



\*W3163734\*

**When recorded return to:**  
Matthew E. Jensen  
Parr Brown Gee & Loveless  
101 South 200 East, Suite 700  
Salt Lake City, UT 84111

EH 3163734 PG 1 OF 344  
LEANN H KILTS, WEBER COUNTY RECORDER  
25-JUN-21 829 AM FEE \$0.00 DEP DC  
REC FOR: POWDER MTN. WATER & SEWER

**NOTICE OF  
MASTER ANNEXATION AND DEVELOPMENT AGREEMENT**

NOTICE IS HEREBY GIVEN of that certain Master Annexation and Development Agreement dated April 20, 2016 (the "Agreement"), by and among **Summit Mountain Holding Group, L.L.C.**, a Utah limited liability company, **SMHG LANDCO LLC**, a Delaware limited liability company, **SMHG PHASE 1 LLC**, a Delaware limited liability company (collectively "**Summit**"), and **Powder Mountain Water and Sewer Improvement District**, a body politic of the State of Utah (the "**District**"). A true and correct copy of the Agreement is attached to this Notice as Exhibit 1. The Agreement provides for the rights and obligations of Summit and the District with respect to development of that certain real property located in Weber and Cache Counties, Utah as more particularly described in Exhibit "A" to the Agreement (the "**Property**").

This Memorandum is executed for the purpose of affording notice of the existence of the Agreement and the terms, covenants and conditions thereof. Nothing herein shall limit, increase or in any manner affect any of the terms of the Agreement, or any rights, interests or obligations of the parties thereto. Capitalized terms used, but not defined, herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF this Notice is executed this 28 day of May 2021,

**Powder Mountain Water and Sewer  
Improvement District**

By: Carrie Zenger  
Carrie Zenger, District Clerk

STATE OF UTAH            )  
  ) ss.  
COUNTY OF                )

The foregoing instrument was acknowledged before me on May 28, 2021, by Carrie Zenger as Clerk of Powder Mountain Water and Sewer Improvement District.

Angela Martin  
Notary Public



**EXHIBIT 1**  
**MASTER ANNEXATION AND DEVELOPMENT AGREEMENT**

**WHEN RECORDED, RETURN TO:**  
 Summit Mountain Holding Group, L.L.C.  
 Attn: Jeff Werbelow  
 3923 N. Wolf Creek Drive  
 Eden, UT 84310

**MASTER ANNEXATION AND DEVELOPMENT AGREEMENT  
 SUMMIT POWDER MOUNTAIN DEVELOPMENT PROJECT**

**THIS MASTER ANNEXATION AND DEVELOPMENT AGREEMENT (“Agreement”)**, is made and entered into as of this 20 day of April, 2016 (the “*Effective Date*”), by and between **Summit Mountain Holding Group, L.L.C.**, a Utah limited liability company, **SMHG LANDCO LLC**, a Delaware limited liability company, **SMHG PHASE 1 LLC**, a Delaware limited liability company, the owners of the Property (Summit Mountain Holding Group, L.L.C., SMHG Phase 1 LLC, and SMHG LANDCO LLC being referred to herein collectively as “*Summit*”), and **Powder Mountain Water and Sewer Improvement District**, a body politic of the State of Utah (the “*District*”). Summit and the District are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

**RECITALS**

A. Summit is the owner of approximately 6,100 acres of land located in Weber County, Utah together with a small area in Cache County, Utah (the “*Property*”), which is to be developed pursuant to the terms of this Agreement, a portion of which is currently situated within and the balance of which is situated adjacent to the legal boundaries of the District. The Property is more particularly described in EXHIBIT “A” attached hereto and incorporated by reference herein.

B. Pursuant to the authority of Title 17B, Chapter 1, Part 4, Utah Code Ann., 1953, as amended (the “*Annexation Statute*”), Summit, in 2014, petitioned the District for annexation into the District of that portion of the Property which is currently situated outside the boundaries of the District (the “*Annexation*”). No action was taken on the petition, and a new petition (or petitions, pursued in phases in relation to each Development Phase, defined herein) may need to be submitted to effectuate the Annexation, to the extent allowed and achievable under the procedures of the Annexation Statute.

C. It is the purpose and intent of Summit to develop the Property as a large, mixed-use, master planned development project to be known as the “Powder Mountain Development Project” (the “*Project*”).

D. Summit is desirous of entering into this Agreement with the District, and the District is desirous of entering into this Agreement with Summit, as a binding contract between the Parties, for the purpose of setting forth the terms, conditions, procedures and time parameters pursuant to which municipal water and sanitary sewer service is to be provided by the District to Summit, and its successors in interest, in connection with the phased development of the Project on the Property.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

{00962012-1 }

## AGREEMENT

**1. INCORPORATION OF RECITALS.** The Recitals set forth above and all attached exhibits are hereby incorporated into and made a part of this Agreement as though fully set forth herein.

**2. ANNEXATION OF THE PROPERTY.** It is acknowledged and agreed that proceedings for the annexation of approximately 578 acres of property in the First Development Phase of the Project, as defined in Section 3, will be commenced as soon as possible subsequent to the execution of this Agreement. The remaining portions of the Property may be annexed, in phases, to the extent allowed and achievable under the procedures of the Annexation Statute, in connection with development of subsequent Project phases as determined by Summit, provided that all other conditions of this Agreement will also be met including, but not limited to, any condition requiring District approval and the conditions requiring Summit to provide sufficient water rights, water and sewer infrastructure, and mitigation to support said future Project phases. The Parties hereby acknowledge that the annexation of the Property will proceed in accordance with applicable law. The District agrees to act in good faith in processing each annexation petition pursuant to the requirements of the Annexation Statute then in effect at the time of each annexation.

### **3. PHASED DEVELOPMENT OF THE PROPERTY.**

**3.1 Development Phases; First Development Phase.** The Parties hereby acknowledge and agree that the Property is to be developed by Summit in phases over time (each portion of the Property to be developed, a "*Development Phase*"); and that the portion of the Property to be developed first, subject to the provisions of Section 3.2(a) herein, is currently planned to include no more than 154 equivalent residential units (each an "ERU"), consisting of commercial and residential structures and related amenities, including limited outdoor irrigation pursuant to the provisions of Section 3.2(b) (the "*First Development Phase*"), to be developed under the following plats as the same may now exist or be amended, some of which have been approved by Weber County (the "*County*") and recorded with the County Recorder:

Summit Eden Phase 1A (may be broken down into Phase 1A and Phase 1E)  
 Summit Eden Phase 1B  
 Summit Eden Phase 1C  
 Summit Eden Phase 1D  
 Summit Eden Ridge Nests -- PRUD  
 Summit Eden Village Nests Condominiums  
 Road Dedication Plat for Summit Pass and Spring Park

Other Development Phases have been planned as of the date hereof, and it is Summit's present intention to develop these other Development Phases and to pursue annexation, to the extent allowed and achievable under the procedures of the Annexation Statute, of the associated portion of the Property over the course of the Project's development, subject to Summit satisfying all other conditions of this Agreement including, but limited to, any condition requiring District approval and the conditions requiring Summit to provide sufficient water rights, water and sewer infrastructure, and mitigation to support said future Project phases. The Parties acknowledge that zoning and other changes may be required to accommodate the development of future Development Phases.



3.2. **ERUs; Outdoor Irrigation.** For purposes of this Agreement, a water system “ERU” means a typical residential dwelling or commercial unit or development that is approximately equal to a single-family residence in terms of the amount of culinary water that a year-round single-family residence is expected to use, and a sewer system “ERU” means a residential dwelling or commercial unit or development that is approximately equal to a single-family residence in terms of the amount and strength of sanitary sewage that such year-round single-family residence is expected to generate, all as determined by the District’s Engineer, in conformance with the following:

(a) What constitutes a water system ERU, and the number of water system ERUs inherent in any proposed use or development on any lot within a Development Phase for the Project shall be determined in accordance with then current, applicable administrative rules, regulations and tables of the Utah Division of Drinking Water (“*Drinking Water Regulations*”); it being understood and agreed-to by the Parties that said ERU requirements may be modified on a case-by-case basis, as expressly provided in the Drinking Water Regulations, based upon the submission of firm data to support the modification as approved by the Utah Division of Drinking Water (“*DDW*”). Any such modification request shall be made solely by the District either on its own initiative or at Summit’s request. If Summit makes the request, Summit will bear the cost of preparing and submitting the request. The Parties acknowledge that in determining the number of ERUs authorized in any Development Phase, the size of any dwelling unit and the period and nature of its use as year-round or seasonal, among other things, will be taken into consideration. The District agrees to act in good faith in determining the number of ERUs to be authorized in each Development Phase, in accordance with applicable DDW rules, regulations and approvals.

(b) To the extent a Development Phase contemplates outdoor irrigation use of water, the amount of water to be dedicated and the infrastructure capacity required to provide outdoor irrigation service shall be determined based upon the calculated total number of acres to be irrigated, including green roofs, in a Development Phase multiplied by the annual quantity of water per acre determined to be required for outdoor irrigation use on the Property, based upon the any and all rules and regulations that may apply, including requirements of the DDW. Outdoor irrigation use shall only be authorized by the District upon its determination that sufficient water rights and sufficient water source capacity have been made available to the District by Summit to facilitate such use, and in conformance with District rules and regulations. It is hereby acknowledged and agreed that indoor culinary use of water shall have priority over outdoor irrigation use of water, and that as required in times of shortage, the District shall have the right within the Project to curtail any previously approved outdoor irrigation use in favor of indoor culinary use in the same manner and on the same basis as other customers of the District are curtailed.

#### 4. DISTRICT’S COMMITMENT TO SERVE THE PROJECT.

4.1 **District Commitment to Serve the Project.** The Parties hereby acknowledge and agree that the District, by letter addressed to Russ Watts of Summit Development, dated May 3, 2013, a copy of which is attached hereto as **EXHIBIT “B”** (the “*Will Serve Letter*”), has confirmed its capability and willingness to provide municipal water and sanitary sewer service to the First Development Phase consisting of not more than “154 planned units” (which the Parties acknowledge as equating to 154 ERUs), subject to the requirements and terms set forth in the Will Serve Letter. Notwithstanding the foregoing, the number of ERUs to be authorized in the First Development Phase, and in any other Development Phase, may be modified as provided in Section 3.2 herein, as fairly and reasonably determined by the District in conformance with the provisions of Section 3.2 herein. The Parties hereby acknowledge and agree that this Agreement constitutes the Construction and Transfer of Water and Sewer

{00962012-1 }

Infrastructure Agreement referenced in Paragraph 2 of the Will Serve Letter, and that the District's capability of providing and obligation to provide said services are subject to the terms and provisions of this Agreement including, but not limited to, Summit's obligation to provide sufficient water rights, water and sewer infrastructure, and mitigation to support all Project phases. Notwithstanding the foregoing, for the First Development Phase, Summit is required to provide water rights, water and sewer infrastructure sufficient to connect to the existing system and the mitigation required for the water rights for Cache County (whether the spilling of water or acquisition of mitigation water), but not shares of WCIC (or other mitigation) to be used for Weber County mitigation. Summit will be required to pay the cost of acquiring WCIC Shares attributable to the First Development Phase, but such shares shall be acquired by the District. In addition, to the extent that WCIC Shares are not needed for mitigation for existing connections to the District water system, all other connections which the District is currently obligated to serve, and Summit's 154 ERUs under the First Development Phase, the District will make those Shares available to Summit for purposes of mitigation of water for future Development Phases. Summit will be required to pay the cost of acquiring said WCIC Shares. The attached "PMWSID Connections, GPM, and Mitigation Use Forecast" (EXHIBIT "C") sets forth the source, Water Rights and mitigation demand. Summit and the District further acknowledge and agree that, in the event of a conflict between the Will Serve Letter and the body of this Agreement, the body of this Agreement shall control. Upon completion of annexation into the District of the First Development Phase, the District will competently and professionally provide municipal water and sanitary sewer service to the First Development Phase, subject to and in conformance with the terms and provisions of this Agreement, all applicable current and future municipal water and sanitary sewer rules and regulations of the District, as duly and lawfully adopted, enacted or amended from time to time (the "*Rules and Regulations*"), and all other necessary and applicable federal, state and local laws, ordinances, rules, and regulations. Likewise, assuming that all conditions of this Agreement are met including, but not limited to, any condition requiring District approval and the conditions requiring Summit to provide sufficient water rights, water and sewer infrastructure, and mitigation to support said future Project phases, upon completion of annexation of any future Development Phase, the District will competently and professionally provide municipal water and sanitary sewer service to the future Development Phases, subject to and in conformance with the terms and provisions of this Agreement, the Rules and Regulations, and all other necessary and applicable federal, state and local laws, ordinances, rules, and regulations. At the appropriate time, separate Will Serve Letters (the "*Future Will Serve Letters*") may be issued for each future Development Phase and the District's obligation to serve each Development Phase shall be conditioned upon and subject, in addition to the terms of this Agreement, to all reasonable conditions, limitations and requirements set forth by the District in each applicable Will Serve Letter.

4.2 **Assignment of Rights and Interests.** The District hereby agrees that Summit may freely transfer its rights and interests under this Agreement to Summit's successors-in-interest in the ownership and development of the Project on the Property, expressly subject to the terms and conditions hereof.

4.3 **Compliance with District Rules and Regulations.** It is hereby acknowledged by the Parties that this Agreement shall not be construed as an attempt to bypass the District's Rules and Regulations, and the Parties agree that all relevant development and other requirements set forth in this Agreement and the Rules and Regulations shall apply and be enforced, and Summit shall develop the First Development Phase in conformance with the Will Serve Letter and all future Development Phases in conformance with applicable Future Will Serve Letters as express conditions precedent to the District providing municipal water and sanitary sewer service to each Development Phase.

**5. WATER RIGHTS.** As a condition to any agreement of the District to conduct annexation proceedings for any portion of the Property and provide municipal water service to the Project as provided in this Agreement, Summit shall be obligated to obtain, pay for and perfect its own water rights (including mitigation water, as necessary) and/or secure a water supply contract or contracts which are acceptable to the District as provided in Section 5.3 herein, sufficient in amount to enable the District, upon conveyance thereof to the District as provided herein, to provide municipal water service to the respective Development Phase of the Project, in conformance with and subject to the following:

**5.1. Water Rights Defined.** For the purpose of this Agreement, water rights may be defined to include water rights represented by water supply contracts with Weber Basin Water Conservancy District ("*Weber Basin*"), water rights acquired in Cache County, court decree, certificate, diligence claim, water user's claim, approved applications to appropriate, approved permanent change applications, and/or approved exchange applications (collectively, "*Water Rights*"), all as to be approved by the District pursuant to Section 5.3 of this Agreement, and which have been changed or exchanged and approved by the State Engineer for municipal use (which by definition and State Engineer policy broadly encompasses all water uses, including, without limitation outdoor irrigation uses), by the District within the District's service area from the District's points of diversion and water sources. It is acknowledged and agreed to by the Parties that as of the execution of this Agreement, Summit currently owns Water Rights represented by current water supply contracts with Weber Basin in the total amount of 1,400 acre-feet authorizing the use of water for municipal use ("*Weber Basin Water Supply Contracts*"), which amount Summit believes may be sufficient to satisfy the indoor culinary and outdoor irrigation water right requirements of the First Development Phase and all other future Development Phases now anticipated to be developed in connection with the Project under the current plan, in conformance with and subject to the requirements of this Section. However, in recognition of the high carrying cost of the Weber Basin Water Supply Contracts, Summit agrees to utilize its reasonable best efforts in identifying and obtaining appropriated and other non-contract water rights for dedication to the District in satisfaction of the District's water rights dedication requirements for phases subsequent to the First Development Phase, if approved by the District as provided herein. In the event Summit is able to acquire other non-contract water rights acceptable to the District, the District agrees to cooperate with and support Summit in obtaining a reduction in its existing contract amount with Weber Basin. The District agrees to accept Weber Basin Water Supply Contract water rights as water rights suitable for Dedication (as defined in Section 5.2) to the District pursuant to the provisions of this Agreement, subject to the District's right to review and approve any exchange applications required in connection with the use of water under Weber Basin Water Supply Contract rights for any future Development Phase

**5.2 Water Rights to be Dedicated by Phase.** Water Rights approved by the District under Section 5.3 shall be required to be dedicated (to "Dedicate" shall, for the purposes of this Agreement, meant to convey by transfer of title or by assignment of contract as provided in Section 5.4, as applicable) by Summit to the District in connection with each Development Phase of the Project, sufficient in amount to satisfy the actual indoor and outdoor irrigation water right demand (including mitigation, as necessary) for the Development Phase for which the particular Water Rights are Dedicated. The water right demand for the First Development Phase shall be calculated based on its 154 ERUs and the water right demand for each future Development Phase will be calculated based upon the number of ERUs and the irrigable acreage authorized by the relevant governmental body and approved by the District under the approved development plan and plat for each such Development Phase in accordance with and subject to the provisions of Section 3.2 herein pertaining to the calculation of ERUs. Summit shall have no obligation to Dedicate to the District, and the District shall have no obligation to accept, more water rights than are required for each such Development Phase as the same are planned and platted to be developed, unless

{00962012-1 }

otherwise agreed to in writing by the Parties. Agreement will not be unreasonably withheld by either Party. The Dedication of sufficient water rights approved by the District shall be made within a reasonable time subsequent to the recording of the final plat for each Development Phase, in an amount sufficient to satisfy the water right requirements (including mitigation, as necessary) of such Phase and subject to the Will Serve Letter in connection with the First Development Phase and Future Will Serve Letters for subsequent development phases.

### **5.3 Review and Approval of Proposed Water Rights.**

**5.3.1 Submission for Review.** Any Water Rights proposed to be Dedicated to the District other than water rights represented by Summit's Weber Basin Water Supply Contracts ("*Non-Weber Basin Rights*"), shall first, before Dedication and before such Water Rights are considered to be in satisfaction of Section 5, be submitted to the District for review and approval. Summit shall fully cooperate with the District in the review of any Non-Weber Basin Rights. The District's approval of Non-Weber Basin Rights shall not unreasonably be withheld, conditioned or delayed.

**5.3.2 Approval of Summit's Weber Basin Water Supply Contract Rights.** The District agrees that it shall approve and accept the Dedication by assignment by Summit of interests in its Weber Basin Water Supply Contracts, which, as described in Section 5.3.4(a), have been the subject of an approved Exchange Application in the amount of 400 acre-feet, and which are then valid and in good standing with Weber Basin, in at least partial satisfaction of the Water Rights Dedication requirement of Section 5 herein, expressly subject to the provisions of Subsections 5.3.3, 5.3.4 and Section 5.6 herein, and other applicable provisions of this Agreement.

### **5.3.3 General Requirements – Change/Exchange Applications; Mitigation.**

(a) **Change and/or Exchange Applications.** If a Water Rights change application, exchange application or other appropriate proceeding before the Division of Water Rights is required for the District to use any approved Water Rights in connection with each Development Phase of the Project, the said change or exchange application shall be filed jointly by Summit and the District to seek approval for municipal use within the service area of the District and from District points of diversion by the State Engineer prior and as a condition precedent to conveyance of the Water Rights by Summit to the District. Summit and the District shall mutually cooperate in the preparation, filing and prosecution of any Water Right change or exchange application to final, non-appealable approval by DWR. All costs and expenses incurred in the preparation, filing and prosecution of any Water Right change or exchange application shall be paid by Summit, including any required mitigation and reimbursement of all reasonable costs and expenses incurred by the District. Summit will not transfer Water Rights to the District and will not receive water service from the District unless and until all change applications and other required authorizations and approvals have been obtained and the change application approvals are non-appealable.

(b) **Priority Issues; Mitigation.** The Parties understand, acknowledge and agree that it may be necessary to resolve water right priority issues, possibly including mitigation or replacement water, respecting the Water Rights to be provided to the District by Summit (except as otherwise described herein), including issues arising in connection with exchange and change applications which are necessary to be filed as provided in this Agreement. Summit shall be liable and responsible for the full cost of resolving and mitigating, where necessary, such priority issues and any other Water Rights issues that arise, regardless of whether the said issues arise prior or subsequent to the execution of this

Agreement, and regardless of whether such mitigation and priority issues apply to the First Development Phase or future Development Phases. Should the mitigation, or any part thereof, be perpetual or long-term, Summit shall provide for the satisfaction of the same, as agreed-to by the Parties. At the District's request, Summit shall cause to be performed acceptable aquifer tests and/or other tests and inspections as a pre-condition to the District's approval of any proposed new well or other water source other than the Hidden Lake Well described and provided for in Subsection 6.1.2, the requirements for which are set forth in said subsection, to be conducted at a time and subject to such reasonable parameters and requirements as are acceptable to the District and to which other third-party developers within the District shall be bound in connection with the development of their respective properties. Furthermore, Summit shall defend, indemnify and hold the District free and harmless from and against any loss, cost, risk or liability relating to interference with any senior water right by the diversion and use of water under a Water Right and/or water source provided by Summit to the District. The requirements of this Subsection 5.3.3 shall survive the delivery of any deed or other document of conveyance of any Water Right and/or water source and shall also survive the termination of this Agreement. Summit's liability for mitigation, priority issues, other Water Right issues that arise and interference with any senior water right will sunset 20 years after dedication of the related Water Rights to the District.

#### 5.3.4 First Development Phase – Exchange Application; Mitigation.

(a) Filing and Approval of Exchange Application 35-12848 (E5382). On April 8, 2014, Summit filed with the Division of Water Rights Exchange Application 35-12848 (E5382) (the "*Exchange Application*"), based upon its Weber Basin Water Supply Contracts, seeking approval of an exchange whereby 400 acre-feet of water would be released by Weber Basin from Pineview Reservoir, and in exchange therefor 400 acre-feet of water would be diverted from 11 identified well and spring sites as described in the Exchange Application, to be used for year-round purposes within the service area of the District. The Exchange Application was approved by the State Engineer by Reissued Order of the State Engineer dated August 19, 2015 (the "*Exchange Order*"), which order is now non-appealable. The Exchange Application was approved subject to certain conditions as set forth in the Exchange Order, a copy of which is attached hereto as EXHIBIT "D." The Parties acknowledge that the mitigation conditions set forth in the Exchange Order must be satisfied as a condition to the use of water for Project purposes under the Weber Basin Water Supply Contracts, and that upon satisfaction of the mitigation conditions pursuant to the provisions of Subsection 5.3.4(b) below, these 400 acre-feet of water under the Weber Basin Water Supply Contracts shall be accepted by the District in satisfaction of its water right dedication requirements for the First Development Phase and future Development Phases, subject to Summit's obligations set forth in Section 5.1. Subject to the availability of sufficient water rights and water source capacity beyond that required for the Project, Summit shall have the right to amend any exchange application to provide for commercial use of water from the well and spring sites identified in any such exchange application or other sources of supply to be provided by Summit, at its expense, as approved by the Division of Water Rights in any such amended application.

(b) Priority Rights; Mitigation. By way of background, in addition to a number of standard conditions typically imposed by the State Engineer, the conditions identified in the Exchange Order as Numbers 6, 7, 9, and 11 (the "*Mitigation Conditions*"), in general terms, require Summit to replace water to both the Weber River and Bear River drainages to off-set impairment which the State Engineer determined may arise out of the diversions of water from its proposed sources during those periods when prior intervening water rights are not being satisfied from the natural surface water sources authorized for diversion by them under their prior water rights. These conditions generally require Summit to mitigate any potential interference with prior rights that may be caused by the diversion of

water from Summit's Hidden Lake Well (defined in Subsection 6.1.2(a) herein) to water users on the Weber River side of the drainage divide located between the well site on the mountain and Pineview Reservoir. Additionally, the State Engineer determined that approximately 30% of the water diverted from the Hidden Lake Well in the developed aquifer will come from the Bear River side of the drainage divide. In connection with these Mitigation Conditions, the Parties hereby agree that, without relinquishing or narrowing Summit's obligations concerning mitigation set forth in Section 5.3.3(b), the following mitigation plan currently being pursued by Summit shall, subject to successful completion of the same, constitute an acceptable plan in satisfaction of any Mitigation Conditions required to be satisfied in connection with the development of the First Development Phase and full or partial satisfaction of future Development Phases, as the case may be:

(1) With respect to mitigation to the Weber River side of the drainage divide, the Parties acknowledge and agree that, as more fully set forth in the Exchange Order, in satisfaction of the Mitigation Conditions imposed by the State Engineer, water is required to be provided only to mitigate the flows of Wolf Creek for the benefit of Wolf Creek Irrigation Company ("WCIC"), the prior right holder in that source. The Parties acknowledge and agree that Summit and certain affected water users have entered into a Settlement Agreement pertaining to the satisfaction of Mitigation Conditions imposed in the Exchange Order with respect to the Weber River side of the drainage divide, a copy of which is attached as EXHIBIT "E" hereto, which the Parties agree shall be recognized and enforced in connection with this Agreement.

(2) On the Bear River side of the drainage, it is acknowledged that it was the opinion of the State Engineer that perceived interference to prior rights will occur any time water is pumped from the Hidden Lake Well, necessitating a supply of replacement water to be replaced to that tributary drainage which will be available on call to be used by those water users that may be impacted by Summit's diversions. The Exchange Order references two possible options, including (i) the spilling or other releasing of water as pumped from the well across the drainage divide, and (ii) acquisition of the right to use water pertinent to the Cache Valley hydrologic system. To that end, Summit has obtained shares in Porcupine Reservoir Company, pursuant to which an agreement would be reached to hold water under the shares in storage for release on the call of the Bear River Commissioner to the Bear River system to off-set Summit's diversions from the Hidden Lake Well. Use of the water under such shares will require the filing and approval of an application with the State Engineer. The Parties acknowledge and agree that both options, which are currently being pursued by Summit are viable, but that there may be other mitigation options available other than those referenced in the Exchange Order.

(c) Good Faith Cooperation. The Parties shall, in good faith, fully cooperate with, support and assist each other in the satisfaction of said Mitigation Conditions in conformance with the and subject to the provisions of Subsection 5.3.3 herein.

#### **5.4 Conveyance of Water Rights Without Cost to District; Free From Encumbrances.**

Subject to the terms and provisions of this Agreement, Summit hereby agrees to obtain, authorize, and Dedicate the required Water Rights to the District, without cost to the District, and by appropriate instruments of conveyance in form and substance approved by the District, free and clear of all liens and encumbrances, except as may be expressly approved and accepted in writing by the District and, subject to the District's prior written approval of the Water Rights under Section 5.3, the District hereby agrees to accept the transfer, assignment and dedication of the required Water Rights as a condition to the District providing water service to each Development Phase as provided in this Agreement.

## 5.5 Entitlement to Water Service upon Dedication; Vesting; Accounting.

**5.5.1 Water Service Entitlement.** Upon annexation and the transfer of the required Water Rights to the District, and subject to and conditioned on the satisfaction of all other requirements of this Agreement including, but not limited to, Summit's obligation to install and convey to the District operational water and sewer infrastructure improvements as provided in Section 6 hereof, Summit shall be entitled to connect to the District's water system and receive water service from the District for the First Development Phase, consisting of 154 ERUs, and each subsequent Development Phase for that number of ERUs approved by the District that may be served based upon factors such as available storage and delivery capacity and the amount of Water Rights transferred by Summit in connection with the development of such Development Phase ("*Water Service Entitlement*"), subject to compliance with the terms and conditions of this Agreement, the applicable Will Serve Letter or Future Will Serve Letters, and any then applicable Rules and Regulations by which all developers of property within the District shall be bound. Water service shall be provided by the District to each Development Phase in the same manner and on the same basis as service is provided to other customers of the District. Notwithstanding the foregoing, or anything to the contrary in this Agreement or elsewhere, the District's service fee structure may take into consideration differing service costs which the District deems to be reasonably necessary to justify customers in one water service area being charged higher service fees than customers in another water service area where the costs of providing service are lower. Pumping costs, annual charges payable to Weber Basin and/or any other water wholesaler, and costs of mitigation are among the cost factors that may be taken into consideration by the District in setting service fee rates.

**5.5.2 Vesting of Water Rights Entitlement.** Water Rights Dedicated by Summit to the District, and the Water Service Entitlement established thereby, shall be held and accurately accounted for by the District. Water Rights dedicated by Summit in conformance with the requirements of this Agreement and any Water Rights made available as a result of a reduction in source demand or water right requirements by the DDW for any Development Phase shall be credited to the Development Phase of Summit for which said Water Rights were dedicated or to future Development Phases, and not credited to the water right need or dedication requirement of any other new or existing non-Summit development within the District. Summit and its successors-in-interest and permitted assigns shall be provided access to the District's records pertaining to Summit's Water Service Entitlement and excess Water Right accounting upon reasonable request. The Water Service Entitlement for each Development Phase and any excess Water Right shall be fully vested in Summit and its successors-in-interest and permitted assigns, subject to, conditioned upon and in conformance with the terms and conditions of this Agreement, including the terms of the Will Serve Letter in connection with the First Development Phase and Future Will Serve Letters in connection with subsequent Development Phases, as of the date of transfer of title to the District of the following: (i) Water Rights previously Dedicated or as approved by the District for each such Development Phase (including required mitigation, where applicable), (ii) water source(s) and water distribution facilities as necessary to deliver the water authorized to be diverted under the Water Rights, and (iii) water storage and distribution facilities sufficient for fire protection and other needs of each such Development Phase; all of which shall be subject to the District's prior written approval (which shall not be unreasonably withheld) and the satisfaction of all applicable requirements of this Agreement, the applicable Will Serve Letter and the Rules and Regulations. The District acknowledges that the District shall solely be responsible for any limitation, lapsing or other loss of Water Rights caused by or relating to any acts or events within the District's control which arise subsequent to transfer of the respective Water Rights to the District.

## 5.6 Responsibilities of the Parties.

5.6.1 District Responsibility for Dedicated Water Rights. Except as otherwise provided in this Agreement, upon Dedication to and acceptance by the District of the Weber Basin Water Supply Contract or other particular Water Rights, the District will assume, at its sole expense, responsibility incident to ownership of the subject Water Rights, including, without limitation, (i) maintaining the Water Rights as valid and in good standing with Weber Basin or other water wholesaler and the Division of Water Rights, including the responsibility to see that water under the Water Rights is thereafter beneficially used; (ii) maintaining of any water contracts accepted by and assigned to the District in good standing with Weber Basin or other regional water wholesaler providing water under the contract, including, except as provided otherwise in this Agreement, timely making payments due and owing for the water supply under the contract; (iii) preparing and filing of requests for extension of time and proof of beneficial use as appropriate; (iv) having all risk of loss of the Water Rights, including lapsing or other loss thereof by reason of the District failing to maintain the Water Rights, by abandonment, forfeiture for non-use or otherwise, excepting any such failure which is attributable in whole or in part to any period of time prior to the District taking title to the Water Rights and/or Summit's failure to make proportional payments as provided below; and the District assumes responsibility for the administration and delivery of municipal water to each Development Phase of the Project subject to and in accordance with the terms and provisions of this Agreement, the applicable present or Future Will Serve Letter, and the Rules and Regulations.

5.6.2 Weber Basin Water Supply Contract Payment Obligations. With respect to Water Rights to be conveyed by Summit to the District during the course of development of each Development Phase of the Project which are represented by assigned interests in Summit's Weber Basin Water Supply Contracts, the contract payments required to maintain the contractual right to use water as provided in the Water Supply Contracts (the "Carrying Charge"), shall be paid as follows:

(a) Upon Dedication to and acceptance by the District of that portion of the Water Supply Contract to be assigned to the District for a particular Development Phase calculated in conformance with the requirements of Section 5.2 herein, the District and Summit shall thereafter pay the Carrying Charges when due for the portion of the Water Rights assigned to the District as follows: Summit shall initially pay the entire Carrying Charge until such time as the District begins providing water service to individual customers within the subject Development Phase. Thereafter, a proportional portion of the Carrying Charge will be paid by the District until such time as approximately two-thirds of the planned density for the subject Development Phase has been connected to the District's water system, after which the District will be responsible for the full Carrying Charge applicable to the particular Development Phase. For purposes of illustration, with respect to the First Development Phase, the District will be responsible to pay one percent (1%) of the applicable Carrying Charge for each ERU connected to the District's water system, effective upon the connection and the subject homeowner becoming a District customer. At such time as 100 ERUs are receiving water service from the District within the First Development Phase, the District shall assume full responsibility for the Carrying Charge applicable to the First Development Phase. A similar formula shall apply to all future Development Phases.

(b) Summit shall be obligated to pay the Carrying Charge on all remaining portions of the Water Supply Contract which are retained by it and not assigned to the District pending acceptance by and dedication and assignment to the District, subject to (a) immediately above.



**6. WATER AND SEWER INFRASTRUCTURE IMPROVEMENTS.** All construction and installation of water and sewer utility infrastructure required by this Agreement shall meet or exceed American Public Works Association (“APWA”) or American Water Works Association (“AWWA”) standards and specifications as designated by the District’s Engineer, along with applicable requirements of the DDW and/or the Utah Division of Water Quality, including inspection and testing, and shall be subject to the District’s approval of the designs and specifications, and inspection and approval of the constructed and installed improvements, which approvals shall not unreasonably be withheld, conditioned or delayed. The District may, at any time, implement its own standards and specifications in place of any APWA or any AWWA standard or specification, so long as any such standards and specifications imposed by the District are reasonable and apply to any and all existing and new developments to be developed within the District. The Parties acknowledge that water and sewer utility infrastructure improvements necessary to service the First Development Phase and possibly other Development Phases will be constructed and installed by Weber County (the “County”) in connection with the culinary water and sewer improvements being financed with proceeds of the Weber County, Utah, Special Assessment Bonds (Summit Mountain Assessment Area), Series 2013 and that, in connection therewith, the County will construct and install a portion of the water and sewer infrastructure improvements within the Summit Mountain Assessment Area. Summit shall construct, install and pay for all required water and sewer improvements of every type and description that are not installed by the County as aforesaid. (The County and the Summit are sometimes referred to herein as the “Constructing Parties”). The Parties understand, acknowledge and agree that the District shall have no obligation to provide service to any Development Phase until all required infrastructure, regardless of whether the County or Summit is responsible to provide it, has been accepted by the District. Notwithstanding anything in this Agreement or elsewhere to the contrary, the plans and specifications for all current and future water infrastructure shall have received approval from the DDW prior to construction and an operating permit must be obtained by Summit (including any successor to Summit) prior to acceptance by the District. Further notwithstanding anything in this Agreement or elsewhere to the contrary, prior to acceptance of sanitary sewer infrastructure by the District, Summit shall first have received any required approval from the Utah Division of Water Quality. Except as otherwise specifically provided, this Section of the Agreement addresses and governs only that portion of the water and sewer infrastructure improvements to be constructed and installed by Summit and the dedication of the same to the District in conformance with the Rules and Regulations, it being understood and agreed that a separate contract pertaining to that portion of the water and sewer infrastructure improvements to be constructed and installed by the County, fully consistent with the terms of this Agreement (the “County Agreement”), shall be executed by and between the District and the County, and that this Agreement and the County Agreement, together, shall control with respect to the construction and installation of the water and sewer infrastructure improvements necessary to service the Project. Summit agrees that marketable fee simple title to the land and/or easements, as the case may be, upon and through which the infrastructure improvements constructed by Summit and/or the County are or will be located, shall be conveyed to the District as a condition to the District’s obligation to provide water and/or sewer service hereunder, in conformance with and subject to the following:

**6.1 Culinary Water Infrastructure Improvements.** Summit, in conjunction with the County, shall be required to construct and install all infrastructure improvements necessary to enable the District to provide municipal water service to the Project, at their expense, subject to Section 6.4 and in conformance with the District’s applicable Rules and Regulations and all other reasonable District standards and specifications, and marketable title thereto shall be conveyed to the District free and clear of all liens and encumbrances, except as may be expressly approved and accepted in writing by the District, subject to and in conformance with the following:

(00962012-1 )

### 6.1.1 Culinary Water Storage.

(a) In connection with the development of the First Development Phase, a 415,000 gallon, reinforced concrete water storage tank, circular in design, having a height of twenty feet and a diameter of 68 feet, has been constructed on the Property (the "*Initial Water Storage Tank*"), which is identified and referred to by the DDW as the "Hidden Lake 415K Gallon Tank", the plan and design of which was reviewed and approved by the District's consulting engineer, Reeve & Associates, and by the DDW. Copies of the approving letters of the District's Engineer and of the Utah Division of Drinking Water are attached as part of EXHIBIT "F" hereto. The Parties acknowledge and agree that any oversizing of the water storage infrastructure provided to the District by the Constructing Parties as described in this Agreement will be reserved for Summit in connection with its development of the Project or reimbursed by the District.

(b) The Parties hereby acknowledge and agree that the capacity of the Initial Water Storage Tank, upon acceptance by and dedication and conveyance of the same to the District, will be sufficient to satisfy all storage requirements for the First Development Phase, including fire demand flows, and that the remainder of its capacity shall be dedicated to and held in reserve for Summit in connection with its development of the Project, subject to and in conformance with the provisions of Section 6.11 herein.

(c) Such other water storage tanks and related facilities, in addition to the Initial Water Storage Tank, as shall be required to provide municipal water service to the Project shall be constructed and installed by Summit and/or the County, as the case may be, in conformance with the requirements of the Rules and Regulations, the Will Serve Letter and any applicable Future Will Serve Letters, and all applicable rules, regulations and requirements of the Utah Division of Drinking Water and other applicable local, state and federal laws, rules and regulations as shall be required during the course of development of each Development Phase of the Project, so as to enable the District to provide municipal water service to each Development Phase as it comes on line, as approved by the District, and that the capacity of any such additional water storage facilities constructed, installed and dedicated by Summit to the District shall be held in reserve for Summit in conformance with the provisions of Section 6.11 herein.

(d) Subject to the District's prior reasonable review and approval, and the satisfaction of all applicable DDW rules and requirements, Summit shall have the right to design and landscape the property upon which the Initial Water Storage Tank and any other water storage tank constructed to serve the Project is located, so as to be conducive aesthetically to the overall design and landscape of the Project; and Summit shall have the right to modify such landscaping from time-to-time as approved by the District, provided that Summit shall be and remain solely responsible for the maintenance and irrigation of any such landscaping, including all costs associated therewith, in perpetuity. The Parties agree that water storage tank placement, design and landscaping may be such as to allow surface use of any water storage tank site for skiing and other uses to the extent consistent with the operation and safety of the District's water system, including the subject water storage tank, provided that the District shall have no liability for or responsibility respecting such use and further provided that the District shall have the right reasonably to prohibit any use which, in the District's reasonable discretion, is viewed as having a potential to compromise the security, integrity, safety and/or usefulness of all or any portion of the District's water system, including the subject water storage tank. Summit shall provide to the District, insurance as reasonably requested by the District protecting the District against liability which may arise

{00962012-1 }

as a result of allowed activities and uses as stated in the immediately preceding sentence, for as long as such uses continue in the future. Additionally, Summit agrees to defend, indemnify and hold the District harmless from and against any and all claims, damages, demands, or liability whatsoever resulting from the allowed activities and uses described in this subsection. Any landscaping design and/or surface use of any water storage tank site that interferes in any way with the District's enjoyment and use of its property, including the storage tank site, shall be prohibited.

(e) Summit shall have the right, at its sole expense, to move the Initial Water Storage Tank to another location on the Property subject to the suitability of the relocation site for a water storage facility as determined by the District in relation to the design and operation of the water system serving the Project and the District's integrated water system, provided that (i) such construction shall satisfy all plans and specifications of the District and all other requirements of this Agreement, (ii) the relocation will not interfere with the District's ability to serve its customers, (iii) marketable fee simple title to the new tank site and easements in form acceptable to the District for all connecting pipelines and related facilities shall be conveyed to the District, and (iv) Summit shall properly and safely "decommission" the Water Storage Tank. In the event of a completed relocation and replacement of any water tank pursuant to the provisions hereof, upon Summit's written request, the District shall quitclaim fee title to the former Water Storage Tank site to Summit for the purchase price of One Dollar (\$1.00).

#### 6.1.2 Water Wells.

(a) In connection with the development of the Project, a 1,600 foot deep culinary water well has been constructed on the Property, drilled with a borehole 19 inches in diameter and a 14 inch production casing, having a safe yield approved by the DDW of 120.7 gpm (the "*Hidden Lake Well*"). The Parties hereby acknowledge and agree that the plan, design and final construction, drilling and equipping of the Hidden Lake Well has been reviewed, inspected and approved by the District's Engineer, and by the DDW, and it is acknowledged that the use of the Hidden Lake Well as a point of diversion under the Water Rights has been approved pursuant to the Exchange Order of the State Engineer. A copy of the DDW letter approving the equipping of the Hidden Lake Well is attached as part of EXHIBIT "F" hereto. The issuance of a DDW operating permit is required before the District will accept the Hidden Lake Well.

(b) The Parties acknowledge that all Water Rights to be held by the District must be approved for use anywhere within the District's service area and that the District's water supply developed from its various water sources, subject to all required approvals (which shall be obtained at Summit's sole risk and expense), may be mingled together and used anywhere within the District's service area. The Parties hereby acknowledge and agree that if the Hidden Lake Well produces, and continues to produce a safe yield of at least 120.7 gpm of potable water, and upon satisfaction of the water rights issues referenced in Section 5 then, upon acceptance by and dedication and conveyance to the District, the capacity of the Hidden Lake Well shall be dedicated and reserved solely for Summit in connection with its development of the Project, subject to and in conformance with the provisions of Section 6.11 herein. If the Hidden Lake Well does not continue to produce a safe yield of at least 120.7 gpm of potable water as discussed above, it may be necessary for Summit to provide an additional water source. Summit's obligation to provide an additional water source will sunset 20 years after dedication of the Hidden Lake Well to the District.

(c) Subject to approval by the District, the Constructing Parties, not the District, shall drill, construct, install and dedicate to the District such additional municipal water wells which satisfy the requirements of the Rules and Regulations, all applicable rules, regulations and requirements of the Utah Division of Water Rights and the Utah Division of Drinking Water, and other applicable local, state and federal laws, rules and regulations as required during the course of development of each Development Phase.

(d) As the future owner and operator of all wells and water sources within the District's water system, the District will, in conjunction with and at the sole expense of Summit, prepare and submit appropriate plans and receive approval from the state DDW and the Division of Water Rights before accepting any well or other water source into the District's system including, but not limited to, the Hidden Lake Well. Summit shall be responsible for obtaining and dedicating all permits, contracts and/or land-use easements needed for source protection, all in form and substance acceptable to the District, and assign such to the District, as provided in Section 6.3 hereof. Summit shall bear all costs associated with legally required source protection zones related to wells and other water sources provided by Summit pursuant to this Agreement, whether such costs are incurred by Summit, including its engineers and consultants, and/or such reasonable costs as shall be incurred by the District.

**6.1.3 Culinary Water System Improvements.** Subject to approval by the District, Summit, at its sole expense, shall be required to construct and install or cause to be constructed and installed that portion of the culinary water system improvements which, in conjunction with the portion to be constructed and installed by the County, shall be necessary to enable the District to provide culinary water service to each individual lot within each Development Phase approved by the District including, without limitation, all culinary water transmission lines as required to interconnect all water storage tanks and water wells, including those to be provided by Summit and/or the County, as the case may be, and storage tanks and water wells already owned by the District, water mains and transmission lines extending to the prescribed point of connection with the District's existing culinary water system, all culinary water main lines, all required fire hydrants, all individual service lines extending from the main lines to the water meter of each lot to be served, all water meters (which may be installed by the lot owner or the owner's building contractor, subject to inspection and approval by the District) and meter boxes, all necessary valves and valve boxes, all required pumps and pump stations, all required electrical service, all pressure regulation systems, all culinary water system manholes, and all other fittings, equipment and facilities necessary to enable the District to provide culinary water service to each individual lot to be served within each approved Development Phase. Notwithstanding the foregoing, however, with the District's consent, water meters may be installed when the owner of the lot applies for service. Onsite culinary water system improvements may be constructed and installed in phases as each Development Phase is developed and said improvements are required by the District to enable the District to provide water service to each such Phase, all in accordance with the requirements of this Agreement, the applicable Will Serve Letter or Future Will Serve Letter, and the Rules and Regulations. The initial culinary water system Improvements may be sized and constructed during the First Development Phase in contemplation of future development of the Project at Summit's sole cost, risk and expense. In the event the initial culinary water system Improvements are sized and constructed during any Development Phase in contemplation of future development of the Project, any excess capacity will be reserved for Summit or reimbursed by the District.

**6.1.4 Water System Obligations Run to the Project.** Neither Summit nor the County shall have any obligation to construct and install water infrastructure improvements beyond those required by the District to provide service to the Project, except as otherwise provided in this Agreement

{00962012-1 }

or as otherwise mutually agreed-to in writing by the Parties, and by the District and the County, as applicable.

**6.2 Sanitary Sewer Infrastructure Improvements.** With the exception of the First Development Phase for which the District has committed and agreed to provide service as set forth in Section 6.2.1 herein, Summit, in conjunction with the District and with the District's approval, shall determine how best to provide sanitary sewer service to the remainder of the Project, which may include using an alternative sewer service provider. Summit shall be required to construct and install infrastructure improvements, not including treatment facilities or conveyance from the intersection of Highway 158 and Summit Pass Road for the First Development Phase, necessary to enable the District to provide sanitary sewer service to the First Development Phase, and any other Development Phase for which sanitary sewer service is to be provided by the District, at Summit's sole expense, subject to and in conformance with the applicable rules and regulations and all other District standards and specifications, and marketable fee simple title to the land and/or easements, as the case may be, upon and through which said infrastructure improvements are located, shall be conveyed to the District free and clear of all liens and encumbrances, except as may be expressly approved and accepted in writing by the District, subject to and in conformance with the following:

**6.2.1 Offsite Sanitary Sewer Services.**

(a) **Sewer Treatment Services and Facilities - First Development Phase.** Sewer treatment services for the First Development Phase will initially be provided utilizing the District's sewer treatment lagoons and related facilities and equipment. The District hereby agrees that the First Development Phase will be entitled to utilize existing sewer treatment plant capacity for up to 154 ERUs ("*Sewer Treatment Entitlements*"). The Sewer Treatment Entitlements shall be fully vested in Summit and its successors-in-interest and permitted assigns respecting the First Development Phase only subject to the terms and conditions of this Agreement, including, but not limited to, payment of the applicable sewer treatment impact fee.

(b) **Sewer Treatment Facilities – Remaining Development Phases.** To the extent there may remain any sewer treatment plant capacity, as determined solely by the District, in the existing sewer treatment lagoons and related facilities beyond that required by Summit for the 154 ERUs as provided herein, the District agrees that such excess capacity may be utilized by Summit upon payment of the applicable sewer treatment impact fee therefore. In the event there is no excess sewer treatment plant capacity beyond that required to serve the 154 ERUs, the Parties hereby acknowledge that other sewer treatment service facilities will be required to accommodate Summit's need for sewer treatment service for all other Development Phases of the Project. The construction, installation and use of such other additional facilities as shall be required for sanitary sewer service to all other Development Phases shall be approved by the District and governed by the requirements of the applicable Future Will Serve Letter and the Rules and Regulations, and the same shall be acquired and provided for Project use either by Summit or by the District pursuant to such Future Will Serve Letters and/or other written agreements between the Parties, if any, as may be required to satisfy sanitary sewer service requirements for each Development Phase of the Project. The District hereby agrees that it will fully cooperate with, support and assist Summit in its efforts to obtain alternate sewer treatment service for the remaining Development Phases, it being understood and agreed that Project sewage may be wheeled through any available capacity in any District sewer trunk line or transmission line, as necessary to connect the Project with an alternate sanitary sewer treatment source.

**6.2.2 Onsite Sanitary Sewer System Improvements.** Summit, in conjunction with the County, at Summit's sole expense, and with the District's prior written approval, which approval shall not unreasonably be withheld, conditioned or delayed, shall be required to construct and install all internal sanitary sewer system improvements within the developed Project subdivisions, and, unless otherwise agreed-to by the District or an alternative sanitary sewer service provider, the facilities necessary to connect the subdivisions to the sanitary sewer treatment facilities, as required to enable the District to provide sanitary sewer service to each individual lot within each Development Phase including, without limitation, all sewer transmission lines extending to the prescribed point of connection with the District's existing sanitary sewer system, all sewer main lines within each Development Phase, all individual service lines to the property line of each lot to be served, all sewer air/vacuum release valves and valve boxes, all sewer pump stations and appurtenances (including backup power to each pump station) and appurtenances (wet wells, pumps and piping, controls, generators, propane storage tanks, etc.), all sewer system manholes, and all other fittings, equipment and facilities necessary to enable the District to provide sanitary sewer collection services to each individual lot or property to be served within each Development Phase. Onsite sanitary sewer system improvements may be constructed and installed in phases as required by the District to enable the District to provide sanitary sewer service to each Development Phase as each is developed. Sanitary sewer system Improvements may, at Summit's sole cost, risk, and expense, be sized and constructed by the Constructing Parties during the First Development Phase in contemplation of future development of the Project. In the event Sanitary sewer system Improvements are sized and constructed during any Development Phase in contemplation of future development of the Project, any excess capacity will be reserved for Summit or reimbursed by the District.

**6.2.3 Sewer System Obligations Run to the Project.** Neither the District nor the County shall have any obligation to construct and install sanitary sewer infrastructure improvements beyond those required by the District to provide service to the Project, except as otherwise agreed-to in writing by the Parties, or by the District and the County, as appropriate.

### **6.3 Infrastructure Easements and Rights-of-Way.**

**6.3.1 Improvements Within Dedicated Streets, District Owned Property, and Public Rights-of-Way.** Except as provided in Section 6.3.2 below, all water and sewer infrastructure improvements shall be constructed and installed within dedicated or to be dedicated public streets, within land owned in fee simple by the District, or within available public and/or private easements and rights-of-way, with all documents of conveyance or dedication to be in form and substance reasonably acceptable to the District; all of which have been granted or shall be granted prior to construction of said improvements or, in any event, prior to acceptance of same by the District, sufficient to enable the District to own, operate, maintain, repair, replace and protect the same subsequent to their transfer by Summit or the County, as appropriate, to the District as required herein.

