

31

DOC # 20210005899

Easements Page 1 of 31
Gary Christensen Washington County Recorder
01/27/2021 01:09:03 PM Fee \$ 0.00
By ST GEORGE CITY

AND MAIL RECORDED COPY TO:
St. George City
175 East 200 North
St. George, UT 84770



Tax ID: SG-6-3-2-420, SG-6-3-2-321

**CITY OF ST. GEORGE DRAINAGE EASEMENT AND LONG-TERM STORMWATER
MAINTENANCE AGREEMENT WITH QUALITY DEVELOPMENT, LLC., CRS
HOLDINGS LLC., & PRIME DIRECTIVE HOLDINGS, LLC.
FOR TONAQUINT COVE**

This Drainage Easement and Long-Term Stormwater Maintenance Agreement (“Agreement”) is made and entered into this 19 day of January, 2021, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (“City”), and Quality development, LLC., CRS Holdings., & Prime Directive Holdings, LLC., with offices at 1472 East 3950 South, St. George, Utah 84790 (“Owner”).

RECITALS

WHEREAS, Owner owns real property located in the City of St. George, Washington County, and more particularly described in Exhibit A and incorporated herein as part of this Agreement (“Property”); and

WHEREAS, Tonaquint Ridge Inc., a Utah corporation located in St. George, Utah (hereinafter referred to as “Developer”), is subdividing the property described on Exhibit B attached hereto and incorporated herein by this reference (the “Subdivision”) located in the vicinity of 2230 S Rock Park Drive, into a subdivision called Tonaquint Cove Phases 3-4 (the “Subdivision”); and

WHEREAS, Developer, pursuant to the Subdivision construction plans, is installing storm drain within the Property and connecting to existing storm drain within the Curly Hollow Drive public right-of-way to convey public drainage as part of the improvements for the Subdivision; and

WHEREAS, Owner recognizes that post construction storm water facilities (the “Facilities”) shall be installed or were installed pursuant to the approved development plans and specifications for the Subdivision and Property and must be maintained by Owner; and

WHEREAS, Owner grants City the right to discharge public drainage to the Facilities; and

WHEREAS, City is authorized and required to regulate and control the disposition of storm and surface waters within its boundaries, as set forth in the City of St. George Code, Stormwater Management, Title 9 Chapter 14, as amended (“Ordinance”), adopted pursuant to the Utah Water Quality Act, and pursuant to City’s MS4 Permit which requires stormwater runoff to be managed by the use of stormwater facilities and best management practices; and

✓ **WHEREAS**, City and Owner have determined that it is in the best interest of the health, safety and welfare of the citizens of the City that the Facilities be constructed and maintained on the Property and that Owner must maintain those Facilities.

AGREEMENT

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

1. **RECITALS**. The Recitals above are hereby incorporated as part of this Agreement and are binding on the parties.
 2. **FACILITIES**. The Facilities shall be or have been constructed by Developer in accordance with the approved plans and specifications for the Subdivision. Owner shall, at its sole cost and expense, operate and maintain the Facilities in good working condition and in accordance with the Schedule of Long-Term Maintenance Activities agreed hereto and attached as Exhibit C. Owner shall report annually to the City on the City's approved forms or City's online reporting system detailing compliance with the requirements of this Agreement. Owner's Long-Term Stormwater Management Plan, (LTSWMP), is attached as Exhibit D. The LTSWMP must be adapted when site conditions and operations change and when existing programs are ineffective. Owner shall maintain the Property in compliance with this plan. When the plan is updated, the new LTSWMP shall be filed with the City Public Works Department and shall replace the LTSWMP on file with the City. The updated LTSWMP shall not be recorded.
 3. **ACCESS AND INSPECTIONS**. Owner hereby grants permission to City, its authorized agents and employees, to enter upon the Property to inspect the Facilities whenever City deems necessary. City shall not unreasonably interfere with the business operations on Property. Except in case of an emergency, City shall give at least a 24-hour notice to Owner prior to entry. Notice may be given by posting the Property. Facilities shall be maintained in a manner that makes them available for inspection and maintenance. All inspections shall be conducted in a reasonable manner and at reasonable times. The purpose of the inspection shall be to determine and insure that the Facilities are adequately maintained, are continuing to perform in an adequate manner, and are in compliance with all City requirements.
 4. **FAILURE TO MAINTAIN**. In the event Owner fails to maintain the Facilities in good working order and in a manner that makes them available for inspection, City shall give written notice to Owner to cure such defects or deficiencies with a reasonable time frame for compliance. If Owner fails to comply within the timeframe, City may enter the Property to cure the defects.
 5. **RIGHT TO CURE DEFECTS**. Owner hereby authorizes City, its authorized agents and employees, to enter upon the Property to cure the defects if Owner has failed to cure them within the reasonable time frame given for compliance. In case of an emergency, City may enter the Property immediately, without notice, and make the repairs. Owner is solely liable for maintenance of the Facilities. It is agreed that City shall have the right, but not the
-

