

12541612
05/24/2017 12:41 PM \$0.00
Book - 10560 Pg - 5762-5771
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: CBA, DEPUTY - WI 10 P.

When recorded, mail to:

South Jordan City Recorder
1600 Towne Center Drive
South Jordan, Utah 84095

Lot 1, SoJo Subdivision
Affects Parcel No(s): ~~Northwest Quarter of Section 13, #27-13-126-009~~
27 13 127 011

**SOUTH JORDAN CITY
STORMWATER FACILITIES
MAINTENANCE AGREEMENT**

This Stormwater Facilities Maintenance Agreement ("Agreement") is made and entered into this 22 day of April, 2016, by and between South Jordan City, a Utah municipal corporation ("City"), and SoJo Station North, a LLC ("Owner").

RECITALS

WHEREAS, 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 South Jordan City Stormwater Ordinance, 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 ("Act"); and

WHEREAS, 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 ("Property"); and

WHEREAS, 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

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner desires to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Stormwater Facilities"); and

WHEREAS, the Stormwater Facilities are more particularly described and shown in the final site plan or subdivision approved for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, as a condition of Development Plan approval, and as required as part of the City's Small MS4 UPDES General Permit from the State of Utah, Owner is required to enter into this Agreement addressing the maintenance requirements for the Stormwater Facilities and control measures installed on the Property.

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 Development Plan, and the mutual covenants contained herein, the parties agree as follows:

1. Construction of Stormwater Facilities. The Owner shall, at its sole cost and expense, construct the Stormwater Facilities in strict accordance with the plans and specifications identified in the Development Plan and any amendments thereto, which have been approved by the City.

2. Maintenance of Stormwater Facilities. The Owner shall, at its sole cost and expense, adequately maintain the Stormwater Facilities. Owner's maintenance obligations shall include all pipes and channel built to convey stormwater, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate 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. In the event that a maintenance schedule is set forth in the Development Plan, such maintenance schedule shall be followed.

3. Annual Inspection of Stormwater Facilities. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to the City 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 structural improvements, berms, 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 July 31st of each year and shall be on forms acceptable to the City.

4. City 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 whenever deemed necessary by the City. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Development Plan.

5. Notice of Deficiencies. If the City finds that the Stormwater Facilities contain any defects or are not being maintained adequately, the City shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time to cure such defects or deficiencies. Such notice shall be hand-delivered to the Owner or sent certified mail to the Owner at the Property address.

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 within the required cure period to ensure that the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.

7. City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided in Section 5, the City may enter upon the Property and take whatever steps necessary to correct deficiencies and to charge the costs of such repairs to the Owner. It is expressly understood and agreed that the City is under no 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. 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 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, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. 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 attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

9. Successor and Assigns. This Agreement shall be recorded in the Salt Lake County Recorder's Office 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 and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.

10. Severability Clause. 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 Covenant shall not be affected thereby.

11. Utah Law and Venue. This Agreement shall be interpreted under the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Salt Lake County, Utah.

12. Indemnification. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to hold the City harmless from any liability in the event the Stormwater Facilities fail to operate properly. The Owner shall indemnify and hold the County harmless 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 Stormwater Facilities.

13. Amendments. 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 Salt Lake County Recorder's Office.

14. Subordination Requirement. 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 the Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

"City"
South Jordan City

By: Bud Nawar
Its: City Engineer

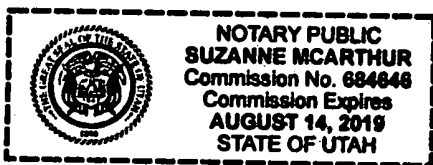
"Owner"
SoJo Station North, LLC

By: A
Print Name: Andrew Bybee
Title: Manager

CITY ACKNOWLEDGMENT

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

On the 24th day of May, 2017, personally appeared before me
Brad Davano, who being duly sworn, did say that he/she is the
City Engineer of **SOUTH JORDAN CITY**, a municipal corporation of
the State of Utah, and that the foregoing instrument was signed in his/her capacity as
land use authority on behalf of the City for approval of Stormwater Facilities
Maintenance Agreements.



