



\*W2574123\*

When recorded return to:  
Melven E. Smith, Esq.  
SMITH KNOWLES, P.C.  
4723 Harrison Boulevard  
Suite 200  
Ogden, Utah 84403

E# 2574123 PG 1 OF 8  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
30-APR-12 2:21 PM FEE \$30.00 DEP TDT  
REC FOR: VALLEY ENTERPRISE INVESTMENTS

**DECLARATION OF  
GRANT OF STORM DRAIN  
AND  
STORM DRAINAGE POND EASEMENT**

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This DECLARATION OF GRANT OF STORM DRAIN AND STORM DRAINAGE POND EASEMENT ("Agreement") is dated as of this 30 day of April, 2012, by and between VALLEY ENTERPRISE INVESTMENT COMPANY, LLC ("Grantor") and THE SUMMIT AT SKI LAKE OWNERS ASSOCIATION and VALLEY ENTERPRISE INVESTMENT COMPANY LLC ("Grantee").

**RECITALS:**

WHEREAS, Grantor owns that certain real property which has been commonly referred to as the proposed Phase 11 of the Summit at Ski Lake ("Phase 11"), Phase 12 of The Summit at Ski Lake ("Phase 12"), and Phase 13 of the Summit at Ski Lake ("Phase 13"), which are hereinafter collectively referred to as the "Property" and more particular described in Exhibit "A" attached hereto and by this reference made a part hereof;

WHEREAS, as a condition precedent to final approval of Phase 11, Weber County is requiring the creation of a 10 foot wide storm drain easement ("Storm Drain Easement") and a storm drainage pond easement ("Storm Drainage Pond Easement"), for the purpose of installing, operating, maintaining and replacing storm drainage channels, ditches, pipes, culverts, ponds, and all related facilities, (hereinafter collectively referred to as the "Facilities") for the purpose of channelling, controlling and receiving storm runoff and drainage water, together with the right of ingress and egress to and from same, in, on, over, under, through, and along said portion of the Property of Grantor, or so much thereof as is traversed by the following easement and right-of-way located in Weber County, Utah, which is more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof;

WHEREAS, Grantor intends to subdivide the Property into residential lots ("Lots") and sell such Lots to individual lot owners who will benefit from the Easements; and

WHEREAS, Grantor desires to grant to Grantee, which term shall hereinafter include, without any further reference, all of Grantee's transferees, grantees, successors and assigns, in and to the Property or Lots situated thereon, the Storm Drain Easement and the Storm Drainage

Pond Easement (hereinafter collectively referred to as the "Easements"), for the benefit of Grantee, including all future lot owners of Lots, in perpetuity.

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this Agreement as well as the mutual benefits to be derived therefrom, Grantor and Grantee agree as follows:

TERMS

1. **Grant of Storm Drain Easement.** Subject to the terms and conditions of this Agreement, Grantor hereby grants and conveys to Grantee, as of the date hereof, a nonexclusive, perpetual storm drain easement over and across the Storm Drain Easement area. Grantee, and all successors in interest to any Lot acquired within the Property, shall have the right to install, lay, maintain and replace storm drain pipes, channels or ditches within the Storm Drain Easement area, along with the right to trim, cut or remove trees, tree roots, and any other vegetation or obstacles that may endanger or interfere with the function of the Storm Drain Easement and shall have free access to the Facilities and any part thereof, at all times, for the purpose of exercising the rights granted herein. In doing work within the Storm Drain Easement area, the Grantee will conduct work in such a manner as will cause the least injury to the surface of the ground or construction area, and will replace the earth so removed, and restore the surface of the disturbed ground to as near condition as it existed prior to such work as is practicable.

