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04/03/2019 02:08 PM \$32.00
Book - 10766 Pg - 7076-7087
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
RYAN WHITNEY
5200 S HIGHLAND DR
STE 101
SLC UT 84117
BY: NPP, DEPUTY - WI 12 P.

When recorded, mail to:

Salt Lake County
Stormwater Construction Supervisor
2001 South State Street N3-600
Salt Lake City, Utah 84190-4050

"To be transferred from mother parcels to new subdivision
lots and any/all common space lots."

Affects Parcel No(s): 1420377011

STORMWATER MAINTENANCE AGREEMENT

This Stormwater Maintenance Agreement (this "Agreement") is made and entered into this 1st
day of APRIL, 2019, by and between Magna Metro
Township, a municipal corporation of the State of Utah (the "Metro"); and
WHITNEY INVESTMENT PROPERTIES, LLC (the "Owner").

RECITALS

WHEREAS, the Metro is authorized and required to regulate and control the disposition of storm
and surface waters within the Metro, as set forth in the Metro 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 (the "Act"); and

WHEREAS, by contract, Salt Lake County ("County") is Metro's agent to provide all regulatory
and management controls for the disposition or storm and surface waters, including the power to
enforce the Metro's Ordinance; 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 (the "Property"), which property is subject to regulation by
Metro as laid out above; 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 facilitate these anticipated changes, the Owner desires to build and maintain, at Owner's expense, storm and surface water management facilities, including structures, improvements, and/or vegetation to control the quantity and quality of the storm water (the "Stormwater Facilities"); and

WHEREAS, 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 office of the Metro's agent's Planning and Development Services Division, and are hereby incorporated herein by this reference (the "Development Plan"); and

WHEREAS, 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 "Stormwater Management Plan"), is attached hereto as Exhibit "B" and is incorporated herein by this reference; and

WHEREAS, as a condition of the Development Plan approval, and as required by the Jordan Valley Municipalities Permit No. UTS000001 ("UPDES Permit") from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Stormwater Maintenance 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 Metro's approval of the Stormwater Maintenance Plan through its agent, County, and the mutual covenants contained herein, the parties agree as follows:

SECTION 1

Construction of Stormwater Facilities. 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 Metro or its agent.

SECTION 2

Maintenance of Stormwater Facilities. The Owner shall, at its sole cost and expense, operate and maintain the Stormwater Facilities in strict accordance with the Stormwater Maintenance 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.

SECTION 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 Metro's agent 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 July 31, of each year and shall be in a form acceptable to the Metro's agent.

SECTION 4

Oversight Inspection Authority. The Owner hereby grants permission to the Metro, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice to the Owner. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the Metro or its agent. 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 Stormwater Maintenance Plan.

SECTION 5

Notice of Deficiencies. If the Metro or its agent finds the Stormwater Facilities contain any defects or are not being maintained adequately, the Metro 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 Metro Ordinances Section 17.22. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the Property address.

SECTION 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 Metro or its agent within the required cure period to ensure the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.

SECTION 7

Corrective Action. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the Metro and its agent, the Metro or its agent may proceed with any enforcement mechanism provided in Metro Ordinance Section 17.22. The Metro or its agent may also give written notice that the Stormwater Facilities will be disconnected from the Metro'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 Metro 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 Metro or its agent. The actions described in this Section are in addition to and

not in lieu of the legal remedies available to the Metro 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.

SECTION 8

Reimbursement of Costs. In the event the Metro 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 Metro's municipal separate storm sewer system, the Owner shall reimburse the Metro or its agent upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the Metro or its 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 Metro or its agent in collection of delinquent payments. The Owner hereby authorizes the Metro or its agent to assess any of the above-described costs, if remained unpaid, by recording a lien against the Property.

SECTION 9

Successors and Assigns. 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 and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.

SECTION 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.

SECTION 11

Utah Law and Venue. 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.

SECTION 12

Indemnification. This Agreement imposes no liability of any kind whatsoever on the Metro or its agent. The Owner hereby agrees to indemnify and hold the Metro 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.

SECTION 13

Amendments. This Agreement shall not be modified except by written instrument executed by the Metro 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.

SECTION 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 this Agreement.

