65.724 Acres

EXHIBIT "A" ACKNOWLEDGMENT

ASSOCIATION

HEBER CITY

By: 
Name: MICHAEL BRADSHAW
Its: Jordanelle Ridge Master Association
Date: 3-20-24


By: 
City Engineer
Date: 4/24/2024

EXHIBIT B
(Long-Term Storm Water Management Plan)
(Separate Attachment)

EXHIBIT B

Long-Term Storm Water Management Plan

for

Jordanelle Ridge Village 2
Heber City, Utah

PURPOSE AND RESPONSIBILITY

As required by the Clean Water Act and resultant local regulations, including Heber City Storm water Management Program, those who develop land are required to build and maintain systems to minimize litter and contaminants in storm water runoff that pollute waters of the State.

This Long-Term Storm Water 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 storm water system or natural drainages are prohibited unless SOPs are written and accepted by the City to manage those activities or operations and amended into this LTSWMP.

The LTSWMP is aimed at protecting water quality and minimizing pollutants that could be generated by this property.

CONTENTS

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

SECTION 2: TRAINING

SECTION 3: RECORDKEEPING

SECTION 4 APPENDICES

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

The purpose of site infrastructure within the project is to control and contain pollutants which, if improperly managed, could adversely impact the environment. This LTSWMP includes standard operating procedures (SOP)s that are intended to direct maintenance operations and responsibly manage the grounds and infrastructure to ensure the chances of adverse impacts are minimized.

Parking, Sidewalk and Flatwork

Runoff from private roadways is the responsibility of the development. The development is also responsible for runoff from any private impervious areas or parking within the project. The various subdivisions within the project are made up of a variety of multi-family and single family lots. Each private lot has a concrete driveway. Any sediment, debris, fluids, or other waste left or that collect on these areas will be carried by runoff to the storm drain inlets. This waste material will settle in the storm drain system increasing maintenance cost and any material dissolving in the runoff will pass through the system. Maintenance involves regular sweeping, but it can also involve pavement washing to remove stains, slick spots, and oil/chemical spills when necessary. The Sweeping and the Pavement Washing SOPs are used to manage the pollutants associated with pavements.

Landscaping

This property's landscape operations can result in grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides, and other pollutants to fall or be left on paved areas. This waste material will settle in the storm drain system, increasing maintenance costs, and contributing to the solid and dissolved runoff waste that can pass through storm drain system and impact water quality. Primary pollutants of concern in the Heber area are nitrates and organic material, so it is vital that paved areas with direct connection to the City storm drain systems remain clean of landscape debris. The Landscape Maintenance SOP is written to control and manage this potential pollution source.

Storm Drain System

Storm water inlets are located within the curb and gutter of private roads and parking areas. These inlets direct all runoff from the development (developed flow) into privately maintained ponds and infrastructure. In cases where developed flow from these areas is mixed with developed flow from public roads and retained in ponds on private property, the ponds and infrastructure will be privately maintained. Maintenance will include cleaning, repair, and replacement of the facilities.

Storm water in natural drainages passing through the property (undeveloped flow) will be kept separate from storm water generated by the development. Where the natural undeveloped storm water flow is retained in ponds at roads or other crossings on private property, these ponds and infrastructure will be privately maintained. Maintenance will include cleaning, repair, and replacement of the facilities.

In cases where developed storm water flow is retained and subsequently discharged into City infrastructure downstream, the development is responsible for the quantity and quality of the storm water prior to entering the City's system.

Waste Management

Trash receptacles with lids are intended to prevent exposure to precipitation which minimizes liquids that can leak onto pavements and into the storm drain system. They also minimize the amount of light weight trash that is exposed to wind and scattered along the ground. Good waste management systems, if managed improperly, can end up as the source of the very pollution that they were intended to control. The Waste Management SOP is written to control and manage waste.

Snow and Ice Removal Management

Salt is a necessary material for ensuring safe parking and pedestrian walkways. However, snow removal operations, if improperly managed, will have an adverse impact on vegetation and local water resources.

SECTION 2: TRAINING

The purpose of training is to ensure that all homeowners and maintenance contractors know and understand the SOPs that are specifically written to manage and maintain the property. Maintenance contractors must follow good practices and meet the minimum standards described in the LTSWMP SOPs. A file of all training records in Appendix C will be maintained for review.

SECTION 3: RECORDKEEPING

Maintain records of operation and maintenance activities in accordance with SOPs. Mail a copy of the record to Heber City annually by June 30th of each year.