Suzanne McArthur
Notary Public

My Commission Expires:

August 14, 2019

Residing at:

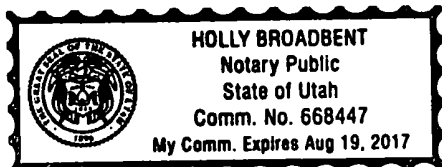
Salt Lake County, UT

OWNER ACKNOWLEDGMENT

Note: If Owner is a corporation, limited liability company, partnership, trust or other legal entity, rather than an individual, a separate applicable acknowledgement must be provided.

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

On the 22 day of April, 2016, personally appeared before me
Andrew Bybee, who being duly sworn, did say that he/she is the legal
property owner of record of the property subject to this Maintenance Agreement and
that he/she has executed this Agreement with full authority to do so.



My Commission Expires: Aug 19, 2017

[Signature]
Notary Public

Residing at: Boyle Mountain, UT

[illegible]

APART OF THE N.W. 1/4 AND THE N.E. 1/4 OF SEC. 13,
T. 35. R. 1. W. SLB.&N.
LOCATED WITHIN, SALT LAKE COUNTY, UTAH.

beginning of a week that spans 1974-75-76. Note: 03331 has been identified as the beginning of the Northern winter of 1933-34, following the 1934-35. Note: See Table 1.

