

WHEN RECORDED, RETURN TO:

SMHG LANDCO LLC
3632 N. Wolf Creek Drive
Eden, Utah 84310
Attention: Anne C. Winston

Parcel Nos: 23-012-0192 and 23-012-0188
Prior Parcel No. 23-012-0185

**EASEMENT AGREEMENT
FOR STORM DRAINAGE IMPROVEMENTS**

This EASEMENT AGREEMENT ("Agreement") is made this 4th day of ~~October~~ 2023, by and between SMHG LANDCO LLC a Delaware limited liability company ("Grantor"), Weber County Corporation, a political subdivision of the State of Utah (the "County"), OVERLOOK POINT LLC, a Utah limited liability company, its successors and assigns ("Overlook"), and POWDER MOUNTAIN OWNERS ASSOCIATION, INC., a Utah corporation. (the "Association.")

RECITALS

A. Grantor is the owner of certain real property located in Weber County, Utah, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Grantor's Property").

B. The County requires access to ensure that proper maintenance is occurring on storm water drainage improvements (surface channels, underground pipes, detention ponds, inlet boxes, etc.) that will serve a new project being developed by Overlook adjacent to Grantor's Property, see Exhibit "B" attached hereto and incorporated by reference herein (the "Benefited Parcel").

C. The County is not assuming any responsibility to provide such services, but reserves the right to do so if the need arises. To provide such storm drainage inspection and service access, Overlook requires Grantor to grant an easement to the County over Grantor's Property.

D. On the terms provided for in this Agreement, Grantor has agreed to provide the County with an easement over, across and through Grantor's Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the County hereby agree as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby grants to the County and the Benefited Parties (defined below) a perpetual non-exclusive easement (the "Easement") over, across, and through Grantor's Property for pedestrian and vehicular ingress, egress and access as may be reasonably necessary to construct, operate and maintain drainage channels, storm drain pipes, boxes, ponds, and related facilities and improvements (the "Improvements") for the provision of storm drainage service, more particularly described in Exhibit "C" attached hereto. The Improvements are also

depicted visually on Exhibit "D" and Exhibit "E" which are attached hereto and incorporated herein by this reference. The Easement shall be an easement in gross for the benefit of the County and shall be covenants running with the land or equitable servitudes, as the case may be.

2. Maintenance. The County shall have the authority, but not the responsibility to inspect and maintain any Improvements placed within Grantor's Property. Maintenance responsibilities will be performed by the Association in accordance with the applicable terms of its governing documents. It is understood and agreed that the Benefited Parties may use large vehicles and equipment to construct and maintain the Improvements.

3. Benefitted Parties. The Easement shall be for the use and benefit of the following parties (the "Benefited Parties"): (a) the County and its transferees, successors and assigns; and (b) Overlook and its transferees, successors and assigns; (c) the Association; (d) any other person or entity that is authorized or obligated by law or by contract to construct or maintain the Improvements; and (e) all employees, contractors, subcontractors, agents, licensees, and invitees of any other person or entity listed in this paragraph..

4. Notices. All notices made pursuant to this Agreement shall be in writing and shall be given by personal delivery to a responsible person, by electronic transmission, by deposit in the United States mail (certified mail, return receipt requested, postage prepaid), or by express delivery service, freight prepaid. Notices shall be delivered or addressed to Grantor and the County at the following addresses, or at such other address as a party may designate in writing:

Grantor: SMHG LANDCO, LLC
3632 N. Wolf Creek Drive
Eden, Utah 84310
Attention: Anne C. Winston, General Counsel
awinston@powdermountain.com

County: Weber County Engineer
2380 Washington Blvd., Ste. 240
Ogden, Utah 84401
Attention: Gary Myers
E-mail: gmyers@webercountyutah.gov

Overlook: OVERLOOK POINT LLC
PO Box 388
Eden, Utah 84310
Attention: Scott Bailey
scottbailey@me.com

Association: POWDER MOUNTAIN OWNERS ASSOCIATION,
INC. 3632 N. Wolf Creek Drive
Eden, Utah 84310
Attention: Anne C. Winston, General Counsel
awinston@powdermountain.com

The date notice is deemed to have been given, received and become effective shall be the date on which the notice is delivered, if notice is given by personal delivery or electronic transmission, or the date of actual receipt if the notice is sent through the United States mail or by express delivery service.

