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Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 8 P.

**RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:**

Kennecott Land Company
4700 Daybreak Parkway, 3S
South Jordan, UT 84095
Attention: Senior Associate, Contracts
and Risk Management

TAX PARCEL # 26-24-456-005-0000, 26-24-456-002-0000

(space above for Recorder's use only)

FIRST AMERICAN TITLE

CV# 5312643

STORMWATER EASEMENT AGREEMENT

THIS STORMWATER EASEMENT AGREEMENT ("**Agreement**") is entered into as of June 2, 2011, by KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY, a Delaware corporation ("**KLRDC**").

RECITALS

- A. KLRDC is the owner of that certain real property located at the southwest corner of Daybreak Parkway and Vadiana Drive, in the City of South Jordan, County of Salt Lake, State of Utah, shown as Lot C-101 on the drawing attached hereto as **Exhibit A** and incorporated herein by reference (the "**Drawing**"), and more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference ("**Lot C-101**").
- B. KLRDC is the owner of that certain real property adjacent to and south of Lot C-101 shown as Lot C-103 on the Drawing, and more particularly described on **Exhibit C** attached hereto and incorporated herein by this reference ("**Lot C-103**").
- C. KLRDC, as the owner of Lot C-103, desires to grant to KLRDC, as the owner of Lot C-101, an easement for discharge of stormwater from Lot C-101 into and through a ditch or pipe to a stormwater detention pond or other facility located on Lot C-103, as more particularly described herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, KLRDC agrees as follows:

- 1. **Grant of Stormwater Easement.** KLRDC, as the owner of Lot C-103, hereby grants to KLRDC, as the owner of Lot C-101, a non-exclusive perpetual easement ("**Stormwater Easement**") for discharge of stormwater from Lot C-101 into and through a ditch or pipe to a stormwater detention pond or other facility located on Lot C-103

("Basin") which has been or will be constructed by KLRDC on Lot C-103. The Stormwater Easement shall: (i) run with the land, (ii) be appurtenant to and for the benefit of Lot C-101, (iii) be a burden on Lot C-103, and (iv) be binding on the heirs, successors and assigns of KLRDC as to the interest of KLRDC in all or any portion of Lot C-101 and/or C-103.

2. Maintenance of the Stormwater Improvements.

2.1 KLRDC shall cause the Basin, any ditches, pipes and other stormwater improvements and facilities on Lot C-103 ("**Stormwater Improvements**") to be maintained at no cost to the owner of Lot C-103.

2.2 The Stormwater Improvements shall remain the property of the owner of Lot C-103, unless and until the owner of Lot C-103 deeds and/or dedicates the Stormwater Improvements to South Jordan City (or other appropriate authority), as described in **Section 2.3**.

2.3 KLRDC, and its successors and assigns, shall have the right to dedicate, or otherwise transfer or convey, the Stormwater Improvements or any portion thereof to South Jordan City (or other appropriate authority).

2.4 KLRDC, or the owner of Lot C-103, shall at all times safely operate and maintain the Stormwater Improvements.

3. No Approval Rights.

3.1 Nothing contained herein shall be construed so as to give the owner of Lot C-101 a right to approve or disapprove of any plans, specifications or changes to the Stormwater Improvements, or the size, location or configuration of the buildings, driveways, drive aisles, parking areas or other improvements located on Lot C-103. KLRDC's current design for the Stormwater Improvements is shown on the Drawing.

3.2 Notwithstanding the provisions of **Section 3.1** to the contrary, the owner of Lot C-103 shall not cause any material changes to Lot C-103 which would adversely effect the use of Lot C-103 and/or the Stormwater Improvements for their intended purposes, as set forth in **Section 1**, without the prior written consent of the owner of Lot C-101.

4. Enforcement. All rights created hereunder shall be specifically enforceable in a court of equity, it being agreed that an action for damages would not be an adequate remedy for a breach of this Agreement.