Source: Bureau of Census, *Statistical Abstract of the United States*, 1976-77, 1977-78, 1978-79, 1979-80, 1980-81, 1981-82, 1982-83, 1983-84, 1984-85, 1985-86, 1986-87, 1987-88, 1988-89, 1989-90, 1990-91, 1991-92, 1992-93, 1993-94, 1994-95, 1995-96, 1996-97, 1997-98, 1998-99, 1999-00, 2000-01, 2001-02, 2002-03, 2003-04, 2004-05, 2005-06, 2006-07, 2007-08, 2008-09, 2009-10, 2010-11, 2011-12, 2012-13, 2013-14, 2014-15, 2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, 2024-25, 2025-26, 2026-27, 2027-28, 2028-29, 2029-30, 2030-31, 2031-32, 2032-33, 2033-34, 2034-35, 2035-36, 2036-37, 2037-38, 2038-39, 2039-40, 2040-41, 2041-42, 2042-43, 2043-44, 2044-45, 2045-46, 2046-47, 2047-48, 2048-49, 2049-50, 2050-51, 2051-52, 2052-53, 2053-54, 2054-55, 2055-56, 2056-57, 2057-58, 2058-59, 2059-60, 2060-61, 2061-62, 2062-63, 2063-64, 2064-65, 2065-66, 2066-67, 2067-68, 2068-69, 2069-70, 2070-71, 2071-72, 2072-73, 2073-74, 2074-75, 2075-76, 2076-77, 2077-78, 2078-79, 2079-80, 2080-81, 2081-82, 2082-83, 2083-84, 2084-85, 2085-86, 2086-87, 2087-88, 2088-89, 2089-90, 2090-91, 2091-92, 2092-93, 2093-94, 2094-95, 2095-96, 2096-97, 2097-98, 2098-99, 2099-00, 2100-01, 2101-02, 2102-03, 2103-04, 2104-05, 2105-06, 2106-07, 2107-08, 2108-09, 2109-10, 2110-11, 2111-12, 2112-13, 2113-14, 2114-15, 2115-16, 2116-17, 2117-18, 2118-19, 2119-20, 2120-21, 2121-22, 2122-23, 2123-24, 2124-25, 2125-26, 2126-27, 2127-28, 2128-29, 2129-30, 2130-31, 2131-32, 2132-33, 2133-34, 2134-35, 2135-36, 2136-37, 2137-38, 2138-39, 2139-40, 2140-41, 2141-42, 2142-43, 2143-44, 2144-45, 2145-46, 2146-47, 2147-48, 2148-49, 2149-50, 2150-51, 2151-52, 2152-53, 2153-54, 2154-55, 2155-56, 2156-57, 2157-58, 2158-59, 2159-60, 2160-61, 2161-62, 2162-63, 2163-64, 2164-65, 2165-66, 2166-67, 2167-68, 2168-69, 2169-70, 2170-71, 2171-72, 2172-73, 2173-74, 2174-75, 2175-76, 2176-77, 2177-78, 2178-79, 2179-80, 2180-81, 2181-82, 2182-83, 2183-84, 2184-85, 2185-86, 2186-87, 2187-88, 2188-89, 2189-90, 2190-91, 2191-92, 2192-93, 2193-94, 2194-95, 2195-96, 2196-97, 2197-98, 2198-99, 2199-00, 2200-01, 2201-02, 2202-03, 2203-04, 2204-05, 2205-06, 2206-07, 2207-08, 2208-09, 2209-10, 2210-11, 2211-12, 2212-13, 2213-14, 2214-15, 2215-16, 2216-17, 2217-18, 2218-19, 2219-20, 2220-21, 2221-22, 2222-23, 2223-24, 2224-25, 2225-26, 2226-27, 2227-28, 2228-29, 2229-30, 2230-31, 2231-32, 2232-33, 2233-34, 2234-35, 2235-36, 2236-37, 2237-38, 2238-39, 2239-40, 2240-41, 2241-42, 2242-43, 2243-44, 2244-45, 2245-46, 2246-47, 2247-48, 2248-49, 2249-50, 2250-51, 2251-52, 2252-53, 2253-54, 2254-55, 2255-56, 2256-57, 2257-58, 2258-59, 2259-60, 2260-61, 2261-62, 2262-63, 2263-64, 2264-65, 2265-66, 2266-67, 2267-68, 2268-69, 2269-70, 2270-71, 2271-72, 2272-73, 2273-74, 2274-75, 2275-76, 2276-77, 2277-78, 2278-79, 2279-80, 2280-81, 2281-82, 2282-83, 2283-84, 2284-85, 2285-86, 2286-87, 2287-88, 2288-89, 2289-90, 2290-91, 2291-92, 2292-93, 2293-94, 2294-95, 2295-96, 2296-97, 2297-98, 2298-99, 2299-00, 2300-01, 2301-02, 2302-03, 2303-04, 2304-05, 2305-06, 2306-07, 2307-08, 2308-09, 2309-10, 2310-11, 2311-12, 2312-13, 2313-14, 2314-15, 2315-16, 2316-17, 2317-18, 2318-19, 2319-20, 2320-21, 2321-22, 2322-23, 2323-24, 2324-25, 2325-26, 2326-27, 2327-28, 2328-29, 2329-30, 2330-31, 2331-32, 2332-33, 2333-34, 2334-35, 2335-36, 2336-37, 2337-38, 2338-39, 2339-40, 2340-41, 2341-42, 2342-43, 2343-44, 2344-45, 2345-46, 2346-47, 2347-48, 2348-49, 2349-50, 2350-51, 2351-52, 2352-53, 2353-54, 2354-55, 2355-56, 2356-57, 2357-58, 2358-59, 2359-60, 2360-61, 2361-62, 2362-63, 2363-64, 2364-65, 2365-66, 2366-67, 2367-68, 2368-69, 2369-70, 2370-71, 2371-72, 2372-73, 2373-74, 2374-75, 2375-76, 2376-77, 2377-78, 2378-79, 2379-80, 2380-81, 2381-82, 2382-83, 2383-84, 2384-85, 2385-86, 2386-87, 2387-88, 2388-89, 2389-90, 2390-91, 2391-92, 2392-93, 2393-94, 2394-95, 2395-96, 2396-97, 2397-98, 2398-99, 2399-00, 2400-01, 2401-02, 2402-03, 2403-04, 2404-05, 2405-06, 2406-07, 2407-08, 2408-09, 2409-10, 2410-11, 2411-12, 2412-13, 2413-14, 2414-15, 2415-16, 2416-17, 2417-18, 2418-19, 2419-20, 2420-21,

Know all men by these presents that _____, the undersigned owner(s) of the above described tract of land heretofore caused same to be subdivided into lots and streets to be hereinafter

to hereby dedicate for perpetual use of the public all parcels of land shown on this plan as intended for public use.

