



\*W3210518\*

WHEN RECORDED, RETURN TO:  
**SMHG Phase I LLC**  
**P.O. Box 1119**  
**Eden, Utah 84310**

E# **3210518** PG 1 OF 15  
Leann H. Kiltz, WEBER COUNTY RECORDER  
13-Jan-22 0102 PM FEE \$46.00 DEP TT  
REC FOR: GT TITLE SERVICES  
ELECTRONICALLY RECORDED

Affects Parcel Nos: 23-128-0001 and 0002; 23-128-0027; 23-143-0001; 23-163-0001 and 0002;  
23-012-0152, 0154, 0155, 0156, 0157, 0164, and 0165.

**FIRST AMENDED AND RESTATED  
EASEMENT AGREEMENT  
FOR PRIVATE DRIVEWAY**

This FIRST AMENDED AND RESTATED EASEMENT AGREEMENT FOR PRIVATE DRIVEWAY (“Agreement”) is made this 12th day of January, 2022, by and between SMHG Phase I LLC, a Delaware limited liability company (“SMHG Phase I”) together with Mark Tercek, Trustee of the MRT 2013 Revocable Trust, u/a/d 12/19/2013 (“Lot 6R Owner”) together with Gregory V. Mauro (“Lot 5R Owner”), collectively (“Grantors”), and Summit Mountain Holding Group, L.L.C., a Utah limited liability company (“Master Developer”) together with Powder Mountain Owners Association, Inc. (“Master Association”), collectively (“Grantees”).

**RECITALS**

A. Grantors are the owners of certain real property (“Burdened Lots”) located in Weber County, Utah, within the master planned community known as Powder Mountain (the “Community”). The Burdened Lots are more particularly described in Exhibit “A” attached and incorporated into this Agreement.

B. The Burdened Lots are subject to that certain Master Declaration of Covenants, Conditions, Easement and Restrictions for Powder Mountain, recorded in the Official Records of Weber County on January 27, 2014 as Entry No. 2672941, as amended (“Master Declaration”). Master Developer is the declarant and master developer under the Master Declaration.

C. Master Developer has planned a private driveway (the “Driveway”) to be constructed over the Burdened Lots to provide access and utilities to the Burdened Lots as well as to future planned lots that have not yet been platted (the “Benefitted Lots”). The Benefitted Lots are more particularly described in Exhibit “B” attached and incorporated into this Agreement.

D. Grantors desire to amend and restate that certain Easement Agreement for Private Driveway recorded as Entry No. 3127830 on February 19, 2021 in the Official Records of Weber County to amend and to grant an easement over the Burdened Lots for the purpose of constructing, maintaining, and using the Driveway as further described in this Agreement.

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

## AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantees a perpetual, non-exclusive easement (i) 50 feet in width (the “Driveway Easement”) on, over, and across the Burdened Lots for vehicular and pedestrian ingress and egress, skier/pedestrian underpasses, utilities, grading, storm drainage, retaining walls and other improvements as may be reasonably necessary to access and serve the Benefitted Lots; and (ii) up to an additional 25 feet in width (the “Supplemental Easement”) on either side of the Driveway Easement for skier/pedestrian underpasses, grading, storm drainage, drainage and other improvements that may not be able to fit within the Driveway Easement, over, and across the Burdened Lots. The Supplemental Easement shall not extend more than 50 feet from the centerline of the Driveway Easement. Together, the Driveway Easement and the Supplemental Easement shall be known as the “Easement”). The Easement Boundaries are more particularly described in Section 2 below. Grantors grant to Grantees a non-exclusive easement on, over, and across the Burdened Lots as reasonably necessary to construct, use, operate, and maintain the Driveway and related facilities, structures, and improvements (the “Improvements”). The following parties (the “Benefitted Parties”) may use and access the Easement in accordance with and subject to the terms of the Master Declaration: (a) SMHG Phase I and its transferees, successors and assigns; (b) the Master Association and its employees, contractors, subcontractors, agents, licensees, and invitees; and (c) all purchasers of one or more of the Benefitted Lots and their tenants, guests, employees, agents, licensees, invitees, successors, and assigns.

