

WHEN RECORDED RETURN TO
CITY OF SARATOGA SPRINGS CITY RECORDER
1307 N COMMERCE DR, SUITE 200
SARATOGA SPRINGS, UTAH 84045

Tax Id. No. _____

STORM WATER SYSTEM COVENANT

The undersigned Century Communities of Utah, LLC herein after referred to as Owner(s) of Mallard Bay Subdivision, and the storm water system within said subdivision (the "Subject Property") located in Saratoga Springs, State of Utah.

In consideration for approval by the City of Saratoga Springs (the City) of a land development project on the Subject Property, the Owner(s), do hereby agree to be responsible for the storm water system on said Subject Property, described herein.

This storm water system location situated in the County of Utah, State of Utah, and more particularly described as follows:

As described by Exhibit A

Furthermore, and in consideration for approval by the City, Owner(s), hereby agree(s) to construct the storm water system attached hereto as Exhibit B.

Furthermore, the undersigned Owner(s) of the Subject Property, covenant and agree to the following:

1. To maintain, preserve and protect said storm water system, particularly storm water conveyance, treatment, and detention improvements, as it was intended for the purpose of storm water pollution prevention and flood control.
2. To ensure that said system shall not be modified from the design originally approved by the City without the City's written approval.
3. That the City may enforce the terms of this covenant by requiring any Owner(s) of said Subject Property to specifically perform the conditions of this covenant.
4. To reimburse all legal and attorney costs the City incurs in the event that the City pursues legal action to enforce this covenant.
5. To indemnify, defend, and hold the City harmless from any liability associated with said system.

Finally, the undersigned Owner(s), of the Subject Property, hereby agree that the City, its officers, employees, agents, representatives, contractors and assigns shall have the

right of ingress to and egress on the above described property to inspect, measure, and sample said storm water system for such purposes to verify maintenance, preservation and the protection of said storm water system.

This covenant and agreement shall run with the land and be binding upon ourselves, any future owners, encumbrancers, and any successors, heirs, or assignees, and shall continue in perpetuity, regardless of whether the property is occupied. I/we agree to pay all recording costs to have this covenant recorded on the Subject Property with the Utah County Recorder's Office.

SO AGREED this 15th day of May 20 18.

PROPERTY OWNER(S)

By: [Signature] Title: PRESIDENT
By: [Signature] Title: _____

STATE OF Utah)
) ss.
COUNTY OF UTAH)

The above instrument was acknowledged before me by Todd Amberry, this 15th day of May, 20 18.

