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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: JLA, DEPUTY - WI 13 P.

After recording, please mail to:

City of South Jordan
Attn: City Recorder
1600 Towne Center Drive
South Jordan, Utah 84095

Affects Parcel No(s): 27-18-151-003

Property/Subdivision: Daybreak Development

Project Name: North Shore Village Center

POOR COPY -
CO. RECORDER

STORMWATER FACILITIES MAINTENANCE AGREEMENT

This Stormwater Facilities Maintenance Agreement (this "Agreement") is made between the City of South Jordan, a Utah municipal corporation (the "City"), and by VP Daybreak Devco LLC, a Delaware limited liability company ("Owner").

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 South Jordan City Stormwater Ordinance, as amended ("Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in Utah Code § 19-5-101, *et seq.*, as amended ("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").
- 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.
- D. 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 the Owner's expense, a storm and surface water management facility and control measures ("Stormwater Facilities") on the Property.
- E. The Stormwater Facilities are more particularly described and shown in the final civil engineering plan or subdivision plat approved for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with, and have been approved by, the City, and are hereby incorporated herein by this reference ("Development Plan").

F. 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, the Owner is required to enter into this Agreement addressing the maintenance requirements for the Stormwater Facilities.

The parties agree as follows:

1. **Construction of Stormwater Facilities.** The Owner shall, at its sole cost and expense, construct the Stormwater Facilities in 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 on the Property. 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 keeping the Stormwater Facilities in good working condition so that the Stormwater Facilities are performing their design functions. 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, commencing the year after the Stormwater Facilities is constructed and complete, 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. The City shall give the Owner not less than 48 hours prior notice of an inspection, except in the event of an emergency. Inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspections 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. The Owner shall be entitled to have its representative accompany the City's inspectors on the Property.

5. **Notice of Deficiencies.** If the City reasonably finds that the Stormwater Facilities contain any defects or are not being adequately maintained, the City shall send the Owner written notice of the defects or deficiencies and provide Owner with a reasonable time to cure such defects or deficiencies ("Notice of Deficiency" or "Notice"). The 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 within the cure period stated in the Notice of Deficiency.

7. **The City's Corrective Action Authority.** If the Owner fails to correct the items in the Notice of Deficiency, the City may enter upon the Property and take whatever steps are reasonably required to correct any deficiencies and may 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 performs any work or funds to correct any deficiency in the Notice, including without limitation, labor, use of equipment, supplies, materials, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt of supporting documentation. 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. The Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments or enforcement of this Agreement.

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 operators, successors, or assigns, and shall bind all present and subsequent owners of the Property.

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 Agreement 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.** The Owner specifically and expressly agrees to indemnify, and save and hold harmless the City (including without limitation its elected and appointed officers, employees, successors, and assigns) from and against any and all demands, liabilities, claims, damages, actions, attorney fees, or other costs incurred by the City and/or proceedings in law or equity (including reasonable attorneys' fees and costs of suit), to the extent caused by or resulting from any negligence, gross negligence, intentional misconduct, or under any other actionable fault of the Owner (including without limitation its employees, agents, operators, subcontractors, or contractors) in the performance or failure of performance of the Owner provided herein, or to be provided hereunder.

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.

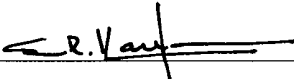
14. **Subordination Requirement.** If there is a lien, trust deed or other property interest recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to the Agreement.

[Signature page to follow]

“OWNER”

VP Daybreak Devco LLC,
a Delaware limited liability company

By: Daybreak Communities LLC,
a Delaware limited liability company,
Its: Project Manager.

By: 

Its: Senior Vice President of Commercial Development

(Complete if Developer is a Limited Liability Company)

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

On the 19 day of June, 2020, personally appeared before me Scott Kaufmann who being by me duly sworn did say that he is the Senior Vice President of Commercial Development of Daybreak Communities LLC, a Delaware limited liability company, the project manager of **VP Daybreak Devco LLC, a Delaware limited liability company** and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement; and duly acknowledged to me that said limited liability company executed the same.