5. Covenants to Run with the Land. The Easement, rights and interests granted herein shall constitute covenants running with the land, and shall burden Grantor's Property as the servient estate, and shall be binding upon Grantor, its successors, assigns and any person acquiring, leasing or otherwise owning an interest in Grantor's Property, and shall inure to the benefit of the County and the Benefited Parties.

6. Enforcement. In the event either party fails to cure any violation of the terms of this Agreement within ten (10) days after written notice from the other, the non-defaulting party shall have the right to injunctive relief, to require specific performance of this Agreement, to collect damages from the defaulting party, and to take such actions as may be necessary in the non-defaulting party's discretion to cure such violation and charge the defaulting party with all reasonable costs and expenses incurred by the non-defaulting party as a result of such violation (including, without limitation, the non-defaulting party's reasonable attorneys' fees and related costs). All rights and remedies provided under this Agreement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

7. General Provisions.

7.1 Recitals Incorporated. The Recitals set forth above are true and correct and are incorporated herein by this reference.

7.2 Construction. This instrument shall be construed in accordance with the laws of the State of Utah without giving effect to its conflict of laws principles.

7.3 Amendment. The parties may amend this Agreement only by a written instrument executed by the parties and recorded in the Office of the Weber County Recorder.

7.4 Partial Invalidation. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

7.5 Counsel. Both Grantor and the County have been represented by their own counsel in connection with the negotiation and preparation of this Agreement and, consequently, both Grantor and the County waive the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Agreement, including any rule of law to the effect that any provision of this Agreement will be interpreted or construed against the party whose counsel drafted that provision.

7.6 Counterparts. This instrument may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the County has executed this Easement Agreement as of the date first indicated above.

COUNTY:

WEBER COUNTY CORPORATION, a political subdivision of the State of Utah

By: _____

Name: Gage Froerer

Its: Commission Chair

ATTEST:

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

Weber County Attorney Date

Exhibit "A"

GRANTOR'S PROPERTY

(For Reference: Parcel No. 23-012-0192):

ALL OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN.

EXCEPTING THEREFROM ALL OF SUMMIT EDEN PHASES 1A, 1B, 1C, AND 1D.

ALSO LESS AND EXCEPTING: VILLAGE NESTS EAST AT POWDER MOUNTAIN

ALSO LESS AND EXCEPTING: SUMMIT PASS AND SPRING PARK

ALSO LESS AND EXCEPTING: ALL OF OVERLOOK AT POWDER MOUNTAIN PHASES 1, 2, AND 3.

ALSO LESS AND EXCEPTING: OVERLOOK EAST AT POWDER MOUNTAIN

ALSO LESS AND EXCEPTING: POWDER POINT AT POWDER MOUNTAIN (E3296615)

