

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

DOC # 20200011258

Agreement Page 1 of 7
Russell Shirts Washington County Recorder
03/05/2020 11:22:19 AM Fee \$ 0.00
By WASHINGTON CITY



Storm Water Management BMP
Maintenance Agreement
Washington City, Utah

Tax ID: W-4-2-19-1201

WHEREAS, the Property Owner Plumb Holdings SG LLC recognizes that the post construction storm water facilities (hereinafter referred to as "Facilities") must be maintained for the development called, Red Waters, 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 1st 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: Walter J. Plumb

Title: Manager

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

STATE OF UTAH)
:SS.
COUNTY OF SALT LAKE)

On the 7 day of DECEMBER, 2018, personally appeared before me WALTER J. PLUMB 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.



[Signature]
NOTARY PUBLIC
Residing at: DAVIS COUNTY, UT

My Commission Expires:
10.16.2020


Bush and Gudgell, Inc.

Engineers • Planners • Surveyors

Salt Lake City - St. George

www.bushandgudgell.com
EXHIBIT A

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 19, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING ALONG THE NORTH LINE OF SECTION 19 SOUTH 88°50'24" EAST 2677.67 FEET TO THE NORTHEAST CORNER OF SAID SECTION 19; THENCE SOUTH 01°10'39" WEST ALONG THE EAST SECTION LINE OF SAID SECTION 19, 1514.59 FEET TO THE NORTHEAST CORNER OF RIO VIRGIN SUBDIVISION, AN UNRECORDED SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID RIO VIRGIN SUBDIVISION THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: 1) SOUTH 75°26'11" WEST 297.77 FEET TO A FOUND REBAR AND CAP STAMPED R&B; 2) NORTH 43°56'33" WEST 460.45 FEET MORE OR LESS TO A FOUND REBAR AND CAP STAMPED JONES & DEMILLE; 3) SOUTH 45°57'21" WEST 223.54 FEET TO A POINT ON A NON-TANGENT CURVE, WITH A 17.45 FOOT RADIUS, CONCAVED TO THE WEST; 4) ALONG SAID CURVE A LENGTH OF 33.54 FEET THROUGH A CENTRAL ANGLE OF 110°07'25" TO A POINT OF TANGENCY (CHORD BEARS SOUTH 11°02'23" WEST 28.61 FEET); 5) SOUTH 66°08'08" WEST 156.44 FEET MORE OR LESS TO A FOUND REBAR AND CAP STAMPED JONES & DEMILLE; 6) SOUTH 43°45'03" EAST 901.17 FEET MORE OR LESS TO A FOUND REBAR AND CAP STAMPED JONES & DEMILLE; 7) SOUTH 28°56'41" WEST 303.59 FEET TO THE SOUTHWEST CORNER OF SAID RIO VIRGIN SUBDIVISION, SAID POINT ALSO BEING ON THE NORTH BANK OF THE VIRGIN RIVER; THENCE LEAVING SAID RIO VIRGIN SUBDIVISION AND RUNNING ALONG THE NORTH BANK OF SAID VIRGIN RIVER FOR THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES; 1) SOUTH 13°06'59" EAST 221.32 FEET; 2) SOUTH 26°48'53" WEST 126.55 FEET; 3) SOUTH 27°52'16" WEST 93.80 FEET; 4) SOUTH 45°50'41" WEST 261.80 FEET; 5) SOUTH 53°11'34" WEST 346.85 FEET; 6) SOUTH 66°37'25" WEST 237.58 FEET; 7) SOUTH 69°56'49" WEST 193.86 FEET; 8) NORTH 81°28'30" WEST 227.63 FEET; 9) NORTH 78°28'56" WEST 212.44 FEET; 10) NORTH 49°19'31" WEST 172.70 FEET; 11) NORTH 47°50'48" WEST 317.34 FEET; 12) NORTH 37°51'33" WEST 134.85 FEET; 13) NORTH 37°51'32" WEST 91.71 FEET; 14) NORTH 22°47'18" WEST 198.57 FEET; 15) NORTH 17°19'30" WEST 238.84 FEET; 16) NORTH 5°59'14" WEST 141.18 FEET; 17) NORTH 7°31'38" WEST 278.11 FEET; 18) NORTH 19°16'00" WEST 323.18 FEET; 19) NORTH 37°07'15" WEST 303.45 FEET; THEN LEAVING THE NORTH BANK OF SAID VIRGIN RIVER, AND RUNNING NORTH 00°31'08" EAST 162.67 FEET TO A POINT ON THE SOUTH LINE OF SECTIONAL LOT 1, IN SAID SECTION 19; THENCE ALONG SAID SOUTH LINE OF SECTIONAL LOT 1, NORTH 88°50'52" WEST 145.12 FEET TO A POINT ON THE NORTH BANK OF SAID VIRGIN RIVER; THENCE ALONG THE NORTH BANK OF SAID RIVER THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTH 61°47'19" WEST 138.17 FEET; 2) NORTH 86°13'14" WEST 230.66 FEET; 3) SOUTH 82°32'42" WEST 55.66 FEET TO A POINT ON THE EAST BOUNDARY OF THAT CERTAIN PROPERTY CONVEYED BY ENTRY NO. 698603, RECORDED ON AUGUST 6, 2000, IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE ALONG SAID PROPERTY FOR THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) NORTH 01°43'09" EAST 82.37 FEET; 2) NORTH 64°06'27" WEST 110.34 FEET; 3) NORTH 64°05'52" WEST 98.40 FEET; 4) SOUTH 78°38'50" WEST 71.99 FEET TO A POINT ON THE NORTH BANK OF THE VIRGIN RIVER; THENCE ALONG THE NORTH BANK OF THE VIRGIN RIVER THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTH 48°57'22" WEST 195.67 FEET; 2) NORTH 36°51'14" WEST 204.05 FEET; 3) 47°34'57" WEST 139.78 FEET, TO A POINT ON THE WEST LINE OF SAID SECTIONAL LOT 1; THENCE ALONG SAID WEST LINE OF SECTIONAL LOT 1, NORTH 00°39'03" EAST 725.12 FEET TO THE NORTH LINE OF SAID SECTION 19, SAID POINT ALSO BEING THE WEST 1/16 CORNER OF SAID SECTION; THENCE ALONG SAID LINE, SOUTH 88°50'24" EAST 1310.45 FEET TO THE POINT OF BEGINNING.