### **6.3.2 Improvement Easements and Plat Dedications.**

(a) Subject to Subsection 6.3.2(c) below, Summit, at no cost to the District, shall grant to the District fee title, perpetual easements and rights-of-way as shall be necessary for the ownership, management, operation, maintenance, repair, replacement and protection of any portion of the water and/or sewer infrastructure improvements which are not located within dedicated public streets or existing utility easements. Such deeds, grants of easement, etc. shall be in form and substance acceptable

to the District, including plat dedications, and shall be executed and recorded by Summit at its expense prior to transfer of any of said improvements to the District as required herein.

(b) In the event it should become necessary for water and/or sewer infrastructure improvements required to serve each Development Phase to be constructed and installed on land that is not owned by Summit, and after unsuccessful, good faith negotiations Summit is unable to obtain marketable fee simple title to the land and/or easements and rights-of-way required therefore, the District, upon request of Summit, may choose, but shall have no obligation, to initiate eminent domain proceedings to obtain the required land and/or easements. In the event the District should choose to proceed, Summit shall be responsible to pay any and all costs and expenses incurred by the District in obtaining or attempting to obtain the required land and/or easements, including engineering, legal and court costs and the purchase price therefore. The District hereby makes no warranty or assurance, express or implied, that the District will be successful in obtaining any such land and/or easements, or that any such condemnation proceeding, at Summit's risk as provided above, will be undertaken by the District.

(c) Notwithstanding the foregoing, or anything in this Agreement or elsewhere to the contrary, marketable fee simple title to land and/or good and sufficient grants of easement and/or reservation or grants of reciprocal easements, as the case may be, as agreed to by the Parties, shall be provided by Summit to the District for all wells, pump stations, treatment facilities and water storage tanks, sewer lagoons and membrane facilities (if any) which the District is to own and operate, including sufficient land surrounding the subject facility to enable the District to operate, manage, repair and replace the same. All conveyances of real property shall be by warranty deed with title insurance as reasonably requested by the District provided by and at the cost of Summit, conveyances of easements shall be by grant of easement or reservation of easement, and the District may require, at Summit's expense, title insurance coverage for any such easement in favor of the District as the owner thereof, and conveyances of personal property shall be by bill of sale with warranties, all in form and substance acceptable to the District, naming the District as "Grantee" or "Buyer", as the case may be. Furthermore, Summit shall supply to the District enforceable use and other restrictions for wellhead protection in form and substance as reasonably requested and/or approved by the District consistent with the DDW's Administrative Rules and Drinking Water Source Protection Plan requirements.

#### **6.4 Prior Approval of Plans and Specifications; Construction.**

**6.4.1 Prior Submittal of Plans and Specifications.** Summit shall be required, subsequent to the Effective Date hereof, to deliver to the District plans and specifications, including all Master Plans required by this Agreement, for all water and sewer infrastructure improvements constructed or to be constructed by Summit as required herein including, but not limited to, the location and size of all such improvements and facilities related thereto, in sufficient detail to enable the District's consulting engineer to review, comment on, recommend revisions to, and recommend approval or disapproval of the same, subject to the following:

(a) The prior approval by the District of plans and specifications for each improvement, incorporating such revisions as the District's Engineer may reasonably require, shall be a condition precedent to the obligation of the District to take title to any such improvement and provide the service for which the improvement is to be constructed.

(b) Summit shall be required to pay to the District a reasonable plan review fee to offset its costs of plan review, in such amount as shall be set from time-to-time by the District, which

{00962012-1 }

shall include consulting engineering fees and costs incurred by the District for its review of the plans plus five percent (5%) to cover incidental costs of such plan review. In the event services provided by the District's engineer reasonably exceed the review and approval of the plans and specifications for the water and sewer infrastructure improvements as provided above, Summit shall be required to reimburse the District for such reasonable costs and expenses incurred by the District in excess of the review and approval of plans and specifications including, but not limited to, inspection fees and charges. Summit may, with the District's prior approval, however, arrange and contract for some such services, not including inspection or plan approval services, to be provided by competent persons other than the District's engineer, as agreed to by the District, at Summit's expense.

#### 6.4.2 Construction.

(a) All water and sewer infrastructure improvements to be constructed by Summit shall be surveyed and constructed or caused to be constructed by Summit, at its sole cost and expense, in accordance with the District's design standards and specifications, unless otherwise approved by the District.

(b) Summit shall be required to furnish or cause to be furnished all materials and equipment as shall be necessary for the construction and installation of the water and sewer infrastructure improvements to be constructed and installed by Summit.

(c) All construction work shall be performed by a licensed and qualified contractor. Summit shall notify the District at least ten (10) days prior to the commencement of construction that the construction contractor is ready for a pre-construction conference with the District, which shall be held before construction begins.

(d) The contractor for Summit's portion of the water and sewer infrastructure construction and installation shall be fully responsible for safety at the work site. Summit agrees that all work performed in connection with the construction and installation of the water and sewer infrastructure improvements shall be in accordance with plans and specifications approved by the state Division of Drinking Water and by the District, shall be of the highest quality, and that construction shall be performed in a safe, workmanlike manner in full compliance with all applicable federal, state, county and District laws, ordinances, rules and regulations.

(e) Summit agrees to defend (with legal counsel acceptable to the District), indemnify and hold the District harmless from and against any and all claims, damages, demands, or liability whatsoever resulting from the construction of water and/or sewer infrastructure improvements constructed and installed by or for Summit as provided in this Agreement.

(f) The actual interconnection of Summit's portion of the water and sewer infrastructure improvements to be constructed as required herein with the existing water and sewer systems of the District shall be completed by the County's or Summit's contractor, as appropriate, under the direct supervision of the District, and no improvements will be connected, and no water or sewer service will be provided by the District, unless and until the connection has been inspected and all required testing of said improvements has been performed and has been approved by the District.



**6.5 Inspection, Testing and Approvals.** District officials and its engineers shall have the reasonable right of access to each Development Phase and other land, and any portion thereof, upon which water and/or sewer infrastructure is being, or is to be, constructed as provided in this Agreement during the period of construction of any water and sewer infrastructure improvements, to inspect, observe and test the water and sewer infrastructure improvements and any work thereon, and for all other purposes necessarily incident to this Agreement, subject to and in conformance with the following:

**6.5.1 Inspections and Testing Required.** Periodic inspections and testing of Summit's portion of the water and sewer infrastructure improvements subsequent to the Effective Date hereof shall be performed while the same are being constructed and installed by Summit or its contractors. The District shall conduct such inspections and tests as it shall deem necessary, and all tests specified by the District's Engineer shall be performed at Summit's sole cost and expense. Summit shall provide the District at least 48 hours prior notice when it is appropriate for inspection and/or testing which is required pursuant to this Section to take place. The District agrees to timely provide the required inspection and testing within said period; subject, however, to reasonable delays for weather and other causes beyond the reasonable direct control of the District. Notwithstanding the foregoing, however, Summit shall not be authorized to move forward with the construction of its portion of the work without the District's inspection in conformance with the provisions of Section 6.5.2.

**6.5.2 Inspection of Excavations Prior to Cover.** No work on any water and/or sewer infrastructure improvement requiring any excavation subsequent to the Effective Date hereof shall be covered over unless and until the same has been inspected and approved by the District's representatives and/or other governmental entities having jurisdiction over the particular water and/or sewer infrastructure improvements involved. If any excavation is backfilled prior to inspection, Summit, upon request from the District, shall be obligated to re-open the trench for inspection and the same shall not be re-covered until the appropriate inspections have been performed and all required approvals have been received.

**6.5.3 Authority to Stop Work.** The District shall have authority to stop all work that is not approved by the District.

**6.5.4 Correction of Non-conforming Work.** Summit shall promptly correct and/or redo any work that fails to conform to the requirements of the District's construction standards and specifications, and shall remedy any defects due to faulty materials, equipment, or workmanship, as required by the District, at Summit's sole cost and expense.

**6.5.5. Inspections and Testing to be Conducted Expeditiously.** The District agrees that all inspections and testing pursuant hereto shall be conducted, and all required approvals shall be considered, in a reasonably responsive and expeditious manner in conformance with the requirements of Sections 6.5.1 and 6.5.2 so as to not unreasonably hinder, delay, obstruct or condition the timely completion of said improvements.

## **6.6 Completion of Construction; Final Construction Approval.**

**6.6.1 Final Completion Inspection.** After completion of construction of the water and sewer infrastructure improvements for each Development Phase, the District shall perform an inspection in connection therewith (each a "*Final Completion Inspection*"). Summit shall complete any punch-listed items identified during the Final Completion Inspection to the District's reasonable satisfaction as a

{00962012-1 }

condition to the District's approval thereof. All County approvals and approvals by the state DDW shall be obtained by Summit as a condition precedent to District approval of the subject infrastructure improvements.

**6.6.2 Final Approval.** At such time as Summit and the County have fully completed and the District has finally approved the completed punch-listed items identified in the Final Completion Inspection for the subject Development Phase, any required DDW operating permit has been issued, and all water and sewer infrastructure improvements have passed the District's inspection and been interconnected to the District's water and sanitary sewer mainlines and outfall lines, the District shall issue notice of its final approval of the construction ("*Notice of Final Approval*"). Subsequent to the issuance of the Notice of Final Approval, Summit, in conjunction with the County, shall prepare or cause to be prepared a minimum of four sets of final "as-built" drawings for all water and sewer infrastructure improvements. The District shall be provided one set of as-builts, one set shall be retained by Summit, one set shall be submitted to the DDW and one set shall be submitted to the Utah Division of Water Quality. Summit, in conjunction with the County, shall provide to the District an itemization of all construction costs expended by them in connection with the construction of the water and sewer infrastructure improvements, along with proof of payment of the same, and such other information as may reasonably be requested by the District including, but not limited to, documentation of the required warranty of the water and sewer infrastructure improvements, and security to be held pending the successful completion of the warranty period, as provided in Section 6.8.

**6.7 Transfer of Title to Water and Sewer Infrastructure Improvements to the District; Service to District Customers.**

**6.7.1 Systems to be Transferred.** The following water and sewer infrastructure improvements shall be transferred by Summit to the District (the "*Transferred Infrastructure Improvements*"):

(a) **Culinary Water System.** The District shall take title to, and thereafter own, operate, maintain, repair, replace and be responsible for all aspects of the water infrastructure improvements constructed or otherwise provided by Summit and the County as provided in this Agreement and the County Agreement, subject to Summit's and the County's warranty obligations as provided in Section 6.8 and to other applicable provisions of this Agreement and the County Agreement, including water storage facilities, water wells, the culinary water system, up to and including the water meter (the installation of which may be deferred until a residential or other permanent structure is to be connected to the District's water system or water service is otherwise to be provided to the lot) and meter box on each lot within each Development Phase, which are necessary to enable the District to provide culinary water service. The individual lot and property owners shall own, operate, maintain, repair, replace and be responsible for the water service lateral and all related culinary water facilities and equipment serving the subject lot beginning at the lot or property owner's point of connection at the water meter as a condition of receiving service from the District.

(b) **Sanitary Sewer System.** Except and unless otherwise required by an alternative sanitary sewer provider, the District shall take title to, and thereafter own, operate, maintain, repair, replace and be responsible for all aspects of the sanitary sewer system constructed or otherwise provided by Summit and the County as provided in this Agreement, subject to Summit's and the County's warranty obligations as provided in Section 6.8 and to other applicable provisions of this Agreement and the County Agreement, including pump stations, sewer mains and related facilities, up to the point of

connection of the service lateral serving each lot or property with the sanitary sewer main line in the street which are necessary to enable the District to provide sanitary sewer service within each Development Phase. The individual lot and property owners shall own, operate, maintain, repair, replace and be responsible for the connection to the sanitary sewer main line and the connection at the main line, and all related sewer facilities and equipment serving the subject lot or property on the lot or property owner's side of the connection as a condition of receiving service from the District.

**6.7.2 Transfer Upon Issuance of Notice of Final Acceptance.** All Transferred Infrastructure Improvements shall be conveyed by Summit and the County to the District as a condition to the District's obligation to provide municipal water and sanitary sewer service to any Development Phase in the Project, as applicable. Upon issuance of any Notice of Final Approval by the District, Summit or the County, as the case may be, shall deliver a bill of sale with warranties conveying all of Summit's or the County's right, title, estate and interest in and to the Transferred Infrastructure Improvements, and, should Summit fail to do so, the District may at its discretion choose to hold Summit's right, title, estate and interest in and to the Transferred Infrastructure Improvements to be deemed to be transferred by Summit to the District by issuance of the Notice of Final Approval, and, in either event, the District shall accept and assume the obligation of operation, maintenance, repair and replacement of the Transferred Infrastructure Improvements in perpetuity, at its cost and expense, as provided in this Agreement. Summit and the County, as the case may be, shall retain ownership of Transferred Infrastructure Improvements and remain solely responsible for maintenance, repair, and replacement of the same until title transfers to the District pursuant to the Notice of Final Acceptance and Bills of Sale and any other document of conveyance as provided in this Agreement and/or the County Agreement, as appropriate.

**6.7.3 Service to District Customers.** The Parties acknowledge and agree that the owners of any structure on any lot or property to be served by the District (each a "*Customer*"), shall be required to sign the District's standard application for service, as it may exist from time-to-time, wherein the Customer shall agree to abide by the District's Rules and Regulations as promulgated from time to time, and pay to the District the District's standard service fees, charges and assessments, including a hookup fee, as imposed for said services, in the same manner as other District customers. Notwithstanding the foregoing, or anything to the contrary in this Agreement or the County Agreement, or elsewhere, the District may establish more than one water service zone and/or sewer service zone within the service area of the District and may charge different service rates within the various zones. For example, if a water service zone requires more pumping, the service charge within that area may be higher than the service charge within an area with lower pumping costs, and a sewer service zone that is served by a package sewer treatment plant may have different service rates than a zone that is served by the District's lagoons; and by way of further example, if a water service zone is within a Development Phase for which the Water Rights dedicated to the District for such phase are represented by an approved Water Supply Contract with a water wholesaler, that water service zone may have a different service rate than other zones receiving service under Water Rights other than Water Supply Contracts. The District agrees that it will act in good faith in establishing its rates as applicable to service zones within the Property, and agrees that it shall take into consideration benefits conferred upon the District and its customers outside of the Property arising by virtue of the dedication of water rights and infrastructure improvements constructed and installed in connection with the Project which benefit the District's other customers, including, without limitation, improvements to water source quality and fire storage.

## 6.8 Improvement Warranty; Improvement Assurance.

6.8.1 **Improvement Warranty Period.** Summit, but only with respect to the portion of the water and sewer infrastructure improvements to be constructed and installed by it, shall be required to warrant and guaranty that the water and sewer infrastructure improvements shall be free of defects in materials or workmanship for a period of one (1) year from the date of the issuance of the Notice of Final Approval by the District (the "*Warranty Period*"). If, at any time during the Warranty Period, any materials or workmanship furnished by or for Summit shall prove defective or be found in disrepair, Summit, with respect to its portion of said improvements, shall, upon written notice from the District, promptly repair or replace the defective materials and/or work to the satisfaction of the District. In the event that warranty work is performed, the said warranty work shall be subject to a further Warranty Period of one (1) year from the date of acceptance of the warranty work by the District on the same terms as the initial warranty provided above. The Parties acknowledge that the County, by separate written agreement between it and the District, will similarly provide warranties and guaranties, and improvement assurances in conformance with the requirements of Section 6.8.2 below, with respect to that portion of the water and sewer infrastructure improvements to be constructed and installed by it, and that Summit shall have no such obligation with respect to the County's portion of said improvements.

6.8.2 **Improvement Assurance.** Summit's improvement assurance warranty obligation with respect to its portion hereunder shall be secured by: (i) posting with the District an improvement assurance in the form of a bond, (ii) providing a letter of credit, (iii) the establishment of a cash escrow account with a reputable bank or surety company licensed to do business in the State of Utah, or (iv) other security as shall be approved by the District and its attorney (the "*Improvement Assurance*"). The form and amount of the Improvement Assurance shall be as determined by the District's Board of Trustees in consultation with the District's engineer and attorney.

6.8.3 **Release of Improvement Assurance.** The Improvement Assurance shall be released as follows:

(a) Upon issuance of the Notice of Final Approval, 90% of the Improvement Assurance shall be released by the District, or by Weber County after written request from the District, as the case may be, to Summit and/or the County, as the case may be, and 10% shall be retained by the District or the County during the Warranty Period (including any extended Warranty Period as provided in Subsection 6.8.1) and be released to Summit and/or the County as provided below.

(b) At the end of the Warranty Period, including any extension of the same due to the performance of warranty work as provided in Subsection 6.8.1, the District shall perform a final inspection of the water and sewer infrastructure improvements for any Development Phase (each a "*Final Warranty Inspection*"). The Final Warranty Inspection shall include, but not be limited to, a televised inspection of all sewer lines and pressure and bacteria testing of all water lines required to be constructed as provided in this Agreement. Summit, with respect to its portion of the warranty obligation, shall be required to repair or replace any defective materials and/or work then existing related to water and/or sewer infrastructure improvements constructed and installed by or for Summit, to the satisfaction of the District. Upon completion of the Final Warranty Inspection and final approval by the District, the District shall issue to Summit a Notice of Termination of Warranty and Release of Summit's Improvement Assurance, whereupon the remaining 10% of the Summit Improvement Assurance shall be released by the District, or by the County after written notice from the District, as the case may be, to Summit.

**6.8.4 Warranties and Assurances Through the County.** Notwithstanding anything in this Section 6.8 to the contrary, upon request by Summit to the District, and in coordination with the County and subject to its approval, the Improvement Warranty and Improvement Assurance requirements herein may be included with and be administered as a part of the security which Summit is obligated to provide to the County in connection with its guaranty and warranty of other infrastructure improvements within the Project generally. The District agrees that if the Constructing Parties so request, then the District shall approve the request provided that the District's interests will be adequately protected by the security provided to the County.

**6.9 Reimbursement by Future Developers for Offsite Improvements Development Costs.** In the event any offsite water and/or sewer improvement is required by the District to be sized and located so as to serve future development projects on lands, other than the Project, serviceable by said offsite improvements, Summit, as to the portion of the infrastructure improvements constructed and installed by it, and as to the County's portion as well, may be entitled to reimbursement from a future developer of property to be benefited by such offsite improvement (each, a "*Future Developer*"). To the extent allowed by law, a Future Developer may be required to pay to Summit said developer's pro-rata share of Summit's actual costs incurred for the improvement for which reimbursement is due, including easement acquisition, permitting, designing, constructing and installing the offsite improvement, plus fees and charges paid in connection therewith and accrued interest on the reimbursement amount due from the date of dedication and conveyance of such improvement to the District. The Parties further recognize, acknowledge and agree that the District shall have no obligation to provide any payment to Summit under this Section 6.9 until and unless the District has collected sufficient funds specifically earmarked for the said payment from a third-party Future Developer of benefited property. The District shall make a concerted, good faith effort to calculate, impose and collect all such reimbursement as shall be due and owing by third-party Future Developers for payment to Summit as provided herein.

**6.10 Reimbursement by the District for Onsite and Offsite Development Costs.** Notwithstanding anything herein to the contrary, excepting Section 6.11, in the event and to the extent the District requires Summit to construct additional capacity into any onsite or offsite water and/or sewer infrastructure improvement beyond that required for the Project, which capacity is utilized by the District to serve its customers other than Project customers, then the District shall be obligated to reimburse Summit the District's pro-rata share of Summit's actual costs incurred for any such infrastructure improvement, such costs to include, but not be limited to, easement acquisition, permitting, designing, constructing and installing such water and sewer improvements, plus fees and charges paid in connection therewith, and accrued interest on the reimbursement amount due from the time of dedication of said water and sewer improvement to the District, which amount shall be due and payable as billed by Summit.

**6.11. Reserved Capacity.**

6.11.1 The Parties understand that the District's water system is an integrated system, such that water held in storage in the water storage tanks, water diverted from the water wells, and water carried in the water pipelines and related facilities to be constructed, installed and Dedicated by the Constructing Parties to the District in conformance with the requirements of this Agreement, will circulate through the entirety of the District's water system, and will serve existing connections (calculated in number as of the date hereof), as well as new connections to be connected to the District system under the First Development Phase and potentially subsequent Development Phases of the Project. Notwithstanding anything in this Agreement to the contrary, to the extent that Summit dedicates Water

{00962012-1 }

Rights, water, infrastructure, wells, storage or the like in excess of the required amount for a specific Development Phase, all such Water Rights, water, infrastructure, wells, storage or the like will be held in reserve for Summit in connection with its development of the Project or reimbursed by the District.

6.11.2 The Parties hereby acknowledge, understand and agree, however, that the purpose and intent of the provisions of this Section 6, with respect to the reservation for Summit of the capacities of the Initial Water Storage Tank and subsequent water storage tanks, the Hidden Lake Well and subsequent water wells, as provided herein, is to ensure that Summit, upon construction, installation and Dedication of all such facilities to the District receives full development credit in satisfaction of its obligations under this Agreement to construct, install and dedicate to the District water storage facilities, water wells, and water pipelines and related facilities sufficient to satisfy the dedication requirements of its First Development Phase and future Development Phases to the extent of the total capacity in each of said facilities; and that no additional water storage facilities, water wells, and water pipelines and related facilities will need to be constructed and installed and dedicated to the District by Summit to serve any Development Phase so long as, and to the extent that, sufficient capacity remains in said facilities. By way of example, if the Initial Water Storage Tank holds 415,000 gallons of water, but only a portion of that is needed for the First Development Phase, the Parties acknowledge that the entire tank may be used by the District as part of its integrated system, but, when potentially developing future Development Phases, which will require additional storage capacity, Summit will receive credit for the capacity of the Initial Water Storage Tank that was not needed for the First Development Phase before being required to provide new storage capacity.

6.11.3 To the extent the District shall allow any other non-Project connections within the District to connect and receive service from water stored in the water storage facilities, diverted from water wells, delivered water pipelines and related facilities, which utilizes the capacity reserved for Summit as provided in this Agreement, so that such capacity is, as a result, unavailable for Summit in connection with any Development Phase, the District shall be obligated, at its sole cost and expense, to replace in full the capacity that would otherwise have been available to Summit in any of said facilities in such manner and in sufficient time to allow Summit to proceed unimpeded with its development plans for the Project in terms of receiving municipal water service from the District for each of its Development Phases. Notwithstanding the foregoing, the District agrees that it shall not allow any non-Project connections to infrastructure built to serve any Development Phase without Summit's prior written approval. Nothing herein shall be construed to require Summit's approval for any non-Project connections to the District Water System that does not involve the use of Water Rights or infrastructure reserved for Summit.

## **7. Payments Due and Owing to the District; Impact Fees.**

7.1 **Payments Due to the District.** Summit shall pay any amount that becomes due and owing to the District pursuant to the terms of this Agreement within thirty (30) days following its receipt of the first invoice therefore. In the event Summit fails to timely pay any such amounts when due, interest on any past due amount shall accrue at the rate specified in Subsection 12.7, both before and after judgment, from the due date until paid in full. The District shall have all remedies available to it at law or in equity to enforce payment hereunder.

7.2 **Impact Fees.** Summit shall be obligated to pay the District's standard sewer treatment impact fee as levied upon all similarly situated developers of property within the District in connection with each Development Phase, and to pay an impact fee covering the District's excess capacity in

previously constructed sewer mains. In recognition of Summit's obligation to construct and install, and in any event pay for all water infrastructure improvements necessary to serve each Development Phase and certain sewer infrastructure improvements necessary for the each Development Phase as set forth herein, including that portion of the infrastructure improvements constructed by the County by virtue of Summit's obligation to pay assessments to be levied by the County to pay for the infrastructure improvements to be constructed by it in connection with the Special Assessment Area, Summit shall be expressly exempt from the payment of any and all water impact fees and any and all sewer impact fees other than sewer treatment impact fees and impact fees for capacity in the District's sewer main running to the lagoons which, as of the date hereof, are required by the District to be paid, as well as any future impact fees, which may be levied with respect to said improvements. Notwithstanding anything herein to the contrary, impact fees may be levied by the District with respect to other infrastructure improvements which are not constructed and installed by Summit or the County, at their expense, but are constructed, installed or otherwise obtained by the District which are required by the District in providing service to the Project, subject to and in conformance with the Utah Impact Fees Act. The Parties agree that Summit will pay the District's current impact fees, subject to the District's representation that said impact fees have been lawfully enacted in conformance with all applicable requirements of the Utah Impact Fee Act. Notwithstanding the forgoing, however, the Parties understand, acknowledge and agree that the District may update its impact fees and that such updated impact fees may supersede and replace the impact fees quoted above, provided that, in relation to the First Development Phase, or for future approved Development Phases, Summit will be given at least ninety (90) days advance notice of the change, and the opportunity to pre-pay the same within the said ninety (90) day period. Until such time as the District Board approves new impact fees pursuant to and in conformance with the requirements of the Utah Impact Fee Act or a successor statute, however, the Parties stipulate and agree to the per ERU sewer impact fees stated above to be applicable to the First Development Phase. The District agrees that it will make a good faith effort to move the enactment of any updated impact fees forward, and to levy any such fees, subject to and in accordance with the requirements of the Utah Impact Fee Act, at the earliest possible date.

**7.3 Consultant Fees and Charges.** Summit agrees, upon receipt of an invoice for the same, to reimburse or pay all reasonable charges of the District's consultants in negotiating and preparing this Agreement, reviewing and approving plans and/or specifications, inspecting water and/or sewer infrastructure improvements, work associated with the Water Rights, and/or source protection, and any other such charges which relate to or result from this Agreement, Summit's development of each Development Phase, and/or the water and/or sewer infrastructure improvements provided or to be provided by Summit. The District will make a good faith effort to keep consulting and legal fees to a minimum.

**8. TIMING OF DEVELOPMENT.** Notwithstanding anything in this Agreement to the contrary, the Parties hereby acknowledge and agree that the development of any portion of the Property that is not part of the First Development Phase, and/or any portion thereof, shall proceed over time, or not proceed, as the case may be, as determined by Summit, in its sole discretion, given market and development conditions and considerations, and other reasonable justifications for delay.

## **9. SUCCESSORS-IN-INTEREST AND PERMITTED ASSIGNS; TRANSFERABILITY**

**9.1 Successors-in-Interest and Permitted Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their successors-in-interest and permitted assigns. Notwithstanding the foregoing, the purchaser of any Development Phase or any portion thereof

{00962012-1 }

(excluding purchasers of individual platted lots) shall be responsible for performance of Summit's obligations hereunder as to the portion of the Development Phase so transferred, subject to Section 9.2. Unless expressly stated otherwise, any reference to Summit or the District herein shall be applicable to their respective successors-in-interest and permitted assigns.

**9.2 Release of Summit.** Except with regard to the sale of lots in single or multi-family residential subdivisions or commercial/retail areas which have been platted and received development approval, in which case the provisions of this Section 9.2 shall not apply, in the event of a transfer of all or a portion of any Development Phase, Summit shall enter into a written assignment and assumption agreement with the transferee of Summit's obligations under this Agreement, a fully-executed copy of which shall be delivered to the District, wherein the transferee, among other things, shall certify that said transferee has read and understands the terms and provisions of this Agreement, that it takes an assignment of and assumes all of Summit's obligations thereunder with respect to the portion of the Development Phase transferred, and that it otherwise expressly agrees to be bound by this Agreement in conformance with its applicable terms and conditions; whereupon, upon delivery to the District, the transferee shall be deemed fully substituted in the place of Summit under this Agreement solely as to the portion of the Development Phase transferred and, except as otherwise provided herein, Summit shall be released from any further obligation with respect to this Agreement as to the parcel transferred, provided that data and other evidence and representations and warranties of the assignee transferee reasonably acceptable to the District demonstrate that the transferee has financial strength that is reasonably acceptable to the District (and financial strength that is comparable to or greater than that of Summit shall be reasonably acceptable) of the said assignee shall first be submitted to and approved by the District. Furthermore, Summit shall continue to be liable and responsible for debts and obligations that have ripened or matured as of the date of the assignment, such as payments due to the District pursuant to the provisions of this Agreement.

**10. TERM.** Given the size and possible long-term nature of the development of the First Development Phase, and the remaining Development Phases, the Parties agree that the term of this Agreement shall commence on and be effective as of the date hereof and extend for a period of fifty (50) years from and after said date; provided, however, that any and all financial obligations that have fully matured hereunder, including but not limited to obligations arising under Section 5.6, shall survive the termination of this Agreement and shall remain in full force and effect until satisfied in full.

**11. RECORDATION; AGREEMENT TO RUN WITH THE LAND.** This Agreement may be recorded against the Property, and this Agreement and all covenants, rights, terms, conditions and obligations contained herein pertaining to the development of the Project on the Property shall burden and run with said land and shall inure to the benefit of and be binding upon all successors-in-interest of Summit in the ownership and development of the Property; except that all covenants, rights, terms, conditions and obligations contained herein pertaining to the development of the Property may cease to burden and run with that portion of the Property within a Development Phase that is subdivided into individual lots pursuant to the applicable subdivision ordinances of Weber County, and each said lot shall be released herefrom at the time of recordation of the subdivision plat pursuant to which such lot is created only to the extent the said obligations have been fully satisfied.



## 12. MISCELLANEOUS PROVISIONS.

12.1 **Construction of the Agreement.** This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

12.2 **Consistency with State and Federal Law.** The Parties agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law, rule or regulation or is declared to be invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with applicable state or federal law, rule or regulation as the case may be, and the balance of this Agreement shall remain in full force and effect.

12.3 **Enforcement.** The Parties hereby acknowledge and agree that the District has the right to enforce its rules, regulations and policies as they may exist from time-to-time, subject to the terms of this Agreement, and may, at its option, seek an injunction to compel such compliance. The Parties further acknowledge and recognize that each Party has the right to enforce the provisions of this Agreement by seeking an injunction to compel compliance, seeking damages, and/or pursuing such other legal and equitable remedies which it may have. In the event Summit or its successors-in-interest violate the rules, policies, regulations or ordinances of the District or violate the terms of this Agreement, the District may, without electing to seek an injunction or, after thirty (30) days written notice to correct the violation (or such longer period as may be established in the discretion of the District or a court of competent jurisdiction if Summit has used its reasonable best efforts to cure such violation within such thirty (30) day period and is continuing to use its reasonable best efforts to cure such violation), take such action as shall be deemed appropriate under law until such conditions have been honored by Summit. Both Parties shall be free from any liability arising out of the exercise of their respective rights under this Section.

12.4 **No Waiver.** Failure of any Party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the District Board of Trustees taken with the same formality as the vote approving this Agreement, no officer, official or agent of the District has the power to amend, modify or alter this Agreement or waive any of its conditions so as to bind the District by making any promise or representation not contained herein.

12.5 **Integration.** This Agreement, including the exhibits hereto, contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all other prior written or oral agreements, understandings, statements, representations and warranties, express or implied, by and among the Parties and their respective affiliates, representatives and agents in respect of the subject matter hereof.

12.6 **Amendment.** Subject to Section 12.4, this Agreement cannot be altered or amended except pursuant to an instrument in writing mutually agreed to and executed by the Parties.

**12.7 Attorneys' Fees and Other Costs.** In any litigation or other legal proceeding, including insolvency, bankruptcy, arbitration, declaratory relief, including any appeal, to interpret or enforce this Agreement, the prevailing Party shall be entitled to receive from the non-prevailing Party reimbursement for all reasonable attorneys' fees, costs and expenses incurred by the prevailing Party in such litigation. Should any judgment or final order be issued in that proceeding, said reimbursement should be specified therein. Any payment amount due under this Agreement from one Party to the other shall, unless otherwise provided in this Agreement, be due and payable within ten (10) business days after invoice. Any payment not made when due shall be subject to the accrual of interest thereafter at the rate of one percent (1%) per month, both before and after judgment, until paid.

**12.8 Notices.** Any and all notices shall be in writing and shall be validly given or made to the other Party if served personally, by electronic transmission, or by deposit in the United States mail. If such notice is served personally or by electronic transmission, service shall be conclusively deemed given at the time of such personal service or electronic transmission. If such notice is served by mail, such notice shall be sent postage prepaid, by certified mail, return receipt requested, and shall be conclusively deemed given two (2) business days after the deposit thereof in the United States mail, postage prepaid addressed to the Party to whom such notice is given as hereinafter set forth:

To: **Summit Mountain Holding Group, L.L.C.**  
 3923 N. Wolf Creek Drive  
 Eden, UT 84310  
 Attention: Jeff Werbelow  
 E-mail address: [jwerbelow@summit.co](mailto:jwerbelow@summit.co)

With a copy to:  
 Clyde Snow & Sessions  
 One Utah Center, Suite 1300  
 201 South Main Street  
 Salt Lake City, UT 84111-2216  
 Attention: D. Brent Rose  
 E-mail address: [dbr@clydesnow.com](mailto:dbr@clydesnow.com)  
 Fax Number: (801) 521-6280

To: **Powder Mountain Water and Sewer Improvement District**  
 P.O. Box 270  
 Eden, UT 84310  
 Attention: Manager  
 E-mail address: [pmwsid@gmail.com](mailto:pmwsid@gmail.com)  
 Fax Number: \_\_\_\_\_

With a copy to:  
 Board Chair  
 2380 Washington Blvd., Suite 360  
 Ogden, Utah 84401  
 E-mail address: [mbell@co.weber.ut.us](mailto:mbell@co.weber.ut.us)  
 Fax Number: (801) 399-8305

With a copy to:  
Weber County Attorney  
2380 Washington Blvd Suite 230  
Ogden UT 84401-1464  
Email address: dwilson@co.weber.ut.us  
Fax Number: (801) 399-8304

Any Party hereto may change its address for the purpose of receiving notices as herein provided by serving written notice given in the manner aforesaid.

**12.9 Applicable Law.** This Agreement and all matters relating hereto, shall be governed by, construed and interpreted in accordance with and be enforceable under the laws of the State of Utah and the state and federal courts of such state shall have exclusive jurisdiction over any dispute arising hereunder.

**12.10 Relationship of the Parties.** This Agreement neither acknowledges the existence of nor is it intended nor shall it be construed to establish, create or organize any principal-agent relationship, partnership, joint venture, or any other legal entity or form of business relationship between the Parties, and is limited solely to the purposes and interests expressed herein. It is specifically understood by the Parties that: (i) the Project is a private development; (ii) the District has no interest in, responsibility for, or duty to third parties concerning any improvement to the Property unless and until the District accepts and receives title to the improvement pursuant to the provisions of this Agreement; and (iii) Summit shall have the full power and exclusive control of each Development Phase subject to the obligations of Summit as set forth in the Will Serve Letter or Future Will Serve Letter applicable to the Development Phase, the Rules and Regulations, and this Agreement.

**12.11 No Third-party Beneficiaries.** This Agreement shall not be deemed to create any right in any person who is not a Party (other than the permitted successors and assigns of a Party) and shall not be construed in any respect to be a contract, in whole or in part, for the benefit of any third party (other than permitted successors and assigns of a Party hereto).

**12.12 Section Headings.** The section headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

**12.13 Binding Effect.** In consideration of the mutual covenants and agreements contained herein, each Party hereto does hereby agree that this Agreement, and each and every provision hereof, is and shall be enforceable by and among them according to its terms, and each Party does hereby agree that it shall not, directly or indirectly, contest the validity or enforceability of this Agreement.

**12.14 Supremacy.** In the event of any conflict between the terms of this Agreement and those of any other agreement or contract referred to herein, this Agreement shall govern.

**12.15 Force Majeure.** Performance by any Party hereunder shall not be deemed to be in default where the delay or default is due to war, insurrection, strike, lock-out, flood, earthquake, fire, casualty, act of God, epidemic, quarantine, restriction, inability (when the responsible Party is faultless) to secure necessary labor, materials, tools, acts or failure to act of any public or governmental agency or

{00962012-1 }

entity, or due to any other reason not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement and, in such event, the performance of such work or the doing of such act shall be excused for the period of the delay and the period of performance for any such work or the doing of any such act shall be extended for a period equivalent to the period of such delay.

**12.16 Mediation of Disputes.** In an effort to resolve any conflict that may arise, Summit and the District agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation, unless the Parties mutually agree otherwise in writing. Notwithstanding the foregoing, a Party shall have the right to seek equitable or extraordinary relief where a delay in doing so resulting from the requirement to mediate would prejudice, damage or injure that Party. The parties shall: (i) mediate in good faith; (ii) exchange all documents which each reasonably believes to be relevant and material to the dispute; (iii) exchange written position papers stating their positions on the dispute and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the dispute; and (iv) engage and cooperate in such further discovery as the Parties agree to be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the Parties. The venue of the mediation shall be in Weber County or, if agreed by the Parties, Salt Lake County, Utah. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed by a court of competent jurisdiction. This provision shall be specifically enforceable according to its terms including, but not limited to, an action to compel mediation. Subject to the foregoing, either party may take whatever legal action, if any, is available to it to enforce this Agreement. If litigation is initiated, including an action to enforce in whole or in part the foregoing mediation clause, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred in said action, regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. The Parties may mutually agree to submit any dispute not resolved through mediation to binding arbitration in accordance with the Alternative Dispute Resolution Act found in Title 78B, Chapter 6, Part 2 of the Utah Code.

**12.17 Inducement.** The making and execution of this Agreement has not been induced by any representation, statement, warranty or agreement other than those herein expressed.

**12.18 Further Action.** The Parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

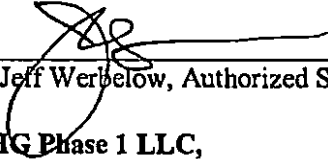
**12.19 Severability.** Notwithstanding anything herein to the contrary, each of the provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

**12.20 Warranty of Authority.** The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

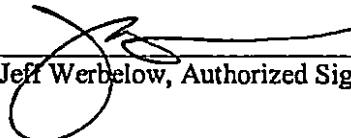
(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

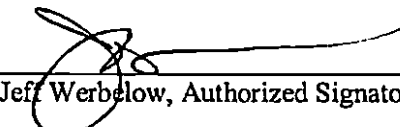
**SUMMIT MOUNTAIN HOLDING GROUP, L.L.C.**  
a Utah limited liability company

By:   
Jeff Werbelow, Authorized Signatory

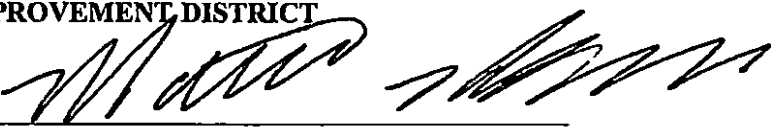
**SMHG Phase 1 LLC,**  
a Delaware limited liability company

By:   
Jeff Werbelow, Authorized Signatory

**SMHG Landco LLC,**  
a Delaware limited liability company

By:   
Jeff Werbelow, Authorized Signatory

**POWDER MOUNTAIN WATER AND SEWER  
IMPROVEMENT DISTRICT**

By:   
Chair, Board of Trustees



# **EXHIBIT A**

**TO THE  
MASTER ANNEXATION AND DEVELOPMENT AGREEMENT  
SUMMIT POWDER MOUNTAIN DEVELOPMENT PROJECT**

### Exhibit A

Powder Mountain Legal Description for DRR-1 Rezone

The following metes and bounds description has been put together primarily from record information and the bearings and dimensions are intended to follow various parcel lines, section lines, and the county line, and those line locations as they actually exist are to preside over these metes and bounds calls.

Beginning at the Weber County Monument at the Intersection of the Weber/Cache County Line and the North Line of Section 1, Township 7 North, Range 1 East, Salt Lake Base and Meridian (Basis of Bearings is North 89°55'51" West 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); Running thence along the Weber/Cache County Line the following (81) Courses: 1) South 26°39'20" East 457.03 feet, 2) South 36°45'22" East 374.24 feet, 3) South 66°54'26" East 745.76 feet, 4) South 67°48'15" East 1,214.23 feet, 5) South 68°53'51" East 618.68 feet, 6) South 32°02'26" East 1,432.62 feet, 7) South 47°01'38" East 1,561.89 feet, 8) South 74°16'55" East 602.01 feet, 9) South 84°37'17" East 129.79 feet, 10) North 74°55'18" East 101.38 feet, 11) South 76°31'57" East 92.39 feet, 12) South 65°19'33" East 171.60 feet, 13) North 89°40'40" East 28.76 feet, 14) North 89°40'40" East 75.92 feet, 15) North 52°55'34" East 193.59 feet, 16) North 69°40'16" East 221.91 feet, 17) North 59°06'24" East 118.16 feet, 18) South 67°13'20" East 69.76 feet, 19) North 86°54'23" East 63.24 feet, 20) South 86°25'04" East 100.69 feet, 21) South 74°00'19" East 244.83 feet, 22) North 74°03'46" East 521.31 feet, 23) North 66°25'48" East 317.77 feet, 24) North 70°24'30" East 153.33 feet, 25) North 58°12'10" East 285.32 feet, 26) South 84°07'27" East 53.98 feet, 27) South 87°03'34" East 69.14 feet, 28) North 81°05'29" East 97.39 feet, 29) South 42°06'19" East 88.79 feet, 30) South 29°32'36" East 90.02 feet, 31) South 60°56'58" East 66.00 feet, 32) North 89°45'17" East 75.88 feet, 33) South 40°32'55" East 57.25 feet, 35) North 79°41'20" East 72.99 feet, 36) North 82°58'43" East 52.82 feet, 37) North 72°17'57" East 58.58 feet, 38) South 82°52'28" East 50.93 feet, 39) North 75°58'50" East 120.54 feet, 40) South 63°46'05" East 276.76 feet, 41) North 82°55'41" East 343.76 feet, 42) North 64°52'15" East 188.03 feet, 43) South 83°46'40" East 176.84 feet, 44) South 70°02'49" East 59.60 feet, 45) North 73°42'12" East 72.74 feet, 46) North 59°12'49" East 102.26 feet, 47) North 25°41'17" East 70.59 feet, 48) North 66°03'04" East 70.31 feet, 49) North 42°54'13" East 128.35 feet, 50) North 54°47'53" East 84.47 feet, 51) North 49°51'28" East 87.14 feet, 52) North 38°48'21" East 141.86 feet, 53) North 36°53'14" East 116.00 feet, 54) North 70°56'50" East 94.54 feet, 55) North 52°44'33" East 145.13 feet, 56) North 59°00'12" East 111.75 feet, 57) North 55°28'15" East 198.69 feet, 58) North 61°38'46" East 91.96 feet, 59) South 87°10'59" East 103.70 feet, 60) North 80°38'14" East 286.76 feet, 61) North 84°30'35" East 198.43 feet, 62) North 61°36'18" East 92.91 feet, 63) North 50°22'10" East 103.07 feet, 64) North 27°03'07" East 101.09 feet, 65) North 42°50'05" East 153.03 feet, 66) North 38°49'16" East 262.69 feet, 67) North 44°43'21" East 190.34 feet, 68) North 81°07'16" East 180.14 feet, 69) North 70°39'00" East 172.83 feet, 70) North 73°43'10" East 165.69 feet, 71) South 88°30'22" East 241.18 feet, 72) North 89°39'35" East 108.74 feet, 73) North 83°37'52" East 170.29 feet, 74) North 84°51'13" East 215.80 feet, 75) South 81°51'43" East 144.54 feet, 76) North 73°14'01" East 160.54 feet, 77) North 89°12'59" East 152.04 feet, 78) South 86°20'53" East 125.49 feet, 79) North 89°57'00" East 141.72 feet, 80) South 84°52'46" East 141.65 feet, 81) South 73°46'48" East 11.88 feet To the Center Section Line of Section 4, Township 7 North, Range 2 East Salt Lake Base and Meridian; thence South 00°19'06" East 3,583.87 feet along said Section Line to the Quarter Corner of Section 4 and 9, Township and Range aforesaid; thence South 00°03'35" West



along the Center Section line 5,405.90 feet to the Quarter Section corner of Sections 9 and 16, township and range aforesaid; thence South 86°20'47" East along the South Section Line 2,617.49 feet to the Corner of Sections 9, 10, 15 and 16, township and range aforesaid; thence South 46°37'20" West 3,639.90 feet to the center of Section 16; thence South 00°43'08" West along the Center Section Line 2,358.71 feet to the Quarter Corner of Sections 16 and 21 township and range aforesaid; thence South 86°47'40" West along the Section Line 2,650.21 feet to the Corner of Section 16, 17, 20 and 21, township and range aforesaid; thence North 85°54'28" West along the section line 2,614.70 feet to the Quarter Corner of Sections 17 and 20, Township and Range aforesaid; thence South 87°20'03" West along the Section Line 2,432.26 feet to the Corner of Sections 17, 18, 19 and 20, Township and Range aforesaid; thence North 03°35'27" West along the Section Line 2,575.97 feet to the Quarter Corner of Sections 17 and 18, Section and Range Aforesaid; thence North 85°39'14" West along the Quarter Section Line 1,270.03 feet; thence North 04°19'32" West 3,520.00 feet; thence West 2,460.69 feet; thence South 02°20'05" East 659.64 feet to the West Sixteenth Corner of Sections 7 and 18; thence North 84°07'08" West along the Section Line 1,197.28 feet to the Corner of Sections 7 and 18, Township 7 North, Range 2 East, and Sections 12 and 13, Township 7 North, Range 1 East; thence North 89°39'48" West along the Section Line 1,322.81 feet; thence North 00°06'22" West 2,681.08 feet to the Quarter Section Line; thence North 89°50'14" West along said Quarter Section Line 1,322.49 feet to the Center of Section 12, Township 7 North, Range 2 East; thence North 00°04'52" West along the Quarter Section Line 1,344.10 feet; thence South 89°45'43" East 1,319.67 feet; thence North 00°12'08" West 1,340.37 feet to the Section Line; thence North 89°45'21" West along said Section Line 1,317.72 feet to the Quarter Corner of Sections 1 and 12, Township and Range Aforesaid; thence North 89°50'36" West along the Section Line 2,635.43 feet to the Corner of Sections 1, 2, 11 and 12, Township and Range Aforesaid; thence South 00°01'44" East along the Section Line 5,346.97 feet to the Corner of Sections 11, 12, 13 and 14, Township and Range Aforesaid; thence South 89°26'58" West along the Section Line 2,647.58 feet to the Quarter Corner of Sections 11 and 14, Township and Range Aforesaid; thence South 89°26'58" West along the Section Line 2,647.58 feet to the Corner of Sections 11, 10, 14 and 15, Township and Range Aforesaid; thence North 89°19'32" West along the Section Line 2,134.72 feet; thence North 2,637.58 feet; thence North 03°52'25" East 3,942.57 feet; thence North 38°42'06" East 668.17 feet; thence North 64°01'06" East 1,766.53 feet to the Quarter Corner of Sections 2 and 3, Township and Range aforesaid; thence North 02°39'45" East along the Section Line 2,514.91 feet to the Corner of Sections 2 and 3, Township and Range Aforesaid, and Sections 34 and 35, Township 8 North, Range 1 East, Salt Lake Base and Meridian; thence North 01°11'03" East along the Section Line 3,223.27 feet More or Less to the Weber and Cache County Line; Running Northeasterly and Southeasterly 11,901 feet More or Less along said Weber and Cache County Line to the point of beginning.

Less and Excepting the following:

Aspen Drive, Powder Mountain West Subdivision Phase 1, Powder Mountain West Subdivision Phase 2, Powder Mountain West Subdivision Phase 3, Sundown Condominiums at Powder Mountain Phase 1, Moon Ridge Condominiums, Powder 11 Subdivision at Powder Mountain, Powder Mountain Village, Powder Ridge Condominiums Phase 1, Powder Ridge Condominiums Phase 1 Building 3 Amended, Weber State Parcel 23-012-0109, Powder Mountain West Subdivision Phase 4, Powder Ridge Condominiums Phase 1 Amended, Snowflake Subdivision 3 "Open Space", Tax Parcel 23-044-0012, Tax Parcel 22-001-0014, Tax Parcel 22-001-0017, Tax Parcel 23-012-0082, Tax Parcel 23-012-0105, Tax Parcel 23-012-0106, Tax Parcel 23-012-0107, and Tax Parcel 23-012-0119.

Containing Approximately: 6198 Acres



# **EXHIBIT B**

**TO THE  
MASTER ANNEXATION AND DEVELOPMENT AGREEMENT  
SUMMIT POWDER MOUNTAIN DEVELOPMENT PROJECT**

Powder Mountain  
Water & Sewer Improvement District  
PO Box 270  
Eden, UT 84310

May 3, 2013

Russ Watts  
Summit Development  
1400 N. 5900 E.  
Eden, UT 84310

Subject: Summit Development Phase 1 (updated to 154 planned units) at Powder Mountain

Dear Russ:

This letter is to confirm that the Powder Mountain Water and Sewer Improvement District (PMWSID) can and will furnish water and sewer service to the above project upon your agreement with and completion of the following requirements to the satisfaction of PMWSID:

1. Summit Development shall furnish written approval from the local jurisdiction (Weber County, State of Utah) of the water allocation for the project and agrees to be solely responsible for determining annual water demand and wastewater generation estimates.
2. Summit Development shall enter into a Construction and Transfer of Water and Sewer Infrastructure Agreement with PMWSID prior to beginning the preliminary plan review process or the plan check review process. This agreement and any major infrastructure improvements shall be referenced in Summit Development agreements with the local jurisdiction.
3. All fees and charges shall be paid in accordance with PMWSID Rules and Regulations and at the time specified in the Infrastructure Agreement before initiating preliminary plan review, plan check review and connection to water and/or sewer service.
4. The new wastewater collection systems within the project area and connections to and/or abandonment of existing infrastructure shall comply with all PMWSID Rules and Regulations. In addition to conforming to District design requirements, Summit Development agrees to meet Utah Department of Health Services and County Health requirements.
5. Summit Development shall identify any other infrastructure improvements outside the project area that may be necessary as a result of this project. Water and sewer improvements outside of the project area may be borne by Summit Development in part or in whole depending on an assessment of project benefits.
6. All water and sewer infrastructure shall be placed within planned or existing public roadway right-of-way. PMWSID may have existing infrastructure that requires relocation


as a result of this project. All water and sewer infrastructure easements within the roadway right-of-way of the project will be conveyed to the PMWSID prior to acceptance by PMWSID.

