

RECORDED, MAIL TO:  
Washington City  
1305 E Washington Dam Rd.  
Washington, UT 84780

DOC # 20120016875

Agreement Page 1 of 6  
Russell Shirts Washington County Recorder  
05/22/2012 11:21:58 AM Fee \$ 0.00  
By WASHINGTON CITY



Storm Water Management BMP

Maintenance Agreement

Washington City, Utah

Tax ID: W-5-2-35-3431

W-5-2-35-342

W-5-2-35-332

W-5-35-332-B

**WHEREAS**, the Property Owner BROOKHAVEN FIELDS, LLC  
recognizes that the post construction storm water facilities (hereinafter referred to as "Facilities")  
must be

maintained for the development called, BROOKHAVEN FIELDS, located in  
Washington City, Washington County, Utah; and

**WHEREAS**, the Property Owner is the owner of real property more particularly described on  
Exhibit A attached hereto (hereinafter referred to as "the Property") and on which the Facilities  
are located, and

**WHEREAS**, The City of Washington (hereinafter referred to as "the City") and the Property  
Owner, or its administrators, executors, successors, heirs, or assigns, including any homeowners  
association, agree that the health, safety and welfare of the citizens of the City require that the  
Facilities be constructed and maintained on the property, and

**WHEREAS**, it is required that the Facilities as shown on the approved development plans and  
specifications be constructed and maintained by the Property Owner, its administrators,  
executors, successors, heirs, or assigns, including any homeowners association.

**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**

The Facilities shall be constructed by the Property Owner in accordance with the approved plans  
and specifications for the development.

**SECTION 2**

The Property Owner, its administrators, executors, successors, heirs or assigns, including any  
homeowners association, shall maintain the Facilities in good working condition acceptable to  
the City and in accordance with the Schedule of Long Term Maintenance Activities agreed  
hereto and attached as Exhibit B.

**SECTION 3**

The Property Owner, its administrators, executors, successors, heirs or assigns, including any homeowners association, 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 necessary. Whenever possible, the City shall provide notice prior to entry. All easements as shown on the Final Plat shall be maintained to allow access to the Facilities.

**SECTION 4**

In the event the Property Owner, its administrators, executors, successors, heirs or assigns, including any homeowners association, fails to maintain the Facilities as shown on the approved plans and specifications in good working order acceptable to the City, the City, with due notice, may 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. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Facilities and in no event shall this Agreement be construed to impose any such obligation on the City.

**SECTION 5**

In the event the City, pursuant to the Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City within thirty (30) days of receipt thereof for all the costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure 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 Property Owner's failure to maintain the Facilities.

**SECTION 6**

It is the intent of this agreement to insure the proper maintenance of the Facilities by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or caused by storm water runoff.

**SECTION 7**

Sediment accumulation resulting from the normal operation of the Facilities will be properly removed. The Property Owner will make accommodation for the removal and disposal of all accumulated sediments. Accumulated sediments will be disposed of properly offsite.

**SECTION 8**

The Property Owner shall use the standard SMP Operation and Maintenance Checklist, available from the City and by this reference made a part hereof for the purpose of a minimal annual inspection of the Facilities by a qualified inspector. This annual inspection shall be submitted to the City on or before July 1<sup>st</sup> each year, after inspection is completed by a qualified inspector.

**SECTION 9**

The Property Owner, its administrators, executors, successors, heirs and assigns, including any homeowners association, hereby 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 Facilities by the Property Owner or the City when the City acts in accordance with Section 4 of this agreement. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property 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 Property Owner shall pay for all costs and expenses in connection herewith.

**SECTION 10**

This Agreement shall be recorded among the deed records of the Recorder of Washington County and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, heirs, assigns, including any homeowners association, and any other successors in interest.

**SECTION 11**

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

**SECTION 12**

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

**MAINTENANCE AGREEMENT**

**PROPERTY OWNER**

BY: Robert Smith

Title: MANAGER

Attachments: Exhibit A Legal Description(s) of Property  
Exhibit B Schedule of Long Term Maintenance Activities

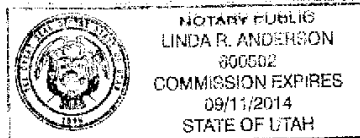
STATE OF Utah,  
COUNTY OF Salt Lake :ss.

On the 11 day of April, 2012, personally appeared before me Robert Smith and \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Linda R. Anderson  
NOTARY PUBLIC  
Residing at: SLC, Utah

My Commission Expires:  
9-11-14



**Exhibit A**

**Brookhaven Fields Property  
Legal Description**

A portion of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 3 of the Richard Morris Entry located in Section 35, Township 42 South, Range 15 West, Salt Lake Base and Meridian, according to the official plat thereof, records of Washington County, State of Utah, being more particularly described as follows:

Beginning at a point which is located S 89°07'23" E along the section line 50.68 feet and S 0°52'37" W 33.00 feet from the West ¼ corner of said Section 35, said point also being on the South right of way line of 3090 South Street and running thence S 89°07'23" E, along said South right of way line 1259.65 feet to a point on the Easterly block line of Block 3 of said Richard Morris Entry; thence S 0°17'49" W along said block line 664.81 feet to a point on the extension of the North boundary of Meadow View Estates Amended, according to the official plat thereof, records of Washington County; thence along said North boundary N 89°09'32" W 641.62 feet to the Northwest corner of said subdivision; thence S 0°13'32" W along the West line of said subdivision and along the West line of Lots 1 and 16 of said Richard Morris Entry 1945.46 feet to a point on the South line of Block 3 of said Richard Morris Entry; thence N 89°17'33" W along said South line 633.88 feet to the Easterly right of way line of 240 West Street; thence N 0°08'52" E along said right of way line 2592.34 feet to the point of a 20.00 foot radius curve to the right; thence along the arc of said curve 31.67 feet and through a central angle of 90°43'40" to the point of beginning.

Contains 47.91 acres

Exhibit B

Storm water Management BMP  
Schedule of Long Term Maintenance Activities  
Washington City, Utah

Activity	Frequency	Notes
Inspection	Annually	It is recommended that the SMP Operation and Maintenance Checklist, referenced by this agreement, be used as a guiding document. This annual inspection should be submitted to City upon completion.
Mowing and maintenance of vegetation	Variable, depending on vegetation and desired aesthetics	Landscaping and vegetation should be cared for throughout the year to ensure that proper sediment removal and infiltration is maintained and the Facilities remain aesthetically appealing.
Remove trash and debris	As needed or following each storm	Trash and debris should be removed regularly to ensure that the Facilities function properly and operate effectively. Trash often collects at inlet and outlet structures.
Inspect and maintain inlet and outlet structures	Annually	The inlet and outlet structures should be inspected for damage and proper operation.
Sediment removal	Variable (2-5 years is typical)	The removal of sediment is necessary if the Facilities begin to lose capacity or effectiveness.