THE WAY

14139573 B: 11437 P: 7981 Total Pages: 35 08/10/2023 03:41 PM By: dsalazar Fees: \$0.00 Rashelle Hobbs, Recorder, Salt Lake County, Utah Return To: HERRIMAN 5355 W HERIMAN MAIN STHERRIMAN, UT 84096

When recorded, mail to:

Herriman City Recorder 5355 West Herriman Main Street Herriman UT 84096

Affects Parcel No: Mountain Proge Phys 3-4,9-16 3306326014, 3306326053,3306406001,3306327034,3306327001,3306329001,330633001 3306401000, 3306326160
3306326014, 3306326053, 3306406001, 3306327034, 3306327001, 3306324001, 3306338001
330401000, 3306326160
LONG-TERM STORMWATER MAINTENANCE AGREEMENT
For the Mountain Public Pilms 3-4, 9-16 property
THIS STORMWATER MAINTENANCE AGREEMENT (this "Agreement") is made and
entered into this day of Autor, 2023, by and between Herriman City, a
municipal corporation of the State of Utah (the "City") and
EDGE MOUSE POSSE LLL (the "Owner") whose address is
13702 5. 200 W. DARRER, UTAIL 34020
DECKEAL C

RECITALS

- A. The City is authorized and required to regulate and control the disposition of storm and surface waters within the City, as set forth in the Herriman City Code, as amended ("Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in Utah Code Ann § 19-5-101, et seq., as amended (the "Act").
- B. The Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in exhibit "A," attached hereto and incorporated herein by this reference (the "Property"), which property is subject to the regulations described above.
- C. The Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; and
- D. In order to facilitate these anticipated developments to the Property, the Owner desires to build and maintain, at Owner's expense, storm and surface water management facilities, including structures, improvements, grading and drainage plans and/or vegetation to control the quantity and quality of the storm water (the "Stormwater Facilities"); and
- E. The Stormwater Facilities are shown in the final site plan or subdivision approved for the Property, in any related engineering drawings, and in any amendments thereto, which plans and drawings are on file in the Herriman City Engineering Department, and are hereby incorporated herein by this reference (the "Development Plan"); and

- F. A detailed description of the Stormwater Facilities, which includes the operation and routine maintenance procedures required to enable the Stormwater Facilities to perform their designed functions (the "Long-Term Stormwater Management Plan"), is attached hereto as exhibit "B" and is incorporated herein by this reference; and
- G. As a condition of the Development Plan approval, and as required by the Jordan Valley Municipalities UTS000001 MS4 ("UPDES Permit") from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Long-Term Stormwater Management Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Long-Term Stormwater Management Plan the parties agree as follows:

- 1. <u>Construction of Stormwater Facilities</u>. The Owner shall, at its sole cost and expense, construct the Stormwater Facilities in strict accordance with the Development Plan, specifications, and any amendments thereto which have been approved by the City or its agent.
- 2. <u>Maintenance of Stormwater Facilities</u>. The Owner shall, at its sole cost and expense, operate and maintain the Stormwater Facilities in strict accordance with the Long-Term Stormwater Management Plan. Owner's maintenance obligations shall be limited to structures, systems, and appurtenances on Owner's land, including all system and appurtenance built to convey stormwater, as well as all structures, improvements, and vegetation provided solely to control the quantity and quality of the stormwater. Maintenance, for purposes of this Agreement, is defined as good working condition so that the Stormwater Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Stormwater Facilities in good working condition.
- 3. Annual Maintenance Report. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to City's annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Stormwater Facilities. The annual inspection shall cover all aspects of the Stormwater Facilities, including, but not limited to, the parking lots, structural improvements, berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by June 30, of each year and shall be in a form provided by the City and attached hereto as exhibit "C" attached hereto and incorporated herein by this reference.

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- 4. Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice of not less than three business days to the Owner. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are adequately maintained, are continuing to perform in an adequate manner, and are in compliance with all applicable laws, regulations, rules, and ordinances, as well as the Long-Term Stormwater Management Plan.
- 5. <u>Notice of Deficiencies</u>. If the City or its agent finds the Stormwater Facilities contain any defects or are not being maintained adequately, the City or its agent shall send the Owner written notice of the defects or deficiencies and provide the Owner with reasonable time to cure such defects or deficiencies, as provided in Herriman City Code. Such notice shall be sent certified mail to the Owner's address set forth above.
- 6. Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Stormwater Facilities as may be determined as reasonably necessary by the City or its agent within the required cure period to ensure the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.
- 7. <u>Corrective Action</u>. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the City agent, the City or its agent may proceed with any enforcement mechanism provided in Herriman City Code. The City or its agent may also give written notice that the Stormwater Facilities will be disconnected from the City's municipal separate storm sewer system. Any damage resulting from the disconnected system will be the Owner's responsibility. It is expressly understood and agreed that neither the City nor its agent are under any obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City or its agent. The actions described in this Section are in addition to and not in lieu of the legal remedies available to the City as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.
- 8. Reimbursement of Costs. In the event the City or its agent, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, use of equipment, supplies, materials, and the like related to storm drain disconnection from the City's municipal separate storm sewer system, the Owner shall reimburse the City or its agent upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City or it agent. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorney's fees and court costs, incurred by the City or its agent in collection of delinquent payments. The Owner hereby authorizes the City or its agent to assess any of the above-described costs, if remained unpaid, by recording a lien against the Property.
- 9. <u>Successors and Assigns</u>. This Agreement shall be recorded in the office of the County Recorder and the covenants and agreements contained herein shall run with the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind

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and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein. If the property is sold, the parties may execute an assignment of this Agreement and release of the seller's liability upon the City's consent and agreement.

- 10. <u>Severability Clause</u>. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors and assigns, is held invalid, the remainder of this Agreement shall not be affected thereby.
- 11. <u>Utah Law and Venue</u>. This Agreement shall be interpreted under the laws of the State of Utah. Suits for any claims or for any breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Salt Lake County, Utah.
- 12. <u>Indemnification</u>. This Agreement imposes no liability of any kind whatsoever on the City or its agent. The Owner hereby agrees to indemnify and hold the City and its officers, employees, agents and representatives from and against all actions, claims, lawsuits, proceedings, liability, damages, losses, and expenses (including attorneys' fees and court costs) that result from the performance of this agreement, but only to the extent the same are caused by any negligent or wrongful act or omissions of the Owner, and the Owner's officers, employees, agents, and representatives.
- 13. <u>Amendments</u>. This Agreement shall not be modified except by written instrument executed by the City and the owner of the Property at the time of modification, and no modification shall be effective until recorded in the office of the County Recorder.
- 14. <u>Subordination Requirement</u>. If there is a lien, trust deed or other property interest Recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to this Agreement.
- 15. <u>Exhibits and Recitals</u>. The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties have signed and subscribed their names hereon and have caused this Agreement to be duly executed as of the day and year first set forth above.

OWNER

By: Turk lado
Title: Manady
By:
Title:
SHELLEY MAE KING
NOTARY PUBLIC STATE OF UTAH
THE PART OF THE PART OF THE OF

OWNER ACKNOWLEDGMENT

STATE OF UTAH)	
	:ss.	
COUNTY OF SALT LAKE)	



On the 26 day of July, 2023, before me She (ley kind, personally appeared Seve Maddex, who being by me duly sworn did say that he is the Manager of Fage Mountain Ridge, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

HERRIMAN CITY

Blake Thomas, City Engineer

ATTEST

om, MMC City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
COLDIENTOR CALLET AND	:ss.
COUNTY OF SALT LAK	
On the day of Aug	duly sworn, did say that he is the City Engineer of Herriman City, a
	State of Utah, and that said instrument was signed in behalf of the City
	ncil and said City Engineer acknowledged to me that the City executed
the same.	