2. Easement Boundaries. The actual boundaries of the Easement shall be as described in Exhibit “C” and depicted on Exhibit “D” attached and incorporated into this Agreement. Once all improvements have been constructed within the Easement, the grantor shall conform the Supplemental Easement width and area to conform the area needed to maintain and repair the Improvements on an ongoing basis, and then process an amendment to the Easement to reflect the final configuration and extent of the Easement Boundaries.

3. Construction and Maintenance. Master Developer shall have the sole authority and responsibility for the initial construction of the Driveway and Improvements. Construction of the Driveway or Improvements shall not require the consent of Grantors or subsequent owners of the Burdened Lots, or their successors, assigns, or lenders. Upon completion of the Driveway and Improvements, Grantees shall have the sole authority and responsibility to maintain, repair, and replace the Driveway and Improvements. Maintenance, repair, replacement or operation of the Driveway or Improvements shall not require the consent of subsequent owners of the Burdened Lots, or their successors, assigns, or lenders.

4. Easement for Construction. Grantor hereby grants Master Developer a non-exclusive easement on, over, under and across the portion of the Easement located within their properties, for the purpose of constructing the Driveway and Improvements, including the right to remove any obstructions including structures, trees, and vegetation that may have been placed within the Easement Boundaries.

5. Expenses for Improvements. The cost of initial construction of the Driveway and Improvements shall be at Master Developer’s expense, but Grantees shall charge all expenses for future maintenance, repair, replacement, and upkeep to the owners of the Benefitted Lots as an Assessment, and shall be secured by the Assessment Lien as described in the Master Declaration.

Expenses for maintenance, repair, replacement, and upkeep of the Driveway and Improvements shall be allocated among the owners of the Benefitted Lots in accordance with the Master Declaration.

6. Easement for Utilities. Grantors hereby grant to all utility providers an easement on, over, under and across the Easement Boundaries, for the purpose of installing, maintaining and operating equipment and facilities above and below ground as may be necessary or desirable in providing utility services within and without the Burdened Lots and Benefitted Lots, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees, and vegetation that may have been placed within the Easement Boundaries.

7. Covenants to Run with the Land. The Easement, rights and interests granted in this Agreement shall constitute covenants running with the land, and shall burden the Burdened Lots as the servient estate to the extent the Easement, Driveway and Improvements cross over such Burdened Lots, and benefit the Benefitted Lots as the dominant estate to the extent access to and from such Benefitted Lots is by way of the Easement and Driveway, and shall be binding upon Grantors, Grantees, their successors and assigns, and any person acquiring, leasing or otherwise owning an interest in one or more of the Burdened Lots.

8. Enforcement. In the event any party fails to cure any violation of the terms of this Agreement within ten (10) days after written notice from another party, the non-defaulting party shall have the right to injunctive relief, to require specific performance of this Agreement, to collect damages from the defaulting party, and to take such actions as may be necessary in the non-defaulting party's discretion to cure such violation and charge the defaulting party with all reasonable costs and expenses incurred by the non-defaulting party as a result of such violation (including, without limitation, the non-defaulting party's reasonable attorneys' fees and related costs). All rights and remedies provided under this Agreement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

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

10. General Provisions.

10.1 Recitals Incorporated. The Recitals set forth above are true and correct and are incorporated in this Agreement by this reference.

10.2 Construction. This instrument shall be construed in accordance with the laws of the State of Utah without giving effect to its conflict of laws principles.

10.3 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.

10.4 Counsel. Grantors and Grantees have been represented by their own counsel or provided the opportunity to retain their own counsel in connection with the negotiation and preparation of this Agreement and, consequently, Grantors and Grantees each 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.