[SIGNATURE PAGE TO FOLLOW]

ATTACHMENTS:

- Exhibit A (Plat and Legal Description)
- Exhibit B (Stormwater Management Plan)
- Exhibit C (8.5" x 11" Grading and Drainage plan)

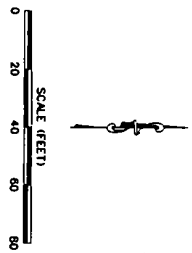
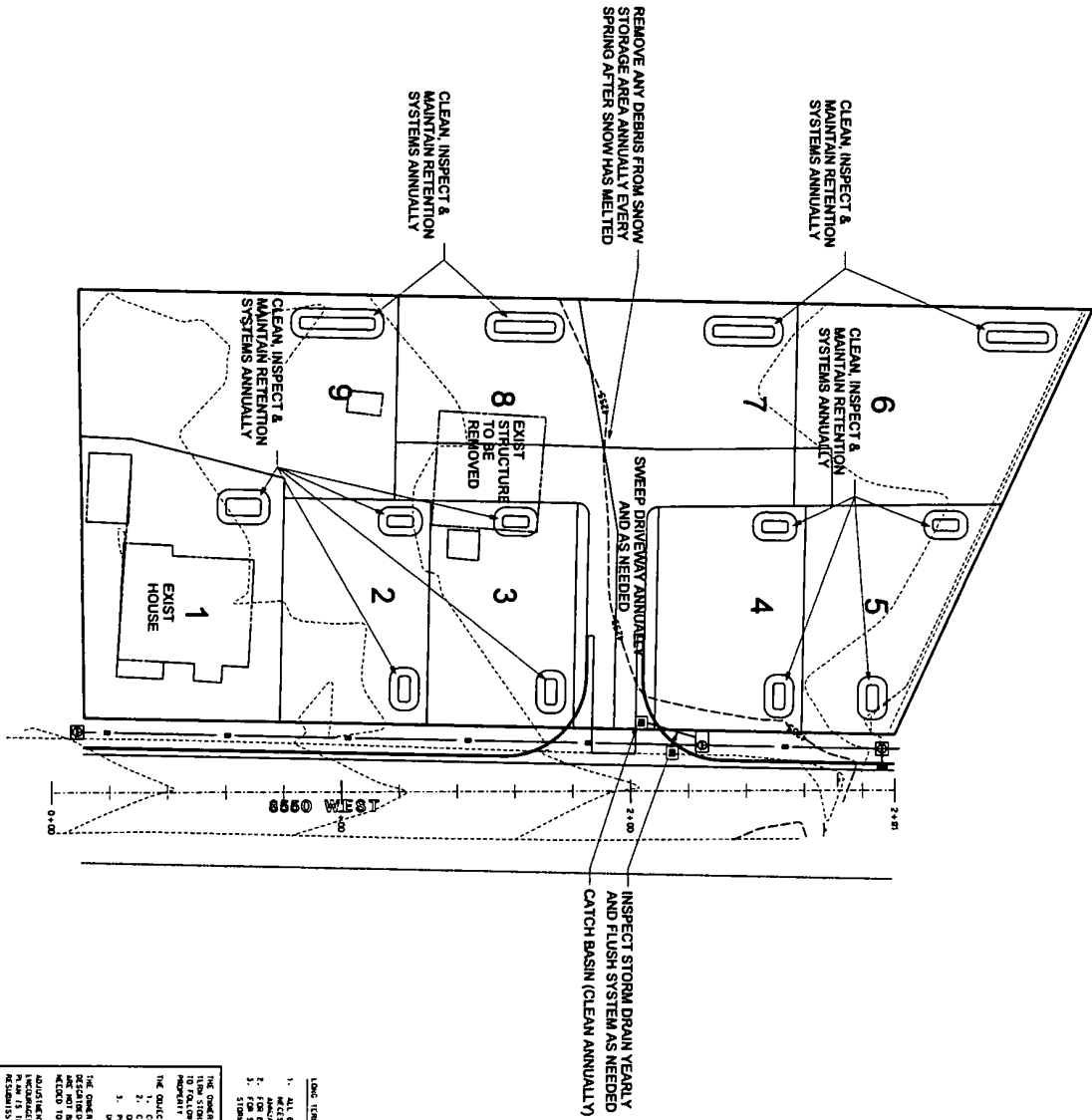
VTDI 14-20-377-011-0000 DIST ACB
WHITNEY INVESTMENT PROPERTIES TAX CLASS UPDATE
LLC LEGAL PRINT TOTAL ACRES 1.08
REAL ESTATE
BUILDINGS
TOTAL VALUE