Notary Public State of Utah My Commission Expires on: May 21, 2014 Comm Number: 712162

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Exhibit A (Legal Description)

Mountain Ridge Subdivision – Phase 3

A parcel of land situate in the Southwest and Southeast Quarters of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being North 89°50′58″ West 3,164.01 feet along the section line and South 277.15 feet from the East Quarter Corner of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 12°43'23" East 60.00 feet;

thence Southwesterly 3.33 feet along the arc of a 273.50 foot radius curve to the left (center bears South 12°43'23" East and the chord bears South 76°55'43" West 3.33 feet with a central angle of 00°41'48");

thence Southeasterly 212.58 feet along the arc of a 677.40 foot radius curve to the left (center bears North 62°19'09" East and the chord bears South 36°40'16" East 211.71 feet with a central angle of 17°58'50");

thence South 45°39'55" East 84.52 feet;

thence Northeasterly 117.06 feet along the arc of a 326.50 foot radius curve to the right (center bears South 20°32'32" East and the chord bears North 79°43'44" East 116.43 feet with a central angle of 20°32'32");

thence East 196.43 feet;

thence Northeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears North and the chord bears North 45°00'00" East 21.21 feet with a central angle of 90°00'00");

thence East 53.00 feet;

thence Southeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears East and the chord bears South 45°00'00" East 21.21 feet with a central angle of 90°00'00");

thence South 00°16'36" East 53.00 feet;

thence Southwesterly 24.23 feet along the arc of a 15.00 foot radius curve to the left (center bears South and the chord bears South 43°43'30" West 21.68 feet with a central angle of 92°32'59");

thence Southeasterly 141.45 feet along the arc of a 273.50 foot radius curve to the left (center bears North 87°27'01" East and the chord bears South 17°21'59" East 139.88 feet with a central angle of 29°37'59");

thence South 32°10'59" East 108.02 feet;

thence South 57°49'01" West 53.00 feet;

thence Southwesterly 23.90 feet along the arc of a 15.00 foot radius curve to the right (center bears South 57°49'01" West and the chord bears South 13°27'55" West 21.45 feet with a central angle of 91°17'48");

thence Southwesterly 5.60 feet along the arc of a 426.50 foot radius curve to the left (center bears South 30°53'11" East and the chord bears South 58°44'15" West 5.60 feet with a central angle of 00°45'09");

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thence South 58°21'40" West 111.48 feet;

thence South 64°04'18" West 70.35 feet;

thence South 58°21'40" West 45.76 feet to the Northeasterly Right-of-Way Line of Sentinel Ridge Boulevard;

thence along said Northeasterly Right-of-Way Line the following three (3) courses:

- (1) Northwesterly 119.23 feet along the arc of a 975.00 foot radius curve to the left (center bears South 51°20'41" West and the chord bears North 42°09'30" West 119.15 feet with a central angle of 07°00'23");
 - (2) North 45°39'42" West 433.72 feet;
- (3) Northwesterly 331.59 feet along the arc of a 825.00 foot radius curve to the right (center bears North 44°20'18" East and the chord bears North 34°08'50" West 329.36 feet with a central angle of 23°01'43");

thence North 63°00'41" East 40.66 feet;

thence North 66°28'45" East 66.61 feet;

thence Northeasterly 56.83 feet along the arc of a 333.50 foot radius curve to the right (center bears South 22°29'11" East and the chord bears North 72°23'43" East 56.76 feet with a central angle of 09°45'48") to the point of beginning.

Contains 222,420 Square Feet or 5.106 Acres and 41 Units

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A parcel of land situate in the Southwest and Southeast Quarters of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being North 89°50′58″ West 2,021.86 feet along the section line and South 437.15 feet from the East Quarter Corner of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 130.90 feet;

thence Southeasterly 80.34 feet along the arc of a 170.00 foot radius curve to the left (center bears East and the chord bears South 13°32'20" East 79.60 feet with a central angle of 27°04'40");

thence South 27°04'40" East 78.72 feet;

thence Southeasterly 97.89 feet along the arc of a 230.00 foot radius curve to the right (center bears South 62°55'20" West and the chord bears South 14°53'04" East 97.16 feet with a central angle of 24°23'12");

thence North 88°16'44" West 60.24 feet;

thence Southwesterly 24.67 feet along the arc of a 15.00 foot radius curve to the right (center bears South 85°44'47" West and the chord bears South 42°52'15" West 21.98 feet with a central angle of 94°14'56");

thence South 89°59'43" West 301.92 feet;

thence Southwesterly 149.02 feet along the arc of a 426.50 foot radius curve to the left (center bears South 00°00'17" East and the chord bears South 79°59'08" West 148.26 feet with a central angle of 20°01'09");

thence Northwesterly 20.38 feet along the arc of a 15.00 foot radius curve to the right (center bears North 20°01'26" West and the chord bears North 71°06'12" West 18.85 feet with a central angle of 77°50'28");

thence North 32°10'59" West 117.81 feet;

thence Northwesterly 141.45 feet along the arc of a 273.50 foot radius curve to the right (center bears North 57°49'01" East and the chord bears North 17°21'59" West 139.88 feet with a central angle of 29°37'59");

thence Northeasterly 24.23 feet along the arc of a 15.00 foot radius curve to the right (center bears North 87°27'01" East and the chord bears North 43°43'30" East 21.68 feet with a central angle of 92°32'59");

thence North 00°02'28" West 53.00 feet;

thence Northwesterly 23.78 feet along the arc of a 15.00 foot radius curve to the right (center bears North 00°49'55" West and the chord bears North 45°24'47" West 21.37 feet with a central angle of 90°50'17");

thence West 53.00 feet;

thence North 89.40 feet;

thence East 148.19 feet;

thence North 4.14 feet;

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thence East 315.90 feet; thence South 4.14 feet; thence East 155.19 feet to the point of beginning.

Contains 228,343 Square Feet or 5.242 Acres and 10 Lots and 39 Units

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A parcel of land situate in the Southwest Quarter of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being North 89°50′58″ West 2,588.13 feet along the section line and South 252.45 feet from the East Quarter Corner of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence Southeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears East and the chord bears South 45°00'00" East 21.21 feet with a central angle of 90°00'00");

thence South 60.00 feet;

thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears South and the chord bears South 45°00'00" West 21.21 feet with a central angle of 90°00'00");

thence South 96.19 feet;

thence West 53.00 feet;

thence South 89.40 feet;

thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears West and the chord bears South 45°00'00" West 21.21 feet with a central angle of 90°00'00");

thence West 196.43 feet;

thence Southwesterly 117.06 feet along the arc of a 326.50 foot radius curve to the left (center bears South and the chord bears South 79°43'44" West 116.43 feet with a central angle of 20°32'32");

thence North 45°39'55" West 84.52 feet;

thence Northwesterly 212.58 feet along the arc of a 677.40 foot radius curve to the right (center bears North 44°20'20" East and the chord bears North 36°40'16" West 211.71 feet with a central angle of 17°58'50");

thence Northeasterly 3.33 feet along the arc of a 273.50 foot radius curve to the right (center bears South 13°25'11" East and the chord bears North 76°55'43" East 3.33 feet with a central angle of 00°41'48");

thence North 12°43'23" West 60.00 feet;

thence Northeasterly 74.06 feet along the arc of a 333.50 foot radius curve to the right (center bears South 12°43'23" East and the chord bears North 83°38'19" East 73.90 feet with a central angle of 12°43'23");

thence East 434.42 feet;

thence Northeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears North and the chord bears North 45°00'00" East 21.21 feet with a central angle of 90°00'00");

thence East 53.00 feet to the point of beginning.

