



**AMENDMENT TO RIGHT OF WAY EASEMENT AGREEMENT  
Storm Water**

This AMENDMENT TO RIGHT OF WAY EASEMENT AGREEMENT is given this 18 day of July, 2023 and is by and between SMITH STONE AND CABINET INC & MMS PROPERTIES, LLC and 1374 West, LLC the new owner of Lot 7 in the Wall Commercial Subdivision.

The undersigned parties hereby agree to the following matters:

On August 5, 2016, the original document entitled RIGHT OF WAY EASEMENT AGREEMENT was recorded as entry number 2807746 in the office of the County Recorder of Weber County, Utah. Said document contains the descriptions of the subject properties which are noted as Exhibits B, C (also included in this document). SMITH STONE AND CABINET INC & MMS PROPERTIES, LLC continue to hold record titles for these two properties.

Also Exhibits B, C said original document are the descriptions of the easement areas. These easement areas are noted as Exhibits A, B included in this document.

Also included in this document is WALL BROTHERS COMMERCIAL SUBDIVISION -Lot 3 1<sup>ST</sup> ADMENDMENT which was recorded as entry number 2969497 in the office of the County Recorder of Weber County, Utah, noted on Exhibit C. which shows That the Conveyed Portion and the existing Northern part of lot 3 have been combined to become Lot 5.

Also included in this document is. WALL BROTHERS COMMERCIAL SUBDIVISION -Lot 1, 2<sup>nd</sup> ADMENDMENT was recorded as entry number 2807746 in the office of the County Recorder of Weber County, Utah which we will use for the propose of identifying the location of the easement holders storm drain easements And to Identify the New Lot 7. Therefore, Exhibit D shall only be used to identify the storm drain easements, location of the pond on lot 7 and the new lot 7 owner 1374 West, LLC.

Also included in this document is A copy of the original Storm Water Agreement which was sign on 12 th day of April, 2017, of the original Land owner and easement holders. The parties acknowledge this is only a copy of the document for the purpose of describing the original Grant And Use of easement and maintenance requirements. This document is noted as Exhibit F

The undersigned SMITH STONE AND CABINET INC & MMS PROPERTIES LLC, and 1374 West, LLC the new owner of Lot 7 in the Wall Commercial Subdivision hereby disclose their intention to amend the original RIGHT OF WAY EASEMENT AGREEMENT to include:

All of Lot 5 storm water will have perpetual, rent free, Storm water easement into the existing

*MMS* 7/18/23

*Smith* 7/18/23 *GW* 7/18/23

pond on the now new lot 7. Lot 5 installation of Stormwater lines may be constructed, maintained, and utilized in the defined easement areas noted in Exhibits C. Maintenance will be according to the original Storm water agreement noted in said document Exhibit F section 3-5.



The purpose of the easement is to provide storm water runoff to the retention basin located on lot 7, which retention basin has been evaluated and the engineering and size will accommodate the runoff According to Exhibit E.

All other terms and conditions contained in the original RIGHT OF WAY EASEMENT AGREEMENT shall remain unchanged.

SMITH STONE AND CABINET INC  
& MMS PROPERTIES LLC

A UTAH LIMITED LIABILITY COMPANY

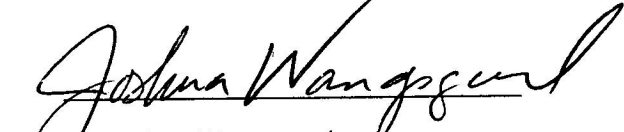
Owners of MMS PROPERTIES, LLC

  
By: Michael R Smith  


By: Melissa H. Smith

1375 West, LLC  
A UTAH LIMITED LIABILITY COMPANY

Manager of 1375 West, LLC

  
By: Joshua Wangsgard



ACCEPTANCE OF EASEMENT HOLDERS INTEREST

The forgoing Easement Agreement is hereby duly accepted by 1375 West, LLC  
this 18<sup>th</sup> day of July, 2023.

By: Joshua Wangsgard  
Name: \_\_\_\_\_

Joshua Wangsgard

Its: Manager

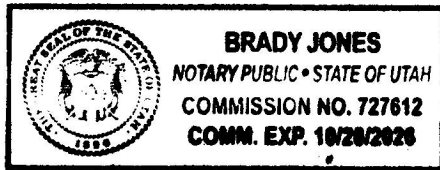
STATE OF Utah )

)SS

Weber COUNTY )

On this 18 day of July, 2023, personally appeared before me, the

Undersigned Notary Public, Michael R Smith, who acknowledges to me that he is authorized to, and did in fact execute this Easement agreement.



Michael R Smith

Notary Public

ACCEPTANCE OF EASEMENT HOLDERS INTEREST

The forgoing Easement Agreement is hereby duly accepted by Michael R Smith AND Melissa Smith this 18 day of July, 2023.

*[Handwritten signature of Michael R Smith]*

Michael R Smith

*[Handwritten signature of Melissa Smith]*

Melissa Smith

STATE OF Utah )  
 )SS  
Weber COUNTY )

On this 18 day of July, 2023, personally appeared before me, the Undersigned Notary Public, Michael R Smith, who acknowledges to me that he is authorized to, and did in fact execute this Easement agreement.

*[Handwritten signature of Notary Public]*

Notary Public

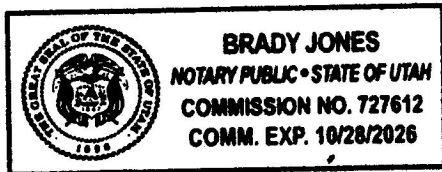
STATE OF Utah )  
 )SS  
Weber COUNTY )



On this 18 day of July, 2023, personally appeared before me, the Undersigned Notary Public, Michael R Smith, who acknowledges to me that he is authorized to, and did in fact execute this Easement agreement.

*[Handwritten signature of Notary Public]*

Notary Public



## **ATTACHMENTS**

**Exhibit A – Legal description of North Part of lot 3, Conveyed Portion**

**Exhibit B – Legal description of of Smith Parcel**

**Exhibit C – Wall Subdivision Lot 3 Amendment 1**

**Exhibit D – Wall Subdivision Lot 1 Amendment 2**

**Exhibit E – existing Pond Study and evaluation**

**Exhibit F – Original Storm Water agreement**

**Exhibit "A"**

**Legal Description of the Conveyed Portion**

**The Northerly portion of Lot 3, Wall Commercial Subdivision, Ogden City, Weber County, Utah:**

**More particularly described as: Beginning at a point on the West line of said Wall Commercial Subdivision being 892.57 feet North 89°50'28" West along the Section line, 33.00 feet North 0°09'32" East to the North line of 3300 South Street, 1465.62 feet North 89°50'28" West along said North line and 253.05 feet North 1°15'00" East from the Southeast corner of Section 36, Township 6 North, Range 2 West, SLB&M, to the point of beginning; and running thence North 1°15'00" East 214.80 feet; thence South 89°50'28" East 306.29 feet; thence South 2°12'59" West 214.91 feet; thence North 89°50'28" West 302.65 feet to the point of beginning. Contains 65,391 s.f.**

**EXHIBIT "B"**

**Legal Description of the Smith Parcel**

**PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, BEGINNING AT A POINT IN THE CENTER OF COUNTY ROAD, WHICH POINT IS SOUTH 89D37\* WEST 1037.7 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36, RUNNING THENCE SOUTH 89D37' WEST 174 FEET, THENCE NORTH 1D15' EAST 500.8 FEET, THENCE NORTH 89D37' EAST 174 FEET, THENCE SOUTH 1D15' WEST 500.8 FEET TO THE POINT OF BEGINNING EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDARIES OF THE COUNTY ROAD SITUATED ON THE SOUTH THEREOF.(E# 2716792)**



WALL COMMERCIAL SUBDIVISION - LOT 3, 1st AMENDMENT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 WEST, OGDEN CITY, WEBER COUNTY, UTAH

ROCKY MOUNTAIN POWER

1. Pursuant to Utah Code Ann. 54-1-17 the plat concepts to be shown... 2. Pursuant to Utah Code Ann. 17-27-80(4)(5) Rocky Mountain Power...