ALSO LESS AND EXCEPTING: (REFERENCE: 23-012-0170) BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SPRING PARK LANE, AND THE WESTERLY RIGHT OF WAY LINE OF SUMMITPASS, SAID POINT BEING SOUTH 1001.25 FEET AND EAST 1393.86 FEET, FROM THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 89D55'51" WEST ALONG THE LINE BETWEEN THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN AND THE MONUMENT AT THE INTERSECTION OF THE WEBER/CACHE COUNTY LINE, TIE FROM THE NORTHWEST CORNER OF SECTION 6 TO THE NORTHQUARTER CORNER OF SECTION 8 IS SOUTH 53D43'38" EAST 9312.68 FEET, THENCE SOUTH 69D43'36" EAST 66.00 FEET, THENCE SOUTH 20D16'24" WEST 105.32 FEET) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 667.00 FEET, THROUGH A CENTRAL ANGLE OF 19D08'30" (CHORD BEARING AND DISTANCE OF SOUTH 10D42'09" WEST 221.80 FEET) FOR AN ARC DISTANCE OF 222.83 FEET, THENCE SOUTH 01D07'54" WEST 226.19 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 333.00 FEET, THROUGH A CENTRAL ANGLE OF 29D59'52" (CHORD BEARING AND DISTANCE OF SOUTH 16D07'50" WEST 172.36 FEET) FOR AN ARC DISTANCE OF 174.35 FEET, THENCE SOUTH 31D07'46" WEST 295.39 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 217.00 FEET, THROUGH A CENTRAL ANGLE OF 34D42'25" (CHORD BEARING AND DISTANCE OF SOUTH 13D46'34" WEST 129.45 FEET) FOR AN ARC DISTANCE OF 131.45 FEET, THENCE SOUTH 03D34'39" EAST 0.09 FEET, THENCE ALONG A CURVE TO LEFT HAVING A RADIUS OF 23.00 FEET, THROUGH A CENTRAL ANGLE OF 80D44'23" (CHORD BEARING AND DISTANCE OF SOUTH 43D56'50" EAST 29.80 FEET) FOR AN ARC DISTANCE OF 32.41 FEET, THENCE SOUTH 05D40'58" WEST 50.00 FEET, THENCE ALONG A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET, THROUGH A CENTRAL ANGLE OF 32D30'53" (CHORD BEARING AND DISTANCE OF SOUTH 79D25'32" WEST 153.97 FEET) FOR AN ARC DISTANCE OF 156.06 FEET THENCE SOUTH 63D10'06" WEST 117.41 FEET, THENCE SOUTH 26D49'54" EAST 404.82 FEET, THENCE SOUTH 08D46'21" WEST 141.29 FEET, THENCE NORTH 81D13'39" WEST 196.64 FEET,