10.5 Force Majeure. Any party or other person obligated under this Agreement shall be excused from performing any obligation set forth in this Agreement, except the payment of money, so long as (but only so long as) the performance of such obligation is prevented or delayed by an act of God, weather, avalanche, fire, earthquake, flood, explosion, act of the elements, war, invasion, insurrection, riot, malicious mischief, vandalism, larceny, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, order of government or civil defense authorities or any other cause reasonably beyond the control of the party or other person prevented or delayed.

10.6 Not a Partnership. The parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers in the conduct of their respective business or otherwise.

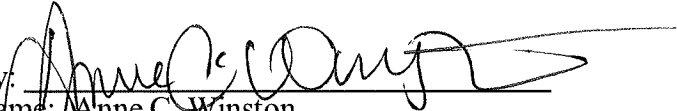
10.7 No Merger. There shall be no merger of the easements, rights or estates created by this Agreement with the fee estates or leasehold estates of the Lots or Open Space or any parts thereof by reason of the fact that the same person, firm, corporation, partnership or other entity may acquire or hold, directly or indirectly, any of the easements, rights or estates created herein and the fee or leasehold estates of the Lots, Open Space or any parts thereof or any interest in such fee or leasehold estates unless and until all persons, firms, corporations, partnerships or other entities having an interest in any of the easements, rights or estates created herein and the fee and leasehold estates in the Lots, Open Space or any part thereof or any interest in such fee or leasehold estates shall join in a written instrument effecting such merger.

10.8 Final Agreement; Amendment; Counterparts. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and supersedes all prior agreements, written and oral. This Agreement may be amended only by an instrument recorded in the Official Records that is executed by Grantees and Grantors or their successors and assigns. This Agreement may be executed in any number of duplicate originals or counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

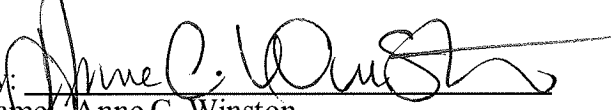
10.9 Assignment. Master Association may freely assign its rights and obligations under this Agreement to any neighborhood association or other association formed for the management and operation of common interest communities without the consent of any party. Master Developer may freely assign its rights and obligations under this Agreement to an affiliate or to any transferee of its all or a portion of its interests in the Community.

**IN WITNESS WHEREOF**, the parties have executed this Easement Agreement for Private Driveway as of the date first indicated above.

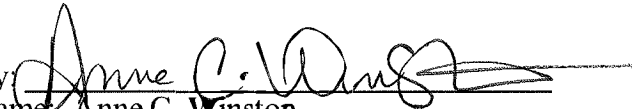
SMHG Phase I, LLC, a Delaware limited liability company  
By: SMHG Investments LLC, a Delaware limited liability company  
Its: Sole Member

By:   
Name: Anne C. Winston  
Its: Authorized Signatory

Summit Mountain Holding Group, L.L.C., a Utah limited liability company  
By: SMHG Revolution LLC, a Delaware limited liability company  
Its: Sole Member

By:   
Name: Anne C. Winston  
Its: Authorized Signatory

Powder Mountain Owners Association, Inc., a Utah non-profit corporation

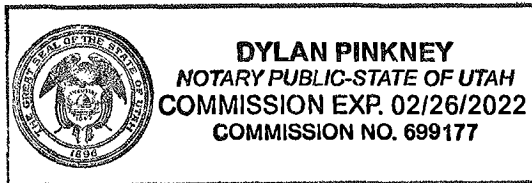
By:   
Name: Anne C. Winston  
Its: Secretary

MRT 2013 Revocable Trust

By: See Counterpart  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

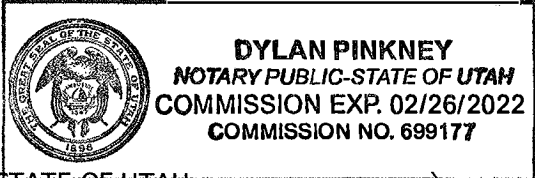
Gregory V Mauro

By: See Counterpart  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



STATE OF UTAH )  
 ) ss.  
COUNTY OF Summit )