Signed this 15th day of February, 2019. [Signature]

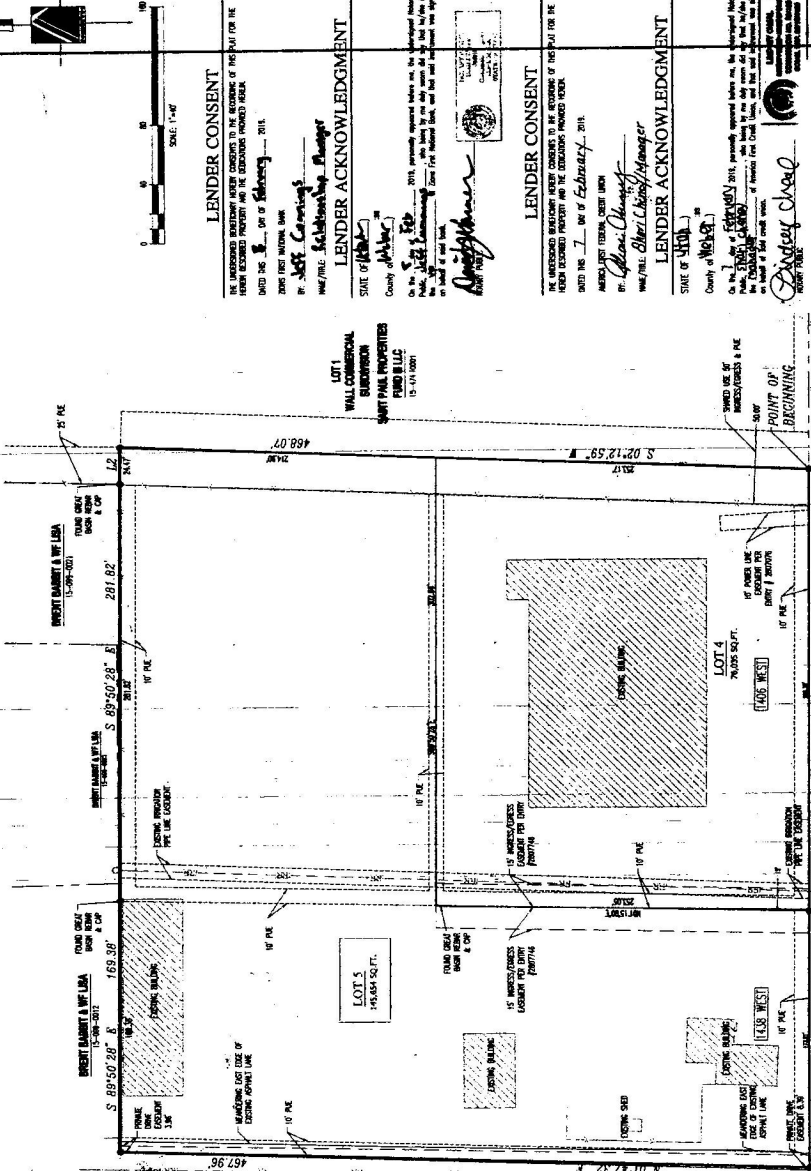
LINE TABLE with columns for LINE NO., DATE, & DESCRIPTION

LEGEND

- BOUNDARY LINE
ADJACENT PROPERTY LINE
SECTION CORNER (IRON)
SECTION CORNER (WET)
CORNER TO BE SET WITH PLASTER OR PAINT ON CURB AND MASON CONCRETE MARKERS
PNEUMATIC METER CORNER
OTHER LINES

NOTES

- 1. IF PUBLIC UTILITY FACILITIES ARE SHOWN ON THIS PLAT... 2. AT EACH CORNER OF A BUILT BUILDING... 3. THE PLAT SHOWN THE WORKS/ACCESS EGRESS SHOWS ON THE EAST SIDE OF THE SUBDIVISION...



SURVEYOR'S CERTIFICATE
I, [Name], a duly licensed Professional Surveyor, State of Utah, do hereby certify that I have personally supervised the execution of the survey...

BOUNDARY DESCRIPTION
THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 WEST, 30th LINE WEST AND 30th LINE SOUTH...

OWNER'S DEDICATION
THE UNDERSIGNED HAVE HEREBY DEDICATED TO THE PUBLIC USE OF THE STATE OF UTAH, THE 30th LINE WEST AND 30th LINE SOUTH...

ACKNOWLEDGMENT
STATE OF UTAH, County of Weber, 2019. I, [Name], Clerk and Ex-Officio Judge of the Peace...

ACKNOWLEDGMENT
STATE OF UTAH, County of Weber, 2019. I, [Name], Clerk and Ex-Officio Judge of the Peace...

ACKNOWLEDGMENT
STATE OF UTAH, County of Weber, 2019. I, [Name], Clerk and Ex-Officio Judge of the Peace...

ACKNOWLEDGMENT
STATE OF UTAH, County of Weber, 2019. I, [Name], Clerk and Ex-Officio Judge of the Peace...

LENDER CONSENT
I, [Name], do hereby consent to the execution of the mortgage...

LENDER ACKNOWLEDGMENT
I, [Name], do hereby acknowledge the execution of the mortgage...

LENDER CONSENT
I, [Name], do hereby consent to the execution of the mortgage...

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LENDER ACKNOWLEDGMENT
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LENDER CONSENT
I, [Name], do hereby consent to the execution of the mortgage...





**SMITHSTONE - OGDEN  
APPROX 1500 WEST 3300 SOUTH  
OGDEN, UTAH 84401  
STORM WATER STUDY**

Project No. 17N810  
12-28-2022

Updated 2-1-2023

Updated 2-7-2023

Updated 7-12-2023

**General Site Information:**

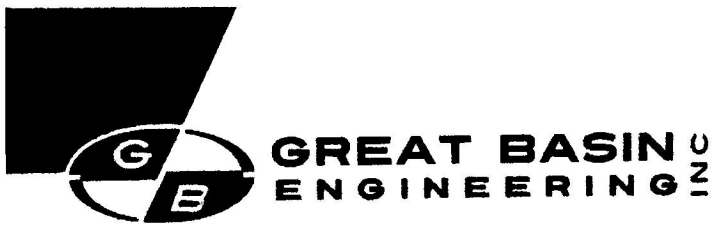
The proposed Smithstone - Ogden site is located on the north side of 3300 South Street about a half-mile west of Autoliv in Ogden, Utah. Construction will consist of demolition of an existing house and garage, seven new commercial buildings, parking lots, sidewalks, curb and gutter, underground utilities, and landscaped areas when completed.

Storm water from the proposed site (labeled A-1 and A-2 on the attached exhibit) will be collected in proposed trench drains and catch basins and will continue via storm drain piping to an existing storm drain system at the northeast corner of the site. The Study limits for this analysis also includes seven additional drainage areas, (labeled A-3 through A-9). These seven areas feature some existing improvements and stormwater infrastructure.