THENCE WITH AN ON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 165.00 FEET, THROUGH A CENTRAL ANGLE 17D25'46" (CHORD BEARING AND DISTANCE OF SOUTH 08D46'21" WEST 50.00 FEET) FOR AN ARC DISTANCE OF 50.19 FEET, THENCE SOUTH 81D13'39" EAST 305.90 FEET, THENCE SOUTH 00D25'18" EAST 233.08 FEET, THENCE SOUTH 89D34'42" WEST 175.00 FEET, THENCE SOUTH 00D25'18" EAST 50.00 FEET, THENCE SOUTH 89D34'42" WEST 134.67 FEET, THENCE SOUTH 88D25'18" EAST 88.90 FEET, THENCE SOUTH 89D34'42" WEST 175.16 FEET, THENCE NORTH 00D00'00" EAST 170.59 FEET, THENCE NORTH 38D13'43" WEST 112.94 FEET, THENCE ALONG A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 20D37'40" (CHORD BEARING AND DISTANCE OF SOUTH 41D27'27" WEST 53.71 FEET) FOR AN ARC DISTANCE OF 54.00 FEET, THENCE NORTH 58D51'23" WEST 50.00 FEET, THENCE NORTH 60D18'41" WEST 161.75 FEET, THENCE SOUTH 62D50'49" WEST 258.28 FEET, THENCE NORTH 27D09'11" WEST 245.70 FEET, THENCE NORTH 62D50'49" EAST 6.78 FEET, THENCE ALONG A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET, THROUGH A CENTRAL ANGLE OF 90D00'00" (CHORD BEARING AND DISTANCE OF NORTH 175D00'00" EAST 32.53 FEET) FOR AN ARC DISTANCE OF 36.13 FEET, THENCE NORTH 27D09'11" WEST 244.50 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 64.00 FEET, THROUGH A CENTRAL ANGLE OF 38D16'10" (CHORD BEARING AND DISTANCE OF NORTH 46D17'16" WEST 41.96 FEET) FOR AN ARC DISTANCE OF 42.75 FEET, THENCE NORTH 24D43'44" EAST 370.73 FEET, THENCE NORTH 88D13'23" WEST 99.62 FEET, THENCE NORTH 01D46'37" EAST 50.00 FEET, THENCE NORTH 21D51'04" EAST 133.74 FEET, THENCE NORTH 81D35'57" EAST 387.51 FEET, THENCE NORTH 62D15'56" EAST 116.40 FEET, THENCE SOUTH 32D53'48" EAST 129.94 FEET, THENCE SOUTH 20D07'41" WEST 67.50 FEET, THENCE ALONG A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 105.00 FEET, THROUGH A CENTRAL ANGLE OF 43D02'25" (CHORD BEARING AND DISTANCE OF SOUTH 48D21'07" EAST 77.03 FEET) FOR AN ARC DISTANCE OF 78.88 FEET, THENCE NORTH 63D10'06" EAST 227.56 FEET, THENCE SOUTH 26D49'54" EAST 223.11 FEET, THENCE NORTH 63D10'06" EAST 64.39 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET, THROUGH A CENTRAL ANGLE OF 13D59'39" (CHORD BEARING AND DISTANCE OF NORTH 70D09'55" EAST 79.18 FEET) FOR AN ARC DISTANCE OF 79.38 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET, THROUGH A CENTRAL ANGLE OF 80D44'23" (CHORD BEARING AND DISTANCE OF NORTH 36D47'33" EAST 29.80 FEET) FOR AN ARC DISTANCE OF 32.41 FEET, THENCE NORTH 03D34'39" WEST 0.09 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 283.00 FEET, THROUGH A CENTRAL ANGLE OF 34D42'25" (CHORD BEARING AND DISTANCE OF NORTH 13D46'34" EAST 168.82 FEET) FOR AN ARC DISTANCE OF 171.43 FEET, THENCE NORTH 31D07'46" EAST 295.39 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 267.00 FEET, THROUGH A CENTRAL ANGLE OF 29D59'52" (CHORD BEARING AND DISTANCE OF NORTH 16D07'50" EAST 138.20 FEET) FOR AN ARC DISTANCE OF 13.79 FEET, THENCE NORTH 01D07'54" EAST 226.19 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 733.00 FEET THROUGH A CENTRAL ANGLE OF 19D08'30" (CHORD BEARING AND DISTANCE NORTH 10D42'09" EAST 243.75 FEET) FOR AN ARC DISTANCE OF 244.88 FEET, THENCE NORTH 20D16'24" EAST 105.32 FEET TO THE POINT OF BEGINNING. CONTAINING 1118.799 SQUARE FEET OR 25.684 ACRES. LESS AND EXCEPTING: THAT PORTION OF THE FOREGOING BOBCAT RIDGE AT POWER MOUNTAIN PHASE 1 BOUNDARY DESCRIPTION LYING WITHIN THE COUNTY ROAD RIGHT OF WAY ACCORDING TO THE DEDICATION PLAT FOR SUMMIT PASS AND SPRING PARK RECORDED IN THE OFFICIAL RECORDS OF WEBER COUNTY, UTAH. ON JANUARY 27, 2014 AS E# 2672934

ALSO LESS AND EXCEPTING: (REF: 23-012-0171) BEGINNING AT A POINT, SAID POINT BEING EAST 31.51 FEET AND SOUTH 1985.88 FEET, FROM THE NORTH QUARTER CORNER OF

SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 89D55'51" WEST ALONG THE LINE BETWEEN THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, AND THE MONUMENT AT THE INTERSECTION OF THE WEBER/CACHE COUNTYLINE, TIE FROM THE NORTHWEST CORNER OF SECTION 6 TO THE NORTHQUARTER CORNER OF SECTION 8 IS SOUTH 53D43'38" EAST 9312.68 FEET) THENCE SOUTH 21D51'04" WEST 133.74 FEET, THENCE SOUTH 01D46'37" WEST 50.00 FEET. THENCE SOUTH 88D13'23" EAST 99.62 FEET, THENCE SOUTH 24D43'44" WEST 370.73 FEET, THENCE ALONG AN ON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 64.00 FEET, THROUGH A CENTRAL ANGLE OF 51D43'50" (CHORD BEARING AND DISTANCE OF SOUTH 88D42'44" WEST 55.84 FEET) FOR AN ARC DISTANCE OF 57.78 FEET, THENCE SOUTH 62D50'49" WEST 288.01 FEET, THENCE NORTH 27D09'11" WEST 215.93 FEET, THENCE NORTH 41D39'19" WEST 275.80 FEET, THENCE NORTH 25D04'25" WEST 164.74 FEET, THENCE NORTH 54D31'54" EAST 296.47 FEET, THENCE SOUTH 82D09'52" EAST 534.14 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING: (REF: 23-012-0172) BEGINNING AT A POINT SAID POINT BEING EAST 611.39 FEET AND SOUTH 2946.88 FEET, FROM THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 89D55'51" WEST ALONG THE LINE BETWEEN THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN AND THE MONUMENT AT THE INTERSECTION OF THE WEBER/CACHE LINE, TIE FROM THE NORTHWEST CORNER OF SECTION 6 TO THE NORTH QUARTER CORNER OF SECTION 8 IS SOUTH 53D43'38" EAST 9312.68 FEET) THENCE SOUTH 38D13'43" EAST 112.94 FEET, THENCE SOUTH 00D00'00" WEST 170.59 FEET, THENCE SOUTH 51D43'36" WEST 122.23 FEET, THENCE SOUTH 15D10'53" EAST 92.42 FEET, THENCE SOUTH 74D49'07" WEST 170.73 FEET, THENCE SOUTH 15D10'53" EAST 128.06 FEET, THENCE SOUTH 60D20'29" WEST 231.22 FEET, THENCE NORTH 29D39'31" WEST 220.89 FEET, THENCE NORTH 37D02'43" WEST 420.51 FEET, THENCE NORTH 27D09'11" WEST 245.70 FEET THENCE NORTH 62D50'49" EAST 278.69 FEET, THENCE SOUTH 27D09'11" EAST 245.70 FEET, THENCE NORTH 62D50'49" EAST 258.28 FEET, THENCE SOUTH 60D18'41" EAST 161.75 FEET, THENCE SOUTH 58D51'23" EAST 50.00 FEET, THENCE ALONG A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET THROUGH A CENTRAL ANGLE OF 20D37'40" (CHORD BEARING AND DISTANCE OF NORTH 41D27'27" EAST 53.71 FEET) FOR AN ARC DISTANCE OF 54.00 FEET TO THE POINT OF BEGINNING.

(For Reference: Parcel No. 23-012-0188):

THE WEST HALF OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN.

LESS AND EXCEPTING: POWDER POINT AT POWDER MOUNTAIN (E3296615)

EXHIBIT "B"
BENEFITED PARCEL

All of the lots and parcels according to the Powder Point at Powder Mountain subdivision plat recorded in the official records of Weber County, Utah on August 31, 2023, as Entry No. 3296615.

(Prior Parcel No. 23-012-0185)

EXHIBIT "C"
EASEMENT AREAS

POND

BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 89°55'51" WEST ALONG THE LINE BETWEEN THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND THE MONUMENT AT THE INTERSECTION OF WEBER/CACHE COUNTY LINE, TIES FROM THE NORTHEAST CORNER OF SECTION 1 TO THE NORTH QUARTER CORNER OF SECTION 8 IS SOUTH 53°43'38" EAST 9312.68 FEET.

