

14

DOC # 20210034015

Assignment Page 1 of 14
Gary Christensen Washington County Recorder
05/11/2021 04:27:02 PM Fee \$ 40.00
By VANGUARD MAIN



ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“Assignment”) is executed as of the 29th day of April 2021, by and between Dennett Brothers Development Corp., a Utah corporation and D & G Property Holdings LLC, a Utah limited liability company, collectively as “Assignor” and Rusted Hills Owners Association, a Utah non-profit corporation, as “Assignee”.

RECITALS

A. Dennett Brothers Development Corp. is the Developer of Rusted Hills, a residential subdivision located in Washington City, Utah.

B. In connection with approval for Rusted Hills Phases 2, 3 and 4, Washington City required, among other things, the creation of a homeowners association and the construction of certain storm water facilities.

C. A Storm Water Management BMP Maintenance Agreement (“Agreement”) was entered into between Dennett Brothers Development Corp, R&K Staheli Farms LC, and D&G Property Holdings LLC, as property owners, and was recorded August 5, 2014, as DOC #20140023697, records of Washington County, Utah, and relates to the property described on Exhibit 1 hereto.

D. The Agreement imposes certain obligations on the parties to maintain the storm water facilities for the Rusted Hills development.

E. The Agreement expressly contemplates that the obligations therein are binding upon any successor, including any homeowners association.

F. Dennett Brothers Development Corp. is now completing its development of Rusted Hills and intends turn over control and operation of the Rusted Hills Owners Association to its membership. As contemplated by the Agreement, this includes assigning the maintenance obligations under the Agreement.

ASSIGNMENT

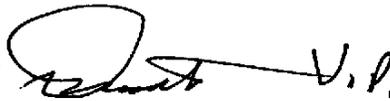
1. For value received, Assignor hereby assigns, conveys, transfers, and sets over Assignee, its successors and assigns, all of Assignor’s right, title, obligations, and interest in, to, and under the Agreement.

2. Assignee hereby accepts the foregoing assignment and assumes all of the obligations of Assignor under the Agreement and agrees, for the benefit of Assignor, its successors and assigns and Washington City, to pay, perform, discharge when due, and otherwise satisfy the obligations and liabilities of Assignor (defined in the Agreement as “Property Owners”) under and in accordance with the provisions of the Agreement.

IN WITNESS WHEREOF, the undersigned executes this Assignment as of the date first written above.

“ASSIGNOR”

Dennett Brothers Development Corp
A Utah corporation

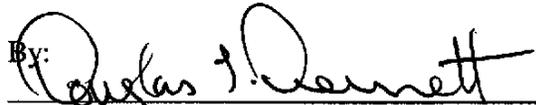
By: 
Robert C. Dennett, Vice President

“ASSIGNEE”

Rusted Hills Owners Association

By: 
Douglas T. Dennett, President

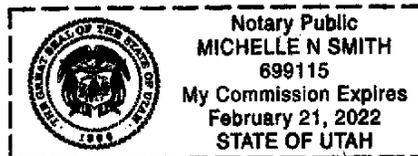
D & G Property Holdings, LLC
A Utah limited liability company

By: 
Douglas T. Dennett, Manager

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On this 29th day of April, 2021, before me personally appeared Robert C. Dennett, as an officer of **Dennett Brothers Development Corp.** who acknowledged before me that the corporation executed the document and the document was the act of the corporation for its stated purpose.

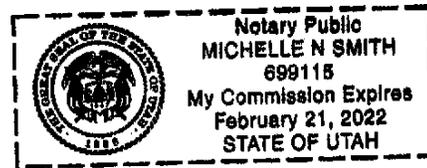

NOTARY PUBLIC



STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On this 29th day of April, 2021, before me personally appeared Douglas T. Dennett, as Manager of **D & G Property Holdings, LLC** who acknowledged before me that the company executed the document and the document was the act of the corporation for its stated purpose.

Michelle N. Smith
NOTARY PUBLIC



STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On this 29th day of April, 2021, before me personally appeared Douglas T. Dennett, as President of **Rusted Hills Owners Association** who acknowledged before me that the corporation executed the document and the document was the act of the corporation for its stated purpose.