obligation, to elect to perform any or all of the maintenance activities if, in the City's sole judgment, Owner has failed to perform the same. City makes no representation that it intends to or will perform any of the maintenance activities and any election by City to perform any of the maintenance activities, shall in no way relieve Owner of its continuing maintenance obligations under this Agreement. If City elects to perform any of the maintenance activities, City shall be deemed to perform such work without warranty or representation as to the safety or effectiveness of such work, the work shall be deemed to be accepted by Owner "as is" and shall be covered by Owner's indemnity provisions below. If City performs any of the necessary maintenance activities Owner shall pay all of City's reasonable costs incurred in performing those necessary maintenance activities. Owner's obligation to pay City's costs of performing necessary maintenance activities is a continuing obligation.

6. **COSTS.** Owner shall reimburse City within thirty (30) days of receipt of an invoice for the costs incurred by City in performing necessary maintenance activities. If not paid within the prescribed time period, City shall have the right to file a lien against the Property in the amount of such reasonable costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to City as a result of Owner's failure to maintain the Facilities.
7. **NO ADDITIONAL LIABILITY.** It is the intent of this Agreement to insure the proper maintenance of the Facilities by the Owner. 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.
8. **EXHIBITS.** All exhibits/figures attached hereto are incorporated as part of this Agreement, except updates to Exhibit D shall not be recorded but shall be kept at the City Public Works Department.
9. **AGREEMENT TO RUN WITH THE LAND.** This Agreement shall be recorded at the Recorder's Office of Washington County and shall constitute a covenant running with the land and shall be binding on Owner only for such time as Owner holds title to the Property and shall run with the land and pass to subsequent owners while they own the Property.
10. **COMPLIANCE WITH APPLICABLE LAWS.** Owner expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Owner from any obligation to comply with all applicable requirements of City, state and federal law including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of City, except as modified, waived or declared in this Agreement.
11. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event of a conflict between this Agreement and any other documents with Owner, this Agreement shall govern.

12. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the date of this Agreement. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.
13. **INDEMNITY AND LIABILITY.** City shall not be liable for Owner's stormwater or the Facilities. Owner shall indemnify, defend and hold harmless City, employees, elected officials, officers, and agents to the extent each of them is acting in their official capacity on behalf of the City (collectively "City") against all claims, demands, causes or action, suits or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of Owner's breach of this Agreement. Notwithstanding, this indemnification obligation shall not include an indemnification of the City for claims, demands, causes or action, liabilities, damages, suits or judgments arising out of the City's negligence. In the event of any such claims made or suits filed against City, City shall give Owner prompt written notice. Owner agrees to defend against any such claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. Owner agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of Owner. Said attorney fees shall be reasonable and subject to review by Owner. Owner shall be responsible for all reasonable costs associated with any claim, demand, action, suit or judgment including reasonable attorney fees for which they indemnify or defend City. If any judgment or claims are entered against City, its authorized agents or employees, Owner shall pay for all reasonable costs and expenses in connection herewith.
14. **COMMON INTEREST DEVELOPMENTS.** If the Property is developed as a Common Interest Development which is defined as membership in or ownership of an "Association" which is responsible for some or all of the commonly owned or controlled area, then the following provisions shall apply during such time as the Property is encumbered by a "Declaration", and the Common Area is managed and controlled by the Association:
- (a) The Association, through its Board of Directors, shall assume full responsibility to perform the maintenance activities required pursuant to this Agreement, and shall undertake all actions and efforts necessary to accomplish the maintenance activities, including but not limited to, levying regular or special assessments against each member of the Association sufficient to provide funding for the maintenance activities, conducting a vote of the membership related to such assessments if required.
 - (b) No provision of the Declaration, nor any other governing document of the Association or grant of authority to its members, shall grant or recognize a right of any member or other person to alter, improve, maintain or repair any of the Property in any manner which would impair the functioning of the Facilities. In the event of any conflict between the terms of this Agreement and the Declaration or other Association governing documents, the provisions of this Agreement shall prevail.
-

15. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is intended to or shall be deemed to be a waiver of the City's governmental immunity as set forth in applicable statutory law and case law except as otherwise set forth herein.
16. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that jurisdiction and venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court, Washington County, State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.
17. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fees incurred for appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
18. **NOTICES.** All notices required herein, and subsequent correspondence in connection with this Agreement shall be mailed to the following:
- | | |
|----------------------|---------------------------|
| City of St. George | Quality Development, LLC. |
| Attn: City Attorney | Attn: Ed Burgess |
| 175 East 200 North | 1472 East 3950 South |
| St. George, UT 84770 | St. George, UT 84770 |
- Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.
19. **SUCCESSORS AND ASSIGNS.** Owner shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement, including to any type of owner's association, without assigning the rights and the responsibilities under this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
20. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
-

21. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not be affected, and shall remain in full force and effect.
22. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this Agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this Agreement.
23. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
24. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
25. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
26. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY: CITY OF ST .GEORGE

OWNER: Quality Development, LLC.

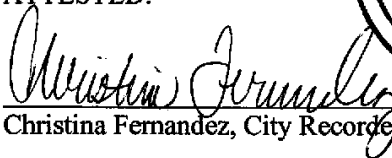

Jonathan T. Pike, Mayor *Pro Tem*
Jimmie B. Hugnes




Ed Burgess, Manager

ATTESTED:


OWNER: CRS Holdings, LLC.

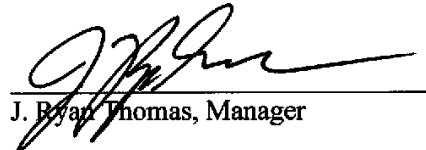

Christina Fernandez, City Recorder


Brett Burgess, Manager

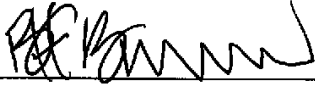
Approved as to form:

OWNER: Prime Directive Holdings, LLC.


Deputy Assistant City Attorney


J. Bryan Thomas, Manager

DEVELOPER: Tonaquint Ridge, Inc.



Brett Burgess, President

Quality Development, LLC

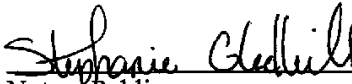
STATE OF UTAH)

ss.

County of Washington)

On the 2nd day of December 2020, before me, Stephanie Gledhill, a notary public, personally appeared Ed Burgess, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he/she executed the same voluntarily for its stated purpose.




Notary Public

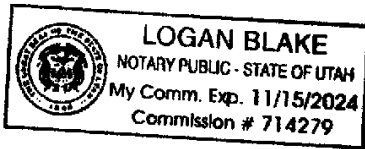
CRS Holdings, LLC

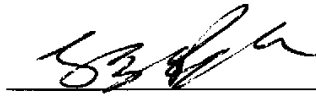
STATE OF UTAH)

ss.

County of Washington)

On the 3rd day of December 2020, before me, Logan Blake, a notary public, personally appeared Brett Burgess, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he/she executed the same voluntarily for its stated purpose.