On this 21<sup>st</sup> day of December, 2021, personally appeared before me **Anne C. Winston, as the Authorized Signatory of SMHG Investments LLC, the sole member of SMHG Phase I LLC**, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and duly acknowledged that he/she/they executed this instrument in his/her authorized capacity on behalf of said company, intending to be legally bound. Witness my hand and official seal.



[Signature]  
NOTARY PUBLIC

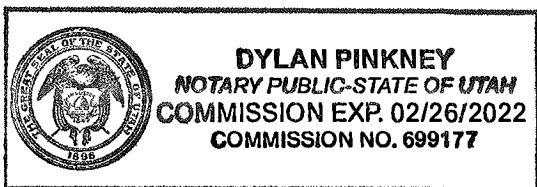
STATE OF UTAH )  
 ) ss.  
COUNTY OF Summit )

On this 21<sup>st</sup> day of December, 2021, personally appeared before me **Anne C. Winston, as the Authorized Signatory of Summit Revolution, LLC, the sole member of Summit Mountain Holding Group, L.L.C.**, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and duly acknowledged that he/she/they executed this instrument in his/her authorized capacity on behalf of said company, intending to be legally bound. Witness my hand and official seal.

[Signature]  
NOTARY PUBLIC

STATE OF UTAH )  
 ) ss.  
COUNTY OF Summit )

On this 21<sup>st</sup> day of December, 2021, personally appeared before me **Anne C. Winston, as the Secretary of Powder Mountain Owners Association, Inc.**, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and duly acknowledged that he/she/they executed this instrument in his/her authorized capacity on behalf of said company, intending to be legally bound. Witness my hand and official seal.



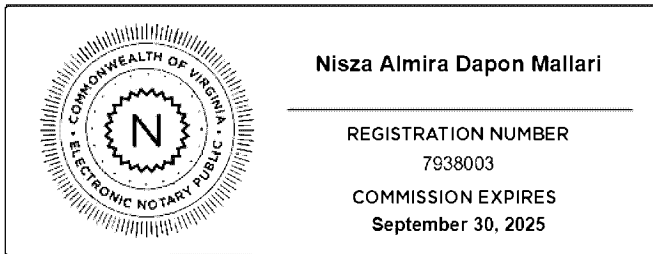
[Signature]  
NOTARY PUBLIC

The MRT 2013 Revocable Trust, u/a/d December 19, 2013

By: Mark Tercek 01/12/2022  
Name: Mark Tercek, Trustee District of Columbia

STATE OF Virginia )  
 ) ss.  
COUNTY OF Virginia beach )

On this 12<sup>th</sup> day of January, 2022, personally appeared before me, **Mark Tercek, as Trustee of the MRT 2013 Revocable Trust, u/a/d December 19, 2013**, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and duly acknowledged that he executed this instrument in his authorized capacity on behalf of said trust entity, intending to be legally bound. Witness my hand and official seal.



Nisza Almira Dapon Mallari  
NOTARY PUBLIC #7938003

Notarized online using audio-video communication

IN WITNESS WHEREOF, the parties have executed this Easement Agreement for Private Driveway as of the date first indicated above.