Notary Public

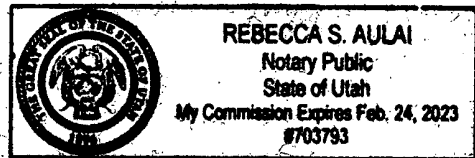


EXHIBIT A

(Property Legal Description)

North Shore Village Center Additional Storm Drainage Agreement

AREA 1

Beginning at a Southwesterly Corner of a Stormwater Facilities Maintenance Agreement per Entry No. 13114322 as recorded in the Office of the Salt Lake County Recorder, said point lies North 89°57'12" East 29.324 feet along the Section Line and South 1748.854 feet from the Northwest Corner of Section 18, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence along said Stormwater Facilities Maintenance Agreement the following (3) courses: 1) East 408.288 feet; 2) North 88°50'12" East 17.337 feet; 3) South 01°00'50" East 90.055 feet extended along the Boundary of Kennecott Daybreak Oquirrh Lake Plat Amended to a point on a 75.182 foot radius tangent curve to the right, (radius bears South 88°59'10" West, Chord: South 01°22'35" West 6.271 feet); thence along said Kennecott Daybreak Oquirrh Lake Plat Amended the following (8) courses: 1) along the arc of said curve 6.273 feet through a central angle of 04°46'50"; 2) South 03°46'00" West 45.192 feet to a point on a 391.200 foot radius tangent curve to the left, (radius bears South 86°14'00" East, Chord: South 02°11'59" West 21.394 feet); 3) along the arc of said curve 21.397 feet through a central angle of 03°08'02"; 4) South 00°37'58" West 61.547 feet; 5) North 89°55'36" West 163.105 feet to a point on a 189.806 foot radius tangent curve to the left, (radius bears South 00°04'24" West, Chord: South 80°49'01" West 61.062 feet); 6) along the arc of said curve 61.328 feet through a central angle of 18°30'46" to a point of reverse curvature with a 196.797 foot radius tangent curve to the right, (radius bears North 18°26'22" West, Chord: South 80°48'35" West 63.262 feet); 7) along the arc of said curve 63.538 feet through a central angle of 18°29'55"; 8) North 89°56'28" West 136.762 feet to the said East right-of-way line of Lake Avenue; thence along said Lake Avenue North 243.473 feet to the point of beginning.

Property contains 2.274 acres.

AREA 2

Beginning at a Northwesterly Corner of a Stormwater Facilities Maintenance Agreement per Entry No. 13114322 as recorded in the Office of the Salt Lake County Recorder, said point also being a point on the West Line of the proposed Daybreak North Shore Village Center subdivision, said point lies North 89°57'12" East 29.324 feet along the Section Line and South 1703.354 feet from the Northwest Corner of Section 18, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence along said proposed Daybreak North Shore Village Center the following (5) courses: 1) North 168.982 feet to a point on a 14.000 foot radius non tangent curve to the right, (radius bears East, Chord: North 36°22'04" East 16.603 feet); 2) along the arc of said curve 17.773 feet through a central angle of 72°44'08" to a point of reverse curvature with a 141.000 foot radius tangent curve to the left, (radius bears North 17°15'52" West, Chord: North 51°58'09" East 99.985 feet); 3) along the arc of said curve 102.209 feet through a central angle of 41°31'58" to a point of reverse curvature with a 25.000 foot radius tangent curve to the right, (radius bears South 58°47'50" East, Chord: North 60°36'05" East 24.544 feet); 4) along the arc of said curve 25.655 feet through a central angle of 58°47'50"; 5) East 555.334 feet to a

Northerly Corner of a Stormwater Facilities Maintenance Agreement per Entry No. 13114322 as recorded in the Office of the Salt Lake County Recorder; thence along said Stormwater Facilities Maintenance Agreement the following (36) courses: 1) South 19.148 feet; 2) West 16.286 feet; 3) South 30°01'12" West 9.423 feet; 4) South 25.700 feet to a point on a 209.000 foot radius tangent curve to the left, (radius bears East, Chord: South 02°28'11" East 18.011 feet); 5) along the arc of said curve 18.017 feet through a central angle of 04°56'21"; 6) South 66°19'10" East 5.822 feet; 7) South 23°25'33" West 10.073 feet to a point on a 209.000 foot radius non tangent curve to the left, (radius bears North 81°51'53" East, Chord: South 11°34'03" East 25.026 feet); 8) along the arc of said curve 25.041 feet through a central angle of 06°51'53"; 9) South 15°00'00" East 18.416 feet; 10) South 75°00'00" East 5.274 feet; 11) South 15°00'00" West 9.134 feet; 12) South 15°00'00" East 41.992 feet; 13) South 75°00'00" East 21.650 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 15°00'00" West, Chord: South 44°56'52" East 4.507 feet); 14) along the arc of said curve 4.721 feet through a central angle of 60°06'16" to a point of compound curvature with a 361.500 foot radius tangent curve to the right, (radius bears South 75°06'16" West, Chord: South 10°50'00" East 51.219 feet); 15) along the arc of said curve 51.262 feet through a central angle of 08°07'29"; 16) North 89°54'20" West 5.267 feet; 17) South 00°05'40" West 20.375 feet; 18) South 88°50'12" West 61.162 feet; 19) North 01°09'48" West 7.881 feet; 20) North 61°09'42" West 9.238 feet; 21) South 88°50'12" West 41.628 feet; 22) South 28°50'18" West 5.166 feet; 23) North 61°09'42" West 8.947 feet; 24) South 88°50'12" West 52.024 feet; 25) South 28°50'18" West 5.164 feet; 26) North 61°09'42" West 8.943 feet; 27) South 88°50'12" West 41.635 feet; 28) South 28°50'18" West 5.162 feet; 29) North 61°09'42" West 8.940 feet; 30) South 88°50'12" West 0.646 feet; 31) South 28°50'18" West 8.660 feet; 32) South 88°50'12" West 42.699 feet; 33) North 22.354 feet; 34) West 15.000 feet; 35) South 22.501 feet; 36) West 400.077 feet to the point of beginning.

