

ANF

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10/28/2015 11:15 AM \$.00
Book - 10374 Pg - 3114-3122
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WEST VALLEY CITY
3600 CONSTITUTION BLVD
WVC UT 84119-3720
BY: LTA, DEPUTY - MA 9 P.

AFTER RECORDING RETURN TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Parcel No. 20-22-300-002

EASEMENT FOR RETENTION POND AND ACCESS

THIS EASEMENT FOR RETENTION POND (this "Grant") dated this 24th day of September, 2015, is executed by G&N WOODS PROPERTIES L.L.C., a [Utah] limited liability company ("Grantor"), SUNSET HILLS PHASE 2 HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation (the "HOA"), ARBOR/GARDNER/PLUM SUNSET HILLS, L.L.C., a Utah limited liability company ("Arbor"), and WEST VALLEY CITY, a municipal corporation of the State of Utah ("West Valley" and, together with the HOA and Arbor, "Grantees").

RECITALS:

- A. Grantor is the owner of certain real property located in Salt Lake County, Utah ("Grantor's Parcel").
- B. Arbor is the owner of certain real property located in Salt Lake County, Utah and adjacent to Grantor's Parcel ("Arbor's Parcel").
- C. Arbor is in the process of constructing a road on a portion of Arbor's Parcel more particularly described on Exhibit "A" attached hereto (the "Road").
- D. The Road will provide access to and serve the homes constructed on Arbor's Parcel.
- E. A portion of Arbor's Parcel is under the control of the HOA.
- F. In connection with the Road, Arbor is required to construct a retention pond, and Grantor has agreed to grant Grantees a right to construct, use and operate a retention pond in an area located on Grantor's Parcel, as more particularly described on Exhibit "B" attached hereto (the "Easement Area").
- G. West Valley has, as a condition to permitting the construction of the Road, required that the HOA maintain the retention pond.
- H. Grantor and Grantees will each, directly or indirectly, benefit from the construction of the Road.

GRANT OF EASEMENT:

NOW THEREFORE, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantees a perpetual, irrevocable, non-exclusive easement, across, upon and beneath the Easement Area for access and for the construction, installation, operation, inspection, servicing, maintenance, repair, and alteration of a retention pond and related improvements (collectively, the “**Retention Pond**”), in, over and across the Easement Area (the “**Easement**”) for purposes of retaining water draining from the Road. The parties anticipate that upon completion, the Road will be dedicated for public use.

2. Termination of Easement. If a new and permanent replacement facility with sufficient capacity is constructed outside the Easement Area, and which is used to retain water from the Road, this Grant, and all rights and obligations hereunder, will automatically terminate.

3. Maintenance. The HOA shall, at its own cost and expense, maintain the Retention Pond located in the Easement Area in good order and repair, including, without limitation, keeping the Retention Pond free of debris, rubbish, and other materials. The HOA shall be relieved of its obligations under this Section 3 upon the occurrence of either: (a) the Retention Pond is expanded to a greater capacity than that constructed by Arbor, in which event the party expanding the Retention Pond is hereby required to assume the obligations of the HOA under this Section 3 as a condition to being permitted to expand the Retention Pond; or (b) a third party expressly assumes: (i) ownership of the Retention Pond, and (ii) all obligations of the HOA under this Section 3.

4. Covenants to Run With the Land. The easement, covenants, terms and conditions of this Grant and the rights related thereto shall constitute covenants running with the land, and shall burden the Easement Area as the servient estate and shall be binding upon Grantor and its successors, assigns, and any person or entity acquiring an interest in the Easement Area.

5. No Fees or Charges. No fee, charge or other cost shall be imposed by Grantor on the exercise by Grantees of rights under this Grant.

6. General Provisions. This Grant shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. This Grant shall inure to the benefit of, and be binding on, Grantor and Grantees and their respective successors and assigns. Whenever possible, each provision of this Grant shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Grant shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Grant. This Grant may not be terminated, extended, modified or amended without the written agreement of Grantor and Grantees. If any party to this Grant brings suit to enforce or interpret this Grant or for damages on account of the breach of any provision of this Grant, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing party is entitled.