4050 S SPLENDOR CIR NO:
HOLLADAY UT 84124217750 EDIT 1 FACTOR BYPASS
LOC: 2650 S 8550 W EDIT 0 BOOK 10625 PAGE 9160 DATE 12/11/2017
SUB: UNKNOWN TYPE UNKN PLAT

04/03/2019 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
COM N 88-45' E 375 FT & N 0-37' E 453.5 FT FR IRON PIN IN
CEMENT POST AT SW COR OF HOWARD & WITCHER TRACT IN SW 1/4
SEC 20 T 1S R 2W SL MER & FR WHICH THE SW COR OF SEC 20
BEARS S 85-46' W 1027.64 FT N 88-45' E 150 FT N 0-37' E 280
FT N 66-08' W 165 FT M OR L TO A PT N 0-37' E OF BEG S 0-37'
W 350 FT TO BEG 1.08 AC 5850-2251 5850-2253 6232-1318
6560-2911 7142-1799 7994-2220 8019-2740 9354-9091 09471-3691

PFKEYS: 1=RXPH 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=VTBK 11=RXPN 12=PREV

EXHIBIT B



MAINTENANCE SCHEDULE			
DESCRIPTION	FREQUENCY	QUANTITY	REMARKS
INSPECT & MAINTAIN BARS	ANNUALLY	AS NEEDED	
INSPECT CATCHMENT CHAINS	ANNUALLY	AS NEEDED	
LANDSCAPE WATERING & TRIMMING	ANNUALLY	AS NEEDED	
CATCH BASIN CLEANING	ANNUALLY	AS NEEDED	
RETENTION BASIN CLEANING	ANNUALLY	AS NEEDED	
CLEAN SNOW STORAGE AREA	ANNUALLY	AS NEEDED	
STORM DRAIN INSPECTION	ANNUALLY	AS NEEDED	
STORM DRAIN FLUSHING	ANNUALLY	AS NEEDED	
SNOW CLEANUP	ANNUALLY	AS NEEDED	

LONG TERM STORM WATER POLLUTION PREVENTION AND MAINTENANCE PLAN NOTES:

1. ALL SUD AND MAINTENANCE PROGRAMS ARE TO BE PERFORMED AS ANNUALLY. THE SCHEDULE FOR THIS PROJECT'S SUD INSPECTION IS TO BE PERFORMED ANNUALLY. THE SCHEDULE FOR THIS PROJECT'S SUD INSPECTION IS TO BE PERFORMED ANNUALLY. THE SCHEDULE FOR THIS PROJECT'S SUD INSPECTION IS TO BE PERFORMED ANNUALLY.
2. FOR SUD AND MAINTENANCE PROGRAMS SEE PART 4.01 & 4.02. STORMWATER MAINTENANCE PLAN DOCUMENT FOR THE SUBDIVISION.

THE OWNER(S) OF THE LOT(S) ARE RESPONSIBLE TO PERIODICALLY (BUT NOT THIS LONG TERM PLAN) TO FOLLOW THE PLAN AND REPORT TO THE CITY ENGINEER WITHIN THE PRESCRIBED PERIODS.

THE OBJECTIVES OF THE PLAN ARE TO:

1. CONTROL AND REDUCE STORMWATER AND STORM DRAINAGE FACILITIES ON THE PROJECT.
2. CONTROL AND REDUCE STORMWATER AND STORM DRAINAGE FACILITIES ON THE PROJECT.
3. CONTROL AND REDUCE STORMWATER AND STORM DRAINAGE FACILITIES ON THE PROJECT.

