



W2672939

WHEN RECORDED, RETURN TO:

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

EH 2672939 PG 1 OF 10
ERNEST D ROWLEY, WEBER COUNTY RECORDER
27-JAN-14 1007 AM FEE \$4.00 DEP TOT
REC FOR: SUMMIT MOUNTAIN HOLDING

**EASEMENT AGREEMENT
FOR SKI LIFT**

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. 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 allow construction and maintenance of a ski lift over Summit Pass ("Ski Lift"), Grantee desires an easement over Grantor's Property. The location in which the Ski Lift 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 non-exclusive easement (the "Easement") over, across, and through the Easement Property for pedestrian and vehicular ingress, egress and access as may be reasonably necessary to construct, use, operate and maintain a ski lift and other related facilities and improvements (the "Improvements"), which improvements shall be located above the surface of Summit Pass.

2. Use of the Easement. It is anticipated that the Improvements constructed on the Easement Property will be part of the ski and trail facilities for the Powder Mountain ski resort

("Ski Resort"). Accordingly, it is expressly agreed that the Easement will be used in connection with the Ski Resort, including by skiers and equipment operators. It is understood and agreed that the Benefited Parties may use large vehicles and equipment to maintain the Improvements.

3. Construction, Maintenance, and Relocation. Grantee shall have the sole authority and responsibility to construct and maintain any Improvements placed by Grantee 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, or operation of the Improvements shall require the consent of Grantor, except as required by Weber County ordinances. Grantor shall have no obligation to maintain the Improvements.

4. Restrictions on Easement Property. No trees or other above-ground landscaping obstructions may be maintained so as to interfere with Grantee's operation of and access to the Improvements. Grantor authorizes Grantee, without obligation, to remove or cut any landscaping that interferes with Grantee's operation of and access to the Improvements.

5. 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; and (c) the owner and/or operator of the Ski Resort. In furtherance of the foregoing, Grantee has the right to convey, transfer, and assign the Easement, or grant sub-easements in gross to 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.

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

With a copy to: Thomas G. Bennett, Esq.
Ballard Spahr LLP
201 S. Main Street, Suite 800
Salt Lake City, UT 84111
Bennett@ballardspahr.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.

7. Covenants to Run with the Land. The Easement, rights and interests granted herein shall constitute covenants running with the land, and shall burden 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 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. Priority. This Agreement constitutes a lien against the Easement Property and all mortgages, trust deeds and other liens and encumbrances attaching to the Easement Property in the future shall be subordinate and junior in priority to, and shall not be deemed or interpreted to encumber the Easement or any of Grantee's rights or interests as set forth in this Agreement.

10. Costs, Expenses and Remedies Upon Breach. In the event of a breach in any of the covenants or agreements contained herein, the breaching party shall pay all costs and expenses, including reasonable attorneys' fees and experts' fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise. Grantor and Grantee acknowledge that in the event of any breach or default hereunder, it would be difficult to ascertain the exact money damages suffered by the non-defaulting party. Accordingly, and without limiting the remedies of either party, the parties agree that such non-breaching party is entitled to appropriate injunctive and other equitable remedies in the event of any such breach or default.

11. General Provisions.

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

11.2 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.

11.3 Duration and Amendment. This Agreement and the Easement shall be perpetual. Notwithstanding anything within this Agreement to the contrary, the parties may terminate this Agreement only by a written notice of termination executed by both Grantor and Grantee, and recorded in the Office of the Weber County Recorder. 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.

11.4 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.

11.5 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.

11.6 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]

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:
11-20-14

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:
11-20-14

EXHIBIT "A"

Grantee's Property

Parcel # 23-012-0054 *MP*

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 SOUTH HALF OF HALF OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, LYING IN CACHE COUNTY, LESS AND EXCEPTING THE FOLLOWING:

BEGINNING NORTH 0°57'08" EAST 1457.55 FEET AND WEST 391.09 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 21°51'21" WEST 127.94 FEET; THENCE ALONG A CURVE TO THE LEFT 546.3 FEET; THENCE NORTH 45°0'59" WEST 3194 FEET; THENCE NORTH 13°01'28" EAST 60.75 FEET; THENCE NORTH 27°33'36" WEST 169.15 FEET; THENCE NORTH 68°08'39" EAST 800 FEET TO BEGINNING. (PART OF PARCEL 16-001-0011 WEBER STATE COLLEGE).