Michelle N. Smith
NOTARY PUBLIC

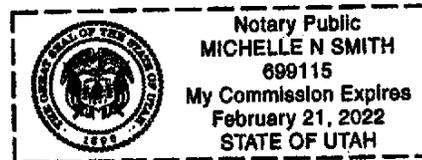


EXHIBIT 1

10

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

DOC # 20140023697

Agreement Page 1 of 10
Russell Shirts Washington County Recorder
08/05/2014 10:53:48 AM Fee \$ 0.00
By WASHINGTON CITY



Storm Water Management BMP
Maintenance Agreement
Washington City, Utah

Tax ID: W-5-2-35-2131, W-5-35-211, W-5-2-36-3431

WHEREAS, the Property Owner(s) Dennett Brothers Development Corporation, R&K Staheli Farms LC, and D&G Property Holdings LLC recognizes that the post construction storm water facilities (hereinafter referred to as "Facilities") must be

maintained for the development called, Rusted Hills, 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 affect any other provisions and all other provisions shall remain in full force and effect.

MAINTENANCE AGREEMENT

PROPERTY OWNER

BY: Robert C. Dennett
Dennett Brothers Development Corp.

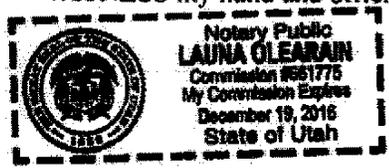
Title: V.P.

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 31st day of July, 2014, personally appeared before me
and Robert Dennett, 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.



Launa Olearain
NOTARY PUBLIC
Residing at: 3415 Priceville Dr.
St. George, UT
84790

My Commission Expires:
Dec. 19, 2016

WITNESS, the hand of said Grantors, this 31st day of July, A.D. 2014.

R & K STAHELI FARMS, LC
a Utah Limited Liability Company

Ralph Staheli

By: Ralph Staheli, Member

By: Ralph & Katherine Staheli Family, LC,
a Utah Limited Liability Company, member

Ralph Staheli

By: Ralph Staheli, Manager

Katherine Staheli

By: Katherine Staheli, Manager

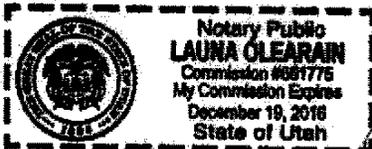
Attachments: Exhibit A Legal Description(s) of Property
Exhibit B Schedule of Long Term Maintenance Activities

STATE OF UTAH

)ss.

COUNTY OF WASHINGTON

On the date first above written personally appeared before me, Ralph Staheli, the managing member of R&K Staheli Farms, a Utah Limited Partnership, the signer of the within and foregoing instrument, who acknowledged to me that he executed the same, for and on behalf of, and as general partner of said limited partnership.



Launa Clearain

Notary Public

Witness, the hand of said Grantors, this 22nd day of July, A.D. 2014,

D & G PROPERTY HOLDINGS LLC,
a Utah Limited Liability Company

Douglas T. Dennett
Signed by:

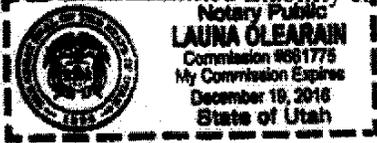
Attachments: Exhibit A Legal Description of property
Exhibit B Schedule of Long Term Maintenance Activities

State of Utah

)ss.

County of Washington

On the 22 day of July, A.D. 2014, Douglas T. Dennett personally appeared before me Launa Olearain who being by me duly sworn, say that Douglas T. Dennett is the of President, of D & G Property Holdings Limited Liability Company, the limited liability company that executed the herein instrument and acknowledged the instrument to be the free and voluntary act and deed of the Limited Liability Company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes herein mentioned, and on oath stated that they are authorized to execute this instrument on behalf of the Limited Liability company.



Launa Olearain
Notary Public

My Commission Expires: Dec. 16, 2016 Residing at: 3415 S. Pritchills Dr.
St. George, Utah
84780

Exhibit A

Storm Water Management BMP Maintenance Agreement
Legal Description(s)

(Parcel W-5-2-35-2131) -

LEGAL DESCRIPTION - COMMENCING AT THE WEST QUARTER CORNER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 15 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S89°28'54"E, ALONG THE EAST-WEST CENTER SECTION LINE, 116.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°28'54"E, ALONG SAID LINE, 441.26 FEET; THENCE DEPARTING SAID LINE AND RUNNING S00°31'06"W, 662.48 FEET; THENCE N89°27'42"W, 411.81 FEET TO THE SOUTHEAST CORNER OF RUSTED HILLS PHASE I SUBDIVISION; THENCE N00°31'27"E, ALONG THE EAST LINE OF SAID PHASE I, 139.72 FEET TO THE SOUTHEAST CORNER OF RUSTED HILLS DRIVE; THENCE N00°32'32"E, ALONG THE EAST LINE OF SAID DRIVE, 50.00 FEET TO THE NORTHEAST CORNER OF SAID DRIVE; THENCE N89°27'28"W, ALONG THE NORTH LINE OF SAID DRIVE, 27.86 FEET TO THE SOUTHEAST CORNER OF LOT 8, OF SAID PHASE I; THENCE N00°19'20"E, ALONG THE EAST LINE OF SAID PHASE I, 472.60 FEET TO THE POINT OF BEGINNING. CONTAINING 6.57 ACRES.