2. **Grant of Storm Drainage Pond Easement.** Subject to the terms and conditions of this Agreement, Grantor hereby grants and conveys to Grantee, as of the date hereof, a nonexclusive, perpetual storm drainage pond easement over and across the Storm Drainage Pond Easement area. Grantee, and all successors in interest to any lots purchased within the various phases identified herein, shall have the right to construct, install, maintain and replace any facilities or improvements within the Storm Drainage Pond Easement area, along with the right to trim, cut or remove trees, tree roots, and any other vegetation or obstacles that may endanger or interfere with the function of the Storm Drainage Pond Easement and shall have free access to the Facilities and any part thereof, at all times, for the purpose of exercising the rights granted herein. In doing work within the Storm Drainage Pond Easement area, the Grantee will conduct work in such a manner as will cause the least injury to the surface of the ground or construction area, and will replace the earth so removed, and restore the surface of the disturbed ground to as near condition as it existed prior to such work as is practicable.

3. **Maintenance of Easements.** The Summit at Ski Lake Owners Association ("Association") shall be responsible for the maintenance of the Easements and related facilities, in perpetuity. In addition, however, without creating any obligation upon Weber County, Weber County shall also have the same rights as the Association to exercise any and all rights granted herein to the Association in order to, in its sole discretion, protect or preserve Lots, and any improvements thereon.

4. **Exclusive Use of the Easements.** Exclusive use of the Easements is expressly not granted, and the right to use the Easements is expressly reserved by the owners of the

respective Lots upon which the Easements are located, so long as any such use does not unreasonably interfere with the nonexclusive right and easement for the uses described herein and granted to Grantee, and so long as Grantee's rights to the use and enjoyment of the Easement shall not be adversely affected thereby.

5. **Limited Uses.** The use by the holders of the dominant tenements of the Easements granted herein shall be limited to the uses as are described herein (the "Limited Uses"), which Limited Uses shall be made in such a manner as to least interfere with the use of the servant tenements by the owners thereof.

6. **Binding Effect.** Grantor further acknowledges, confirms and agrees that this Grant of Easements shall inure to the benefit of Grantee, and shall be binding upon Grantor, its successors, heirs and assigns, and shall be deemed and constitute covenants running with the land upon which the Easements are located. To these ends, Grantor further acknowledges and agrees that the Easements granted herein are not subject to prior liens, restrictions or encumbrances, except general property taxes and assessments not yet due and payable. In the event that any liens or encumbrances shall hereafter accrue against the Easements, the lien or indebtedness evidenced by any such liens shall be subordinate to the Easements granted herein.

7. **Waiver.** The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

8. **Miscellaneous.** The provisions of this Easement Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Easement Agreement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against any party.

9. **Governing Law.** This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Utah. This Easement Agreement shall be recorded in the records of the County Recorder of Weber County, Utah.

10. **Third-Party Beneficiaries.** Nothing in this Easement Agreement is intended to create an enforceable right, claim or cause of action by any third party against any party to this Easement Agreement.

11. **Modifications.** This Easement Agreement may not be modified except with the consent of Grantor and Grantee, and then only by written instrument duly executed and acknowledged and recorded in the official real estate records of the County Recorder of Weber County, Utah.

GRANTOR:

VALLEY ENTERPRISE INVESTMENT COMPANY, LLC

By: *Ray Board*  
Its: Manager/ Authorized Agent

STATE OF UTAH )  
 ) : ss  
COUNTY OF WEBER )

On the 26 day of 4 2012, *Ray Board* Melven E. Smith personally appeared before me duly sworn, did say that he is the Manager / Authorized Agent of Valley Enterprise Investment Company, LLC, the entity which executed the foregoing instrument, and that said instrument was signed in behalf of said entity by authority of its members and that the said entity executed the same.

*Angela Martin*  
Notary Public  
Residing at:



GRANTEE:

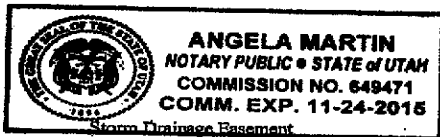
VALLEY ENTERPRISE INVESTMENT COMPANY, LLC

By: *Ray Board*  
Its: Manager/ Authorized Agent

STATE OF UTAH )  
 ) : ss  
COUNTY OF WEBER )

On the 30 day of April 2012, *Ray Board* Melven E. Smith personally appeared before me duly sworn, did say that he is the Manager / Authorized Agent of Valley Enterprise Investment Company, LLC, the entity which executed the foregoing instrument, and that said instrument was signed in behalf of said entity by authority of its members and that the said entity executed the same.

