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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CO TOWNSHIP SERVICES
N3-600
BY: SSA, DEPUTY - W1 5 P.

When Recorded, Mail To:

Salt Lake County
2001 South State Street N600
Salt Lake City, Utah 84190-4050

Affects Parcel No. 20-22-300-002

**FIRST AMENDMENT TO
STORMWATER MAINTENANCE AGREEMENT**

THIS FIRST AMENDMENT TO STORMWATER MAINTENANCE AGREEMENT (this "*Amendment*") is made this 18th day of April, 2017, by and among SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("*County*"), ARBOR GARDNER PLUM SUNSET HILLS, LLC, a Utah limited liability company ("*Arbor*"), G&N WOOD PROPERTIES, LLC, a Utah limited liability company ("*Wood*"), and SUNSET HILLS PHASE 2 HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation ("*HOA*").

RECITALS

A. County, Arbor and Wood are parties to that certain Storm water Maintenance Agreement dated the 16th day of May, 2016 (the "*Agreement*"), whereby Arbor has agreed to build and maintain, at Arbor's expense, storm and surface water management facilities (the "*Facilities*") related to a retention pond located on Wood's real property (the "*Property*"), as more particularly outlined in the Agreement.

B. The Construction of the Facilities is complete.

C. The parties hereto desire to substitute and replace Arbor with the HOA as the Operator under the Agreement, with the HOA assuming and accepting all of Arbor's rights, responsibilities, benefits and maintenance obligations thereunder.

D. The parties now desire to amend and supplement the Agreement in accordance with the following terms and conditions.

AGREEMENT

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

1. Substitution and Replacement. The Agreement is amended to the extent necessary to provide that the HOA is the Operator under the Agreement rather than Arbor. As a result, all references to Arbor under the Agreement shall be replaced with the HOA in lieu thereof.

2. Assumption. The HOA hereby assumes and accepts all of Arbor's rights, responsibilities, benefits and obligations under the Agreement, and agrees to maintain the Facilities and to be bound by and comply with all terms and conditions related to the Agreement, including but not limited to, the requirements outlined in Exhibit B of the Agreement.

3. Release. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County, Wood and the HOA, acting for themselves and their insurers, successors and assigns, and each of them, do hereby release and forever discharge Arbor, its officers, employees, agents, consultants, successors and assigns, and each of them, from any and all obligations, responsibilities, duties, liabilities, claims and demands arising out of or are in any way connected with the Agreement, construction of the Facilities, and any agreement related thereto.

4. Definitions; Recitals. Unless otherwise specified in this Amendment, all capitalized terms used in this Amendment are used as defined in the Agreement. The parties acknowledge the truthfulness of the foregoing Recitals, which are hereby incorporated into this Amendment.

5. Inconsistencies. To the extent that there are any inconsistencies between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

6. Agreement in Full Force. Except for those provisions which are inconsistent with this Amendment and those terms, covenants and conditions for which performance has heretofore been completed, all other terms, covenants and conditions of the Agreement shall remain in full force and effect. The parties hereby ratify the Agreement, as amended hereby.

7. Counterparts. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signatures and acknowledgments to follow]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

APPROVED AS TO FORM
District Attorney's Office

By: Angela Lane
Attorney

ANGELA D. LANE

Date: 04/18/17

County: SALT LAKE COUNTY, a body corporate and politic of the State of Utah

By: Richard Graham

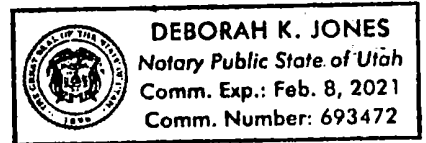
Name: Richard Graham

Its: Deputy Mayor

STATE OF UTAH)
)
) :ss
COUNTY OF _____)

On this 18th day of APRIL, 2017, personally appeared before me RICK GRATHAM known or satisfactorily proved to me to be the DEPUTY MAYOR of Salt Lake County, Office of Mayor, who acknowledged to me that he/she signed the foregoing instrument as DEPUTY MAYOR on behalf of Salt Lake County, by authority of law.

Deborah K Jones
Notary Public



Arbor: ARBOR GARDNER PLUM SUNSET HILLS, LLC, a Utah limited liability company

By: [Signature]
Name: John Gust
Its: Manager Member

STATE OF UTAH)
COUNTY OF Salt Lake :SS

On this 19 day of April, 2017, personally appeared before me John Gust, known or satisfactorily proved to me to be the manager member of ARBOR GARDNER PLUM SUNSET HILLS, LLC, a Utah limited liability company, who acknowledged to me that he/she signed the foregoing instrument as manager member for said limited liability company.



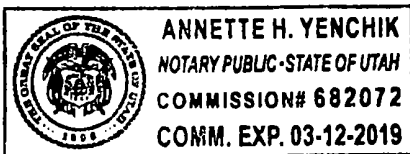
[Signature]
Notary Public

Wood: G&N WOOD PROPERTIES, LLC, a Utah limited liability company *subject to and upon the conditions stated below**

By: [Signature]
Name: NORMA G. WOOD
Its: MANAGER

STATE OF UTAH)
COUNTY OF SALT LAKE :SS

On this 14th day of June, 2017, personally appeared before me NORMA G. WOOD, known or satisfactorily proved to me to be the MANAGER of G&N WOOD PROPERTIES, LLC, a Utah limited liability company, who acknowledged to me that he/she signed the foregoing instrument as MANAGER for said limited liability company.



[Signature]
Notary Public

**As to paragraph one, Wood agrees only that the HOA be substituted in place of Arbor for obligations to be performed from this date forward. Wood does not agree to paragraph 3.*

[Signature]

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

By: [Signature]
Name: Cory Gust
Its: PRESIDENT

STATE OF UTAH)
COUNTY OF Salt Lake :SS

On this 19 day of April, 2017, personally appeared before me
Cory Gust, known or satisfactorily proved to me to be the President
of SUNSET HILLS PHASE 2 HOMEOWNERS ASSOCIATION, INC., a Utah
nonprofit corporation, who acknowledged to me that he/she signed the foregoing
instrument as President for said nonprofit corporation.



[Signature]
Notary Public