IN WITNESS WHEREOF, I have hereunto set this _____ day of _____, 19____.

 A.C. R.

SUBDIVISION

STATE OF UTAH | S.S.
County of Salt Lake

On the _____ day of _____ A.D. 20____, personally appeared before me the undersigned _____ of _____, who being by me duly sworn, did say that he/she is the _____ of _____, and that the within and foregoing instrument was signed voluntarily for said corporation and for the uses and purposes herein expressed.

My commission expires _____

APART OF THE N.W. 1/4 AND THE N.E. 1/4 OF SEC. 13,
T. 3 S. R. 1. W. SLB & M.
LOCATED WITHIN SALT LAKE COUNTY, UTAH.



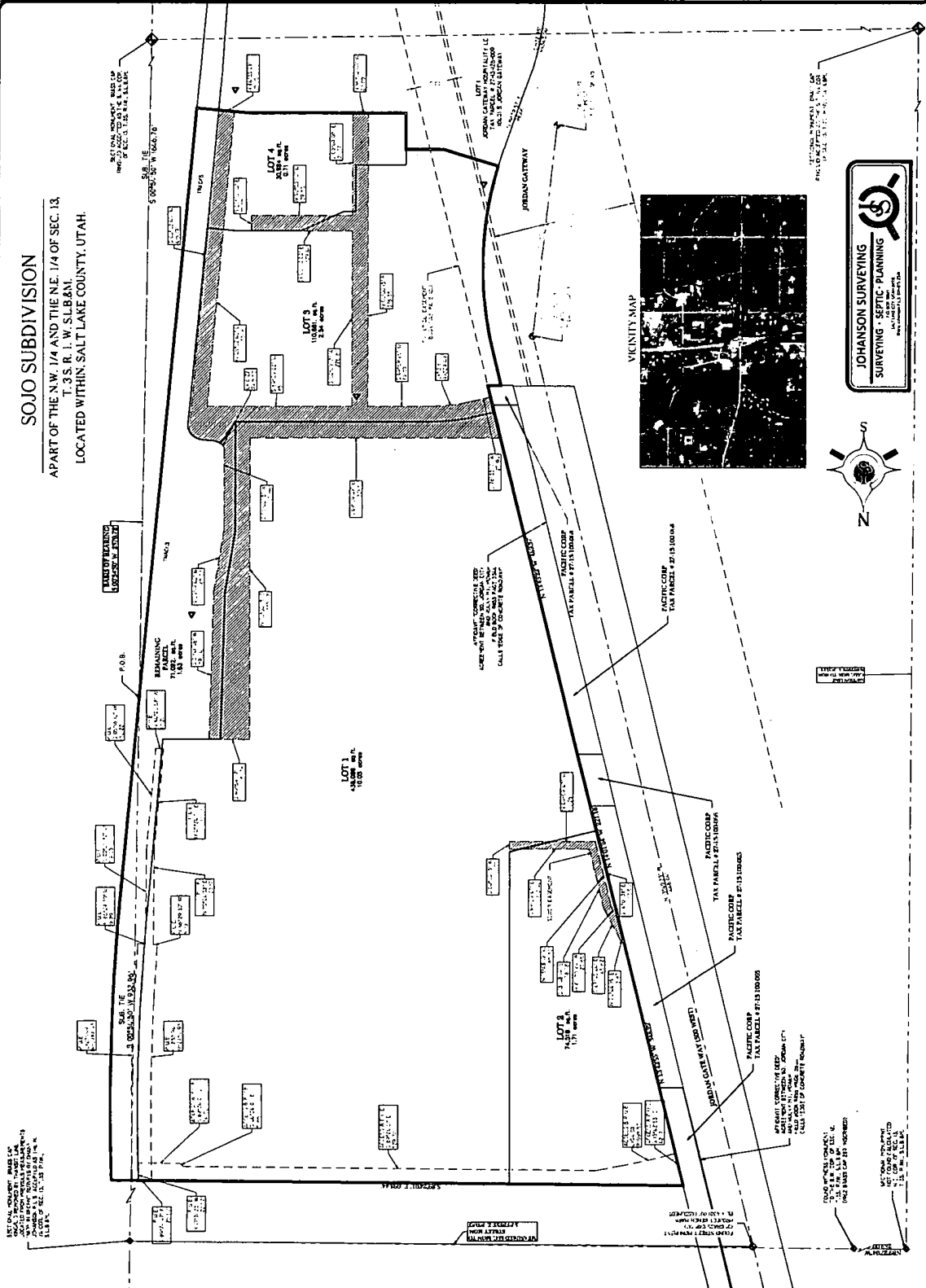
COUNTY RECORDER# _____

State of Utah, County of Salt Lake, recorded and filed in the presence of _____

Date	Time	Book	Page
_____	_____	_____	_____
_____	_____	_____	_____

Salt Lake County Recorder

NUMBER _____ ACCOUNT _____ SHEET 1 OF 1 SHEETS



CITY ENGINEER'S CERTIFICATE I hereby Certify that this office has examined this plan and it is correct in accordance with information on file in this office. _____ DATE _____ South Jordan City Engineer	PLANNING COMMISSION APPROVED THIS _____ DAY OF _____ 30 _____ BY THE SOUTH JORDAN CITY PLANNING AND ZONING COMMISSION. _____ Chairman, South Jordan City Planning and Zoning Commission	BOARD OF HEALTH APPROVED THIS _____ DAY OF _____ 30 _____ _____ Director, Salt Lake County Board of Health	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____ 30 _____ _____ South Jordan City Attorney	IMPROVEMENT DISTRICT APPROVED THIS _____ DAY OF _____ 30 _____ BY THE IMPROVEMENT DISTRICT, _____ DISTRICT MANAGER. _____ Salt Lake City Improvement District No. 1	SOUTH JORDAN CITY COUNCIL PRESENTED TO THE SOUTH JORDAN CITY COUNCIL THIS _____ DAY OF _____ 30 _____ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED. _____ South Jordan City Mayor _____ South Jordan City Recorder