BEGINNING AT A POINT BEING SOUTH 655.91 FEET AND EAST 2690.86 FEET, FROM THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 74°07'05" EAST, 30.00 FEET; THENCE EASTERLY ALONG A CURVE TO RIGHT, HAVING RADIUS OF 75.00 FEET, (CHORD BEARS SOUTH 60°52'55" EAST 106.07 FEET), THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 117.81 FEET; THENCE SOUTH 15°52'55" EAST, 20.00 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, (CHORD BEARS SOUTH 29°07'05" WEST 106.07 FEET), THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 117.81 FEET; THENCE SOUTH 74°07'05" WEST, 30.00 FEET; THENCE WESTERLY ALONG A CURVE TO THE RIGHT, HAVING RADIUS OF 75.00 FEET, (CHORD BEARS NORTH 60°52'55" WEST 106.07 FEET), THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 117.81 FEET; THENCE NORTH 15°52'55" WEST, 20.00 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, (CHORD BEARS NORTH 29°07'05" EAST 106.07 FEET), THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 117.81 FEET, TO THE POINT OF BEGINNING;

LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN

CONTAINING 25,771.45 SQUARE FEET, OR 0.5916 ACRES.

DRAINAGE

AN EASEMENT BEING 10 FEET IN WIDTH, BEING 5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 89°55'51" WEST ALONG THE LINE BETWEEN THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND THE MONUMENT AT THE INTERSECTION OF WEBER/CACHE COUNTY LINE, TIES FROM THE NORTHEAST CORNER OF SECTION 1 TO THE NORTH QUARTER CORNER OF SECTION 8 IS SOUTH 53°43'38" EAST 9312.68 FEET.