Property contains 3.765 acres.

AREA 3

Beginning at a point on the South Right-of-Way Line of South Jordan Parkway, said point also being a Northerly Corner of a Stormwater Facilities Maintenance Agreement per Entry No. 13114322 as recorded in the Office of the Salt Lake County Recorder, said point lies North 89°57'12" East 719.643 feet along the Section Line and South 1447.918 feet from the Northwest Corner of Section 18, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence along said South Jordan Parkway East 457.297 feet to a Northerly Corner of said Stormwater Facilities Maintenance Agreement; thence along said Stormwater Facilities Maintenance Agreement the following (28) courses: 1) South 91.113 feet; 2) South 25°13'19" West 62.217 feet; 3) North 64°46'41" West 22.500 feet; 4) South 25°13'19" West 15.000 feet; 5) South 64°46'41" East 22.500 feet; 6) South 25°13'19" West 91.773 feet; 7) West 327.484 feet; 8) North 66°17'06" West 2.477 feet; 9) North 23°42'43" East 9.687 feet to a point on a 407.500 foot radius non tangent curve to the left, (radius bears South 83°54'37" West, Chord: North 08°23'18" West 32.685 feet); 10) along the arc of said curve 32.694 feet through a central angle of 04°35'49"; 11) North 72°26'22" West 5.375 feet; 12) North 17°33'27" East 10.068 feet; 13) North 73°58'52" West 24.262 feet to a point on a 386.500 foot radius non tangent curve to the left, (radius bears South 76°00'12" West, Chord: North 14°10'55" West 2.499 feet); 14) along the arc of said curve

2.499 feet through a central angle of 00°22'14" to a point of reverse curvature with a 4.500 foot radius tangent curve to the right, (radius bears North 75°37'58" East, Chord: North 30°18'59" East 6.329 feet); 15) along the arc of said curve 7.019 feet through a central angle of 89°22'02"; 16) North 75°00'00" East 11.813 feet; 17) North 14°59'50" East 9.289 feet; 18) North 14°52'36" West 31.138 feet; 19) North 75°00'00" West 5.273 feet; 20) North 14°59'50" East 9.134 feet; 21) North 15°00'00" West 35.115 feet to a point on a 142.000 foot radius tangent curve to the right, (radius bears North 75°00'00" East, Chord: North 13°44'03" West 6.273 feet); 22) along the arc of said curve 6.274 feet through a central angle of 02°31'53"; 23) North 72°21'07" West 5.320 feet; 24) North 20°01'12" East 9.292 feet to a point on a 142.000 foot radius non tangent curve to the right, (radius bears North 81°46'30" East, Chord: North 04°06'45" West 20.367 feet); 25) along the arc of said curve 20.385 feet through a central angle of 08°13'30"; 26) North 21.523 feet; 27) North 60°00'00" West 24.249 feet; 28) North 19.359 feet to the point of beginning.

Property contains 2.243 acres.

