



W2672936

WHEN RECORDED, RETURN TO:

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

EN 2672936 PG 1 OF 10
ERNEST D ROWLEY, WEBER COUNTY RECORDER
27-JAN-14 1002 AM FEE \$0.00 DEP TDT
REC FOR: SUMMIT MOUNTAIN HOLDING

**EASEMENT AGREEMENT
FOR SKI BRIDGE**

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., a Utah limited liability company, its successors and assigns ("Grantee").

RECITALS

A. Grantor is the owner of a public road located in Weber County, Utah, commonly known as "Summit Pass."

B. Grantee is the owner of certain real property on either side of 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 provide use of a bridge over Summit Pass ("Ski Bridge") for year round access between portions of Grantee's Property, Grantee desires an easement over a portion of Summit Pass. The location in which the Ski Bridge 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 the 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 non-exclusive easement over, across, and through the Easement Property for pedestrian and vehicular ingress, egress and access as may be reasonably necessary for trail construction, maintenance and grooming, and skiing, cycling, hiking, and other recreational activities (the "Easement"). As necessary for construction, maintenance, and grooming of any trails (the "Trails"), the Easement shall include use of and access to Summit Pass. Grantee shall maintain, repair, replace and relocate the Trails within the Easement

73

Property as it deems necessary in its reasonable business judgment. Grantor shall have no obligation to maintain the Trails.

2. Bridge Construction and Maintenance. Grantor shall construct the Ski Bridge within the Easement Property of sufficient size and quality to provide for the uses described in Section 1 above. Grantor shall coordinate the timing and design of all construction and maintenance of the Ski Bridge with Grantee so as not to unreasonably interfere with Grantee's use of the Easement Property. The Ski Bridge shall be a public improvement and maintained accordingly. Grantor is prohibited from tearing down or closing the Ski Bridge unless in the professional opinion of the Weber County Engineer after proper testing and review that the Ski Bridge has become a safety hazard. Grantor is further prohibited from otherwise interfering with Grantee's easement rights.

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. It is anticipated that the trails over the Ski Bridge will be part of the ski and trail facilities for the Powder Mountain ski resort ("Ski Resort"). Moreover, Grantee's Property may be subdivided into multiple, separately owned residential lots. Accordingly, the Easement shall be for the use and benefit of the following parties (the "Benefited Parties"): (a) Grantee and its transferees, successors and assigns, including all future owners of Grantee's Property and any homeowners association owning any portion of Grantee's Property; (b) all employees, contractors, subcontractors, agents, licensees, and invitees of Grantee, its transferees, successors and assigns; and (c) the owner and/or operator of the Ski Resort and its employees, contractors, subcontractors, agents, licensees, and invitees. In furtherance of the foregoing, Grantee has the right to convey, transfer, and assign the Easement, or grant sub-easements in gross to the owners association governing the owners of the residential lots within Grantee's Property, and the owner or operator of the Ski Resort for the purposes of allowing for the use of this Easement as part of the recreational facilities within the Ski Resort. In the event Grantee assigns all of its rights and obligations hereunder to the owners association governing the owners of the residential lots within Grantee's Property, Grantee shall be relieved of its duties and obligations hereunder.

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 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.

5. 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 the 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 the Easement Property, and shall inure to the benefit of Grantee and the Benefited Parties.

6. General Provisions.

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

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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, Grantor and Grantee have executed this Easement Agreement for Ski Bridge 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:

[Signature] 1/24/14
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

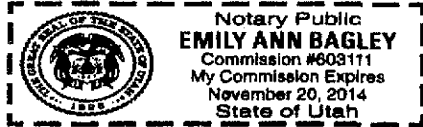
STATE OF _____)
: ss.
County of _____)

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)



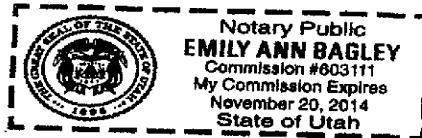
The foregoing instrument was acknowledged before me this 17th day of Jan, 2014, by Elliott Bisnow, Manager of Summit Revolution LLC, the Managing Member of Summit Mountain Holding Group, L.L.C.

Emily A. Bagley

NOTARY PUBLIC
Residing at: Twelve 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: Twelve County

My Commission Expires:
11-20-2014

EXHIBIT "A"

Grantee's Property

Parcel # 23-012-0054

✓ MD

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LYING SOUTHWESTERLY OF THE WEBER-CACHE COUNTY LINE (40-21). THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN, U.S. SURVEY. EXCEPT THAT PART DEEDED IN BOOK 1405-215. ALSO EXCEPT THAT PART DEEDED TO WEBER STATE COLLEGE (1592-1024). SUBJECT TO 50 FOOT RIGHT OF WAY 25 FEET EACH SIDE OF THE FOLLOWING CENTER LINE: BEGINNING AT A POINT OF THE NORTHERLY LINE OF THE ABOVE DESCRIBED PRIVATE ROAD, SAID POINT BEING NORTH 0°57'08" EAST ALONG THE SECTION LINE 1216.92 FEET AND WEST 2186.87 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE NORTH 87°33'51" EAST 254.12 FEET TO A POINT ON THE ARC OF A 900.00 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH 2°26'09" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°00' A DISTANCE OF 267.04 FEET; THENCE NORTH 70°33'51" EAST 185.00 FEET TO A POINT ON THE ARC OF A 700.00 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH 19°26'09" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°34'46" A DISTANCE OF 263.64 FEET; THENCE NORTH 21°51'21" EAST 317.07 FEET.

