

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

DOC # 20190022153

Agreement Page 1 of 7  
Russell Shirts Washington County Recorder  
06/06/2019 10:59:05 AM Fee \$ 0.00  
By WASHINGTON CITY



Storm Water Management BMP  
Maintenance Agreement  
Washington City, Utah

W-5-2-26-1415  
W-5-2-26-1403  
W-5-2-26-1304  
W-5-2-26-14041  
W-5-2-26-1304-A  
W-5-2-26-1302

Tax ID: \_\_\_\_\_

WHEREAS, the Property Owner Nissan Fields LLC recognizes that the post construction storm water facilities (hereinafter referred to as "Facilities") must be maintained for the development called, Heritage Place, 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: [Signature]

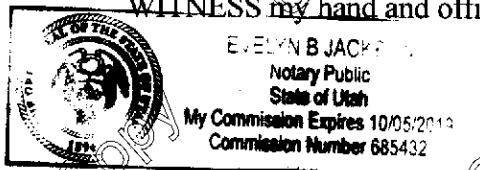
Title: OWNER

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

STATE OF Utah  
COUNTY OF Washington :ss.

On the 20 day of May, 2019, personally appeared before me Shaun M. Sullivan and [Signature] 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.



[Signature]  
NOTARY PUBLIC  
Residing at: Washington UT

My Commission Expires:  
10/5/2019



**Bush and Gudge, Inc.**  
 Engineers • Planners • Surveyors  
 Salt Lake City - St. George  
 www.bushandgudge.com

**EXHIBIT A**  
**SOUTH PARCEL**

Beginning at a point that lies North 88°47'50" West along the section line 1338.24 feet and South 00°54'46" West 516.96 feet and North 88°37'36" West along the center line of 1575 South Street 17.87 feet to the east line of Heritage Cove Subdivision as filed in the Washington County Records Office, Washington County, Utah, thence along said Heritage cove the following three (3) courses, 1) South 03°31'54" West 161.14 feet, 2) South 86°56'09" West 113.08 feet, and 3) North 88°47'46" West 14.97 feet, from the northeast corner of Section 26, Township 42 South, Range 15 West, Salt Lake Base and Meridian, the TRUE POINT OF BEGINNING, and running thence South 01°12'16" West 194.08 feet; thence South 00°54'46" West 327.59 feet; thence South 89°28'19" East 132.43 feet more or less to the west line of Washington fields road, thence along said line the following two (2) courses: 1) South 00°21'48" West 842.29 feet, and 2) southerly along a 862.60 foot radius non-tangent curve to the left, (long chord bears South 11°14'30" East a distance of 364.03 feet, center point lies South 89°03'37" East), through a central angle of 24°21'47" a distance of 366.79 feet; thence North 00°21'56" East 6.25 feet more or less to that certain westerly line of said road established by Doc. No. 20070060832 official records Washington county, Utah, thence along said line the following two (2) courses: 1) southeasterly along a 860.10 foot radius non-tangent curve to the left, (long chord bears South 28°10'44" East a distance of 154.21 feet, center point lies North 66°57'52" East), through a central angle of 10°17'11" a distance of 154.42 feet, and 2) southerly along a 25.00 foot radius reverse curve to the right, (long chord bears South 09°34'24" West a distance of 34.03 feet, center point lies South 56°40'41" West), through a central angle of 85°47'27" a distance of 37.43 feet to the north line of 2000 south street, thence along said line the following five (5) courses: 1) South 52°28'07" West 22.66 feet, 2) southwesterly along a 220.00 foot radius curve to the right, (long chord bears South 68°53'04" West a distance of 124.35 feet, center point lies North 37°31'53" West), through a central angle of 32°49'54" a distance of 126.07 feet, 3) South 00°54'46" West 14.51 feet and 4) North 89°02'31" West 1256.26 feet more or less to the east line of 300 East Street, thence along said line North 00°30'22" East 1129.37 feet; thence North 87°20'34" West 16.51 feet to the centerline of said 300 east street, thence North 00°30'22" East along said line 151.78 feet; thence leaving said road and running South 85°32'36" East 263.87 feet; thence North 23°58'24" East 198.45 feet; thence North 06°15'34" East 92.12 feet to the south line said Heritage Cove, thence along said line the following eight (8) courses: 1) South 38°59'31" East 59.91 feet, 2) South 39°02'06" East 180.97 feet, 3) South 80°17'20" East 76.66 feet, 4) North 31°49'57" East 437.65 feet, 5) North 39°02'40" West 105.55 feet, 6) North 46°59'09" East 84.96 feet, 7) South 74°08'02" East 248.45 feet and 8) North 30°16'37" East 184.62 feet to the point of beginning.

Containing 1,931,949 square feet or 44.35 acres.

181044 HERITAGE PD  
 BY: DGM  
 CK: BRS  
 01/30/19

## 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.

