

Misc



W3151709

EH 3151709 PG 1 OF 6
LEANN H KILTS, WEBER COUNTY RECORDER
10-MAY-21 357 PM FEE \$40.00 DEP DC
REC FOR: ZANE FROERER (ZBF)

EASEMENT AGREEMENT AND CONVEYANCE

THIS EASEMENT AGREEMENT (hereinafter "Agreement") is made and entered into this day of March, 2021 by and between LINDA B. JOHNSON, Trustee of THE LINDA B. JOHNSON FAMILY TRUST dated 31st day of May, 2016 (hereinafter referred to as "Johnson"), and ZBF INVESTMENTS I LLC (hereinafter referred to as "ZBF").

RECITALS:

- A. Johnson is the owner of that certain parcel of real property located in Weber County, Utah, described on Exhibit "A" attached hereto and incorporation by this reference (hereinafter the "Johnson Parcel"). (Tax No. 22-047-0036)
- B. ZBF is the owner of that certain parcel of real property located in Weber County, Utah, described on Exhibit "B" attached hereto and incorporated by this reference (hereinafter the "ZBF Parcel"). (Tax No. 22-316-0003)
- C. Johnson and ZBF wish to provide for an easement of ingress and egress over and across and with the right to construct, install, lay, use, operate, inspect, repair, maintain, replace and remove a public access driveway over the other's real property as set forth herein.

NOW, THEREFORE, in consideration of the above premises, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Johnson and ZBF do hereby agree as follows:

1. **Grant of Easements.** Subject to the limitations and conditions below, Johnson hereby grants to ZBF, its transferee and assigns, a perpetual non-exclusive easement and privilege of ingress and egress over and across the Johnson's Parcel for and in favor of the ZBF Parcel; furthermore, ZBF hereby grants subject to Johnson, its transferee and assigns, a perpetual, non-exclusive easement and privilege of ingress and egress over and across the ZBF Parcel for and in favor of the Johnson Parcel.
 - a. The easement hereby granted shall be 20 feet in width with ten feet granted by Johnson and ten feet granted by ZBF as described in Exhibit "C".
 - b. The easement hereby granted shall be available for use by the owners of both Parcels (their successors and assigns) in a manner that will not unreasonably interfere with the lawful activities of the owner of the either Parcel or any business or other operation conducted upon the either Parcel;

2. **Benefit and Binding Effect.** The easements covenants and restrictions contained in this Agreement shall run with and bind both the Johnson Parcel and the ZBF Parcel and be binding upon the properties and their Successors in interest and all parties having or acquiring any right, title or interest in or to any part of the Johnson Parcel or the ZBF Parcel or in any easement. Any conveyance of easement rights shall also carry all the duties and obligations specified in this Agreement. Each party hereto shall be obligated for performing its responsibilities and duties hereunder. Conveyance of title to either the Johnson Parcel or ZBF Parcel shall not affect liability or accrued responsibilities. ZBF and its assigns shall be solely responsible for the maintenance, upkeep, and repair of the easements until such a time as the Johnson Parcel is transferred or developed at which time the maintenance and replacement costs shall be divided equally between the respective parcel owners. Until transfer or development of the Johnson Parcel, Johnson shall be responsible for excessive wear and tear caused by their use. ZBF shall bear the initial costs of constructing and installing the driveway and a fence between the driveway and the remainder of the Johnson Parcel which fence will remain in place until Johnson elects to remove it at the expense of Johnson, her assigns, her heirs, or her transferee. Both parties shall indemnify and defend the other from and against any and all claims, liabilities, losses, costs, charges, or expenses which may be incurred as a result of any negligent, intentional act or omission made in connection with their use of the easement.
3. **Attorney's Fees.** In the event that any party hereto shall be in default or breach of this Agreement, said party shall be liable to pay all reasonable attorney's fees, court costs and other related collection costs and expenses incurred by the non-defaulting or non-breaching party in prosecuting its rights hereunder.
4. **Further Instruments.** The parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.
5. **Waiver.** A waiver by any party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.
6. **Paragraph Headlines.** The paragraph headings of this Agreement are inserted only for convenience and in no way define, limit, or describe the scope or intent of this Agreement nor affect its terms and provisions.
7. **Governing Law.** This Agreement, and all matters relating hereto, including any matter or dispute arising out of the Agreement, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes.
8. **Amendments.** This Agreement may be amended at any time upon unanimous agreement of the parties hereto, which amendment(s) must be reduced to writing and signed by all parties in order to become effective.
9. **Severability.** In the event that any provision of this Agreement, or any operation contemplated hereunder, is found by a court of competent jurisdiction to be inconsistent with or contrary to any law, ordinance, or regulation, the latter shall be deemed to control and the Agreement shall be regarded as modified accordingly and, in any event, the remainder of this Agreement shall continue in full force and effect.
10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representative, successors, and assigns.