Notary Public

Prime Directive Holdings, LLC

STATE OF UTAH)
)
) ss.
)
County of Washington)

On the 3rd day of December 2020 before me, Logan Blake, a notary public, personally appeared J. Ryan Thomas, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he/she executed the same voluntarily for its stated purpose.

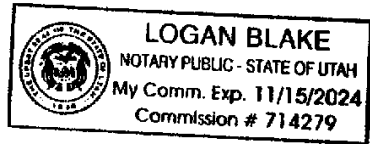


[Signature]
Notary Public

Tonaquint Ridge, Inc.

STATE OF UTAH)
)
) ss.
)
County of Washington)

On the 3rd day of December 2020 before me, Logan Blake, a notary public, personally appeared Brett Burgess, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he/she executed the same voluntarily for its stated purpose.



[Signature]
Notary Public

DRAINAGE EASEMENT AND STORMWATER MAINTENANCE AGREEMENT

EXHIBIT A

Property Legal Description(s)

Parcel SG-6-3-2-420

LEGAL DESCRIPTION

BEGINNING AT A POINT NORTH 00°09'59" WEST ALONG THE SECTION LINE, A DISTANCE OF 2536.000 FEET AND WEST 633.835 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 56°45'53" WEST 62.481 FEET; THENCE SOUTH 33°14'07" WEST 45.000 FEET; THENCE NORTH 56°45'53" WEST 34.623 FEET; THENCE SOUTH 33°14'07" WEST 281.217 FEET; THENCE SOUTH 09°33'13" WEST 90.520 FEET; THENCE SOUTH 19°24'57" WEST 106.383 FEET; THENCE SOUTH 10°30'29" WEST 98.898 FEET; THENCE SOUTH 15°13'13" WEST 232.281 FEET; THENCE SOUTH 25°19'10" WEST 119.998 FEET; THENCE SOUTH 57°34'15" WEST 160.512 FEET; THENCE SOUTH 27°47'09" WEST 32.653 FEET; THENCE NORTH 62°12'51" WEST 15.000 FEET; THENCE NORTH 27°47'09" EAST 36.642 FEET; THENCE NORTH 57°34'15" EAST 160.164 FEET; THENCE NORTH 25°19'10" EAST 114.336 FEET; THENCE NORTH 15°13'13" EAST 230.338 FEET; THENCE NORTH 10°30'29" EAST 99.450 FEET; THENCE NORTH 19°24'57" EAST 106.257 FEET; THENCE NORTH 09°33'13" EAST 92.371 FEET; THENCE NORTH 33°14'07" EAST 329.361 FEET; THENCE NORTH 56°45'53" WEST 39.949 FEET; THENCE NORTH 33°14'07" EAST 120.000 FEET; THENCE SOUTH 56°45'53" EAST 152.052 FEET; THENCE SOUTH 33°14'07" WEST 120.000 FEET TO THE POINT OF BEGINNING.

Parcel SG-6-3-2-321

LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE SECTION LINE AND THE WESTERLY BOUNDARY OF ST. GEORGE CITY OPEN SPACE PROPERTY, SAID POINT BEING NORTH 00°09'59" WEST ALONG THE SECTION LINE, A DISTANCE OF 1462.097 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 74°12'15" WEST 19.645 FEET; THENCE SOUTH 00°00'00" WEST 84.312 FEET; THENCE SOUTH 48°04'24" WEST 165.349 FEET; THENCE SOUTH 30°38'10" WEST 100.759 FEET; THENCE SOUTH 11°18'05" WEST 99.013 FEET; THENCE NORTH 83°07'14" WEST 82.954 FEET; THENCE SOUTH 05°17'05" EAST 99.565 FEET; THENCE SOUTH 48°49'34" WEST 48.015 FEET; THENCE SOUTH 19°20'45" EAST 84.246 FEET; THENCE SOUTH 24°49'45" WEST 73.965 FEET; THENCE SOUTH 09°37'31" EAST 207.695 FEET; THENCE SOUTH 02°31'59" EAST 108.620 FEET; THENCE SOUTH 21°46'45" WEST 143.571 FEET; THENCE SOUTH 26°38'41" WEST 130.436 FEET; THENCE SOUTH 79°46'57" WEST 92.455 FEET; THENCE SOUTH 49°46'57" WEST 20.490 FEET; THENCE NORTH 40°13'03" WEST 15.000 FEET; THENCE NORTH 49°46'57" EAST 24.510 FEET; THENCE NORTH 79°46'57" EAST 88.973 FEET; THENCE NORTH 26°38'41" EAST 122.298 FEET; THENCE NORTH 21°46'45" EAST 139.702 FEET; THENCE NORTH 02°31'59" WEST 104.459 FEET; THENCE NORTH 09°37'31" WEST 211.417 FEET; THENCE NORTH 24°49'45" EAST 72.529 FEET; THENCE NORTH 19°20'45" WEST 88.310 FEET; THENCE NORTH 48°49'34" EAST 50.504 FEET; THENCE NORTH 05°17'05" WEST 110.481 FEET; THENCE SOUTH 83°07'14" EAST