[Signature pages follow]

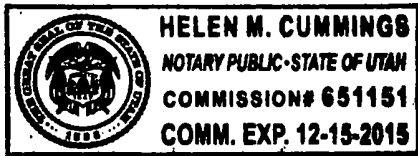
IN WITNESS WHEREOF, Grantor and Grantees have executed this Grant as of the date first set forth above.

GRANTOR: ~~X~~
G&N WOODS PROPERTIES L.L.C., a [Utah]
limited liability company

By: *Norma G. Wood*
Name: NORMA G. WOOD
Title: MANAGER


STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 24th day of September, 2015, personally appeared before me Norma G. Wood, who being by me duly sworn, did say that he or she is the manager of G&N WOODS PROPERTIES L.L.C., a [Utah] limited liability company, that the foregoing instrument was signed on behalf of said limited liability company by proper authority, and did acknowledge to me that said limited liability company executed the same.



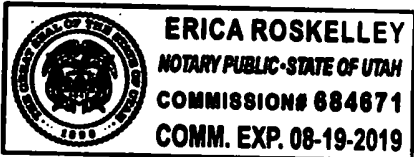
Helen M. Cummings
Notary Public

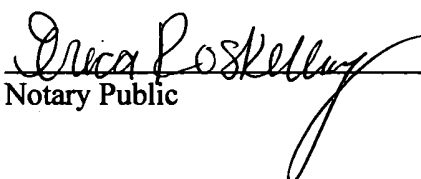
ARBOR:
ARBOR/GARDNER/PLUM SUNSET HILLS,
L.L.C., a Utah limited liability company

By: 
Name: John Gust
Title: Manager

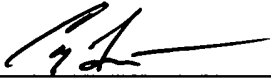
STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 25 day of September, 2015, personally appeared before me John Gust, who being by me duly sworn, did say that he is the Manager of Arbor/Gardner/Plum Sunset Hills, L.L.C., a Utah limited liability company, that the foregoing instrument was signed on behalf of said limited liability company by proper authority, and did acknowledge to me that said limited liability company executed the same.




Notary Public

HOA:
SUNSET HILLS PHASE 2 HOMEOWNERS
ASSOCIATION, INC., a Utah nonprofit corporation

By: 
Name: CORY GUST
Title: President

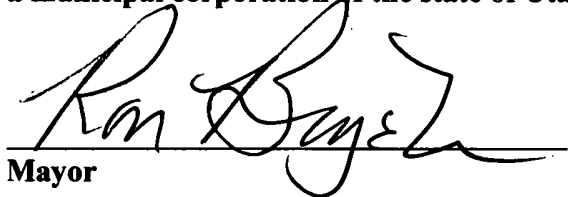
STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 25 day of Sept, 2015, personally appeared before me Cory Gust, who being by me duly sworn, did say that he is the President of SUNSET HILLS PHASE 2 HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation, that the foregoing instrument was signed on behalf of SUNSET HILLS PHASE 2 HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation by proper authority, and did acknowledge to me that SUNSET HILLS PHASE 2 HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation executed the same.




Notary Public

GRANTEE:
West Valley City,
a municipal corporation of the state of Utah



Mayor

WEST VALLEY CITY ACKNOWLEDGEMENT

State of Utah)
County of Salt Lake) :SS

On this 20 day of October, 2015, personally appeared before me **Ron Bigelow**, who being by me duly sworn did say that he is the Mayor of West Valley City, a municipal corporation of the State of Utah, and that he signed the foregoing instrument on behalf of West Valley City, by authority of a resolution of West Valley City Council, and said Mayor **Bigelow** acknowledged to me that said West Valley City executed the same.