Parcel # 16-001-0009

THAT PART OF THE SOUTHWESTERLY QUARTER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, LYING SOUTHWESTERLY OF THE WEBER-CACHE COUNTY LINE (40-21), EXCEPTING THE FOLLOWING:

BEGINNING NORTH 0°57'08" EAST 1216.92 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE ALONG A CENTER LINE NORTH 87°33'51" EAST 254.12 FEET; THENCE NORTH 70°33'51" EAST 185.00 FEET; THENCE NORTH 21°51'21" EAST 317.07 FEET; THENCE NORTH 21°51'21" WEST 169.15 FEET TO THE WEST 800 FEET TO THE CENTER LINE (PART OF PARCEL # 23-012-0054).



TOWNSHIP 7 NORTH, EXCEPTING THE

9 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 45°0'59" WEST 800 FEET TO THE CENTER LINE (PART OF PARCEL # 23-012-0054).

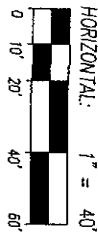
EXHIBIT "B"**Easement Property**

A 35 FOOT WIDE EASEMENT FOR THE PURPOSES OF RECREATIONAL USE ABOVE THE ROADWAY SURFACE AND SPANNING THE 66 FOOT WIDE RIGH-OF-WAY OF SUMMIT PASS AND DESCRIBED AS FOLLOWS:

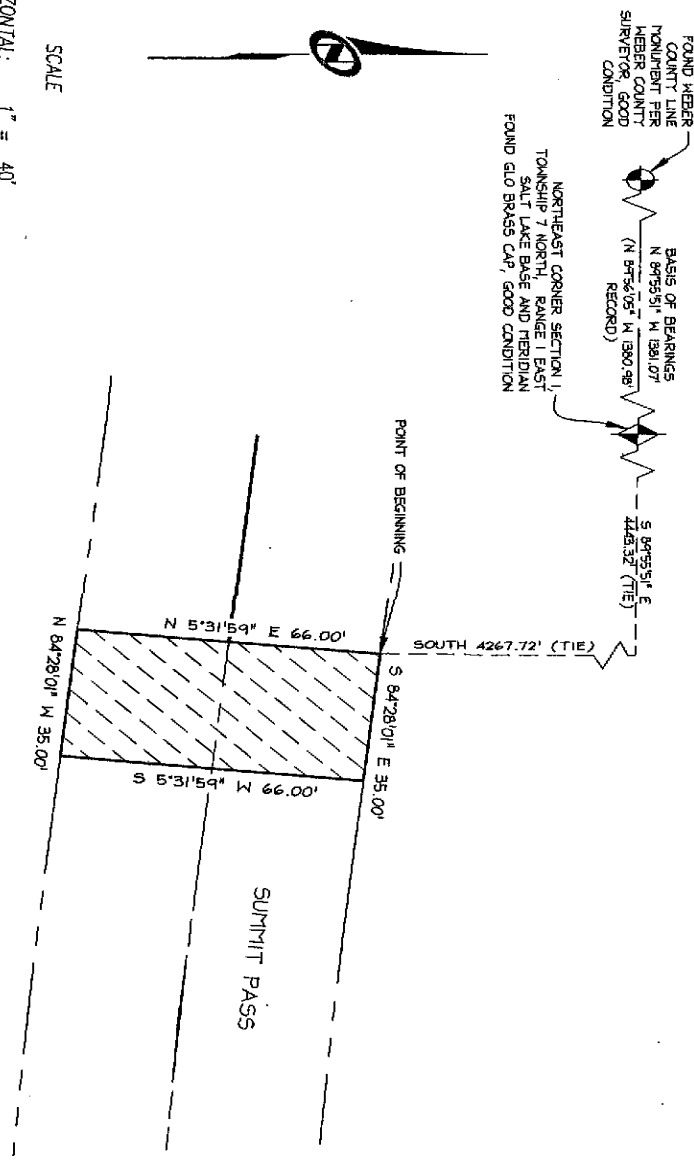
BEGINNING AT A POINT THAT IS SOUTH 89°55'51" EAST 4443.32 FEET AND SOUTH 4267.72 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARINGS IS NORTH 89°55'51" WEST ALONG THE LINE BETWEEN THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 7 NORTH, 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), AND RUNNING THENCE SOUTH 84°28'01" EAST 35.00 FEET THENCE SOUTH 5°31'59" WEST 66.00 FEET; THENCE NORTH 84°28'01" WEST 35.00 FEET; THENCE NORTH 5°31'59" EAST 66.00 FEET TO THE POINT OF BEGINNING.

23-012-0122

EXHIBIT "C"
Depiction of Easement Property
(2 attachments)



SCALE



5217 SOUTH STATE STREET, SUITE 300
 801.748.1300 TEL. 801.748.0500 FAX

MURRAY, UT 84107
 WWW.NV5.COM

**SKI BRIDGE EASMENT
 EXHIBIT "C"
 DEPICTION OF EASEMENT PROPERTY**

PREPARED FOR: SMHG L.L.C.

DATE SUBMITTED: 01/14/2014

SHEET NUMBER

1

OF 1 SHEETS

JOB NUMBER
 SLB0793

EXHIBIT "C" (SHEET 2) CROSS SECTION VIEW OF EASEMENT