Drainage from all nine areas (32.9-acres total) flows to an existing regional retention facility within area A-9. The attached figure shows the study limits and location of the regional retention facility. Retention calculations have been provided for the aboveground retention facility which serves the  $\approx$  33-acre study area. (See attached figure and calculations).

A runoff coefficient of 0.15 is used for natural ground and landscaped areas. A runoff coefficient of 0.90 is used for asphalt, concrete, buildings, and other hard surfaced areas. Average runoff coefficients vary from about 0.15 to 0.88 for areas A-1 through A-9. This yields coefficients of 0.61 for the overall study area.

Times of concentration are calculated using the FAA method for the two on-site areas, assuming flow resistance coefficients of  $K=0.35$  for landscape and  $K=0.91$  for hardscape for each of the areas. The times of concentration range from about 6 to 26 minutes for the nine drainage areas. These times are based on the hydraulically longest drainage path inside each respective drainage area over grass or other vegetation, asphalt, concrete, and/or through a pipeline as applicable. Times calculated to be less than 5 minutes should be rounded to 5 minutes when using this method.



Rainfall Intensities were taken from the NOAA website for pipe sizing and retention requirements. The values obtained are interpolated as necessary. A copy of these data is attached. Data showing area information, runoff coefficient, time of concentration, peak flow, and required retention for the site are also provided and can be found in the attached calculations.

### **Pipe Sizes:**

Storm water pipes within the construction limits are proposed to be polyvinylchloride pipes (PVC), concrete pipe (CP), and/or reinforced concrete pipe (RCP). All pipes within the construction limits are sloped to provide the design capacity while maintaining a minimum scour speed of at least 3 feet per second when the pipes are flowing at least half full. The proposed pipes and inlet boxes have sufficient capacity to convey the 10-year storm without surcharging.

### **Pipe Sizes:**

An orifice plate will not be used for this project, as complete retention will be utilized for the 33± acre study area downstream in the regional pond.

### **Required Retention:**

The study area is required to provide storage for the entire 100yr-24hr design storm. This is provided in the existing regional pond in A-9. In the event the stormwater piping in A-1 experiences a storm much larger than the 100yr-24hr design storm, excess runoff will spill out into A-2 and proceed unrestricted northerly and easterly to the regional retention pond downstream from A-2 in a historical fashion, along with the remainder of the drainage areas.

The required retention for the 100yr-24hr design storm for all areas which contribute to the regional pond (A-1 through A-9) is 211,614 cf. The available storage in the regional facility is 221,497 cf. This gives an excess capacity of almost 10,000 cf. There is more than sufficient capacity in the regional pond to accommodate the areas within the study limits.

Great Basin Engineering, Inc.

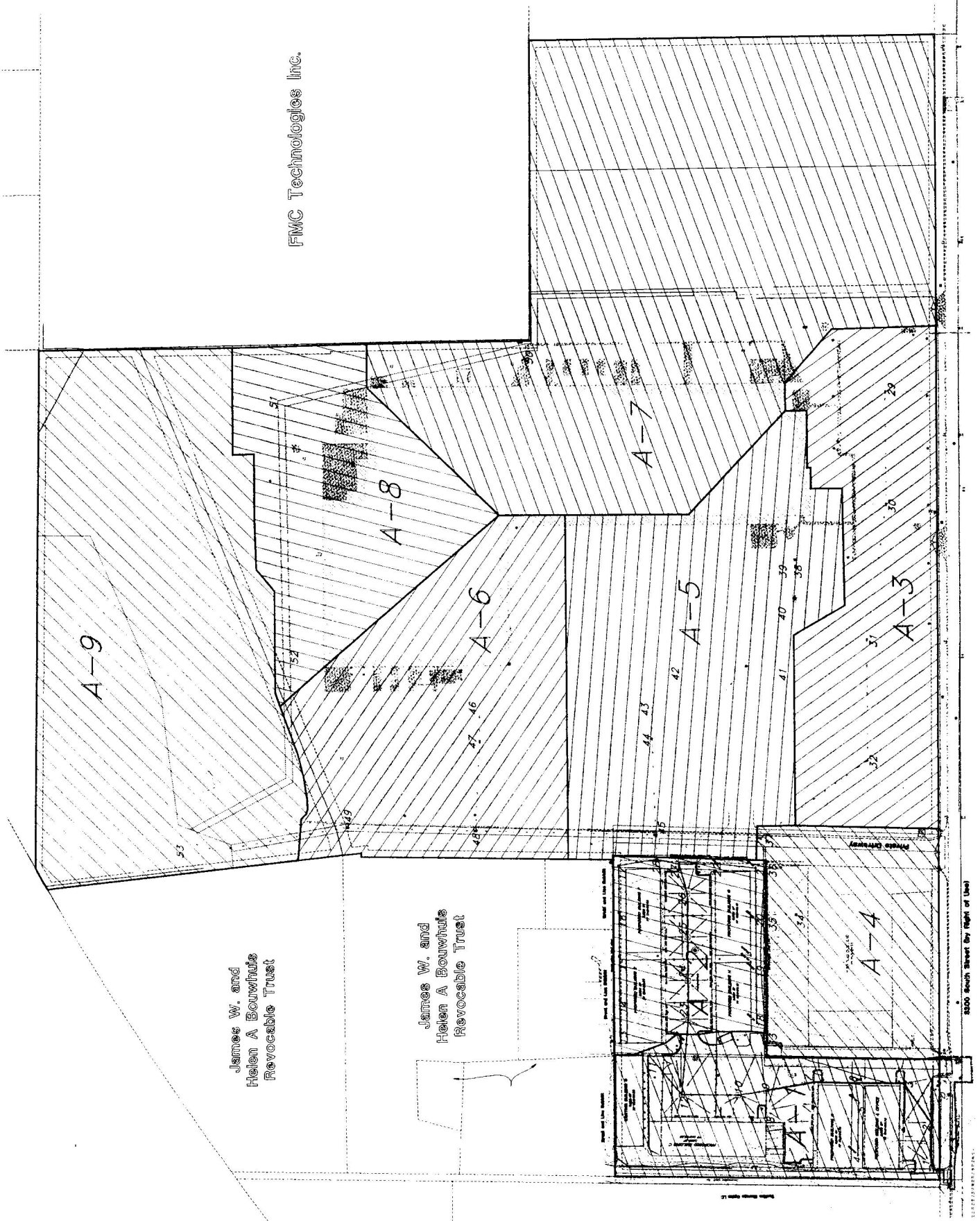
Prepared by Ryan Bingham, P.E.



FMC Technologies Inc.

James W. and  
Helen A Bouwhuis  
Revocable Trust

James W. and  
Helen A Bouwhuis  
Revocable Trust



3200 South Street (By Right of Use)

Storm Water Calculations  
Smith Stone

Approx. 1500 West 3300 South, Ogden UT 84401  
17N810-S10 SWS Exhib.dwg

**9 Detained Areas**

Hardscape C =	0.90
Landscape C =	0.15

Drainage Areas	Total Area (ft <sup>2</sup> )	Total Area (acres)	Hardscape Area (ft <sup>2</sup> )	Hardscape Area (acres)	Landscape Area (ft <sup>2</sup> )	Landscape Area (acres)	C
Σ Det. Areas	1433294	32.904	874409	20.074	558885	12.830	0.608
Σ All Areas	1433294	32.904	874409	20.074	558885	12.830	0.608
A-1	86802	1.993	74015	1.699	12787	0.294	0.790
A-2	56649	1.300	41801	0.960	14848	0.341	0.703
A-3	131821	3.026	100317	2.303	31504	0.723	0.721
A-4	83787	1.923	79031	1.814	4756	0.109	0.857
A-5	185916	4.268	145843	3.348	40073	0.920	0.738
A-6	153714	3.529	135493	3.110	18221	0.418	0.811
A-7	373603	8.577	190429	4.372	183174	4.205	0.532
A-8	109375	2.511	106289	2.440	3086	0.071	0.879
A-9	251627	5.777	1191	0.027	250436	5.749	0.154



**Time of Concentration--use FAA Method**

For FAA Method, use K's of...