--	--	---	--	--	---

ALTA\ACSM SURVEY

CLIENT CONTACT
Paul Feser, P.E. | s.e. science | 1001 Arbor V
Layton, UT 84041

801.433.2498 (w) | 801.891.9376 (m) | paul@escience.com

**JOJO SOUTH JORDAN GATEWAY
LOCATED IN THE NORTHWEST
QUARTER OF SECTION 13,
T. 3 S., R. 1 W., S.L.B.&M**

SURVEYOR'S CERTIFICATE \ NARRATIVE
The undersigned, being a registered surveyor of the State of Utah certifies as (U) The Use
Authorized as follows:

	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13
	14
	15
	16
	17
	18
	19
	20
	21
	22
	23
	24
	25
	26
	27
	28
	29
	30
	31
	32
	33
	34
	35
	36
	37
	38
	39
	40
	41
	42
	43
	44
	45
	46
	47
	48
	49
	50
	51
	52
	53
	54
	55
	56
	57
	58
	59
	60
	61
	62
	63
	64
	65
	66
	67
	68
	69
	70
	71
	72
	73
	74
	75
	76
	77
	78
	79
	80
	81
	82
	83
	84
	85
	86
	87
	88
	89
	90
	91
	92
	93
	94
	95
	96
	97
	98
	99
	100
	101
	102
	103
	104
	105
	106
	107
	108
	109
	110
	111
	112
	113
	114
	115
	116
	117
	118
	119
	120
	121
	122
	123
	124
	125
	126
	127
	128
	129
	130
	131
	132
	133
	134
	135
	136
	137
	138
	139
	140
	141
	142
	143
	144
	145
	146
	147
	148
	149
	150
	151
	152
	153
	154
	155
	156
	157
	158
	159
	160
	161
	162
	163
	164
	165
	166
	167
	168
	169
	170
	171
	172
	173
	174
	175
	176
	177
	178
	179
	180
	181
	182
	183
	184
	185
	186
	187
	188
	189
	190
	191
	192
	193
	194
	195
	196
	197
	198
	199
	200
	201
	202
	203
	204
	205
	206
	207
	208
	209
	210
	211
	212
	213
	214
	215
	216
	217
	218
	219
	220
	221
	222
	223
	224
	225
	226
	227
	228
	229
	230
	231
	232
	233
	234
	235
	236
	237
	238
	239
	240
	241
	242
	243
	244
	245
	246
	247

