

When recorded, mail to Grantee at:
Commerce Corner, LLC
3974 N. 800 W.
Pleasant View, UT 84414
220454



W2840506

E# 2840506 PG 1 OF 7
Leann H. Kilts, WEBER COUNTY RECORDER
02-Feb-17 0311 PM FEE \$22.00 DEP TN
REC FOR: INWEST TITLE - SOUTH OGDEN
ELECTRONICALLY RECORDED

GRANT OF EASEMENT
(Storm Water Line)

Ogden School Development III, LLC, a Utah limited liability corporation, of Kaysville, Davis County, Utah, ("Grantor"), granted to Commerce Corner, LLC, of Ogden, Weber County, Utah ("Grantee"), an easement with respect to the real property of Grantor in Weber County, Utah (the "Original Storm Water Line Easement"), recorded as Entry No. 2828326.

Grantor and Grantee hereby to revoke the Original Storm Water Line Easement in its entirety and Grantor hereby grants to Grantee, for the sum of Ten Dollars (\$10.00), an easement as follows with respect to the real property of Grantor in Weber County, Utah, more particularly described in Exhibit A and depicted in Exhibit B, attached hereto (the "Property"):

For the discharge, drainage, and flow of storm water and surface drainage from Grantee's property over, upon, across, in, and through the Property, including but not limited to drainage and flow through underground storm water drain lines constructed and maintained by Grantor.

Grantee, its officers, agents and employees, shall have the right of ingress and egress over and across the land of the Grantor to and from the above described permanent easement and all rights reasonably necessary or incident to the grant of said easement.

Grantor shall, subject to Grantee's rights contained herein, have the right to fully enjoy and use the premises for all purposes not inconsistent with this grant and not unreasonably interfering with exercise of the rights hereby granted.

No permanent buildings or trees shall be placed on the property granted herein as an easement, and Grantee shall not be liable for their removal if they are so placed.

The cost of construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground storm water lines shall be at Grantor's expense together with all necessary or desirable accessories and appurtenances thereto under the surface of the Property; excepting, however, at such time as Grantee stubs into the storm water line, (a) Grantee shall be responsible for the cost of repair, replacement, inspection, and maintenance of that portion of the storm water line within the description of the easement lying east of the storm water line running northerly from the detention pond to Second Street and (b) the parties shall share equally in the expense of the repair, replacement, inspection, and maintenance of that portion of the storm water line running northerly from the detention pond to Second Street.

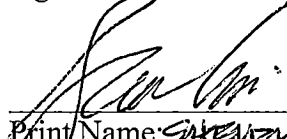
In the event of any repair, replacement, inspection or maintenance work, Grantee shall restore the surface of the ground to the same condition in which it was before the start of such

work, as near as such restoration can be made.

All rights, title and privileges herein granted shall run with the land and shall be binding upon and inure to the benefit of the parties, and their successors in interest.

Dated this 31st day of January, 2016.

Ogden School Development III, LLC

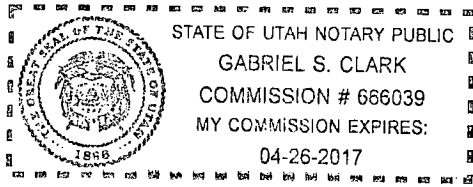

Print Name: STEVEN KOWACK
Title: MAN

Commerce Corner, LLC

Print Name: _____
Title: _____

STATE OF UTAH)
 : ss.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 31st day of January, 2016, who being by me duly sworn did say that he is the Manager of Ogden School Development III, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said entity, and he acknowledged to me that said entity executed the same.



[Signature]
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, who being by me duly sworn did say that he is the Manager of Commerce Corner, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said entity, and he acknowledged to me that said entity executed the same.

NOTARY PUBLIC

work, as near as such restoration can be made.

All rights, title and privileges herein granted shall run with the land and shall be binding upon and inure to the benefit of the parties, and their successors in interest.

Dated this 1 day of February, ^{Rm.} ~~2016~~ 2017

Ogden School Development III, LLC

Print Name: _____

Title: _____

Commerce Corner, LLC

Dixie Lee Sneddon
Print Name: DIXIE LEE SNEEDON
Title: President

ACKNOWLEDGMENT

STATE OF UTAH)
(ss.
COUNTY OF WEBER)

On this 2nd day of February, 2017, personally appeared before me **Dixie Lee Sneddon**, whose identity(ies) is/are personally known to me, or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she/they is/are acting in the capacity referenced above for **Commerce Corner, LLC**, and that said document was signed by him/her/them in behalf of said Limited Liability Company by the authority of its Articles of Organization, Operating Agreement, or by consent of the Company Members, and said individual(s) acknowledged to me that said Limited Liability Company executed the same.

Rachel J. Miller

NOTARY PUBLIC

My Commission Expires: *7/18/20*
Residing at: *Ogden*



EXHIBIT A

AN EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A STORM DRAIN SYSTEM, IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SECOND STREET, SAID POINT BEING NORTH 89°09'45" WEST 603.13 FEET AND SOUTH 0°07'14" EAST 33.00 FEET FROM A STREET MONUMENT IN THE ORIGINAL INTERSECTION OF SECOND STREET AND HARRISON BOULEVARD, AND RUNNING THENCE NORTH 89°09'45" WEST 20.00 FEET; THENCE SOUTH 0°07'14" EAST 143.01 FEET; THENCE SOUTH 1°57'25" WEST 335.91 FEET; THENCE SOUTH 48°56'33" EAST 136.32 FEET; THENCE NORTH 41°03'27" EAST 23.16 FEET; THENCE NORTH 0°50'15" EAST 154.79 FEET; THENCE NORTH 89°09'45" WEST 97.39 FEET; THENCE NORTH 1°57'25" EAST 251.42 FEET; THENCE NORTH 0°07'14" WEST 46.74 FEET; THENCE SOUTH 75°16'41" EAST 235.22 FEET; THENCE NORTH 87°43'30" EAST 59.38 FEET; THENCE SOUTH 89°46'18" EAST 21.56 FEET; THENCE NORTH 0°17'31" EAST 10.00 FEET; THENCE NORTH 89°46'18" WEST 21.79 FEET; THENCE SOUTH 87°43'30" WEST 58.11 FEET; THENCE NORTH 75°16'41" WEST 236.37 FEET; THENCE NORTH 0°07'14" WEST 85.95 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SECOND STREET AND POINT OF BEGINNING.

EXHIBIT 'B'