7. If applicable, any existing septic systems and/or sewer pipes within the property lines of the project shall be identified and shall be abandoned according to County Health Department and PMWSID requirements.
8. Each business, tenant, residential unit, and common residential or commercial irrigated area, shall be individually metered.
9. Summit Development shall address each point of concern as identified by Reeve Associates in their (thus far) two design review letters dated January 21 and March 29 2013 to the satisfaction of PMWSID.

The PMWSID may identify additional requirements upon review of project documents, plans and specifications. If that occurs, we will immediately inform you.

If you have any questions please contact us at (801) 745-0924.

Sincerely,



Gregg Kirker  
Chairman, Board of Trustees  
Powder Mountain Water and Sewer  
Improvement District

# **EXHIBIT C**

**TO THE  
MASTER ANNEXATION AND DEVELOPMENT AGREEMENT  
SUMMIT POWDER MOUNTAIN DEVELOPMENT PROJECT**

**PMWSID Connections, GPM, and Mitigation Use Forecast.**  
**Assumes Build Out Summit Phase I, EB5, and Phase IIA (Overlook)**

|  | 2016               | 2019            | 2023                   |
|--|--------------------|-----------------|------------------------|
| <i>PMWSID Old Boundaries</i>                               |                    |                 |                        |
| Active Connections   | 80                 | 90              | 154                    |
| Ac-Ft Rights Required                                      | 36.00              | 40.50           | 69.30                  |
| WCIC Mitigation Shares Required                            | 7 <sup>1</sup>     | 4. <sup>2</sup> | 7 <sup>2</sup>         |
| Cache County Mitigation Required (Ac-Ft)                   | -                  | -               | -                      |
| GPM Required <sup>3</sup>                                  | 44.80 <sup>4</sup> | 50.40           | 86.24                  |
| Storage Required (Gallons)                                 | 32,000             | 36,000          | 61,600                 |
| Storage Available (Gallons)                                | 140,000            | 140,000         | 140,000                |
|  | 2016               | 2019            | 2023                   |
| <i>PMWSID Annexed</i>                                      |                    |                 |                        |
| >1000 Sq Ft Homes  | 2                  | 111             | 313 <sup>5</sup>       |
| <1000 Sq Ft Homes  | -                  | 27              | 63                     |
| Hotel Rooms  | -                  | 330             | 610                    |
| Connections (Hotel Rooms = 1/3)                            | 2                  | 248             | 579                    |
| Ac-Ft Rights Required                                      | 0.90               | 92.48           | 225.36                 |
| WCIC Mitigation Shares Required                            | 0                  | 9               | 18 <sup>6</sup>        |
| Cache County Mitigation Required (Ac-Ft)                   | 0.27               | 27.74           | 67.61                  |
| GPM Required   | 1.12               | 104.10          | 256.46                 |
| Storage Required (Gallons)                                 | 800                | 79,950          | 196,150                |
| Storage Available (Gallons)                                | 165,000            | 165,000         | 165,000 <sup>7,8</sup> |
|  | 2016               | 2019            | 2023                   |
| <i>Combined Old Boundaries and Annexed</i>                 |                    |                 |                        |
| Active Connections (Hotel Rooms = 1/3)                     | 82                 | 338             | 733                    |
| Ac-Ft Rights Required                                      | 36.90              | 132.98          | 294.66                 |
| TOTAL WCIC Mitigation Shares Required                      | 7                  | 13              | 25                     |
| TOTAL WCIC Mitigation Shares Available                     | 30                 | 30              | 30                     |
| EXCESS WCIC Mitigation Shares                              | 23                 | 17              | 5                      |
| TOTAL Cache County Mitigation Required                     | 0.27               | 27.74           | 67.61                  |
| TOTAL Cache County Mitigation Available                    | 120.00             | 120.00          | 120.00                 |
| EXCESS Cache County Mitigation                             | 119.73             | 92.26           | 52.39                  |
| TOTAL GPM Required   | 45.92              | 154.50          | 342.70                 |
| TOTAL GPM Available <sup>9</sup>                           | 150.70             | 490.70          | 490.70                 |
| EXCESS GPM   | 104.78             | 336.21          | 148.00                 |
| TOTAL Storage Required                                     | 32,800             | 115,950         | 257,750 <sup>10</sup>  |
| TOTAL Storage Available                                    | 305,000            | 305,000         | 305,000 <sup>10</sup>  |
| EXCESS Storage   | 272,200            | 189,050         | 47,250 <sup>10</sup>   |
|  | 2016               | 2019            | 2023                   |
| <i>Combined Old Boundaries and Annexed - GPM Available</i> |                    |                 |                        |
|  | GPM                | GPM             | GPM                    |
| Pizzel Springs   | 30.00              |                 |                        |
| Hidden Lake #1   | 120.70             | 120.70          | 120.70                 |
| Hidden Lake #2   |                    | 120.00          | 120.00                 |
| Cobabe Well  |                    | 250.00          | 250.00                 |
| Total  | 150.70             | 490.70          | 490.70                 |

**Notes**

1. The share number in C8 is from the Out of Priority Diversion Agreement executed between WCIC and PMWSID for the 2015 Irrigation Season. Other approaches may result in a lower number.
2. The numbers in E8 and G8 are based upon the mitigation ratio required for Summit ground water by the WCIC Settlement Agreement. Cobabe Well has some rights approved without mitigation and it may be that the actual number is
3. Required GPM of Old Boundaries Active Connections is likely overstated due to fact that all connections are assumed to be in excess of 1,000 sq feet for purposes of this calculation.
4. Notwithstanding Note 3, required GPM of Old Boundaries Active Connections exceeds Pizzel Springs 30 GPM, as a consequence no further additions (construction) can be made until more wet water is accessed
5. Gray section in E15-G20 uses Unit, Ac-Ft Rights, GPM Calculation and Storage Requirements from table in lines 66-82, which incorporates actual home sizes and hotel rooms.
6. The 18 Shares shown in G18 includes the construction of one storage reservoir. Pursuant to settlement agreement, 15 shares plus one reservoir equals 200 acre-feet of usage. 3 more shares gets to 230 Ac-Ft.
7. The new water tank at Hidden Lake is 415,000 gallons. 250,000 gallons of the tank is reserved for fire protection. Accordingly, 165,000 gallons is available for water delivery purposes.
8. Additional storage of 31,150 gallons may need to be added to meet 2023 storage requirements for PMWSID Annexed, however, it may be possible to meet this requirement utilizing excess capacity in the Old Hidden Lake Tank.
9. GPM Available is from table "Combined Old Boundaries and Annexed GPM Available"
10. While total available storage exceeds capacity, due to location of tanks, Old Boundaries Storage may not be available for Annexed.



|                               | 2016  |           |             | 2019  |           |               | 2023   |           |                |
|-------------------------------|-------|-----------|-------------|-------|-----------|---------------|--------|-----------|----------------|
|                               | Units | Acre-Feet | GPM Storage | Units | Acre-Feet | GPM Storage   | Units  | Acre-Feet | GPM Storage    |
| Phase 1 >1000 Sq Ft Homes     | 2     | 0.90      | 1.12 800    | 57    | 25.65     | 31.92 22,800  | 177    | 79.65     | 99.12 70,800   |
| Phase 1 <1000 Sq Ft Homes     | 0     | 0.00      | 0.00 -      | 0     | 0.00      | 0.00 -        | 0      | 0.00      | 0.00 -         |
| EB5 >1000 Sq Ft Homes         | 0     | 0.00      | 0.00 -      | 30    | 13.50     | 16.80 12,000  | 30     | 13.50     | 16.80 12,000   |
| Overlook >1000 Sq Ft Homes    | 0     | 0.00      | 0.00 -      | 24    | 10.80     | 13.44 9,600   | 76     | 34.20     | 42.56 30,400   |
| Overlook <1000 Sq Ft Homes    | 0     | 0.00      | 0.00 -      | 27    | 12.15     | 7.56 10,800   | 63     | 28.35     | 17.64 25,200   |
| Hidden Lake >1000 Sq Ft Homes | 0     | 0.00      | 0.00 -      | 0     | 0.00      | 0.00 -        | 30     | 13.50     | 16.80 12,000   |
| EB5 Hotel Rooms               | 0     | 0.00      | 0.00 -      | 180   | 0.00      | 18.75 13,500  | 260    | 0.00      | 27.08 19,500   |
| Hidden Lake Hotel Rooms       | 0     | 0.00      | 0.00 -      | 0     | 0.00      | 0.00 -        | 200    | 0.00      | 20.83 15,000   |
| Overlook Hotel Rooms          | 0     | 0.00      | 0.00 -      | 150   | 0.00      | 15.63 11,250  | 150    | 0.00      | 15.63 11,250   |
| Hotel Room Days               | 200   |           |             |       |           |               |        |           |                |
| TOTAL                         |       | 0.90      | 1.12 800    | 62.10 | 62.10     | 104.10 79,950 | 169.20 | 169.20    | 256.46 196,150 |

| Summit Phase I, EB5, and IIA Connections |  |               |             |                 |        |         |
|--|--|---------------|-------------|-----------------|--------|---------|
|  | >1000sf Homes  | <1000sf Homes | Hotel Rooms | Hotel Room Days | GPM    | Storage |
| Phase I                                  | 154  |               |             |                 | 86.24  | 61,600  |
| EB5                                      | 100  |               |             |                 | 56.00  | 40,000  |
| Overlook                                 | 76   | 63.00         |             |                 | 60.20  | 55,600  |
| HL Hotel                                 | 30   |               |             |                 | 16.80  | 12,000  |
| HL Hotel                                 |  |               | 150.00      | 200.00          | 15.63  | 11,250  |
| OL Hotel                                 |  |               | 200.00      | 200.00          | 20.83  | 15,000  |
| Total                                    |  |               |             |                 | 255.70 | 195,450 |
| Available                                |  |               |             |                 | 240.00 |         |
| Shortfall                                |  |               |             |                 | 15.70  |         |
| Units                                    | 391.5  |               | 116.67      |                 |        |         |
| Total Units                              |  |               | 508.17      |                 |        |         |
| Notes                                    | 1. This table shows "Available" and "Shortfall" based on Summit's 15 shares alone (for Ac-Ft) and on HL1 and HL2 (without Cobabe). |               |             |                 |        |         |

# **EXHIBIT D**

**TO THE  
MASTER ANNEXATION AND DEVELOPMENT AGREEMENT  
SUMMIT POWDER MOUNTAIN DEVELOPMENT PROJECT**



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

# State of Utah

DEPARTMENT OF NATURAL RESOURCES  
Division of Water Rights

MICHAEL R. STYLER  
Executive Director

KENT L. JONES  
State Engineer/Division Director

EH 3163734 PG 48 OF 344

## REISSUED ORDER OF THE STATE ENGINEER For Exchange Application Number 35-12848 (E5382)

Exchange Application Number 35-12848 (E5382), in the name of Summit Mountain Holding Group, LLC, was filed on April 8, 2014, to exchange 400.00 acre-feet (af) of water as evidenced by Water Right Numbers 35-7397 (A10989) and 35-827 (A27608) owned by the U.S. Bureau of Reclamation and a contract (Number 77601) for its use with Weber Basin Water Conservancy District. The 400.00 acre-feet of water is to be released from Pineview Reservoir and, in lieu thereof, 400.00 acre-feet of water will be diverted from: (1) Well - South 1195 feet and East 2035 feet from the NW Corner of Section 8, T7N, R2E, SLB&M (12-inch well, 500 - 1000 feet deep); (2) Well - South 4500 feet and West 1250 feet from the NE Corner of Section 1, T7N, R1E, SLB&M (existing 12-inch well, aka Cobabe Well); (3) Spring - South 1380 feet and East 2970 feet from the NW Corner of Section 7, T7N, R2E, SLB&M (Lefty Spring); (4) Spring - South 1400 feet and West 1750 feet from the NE Corner of Section 1, T7N, R1E, SLB&M (Pizzel Spring #2); (5) Well - North 1437 feet and East 1548 feet from the S $\frac{1}{4}$  Corner of Section 6, T7N, R2E, SLB&M (existing 14-inch, 1600 feet deep, constructed in 2013, aka Hidden Lake Well); (6) Spring - South 4500 feet and West 1250 feet from the NE Corner of Section 1, T7N, R1E, SLB&M (Pizzel Spring #3); (7) Spring - South 400 feet and West 2550 feet from the NE Corner of Section 1, T7N, R1E, SLB&M (Pizzel Spring #1); (8) Well - North 1160 feet and East 575 feet from the SW Corner of Section 5, T7N, R2E, SLB&M (12-inch well, 1000 - 1600 feet deep); (9) Well - North 1487 feet and East 1548 feet from the S $\frac{1}{4}$  Corner of Section 6, T7N, R2E, SLB&M (existing 12-inch well, 1800 - 2500 feet deep); (10) Well - South 1140 feet and East 2150 feet from the NW Corner of Section 1, T7N, R1E, SLB&M (12-inch well, 500 - 1000 feet deep); and (11) Well - North 400 feet and West 1350 feet from the SE Corner of Section 5, T7N, R2E, SLB&M (12-inch well, 2000 - 2500 feet deep). The water is to be used for year-round municipal purposes within the service area of Powder Mountain Water & Sewer District.

Notice of the exchange application was published in the Standard Examiner on April 24 and May 1, 2014, and protests were received from Cache County Corp, Dan Harris, Garden of Eden Ranch, Eden Water Works Company, Wellsville East Field Irrigation Company, South Cache Water Users, Wellsville Mendon Conservation District, Elkhorn LLC, Four Mile Ranch, Inc., Brent D. Parker, Barbara L. Hanson, Bar B Ranch Inc., Eden Water Works Company, Middle Fork Irrigation Company, Wolf Creek Irrigation Company (WCIC), Wolf Creek Water and Sewer Improvement District, Kirk S. Langford, PacifiCorp, Green Hills Water and Sewer District, Ann Whitehead, Pineview West Water Company, Ogden City Public Utilities, Debra Bingham/Kerry Fuller/Jason Fuller/Shanna Francis, and Tyler M. and Courtney Rasley, John F. Kimball Jr. (late protest), and Donald S. Winters (late protest). A hearing was held on July 8, 2014.

The State Engineer approved Exchange Application Number 35-12848 (E5382) by conditioned Order on July 31, 2015. It was brought to our attention by both the applicant and a representative of some of the protestants that the approval language may be somewhat ambiguous relating to when water could be diverted and to what extent mitigation was required. The State Engineer agreed and has reissued his decision to help clarify the Order.

The applicant asserts that this application is filed to replace Exchange Application E4715, which was approved on November 3, 2006. This new application was filed to correct, modify, and remove some points of diversion listed on E4715. The applicant asserts that no more water will be diverted under this application than was approved under E4715 and the impact on other water rights in the area will be the same as currently approved. The Hidden Lake Well was constructed in 2013 and it is desired to use that well under this application.

To summarize the protests to this application: (1) those in Cache County assert that wells located near the topographic surface divide will be drilled into geologic formations that extend north and will divert water that is tributary to Cache Valley sources; and (2) those in Ogden Valley assert that if water is diverted as proposed interference to their water rights will occur because water released from Pineview Reservoir as proposed to complete the exchange of water will not replace water diverted from sources up-gradient of the reservoir. Therefore, parties on both sides of the surface drainage divide believe their rights will be impaired.

Separate professionals hired by the applicant and protestants produced opposing hydrogeologic reports. These reports analyze the geologic setting and how it affects groundwater flow but arrive at differing conclusions. In December 2014, the Hidden Lake Well was pumped for fourteen days and various sources monitored in an effort to better understand the aquifer. At the conclusion of the pumping and monitoring, the professionals analyzed the data obtained and rendered opposing interpretations of the results of the test.

The State Engineer has consulted with the Utah Geological Survey (UGS) for help in understanding the hydrogeologic framework. Their analysis concludes that some water at the location of the Hidden Lake Well is tributary to the Bear River hydrologic system. The percentage of water diverted from the Hidden Lake Well tributary to the Bear River System is not able to be determined with precision. UGS estimates that, depending on the volume of water diverted, 24% to 37% of the volume of water diverted from the Hidden Lake Well may have otherwise flowed to Cache Valley sources. The State Engineer is of the opinion that at the anticipated flow rate 30% is a reasonable estimate of the water diverted that would naturally be tributary to the Cache Valley drainage. This value of 30% will be used for administration purposes until additional, scientifically derived, substantiated data is obtained or submitted to and approved by the State Engineer to alter this finding.

Practically, the State Engineer's finding that a diversion of water under this application has impact to both the Weber and Bear Rivers necessitates a condition of approval unforeseen when the application was filed. Utah Code Section 73-3-20(1), which governs "exchange applications" and under which E5382 was filed, provides:

*Upon application in writing and approval of the State Engineer, any appropriated water may, for the purpose of preventing waste and facilitating distribution, be turned from the channel of any stream or any lake or other body of water, into the channel of any natural stream or natural body of water or into a reservoir constructed across the bed of any natural stream, and commingled with its waters, and a like quantity less the quantity lost by evaporation and seepage may be taken out, either above or below the point where emptied into the stream, body of water or reservoir. In so doing, the original water in such stream, body of water, or reservoir must not be deteriorated in quality or diminished in quantity for the purpose used, and the additional water turned in shall bear its share of the expense of maintenance of such reservoir and an equitable proportion of the cost of the reservoir site and its construction. (Emphasis supplied).*

Since replacement water is being proposed to be provided from storage in Pineview Reservoir, diversions under this exchange application may only occur if no replacement water is needed to satisfy existing rights above Pineview Reservoir within the Weber River drainage and on the Bear River above the Great Salt Lake. It is unlikely that there are and will be any significant periods of time where a diversion of water from the applicant's proposed source(s) will not interfere with an existing right on the Bear River before its termination at the Great Salt Lake. The Bear River tributaries and mainstem, which would be affected under this proposal, are regularly regulated and rights are curtailed due to a shortage of water to fulfill all rights. Accordingly, any diversion of water from the applicant's proposed underground points of diversion must include some compensating mechanism to the Cache Valley tributary drainage.

For the Hidden Lake Well, based on a determination that 30% of the water diverted from this well is water naturally tributary to the Bear River drainage, compensation could include releasing 30% of the water pumped from the Hidden Lake Well to the Cache Valley drainage or pumping at times when all rights on the Bear River and its tributaries downstream of the points of diversion are fully satisfied. As a practical matter, the applicant may need to secure the right(s) to use water within the Cache Valley hydrologic system (State Engineer's Area 25) and file an appropriate application(s) to utilize those rights to replace water to the Bear River for diversions under this application. If sufficient rights are obtained and change applications approved for use as mitigation or replacement water in the Bear River drainage, water may not have to be pumped and released from the Hidden Lake Well to compensate for impacts of that well.

Utah Code Section 73-3-20 (2)(a) states:

*The State Engineer may require an owner of an approved exchange application to provide: (i) information about the diversion works constructed; (ii) information about the extent to which the development under the exchange has occurred; or (iii) other information the State Engineer considers necessary to: (A) ensure the exchange is taking place; (B) establish that the owner still has a legal interest in*

REISSUED ORDER OF THE STATE ENGINEER

Exchange Application Number

35-12848 (E5382)

Page 4

E# 3163734 PG 51 OF 344

*the underlying right used as a basis for the exchange; or (C) determine the quantity of water being exchanged.*

In total there are seven wells being proposed as possible points of diversion under this application. The Hidden Lake Well was drilled in 2013 and is ready to be used. Five wells are yet to be constructed / drilled. The Cobabe Well is proposed as a point of diversion under this application and is an existing well currently being used under other rights by Powder Mountain Water and Sewer Special Service District. The six wells (excluding the Hidden Lake Well which has been evaluated at a 30% impact to the Bear River drainage) proposed to be used under this application could impact prior rights in the Bear River basin to an as yet undetermined amount. The impact could be similar to those estimated for pumping the Hidden Lake Well. A separate, similar evaluation to that already conducted for the Hidden Lake Well to determine any necessary mitigation to be provided to Bear River water right holders must be completed by the applicant when each well is drilled. The mitigation amount and plan for each individual well must be approved by the State Engineer. Water from any of the other six wells can be diverted only after these amounts and plans are approved. The State Engineer will establish a required water replacement schedule for each well after receipt of the mitigation plan and a determination of its sufficiency by the State Engineer<sup>1</sup>.

With regard to the interference concerns on the Ogden Valley side of the drainage, the State Engineer is of the opinion that there are times during each year when water can be diverted without interfering with senior water rights (primarily during the non-irrigation season and spring runoff period). Water diverted from wells can impact the hydrologic system in several ways - among them are reducing water discharging to springs and seeps and reducing underflows discharging from the system. Diverting water under exchange applications is allowed up-gradient of a reservoir when there is water available in the proposed source and senior water rights are not impaired. Hence, senior surface water rights must be satisfied prior to the applicant being able to divert water under this Exchange Application. An applicant may only divert water above a reservoir from which water is to be released to complete an exchange in a way such that no impairment of rights above the reservoir occurs. However, an applicant under an exchange can find ways to mitigate or replace the amount of water diverted that otherwise would be used by senior surface rights.

In the event that no mitigation/replacement water is supplied to down gradient senior surface water right owners above Pineview Reservoir within Weber County, the State Engineer has evaluated possible interference scenarios that could occur. The flow of Wolf Creek is made up of springs, seeps and small tributaries that are in close proximity to, or actually are, the sources being proposed to be used under this Exchange Application. The State Engineer believes if interference will occur with any of the Weber County protestants, it will manifest itself first in

---

<sup>1</sup> Some of the proposed wells are the same or in close proximity to wells proposed under applicant's previous Exchange Application E4715. Please note that in the time since Exchange Application E4715 was filed and approved, it has become clear that there are times when the exchange cannot occur because of intervening rights between the proposed points of diversion and the point of exchange. Neither diversion under this Exchange Application or under E4715 can occur to the detriment of existing rights.

REISSUED ORDER OF THE STATE ENGINEER

Exchange Application Number

35-12848 (E5382)

Page 5

EH 3163734 PG 52 OF 344

the flows of Wolf Creek. If interference does not occur on Wolf Creek, it is highly unlikely that other surface water rights will be impaired. Therefore, the State Engineer believes no diversion of water should be made under the subject exchange during times when WCIC water rights are not being fully satisfied.

WCIC owns Water Right Number 35-7188 which has a priority date of 1861. The Ogden River Decree provides a high flow rate of 20.0 cfs and a low flow rate of 9.85 cfs for this right. Flows of Wolf Creek enter an intake structure at a point North 2690 feet and East 855 feet from the S4 Corner, Section 15, T7N, R1E, SLB&M and can be measured at this point. No water shall be diverted under this exchange if the above identified flows are not available at that intake unless the applicant provides mitigation equal to its Ogden Valley tributary diversions under this application. The Ogden River Commissioner is responsible to determine the amount of water, based on the amount of water available to be diverted by WCIC and flows entering Pineview Reservoir, that may be diverted under this Exchange Application that can be replaced without causing impairment to senior rights.

It is the opinion of the State Engineer that this exchange application can be approved without adversely affecting existing rights if certain conditions are met. The applicant is put on notice that diligence must be shown in pursuing the development of this application, which can be demonstrated by the completion of the project as proposed in the exchange application.

It is, therefore, **ORDERED** and Exchange Application Number 35-12848 (E5382) is hereby **APPROVED** subject to prior rights and the following conditions:

- 1) The basis for this exchange right is a contract between the applicant and Weber Basin Water Conservancy District. This contract must be maintained for this exchange to remain valid. No water may be withdrawn under this application if a contract is not in effect.
- 2) Total diversion under this exchange application from all sources combined, whether for the municipal use proposed by the applicant or for water to be delivered as mitigation to the Bear River drainage, is limited to 400.00 acre-feet (af) of water per year.
- 3) The applicant(s) shall install and maintain measuring and totalizing recording devices to meter all water diverted from all sources pertaining to this application and shall annually report this data to the Division of Water Rights Water Use Program.
- 4) Inasmuch as this application seeks to divert water from numerous points of diversion, it is necessary that detailed information be provided to the State Engineer to show which sources of supply are actually developed and used and the extent of their usage under this application. Upon the submission of proof as required by Section 73-3-16, Utah Code, for this application, the



## REISSUED ORDER OF THE STATE ENGINEER

Exchange Application Number

35-12848 (E5382)

Page 6

applicant must identify every source of water used under this application and the amount of water used from that source. The proof must also show the capacity of the sources of supply and demonstrate that each source can provide the water claimed to be diverted under this exchange as well as all other Water Rights which may be approved to be diverted from those sources.

- 5) The water being exchanged shall be released from Pineview Reservoir into Ogden River as called for by the river commissioner. The applicant shall be responsible to pay all additional costs incurred by the river commissioner in administering this Exchange Application.
- 6) This approval grants diversion and use of water from the Hidden Lake Well after any compensating mechanism(s) to the Cache Valley tributary drainage have been approved by the State Engineer. For the Hidden Lake Well, this could include: releasing 30% of the pumped water to the Cache Valley drainage or pumping only at times when all rights on the Bear River and its tributaries downstream of the points of diversion are fully satisfied; or secure the right to use water pertinent to the Cache Valley hydrologic system (State Engineer's Area 25) and file an appropriate application to use that water to replace Bear River water diverted under this application. (There are other possible replacement mechanisms which may be available to the applicant.) The applicant's compensating mechanism(s) needs to be clearly identified and pertinent approvals obtained prior to diverting water from the Hidden Lake Well and/or any other wells developed under this application. The total amount of water pumped from wells under this Exchange Application, whether for replacement water or actual use, is limited to a total of 400.00 acre-feet.
- 7) Prior to diverting any water from the Cobabe Well or any of the other five unconstructed wells approved herein for use under this application, a plan acceptable to the State Engineer must be in place to determine the amount of water required to be released or obtained on the Cache Valley side to allow for the diversion of water from any of the approved wells. The applicant's compensating mechanism(s) needs to be clearly identified and pertinent approvals obtained prior to diverting water under this Exchange Application from any of the six wells.
- 8) After any administrative or judicial actions pertaining to the approval of this application are resolved, Exchange Application Number 35-11995 (E4715) will be considered **WITHDRAWN** because Exchange Application Number 35-12848 (E5382) has been filed to replace it.

- 9) The State Engineer believes if interference will occur with any of the Weber County protestants, it will manifest itself first in the flows of Wolf Creek. If interference is not encountered on Wolf Creek, it is highly unlikely that any other surface water rights will be impaired. Therefore, no diversion of water should occur under the subject exchange during times of the year when WCIC water rights are not being fully satisfied unless the applicant provides mitigation equal to its Ogden Valley tributary diversions under this application. If replacement water or other mechanisms are used to remedy impairment concerns related to WCIC's water rights, and other surface water right holders in the Ogden Valley can demonstrate impairment caused by diversion under this right; no diversion under this exchange will be allowed during those times of the year when the impaired rights are not being satisfied.
- 10) All wells used as public water supply wells are regulated by the Utah Division of Drinking Water. Plans for the construction of new wells must be reviewed and approved by the Division of Drinking Water prior to any drilling or construction activity being commenced. The approval of this Water Right application does not constitute approval of the well for use as a public water supply by the Division of Drinking Water. Applicants are advised to contact the Division of Drinking Water at 801-536-4200 to review applicable standards and for information about approval of a source of supply for public use.
- 11) As noted, this approval is granted subject to prior rights and authorizes no impairment of existing intervening rights. The applicant may through agreement mitigate or provide compensation for any impairment at the discretion of the impaired party.
- 12) This approval is limited to the rights to divert and beneficially use water and does not grant any rights of access to, or use of land or facilities not owned by the applicant.

Inasmuch as this application proposes to divert water from a surface source, the applicant is required to contact the Stream Alteration Section of the Division of Water Rights at 801-538-7240 to obtain a Stream Alteration permit in addition to this Exchange Application.

The applicant is strongly cautioned that other permits may be required before any development of this application can begin and it is the responsibility of the applicant to determine the applicability of and acquisition of such permits. Once all other permits have been acquired, this is your authority to develop the water under the above referenced application which under Sections 73-3-10 and 73-3-12, Utah Code Annotated, 1953, as amended, must be diligently prosecuted to completion. The water must be put to beneficial use and proof must be filed on or before July 31, 2020, or a request for extension of time must be acceptably filed; otherwise the application will be lapsed.

REISSUED ORDER OF THE STATE ENGINEER

EH 3163734 PG 55 OF 344

Exchange Application Number  
35-12848 (E5382)

Page 8

Under the authority of Section 73-3-20 of the Utah Code, the applicant is required to submit a proof of diversion and beneficial use of water upon 60 days notification by the State Engineer. The proof shall be in the same form and contain the same elements as required for appropriation or permanent change of water under Section 73-3-16 of the Utah Code Annotated.

Proof of beneficial use is evidence to the State Engineer that the water has been fully placed to its intended beneficial use. By law, it must be prepared by a registered engineer or land surveyor, who will certify to the location, uses and extent of your Water Right.

Upon the submission of proof as required by Section 73-3-16, Utah Code, for this application, the applicant must identify every source of water used under this application and the amount of water used from that source. The proof must also show the capacity of the sources of supply and demonstrate that each source can provide the water claimed to be diverted under this right as well as all other Water Rights which may be approved to be diverted from those sources.

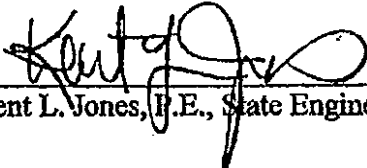
Failure on your part to comply with the requirements of the applicable statutes may result in the lapsing of this exchange application.

**It is the applicant's responsibility to maintain a current address with this office and to update ownership of their Water Right. Please notify this office immediately of any change of address or for assistance in updating ownership.**

Your contact with this office, should you need it, is with the Weber River/Western Regional Office. The telephone number is 801-538-7240.

This Order is subject to the provisions of Administrative Rule R655-6-17 of the Division of Water Rights and to Sections 63G-4-302, 63G-4-402, and 73-3-14 of the Utah Code which provide for filing either a Request for Reconsideration with the State Engineer or an appeal with the appropriate District Court. A Request for Reconsideration must be filed with the State Engineer within 20 days of the date of this Order. However, a Request for Reconsideration is not a prerequisite to filing a court appeal. A court appeal must be filed within 30 days after the date of this Order, or if a Request for Reconsideration has been filed, within 30 days after the date the Request for Reconsideration is denied. A Request for Reconsideration is considered denied when no action is taken 20 days after the Request is filed.

Dated this 19<sup>th</sup> day of August, 2015.

  
Kent L. Jones, P.E., State Engineer

REISSUED ORDER OF THE STATE ENGINEER  
Exchange Application Number  
35-12848 (E5382)  
Page 9

EH 3163734 PG 56 OF 344

Mailed a copy of the foregoing Order this 19<sup>th</sup> day of August, 2015 to:

Summit Mountain Holding Group, LLC  
3632 North Wolf Creek Drive  
Eden, UT 84310

John F. Kimball Jr.  
PO Box 60  
Huntsville, UT 84317-0060

Donald S. Winters  
7038 East 1900 North  
Eden, UT 84310

Cache County Corp  
199 N. Main Street  
Logan, UT 84321

Dan Harris  
PO Box 535  
Eden, UT 84310

Garden of Eden Ranch  
c/o Kristin Hinckley Yeager  
3471 E. Washington Dam Road  
Washington, UT 84780-8369

Eden Water Works Company  
PO Box 13  
Eden, UT 84310

Wellsville East Field Irrigation Company  
c/o Scott Leishman  
PO Box 118  
Wellsville, UT 84339-9341

South Cache Water Users  
c/o Thomas Bailey  
PO Box 118  
Wellsville, UT 84339-9341

REISSUED ORDER OF THE STATE ENGINEER  
Exchange Application Number  
35-12848 (E5382)  
Page 10

EH 3163734 PG 57 OF 344

Wellsville Mendon Conservation District  
PO Box 70  
Wellsville, UT 84339

Elkhorn LLC  
c/o Aleta Cobabe  
PO Box 480  
Eden, UT 84310

Four Mile Ranch, Inc.  
c/o Kay K. Samples, President  
PO Box 150886  
Ogden, UT 84415

Brent D. Parker  
2953 West 6900 South  
Wellsville, UT 84339

Barbara L. Hanson  
6805 East 1900 North  
Eden, UT 84310

Holland & Hart  
c/o Jody L. Williams  
for Bar B Ranch, Inc; Eden Water Works Company; Middle Fork Irrigation Company; Wolf  
Creek Irrigation Company; and Wolf Creek Water and Sewer Improvement District  
222 South Main Street, Suite 2200  
Salt Lake City, UT 84101

Kirk S. Langford  
PO Box 600  
Eden, UT 84310

PacifiCorp  
c/o Claudia Condor, Water Rights Administrator  
1407 West North Temple  
Salt Lake City, UT 84116

Green Hills Water and Sewer District  
c/o Gary Hebert, Board Member  
PO Box 453  
Huntsville, UT 84317-9652

REISSUED ORDER OF THE STATE ENGINEER  
Exchange Application Number  
35-12848 (E5382)  
Page 11

EH 3163734 PG 58 OF 344

Ann Whitehead  
6728 East 1900 North  
Eden, UT 84310

Pineview West Water Company  
c/o Peter Turner, President  
787 N. Highway 158  
Eden, UT 84310-9620

Ogden City Public Utilities  
c/o Kenton Moffett, Public Utilities Manager  
133 West 29th Street  
Ogden, UT 84401

Debra Bingham/Kerry Fuller/Jason Fuller/Shanna Francis  
c/o Shanna Fuller Francis  
4609 E. Creekview Drive  
Eden, UT 84310

Tyler M. and Courtney Rasley  
7083 East 1900 North  
Eden, UT 84310

Weber Basin Water Conservancy District  
2837 East Highway 193  
Layton, UT 84040

Cole Panter, River Commissioner  
PO Box 741  
Ogden, UT 84402

Utah Division of Drinking Water  
PO Box 144830  
Salt Lake City, UT 84114-4830

Division of Water Rights  
Distribution Section  
c/o Ben Anderson  
OGDEN RIVER

Division of Water Rights  
Stream Alteration Section

BY:

  
Sonia R. Nava, Applications/Records Secretary

# **EXHIBIT E**

**TO THE  
MASTER ANNEXATION AND DEVELOPMENT AGREEMENT  
SUMMIT POWDER MOUNTAIN DEVELOPMENT PROJECT**

**Settlement Agreement  
Summit Mountain Holding Group  
Exchange E5382**



## SETTLEMENT AGREEMENT

### SUMMIT MOUNTAIN HOLDING GROUP EXCHANGE E5382

This Settlement Agreement (this "Agreement") is made and entered into this <sup>21<sup>st</sup></sup> day of January, 2016 (the "Execution Date"), by and among Summit Mountain Holding Group, LLC, a Utah limited liability company ("Summit"), Bar B Ranch, Inc., a Utah corporation ("Bar B"), Eden Water Works Company, a Utah nonprofit corporation ("Eden Water"), Middle Fork Irrigation Company, a Utah nonprofit corporation ("Middle Fork"), Wolf Creek Irrigation Company, a Utah nonprofit corporation ("WCIC") and Wolf Creek Water and Sewer Improvement District, a Utah improvement district ("Wolf Creek District"). Bar B, Eden Water, Middle Fork, WCIC and Wolf Creek District are sometimes collectively referred to herein as the "Protestants." Each of the Protestants and Summit may sometimes be referred to individually as a "Party" and the Protestants and Summit may sometimes be referred to collectively as the "Parties."

#### RECITALS

A. On April 8, 2014, Summit filed Exchange Application No. E5382 (35-12848) (the "Exchange") with the Utah Division of Water Rights (the "Division") seeking approval from the Utah State Engineer to develop 400 acre-feet of water for municipal use from seven underground well points of diversion and four springs to be replaced by the release of up to 400 acre-feet of water from Pineview Reservoir under the Exchange. The Pineview Reservoir water that is the source of the replacement water under the Exchange is based upon a contract (the "Weber Basin Contract") between Summit and Weber Basin Water Conservancy District ("Weber Basin"). Summit requested that previously approved Exchange Application No. E4715 (35-11995), also based upon the Weber Basin Contract, be withdrawn and replaced by the Exchange upon its approval.

B. Water developed under the Exchange is intended to supply Summit's resort development (the "Development") at Powder Mountain. As Summit develops sources under the Exchange needed to serve the Development, it will transfer the developed sources and portions of the Exchange to the Powder Mountain Water and Sewer Improvement District, a Utah improvement district (the "Powder Mountain District"). The Powder Mountain District will deliver the water made available under the Exchange to the Development through infrastructure constructed by Weber County or Summit and transferred to the Powder Mountain District and pursuant to the terms and conditions of a development agreement being negotiated between Summit and the Powder Mountain District.

C. Of the seven underground points of diversion listed in the Exchange, two are existing wells. Underground point of diversion #6, the "Hidden Lake Well," was drilled by Summit in 2013, and has a production yield of 120 gallons per minute (the "Production Yield") that has been approved by the Utah Division of Drinking Water (the "DDW"). Underground point of diversion #1, the "Cobabe Well," is owned by the Powder Mountain District.

D. The Protestants timely protested the Exchange claiming that water diverted under the Exchange would impermissibly interfere with their senior vested water rights in the Weber River drainage located downgradient from the Exchange points of diversion and upgradient from Pineview Reservoir. Other parties protested the Exchange, including parties located in the Bear River drainage (the "Cache Protestants"). Both the Protestants and the Cache Protestants claimed that some of the water pumped from the Hidden Lake Well would be withdrawn from the Bear River drainage and could not be replaced from Pineview Reservoir under the Exchange. The Powder Mountain District did not protest the Exchange and was not a party in the administrative proceedings for the Exchange.

E. The Division held a hearing on the Exchange on July 8, 2014 at which Summit, the Protestants, the Cache Protestants, and others presented arguments and hydrogeological testimony. Subsequent to the hearing, the Parties filed numerous supplements to the administrative record for the Exchange.

F. Summit conducted a pump test at the Hidden Lake Well in December of 2014 to determine if impacts to the Protestants' and the Cache Protestants' water rights would occur from pumping the Hidden Lake Well. Subsequent to the pump test, the Parties and others evaluated the data and filed additional supplemental reports in the administrative record for the Exchange.

G. Beginning in the fall of 2014, the Utah Geological Survey (the "UGS") conducted an investigation into the hydrogeology of the Powder Mountain area in the vicinity of the Hidden Lake Well. The UGS examined baseflow of springs and streams discharging into Cache Valley and Ogden Valley, sampled water chemistry and stable isotopes, examined geology and later analyzed data from Summit's pump test. The UGS presented its interim findings to the Utah State Engineer in early 2015 but has not yet finalized its report.

H. In July of 2014 and July of 2015, WCIC and the Powder Mountain District entered into Out of Priority Water Diversion Agreements authorizing the Powder Mountain District to divert water out of priority under its junior water rights during the irrigation season without interfering with WCIC's early priority Water Right No. 35-7188 for the diversion and use of water from Wolf Creek for irrigation purposes (the "WCIC Water Right") in return for payment to WCIC to forebear the diversion of water under certain WCIC shares.

I. On July 31, 2015, the Utah State Engineer approved the Exchange with conditions. With respect to conditions relating to the Protestants, the State Engineer determined that if interference to the Protestants' water rights occurred from Summit's diversion of water under the Exchange, it would be manifest first in the flows of Wolf Creek, and no diversion of water should be made under the Exchange when WCIC's water rights are not being fully satisfied. The State Engineer also determined that there are times during the year when water can be diverted without interfering with water rights of the Protestants and other senior water rights, and that those times primarily occur during the non-irrigation season and spring runoff period.

J. The Utah State Engineer also conditioned approval of the Exchange on mitigation by Summit for interference to water rights in the Bear River drainage. The Hidden Lake Well

was evaluated to have a 30% interference impact to the Bear River drainage. The remaining six underground points of diversion described in the Exchange (including the Cobabe Well) have not been evaluated and are required to be evaluated to determine necessary mitigation to be provided to the Bear River drainage when each well is drilled. Water under the Exchange cannot be diverted from any of the underground well points of diversion in the Exchange until they have been evaluated and a mitigation plan for each individual well approved by the State Engineer. This Agreement does not cover any of the required mitigation to the Bear River side of the drainage divide.

K. On August 19, 2015, at the request of Summit and the Protestants, the State Engineer reissued his Order (the "Order") conditionally approving the Exchange but making no changes to his determination that mitigation to the Bear River drainage and Wolf Creek in the Weber River drainage was required for Summit's diversions of water under the Exchange. Various Requests for Reconsideration of the Order were timely filed but considered denied as a result of inaction on them by the State Engineer 20 days after the Requests were filed.

L. In August of 2015, Summit, WCIC and the Powder Mountain District negotiated an Out of Priority Water Diversion Agreement (3 Acre-Foot) (the "3 Acre-Foot Agreement") for the Powder Mountain District to serve up to 6 residences to be constructed by Summit in return for granting an easement to Lefty's Springs to WCIC and payment of Eighty-Five Thousand and No/100 Dollars (\$85,000.00) to WCIC; however, the conditions precedent to the 3 Acre-Foot Agreement were not fulfilled and it did not become effective.

M. Subsequent to the issuance of the Order, the Protestants and Summit negotiated a settlement to the issues raised by the Exchange and the Order specific to the Weber River side of the drainage divide. WCIC took the lead for the Protestants in the negotiations, and all of the Protestants approved the settlement.

N. For purposes of negotiating the Parties' settlement, Summit and WCIC agreed that the critical period during which Summit must provide mitigation to WCIC is four months during the irrigation season, approximately between June 15th and October 15th (the "Critical Mitigation Period"), although climatic and hydrologic conditions vary each year.

O. On October 9, 2015, the Parties executed a Memorandum of Understanding Re: Exchange E5382 (the "MOU") to outline their agreement in principle and to document the critical points agreed to by them in settling their disputes over the Exchange.

P. Paragraph 2 of the MOU states the agreement of the Parties to not file an action for judicial review of the Order upon the execution of the MOU.

### AGREEMENT

NOW THEREFORE, in full and complete settlement of all disputes, protests and claims among the Parties arising out of the Exchange, the Protestants' protests to the Exchange, and the Order, and in consideration of the foregoing recitals, the mutual covenants, promises and

agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. No Judicial Review of the Order. The Parties represent that in good faith reliance on the MOU, they have not commenced an action to seek judicial review of the Order, and that the time within which to seek judicial review has now run and the Order is final.

2. Incorporation of Recitals, Definitions and Exhibits. The Parties agree that the Recitals to this Agreement set forth above, including without limitation, the definitions of capitalized terms set forth therein, and the Exhibits to this Agreement are true and correct, and incorporated herein by this reference.

3. Condition Precedent to Effectiveness of Agreement. The Parties acknowledge that except for Section 1 above, which contains a provision that is intended to be binding and fully enforceable upon the Execution Date, a condition precedent to this Agreement (the "Condition Precedent") is the acquisition by Summit of a minimum of 15 shares of stock in WCIC (the "Initial Mitigation Shares"). The Condition Precedent may be waived by Summit in its sole and absolute discretion, in the event that Summit is unable to acquire any or all of the Initial Mitigation Shares, by Summit providing written notice to the other Parties. In the event of such a written waiver, the Parties will pursue the alternate mitigation as provided in Section 15 below. This Agreement will become effective (the "Effective Date") on either (i) the date that Summit acquires the last of the Initial Mitigation Shares; or (ii) the date that Summit provides written notice to the other Parties of its decision to waive the Condition Precedent.

4. Acquisition of WCIC Stock by Summit. Acquisition by Summit of the Initial Mitigation Shares is the cornerstone of Summit's mitigation for the first 200 acre-feet of annual underground water diverted under the Exchange. Nothing in this Agreement will limit Summit's acquisition of WCIC shares to only the Initial Mitigation Shares. Following Summit's acquisition of any shares of stock in WCIC, Summit or its designee shall remain a WCIC shareholder and pay all assessments as levied by WCIC against the shares the same as any other irrigating (farming) shareholder. Consistent with WCIC's Amended Bylaws, Summit will not attempt to divert and use any water under any WCIC shares it acquires, including the Initial Mitigation Shares, from an underground well or outside the existing certificated place of use of the WCIC Water Right. WCIC and Summit agree that Summit's use of WCIC shares for mitigation as set forth herein is not inconsistent with WCIC's Amended Bylaws.

a. WCIC's Actions. WCIC will use its best efforts to help facilitate Summit's acquisition of the Initial Mitigation Shares through the following actions: dissemination of information regarding the executed MOU and this Agreement and the Parties' intention to settle their disputes arising out of the Exchange; discussions at the annual WCIC shareholders' meeting held in November of 2015; and providing Summit with WCIC's most recent shareholder list, including names and contact information of shareholders. WCIC shall not be required to contact individual WCIC shareholders or attend public meetings on Summit's behalf. Upon Summit's acquisition of the Initial Mitigation Shares and any additional WCIC shares and Summit's surrender of such endorsed shares to WCIC, WCIC, in its ordinary course of business and in conformance with its Bylaws, shall issue a new certificate or certificates in the name of Summit or Summit's designee. WCIC will transfer title to such shares upon the same

terms as WCIC would transfer title to any other shareholder acquiring WCIC shares and will not impose additional transfer requirements on Summit.

b. Summit's Actions. Summit will use its best efforts to timely acquire the Initial Mitigation Shares and surrender such shares to WCIC for transfer to Summit. Such efforts may include, without limitation and in Summit's sole discretion, communications with WCIC shareholders via telephone or in person, or other solicitation, either directly or through its agents. Negotiations to acquire WCIC shares shall be at prices and on terms acceptable to Summit and the individual WCIC shareholders from which Summit acquires WCIC shares.

c. Voting Rights Eliminated for Shares Used for Mitigation. Summit will not object to a change in WCIC's Articles of Incorporation and Amended Bylaws eliminating voting rights for WCIC shares used for mitigation.

5. Payment to WCIC by Summit. Summit shall pay Eighty-Five Thousand and No/100 Dollars (\$85,000.00) to WCIC within seven (7) days of the Effective Date of this Agreement.

6. Grant of Lefty's Springs Monitoring Easement to WCIC by Summit. Within seven (7) days of the Effective Date of this Agreement, Summit shall grant to WCIC permanent easements to provide perpetual access to and from the existing monitoring device (the "Protestants' Existing Monitoring Device") located on Lower Lefty's Springs and to and from a new monitoring device (the "New WCIC Monitoring Device") to monitor the flows of Lefty's Springs at a point yet to be determined by WCIC. The Protestants' Existing Monitoring Device and the New WCIC Monitoring Device are collectively referred to herein as the "Monitoring Facilities." The granted easements shall also include rights for the installation, operation, maintenance, repair, and replacement of the Monitoring Facilities. The easements to be granted by Summit shall be substantially in the form of the Easement Agreement attached as Exhibit A to this Agreement (the "Lefty's Springs Monitoring Easement Agreement"). The Lefty's Springs Monitoring Easement Agreement shall be recorded in the office of the Weber County Recorder and indexed against land owned by Summit and/or a Summit affiliate, as appropriate. WCIC will timely provide to Summit all data obtained from the Monitoring Facilities, and the Monitoring Facilities will be added to the sources monitored under the Monitoring Plan that is defined and described in Section 13 of this Agreement.

7. Installation of Monitoring Device by Summit. Prior to the end of 2016, Summit will at its cost install a new monitoring device to monitor the flows of Lefty's Springs (the "Summit Monitoring Device"). The Summit Monitoring Device will be owned by Summit. The location, design, and installation of the Summit Monitoring Device shall be acceptable to WCIC. Summit will timely provide to WCIC all data obtained from the Summit Monitoring Device, and the Summit Monitoring Device will be added to the sources monitored under the Monitoring Plan that is defined and described in Section 13 of this Agreement.

8. Termination of 3 Acre-Fect Agreement. Summit and WCIC agree to execute the "Termination Agreement" attached as Exhibit B to this Agreement on or before the Effective Date and agree to cooperate to obtain the signature of the Powder Mountain District to such Termination Agreement.

9. Withdrawal of Underground Point of Diversion #7 from the Exchange. Within seven (7) days after the Effective Date of this Agreement, and as mitigation to all of the Protestants, and specifically to Bar B, Eden Water, Middle Fork and the Wolf Creek District as well as to WCIC, Summit will file written notice at the Division withdrawing underground Point of Diversion #7 from the Exchange. Point of Diversion #7 is described more particularly in the Exchange as having a Public Land Survey (PLS) description of South 1195 feet and East 2035 feet from the Northwest corner of Section 8, Township 7 North, Range 2 East, Salt Lake Base & Meridian (SLB&M).

