RECORDED, MAIL TO: Washington City 1305 E Washington Dam Rd. Washington, UT 84780 DOC # 20220029173

Agreement Page 1 of 10
Gary Christensen Washington County Recorder
06/01/2022 03:15:47 PM Fee \$ 0.00
By WASHINGTON CITY

Storm Water Management BMP Maintenance Agreement Washington City, Utah

Tax ID: W-4207

WHEREAS, the Property Owner D.R. Horton, Inc., a Delaware corporation recognizes that the post construction storm water facilities (hereinafter referred to as "Facilities") must be

maintained for the development called, Hoodoo Hollow, Ascend, Skyline & Corral Hollow at Long Valley Mocated 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.

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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: Daniel W. Mitchell		
Title: LAND DEN MANAGER		
Attachments: Exhibit A		
STATE OF		
COUNTY OF		
On the 3 day of MA , UN, personally appeared before me Danicinal Table and 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.	NOTARY PUBLIC Residing at: Galt Intel County	
My Commission Expires: My Vot 26, 2014	KELLEY ANNE REESE Notary Public, State of Utah Commission # 713713 My Commission Expires On August 25, 2024	

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Exhibit A

Storm Water Management BMP Maintenance Agreement Legal Description: Hoodoo Hollow, Ascend, Skyline & Corral Hollow at Long Valley & Future developable areas

