

EH 2705343 PG 1 OF 5
ERNEST D ROWLEY, WEBER COUNTY RECORDER
03-OCT-14 131 PM FEE \$1.00 DEP TDT
REC FOR: WEBER COUNTY ROADS

WHEN RECORDED, RETURN TO:

Summit Mountain Holding Group, L.L.C.
3632 N. Wolf Creek Drive
Eden, Utah 84310
Attention: Paul Strange



W2705343

C 2014-205 9-30

**EASEMENT AGREEMENT
FOR UTILITY LINES**

This EASEMENT AGREEMENT ("Agreement") is made this 30 day of Sept. 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 current and future subsidiaries and its successors and assigns (collectively, "Grantee").

RECITALS

A. Grantor is the owner of public roads located in Weber County, Utah, commonly known as "Summit Pass" and "Spring Park" (together, the "Roads") in that certain development known as Summit Powder Mountain (the "Project").

B. Grantee is the master developer of the Project which is adjacent to the Roads, located in Weber County, Utah, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

C. To provide natural gas and fiber optics for the Project, Grantee must install, operate, and maintain gas and fiber optic lines, including but not limited to underground Pipes and conduits, valves, structures and wires (the "Improvements") to be located within the Roads and the adjacent public right-of-ways.

D. Grantor has the authority to regulate utilities within public ways and to grant utility easements for the use and operation thereof.

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

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 in, under, along, over, across, and through the Roads for pedestrian and vehicular ingress, egress and access as may be reasonably necessary for construction, maintenance, repair, operation, relocation and use of the Improvements, and for any other use related to the use and operation of such Improvements (the "Easement"). The

Easement shall be an easement in gross for the benefit of Grantee and shall constitute covenants running with the land or equitable servitudes, as the case may be.

2. Construction and Maintenance. Grantee shall have the sole authority and responsibility to construct the Improvements within the Roads to provide natural gas and fiber optics for the Project. Grantee shall coordinate the timing and design of all construction and maintenance of the Improvements with Grantor so as not to unreasonably interfere with use of the Roads. Grantee shall maintain the Improvements in good condition and repair at its sole expense. It is understood and agreed that the Benefited Parties may use large vehicles and equipment to construct and maintain the Improvements. Grantor is prohibited from removing the Improvements or from otherwise interfering with Grantee's easement rights. Grantee shall abide by all Weber County ordinances, including but not limited to, obtaining an excavation permit and Storm Water Construction Activity Permit from Weber County Engineering prior to any work being done in the county right-of-way.

3. Benefitted Parties. The Easement shall be for the use and benefit of the following parties (the "Benefited Parties"): (a) Grantee and its transferees, successors and assigns as well as all current and future subsidiaries; and (b) all employees, contractors, subcontractors, agents, licensees, and invitees of Grantee, its transferees, successors, assigns and subsidiaries. In furtherance of the foregoing, Grantee has the right to convey, transfer, and assign the Easement and this Agreement to a utility provider without the consent of Grantor. In the event Grantee assigns all of its rights and obligations hereunder to a utility provider, 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: Greg Mauro
Greg@summit.co

With a Copy to: Summit Mountain Holding Group, L.L.C.
3632 N. Wolf Creek Drive
Eden, Utah 84310
Attention: Paul Strange
Paul@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 Roads as the servient estate, and shall be binding upon Grantor, its successors, assigns and any person acquiring, leasing or otherwise owning an interest in the Roads, 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]

EXHIBIT "A"

Project

All of Summit Eden Phase 1A Subdivision recorded on January 27, 2014 as entry number 2672943 in the official records of Weber County, Utah;

Together with all of Summit Eden Phase 1B Subdivision recorded on January 27, 2014 as entry number 2672944 in the official records of Weber County, Utah;

Together with all of Summit Eden Phase 1C Subdivision recorded on January 27, 2014 as entry number 2672945 in the official records of Weber County, Utah;

Together with all of Summit Eden Phase 1D Subdivision recorded on January 27, 2014 as entry number 2672946 in the official records of Weber County, Utah.

23-128-0001 thru 0031 d.s.
23-129-0001 thru 0011
23-129-0013 d.s.
23-132-0001 thru 0007
23-130-0001 thru 0072 d.s.
23-131-0001 thru 0026