87.647 FEET; THENCE NORTH 11°18'05" EAST 87.684 FEET; THENCE NORTH 30°38'10" EAST
105.614 FEET; THENCE NORTH 48°04'24" EAST 160.959 FEET; THENCE NORTH 00°00'00" EAST
88.968 FEET; THENCE NORTH 74°12'15" EAST 35.186 FEET; THENCE SOUTH 00°09'59" EAST
15.576 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT AND STORMWATER MAINTENANCE AGREEMENT

EXHIBIT B

Subdivision Legal Description(s)

Parcel SG-6-3-3-320

LEGAL DESCRIPTION-

TONAQUINT COVE PHASE 3 FINAL PLAT BOUNDARY DESCRIPTION

BEGINNING AT THE SOUTHEASTERLY BOUNDARY CORNER OF THE TONAQUINT COVE - PHASE 2 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING NORTH 00°09'59" WEST ALONG THE SECTION LINE, A DISTANCE OF 1157.571 FEET AND WEST 533.982 FROM THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 72°22'39" EAST), AND RUNNING THENCE SOUTHWESTERLY ALONG THE ARC OF A 990.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°30'10", A DISTANCE OF 112.360 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 510.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°17'58", A DISTANCE OF 153.985 FEET; THENCE SOUTH 28°25'09" WEST 110.432 FEET; THENCE NORTH 61°34'51" WEST 35.000 FEET; THENCE NORTH 62°12'52" WEST 857.171 FEET; THENCE NORTH 27°47'09" EAST 432.502 FEET; THENCE SOUTH 62°12'51" EAST 90.306 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 740.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 18°55'08", A DISTANCE OF 244.344 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TONAQUINT COVE - PHASE 2 SUBDIVISION; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING (5) FIVE COURSES: (1) SOUTH 08°52'01" WEST 32.500 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 08°52'01" EAST); (2) RUNNING SOUTHEASTERLY ALONG THE ARC OF A 772.500 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07°13'05", A DISTANCE OF 97.319 FEET; (3) SOUTH 06°23'19" EAST 137.783 FEET; (4) SOUTH 62°12'51" EAST 303.494 FEET; AND (5) SOUTH 72°22'39" EAST 35.000 FEET TO THE POINT OF BEGINNING.
CONTAINS 360,819 SQ. FT., (8.283 ACRES)

TONAQUINT COVE PHASE 4 BOUNDARY DESCRIPTION

BEGINNING AT A POINT NORTH 00°09'59" WEST ALONG THE SECTION LINE, A DISTANCE OF 807.301 FEET AND WEST 667.315 FROM THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 28°25'09" WEST 434.140 FEET; THENCE NORTH 62°12'51" WEST 887.370 FEET; THENCE NORTH 27°47'09" EAST 434.498 FEET; THENCE SOUTH 62°12'52" EAST 857.171 FEET; THENCE SOUTH 61°34'51" EAST 35.000 FEET TO THE POINT OF BEGINNING.
CONTAINS 386,598 SQ. FT., (8.875 ACRES)

