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When recorded, mail to:

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

12541611
05/24/2017 12:40 PM \$0.00
Book - 10560 Pg - 5753-5761
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: CBA, DEPUTY - WI 9 P.

Affects Parcel No(s): 27-20-401-029

**THE VILLAGE AT HIGHRIDGE
STORMWATER FACILITIES MAINTENANCE AGREEMENT**

This stormwater facilities maintenance agreement is dated 4-30-17, 2017, and is between CENTURY LAND HOLDINGS OF UTAH, LLC, a Utah limited liability company ("**Owner**"), and the CITY OF SOUTH JORDAN, a Utah municipal corporation ("**City**").

City is authorized and required to regulate and control the disposition of storm and surface waters within City, as set forth in the South Jordan City Stormwater and Floodwater Control Ordinance, as amended ("**Ordinance**"), and as adopted pursuant to the Utah Water Quality Act, as set forth in Utah Code §§ 19-5-101, *et seq.*, as amended ("**Act**"). City owns subsurface stormwater management facilities ("**City Facilities**") that connect to the surface area depicted and described in the attached **Exhibit A**, which surface area and improvements are the property of Owner. City and Owner desire to effectively accommodate and regulate storm and surface water flow conditions in and around the area depicted in Exhibit A and to adequately protect City's stormwater infrastructure and Owner's property by entering into this agreement.

The parties therefore agree as follows:

1. **Owner Facilities.** Owner hereby represents and acknowledges that it is the owner in fee simple of Parcel A of The Village at Highridge subdivision plat, which shall be developed and maintained for the purpose of managing storm and surface water as depicted in Exhibit A (the "**Owner Facilities**").
2. **Maintenance of Owner Facilities.** Owner shall, at its sole cost and expense, adequately maintain the Owner Facilities including all surface improvements and vegetation. Adequate maintenance, for purposes of this agreement, is defined as good working condition so that the Owner Facilities are performing their design functions to control the quantity and quality of the stormwater exiting and entering back into the City Facilities.
3. **City Right of Entry.** Owner hereby grants permission to City, its authorized agents and employees, to enter upon Owner's property to maintain the City Facilities whenever City deems maintenance is necessary. Such maintenance shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by City.

Highridge Maintenance Agreement
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4. **City Oversight Inspection Authority.** Owner hereby grants permission to City, its authorized agents and employees, to enter upon Owner's property to inspect the Owner Facilities whenever deemed necessary by City. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by City. The purpose of the inspection shall be to determine and ensure that the Owner Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and all land development plans approved by City for Owner's property.

5. **Notice of Deficiencies.** If City finds that the Owner Facilities contain any defects or that Owner is not adequately maintaining the Owner Facilities, 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 Owner or sent certified mail to Owner at the address provided on the attached "Supplemental Contact Information Sheet for City of South Jordan Stormwater Facilities Maintenance Agreement" (the "**Contact Sheet**") It is Owner's responsibility to update the Contact Sheet if Owner's contact information changes, and to provide the updated Contact Sheet to City.

6. **Owner to Make Repairs.** Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Owner Facilities as may be determined as reasonably necessary by City within the required cure period to ensure that the Owner Facilities are adequately maintained and continue to operate as designed and approved.

7. **City's Corrective Action Authority.** If the Owner fails to adequately maintain the Owner Facilities depicted in Exhibit A in good working condition acceptable to City, after due notice of deficiencies as provided in Paragraph 5, City may enter upon Owner's property and take whatever steps necessary to correct deficiencies and to charge the costs of such repairs to Owner. The parties expressly understand and agree that City is under no obligation to repair or replace Owner Facilities, and in no event shall this agreement be construed to impose any such obligation on City. The actions described in this paragraph are in addition to and not in lieu of any and all legal remedies available to 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.** If 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, Owner shall reimburse City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by City. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten (10) percent per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by 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 Owner Facilities 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 Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Owner Facilities 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 Owner, its successors and assigns, or City 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.** This Agreement imposes no liability of any kind whatsoever on City, and Owner agrees to hold City harmless from any liability if the Owner Facilities fail to operate properly. Owner shall indemnify and hold City harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against City from the construction, presence, existence, or maintenance of the Owner Facilities.

13. **Amendments.** This agreement shall not be modified except by written instrument executed by City and Owner, 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 Owner Facilities, Owner shall obtain a title insurance policy showing this Agreement as a permitted encumbrance on the Owner Facilities.

[SIGNATURE PAGE FOLLOWS]

This agreement is effective as of the date stated in the introductory clause.

“City” - the City of South Jordan, a Utah municipal corporation.

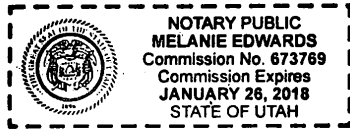
Gary L. Whatcott
By: Gary L. Whatcott
Its: City Manager

State of Utah)
 §)
County of Salt Lake)

Approved as to Form:
Approved as to Form:

[Signature]
Attorney for South Jordan City

The foregoing instrument was acknowledged before me this 15, May, 2017,
by Gary L. Whatcott, the City Manager of the
City of South Jordan.



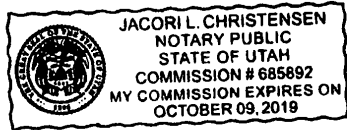
[Signature]
Notary Public
My commission expires:
Residing at:

“Owner” – Century Land Holdings of Utah, LLC, a Utah limited liability company.

[Signature]
By: Todd Amberry
Its: President

State of Utah)
 §)
County of Salt Lake)

The foregoing instrument was acknowledged before me this April 20th, 2017,
by Todd Amberry, the President of
Century Land Holdings of Utah, LLC.



