

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

DOC # 20210027840

Agreement Page 1 of 8
Gary Christensen Washington County Recorder
04/19/2021 03:11:08 PM Fee \$ 0.00
By WASHINGTON CITY



Storm Water Management BMP

Maintenance Agreement

Washington City, Utah

W-5-3-2-231 &

Tax ID: W-5-3-2-2111

WHEREAS, the Property Owner MST 150, LLC recognizes that the post construction storm water facilities (hereinafter referred to as "Facilities") must be

maintained for the development called, FINLEY FARMS, 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: [Signature]
Todd Smith

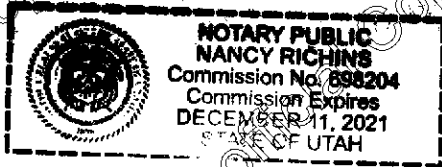
Title: MAN AGING MEMBER

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 18 day of March, 2021, personally appeared before me Todd Smith and Todd Smith, 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: St George Utah

My Commission Expires:
12-11-2021



EXHIBIT A LEGAL DESCRIPTIONS

PARCEL 1

Beginning at the South Quarter Corner of Section 2, Township 43 South, Range 15 West, Salt Lake Base and Meridian and running thence North $01^{\circ}03'05''$ East along the Quarter Section line 1617.16 feet; thence South $89^{\circ}15'33''$ East 344.51 feet; thence North $00^{\circ}44'27''$ East 410.00 feet; thence South $89^{\circ}15'33''$ East 97.71 feet; thence northwesterly along a 125.00 foot radius non-tangent curve to the left, (long chord bears North $21^{\circ}35'33''$ West a distance of 76.01 feet), center point lies South $86^{\circ}06'31''$ West through a central angle of $35^{\circ}24'07''$, a distance of 77.24 feet; thence northwesterly along a 175.00 foot radius reverse curve to the right, (long chord bears North $30^{\circ}25'09''$ West a distance of 53.99 feet), center point lies North $50^{\circ}42'23''$ East through a central angle of $17^{\circ}44'56''$, a distance of 54.21 feet; thence easterly along a 730.00 foot radius non-tangent curve to the right, (long chord bears North $77^{\circ}36'40''$ East a distance of 331.19 feet), center point lies South $25^{\circ}30'00''$ East through a central angle of $26^{\circ}13'21''$, a distance of 334.10 feet; thence South $89^{\circ}16'40''$ East 741.71 feet; thence South $00^{\circ}44'33''$ West 360.67 feet; thence southerly along a 150.00 foot radius curve to the left, (long chord bears South $18^{\circ}45'05''$ East a distance of 100.11 feet), center point lies South $89^{\circ}15'27''$ East through a central angle of $38^{\circ}59'16''$, a distance of 102.07 feet; thence South $38^{\circ}14'43''$ East 199.23 feet; thence South $51^{\circ}45'17''$ West 224.14 feet; thence southwesterly along a 270.00 foot radius curve to the left, (long chord bears South $26^{\circ}14'52''$ West a distance of 232.53 feet), center point lies South $38^{\circ}14'43''$ East through a central angle of $51^{\circ}00'49''$, a distance of 240.40 feet; thence South $00^{\circ}44'27''$ West 220.84 feet; thence South $89^{\circ}15'33''$ East 215.42 feet; thence South $57^{\circ}27'54''$ East 191.46 feet; thence South $36^{\circ}02'25''$ West 109.36 feet; thence South $30^{\circ}12'35''$ West 141.58 feet; thence South $27^{\circ}46'11''$ West 105.95 feet; thence South $33^{\circ}47'59''$ West 161.96 feet; thence South $30^{\circ}38'20''$ West 217.47 feet; thence South $40^{\circ}36'34''$ West 210.52 feet; thence South $43^{\circ}32'30''$ West 204.74 feet to a point on the South line of said Section 2; thence North $88^{\circ}55'08''$ West along said line 1069.15 feet, to the point of beginning.