DRAINAGE EASEMENT AND STORMWATER MAINTENANCE AGREEMENT

Exhibit C

**Schedule of Long Term Maintenance Activities
City of St. George, Utah**

Activity	Frequency	Notes
Inspection	Annually	Owner shall report annually to the City on the City's approved forms or City's online reporting system at www.sgcity detailing compliance with the requirements of this Agreement.
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. All trimmings shall be removed from the Property.
Remove trash and debris	As needed or following each storm	Trash and debris shall be removed from the Property regularly to ensure that the Facilities function properly and operate effectively. Trash often collects at inlet and outlet structures. These need to be cleaned regularly.
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. The Owner will remove and dispose of all accumulated sediments which shall be disposed of properly, offsite.

EXHIBIT D

Long-Term Stormwater Management Plan

for:

The Tonaquint Cove Residential Subdivision
1420 West Curly Hollow Drive
St. George, Utah 84770

Owner:

Quality Development, LLC. et. a.
1472 East 3950 South
St. George, Utah 84790
435-628-9090

Property Manager:

Tonaquint Cove Owners Association
1472 East 3950 South
St. George, Utah 84790
Brett Burgess 435-628-9090

SG-6-3-2-420

BEGINNING AT A POINT NORTH 00°09'59" WEST ALONG THE SECTION LINE, A DISTANCE OF 2536.000 FEET AND WEST 633.835 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 56°45'53" WEST 62.481 FEET; THENCE SOUTH 33°14'07" WEST 45.000 FEET; THENCE NORTH 56°45'53" WEST 34.623 FEET; THENCE SOUTH 33°14'07" WEST 281.217 FEET; THENCE SOUTH 09°33'13" WEST 90.520 FEET; THENCE SOUTH 19°24'57" WEST 106.383 FEET; THENCE SOUTH 10°30'29" WEST 98.898 FEET; THENCE SOUTH 15°13'13" WEST 232.281 FEET; THENCE SOUTH 25°19'10" WEST 119.998 FEET; THENCE SOUTH 57°34'15" WEST 160.512 FEET; THENCE SOUTH 27°47'09" WEST 32.853 FEET; THENCE NORTH 62°12'51" WEST 15.000 FEET; THENCE NORTH 27°47'09" EAST 36.642 FEET; THENCE NORTH 57°34'15" EAST 160.164 FEET; THENCE NORTH 25°19'10" EAST 114.336 FEET; THENCE NORTH 15°13'13" EAST 230.338 FEET; THENCE NORTH 10°30'29" EAST 99.450 FEET; THENCE NORTH 19°24'57" EAST 106.257 FEET; THENCE NORTH 09°33'13" EAST 92.371 FEET; THENCE NORTH 33°14'07" EAST 329.361 FEET; THENCE NORTH 56°45'53" WEST 39.949 FEET; THENCE NORTH 33°14'07" EAST 120.000 FEET; THENCE SOUTH 56°45'53" EAST 152.052 FEET; THENCE SOUTH 33°14'07" WEST 120.000 FEET TO THE POINT OF BEGINNING.

PURPOSE AND RESPONSIBILITY

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

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 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.

Parking, Sidewalk and flatwork

No Parking, sidewalk and flatwork is part of this maintenance plan. Nearby flatwork is either part of neighboring private property or public streets to be maintained by others.

Landscaping

There is xeriscape landscaping around the detention basin. Some removing of weeds through mechanical means or by the application of herbicide may be required in the areas disturbed by the construction of the facility. Our landscape operations can result in, sticks, branches, dirt, fertilizers, pesticides, and other pollutants to fall or be left in the detention areas. This waste material will settle in the storm drain system increasing maintenance cost and solid and dissolved waste in our runoff can pass through our storm drain system ultimately polluting the Santa Clara River. The primary pollutant impairing the Santa Clara River is organic material, so it is vital that our detention 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 the Santa Clara River.

Storm Drain System

Public storm drain inlets direct runoff to a detention area. Detention is accomplished by ponding in the detention area which is released into the public storm drain system at controlled rate. This device is susceptible to bypass and scour during large storm events and the dissolved pollutants will pass through and harm the Santa Clara River. Use our Storm Drain Maintenance SOP manage our storm drain system responsibly.