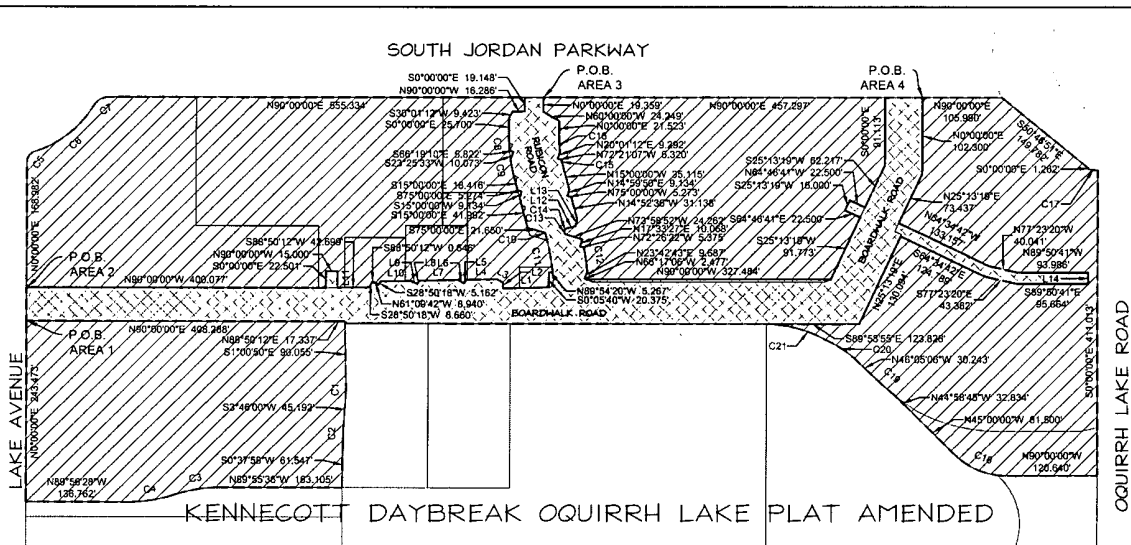
AREA 4

Beginning at a point on the North Line of the proposed Daybreak North Shore Village Center subdivision, said point also being a Northerly Corner of a Stormwater Facilities Maintenance Agreement per Entry No. 13114322 as recorded in the Office of the Salt Lake County Recorder, said point lies North 89°57'12" East 1226.941 feet along the Section Line and South 1448.331 feet from the Northwest Corner of Section 18, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence along said proposed Daybreak North Shore Village Center the following (13) courses: 1) East 105.990 feet; 2) South 50°46'51" East 149.782 feet; 3) South 1.262 feet to a point on a 160.000 foot radius non tangent curve to the left, (radius bears North 11°10'18" East, Chord: South 81°05'40" East 12.653 feet); 4) along the arc of said curve 12.656 feet through a central angle of 04°31'55"; 5) South 411.013 feet; 6) West 120.640 feet to a point on a 100.000 foot radius tangent curve to the right, (radius bears North, Chord: North 67°30'00" West 76.537 feet); 7) along the arc of said curve 78.540 feet through a central angle of 45°00'00"; 8) North 45°00'00" West 81.500 feet; 9) North 44°58'45" West 32.834 feet to a point on a 407.036 foot radius non tangent curve to the right, (radius bears North 39°07'04" East, Chord: North 48°13'21" West 37.774 feet); 10) along the arc of said curve 37.788 feet through a central angle of 05°19'09"; 11) North 46°05'06" West 30.243 feet to a point on a 142.856 foot radius non tangent curve to the left, (radius bears South 43°21'17" West, Chord: North 56°39'00" West 49.636 feet); 12) along the arc of said curve 49.889 feet through a central angle of 20°00'33" to a point of compound curvature with a 165.729 foot radius non tangent curve to the left, (radius bears South 29°14'53" West, Chord: North 75°00'26" West 81.620 feet); 13) along the arc of said curve 82.468 feet through a central angle of 28°30'39" to a point on the Southerly right-of-way line of proposed Boardwalk Road of said proposed Daybreak North Shore Village Center subdivision, said point also being a point on said Stormwater Facilities Maintenance Agreement; thence along said Stormwater Facilities Maintenance Agreement the following (11) courses: 1) South 89°58'55" East 123.828 feet; 2) North 25°13'19" East 130.094 feet; 3) South 64°34'42" East 124.789 feet; 4) South 77°23'20" East 43.362 feet; 5) South 89°50'41" East 95.664 feet; 6) North 15.000 feet; 7) North 89°50'41" West 93.986 feet; 8) North 77°23'20" West 40.041 feet; 9)

North 64°34'42" West 133.157 feet; 10) North 25°13'19" East 73.437 feet; 11) North 102.300 feet to the point of beginning.