K =	0.35	for landscape
K =	0.91	for hardscape

$$t_c = \frac{1.8(1.1 - K)\sqrt{L}}{\sqrt[3]{S}}$$

Assume Pipe Flow is at 2 ft/s Scour Speed

\*\*Note: S is in percent, 5 min is smallest allowed Tc

Area	Length on		Slope of		Time on		Length in		Slope of		Time on		Length in		Time in		TC for entire		
	Landscape (ft)	Landscape (%)	Landscape (%)	Landscape (ft)	Landscape (min.)	Hardscape (ft)	Hardscape (min.)	Hardscape (ft)	Hardscape (%)	Hardscape (min.)	Hardscape (ft)	Hardscape (min.)	Pipe (ft)	Pipe (min.)	Pipe (ft)	Pipe (min.)	Area (min.)	Area (min.)	
A-1	19.00	2.00	2.00	23.00	4.57	23.00	1.30	364.00	2.00	1.30	364.00	3.03	364.00	2.00	3.03	364.00	3.03	9.01	9.01
A-2	62.00	2.00	2.00	30.00	8.44	30.00	1.49	257.00	2.00	1.49	257.00	2.14	257.00	2.00	2.14	257.00	2.14	12.07	12.07
A-3	47.00	2.00	2.00	68.00	7.35	68.00	2.24	68.00	2.00	2.24	68.00	6.45	68.00	2.00	6.45	68.00	6.45	15.03	15.03
A-4	0.00	2.00	2.00	218.00	0.00	218.00	4.07	309.00	2.00	4.07	309.00	2.53	309.00	2.00	2.53	309.00	2.53	6.53	6.53
A-5	57.00	2.00	2.00	41.00	8.09	41.00	1.74	684.00	2.00	1.74	684.00	3.70	684.00	2.00	3.70	684.00	3.70	15.53	15.53
A-6	33.00	2.00	2.00	119.00	6.16	119.00	2.86	383.00	2.00	2.86	383.00	3.18	383.00	2.00	3.18	383.00	3.18	12.29	12.29
A-7	358.00	2.00	2.00	230.00	20.27	230.00	4.12	232.00	2.00	4.12	232.00	1.93	420.00	2.00	1.93	420.00	1.93	26.32	26.32
A-8	0.00	2.00	2.00	112.00	0.00	112.00	2.87	420.00	2.00	2.87	420.00	3.50	420.00	2.00	3.50	420.00	3.50	6.37	6.37
A-9	287.00	2.00	2.00	0.00	18.15	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	18.15	18.15

Rainfall Intensities  
Data From NOAA

**10-Year and 100-Year Intensities**

The equations used for the 10-Year and 100-Year Intensities were found using the attached Rainfall data as well as Interpolated data where applicable.

AREA	Tc (minutes)	Storm Intensities	
		I (10-yr.) (in./hr.)	I (100-yr.) (in./hr.)
A-1	9.0	2.79	5.39
A-2	12.1	2.36	4.71
A-3	15.0	2.10	4.19
A-4	6.5	3.00	6.17
A-5	15.5	2.07	4.12
A-6	12.3	2.54	4.67
A-7	26.3	1.53	3.06
A-8	6.4	3.12	6.22
A-9	18.2	1.90	3.80

Peak Flow Information  
 Use Rational Method  
 10-Year and 100-Year Intensities

Q=CIA

AREA	C	I10 (in./hr.)	I100 (in./hr.)	A (acres)	Peak Flows	
					Q (10-yr.) (cfs)	Q (100-yr.) (cfs)
A-1	0.790	2.699	5.386	1.99	4.25	8.47
A-2	0.703	2.358	4.706	1.30	2.76	4.31
A-3	0.721	2.098	4.186	3.03	4.58	9.13
A-4	0.857	3.095	6.173	1.92	5.70	10.18
A-5	0.738	2.067	4.124	4.27	6.51	13.00
A-6	0.811	2.338	4.667	3.53	6.69	13.36
A-7	0.532	1.529	3.055	8.58	6.98	13.95
A-8	0.879	3.120	6.223	2.51	6.89	13.73
A-9	0.154	1.903	3.797	5.78	1.69	3.37
Σ detained =					44.84	89.49



**Node Inlet Requirements**

Size pipes for		10	year storm
Area	Node #	% of Total	Q (cfs)
A-1	1	9.0%	0.38
A-1	2	9.0%	0.38
A-1	3	7.0%	0.30
A-1	4	9.0%	0.38
A-1	5	9.0%	0.38
A-1	6	7.0%	0.30
A-1	7	4.0%	0.17
A-1	8	8.0%	0.34
A-1	9	8.0%	0.34
A-1	10	10.0%	0.42
A-1	11	10.0%	0.42
A-1	12	10.0%	0.42
A-2	13	3.0%	0.06
A-2	14	3.0%	0.06
A-2	15	3.0%	0.06
A-2	16	3.0%	0.06
A-2	17	3.0%	0.06
A-2	18	3.0%	0.06
A-2	19	3.0%	0.06
A-2	20	3.0%	0.06
A-2	21	3.0%	0.06
A-2	22	3.0%	0.06
A-2	23	15.0%	0.32
A-2	24	15.0%	0.32
A-2	25	15.0%	0.32
A-2	26	15.0%	0.32
A-2	27	5.0%	0.11
A-2	28	5.0%	0.11
A-3	29	25.0%	1.14
A-3	30	25.0%	1.14
A-3	31	25.0%	1.14
A-3	32	25.0%	1.14
A-4	33	30.0%	1.53
A-4	34	30.0%	1.53
A-4	35	0.0%	0.00
A-4	36	30.0%	1.53
A-4	37	10.0%	0.51
A-5	38	10.0%	0.65
A-5	39	10.0%	0.65
A-5	40	10.0%	0.65
A-5	41	10.0%	0.65
A-5	42	25.0%	1.63
A-5	43	0.0%	0.00
A-5	44	25.0%	1.63
A-5	45	10.0%	0.65
A-6	46	40.0%	2.68
A-6	47	20.0%	1.34
A-6	48	15.0%	1.00
A-6	49	25.0%	1.67
A-7	50	100.0%	6.98
A-8	51	50.0%	3.44
A-8	52	50.0%	3.44
A-9	53	100.0%	1.69



**PIPE FLOWS**

Upstream Node	Downstream node	Pipe Flow (cfs)
1	2	0.38
2	3	0.76
3	6	1.06
4	5	0.38
5	6	0.76
6	7	2.12
7	9	2.29
8	9	0.34
9	10	2.97
10	12	3.40
11	12	0.42
12	23	4.25
13	14	0.06
14	15	0.13
15	16	0.19
16	17	0.26
17	28	0.32
18	19	0.06
19	20	0.13
20	21	0.19
21	22	0.26
22	27	0.32
23	24	4.57
24	25	4.89
25	26	5.22
26	27	5.54
27	28	5.97
28	45	6.40
29	30	1.14
30	31	2.29
31	32	3.43
32	37	4.58
33	35	1.53
34	35	1.53
35	36	3.06
36	37	4.59
37	45	9.68
38	39	0.65
39	40	1.30
40	41	1.95
41	43	2.61
42	43	1.63
43	44	4.23
44	45	5.86
45	48	22.60
46	47	2.68
47	48	4.02
48	49	27.62
49	53	29.29
50	51	6.98
51	52	10.42
52	53	13.87
53	Percolation	44.84



