



W2672940

WHEN RECORDED, RETURN TO:

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

EH 2672940 PG 1 OF 12
ERNEST D ROWLEY, WEBER COUNTY RECORDER
27-JAN-14 1009 AM FEE \$35.00 DEP TDT
REC FOR: SUMMIT MOUNTAIN HOLDING

**EASEMENT AGREEMENT
FOR SKI ACCESS**

This EASEMENT AGREEMENT ("Agreement") is made this 17th day of January 2013, by and between Weber State University, a Utah institution of higher education ("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 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. Grantee is the owner of certain real property located in Weber County, Utah adjacent to Grantor's Property, as more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Grantee's Property").

C. To provide ski and maintenance access to Grantee's Property, Grantee desires an easement over a portion of Grantor's Property, as more particularly described on Exhibit "C" attached hereto and incorporated herein by this reference ("Easement Property"). The Easement Property is also depicted visually on Exhibit "D" which is attached hereto and incorporated herein by this reference. If there are any discrepancies between the legal description and visual depiction, the legal description shall control.

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 (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, groom, and maintain ski and other recreational trails and related facilities and improvements (the "Improvements"). No building structures may be constructed on the Easement Property without the prior written consent of Grantor.

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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. Grantee, in its reasonable discretion, shall permit Grantor to use certain portions of the Improvements, such as ski trails and bridges, subject to reasonable rules and restrictions as adopted by Grantee.

3. Maintenance. Grantee shall have the sole authority and responsibility to maintain any Improvements placed by Grantee within The Easement Property. Grantee shall maintain any Improvements in good condition and repair at its sole expense.

4. 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, and it is understood and agreed that 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. 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.

5. 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 State University
3848 Harrison.
Ogden, Utah 84403
Attn: _____

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.

6. 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 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.

7. 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.

8. General Provisions.

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

8.2 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.

8.3 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.

8.4 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.

8.5 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.


8.6 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 Access as of the date first indicated above.

GRANTOR:

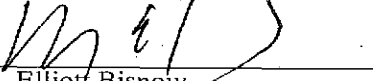
WEBER STATE UNIVERSITY, a Utah institution of higher education

By: 
Name: Norm Tarbox
Its: Vice President

GRANTEE:

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

By: Summit Revolution LLC
Its: Managing Member

By: 
Name: Elliott Bisnow
Its: Manager

By: 
Name: Gregory Vincent Mauro
Its: Manager

STATE OF Utah)
County of Weber) : ss.

The foregoing instrument was acknowledged before me this 9 day of January, 2013, by Norman Tankoy, the Vice President of Weber State University. 2014

Joanne C. Robinson
NOTARY PUBLIC
Residing at: Weber County, Utah

My Commission Expires:
6-22-2016



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

The foregoing instrument was acknowledged before me this 17th day of Jan, 2013, 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)
COUNTY OF Salt Lake) : ss.

The foregoing instrument was acknowledged before me this 17th day of Jan, 2013, 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"

Grantor's Property

23-012-0109 ✓

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LYING SOUTH OF WEBER-CACHE COUNTY LINE (40-21). BEGINNING AT A POINT THAT IS NORTH 0°57'08" EAST ALONG THE SECTION LINE 1457.55 FEET AND WEST 391.09 FEET FROM THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN: THENCE SOUTH 21°51'21" WEST 127.94 FEET TO A POINT ON THE ARC OF A 1049.43 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS SOUTH 16°46'08" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 29°49'34" A DISTANCE OF 546.30 FEET; THENCE NORTH 45°00'59" (45°00'59") WEST 33.94 FEET; THENCE NORTH 13°01'28" EAST 60.75 FEET; THENCE NORTH 27°33'36" WEST 169.15 FEET; THENCE NORTH 68°08'39" WEST 123.43 FEET; THENCE NORTH 21°51'21" EAST 129.28 FEET; THENCE SOUTH 68°08'39" EAST 800.00 FEET TO THE POINT OF BEGINNING. TOGETHER WITH A RIGHT OF WAY OVER EXISTING ROADS TO THE ABOVE DESCRIBED PROPERTY, ALSO, TOGETHER WITH A RIGHT OF WAY OVER THE PRIVATE ROAD AT POWDER MOUNTAIN SKI RESORT AS RECORDED IN BOOK 24, PAGES 80-82, WEBER COUNTY PLATS, ENTRY NO. 868457 AND 25.00 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE ABOVE DESCRIBED PRIVATE ROAD, SAID POINT BEING NORTH 00°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.