Waste Management

No onsite waste management is to take place this maintenance plan.

Utility System

No onsite utilities are part of this maintenance plan.

Equipment / Outside Storage

No equipment or other items are to stored onsite as part of this maintenance plan.

SECTION 2: TRAINING

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 an attached spreadsheet.

SECTION 3: RECORDKEEPING

Maintain records of operation and maintenance activities in accordance with SOPs. Mail a copy of the record to St. George City Stormwater division annually.

SECTION 4:

Site Drawings and Details
SOPs
Recordkeeping Documents

Long-Term BMP's inspection and maintenance schedule

Long-Term BMP's are required to be inspected by a qualified person during the installation to ensure the control is properly installed, with follow up inspections and a maintenance schedule as provided below. A list of BMP's and inspection schedule is shown below as listed in Exhibit B.

List of BMP's	Describe the inspection and maintenance schedule
Parking Lots Cleaning/Maintenance	Not Used
Mulch and Soils	Twice annually
Mowing and Trimming	Walkthrough and Clean up following regular maintenance
Fertilizer	Walkthrough and Clean up following each application
Storm Inlets	Twice annually
Cleanout box	Twice annually
Roof Drains	Not Used
Floor Drains	Not Used
Leaves – Autumn Cleanup	Once annually in the fall (prior to cold weather conditions)
Trash and Debris	Twice annually
HVAC	Not Used
Underground Injection Control (UIC)	Not Used

Tonaquint Cove
Long-Term Stormwater Management Plan
November 2020

SITE DRAWINGS AND DETAILS

SOPs

Buildings – Parking Lot Maintenance

Standard Operating Procedure

Not Used

Landscape Maintenance Operations

Standard Operating Procedure

PURPOSE:

To protect stormwater by properly preventing any solids, liquids or any light weight material from being carried away from the building by wind or water including application of pesticides, herbicides, & fertilizers.

PROCEDURE:

1. Preparation:

- a. Make sure to follow all recommended SDS and MSDS instructions before handling any chemicals.
- b. Make sure all fertilizer, pesticide, and herbicide application is conducted following manufacturer's recommendations.
- c. Calibrate fertilizer, pesticide, and herbicide application equipment to avoid excessive application.
- d. Use herbicides only if there is an actual weed problem.
- e. Use pesticides only if there is an actual pest problem.
- f. Time and apply the application of fertilizers, pesticides, and herbicides according to the manufacturer's recommendation for best results ("Read the Label").
- g. Know the weather conditions. Do not use herbicides if rain is expected within a 24- hour period. Apply herbicides only when wind speeds are low (less than 5 mph).

2. Process:

- a. Follow the manufacturer's recommendations for mixing, applying, and disposing of herbicides ("Read the Label").
- b. Grooming:
 - Herbicide Operation - Prevent overspray, use spot treatment,

sweep or blow dry herbicide onto vegetated ground immediately.

- 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.
- Remove or contain all erodible or loose material prior to forecast wind and precipitation events, before any non-stormwater will pass through or over the site.
- Landscape project materials and waste can usually be contained or controlled by operational BMP's.
- 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 forecasts are clear.

3. Cleanup

- a. 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.
- b. 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 forecasts are clear.
- 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

4. Waste Disposal:

- a. No waste shall be disposed of onsite, but shall be disposed of in proper public waste disposal repositories.

5. Equipment:

- a. Tools sufficient for proper containment of pollutants and cleanup.

-
- b. Push broom and square blade shovel should be a minimum.

6. Training:

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

Building Waste Management

Standard Operating Procedure

Not Used

Storm Drain Maintenance Operations

Standard Operating Procedure

PURPOSE:

To prevent pollution of stormwater from sediment and debris.

PROCEDURE:

1. Preparation:
 - a. Train all employees at hire and annually.
 - b. Locate Storm Drain
 - c. Inspect for need

2. Process:
 - a. Schedule cleaning for boxes and pipe that contain 2" or more of sediment and debris.
 - b. Remove debris by vacuum operated machinery
 - c. When accumulations are mostly floating debris this material can be removed with a net.