A PARCEL OF LAND LOCATED IN SECTION 29, 30 & 31, TOWNSHIP 42 SOUTH RANGE 14 WEST SALT LAKE BASE AND MERIDIAN AND INCLUDING A PORTION OF SECTIONAL LOTS 4, 9, 7, 12, 14 AND 15 OF SAID SECTION 29 AND A PORTION OF SECTIONAL LOTS 13, 16, 18, 19, 24 AND 25 OF SAID SECTION 30 AND A PORTION OF SECTIONAL LOTS 14 AND 20 OF SAID SECTION 31 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S88°51'08"E ALONG THE SECTION LINE A DISTANCE OF 1849.68 FEET AND S01°08'52"W 893.06 FEET FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 14 WEST SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE TRUE POINT OF BEGINNING AND RUNNING THENCE ALONG THE SOUTHERLY BOUNDARY OF A PARCEL WITH A TAX I.D. NO. W-4206 MORE PARTICULARLY DESCRIBED BY SPECIAL WARRANTY DEED, DOCUMENT NO. 20200076291, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; THE FOLLOWING FIFTEEN (15) COURSES: (1) S05°37'54"E 0.05 FEET; (2) THENCE N44°36'32"E 210.54 FEET; (3) THENCE N42°34'20"E 394.12 FEET; (4) THENCE N72°22'26"E 180.40 FEET (5) TO A POINT OF A 382.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS \$34°41'52"W; THENCE ALONG THE ARC OF SAID CURVE 145.15 FEET THROUGH A CENTRAL ANGLE OF 21°44'35"; (6) THENCE N58°59'17"E 90.07 FEET: (7) THENCE S31°00'43"E 34.00 FEET; (8) THENCE S58°59'17"W 90.07 FEET (9) TO A POINT OF A 382.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S61°32'08"W; THENCE ALONG THE ARC OF SAID CURVE 473.23 FEET THROUGH A CENTRAL ANGLE OF 70°53'13"; (10) THENCE S42°25'20"W 152.22 FEET; (11) THENCE S48°34'40"E 145.02 FEET; (12) THENCE N42°25'20"E 149.69 FEET (13) TO THE POINT OF A 527.50 FOOT RADIUS CURVE TO THE LEFT: THENCE ALONG THE ARC OF SAID CURVE 193.59 FEET THROUGH A CENTRAL ANGLE OF 21°01'40"; (14) THENCE S68°36'20"E 99.93 FEET; (15) THENCE S44°05'47"E 393.20 FEET TO POINT ON THE EASTERLY BOUNDARY OF A PARCEL WITH A TAX I.D. NO. W-4204 MORE PARTICULARLY DESCRIBED BY LAND PATENT, DOCUMENT NO. 20160047271, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING NINE (9) COURSES: (1) \$45°54'14"W 16.63 FEET; (2) THENCE \$34°22'25"W 766.32 FEET; (3) THENCE \$34°22'25"W 958.23 FEET; (4) THENCE \$34°22'25"W 872.10 FEET; (5) THENCE \$42°07'07"W 479.56 FEET; (6) THENCE \$42°07'07"W 299.11 FEET; (7) THENCE \$42°07'07"W 1711.71 FEET; (8) THENCE \$49°31'33"W 46.39 FEET; (9) THENCE \$40°23'41"W 2355.73 FEET; THENCE N48°24'24"W 767.86 FEET TO A POINT OF A 1182.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS \$43°08'26"E; THENCE ALONG THE ARC OF SAID CURVE 165.25 FEET THROUGH A CENTRAL ANGLE OF 8°00'24"; TO THE POINT OF A 6017.50 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 2173.03 FEET THROUGH A CENTRAL ANGLE OF 20°41'26"; TO THE POINT OF A 1182.50 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 567.64 FEET THROUGH A CENTRAL ANGLE OF 27°30'14"; TO THE POINT OF A 177.50 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 282.67 FEET THROUGH A CENTRAL ANGLE OF 91°14'36"; THENCE N29°33'50"W 25.48 FEET TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT: THENCE ALONG THE ARC OF SAID CURVE 31.23 FEET THROUGH A CENTRAL ANGLE OF 89°27'44"; TO THE POINT OF A 5040.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 1405.29 FEET THROUGH A CENTRAL ANGLE OF 15°58'32"; TO THE POINT OF A 3040.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 1307.95 FEET THROUGH A CENTRAL ANGLE OF 24°39'05"; THENCE N70°24'06"W 110.00 FEET; THENCE N18°52'40"E 19.50 FEET; THENCE N71°07'20"W 89.94 FEET; THENCE S19°06'34"W 22.97 FEET; THENCE N70°39'32"W 55.00 FEET; THENCE N70°39'32"W 90.00 FEET; THENCE \$19°37'49"W 27.19 FEET; THENCE N69°57'01"W 20.00 FEET; THENCE N70°04'54"W 90.12 FEET; THENCE N70°04'55"W 54.88 FEET; THENCE N19°40'39"E 20.39 FEET; THENCE N70°32'37"W 90.00 FEET TO A POINT OF A 2440.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N70°32'37"W; THENCE ALONG THE ARC OF SAID CURVE 310.89 FEET THROUGH A CENTRAL ANGLE OF 7°18'01"; THENCE N77°50'38"W 110.00 FEET; THENCE S58°58'19"W 19.24 FEET TO A POINT OF A 50.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S58°58'19"W; THENCE ALONG THE ARC OF SAID CURVE 175.56 FEET THROUGH A CENTRAL ANGLE OF 201°10'38"; TO A POINT OF A 25.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 29.36 FEET THROUGH A CENTRAL ANGLE OF 67°17'29"; TO THE POINT OF A 2275.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 108.16 FEET THROUGH A CENTRAL ANGLE OF 2°43'26"; THENCE N72°11'25"W 90.00 FEET; THENCE N45°28'04"W 54.00 FEET; THENCE S44°31'56"W 83.18 FEET; THENCE S43°25'39"W 395.08 FEET; THENCE S45°15'43"W 401.82 FEET; THENCE S45°19'41"W 117.74 FEET; THENCE \$45°19'41"W 58.39 FEET; THENCE \$45°19'41"W 226.82 FEET; THENCE \$44°35'58"W 400.52 FEET; THENCE S44°46'25"W 136.04 FEET; THENCE S44°46'25"W 264.44 FEET; THENCE S44°33'00"W 448.82 FEET; THENCE \$43°10'45"W 194.83 FEET; THENCE \$43°10'45"W 254.47 FEET; THENCE S46°04'42"W 114.27 FEET; THENCE N43°55'18"W 122.29 FEET; THENCE N61°48'39"W 93.68 FEET; TO A POINT OF A 366.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS N61°09'36"W; THENCE ALONG THE ARC OF SAID CURVE 48.00 FEET THROUGH A CENTRAL ANGLE OF 7°30'54"; THENCE N53°34'10"W 171.00 FEET TO A POINT OF A 195.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N53°42'41"W; THENCE ALONG THE ARC OF SAID CURVE 34.50 FEET THROUGH A CENTRAL ANGLE OF 10°08'18"; TO THE POINT OF A 20.