THE OWNER(S) OF THE LOT(S) SHALL COMPLY WITH ALL REQUIREMENTS OF THE CITY ENGINEER AND SHALL BE RESPONSIBLE FOR THE COST OF ALL MAINTENANCE AND INSPECTION OF THE PLAN AS DESCRIBED IN THIS MAINTENANCE SCHEDULE. IF THE OBJECTIVES OF THE PLAN ARE NOT MET, THE OWNER(S) SHALL MAKE NECESSARY ADJUSTMENTS TO THE PLAN AS DESCRIBED IN THIS MAINTENANCE SCHEDULE.

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BONANZA MEADOWS SUBDIVISION

MAGNA, UTAH

LONG-TERM STORMWATER MANAGEMENT PLAN

PROJECT NO. 2017-060


SHEET NO. 4.00

MW BROWN ENGINEERING, INC.

Office: (801) 277-1790 Fax: (801) 277-1799
378 East 770 North, Orem UT 84057

EXHIBIT B

SOURCE CONTROL BMP
 Inspection and Maintenance




Issues Discussed

- Inspect silt trap
- Remove debris
- Measure silt trap
- Clean silt trap
- Record

1. Inspect silt trap for debris and silt. If debris is present, remove it. If silt is present, measure the depth of the silt. If the silt depth is greater than 1/2 inch, clean the silt trap. Record the date, time, and location of the inspection. Record the amount of debris and silt removed. Record the name of the inspector.

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SOURCE CONTROL BMP
 Inspect and Maintain




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SOURCE CONTROL BMP
 Inspect and Maintain



Issues Discussed

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SOURCE CONTROL BMP
 Storm Water System Signs

Issues Discussed

- Inspect signs
- Replace missing signs
- Clean signs
- Record

1. Inspect signs for damage and readability. If signs are missing, replace them. If signs are dirty, clean them. Record the date, time, and location of the inspection. Record the name of the inspector.



TREATMENT CONTROL BMP
 Catch Basin Inspects

Issues Discussed

- Inspect catch basin
- Remove debris
- Measure catch basin
- Clean catch basin
- Record

1. Inspect catch basin for debris and silt. If debris is present, remove it. If silt is present, measure the depth of the silt. If the silt depth is greater than 1/2 inch, clean the catch basin. Record the date, time, and location of the inspection. Record the amount of debris and silt removed. Record the name of the inspector.

SOURCE CONTROL BMP
 Inspect and Maintain

Issues Discussed

- Inspect silt trap
- Remove debris
- Measure silt trap
- Clean silt trap
- Record

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SOURCE CONTROL BMP
 Inspect and Maintain