### Options for Pipe Sizes Between the Specified Nodes

Up Stream Node	Dn Stream Node	Q (cfs)	Pipe Size (in)	Design Min Slope (%)	Area (ft^2)	Rh (ft)	Manning's n	Scour Min. Slope (%)	First Trial Pipe Size
1	2	0.38	6	0.332%	0.196	0.125	0.011	1.000%	10
		0.38	8	0.072%	0.349	0.167	0.011	0.538%	
		0.38	10	0.022%	0.545	0.208	0.011		
2	3	0.76	6	1.328%	0.196	0.125	0.011	1.000%	10
		0.76	8	0.286%	0.349	0.167	0.011	0.538%	
		0.76	10	0.087%	0.545	0.208	0.011		
3	6	1.06	6	2.563%	0.196	0.125	0.011	1.000%	10
		1.06	8	0.552%	0.349	0.167	0.011	0.538%	
		1.06	10	0.168%	0.545	0.208	0.011		
4	5	0.38	6	0.332%	0.196	0.125	0.011	1.000%	10
		0.38	8	0.072%	0.349	0.167	0.011	0.538%	
		0.38	10	0.022%	0.545	0.208	0.011		
5	6	0.76	6	1.328%	0.196	0.125	0.011	1.000%	10
		0.76	8	0.286%	0.349	0.167	0.011	0.538%	
		0.76	10	0.087%	0.545	0.208	0.011		
6	7	2.12	8		0.349	0.167	0.011	0.538%	8
		2.12	10	0.672%	0.545	0.208	0.011	0.400%	
		2.12	12	0.355%	0.785	0.250	0.013	0.438%	
7	9	2.29	8		0.349	0.167	0.011	0.538%	8
		2.29	10	0.764%	0.545	0.208	0.011	0.400%	
		2.29	12	0.414%	0.785	0.250	0.013	0.438%	
8	9	0.34	6	0.262%	0.196	0.125	0.011	1.000%	10
		0.34	8	0.057%	0.349	0.167	0.011	0.538%	
		0.34	10	0.017%	0.545	0.208	0.011		
9	10	2.97	10		0.545	0.208	0.011	0.400%	10
		2.97	12	0.696%	0.785	0.250	0.013	0.438%	
		2.97	15	0.212%	1.227	0.313	0.013	0.325%	
10	12	3.40	10	1.721%	0.545	0.208	0.011	0.400%	15
		3.40	12	0.909%	0.785	0.250	0.013	0.438%	
		3.40	15	0.277%	1.227	0.313	0.013		
11	12	0.42	6	0.410%	0.196	0.125	0.011	1.000%	10
		0.42	8	0.088%	0.349	0.167	0.011	0.538%	
		0.42	10	0.027%	0.545	0.208	0.011		
12	23	4.25	10	2.689%	0.545	0.208	0.011	0.400%	15
		4.25	12	1.420%	0.785	0.250	0.013	0.438%	
		4.25	15		1.227	0.313	0.013	0.325%	
13	14	0.06	6	0.010%	0.196	0.125	0.011	1.000%	10
		0.06	8	0.002%	0.349	0.167	0.011	0.538%	
		0.06	10	0.001%	0.545	0.208	0.011		
14	15	0.13	6	0.038%	0.196	0.125	0.011	1.000%	10
		0.13	8	0.008%	0.349	0.167	0.011	0.538%	
		0.13	10	0.002%	0.545	0.208	0.011		



15	16	0.19	6	0.086%	0.196	0.125	0.011	1.000%	10
		0.19	8	0.018%	0.349	0.167	0.011	0.538%	
		0.19	10	0.006%	0.545	0.208	0.011		
16	17	0.26	6	0.152%	0.196	0.125	0.011	1.000%	10
		0.26	8	0.033%	0.349	0.167	0.011	0.538%	
		0.26	10	0.010%	0.545	0.208	0.011		
17	28	0.32	6	0.238%	0.196	0.125	0.011	1.000%	10
		0.32	8	0.051%	0.349	0.167	0.011	0.538%	
		0.32	10	0.016%	0.545	0.208	0.011		
18	19	0.06	6	0.010%	0.196	0.125	0.011	1.000%	10
		0.06	8	0.002%	0.349	0.167	0.011	0.538%	
		0.06	10	0.001%	0.545	0.208	0.011		
19	20	0.13	6	0.038%	0.196	0.125	0.011	1.000%	10
		0.13	8	0.008%	0.349	0.167	0.011	0.538%	
		0.13	10	0.002%	0.545	0.208	0.011		
20	21	0.19	6	0.086%	0.196	0.125	0.011	1.000%	10
		0.19	8	0.018%	0.349	0.167	0.011	0.538%	
		0.19	10	0.006%	0.545	0.208	0.011		
21	22	0.26	6	0.152%	0.196	0.125	0.011	1.000%	8
		0.26	8	0.033%	0.349	0.167	0.011		
		0.26	10	0.010%	0.545	0.208	0.011	0.400%	
22	27	0.32	6	0.238%	0.196	0.125	0.011	1.000%	8
		0.32	8	0.051%	0.349	0.167	0.011		
		0.32	10	0.016%	0.545	0.208	0.011	0.400%	
23	24	4.57	12	1.645%	0.785	0.250	0.013	0.438%	15
		4.57	15		1.227	0.313	0.013	0.325%	
		4.57	18	0.189%	1.767	0.375	0.013	0.255%	
24	25	4.89	12	1.886%	0.785	0.250	0.013	0.438%	18
		4.89	15	0.574%	1.227	0.313	0.013	0.325%	
		4.89	18	0.217%	1.767	0.375	0.013		
25	26	5.22	12	2.144%	0.785	0.250	0.013	0.438%	18
		5.22	15	0.652%	1.227	0.313	0.013	0.325%	
		5.22	18	0.247%	1.767	0.375	0.013		
26	27	5.54	12	2.418%	0.785	0.250	0.013	0.438%	18
		5.54	15	0.736%	1.227	0.313	0.013	0.325%	
		5.54	18		1.767	0.375	0.013	0.255%	
27	28	5.97	12	2.810%	0.785	0.250	0.013	0.438%	18
		5.97	15	0.855%	1.227	0.313	0.013	0.325%	
		5.97	18		1.767	0.375	0.013	0.255%	
28	45	6.40	12	3.230%	0.785	0.250	0.013	0.438%	18
		6.40	15	0.983%	1.227	0.313	0.013	0.325%	
		6.40	18		1.767	0.375	0.013	0.255%	
29	30	1.14	6	2.975%	0.196	0.125	0.011	1.000%	10
		1.14	8	0.642%	0.349	0.167	0.011	0.538%	
		1.14	10	0.195%	0.545	0.208	0.011		