Containing 2,970,416 square feet or 68.19 acres.

PARCEL 2

Beginning at a point that lies South $01^{\circ}03'03''$ West along the Section line 154.33 feet from the East Quarter Corner of Section 2, Township 43 South, Range 15 West, Salt Lake Base and Meridian and running thence North $72^{\circ}27'57''$ East 109.42 feet to a point on the west right-of-way line of Washington Fields Road; thence along said line the following two (2) courses: 1) South $17^{\circ}09'54''$ East 72.62 feet and 2) southerly along a 697.00 foot radius curve to the right, (long chord bears South $17^{\circ}04'02''$ East a distance of 2.38 feet), center point lies South $72^{\circ}50'06''$ West through a central angle of $00^{\circ}11'45''$, a distance of 2.38 feet; thence South $72^{\circ}27'57''$ West 391.65 feet; thence southwesterly along a 420.00 foot radius curve to the left, (long chord bears South $54^{\circ}26'45''$ West a distance of 259.85 feet), center point lies South $17^{\circ}32'03''$ East through a central angle of $36^{\circ}02'24''$, a distance of 264.19 feet; thence South $36^{\circ}25'33''$ West 237.49 feet; thence southwesterly along a 530.00 foot radius curve to the right, (long chord bears South $44^{\circ}05'25''$ West a distance of 141.37 feet), center point lies North $53^{\circ}34'27''$ West through a central angle of $15^{\circ}19'44''$, a distance of 141.80 feet; thence South $51^{\circ}45'17''$ West 469.93 feet; thence North $38^{\circ}14'43''$ West 75.00 feet; thence North $51^{\circ}45'17''$ East 469.93 feet; thence northeasterly along a 455.00 foot radius curve to the left, (long chord bears North $44^{\circ}05'25''$ East a distance of 121.37 feet), center point lies North $38^{\circ}14'43''$ West through a central angle of $15^{\circ}19'44''$, a distance of 121.73 feet; thence North $36^{\circ}25'33''$ East 237.49 feet; thence northeasterly along a 495.00 foot radius curve to the right, (long chord bears North $54^{\circ}26'45''$ East a distance of 306.26 feet), center point lies South $53^{\circ}34'27''$ East through a central angle of $36^{\circ}02'24''$, a distance of 311.36 feet; thence North $72^{\circ}27'57''$ East 282.72 feet, to the point of beginning.

Containing 113,914 square feet or 2.62 acres.



EXHIBIT A LEGAL DESCRIPTIONS (CONTINUED)