Issues Discussed

- Inspect silt trap
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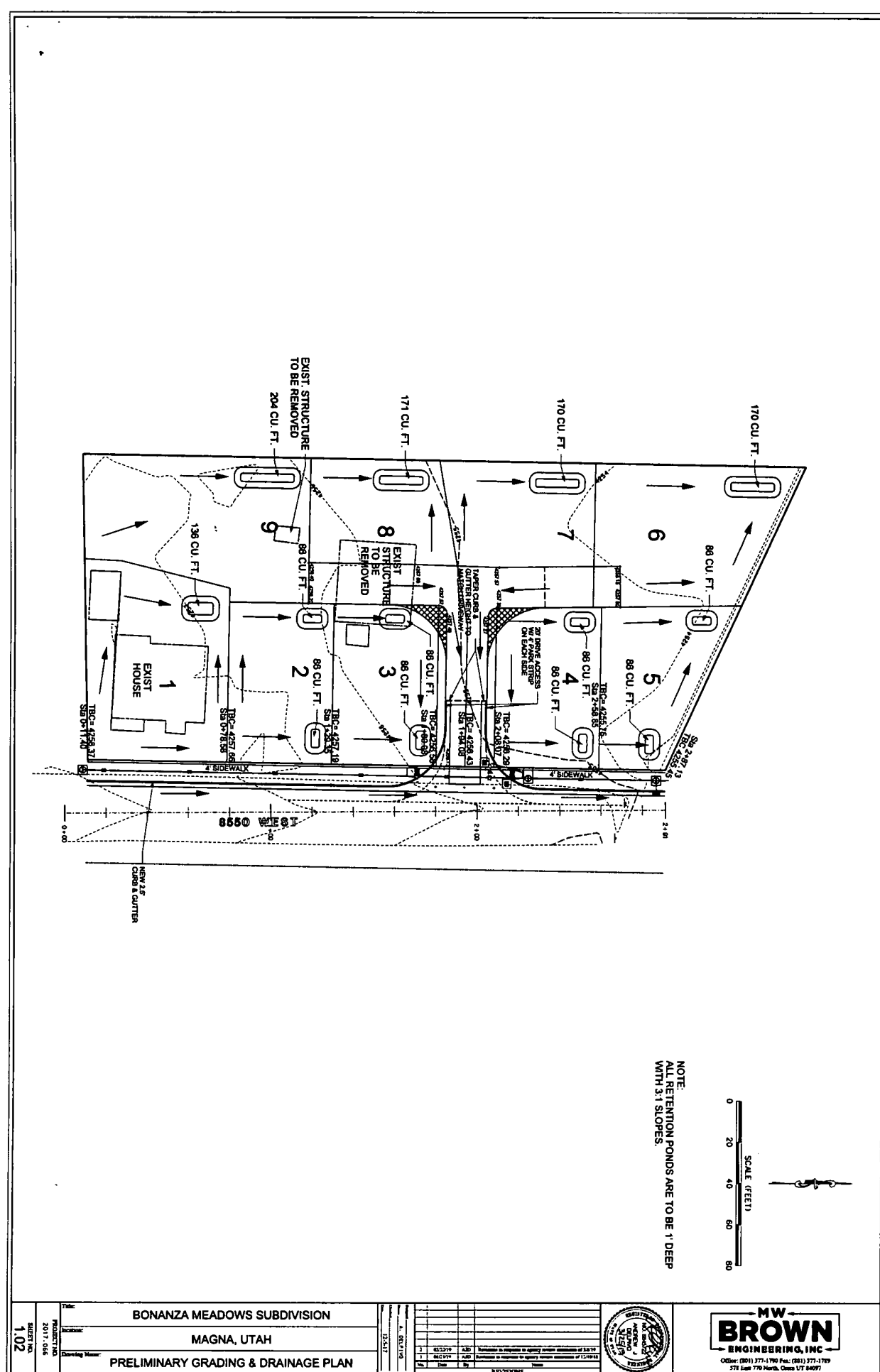
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BONANZA MEADOWS SUBDIVISION
 MAGNA, UTAH
 LONG-TERM SMP DETAILS

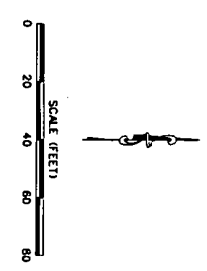
DATE	
TIME	
INSPECTOR	
PROJECT NO.	2017-048
SCALE	4.01

MW BROWN ENGINEERING, INC.
 375 East 770 North, Ogden UT 84407
 (435) 741-1790 Fax: (435) 741-1799

EXHIBIT C



NOTE:
ALL RETENTION PONDS ARE TO BE 1' DEEP
WITH 3:1 SLOPES.



BONANZA MEADOWS SUBDIVISION MAGNA, UTAH PRELIMINARY GRADING & DRAINAGE PLAN		<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>CHKD.</th> <th>REVISIONS</th> </tr> <tr> <td>1</td> <td>03/27/14</td> <td>ALB</td> <td></td> <td>PRELIMINARY GRADING & DRAINAGE PLAN</td> </tr> <tr> <td>2</td> <td>04/02/14</td> <td>ALB</td> <td></td> <td></td> </tr> </table>	NO.	DATE	BY	CHKD.	REVISIONS	1	03/27/14	ALB		PRELIMINARY GRADING & DRAINAGE PLAN	2	04/02/14	ALB				<p>Office: (801) 377-1700 Fax: (801) 377-1709 578 East 770 North, Orem UT 84057</p>
NO.	DATE		BY	CHKD.	REVISIONS														
1	03/27/14	ALB		PRELIMINARY GRADING & DRAINAGE PLAN															
2	04/02/14	ALB																	
Title: PROJECTING NO. 2017-086 Drawing No. 1.02	A. GRADING 10.512																		