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11. Separate Counterparts. This Agreement is being executed in several identical counterparts, each one of which shall be considered an original and all of which when taken together shall constitute but one instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first written above.

ZBF INVESTMENTS I, LLC 2016

Zane B. Froerer (Pres.)
By: Froerer Property Management, L.L.C., Manager
By: Froerer Real Estate, Inc., Manager
By: Zane B. Froerer, President

THE LINDA B. JOHNSON FAMILY TRUST
dated 31st day of May,
10th 2016

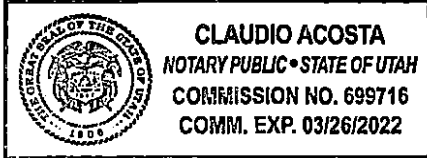
Linda Johnson
LINDA B. JOHNSON, Trustee

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH)
) SS
County of Davis)

On the 10th day of May 2021 personally appeared before me Zane B. Froerer who being by me duly sworn did say, for himself, that he is the President of Froerer Real Estate, Inc., that is the Manager of Froerer Property Management, L.L.C., that is the Manager of ZBF INVESTMENTS I, LLC, a Limited Liability Company and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.

[Signature]
Notary Public

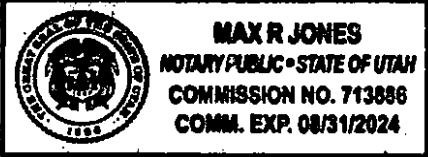


TRUSTEE ACKNOWLEDGMENT

STATE OF UTAH)
) SS
County of Davis)

On this 10th day of April 2021 personally appeared before me, LINDA B. JOHNSON known to me to be the Trustee(s) of the THE LINDA B. JOHNSON FAMILY TRUST dated 31st day of May, 2016 and the Trustee(s) who subscribed the said Trust name to the foregoing instrument, acknowledged to me that he/she/they executed the same in said Trust name, and that said Trust executed the same.

Max R Jones
Notary Public

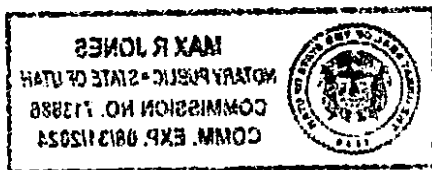


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EXHIBIT "A"

LOT 1, VALLEY CENTER ESTATES (SUBDIVISION), according to the official plat thereof (Book 38 of Plats, Page 17) on file and of record in the Weber County Recorder's Office.

22-047-0036



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EXHIBIT "B"

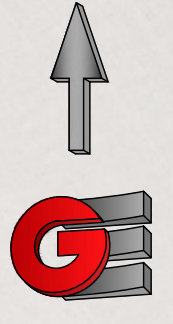
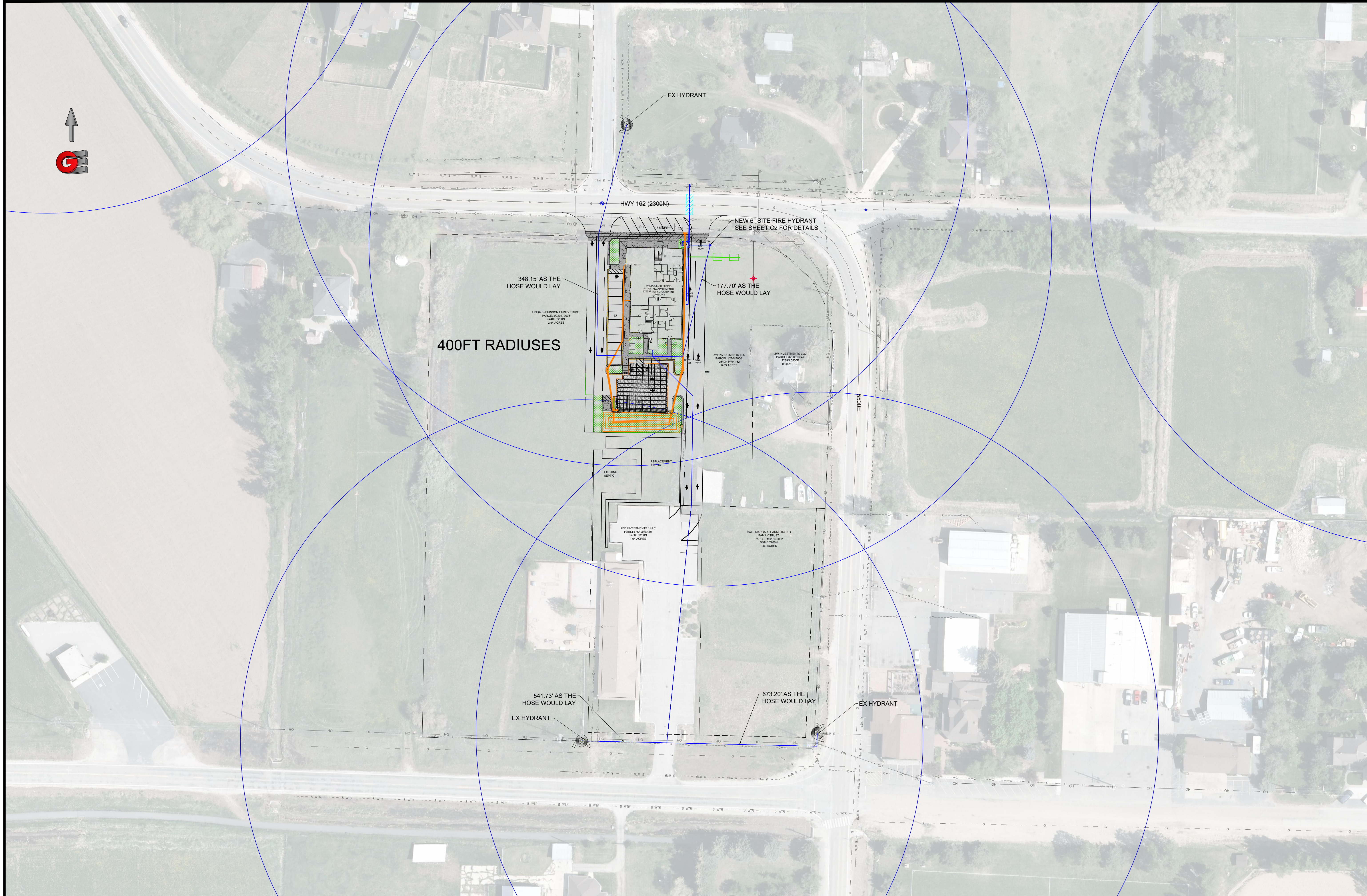
All of Lot 5, VALLEY CENTER ESTATES 1ST AMENDMENT, according to the official plat thereof, on file and of record in the office of the Recorder of Weber County, Utah.