10. Additional Development Under the Exchange. Summit may fully utilize the Hidden Lake Well to the extent of the approved Production Yield and will drill and develop underground Point of Diversion #5 as described in the Exchange. Underground Point of Diversion #5 (the "Hidden Lake Well #2") is described more particularly in the Exchange as having a Public Land Survey (PLS) description of North 1487 feet and East 1548 feet from the South quarter corner of Section 6, Township 7 North, Range 2 East, Salt Lake Base & Meridian (SLB&M) with a depth of from 1800 to 2500 feet.

a. Production Yield of Hidden Lake Well #2 Equal To or Greater Than Production Yield of Hidden Lake Well. Provided that (i) the Hidden Lake Well #2 has a Production Yield that is equal to or greater than the Production Yield of the Hidden Lake Well; and (ii) the State Engineer has approved the mitigation plan for the Bear River drainage required by the Order, Summit will suspend any further well drilling or spring development under the Exchange on the Weber River side of the drainage divide and will conduct exploration and development efforts on the Bear River side of the drainage divide as described in Section 11 of this Agreement.

b. Production Yield of Hidden Lake Well #2 Less Than Production Yield of Hidden Lake Well. In the event that the Production Yield of the Hidden Lake Well #2 is not equal to or greater than the Production Yield of the Hidden Lake Well, Summit may in its discretion conduct further exploration and development efforts under the Exchange on the Weber River side of the drainage divide until the Production Yield of the Hidden Lake Well #2 and the Production Yield of any additional wells developed under the Exchange when combined is equal to or greater than the Production Yield of the Hidden Lake Well. Following approval of the mitigation plan for the Bear River drainage for the developed sources as required by the Order, Summit will suspend any further well drilling or spring development under the Exchange on the Weber River side of the drainage divide and will conduct exploration and development efforts on the Bear River side of the drainage divide as set forth in Section 11 of this Agreement. Provided, however, even if the Production Yield of the Hidden Lake Well #2 is not equal to or greater than the Production Yield of the Hidden Lake Well, Summit may in its discretion suspend any further source development under the Exchange on the Weber River side of the drainage divide and conduct exploration and development efforts on the Bear River side of the drainage divide.

c. Point of Diversion #3. As additional mitigation to Bar B, Eden Water, Middle Fork and the Wolf Creek District, Summit agrees that underground Point of Diversion #3 as described in the Exchange shall be the last point of diversion it will explore or develop under the Exchange. Underground Point of Diversion #3 is described more particularly in the Exchange as having a Public Land Survey (PLS) description of North 400 feet and West 1350

feet from the Southeast corner of Section 5, Township 7 North, Range 2 East, Salt Lake Base & Meridian (SLB&M) with a depth of from 2000 to 2500 feet.

11. Water Rights Development in the Bear River Drainage. Prior to March 1, 2016, Summit will identify points of diversion on the Bear River side of the drainage divide it may pursue for a water supply to its Development (the "Bear River PODs"). After identifying the Bear River PODs, Summit will promptly notify the Protestants of its intent to file applications with the Division to develop the Bear River PODs and provide the Protestants with the locations of the Bear River PODs. Protestants will timely review the Bear River PODs and advise Summit as to which, if any, it may protest, providing reasons therefor. If Summit decides to file an application or applications with the Division including Bear River PODs that the Protestants indicated they would protest, Summit may in its discretion file such application(s) and prosecute the applications to a decision of the State Engineer, and the Protestants may protest the application(s). The Protestants will not protest applications containing only Bear River PODs to which they did not object. If it is reasonably and economically practicable after Summit has developed the Hidden Lake Well and the Hidden Lake Well #2, Summit will acquire sufficient water rights and develop sufficient sources in the Bear River drainage to supply the remaining water for the Development.

12. Establishment of a Mutually Agreeable Buffer Zone. The Parties will make a good faith attempt to establish a mutually agreeable buffer zone for drilling wells on the Bear River side of the drainage divide based on established hydrogeologic boundaries (the "Buffer Zone"). However, success in establishing the Buffer Zone is not a prerequisite to Summit filing an application or applications or developing sources under such application(s) that are located on the Bear River PODs.

13. Long Term Monitoring of Sources and Uses. Within six (6) months of the Effective Date, the Parties will develop a long-term monitoring plan (the "Monitoring Plan") to monitor sources developed by Summit and certain other undeveloped sources in both the Weber River and Bear River drainages. The monitoring plan will be mutually acceptable to the Parties, the State Engineer, and the Powder Mountain District. In addition to sources yet to be developed in the Weber River drainage and the Bear River drainage, the Monitoring Plan will include without limitation, Lefty's Springs (the Monitoring Facilities and the Summit Monitoring Device and any other device installed to monitor or divert water from Lefty's Springs), the Hidden Lake Well, the Hidden Lake Well #2, the Exploration Well #2, Pizzel Springs, the Cobabe Well, the existing flume located at WCIC's point of diversion for the WCIC Water Right, the flume located at the Warm Spring and other sources used to supply the water rights of the Protestants and the Powder Mountain District. In addition to monitoring the sources of the Parties and the Powder Mountain District, the Parties' uses of water from the monitored sources will be monitored and included in the Monitoring Plan. The data and water use information obtained under the Monitoring Plan will be provided to each of the Parties as set forth in the Monitoring Plan, but on no less than a quarterly basis. Where practical and economically feasible, the Parties will provide their data and water use information to each other on a real-time basis.

14. Summit's Mitigation for the First 200 Acre-Feet of Water under the Exchange. Summit shall at its option mitigate for the first 200 acre-feet of its annual underground water diversion under the Exchange either (i) by acquiring, owning and forbearing use of the Initial

Mitigation Shares together with constructing a 20 acre-foot reservoir (the "First Storage Reservoir") in which a portion of the water available for diversion under the Initial Mitigation Shares will be stored and released to WCIC annually as set forth in this Section 14, or (ii) through alternate mitigation as set forth in Section 15 of this Agreement. Mitigation for Summit's development of surface sources under the Exchange, identified as Surface Points of Diversion #1 through #4, may not be accomplished pursuant to this Section and must be accomplished pursuant to Section 22 hereof.

a. Mitigation for Development of First 150 Acre-Foot. To compensate other WCIC shareholders for Summit's diversion and year-round use of the first 150 acre-feet of underground water diverted under the Exchange, Summit will not call for delivery of its pro-rata allotment of water under the Initial Mitigation Shares when water is being diverted and delivered to Summit's Development pursuant to the Exchange, subject to Section 18 of this Agreement. During the period of Summit's forbearance of use of water under the Initial Mitigation Shares, WCIC will allocate and deliver Summit's pro-rata allotment of water to WCIC's other shareholders taking delivery of water through WCIC's pressurized system. The Parties agree that Summit's forbearance of use of the Initial Mitigation Shares is complete and full mitigation for the first 150 acre-feet of underground water developed under the Exchange.

b. Mitigation for Development of Next 50 Acre-Foot (151 Acre-Foot to 200 Acre-Foot) for a Total of the First 200 Acre-Foot Under the Exchange. Prior to Summit's commencement of construction of any part of Summit's Development that will require a water supply in excess of the first 150 acre-feet of water under the Exchange, Summit shall complete construction of the First Storage Reservoir and make it available for WCIC's use during the year that Summit first uses more than 150 Acre-Foot of water under the Exchange. However, in any event, Summit shall complete construction of the First Storage Reservoir no later than September 30, 2021 such that it is available for WCIC's use during the 2022 irrigation season. Summit shall design and construct the First Storage Reservoir at its own cost, including the cost to connect it to WCIC's pressurized irrigation system, and acquire all permits and approvals therefor. The location of the First Storage Reservoir shall be mutually acceptable to WCIC and Summit. Within twelve (12) months after the Effective Date of this Agreement, Summit and WCIC will agree on potential sites for construction of the First Storage Reservoir. It is the intent of the Parties that WCIC will fill the First Storage Reservoir during the early part of the irrigation season pursuant to the filing and approval of an Application for Permanent Change of Water ("Change Application") based upon a share segregation of the Initial Mitigation Shares as set forth in more detail in Section 19 of this Agreement. Thereafter, the stored water will be released to WCIC's other shareholders during the Critical Mitigation Period. The Parties agree that Summit's construction of the First Storage Reservoir as described in this Subsection is complete and full mitigation for the next 50 acre-feet of water developed under the Exchange for the total of the first 200 acre-feet under the Exchange.

i. Operation, Maintenance and Repair. WCIC shall operate and control the First Storage Reservoir, including the storing and releasing of water, and pay the operational costs thereof. Summit shall pay and be responsible for all maintenance and repair costs associated with the First Storage Reservoir for so long as it is used to provide mitigation for underground water diverted under the Exchange. Such maintenance and repair costs typically would include replacement of parts, equipment and materials and payments to contractors to



perform the maintenance and repairs and typically would not include payments to WCIC personnel to perform inspections and operate the First Storage Reservoir.

ii. Gravity-Fed System Preferred. Water delivered for storage in and released from the First Storage Reservoir must be able to be gravity-fed into WCIC's pressurized irrigation system, or Summit shall, at its sole cost, design and construct pumping facilities required for the storage and release of such water. Construction of a gravity-fed system is preferred by the Parties over a system that is dependent upon pumping facilities, and a gravity-fed system should be constructed if it is reasonably and economically practicable to do so. If a gravity-fed system is not reasonably and economically practicable, the account with the power company for the pumping facilities shall be in Summit's name and Summit shall thereafter pay all pumping and water delivery costs for so long as water from the First Storage Reservoir is used to mitigate for water diverted under the Exchange.

iii. Continuing Mitigation Obligation. Summit's responsibility for maintenance and repair of the First Storage Reservoir, the payment of all costs associated with the maintenance and repair of the First Storage Reservoir, and the payment of pumping costs associated with the First Storage Reservoir, if any, are continuing mitigation obligations under this Agreement. Summit's failure to make such payments when due constitutes a default under this Agreement. The continued diversions of water under the Exchange are expressly conditioned upon Summit making such payments when due.

c. Easements and Indemnities. If Summit owns the property on which the First Storage Reservoir will be located, Summit shall grant easements to WCIC for access to and from the First Storage Reservoir and for the construction, operation and maintenance of the First Storage Reservoir and associated pipelines and facilities. WCIC shall indemnify, defend and hold harmless Summit for all liability, damage, and costs arising out of its access and for its operation and control of the First Storage Reservoir. If Summit does not own the property on which the First Storage Reservoir will be located, Summit and WCIC will cooperate in Summit's acquisition of easements from the owner of such property for access to and from the First Storage Reservoir and for the construction, operation and maintenance of the First Storage Reservoir and associated pipelines and facilities. Such easements will be acceptable and assignable to WCIC. In such an event, WCIC will not be required to indemnify, defend and hold harmless Summit for access or for WCIC's operation and control of the First Storage Reservoir. Summit shall indemnify, defend and hold harmless WCIC for all liability, damage, and costs arising out of the permitting, and construction, maintenance and repair of the First Storage Reservoir and for its use of the First Storage Reservoir for recreation as set forth in more detail in Section 20 of this Agreement.

15. Alternate Mitigation for the First 200 Acre-Feet of Water Under the Exchange. In the event that Summit cannot acquire any or all of the Initial Mitigation Shares and provides written notice to the other Parties of Summit's waiver of the Condition Precedent as set forth in Section 3 of this Agreement, Summit may, in its sole discretion, undertake alternate mitigation for the first 200 acre feet of underground water diverted under the Exchange as set forth in this Section. Such alternate mitigation may consist of construction of reservoirs to store 40 acre-feet of water (the "Alternate Storage Reservoirs") in the event that none of the Initial Mitigation Shares are acquired by Summit. If some, but less than 15, of the Initial Mitigation Shares are

acquired by Summit, Summit may use the table in Subsection c of this Section to calculate the amount of storage required to mitigate for the first 200 acre-feet of underground water diverted under the Exchange based upon the number of WCIC shares acquired.

a. Location and Construction of the Alternate Storage Reservoirs. The location of the Alternate Storage Reservoirs shall be mutually acceptable to WCIC and Summit. Within twelve (12) months after Summit provides written notice to the other Parties of Summit's waiver of the Condition Precedent as set forth in Section 3 of this Agreement, Summit and WCIC will agree on potential sites for construction of the Alternate Storage Reservoirs. Summit shall design and construct the Alternate Storage Reservoirs at its own cost, including the cost to connect them to WCIC's pressurized irrigation system, and acquire all permits and approvals therefor. It is the intent of the Parties that WCIC will fill the Alternate Storage Reservoirs during the early part of the irrigation season pursuant to the filing and approval of a Change Application based upon the WCIC Water Right as set forth in more detail in Section 19 of this Agreement. Thereafter, the stored water will be released to WCIC's other shareholders during the Critical Mitigation Period. The Parties agree that Summit's construction of the Alternate Storage Reservoirs to store 40 acre-feet of water as described in this Section would be complete and full mitigation for the First 200 acre-feet of underground water diverted under the Exchange.

i. Operation, Maintenance and Repair. WCIC shall operate and control the Alternate Storage Reservoirs, including the storing and releasing of water, and pay the operational costs thereof. Summit shall pay and be responsible for all maintenance and repair costs associated with the Alternate Storage Reservoirs for so long as they are used to provide mitigation for underground water diverted under the Exchange. Such maintenance and repair costs typically would include replacement of parts, equipment and materials and payments to contractors to perform the maintenance and repairs and typically would not include payments to WCIC personnel to perform inspections and operate the Alternate Storage Reservoirs.

ii. Gravity-Fed System Preferred. Water delivered for storage in and released from the Alternate Storage Reservoirs must be able to be gravity-fed into WCIC's pressurized irrigation system, or Summit shall, at its sole cost, design and construct pumping facilities required for the storage and release of such water. Construction of a gravity-fed system is preferred by the Parties over a system that is dependent upon pumping facilities, and a gravity-fed system should be constructed if it is reasonably and economically practicable to do so. If a gravity-fed system is not reasonably and economically practicable, the account with the power company for the pumping facilities shall be in Summit's name and Summit shall thereafter pay all pumping and water delivery costs for so long as water from the Alternate Storage Reservoirs is used to mitigate for water diverted under the Exchange.

iii. Continuing Mitigation Obligation. Summit's responsibility for the maintenance and repair of the Alternate Storage Reservoirs, the payment of all costs associated with the maintenance and repair of the Alternate Storage Reservoirs, and the payment of pumping costs associated with the Alternate Storage Reservoirs, if any, are continuing mitigation obligations under this Agreement. Summit's failure to make such payments when due constitutes a default under this Agreement. The continued diversions of water under the Exchange are expressly conditioned upon Summit making such payments when due.

b. Easements and Indemnities. If Summit owns the property on which the Alternate Storage Reservoirs will be located, Summit shall grant easements to WCIC for access to and from the Alternate Storage Reservoirs and for the construction, operation and maintenance of the Alternate Storage Reservoirs and associated pipelines and facilities. WCIC shall indemnify, defend and hold harmless Summit for all liability, damage, and costs arising out of its access and for its operation and control of the Alternate Storage Reservoirs. If Summit does not own the property on which the Alternate Storage Reservoirs will be located, Summit and WCIC will cooperate in Summit's acquisition of easements from the owner of such property for access to and from the Alternate Storage Reservoirs and for the construction, operation and maintenance of the Alternate Storage Reservoirs and associated pipelines and facilities. Such easements will be acceptable and assignable to WCIC. In such an event, WCIC will not be required to indemnify, defend and hold harmless Summit for access or for WCIC's operation and control of the Alternate Storage Reservoirs. Summit shall indemnify, defend and hold harmless WCIC for all liability, damage, and costs arising out of the permitting, and construction, maintenance and repair of the Alternate Storage Reservoirs and for its use of the Alternate Storage Reservoirs for recreation as set forth in more detail in Section 20 of this Agreement.

c. Combination of Less Than Initial Mitigation Shares and Storage. In the event that Summit acquires less than the Initial Mitigation Shares, Summit may select any combination of acquisition of a number of WCIC shares in an amount less than the Initial Mitigation Shares and construction of storage to mitigate for the first 200 acre-feet of underground water diverted under the Exchange. By way of clarification, in no event may Summit acquire more WCIC shares than the Initial Mitigation Shares and construct less than 20 acre-feet of storage in the First Storage Reservoir to mitigate for the first 200 acre-feet of underground water diverted under the Exchange. The following table will be used to calculate the amount of Storage to be constructed taking into account the number of WCIC Shares actually acquired by Summit:

| <b>NUMBER OF WCIC SHARES</b>     | <b>ACRE-FEET OF STORAGE<br/>(Rounded)</b> |
|----------------------------------|---|
| 1                                | 39.00                                     |
| 2                                | 37.00                                     |
| 3                                | 36.00                                     |
| 4                                | 35.00                                     |
| 5                                | 33.00                                     |
| 6                                | 32.00                                     |
| 7                                | 31.00                                     |
| 8                                | 29.00                                     |
| 9                                | 28.00                                     |
| 10                               | 27.00                                     |
| 11                               | 25.00                                     |
| 12                               | 24.00                                     |
| 13                               | 23.00                                     |
| 14                               | 21.00                                     |
| <b>INITIAL MITIGATION SHARES</b> | <b>20.00</b>                              |

16. Summit's Mitigation for the Second 200 Acre-feet of Water under the Exchange. Summit will provide written notice to the other Parties of Summit's intent to develop some or all of the second 200 acre-feet of water under the Exchange. Summit shall mitigate for the second 200 acre-feet of its annual water usage diverted under the Exchange pursuant to Subsections a, b, c or d of this Section 16, if Summit's development is from underground sources in the Exchange. Mitigation for Summit's development of surface sources under the Exchange, identified as Surface Points of Diversion #1 through #4, may not be accomplished pursuant to this Section and must be accomplished pursuant to Section 22 hereof.

a. Duplication of Mitigation for First 200 Acre-Feet. If Summit intends to divert the second 200 acre-feet of water from underground points of diversion under the Exchange, Summit may acquire an additional 15 shares of WCIC stock (the "Second Mitigation Shares") and duplicate its mitigation for diverting the first 200 acre-feet of water under the Exchange either (i) by acquiring, owning and forbearing use of the Second Mitigation Shares together with constructing a 20 acre-feet reservoir (the "Second Storage Reservoir") in which a portion of the water available for diversion under the Second Mitigation Shares will be stored and released to WCIC's shareholders other than Summit annually as set forth in Subsection a of this Section 16, or (ii) by constructing reservoirs to store 40 acre-feet of water as set forth in Subsection b of this Section 16 of this Agreement.

(i) Mitigation for Development of 150 Acre-Feet (201 Acre-Feet to 350 Acre-Feet) of the Exchange ("201 to 350 acre-feet"). To compensate other WCIC shareholders for Summit's diversion and year-round use of 201 to 350 acre-feet of underground water diverted under the Exchange, Summit will not call for delivery of its pro-rata allotment of water under the Second Mitigation Shares when underground water is being diverted and delivered to Summit's Development pursuant to the Exchange, subject to Section 18 of this Agreement. During the period of Summit's forbearance of use of water under the Second Mitigation Shares, WCIC will allocate and deliver Summit's pro-rata allotment of water to WCIC's other shareholders taking delivery of water through WCIC's pressurized system. The Parties agree that Summit's forbearance of use of the Second Mitigation Shares is complete and full mitigation for 201 to 350 acre-feet of underground water developed under the Exchange.

(ii) Mitigation for Development of Last 50 Acre-Feet Under the Exchange. Prior to Summit's commencement of construction of any part of Summit's Development that will require a water supply in excess of the 350 acre-feet of water under the Exchange, Summit shall complete construction of the Second Storage Reservoir and make it available for WCIC's use during the year that Summit first uses more than 350 acre-feet of water under the Exchange. Summit shall design and construct the Second Storage Reservoir at its own cost, including the cost to connect it to WCIC's pressurized irrigation system, and acquire all permits and approvals therefor. The location of the Second Storage Reservoir shall be mutually acceptable to WCIC and Summit. Within twelve (12) months after Summit provides written notice to the other Parties of Summit's intent to develop some or all of the second 200 acre-feet of water under the Exchange, Summit and WCIC will agree on potential sites for construction of the Second Storage Reservoir. It is the intent of the Parties that WCIC will fill the Second Storage Reservoir during the early part of the irrigation season pursuant to the filing and approval of a Change Application based upon a share segregation of the Second Mitigation Shares as set forth in more detail in Section 19 of this Agreement. Thereafter, the stored water

will be released to WCIC's other shareholders during the Critical Mitigation Period. The Parties agree that Summit's construction of the Second Storage Reservoir as described in this Subsection is complete and full mitigation for the last 50 acre-feet of water developed under the Exchange.

A. Operation, Maintenance and Repair. WCIC shall operate and control the Second Storage Reservoir, including the storing and releasing of water. Summit shall pay and be responsible for all maintenance and repair costs associated with the Second Storage Reservoir for so long as it is used to provide mitigation for underground water diverted under the Exchange. Such maintenance and repair costs typically would include replacement of parts, equipment and materials and payments to contractors to perform the maintenance and repairs and typically would not include payments to WCIC personnel to perform inspections and operate the Second Storage Reservoir.

B. Gravity-Fed System Preferred. Water delivered for storage in and released from the Second Storage Reservoir must be able to be gravity-fed into WCIC's pressurized irrigation system, or Summit shall, at its sole cost, design and construct pumping facilities required for the storage and release of such water. Construction of a gravity-fed system is preferred by the Parties over a system that is dependent upon pumping facilities, and a gravity-fed system should be constructed if it is reasonably and economically practicable to do so. If a gravity-fed system is not reasonably and economically practicable, the account for the pumping facilities shall be in Summit's name and Summit shall thereafter pay all pumping and water delivery costs for so long as water from the Second Storage Reservoir is used to mitigate for water diverted under the Exchange.

C. Continuing Mitigation Obligation. Summit's responsibility for the maintenance and repair of the Second Storage Reservoir, the payment of all costs associated with the maintenance and repair of the Second Storage Reservoir, and the payment of pumping costs associated with the Second Storage Reservoir, if any, are continuing mitigation obligations under this Agreement. Summit's failure to make such payments when due constitutes a default under this Agreement. The continued diversions of water under the Exchange are expressly conditioned upon Summit making such payments when due.

(iii) Easements and Indemnities. If Summit owns the property on which the Second Storage Reservoir will be located, Summit shall grant easements to WCIC for access to and from the Second Storage Reservoir and for the construction, operation and maintenance of the Second Storage Reservoir and associated pipelines and facilities. WCIC shall indemnify, defend and hold harmless Summit for all liability, damage, and costs arising out of its access and for its operation and control of the Second Storage Reservoir. If Summit does not own the property on which the Second Storage Reservoir will be located, Summit and WCIC will cooperate in Summit's acquisition of easements from the owner of such property for access to and from the Second Storage Reservoir and for the construction, operation and maintenance of the Second Storage Reservoir and associated pipelines and facilities. Such easements will be acceptable and assignable to WCIC. In such an event, WCIC will not be required to indemnify, defend and hold harmless Summit for access or for WCIC's operation and control of the Second Storage Reservoir. Summit shall indemnify, defend and hold harmless WCIC for all liability, damage, and costs arising out of the permitting, and construction, maintenance and repair of the

Second Storage Reservoir and for its use of the Second Storage Reservoir for recreation as set forth in more detail in Section 20 of this Agreement.

b. Option to Construct Additional Storage. Alternatively, Summit may, in its sole discretion, construct additional reservoirs to store 40-acre-feet of water (the "Second Alternate Storage Reservoirs"). Summit shall design and construct the Second Alternate Storage Reservoirs at its own cost, including the cost to connect them to WCIC's pressurized irrigation system, and acquire all permits and approvals therefor.

(i) Location and Operation of the Second Alternate Storage Reservoirs. The location of the Second Alternate Storage Reservoirs shall be mutually acceptable to WCIC and Summit. Within twelve (12) months after Summit provides written notice to the other Parties of Summit's intent to develop some or all of the second 200 acre-feet of water under the Exchange, if Summit decides to construct additional reservoirs to store 40 acre-feet of water in place of the mitigation described in Subsection a of this Section 16, Summit and WCIC will decide on the site(s) for construction of the Second Alternate Storage Reservoirs. It is the intent of the Parties that WCIC will fill the Second Alternate Storage Reservoirs during the early part of the irrigation season pursuant to the filing and approval of a Change Application based upon the WCIC Water Right as set forth in more detail in Section 19 of this Agreement. Thereafter, the stored water will be released to WCIC's other shareholders during the Critical Mitigation Period. The Parties agree that Summit's construction of the Second Alternate Storage Reservoirs as described in this Subsection would be complete and full mitigation for the Second 200 acre-feet of underground water diverted under the Exchange.

A. Operation, Maintenance and Repair. WCIC shall operate and control the Second Alternate Storage Reservoirs, including the storing and releasing of water. Summit shall pay and be responsible for all maintenance and repair costs associated with the Second Alternate Storage Reservoirs for so long as they are used to provide mitigation for underground water diverted under the Exchange. Such maintenance and repair costs typically would include replacement of parts, equipment and materials and payments to contractors to perform the maintenance and repairs and typically would not include payments to WCIC personnel to perform inspections and operate the Second Alternate Storage Reservoirs.

B. Gravity-Fed System Preferred. Water delivered for storage in and released from the Second Alternate Storage Reservoirs must be able to be gravity-fed into WCIC's pressurized irrigation system, or Summit shall, at its sole cost, design and construct such pumping facilities required for the storage and release of such water. Construction of a gravity-fed system is preferred by the Parties over a system that is dependent upon pumping facilities, and a gravity-fed system should be constructed if it is reasonably and economically practicable. If a gravity-fed system is not reasonably and economically practicable, the account with the power company for the pumping facilities shall be in Summit's name and Summit shall thereafter pay all pumping and water delivery costs for so long as water from the Second Alternate Storage Reservoirs is used to mitigate for water diverted under the Exchange.

C. Continuing Mitigation Obligation. Summit's responsibility for the maintenance and repair of the Second Alternate Storage Reservoirs, the payment of all costs associated with the maintenance and repair of the Second Alternate Storage Reservoirs, and

the payment of pumping costs associated with the Second Alternate Storage Reservoirs, if any, are continuing mitigation obligations under this Agreement. Summit's failure to make such payments when due constitutes a default under this Agreement. The continued diversions of water under the Exchange are expressly conditioned upon Summit making such payments when due.

(ii) Easements and Indemnities. If Summit owns the property on which the Second Alternate Storage Reservoirs will be located, Summit shall grant easements to WCIC for access to and from the Second Alternate Storage Reservoirs and for the construction, operation and maintenance of the Second Alternate Storage Reservoirs and associated pipelines and facilities. WCIC shall indemnify, defend and hold harmless Summit for all liability, damage, and costs arising out of its access and for its operation and control of the Second Alternate Storage Reservoirs. If Summit does not own the property on which the Second Alternate Storage Reservoirs will be located, Summit and WCIC will cooperate in Summit's acquisition of easements from the owner of such property for access to and from the Second Alternate Storage Reservoirs and for the construction, operation and maintenance of the Second Alternate Storage Reservoirs and associated pipelines and facilities. Such easements will be acceptable and assignable to WCIC. In such an event, WCIC will not be required to indemnify, defend and hold harmless Summit for access or for WCIC's operation and control of the Second Alternate Storage Reservoirs. Summit shall indemnify, defend and hold harmless WCIC for all liability, damage, and costs arising out of the permitting, and construction, maintenance and repair of the Second Alternate Storage Reservoirs and for its use of the Second Alternate Storage Reservoirs for recreation as set forth in more detail in Section 20 of this Agreement.

c. Combination of WCIC Shares and Storage. Summit may select any combination of WCIC shares plus additional storage pursuant to the above Subsections a and b of this Section 16 (1 share of WCIC stock shall offset 10 acre-feet of annual usage on the mountain).

d. Mitigation Pursuant to Section 21. Summit also may mitigate for the second 200 acre-feet of water diverted under the Exchange using one or more of the alternatives described in Section 21 of this Agreement.

17. Grant of Reservoir Easement to WCIC and WCIC's Construction of Non-Mitigation Reservoir. In addition to the reservoirs Summit constructs for the mitigation of water diverted under the Exchange that are described in Sections 14-16 of this Agreement, Summit shall grant easements to WCIC for the use of up to 5 acres of land owned by Summit and/or its affiliates for WCIC's construction of a storage reservoir (the "Balloon Fest Reservoir"), in the southeast corner of what is commonly referred to as the "Wolf Barn" property as such location is generally depicted on Exhibit C to this Agreement. Within thirty (30) days after the Effective Date of this Agreement, Summit shall grant to WCIC permanent easements for access to and from the Balloon Fest Reservoir site, and for the construction, operation, maintenance, and use of the Balloon Fest Reservoir and pipelines and ancillary facilities necessary and appropriate for storage and release of water. The easements to be granted by Summit shall be substantially in the form of the Reservoir Easement Agreement attached as Exhibit D to this Agreement (the "Reservoir Easement Agreement"). WCIC shall plan, permit, construct and operate the Balloon Fest Reservoir at its own cost and expense. The Reservoir Easement Agreement shall be

recorded in the office of the Weber County Recorder and indexed against the land referenced above. WCIC shall indemnify, defend and hold harmless Summit for all liability, damage, and costs arising out of its access and for its operation and control of the Balloon Fest Reservoir. WCIC and Summit acknowledge that the easements granted to WCIC pursuant to this Section 17 and the Reservoir Easement Agreement will need to be more particularly described after the Balloon Fest Reservoir, pipelines, and ancillary facilities have been engineered and a final design for the construction of the same has been approved by WCIC and any relevant permitting authorities. Following such design and approval, WCIC and Summit will cooperate in executing and recording an Amended Reservoir Easement Agreement to replace the recorded Reservoir Easement Agreement and that amends and more particularly describes the locations of each of the easements granted thereunder.

18. Summit's Interim Use of Initial Mitigation Shares and Second Mitigation Shares. The Parties anticipate that Summit's use of the first 150 acre-feet of water under the Exchange and mitigation therefor will be phased in as Summit acquires approvals and constructs the Development. During the interim period prior to Summit's full use of the first 150 acre-feet of water under the Exchange, Summit may use those Initial Mitigation Shares that are not then required to mitigate water diverted under the Exchange in the same manner as any other WCIC irrigation shareholder uses its WCIC shares. To properly account for Summit's annual use of water made available under the Initial Mitigation Shares during such interim period, prior to the commencement of the irrigation season each year Summit shall inform WCIC of its allocation of water to mitigation under this Agreement and to the other purposes that are authorized under WCIC's Articles of Incorporation and Amended Bylaws. If Summit elects to acquire Second Mitigation Shares, Summit may provide for interim use of such Second Mitigation Shares in the manner set forth in this Section.

19. Change Applications for the Storage Reservoirs. One or more Change Applications must be filed and approved in order to permit, construct and use the storage reservoirs anticipated under this Agreement. The first Change Application shall be prepared by WCIC and Summit for joint filing and based on a share segregation on the Initial Mitigation Shares, unless Summit does not acquire all or enough shares, in which case the Change Application will be filed on a share segregation on the number of Initial Mitigation Shares acquired by Summit and supplemented, if necessary, based on the WCIC Water Right. Subsequent Change Applications for any storage reservoir used to mitigate diversion of water under the Exchange shall be based on the WCIC Water Right except for any reservoir constructed on the Second Mitigation Shares, which shall be based on a share segregation on such Second Mitigation Shares. Summit and WCIC shall cooperate in acquiring approval of all Change Applications used by Summit to mitigate diversion of water under the Exchange and in maintaining such Change Applications in good standing at the Division, including perfecting such Change Applications. Summit shall pay all costs in acquiring approval of, maintaining and perfecting the first Change Application filed pursuant to Sections 14 and 15 hereof to construct storage used to mitigate diversion of water under the Exchange. WCIC shall be solely responsible to prepare, file, maintain and perfect subsequent Change Applications to construct storage anticipated by this Agreement, including the Balloon Fest Reservoir, without contribution by Summit.



20. Summit's Use of Reservoirs for Recreation. Summit may use all of the storage reservoirs described in Sections 14-16 of this Agreement and the Balloon Fest Reservoir for recreation; provided, however, that such recreational use does not interfere with WCIC's primary and unfettered operation and use of the reservoirs for irrigation; and further provided that Summit indemnifies, defends and holds WCIC harmless from and against all liability, damage, costs (including, without limitation, attorneys' fees and court costs), expenses, losses, claims, demands, judgments, actions and causes of action, and/or proceedings suffered or arising out of Summit's recreational use of such reservoirs and that Summit shall obtain and keep in full force and effect broad form general comprehensive liability insurance covering public liability with respect to its recreational use of such reservoirs, with limits in an amount and coverage of the types a prudent landowner would maintain for recreational use of such reservoirs, and each such insurance policy shall name WCIC an additional insured and shall provide for thirty (30) days written notice to WCIC prior to the effective date of any cancellation, and certified copies of such insurance policies and any renewals thereof shall be delivered to WCIC. Indemnification agreements and proof of insurance shall be negotiated and executed between WCIC and Summit prior to any recreational use of such reservoirs.

a. Use of 10 Acre Lake for Recreation. WCIC agrees not to object to the Wolf Creek District allowing Summit to use the existing 10 acre lake below the Wolf Creek District's water treatment plant for recreation; provided, however, that Summit and the Wolf Creek District first negotiate and execute an agreement allowing such recreational use on the existing 10 acre lake; and further provided that Summit's recreational use does not interfere with WCIC's primary and unfettered operation and use of the existing 10 acre reservoir for irrigation.

21. Other Mitigation Approaches Agreed to by the Parties. The Parties have discussed and considered other potential mitigation approaches that could be used by Summit to provide mitigation for underground water diverted under the Exchange. After Summit completes mitigation for the first 200 acre-feet of underground water diverted under the Exchange as provided in this Agreement, it may use one or a combination of the following options to substitute for the mitigation for the second 200 acre-feet of underground water diverted under the Exchange described in Section 16 of this Agreement. If Summit chooses to mitigate for underground water diverted under the Exchange with any of the following surface water delivery options, the Parties agree that 40 acre-feet of surface water delivered to WCIC's pressurized irrigation system will mitigate 200 acre-feet of annual diversion of underground water pumped under the Exchange. Mitigation for diversion of water from surface sources approved under the Exchange shall be on an acre-foot to acre-foot basis, such that diversion of one-acre foot of water from a surface source during the irrigation season shall require one-acre foot of mitigation water replacement to WCIC.

a. Pumping Water from Pineview Reservoir. Summit may pump water under the Weber Basin Contract from Pineview Reservoir to WCIC's 10 acre lake to replace reservoir storage as mitigation for underground water pumped under the Exchange. In the event that Summit utilizes this mitigation option, Summit will construct the required infrastructure to pump and deliver the water to the 10 acre lake and pay all Weber Basin Contract, pumping, operation and maintenance, and other third-party charges, for so long as the water pumped from Pineview Reservoir is used to mitigate for underground water diverted under the Exchange.

Summit and WCIC will in good faith negotiate and execute an additional agreement to implement this alternative mitigation.

b. Other Surface Water Delivery to WCIC. Summit may acquire and deliver other surface water, including but not limited to Causey Reservoir storage water, to WCIC's pressurized irrigation system at a location or locations acceptable to WCIC to replace reservoir storage as mitigation for underground water pumped under the Exchange. In the event that Summit utilizes this mitigation option, Summit will construct the required infrastructure to pump and deliver the water, acquire the right to deliver water through the Causey Canal or other infrastructure owned by others, and pay all delivery, pumping, operation, maintenance and contract costs, and other third-party charges, for so long as the water diverted from such surface sources is used to mitigate for underground water diverted under the Exchange. Summit and WCIC will in good faith negotiate and execute an additional agreement to implement this alternative mitigation.

c. Future Mitigation Options. The Parties acknowledge that other opportunities and options for mitigation and developing an adequate water supply for the Powder Mountain District and Summit's Development may become available and the Parties will cooperate and negotiate in good faith to achieve mutually agreeable solutions for mitigation and development of an adequate water supply. Any such potential opportunity or option under this Subsection 21 c, must be acceptable to both WCIC and Summit. WCIC or Summit may exercise its discretion in rejecting any such potential opportunity or option that it does not find acceptable.

22. Mitigation for Diversion of Water from Surface Water Points of Diversion Approved in the Exchange. Summit may not divert water from surface points of diversion under the Exchange during times when the WCIC Water Right is not fully satisfied unless it provides, as mitigation, replacement of such surface water diverted on an acre-foot for acre-foot basis. By way of example, if Summit diverts one acre-foot of water from Lefty's Springs during the irrigation season and at a time when the WCIC Water Right is not fully satisfied, Summit must replace one acre-foot of surface water to WCIC's pressurized irrigation system from sources other than the WCIC Water Right. Replacement water must be of the same quality as water supplied under the WCIC Water Right. Surface water replacement under this Section shall be simultaneous unless Summit and WCIC agree in writing to a different timing for replacement.

23. Maintenance of Weber Basin Contract and Exchange Points of Diversion. Summit will maintain in good standing the amount of the Weber Basin Contract required by the State Engineer to authorize Summit's diversions from the Weber River drainage under the Exchange. Depending on which mitigation options are implemented and the success of source development on the Bear River side of the drainage divide, Summit will re-evaluate its need for the entire Weber Basin Contract and the entire Exchange as well as its need to retain all of the points of diversion approved under the Exchange. If Summit determines, in its sole discretion, that not all of the Weber Basin Contract or all of the Exchange or all of the points of diversion under the Exchange are needed for its Development, Summit will relinquish such undeveloped portions of the Weber Basin Contract and Exchange and withdraw all undeveloped points of diversion under the Exchange by amending the Weber Basin Contract, withdrawing the undeveloped portion of the Exchange at the Division, and filing a written withdrawal of the undeveloped points of diversion with the Division.

24. Transfer of Developed Portions of the Exchange to the Powder Mountain District. The Powder Mountain District ultimately will be the water supplier for the Development. Any transfer or conveyance of the Exchange or any portion of the Exchange by Summit to the Powder Mountain District shall not include any undeveloped points of diversion described in the Exchange. Such undeveloped points of diversion shall be withdrawn by Summit prior to Summit's final transfer of the Exchange to the Powder Mountain District. However, the Parties will cooperate with the Powder Mountain District such that the Powder Mountain District may acquire approval of DDW to supply phases of Summit's Development that have been approved by Powder Mountain District and Weber County.

25. Regional Water Planning. The Parties agree to support regional water planning and treatment in order to provide a secure and adequate water supply to all of them.

26. Approval of the State Engineer. The Order required Summit to enter into a mitigation agreement with WCIC prior to diverting water under the Exchange. This Agreement, when fully executed and after the Effective Date, is intended to satisfy the mitigation requirement and to be the Agreement anticipated and required by the Order. The Parties will forward a fully executed copy of this Agreement to the State Engineer and ask that (i) the State Engineer acknowledge that the Agreement satisfies the mitigation requirements as directed in the Reissued Order approving Exchange Application; (ii) the Agreement be entered into the official files of the Division for the Exchange; and (iii) Exchange E4715 (35-11995) be withdrawn.

27. Termination. After the Effective Date, this Agreement may not be terminated except by the mutual agreement of all of the Parties and the consent of the State Engineer.

28. Default and Remedies. An event of default ("Event of Default") exists under this Agreement upon the occurrence of any of the following events:

a. A Party does not perform any material term, provision, covenant, agreement, or obligation of this Agreement, and then does not cure the default within thirty (30) days after receiving written notice of the default from the other Party. If any non-monetary default cannot be cured within the thirty (30) day period, an Event of Default does not occur if the defaulting Party commences to cure the default within the thirty (30) day period and diligently pursue the completion of the cure, but in any event within forty-five (45) days after receiving the default notice (unless a longer extension is otherwise agreed to in writing by the non-defaulting Party, and consent to such extension shall not to be unreasonably withheld).

b. If an Event of Default by any Party occurs, the non-defaulting Parties may do any or all of the following:

i. Bring an action against the defaulting Party for damages;

ii. Seek any other available legal or equitable remedy; or

iii. The Parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms of this Agreement and that the Parties shall be entitled to seek specific performance of the terms of

this Agreement, in addition to any other remedy at law or equity without the necessity of demonstrating the inadequacy of monetary damages.

29. Miscellaneous Provisions.

a. Notices. Any notice, approval, consent or other communication under this Agreement must be in writing; marked to the attention of the company representative (as applicable); and sent to the relevant address specified below; and hand delivered or sent by nationally recognized courier or by mail, fax or email.

Unless the notice specifies a later time, and subject to applicable laws, a notice will be effective as follows: for a hand delivery or delivery by courier, upon receipt; for a letter sent by registered/certified mail, 5 days after postmark (7 days if postmarked from a foreign country); for a fax upon confirmation from the dispatching machine that indicates that the fax was sent in its entirety to the fax number of the recipient; and for an e-mail, the notice must be included as an attachment to the e-mail (not simply contained in the e-mail text), and will be effective upon receipt of a delivery-receipt or other reliable electronic means to verify receipt; provided that if a notice is received on a day other than a business day, or is received after 5:00 p.m. in the jurisdiction of receipt, the notice will be effective the next day.

A Party may change its address for notices by providing written notice to that effect to the other Party.

If to Summit:

Summit Mountain Holding Group LLC  
 Jeff Werbelow, COO  
 3923 N. Wolf Creek Drive, Eden, Utah 84310  
 Email: [jw@summit.co](mailto:jw@summit.co)

If to WCIC:

Wolf Creek Irrigation Company  
 Dee Staples, President  
 1879 No. 2750 East, Layton, Utah 84040  
 Email: [sdecestaples@hotmail.com](mailto:sdecestaples@hotmail.com)

If to Bar B:

Bar B Ranch, Inc.  
 Scott Browning  
 2318 Field Rose Dr., Salt Lake City, Utah 84121  
 Email: [sbrowning@firstutahbank.com](mailto:sbrowning@firstutahbank.com)

If to Eden Water:

Eden Water Works Company  
 Calvin Welling  
 2225 Washington Blvd., Suite 230, Ogden, Utah 84401  
 Email: [cwelling@sfp.us](mailto:cwelling@sfp.us)

If to Middle Fork:

Middle Fork Irrigation Company  
Dan Harris  
PO Box 535, Eden, Utah 84310  
Email: [harris.dan77@gmail.com](mailto:harris.dan77@gmail.com)

If to Wolf Creek District:

Wolf Creek Water and Sewer Improvement District  
Lowell Peterson  
3632 No. Wolf Creek Dr., Eden, Utah 84310  
Email: [lspksp@aol.com](mailto:lspksp@aol.com)

b. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. Each Party acknowledges that it has not relied upon any statements, representations, agreements or warranties of any person, except those expressly stated in this Agreement.

c. Modification. This Agreement may not be modified except by a writing signed by all of the Parties.

d. Waiver. No Party shall be deemed to have waived any right or remedy under or with respect to this Agreement unless such waiver is expressed in a writing signed by such Party. No waiver of any right or remedy under or with respect to this Agreement by a Party on any occasion or in any circumstance shall be deemed to be a waiver of any other right or remedy on that occasion or in that circumstance nor a waiver of the same or of any other right or remedy on any other occasion or in any other circumstance.

e. Assignment of this Agreement. This Agreement and any of the rights, interests or obligations hereunder may not be assigned by any Party hereto, in whole or in part (whether by operation of law or otherwise), without the prior written consent of all of the other Parties, which consent shall not be unreasonably withheld. Any attempted assignment by a Party without the prior written consent of the other Parties shall be void and shall be deemed to be a default under this Agreement. A Party shall not withhold its consent to an assignment of this Agreement so long as: (i) the assigning Party gives written notice to the other Parties of such assignment prior to the effective date of the assignment; and (ii) the assignee agrees in a written instrument delivered to and enforceable by the other Parties, to assume all of the obligations of the assigning Party under this Agreement.

f. Successors and Assigns. This Agreement is binding upon, extend to, and inure to the benefit of the heirs, successors, and assigns of the Parties hereto, and to the officers, directors, employees, partners, agents and representatives of the Parties hereto, and to all persons or entities claiming by, through or under any of the Parties hereto.

e. Force Majeure. No Party will be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in

fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other Party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; (ix) unavoidable accident; (x) mechanical breakdown; and (xi) shortage of adequate power or transportation facilities (a "*Force Majeure Event*"). The Party suffering a Force Majeure Event will promptly give notice of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and will use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

f. Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

g. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. However, if any provision of this Agreement is deemed or held to be illegal, invalid or unenforceable, this Agreement shall be considered divisible and inoperative as to such provision to the extent it is deemed to be illegal, invalid or unenforceable, and in all other respects this Agreement shall remain in full force and effect; provided, however, that if any provision of this Agreement is deemed or held to be illegal, invalid or unenforceable the Parties agree to replace such illegal, invalid or unenforceable provision with a provision that is legal, valid and enforceable that achieves the original intent of the Parties as closely as possible. Further, should any provision contained in this Agreement ever be reformed or rewritten by any judicial body of competent jurisdiction, such provision as so reformed or rewritten shall be binding upon all Parties hereto.

h. Cooperation and Further Assurances. Each of the Parties shall cooperate fully with one another and shall execute, deliver, file, and record such further and additional documents and instruments that the other Party may reasonably request to effect further and more completely the transactions herein contemplated.

i. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah.

j. Jurisdiction and Venue. Any legal suit, action or proceeding arising out of, based upon or relating to this Agreement, will be instituted in the courts of the State of Utah, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The Parties irrevocably and unconditionally waive any objection to the establishing of venue of any suit, action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

k. Attorneys' Fees. In the event that any action or proceeding is commenced by any Party hereto for the purpose of enforcing any provision of this Agreement, the Parties to such action or proceeding shall receive as part of any award, judgment, decision or other resolution of such action or proceeding their costs and reasonable attorneys' fees as determined by the court making such award, judgment, decision or resolution.

l. Time is of the Essence. Time is of the essence in the performance of and compliance with each of the terms and conditions of this Agreement.

m. Relationship of Parties. Nothing contained in this Agreement shall be interpreted or construed to create an agency relationship, association, joint venture, trust or partnership, or impose any trust or partnership covenant, obligation or liability on or with regard to any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, any other Party.

n. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or confers upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

o. Counterparts Signatures. This Agreement may be executed by facsimile or other electronic means and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered hereon by facsimile or electronic mail shall be deemed originals for all purposes.

p. Authorized Execution. The individuals signing below each represent and warrant (a) that they are authorized to execute this Agreement for and on behalf of the Party for whom they are signing; (b) that the execution of this Agreement has been duly authorized by such Party; and (c) that such Party shall be bound in all respects by this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

SUMMIT MOUNTAIN HOLDING GROUP, LLC  
a Delaware limited liability company

By: [Signature]  
Name: JEFF WERBLOW  
Title: COO

BAR B RANCH, INC.  
a Utah Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EDEN WATER WORKS COMPANY  
a Utah Nonprofit Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MIDDLE FORK IRRIGATION COMPANY  
a Utah Nonprofit Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WOLF CREEK IRRIGATION COMPANY  
a Utah Nonprofit Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WOLF CREEK WATER AND SEWER IMPROVEMENT DISTRICT  
a Utah Improvement District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



SUMMIT MOUNTAIN HOLDING GROUP, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BAR B RANCH, INC.  
a Utah Corporation

By: Scott M. Browning  
Name: Scott M. Browning  
Title: President

EDEN WATER WORKS COMPANY  
a Utah Nonprofit Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MIDDLE FORK IRRIGATION COMPANY  
a Utah Nonprofit Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WOLF CREEK IRRIGATION COMPANY  
a Utah Nonprofit Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WOLF CREEK WATER AND SEWER IMPROVEMENT DISTRICT  
a Utah Improvement District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

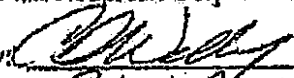
SUMMIT MOUNTAIN HOLDING GROUP, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BAR BRANCH, INC.  
a Utah Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EDEN WATER WORKS COMPANY  
a Utah Nonprofit Corporation

By:   
Name: Charles J. Walling  
Title: President

MIDDLE FORK IRRIGATION COMPANY  
a Utah Nonprofit Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WOLF CREEK IRRIGATION COMPANY  
a Utah Nonprofit Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WOLF CREEK WATER AND SEWER IMPROVEMENT DISTRICT  
a Utah Improvement District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SUMMIT MOUNTAIN HOLDING GROUP, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BAR B RANCH, INC.  
a Utah Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EDEN WATER WORKS COMPANY  
a Utah Nonprofit Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MIDDLE FORK IRRIGATION COMPANY  
a Utah Nonprofit Corporation

By: *[Signature]*  
Name: Den Harris  
Title: President

WOLF CREEK IRRIGATION COMPANY  
a Utah Nonprofit Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WOLF CREEK WATER AND SEWER IMPROVEMENT DISTRICT  
a Utah Improvement District

By: *[Signature]*  
Name: Louise S. Peterson  
Title: President

SUMMIT MOUNTAIN HOLDING GROUP, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BAR B RANCH, INC.  
a Utah Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EDEN WATER WORKS COMPANY  
a Utah Nonprofit Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MIDDLE FORK IRRIGATION COMPANY  
a Utah Nonprofit Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WOLF CREEK IRRIGATION COMPANY  
a Utah Nonprofit Corporation

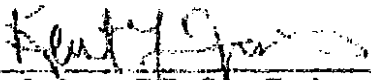
By: Dee R Staples  
Name: DEE R. STAPLES  
Title: President

WOLF CREEK WATER AND SEWER IMPROVEMENT DISTRICT  
a Utah Improvement District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## STATE ENGINEER'S STATEMENT IN CONCURRENCE OF MITIGATION SETTLEMENT

I, Kent L. Jones, the State Engineer for the State of Utah, hereby acknowledge that implementation of the mitigation steps described in the foregoing Agreement satisfies the mitigation requirements as directed in the Reissued Order approving Exchange Application E5382 (35-12848), as to the Weber River Drainage, provided that the parties are able to obtain all permits and approvals necessary to implement the steps described. By signing this document neither the State Engineer nor his office provide any assurance that such permits or approvals, either those issued by his office or any other office, are pre-approved or that such approvals will necessarily be granted.

