



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

Storm Water Management BMP
Maintenance Agreement
Washington City, Utah

Tax ID: W-4-2-6-110

WHEREAS, the Property Owner CW THE SOLIS, LLC recognizes that the post construction storm water facilities (hereinafter referred to as "Facilities") must be maintained for the development called, Solis - Phase 1, 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.

Exhibit A

Storm Water Management BMP Maintenance Agreement
Legal Description(s)

PARCEL: W-4-2-6-110

Beginning at a point being South 00°32'42" East 1,022.12 feet along the center section line and East 265.66 feet from the North Quarter Corner of Section 7, Township 42 South, Range 14 West, Salt Lake Base & Meridian, and running;

thence South 81°01'28" East 113.20 feet;

thence North 08°58'32" East 15.56 feet;

thence North 84°31'48" East 66.62 feet;

thence Southeast 37.80 feet along an arc of a 25.00 foot radius curve to the left (center bears South 84°23'49" East, long chord bears South 37°42'38" East 34.30 feet with a central angle of 86° 37'39");

thence South 81°01'28" East 82.56 feet;

thence East 8.08 feet along an arc of a 172.50 foot radius curve to the left (center bears North 08°58'32" East, long chord bears South 82°22'00" East 8.08 feet with a central angle of 02°41'04");

thence South 06°17'28" West 130.33 feet;

thence South 09°02'10" West 357.13 feet;

thence South 10°17'26" East 112.43 feet;

thence South 15°37'06" East 26.22 feet;

thence South 53°08'47" East 100.40 feet;

thence North 39°07'03" East 20.69 feet;

thence North 45°58'06" East 154.38 feet;

thence Northeast 42.16 feet along an arc of a 77.50 foot radius curve to the left (center bears North 44°01'54" West, long chord bears North 30°23'05" East 41.64 feet with a central angle of 31° 10'02");

thence North 14°48'04" East 162.89 feet;

thence South 75°11'56" East 150.00 feet;

thence South 14°48'04" West 23.26 feet;

thence South 75°11'56" East 95.18 feet;

thence South 17°42'52" West 3.50 feet;

thence South 14°48'04" West 33.98 feet;

thence South 75°11'56" East 96.19 feet;

thence South 13°12'27" West 25.56 feet to the Northerly corner of Highland Park Phase 1 at the Coral Canyon Community as found at the Washington County Recorder's Office;

thence Southwesterly the following (3) courses along the Northerly line of said Highland Park Phase 1 at the Coral Canyon Community;

thence Southwest 264.03 feet along an arc of a 467.50 foot radius curve to the right (center bears North 81°54'29" West, long chord bears South 24°16'17" West 260.54 feet with a central angle of 32°21'32");

thence South 40°27'03" West 267.97 feet;

thence South 72°56'16" West 685.35 feet;

thence North 40°28'45" West 327.21 feet;

thence North 46°25'46" West 171.31 feet;

thence North 04°14'38" West 576.08 feet;

thence North 13°25'06" West 148.88 feet;

thence North 76°34'54" East 541.19 feet to the Point of Beginning.

Containing 993,742 square feet or 22.81 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.