Contains 138,137 Square Feet or 3.171 Acres and 32 Units

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A parcel of land situate in the Southwest Quarter of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Westerly Right-of-Way Line of the Provo Reservoir Canal, said point being North 89°50′58″ West 1,541.15 feet along the section line from the East Quarter Corner of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 33°11'55" East 39.51 feet along said Westerly Right-of-Way Line; thence North 89°50'58" West 487.30 feet;

thence Southwesterly 23.60 feet along the arc of a 15.00 foot radius curve to the left (center bears South 00°09'02" West and the chord bears South 45°04'31" West 21.24 feet with a central angle of 90°09'02");

thence South 389.11 feet

thence West 155.19 feet;

thence North 4.14 feet;

thence West 315.90 feet;

thence South 4.14 feet;

thence West 95.19 feet;

thence North 96.19 feet:

thence Northeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears East and the chord bears North 45°00'00" East 21.21 feet with a central angle of 90°00'00");

thence North 60.00 feet;

thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North and the chord bears North 45°00'00" West 21.21 feet with a central angle of 90°00'00");

thence West 53.00 feet;

thence North 252.59 feet;

thence South 89°50'58" East 1,099.98 feet to the point of beginning.

Contains 275,314 Square Feet or 6.320 Acres and 28 Lots

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A parcel of land situate in the Southwest Quarter of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Westerly Right-of-Way Line of Sentinel Ridge Boulevard, said point being North 89°50′58″ West 3,127.57 feet along the section line and South 782.51 feet from the East Quarter Corner of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 45°39'42" East 312.32 feet;

thence Southeasterly 177.93 feet along the arc of a 855.00 foot radius curve to the right (center bears South 44°20'19" West and the chord bears South 39°42'00" East 177.60 feet with a central angle of 11°55'24") to the Northeast Corner of Lot 1 of Autumn Crest Seminary Subdivision, recorded August 6, 2019 as Entry No. 13045935 in Book 2019P at Page 217 in the Office of the Salt Lake County Recorder;

thence South 64°40′08″ West 162.15 feet (record South 64°39′55″ East) along the Northerly boundary line of said Lot 1 to the Northwest Corner of said Lot 1;

thence South 67°32'18" West 18.58 feet;

thence Southwesterly 206.58 feet along the arc of a 633.50 foot radius curve to the right (center bears North 31°38'20" West and the chord bears South 67°42'10" West 205.66 feet with a central angle of 18°41'01");

thence North 12°57'19" West 60.00 feet;

thence Northeasterly 25.83 feet along the arc of a 15.00 foot radius curve to the left (center bears North 12°57'19" West and the chord bears North 27°43'21" East 22.75 feet with a central angle of 98°38'39");

thence Northwesterly 114.86 feet along the arc of a 273.50 foot radius curve to the left (center bears South 68°24'02" West and the chord bears North 33°37'50" West 114.02 feet with a central angle of 24°03'44");

thence North 45°39'42" West 175.24 feet;

thence North 44°20'18" East 53.00 feet;

thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 44°20'18" East and the chord bears North 00°39'42" West 21.21 feet with a central angle of 90°00'00");

thence North 44°20'18" East 182.87 feet;

thence Northeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears South 45*39'42" East and the chord bears North 89°20'18" East 21.21 feet with a central angle of 90°00'00");

thence North 44°20'18" East 32.51 feet to the point of beginning.

Contains 139,495 Square Feet or 3.202 Acres and 28 Units

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A parcel of land situate in the Southwest Quarter of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being North 89°50′58″ West 3,433.83 feet along the section line and South 367.30 feet from the East Quarter Corner of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence Southeasterly 400.25 feet along the arc of a 945.00 foot radius curve to the left (center bears North 68°36'21" East and the chord bears South 33°31'40" East 397.27 feet with a central angle of 24°16'03");

thence South 45°39'42" East 121.40 feet;

thence South 44°20'18" West 32.51 feet;

thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears South 44°20'18" West and the chord bears South 89°20'18" West 21.21 feet with a central angle of 90°00'00");

thence South 44°20'18" West 182.87 feet;

thence Southeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears South 45°39'42" East and the chord bears South 00°39'42" East 21.21 feet with a central angle of 90°00'00");

thence South 44°20'18" West 53.00 feet;

thence North 45°39'42" West 7.08 feet;

thence Northwesterly 20.25 feet along the arc of a 15.00 foot radius curve to the left (center bears South 44°20'18" West and the chord bears North 84°20'07" West 18.75 feet with a central angle of 77°20'50");

thence Southwesterly 25.00 feet along the arc of a 276.50 foot radius curve to the right (center bears North 33°00'32" West and the chord bears South 59°34'52" West 24.99 feet with a central angle of 05°10'48");

thence North 27°49'44" West 53.00 feet;

thence Northeasterly 28.23 feet along the arc of a 15.00 foot radius curve to the left (center bears North 27°49'44" West and the chord bears North 08°15'17" East 24.24 feet with a central angle of 107°49'58");

thence North 45°39'42" West 28.37 feet;

thence Northwesterly 28.40 feet along the arc of a 1,243.36 foot radius curve to the right (center bears North 44°20'18" East and the chord bears North 45°00'27" West 28.40 feet with a central angle of 01°18'31");

thence North 82°18'37" West 20.96 feet;

thence Northwesterly 123.76 feet along the arc of a 1,256.36 foot radius curve to the right (center bears North 46°24'02" East and the chord bears North 40°46'39" West 123.71 feet with a central angle of 05°38'38");

thence North 00°45'19" East 20.96 feet;

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thence Northwesterly 34.35 feet along the arc of a 1,243.36 foot radius curve to the right (center bears North 52°47'54" East and the chord bears North 36°24'37" West 34.35 feet with a central angle of 01°34'58");

thence North 35°37'09" West 113.55 feet;

thence Northwesterly 193.36 feet along the arc of a 326.50 foot radius curve to the right (center bears North 54°22'51" East and the chord bears North 18°39'12" West 190.55 feet with a central angle of 33°55'53");

thence Northwesterly 23.21 feet along the arc of a 15.00 foot radius curve to the left (center bears South 88°18'45" West and the chord bears North 46°00'23" West 20.96 feet with a central angle of 88°38'17");

thence North 00°19'32" West 60.00 feet;

thence North 89°40'28" East 182.98 feet;

thence Northeasterly 2.65 feet along the arc of a 36.00 foot radius curve to the left (center bears North 00°19'32" West and the chord bears North 87°34'04" East 2.65 feet with a central angle of 04°12'48");

thence North 85°27'41" East 37.16 feet;

thence Northeasterly 4.71 feet along the arc of a 64.00 foot radius curve to the right (center bears South 04°32'19" East and the chord bears North 87°34'04" East 4.71 feet with a central angle of 04°12'48");

thence North 89°40'28" East 18.34 feet;

thence Northeasterly 10.42 feet along the arc of a 163.50 foot radius curve to the left (center bears North 00°19'32" West and the chord bears North 87°50'57" East 10.42 feet with a central angle of 03°39'03");

thence Northeasterly 37.50 feet along the arc of a 20.00 foot radius curve to the left (center bears North 03°58'35" West and the chord bears North 32°18'53" East 32.24 feet with a central angle of 107°25'04") to the point of beginning.

