



W2672935

WHEN RECORDED, RETURN TO:

Summit Mountain Holding Group, L.L.C.
3632 N. Wolf Creek Drive
Eden, Utah 84310
Attention: M. Thomas Jolley

EH 2672935 PG 1 OF 10
ERNEST D ROWLEY, WEBER COUNTY RECORDER
27-JAN-14 1000 AM FEE \$0.00 DEP TOT
REC FOR: SUMMIT MOUNTAIN HOLDING

**EASEMENT AGREEMENT
FOR INFORMATION BOOTH**

This EASEMENT AGREEMENT ("Agreement") is made this 17th day of Jan 2014, by and between Weber County Corporation, a political subdivision of the State of Utah ("Grantor"), and Summit Mountain Holding Group, L.L.C., its successors and assigns ("Grantee").

RECITALS

A. Grantee dedicated to the Grantor the road known as "Summit Pass" by way of that certain Road Dedication Plat recorded on January 27, 2014 as Entry No. 2672934 in the official records of Weber County, Utah.

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

C. To allow construction, maintenance, and operation of an information booth within the right of way for Summit Pass ("Booth"), Grantee desires an easement over Grantor's Property. The location in which the Booth is or shall be constructed is more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Easement Property"). The Easement Property is also depicted visually on Exhibit "C" which is attached hereto and incorporated herein by this reference.

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

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

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee and the Benefited Parties (defined below) a perpetual exclusive easement (the "Easement") over, across, and through the Easement Property to construct, use, operate and maintain a Booth and other related facilities and improvements (the "Improvements"), including without limitation the right to pedestrian and vehicular ingress, egress and access over the Easement as may be reasonably necessary to construct, maintain and operate the Improvements. Grantee shall maintain, repair, replace and

23

relocate the Improvements within the Easement Property as it deems necessary in its reasonable business judgment. Grantor shall have no obligation to maintain the Improvements.

2. Construction, Maintenance, and Relocation. Grantee shall have the right, and the sole authority and responsibility, to construct and maintain any Improvements on or within the Easement Property. Grantee shall maintain any Improvements in good condition and repair at its sole expense. Notwithstanding the initial construction and location of any of the Improvements, Grantee may repair, reconstruct, and relocate the Improvements anywhere within the Easement Property. No construction, maintenance, repair, relocation or operation of the Improvements shall require the consent of Grantor, except as required by Weber County ordinances.

3. Easement Appurtenant to Grantee's Property. The Easement shall be appurtenant to and run with the land and constitute a portion of the Grantee's Property and each part thereof. The Easement shall be for the use and benefit of the following parties (the "Benefited Parties"): (a) Grantee and its transferees, successors and assigns; (b) all employees, contractors, subcontractors, agents, licensees, and invitees of Grantee, its transferees, successors and assigns; (c) all guests, licensees, and invitees of Grantee; (d) Summit Eden Resort, LLC, its employees, contractors, subcontractors, agents, licensees, and invitees; and (e) all owners and their guests, licensees and invitees of property within the development to be known as Summit Eden. In furtherance of the foregoing, Grantee has the right to convey, transfer, and assign the Easement, or grant sub-easements in gross to the Summit Eden Owners Association, Inc. or any other owners' association now existing or created in the future on any portion of Grantee's Property (an "Association"), or to Summit Eden Resort, LLC or any other operator of the Powder Mountain ski resort ("Operator").

4. Assignment. Grantee may assign its rights, duties and obligations hereunder to an Association or Operator upon written notice to the Grantor and recordation of an assignment from Grantee to such Association or Operator. In the event of assignment to an Association or Operator, Grantee shall be relieved of any and all duties and obligations hereunder.

5. Termination. This Agreement and the Easement granted herein shall terminate at such time as neither Grantee nor any of the Benefited Parties have used or operated the Booth or any of the Improvements for a continuous period of two (2) years. In the event of termination, Grantor may elect to either have ownership and use of the Booth and Improvements automatically transfer to Grantor or to have Grantee, at its sole expense, remove the Booth and Improvements.

6. 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 Grantee at the following addresses, or at such other address as a party may designate in writing:

Grantor: Weber County Corporation
2380 Washington Blvd.
Ogden, Utah 84401
Attn: Weber County Attorney

Grantee: Summit Mountain Holding Group, L.L.C.
3632 N. Wolf Creek Drive
Eden, Utah 84310
Attention: M. Thomas Jolley
Tom@summit.co

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.