30	31	2.29	8	2.566%	0.349	0.167	0.011	0.538%	12
		2.29	10	0.781%	0.545	0.208	0.011	0.400%	
		2.29	12	0.412%	0.785	0.250	0.013		
31	32	3.43	10	1.756%	0.545	0.208	0.011	0.400%	15
		3.43	12	0.928%	0.785	0.250	0.013	0.438%	
		3.43	15	0.282%	1.227	0.313	0.013		
32	37	4.58	12	1.649%	0.785	0.250	0.013	0.438%	15
		4.58	15		1.227	0.313	0.013	0.325%	
		4.58	18	0.190%	1.767	0.375	0.013	0.255%	
33	35	1.53	6	5.331%	0.196	0.125	0.011	1.000%	10
		1.53	8	1.149%	0.349	0.167	0.011	0.538%	
		1.53	10	0.350%	0.545	0.208	0.011		
34	35	1.53	6	5.331%	0.196	0.125	0.011	1.000%	10
		1.53	8	1.149%	0.349	0.167	0.011	0.538%	
		1.53	10	0.350%	0.545	0.208	0.011		
35	36	3.06	10	1.399%	0.545	0.208	0.011	0.400%	15
		3.06	12	0.739%	0.785	0.250	0.013	0.438%	
		3.06	15	0.225%	1.227	0.313	0.013		
36	37	4.59	12	1.662%	0.785	0.250	0.013	0.438%	18
		4.59	15	0.506%	1.227	0.313	0.013	0.325%	
		4.59	18	0.191%	1.767	0.375	0.013		
37	45	9.68	15	2.245%	1.227	0.313	0.013	0.325%	24
		9.68	18	0.840%	1.767	0.375	0.013	0.255%	
		9.68	24		3.142	0.500	0.013	0.174%	
38	39	0.65	6	0.965%	0.196	0.125	0.011	1.000%	10
		0.65	8	0.208%	0.349	0.167	0.011	0.538%	
		0.65	10	0.063%	0.545	0.208	0.011		
39	40	1.30	6	3.859%	0.196	0.125	0.011	1.000%	10
		1.30	8	0.832%	0.349	0.167	0.011	0.538%	
		1.30	10	0.253%	0.545	0.208	0.011		
40	41	1.95	8	1.872%	0.349	0.167	0.011	0.538%	12
		1.95	10	0.569%	0.545	0.208	0.011	0.400%	
		1.95	12	0.301%	0.785	0.250	0.013		
41	43	2.61	8	3.328%	0.349	0.167	0.011	0.538%	12
		2.61	10	1.012%	0.545	0.208	0.011	0.400%	
		2.61	12		0.785	0.250	0.013	0.438%	
42	43	1.63	6	6.029%	0.196	0.125	0.011	1.000%	10
		1.63	8	1.300%	0.349	0.167	0.011	0.538%	
		1.63	10	0.395%	0.545	0.208	0.011		
43	44	4.23	10	2.673%	0.545	0.208	0.011	0.400%	15
		4.23	12	1.412%	0.785	0.250	0.013	0.438%	
		4.23	15		1.227	0.313	0.013	0.325%	
44	45	5.86	12	2.707%	0.785	0.250	0.013	0.438%	18
		5.86	15	0.823%	1.227	0.313	0.013	0.325%	
		5.86	18		1.767	0.375	0.013	0.255%	



45	48	22.60	18	4.627%	1.767	0.375	0.013	0.255%	30
		22.60	24	0.998%	3.142	0.500	0.013	0.174%	
		22.60	30		4.909	0.625	0.013	0.129%	
46	47	2.68	8	3.514%	0.349	0.167	0.011	0.538%	12
		2.68	10	1.069%	0.545	0.208	0.011	0.400%	
		2.68	12		0.785	0.250	0.013	0.438%	
47	48	4.02	10	2.405%	0.545	0.208	0.011	0.400%	15
		4.02	12	1.270%	0.785	0.250	0.013	0.438%	
		4.02	15		1.227	0.313	0.013	0.325%	
48	49	27.62	18	6.911%	1.767	0.375	0.013	0.255%	30
		27.62	24	1.490%	3.142	0.500	0.013	0.174%	
		27.62	30		4.909	0.625	0.013	0.129%	
49	53	29.29	24	1.676%	3.142	0.500	0.013	0.174%	36
		29.29	30	0.810%	4.909	0.625	0.013	0.129%	
		29.29	36		7.069	0.750	0.013	0.102%	
50	51	6.98	12	3.838%	0.785	0.250	0.013	0.438%	18
		6.98	15	1.168%	1.227	0.313	0.013	0.325%	
		6.98	18		1.767	0.375	0.013	0.255%	
51	52	10.42	15	2.603%	1.227	0.313	0.013	0.325%	24
		10.42	18	0.984%	1.767	0.375	0.013	0.255%	
		10.42	24		3.142	0.500	0.013	0.174%	
52	53	13.87	15	4.607%	1.227	0.313	0.013	0.325%	24
		13.87	18	1.742%	1.767	0.375	0.013	0.255%	
		13.87	24		3.142	0.500	0.013	0.174%	
53	Percolation	44.84	24	3.929%	3.142	0.500	0.013	0.174%	36
		44.84	30	1.195%	4.909	0.625	0.013	0.129%	
		44.84	36		7.069	0.750	0.013	0.102%	

**Areas A-1 through A-9**  
**Retention Facility**

$$V = CIA t$$

C =	0.591	
I =	0.126	in/hr (100yr 24hr)
A =	32.904	ac
t =	86400	s
V=C*I*A*t =	211614	cf

Provided Storage =	221497	cf
Excess Storage =	9883	cf



**POINT PRECIPITATION FREQUENCY ESTIMATES**

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Maitaria, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchoan

NOAA, National Weather Service, Silver Spring, Maryland

PF tabular | PF graphical | Maps & aeriels

**PF tabular**

<b>PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour)<sup>1</sup></b>										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	1.55 (1.34-1.79)	1.94 (1.72-2.26)	2.66 (2.33-3.07)	3.34 (2.89-3.86)	4.43 (3.74-5.16)	5.44 (4.46-6.43)	6.66 (5.27-7.97)	8.12 (6.18-9.91)	10.5 (7.52-13.2)	12.7 (8.64-16.4)
10-min	1.18 (1.02-1.36)	1.48 (1.31-1.72)	2.02 (1.78-2.34)	2.54 (2.20-2.94)	3.37 (2.85-3.93)	4.14 (3.39-4.90)	5.07 (4.01-6.07)	6.18 (4.70-7.55)	7.97 (5.72-10.1)	9.65 (6.58-12.5)
15-min	0.976 (0.844-1.12)	1.22 (1.08-1.42)	1.67 (1.46-1.94)	2.10 (1.82-2.43)	2.78 (2.36-3.24)	3.42 (2.80-4.05)	4.19 (3.31-5.01)	5.11 (3.89-6.24)	6.59 (4.73-8.31)	7.98 (5.44-10.3)
30-min	0.656 (0.570-0.758)	0.824 (0.728-0.956)	1.13 (0.986-1.30)	1.41 (1.22-1.64)	1.87 (1.59-2.19)	2.30 (1.89-2.72)	2.82 (2.23-3.38)	3.44 (2.62-4.20)	4.44 (3.18-5.60)	5.37 (3.66-6.93)
60-min	0.406 (0.352-0.469)	0.510 (0.450-0.591)	0.697 (0.610-0.806)	0.873 (0.757-1.01)	1.16 (0.981-1.35)	1.43 (1.17-1.69)	1.75 (1.38-2.09)	2.13 (1.62-2.60)	2.75 (1.97-3.46)	3.32 (2.27-4.29)
2-hr	0.258 (0.228-0.295)	0.322 (0.286-0.368)	0.416 (0.366-0.476)	0.506 (0.440-0.580)	0.656 (0.558-0.762)	0.794 (0.660-0.934)	0.958 (0.769-1.15)	1.15 (0.892-1.41)	1.47 (1.07-1.86)	1.76 (1.22-2.28)
3-hr	0.201 (0.180-0.225)	0.247 (0.221-0.279)	0.308 (0.276-0.348)	0.366 (0.324-0.412)	0.458 (0.399-0.522)	0.545 (0.465-0.629)	0.654 (0.542-0.767)	0.784 (0.628-0.949)	0.995 (0.757-1.25)	1.19 (0.868-1.53)
6-hr	0.137 (0.125-0.150)	0.166 (0.152-0.184)	0.200 (0.182-0.222)	0.232 (0.208-0.257)	0.279 (0.248-0.312)	0.319 (0.280-0.360)	0.364 (0.314-0.417)	0.415 (0.349-0.482)	0.521 (0.423-0.633)	0.616 (0.486-0.776)
12-hr	0.087 (0.080-0.095)	0.106 (0.098-0.116)	0.128 (0.117-0.140)	0.146 (0.134-0.160)	0.175 (0.158-0.193)	0.199 (0.177-0.221)	0.224 (0.196-0.253)	0.252 (0.215-0.289)	0.293 (0.243-0.345)	0.327 (0.265-0.393)
24-hr	0.054 (0.050-0.058)	0.066 (0.061-0.071)	0.078 (0.073-0.084)	0.089 (0.083-0.095)	0.103 (0.096-0.111)	0.114 (0.106-0.123)	0.126 (0.116-0.135)	0.137 (0.126-0.148)	0.153 (0.139-0.175)	0.165 (0.148-0.199)
2-day	0.031 (0.029-0.033)	0.038 (0.036-0.041)	0.045 (0.042-0.049)	0.051 (0.048-0.055)	0.059 (0.055-0.063)	0.065 (0.061-0.070)	0.071 (0.066-0.077)	0.077 (0.071-0.083)	0.086 (0.078-0.092)	0.092 (0.083-0.101)
3-day	0.023 (0.021-0.024)	0.028 (0.026-0.030)	0.033 (0.031-0.035)	0.037 (0.035-0.040)	0.043 (0.040-0.046)	0.048 (0.044-0.051)	0.053 (0.049-0.056)	0.057 (0.053-0.062)	0.064 (0.058-0.069)	0.068 (0.062-0.075)
4-day	0.018 (0.017-0.020)	0.022 (0.021-0.024)	0.027 (0.025-0.029)	0.030 (0.028-0.033)	0.035 (0.033-0.038)	0.039 (0.036-0.042)	0.043 (0.040-0.046)	0.047 (0.043-0.051)	0.052 (0.048-0.057)	0.057 (0.051-0.062)
7-day	0.012 (0.012-0.013)	0.015 (0.014-0.016)	0.018 (0.017-0.019)	0.021 (0.019-0.022)	0.024 (0.022-0.025)	0.026 (0.024-0.028)	0.029 (0.027-0.031)	0.031 (0.029-0.034)	0.035 (0.032-0.037)	0.037 (0.034-0.040)
10-day	0.010 (0.009-0.011)	0.012 (0.011-0.013)	0.014 (0.013-0.015)	0.016 (0.015-0.017)	0.019 (0.017-0.020)	0.020 (0.019-0.022)	0.022 (0.020-0.023)	0.024 (0.022-0.025)	0.026 (0.024-0.028)	0.027 (0.025-0.029)
20-day	0.006 (0.006-0.007)	0.008 (0.007-0.008)	0.009 (0.009-0.010)	0.010 (0.010-0.011)	0.012 (0.011-0.012)	0.013 (0.012-0.013)	0.014 (0.013-0.014)	0.014 (0.013-0.015)	0.015 (0.014-0.017)	0.016 (0.015-0.017)
30-day	0.005 (0.005-0.005)	0.006 (0.006-0.007)	0.007 (0.007-0.008)	0.008 (0.008-0.009)	0.009 (0.009-0.010)	0.010 (0.009-0.011)	0.011 (0.010-0.011)	0.011 (0.011-0.012)	0.012 (0.011-0.013)	0.013 (0.012-0.014)
45-day	0.004 (0.004-0.004)	0.005 (0.005-0.005)	0.006 (0.006-0.006)	0.007 (0.006-0.007)	0.008 (0.007-0.008)	0.008 (0.008-0.009)	0.009 (0.008-0.009)	0.009 (0.009-0.010)	0.010 (0.009-0.011)	0.010 (0.010-0.011)
60-day	0.004 (0.003-0.004)	0.005 (0.004-0.005)	0.005 (0.005-0.006)	0.006 (0.006-0.006)	0.007 (0.006-0.007)	0.007 (0.007-0.008)	0.008 (0.007-0.008)	0.008 (0.008-0.009)	0.009 (0.008-0.009)	0.009 (0.008-0.010)

<sup>1</sup> Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

[Back to Top](#)



ORIGINAL  
DOCUMENT

Exhibit F

**EASEMENT AGREEMENT**  
(storm water)

This EASEMENT AGREEMENT is entered into this 12<sup>th</sup> day of April, 2017, by and between Grantor, SAINT PAUL PROPERTIES FUND III, LLC, a Delaware limited liability company ("Landowner"), and Grantee # 1, SANDSTONE SHOPPING CENTER, LLC, a Utah limited liability company, and its successors, assign(s) or transferee(s) ("Easement Holder # 1"), and Grantee # 2, WALL BROTHERS CONSTRUCTION LLC, a Utah limited liability company, and its successors, assign(s) or transferee(s) ("Easement Holder # 2") and Grantee # 3, Michael R. Smith and Melissa Smith, and their successors, assign(s) or transferee(s) ("Easement Holder # 3"), Easement Holder # 1, Easement Holder # 2 and Easement Holder # 3 shall collectively be referred to herein as "Easement Holders".

A. Landowner is the sole owner of certain real estate in the City of Ogden, Weber County, Utah, which is legally described in Exhibit "A" and incorporated herein by this reference ("Landowner's Property").

B. Easement Holders own parcels of land adjacent to Landowner's Property. Such parcels of land are legally described in Exhibit "B" and incorporated herein by this reference ("Easement Holders' Property").

In consideration of the facts recited above, Landowner and Easement Holders agree as follows:

**GRANT OF EASEMENT**

1. **Grant of Easement.** Landowner hereby grants and conveys to Easement Holders a perpetual, non-exclusive, rent-free, ten foot wide storm drain easement over Landowner's Property (the "Easements") in those locations set forth in Exhibit "C", attached. Exhibit "C" is a copy of an unrecorded plat titled the "Wall Commercial Subdivision - 1<sup>st</sup> Amendment". Exhibit "C" is used for the purpose of identifying the location of the Easement Holders' storm drain Easements. The parties acknowledge that Exhibit "C" contains inaccurate and therefore useless information relative to lot numbers and the subdivision of lots. Therefore, Exhibit "C" shall not be used for any purpose other than to identify and establish the location of the storm drain Easements.

2. **Use of Easements.** The purpose of the Easements is to provide storm water runoff to a retention basin located on Landowner's Property, which retention basin has been engineered and sized to accommodate the runoff from Landowner's Property and Easement Holders' Property. The Easements have historically been used to convey storm water runoff from Easement Holders' Property to the retention basin. Located within the Easement are underground pipes and/or above ground drainage channels through which storm water flows to the retention basin. Landowner has no knowledge of any of the foregoing and has not investigated or inquired about the same.