Contains 181,159 Square Feet or 4.159 Acres and 34 Units

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A parcel of land situate in the Southwest Quarter of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being North 89°50′58″ West 2,937.31 feet along the section line and South 1,206.31 feet from the East Quarter Corner of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 25°19'52" East 249.83 feet; thence South 89°59'44" West 1,139.27 feet; thence North 00°21'29" West 100.00 feet; thence South 89°59'44" West 47.32 feet; thence North 00°19'32" West 80.48 feet;

thence North 89°40'28" East 107.00 feet;

thence Northeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears North 00°19'32" West and the chord bears North 44°40'28" East 21.21 feet with a central angle of 90°00'00");

thence North 89°40'28" East 53.00 feet;

thence Southeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears North 89°40'28" East and the chord bears South 45°19'32" East 21.21 feet with a central angle of 90°00'00");

thence North 89°40'28" East 544.58 feet;

thence Northeasterly 126.42 feet along the arc of a 573.50 foot radius curve to the left (center bears North 00°19'32" West and the chord bears North 83°21'35" East 126.16 feet with a central angle of 12°37'47");

thence South 12°56'16" East 60.00 feet;

thence Northeasterly 206.60 feet along the arc of a 633.50 foot radius curve to the left (center bears North 12°57'13" West and the chord bears North 67°42'13" East 205.68 feet with a central angle of 18°41'07");

thence North 67°32'18" East 18.58 feet to the point of beginning.

Contains 205,115 Square Feet or 4.709 Acres and 40 Units

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A parcel of land situated in the Southwest Quarter of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being North 89°50′58″ West 3,433.83 feet along the section line and South 367.30 feet from the East Quarter Corner of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence Southeasterly 400.25 feet along the arc of a 945.00 foot radius curve to the left (center bears North 68°36'21" East and the chord bears South 33°31'40" East 397.27 feet with a central angle of 24°16'03");

thence South 45°39'42" East 121.40 feet;

thence South 44°20'18" West 32.51 feet;

thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears South 44°20'18" West and the chord bears South 89°20'18" West 21.21 feet with a central angle of 90°00'00");

thence South 44°20'18" West 182.87 feet;

thence Southeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears South 45°39'42" East and the chord bears South 00°39'42" East 21.21 feet with a central angle of 90°00'00");

thence South 44°20'18" West 53.00 feet;

thence North 45°39'42" West 7.08 feet;

thence Northwesterly 20.25 feet along the arc of a 15.00 foot radius curve to the left (center bears South 44°20'18" West and the chord bears North 84°20'07" West 18.75 feet with a central angle of 77°20'50");

thence Southwesterly 25.00 feet along the arc of a 276.50 foot radius curve to the right (center bears North 33°00'32" West and the chord bears South 59°34'52" West 24.99 feet with a central angle of 05°10'48");

thence North 27°49'44" West 53.00 feet;

thence Northeasterly 28.23 feet along the arc of a 15.00 foot radius curve to the left (center bears North 27°49'44" West and the chord bears North 08°15'17" East 24.24 feet with a central angle of 107°49'58");

thence North 45°39'42" West 28.37 feet;

thence Northwesterly 28.40 feet along the arc of a 1,243.36 foot radius curve to the right (center bears North 44°20'18" East and the chord bears North 45°00'27" West 28.40 feet with a central angle of 01°18'31");

thence North 82°18'37" West 20.96 feet;

thence Northwesterly 123.76 feet along the arc of a 1,256.36 foot radius curve to the right (center bears North 46°24'02" East and the chord bears North 40°46'39" West 123.71 feet with a central angle of 05°38'38");

thence North 00°45'19" East 20.96 feet;

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thence Northwesterly 34.35 feet along the arc of a 1,243.36 foot radius curve to the right (center bears North 52°47'54" East and the chord bears North 36°24'37" West 34.35 feet with a central angle of 01°34'58");

thence North 35°37'09" West 113.55 feet;

thence Northwesterly 193.36 feet along the arc of a 326.50 foot radius curve to the right (center bears North 54°22'51" East and the chord bears North 18°39'12" West 190.55 feet with a central angle of 33°55'53");

thence Northwesterly 23.21 feet along the arc of a 15.00 foot radius curve to the left (center bears South 88°18'45" West and the chord bears North 46°00'23" West 20.96 feet with a central angle of 88°38'17");

thence North 00°19'32" West 60.00 feet;

thence North 89°40'28" East 182.98 feet;

thence Northeasterly 2.65 feet along the arc of a 36.00 foot radius curve to the left (center bears North 00°19'32" West and the chord bears North 87°34'04" East 2.65 feet with a central angle of 04°12'48");

thence North 85°27'41" East 37.16 feet;

thence Northeasterly 4.71 feet along the arc of a 64.00 foot radius curve to the right (center bears South 04°32'19" East and the chord bears North 87°34'04" East 4.71 feet with a central angle of 04°12'48");

thence North 89°40'28" East 18.34 feet;

thence Northeasterly 10.42 feet along the arc of a 163.50 foot radius curve to the left (center bears North 00°19'32" West and the chord bears North 87°50'57" East 10.42 feet with a central angle of 03°39'03");

thence Northeasterly 37.50 feet along the arc of a 20.00 foot radius curve to the left (center bears North 03°58'35" West and the chord bears North 32°18'53" East 32.24 feet with a central angle of 107°25'04") to the point of beginning.

Contains 181,159 Square Feet or 4.159 Acres and 34 Units

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A parcel of land situate in the Southwest Quarter of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being North 89°50′58″ West 3,707.18 feet along the section line and South 400.05 feet from the East Quarter Corner of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 00°19'32" East 60.00 feet;

thence Southeasterly 23.21 feet along the arc of a 15.00 foot radius curve to the right (center bears South 00°19'32" East and the chord bears South 46°00'23" East 20.96 feet with a central angle of 88°38'17");

thence Southeasterly 193.36 feet along the arc of a 326.50 foot radius curve to the left (center bears North 88°18'45" East and the chord bears South 18°39'12" East 190.55 feet with a central angle of 33°55'53");

thence South 35°37'09" East 113.55 feet;

thence Southeasterly 34.35 feet along the arc of a 1,243.36 foot radius curve to the left (center bears North 54°22'51" East and the chord bears South 36°24'37" East 34.35 feet with a central angle of 01°34'58");

thence South 00°45'19" West 20.96 feet;

thence Southeasterly 123.76 feet along the arc of a 1,256.36 foot radius curve to the left (center bears North 52°02'40" East and the chord bears South 40°46'39" East 123.71 feet with a central angle of 05°38'38");

thence South 82°18'37" East 20.96 feet;

thence Southeasterly 28.40 feet along the arc of a 1,243.36 foot radius curve to the left (center bears North 45°38'49" East and the chord bears South 45°00'27" East 28.40 feet with a central angle of 01°18'31");

thence South 45°39'42" East 28.37 feet;

thence Southwesterly 28.23 feet along the arc of a 15.00 foot radius curve to the right (center bears South 44°20'18" West and the chord bears South 08°15'17" West 24.24 feet with a central angle of 107°49'58");

thence Southwesterly 107.29 feet along the arc of a 223.50 foot radius curve to the right (center bears North 27°49'44" West and the chord bears South 75°55'22" West 106.26 feet with a central angle of 27°30'13");

thence South 89°40'28" West 320.44 feet;

thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 00°19'32" West and the chord bears North 45°19'32" West 21.21 feet with a central angle of 90°00'00");

thence South 89°40'28" West 53.00 feet;

thence South 00°19'32" East 72.50 feet;

thence South 89°40'28" West 122.00 feet;

thence North 00°19'32" West 640.84 feet;

thence North 89°40'28" East 315.76 feet to the point of beginning.