(Parcel W-5-2-36-343)-

LEGAL DESCRIPTION - COMMENCING AT THE WEST QUARTER CORNER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 15 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S00°18'16"W, ALONG THE SECTION LINE, 662.29 FEET TO THE POINT OF BEGINNING, SAID POINT BEING LOCATED ON THE SOUTH LINE OF RUSTED HILLS PHASE I SUBDIVISION; THENCE DEPARTING SAID LINE AND RUNNING S89°27'42"E, ALONG THE SOUTH LINE OF SAID PHASE I AND ITS EXTENSION, 1,332.73 FEET TO A POINT LOCATED ON THE WEST LINE OF MAJESTIC VIEW PHASE II, PLAT 'A' SUBDIVISION; THENCE DEPARTING SAID LINE AND RUNNING S00°31'13"W, ALONG THE WEST LINE OF SAID PHASE II, 0.08 FEET TO THE SOUTHWEST CORNER OF SAID PHASE II; THENCE S89°27'04"E, ALONG THE SOUTH LINE OF SAID PHASE II, 0.50 FEET TO THE NORTHWEST CORNER OF THE GALILEE HEIGHTS SUBDIVISION; THENCE DEPARTING SAID LINE AND RUNNING S00°31'29"W, ALONG THE WEST LINE OF SAID SUBDIVISION, 498.46 FEET; THENCE DEPARTING SAID LINE AND RUNNING N89°26'11"W, 130.56 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET, AND A CENTRAL ANGLE OF 69°33'36"; THENCE SOUTHWESTERLY ALONG SAID CURVE, 182.11 FEET; THENCE S21°00'13"W, 21.06 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, AND A CENTRAL ANGLE OF 62°10'13"; THENCE SOUTHWESTERLY ALONG SAID CURVE, 217.02 FEET; THENCE S83°10'26"W, 483.80 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, AND A CENTRAL ANGLE OF 20°59'46"; THENCE WESTERLY ALONG SAID CURVE, 64.13 FEET; THENCE N75°49'49"W, 162.07 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET, AND A CENTRAL ANGLE OF 13°14'03"; THENCE WESTERLY ALONG SAID CURVE, 40.42 FEET; THENCE N89°03'52"W, 148.97 FEET

(RECORD 149.07), TO A POINT LOCATED ON THE WEST LINE OF SAID SECTION 36; THENCE N00°18'16"E, ALONG SAID LINE, 758.58 FEET TO THE POINT OF BEGINNING. CONTAINING 21.78 ACRES.

(Parcel W-5-2-35-211)-

LEGAL DESCRIPTION – COMMENCING AT THE EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 42 SOUTH, RANGE 15 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S00°18'16"W, ALONG THE SECTION LINE, 662.29 FEET TO THE POINT OF BEGINNING. SAID POINT BEING LOCATED ON THE SOUTH LINE OF RUSTED HILLS PHASE I SUBDIVISION; THENCE CONTINUING S00°18'16"W, ALONG SAID SECTION LINE, 661.94 FEET TO THE 1/16TH CORNER; THENCE N89°11'10"W, ALONG THE 1/16TH LINE, 1,260.44 FEET TO A POINT LOCATED 66.00 FEET EAST OF THE 1/16TH CORNER; THENCE N00°22'32"E, AND PARALLEL TO THE 1/16TH LINE, 662.78 FEET TO A POINT LOCATED ON THE 1/64TH LINE; THENCE S89°09'20"E, ALONG THE 1/64TH LINE, 1,026.12 FEET TO A POINT LOCATED ON THE WEST LINE OF SAID RUSTED HILLS PHASE I; THENCE DEPARTING SAID 1/64TH LINE AND RUNNING S00°53'15"W, ALONG THE WEST LINE OF SAID PHASE I, 0.16 FEET TO THE SOUTHWEST CORNER OF SAID PHASE I; THENCE S89°09'05"E, ALONG THE SOUTH LINE OF SAID PHASE I, 233.13 FEET; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID PHASE I, S89°27'42"E, 0.38 FEET TO THE POINT OF BEGINNING. CONTAINING 19.16 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 & 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.