SECTION 4: APPENDICES

Appendix A- Infrastructure Locations, Site Drawings, and Details

Appendix B- SOPs

Appendix C- Recordkeeping Documents

Ent 548650 Bk 1484 Pg 1040

APPENDIX A – INFRASTRUCTURE LOCATIONS, SITE DRAWINGS, AND DETAILS

(INSERT PROJECT SPECIFIC DOCUMENTS HERE)

APPENDIX B – SOPs

Ent 548650 Bk 1484 Pg 1042

Pavement Maintenance Operations

General:

These SOPs are not expected to cover all necessary 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 storm water pollution by sweeping and removing pollutants that will be carried to City storm water systems during storm water runoff or by non-storm water runoff.
- b) The sweeper is intended for removing material that collects on pavements by use and the natural degradation of pavements, i.e., 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 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.

3. Disposal Procedure:

- a) Service contractors to dispose at licensed facilities.
- b) Dispose of hand collected materials in dumpsters.

4. Training:

- a) Annually and at hiring.

Landscape Maintenance Operations

Ent 548650 Bk 1484 Pg 1043

General:

This SOP is not expected to cover all necessary 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 light weight material from being carried away from the construction or maintenance envelop by wind or water.

5. 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.

6. Maintenance Procedure:

- a) Grooming
 - Lawn Mowing - Immediately following operation, sweep or blow clippings onto vegetated ground.
 - Fertilizer Operation - Prevent overspray. Sweep or blow fertilizer onto vegetated ground immediately following operation.
 - Pesticide Operation - 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-storm water will pass through and over the project site and at end of work period. Light weight debris and landscape materials 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. It is usually sufficient when no more material can be swept onto square nosed shovel.
 - Power blowing tools

7. Waste Disposal:

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

8. Equipment:

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

9. Training:

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

Waste Management Operations

Ent 548650 Bk 1484 Pg 1045

General:

This SOP is not expected to cover all necessary 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 for all Staff, intended for the proper disposal of common everyday waste.

2. Waste Collection Devices (Exposed units):

- a) The site contains the following types of waste management containers.
 - Receptacles with lids

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

- a) Generally, most waste generated at this property, and waste from spill and clean up operations can be disposed in 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 of at the landfill.
- c) Review landfill regulations for additional restrictions and understand what waste is prohibited. Ensure the SDS and Landfill regulations are not contradictory. Generally, the waste prohibited by the 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 wholesale disposal of out dated or spent liquid hazardous waste. When disposal of outdated or spent liquid is

needed or for questions of how to dispose of other waste, contact the Health Department for instructions and locations.

4. Waste Disposal Required for Landfill or Other:

- a) Generally, for waste not accepted by the landfill.
- b) Follow SDS for disposal requirements. Review landfill regulations for additional restrictions and understand what waste is prohibited. Ensure the SDS and 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.

5. General Staff Maintenance Practices:

- a) Prevent dumpsters and receptacles from becoming a pollution source by:
 - Closing lids
 - Reposition tipped receptacles upright.
 - Report full or leaking and unsecured dumpsters and receptacles to the company provider or repair it in house. Determine source liquids and prevent it.
 - Report any eminent pollutant hazard related to dumpsters and receptacles to the owner.

6. Training:

- a) Annually and at hiring

Storm Drain Maintenance Operations

Ent 548650 Bk 1484 Pg 1047

General:

These SOPs are not expected to cover all necessary 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:
 - Schedule cleaning for boxes and pipe that contain 2" or more of sediment and debris.
 - Remove debris by vacuum operated machinery.
 - When accumulations are mostly floating debris this material can be removed with a net.
 - Inspect standing water for mosquito larvae and contact the mosquito abatement district when necessary.

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
 - 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

Ent 548650 Bk 1484 Pg 1048

General:

These SOPs are not expected to cover all necessary actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in these SOPs.

1. Procedure:

- a) Prevent waste fluids and any detergents if used from entering storm drain system. The following methods are acceptable for this operation.
 - Dam the inlet using a boom material that seals itself to the pavement and pick up the wastewater with shop-vacuum or absorbent materials.
 - Collect wastewater with shop-vacuum simultaneous with the washing operation.
 - Collect wastewater with vacuum truck or trailer simultaneous with the washing operation.
- b) This procedure must not used to clean the initial spills. First apply the Spill Containment and cleanup SOP.