Contains 259,115 Square Feet or 5.948 Acres and 57 Units.

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A parcel of land situate in the Southwest Quarter of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point North 89°50′58″ West 2,641.14 feet along the section line from the East Quarter Corner of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 252.59 feet;

thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears West and the chord bears South 45°00'00" West 21.21 feet with a central angle of 90°00'00");

thence West 434.42 feet;

thence Southwesterly 130.89 feet along the arc of a 333.50 foot radius curve to the left (center bears South and the chord bears South 78°45'24" West 130.05 feet with a central angle of 22°29'11");

thence South 66°28'45" West 66.61 feet;

thence South 63°00'41" West 40.66 feet;

thence Northwesterly 314.33 feet along the arc of a 825.00 foot radius curve to the right (center bears North 67°22'01" East and the chord bears North 11°43'05" West 312.43 feet with a central angle of 21°49'48");

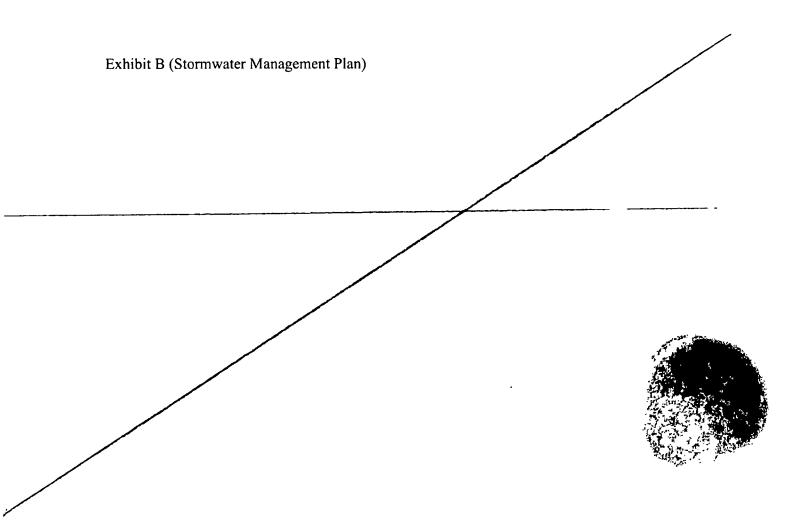
thence South 89°51'00" East 24.87 feet;

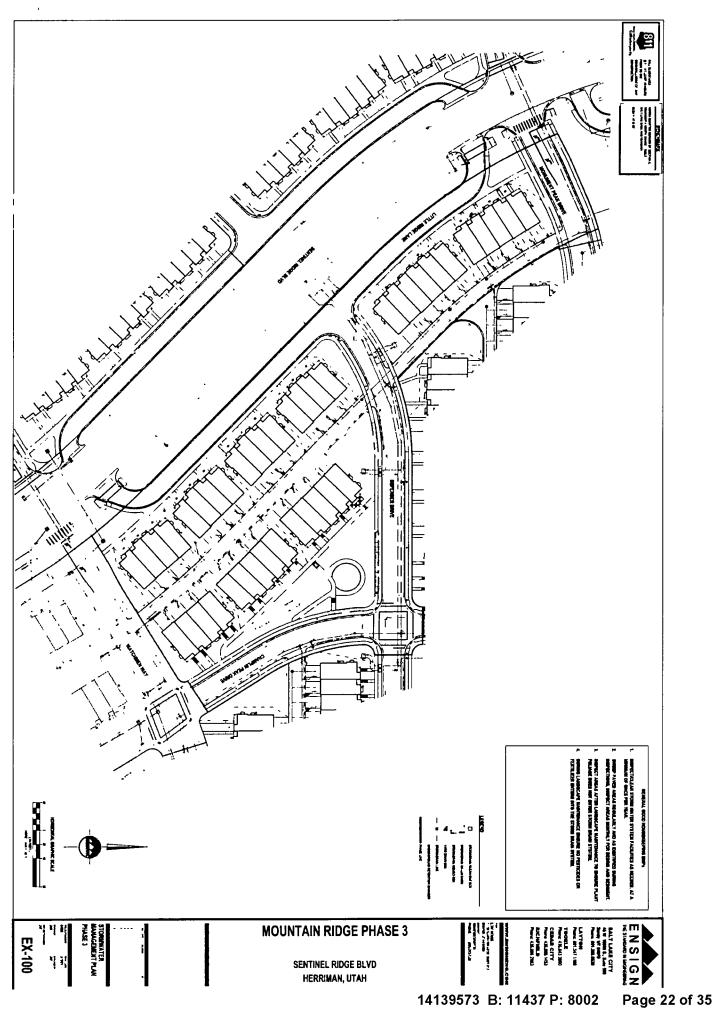
thence North 00°09'00" East 34.00 feet;

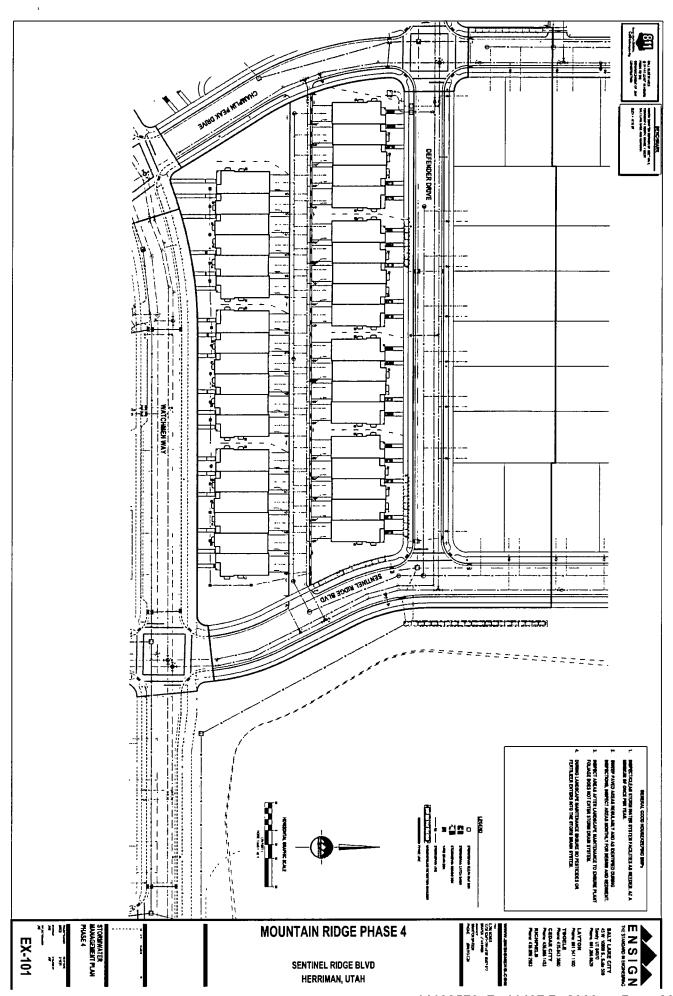
thence South 89°50'58" East 712.77 feet to the point of beginning.