EXHIBIT "B"**Easement Property**

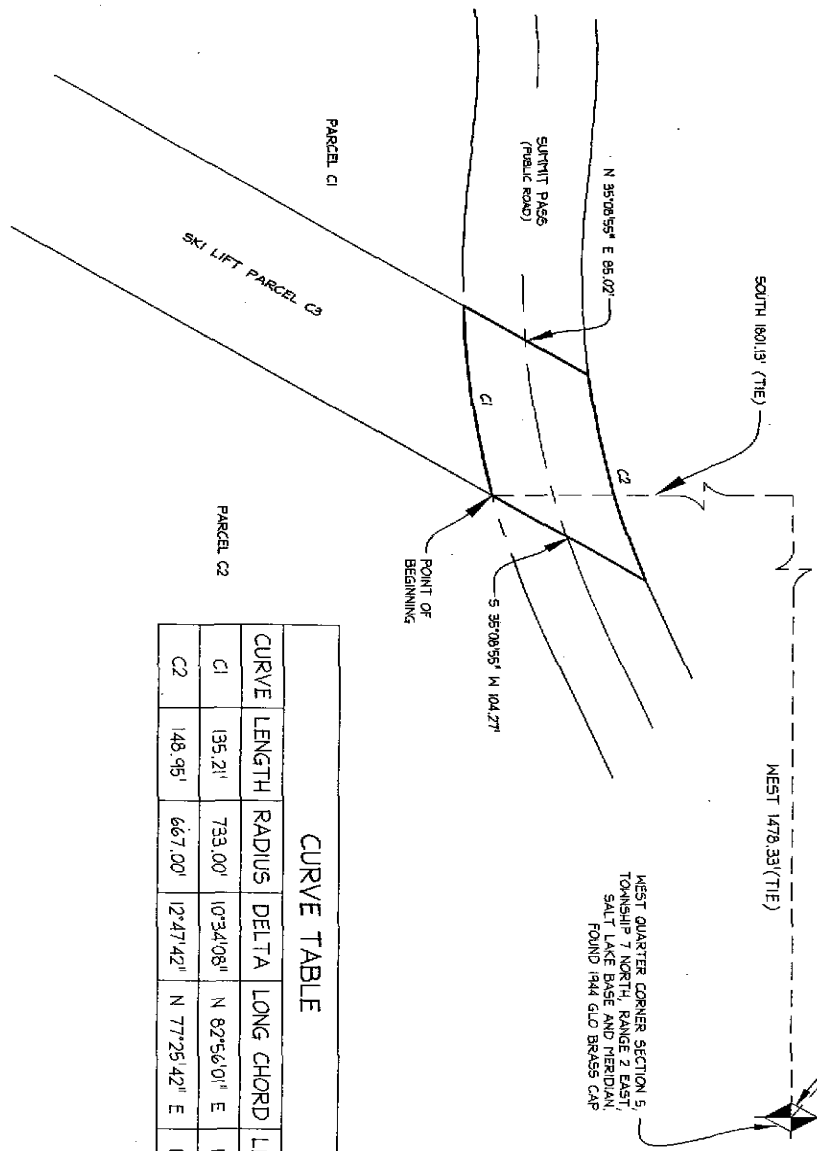
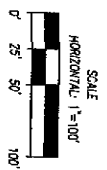
A SKI LIFT EASEMENT 100 FEET WIDE FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING AN OVERHEAD SKI LIFT AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SUMMIT PASS ROAD, A 66 FOOT WIDE PUBLIC ROADWAY, SAID POINT BEING WEST 1478.33 FEET AND SOUTH 1801.13 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) AND RUNNING, THENCE RUNNING WESTERLY ALONG 733.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 82°56'01" WEST 135.02' FEET) THROUGH A CENTRAL ANGLE OF 10°34'08.3", A DISTANCE OF 135.21 FEET ALONG SAID SOUTH LINE; THENCE NORTH 35°08'55" EAST 85.02 FEET TO THE NORTH LINE OF SAID SUMMIT PASS ROAD; THENCE EASTERLY ALONG A 667.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 77°25'42" EAST 148.64 FEET) THROUGH A CENTRAL ANGLE OF 12°47'42", A DISTANCE OF 148.95 FEET ALONG SAID NORTH LINE; THENCE SOUTH 35°08'55" WEST 104.27 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"
Depiction of Easement Property
(attached)

ALLEN
 TIME: 10:57:21 AM
 SERVER: NONE
 XREFS:

DATE: 1/14/14
 PAGE SETUP: -----
 PATH: N:\SLB0793\CADD\PHASE 1\SURVEY\EXHIBITS
 DRAWING NAME: ET13-SKI LIFT OVER SUMMIT PASS.DWG



FOUND MEER COUNTY LINE
 MONUMENT PER MEER COUNTY
 SURVEYOR, GOOD CONDITION

BASIS OF BEARINGS
 N 64°35'51" E 199.07'
 (N 89°56'05" E 196.98'
 RECORD)

NORTHEAST CORNER SECTION 1,
 TOWNSHIP 7 NORTH,
 RANGE 1 EAST
 SALT LAKE BASE AND MERIDIAN
 FOUND GLO BRASS CAP,
 GOOD CONDITION

5 62°41'54" E 559.70'
 THE FRONT TOWNSHIP CORNER TO
 WEST 1/4 CORNER SECTION 5

SOUTH 1801.19' (TIE)

WEST 1478.33' (TIE)

WEST QUARTER CORNER SECTION 5,
 TOWNSHIP 7 NORTH, RANGE 2 EAST,
 SALT LAKE BASE AND MERIDIAN,
 FOUND 1944 GLO BRASS CAP

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	LONG CHORD	LENGTH	LENGTH
C1	135.21'	733.00'	10°34'08"	N 82°56'01" E	135.02'	
C2	148.95'	667.00'	12°47'42"	N 77°25'42" E	148.64'	

SKI LIFT EASEMENT EXHIBIT "C" DEPICTION OF EASEMENT PROPERTY

PREPARED FOR: SMHG, LLC. DATE SUBMITTED: 1/14/2014

8217 SOUTH STATE STREET, SUITE 200
 801748.1800 TEL 801743.0800 FAX

MURRAY, UT 84107
 WWW.NV5.COM

SHEET NUMBER: 1

OF 1 SHEETS

JOB NUMBER: SLB0793