2. Disposal Procedure:

- a) Small volumes can usually be drained to the local sanitary sewer. Contact the South Valley Sewer District.
- b) Large volumes must be disposed at regulated facilities.

3. 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.

4. Training:

- a) Annually and at hiring

Snow and Ice Removal Management

Ent 548650 Bk 1484 Pg 1049

General:

This SOP is not expected to cover all necessary 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 hiring.
- b) Require snow and ice service contractors to follow the stronger of this SOP or their company SOPs.

Spill Control

Ent 548650 Bk 1484 Pg 1050

General:

This SOP is not expected to cover all necessary 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. Call Hazmat, DWQ, Health Department, and City.
 - Minor Emergency constitutes a spill that has reached a storm drain but is no longer flowing. Call Health Department, and City
 - 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. Cleanup Procedure:

- a) NEVER WASH SPILLS TO THE STORM DRAIN SYSTEMS.
- b) Clean per SDS requirements but generally most spills can be cleaned up according to the following:
 - Absorb liquid spills with spill kit absorbent material, sand or dirt until liquid is sufficiently converted to solid material.
 - Remove immediately using dry cleanup methods, e.g. broom and shovel, or vacuum operations.
 - Cleanup with water and detergents may also be necessary depending on the spilled material. However, the waste from this operation must be vacuumed or effectively picked up by dry methods. See Pavement Washing SOP.
 - Repeat process when residue material remains.

4. DISPOSAL:

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

5. Documentation:

- a) Document all spills on Appendix C forms.

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 hiring.

APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

Ent 548650 Bk 1484 Pg 1052

PURPOSE AND RESPONSIBILITY

This Maintenance Report serves to assure management and maintenance of a private storm water system as required by the Clean Water Act and resultant local regulations.

These storm water facilities are designed to manage the collection and distribution/infiltration and the quality of runoff from storm events. Annual reporting with the associated inspection provides for an ongoing awareness of their effectiveness and the general condition of the facilities and their function.

Please respond to the function and condition of the site facilities for each of the following aspects or areas of concern as a measure of its success in meeting its designed pollution protection of storm water. Include visual / photo documentation were feasible.

1. Parking, Sidewalk, impervious Area

Sediment, leaves, debris, spilt fluids or other waste that collects on parking lots and sidewalks will be carried by runoff, increasing the pollution of downstream waters.

Specific Management/Maintenance activities to address this pollution have been: _____

2. Landscaping

Landscaping is often designed to capture and infiltrate storm water as a desired effect of storm water management. However, the fall of leaves along with landscape operations that produce grass clippings, sticks, dirt, mulch, fertilizers, pesticides and other pollutants that are collected in the storm water are a great impairment to that water. The primary pollutants of concern in the Heber Valley include decaying organic material and nitrates which rob water body of dissolved oxygen required to sustain fish life and impair downstream drinking water quality.

Specific Management/Maintenance activities to address this pollution have been: _____

3. Storm Water Conveyance and Storage

Storm drain inlet boxes, pipe, detention ponds, etc. generally have some storm water treatment or pollution prevention as part of their design. The capture of floating trash and also the settling of heavier sediment particles to cleanout points, are a couple of examples.

Specific Management/Maintenance activities (litter retrieval, vactoring, mosquito abatement, illicit discharge detection) to support this cleanup have been: _____

4. Waste Management

Dumpsters and trash receptacles with lids are intended to prevent precipitation exposure minimizing the uptake of trash contaminants into the storm water. Lids will also prevent the lightweight trash migrating in the wind. Waste handling is necessary part of almost all sites and requires diligent attention to not become a source of storm water pollution.

Specific Management/Maintenance activities to address this pollution have been: _____

5. Construction, Mechanical/Utility Systems & Outside Equipment/Storage

Chemicals and oils are a pollution source that may be a part of mechanical and utility systems existing on site. There may also be the occasional construction or repair activity with associated equipment and materials on site which pose a pollution threat if not given proper storm water consideration.