PARCEL 3

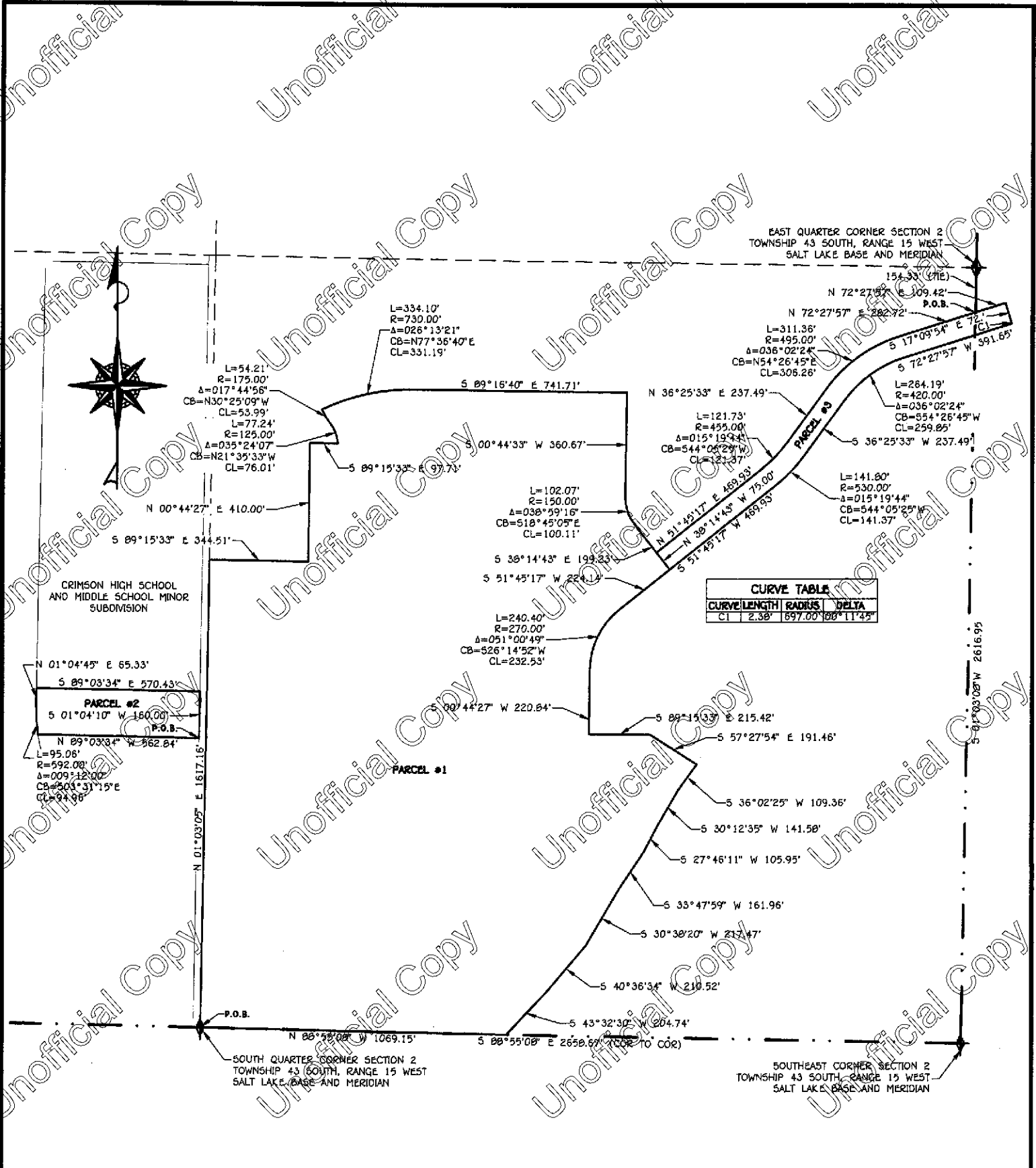
Beginning at the Southeast Corner of said Lot 3 and running thence North 89°03'34" West 562.84 feet to a point on the East right-of-way line of Crimson Cliffs Way; thence along said right-of-way line the following two (2) courses: 1) northerly along a 592.00 foot radius non-tangent curve to the right, (long chord bears North 03°31'15" West a distance of 94.96 feet), center point lies North 81°52'45" East through a central angle of 09°12'00", a distance of 95.06 feet and 2) North 01°04'45" East 65.33 feet; thence South 89°03'34" East 570.43 feet to a point on the East line of said Lot 3; thence South 01°04'10" West along said line 160.00 feet, to the point of beginning.

Containing 91,031 square feet or 2.09 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.



CURVE TABLE		
CURVE LENGTH	RADIUS	DELTA
C1	2.38'	897.00' @ 111°45'

EXHIBIT C
PROPERTY DEPICTION
FINLEY FARMS SUBDIVISION

WASHINGTON CITY, WASHINGTON COUNTY, UTAH
 SECTION 2, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SLB&M



1043 EAST 3740 SOUTH, WASHINGTON, UT 84780

DATE: 3/18/2021
JOB # 21-001
FILE: Exhibit C.dwg
SHEET
1
1
SHEETS