  
\_\_\_\_\_  
Kent L. Jones, P.E., State Engineer

February 10, 2016

**EXHIBIT A**  
**SETTLEMENT AGREEMENT**  
**SUMMIT MOUNTAIN HOLDING GROUP EXCHANGE E5382**

[Lefty's Springs Monitoring Easement Agreement]

WHEN RECORDED, RETURN TO:

Wolf Creek Irrigation Company  
 P.O. Box 761  
 Eden, Utah 84310  
 Attention: Mr. Dee Staples

**LEFTY'S SPRINGS MONITORING EASEMENT AGREEMENT**

This LEFTY'S SPRINGS MONITORING EASEMENT AGREEMENT (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and among SMHG Phase I, LLC, a Delaware limited liability company, SMHG Landco LLC, a Delaware limited liability company, their ultimate parent company Summit Mountain Holding Group, L.L.C, and their successors and assigns (collectively the "Grantor"), and Wolf Creek Irrigation Company, a Utah non-profit corporation, and 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 a mutual irrigation company supplying water to its shareholders in the Ogden Valley and owns, among other things, the earliest priority water right in Wolf Creek.

C. Lefty's Springs is a tributary to Wolf Creek and is located on Grantor's Property. Grantee desires easements from Grantor to access, install, operate, maintain, repair, and replace one or more water flow measuring and monitoring devices to measure the flow of Lefty's Springs (the "Facilities").

D. Grantor agrees to grant the easements set forth below to Grantee pursuant to the terms and conditions set forth in this Agreement.

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

**AGREEMENT**

I. Grant of Easement. Grantor hereby grants to Grantee and the Benefited Parties (defined below) the following perpetual easements in gross:

a. A perpetual non-exclusive permanent easement over, across, and through Grantor's Property for pedestrian, bicycle and equestrian ingress, egress and access by means of the access trail (the "Access Trail") identified on Exhibit "B" and depicted on Exhibit "C" both

of which are attached hereto and incorporated herein. Grantee shall not have the right to construct, install, maintain, repair, or rebuild any improvements for use of the Access Trail.

b. A perpetual non-exclusive permanent easement on, over, across, under and through that portion of the Access Trail marked "A" on Exhibit "B," for the installation, operation, maintenance, repair and replacement of a water flow measurement and monitoring device and related improvements by Grantee. Grantee shall provide Grantor with the proposed location for installation of this water flow measurement and monitoring device within that portion of the Access Trail marked "A" prior to its installation and Grantor may not object to Grantee's proposed location if it does not unreasonably interfere with the operation, maintenance, repair and replacement of any existing water flow and monitoring device of Grantor.

c. A perpetual non-exclusive permanent easement on, over, across, under and through that portion of the Access Trail marked "A" on Exhibit "B," for the operation, maintenance, repair and replacement of the existing water flow measurement and monitoring device and related improvements at the location commonly referred to by Grantee as "Lower Lefty's Spring."

The two water flow measurement and monitoring devices described in this Paragraph 1 are collectively referred to herein as the "Monitoring Facilities" and the three easements described in this Paragraph 1 are collectively referred to herein as the "Easements."

2. Location of Access Trail. The exact location of the Access Trail may be modified, changed, and/or relocated by Grantor from time to time, with Grantee's prior written consent, which may not be unreasonably denied by Grantee. Any such modification or relocation must provide access to Grantee from substantially the same point of beginning (i.e., in the Village) and provide substantially equivalent access to the Monitoring Facilities located in that portion of the Access Trail marked "A" on Exhibit "B." Any such modification or relocation will also require that this Agreement be amended and that the amendment to this Agreement be recorded in the office of the Weber County Recorder and properly indexed against Grantor's Property.

3. Notice Requirement, Maintenance, Replacement; Liens. Grantee shall provide Grantor prior notice before using the Access Trail. During the winter months and the big game hunting seasons, Grantee shall provide Grantor with forty-eight (48) hours prior notification. Such notification is not required to be in writing. Grantee shall be responsible, at its sole cost and expense, for the construction, operation, maintenance, repair, and replacement of the Monitoring Facilities. Grantee shall also be responsible for restoring and re-vegetating any areas of Grantor's Property that are damaged resulting from Grantee's use of the Access Trail and/or Monitoring Facilities. In addition, Grantee shall not permit, and shall indemnify Grantor against, any lien or claim of mechanics or laborers filed against Grantor's Property, or any part or parts thereof arising from non-payment of costs, fees or other expenses for any work, labor or materials furnished pursuant to any agreement by Grantee relating to the Monitoring Facilities. Within thirty (30) days after Grantee receives notice of such filing or recording of any such lien, Grantee shall cause the same to be discharged by obtaining a release thereof or bonding over such mechanics' lien or otherwise. If Grantee fails to cause such lien to be discharged within



such period, Grantor shall have the right (but not the duty), in addition to any other remedies provided herein, to pay all amounts necessary to cause such lien to be discharged and released of record, and any amounts so paid by Grantor shall be repaid by Grantee, plus interest from the date of Grantor's payment at the rate of eighteen percent (18%) per annum until paid.

4. Grantee's At-Risk Use and Winter Conditions. Grantee's use of the Access Trail shall be at its own risk and Grantee acknowledges and agrees that Grantor has no obligation or duty to improve, maintain or repair the Access Trail or the Monitoring Facilities. Grantor has no duty or obligation to provide avalanche control for the Access Trail and/or the locations of the Monitoring Facilities. In addition, Grantee acknowledges that during winter months the Access Trail and locations of the Monitoring Facilities are difficult to reach and are exposed to a high degree of avalanche danger and other winter conditions. Prior to using the Access Trail during winter months Grantee shall discuss conditions of access relating to the Access Trail and Monitoring Facilities with Grantor, including avalanche danger; however, Grantee hereby expressly waives any claim it, or its members, partners, directors, officers, agents, contractors, employees and guests may have against Grantor for any damage, injury, death or other liability, to any person or property, which may arise as a result of or otherwise be attributable in any way to the use of the information discussed. Grantor shall not guarantee the accuracy of the information provided. During the winter months, Grantor may, in its sole discretion (but without the obligation), provide Grantee transportation to the Monitoring Facilities through use of snowmobiles and/or Snowcats owned and operated by Grantor's affiliates in its skiing operations of the Powder Mountain Resort.

5. Benefitted Parties. The Easement shall be for the use and benefit of the following parties (the "Benefitted Parties"): (a) Grantee and its successors and assigns; and (b) all employees, contractors, subcontractors and invitees of Grantee, its successors and assigns.

6. Data from Grantor and Grantee Installed Monitoring Devices. Grantor intends to construct one or more waterflow measuring and monitoring devices to monitor the flows of Lefty's Springs, Wolf Creek, and/or other sources tributary to Wolf Creek. Providing such devices are constructed and operated by Grantor it shall timely provide to Grantee any data obtained from such devices. Grantee agrees that it shall timely provide to Grantor any data which it may obtain from the Monitoring Facilities and from any other measuring and monitoring device that monitors the flows of Lefty's Springs, Wolf Creek, and/or other sources tributary to Wolf Creek.

7. Taxes. Grantor shall pay when due all real property taxes and assessments assessed against the Easements. Grantee shall pay when due any taxes assessed against the Monitoring Facilities, if any (excluding any access roads or improvements owned by a third party) permitted hereunder and installed in the Easement by Grantee.

8. No Public Dedication. The Easements shall not be construed as creating any rights in or for the benefit of the general public, or be deemed to be a gift or dedication of any part of the Easements, in whole or in part, to the general public or for any public use whatsoever.

9. Notices. With the exception of the notice required to be given by Grantee to Grantor prior to using the Access Trail pursuant to Paragraph 3 hereof, 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: SMHG Landco LLC,  
SMHG Phase I, LLC and  
Summit Mountain Holding Group, LLC  
3923 N. Wolf Creek Drive  
Eden, Utah 84310  
Attention: Jeff Werbelow  
email: [jw@summit.com](mailto:jw@summit.com)  
Telephone: (801) 987-0570

Grantee: Wolf Creek Irrigation Company  
P.O. Box 761  
Eden, Utah 84310  
Attention: Mr. Dee Staples  
email: [sadeestaples@hotmail.com](mailto:sadeestaples@hotmail.com)  
Telephone: (801) 721-3730

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.

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

11. 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.

12. Indemnity. Grantee shall indemnify and hold harmless Grantor, its members, partners, directors, officers, agents, contractors and employees, free from or against any and all

liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage to the extent arising from the use of the Access Trail and/or the Monitoring Facilities, except for any such liability, loss, damage, costs and expenses to the extent arising directly and solely from the acts of Grantor or its members, partners, directors, officers, agents, contractors and employees.

13. General Provisions.

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

13.2 Modification and Waiver. This Agreement may be modified or amended only by a writing signed by each of the parties hereto or their respective successors or assigns and recorded in the official records of the Weber County Recorder's Office. This Agreement is governed by the laws of the State of Utah. The failure to any party hereto to insist upon strict performance or any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that such party may have, and shall not be deemed a waiver or any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

13.7 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.

13.8 Authority. Each party hereto is duly organized, existing and in good standing under the laws of the state of the jurisdiction in which it is organized and has the full right and authority to enter into this Easement Agreement and consummate the transaction contemplated hereby. All requisite company action has been taken by each party in connection with the entering into of this Easement Agreement and the consummation of the transaction

contemplated hereby. Each of the persons signing this Easement Agreement on behalf of a party hereto is authorized to do so.

*[Signatures and Notaries on Following Pages]*

**IN WITNESS WHEREOF**, Grantor and Grantee have executed this Lefty's Springs Monitoring Easement Agreement as of the date first indicated above.

**GRANTOR:**

SMHG LANDCO LLC, a Delaware limited liability company, by Summit Mountain Holding Group, LLC, a Utah limited liability company, its Sole Member

By: SUMMIT REVOLUTION LLC, a Delaware limited liability company  
Its: Sole Member

By: \_\_\_\_\_  
Name: Jeff Werbelow  
Title: Authorized Signatory

SMHG Phase I, LLC, a Delaware limited liability company

By: SMHG Investments LLC, a Delaware limited liability company  
Its: Sole Member

By: \_\_\_\_\_  
Name: Jeff Werbelow  
Title: Authorized Signatory

Summit Mountain Holding Group, LLC, a Utah limited liability company, its Sole Member

By: SUMMIT REVOLUTION LLC, a Delaware limited liability company  
Its: Sole Member

By: \_\_\_\_\_  
Name: Jeff Werbelow  
Title: Authorized Signatory

STATE OF UTAH )

:ss.

COUNTY OF WEBER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Jeff Werbelow as Authorized Signatory of Summit Revolution LLC, a Delaware limited liability company, the sole member of Summit Mountain Holding Group, LLC, a Utah limited liability company, the sole member of SMHG Landco LLC, a Delaware limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

STATE OF UTAH )

:ss.

COUNTY OF WEBER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Jeff Werbelow as Authorized Signatory of SMHG Investments LLC, a Delaware limited liability company, the sole member of SMHG Phase I, LLC, a Delaware limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

STATE OF UTAH )

:ss.

COUNTY OF WEBER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Jeff Werbelow as Authorized Signatory of Summit Revolution LLC, a Delaware limited liability company, the sole member of Summit Mountain Holding Group, LLC, a Utah limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**GRANTEE:**

**WOLF CREEK IRRIGATION COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH        )  
                              : ss.  
COUNTY OF WEBER    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of Wolf Creek Irrigation Company.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

## EXHIBIT "A"

Description of Grantor's PropertyPARCEL #230120139

ALL OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN. EXCEPT THE WEST 1/2 OF THE NORTHWEST 1/4. ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL: PART OF THE NORTH 1/2 OF SECTION 18 AND THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN U S SURVEY; BEGINNING AT A POINT 1320 FEET WEST ALONG THE EAST WEST CENTER LINE FROM THE EAST CORNER OF SECTION 18 TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18, RUNNING THENCE NORTH ALONG THE CENTER LINE OF SAID NORTHEAST 1/4 3520.00 FEET TO THE POINT 880 FEET NORTH OF THE SOUTH LINE OF SECTION 7; THENCE WEST 2640 FEET, THENCE SOUTH 3520 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, THENCE EAST ALONG THE EAST WEST CENTER LINE OF SECTION 18, 2640.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. LESS AND EXCEPTING ALL OF SUMMIT EDEN PHASE 1 A SUBDIVISION RECORDED AS ENTRY NO. 2672943. ALSO LESS AND EXCEPTING THE FOLLOWING: (FOR REFERENCE: PROPOSED SUMMIT EDEN PHASE 1 E DEVELOPMENT AREA) BEGINNING AT A POINT THAT IS SOUTH 3,860.49 FEET, AND EAST 651.73 FEET, FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS BEING NORTH 89D55'51" 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); RUNNING THENCE SOUTH 71D00'44" EAST 524.76 FEET; THENCE SOUTH 65D29'59" EAST 363.54 FEET; THENCE SOUTH 81D24'28" EAST 567.68 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SUMMIT PASS; THENCE ALONG SAID LINE SOUTHERLY AND A 213.00 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (CHORD BEARS SOUTH 00D34'51" WEST A DISTANCE OF 45.82 FEET), THROUGH A CENTRAL ANGLE OF 12D20'56", A DISTANCE OF 45.91 FEET TO THE SOUTHERLY LINE OF HORIZON RUN; THENCE ALONG SAID SOUTHERLY LINE FOLLOWING TWO (2) COURSES, 1) SOUTHWESTERLY ALONG A 20.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT, (CHORD BEARS SOUTH 25D09'12" WEST A DISTANCE OF 20.45 FEET), THROUGH A CENTRAL ANGLE OF 61D29'38" A DISTANCE OF 21.47 FEET, 2) SOUTHERLY ALONG A 125.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, (CHORD BEARS SOUTH 01D14'03" EAST A DISTANCE OF 209.99 FEET), THROUGH A CENTRAL ANGLE OF 114D16'09" A DISTANCE OF 249.30 FEET; THENCE SOUTH 38D29'38" WEST 196.43 FEET; THENCE SOUTH 22D15'59" WEST 389.31 FEET; THENCE SOUTH 67D44'01" EAST 359.08 FEET; THENCE NORTH 22D29'51" EAST 295.08 FEET; THENCE SOUTH 67D30'09" EAST 257.38 FEET; THENCE NORTH 31D34'54" EAST 265.07 FEET TO THE SOUTHERLY



LINE OF HORIZON RUN; THENCE ALONG SAID SOUTHERLY LINE FOUR (4) COURSES, 1) THENCE SOUTH 58D25'06"EAST 9.28 FEET, 2) THENCE EASTERLY ALONG A 225.00 FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARS SOUTH 77D02'22" EAST A DISTANCE OF 143.69 FEET), THROUGH A CENTRAL ANGLE OF 37D14'33", A DISTANCE OF 146.25 FEET, 3) THENCE NORTH 84D20'22" EAST 63.25 FEET, 4) THENCE EASTERLY ALONG A 475.00 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS SOUTH 86D37'24" EAST A DISTANCE OF 37.86 FEET), THROUGH A CENTRAL ANGLE OF 4D34'05", A DISTANCE OF 37.87 FEET; THENCE SOUTH 15D09'44" WEST 501.68 FEET; THENCE SOUTH 54D51'05" EAST 43.67 FEET; THENCE SOUTH 35D08'55" WEST 260.32 FEET; THENCE SOUTH 83D23'28" WEST 80.94 FEET; THENCE SOUTH 75D22'38" WEST 308.19 FEET; THENCE SOUTH 71D25'04" WEST 1,249.80 FEET; THENCE SOUTH 34D29'44" WEST 1,032.96 FEET; THENCE SOUTH 41D58'40" WEST 239.39 FEET; THENCE SOUTH 41D58'40" WEST 296.34 FEET; THENCE NORTH 88D30'24" WEST 233.06 FEET; THENCE SOUTH 55D49'44" WEST 849.17 FEET TO THE SOUTHERLY LINE OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID SOUTHERLY LINE NORTH 89D40'51" WEST 616.65 FEET; THENCE NORTH 00D12'06" WEST 693.84 FEET; THENCE NORTH 42D32'52" EAST 649.90 FEET; THENCE NORTH 47D31'16" EAST 525.96 FEET; THENCE NORTH 36D36'36" EAST 300.42 FEET; THENCE NORTH 10D09'08" EAST 352.63 FEET; THENCE NORTH 23D11'03" EAST 614.71 FEET TO THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 26D21'06" EAST 669.33 FEET; THENCE NORTH 40D27'50" EAST 792.62 FEET; TO THE POINT OF BEGINNING.

**PARCEL #230120130**

ALL OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. EXCEPTING THEREFROM SUMMIT EDEN PHASE 1A. EXCEPTING THEREFROM SUMMIT EDEN PHASE 1B. EXCEPTING THEREFROM SUMMIT EDEN PHASE 1C. EXCEPTING THEREFROM SUMMIT PASS & SPRING PARK. (75-13 TO 27)

**PARCEL #231280020**

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING SOUTHERLY OF THE EDEN CEMETERY DISTRICT LINE AND EASTERLY OF THE POWDER MOUNTAIN WATER AND SEWER DISTRICT LINE BEING, ALL OF LOT B2 (OPEN SPACE), SUMMIT EDEN PHASE 1A, WEBER COUNTY, UTAH.

**EXHIBIT "B"****Description of Access Trail****Access Easement**

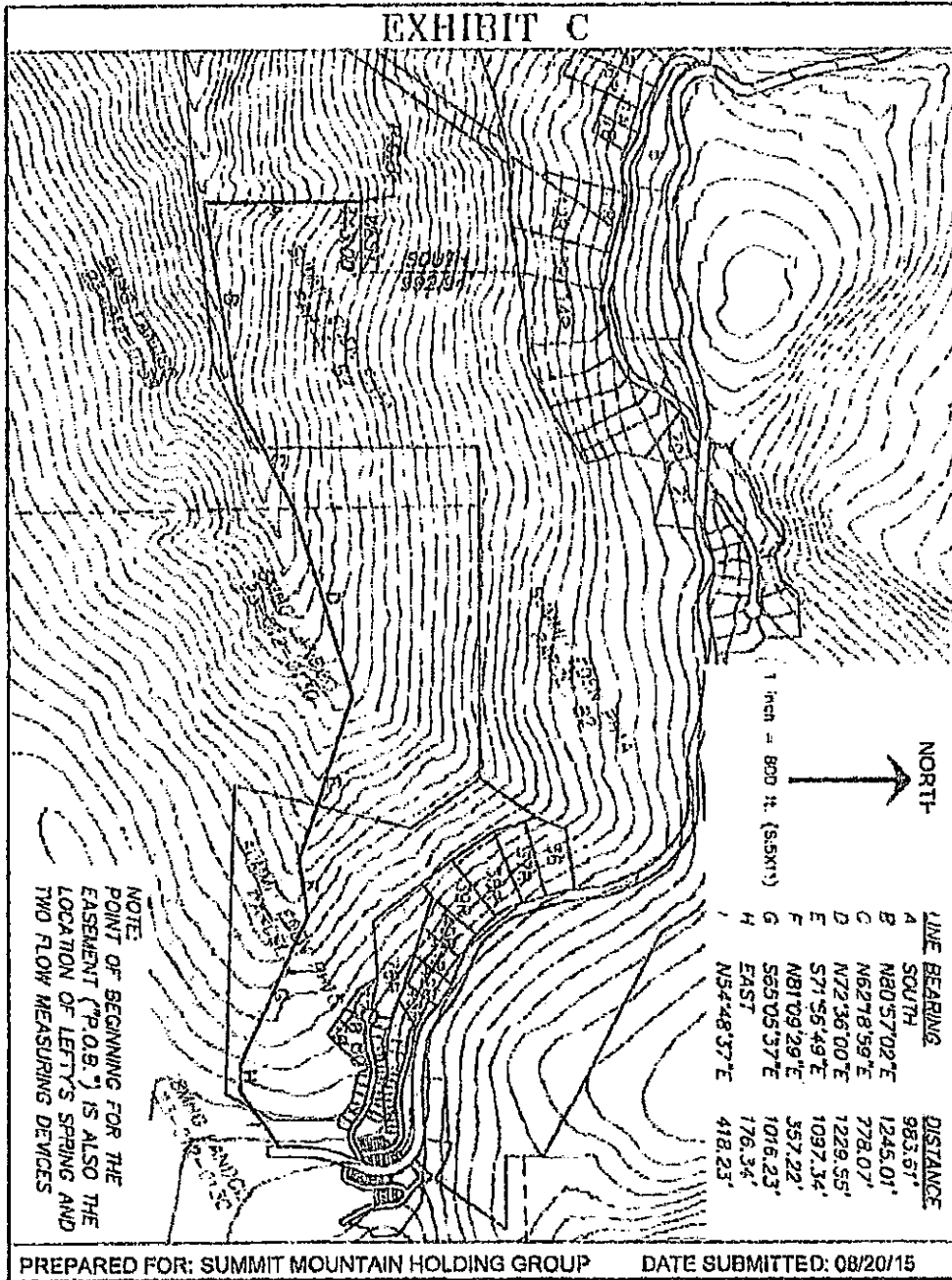
A 50 foot wide access easement, 25' on each side of the following described centerline:

Beginning at a point known as Lefty's Spring, said point being South 992.94 feet and West 443.00 feet from the southeast lot corner of Lot 13R of Summit Eden Phase 1A Subdivision as recorded on January 27, 2014 as entry number 2672943 in the official records of Weber County, and running thence South 983.61 feet; thence North 80°57'02" East 1245.01 feet; thence North 62°18'59" East 778.07 feet; thence North 72°36'00" East 1229.55 feet; thence South 71°56'49" East 1097.34 feet; thence North 81°09'29" East 357.22 feet; thence South 65°05'37" East 1016.23 feet; thence East 176.34 feet; thence North 54°48'37" East 418.23 feet more or less to a point on the west right of way line of Summit Pass, a Weber County public road as recorded on January 27, 2014 as entry number 21072934 in the official records of Weber County, said point also being the point of termination.

Contains approximately 8.38 acres.

**EXHIBIT "C"**

**Depiction of Access Trail**



**EXHIBIT B**  
**SETTLEMENT AGREEMENT**  
**SUMMIT MOUNTAIN HOLDING GROUP EXCHANGE E5382**

[Termination of 3 Acre-Feet Agreement]

**TERMINATION OF OUT OF PRIORITY DIVERSION AGREEMENT**  
**(3 ACRE FEET OF WATER)**

THIS TERMINATION OF OUT OF PRIORITY DIVERSION AGREEMENT (3 ACRE FEET OF WATER) (this "*Termination*") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and among WOLF CREEK IRRIGATION COMPANY, a Utah nonprofit corporation (the "*Company*"), and POWDER MOUNTAIN WATER AND SEWER IMPROVEMENT DISTRICT, a Utah Improvement District (the "*District*"), and SUMMIT MOUNTAIN HOLDING GROUP, L.L.C., a Utah limited liability company ("*Summit*"). The Company, the District, and Summit may sometimes be referred to herein individually as a "*Party*" or collectively as the "*Parties*."

**RECITALS:**

A. The Parties executed that certain Out of Priority Diversion Agreement (3 Acre Feet of Water), dated as of August 21, 2015 (the "*Agreement*"). A copy of the Agreement is attached hereto as **Exhibit A**.

B. The Agreement and the terms and conditions contained in the Agreement were conditioned upon approval by the Utah Division of Drinking Water of a Conditional Operating Permit permitting the District to deliver water to six (6) new year round homes and the issuance of two (2) building permits to Summit authorizing construction in the 2015 building season (collectively the "*Conditions Precedent*").

C. The Conditions precedent did not occur and the Agreement has not become effective.

D. The Parties each desire to terminate the Agreement.

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

1. **Incorporation**. The recitals set forth above are incorporated by reference as if fully set forth herein.

2. **Termination**. Effective as of the date of this Termination, the Parties hereby terminate the Agreement. From and after the date of this Termination, the Agreement will be of no further force or effect and the rights and obligations of the Parties thereunder shall terminate.

3. **Compliance and Waiver**. This Termination is intended to comply with any and all notice, grace, and other periods and requirements, if any, in the Agreement and with applicable law, and the Parties hereby waive any and all notice rights, any other conditions to their rights to terminate, and any other terms or conditions of the Agreement, if any, required to take place prior to expiration or termination of the Agreement and contained in the Agreement.

4. Governing Law. This Termination shall be governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule.

5. Entire Agreement. This Termination constitutes the entire agreement of the Parties with respect to the subject matter hereof.

6. Counterparts. This Termination may be executed in counterparts, and signatures delivered hereon by facsimile or electronic mail shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the Parties have caused this Termination to be duly executed as of the date first above written.

WOLF CREEK IRRIGATION COMPANY,  
a Utah non-profit corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

POWDER MOUNTAIN WATER & SEWER  
IMPROVEMENT DISTRICT

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

SUMMIT MOUNTAIN HOLDING GROUP, L.L.C.,  
a Utah limited liability company by SUMMIT  
REVOLUTION LLC, a Delaware limited liability  
company, its Sole Member

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**

**[Copy of Out of Priority Diversion Agreement (3 Acre Feet of Water)]**



**OUT OF PRIORITY DIVERSION AGREEMENT**  
**(3 ACRE FEET OF WATER)**

This OUT OF PRIORITY DIVERSION AGREEMENT (2015) (this "Agreement") is entered into as of August 21, 2015 by and among WOLF CREEK IRRIGATION COMPANY, a Utah non-profit corporation (the "Company"), and POWDER MOUNTAIN WATER AND SEWER IMPROVEMENT DISTRICT, a Utah Improvement District (the "District"), and SUMMIT MOUNTAIN HOLDING GROUP, L.L.C., a Utah limited liability company ("Summit"). The Company, the District, and Summit are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

**RECITALS**

A. The Company is a non-profit mutual irrigation company that supplies water available under Water Right No. 35-7188 (the "Company Water Right") to its shareholders.

B. The Company Water Right is decreed (Award 188 of the Ogden River Decree) with a priority date of January 1, 1861 for the diversion of up to 20 cfs (high flow) and 9.85 cfs (low flow) of water from Wolf Creek for the irrigation of 741.854 acres from March 1st to November 1st of each year (the "Irrigation Season") and for the year round storage of 129 acre-feet of water in two ponds. The Company Water Right is the earliest priority water right on Wolf Creek.

C. The District owns Change Application No. a33723 (35-4514, 35-4515 and 35-4516), and Exchange Application Nos. E467 (35-6124), E1273 (35-6712), and B4803 (35-12099) for the diversion of up to 147.55 acre-feet of water from Pizzel Springs Nos. 1, 2 and 3 (collectively the "Pizzel Springs"), and a shallow well or its possible future replacement commonly referred to as the "Cobabe Well" (collectively the "District Water Rights"). The District Water Rights do not include Exchange Application Nos. E4715 or E5382, which are owned by Summit and specifically not covered by this Agreement. The District Water Rights all have priority dates that are junior to the Company Water Right.

D. The District Water Rights are approved for municipal use and are used to supply water for indoor culinary use to existing domestic and commercial connections, for fire protection and other uses, according to their terms.

E. The District Water Rights divert water from sources that are tributary to Wolf Creek.

F. Unless the flows of Wolf Creek exceed 20 cfs during the high flow period or 9.85 cfs during the low flow period, a priority call on Wolf Creek may curtail all water diversions on Wolf Creek and its tributary sources during the Irrigation Season that are subsequent in priority to the Company Water Right, including the District Water Rights.

G. On July 28, 2015, the Company and the District entered into an Out of Priority Diversion Agreement (the "2015 Agreement") pursuant to which the District can divert flows tributary to Wolf Creek under the District Water Rights during the 2015 Irrigation Season at times when the flows of Wolf Creek are less than 9.85 cfs, with the permission of the Company. Paragraph 7 of the 2015 Agreement expressly prohibits water deliveries to Summit for any new connections. The 2015 Agreement will expire on November 1, 2015 by its terms.

II. Summit owns land and is the developer for a proposed new development at Powder Mountain (the "Development"). Summit has filed and obtained a conditioned approval of Exchange Application No. E5382 (the "Exchange"), which is intended to replace approved Exchange Application No. E4715 and be conveyed in the future to the District so that the District can provide water under the Exchange to the Development. The conditioned approval for the Exchange requires mitigation before it can be used and prohibits diversions during the Irrigation Season during times that water under the Company Water Right is being diverted and used, but is not fully satisfied, unless mitigation water is provided to the Company in sufficient quantities to off-set Summit and the District's diversions of water under the Exchange.

1. The Parties are in active negotiations to resolve issues relating to use of water under the Exchange.

J. Summit requires building permits for six (6) new year round homes and has requested the District to provide water from the District Water Rights for six (6) new year round connections (the "New Summit Connections").

K. The District needs approval of a Conditional Operating Permit by the Utah Division of Drinking Water ("DDW") to deliver water to the New Summit Connections, and this Agreement will become effective only upon such approval by DDW in a form that is acceptable to the Parties and issued by Weber County to Summit of two (2) building permits in the Development for construction in the 2015 building season.

L. The District estimates that it will require a maximum of three (3) acre-feet of water for each of the 2015 through 2018 Irrigation Seasons to provide service to the New Summit Connections while a permanent supply is secured, and the District and Summit are requesting the Company to amend the 2015 Agreement as provided herein and for three (3) acre feet of water from the Company for the 2016 through the 2018 Irrigation Seasons (the "3 Acre-Foot Diversion Amount").

M. The Company estimates that the amount of water available under one (1) share of the capital stock of the Company (the "Share") is sufficient to supply the 3 Acre-Foot Diversion Amount required by the District for each of the Irrigation Seasons covered by this Agreement to supply water to the New Summit Connections and the District and Summit acknowledge for the purposes of this Agreement that the District's quantification of water for the Share is an acceptable amount.

N. The Company has identified a shareholder that has reached an agreement with the Company to not divert any additional water under the Share for each of the 2016 through the

2018 Irrigation Seasons, and the Company is willing to amend the 2015 Agreement to allow the District to serve the New Summit Connections for the remainder of the 2015 Irrigation Season.

O. The Company desires an easement from Summit for access to and from Lesty's Springs and for installation, operation, maintenance, repair and replacement of monitoring devices to monitor the flows of Lesty's Springs to be constructed by the Company.

P. The Company, the District, and Summit desire to enter into this Agreement (i) to provide compensation and an easement to Lesty's Springs to the Company, (ii) to provide for the Company's construction and operation of one or more monitoring devices to monitor the flows of Lesty's Springs; (iii) to provide for Summit's construction of a monitoring device to be owned and operated by Summit to also monitor the flows of Lesty's Springs; (iv) to provide for the Company not diverting water under the Share to allow the District to serve the New Summit Connections for each of the 2016 through the 2018 Irrigation Seasons; and (v) to allow the District to serve the New Summit Connections under the 2015 Agreement for the remainder of the 2015 Irrigation Season.

NOW, THEREFORE, in consideration of the following promises, rights, obligations, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### AGREEMENT

1. Condition Precedent. This Agreement and the terms and conditions contained herein are conditioned upon approval by DDW of a Conditional Operating Permit permitting the District to deliver the water to the New Summit Connections hereunder that is acceptable to the Parties and issuance by Weber County to Summit of two (2) building permits in the Development for construction in the 2015 building season. This Agreement shall be effective as of the date of such approval by DDW and the issuance of the two building permits by Weber County (the "Effective Date").

2. Amendment of Paragraph 7 of the 2015 Agreement. Paragraph 7 of the 2015 Agreement between the Company and the District is amended to allow the District to serve the New Summit Connections for the remainder of the 2015 Irrigation Season as provided in this Agreement. The 2015 Agreement is not amended in any other way and will expire according to its terms on November 1, 2015. The term of this Agreement, however, shall run through the end of the irrigation season in 2018, as provided in Paragraph 8 below.

3. Payment by Summit to the Company. On the Effective Date, Summit shall make and deliver a payment to the Company in the amount of Eighty-Five Thousand and no/100 Dollars (\$85,000.00) in exchange for the Company allowing the District to serve the New Summit Connections under the 2015 Agreement for the remainder of the 2015 Irrigation Season, and such payment shall also provide adequate consideration for the Company not diverting any water under the Share as necessary to enable the District to divert this additional 3 Acre Feet of water during the 2016 through 2018 Irrigation Seasons to serve the New Summit Connections. (the "Forbearance Payment").

4. Termination of Diversions Under the Share. Upon the Effective Date and delivery of the Forbearance Payment to the Company, the Company will terminate all diversions of water under the Share for each of the 2016, 2017 and 2018 Irrigation Seasons.

5. Right to Pump Out of Priority. On the Effective Date, the District will have the right to serve the New Summit Connections under the District Water Rights out of priority from the Pizzel Springs and the Cobabe Well (the "District's Approved Sources") for the remainder of the 2015 Irrigation Season under the 2015 Agreement as amended herein and the right to divert up to the 3 Acre-Feet Diversion Amount for the 2016 through 2018 Irrigation Seasons to supply water to the New Summit Connections under this Agreement.

6. Notification to State Engineer of This Agreement. The Company will promptly notify the State Engineer, the Weber and Ogden River Commissioners, Weber County and DDW of the existence of this Agreement upon its execution by all of the Parties.

7. Monitoring and Reporting Requirements. The District will maintain, repair and/or replace the existing measuring devices on the District's Approved Sources as is necessary and appropriate to accurately measure all diversions from the District's Approved Sources, and the District will make commercially reasonable best efforts to monitor and record all diversions from the District's Approved Sources and provide an accounting of its diversions to the Company and the Weber and Ogden River Commissioner on a weekly basis until the end of the 2018 Irrigation Season. In addition, measurements shall be taken either manually or electronically to assure that out of priority diversions under this Agreement do not exceed the annual 3 Acre-Feet Diversion Amount. The District agrees, in good faith, to operate its culinary water system in such a way as to reduce and minimize spillage and waste. Upon the request of the Company, with at least twenty-four (24) hours advance notice, the District will provide the Company access to the flow meter at the District's Pump House 3, which measures all of the water produced from the District's Approved Sources, for the purposes of verifying the accuracy of the measuring devices and verifying the accuracy of the amounts of water diverted from the District's Approved Sources during the term of this Agreement.

8. Term of Agreement. This Agreement commences on the Effective Date and payment of the Forbearance Payment and automatically terminates at midnight on November 1, 2018.

9. Limitation on Out of Priority Diversions. This Agreement authorizes out of priority diversions by the District to serve the New Summit Connections under Paragraph 7 of the 2015 Agreement, as amended herein, and authorizes out of priority diversions by the District up to the 3 Acre-Feet Diversion Amount in the 2016 through 2018 Irrigation Seasons only from the District Water Rights as they are defined herein. The water diverted under this Agreement may only be used by the District to supply indoor culinary water to the New Summit Connections and ancillary purposes associated with the New Summit Connections. For the term of this Agreement, the District shall not use out of priority diversions of water diverted under this Agreement to serve any connections other than the New Summit Connections.

10. Permanent Easement. Within thirty (30) days of the Effective Date of this Agreement, Summit shall grant to the Company a permanent easement to be recorded in the office of the Weber County Recorder and indexed against Summit's land to provide perpetual access to and from the existing monitoring device on Lower Lefty's Springs and to and from a new monitoring device to monitor the flows of Lefty's Springs at a point yet to be determined by the Company as set forth in more detail in Paragraph 11 below. The easement shall also grant rights for the installation, operation, maintenance, repair, and replacement of the existing monitoring device and the new monitoring device. The permanent easement shall be substantially in the form attached as Exhibit "A" to this Agreement. In the event that Summit does not execute and deliver the permanent easement substantially in the form of Exhibit "A," as provided in this Paragraph, the Company may, in its sole discretion and without advance notice or the opportunity to cure, terminate this Agreement with respect to the District's right to divert water out of priority to serve the New Summit Connections during the 2016 through 2018 Irrigation Seasons, and no portion of the Forbearance Payment shall be returned to Summit or paid to the District.

11. New Monitoring Device. Prior to December 31, 2015, Summit will at its cost install a new monitoring device to monitor the flows of Lefty's Springs. Summit will share all data from the monitoring device with the Company. The location, design, and installation of the monitoring device shall be acceptable to the Company.

12. Assignment. This Agreement is binding upon and may be assigned to the Parties' successors.

13. Reservation of Rights. This Agreement shall not compromise any other rights, claims, demands, liabilities, assessments, or other matters not specifically set forth in this Agreement. The Parties reserve any and all rights they may possess with respect to matters not specifically compromised pursuant to this Agreement. This Agreement does not grant any rights to Summit or the District with respect to the Exchange or Exchange E4715 or any additional rights with respect to the District Water Rights that are not described herein. The Company specifically reserves all other rights to which it is entitled under the Company Water Right, including, without limitation, the rights to make a priority call on Wolf Creek and its tributaries, to protest, object to or challenge any filings made by the other Parties, to divert its full supply of water under the Company Water Right during the irrigation season unless in the future it makes agreements otherwise, to challenge future water use of the Parties that the Company believes impairs the Company Water Right and to negotiate resolution of outstanding and ongoing issues with respect to use of water interfering with the Company's Water Right.

14. No Admission or Concession of Liability/No Precedent. The Parties understand, acknowledge and agree that the rights granted to the District and Summit in this Agreement are solely applicable to the 2015 through 2018 Irrigation Seasons, that they provide no precedential value and shall not constitute any admission or concession respecting the Water Rights or operations of any Party. The Parties further understand, acknowledge and agree that the information and statements contained in this Agreement, including the recital paragraphs, are not to be construed as an admission or concession of any liability or responsibility by any Party or the factual accuracy of the same.

15. Good Faith Negotiations. The Company and Summit are actively negotiating and will continue to negotiate in good faith toward reaching workable solutions and a long-term agreement concerning issues with the Reissued Order of the State Engineer dated August 19, 2015, conditionally approving the Exchange. Water under the Exchange will be delivered by the District, and the Parties agree to negotiate in good faith to establish acceptable mitigation to permit the year round long-term use of water under the Exchange.

16. Entire Agreement. The Parties agree and acknowledge that no promise, representation, inducement, covenant or agreement not expressly set forth herein has been made by any party to another or any of their representatives, and that this Agreement constitutes the entire and complete agreement between the Parties respecting the subject matter hereof, and that any and all negotiations and discussions are merged into this Agreement. No addition, deletion, or amendment shall have any force or effect, except as mutually agreed to in writing signed by all of the Parties.

17. Warranty of Authority. Each Party hereby represents and warrants to the other that the execution, delivery, and performance of this Agreement by such Party have been duly authorized by all requisite corporate or other action on the part of such Party, and, when executed and delivered by such Party, this Agreement will constitute the valid and binding obligation of such Party, enforceable in accordance with its terms.

18. Cooperation. The Parties agree to exercise good faith cooperation and reasonable diligence to carry out the intent and purpose of this Agreement and to carry out the performance of their respective obligations hereunder.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah without regard to its conflict of law or choice of law rules.

20. Attorneys' Fees. If any action is brought because of any breach of, or to enforce, interpret, rescind, or terminate any of the provisions of this Agreement, the party prevailing in such action shall be entitled to recover from the other party or parties reasonable attorneys' fees and court costs incurred in connection with such action, the amount of which shall be fixed by the court and made a part of any judgment rendered.

21. Recitals and Headings. The recitals set forth above shall be deemed to be incorporated within this Agreement as if fully set forth herein, and this Agreement shall be interpreted in light of such recitals. The captions and headings contained herein are for convenient reference only and are not a part of the Agreement.

22. Notices. All notices, consents, requests, instructions, approvals and other communications provided for herein shall be deemed validly given, made or served if in writing and delivered personally or sent by certified mail, postage prepaid, or by overnight courier, charges prepaid:

If to the Company:

Wolf Creek Irrigation Company  
P.O. Box 761  
Eden, UT 84310

If to the District:

Powder Mountain Water and Sewer  
Improvement District  
P.O. Box 270  
Eden, UT 84310

If to Summit:

Summit Mountain Holding Group, L.L.C.  
Attn.: General Counsel  
3923 N. Wolf Creek Drive  
Eden, UT 84310

or such other address as shall be furnished in writing by any Party to the other Parties.

23. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties. This Agreement is not intended to, and does not, give or create any rights to or in any person, other than the Parties hereto.

24. Construction. The Parties intend that no Party shall be deemed to be the drafter of this Agreement, that the Parties collectively shall be deemed to have drafted it, and that it shall be construed without regard to rules of construction that might otherwise apply against a drafter.

25. Voluntary Agreement. The Parties have read this Agreement and have freely and voluntarily entered into the Agreement. The Parties acknowledge that they and their attorneys have made such investigation of facts pertaining to this Agreement, and all of the matters pertaining thereto, as they deem necessary.

26. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Photocopies or facsimile copies of executed copies of this Agreement may be treated as an original.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the ~~Execution Date~~ Effective Date.

WOLF CREEK IRRIGATION COMPANY,  
a Utah non-profit corporation

POWDER MOUNTAIN WATER &  
SEWER IMPROVEMENT DISTRICT

By: *Dee R. Staple*  
Its: President  
Date: August 21, 2015

By: *Michael Green*  
Its: Chairman  
Date: Aug 21 2015

SUMMIT MOUNTAIN HOLDING GROUP, L.L.C.  
a Utah limited liability company by SUMMIT REVOLUTION  
LLC, a Delaware limited liability company, its Sole Member

By: *Paul Strange*  
Its: Authorized Signatory  
Date: August 21, 2015



EXHIBIT A

{Easement Agreement}

## WHEN RECORDED, RETURN TO:

Wolf Creek Irrigation Company  
P.O. Box 761  
Eden, Utah 84310  
Attention: Mr. Dee Staples

**EASEMENT AGREEMENT**  
(Lefly's Springs and Monitoring Facilities)

This EASEMENT AGREEMENT (Lefly's Springs and Monitoring Facilities) (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and among SMHG Phase I, LLC, a Delaware limited liability company, SMHG Landco LLC, a Delaware limited liability company, their ultimate parent company Summit Mountain Holding Group, L.L.C. and their successors and assigns (collectively the "Grantor"), and Wolf Creek Irrigation Company, a Utah non-profit corporation, and 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 a mutual irrigation company supplying water to its shareholders in the Ogden Valley and owns, among other things, the earliest priority water right in Wolf Creek.

C. Lefly's Springs is a tributary to Wolf Creek and is located on Grantor's Property. Grantee desires easements from Grantor to access, install, operate, maintain, repair, and replace one or more water flow measuring and monitoring devices to measure the flow of Lefly's Springs (the "Facilities").

D. Grantor agrees to grant the easements set forth below to Grantee pursuant to the terms and conditions set forth in this Agreement.

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) the following perpetual easements in gross:

a. A perpetual non-exclusive permanent easement over, across, and through Grantor's Property for pedestrian, bicycle and equestrian ingress, egress and access by means of the access trail (the "Access Trail") identified on Exhibit "B" and depicted on Exhibit "C" both

of which are attached hereto and incorporated herein. Grantee shall not have the right to construct, install, maintain, repair, or rebuild any improvements for use of the Access Trail.

b. A perpetual non-exclusive permanent easement on, over, across, under and through that portion of the Access Trail marked "A" on Exhibit "B," for the installation, operation, maintenance, repair and replacement of a water flow measurement and monitoring device and related improvements by Grantee. Grantee shall provide Grantor with the proposed location for installation of this water flow measurement and monitoring device within that portion of the Access Trail marked "A" prior to its installation and Grantor may not object to Grantee's proposed location if it does not unreasonably interfere with the operation, maintenance, repair and replacement of any existing water flow and monitoring device of Grantor.

c. A perpetual non-exclusive permanent easement on, over, across, under and through that portion of the Access Trail marked "A" on Exhibit "B," for the operation, maintenance, repair and replacement of the existing water flow measurement and monitoring device and related improvements at the location commonly referred to by Grantee as "Lower Lefty's Spring."

The two water flow measurement and monitoring devices described in this Paragraph 1 are collectively referred to herein as the "Monitoring Facilities" and the three easements described in this Paragraph 1 are collectively referred to herein as the "Easements."

2. Location of Access Trail. The exact location of the Access Trail may be modified, changed, and/or relocated by Grantor from time to time, with Grantee's prior written consent, which may not be unreasonably denied by Grantee. Any such modification or relocation must provide access to Grantee from substantially the same point of beginning (i.e., in the Village) and provide substantially equivalent access to the Monitoring Facilities located in that portion of the Access Trail marked "A" on Exhibit "B." Any such modification or relocation will also require that this Agreement be amended and that the amendment to this Agreement be recorded in the office of the Weber County Recorder and properly indexed against Grantor's Property.

3. Notice Requirement, Maintenance, Replacement, Liens. Grantee shall provide Grantor prior notice before using the Access Trail. During the winter months and the big game hunting seasons, Grantee shall provide Grantor with forty-eight (48) hours prior notification. Such notification is not required to be in writing. Grantee shall be responsible, at its sole cost and expense, for the construction, operation, maintenance, repair, and replacement of the Monitoring Facilities. Grantee shall also be responsible for restoring and re-vegetating any areas of Grantor's Property that are damaged resulting from Grantee's use of the Access Trail and/or Monitoring Facilities. In addition, Grantee shall not permit, and shall indemnify Grantor against, any lien or claim of mechanics or laborers filed against Grantor's Property, or any part or parts thereof arising from non-payment of costs, fees or other expenses for any work, labor or materials furnished pursuant to any agreement by Grantee relating to the Monitoring Facilities. Within thirty (30) days after Grantee receives notice of such filing or recording of any such lien, Grantee shall cause the same to be discharged by obtaining a release thereof or bonding over such mechanics' lien or otherwise. If Grantee fails to cause such lien to be discharged within

such period, Grantor shall have the right (but not the duty), in addition to any other remedies provided herein, to pay all amounts necessary to cause such lien to be discharged and released of record, and any amounts so paid by Grantor shall be repaid by Grantee, plus interest from the date of Grantor's payment at the rate of eighteen percent (18%) per annum until paid.

4. Grantee's At-Risk Use and Winter Conditions. Grantee's use of the Access Trail shall be at its own risk and Grantee acknowledges and agrees that Grantor has no obligation or duty to improve, maintain or repair the Access Trail or the Monitoring Facilities. Grantor has no duty or obligation to provide avalanche control for the Access Trail and/or the locations of the Monitoring Facilities. In addition, Grantee acknowledges that during winter months the Access Trail and locations of the Monitoring Facilities are difficult to reach and are exposed to a high degree of avalanche danger and other winter conditions. Prior to using the Access Trail during winter months Grantee shall discuss conditions of access relating to the Access Trail and Monitoring Facilities with Grantor, including avalanche danger; however, Grantee hereby expressly waives any claim it, or its members, partners, directors, officers, agents, contractors, employees and guests may have against Grantor for any damage, injury, death or other liability, to any person or property, which may arise as a result of or otherwise be attributable in any way to the use of the information discussed. Grantor shall not guarantee the accuracy of the information provided. During the winter months, Grantor may, in its sole discretion (but without the obligation), provide Grantee transportation to the Monitoring Facilities through use of snowmobiles and/or snowcats owned and operated by Grantor's affiliates in its skiing operations of the Powder Mountain Resort.

5. Benefitted Parties. The Easement shall be for the use and benefit of the following parties (the "Benefitted Parties"): (a) Grantee and its successors and assigns; and (b) all employees, contractors, subcontractors and invitees of Grantee, its successors and assigns.

6. Data from Grantor and Grantee Installed Monitoring Devices. Grantor intends to construct one or more waterflow measuring and monitoring devices to monitor the flows of Lofly's Springs, Wolf Creek, and/or other sources tributary to Wolf Creek. Providing such devices are constructed and operated by Grantor it shall timely provide to Grantee any data obtained from such devices. Grantee agrees that it shall timely provide to Grantor any data which it may obtain from the Monitoring Facilities and from any other measuring and monitoring device that monitors the flows of Lofly's Springs, Wolf Creek, and/or other sources tributary to Wolf Creek.

7. Taxes. Grantor shall pay when due all real property taxes and assessments assessed against the Easements. Grantee shall pay when due any taxes assessed against the Monitoring Facilities, if any (excluding any access roads or improvements owned by a third party) permitted hereunder and installed in the Easement by Grantee.

8. No Public Dedication. The Easements shall not be construed as creating any rights in or for the benefit of the general public, or be deemed to be a gift or dedication of any part of the Easements, in whole or in part, to the general public or for any public use whatsoever.

9. Notices. With the exception of the notice required to be given by Grantee to Grantor prior to using the Access Trail pursuant to Paragraph 3 hereof, 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:** SMHG Landco LLC,  
SMHG Phase I, LLC and  
Summit Mountain Holding Group, LLC  
3923 N. Wolf Creek Drive  
Eden, Utah 84310  
Attention: General Counsel  
email: paul@summit.co  
Telephone: (801) 987-0570

**Grantee:** Wolf Creek Irrigation Company  
P.O. Box 761  
Eden, Utah 84310  
Attention: Mr. Dee Staples  
email: [sudecalanles@hotmail.com](mailto:sudecalanles@hotmail.com)  
Telephone: (801) 721-3730

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.

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

11. 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.

12. Indemnity. Grantee shall indemnify and hold harmless Grantor, its members, partners, directors, officers, agents, contractors and employees, free from or against any and all

liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage to the extent arising from the use of the Access Trail and/or the Monitoring Facilities, except for any such liability, loss, damage, costs and expenses to the extent arising directly and solely from the acts of Grantor or its members, partners, directors, officers, agents, contractors and employees.

13. General Provisions.

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

b. Modification and Waiver. This Agreement may be modified or amended only by a writing signed by each of the parties hereto or their respective successors or assigns and recorded in the official records of the Weber County Recorder's Office. This Agreement is governed by the laws of the State of Utah. The failure to any party hereto to insist upon strict performance or any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that such party may have, and shall not be deemed a waiver or any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein.

c. 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.

d. 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.

e. Partial Invalidation. 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.

f. 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.

g. 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.

h. Authority. Each party hereto is duly organized, existing and in good standing under the laws of the state of the jurisdiction in which it is organized and has the full right and authority to enter into this Easement Agreement and consummate the transaction contemplated hereby. All requisite company action has been taken by each party in connection with the entering into of this Easement Agreement and the consummation of the transaction

contemplated hereby. Each of the persons signing this Easement Agreement on behalf of a party hereto is authorized to do so.

