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:
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-STATE OF UTAH
COMMISSION# 651151
COMM. EXP. 12-15-2015

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.

ERICA ROSKELLEY
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 684671
COMM. EXP. 08-19-2019

Erica Roskelley
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.

MELANIE MAXFIELD
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 684929
COMM. EXP. 09-22-2019

_____
Notary Public

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

_____

Mayor

WEST VALLEY CITY ACKNOWLEDGEMENT

State of _____)
:ss
County of _____)

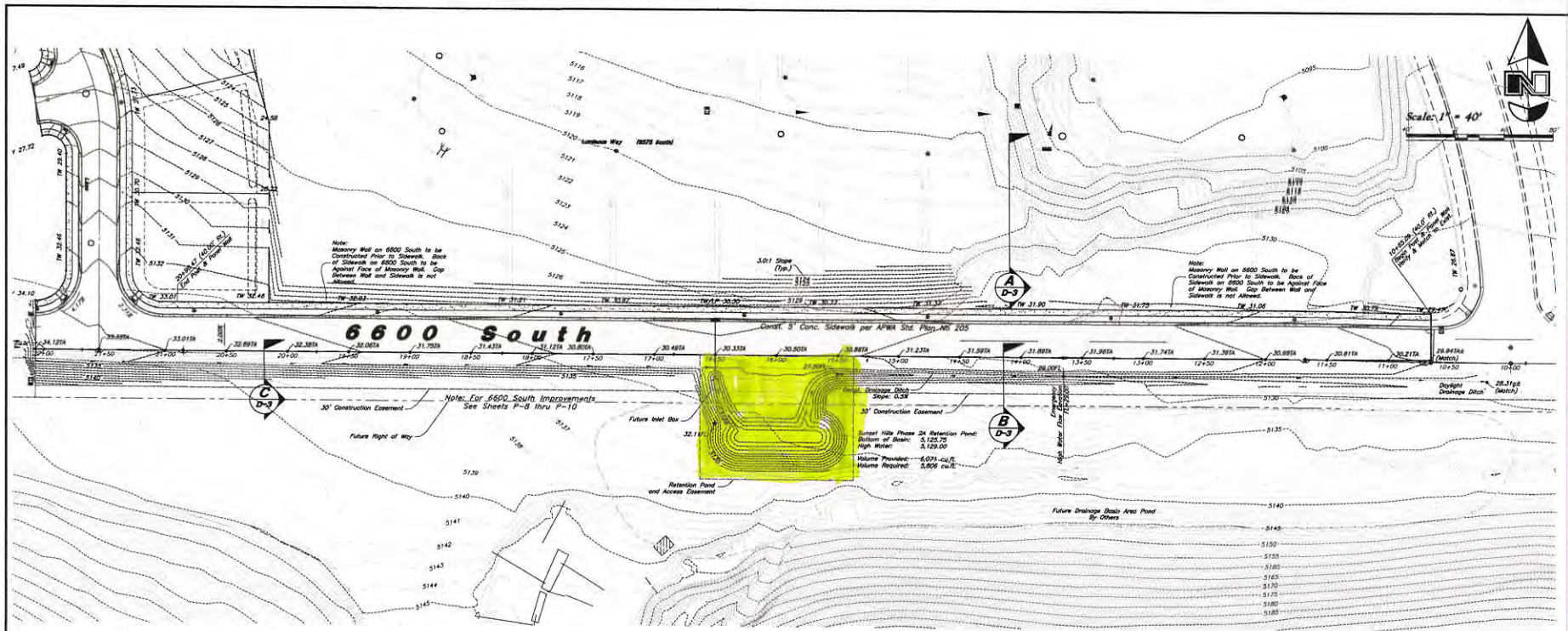
On this _____ day of _____, 2015, personally appeared before me **Ron Bigelow**, who being by me duly sworn did say that he is the Mayor of West Valley City, a municipal corporation of the State of Utah, and that he signed the foregoing instrument on behalf of West Valley City, by authority of a resolution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

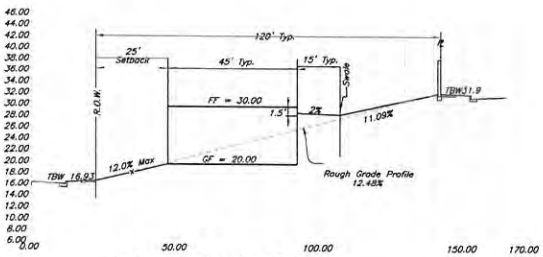
_____
Notary Public

EXHIBIT "A"