CONTAINS 8,835,929 SQ. FT. OR 202.85 ACRES.

LESS AND EXCEPTING COUNTY WAY AS SHOWN ON ROADWAY DEDICATION PLAT RECORDED OCTOBER 26, 2015 AS ENTRY NO. 20150037356 OF THE OFFICIAL RECORDS.

CONTAINS 170,336 SQ. FT. OR 3.91 ACRES.

NET AREA 8,665,593 SQ. FT. OR 198.93 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.

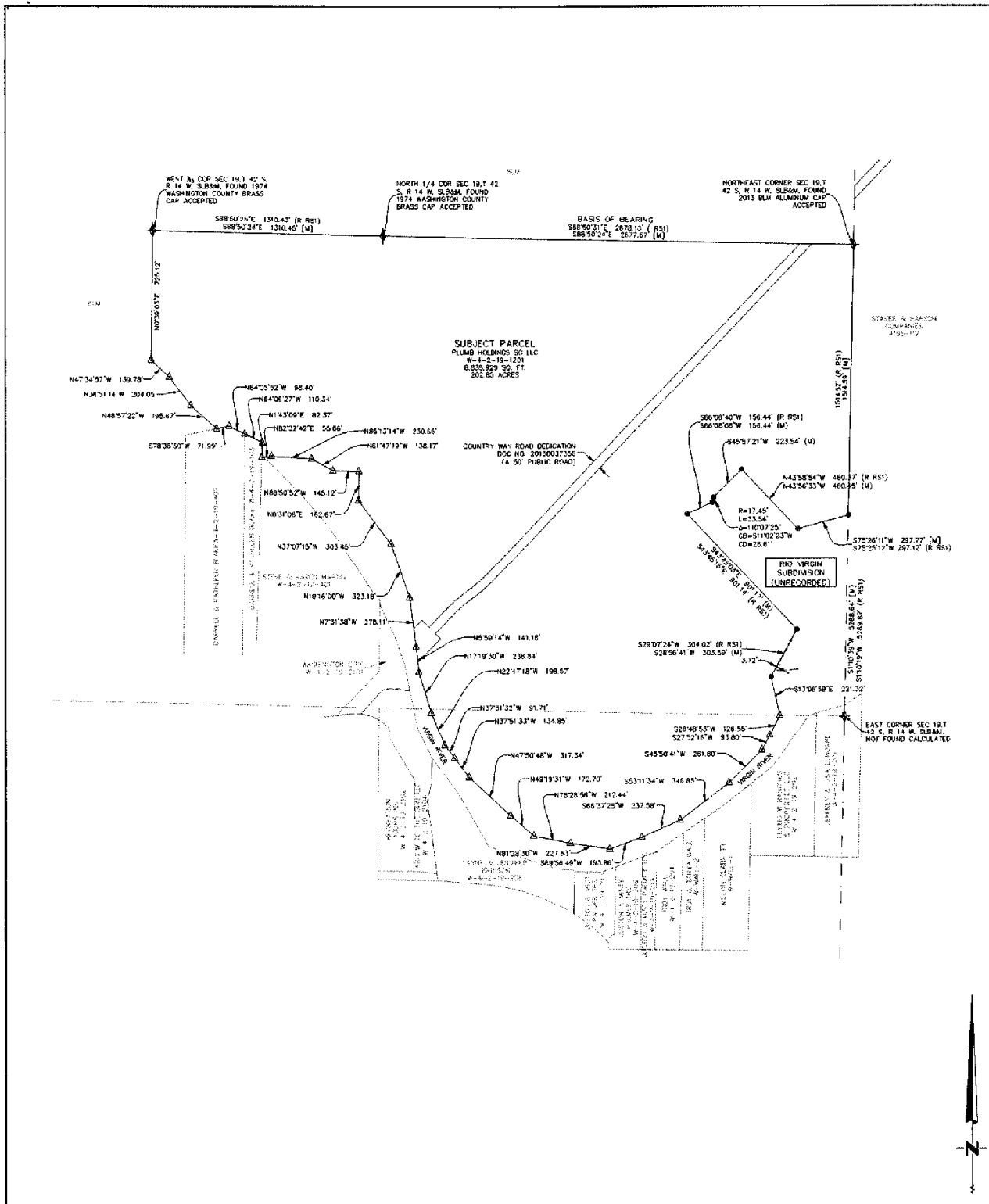


EXHIBIT C
PLUMB HOLDINGS SG, LLC
W-4-2-19-1201



BUSH & GUDGELL, INC.
 Engineers - Planners - Surveyors
 205 East Tabernacle Suite #4
 St. George, Utah 84770
 Phone (435) 873-2337 / Fax (435) 873-3161