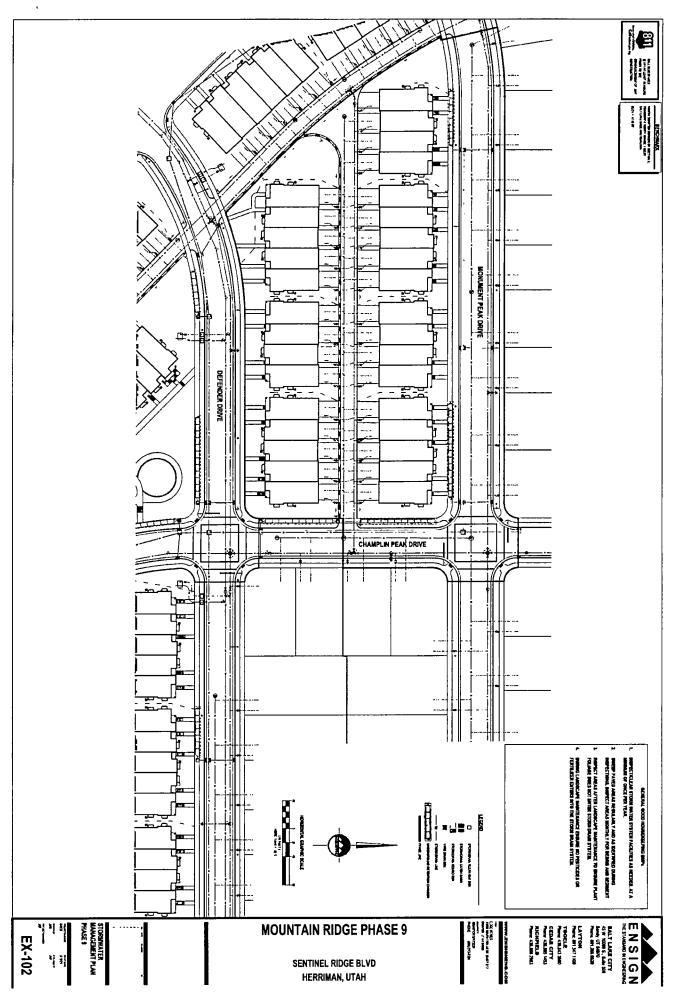
Contains 200,743 Square Feet or 4.608 Acres 25 Lots

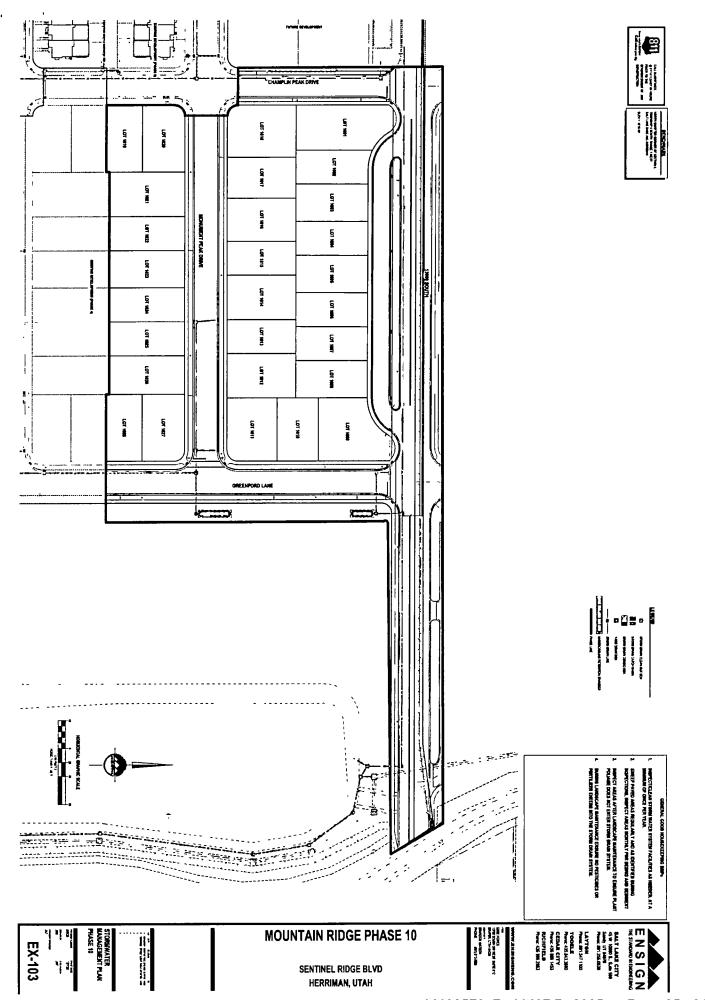
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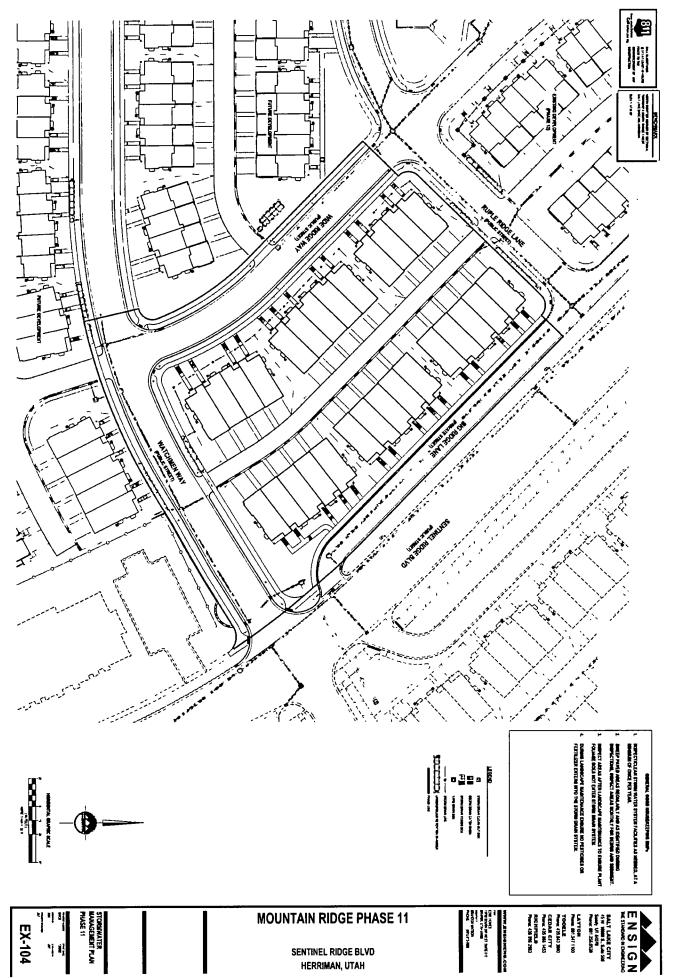