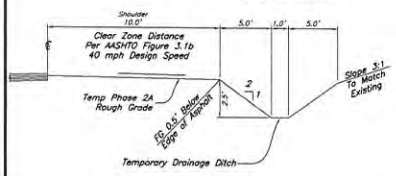
DEPICTION OF ROAD

(See Attached)

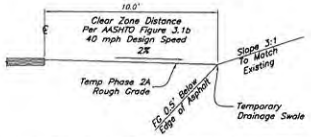




A **Grading Section**
Scale: 1" = 20' Horizontal
1" = 10' Vertical

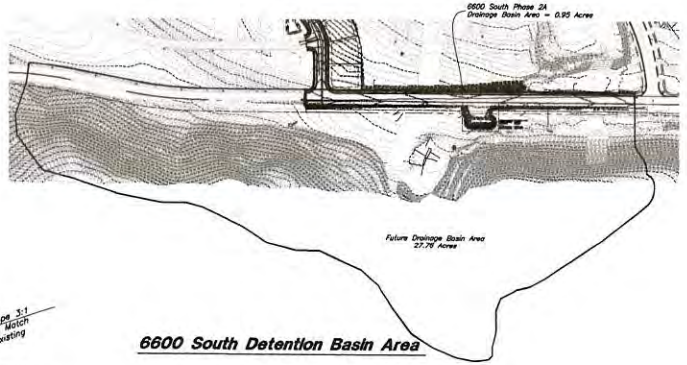


B **Drainage Ditch Section**
Not To Scale



C **Drainage Swale Section**
Not To Scale

1 **6600 South Detention Pond**
Scale: 1" = 40'



6600 South Detention Basin Area

Overall Drainage Basin Conditions

Area Type	Area (ft²)	C
Hard Surface	119896.61	0.85
Landscape	1089357.42	0.25
Building	0	0.9
Subtotal=	1209254.03	

Total= 27.76 Acres
C average= 0.31

Frequency: 100 Year — Release Rate (cfs)= 0.00 (0.0 cfs/acre)

Time (min)	Intensity (in/hr)	Acc Vol (ft³)	Rel Vol (ft³)	Req. Stor. (ft³)	Peak Flow (cfs)
5	4.44	11444	0	11444	4.24
10	3.48	17939	0	17939	3.32
15	3.04	23507	0	23507	2.90
30	2.08	32167	0	32167	1.99
60	1.29	39900	0	39900	1.23
120	0.74	45776	0	45776	0.71
180	0.54	50106	0	50106	0.52
360	0.32	59385	0	59385	0.31
720	0.22	81655	0	81655	0.21
1440	0.13	96501	0	96501	0.12

6600 South Phase 2A Drainage Basin Conditions (SB-17B)

Area Type	Area (ft²)	C
Hard Surface	25331.15	0.85
Landscape	3946.43	0.25
Building	0	0.9
Subtotal=	29277.58	

Total= 0.67 Acres
C average= 0.77

Frequency: 100 Year — Release Rate (cfs)= 0.00 (0.0 cfs/acre)

Time (min)	Intensity (in/hr)	Acc Vol (ft³)	Rel Vol (ft³)	Req. Stor. (ft³)	Peak Flow (cfs)
5	4.44	686	0	686	4.24
10	3.48	1079	0	1079	3.32
15	3.04	1414	0	1414	2.90
30	2.08	1935	0	1935	1.99
60	1.29	2401	0	2401	1.23
120	0.74	2754	0	2754	0.71
180	0.54	3015	0	3015	0.52
360	0.32	3573	0	3573	0.31
720	0.22	4913	0	4913	0.21
1440	0.13	5806	0	5806	0.12

Detention Basin Hydrology

"Exhibit A"

Designed by: DDC
Drafted by: NM
Client Name: Arbor
07-110PH2-A_D-3

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
PH: 801.521.3773 - Fax: 801.521.3774

Grading / Drainage Plan
Sunset Hills P.U.D. Phase 2A
Coral Sky Drive (6480 South) & Sun Ray 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, SLB&M

LICENSED PROFESSIONAL ENGINEER NO. 265178 DAVID G. ANDERSON STATE OF UTAH

23 Sep, 2015

SHEET NO.
D-3

" 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.