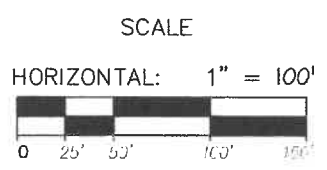
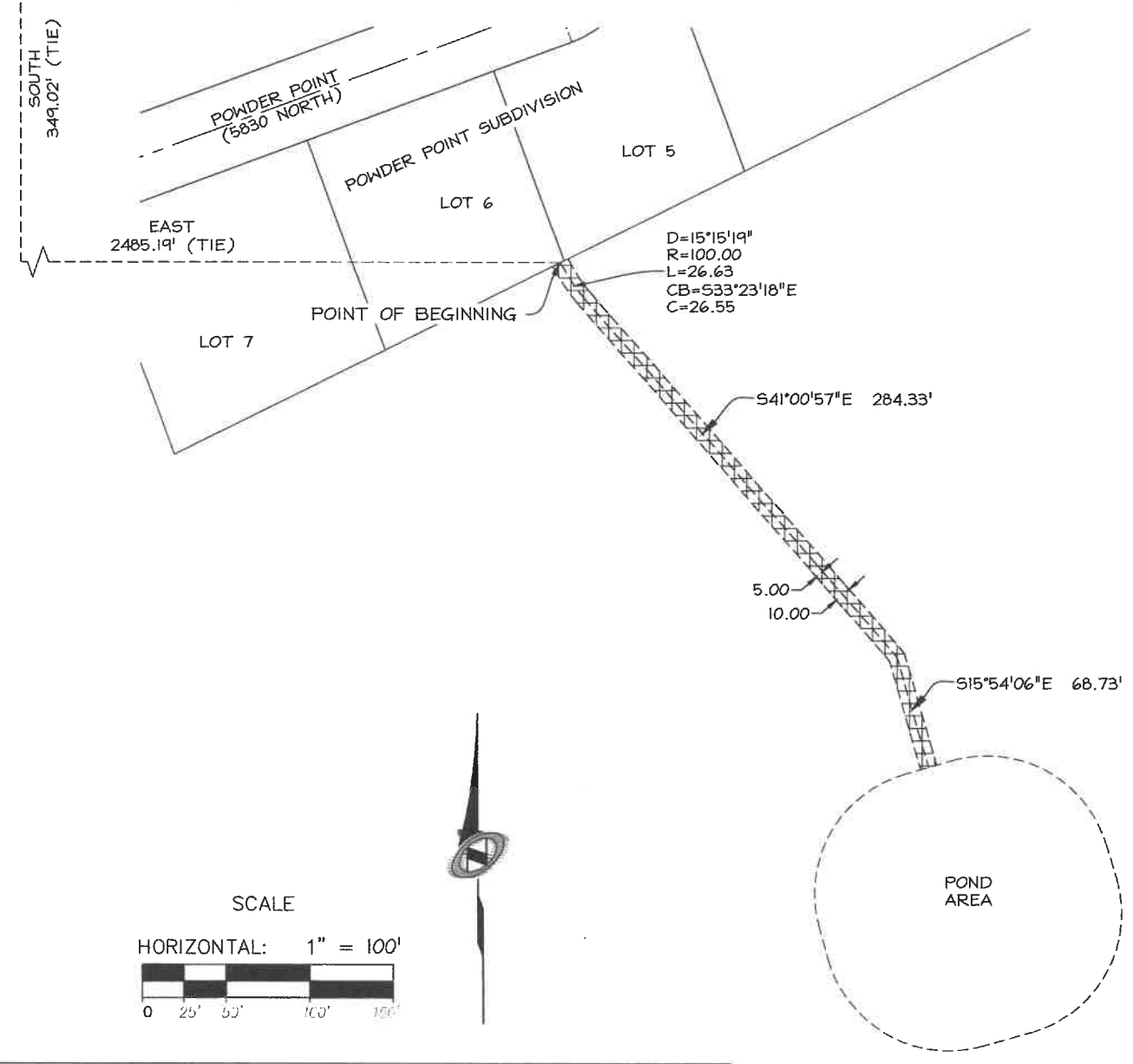
BEGINNING AT A POINT BEING ON THE SOUTHERLY LINE OF LOT 6 OF THE OVERLOOK POINT SUBDIVISION, SAID POINT BEING SOUTH 349.02 FEET AND EAST 2485.19 FEET, FROM THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, (CHORD BEARS SOUTH 33°23'18" EAST 26.55 FEET), THROUGH A CENTRAL ANGLE OF 15°15'19", FOR AN ARC DISTANCE OF 26.63 FEET; THENCE SOUTH 41°00'57" EAST, 284.33 FEET; THENCE SOUTH 15°54'06" EAST, 68.73 FEET, TO THE POINT OF TERMINUS;

LOCATED ON THE NORTHEAST QUARTER OF SECTION 8, AND THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN

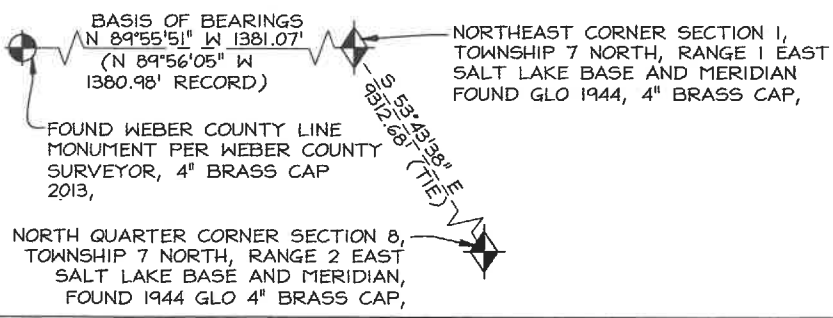
CONTAINING 3,797 SQUARE FEET, OR 0.0872 ACRES.A

EXHIBIT "D"
DRAINAGE CHANNEL/PIPE
(See attached)

NORTH QUARTER CORNER SECTION 8,
TOWNSHIP 7 NORTH, RANGE 2 EAST
SALT LAKE BASE AND MERIDIAN,
FOUND 1944 GLO 4" BRASS CAP,
(SEE DETAIL "A" FOR BASIS OF BEARING)