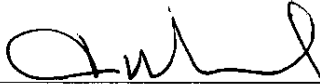
5. No Dedication. This Agreement is not intended to, and shall not be construed to dedicate any portion of Lot C-103, the Stormwater Improvements, or any interest therein

ACKNOWLEDGMENT

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

On June 3, 2011, personally appeared before me, a Notary Public,
Scott R. Kaufmann, the Vice President Commercial Development
of KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY personally
known or proved to me to be the person whose name is subscribed to the above
instrument who acknowledged to me that he executed the above instrument on behalf of
KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY.

WITNESS my hand and official Seal.



Notary Public in and for said State
My commission expires: 5-22-2012

[SEAL]

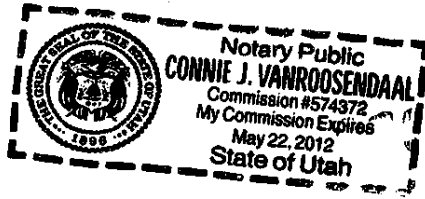
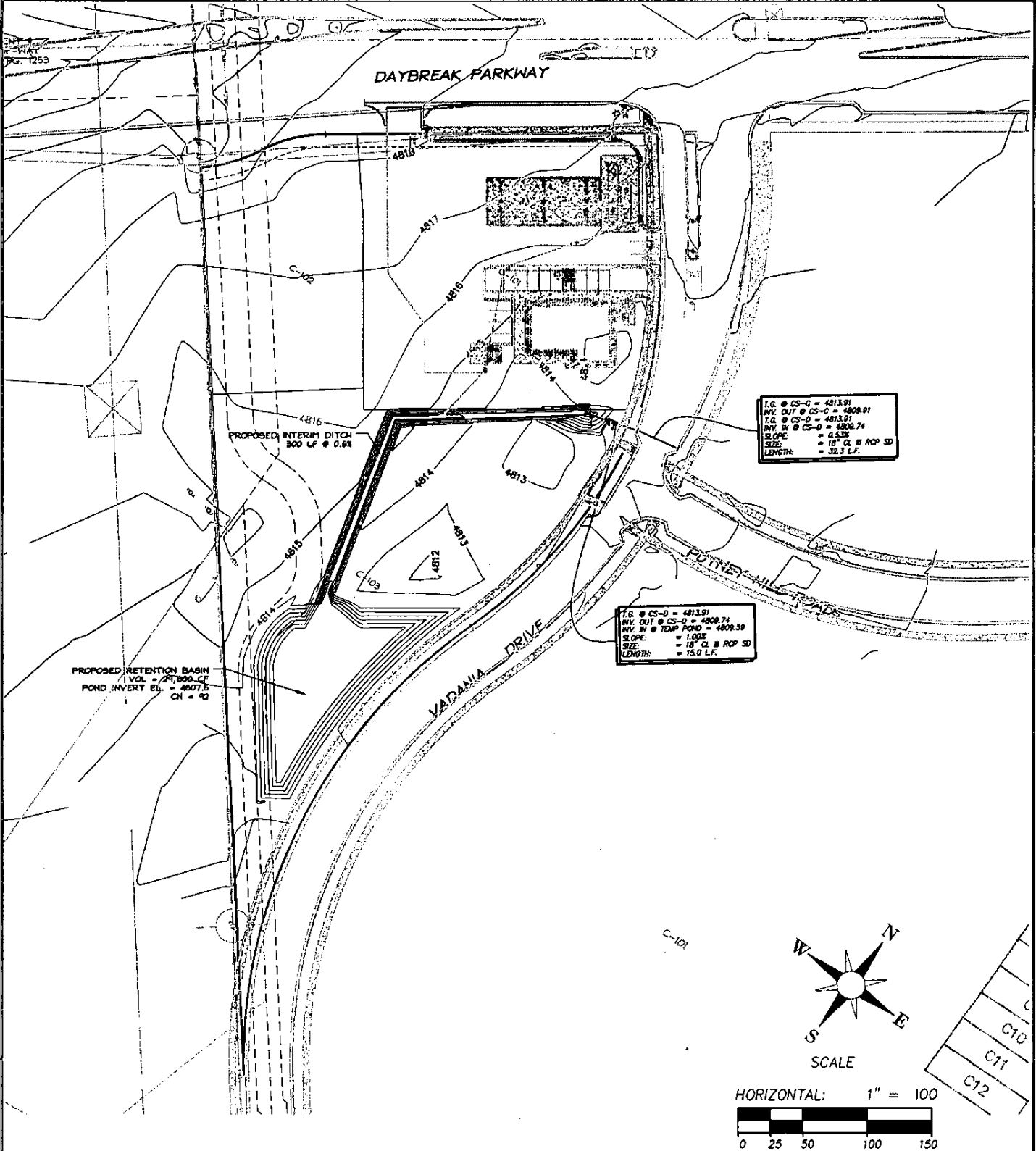