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

8. 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.

9. General Provisions.

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

9.2 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.

9.3 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.

9.4 Partial Invalidity. 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.

9.5 Counsel. Both Grantor and Grantee have been represented by their own counsel in connection with the negotiation and preparation of this Agreement and, consequently,

both Grantor and Grantee 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.

9.6 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 Page.]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement for Information Booth as of the date first indicated above.

GRANTOR:

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

By: [Signature]
Name: Kerry W. Gibson
Its: Commission Chair

ATTEST:

By: [Signature]
Name: Fatima Fernelius
Its: Admin. Assistant

APPROVED AS TO FORM:

Weber County Attorney Date

GRANTEE:

SUMMIT MOUNTAIN HOLDING GROUP, L.L.C., a Utah limited liability company

By: Summit Revolution LLC
Its: Managing Member

By: [Signature]
Name: Elliott Bisnow
Its: Manager

By: [Signature]
Name: Gregory Vincent Mauro
Its: Manager

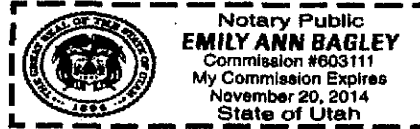
STATE OF _____)
: ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, the _____ of Weber County Corporation, a political subdivision of the State of Utah.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

STATE OF Utah)
: ss.
COUNTY OF Salt Lake)



The foregoing instrument was acknowledged before me this 17th day of Jan, 2014, by Elliott Bisnow, Manager of Summit Revolution LLC, the Managing Member of Summit Mountain Holding Group, L.L.C.

Emily A. Bagley

NOTARY PUBLIC
Residing at: Tooele County

My Commission Expires:
11-20-2014

STATE OF Utah)
: ss.
COUNTY OF Salt Lake)



The foregoing instrument was acknowledged before me this 17th day of Jan, 2014, by Gregory Vincent Mauro, Manager of Summit Revolution LLC, the Managing Member of Summit Mountain Holding Group, L.L.C.

Emily A. Bagley

NOTARY PUBLIC
Residing at: Tooele County

My Commission Expires:
11-20-2014

EXHIBIT "A"