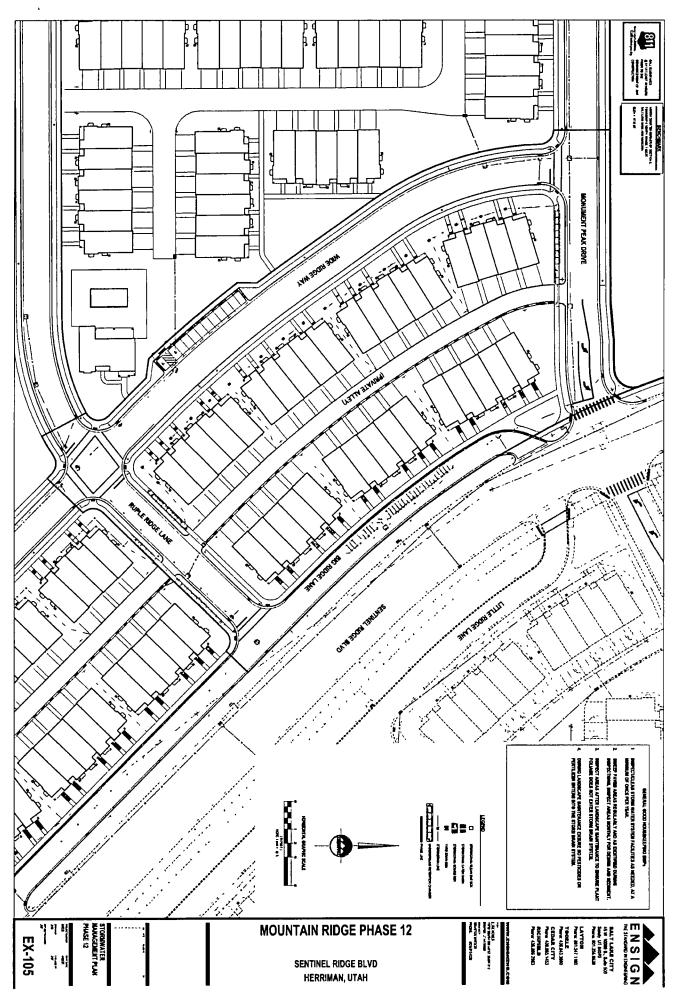






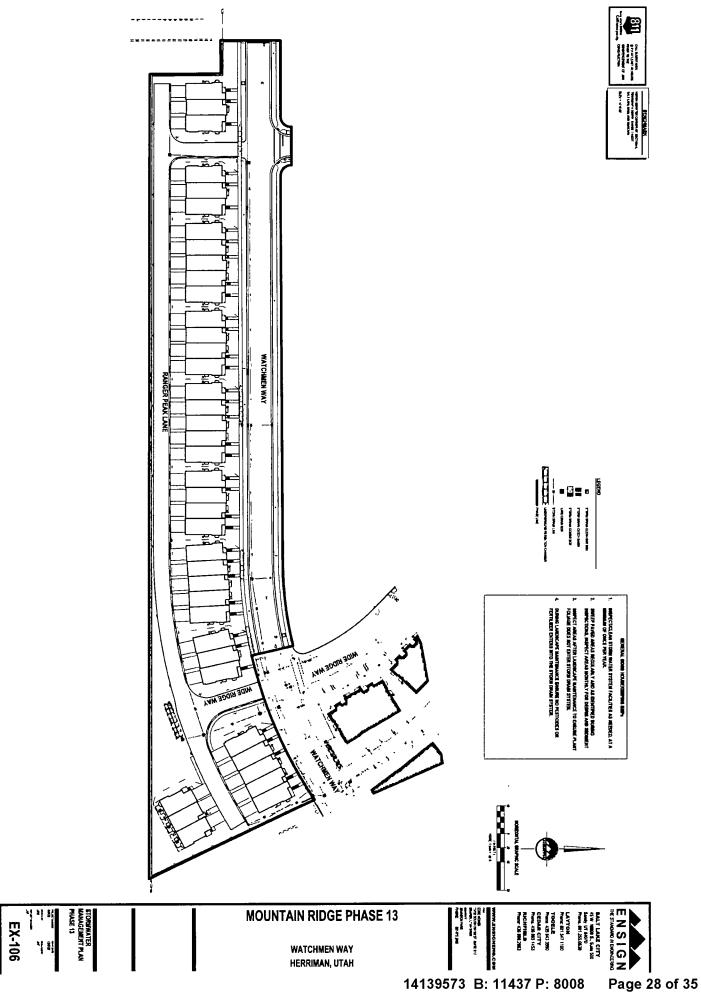




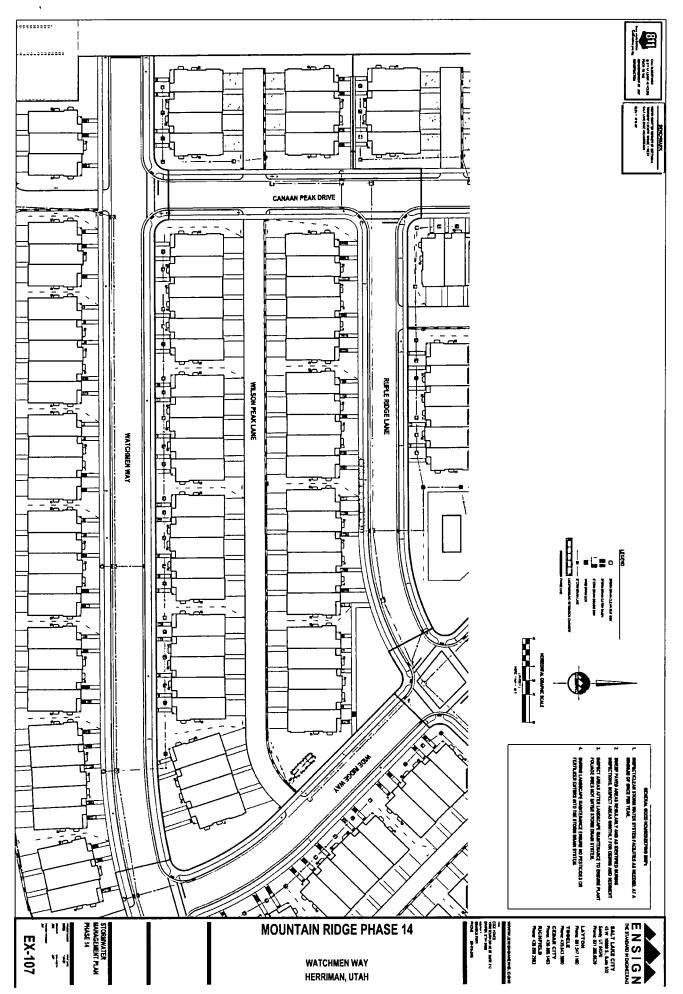


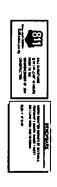
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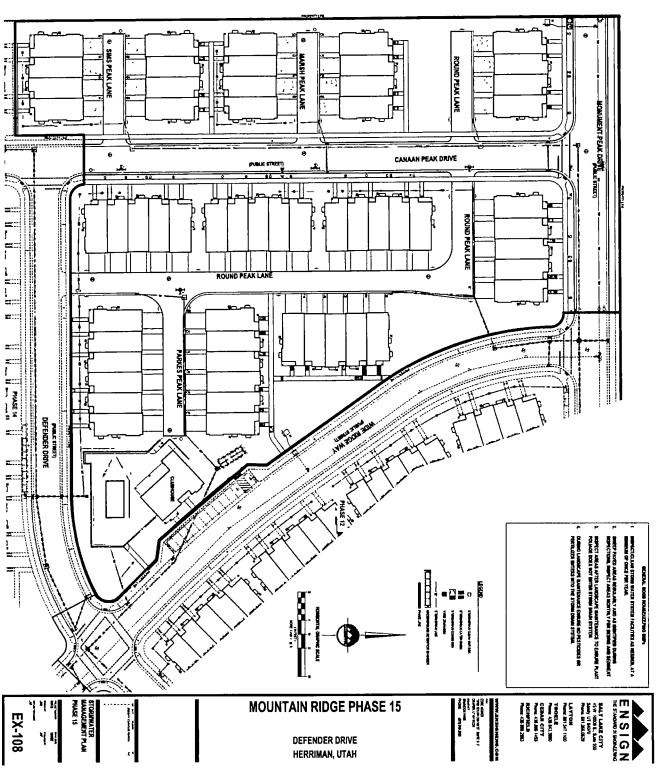
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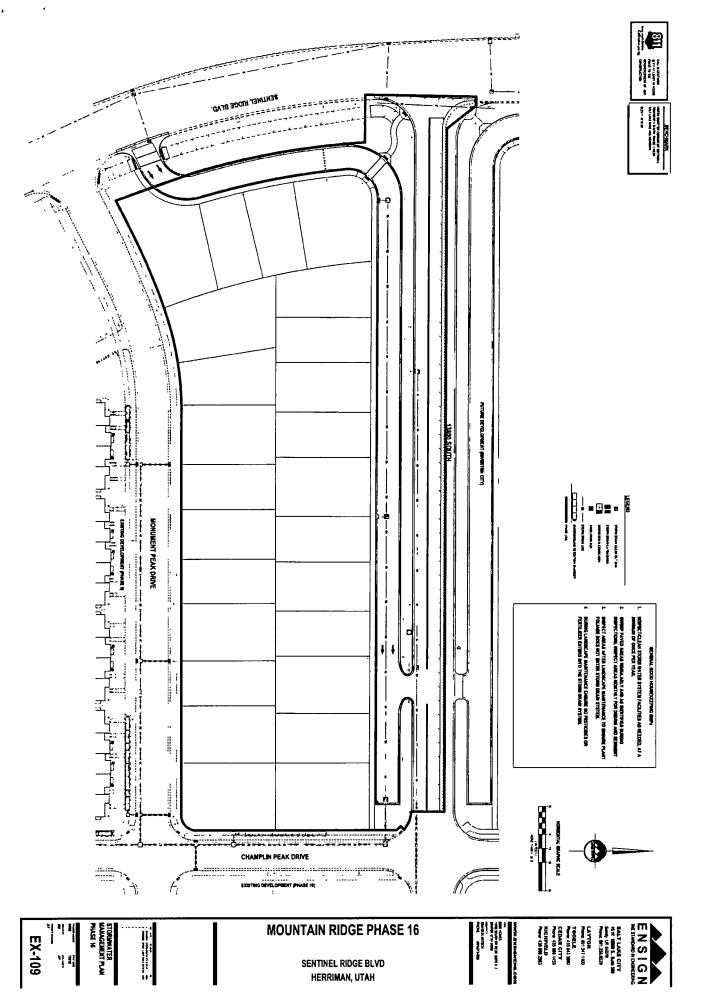
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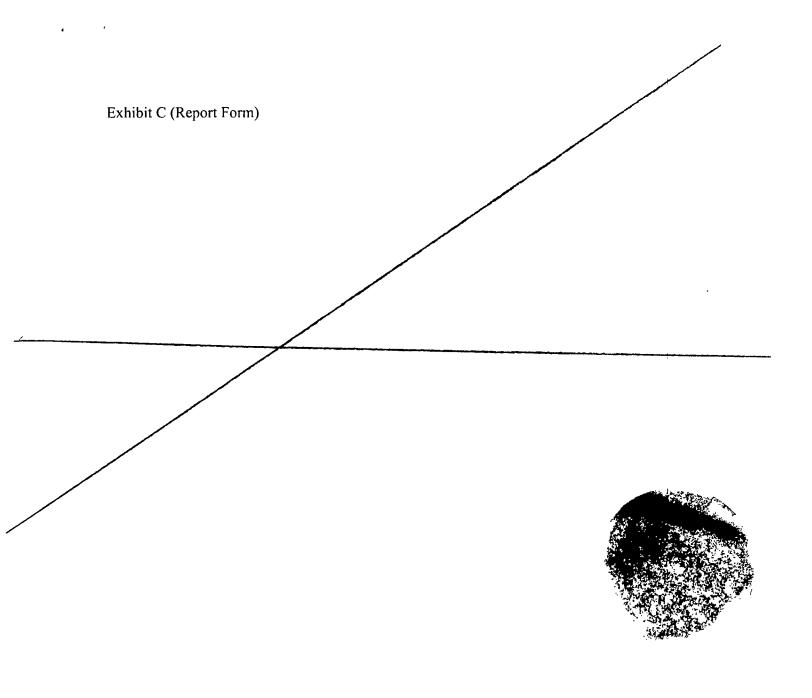






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Long-Term Storm Water Maintenance Report

for:

Mountain Ridge Subdivision - Phases 3, 4, 9, 10, 11, 12, 13, 14, 15, and 16 South Sentinel Ridge Boulevard Herriman City, Utah 84096

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PURPOSE AND RESPONSIBILTY

This Maintenance Report serves to assure management and maintenance of a private storm water system as required by the Clean Water Act and resultant local regulations.

These storm water facilities are designed to manage the collection and distribution/infiltration and the quality of runoff from storm events. Annual reporting with the associated inspection provides for an ongoing awareness of their effectiveness and the general condition of the facilities and their function.

The site infrastructure and operations described below are limited at controlling and containing pollutants and if managed improperly can contaminate the environment. The property manager must use good judgement and conduct operations appropriately, doing as much as possible indoors and responsibly managing operations that must be performed outdoors.

1. Parking, Sidewalk, impervious area

The site has a significant amount of impervious surface, primarily concrete pavement, concrete walkways, and the buildings themselves. Any sediment, debris, fluids or other waste left or that collect on it will be carried by runoff to the storm drain inlets. This waste material will settle in our storm drain system increasing maintenance cost and any material dissolving in the runoff will pass through our system. Maintenance involves regular sweeping, but it can also involve pavement washing to remove stains, slick spots and appearance when necessary. The Sweeping and the Pavement Washing SOPs are used to manage the pollutants associated with pavements. Although it is understood that salt is a necessary pollutant and is vital to ensuring safe pedestrian walking areas, salt use should be managed to minimize unnecessary salt impacts.