*Angela Martin*  
Notary Public  
Residing at:



THE SUMMIT AT SKI LAKE OWNERS  
ASSOCIATION

By: Ray E. Smith  
Melven E. Smith Ray E. Smith  
Its: Authorized Agent

STATE OF UTAH            )  
                                  ): ss  
COUNTY OF WEBER        )

On the 30 day of April 2012, Ray E. Smith personally appeared before me duly sworn, did say that he is the authorized agent of The Summit at Ski Lake Owners Association, the entity which executed the foregoing instrument, and that said instrument was signed in behalf of said entity by authority of its board of directors and that the said entity executed the same.



Angela Martin  
Notary Public  
Residing at:

**EXHIBIT "A"**

**Proposed Phase 11 of the Summit at Ski Lake**

*W*  
20-136-0001 to 0003

A part of the Northeast Quarter of Section 24, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point which is 71.21 feet North 0°26'54" East along the Quarter section line and 345.47 feet South 89°33'06" East from the Center of Section 24; and running thence North 2°29'07" East 405.04 feet along said East boundary line of the Summit at Ski Lake No. 4; thence seven (7) courses along the Southerly line of the Summit at Ski Lake No. 9, a subdivision located in Weber County, Utah as follows: South 66°19'11" East 68.41 feet; North 23°40'49" East 60.00 feet to a point of curvature; Northerly along the arc of a 15.00 foot radius curve the right a distance of 30.05 feet (Central Angle equals 114°46'45" and Long Chord bears North 8°55'48" West 25.27 feet) to a point of compound curvature; Northeasterly along the arc of a 70.00 foot radius curve to the right a distance of 29.67 feet (Central Angle equals 24°16'54" and Long Chord bears North 60°36'01" East 29.44 feet) to a point of tangency; North 72°44'28" East 222.81 feet to a point of curvature; Easterly along the arc of a 170.00 foot radius curve to the right a distance of 65.80 feet (Central Angle equals 22°10'35" and Long Chord bears North 83°49'45" East 65.39 feet) to a point of tangency and South 85°04'57" East 75.24 feet; thence South 21°54'28" West 216.25 feet; thence South 15°44'41" West 60.00 feet; thence North 74°19'15" West 60.95 feet; thence South 2°29'07" West 298.02 feet; thence North 89°45'09" West 310.23 feet to the point of beginning.

Contains 172,433 square feet  
or 3.959 acres

Part of Tax ID # 20-036-0040

**Proposed Phase 12 of the Summit at Ski Lake**

*DT* 20-036-0041

A part of the Northeast Quarter of Section 24, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point which is 342.98 feet North 89°45'09" East along the section line from the Center of said Section 24; and running thence North 2°29'07" East 70.06 feet to the Southwest corner of The Summit at Ski Lake No. 12, a subdivision in Weber County, Utah, thence along said subdivision the following five (5) courses: South 89°45'09" East 310.23 feet, North 2°29'07" East 298.02 feet, South 74°15'19" East 60.95 feet, North 15°44'41" East 60.00 feet, and North 21°54'28" East 216.25 feet to the Southerly right of way line of Via Monaco; thence South 85°04'57" East 115.19 feet; thence along the arc of a 144.52 foot radius curve to the left a distance of 159.42 (Central Angle equals 63°11'44" and Long Chord bears North 63°19'11" East 151.44 feet); thence South 51°53'52" East 292.11 feet; thence South 0°23'03" West 487.36 feet; thence North 89°45'09" 993.39 feet to the point of beginning.