EXHIBIT "B"

Grantee's Property

PARCEL 23-012-0054
THAT PART OF THE FOLLOWING 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 BASE AND MERIDIAN, U.S. SURVEY.

EXCEPT THAT PART DEEDED IN BOOK 1405-215.

ALSO EXCEPT THAT PART DEEDED TO WEBER STATE COLLEGE (1592-1024).

EXHIBIT "C"

Easement Property

Parcel 1:

23-012-0109 $\frac{1}{2}$

Beginning at a point that is thence West 549.45 feet and South 1,407.29 feet; from the East Quarter Corner of Section 6, Township 7 North, Range 2 East, Salt Lake Base and Meridian; Running thence southeasterly along a 215.00 foot radius non-tangent curve to the right, (chord bears South 27°09'07" East a distance of 59.56 feet), through a central angle of 15°55'22", a distance of 59.75 feet; thence South 19°11'26" East 19.68 feet; thence southeasterly along a 65.00 foot radius curve to the left, (chord bears South 52°59'55" East a distance of 72.33 feet), through a central angle of 67°36'58", a distance of 76.71 feet; thence South 86°48'24" East 11.89 feet; thence South 22°03'10" West 31.70 feet; thence North 86°48'24" West 1.64 feet; thence northwesterly along a 95.00 foot radius curve to the right, (chord bears North 52°59'55" West a distance of 105.72 feet), through a central angle of 67°36'58", a distance of 112.11 feet; thence North 19°11'26" West 19.68 feet; thence northwesterly along a 185.00 foot radius curve to the left, (chord bears North 37°20'51" West a distance of 115.30 feet), through a central angle of 36°18'50", a distance of 117.25 feet; thence South 67°56'45" East 76.71 feet to the point of beginning.

Together With

Parcel 2:

23-012-0109 $\frac{1}{2}$

Beginning at a point that is thence West 1,161.89 feet; thence South 1,159.17 feet; from the East Quarter Corner of Section 6, Township 7 North, Range 2 East, Salt Lake Base and Meridian Running thence South 67°56'45" East 118.49 feet; thence South 39°24'37" West 135.45 feet; thence North 67°56'45" West 78.08 feet; thence North 22°03'15" East 129.28 feet to the point of beginning.

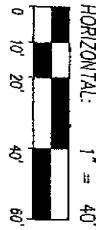
EXHIBIT "D"
Depiction of Easement Property
(attached)

DOCKTER
 TIME: 2:59:07 PM
 SERVER: NONE
 XREFS:

DATE: 11/27/13
 PAGE SETUP: -----

PATH: Z:\SLB0793\CADD\PHASE 1\SURVEY\EXHIBITS
 DRAWING NAME: ET06-WEBER STATE SKI EASEMENTS.DWG

SCALE



SKI EASEMENT WEBER STATE UNIVERSITY

LOCATED IN THE SOUTH HALF OF SECTION 5,
 AND THE NORTH HALF OF SECTION 8,
 TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN

EASEMENT DESCRIPTION

BEGINNING AT A POINT THAT IS THENCE WEST 549.45 FEET AND SOUTH 1,407.29 FEET FROM THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE SOUTHEASTERLY ALONG A 215.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 27°01'07" EAST A DISTANCE OF 54.56 FEET), THROUGH A CENTRAL ANGLE OF 15°55'22", A DISTANCE OF 59.75 FEET; THENCE SOUTH 19°12'26" EAST 19.68 FEET; THENCE SOUTHEASTERLY ALONG A 65.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 52°59'55" EAST A DISTANCE OF 72.33 FEET), THROUGH A CENTRAL ANGLE OF 67°36'59", A DISTANCE OF 76.71 FEET; THENCE SOUTH 86°48'24" EAST 11.89 FEET; THENCE SOUTH 22°09'10" WEST 31.70 FEET; THENCE NORTH 86°48'24" WEST 1.64 FEET; THENCE NORTHEASTERLY ALONG A 95.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 52°59'55" WEST A DISTANCE OF 105.72 FEET), THROUGH A CENTRAL ANGLE OF 67°36'59", A DISTANCE OF 121.11 FEET; THENCE NORTH 19°12'26" WEST 19.68 FEET; THENCE NORTHEASTERLY ALONG A 185.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 37°20'51" WEST A DISTANCE OF 115.30 FEET), THROUGH A CENTRAL ANGLE OF 36°18'50", A DISTANCE OF 117.25 FEET; THENCE SOUTH 67°56'45" EAST 76.71 FEET TO THE POINT OF BEGINNING.