*[Signatures and Notaries on Following Pages]*

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

**GRANTOR:**

SMHG LANDCO LLC, a Delaware limited liability company, by Summit Mountain Holding Group, LLC, a Utah limited liability company, its Sole Member

By: SUMMIT REVOLUTION LLC, a Delaware limited liability company  
Its: Sole Member

By: \_\_\_\_\_  
Name: Paul Strange  
Title: Authorized Signatory

SMHG Phase I, LLC, a Delaware limited liability company

By: SMHG Investments LLC, a Delaware limited liability company  
Its: Sole Member

By: \_\_\_\_\_  
Name: Paul Strange  
Title: Authorized Signatory

Summit Mountain Holding Group, LLC, a Utah limited liability company, its Sole Member

By: SUMMIT REVOLUTION LLC, a Delaware limited liability company  
Its: Sole Member

By: \_\_\_\_\_  
Name: Paul Strange  
Title: Authorized Signatory



STATE OF \_\_\_\_\_ )  
:ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Paul Strange as Authorized Signatory of Summit Revolution LLC, a Delaware limited liability company, the sole member of Summit Mountain Holding Group, LLC, a Utah limited liability company, the sole member of SMHG Landco LLC, a Delaware limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
:ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Paul Strange as Authorized Signatory of SMHG Investments LLC, a Delaware limited liability company, the sole member of SMHG Phase 1, LLC, a Delaware limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
:ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Paul Strange as Authorized Signatory of Summit Revolution LLC, a Delaware limited liability company, the sole member of Summit Mountain Holding Group, LLC, a Utah limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

**GRANTEE:**

**WOLF CREEK IRRIGATION COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH        )  
                              : ss.  
COUNTY OF WEBER    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, the \_\_\_\_\_ of Wolf Creek Irrigation Company.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

**EXHIBIT "A"**

**Description of Grantor's Property**

Parcel # 230120139

Parcel # 230120130

Parcel # 231280020

A-1

**EXHIBIT "B"**

**Description of Access Trail**

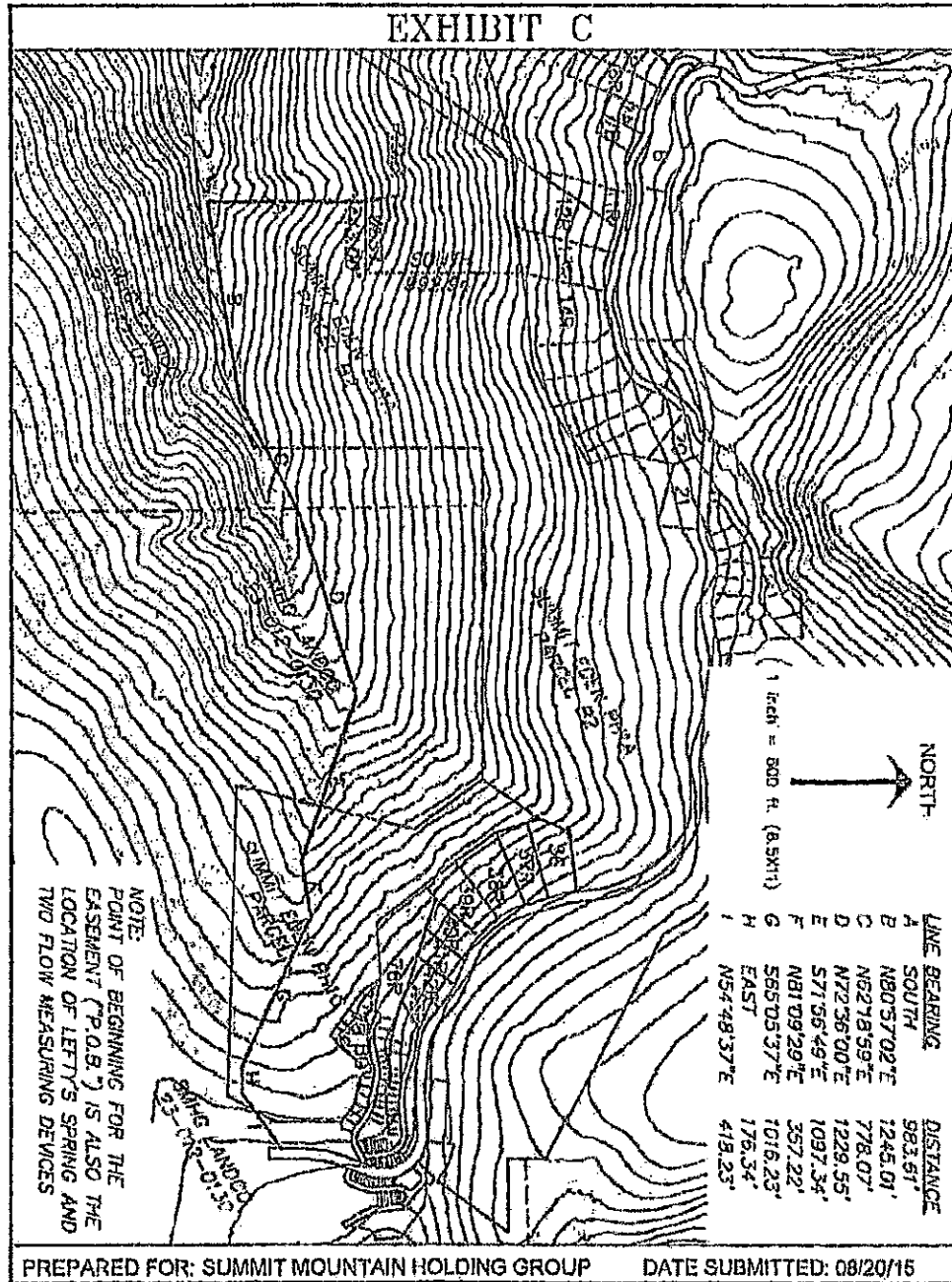
**Access Easement**

A 50 foot wide access easement, 25' on each side of the following described centerline:

Beginning at a point known as Lefty's Spring, said point being South 992.94 feet and West 443.80 feet from the southeast lot corner of Lot 13R of Summit Eden Phase 1A Subdivision as recorded on January 27, 2014 as entry number 2672943 in the official records of Weber County, and running thence South 983.61 feet; thence North 80°57'02" East 1245.01 feet; thence North 62°18'59" East 778.07 feet; thence North 72°36'00" East 1229.55 feet; thence South 71°56'49" East 1097.34 feet; thence North 81°09'29" East 357.22 feet; thence South 65°05'37" East 1016.23 feet; thence East 176.34 feet; thence North 54°48'37" East 418.23 feet more or less to a point on the west right of way line of Summit Pass, a Weber County public road as recorded on January 27, 2014 as entry number 21072934 in the official records of Weber County, said point also being the point of termination.  
Contains approximately 8.38 acres.

**EXHIBIT "C"**

**Depiction of Access Trail**



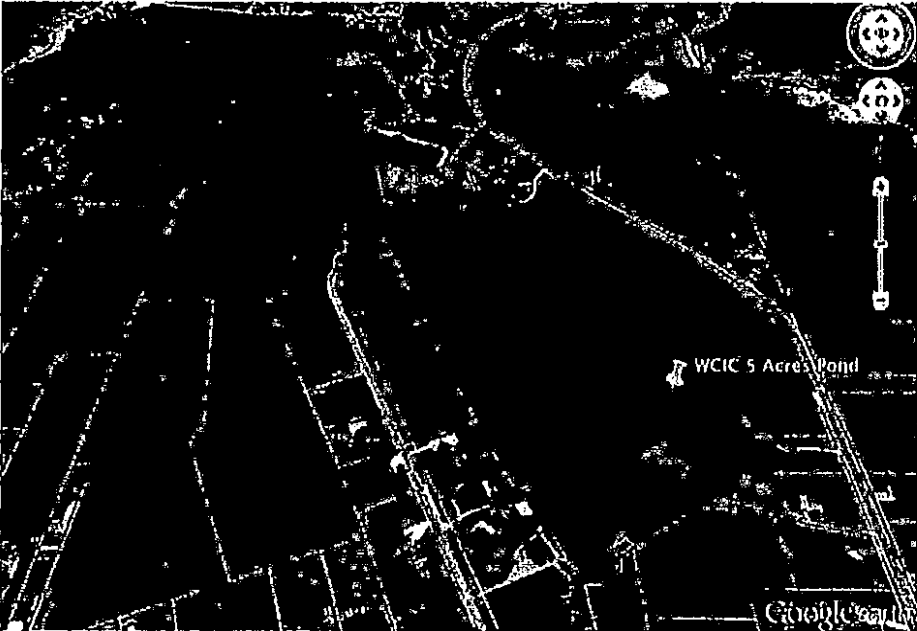
**EXHIBIT C**

**SETTLEMENT AGREEMENT**

**SUMMIT MOUNTAIN HOLDING GROUP EXCHANGE E5382**

[Depiction of Balloon Fest Reservoir Location on "Wolf Barn" Property]

Exhibit C to Settlement Agreement Summit Mountain Holding Group Exchange E5382





**EXHIBIT D**  
**SETTLEMENT AGREEMENT**  
**SUMMIT MOUNTAIN HOLDING GROUP EXCHANGE E5382**

[Reservoir Easement Agreement]

**When Recorded Mail To:**  
Wolf Creek Irrigation Company  
Attn: Mr. Dee Staples  
P.O. Box 761  
Eden, Utah 84310

**RESERVOIR EASEMENT AGREEMENT**

**THIS RESERVOIR EASEMENT AGREEMENT** (this "Agreement") is entered into as of \_\_\_ this day of \_\_\_\_\_, 2016, by and among **SUMMIT MOUNTAIN HOLDING GROUP, L.L.C.**, a Utah limited liability company ("Grantor") and **WOLF CREEK IRRIGATION COMPANY**, a Utah nonprofit corporation ("Grantee").

**RECITALS**

A. Grantor is the owner in fee simple of certain real property located in Weber County, Utah, as more particularly described on Exhibit A attached to and made a part of this Agreement (the "Grantor Property").

B. Grantee is the owner of Water Right No. 35-7188, a decreed right (Award 188 of the Ogden River Decree) with a priority date of January 1, 1861 for the diversion of up to 20 cfs (high flow) and up to 9.85 cfs (low flow) of water from Wolf Creek for the irrigation of 741.854 acres of land from March 1st to November 1st of each year and for the year round storage of 129 acre-feet of water in two ponds (the "Water Right").

C. Grantor has agreed to allow Grantee to construct a reservoir on a portion of the Grantor Property at Grantee's cost and expense (the "Balloon Fest Reservoir"), to store water associated with the Water Right in the Balloon Fest Reservoir, and has agreed to grant Grantee certain easements in conjunction therewith.

**AGREEMENT**

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made part of this Agreement.

2. **Grant of Easements.** Grantor grants to Grantee a Reservoir Easement, Pipeline Easement and Access Easement (collectively, the "Easements"):

a. **Reservoir Easement.** Subject to the terms and conditions of this Agreement, Grantor hereby grants to Grantee a perpetual, non-exclusive easement (the "Reservoir Easement") through, on, over, across and under the area described on Exhibit B-1 and depicted on Exhibit B-2 attached to and made a part of this Agreement (the "Reservoir Easement Area") for the purposes of providing the storage of water related to the Water Right in the Balloon Fest Reservoir and for the operation, construction, maintenance, repair and upgrading of the Balloon Fest Reservoir. The Reservoir Easement (i) shall be for the benefit of Grantee, (ii) may be used by Grantee and any person entering onto the Reservoir Easement Area with the express or implied permission of Grantee for the purposes allowed herein, and (iii) shall be appurtenant to, for the benefit of, and run with the title to the Water Right. In consideration of such grant, the Reservoir Easement shall be subject to all of the terms and conditions set forth herein.

b. **Pipeline Easement.** Subject to the terms and conditions of this Agreement, Grantor hereby grants to Grantee perpetual, non-exclusive easements fifteen (15) feet in width (collectively the "Pipeline Easement") through, on, over, across and under yet to be determined portions of the Reservoir Easement Area and through, on, over, across and under the area described on Exhibit C attached to and made a part of this Agreement (the "Pipeline Easement Area") for the purposes of (a) operating, constructing, maintaining, repairing, upgrading and replacing the pipelines (the "Pipelines") and water diversion, transmission and related facilities, including without limitation, flumes, meters, underpasses, culverts, pipelines, conduits, liners and other surface and below ground appurtenances that protect, serve or otherwise benefit the Pipelines (the "Pipeline Facilities") hereafter constructed upon the Pipeline Easement Area, and (b) for delivering water attributable to the Water Right to and from the Balloon Fest Reservoir. The Pipeline Easement (i) shall be for the benefit of Grantee, (ii) may be used by Grantee and any person entering onto the Pipeline Easement Area with the express or implied permission of Grantee for the purposes allowed herein, and (iii) shall be appurtenant to, for the benefit of, and run with the title to the Water Right. In consideration of such grant, the Pipeline Easement shall be subject to all of the terms and conditions set forth herein.

c. **Access Easement.** Subject to the terms and conditions of this Agreement, Grantor hereby grants to Grantee a perpetual, non-exclusive easement (the "Access Easement") through, on, over, and across the area described on Exhibit D attached to and made a part of this Agreement (the "Access Easement Area") for the purpose of providing ingress, egress and access to and from the Balloon Fest Reservoir, the Pipelines, and the Pipeline Facilities. The Access Easement (i) shall be for the benefit of Grantee, (ii) may be used by Grantee and any person entering onto the Access Easement Area with the express or implied permission of Grantee for the purposes allowed herein, and (iii) shall be appurtenant to, for the benefit of, and run with the title to the Water Right. In consideration of such grant, the Access Easement shall be subject to all of the terms and conditions set forth herein.

3. **Relocation of Easements.** Grantor shall not have the right to relocate the Reservoir Easement or the Pipeline Easement without Grantee's prior written consent, which consent shall not be unreasonably withheld or delayed. Grantor shall have the right to relocate

the Access Easement, so long as the relocation does not materially prevent or hinder the use of the Access Easement by Grantee, and the relocated Access Easement is not materially less convenient. Any relocation of any of the Easements requested by Grantor shall be at Grantor's sole cost and expense. Grantor or Grantee shall have the right from time to time, with the prior written consent of the party not requesting the relocation, which consent shall not be unreasonably withheld or delayed, to relocate or extend the Pipelines and the Pipeline Facilities as reasonably necessary to deliver water to or from the Reservoir. In case of a relocation the Pipelines and the Pipeline Facilities, the party requesting the relocation, at its sole cost and expense, shall construct replacement improvements and facilities in a good and workmanlike manner and in accordance with all applicable laws and free and clear of liens and claims therefor of a quality equal to or better than the improvements existing in the applicable Reservoir Easement Area, Access Easement Area and Pipeline Easement Area (collectively, the "Easement Areas") immediately prior to the relocation. All such work related to the relocation shall be completed within one hundred twenty (120) days after commencement, subject to extension as the result of delays caused by a Force Majeure Event as such is defined in Section 16.h. of this Agreement. At the completion of the relocation of any Easement Area, Grantor and Grantee shall execute, and the party requesting the relocation shall file for recording, (a) an amendment to this Agreement or an easement in form and substance similar to this Agreement, granting an easement on the new Easement Area, and (b) appropriate instruments to release and terminate the burdens of this Agreement upon the portion of the original Easement Areas abandoned as a result of such relocation.

4. Termination of Easements. The Easements may be terminated or amended only by a written instrument executed by Grantor and Grantee.

5. Compliance With Laws. Any use by Grantee of the Easement Areas shall be in compliance with all applicable governmental codes, regulations, ordinances and requirements.

6. Maintenance and Repair. Grantee shall be responsible for promptly and diligently constructing, maintaining, repairing, and inspecting all improvements in the Easement Areas in good, safe and operable condition and repair at all times, and in compliance with all applicable governmental codes, regulations, ordinances and requirements (collectively, "Maintenance and Repair"). All Maintenance and Repair shall be performed in a good and workmanlike manner. The cost of the Maintenance and Repair shall be borne by Grantee at its sole cost and expense.

7. Damage to Grantor Property. Grantee shall not use the Easement Areas in any way that will cause injury or damage to the Grantor Property. In the event of any injury, loss, or damage to the Grantor Property resulting from the use by Grantee of the Easement Areas or otherwise, Grantee shall, within thirty (30) days after demand, repair, or reimburse or pay to Grantor any amounts necessary to repair, any damage to the Grantor Property or any part thereof and any improvements thereon and any other related losses or expenses. Notwithstanding the forgoing, Grantee shall only be responsible for acts or omissions of Grantee or anyone acting by, through, under or at the request of Grantee, and Grantee shall not be responsible for the acts of Grantor or for the acts or omissions of unrelated third parties utilizing the Easement Areas.

8. **No Mechanics' Liens.** Nothing contained herein shall authorize Grantee, or any person or entity acting by, through, with, or on behalf of Grantee, to subject all or any portion of the Grantor Property to any mechanics', materialmen's or other lien on account of supplies, machinery, tools, equipment, labor or materials furnished or used in connection with any activities performed by or at the request of Grantee (a "Lien"). If any such Lien shall be filed against the Grantor Property, Grantee shall, at its sole cost and expense, cause the Lien to be discharged. In the event that such Lien is not discharged by Grantee within thirty (30) days after receipt of written notice of the existence of the Lien, Grantor, at its option, and at the reasonable expense of Grantee, may enter into, defend, prosecute or pursue any effort or action (whether or not litigation is involved) which Grantor deems reasonably necessary to defend it and the Grantor Property from and against such Lien, and all costs incurred by Grantor in connection therewith, together with interest thereon at the rate of twelve percent (12%) per annum, shall be payable by Grantee to Grantor within ten (10) days of written demand for the same, which written demand shall include proof of payment by Grantor.

9. **Grantor's Indemnification.** Grantor shall indemnify, defend and hold harmless Grantee, its managers, members, officers, directors, shareholders employees, agents, successors and assigns from and against any and all obligations, claims, demands, damages, injuries, liens (including, without limitation, mechanics' and materialmen's liens), losses, suits, actions, judgments, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (collectively "Claims") which may be incurred by or asserted against Grantee, its managers, members, officers, directors, shareholders employees, agents, successors and assigns to the extent that they in any way arise out or are related to (a) the activities of Grantor on the Easement Areas or the Grantor Property, or (b) the failure to perform or breach of any of Grantor's obligations under this Agreement.

10. **Grantee's Indemnification.** Grantee shall indemnify, defend and hold harmless Grantor, its managers, members, employees, agents, successors and assigns from and against any and all Claims which may be incurred by or asserted against Grantor, its managers, members, employees, agents, successors and assigns, in any way arising out of or related to (a) the entry upon or activities of Grantee or anyone using the Easement Areas upon Grantee's authorization or request, on the Easement Areas or the Grantor Property, including without limitation, any failure by Grantee or anyone using the Easement Areas upon Grantee's authorization or request to comply with all applicable federal, state and local laws and regulations applicable to the Easement Areas or the Grantor Property or activities thereon conducted by Grantee or anyone using the Easement Areas upon Grantee's authorization or request, (b) the failure to perform or breach of any of Grantee's obligations under this Agreement, or (c) any injury or damage to the Grantor Property resulting from the use by Grantee of the Grantor Property or the Easement Areas or anyone using the Grantor Property or the Easement Areas upon Grantee's authorization or request.

11. **Insurance.** Grantee shall be required to obtain and keep in full force and effect at all times during the term of this Agreement, and to pay the costs and premiums of, broad form general commercial liability insurance with respect to the use and operation of the Easements, with limits of not less than \$1,000,000.00 combined single limit of liability and coverages reasonably satisfactory to Grantor. Such insurance shall contain a waiver of subrogation, shall name Grantor as an additional insured, and a certificate of insurance

evidencing such coverage shall be provided to Grantor prior to diverting any water into storage in the Balloon Fest Reservoir.

12. **Environmental.** All of Grantee's activities with respect to the Grantor Property and the Easement Areas will be conducted in compliance with all federal, state, and local statutes, ordinances, rules, regulations, and orders, as well as all requirements of common law, concerning: (a) those activities; (b) repairs or construction of any improvements; (c) manufacturing, processing, and/or handling of any materials; (d) discharges to the air, soil, surface water, or groundwater; and (e) the storage, treatment, and disposal of any waste at or connected with any activity on the Grantor Property or the Easement Areas (collectively, the "Laws"). Grantee shall not permit, cause, or allow the introduction of any petroleum products or hazardous or toxic substances, materials, or wastes as defined by any Law ("Hazardous Materials") onto the Grantor Property or the Easement Areas.

13. **Interference; Grantor's Retained Rights.** Grantee will exercise all of Grantee's rights and obligations under this Agreement in such a manner as to cause the least amount of unreasonable interference to Grantor and the Grantor Property. The Easements are non-exclusive to Grantee, and Grantor retains the right to the undisturbed use and occupancy of the Grantor Property (including the Easement Areas) for any lawful purpose that does not impair any rights granted to Grantee in this Agreement, including without limitation, the right to use the Balloon Fest Reservoir for recreation purposes as set forth in more detail in Section 14 of this Agreement, the right of Grantor to grant additional easements, licenses or other rights of occupancy to third parties on all or a portion of the Easement Areas.

14. **Grantor's Use of Balloon Fest Reservoir for Recreation.** Grantor may use the Balloon Fest Reservoir for recreation; provided, however, that such recreational use does not interfere with Grantee's primary and unfettered operation and use of the Balloon Fest Reservoir for the storage and release of irrigation water; and further provided that Grantor indemnifies and holds Grantee harmless from and against all liability, damage, costs (including, without limitation, attorneys' fees and court costs), expenses, losses, claims, demands, judgments, actions and causes of action, and/or proceedings suffered or arising out of Grantor's and its invitees' and licensees' recreational use of the Balloon Fest Reservoir and that Grantor shall obtain and keep in full force and effect a broad form general comprehensive liability insurance covering public liability with respect to its recreational use of the Balloon Fest Reservoir, with limits in an amount and coverage of the types a prudent landowner would maintain for recreational use of the Balloon Fest Reservoir, but in no event less than \$1,000,000.00 combined single limit of liability and coverages reasonably satisfactory to Grantor. Such insurance policy shall name Grantee an additional insured and shall provide for thirty (30) days written notice to Grantee prior to the effective date of any cancellation, and certified copies of such insurance policies and any renewals thereof shall be delivered to Grantee. An Indemnification agreement and proof of insurance shall be negotiated and executed between Grantee and Grantor prior to any recreational use of such reservoirs.

15. **Taxes.** Grantor shall pay when due all real property taxes and assessments assessed against the Grantor Property and the Easements. Grantee shall pay when due any taxes assessed against the Balloon Fest Reservoir, Pipelines, and Pipeline Facilities, if

any (excluding any access roads or improvements owned by a third party), permitted hereunder and installed in the Easements by Grantee.

16. **Miscellaneous Provisions.**

a. **Notices.** Any notice, approval, consent or other communication under this Agreement must be in writing; marked to the attention of the company representative (as applicable); and sent to the relevant address specified below; and hand delivered or sent by nationally recognized courier or by mail, fax or email.

Unless the notice specifies a later time, and subject to applicable laws, a notice will be effective as follows: for a hand delivery or delivery by courier, upon receipt; for a letter sent by registered/certified mail, 5 days after postmark (7 days if postmarked from a foreign country); for a fax upon confirmation from the dispatching machine that indicates that the fax was sent in its entirety to the fax number of the recipient; and for an e-mail, the notice must be included as an attachment to the e-mail (not simply contained in the e-mail text), and will be effective upon receipt of a delivery-receipt or other reliable electronic means to verify receipt; provided that if a notice is received on a day other than a business day, or is received after 5:00 p.m. in the jurisdiction of receipt, the notice will be effective the next day.

A party may change its address for notices by providing written notice to that effect to the other party.

If to Grantor: Summit Mountain Holding Group, L.L.C.  
 3923 N. Wolf Creek Drive  
 Eden, Utah 84310  
 Attention: General Counsel  
 Email: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

If to Grantee: Wolf Creek Irrigation Company  
 P.O. Box 761  
 Eden, Utah 84310  
 Attention: Mr. Dee Staples  
 Email: sadeestaples@hotmail.com  
 Telephone: (801) 721-3730

b. **Benefits and Burdens.** This Agreement constitutes covenants which benefit and burden the Grantor Property and benefit the Water Rights.

c. **Recordation.** This Agreement will be recorded in the office of the Weber County Recorder.

d. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. Each party acknowledges that it has not

relied upon any statements, representations, agreements or warranties of any person, except those expressly stated in this Agreement.

q. Modification. This Agreement may not be modified except by a writing signed by both of the parties.

r. Waiver. No party shall be deemed to have waived any right or remedy under or with respect to this Agreement unless such waiver is expressed in a writing signed by such party. No waiver of any right or remedy under or with respect to this Agreement by a party on any occasion or in any circumstance shall be deemed to be a waiver of any other right or remedy on that occasion or in that circumstance nor a waiver of the same or of any other right or remedy on any other occasion or in any other circumstance.

s. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

t. Force Majeure. No party will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other Party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; (ix) unavoidable accident; (x) mechanical breakdown; and (xi) shortage of adequate power or transportation facilities (a "*Force Majeure Event*"). The party suffering a Force Majeure Event will promptly give notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and will use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

u. Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

v. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. However, if any provision of this Agreement is deemed or held to be illegal, invalid or unenforceable, this Agreement shall be considered divisible and inoperative as to such provision to the extent it is deemed to be illegal, invalid or unenforceable, and in all other respects this Agreement shall remain in full force and effect; provided, however, that if any provision of this Agreement is deemed or held to be illegal, invalid or unenforceable the parties agree to replace such illegal, invalid or unenforceable provision with a provision that is legal, valid and enforceable that achieves the original intent of the parties as closely as possible. Further, should any provision contained in this Agreement ever be reformed or rewritten by any judicial body of competent jurisdiction, such provision as so reformed or rewritten shall be binding upon all parties hereto.



w. Cooperation and Further Assurances. Each of the parties shall cooperate fully with one another and shall execute, deliver, file, and record such further and additional documents and instruments that the other party may reasonably request to effect further and more completely the transactions herein contemplated.

x. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah.

y. Jurisdiction and Venue. Any legal suit, action or proceeding arising out of, based upon or relating to this Agreement, will be instituted in the courts of the State of Utah, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The parties irrevocably and unconditionally waive any objection to the establishing of venue of any suit, action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

z. Attorneys' Fees. In the event that any action or proceeding is commenced by any Party hereto for the purpose of enforcing any provision of this Agreement, the parties to such action or proceeding shall receive as part of any award, judgment, decision or other resolution of such action or proceeding their costs and reasonable attorneys' fees as determined by the court making such award, judgment, decision or resolution.

aa. Time is of the Essence. Time is of the essence in the performance of and compliance with each of the terms and conditions of this Agreement.

bb. Relationship of Parties. Nothing contained in this Agreement shall be interpreted or construed to create an agency relationship, association, joint venture, trust or partnership, or impose any trust or partnership covenant, obligation or liability on or with regard to any party. No party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, any other Party.

cc. No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or confers upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

dd. Counterparts Signatures. This Agreement may be executed by facsimile or other electronic means and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered hereon by facsimile or electronic mail shall be deemed originals for all purposes.

ee. Authorized Execution. The individuals signing below each represent and warrant (a) that they are authorized to execute this Agreement for and on behalf of the party for

whom they are signing; (b) that the execution of this Agreement has been duly authorized by such party; and (c) that such party shall be bound in all respects by this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

Summit Mountain Holding Group, L.L.C., a  
Utah limited liability company, its Sole  
Member

By: SUMMIT REVOLUTION LLC, a  
Delaware limited liability company  
Its: Sole Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

STATE OF UTAH        )  
                                  )SS.  
COUNTY OF WEBER    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ as Authorized Signatory of Summit Revolution LLC, a Delaware limited liability company, the sole member of Summit Mountain Holding Group, LLC, a Utah limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

**GRANTEE:**

**WOLF CREEK IRRIGATION COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH        )  
                                  : ss.  
COUNTY OF WEBER    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of Wolf Creek Irrigation Company, a Utah nonprofit corporation.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

EXHIBIT A[The Grantor Property]

BEGINNING AT A POINT ON THE WEST LINE OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN SAID POINT BEING SOUTH 00D21'35" WEST 303.60 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SAID SECTION 27; THENCE AS FOLLOWS: SOUTH 00D21'35" WEST 1648.55 FEET ALONG THE SECTION LINE; THENCE SOUTH 89D38'25" EAST 514.00 FEET; THENCE NORTH 16D42'35" EAST 436.00 FEET; THENCE NORTH 66D40'35" EAST 251.83 FEET; THENCE SOUTH 21D51'00" EAST 21.84 FEET; THENCE NORTH 66D19'00" EAST 14.59 FEET; THENCE SOUTH 21D06'00" EAST 1577.00 FEET; THENCE NORTH 69D23'00" EAST 1233.44 FEET TO THE WEST RIGHT-OF-WAY LINE OF A COUNTY ROAD; THENCE THE FOLLOWING TEN COURSES ALONG SAID RIGHT-OF-WAY. NORTH 00D01'20" EAST 261.46 FEET TO A TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY 252.59 FEET TO ALONG SAID CURVE TO A TANGENT LINE (R=444.46' DELTA=32D33'42" T=129.81' CH=249.20' CHB=N 16D15'31" WEST); THENCE NORTH 32D32'25" WEST 103.33 FEET TO A TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY 192.05 FEET ALONG SAID CURVE TO A TANGENT LINE (R=1399.39', DELTA =7D51'48" T=96.18' CH=191.90' CHB=N 36D28'19" WEST); THENCE NORTH 40D24'10" WEST 169.44 NORTH 42D36'10" WEST 335.57 NORTH 43D46'40" WEST 115.17 TO A TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY 115.73 TO A TANGENT LINE (R=1468.39', DELTA=4D30'56", T=57.89' CH=115.70' CHB=N 41D31'12" WEST); THENCE NORTH 39D15'40" WEST 409.77 FEET THENCE NORTH 82D30'25" WEST 34.06 FEET LEAVING SAID RIGHT-OF-WAY TO A FENCE LINE; THENCE SOUTH 14D10'56" EAST 68.66 FEET ALONG SAID FENCE LINE; THENCE SOUTH 11D47'49" WEST 117.26 FEET ALONG A FENCE LINE; THENCE SOUTH 21D20'05" WEST 25.39 FEET ALONG A FENCE LINE; THENCE SOUTH 24D36'53" WEST 51.03 FEET ALONG A FENCE LINE; THENCE SOUTH 57D22'28" WEST 88.24 FEET ALONG A FENCE LINE; THENCE SOUTH 70D29'34" WEST 67.47 FEET ALONG A FENCE LINE; THENCE SOUTH 79D22'00" WEST 459.60 FEET; THENCE SOUTH 75D37'56" WEST 8.51 FEET; THENCE NORTH 10D47'38" WEST 548.62 FEET; THENCE NORTH 05D59'21" WEST 104.55 FEET; THENCE NORTH 07D09'27" EAST 139.25 FEET; THENCE NORTH 76D28'25" WEST 870.49 TO THE POINT OF BEGINNING. LESS ANY PORTION LYING WITHIN LOT 1, RV STORAGE AT WOLF CREEK SUBDIVISION, WEBER COUNTY, UTAH, AS SHOWN ON THE OFFICIAL PLAT THEREOF RECORDED DECEMBER 19, 2005 AS E# 2149372 IN BOOK 63 AT PAGE 4 OF OFFICIAL RECORDS AND CONVEYED BY SPECIAL WARRANTY DEED, RECORDED DECEMBER 27, 2005 AS E# 2150525 OF OFFICIAL RECORDS. EXCEPT BOWDEN STORAGE SUBDIVISION (BK 70 PG 56) ALSO LESS AND EXCEPTING ANY PORTION LYING WITHIN THE RECORDED SUBDIVISION PLATS OF MOUNTAIN VIEW ESTATES NO. 6 RECORDING IN BOOK 56 AT PAGE 004, MOUNTAIN VIEW ESTATES NO. 7, RECORDED IN BOOK 58 AT PAGE 005, MOUNTAIN VIEW ESTATES NO. 8, RECORDED IN BOOK 60 AT PAGE 005 AND MOUNTAIN VIEW ESTATES NO. 9 RECORDING IN BOOK 61 AT PAGE 067 OF PLATS IN WEBER COUNTY RECORDERS OFFICE. EXCEPTING THEREFROM: THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST SALT LAKE BASE & MERIDIAN, LOCATED IN THE COUNTY OF

WEBER, STATE OF UTAH DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27, THENCE SOUTH 89D07'33" EAST 202.25 FEET ALONG THE NORTHERLY LINE OF SAID SECTION 27, THENCE SOUTH00D00'00" EAST 323.14 FEET TO AN EXISTING FENCE AND THE POINT OF BEGINNING, THENCE SOUTH 76D39'20" EAST 466.04 FEET ALONG SAID EXISTING FENCE LINE, THENCE SOUTH 13D20'40" WEST 144.53 FEET, THENCE SOUTH 67D26'07" EAST 232.46 FEET, THENCE SOUTH10D55'47" EAST 529.61 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 87.31 FEET, THENCE SOUTHWESTERLY 166.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 108D57'42", THENCE NORTH 81D58'05" WEST 762.31 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET, THENCE NORTHWESTERLY 73.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84D16'06", THENCE NORTH02D18'01" EAST 506.77 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 300.00 FEET, THENCE NORTHERLY 157.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30D10'25" THENCE NORTH 32D28'26" EAST 174.22 FEET TO THE POINT OF BEGINNING. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER AND ACROSS EXISTING MAINTENANCE ROADS WITHIN THE GRANTORS LAND FOR ACCESS TO THE ABOVE DESCRIBED PARCEL OF LAND AND EASEMENTS 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF ANY AND ALL EXISTING WATERLINES LOCATED WITHIN THE GRANTORS PROPERTY THAT ARE FEEDING OR RECEIVING WATER FROM THE POND LOCATED WITHIN THE ABOVE DESCRIBED PARCEL OF LAND, THE APPROXIMATE CENTER LINE OF THE EASEMENT IS DEPICTED ON THE ATTACHED PHOTO AS A DOTTED LINE.

[Tax Parcel No. 22-021-0132]

**EXHIBIT B-1****[Reservoir Easement Area]**

Beginning at the most southeastern property corner of parcel 22-021-0132 as of record in the office of the Weber County Recorder, said point also being on the west right of way line of State Road 158, and running thence South 69°23'00" West along the southern property line of said parcel 670.00 feet; thence North 20°37'00" West 300.00 feet; thence North 69°23'00" East 793.00 feet; thence South 00°01'20" West 320.57 feet to the point of beginning. Less and excepting any portion within lying within the right-of-way of the State Road 158. Contains approximately 5.0 acres more or less

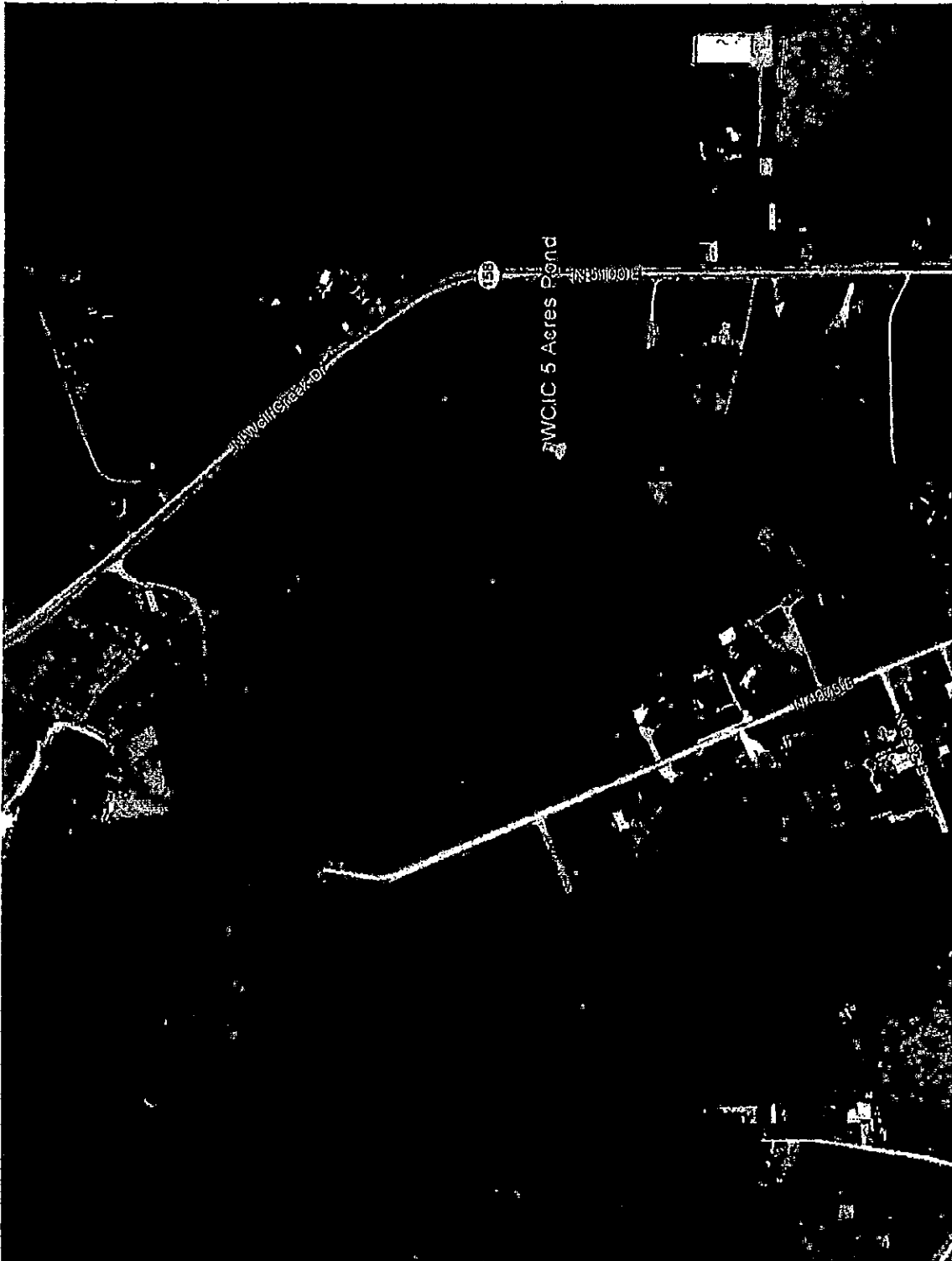
[A portion of Tax Parcel No. 22-021-0132]

Because the size, precise location, amount of storage and other relevant factors associated with the Balloon Fest Reservoir are not yet known, for geographical and structural reasons, and because the Balloon Fest Reservoir has not yet been designed, engineered or approved by Grantee or any permitting authorities, some portion of the location of the Balloon Fest Reservoir may be required to extend to the north outside of the above description for the Reservoir Easement Area and through, on over, across and under a portion of the Grantor Property described in Exhibit A to this Reservoir Easement Agreement. Any relocation of the above described Reservoir Easement Area will be acceptable to both Grantor and Grantee. The above description for the Reservoir Easement Area will be amended after the Balloon Fest Reservoir has been finally designed, engineered, and approved by Grantee and any relevant permitting authorities to more particularly describe and reflect the designed and engineered location of the Balloon Fest Reservoir. The amended Reservoir Easement Area may not exceed 5.0 acres in size. An Amended Reservoir Easement Agreement, including the designed, engineered, and amended description for the Balloon Fest Reservoir will then be executed and recorded by Grantor and Grantee to terminate, supersede and replace this Reservoir Easement Agreement.

**EXHIBIT B-2**

**[Reservoir Easement Area Depiction]**





**EXHIBIT C****[Pipeline Easement Area]**

A 15 foot southwesterly (inward) offset from the easternmost property line of parcel 22-021-0132 as on record in the office of the Weber County Recorder, said property line also being the west right-of-way line of State Road 158. Contains approximately 0.7 acres more or less Together with a 15 foot easement being a 7.5 foot offset on each side of the following described centerline: Beginning at a point on the easternmost property line of parcel 22-021-0132 as on record in the office of the Weber County Recorder, said point also being on west right-of-way line of State Road 158, said point also being South 58°00'42" East 2137.19 feet from the Northwest corner of Section 27, Township 7 North, Range 1 East, Salt Lake Base and Meridian and running thence South 50°29'06" West 320.76 feet to a point near the approximate centerline of an existing dirt road; thence North 86°34'14" West along said approximate centerline; thence South 77°29'33" West along said approximate centerline; thence North 34°32'01" West towards an existing pond 146.07 feet more or less to a point on the southern boundary of parcel 22-021-0131 as on record in the office of the Weber County Recorder, said point also being the point of termination. Contains approximately 0.4 acres more or less.

[A portion of Tax Parcel No. 22-021-0132]

Because the precise location of the Balloon Fest Reservoir, the precise location of the Pipelines and the Pipeline Facilities, and other relevant factors associated with the Pipelines and the Pipeline Facilities are not yet known the above description for the Pipeline Easement Area may need to be amended after the Balloon Fest Reservoir, the Pipelines, and the Pipeline Facilities have been finally designed, engineered and approved by Grantee and any relevant permitting authorities to more particularly described and reflect the designed and engineered location of the Pipelines and the Pipeline Facilities. An Amended Reservoir Easement Agreement, including the designed, engineered, and amended description for the Pipelines and the Pipeline Facilities will be executed and recorded by Grantor and Grantee to terminate, supersede and replace this Reservoir Easement Agreement.

**EXHIBIT D****[Access Easement Area]**

Portions of the Reservoir Easement Area described in Exhibit B-1 of this Reservoir Easement Agreement fifteen (15) feet in width through, on, over and across the Reservoir Easement Area for the purposes of providing ingress, egress and access from State Route 158 to and from the Balloon Fest Reservoir, and the Pipelines, and the Pipeline Facilities located within the Reservoir Easement Area, together with an area fifteen (15) feet in width through, on, over and across the Grantor Property described on Exhibit A to correspond with and provide access to the Pipeline Easement Area described in Exhibit C to this Reservoir Easement Area.

[A portion of Tax Parcel No. 22-021-0132]

Because the precise location of the Balloon Fest Reservoir, the precise location of the Pipelines and Pipeline Facilities, and other relevant factors associated with the Balloon Fest Reservoir, the Pipelines and the Pipeline Facilities are not yet known the above description for the Access Easement Area will need to be amended after the Balloon Fest Reservoir, Pipelines, and Pipeline Facilities have been finally designed, engineered and approved by Grantee and any relevant permitting authorities to more particularly described and reflect the designed and engineered location of the Balloon Fest Reservoir, the Pipelines and the Pipeline Facilities. An Amended Reservoir Easement Agreement, including an amended description for the Access Easement Area will be executed and recorded by Grantor and Grantee to terminate, supersede and replace this Reservoir Easement Agreement.

# **EXHIBIT F**

**TO THE  
MASTER ANNEXATION AND DEVELOPMENT AGREEMENT  
SUMMIT POWDER MOUNTAIN DEVELOPMENT PROJECT**



**Reeve**  
& Associates, Inc.

## MEMORANDUM

**To:** Gregg Greer, Chairman, Powder Mountain Water & Sewer District

**From:** John Reeve, PE, District Engineer

**RE:** Summit at Powder Mountain PRUD Proposed Well and Reservoir

**Date:** July 11, 2013

**Reference #:** 4971-07

On July 10<sup>th</sup>, Gregg Greer, Earl Chamber, and I, visited the Hidden Lake site for the Summit at Powder Mountain's (SPM) proposed new well and reservoir. We reviewed the project's site and construction plans prepared by Bowen & Collins prior to our site analysis. Following our site visit and plan review, we recommend to the District our approval for construction of the new well and reservoir.

Our review of the geotechnical report prepared by Raba Kistner Infrastructure indicates that the Hidden Lake site (east edge of the parking lot) is a better location than the Earl Peak site. Soil conditions at Hidden Lake are better suited for construction as well as safety purposes for the new well and reservoir.

Our review included analysis of the proposed placement of the well and reservoir in connection with yearly snow removal requirements from the adjacent parking lot. We determined very minimal conflicts exist that would impede snow removal activities.

The proposed connection of the existing 80,000-gallon reservoir to the new 415,000-gallon reservoir is still under consideration and; at this point, is not approved for construction. Possible options for connection include:

- modifying the existing pump station
- designing an electronically-controlled pipeline between the reservoirs.

Approval of the new well and reservoir project is still conditional upon developing a minimum 130 gallon of water supply. (As per the requirements of Utah's Division of Drinking Water.)

We have tried to address all items of concern. Further concerns that may need to be addressed during additional reviews and during construction of improvements include but are not limited to:

- The new well does not produce the required 130 gallon water supply
- Design plans for the well head and how it integrates with site must be reviewed and approved
- Plans for the possible connection of the existing and new reservoirs must be reviewed and approved as well.

Solutions You Can Build On™

Civil Engineering • Land Planning • Structural Engineering • Landscape Architecture • Land Surveying • Construction Surveying  
920 Chambers St., Suite 14 • Ogden, Utah 84403 • Tel: 801-621-3100 • Fax: 801-621-2666  
ogden@reeve-assoc.com • reeve-assoc.com



State of Utah

GARY R. HERBERT  
Governor

GREG BELL  
Lieutenant Governor

Department of  
Environmental Quality

Amunda Smith  
Executive Director

DIVISION OF DRINKING WATER  
Kenneth H. Bousfield, P.E.  
Director

July 22, 2013

Evan D. Miller  
Powder Mountain Ski Resort  
P.O. Box 270  
Eden, UT 84310

Dear Mr. Miller:

Subject: Amended Conditional Plan Approval, Hidden Lake 415K Gallon Tank (ST004), and Well Equipping of Hidden Lake PWS Well (WS008), System #29028, File #9319

On July 1, 2013, the Division of Drinking Water (the Division) received the final construction plans and specifications for the Hidden Lake 415K Gallon Tank (ST004), and Well Equipping of Hidden Lake PWS Well (WS008) from your consultant, Jeff Beckman, P.E., of Bowen Collins & Associates, Inc. The Summit Group's Master Plan shows the development of 2500 estate homes, condos, town houses, and cabins at the Powder Mountain Resort. The Phase 1 of the Summit at Powder Mountain PRUD has plans for 154 lots. The water infrastructure being developed by the Summit Group would become part of the Powder Mountain Water and Sewer District. The development of Phase 1 has three projects being constructed simultaneously: (1) Drilling the production well known as Hidden Lake PWS Well (WS008), (2) Construction of the Hidden Lake 415K Gallon Tank (ST004) and well house with connecting waterlines, and (3) Construction of the distribution system to supply the 154 lots of Phase 1.

On March 18, 2013, the Division received the preliminary engineer design plans and specifications for a 400K gallon storage tank to be located on Earl's Peak, and the well equipping of the Summit Well (WS006) to be drilled near the tank. The Division provided review comments on the preliminary design in a meeting on May 9, 2013. An exploration well at the proposed Summit Well site did not show adequate water and a second exploration well was drilled at the Hidden Lake site. The Summit Group has proposed drilling a production well, named the Hidden Lake PWS Well (WS008) into an upper aquifer (approximately 1500 feet) at the Hidden Lake site, and drilling a second production well at this site into a deeper aquifer (approximately 2200 feet) if additional water source water is needed. With the change in the well site to Hidden Lake, the Summit group is proposing to move the storage tank to Hidden Lake and renamed it the Hidden Lake 415K Gallon Tank (ST004). Several minor issues of concern were discussed with Jeff Beckman in a phone call on July 15, 2015, and resolved.

Evan D. Miller  
Page 2  
July 22, 2013

Our understanding of this project (File #9319) is construction of 415,000 gallon buried concrete tank, which will be known as the Hidden Lake 415K Gallon Tank (ST004). The proposed production well will have a pitless adaptor, and the water from the well will go to a building which will have a flow meter, sampling location, valves to enable the well to be pumped to waste, and associated instrumentation and controls.

We have completed our review of the plans and specifications, stamped and signed by Eric W. Neil, P.E., of Bowen Collins & Associates, Inc., and dated July 1, 2013, and find they basically comply with the applicable portions of Utah's Administrative Rules for Public Drinking Water Systems in R309. **We hereby approve the proposed plans to construct the Hidden Lake 415K Gallon Tank (ST004), and Well Equipping of Hidden Lake PWS Well (WS008) subject to the following conditions:**

1. Based on the minimum sizing requirements of the Division of Drinking Water of 800 gallons per day of source capacity for each residential connection for indoor use, Phase 1 would require a safe yield of 85.6 gpm from a well. The safe yield of a well is defined in the Division's rules as 2/3 of the 24-hour constant rate pump test. Therefore, a well to supply water for Phase 1 for indoor use only would be required to have a 24-hour constant rate pump test of 128.3 gpm. If any outdoor watering is allowed in Phase 1, additional source capacity based on safe field would be required at the rate of 3.39 gpm of source capacity per acre of outside irrigation. Once the drilling of the Hidden Lake PWS Well (WS008) is completed, a 24-hour constant rate pump test shall be conducted and the data submitted to the Division to establish the safe yield of this well. **If the Hidden Lake PWS Well (WS008) does not provide an adequate safe yield of water for Phase 1 of the Summit at Powder Mountain PRUD, the Summit Group is required to drill a second production well at the Hidden Lake site into the lower aquifer to provide the additional water to meet the safe yield requirement.**
2. Once the drilling of the Hidden Lake PWS Well (WS008) is completed, the GPS location of the well, the certification of well seal, well driller's report (well log), and initial new source chemical analyses for a community system of the well water shall be submitted to the Division. If the water from the well does not meet the quality standards found in R309-200, then it would be required to install the appropriate treatment for the well water.
3. Once the drilling of the Hidden Lake PWS Well (WS008) is completed and the 24-hour constant rate pump test has been conducted, the final sizing of the well pump and the depth of the submersible pump in the well can be determined. This information shall be submitted to the Division for review prior to installation of the pump.