Jacori L. Christensen
Notary Public
Residing in: Utah County

My commission expires: October 9, 2019

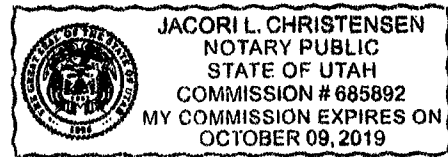
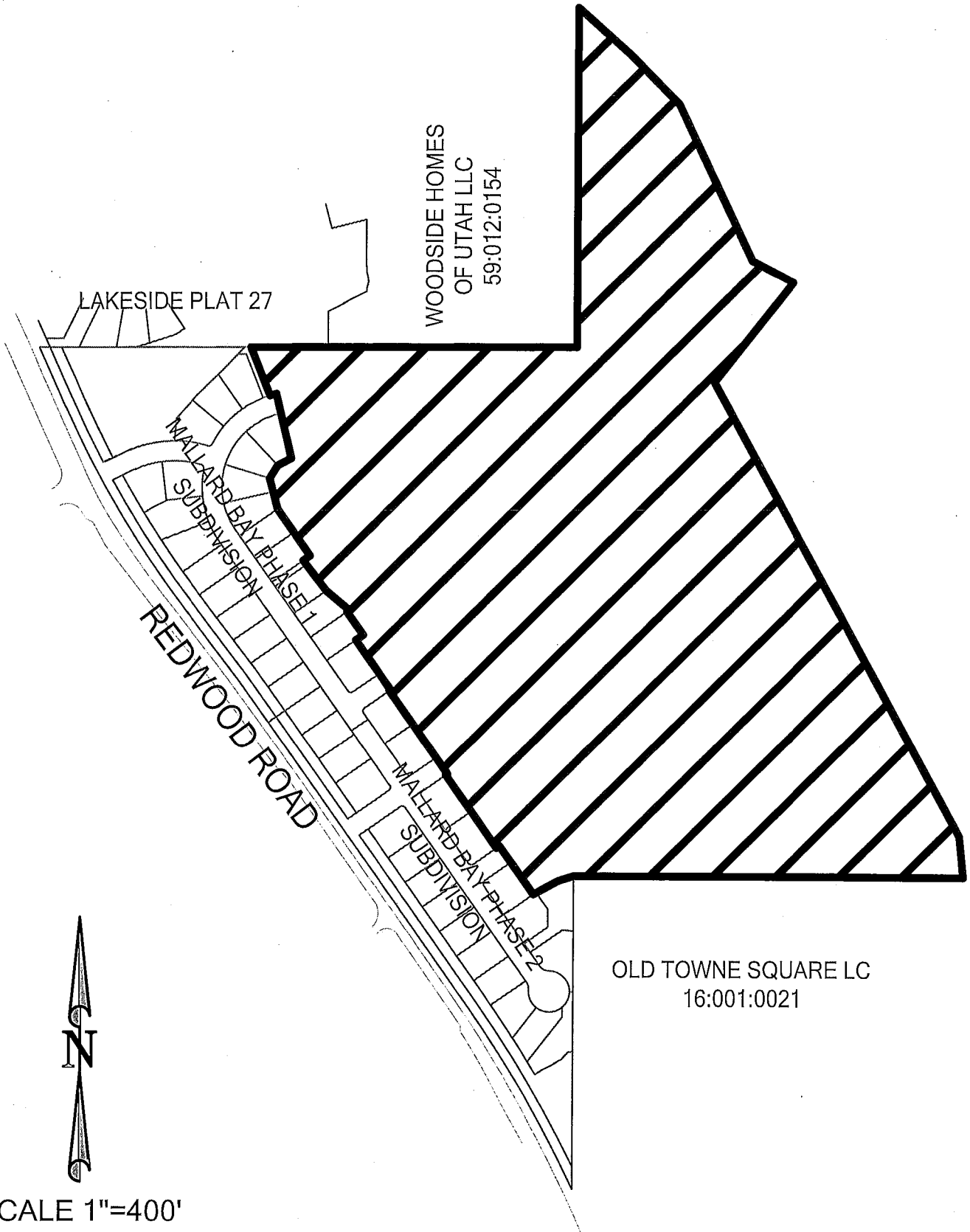


Exhibit A

Temporary Storm Drain Blanket Easement

To include property as described below

Beginning at East Quarter Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian (basis of bearings is North 89°49'52" East between the West Quarter Corner and the East Quarter Corner of said Section 12) and running thence North 00°08'57" East along the Section line through a meander corner monument 956.01 feet more or less to the Utah Lake boundary ; thence South 48°00'21" East 199.20 feet; thence along the Utah Lake boundary as established by a stipulation dated January 24, 2006, Entry No. 8392:2006, of official records the following (6) courses: South 44°35'15" East 193.92 feet, and South 25°07'19" East 485.17 feet, and South 62°07'26" East 130.15 feet, and South 38°10'35" West 358.06 feet, and South 28°26'03" East 1452.55 feet, and South 05°23'09" East 116.73 feet; thence North 89°59'12" West 1094.74 feet to the East line of said Section 12; thence South 00°13'19" West 879.18 feet along said East line to the Easterly right-of-way of Redwood Road and a point on a 3307.04 foot radius non tangent curve to the left, (radius bears South 65°08'00" West); thence along said Easterly line the following (6) courses: along the arc of said curve 589.94 feet through a central angle of 10°13'15", and North 35°05'15" West 1120.43 feet, and North 37°07'45" West 256.07 feet to a point on a 2831.79 foot radius tangent curve to the right, (radius bears North 52°52'15" East), and along the arc of said curve 661.17 feet through a central angle of 13°22'39", and North 23°52'14" West 180.36 feet to the Quarter Section Line; thence North 89°49'52" East 1509.38 feet along said Quarter Section Line to the point of beginning. Property contains 75.121 acres.



WOODSIDE HOMES
OF UTAH LLC
59:012:0154

OLD TOWNE SQUARE LC
16:001:0021



SCALE 1"=400'



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WEST JORDAN, UT 84068
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XX
XX

PREPARED FOR: xx

Exhibit B

Storm Drain System Description

All underground and surface infrastructure to convey, detain, treat, and discharge all onsite storm water. The improvements will include catch basins and combo boxes, underground piping, surface channels, a detention pond near the edge of Utah Lake where water will be detained prior to treatment, a treatment device, and an outflow structure with a lined discharge channel leading to Utah Lake. The waters final destination as it pertains to the proposed site is Utah Lake.