Grantee's Property

Parcel 23-012-0030 *JAL*

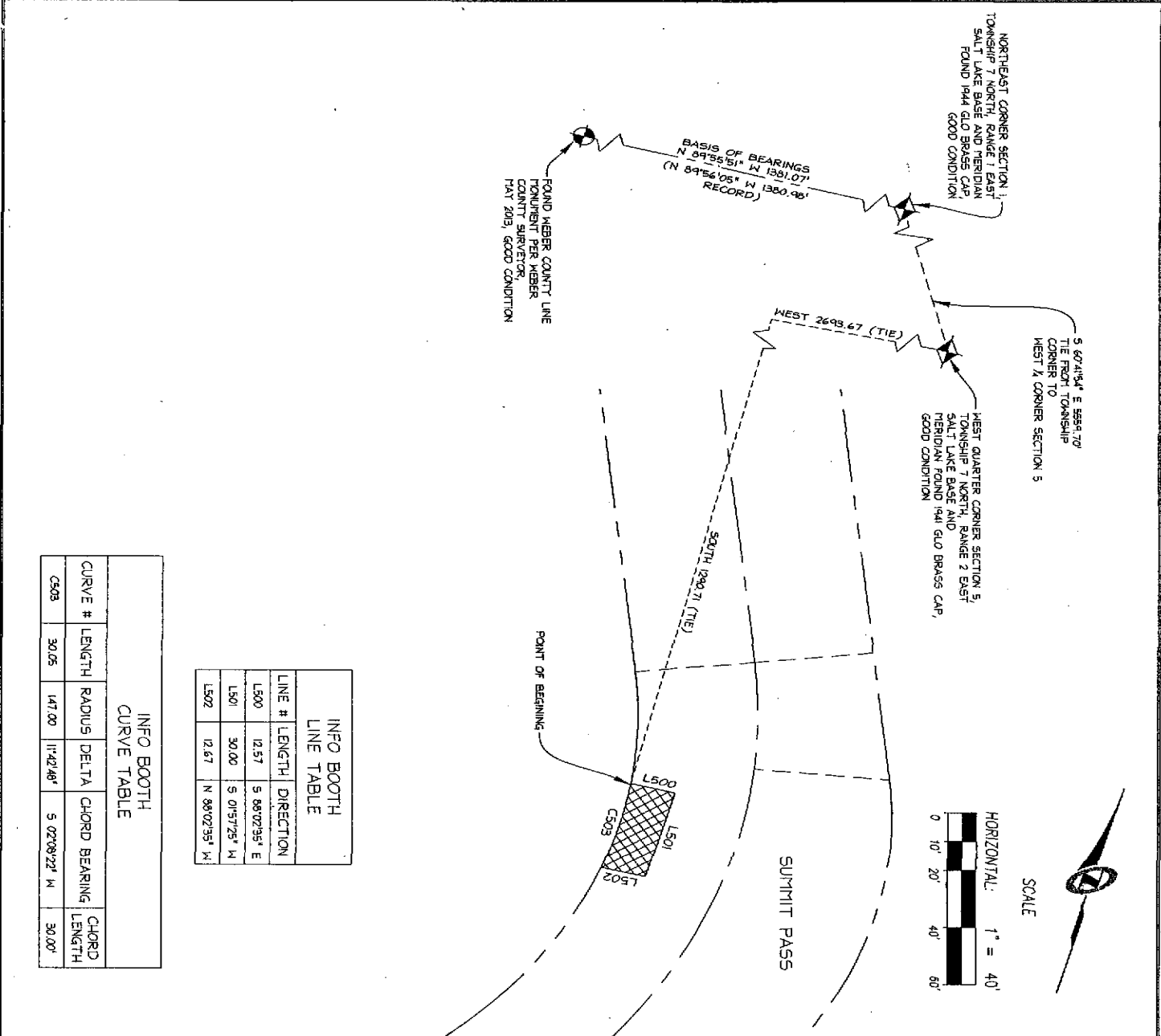
ALL OF LOTS 6 AND 7, AND THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. LYING SOUTH OF THE WEBER-CACHE COUNTY LINE (40-21). EXCEPT THAT PART DEEDED IN BOOK 1405-215 & 1405-217. ALSO EXCEPT PRIVATE ROAD (24-80,81,82).

EXHIBIT "B"**Easement Property**

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SUMMIT PASS, SAID POINT BEING WEST 2693.67 FEET AND SOUTH 1290.71 FEET FROM THE WEST QUARTER CORNER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS 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 WEBER COUNTY MONUMENT AT THE INTERSECTION OF THE WEBER/CACHE COUNTY LINE AND THE SECTION LINE, TIE FROM TOWNSHIP CORNER TO WEST QUARTER CORNER SECTION 5 IS SOUTH 60°41'54" EAST 5559.70 FEET); RUNNING THENCE SOUTH 88°02'35" EAST 12.57 FEET; THENCE SOUTH 1°57'25" WEST 30.00 FEET; THENCE NORTH 88°02'35" WEST 12.67 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SUMMIT PASS; THENCE ALONG SAID RIGHT OF WAY LINE THROUGH A 147.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 2°08'22" EAST 30.00 FEET) THROUGH A CENTRAL ANGLE OF 11°42'48", A DISTANCE OF 30.05 FEET TO THE POINT OF BEGINNING.

23-012-0122/

EXHIBIT "C"
Depiction of Easement Property
(attached)



INFO BOOTH LINE TABLE		
LINE #	LENGTH	DIRECTION
L500	12.57	S 88°02'35" E
L501	30.00	S 01°57'25" W
L502	12.67	N 88°02'35" W

INFO BOOTH CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C503	30.05	147.00	114°42'48"	S 02°08'22" W	30.00'



5217 SOUTH STATE STREET, SUITE 800
 801743.1300 TEL 801743.0300 FAX

MURRAY, UT 84107
 WWW.NIV5.COM

**INFORMATION BOOTH EASEMENT
 EXHIBIT "C"
 DEPICTION OF EASEMENT PROPERTY**

PREPARED FOR: SMHG L.L.C.

DATE SUBMITTED: 1/14/2014

SHEET NUMBER	1
OF	1 SHEETS
JOB NUMBER	SLB0793