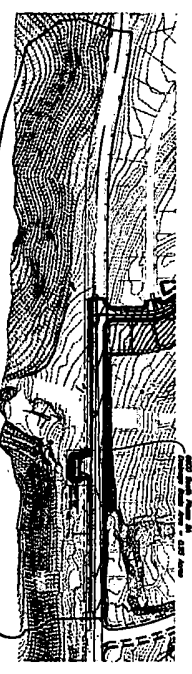
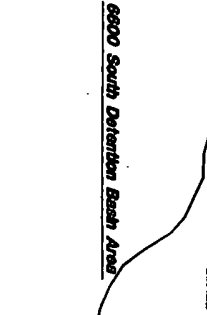
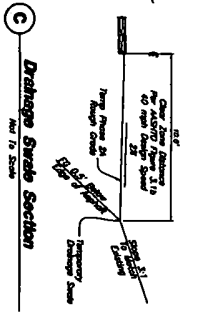
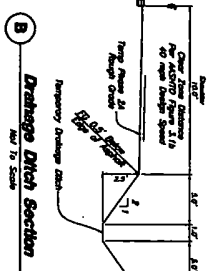
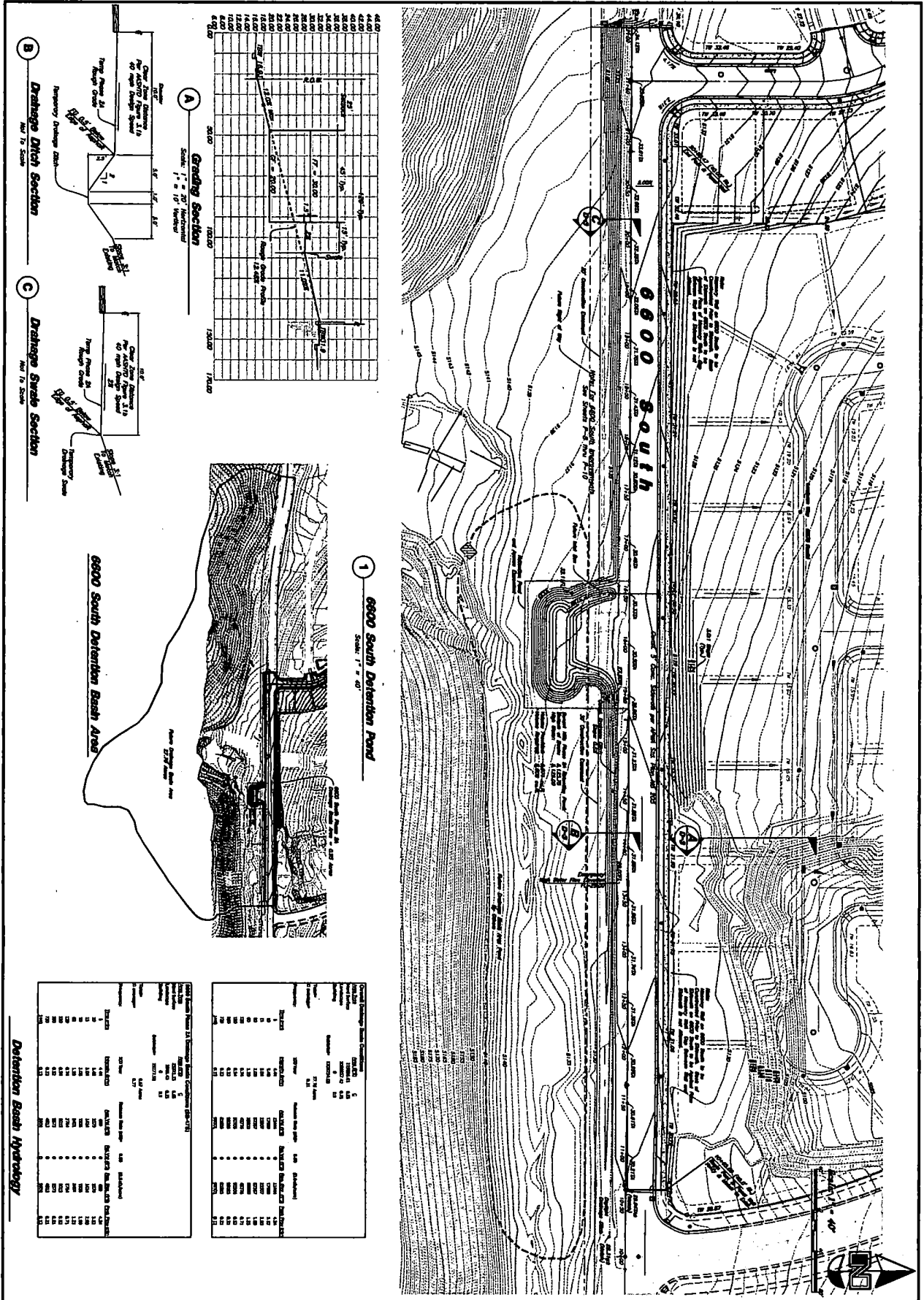


