

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-WBKS-2-A

WHEREAS, the Property Owner Miller Lance TR recognizes that the post construction storm water facilities (hereinafter referred to as "Facilities") must be maintained for the development called, Crimson Court Subdivision, 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]
Lance Miller, Trustee

Title: Property Owner

- Attachments: Exhibit A Legal Description(s) of Property
- Exhibit B Schedule of Long Term Maintenance Activities
- Exhibit C Storm Water Management Plan

STATE OF Utah
COUNTY OF Washington :SS.

On the 17th day of March, 2023, personally appeared before me Lance Miller, Trustee and _____, 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: Orion

My Commission Expires:
5/26/25

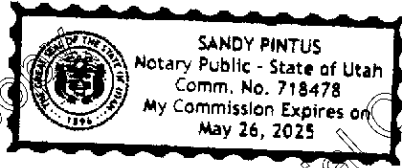


Exhibit A

Storm Water Management BMP Maintenance Agreement

Legal Description(s)

(Parcel - - -)

LEGAL DESCRIPTION - WOOLSEY BLAKE AMD (W) Lot 2 LESS: BEGINNING AT THE
SOUTHEAST CORNER OF LOT 2, WOOLSEY BLAKE SUBDIVISION - AMENDED, ACCORDING TO
THE OFFICIAL PLAT THEREOF, RECORDS OF WASHINGTON COUNTY AND RUNNING THENCE N
00°46'13" W 25.25 FEET ALONG THE EAST LINE OF SAID LOT 2 TO A POINT ON A 719.50 FEET
RADIUS NON-TANGENT CURVE TO THE RIGHT HAVING A RADIAL BEARING OF N 16°12'40" W;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°41'08", A
DISTANCE OF 146.75 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2; THENCE N 89°33'22" E
144.45 FEET ALONG THE SOUTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING,

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. |

Exhibit C

CRIMSON COURT SUBDIVISION

Storm Water Management Plan

Local, State, and Federal laws require that storm drain features be regularly maintained. Because these laws, codes, and regulations change over time, it is essential to have this manual updated every ten years.

Washington City also has adopted an ordinance that requires that the entity responsible for the storm drain features to regularly report the inspections and maintenance. The forms required for reporting these are located at Washington City.

The Washington City Public Works department may be contacted for the updated forms at the following location:

Washington City
1305 East Washington Dam Rd.
Washington, Utah 84780
phone: (435) 656-6318

It is necessary to note that all inspections must be performed by a licensed Civil Engineer, or a qualified post construction storm water inspector.

The following are only general guidelines. Please contact a licensed engineer or Washington City for the most current requirements.

Maintenance of Landscape Strips

The Crimson Court Subdivision contains a block wall and landscape strip separating the lots from the fronting George Washington Boulevard. The landscape strip is to be kept free of debris, trash, weeds, etc. The site has been mass graded, eliminating the natural vegetation allowing the site to be more susceptible to weeds.

To maintain the Landscape Strips, the following is required.

- The areas are to be inspected weekly as per the contract with the HOA's landscaper or maintenance company.
- The project area that has been graded or disturbed is to be inspected and maintained monthly to prevent trash collection or over growth of weeds.
- All nuisance weeds shall be removed as they appear.

Dry Extended Detention Basin

The Crimson Court Subdivision contains a detention basin at the southwest corner of the property. Dry extended detention basins (e.g., dry ponds, extended detention basins, detention ponds, or extended detention ponds) are basins whose outlets have been designed to improve the water quality by allowing sediment particles and associated pollutants to settle and be removed. This detention basin is to be kept free of debris, trash, weeds, etc.

To maintain the Basin, the following is required.

- Maintain the current contours when originally constructed.

- Sediment buildup exceeding ½ foot shall be removed.
- Control vegetation without herbicides or other chemicals.
- Following sediment removal or maintenance of the pond, new rock and landscaping may be required.
- Rip-rap and geo-fabric may be replaced after large storm events, or when it becomes filled with silt.
- Sign shall be maintained, stating that the pond should not be a playground, and it is a settlement control basin.