This approval pertains to construction only. **An operating permit must be obtained from the Director before the Hidden Lake 415K Gallon Tank (ST004) and the Hidden Lake PWS Well (WS008) may be put into service.** A checklist outlining the items required for operating permit issuance is enclosed for your information.

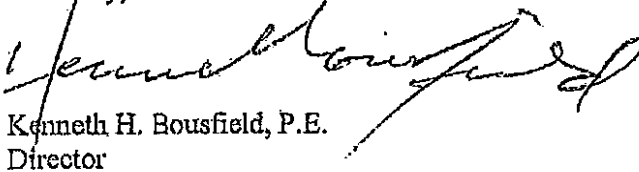
Evan D. Miller  
 Page 3  
 July 22, 2013

Approvals or permits by local authority or county may be necessary before beginning construction of this project. As the project proceeds, notice of any changes in the approved design, as well as any change affecting the quantity or quality of the delivered water, must be submitted to the Division. We may also conduct interim and final inspections of this project. Please notify us when actual construction begins so that these inspections can be scheduled.

This approval must be renewed if construction has not begun or if substantial equipment has not been ordered within one year of the date of this letter.

If you have any questions regarding this letter, please contact Bob Hart, of this office, at (801) 536-0054, or Ying-Ying Macauley, Engineering Section Manager, of this office, at (801) 536-4188.

Sincerely,



Kenneth H. Bousfield, P.E.  
 Director

REH

Enclosure — Operating Permit Checklist

cc: Louis Cooper, Env. Director, Weber-Morgan Health Department, [lcooper@co.weber.ut.us](mailto:lcooper@co.weber.ut.us)  
 George W. Condrat, P.E., P.G., 3100 W. Pinebrook Road, Suite 1100, Park City, UT 84098  
 John Reeve, Reeve and Associates Inc., 920 Chambers St, Suite 14, Ogden, UT 84403  
 Sean Wilkinson, Weber County Planner, 2380 Washington Blvd., Suite 240, Ogden, UT 84401  
 Jared Andersen, P.E., Weber County Engineer, 2380 Washington Blvd., Suite 240, Ogden, UT 84401  
 Russ Watts, Summit Group, 5200 South Highland Drive, Salt Lake City, UT 84117  
 Jeff Beckman, P.E., Bowen Collins & Associates, Inc., 154 East 14000 South, Draper, UT 84020  
 Ryan Cathey, P.E., NV5, Inc., 5217 South State Street, Suite 300, Murray, UT 84107  
 Ying-Ying Macauley, Division of Drinking Water, [ymaculey@utah.gov](mailto:ymaculey@utah.gov)  
 Kate Johnson, Division of Drinking Water, [katej@utah.gov](mailto:katej@utah.gov)  
 Bob Hart, Division of Drinking Water, [bhart@utah.gov](mailto:bhart@utah.gov)

DDW-2013-007247



## DIVISION OF DRINKING WATER

### Checklist for Operating Permit (per Utah Administrative Code R309-500-9)

The following items must be submitted and found to be acceptable for all projects for operating permit issuance with the exception of distribution lines and distribution lines with booster pumps and pressure-reducing valves. *[Distribution system projects may be placed into service prior to submittal of all items or issuance of operating permit if a water system has officially designated a professional engineer responsible for the entire water system and if this designated engineer has received a Certification of Rule Conformance by a P.E. and proof of satisfactory bacteriological result. In this case, a public water system will submit all items needed for obtaining an operating permit for specific distribution system project even after the new waterlines has been placed into service as determined by the water system's designated professional engineer.]*

- Utah Registered Engineer's Certification of Rule Conformance that all conditions of plan approval (including conditions set forth by the Executive Secretary in any conditional approval letter) have been accomplished.
- Utah Registered Engineer's statement of what plan changes, if any, were necessary during construction and a Certification of Rule Conformance that all of these changes were in accordance with applicable Utah Administrative Code, *R309-500 through R309-550, Drinking Water Facility, Construction, Design, and Operation Rules.*
- As-built drawings have been received at the Division (unless no changes were made to the previously submitted and approved pre-construction drawings).
- Confirmation that as-built drawings have been received by the water system (unless no changes were made to the previously submitted and approved pre-construction drawings).
- Evidence of proper flushing and disinfection in accordance with the appropriate ANSI/AWWA Standards.
  - ANSI/AWWA C651-05 AWWA Standard for Disinfecting Water Mains
    - Two consecutive sample sets (each 1200 feet, end-of-line, each branch, etc.), none positive, at least 24 hours apart.
  - ANSI/AWWA C652-02 AWWA Standard for Disinfection of Water-Storage Facilities
    - One or more samples, none positive.
  - ANSI/AWWA C653-03 AWWA Standard for Disinfection of Water Treatment Plants
    - Two consecutive samples per unit, none positive, no less than 30 minutes apart.
  - ANSI/AWWA C654-03 AWWA Standard for Disinfection of Wells
    - Two consecutive samples, none positive, no less than 30 minutes apart.
- Water quality data, where appropriate. *[Guidance: Include appropriate raw and finished water data that demonstrate the performance of treatment facility. Storage tank water should be analyzed for residual volatile organic compounds after tank interior painting or coating.]*
- Confirmation that water system owner has been provided with O&M manuals for any new facilities.
- Location data of new storage tank, treatment facility, or source, if applicable.



## Sources

| No.   | Source Name                | Activity Status | Source Type | Safe Yield * | Pump Capacity | Location Data On File | Water Type | Avallability | Period of Operation |
|-------|----------------------------|-----------------|-------------|--------------|---------------|-----------------------|------------|--------------|---------------------|
| WS002 | SPRINGS 2 AND 3            | Inactive        | SP          |              |               | Yes                   | GW         | Other        |                     |
| WS003 | LEFTY'S SPRING (ABANDONED) | P               | SP          |              |               | Yes                   | GW         | Permanent    |                     |
| WS004 | WELL #1 (ABANDONED)        | P               | WL          |              |               | Yes                   | GW         |              |                     |
| WS005 | WELL #2 (ABANDONED)        | P               | WL          |              |               | Yes                   | GW         |              |                     |
| WS006 | SUMMIT WELL                | P               | WL          |              |               | Yes                   | GW         |              |                     |
| WS007 | WELL #4 (ABANDONED)        | P               | WL          |              |               | Yes                   | GW         |              |                     |

\*Reports measured flow for wells, approved design capacity for all other sources.



State of Utah

GARY R. HERBERT  
Governor

SPENCER J. COX  
Lieutenant Governor

Department of  
Environmental Quality

Amanda Smith  
Executive Director

DIVISION OF DRINKING WATER  
Kenneth H. Bousfield, P.E.  
Director

January 15, 2014

Evan D. Miller  
Powder Mountain Ski Resort  
P.O. Box 270  
Eden, UT 84310

Dear Mr. Miller:

**Subject: Plan Approval, Well Equipping of Hidden Lake Well (WS008),  
System #29028, File #9319**

On July, 22, 2013, the Division of Drinking Water (the Division) gave conditional plan approval for the equipping of the Hidden Lake Well (identified as WS008 in the Division's inventory database), in conjunction with the Hidden Lake 415 Gallon Tank (ST004) which was being planned as one project. On September 11, 2013, the Division gave plan approval for the drilling of the Hidden Lake Well (WS008), under File #9428. The well drilling at Powder Mountain was originally approved in a letter dated February 21, 2013, for a well known as the Summit Well (WS006) under File #9225, but a test well at this site did not yield adequate water. The Summit Well (WS006) project has been discontinued. Another test well was drilled at the Hidden Lake site which indicated an adequate yield, and the production well, Hidden Lake Well (WS008), was drilled at this site. This well was originally known as Hidden Lake PWS Well (WS008). The Division granted an exception in a letter dated October 29, 2013, to Rule R309-515-6(12)(d)(iii), Pitless Adaptor Termination, to allow the pitless adaptor to be placed in an underground vault for the Hidden Lake Well (WS008).

Since the completion of the drilling of the production well, the Division has received the following:

1. A report, titled "Well Drilling, Construction and Testing Report – Hidden Lake Well (WS008)," was received via email from Loughlin Water Associates, LLC, on December 17, 2013.
2. A report, titled "Addendum to Construction Report for Hidden Lake Well," was received on January 2, 2014. This addendum contained the Radium data.
3. An email on January 7, 2014, from Bowen Collins & Associates, Inc., with the pump specifications and depth setting.

The following required information is contained in these submittals for the Hidden Lake Well (WS008):

1. **Well Location:** The Loughlin report contains the GIS location for the well which the Division has entered into its database.
2. **Certification of Well Seal:** The Loughlin report contains the certification of the well seal, which was prepared by George W. Condrat, P.G., P.E. The driller installed neat cement grout between the 14-inch production and the borehole or the surface casing on August 17 to 18, 2013. The well seal extends from 10 feet below ground surface to 759 feet.
3. **Well Driller's Report:** The Loughlin report contains the Well Driller's Report, submitted to the Utah Division of Water Rights by National EWP, License No. 805. The production borehole was 19 inches in diameter, and was drilled to 1600 feet of depth. A 14-inch steel production casing was installed to 1590 feet. The well casing was slotted by 980 feet to 1580 feet.
4. **Aquifer Drawdown Test:** The Loughlin report contains the aquifer drawdown test results. A constant rate pumping test was performed on November 7-8, 2013, at an average flow rate of 181 gpm. The test started at 9:00 a.m. on November 7<sup>th</sup> and the pump was turned off at 9:29 p.m. on November 8<sup>th</sup>. The drawdown at the end of the test was 195.6 feet and had stabilized. The safe yield of the Hidden Lake Well (WS008) is anticipated to be 120.7 gpm when this well is placed into operation. The safe yield is calculated based on two-thirds of the constant rate aquifer drawdown test at 181 gpm. The assignment of the safe yield by the Division will be part of the issuance of the operating permit.
5. **Chemical Analyses of Well Water:** Water quality samples were collected at the end of the constant rate pump test and analyzed for the parameters required for initial sampling for a new drinking water source for a community public water system. The turbidity result was 15 NTU, which is higher than the primary Maximum Contaminant Limit (MCL) of 5 NTU. It is not uncommon for a new well to have higher turbidity, which will go down with further development and pumping. The pump test contractor, Widdison Turbine Service LLC, had limited time to develop the well because of several equipment failures and the fast approaching winter weather. The Loughlin report recommends further development and pumping of the well once the permanent pump is installed. **The water system will be required to resample the well for turbidity once the permanent pump has been installed and further development has occurred, and submit the results to the Division before an operating permit will be issued.** The initial sampling of the well water also had aluminum and iron over the secondary MCLs. The secondary MCLs are non-enforceable EPA guidelines regarding contaminants that may cause cosmetic effects or aesthetic effects in drinking water. In order to further evaluate water quality, the Loughlin report states the well was pumped for an additional 21 hours on November 11 to 12, 2013, at an average rate of 112 gpm and additional water samples were taken. The results from these samples had the turbidity at 2.2 NTU, which is within the primary MCL standard. The aluminum and iron were also within the secondary MCL standards.
6. **Pump Specifications:** Bowen Collins & Associates has submitted that a 60 hp submersible Grundfos pump, model number 23S750-20, be installed in the well with the

Evan D. Miller  
Page 3  
January 15, 2014

bottom of the pump intake set at 977 feet below ground surface, which is slightly higher than the top of the screen. This pump, according to the pump curve provided, will supply 180 gpm at 1003 TDH. The discharge from the well pitless adaptor will go into the well house and from there directly into the tank.

The conditions in the conditional plan approval letter, dated July 22, 2013, for equipping the Hidden Lake Well (WS008) have been complied with. The anticipated safe yield of the well, 120.7 gpm, exceeds the minimum source capacity required, for indoor water use only, of 85.6 gpm for Phase 1 of the Summit at Powder Mountain PRUD. The information on the well, as listed above, is complete and the water quality is acceptable, except for turbidity which should lower to an acceptable level with further well development. The well pump is designed to provide 180 gpm, which is acceptable under the drinking water rules.

In a letter dated January 6, 2014, from your consultant, Ryan Cathey, P.E. of NV5, Inc., he has proposed allowing, on the average, 1,800 square feet of outdoor watering per residential connection, for the 154 connections in Phase 1. It is anticipated there will be 35.1 gpm of excess safe yield source capacity, beyond that required for indoor use, which would be adequate to support this.

Your contractors may proceed with the final equipping of the well. **An operating permit must be obtained from the Director before the Hidden Lake 415K Gallon Tank (ST004) and the Hidden Lake Well (WS008) may be put into service.** A checklist outlining the items required for operating permit issuance is enclosed for your information. The lab results of another turbidity sample are required to be submitted to the Division before the operating permit can be granted.

Approvals or permits by local authority or county may be necessary before beginning final construction of this project. As the project proceeds, notice of any changes in the approved design, as well as any change affecting the quantity or quality of the delivered water, must be submitted to the Division. We may also conduct interim and final inspections of this project. Please notify us when actual construction begins so that these inspections can be scheduled.

If you have any questions regarding this letter, please contact Bob Hart, of this office, at (801) 536-0054, or Ying-Ying Macauley, Engineering Section Manager, of this office, at (801) 536-4188.

Sincerely,



Michael J. Grange, P.E.  
Acting Director

REH/mnc

Enclosure — Operating Permit Checklist & Well Approval Checklist

Evan D. Miller  
Page 4  
January 15, 2014

cc: Louis Cooper, Env. Director, Weber-Morgan Health Department, [lcooper@co.weber.ut.us](mailto:lcooper@co.weber.ut.us)  
George W. Condrat, P.E., P.G., Loughlin Water Associates, LLC, [gcondrat@loughlinwater.com](mailto:gcondrat@loughlinwater.com)  
William D. Loughlin, P.G., Loughlin Water Associate, LLC, [bill@loughlinwater.com](mailto:bill@loughlinwater.com)  
John Reeve, Reeve and Associates Inc., [jreeve@reeve-assoc.com](mailto:jreeve@reeve-assoc.com)  
Sean Wilkinson, Weber County Planner, [swilkinson@co.weber.ut.us](mailto:swilkinson@co.weber.ut.us)  
Jared Andersen, P.E., Weber County Engineer, [jandersen@co.weber.ut.us](mailto:jandersen@co.weber.ut.us)  
Dana Q. Schuler, P.E., Weber County Engineer, [dshuler@co.weber.ut.us](mailto:dshuler@co.weber.ut.us)  
Russ Watts, Summit Group, [russ@wattsenterprises.com](mailto:russ@wattsenterprises.com)  
Jeff Beckman, P.E., Bowen Collins & Associates, Inc., [jbeckman@bowencollins.com](mailto:jbeckman@bowencollins.com)  
Ryan Cathey, P.E., NV5, Inc., [ryan.cathey@nv5.com](mailto:ryan.cathey@nv5.com)  
Ying-Ying Macauley, Division of Drinking Water, [ymaculey@utah.gov](mailto:ymaculey@utah.gov)  
Kate Johnson, Division of Drinking Water, [katej@utah.gov](mailto:katej@utah.gov)  
Bob Hart, Division of Drinking Water, [bhart@utah.gov](mailto:bhart@utah.gov)

DDW-2014-001363

## Division of Drinking Water Checklist for Issuing Operating Permits

Water System Name: \_\_\_\_\_ System Number: \_\_\_\_\_

Project Description: \_\_\_\_\_ File Number: \_\_\_\_\_

The following items must be submitted and found to be acceptable for operating permit issuance with the exception of distribution lines without booster pumps and/or pressure-reducing valves. *[Waterline projects without booster pumps and/or pressure-reducing valves may be placed into service prior to submittal of all items or the Division's issuance of an operating permit if: (1) the water system has officially designated a professional engineer (P.E.) responsible for the entire water system; and, (2) if this designated P.E. has received a "Certification of Rule Conformance" statement issued by a P.E. and evidence of satisfactory bacteriological sample result. In this case, a public water system will submit all items needed for obtaining an operating permit for each distribution system project even after the new waterlines have been placed into service as determined by the water system's designated P.E.]*

- Utah Registered Engineer's Certification of Rule Conformance that all conditions of plan approval (including conditions set forth by the Division Director in any conditional approval letter) have been accomplished
- Utah Registered Engineer's statement of what plan changes, if any, were necessary during construction and a Certification of Rule Conformance that all of these changes were in accordance with applicable Utah Administrative Code, R309-500 through R309-550, *Drinking Water Facility, Construction, Design, and Operation Rules*
- As-built drawings have been received at the Division (unless no changes were made to the previously submitted and approved pre-construction drawings)
- Confirmation that the record drawings have been received by the water system (unless no changes were made to the previously submitted and approved pre-construction drawings)
- Evidence of proper flushing and disinfection in accordance with the appropriate ANSI/AWWA Standards
  - ANSI/AWWA C651-05 AWWA Standard for Disinfecting Water Mains
    - Two consecutive sample sets (each 1200 feet, end-of-line, each branch, etc.), none positive, at least 24 hours apart
  - ANSI/AWWA C652-02 AWWA Standard for Disinfection of Water-Storage Facilities
    - One or more samples, none positive
  - ANSI/AWWA C653-03 AWWA Standard for Disinfection of Water Treatment Plants
    - Two consecutive samples per unit, none positive, no less than 30 minutes apart
  - ANSI/AWWA C654-03 AWWA Standard for Disinfection of Wells
    - Two consecutive samples, none positive, no less than 30 minutes apart
- Water quality data, where appropriate *[Guidance: Include appropriate raw and finished water data that demonstrate the performance of the new treatment facility. Storage tank water should be analyzed for residual volatile organic compounds after tank interior painting or coating.]*
- Confirmation that the water system owner has received the O&M manual for the new facility
- Location data of new storage tank, treatment facility, or source, if applicable



**Division of Drinking Water**  
**Checklist for New Public Drinking Water Wells**  
 (Per Utah Administrative Code, Rule R309-515-6)

System Name: \_\_\_\_\_ System Number: \_\_\_\_\_

Well Name & Description: \_\_\_\_\_

**1. Approval to Drill the Well**

- Project Notification Form
- Preliminary Evaluation Report (PER) concurrence
- Well drilling specifications and plans
- Valid Start Card or authorization to drill letter from the Division of Water Rights

**2. Approval to Equip the Well**

- Project Notification Form
- Well location data
- Certification of well seal
- Well driller's report (well log)
- Aquifer drawdown test results (step drawdown test & constant-rate test) for well yield determination
- Chemical analyses of the well water
- Plans and specifications for equipping the well
  - Pump information (e.g., pump specifications, pump curve & operating point, motor information, etc.)
  - Well head discharge piping
  - Well house design

**3. Operating Permit to Introduce the Well Water**

- Documentation of valid water right(s)
- Design engineer's statement of conformance with approval conditions
- Design engineer's statement of conformance with the Rule for any deviation from the plan approval
- Evidence of O&M manual delivery
- As-built drawings
- Turbidity Sample Result
- Recorded land use agreements or documentation that the requirements for coverage under the City/County source protection ordinance have been met
- Satisfactory bacteriological results



State of Utah

GARY R. HERBERT  
*Governor*

SPENCER J. COX  
*Lieutenant Governor*

Department of  
Environmental Quality

Alan Matheson  
*Executive Director*

DIVISION OF DRINKING WATER  
Kenneth H. Bousfield, P.E.  
*Director*

E# 3163734 PG 166 OF 344

July 20, 2015

Evan D. Miller  
Powder Mountain WSID  
P.O. Box 270  
Eden, Utah 84310

Dear Mr. Miller:

Subject: **Operating Permit**, Hidden Lake 415K Tank (ST004), System #29028, File #9319

The Division of Drinking Water (the Division) received a request for an Operating Permit for the Hidden Lake 415K Tank (ST004) in the Powder Mountain Water and Sewer Improvement District (District) water system from Dana Shuler, P.E., of Weber County on July 17, 2015. The Division approved the construction of this tank and the equipping of the Hidden Lake Well (WS008) in a letter dated July 19, 2013. The Division approved plans in 2013 for the distribution system (DS001), Hidden Lake 415K Tank (ST004), and the Hidden Lake Well (WS008) to supply drinking water for the Summit at Powder Mountain PRUD Phase 1. The approval to use the Hidden Lake Well (WS008) has been not been given by the State Engineer in the Division of Water Rights, pending resolution of the protest to the exchange application to move the point of diversion. The District will fill the Hidden Lake 415K Tank (ST004) from its existing source, Spring #1 (WS001, sometimes referred to as Pizzel Spring #3), to provide water for construction and fire protection in the area during the summer of 2015.

Our understanding of this project (File #9319) is the construction of a 415,000 gallon buried concrete tank, which is known as the Hidden Lake 415K Gallon Tank (ST004) and the well house for the Hidden Lake Well (WS008) which contains the flow meter, sampling location, valves to use the connection to the existing system or the Hidden Lake Well (WS008), and associated instrumentation and controls.

We have received the following information for Hidden Lake Tank (WS004) and well house:

1. Certification of Rule Conformance with plan approval conditions by a Jeff Beckman, P.E., of Bowen Collins & Associates, Inc.
2. Statement that O&M manual has been received from the contractor.

195 North 1950 West • Salt Lake City, UT  
Mailing Address: P.O. Box 144830 • Salt Lake City, UT 84114-4830  
Telephones (801) 536-4200 • Fax (801) 536-4211 • T.D.D. (801) 536-4414

[www.deq.utah.gov](http://www.deq.utah.gov)

Printed on 100% recycled paper

Evan D. Miller  
Page 2 of 2  
July 20, 2015

EH 3163734 PG 167 OF 344

3. The contractor has provided redline as-built drawings to the engineer. The engineer will produce digital copies of the as-built drawings and will provide them to the water system.
4. Satisfactory bacteriological results as evidence of proper flushing and disinfection.

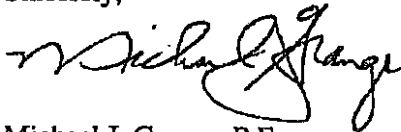
We have determined that all conditions for operating permit issuance have been met. On this basis, an **Operating Permit for Hidden Lake Tank (WS004) is hereby issued as constituted by this letter.** The Hidden Lake Tank (WS004) may be used to water for fire protection in the area, to provide water for construction and line testing, and to provide water for the existing Powder Mountain WSID system.

The approval to use the Hidden Lake Well (WS008) has been not been given by the State Engineer in the Division of Water Rights, pending resolution of the protest to the exchange application to move the point of diversion. The State Engineer must grant approval to use the Hidden Lake Well (WS008) to provide drinking water for the Summit at Powder Mountain PRUD Phase 1 development before the Hidden Lake Tank (WS004) may be used to provide drinking water to any new connections in this development.

Please maintain a copy of this letter with your permanent records for future reference.

If you have any questions regarding this Operating Permit, please contact Bob Hart, of this office, at (801) 536-0054.

Sincerely,



Michael J. Grange, P.E.  
Acting Director

REH

cc: Louis Cooper, Env. Director, Weber-Morgan Health Department, lcooper@co.weber.ut.us  
Dana Q. Schuler, P.E., Weber County Engineer, dshuler@co.weber.ut.us  
Chairman Matt Bell, PMWSID, mbell@co.weber.ut.us  
John Reeve, Reeve and Associates Inc., jreeve@reeve-assoc.com  
Jeff Beckman, P.E., Bowen Collins and Associates, Inc., jbeckman@howencollins.com  
Brandon J. Thueson, Fire Marshal, Weber Fire District, bthueson@weberfd.com  
Ryan Cathey, P.E., NV5, Inc., ryan.cathey@NV5.com  
Bob Hart, P.E., Division of Drinking Water, bhart@utah.gov  
Cameron Harry, P.E., Division of Drinking Water, caharry@utah.gov

DDW-2015-010281.docx

# LEGAL DESCRIPTION

EH 3163734 PG 168 OF 344

Parcel # 23-012-0154

BEGINNING AT A POINT ON THE WEST LINE OF SUMMIT PASS, A 66 FOOT PUBLIC ROAD AND PUE SAID POINT BEING WEST 2808.54 FEET AND SOUTH 1545.89 FEET FROM THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE ALONG THE WEST LINE OF SAID SUMMIT PASS, SOUTHWESTERLY 45.91 FEET ALONG THE ARC OF A 213.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12D20'56" (CHORD BEARS SOUTH 0D34'51" WEST 45.82 FEET) TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF HORIZON RUN, A 50 FOOT PRIVATE ROAD AND PUE THENCE ALONG THE WESTERLY LINE OF HORIZON RUN SOUTHWESTERLY 21.47 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 61D29'38" (CHORD BEARS SOUTH 25D09'12" WEST 20.45 FEET) THENCE SOUTHERLY 249.30 FEET ALONG THE ARC OF A 120.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 114D19'09" (CHORD BEARS SOUTH 01D14'30" EAST 209.99 FEET) TO THE NORTHWEST CORNER OF LOT 5R OF THE SUMMIT EDEN PHASE 1A SUBDIVISION, E# 2672943, BOOK 75 PG 28 AS RECORDED IN THE WEBER COUNTY RECORDERS OFFICE THENCE ALONG SAID WEST LINE SOUTH 38D29'38" WEST 196.43 FEET, THENCE SOUTH 22D15'59" WEST 389.31 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5R, THENCE SOUTH 59D09'48" WEST 133.93 FEET, THENCE NORTH 34D52'47" WEST 194.23 FEET, THENCE NORTH 22D53'57" WEST 387.48 FEET, THENCE NORTH 11D56'17" EAST 434.87 FEET, THENCE SOUTH 81D24'28" EAST 567.68 FEET TO THE POINT OF BEGINNING. (BASIS OF BEARING IS NORTH 89D55'51" WEST BETWEEN THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, AND THE WEBER COUNTY MONUMENT AT THE INTERSECTION OF THE WEBER CACHE COUNTY LINE AND THE SECTION LINE TIE FROM THE NORTHEAST CORNER OF SAID SECTION 1 TO THE EAST QUARTER CORNER OF SECTION 6 IS SOUTH 60D41'54" EAST 5559.70 FEET) CONTAINS 9.077 ACRES OR 395407 SQUARE FEET.

## LEGAL DESCRIPTION

Parcel # 23-128-0001

7485 E. Horizon Run Rd. Eden, Utah 84310

All of Lot 5R, Summit Eden Phase 1A, Weber County, Utah

## LEGAL DESCRIPTION

Parcel # 23-128-0027

EH 3163734 PG 170 OF 344

That portion of the following described property lying westerly of the Eden Cemetery District line being all of lot 6R, Summit Eden Phase 1A, Weber County, Utah.

## LEGAL DESCRIPTION

E# 3163734 PG 171 OF 344

Parcel # 23-128-0002

7511 E. Horizon Run Rd. Eden, Utah 84310

That portion of the following described property lying westerly of the Eden Cemetery District line being all of lot 6R, Summit Eden Phase 1A, Weber County, Utah.

## LEGAL DESCRIPTION

EH 3163734 PG 172 OF 344

Parcel # 23-143-0001

7543 E. Horizon Run Rd. Eden, Utah 84310

All of lot 119, Summit Eden Phase 1A, Amendment 3, Weber county, Utah, Subject to and together with easement for private driveway. E #3127830



## LEGAL DESCRIPTION

EH 3163734 PG 173 OF 344

Parcel # 23-135-0001

All of lot 117R, Summit Eden Phase 1A, Amendment 2, Weber County, Utah

## LEGAL DESCRIPTION

\ Parcel # 23-135-0002

All of lot 117R, Summit Eden Phase 1A, Amendment 2, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 175 OF 344

Parcel # 23-128-0008

7665 E. Horizon Run Rd. Eden, Utah 84310

All of lot 13R, Summit Eden Phase 1A, Weber County, Utah

## LEGAL DESCRIPTION

Parcel # 23-128-0009

7719 E. Horizon Run Rd. Eden, Utah 84310

All of lot 14R, Summit Eden Phase 1A, Weber County, Utah

## LEGAL DESCRIPTION

Parcel # 23-128-0010

EH 3163734 PG 177 OF 344

7739 E. Horizon Run Rd. Eden, Utah 84310

All of lot 15R, Summit Eden Phase 1A, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 178 OF 344

Parcel # 23-128-0011

7763 E. Horizon Run Rd. Eden, Utah 84310

All of lot 16R, Summit Eden Phase 1A, Weber County, Utah

## LEGAL DESCRIPTION

Parcel # 23-128-0012

7775 E. Horizon Run Rd. Eden, Utah 84310

All of lot 17, Summit Eden Phase 1A, Weber County, Utah

## LEGAL DESCRIPTION

Parcel # 23-128-0013

7781 E. Horizon Run Rd. Eden, Utah 84310

All of lot 18, Summit Eden Phase 1A, Weber County, Utah



**LEGAL DESCRIPTION**

EH 3163734 PG 181 OF 344

Parcel # 23-128-0016

7823 E. Horizon Run Rd. Eden, Utah 84310

All of lot 21, Summit Eden Phase 1A, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 182 OF 344

Parcel # 23-142-0001

7668 E. Horizon Run Rd. Eden, Utah 84310

All of Development Parcel D1-R Summit Eden Phase 1A, Amending parcels C1, C2, and C3,  
Weber County, Utah.

## LEGAL DESCRIPTION

EH 3163734 PG 183 OF 344

Parcel # 23-142-0002

7632 E. Horizon Run Rd. Eden, Utah 84310

All of Development Parcel D2-R Summit Eden Phase 1A, Amendment 1, Amending parcels C1, C2, and C3, Weber County, Utah.

## LEGAL DESCRIPTION

EH 3163734 PG 184 OF 344

Parcel # 23-128-0005

7568 E. Horizon Run Rd. Eden, Utah 84310

That portion of the following described property lying westerly of the Eden Cemetery District line being all of lot 6R, Summit Eden Phase 1A, Weber County, Utah

**LEGAL DESCRIPTION**

E# 3163734 PG 185 OF 344

Parcel # 23-151-0012

7794 E. Horizon Run Rd. Eden, Utah 84310

All of unit 113, Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 186 OF 344

Parcel # 23-151-0016

7774 E. Horizon Run Rd. Eden, Utah 84310

All of unit 117, Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber County, Utah

**LEGAL DESCRIPTION**

E# 3163734 PG 187 OF 344

Parcel # 23-151-0008

7788 E. Horizon Run Rd. Eden, Utah 84310

All of unit 109 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber  
County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 188 OF 344

Parcel # 23-151-0011

7784 E. Horizon Run Rd. Eden, Utah 84310

All of unit 112 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber County, Utah



**LEGAL DESCRIPTION**

E# 3163734 PG 189 OF 344

Parcel # 23-151-0017

7782 E. Horizon Run Rd. Eden, Utah 84310

All of unit 118 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber  
County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 190 OF 344

Parcel # 23-151-0014

7780 E. Horizon Run Rd. Eden, Utah 84310

All of unit 115 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 191 OF 344

Parcel # 23-151-0009

7768 E. Horizon Run Rd. Eden, Utah 84310

All of unit 110 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 192 OF 344

Parcel # 23-151-0015

7770 E. Horizon Run Rd. Eden, Utah 84310

All of unit 116 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 193 OF 344

Parcel # 23-151-0006

7776 E. Horizon Run Rd. Eden, Utah 84310

All of unit 107 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 194 OF 344

Parcel # 23-151-0001

7762 E. Horizon Run Rd. Eden, Utah 84310

All of unit 102 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber County, Utah

## LEGAL DESCRIPTION

Parcel # 23-151-0002

7758 E. Horizon Run Rd. Eden, Utah 84310

All of unit 103 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber County, Utah

**LEGAL DESCRIPTION**

E# 3163734 PG 196 OF 344

Parcel # 23-151-0004

7772 E. Horizon Run Rd. Eden, Utah 84310

All of unit 105 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber  
County, Utah



**LEGAL DESCRIPTION**

EH 3163734 PG 197 OF 344

Parcel # 23-151-0007

7760 E. Horizon Run Rd. Eden, Utah 84310

All of unit 108 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber  
County, Utah

**LEGAL DESCRIPTION**

Parcel # 23-151-0003

7752 E. Horizon Run Rd. Eden, Utah 84310

All of unit 104 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 199 OF 344

Parcel # 23-151-0028

7867 E. Horizon Run Rd. Eden, Utah 84310

All of unit 129 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 200 OF 344

Parcel # 23-162-0001

7863 E. Horizon Run Rd. Eden, Utah 84310

All of unit 225 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber County, Utah

**LEGAL DESCRIPTION**

Parcel # 23-151-0027

7865 E. Horizon Run Rd. Eden, Utah 84310

All of unit 128 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber County, Utah

## LEGAL DESCRIPTION

Parcel # 23-151-0021

EH 3163734 PG 202 OF 344

7859 E. Horizon Run Rd. Eden, Utah 84310

All of unit 122 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 203 OF 344

Parcel # 23-151-0022

7851 E. Horizon Run Rd. Eden, Utah 84310

All of unit 123 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 204 OF 344

Parcel # 23-151-0026

7853 E. Horizon Run Rd. Eden, Utah 84310

All of unit 127 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber  
County, Utah





# Weber County Parcel Search

2380 Washington Blvd Ogden, Utah

Weber County Home - Parcel Search - Interactive Maps

[Print this page](#)
[Current Taxes](#)
[Ownership Info](#)
[Tax History](#)
[Property Characteristics](#)
[Delinquent Taxes](#)

Todays Date: 04/05/2021

[<--Back to Search](#)

Parcel # 23-151-0025

E# 3163734 PG 205 OF 344

## Ownership Info

Owner BAILEY, SCOTT A

Property Address 7843 E HORIZON RUN RD  
EDEN 84310

Mailing Address 16871 PHELPS LN  
HUNTINGTN BCH CA 926493048

Tax Unit 546

[View in Geo-Gizmo](#)
[Plat Map](#)

23-151 View PDF  
Updated: January 15 2021

### Prior Year Plats

Plats as of Dec 31st of each year

2017 - 23-151 View PDF

2016 - 23-151 View PDF

2015 - 23-151 View PDF

2014 - 23-151 View PDF

### Dedication Plat

Horizon Neighborhood @ Powder  
Mnt Amd 1  
81-066(TIF)  
81-067(TIF)

## Current References

Entry #  
3129309

Book

Page

Recorded Date  
25-FEB-21Kind of Instrument  
QUIT CLAIM DEED

## Prior Parcel Numbers

231470025 (Dead)  
231470028 (Dead)

## Legal Description

\* For Tax Purposes Only \*

ALL OF UNIT 126, HORIZON NEIGHBORHOOD AT POWDER MOUNTAIN PRUD,AMENDMENT 1, WEBER COUNTY, UTAH.

Copyright © Weber County - 2380 Washington Blvd Ogden, UT 84401

**LEGAL DESCRIPTION**

EH 3163734 PG 206 OF 344

Parcel # 23-151-0025

7843 E. Horizon Run Rd. Eden, Utah 84310

All of unit 126 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber  
County, Utah

**LEGAL DESCRIPTION**

**E# 3163734 PG 207 OF 344**

Parcel # 23-151-0023

7835 E. Horizon Run Rd. Eden, Utah 84310

All of unit 124 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber  
County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 208 OF 344

Parcel # 23-151-0020

7849 E. Horizon Run Rd. Eden, Utah 84310

All of unit 121 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber  
County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 209 OF 344

Parcel # 23-151-0029

7857 E. Horizon Run Rd. Eden, Utah 84310

All of unit 130 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber  
County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 210 OF 344

Parcel # 23-151-0030

7855 E. Horizon Run Rd. Eden, Utah 84310

All of unit 131 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber  
County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 211 OF 344

Parcel # 23-151-0019

7845 E. Horizon Run Rd. Eden, Utah 84310

All of unit 120 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 212 OF 344

Parcel # 23-151-0010

7825 E. Horizon Run Rd. Eden, Utah 84310

All of unit 111 Horizon Neighborhood at Powder Mountain PRUD, Amendment 1, Weber  
County, Utah



## LEGAL DESCRIPTION

EH 3163734 PG 213 OF 344

Parcel # 23-140-0001

7898 E. Heartwood Dr. Eden, Utah 84310

All of Lot 1, Summit Eden Ridge Nests PRUD, Amendment 1, Weber County, Utah

## LEGAL DESCRIPTION

Parcel # 23-140-0006

7846 E. Heartwood Dr. Eden, Utah 84310

All of Lot 6, Summit Eden Ridge Nests PRUD, Amendment 1, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 215 OF 344

Parcel # 23-140-0004

7864 E. Heartwood Dr. Eden, Utah 84310

All of Lot 4, Summit Eden Ridge Nests PRUD, Amendment 1, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 216 OF 344

Parcel # 23-140-0002

7884 E. Heartwood Dr. Eden, Utah 84310

All of Lot 2, Summit Eden Ridge Nests PRUD, Amendment 1, Weber County, Utah

**LEGAL DESCRIPTION**

E# 3163734 PG 217 OF 344

Parcel # 23-145-0001

7858 E. Heartwood Dr. Eden, Utah 84310

All of Lot 5, Summit Eden Ridge Nests PRUD, Amended 2, Amended Lot 5, Weber County, Utah

**LEGAL DESCRIPTION**

Parcel # 23-130-0001

All of lot 36, Summit Eden Phase 1C, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 219 OF 344

Parcel # 23-130-0002

All of lot 37R, Summit Eden Phase 1C, Weber County, Utah (Note: Bracketed Information above (E#2706318) was Omitted from special warranty deed dated October 14, 2014).

## LEGAL DESCRIPTION

Parcel # 23-130-0003

All of lot 38R, Summit Eden Phase 1C, Weber County, Utah



**LEGAL DESCRIPTION**

EH 3163734 PG 221 OF 344

Parcel # 23-130-0004

All of lot 39R, Summit Eden Phase 1C, Weber County, Utah

**LEGAL DESCRIPTION**

Parcel # 23-130-0005

All of lot 40R Summit Eden Phase 1C, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 223 OF 344

Parcel # 23-130-0006

All of lot 41R Summit Eden Phase 1C, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 224 OF 344

Parcel # 23-130-0007

All of lot 42R Summit Eden Phase 1C, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 225 OF 344

Parcel # 23-130-0008

All of lot 43R Summit Eden Phase 1C, Weber County, Utah

**LEGAL DESCRIPTION**

E# 3163734 PG 226 OF 344

Parcel # 23-154-0001

All of lot 143R Summit Eden Phase 1C, Amendment 6, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 227 OF 344

Parcel # 23-130-0010

All of lot 45R Summit Eden Phase 1C, Weber County, Utah

**LEGAL DESCRIPTION**

E# 3163734 PG 228 OF 344

Parcel # 23-130-0011

All of lot 46R Summit Eden Phase 1C, Weber County, Utah



## LEGAL DESCRIPTION

E# 3163734 PG 229 OF 344

Parcel # 23-130-0012

All of lot 47R Summit Eden Phase 1C, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 230 OF 344

Parcel # 23-130-0013

All of lot 48R Summit Eden Phase 1C, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 231 OF 344

Parcel # 23-130-0014

All of lot 49R Summit Eden Phase 1C, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 232 OF 344

Parcel # 23-150-0001

8443 E. Copper Crest Road Eden, Utah 84310

All of lot 124 Summit Eden Phase 1C, Amendment 4, Weber County, Utah

## LEGAL DESCRIPTION

Parcel # 23-150-0003

8451 E. Copper Crest Road Eden, Utah 84310

All of lot 126 Summit Eden Phase 1C, Amendment 4, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 234 OF 344

Parcel # 23-150-0005

8459 E. Copper Crest Road Eden, Utah 84310

All of lot 128 Summit Eden Phase 1C, Amendment 4, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 235 OF 344

Parcel # 23-150-0007

8465 E. Copper Crest Road Eden, Utah 84310

All of lot 130 Summit Eden Phase 1C, Amendment 4, Weber County, Utah

**LEGAL DESCRIPTION**

E# 3163734 PG 236 OF 344

Parcel # 23-150-0008

8469 E. Copper Crest Road Eden, Utah 84310

All of lot 131 Summit Eden Phase 1C, Amendment 4, Weber County, Utah



**LEGAL DESCRIPTION**

EH 3163734 PG 237 OF 344

Parcel # 23-150-0009

8471 E. Copper Crest Road Eden, Utah 84310

All of lot 132 Summit Eden Phase 1C, Amendment 4, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 238 OF 344

Parcel # 23-150-0010

8477 E. Copper Crest Road Eden, Utah 84310

All of lot 133 Summit Eden Phase 1C, Amendment 4, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 239 OF 344

Parcel # 23-150-0011

5763 N. Copper Crest Road Eden, Utah 84310

All of lot 134 Summit Eden Phase 1C, Amendment 4, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 240 OF 344

Parcel # 23-150-0012

5759 N. Copper Crest Road Eden, Utah 84310

All of lot 135 Summit Eden Phase 1C, Amendment 4, Weber County, Utah

## LEGAL DESCRIPTION

Parcel # 23-150-0013

5757 N. Copper Crest Road Eden, Utah 84310

All of lot 136 Summit Eden Phase 1C, Amendment 4, Weber County, Utah

## LEGAL DESCRIPTION

Parcel # 23-150-0014

EH 3163734 PG 242 OF 344

5753 N. Copper Crest Road Eden, Utah 84310

All of lot 137 Summit Eden Phase 1C, Amendment 4, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 243 OF 344

Parcel # 23-150-0015

5749 N. Copper Crest Road Eden, Utah 84310

All of lot 138 Summit Eden Phase 1C, Amendment 4, Weber County, Utah

## LEGAL DESCRIPTION

Parcel # 23-150-0016

EH 3163734 PG 244 OF 344

5745 N. Copper Crest Road Eden, Utah 84310

All of lot 139 Summit Eden Phase 1C, Amendment 4, Weber County, Utah



## LEGAL DESCRIPTION

Parcel # 23-150-0017

5743 N. Copper Crest Road Eden, Utah 84310

All of lot 140 Summit Eden Phase 1C, Amendment 4, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 246 OF 344

Parcel # 23-150-0018

5739 N. Copper Crest Road Eden, Utah 84310

All of lot 141 Summit Eden Phase 1C, Amendment 4, Weber County, Utah

**LEGAL DESCRIPTION**

**EH 3163734 PG 247 OF 344**

Parcel # 23-150-0019

8448 E Spring Park Rd Eden, Utah 84310

All of lot 142 Summit Eden Phase 1C, Amendment 4, Weber County, Utah

## LEGAL DESCRIPTION

EN 3163734 PG 248 OF 344

Parcel # 23-157-0001

8436 E Spring Park Rd Eden, Utah 84310

All of lot 152 Summit Eden Phase 1C, Amendment 8, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 249 OF 344

Parcel # 23-130-0031

All of lot 64 Summit Eden Phase 1C, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 250 OF 344

Parcel # 23-130-0032

All of lot 65 Summit Eden Phase 1C, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 251 OF 344

Parcel # 23-130-0033

All of lot 66 Summit Eden Phase 1C, Weber County, Utah

## LEGAL DESCRIPTION

Parcel # 23-130-0034

EH 3163734 PG 252 OF 344

All of lot 67 Summit Eden Phase 1C, Weber County, Utah



## LEGAL DESCRIPTION

Parcel # 23-130-0035

EH 3163734 PG 253 OF 344

All of lot 68 Summit Eden Phase 1C, Weber County, Utah

**LEGAL DESCRIPTION**

E# 3163734 PG 254 OF 344

Parcel # 23-130-0036

All of lot 69R Summit Eden Phase 1C, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 255 OF 344

Parcel # 23-130-0037

All of lot 70R Summit Eden Phase 1C, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 256 OF 344

Parcel # 23-130-0038

All of lot 71R Summit Eden Phase 1C, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 257 OF 344

Parcel # 23-130-0039

All of lot 72R Summit Eden Phase 1C, Weber County, Utah

## LEGAL DESCRIPTION

Parcel # 23-130-0040

E# 3163734 PG 258 OF 344

All of lot 73R Summit Eden Phase 1C, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 259 OF 344

Parcel # 23-161-0001

8464 E. Spring Park Rd. Eden, Utah 84310

All of lot 153R Summit Eden Phase 1C, Amendment 9, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 260 OF 344

Parcel # 23-130-0042

8452 E. Spring Park Rd. Eden, Utah 84310

All of lot 75R Summit Eden Phase 1C, Weber County, Utah



**LEGAL DESCRIPTION**

Parcel # 23-130-0043

All of lot 76R Summit Eden Phase 1C, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 262 OF 344

Parcel # 23-130-0044

All of lot 77 Summit Eden Phase 1C, Weber County, Utah

**LEGAL DESCRIPTION**

E# 3163734 PG 263 OF 344

Parcel # 23-130-0045

All of lot 78 Summit Eden Phase 1C, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 264 OF 344

Parcel # 23-130-0046

All of lot 79 Summit Eden Phase 1C, Weber County, Utah

**LEGAL DESCRIPTION**

E# 3163734 PG 265 OF 344

Parcel # 23-130-0047

All of lot 80 Summit Eden Phase 1C, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 266 OF 344

Parcel # 23-130-0048

All of lot 81 Summit Eden Phase 1C, Weber County, Utah

**LEGAL DESCRIPTION**

E# 3163734 PG 267 OF 344

Parcel # 23-130-0049

All of lot 82 Summit Eden Phase 1C, Weber County, Utah

## LEGAL DESCRIPTION

Parcel # 23-130-0050

EH 3163734 PG 268 OF 344

All of lot 83 Summit Eden Phase 1C, Weber County, Utah



## LEGAL DESCRIPTION

EH 3163734 PG 269 OF 344

Parcel # 23-130-0051

All of lot 84R Summit Eden Phase 1C, Weber County, Utah

**LEGAL DESCRIPTION**

E# 3163734 PG 270 OF 344

Parcel # 23-130-0052

All of lot 85R Summit Eden Phase 1C, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 271 OF 344

Parcel # 23-130-0053

All of lot 86R Summit Eden Phase 1C, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 272 OF 344

Parcel # 23-155-0001

8569 E. Spring Park Rd. Eden, Utah 84310

All of Development D9, Summit Eden Phase 1D, Amendment 2, Weber County, Utah

## LEGAL DESCRIPTION

Parcel # 23-138-0003

E# 3163734 PG 273 OF 344

5788 N. Daybreak Rdg. Eden, Utah 84310

All of Development Parcel D6, Summit Eden Phase 1D, Amendment 1, Weber County, Utah

**LEGAL DESCRIPTION**

**E# 3163734 PG 274 OF 344**

Parcel # 23-152-0001

5804 N. Daybreak Rdg. Eden, Utah 84310

All of Unit 1, Village Nests East at Powder Mountain PRUD, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 275 OF 344

Parcel # 23-152-0020

5802 N. Daybreak Rdg. Eden, Utah 84310

All of Unit 20, Village Nests East at Powder Mountain PRUD, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 276 OF 344

Parcel # 23-152-0019

5798 N. Daybreak Rdg. Eden, Utah 84310

All of Unit 19, Village Nests East at Powder Mountain PRUD, Weber County, Utah



**LEGAL DESCRIPTION**

EA 3163734 PG 277 OF 344

Parcel # 23-152-0018

5790 N. Daybreak Rdg. Eden, Utah 84310

All of Unit 18, Village Nests East at Powder Mountain PRUD, Weber County, Utah

**LEGAL DESCRIPTION**

E# 3163734 PG 278 OF 344

Parcel # 23-152-0017

5786 N. Daybreak Rdg. Eden, Utah 84310

All of Unit 17, Village Nests East at Powder Mountain PRUD, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 279 OF 344

Parcel # 23-152-0016

5780 N. Daybreak Rdg. Eden, Utah 84310

All of Unit 16, Village Nests East at Powder Mountain PRUD, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 280 OF 344

Parcel # 23-152-0014

5742 N. Daybreak Rdg. Eden, Utah 84310

All of Unit 14, Village Nests East at Powder Mountain PRUD, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 281 OF 344

Parcel # 23-152-0013

5766 N. Daybreak Rdg. Eden, Utah 84310

All of Unit 13, Village Nests East at Powder Mountain PRUD, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 282 OF 344

Parcel # 23-152-0012

5762 N. Daybreak Rdg. Eden, Utah 84310

All of Unit 12, Village Nests East at Powder Mountain PRUD, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 283 OF 344

Parcel # 23-152-0010

5756 N. Daybreak Rdg. Eden, Utah 84310

All of Unit 10, Village Nests East at Powder Mountain PRUD, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 284 OF 344

Parcel # 23-152-0011

5748 N. Daybreak Rdg. Eden, Utah 84310

All of Unit 11, Village Nests East at Powder Mountain PRUD, Weber County, Utah



## LEGAL DESCRIPTION

E# 3163734 PG 285 OF 344

Parcel # 23-152-0009

5734 N. Daybreak Rdg. Eden, Utah 84310

All of Unit 9, Village Nests East at Powder Mountain PRUD, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 286 OF 344

Parcel # 23-152-0008

5747 N. Daybreak Rdg. Eden, Utah 84310

All of Unit 8, Village Nests East at Powder Mountain PRUD, Weber County, Utah

## LEGAL DESCRIPTION

Parcel # 23-152-0015

EH 3163734 PG 287 OF 344

5774 N. Daybreak Rdg. Eden, Utah 84310

All of Unit 15, Village Nests East at Powder Mountain PRUD, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 288 OF 344

Parcel # 23-152-0007

5754 N. Daybreak Rdg. Eden, Utah 84310

All of Unit 7, Village Nests East at Powder Mountain PRUD, Weber County, Utah

## LEGAL DESCRIPTION

EN 3163734 PG 289 OF 344

Parcel # 23-152-0006

5760 N. Daybreak Rdg. Eden, Utah 84310

All of Unit 6, Village Nests East at Powder Mountain PRUD, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 290 OF 344