Notary Public

EXHIBIT "A"
DEPICTION OF ROAD

(See Attached)

"Exhibit A"



Detention Basin Hydrology

Time (min)	Inflow (cfs)	Outflow (cfs)	Storage (cu ft)
0	0	0	0
5	100	100	0
10	200	150	1000
15	300	200	4000
20	400	250	9000
25	500	300	16000
30	600	350	25000
35	700	400	36000
40	800	450	49000
45	900	500	64000
50	1000	550	81000
55	1100	600	100000
60	1200	650	121000
65	1300	700	144000
70	1400	750	169000
75	1500	800	196000
80	1600	850	225000
85	1700	900	256000
90	1800	950	289000
95	1900	1000	324000
100	2000	1050	361000
105	2100	1100	400000
110	2200	1150	441000
115	2300	1200	484000
120	2400	1250	529000
125	2500	1300	576000
130	2600	1350	625000
135	2700	1400	676000
140	2800	1450	729000
145	2900	1500	784000
150	3000	1550	841000
155	3100	1600	900000
160	3200	1650	961000
165	3300	1700	1024000
170	3400	1750	1089000
175	3500	1800	1156000
180	3600	1850	1225000
185	3700	1900	1296000
190	3800	1950	1369000
195	3900	2000	1444000
200	4000	2050	1521000
205	4100	2100	1600000
210	4200	2150	1681000
215	4300	2200	1764000
220	4400	2250	1849000
225	4500	2300	1936000
230	4600	2350	2025000
235	4700	2400	2116000
240	4800	2450	2209000
245	4900	2500	2304000
250	5000	2550	2401000
255	5100	2600	2500000
260	5200	2650	2601000
265	5300	2700	2704000
270	5400	2750	2809000
275	5500	2800	2916000
280	5600	2850	3025000
285	5700	2900	3136000
290	5800	2950	3249000
295	5900	3000	3364000
300	6000	3050	3481000
305	6100	3100	3600000
310	6200	3150	3721000
315	6300	3200	3844000
320	6400	3250	3969000
325	6500	3300	4096000
330	6600	3350	4225000
335	6700	3400	4356000
340	6800	3450	4489000
345	6900	3500	4624000
350	7000	3550	4761000
355	7100	3600	4900000
360	7200	3650	5041000
365	7300	3700	5184000
370	7400	3750	5329000
375	7500	3800	5476000
380	7600	3850	5625000
385	7700	3900	5776000
390	7800	3950	5929000
395	7900	4000	6084000
400	8000	4050	6241000
405	8100	4100	6400000
410	8200	4150	6561000
415	8300	4200	6724000
420	8400	4250	6889000
425	8500	4300	7056000
430	8600	4350	7225000
435	8700	4400	7396000
440	8800	4450	7569000
445	8900	4500	7744000
450	9000	4550	7921000
455	9100	4600	8100000
460	9200	4650	8281000
465	9300	4700	8464000
470	9400	4750	8649000
475	9500	4800	8836000
480	9600	4850	9025000
485	9700	4900	9216000
490	9800	4950	9409000
495	9900	5000	9604000
500	10000	5050	9801000

Grading / Drainage Plan
Sunset Hills P.U.D. Phase 2A
 Coral Sky Drive (1600 South) & Sun Key Drive (7130 West)
 West Valley City, Salt Lake County, Utah
 A Part of the NE 1/4 of Section 21 & the
 NW Quarter of Section 22, T2S, R2W, S18&N

ANA
 ANDERSON WAHLEN & ASSOCIATES
 2010 North Main Street, Salt Lake City, Utah 84116
 801-521-6229 • anaengineering.net

D-3
 21 Sep. 2015

" Exhibit B "

A part of the Southwest Quarter of Section 22, Township 2 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point 422.70 feet South 89°53'49" East along the Quarter Section Line from the West Quarter Corner of said Section 22; and running thence South 89°53'49" East 125.70 feet along the Quarter Section Line; thence South 0°06'11" West 102.60 feet; thence North 89°53'49" West 125.70 feet; thence North 0°06'11" East 102.60 feet to the point of beginning.