Specific Management/Maintenance activities to address this pollution have been: _____

EXHIBIT C

APN:

00-0021-8818	00-0021-8830	00-0021-9029	00-0021-9671
00-0021-8819	00-0021-8831	00-0021-9030	00-0021-9672
00-0021-8820	00-0021-8832	00-0021-9031	00-0021-9673
00-0021-8821	00-0021-8833	00-0021-9032	00-0021-9674
00-0021-8822	00-0021-8834	00-0021-9033	00-0021-9675
00-0021-8823	00-0021-8835	00-0021-9034	00-0021-9676
00-0021-8824	00-0021-8836	00-0021-9035	00-0021-9677
00-0021-8825	00-0021-8837	00-0021-9036	00-0021-9678
00-0021-8226	00-0021-8838	00-0021-9037	00-0021-9679
00-0021-8227	00-0021-8839	00-0021-9038	00-0021-9680
00-0021-8196	00-0021-8840	00-0021-9039	00-0021-9681
00-0021-8197	00-0021-8841	00-0021-9040	00-0021-9682
00-0021-8198	00-0021-8842	00-0021-9041	00-0021-9683
00-0021-8199	00-0021-8843	00-0021-9042	00-0021-9684
00-0021-8200	00-0021-8844	00-0021-9043	00-0021-9685
00-0021-8201	00-0021-8845	00-0021-9044	00-0021-9686
00-0021-8202	00-0021-8846	00-0021-9045	00-0021-9687
00-0021-8203	00-0021-8847	00-0021-9046	00-0021-9688
00-0021-8204	00-0021-8848	00-0021-9047	00-0021-9689
00-0021-8205	00-0021-8849	00-0021-9048	00-0021-9690
00-0021-8206	00-0021-8850	00-0021-9049	00-0021-9691
00-0021-8207	00-0021-8851	00-0021-9058	00-0021-9692
00-0021-8208	00-0021-8852	00-0021-9057	00-0021-9693
00-0021-8209	00-0021-8853	00-0021-9056	00-0021-9694
00-0021-8210	00-0021-8854	00-0021-9055	00-0021-9695
00-0021-8211	00-0021-8855	00-0021-9054	00-0021-9696
00-0021-8212	00-0021-8856	00-0021-9053	00-0021-9697
00-0021-8213	00-0021-8857	00-0021-9052	00-0021-9698
00-0021-8214	00-0021-8858	00-0021-9051	00-0021-9699
00-0021-8215	00-0021-8859	00-0021-9050	00-0021-9700
00-0021-8216	00-0021-8860	00-0021-9664	00-0021-9701
00-0021-8217	00-0021-8861	00-0021-9665	00-0021-9702
00-0021-8825	00-0021-8862	00-0021-9666	00-0021-9703
00-0021-8826	00-0021-8863	00-0021-9667	00-0021-9704
00-0021-8827	00-0021-8864	00-0021-9668	00-0021-9705
00-0021-8828	00-0021-8865	00-0021-9669	00-0021-9706
00-0021-8829	00-0021-8866	00-0021-9670	00-0021-9707

00-0021-9708	00-0022-0085	00-0021-9958	00-0021-9998
00-0022-0046	00-0022-0086	00-0021-9959	00-0021-9999
00-0022-0047	00-0022-0087	00-0021-9960	00-0022-0000
00-0022-0048	00-0022-0088	00-0021-9961	00-0022-0001
00-0022-0049	00-0022-0089	00-0021-9962	00-0022-0002
00-0022-0050	00-0022-0090	00-0021-9963	00-0022-0003
00-0022-0051	00-0022-0091	00-0021-9964	00-0022-0004
00-0022-0052	00-0022-0092	00-0021-9965	00-0022-0005
00-0022-0053	00-0022-0093	00-0021-9966	00-0022-0006
00-0022-0054	00-0022-0094	00-0021-9967	00-0022-0007
00-0022-0055	00-0022-0095	00-0021-9968	00-0022-0008
00-0022-0056	00-0022-0096	00-0021-9969	00-0022-0009
00-0022-0057	00-0021-9930	00-0021-9970	00-0022-0010
00-0022-0058	00-0021-9931	00-0021-9971	00-0022-0011
00-0022-0059	00-0021-9932	00-0021-9972	00-0022-0012
00-0022-0060	00-0021-9933	00-0021-9973	00-0022-0013
00-0022-0061	00-0021-9934	00-0021-9974	00-0022-0014
00-0022-0062	00-0021-9935	00-0021-9975	00-0022-0015
00-0022-0063	00-0021-9936	00-0021-9976	00-0022-0016
00-0022-0064	00-0021-9937	00-0021-9977	00-0022-0017
00-0022-0065	00-0021-9938	00-0021-9978	00-0022-0018
00-0022-0066	00-0021-9939	00-0021-9979	00-0022-0019
00-0022-0067	00-0021-9940	00-0021-9980	00-0022-0020
00-0022-0068	00-0021-9941	00-0021-9981	00-0022-0021
00-0022-0069	00-0021-9942	00-0021-9982	00-0022-0022
00-0022-0070	00-0021-9943	00-0021-9983	00-0022-0023
00-0022-0071	00-0021-9944	00-0021-9984	00-0022-0024
00-0022-0072	00-0021-9945	00-0021-9985	00-0022-0025
00-0022-0073	00-0021-9946	00-0021-9986	00-0022-0026
00-0022-0074	00-0021-9947	00-0021-9987	00-0022-0027
00-0022-0075	00-0021-9948	00-0021-9988	00-0022-0028
00-0022-0076	00-0021-9949	00-0021-9989	00-0022-0029
00-0022-0077	00-0021-9950	00-0021-9990	00-0022-0030
00-0022-0078	00-0021-9951	00-0021-9991	00-0022-0031
00-0022-0079	00-0021-9952	00-0021-9992	00-0022-0032
00-0022-0080	00-0021-9953	00-0021-9993	00-0022-0033
00-0022-0081	00-0021-9954	00-0021-9994	00-0022-0034
00-0022-0082	00-0021-9955	00-0021-9995	00-0022-0035
00-0022-0083	00-0021-9956	00-0021-9996	00-0022-0036
00-0022-0084	00-0021-9957	00-0021-9997	00-0022-0037