EXHIBIT A TO STORMWATER EASEMENT AGREEMENT

Attach Perigee Drawing Showing Lots C-101 and C-103 and current design of
Stormwater Improvements.

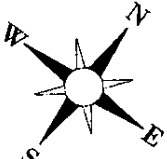


I.G. @ CS-C = 4813.91
 INV. OUT @ CS-C = 4809.91
 I.G. @ CS-D = 4813.91
 INV. IN @ CS-D = 4808.74
 SLOPE = 0.53%
 SIZE = 18" CL # RCP SD
 LENGTH = 32.3 LF.

I.G. @ CS-D = 4813.91
 INV. OUT @ CS-D = 4809.74
 INV. IN @ TSP POND = 4809.59
 SLOPE = 1.00%
 SIZE = 18" CL # RCP SD
 LENGTH = 15.0 LF.

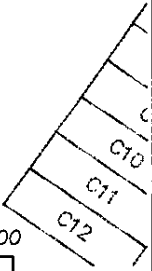
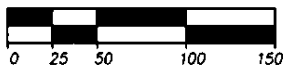
PROPOSED INTERIM DITCH
 300 LF @ 0.6%

PROPOSED RETENTION BASIN
 VOL. = 27,300 CF
 POND INVERT EL. = 4807.5
 CN = 42



SCALE

HORIZONTAL: 1" = 100



DAYBREAK PLAT C4
114TH S. & MVC COMMERCIAL (C4)
INTERIM GRADING PLAN

SHEET NUMBER

1

OF #### SHEETS

JOB NUMBER

####

8087 SOUTH 1800 WEST, SUITE 306
 801622.8004 TEL. 801.590.0911 FAX

WEST JORDAN, UT 84088
 WWW.PERIGEECIVIL.COM

PREPARED FOR: ###

DATE SUBMITTED: ###

EXHIBIT B TO STORMWATER EASEMENT AGREEMENT

LEGAL DESCRIPTION OF LOT C-101

THE FOLLOWING PROPERTY LOCATED IN THE COUNTY OF SALT LAKE,
STATE OF UTAH:

COMMENCING AT A POINT WHICH IS SOUTH 89°58'42" EAST, 57.84 FEET
ALONG THE SOUTH LINE OF SECTION 24 TOWNSHIP 3 SOUTH, RANGE 2
WEST, SALT LAKE BASE AND MERIDIAN, AND NORTH 00°01'18" EAST, 970.49
FEET FROM THE SOUTH QUARTER CORNER OF SECTION 24 TOWNSHIP 3
SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF
BEARING BEING SOUTH 89°58'42" EAST, 2677.86 FEET BETWEEN THE SOUTH
QUARTER CORNER AND THE SOUTHEAST CORNER OF SAID SECTION 24)
AND THENCE RUNNING NORTH 35°27'34" WEST 38.59 FEET; THENCE NORTH
70°26'41" WEST 36.45 FEET; THENCE NORTH 35°07'04" WEST, 118.79 FEET TO
THE SOUTH LINE OF DAYBREAK PARKWAY DRIVE; THENCE NORTH
54°53'01" EAST, 191.29 FEET ALONG SOUTH LINE DAYBREAK PARKWAY
DRIVE; THENCE SOUTH 37°11'45" EAST, 59.02 FEET; THENCE 16.26 FEET
ALONG A 190.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS
SOUTH 34°44'38" EAST 16.26 FEET); THENCE 19.17 FEET ALONG A 210.00 FOOT
REVERSE RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH
34°54'26" EAST, 19.17 FEET); THENCE 93.02 FEET ALONG A 363.75 FOOT
REVERSE RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 30°11'48"
EAST, 92.76 FEET); THENCE SOUTH 54°46'55" WEST, 163.99 FEET TO THE
POINT OF BEGINNING.