22-316-0003

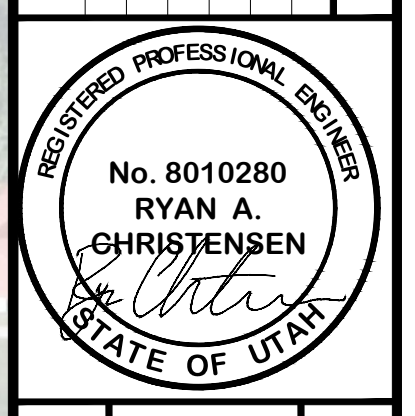
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EXHIBIT "C"

Part of Lot 1, Valley Center Estates and part of Lot 5, Valley Center Estates 1st Amendment, according to the official plats thereof, on file and of record in the office of the Recorder of Weber County, Utah being described as follows: Beginning at the Northeast corner of said Lot 1, Valley Center Estates, and running thence North 89 21'51" West 10 feet; thence South 00 58'38" West 229.92 feet parallel to the East line of said Lot 1; thence South 89 21'51" East 20 feet parallel with the North line of said Lot 1 and Lot 5; thence North 00 58'38" East 229.92 feet parallel with the West line of said Lot 5, more or less, to the North line of said Lot 5; thence North 89 21'51" West 10 feet along the North line of said Lot 5 to the point of beginning. Thereby creating a total easement width of 20 feet.

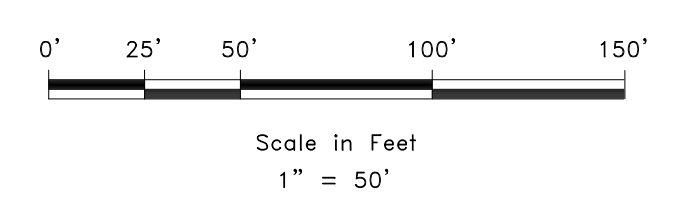


SCALE	1" = 50'
DATE	11-9-22
DESIGN	RF/RC
DRAWN	RF
CHECKED	CHECKED
DWG: 11-2327 - WADSWORTH - PROGRESS DESIGN, DESIGN 11-9-22.DWG	



FIRE EXHIBIT
EDEN MIXED-USE DEVELOPMENT
5461E 2300N
EDEN, WEBER, UTAH


GARDNER ENGINEERING
 CIVIL • LAND PLANNING
 MUNICIPAL • LAND SURVEYING
 5150 SOUTH 375 EAST OGDEN, UT
 OFFICE: 801.476.0202 FAX: 801.476.0066



C10

EDEN VALLEY PHYSICAL THERAPY

5461E 2300N

EDEN (WEBER COUNTY)