the survey was conducted by the ALT/NAACIN Lab at the University of Maryland, Baltimore. The survey was conducted with respondents selected by ALT/NAACIN Lab and the National Health and Medical Research Council (NH&MRC) in 1991, and the survey was conducted with respondents selected by ALT/NAACIN Lab and the National Health and Medical Research Council (NH&MRC) in 1991, and the survey was conducted with respondents selected by ALT/NAACIN Lab and the National Health and Medical Research Council (NH&MRC) in 1991.

2. The survey was performed on the ground from 10 August–10 September 2011, and it shows the area of the subject property, the location of all buildings, structures and other improvements situated on the subject property, and other matters deemed on the property. Due to snow cover some improvements may not be shown.

4. Except as shown on the survey, there are no observable, above ground encroachments or improvements on the subject property upon adjoining properties, streets, or alleys, or the improvements on adjoining properties, streets, or alleys upon the subject property.

5. The location of each segment, rights of way, and other plausible information after subject property is shown, has been relied upon as based in the title insurance commitment issued by First American Title File No. 7811-011 with respect to subject property. Labeled with appropriate recording references, to the extent that such information is located. The summary shown on the screen is the summary described in the commitment.

concentrations. All information of record has been actively relied upon as shown in an environmental. Underground utilities shown are as per utility marking provided by blue modular utility companies concerning their lines. (There are no plausible exceptions of it in the table report.)

1. The subject property has access to and from a duly dedicated and accepted public highway.

received are shown between as measured vs. record.

to this bearing base and which is per this base as shown herein.

R. Shaw (johnson FLS)

Legend No. 7073114

REVISIONS:

REV	DATE	DESCRIPTION



JOHANSON SURVEYING
SURVEYING • SEPTIC • PLANNING

6100 10000
 10000 10000
 10000 10000

COPYRIGHT
This drawing is used as all times remains the exclusive property of Johnson
Surviving shall not be used with out complete authorization and written support.

1149
100-21140
5-15-217
10-27-2025

INVESTIGATIVE
R. BRUNNE
JOHNSON


 SHEET 1 OF 2

[illegible]

LEGEND

- [illegible]

BK 10560 PG 5769

Exhibit "A"

Property Legal Description

Lot 1 , SoJo Subdivision

**SUPPLEMENTAL CONTACT INFORMATION SHEET
FOR
SOUTH JORDAN CITY
STORMWATER FACILITIES
MAINTENANCE AGREEMENT**

CONTACT INFORMATION

Name (Main Contact): Steve Peterson Phone: 801.550.5120
Address: 6510 South Millrock Dr.
City: Holladay State: UT Zip: 84121
Contact Person: Steve Peterson Phone: 801.365.2001
Contact Email: Steve@millrock.net

SECONDARY CONTACT INFORMATION (ASSIGNED/ OR DEPARTMENT)

Name (Main Contact): Andrew Bybee Phone: 801.768.0500
Address: 2801 N. Thanksgiving Way
City: Lehi State: UT Zip: 84043
Contact Person: Andrew Bybee Phone: 801.768.0500
Contact Email: Andrew@stackwithus.com