DETAIL "A"



1588 SOUTH MAIN STREET, SUITE 200
801.743.1300 TEL 801.743.0300 FAX

SALT LAKE CITY, UT 84115

POWDER POINT
SECTION 8, T.7N., R.2E., SLB&M
POWDER POINT DRAINAGE EASEMENT

PREPARED FOR: SMHQ PHASE 1, LLC DATE SUBMITTED: 2023-08-14

SHEET NUMBER
1

OF SHEETS

JOB NUMBER
5130793 21-125

EXHIBIT "E"
DETENTION POND
(See attached)

NORTH QUARTER CORNER SECTION 8,
TOWNSHIP 7 NORTH, RANGE 2 EAST
SALT LAKE BASE AND MERIDIAN,
FOUND 1944 GLO 4" BRASS CAP,
(SEE DETAIL "A" FOR BASIS OF BEARING)

SOUTH
655.91' (TIE)

EAST
2690.86' (TIE)

POINT OF BEGINNING

N74°07'05"E
30.00'

D=90°00'00"
R=75.00
L=117.81
CB=S60°52'55"E
C=106.07

14.94' 15.06'

D=90°00'00"
R=75.00
L=117.81
CB=N29°07'05"E
C=106.07

S15°52'55"E
20.00'

POND EASEMENT

N15°52'55"W
20.00'

D=90°00'00"
R=75.00
L=117.81
CB=S29°07'05"W
C=106.07

D=90°00'00"
R=75.00
L=117.81
CB=N60°52'55"W
C=106.07

30.00'
S74°07'05"W



SCALE

HORIZONTAL: 1" = 50'



DETAIL "A"

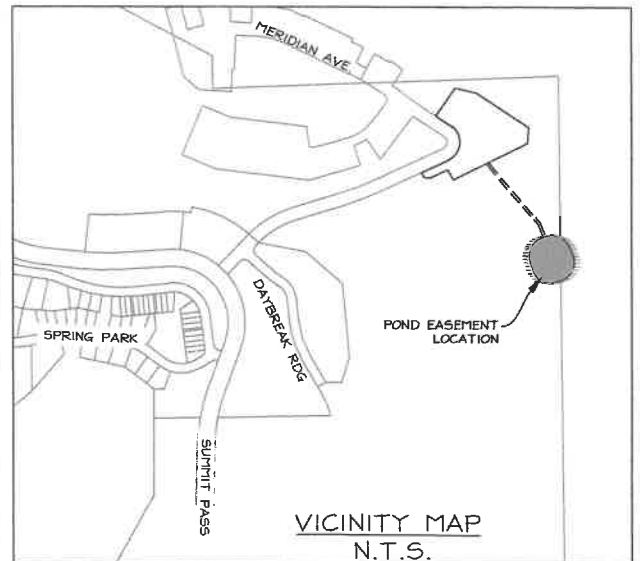
BASIS OF BEARINGS
N 89°55'51" W 1381.07'
(N 89°56'05" W
1380.98' RECORD)

FOUND WEBER COUNTY LINE
MONUMENT PER WEBER COUNTY
SURVEYOR, 4" BRASS CAP
2013,

NORTH QUARTER CORNER SECTION 8,
TOWNSHIP 7 NORTH, RANGE 2 EAST
SALT LAKE BASE AND MERIDIAN,
FOUND 1944 GLO 4" BRASS CAP,

NORTHEAST CORNER SECTION 1,
TOWNSHIP 7 NORTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN
FOUND GLO 1944, 4" BRASS CAP,

S 53°48'38" E
2512.68' (TIE)



**POWDER MTN. EASTERN DETENTION POND
SECTION 8, T.7N., R.2E., SLB&M
POND EASEMENT**

SHEET NUMBER

1

OF SHEETS

JOB NUMBER

SL30783 21-128