CONTAINING APPROXIMATELY 0.7982 ACRES

EXHIBIT C TO STORMWATER EASEMENT AGREEMENT

LEGAL DESCRIPTION OF LOT C-103

THE FOLLOWING PROPERTY LOCATED IN THE COUNTY OF SALT LAKE,
STATE OF UTAH:

COMMENCING AT A POINT WHICH IS SOUTH 89°58'42" EAST, 57.84 FEET
ALONG THE SOUTH LINE OF SECTION 24 TOWNSHIP 3 SOUTH, RANGE 2
WEST, SALT LAKE BASE AND MERIDIAN, AND NORTH 00°01'18" EAST, 970.49
FEET FROM THE SOUTH QUARTER CORNER OF SECTION 24 TOWNSHIP 3
SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF
BEARING BEING SOUTH 89°58'42" EAST, 2677.86 FEET BETWEEN THE SOUTH
QUARTER CORNER AND THE SOUTHEAST CORNER OF SAID SECTION 24)
AND THENCE RUNNING NORTH 54°46'55" EAST, 163.99 FEET; THENCE
NORTHWESTERLY 93.02 FEET ALONG THE ARC OF A 363.75 FOOT RADIUS
CURVE TO THE LEFT (CHORD BEARS NORTH 30°11'48" WEST, 92.76 FEET);
THENCE 19.17 FEET ALONG THE ARC OF A 210.00 FOOT RADIUS CURVE TO
THE RIGHT (CHORD BEARS NORTH 34°54'26" WEST, 19.17 FEET); THENCE
NORTHWESTERLY 16.26 FEET ALONG A 190.00 FOOT RADIUS CURVE TO THE
LEFT (CHORD BEARS NORTH 34°44'38" WEST, 16.26 FEET); THENCE NORTH
37°11'45" WEST, 59.02 FEET; THENCE NORTH 54°53'01" EAST, 10.01 FEET; TO
THE WEST LINE OF VADANIA DRIVE; THENCE ALONG THE WEST LINE OF
VADANIA DRIVE THE FOLLOWING SEVEN (7) COURSES; 1) SOUTH 37°11'45"
EAST, 58.65 FEET; 2) THENCE 17.12 FEET ALONG THE ARC OF A 200.00 FOOT
RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 34°44'38" EAST, 17.11
FEET); 3) THENCE 18.26 FEET ALONG THE ARC OF A 200 FOOT RADIUS
CURVE TO THE LEFT (CHORD BEARS SOUTH 34°54'26" EAST, 18.25 FEET; 4)
THENCE 121.67 FEET ALONG THE ARC OF A 373.75 FOOT RADIUS CURVE TO
THE RIGHT (CHORD BEARS SOUTH 28°11'46" EAST, 121.13 FEET); 5) THENCE
39.83 FEET ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE
RIGHT (CHORD BEARS SOUTH 13° 09'55" EAST, 39.76 FEET); 6) THENCE 179.75
FEET ALONG THE ARC OF A 380.50 FOOT RADIUS CURVE TO THE RIGHT
(CHORD BEARS SOUTH 06°04'22" WEST, 178.08 FEET); 7) THENCE 411.15 FEET
ALONG THE ARC OF A 419.50 RADIUS CURVE TO THE LEFT (CHORD BEARS
SOUTH 08°28'16" EAST, 394.89 FEET); THENCE NORTH 37°37'33" WEST, 421.23
FEET; THENCE NORTH 37°29'42" WEST 113.69 FEET; THENCE NORTH 52°30'18"
EAST, 117.70 FEET; THENCE NORTH 41°04'31" EAST, 48.86 FEET TO THE POINT
OF BEGINNING.

CONTAINING APPROXIMATELY 1.7717 ACRES