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

DOC # 20220031906

Agreement Page 1 of 5
Gary Christensen Washington County Recorder
06/21/2022 04:04:19 PM Fee \$ 40.00
By COLE WEST HOME



Storm Water Management BMP
Maintenance Agreement
Washington City, Utah

Tax ID: W-5-2-12-30

WHEREAS, the Property Owner Cole West Home recognizes that the post construction storm water facilities (hereinafter referred to as "Facilities") must be maintained for the development called, Rise at Coral Canyon, 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 may pursue all legal remedies available to the City as a result of the Property Owner's failure to maintain the Facilities, including securing a lien against the real property for such costs unless title is held by the State of Utah. The City will not secure a lien against the Property during such time as title is held by the State of Utah; however, a lien may be placed on the leasehold interests of any lessees of the Property for failure to reimburse the City as set forth herein, in such circumstances.

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

Except as specifically provided in the final sentence of this 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 such 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. During such period of time as the State of Utah, through the School and Institutional Trust Lands Administration or any other state agency, is the owner of the Property, then both the State of Utah (through the applicable agency) and the City shall each be liable for its own negligent acts.

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: 
Eric Day
Authorized Agent of

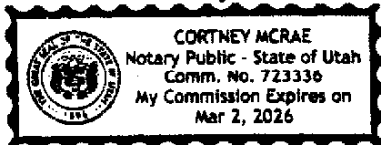
Cole West Home, LLC
a Utah limited liability company


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 20TH day of JUNE, 2022, personally appeared before me ERIC DAY, 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.




NOTARY PUBLIC
Residing at: 2720 E CRIMSON RIDGE DR
ST. GEORGE, UT 84790

My Commission Expires:
03/02/2026

Exhibit A

Storm Water Management BMP Maintenance Agreement
Legal Description(s)

PARCEL: W-5-2-12-30

LEGAL DESCRIPTION -

BEGINNING AT A POINT S1°05'53"W, 451.72 FEET ALONG THE SECTION LINE AND WEST 828.31 FEET FROM THE SECTION CORNER COMMON TO SECTIONS 4, 8 AND 9, T42S, R14W, SLB&M, SAID POINT BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF TELEGRAPH ROAD, A PUBLIC ROADWAY, FILED AS RECORDED NO. 911944 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE S40°58'21"E, 214.98 FEET; THENCE S86°33'29"E, 121.11 FEET; THENCE S18°22'32"E, 95.14 FEET; THENCE S26°05'36"W, 108.58 FEET; THENCE S16°45'16"W, 88.90 FEET; THENCE S3°27'54"E, 187.97 FEET; THENCE S14°41'55"W, 54.08 FEET; THENCE S36°48'09"W, 94.63 FEET; THENCE S58°28'50"W, 208.91 FEET; THENCE S75°38'11"W, 183.28 FEET; THENCE S30°22'04"W, 44.81 FEET; THENCE S17°46'08"W, 228.70 FEET; THENCE S30°42'42"W, 74.94 FEET; THENCE S71°04'53"W, 63.82 FEET; THENCE N86°57'51"W, 140.23 FEET; THENCE N65°24'07"W, 179.28 FEET; THENCE N70°18'42"W, 69.73 FEET; THENCE S87°27'28"W, 176.79 FEET; THENCE S82°51'12"W, 60.12 FEET; THENCE S44°50'45"W, 62.62 FEET; THENCE N48°57'51"W, 223.31 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID TELEGRAPH ROAD; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING THREE (3) COURSES: NORTHEASTERLY 311.97 FEET ALONG THE ARC OF A 1744.48 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°14'47", RADIUS POINT BEARS S48°57'51"E; THENCE N51°16'56"E, 694.38 FEET TO THE POINT OF CURVE OF A 3340.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY 603.78 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°21'27" TO THE POINT OF BEGINNING.

CONTAINING 19.851 ACRES