[Signature]
Notary Public
My commission expires: Oct. 9, 2019
Residing at

Exhibit "A"
The Village at Highridge Stormwater Facilities Maintenance Agreement
Property Legal Description

A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL OF LAND BEING PARCEL A OF VILLAGE AT HIGHRIDGE SUBDIVISION (NOT YET RECORDED), SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS ON THE EASTERLY LINE OF LOT 4, HIGHRIDGE ESTATES PHASE 2 SUBDIVISION, BEING ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT ALSO BEING SOUTH 89°32'56" EAST ALONG THE SECTION LINE A DISTANCE OF 661.00 FEET, AND SOUTH 00°15'10" WEST 788.61 FEET FROM THE CENTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°15'10" WEST ALONG SAID EASTERLY LINE A DISTANCE OF 226.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 89°33'38" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4 A DISTANCE OF 135.85 FEET; THENCE NORTH 00°00'03" WEST 91.37 FEET; THENCE NORTH 62°10'16" WEST 20.31 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF RK COVE AND POINT OF A 48.50-FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE AND RIGHT-OF-WAY A DISTANCE OF 59.21 FEET THROUGH A CENTRAL ANGLE OF 69°56'34" (CHORD BEARS NORTH 14°35'36" WEST 55.60 FEET); THENCE EAST 64.56 FEET; THENCE NORTH 60.73 FEET; THENCE NORTH 84°45'09" EAST 104.70 FEET TO THE POINT OF BEGINNING.

CONTAINS 29,052 SQUARE FEET
0.667 ACRES, MORE OR LESS

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

CONTACT INFORMATION

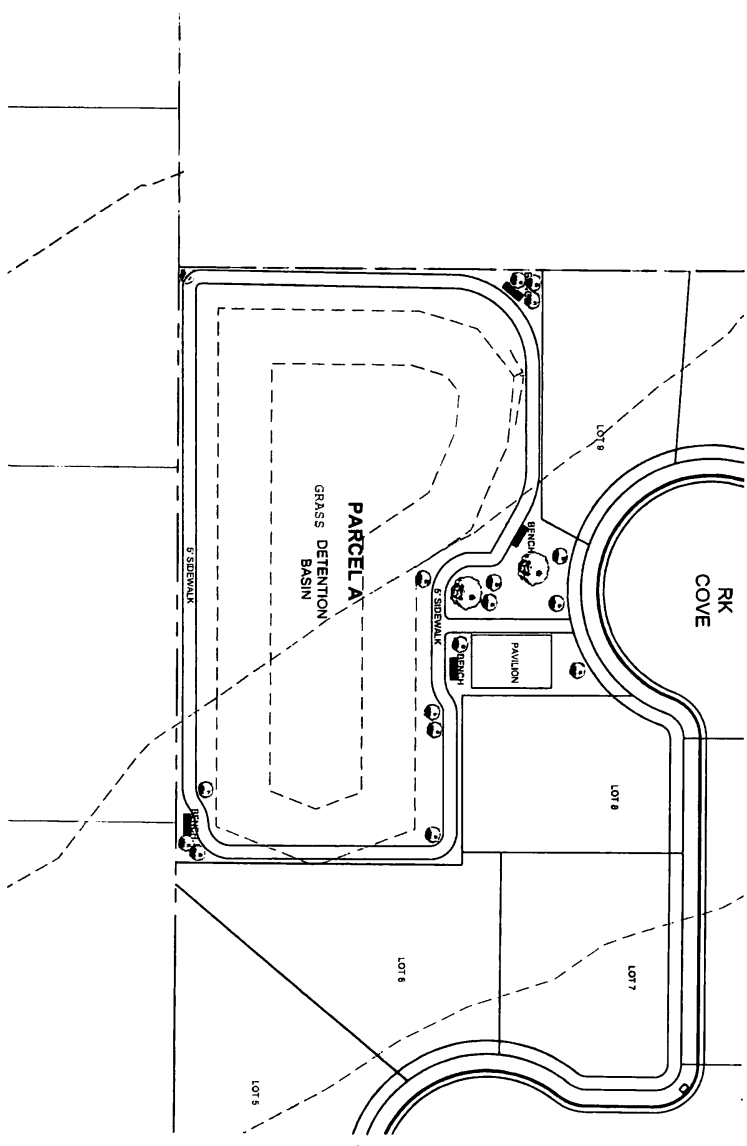
Name (Main Contact): - Poli Peters - Century Communities
Phone: 801 830-2807
Address: 2989 Maple Loop Drive Suite 110 Lehi UT 84043
City: Lehi
State: UT Zip: 84043
Contact Person: Poli Peters
Phone: 801 830-2807
Contact Email: polip@centurycommunities.com

SECONDARY CONTACT INFORMATION (ASSIGNED/ OR DEPARTMENT)

Name (Main Contact): Kameron Spencer - Century Communities
Phone: 801-330-0546
Address: same as poli
City: Lehi
State: UT Zip: 84043
Contact Person: Kameron Spencer
Phone: 801 330-0546
Contact Email: Kameron@centurycommunities.com

THE VILLAGE AT HIGHRIDGE

PARK AMENITY PLAN



WILDING
ENGINEERING

1475 E. 1200 S. SUITE 100
SOUTH JORDAN, UT 84095
PHONE: 801.973.1111
WWW.WILDINGENGINEERING.COM

NO.	REVISION	DATE

PROJECT INFORMATION

THE VILLAGE AT HIGHRIDGE
PARK AMENITY PLAN

SOUTH JORDAN, UTAH

DESIGNED BY: JMP
 DRAWN BY: GDW
 PROJECT NO.: 12004
 DATE: 08/15/16
 SCALE: 1" = 40'
 SHEET: 1 OF 1

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