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 34.18 FEET THROUGH A CENTRAL ANGLE OF 97°54'42"; THENCE N71°45'41"W 330.90 FEET TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.77 FEET THROUGH A CENTRAL ANGLE OF 91°00'42"; TO THE POINT OF A 2710.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 401.24 FEET THROUGH A CENTRAL ANGLE OF 8°28'59"; TO THE POINT OF A 20.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.91 FEET THROUGH A CENTRAL ANGLE OF 91°24'22"; THENCE S08°01'07"W 55.00 FEET TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S07°20'14"W; THENCE ALONG THE ARC OF SAID CURVE 31.63 FEET THROUGH A CENTRAL ANGLE OF 90°36'58": TO THE POINT OF A 2710.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 257.85 FEET THROUGH A CENTRAL ANGLE OF 5°27'06"; THENCE N88°43'53"W 80.00 FEET TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N88°44'01"W; THENCE ALONG THE ARC OF SAID CURVE 31.15 FEET THROUGH A CENTRAL ANGLE OF 89°14'28"; THENCE N87°58'37"W 72.01 FEET TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.67 FEET THROUGH A CENTRAL ANGLE OF 90°44'08"; THENCE N86°45'54"W 24.01 FEET TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N88°41'48"W; THENCE ALONG THE ARC OF SAID CURVE 31.16 FEET THROUGH A CENTRAL ANGLE OF 89°16'49"; THENCE N87°58'37"W 52.09 FEET TO A POINT OF A 20.21 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S04°30'41"E; THENCE ALONG THE ARC OF SAID CURVE 29.61 FEET THROUGH A CENTRAL ANGLE OF 83°56'28"; THENCE N86°08'20"W 34.03 FEET; THENCE N01°30'42"E 64.80 FEET; THENCE N86°24'22"W 74.90 FEET; THENCE N40°28'57"W 82.72 FEET; THENCE N70°00'52"W 59.25 FEET TO A POINT LOCATED ON THE SOUTH RIGHT OF WAY LINE OF THE SOUTHERN PARKWAY; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING EIGHT (8) COURSES: (1) N23°26'45"E 481.93 FEET; (2) THENCE N23°26'45"E 213.87 FEET; (3) THENCE N23°26'44"E 1000.00 FEET; (4) THENCE N23°26'47"E 217.56 FEET; (5) THENCE N23°26'45"E 482.43 FEET; (6) THENCE N23°26'45"E 505.37 FEET (7) TO A POINT OF A 3738.03 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS \$66°43'07"E; THENCE ALONG THE ARC OF SAID CURVE 1245.33 FEET THROUGH A CENTRAL ANGLE OF 19°05'17"; (8) THENCE N53°11'39"E 276.80 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF A PARCEL WITH A TAX I.D. NO. W-4206 MORE PARTICULARLY DESCRIBED BY SPECIAL WARRANTY DEED, DOCUMENT NO. 20200076291, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING TWENTY ONE (21) COURSES: (1) \$36°26'25"E 196.75 FEET; (2) THENCE \$41°21'21"W 476.30 FEET; (3) THENCE \$22°42'39"E 117.41 FEET; (4) THENCE S09°57'59"E 78.06 FEET; (5) THENCE S42°49'34"W 272.06 FEET; (6) THENCE S47°10'26"E 64.38 FEET; (7) THENCE \$42°49'34"W 34.00 FEET: (8) THENCE \$47°10'26"E 140.00 FEET (9) TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 30.92 FEET THROUGH A CENTRAL ANGLE OF 88°34'13"; (10) THENCE S42°17'03"W 40.67 FEET; (11) THENCE S47°54'21"E 80.00 FEET (12) TO A POINT OF A 50.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS \$47°54'21"E; THENCE ALONG THE ARC OF SAID CURVE 77.91 FEET THROUGH A CENTRAL ANGLE OF 89°16'43": (13) THENCE S48°37'37"E 411.71 FEET; (14) THENCE S51°29'31"E 301.47 FEET; (15) THENCE N38°30'29"E 54.83 FEET; (16) THENCE S51°45'33"E 86.76 FEET (17) TO A POINT OF A 2165.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S55°44'09"E; THENCE ALONG THE ARC OF SAID CURVE 464.47 FEET THROUGH A CENTRAL ANGLE OF 12°17'32"; (18) THENCE N41°10'00"W 93.98 FEET; (19) THENCE N46°48'26"E 55.03 FEET; (20) THENCE S41°10'00"E 94.44 FEET (21) TO A POINT OF A 2165.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS \$41°59'15"E; THENCE ALONG THE ARC OF SAID CURVE 718.74 FEET THROUGH A CENTRAL ANGLE OF 19°01'16"; TO A POINT ON THE SOUTHERLY BOUNDARY OF A PARCEL WITH A TAX I.D. NO. W-4204-A MORE PARTICULARLY DESCRIBED BY QUIT CLAIM DEED, DOCUMENT NO. 20210056592, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING NINE (9) COURSES: (1) \$22°57'38"E 80.08 FEET (2) TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 31.22 FEET THROUGH A CENTRAL ANGLE OF 89°27'01"; (3) TO THE POINT OF A 2065.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 41.48 FEET THROUGH A CENTRAL ANGLE OF 1°09'03"; (4) THENCE S24°39'39"E 155.00 FEET; (5) THENCE

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S45°28'04"E 125.77 FEET; (6) THENCE N44°31'56"E 73.47 FEET; (7) THENCE N44°39'51"E 395.42 FEET; (8) THENCE N44°43'02"E 405.07 FEET; (9) THENCE N44°36'32"E 223.68 FEET TO THE POINT OF BEGINNING.

CONTAINS 10,378,185 SQ FT OR 238.25 ACRES MORE LESS

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	Variable,	Landscaping and vegetation should be cared for
maintenance of	depending on	throughout the year to ensure that proper sediment
vegetation	vegetation and	removal and infiltration is maintained and the
	desired aesthetics	Facilities remain aesthetically appealing.
Remove trash and	As needed or	Trash and debris should be removed regularly to
debris	following each	ensure that the Facilities function properly and
	storm	operate effectively. Trash often collects at inlet and
		outlet structures.
Inspect and	Annually	The inlet and outlet structures should be inspected
maintain inlet and		for damage and proper operation.
outlet structures		
Sediment removal	Variable (2-5 years	The removal of sediment is necessary if the
	is typical)	Facilities begin to lose capacity or effectiveness.