Property contains 2.843 acres.

KENNECOTT DAYBREAK
PLAT 10A SUBDIVISION



KENNECOTT DAYBREAK
-PLAT 7 SUBDIVISION

EXHIBIT A
DRAINAGE AGREEMENT
DAYBREAK NORTH SHORE VILLAGE CENTER

PERIGEE
CONSULTING
CIVIL - SURVEYAL - TRAFFIC
1000 N. 1000 W. SUITE 100
SALT LAKE CITY, UT 84119
PHONE: 801.488.1111
WWW.PERIGEECONSULTING.COM

DATE: _____ TIME: _____
NETWORK: _____
PLAT: _____
LINE NUMBER: _____
SHEET NUMBER: _____
DESIGNER: _____
MGR: _____

JOB NUMBER
00663

PREPARED FOR: DAYBREAK COMMITTEES DATE SUBMITTED: 06-17-2020

KENNECOTT DAYBREAK OQUIRRH LAKE PLAT AMENDED

LEGEND

- PROPOSED DRAINAGE AGREEMENT AREA
- STORMWATER FACILITIES MAINTENANCE AGREEMENT PER ENTRY NO. 13114322

Line #	Length	Direction
L1	61.162	S88°50'12"W
L2	7.881	N01°09'48"W
L3	9.238	N81°09'42"W
L4	41.628	S88°50'12"W
L5	5.166	S28°50'18"W
L6	8.947	N61°09'42"W
L7	52.024	S88°50'12"W

Line #	Length	Direction
L8	5.164	S28°50'18"W
L9	8.943	N81°09'42"W
L10	41.635	S88°50'12"W
L11	22.354	N00°00'00"E
L12	11.813	N75°00'00"E
L13	9.289	N14°59'50"E
L14	15.000	N00°00'00"E

SCALE 1"=120'



Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	8.273	75.182	004°46'50"	S01°22'35"W	6.271
C2	21.397	391.203	003°08'02"	S02°11'59"W	21.394
C3	61.328	189.806	018°30'48"	S80°49'01"W	61.062
C4	63.538	196.797	018°28'55"	S80°48'35"W	63.262
C5	17.773	14.000	072°44'08"	N36°22'04"E	18.803
C6	102.209	141.000	041°31'58"	N51°58'09"E	99.985
C7	25.655	25.000	058°47'50"	N60°36'05"E	24.544
C8	18.017	209.000	004°56'21"	S02°28'11"E	18.011
C9	25.041	209.000	006°51'53"	S11°34'03"E	25.026
C10	4.721	4.500	060°06'16"	S44°56'52"E	4.507
C11	51.262	381.500	008°07'29"	S10°50'00"E	51.219

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C12	32.694	407.500	004°35'49"	N08°23'18"W	32.685
C13	2.499	386.500	000°22'14"	N14°10'55"W	2.499
C14	7.019	4.500	089°22'02"	N30°18'59"E	6.329
C15	6.274	142.000	002°31'53"	N13°44'03"W	6.273
C16	20.385	142.000	008°13'30"	N04°06'45"W	20.367
C17	12.656	160.000	004°31'55"	S81°05'40"E	12.653
C18	78.540	100.000	045°00'00"	N67°30'00"W	76.537
C19	37.786	407.036	005°19'09"	N48°13'21"W	37.774
C20	49.889	142.856	020°00'33"	N58°39'00"W	49.836
C21	82.468	165.729	028°30'39"	N75°00'26"W	81.620

N:\00182 Daybreak\Cadd\Survey\Master\North Shore\Exhibit\2020-06-17 NSC Additional Drainage Agreement Exhibit.dwg, 6/17/2020 3:25:00 PM, DWG To PDF.pc3

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

CONTACT INFORMATION

Name (Main Contact): VP Daybreak Devco LLC Phone: 801-685-4230
Address: 11248 Kestrel Rise Road Suite 201
City: South Jordan State: UT Zip: 84009
Contact Person: Gary Langston Phone: 801-913-7016
Contact Email: glangston@daybreakcommunities.com

SECONDARY CONTACT INFORMATION (ASSIGNED/ OR DEPARTMENT)

Name (Main Contact): VP Daybreak Devco LLC Phone: 801-685-4230
Address: 11248 Kestrel Rise Road Suite 201
City: South Jordan State: UT Zip: 84009
Contact Person: Zak Larsen Phone: 801-514-5221
Contact Email: zlarsen@daybreakcommunities.com