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT COST	TOTAL
11/9/2022					
	ROADWAY				
1	3" ASPHALT	62	TON	\$ 85.00	\$ 5,270.00
2	6" BASE COURSE	119	TON	\$ 20.00	\$ 2,380.00
3	8" SUBGRADE	153	TON	\$ 18.00	\$ 2,754.00
4	PARKING STALL STRIPING	1	LS	\$ 1,500.00	\$ 1,500.00
5	CURB AND GUTTER	145	LF	\$ 25.00	\$ 3,625.00
6	5' (4" THICK) CONCRETE BIKE PATH	689	SF	\$ 7.00	\$ 4,823.00
7	10' (4" THICK) SIDEWALK	738	SF	\$ 7.00	\$ 5,166.00
	LANDSCAPING				
1	1" LANDSCAPE ROCK	1	LS	\$ 7,500.00	\$ 7,500.00
2	IRRIGATION SYSTEM	1	LS	\$ 2,500.00	\$ 2,500.00
	SUBTOTAL				\$ 35,518.00
	10% CONTINGENCY				\$ 3,551.80

TOTAL	\$ 39,069.80
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Storm Water Quality Report – Template

Date: 11-9-22

Project Name: EDEN VALLEY PHYSICAL THERAPY

Project ID: N/A

Design Engineer: RIKER PORTER, RYAN CHRISTENSEN

Is the project within a watershed that is 303(d) listed? NO

If yes:

Name of receiving water(s): PINEVIEW RESEVOIR, WEBER WATERSHED

Listed Impairment(s): TOTAL PHOSPHUROUS, TEMPERATURE, DISSOLVED OXYGEN

Does the watershed that has an approved TMDL? YES

If yes:

Approved TMDL(s): 4A, DWQ-2015-06596

I have reviewed the storm water quality design and find this report to be complete, accurate, and current.

[name], Project Manager

[name], Designate Storm Water Coordinator

[name], Head of Maintenance

[stamp required at final design phase]

[name], Landscape Architect or Equivalent

Project Information

80th Percentile Storm Depth (in): .50

New Development

Area of Land Disturbance (ac): .739

Project Impervious Area (ac): .636

Project Imperviousness (%): 86

Project Volumetric Runoff Coefficient, R_v: .6103

80th Percentile Volume (cf): 818

Predevelopment Hydrologic Condition (cf): 1031

Project Volume Retention Goal, V_{goal} (cf): 818

Redevelopment

Existing Project Impervious Area (ac): _____

Proposed Project Impervious Area (ac): _____

Change in Impervious Area (%): _____

If change in impervious area > 10%:

Existing Project Conditions

Imperviousness (%): _____

Volumetric Runoff Coefficient, R_v: _____

80th Percentile Volume, V₁ (cf): _____

Proposed Project Conditions

Imperviousness (%): _____

Volumetric Runoff Coefficient, R_v: _____

80th Percentile Volume, V₂ (cf): _____

V_{goal} = V₂ - V₁ = _____

Subsurface Information

Groundwater

Depth to Groundwater (ft): BELOW 28FT

Historical High Depth to Groundwater if known (ft): N/A

Source: GEOTECH 17705

Groundwater Contamination at Site: N/A

Soil Information

Infiltration Rate (in/hr): 1.71

Hydrologic Soil Group: D

Source: GEOTECH 17705

Soil Contamination at Site: N/A

Drinking Water

Within Drinking Water Source Area Protection: YES

Additional Relevant Site Information

Site has little to no infiltration with silty clay and loamy soil present in geotechnical.

LID Drainage Areas

Add additional rows as needed.

Contributing Drainage Area	Area (ac)	Impervious Area (ac)	Imperviousness (%)	Volumetric Runoff Coefficient, R_v	Water Quality Volume, WQV (cf)
CDA 1	.739	.636	86%	.6103	818
CDA 2					
CDA 3					
CDA 4					
Total WQV (cf)					818

LID BMP Design

Add additional rows as needed.

Contributing Drainage Area	LID BMP Type	Water Quality Volume, WQV (cf)	Runoff Retained (cf)	Percent of Runoff Captured (%)
CDA1	Infiltration Basin	818	1468	100%
CDA 2				
CDA 3				
CDA 4				
Total Volume Retained (cf)			1468	100%

Percent of V_{goal} captured by LID BMPs: 100%

If 100% of V_{goal} is not captured, document and provide narrative of technical infeasibilities and/or alternate compliance measures below:

VGOAL IS CAPTURED

Describe additional storm water quality measures incorporated into the site:

SITE HAS ABOVE GROUND INFILTRATION BASIN, AND UNDERGROUND INFILTRATION BASIN, HAS FRONT PLANTER THAT MAY BE DESIGNED FOR BIOSWALE.