Contains 398,695 square feet  
or 9.153 acres

Part of Tax ID # 20-036-0040

Proposed Phase 13 of the Summit at Ski Lake *PT 20-136-0041*

A part of the Northeast Quarter of Section 24, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at the center of said Section 24, which point is 2648.85 feet South  $0^{\circ}26'51''$  West of the North Quarter Corner of said Section 24; and running thence North  $89^{\circ}45'13''$  West 802.16 feet along the quarter section line to the Southeast corner of Lot 39 of The Summit at Ski Lake No. 10, a subdivision in Weber County, Utah; thence along the East boundary line of said Lot 39 North  $6^{\circ}29'09''$  West 294.71 feet to a point on the South line of Lot 26 of The Summit at Ski Lake No. 6, a subdivision in Weber County, Utah; thence along the South boundary lines of The Summit at Ski Lake phases 3, 4, 5, and 6 the following three (3) courses: North  $77^{\circ}03'07''$  East 268.12 feet, North  $64^{\circ}40'26''$  East 351.81 feet and South  $69^{\circ}23'59''$  East 652.94 feet to a point on the West boundary line of Lot 42 of The Summit at Ski Lake No. 11; thence South  $^{\circ}29'07''$  West 278.85 to the quarter section line of said Section 24; thence along said quarter section line North  $89^{\circ}45'09''$  West 342.95 feet to the point of beginning.

Less and exception that portion of land reserved for the Lake View Water Company more particularly described as follows:

Beginning at a point which is 82.41 feet North  $89^{\circ}45'13''$  West along the quarter section line and 61.10 feet North  $0^{\circ}14'47''$  East from the Center of said Section 24 and running thence South  $88^{\circ}23'38''$  West 223.59 feet; thence North  $1^{\circ}36'27''$  West 116.66 feet to a point on the southerly right of way line of Via Cortina Drive; thence along said southerly right of way line the following four (4) courses: Northeasterly along the arc of a 55.00 foot radius curve to the left a distance of 15.74 feet (Central Angle is  $16^{\circ}23'57''$  and Long Chord bears North  $50^{\circ}01'39''$  East 15.69 feet), Northeasterly along the arc of a 25.00 foot radius curve to the right a distance of 20.32 feet (Central Angle is  $46^{\circ}34'03''$  and Long Chord bears North  $65^{\circ}06'42''$  East 19.76 feet), North  $88^{\circ}23'43''$  East 54.02 feet and Southeasterly along the arc of a 300.00 foot radius curve to the right a distance of 144.67 feet (Central Angle is  $27^{\circ}37'45''$  and Long Chord bears South  $77^{\circ}47'25''$  East 143.27 feet); thence South  $1^{\circ}36'17''$  East 100.00 feet to the point of beginning.

Contains 426,039 sq. ft. or  
9.781 acres.

Part of Tax ID # 20-036-0040

**EXHIBIT "B"**

**10 foot wide Storm Drain Easement**

*PT 20-036-0041*

A 10.00 foot wide Storm Drain Easement being 5.00 feet each side of the following described centerline:

A part of the Northeast Quarter of Section 24, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Southerly Right of Way Line of Via Monoco Drive (Private Drive) in Weber County, Utah, which is 2041.25 feet South 0°26'54" West along the quarter Section line and 890.92 feet South 89°33'06" East from the North quarter corner of said Section 24; running thence South 73°24'06" East 99.52 feet to the Easterly line of said Lot 45, The Summit at Ski Lake No. 12 in Weber County, Utah.

Part of Tax ID # 20-036-0040

**Storm Drainage Pond Easement**

*PT 20-036-0041*

A part of the Northeast Quarter of Section 24, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Southerly right of way line of Via Monoco Drive (Private Drive), which is 2047.68 feet South 0°26'54" West along the quarter Section line and 988.18 feet South 89°33'06" East from the North quarter corner of said Section 24; running thence along said right of way line northeasterly along the arc of a 144.52 foot radius curve to the left a distance of 140.98 feet (central angle equals 55°53'39" and long chord bears North 59°40'08" East 135.46 feet) to the southerly boundary line of Under Par Properties; thence along said boundary line South 51°53'52" East 265.32 feet; thence North 83°02'33" West 332.88 feet; thence North 4°55'03" East 55.19 feet to the point of beginning

Contains 24,352 sq. ft. or  
0.559 acre.

Part of Tax ID # 20-036-0040