Parcel # 23-152-0005

5772 N. Daybreak Rdg. Eden, Utah 84310

All of Unit 5, Village Nests East at Powder Mountain PRUD, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 291 OF 344

Parcel # 23-152-0004

5778 N. Daybreak Rdg. Eden, Utah 84310

All of Unit 4, Village Nests East at Powder Mountain PRUD, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 292 OF 344

Parcel # 23-152-0003

5784 N. Daybreak Rdg. Eden, Utah 84310

All of Unit 3, Village Nests East at Powder Mountain PRUD, Weber County, Utah



## LEGAL DESCRIPTION

E# 3163734 PG 293 OF 344

Parcel # 23-152-0002

5792 N. Daybreak Rdg. Eden, Utah 84310

All of Unit 2, Village Nests East at Powder Mountain PRUD, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 294 OF 344

Parcel # 23-159-0001

All of Lot 1, Overlook at Powder Mountain Phase 1, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 295 OF 344

Parcel # 23-159-0002

8599 E. Overlook Dr. Eden, Utah 84310

All of Lot 2, Overlook at Powder Mountain Phase 1, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 296 OF 344

Parcel # 23-159-0003

8593 E. Overlook Dr. Eden, Utah 84310

All of Lot 3, Overlook at Powder Mountain Phase 1, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 297 OF 344

Parcel # 23-159-0004

8579 E. Overlook Dr. Eden, Utah 84310

All of Lot 4, Overlook at Powder Mountain Phase 1, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 298 OF 344

Parcel # 23-159-0005

8571 E. Overlook Dr. Eden, Utah 84310

All of Lot 5, Overlook at Powder Mountain Phase 1, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 299 OF 344

Parcel # 23-159-0006

8563 E. Overlook Dr. Eden, Utah 84310

All of Lot 6, Overlook at Powder Mountain Phase 1, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 300 OF 344

Parcel # 23-159-0007

8555 E. Overlook Dr. Eden, Utah 84310

All of Lot 7, Overlook at Powder Mountain Phase 1, Weber County, Utah



## LEGAL DESCRIPTION

EH 3163734 PG 301 OF 344

Parcel # 23-159-0008

8547 E. Overlook Dr. Eden, Utah 84310

All of Lot 8, Overlook at Powder Mountain Phase 1, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 302 OF 344

Parcel # 23-159-0009

8539 E. Overlook Dr. Eden, Utah 84310

All of Lot 9, Overlook at Powder Mountain Phase 1, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 303 OF 344

Parcel # 23-159-0010

8531 E. Overlook Dr. Eden, Utah 84310

All of Lot 10, Overlook at Powder Mountain Phase 1, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 304 OF 344

Parcel # 23-159-0011

8523 E. Overlook Dr. Eden, Utah 84310

All of Lot 11, Overlook at Powder Mountain Phase 1, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 305 OF 344

Parcel # 23-159-0012

8515 E. Overlook Dr. Eden, Utah 84310

All of Lot 12, Overlook at Powder Mountain Phase 1, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 306 OF 344

Parcel # 23-159-0013

8507 E. Overlook Dr. Eden, Utah 84310

All of Lot 13, Overlook at Powder Mountain Phase 1, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 307 OF 344

Parcel # 23-159-0014

8499 E. Overlook Dr. Eden, Utah 84310

All of Lot 14, Overlook at Powder Mountain Phase 1, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 308 OF 344

Parcel # 23-159-0015

8491 E. Overlook Dr. Eden, Utah 84310

All of Lot 15, Overlook at Powder Mountain Phase 1, Weber County, Utah



## LEGAL DESCRIPTION

E# 3163734 PG 309 OF 344

Parcel # 23-159-0016

8498 E. Overlook Dr. Eden, Utah 84310

All of Lot 16, Overlook at Powder Mountain Phase 1, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 310 OF 344

Parcel # 23-159-0017

8514 E. Overlook Dr. Eden, Utah 84310

All of Lot 17, Overlook at Powder Mountain Phase 1, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 311 OF 344

Parcel # 23-159-0018

8526 E. Overlook Dr. Eden, Utah 84310

All of Lot 18 Overlook at Powder Mountain Phase 1, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 312 OF 344

Parcel # 23-159-0019

8534 E. Overlook Dr. Eden, Utah 84310

All of Lot 19, Overlook at Powder Mountain Phase 1, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 313 OF 344

Parcel # 23-159-0020

8542 E. Overlook Dr. Eden, Utah 84310

All of Lot 20, Overlook at Powder Mountain Phase 1, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 314 OF 344

Parcel # 23-159-0021

8552 E. Overlook Dr. Eden, Utah 84310

All of Lot 21, Overlook at Powder Mountain Phase 1, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 315 OF 344

Parcel # 23-160-0016

8511 E. Cobabe Ct. Eden, Utah 84310

All of Lot 39, Overlook at Powder Mountain Phase2, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 316 OF 344

Parcel # 23-160-0015

8503 E. Cobabe Ct. Eden, Utah 84310

All of Lot 38, Overlook at Powder Mountain Phase2, Weber County, Utah



## LEGAL DESCRIPTION

EH 3163734 PG 317 OF 344

Parcel # 23-160-0014

8499 E. Cobabe Ct. Eden, Utah 84310

All of Lot 37, Overlook at Powder Mountain Phase2, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 318 OF 344

Parcel # 23-160-0013

8495 E. Cobabe Ct. Eden, Utah 84310

All of Lot 36, Overlook at Powder Mountain Phase2, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 319 OF 344

Parcel # 23-160-0012

All of Lot 35, Overlook at Powder Mountain Phase2, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 320 OF 344

Parcel # 23-160-0011

8482 E. Meridian Ave. Eden, Utah 84310

All of Lot 34, Overlook at Powder Mountain Phase2, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 321 OF 344

Parcel # 23-160-0010

8482 E. Meridian Ave. Eden, Utah 84310

All of Lot 33, Overlook at Powder Mountain Phase2, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 322 OF 344

Parcel # 23-160-0009

8506 E. Meridian Ave. Eden, Utah 84310

All of Lot 32, Overlook at Powder Mountain Phase2, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 323 OF 344

Parcel # 23-160-0008

8528 E. Meridian Ave. Eden, Utah 84310

All of Lot 31, Overlook at Powder Mountain Phase2, Weber County, Utah

**LEGAL DESCRIPTION**

EH 3163734 PG 324 OF 344

Parcel # 23-160-0007

8538 E. Meridian Ave. Eden, Utah 84310

All of Lot 30, Overlook at Powder Mountain Phase2, Weber County, Utah



## LEGAL DESCRIPTION

EH 3163734 PG 325 OF 344

Parcel # 23-160-0006

8546 E. Meridian Ave. Eden, Utah 84310

All of Lot 29, Overlook at Powder Mountain Phase2, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 326 OF 344

Parcel # 23-160-0005

8554 E. Meridian Ave. Eden, Utah 84310

All of Lot 28, Overlook at Powder Mountain Phase2, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 327 OF 344

Parcel # 23-160-0004

8562 E. Meridian Ave. Eden, Utah 84310

All of Lot 27, Overlook at Powder Mountain Phase2, Weber County, Utah

## LEGAL DESCRIPTION

EN 3163734 PG 328 OF 344

Parcel # 23-160-0003

8568 E. Meridian Ave. Eden, Utah 84310

All of Lot 26, Overlook at Powder Mountain Phase2, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 329 OF 344

Parcel # 23-160-0002

8574 E. Meridian Ave. Eden, Utah 84310

All of Lot 25, Overlook at Powder Mountain Phase2, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 330 OF 344

Parcel # 23-160-0001

8582 E. Meridian Ave. Eden, Utah 84310

All of Lot 24, Overlook at Powder Mountain Phase2, Weber County, Utah

## LEGAL DESCRIPTION

EH 3163734 PG 331 OF 344

Parcel # 23-159-0022

8602 E. Overlook Dr. Eden, Utah 84310

All of Lot 22, Overlook at Powder Mountain Phase1, Weber County, Utah

## LEGAL DESCRIPTION

E# 3163734 PG 332 OF 344

Parcel # 23-159-0023

8594 E. Overlook Dr. Eden, Utah 84310

All of Lot 23, Overlook at Powder Mountain Phase 1, Weber County, Utah



# LEGAL DESCRIPTION

EH 3163734 PG 333 OF 344

Parcel # 23-012-0174

ALL OF THAT PORTION LYING SOUTHERLY OF THE POWDER MOUNTAIN WATER AND SEWER IMPROVMENT DISTRICT. ALL OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. EXCEPTING THEREFROM SUMMIT EDEN PHASE 1A. EXCEPTING THEREFROM SUMMIT EDEN PHASE 1B. EXCEPTING THEREFROM SUMMIT EDEN PHASE 1C. EXCEPTING THEREFROM SUMMIT PASS & SPRING PARK. (75-13 TO 27) LESS AND EXCEPTING: BEGINNING AT A POINT THAT IS ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SUMMIT PASS, SAID POINT ALSO LIES SOUTH 574.57 FEET AND EAST 1,246.71 FEET FROM THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 89D55'51" WEST ALONG THE LINE BETWEEN THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND THE MONUMENT AT THE INTERSECTION OF THE WEBER/CACHE COUNTY LINE, TIE FROM THE TOWNSHIP CORNER TO THE NORTH QUARTER CORNER OF SECTION 8 IS SOUTH 53D43'38" EAST 9312.68 FEET); RUNNING THENCE NORTH 05D19'03" EAST 147.01 FEET TO THE SOUTHERLY LINE OF PARCEL D, SUMMIT EDEN PHASE 1B, AS RECORDED IN THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING THREE (3) COURSES: 1) EASTERLY ALONG A 430.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (CHORD BEARS SOUTH 82D13'12" EAST A DISTANCE OF 28.37 FEET), THROUGH A CENTRAL ANGLE OF 03D46'49", A DISTANCE OF 28.37 FEET, 2) NORTH 09D40'13" EAST 25.00 FEET AND 3) SOUTHEASTERLY ALONG A 455.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (CHORD BEARS SOUTH 64D45'19" EAST A DISTANCE OF 244.33 FEET), THROUGH A CENTRAL ANGLE OF 31D08'57", A DISTANCE OF 247.36 FEET; THENCE SOUTH 46D01'51" EAST 50.00 FEET; THENCE SOUTH 43D58'09" WEST 18.79 FEET TO THE NORTHERLY LINE OF SUMMIT EDEN PHASE 1D, AS RECORDED IN THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE NORTH 46D01'51" WEST ALONG SAID NORTHERLY LINE 50.00 FEET; THENCE SOUTH 43D58'09" WEST ALONG SAID NORTHERLY LINE 153.63 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SUMMIT PASS; THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE AND A 283.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (CHORD BEARS NORTH 67D27'21" WEST A DISTANCE OF 159.40 FEET), THROUGH A CENTRAL ANGLE OF 32D42'50", A DISTANCE OF 161.58 FEET; TO THE POINT OF BEGINNING. CONTAINING 38,141 SQUARE FEET OR 0.876 ACRES. (E#2776707) LESS AND EXCEPTING: BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SUMMIT PASS AND THE SOUTHERLY LINE OF MERIDIAN AVENUE, SAID POINT IS ALSO ON THE WESTERLY LINE OF SUMMIT EDEN PHASE 1D, AS RECORDED IN THE OFFICE OF THE WEBER COUNTY RECORDER, SAID POINT LIES SOUTH 670.39 FEET AND EAST 1,429.92 FEET FROM THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS FOR THE DESCRIPTION IS NORTH 89D55'51" WEST ALONG THE LINE BETWEEN THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND THE MONUMENT AT THE INTERSECTION OF THE WEBER/CACHE COUNTY LINE, TIE FROM THE TOWNSHIP CORNER TO THE NORTH QUARTER CORNER OF SECTION 8, IS SOUTH 53D43'38" EAST 9312.68 FEET); RUNNING THENCE ALONG THE EASTERLY LINE OF SUMMIT EDEN PHASE 1D THE FOLLOWING SIX (6) COURSES: 1) NORTH 43D58'09" EAST 71.63 FEET, 2) EASTERLY ALONG A 23.00 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS NORTH 88D58'09" EAST A DISTANCE OF 32.53 FEET), THROUGH A CENTRAL ANGLE OF 90D00'00", A DISTANCE OF 36.13 FEET, 3) SOUTH 46D01'51" EAST 69.78 FEET, 4) SOUTHERLY ALONG A 23.00 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS SOUTH 05D36'59" EAST A DISTANCE OF 29.82 FEET), THROUGH A CENTRAL ANGLE OF 80D49'44", A DISTANCE OF 32.45 FEET, 5) SOUTH 34D47'59" WEST 6.10 FEET, 6) SOUTHERLY ALONG A 118.00 FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARS SOUTH 15D18'44" WEST A DISTANCE OF 78.73 FEET), THROUGH A CENTRAL ANGLE OF 38D58'23", A DISTANCE OF 80.26 FEET, AND 7) SOUTH 85D44'00" WEST 52.01 FEET TO THE NORTHEASTERLY LINE OF SAID SUMMIT PASS; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE AND A 283.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (CHORD BEARS NORTH 28D08'13" WEST A DISTANCE OF 125.65 FEET), THROUGH A CENTRAL ANGLE OF 25D39'06", A DISTANCE OF 126.70 FEET TO THE POINT OF BEGINNING. CONTAINING 14,112 SQUARE FEET OR 0.324 ACRES. (E#2776707) LESS AND EXCEPTING: BEGINNING AT A POINT THAT IS ON THE SOUTHERLY LINE OF SUMMIT EDEN PHASE 1D, AS RECORDED IN THE OFFICE OF THE WEBER COUNTY RECORDER, SAID POINT LIES SOUTH 908.24 FEET AND EAST 1,586.14 FEET FROM THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2E, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS FOR THE DESCRIPTION IS NORTH 89D55'51" WEST ALONG THE LINE BETWEEN THE NORTHWEST CORNER OF SECTION, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND

MERIDIAN AND THE MONUMENT AT THE INTERSECTION OF THE WEBER/CACHE COUNTY LINE, TIE FROM THE TOWNSHIP CORNER TO THE NORTH QUARTER CORNER OF SECTION 8, IS SOUTH 53D43'38" EAST 9312.68 FEET); RUNNING THENCE ALONG SAID SOUTHERLY LINE AND ITS EXTENSION THE FOLLOWING THREE (3) COURSES: 1) NORTH 85D44'00" EAST 87.02 FEET, 2) SOUTHEASTERLY ALONG A 343.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (CHORD BEARS SOUTH 21D30'10" EAST A DISTANCE OF 101.57 FEET), THROUGH A CENTRAL ANGLE OF 17D01'43", A DISTANCE OF 101.94 FEET, AND 3) SOUTH 30D01'02" EAST 145.39 FEET; THENCE SOUTHEASTERLY ALONG A 382.00 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS SOUTH 22D17'09" EAST A DISTANCE OF 102.78 FEET), THROUGH A CENTRAL ANGLE OF 15D27'45", A DISTANCE OF 103.09 FEET; THENCE SOUTH 89D04'16" WEST 431.21 FEET TO THE EASTERLY LINE OF SUMMIT PASS; THENCE NORTHERLY ALONG SAID EASTERLY LINE AND A 667.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (CHORD BEARS NORTH 15D44'48" EAST A DISTANCE OF 105.28 FEET), THROUGH A CENTRAL ANGLE OF 09D03'12", DISTANCE OF 105.39 FEET; THENCE NORTH 20D16'24" EAST ALONG SAID EASTERLY LINE 47.86 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID SUMMIT EDEN PHASE 1D; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING FOUR (4) COURSES 1) SOUTH 69D45'02" EAST 36.55 FEET, 2) NORTHEASTERLY ALONG A 58.50 FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARS NORTH 65D14'58" EAST A DISTANCE OF 82.73 FEET), THROUGH A CENTRAL ANGLE OF 90D00'00", A DISTANCE OF 91.89 FEET, 3) NORTH 20D14'58" EAST 79.14 FEET, AND 4) NORTHERLY ALONG A 218.00 FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARS NORTH 10D22'29" EAST A DISTANCE OF 74.77 FEET), THROUGH A CENTRAL ANGLE OF 19D44'57", A DISTANCE OF 75.14 FEET TO THE POINT OF BEGINNING. CONTAINING 78,581 SQUARE FEET OR 1.804 ACRES. (E# 2776707) LESS AND EXCEPTING: BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SPRING PARK, A 36 FOOT WIDE PUBLIC ROADWAY, SAID POINT BEING SOUTH 1,046.70 FEET AND EAST 1,207.50 FEET FROM THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING IS NORTH 89D55'51" 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), AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY LINE THE NEXT THREE COURSES AND DISTANCES, 1) NORTHEASTERLY 116.22 FEET ALONG THE ARC OF A 138.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 48D15'18" HAVING A LONG-CHORD OF NORTH 84D06'20" EAST 112.82 FEET; THENCE 2) NORTH 59D58'41" EAST 52.40 FEET; THENCE 3) NORTHEASTERLY 30.12 FEET ALONG THE ARC OF A 57.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30D16'20" HAVING A LONG-CHORD OF NORTH 75D06'50" EAST 29.77 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SUMMIT PASS A 66 FOOT WIDE PUBLIC ROADWAY; THENCE ALONG SAID RIGHT-OF-WAY LINE THE NEXT TWO COURSES AND DISTANCES, 1) SOUTH 20D16'24" WEST 105.32 FEET; THENCE 2) SOUTHWESTERLY 130.00 FEET ALONG THE ARC OF A 733.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10D09'42" HAVING A LONG-CHORD OF SOUTH 15D11'33" WEST 129.83 FEET; THENCE SOUTH 89D04'16" WEST 180.05 FEET; THENCE NORTH 113.84 FEET; THENCE EAST 41.88 FEET; THENCE NORTH 18D13'59" EAST 71.30 FEET TO THE POINT OF BEGINNING. CONTAINS: 34,746 SQUARE FEET AND 0.798 ACRES AS DESCRIBED. (E# 2776707) LESS AND EXCEPTING: SUMMIT EDEN PHASE 1C AMENDMENT 3, LESS AND EXCEPTING: BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MERIDIAN AVENUE, SAID POINT ALSO BEING ON THE NORTHEASTERLY BOUNDARY OF SUMMIT EDEN PHASE 1D AMENDMENT 1, AS RECORDED IN THE OFFICE OF THE WEBER COUNTY RECORDER, SAID POINT ALSO LIES NORTH 87D49'19" EAST 1,550.74 FEET ALONG THE SECTION LINE AND SOUTH 605.24 FEET, FROM THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 89D55'51" WEST ALONG THE LINE BETWEEN THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND THE MONUMENT AT THE INTERSECTION OF THE WEBER/CACHE COUNTY LINE, TIE FROM THE NORTHWEST CORNER OF SECTION 6 TO THE NORTH QUARTER CORNER OF SECTION 8 IS SOUTH 53D43'38" EAST 9312.68 FEET); THENCE SOUTH 79D10'38" EAST 182.08 FEET; THENCE SOUTH 48D42'55" EAST 186.10 FEET; THENCE SOUTH 05D15'37" EAST 290.02 FEET; THENCE SOUTH 18D14'18" WEST 100.94 FEET; THENCE WEST 58.61 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF DAYBREAK RIDGE; THENCE NORTH 30D01'02" WEST ALONG SAID EASTERLY LINE 37.31 FEET TO A POINT ON THE EASTERLY LINE OF VILLAGE NEST AT POWDER MOUNTAIN, A CONDOMINIUM PLAT, AS RECORDED IN THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE NORTH 59D58'58" EAST ALONG SAID EASTERLY LINE 5.57 FEET; THENCE NORTH 13D45'39" EAST ALONG SAID EASTERLY LINE 123.77 FEET; THENCE NORTH 59D58'58" EAST ALONG SAID EASTERLY LINE 65.49 FEET; THENCE NORTH 05D42'44" WEST ALONG SAID EASTERLY LINE 163.75 FEET; THENCE NORTH 53D50'59" WEST ALONG SAID EASTERLY LINE 246.81 FEET; THENCE NORTH 83D27'23" WEST ALONG SAID EASTERLY LINE 77.29 FEET; THENCE SOUTH 43D58'09" WEST ALONG SAID EASTERLY LINE 40.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID DAYBREAK RIDGE; THENCE NORTH 46D01'51" WEST ALONG SAID EASTERLY LINE 27.34 FEET; THENCE NORTHEASTERLY ALONG A 23.00 FOOT RADIUS CURVE TO THE RIGHT, ALONG SAID EASTERLY LINE, (CHORD BEARS NORTH 01D01'51" WEST A DISTANCE OF 32.53 FEET), THROUGH A CENTRAL ANGLE OF 27D00'00", A DISTANCE OF 36.13 FEET TO THE SOUTHERLY LINE OF MERIDIAN AVENUE; THENCE NORTH 43D58'09" EAST ALONG SAID SOUTHERLY LINE 18.79 FEET TO THE POINT OF BEGINNING. CONTAINING: 29,768 SQUARE FEET OF 0.683 ACRES (E# 2871390) LESS

AND EXCEPTING: BEGINNING AT A POINT, SAID POINT BEING SOUTH 1228.26 FEET AND EAST 1143.31 FEET, FROM THE NORTHQUARTER CORNER OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARING IS NORTH 89D55'51" WEST ALONG THE LINE BETWEEN THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, AND THE SET WEBER COUNTY MONUMENT ON THE INTERSECTION OF THE WEBER CACHE COUNTY LINE AND THE SECTION LINE, TIE FROM THE NORTHWEST CORNER OF SECTION 6 TO THE NORTHQUARTER CORNER OF SECTION 8 IS SOUTH 53D43'38" EAST 9312.68 FEET) THENCE NORTH 89D04'16" EAST 180.05 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SUMMIT PASS, THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY 13.72 FEET ALONG THE ARC OF A 733.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01D04'20" HAVING A CHORD BEARING AND DISTANCE OF SOUTH 89D34'32" WEST 13.72 FEET THENCE WEST 177.75 FEET TO A POINT ON THE EAST LINE OF PARCEL J, SUMMITEDEN PHASE 1C, AS RECORDED IN THE OFFICE OF THE WEBER COUNTY RECORDER, THENCE NORTH ALONG SAID EAST LINE 10.61 FEET TO THE POINT OF BEGINNING. CONTAINS 2156 SQUARE FEET OR 0.049 ACRE. LESS AND EXCEPTING: BEGINNING AT A POINT SOUTH 14.99 FEET AND EAST 1335.52 FEET, FROM THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 89D55'51" WEST ALONG THE LINE BETWEEN THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN AND THE MONUMENT AT THE INTERSECTION OF WEBER/CACHE COUNTY LINE, TIE FROM THE NORTHWEST CORNER OF SECTION 6 TO THE NORTH QUARTER CORNER OF SECTION 8 IS SOUTH 53D43'38" EAST 9312.68 FEET ) THENCE NORTH 12D59'46" WEST 63.66 FEET, THENCE SOUTH 87D07'22" EAST 125.11 FEET, THENCE NORTH 02D52'38" EAST 85.00 FEET, THENCE SOUTH 87D07'22" EAST 8.18 FEET, THENCE NORTH 02D52'38" EAST 134.80 FEET, THENCE SOUTH 86D37'29" EAST 83.06 FEET, THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET, WITH A CENTRAL ANGLE OF 22D30'27" (CHORD BEARING AND DISTANCE OF SOUTH 75D22'15" EAST 107.33 FEET) FOR AN ARC DISTANCE OF 108.03 FEET, THENCE SOUTH 64D07'02" EAST 271.58 FEET, THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET, WITH A CENTRAL ANGLE OF 09D19'59" (CHORD BEARING AND DISTANCE OF SOUTH 59D27'02" EAST 158.65 FEET) FOR AN ARC DISTANCE OF 158.82 FEET, THENCE WITH A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET, WITH A CENTRAL ANGLE OF 92D23'57" (CHORD BEARING AND DISTANCE OF SOUTH 08D35'04" EAST 33.20 FEET) FOR AN ARC DISTANCE OF 37.09 FEET. THENCE SOUTH 37D36'55" WEST 97.47 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 157.00 FEET, THROUGH A CENTRAL ANGLE OF 35D40'06" (CHORD BEARING AND DISTANCE OF SOUTH 55D26'58" WEST 96.17 FEET) FOR AN ARC DISTANCE OF 97.74 FEET, THENCE SOUTH 73D17'01" WEST 107.94 FEET, THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 307.00 FEET, THROUGH A CENTRAL ANGLE OF 10D05'10" (CHORD BEARING AND DISTANCE OF SOUTH 78D19'36" WEST 53.97 FEET) FOR AN ARC DISTANCE OF 54.04 FEET, THENCE NORTH 06D37'49" WEST 83.76 FEET, THENCE NORTH 83D03'02" WEST 292.84 FEET, THENCE NORTH 67D34'58" WEST 116.00 FEET TO THE POINT OF BEGINNING. CONTAINING 170027 SQUARE FEET OR 3.903 ACRES. LESS AND EXCEPTING: OVERLOOK AT POWDER MOUNTAIN PH 1 9E#2999361) LESS AND EXCEPTING: BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SPRING PARK LANE, AND THE WESTERLY RIGHT OF WAY LINE OF SUMMIT PASS, SAID POINT BEING SOUTH 1001.25 FEET AND EAST 1393.86 FEET, FROM THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 89D55'51" WEST ALONG THE LINE BETWEEN THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN AND THE MONUMENT AT THE INTERSECTION OF THE WEBER/CACHE COUNTY LINE, TIE FROM THE NORTHWEST CORNER OF SECTION 6 TO THE NORTH QUARTER CORNER OF SECTION 8 IS SOUTH 53D43'38" EAST 9312.68 FEET, THENCE SOUTH 69D43'36" EAST 66.00 FEET, THENCE SOUTH 20D16'24" WEST 105.32 FEET) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 667.00 FEET, THROUGH A CENTRAL ANGLE OF 19D08'30" (CHORD BEARING AND DISTANCE OF SOUTH 10D42'09" WEST 221.80 FEET) FOR AN ARC DISTANCE OF 222.83 FEET, THENCE SOUTH 01D07'54" WEST 226.19 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 333.00 FEET, THROUGH A CENTRAL ANGLE OF 29D59'52" (CHORD BEARING AND DISTANCE OF SOUTH 16D07'50" WEST 172.36 FEET) FOR AN ARC DISTANCE OF 174.35 FEET, THENCE SOUTH 31D07'46" WEST 295.39 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 217.00 FEET, THROUGH A CENTRAL ANGLE OF 34D42'25" (CHORD BEARING AND DISTANCE OF SOUTH 13D46'34" WEST 129.45 FEET) FOR AN ARC DISTANCE OF 131.45 FEET, THENCE SOUTH 03D34'39" EAST 0.09 FEET, THENCE ALONG A CURVE TO LEFT HAVING A RADIUS OF 23.00 FEET, THROUGH A CENTRAL ANGLE OF 80D44'23" (CHORD BEARING AND DISTANCE OF SOUTH 43D56'50" EAST 29.80 FEET) FOR AN ARC DISTANCE OF 32.41 FEET, THENCE SOUTH 05D40'58" WEST 50.00 FEET, THENCE ALONG A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET, THROUGH A CENTRAL ANGLE OF 32D30'53" (CHORD BEARING AND DISTANCE OF SOUTH 79D25'32" WEST 153.97 FEET) FOR AN ARC DISTANCE OF 156.06 FEET THENCE SOUTH 63D10'06" WEST 117.41 FEET, THENCE SOUTH 26D49'54" EAST 404.82 FEET, THENCE SOUTH 08D46'21" WEST 141.29 FEET, THENCE NORTH 81D13'39" WEST 196.64 FEET, THENCE WITH A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 165.00 FEET, THROUGH A CENTRAL ANGLE 17D25'46" (CHORD BEARING AND DISTANCE OF SOUTH 08D46'21" WEST 50.00 FEET) FOR AN ARC DISTANCE OF 50.19 FEET, THENCE SOUTH 81D13'39" EAST 305.90 FEET, THENCE SOUTH 00D25'18" EAST 233.08 FEET, THENCE SOUTH 89D34'42" WEST 175.00 FEET,

THENCESOUTH 00D25'18" EAST 50.00 FEET, THENCE SOUTH 89D34'42" WEST 134.67 FEET, THENCE SOUTH 88D25'18" EAST 88.90 FEET, THENCESOUTH 89D34'42" WEST 175.16 FEET, THENCE NORTH 00D00'00" EAST 170.59 FEET, THENCE NORTH 38D13'43" WEST 112.94 FEET, THENCE ALONG A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 20D37'40" (CHORD BEARING AND DISTANCE OF SOUTH 41D27'27" WEST 53.71 FEET) FOR AN ARC DISTANCE OF 54.00 FEET, THENCE NORTH 58D51'23" WEST 50.00 FEET, THENCE NORTH 60D18'41" WEST 161.75 FEET, THENCESOUTH 62D50'49" WEST 258.28 FEET, THENCE NORTH 27D09'11" WEST 245.70 FEET, THENCE NORTH 62D50'49" EAST 6.78 FEET, THENCE ALONG A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET, THROUGH A CENTRAL ANGLE OF 90D00'00" (CHORD BEARING AND DISTANCE OF NORTH 1750'49" EAST 32.53 FEET) FOR AN ARCDISTANCE OF 36.13 FEET, THENCE NORTH 27D09'11" WEST 244.50 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 64.00 FEET, THROUGH A CENTRAL ANGLE OF 38D16'10" (CHORD BEARING AND DISTANCE OF NORTH 46D17'16" WEST 41.96 FEET) FOR AN ARC DISTANCE OF 42.75 FEET, THENCE NORTH 24D43'44" EAST 370.73 FEET, THENCE NORTH 88D13'23" WEST 99.62 FEET, THENCE NORTH 01D46'37" EAST 50.00 FEET, THENCE NORTH 21D51'04" EAST 133.74 FEET, THENCE NORTH 81D35'57" EAST 387.51 FEET, THENCE NORTH 62D15'56" EAST 116.40 FEET, THENCE SOUTH 32D53'48" EAST 129.94 FEET, THENCE SOUTH 20D07'41" WEST 67.50 FEET, THENCE ALONG A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 105.00 FEET, THROUGH A CENTRAL ANGLE OF 43D02'25" (CHORD BEARING AND DISTANCE OF SOUTH 48D21'07" EAST 77.03 FEET) FOR AN ARC DISTANCE OF 78.88 FEET, THENCE NORTH 63D10'06" EAST 227.56 FEET, THENCE SOUTH 26D49'54" EAST 223.11 FEET, THENCE NORTH 63D10'06" EAST 64.39 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET, THROUGH A CENTRAL ANGLE OF 13D59'39" (CHORD BEARING AND DISTANCE OF NORTH 70D09'55" EAST 79.18 FEET) FOR AN ARC DISTANCE OF 79.38 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET, THROUGH A CENTRAL ANGLE OF 80D44'23" (CHORD BEARING AND DISTANCE OF NORTH 36D47'33" EAST 29.80 FEET) FOR AN ARCDISTANCE OF 32.41 FEET, THENCE NORTH 03D34'39" WEST 0.09 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 283.00 FEET, THROUGH A CENTRAL ANGLE OF 34D42'25" (CHORD BEARING AND DISTANCE OF NORTH 13D46'34" EAST 168.82 FEET) FOR AN ARCDISTANCE OF 171.43 FEET, THENCE NORTH 31D07'46" EAST 295.39 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 267.00 FEET, THROUGH A CENTRAL ANGLE OF 29D59'52" (CHORD BEARING AND DISTANCE OF NORTH 16D07'50" EAST 138.20 FEET) FOR AN ARC DISTANCE OF 13.79 FEET, THENCE NORTH 01D07'54" EAST 226.19 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 733.00 FEET THROUGH A CENTRAL ANGLE OF 19D08'30" (CHORD BEARING AND DISTANCE NORTH 10D42'09" EAST 243.75 FEET) FOR AN ARC DISTANCE OF 244.88 FEET, THENCE NORTH 20D16'24" EAST 105.32 FEET TO THE POINT OF BEGINNING. CONTAINING 1118.799 SQUARE FEET OR 25.684 ACRES. LESS AND EXCEPTING: THAT PORTION OF THE FOREGOING BOBCAT RIDGE AT POWER MOUNTAIN PHASE 1 BOUNDARY DESCRIPTION LYING WITHIN THE COUNTY ROAD RIGHT OF WAY ACCORDING TO THE DEDICATION PLAT FOR SUMMIT PASS AND SPRING PARK RECORDED IN THE OFFICIAL RECORDS OF WEBER COUNTY, UTAH. ON JANUARY 27, 2014 AS E# 2672934 APPROXIMATELY 37314 SQUARE FEET OR 0.857 ACRES. LESS AND EXCEPTING: BEGINNING AT A POINT, SAID POINT BEING EAST 31.51 FEET AND SOUTH 1985.88 FEET, FROM THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 89D55'51" WEST ALONG THE LINE BETWEEN THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, AND THE MONUMENT AT THE INTERSECTION OF THE WEBER/CACHE COUNTY LINE, TIE FROM THE NORTHWEST CORNER OF SECTION 6 TO THE NORTH QUARTER CORNER OF SECTION 8 IS SOUTH 53D43'38" EAST 9312.68 FEET) THENCE SOUTH 21D51'04" WEST 133.74 FEET, THENCE SOUTH 01D46'37" WEST 50.00 FEET. THENCESOUTH 88D13'23" EAST 99.62 FEET, THENCE SOUTH 24D43'44" WEST 370.73 FEET, THENCE ALONG A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 64.00 FEET, THROUGH A CENTRAL ANGLE OF 51D43'50" (CHORD BEARING AND DISTANCE OF SOUTH 88D42'44" WEST 55.84 FEET) FOR AN ARC DISTANCE OF 57.78 FEET, THENCE SOUTH 62D50'49" WEST 288.01 FEET, THENCE NORTH 27D09'11" WEST 215.93 FEET, THENCE NORTH 41D39'19" WEST 275.80 FEET, THENCE NORTH 25D04'25" WEST 164.74 FEET, THENCE NORTH 54D31'54" EAST 296.47 FEET, THENCE SOUTH 82D09'52" EAST 534.14 FEET TO THE POINT OF BEGINNING. CONTAINS 363671 SQUARE FEET OR 8.349 ACRES. LESS AND EXCEPTING: BEGINNING AT A POINT SAID POINT BEING EAST 611.39 FEET AND SOUTH 2946.88 FEET, FROM THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 89D55'51" WEST ALONG THE LINE BETWEEN THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN AND THE MONUMENT AT THE INTERSECTION OF THE WEBER/CACHE LINE, TIE FROM THE NORTHWEST CORNER OF SECTION 6 TO THE NORTH QUARTER CORNER OF SECTION 8 IS SOUTH 53D43'38" EAST 9312.68 FEET) THENCE SOUTH 38D13'43" EAST 112.94 FEET, THENCE SOUTH 00D00'00" WEST 170.59 FEET, THENCE SOUTH 51D43'36" WEST 122.23 FEET, THENCE SOUTH 15D10'53" EAST 92.42 FEET, THENCE SOUTH 74D49'07" WEST 170.73 FEET, THENCE SOUTH 15D10'53" EAST 128.06 FEET, THENCE SOUTH 60D20'29" WEST 231.22 FEET, THENCE NORTH 29D39'31" WEST 220.89 FEET, THENCE NORTH 37D02'43" WEST 420.51 FEET, THENCE NORTH 27D09'11" WEST 245.70 FEET, THENCE NORTH 62D50'49" EAST 278.69 FEET, THENCE SOUTH 27D09'11" EAST 245.70 FEET, THENCE NORTH 62D50'49" EAST 258.28 FEET, THENCE SOUTH 60D18'41" EAST 161.75 FEET, THENCE SOUTH

58D51'23" EAST 50.00 FEET, THENCE ALONG ANON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET THROUGH A CENTRAL ANGLE OF 20D37'40" (CHORD BEARING AND DISTANCE OF NORTH 41D27'27" EAST 53.71 FEET) FOR AN ARCDISTANCE OF 54.00 FEET TO THE POINT OF BEGINNING. CONTAINS 400415 SQUARE FEET OR 9.192 ACRES. [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN AN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WAS CALCULATED BY THE RECORDERS OFFICE FOR TAX PURPOSES.]

## LEGAL DESCRIPTION

Parcel # 23-138-0001

All of Development Parcel D4, Summit Eden Phase 1D, Amendment 1, Weber County, Utah

**LEGAL DESCRIPTION**

Parcel # 23-012-0166

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SUMMIT PASS, SAID POINT BEING SOUTH 583.70 FEET AND EAST 878.72 FEET FROM THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARING IS NORTH 89D55'51" WEST ALONG THE LINE BETWEEN THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, AND THE SET WEBER COUNTY MONUMENT ON THE INTERSECTION OF THE WEBER/CACHE COUNTY LINE AND THE SECTION LINE) THENCE NORTH 06D15'42" EAST 147.00 FEET, THENCE ALONG A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 570.00 FEET, THROUGH A CENTRAL ANGLE OF 10D04'29" (CHORD BEARING AND DISTANCE OF SOUTH 88D46'32" EAST 100.10 FEET) FOR AN ARC DISTANCE OF 100.23 FEET, THENCE NORTH 86D11'14" EAST 193.22 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 430.00 FEET, THROUGH A CENTRAL ANGLE OF 09D42'10" (CHORD BEARING AND DISTANCE OF SOUTH 88D57'41" EAST 72.73 FEET) FOR AN ARC DISTANCE OF 72.82 FEET, THENCE SOUTH 05D19'03" WEST 147.01 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SUMMIT PASS, THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THREE (3) COURSES: 1) THENCE ALONG A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 283.00 FEET, THROUGH A CENTRAL ANGLE OF 10D00'00" (CHORD BEARING AND DISTANCE OF NORTH 88D48'46" WEST 49.33 FEET FOR AN ARC DISTANCE OF 49.39 FEET, 2) THENCE SOUTH 86D11'14" WEST 193.22 FEET, 3) THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 717.00 FEET, THROUGH A CENTRAL ANGLE OF 10D04'29" (CHORD BEARING AND DISTANCE OF NORTH 88D46'32" WEST 125.91 FEET) FOR AN ARC DISTANCE OF 126.07 FEET TO THE POINT OF BEGINNING. CONTAINING 54019 SQUARE FEET OR 1.240 ACRES.

**LEGAL DESCRIPTION**

Parcel # 23-012-0170

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SPRING PARK LANE, AND THE WESTERLY RIGHT OF WAY LINE OF SUMMITPASS, SAID POINT BEING SOUTH 1001.25 FEET AND EAST 1393.86 FEET, FROM THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 89D55'51" WEST ALONG THE LINE BETWEEN THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN AND THE MONUMENT AT THE INTERSECTION OF THE WEBER/CACHE COUNTY LINE, TIE FROM THE NORTHWEST CORNER OF SECTION 6 TO THE NORTHQUARTER CORNER OF SECTION 8 IS SOUTH 53D43'38" EAST 9312.68 FEET, THENCE SOUTH 69D43'36" EAST 66.00 FEET, THENCE SOUTH 20D16'24" WEST 105.32 FEET) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 667.00 FEET, THROUGH A CENTRAL ANGLE OF 19D08'30" (CHORD BEARING AND DISTANCE OF SOUTH 10D42'09" WEST 221.80 FEET) FOR AN ARC DISTANCE OF 222.83 FEET, THENCE SOUTH 01D07'54" WEST 226.19 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 333.00 FEET, THROUGH A CENTRAL ANGLE OF 29D59'52" (CHORD BEARING AND DISTANCE OF SOUTH 16D07'50" WEST 172.36 FEET) FOR AN ARC DISTANCE OF 174.35 FEET, THENCE SOUTH 31D07'46" WEST 295.39 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 217.00 FEET, THROUGH A CENTRAL ANGLE OF 34D42'25" (CHORD BEARING AND DISTANCE OF SOUTH 13D46'34" WEST 129.45 FEET) FOR AN ARC DISTANCE OF 131.45 FEET, THENCE SOUTH 03D34'39" EAST 0.09 FEET, THENCE ALONG A CURVE TO LEFT HAVING A RADIUS OF 23.00 FEET, THROUGH A CENTRAL ANGLE OF 80D44'23" (CHORD BEARING AND DISTANCE OF SOUTH 43D56'50" EAST 29.80 FEET) FOR AN ARC DISTANCE OF 32.41 FEET, THENCE SOUTH 05D40'58" WEST 50.00 FEET, THENCE ALONG A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET, THROUGH A CENTRAL ANGLE OF 32D30'53" (CHORD BEARING AND DISTANCE OF SOUTH 79D25'32" WEST 153.97 FEET) FOR AN ARC DISTANCE OF 156.06 FEET THENCE SOUTH 63D10'06" WEST 117.41 FEET, THENCE SOUTH 26D49'54" EAST 404.82 FEET, THENCE SOUTH 08D46'21" WEST 141.29 FEET, THENCE NORTH 81D13'39" WEST 196.64 FEET, THENCE WITH AN ON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 165.00 FEET, THROUGH A CENTRAL ANGLE 17D25'46" (CHORD BEARING AND DISTANCE OF SOUTH 08D46'21" WEST 50.00 FEET) FOR AN ARC DISTANCE OF 50.19 FEET, THENCE SOUTH 81D13'39" EAST 305.90 FEET, THENCE SOUTH 00D25'18" EAST 233.08 FEET, THENCE SOUTH 89D34'42" WEST 175.00 FEET, THENCE SOUTH 00D25'18" EAST 50.00 FEET, THENCE SOUTH 89D34'42" WEST 134.67 FEET, THENCE SOUTH 88D25'18" EAST 88.90 FEET, THENCE SOUTH 89D34'42" WEST 175.16 FEET, THENCE NORTH 00D00'00" EAST 170.59 FEET, THENCE NORTH 38D13'43" WEST 112.94 FEET, THENCE ALONG A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 20D37'40" (CHORD BEARING AND DISTANCE OF SOUTH 41D27'27" WEST 53.71 FEET) FOR AN ARC DISTANCE OF 54.00 FEET, THENCE NORTH 58D51'23" WEST 50.00 FEET, THENCE NORTH 60D18'41" WEST 161.75 FEET, THENCE SOUTH 62D50'49" WEST 258.28 FEET, THENCE NORTH 27D09'11" WEST 245.70 FEET, THENCE NORTH 62D50'49" EAST 6.78 FEET, THENCE ALONG A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET, THROUGH A CENTRAL ANGLE OF 90D00'00" (CHORD BEARING AND DISTANCE OF NORTH 175D'49" EAST 32.53 FEET) FOR AN ARC DISTANCE OF 36.13 FEET, THENCE NORTH 27D09'11" WEST 244.50 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 64.00 FEET, THROUGH A CENTRAL ANGLE OF 38D16'10" (CHORD BEARING AND DISTANCE OF NORTH 46D17'16" WEST 41.96 FEET) FOR AN ARC DISTANCE OF 42.75 FEET, THENCE NORTH 24D43'44" EAST 370.73 FEET, THENCE NORTH 88D13'23" WEST 99.62 FEET, THENCE NORTH 01D46'37" EAST 50.00 FEET, THENCE NORTH 21D51'04" EAST 133.74 FEET, THENCE NORTH 81D35'57" EAST 387.51 FEET, THENCE NORTH 62D15'56" EAST 116.40 FEET, THENCE SOUTH 32D53'48" EAST 129.94 FEET, THENCE SOUTH 20D07'41" WEST 67.50 FEET, THENCE ALONG A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 105.00 FEET, THROUGH A CENTRAL ANGLE OF 43D02'25" (CHORD BEARING AND DISTANCE OF SOUTH 48D21'07" EAST 77.03 FEET) FOR AN ARC DISTANCE OF 78.88 FEET, THENCE NORTH 63D10'06" EAST 227.56 FEET, THENCE SOUTH 26D49'54" EAST 223.11 FEET, THENCE NORTH 63D10'06" EAST 64.39 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET, THROUGH A CENTRAL ANGLE OF 13D59'39" (CHORD BEARING AND DISTANCE OF NORTH 70D09'55" EAST 79.18 FEET) FOR AN ARC DISTANCE OF 79.38 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET, THROUGH A CENTRAL ANGLE OF 80D44'23" (CHORD BEARING AND DISTANCE OF NORTH 36D47'33" EAST 29.80 FEET) FOR AN ARC DISTANCE OF 32.41 FEET, THENCE NORTH 03D34'39" WEST 0.09 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 283.00 FEET, THROUGH A CENTRAL ANGLE OF 34D42'25" (CHORD BEARING AND DISTANCE OF NORTH 13D46'34" EAST 168.82 FEET) FOR AN ARC DISTANCE OF 171.43 FEET, THENCE NORTH



31D07'46" EAST 295.39 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 267.00 FEET, THROUGH A CENTRAL ANGLE OF 29D59'52" (CHORD BEARING AND DISTANCE OF NORTH 16D07'50" EAST 138.20 FEET) FOR AN ARC DISTANCE OF 13.79 FEET, THENCE NORTH 01D07'54" EAST 226.19 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 733.00 FEET THROUGH A CENTRAL ANGLE OF 19D08'30" (CHORD BEARING AND DISTANCE NORTH 10D42'09" EAST 243.75 FEET) FOR AN ARC DISTANCE OF 244.88 FEET, THENCE NORTH 20D16'24" EAST 105.32 FEET TO THE POINT OF BEGINNING. CONTAINING 1118.799 SQUARE FEET OR 25.684 ACRES. LESS AND EXCEPTING: THAT PORTION OF THE FOREGOING BOBCAT RIDGE AT POWER MOUNTAIN PHASE 1 BOUNDARY DESCRIPTION LYING WITHIN THE COUNTY ROAD RIGHT OF WAY ACCORDING TO THE DEDICATION PLAT FOR SUMMIT PASS AND SPRING PARK RECORDED IN THE OFFICIAL RECORDS OF WEBER COUNTY, UTAH. ON JANUARY 27, 2014 AS E# 2672934 APPROXIMATELY 37314 SQUARE FEET OR 0.857 ACRES.

**LEGAL DESCRIPTION**

Parcel # 23-012-0171

BEGINNING AT A POINT, SAID POINT BEING EAST 31.51 FEET AND SOUTH 1985.88 FEET, FROM THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 89D55'51" WEST ALONG THE LINE BETWEEN THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, AND THE MONUMENT AT THE INTERSECTION OF THE WEBER/CACHE COUNTYLINE, TIE FROM THE NORTHWEST CORNER OF SECTION 6 TO THE NORTHQUARTER CORNER OF SECTION 8 IS SOUTH 53D43'38" EAST 9312.68 FEET) THENCE SOUTH 21D51'04" WEST 133.74 FEET, THENCE SOUTH 01D46'37" WEST 50.00 FEET. THENCE SOUTH 88D13'23" EAST 99.62 FEET, THENCE SOUTH 24D43'44" WEST 370.73 FEET, THENCE ALONG AN ON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 64.00 FEET, THROUGH A CENTRAL ANGLE OF 51D43'50" (CHORD BEARING AND DISTANCE OF SOUTH 88D42'44" WEST 55.84 FEET) FOR AN ARCDISTANCE OF 57.78 FEET, THENCE SOUTH 62D50'49" WEST 288.01 FEET, THENCE NORTH 27D09'11" WEST 215.93 FEET, THENCE NORTH 41D39'19" WEST 275.80 FEET, THENCE NORTH 25D04'25" WEST 164.74 FEET, THENCE NORTH 54D31'54" EAST 296.47 FEET, THENCE SOUTH 82D09'52" EAST 534.14 FEET TO THE POINT OF BEGINNING. CONTAINS 363671 SQUARE FEET OR 8.349 ACRES.

**LEGAL DESCRIPTION**

Parcel # 23-012-0172

BEGINNING AT A POINT SAID POINT BEING EAST 611.39 FEET AND SOUTH 2946.88 FEET, FROM THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 89D55'51" WEST ALONG THE LINE BETWEEN THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN AND THE MONUMENT AT THE INTERSECTION OF THE WEBER/CACHE LINE, TIE FROM THE NORTHWEST CORNER OF SECTION 6 TO THE NORTH QUARTER CORNER OF SECTION 8 IS SOUTH 53D43'38" EAST 9312.68 FEET) THENCE SOUTH 38D13'43" EAST 112.94 FEET, THENCE SOUTH 00D00'00" WEST 170.59 FEET, THENCE SOUTH 51D43'36" WEST 122.23 FEET, THENCE SOUTH 15D10'53" EAST 92.42 FEET, THENCE SOUTH 74D49'07" WEST 170.73 FEET, THENCE SOUTH 15D10'53" EAST 128.06 FEET, THENCE SOUTH 60D20'29" WEST 231.22 FEET, THENCE NORTH 29D39'31" WEST 220.89 FEET, THENCE NORTH 37D02'43" WEST 420.51 FEET, THENCE NORTH 27D09'11" WEST 245.70 FEET THENCE NORTH 62D50'49" EAST 278.69 FEET, THENCE SOUTH 27D09'11" EAST 245.70 FEET, THENCE NORTH 62D50'49" EAST 258.28 FEET, THENCE SOUTH 60D18'41" EAST 161.75 FEET, THENCE SOUTH 58D51'23" EAST 50.00 FEET, THENCE ALONG A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET THROUGH A CENTRAL ANGLE OF 20D37'40" (CHORD BEARING AND DISTANCE OF NORTH 41D27'27" EAST 53.71 FEET) FOR AN ARC DISTANCE OF 54.00 FEET TO THE POINT OF BEGINNING. CONTAINS 400415 SQUARE FEET OR 9.192 ACRES.

## LEGAL DESCRIPTION

Parcel # 23-153-0001

All of Parcel OS5 (Open Space), Summit Eden Phase 1C, Amendment 5, Weber County, Utah