00-0022-0038	00-0022-0278	00-0022-0308	00-0021-5310
00-0022-0039	00-0022-0279	00-0022-0309	00-0021-6807
00-0022-0040	00-0022-0280	00-0022-0310	00-0021-6808
00-0022-0041	00-0022-0281	00-0022-0311	00-0021-5059
00-0022-0042	00-0022-0282	00-0022-0495	00-0021-6809
00-0022-0043	00-0022-0283	00-0022-0496	00-0021-6806
00-0022-0044	00-0022-0284	00-0022-0497	00-0022-0108
00-0022-0045	00-0022-0285	00-0022-0498	00-0022-0109
00-0022-0246	00-0022-0286	00-0022-0499	00-0021-8051
00-0022-0247	00-0022-0287	00-0022-0500	00-0021-6810
00-0022-0248	00-0022-0288	00-0022-0501	00-0022-0110
00-0022-0249	00-0022-0289	00-0022-0502	00-0021-5048
00-0022-0250	00-0022-0290	00-0022-0503	00-0021-2621
00-0022-0251	00-0022-0291	00-0022-0504	00-0021-5308
00-0022-0252	00-0022-0292	00-0022-0505	00-0021-8351
00-0022-0253	00-0022-0293	00-0022-0506	00-0021-0107
00-0022-0254	00-0022-0294	00-0022-0507	00-0021-7692
00-0022-0255	00-0022-0295	00-0022-0508	00-0021-7693
00-0022-0256	00-0022-0296	00-0022-0509	00-0021-5047
00-0022-0257	00-0022-0297	00-0022-0510	00-0021-5039
00-0022-0258	00-0022-0298	00-0022-0511	00-0021-5038
00-0022-0259	00-0022-0299	00-0022-0512	00-0021-7691
00-0022-0260	00-0022-0300	00-0022-0513	00-0021-7690
00-0022-0261	00-0022-0301	00-0022-0514	00-0013-3335
00-0022-0262	00-0022-0302	00-0022-0515	00-0007-8944
00-0022-0263	00-0022-0303	00-0022-0516	00-0021-9877
00-0022-0264	00-0022-0304	00-0022-0517	00-0013-2139
00-0022-0265	00-0022-0305	00-0022-0518	00-0020-0510
00-0022-0266	00-0022-0384	00-0022-0519	00-0022-0538
00-0022-0267	00-0022-0385	00-0022-0520	00-0022-0448
00-0022-0268	00-0022-0386	00-0022-0521	00-0021-2742
00-0022-0269	00-0022-0387	00-0022-0522	00-0021-2743
00-0022-0270	00-0021-9689	00-0022-0523	00-0020-1056
00-0022-0271	00-0021-9690	00-0022-0524	00-0007-8480
00-0022-0272	00-0021-9879	00-0022-0525	
00-0022-0273	00-0021-9880	00-0022-0526	
00-0022-0274	00-0021-9881	00-0021-8194	
00-0022-0275	00-0021-9882	00-0021-9878	
00-0022-0276	00-0021-9883	00-0021-8195	
00-0022-0277	00-0022-0307	00-0021-5309	
		00-0021-9884	