2. Landscaping

This property's landscape areas will require regular maintenance. This will involve mowing, pruning, hand digging, leaves, grass clippings, sticks, branches, dirt, mulch, including fertilizers, pesticides and other pollutants that can fall or be left on our paved areas. It is vital that the paved areas with direct connection to the city storm drain systems remain clear and clean of landscape pollutants. The Landscape Maintenance SOP is written to control and manage this potential problem.

3. Storm water conveyance and storage

Stormwater inlets are located with the curb and gutter as well as in detention basins, away from daily operations. The stormwater system is susceptible to bypass and scour during large storm event flows and pollutants. The Storm Drain Maintenance SOP is written to control and manage this system. The stormwater system should be inspected annually at

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a minimum and cleaned as needed. Management and homeowners should take care to limit debris and unauthorized liquids from entering the stormwater system.

4. Waste Management

Dumpsters and trash receptacles with lids are intended to prevent precipitation exposure minimizing the uptake of trash contaminants into the storm water. Lids will also prevent the light weight trash migrating in the wind. Waste handling is necessary part of almost all sites and requires diligent attention to not become a source of storm water pollution.

Because this is a residential project each unit will have its own trash receptacle. Homeowners are to store these receptacles in their garages which will limit opportunities for wind exposure.

Maintenance Log

Date	Maintenance Performed/Spill Events/Area	Observation Notes, including but not limited to; Inspection results, Observations, System Performance (effectiveness/inefficiencies), Concerns, Necessary Changes	Initials