3. **Maintenance.** At Easement Holders cost and at no cost to Landowner, Easement Holders shall be responsible for maintaining the storm drain Easement to the extent necessary for the uses described in this Easement Agreement.

4. **Retention Pond Maintenance.** Landowner and Easement Holders shall share in the expenses associated with the repair and maintenance of the retention pond. The expenses shall be shared pro rata. The Easement Holders' portion shall be calculated as a percentage of the total square footage of the Easement Holders' lots ( $215,053 \text{ ft}^2 + 141,425 \text{ ft}^2 = 356,478 \text{ ft}^2$ ) divided by the total combined square footage of the Landowner's lot ( $995,456 \text{ ft}^2$ ) and the Easement Holders' lots [ $356,478 / 1,351,934 \text{ ft}^2 = 26.36\%$ ].

5. **Damage to Landowner's Property.** Easement Holders shall be responsible for any damage they may cause to Landowner's Property in maintaining the Easement. The party responsible for such damage shall promptly make all needed repairs and restore Landowner's Property to its condition prior to the damage.

6. **Obstructions to Use of the Easement Property.** Neither Landowner, Easement Holders, nor any person permitted to use the Easement over Landowner's Property under the terms of this Easement Agreement may utilize Landowner's Property in a way that unreasonably interferes with its use or the Easement. Any obstructions or impediments to the use of Landowner's Property or the Easement may be removed, without notice, by Landowner or Easement Holders and the cost of such removal shall be borne by the party causing or responsible for such obstruction.

7. **Enforcement of Agreement.** Landowner and Easement Holders shall have the right to legally enforce this Easement Agreement and the covenants, conditions and restrictions set forth herein, by whatever action or actions are legally available, including, without limitation, enjoining any violation or threatened violation hereof.

8. **Amendments.** This Easement Agreement may not be modified, amended or terminated except by execution and recording of a written instrument signed by both Landowner and Easement Holders.

9. **Successors.** All of the terms, covenants, conditions, and obligations set forth in this Easement Agreement shall inure to the benefit of and bind the Landowner and Easement Holders, and their respective personal representatives, heirs, successors, transferees and assigns, and shall continue as a servitude running in perpetuity with the Landowner's Property.

10. **Severability.** If any provision or specific application of this Easement Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Easement Agreement shall remain valid and binding.

11. **Governing Law.** This Easement Agreement shall be governed by and construed under the laws of the State of Utah.

*[SIGNATURES ON FOLLOWING PAGES]*







ACCEPTANCE OF EASEMENT HOLDER'S INTEREST

The foregoing Easement Agreement is hereby duly accepted by WALL BROTHERS CONSTRUCTION, LLC this 24 day of April, 2017.

By: [Signature]

Name: Neil Wall

Its: Manager

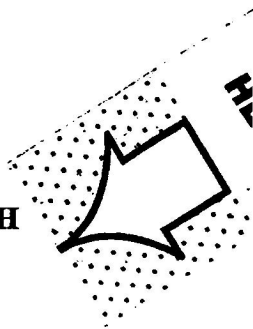
STATE OF UT )
DAVIS COUNTY ) ss

On this 24 day of April, 2017, personally appeared before me, the undersigned Notary Public, Neil Wall, who acknowledged to me that he is authorized to, and did in fact execute this Easement Agreement on behalf of WALL BROTHERS CONSTRUCTION, LLC.

[Notary Seal: STATE OF UTAH NOTARY PUBLIC, JENNY WALL, COMMISSION # 681763, MY COMMISSION EXPIRES: 03-28-2019] [Signature: Jenny Wall, Notary Public]

**ACCEPTANCE OF EASEMENT HOLDER'S INTEREST**

The foregoing Easement Agreement is hereby duly accepted by **MICHAEL R. SMITH**  
**AND MELISSA SMITH** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.



\_\_\_\_\_  
MICHAEL R. SMITH

\_\_\_\_\_  
MELISSA SMITH

STATE OF \_\_\_\_\_ )  
  ) ss  
\_\_\_\_\_ COUNTY                                 )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared before me, the undersigned Notary Public, **MICHAEL R. SMITH**, who acknowledged to me that he is authorized to, and did in fact execute this Easement Agreement.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
  ) ss  
\_\_\_\_\_ COUNTY                                 )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared before me, the undersigned Notary Public, **MELISSA SMITH**, who acknowledged to me that She is authorized to, and did in fact execute this Easement Agreement.

\_\_\_\_\_  
Notary Public

**ATTACHMENTS**

**EXHIBIT A – Legal Description of Landowner’s Property**

**EXHIBIT B – Legal Description of Easement Holder’s Property**

**EXHIBIT C – Wall Commercial Subdivision-1<sup>st</sup> Amendment Plat Map**

## **Exhibit A**

### **LANDOWNER'S PROPERTY**

All of Lot 1, WALL COMMERCIAL SUBDIVISION, according to the Official Plat thereof, recorded in the Office of the County Recorder of WEBER County, State of Utah.

*The following is shown for informational purposes only:  
Tax Parcel No. 15-474-0001*

## **Exhibit B**

### **EASEMENT HOLDERS' PROPERTY**

ALL OF LOT 2, WALL COMMERCIAL SUBDIVISION, OGDEN CITY, WEBER COUNTY, UTAH. 15-474-0002

DESCRIPTION FOR SOUTH PART OF LOT 3, THE SOUTHERLY PORTION OF LOT 3, WALL COMMERCIAL SUBDIVISION, OGDEN CITY, WEBER COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF 3300 SOUTH STREET BEING 892.57 FEET NORTH 89D50'28" WEST ALONG THE SECTION LINE AND 33.00 FEET NORTH 0D09'32" EAST TO SAID NORTH LINE AND 1465.62 FEET NORTH 89D50'28" WEST ALONG SAID NORTH LINE FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 2 WEST, RUNNING THENCE NORTH 1D15'00" EAST 253.05 FEET, THENCE SOUTH 89D50'28" EAST 302.57 FEET, THENCE SOUTH 2D12'59" WEST 253.16 FEET TO THE SAID NORTH LINE OF 3300 SOUTH STREET, THENCE NORTH 89D50'28" WEST ALONG SAID NORTH LINE 298.39 FEET TO THE POINT OF BEGINNING. 15-474-0004

THE NORTHERLY PORTION OF LOT 3, WALL COMMERCIAL SUBDIVISION, OGDEN CITY, WEBER COUNTY, UTAH: MORE PARTICULARLY DESCRIBED AS; BEGINNING AT A POINT ON THE WEST LINE OF SAID WALL COMMERCIAL SUBDIVISION BEING 892.57 FEET NORTH 89D50'28" WEST ALONG THE SECTION LINE, 33.00 FEET NORTH 0D09'32" EAST TO THE NORTH LINE OF 3300 SOUTH STREET, 1765.62 FEET NORTH 89D50'28" WEST ALONG SAID NORTH LINE AND 253.05 FEET NORTH 1D15'00" EAST FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 2 WEST; RUNNING THENCE NORTH 1D15'00" EAST 214.80 FEET; THENCE SOUTH 89D50'28" WEST 306.29 FEET; THENCE SOUTH 2D12'59" WEST 214.91 FEET; THENCE NORTH 89D50'28" WEST 302.57 FEET TO THE POINT OF BEGINNING. 15-474-0005

**Exhibit C**

**UNRECORDED PLAT**

**WALL COMMERCIAL SUBDIVISION – 1<sup>ST</sup> AMENDMENT**