PARCEL LINE

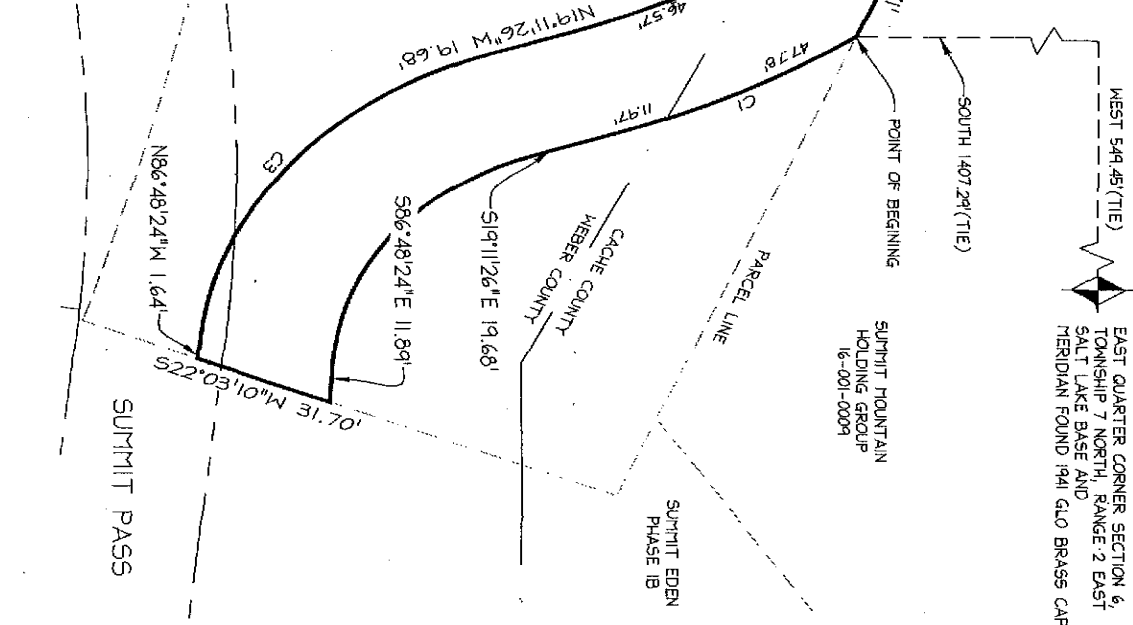
WEBER STATE UNIVERSITY
 23-02-0054

CAQUE COUNTY
 WEBER COUNTY

SUMMIT EDEN
 PHASE 1B

SUMMIT MOUNTAIN
 HOLDING GROUP
 16-001-0009

SUMMIT PASS



5217 SOUTH STATE STREET, SUITE 300
 801743.1500 TEL 801743.0900 FAX

MURRAY, UT 84107
 WWW.NV5.COM

WEBER STATE UNIVERSITY
SKI EASEMENT
EXHIBIT MAP

PREPARED FOR: SMHG PHASE 1

DATE SUBMITTED: 11/25/2013

SHEET NUMBER
1

OF 1 SHEETS

JOB NUMBER
SLB0793

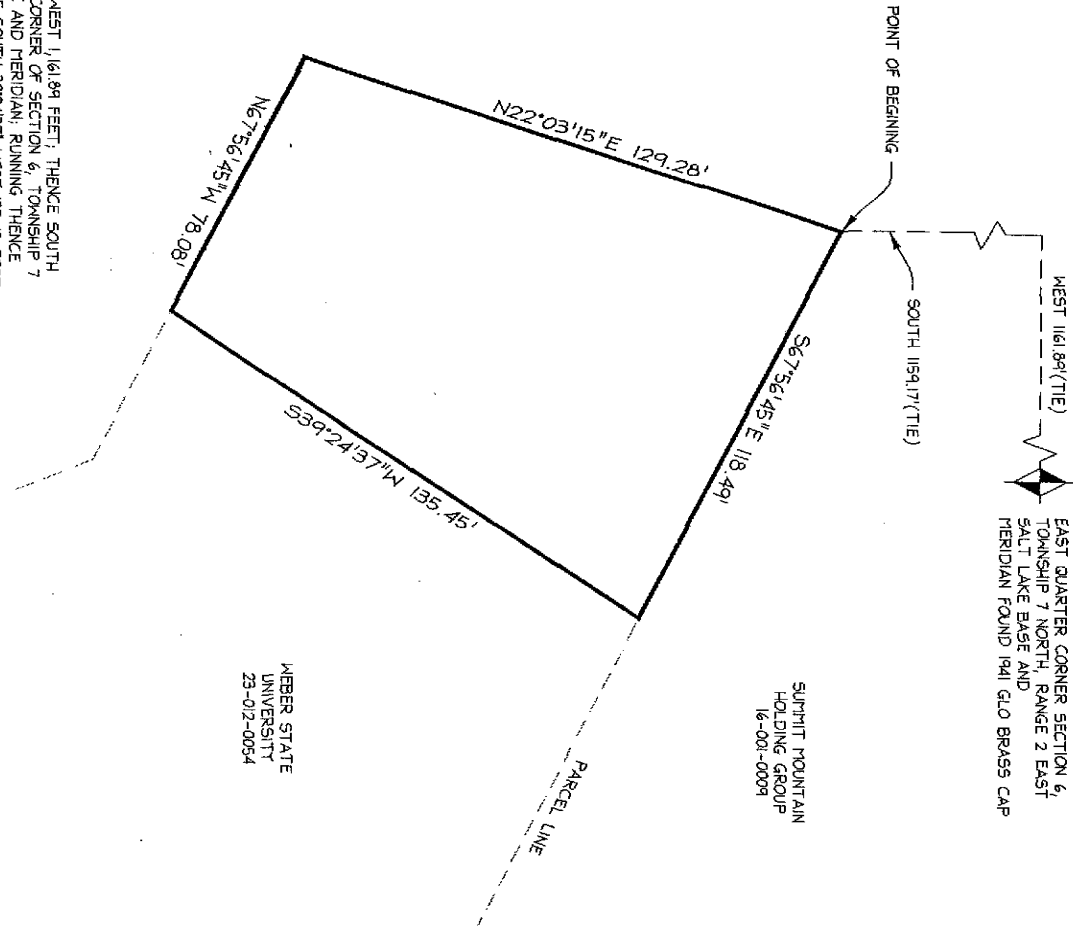
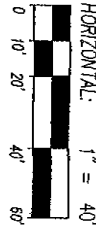
SKI LIFT EASEMENT WEBER STATE UNIVERSITY

LOCATED IN THE SOUTH HALF OF SECTION 5,
 AND THE NORTH HALF OF SECTION 6,
 TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN

WEST 116.189'(T/E)
 EAST QUARTER CORNER SECTION 6,
 TOWNSHIP 7 NORTH, RANGE 2 EAST
 SALT LAKE BASE AND
 MERIDIAN FOUND 1941 GLO BRASS CAP



SCALE



**EASEMENT
 DESCRIPTION**

BEGINNING AT A POINT THAT IS THENCE WEST 116.189 FEET; THENCE SOUTH 118.491 FEET; FROM THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 67°56'45" EAST 118.49 FEET; THENCE SOUTH 39°24'37" WEST 135.45 FEET; THENCE NORTH 67°56'45" WEST 78.08 FEET; THENCE NORTH 22°03'15" EAST 129.28 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS NORTH 99°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 SET WEBER COUNTY MONUMENT ON THE INTERSECTION OF THE WEBER/CACHE COUNTY LINE AND THE SECTION LINE.

	WEBER STATE UNIVERSITY SKI LIFT EASEMENT EXHIBIT MAP	SHEET NUMBER 1
	PREPARED FOR: SMHG PHASE 1	DATE SUBMITTED: 11/25/2013

6217 SOUTH STATE STREET, SUITE 300
 801743.1500 TEL 801743.0800 FAX

MURRAY, UT 84107
 WWW.NIVE.COM