3. Cleanup
 - 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
 - ii. Disposal of waste collected from sanitary sewer device at regulated facilities.

Pavement Washing Operations

Not Used

General Construction Maintenance

Standard Operating Procedure

PURPOSE:

To prevent any solids, liquids or light-weight materials from being carried away from the construction or maintenance project by wind or water to the storm drain.

PROCEDURE:

1. Preparation:
 - 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.
 - b. Training at hire and annually.
2. Process:
 - 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 non-stormwater 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.
3. Cleanup:
 - a. Use dry cleanup methods, e.g. square nose shove and broom.
 - b. Wet methods are allowed if wastewater is prevented from entering the stormwater system, e.g. wet/dry vacuum, disposal to our landscaped areas.
 - c. When a broom and a square nosed shovel cannot pick any appreciable amount of material.
 - d. Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.
 - e. Never discharge waste material to storm drains

Spill Control

Standard Operating Procedure

PURPOSE:

To protect stormwater by educating employees on proper spill cleanup procedures, state reporting requirements, and preventative actions.

PROCEDURE:

1. Always:
 - a. Stop the source of the spill, if possible, to safely do so.
 - b. Contain any liquids, if possible, to safely do so.
 - c. Cover the spill with absorbent material such as kitty litter, sawdust, or oil absorbent pads. Do not use straw or water (See SOP #8 Petroleum and Chemical Disposal).
 - d. Petroleum spills involve, but are not limited to: crude oil, gasoline, various fuel oils, lubricating oil, hydraulic oil, asphaltic residuals.
 - e. Report a petroleum spill (435) 627-4142 if:
 - i. The spill is greater than 25 gallons, or
 - ii. The spill cannot be immediately contained, or
 - iii. The spill and/or contamination cannot be completely removed within 24 hours, or
 - iv. There is an impact or potential impact to ground/surface water.
 - v. IF IN DOUBT, REPORT THE SPILL!
 - f. Hazardous materials spills involve non-oil spills that pose a threat to human health or the environment, such as chemical releases.

-
- i. Report any discharge of hazardous waste immediately (within one hour) to local emergency officials (fire department), then contact Health Department Emergency Response Team (435) 673-3528.
 - ii. Contact local fire department (435) 627-4150
 - iii. Develop and maintain a Spill Prevention, Control, and Countermeasure (SPCC) Plan if the facility stores more than 1,320 gallons of petroleum.
 - g. Fit petroleum and chemical storage containers with secondary containment structures.
 - h. Keep a spill kit in areas where petroleum or hazardous materials are stored.
 - i. Train employees in spill response procedures and equipment.
 - j. Deploy containment booms if spill could potentially reach a storm drain or water body.
 - k. Position mats to contain drips from equipment or vehicles until they can be repaired.
 2. Cleanup:
 - a. NEVER WASH SPILLS TO THE STORM DRAIN SYSTEM
 - 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.
 - c. Follow SDS requirements but usually most spills can be disposed per the following b. & c.
 - d. Generally, most spills absorbed into solid forms can be disposed to the dumpster and receptacles. Follow Waste Management SOP.
 - e. 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.
 3. Documentation:
 - a. Document all spills in spreadsheet.

4. SDS sheets:

- a. SDS Manual is filed in break room.

5. Materials:

- a. Generally, sand or dirt will work for most cleanup 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.

PLAN RECORDKEEPING DOCUMENTS

MAINTENANCE/INSPECTION SCHEDULE

TA	Landscaping
TA	Storm Drain System

Inspection Frequency Key: TA=Twice-annually, Q=Quarterly, M=monthly, W=weekly, S=following appreciable storm event, U=Unique infrastructure specific (specify)

RECORD INSPECTIONS IN THE MAINTENANCE LOG

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

MAINTENANCE LOG

	Maintenance per SOPs	System Performance (are there any problems?) Necessary Changes...	

Additional Comments

Annual SOP Training Log per Section 2