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

By: See Counterpart  
Name: Anne C. Winston  
Its: Authorized Signatory

Summit Mountain Holding Group, L.L.C., a Utah limited liability company  
By: SMHG Revolution LLC, a Delaware limited liability company  
Its: Sole Member

By: See Counterpart  
Name: Anne C. Winston  
Its: Authorized Signatory


Powder Mountain Owners Association, Inc., a Utah non-profit corporation

By: See Counterpart  
Name: Anne C. Winston  
Its: Secretary

MRT 2013 Revocable Trust

By: See Counterpart  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

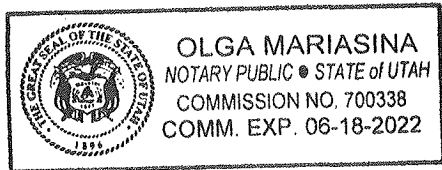
Gregory V Mauro

By:   
Name: Greg Mauro Gregory V Mauro  
Its: Authorized Signatory



STATE OF Utah )  
 ) ss.  
COUNTY OF Weber )

On this 22 day of November, 2021, personally appeared before me **Gregory V Mauro**, **an individual**, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and duly acknowledged that he/she/they executed this instrument in his/her authorized capacity, intending to be legally bound. Witness my hand and official seal.



Olga Mariasina  
NOTARY PUBLIC

**EXHIBIT "A"**

**Description of Burdened Lots**

Gregory V. Mauro Property:

Lot 5R according to the Summit Eden Phase 1A subdivision plat recorded in the Official Records of Weber County, Utah on January 27, 2014 as Entry No. 2672943. (Tax ID No. 23-128-0001)

MRT 2013 Revocable Trust, Mark Tercek, Trustee, Property:

Lot 6R according to the Summit Eden Phase 1A subdivision plat recorded in the Official Records of Weber County, Utah on January 27, 2014, as Entry No. 2672943. (Tax ID Nos. 23-128-0027, and 23-128-0002)

SMHG Phase I LLC Property:

Lot 119 according to the Summit Eden Phase 1A Amendment 3 subdivision plat recorded in the Official Records of Weber County, Utah on September 1, 2016 as Entry No. 2812751. (Tax ID No. 23-143-0001)

Parcel B according to Record of Survey #5746 on file with the Weber County Surveyors Office, recorded on June 1, 2017. (Tax ID No. 23-012-0152 and 23-012-0165)

Parcel C according to Record of Survey #5746 on file with the Weber County Surveyors Office, recorded on June 1, 2017. (Tax ID No. 23-012-0154)

Parcel D according to Record of Survey #5746 on file with the Weber County Surveyors Office, recorded on June 1, 2017. (Tax ID No. 23-012-0155)

Parcel E according to Record of Survey #5746 on file with the Weber County Surveyors Office, recorded on June 1, 2017. (Tax ID No. 23-012-0156)

Parcel F according to Record of Survey #5746 on file with the Weber County Surveyors Office, recorded on June 1, 2017. (Tax ID No. 23-012-0157)

Parcel G according to Record of Survey #5746 on file with the Weber County Surveyors Office, recorded on June 1, 2017. (Tax ID No. 23-012-0164)

Lot 1R according to the Horizon Run Ranches at Powder Mountain Phase 1 subdivision plat recorded in the Official Records of Weber County, Utah on March 2, 2021 as Entry No. 3130941. (Tax ID No. 23-163-0001)

Lot 2R according to the Horizon Run Ranches at Powder Mountain Phase 1 subdivision plat recorded in the Official Records of Weber County, Utah on March 2, 2021 as Entry No. 3130941. (Tax ID No. 23-163-0002)

**EXHIBIT “B”**

**Description of Benefitted Lots**

Parcel B according to Record of Survey #5746 on file with the Weber County Surveyors Office, recorded on June 1, 2017. (Tax ID No. 23-012-0152 and 23-012-0165)

Parcel D according to Record of Survey #5746 on file with the Weber County Surveyors Office, recorded on June 1, 2017. (Tax ID No. 23-012-0155)

Parcel E according to Record of Survey #5746 on file with the Weber County Surveyors Office, recorded on June 1, 2017. (Tax ID No. 23-012-0156)

Parcel F according to Record of Survey #5746 on file with the Weber County Surveyors Office, recorded on June 1, 2017. (Tax ID No. 23-012-0157)

Parcel G according to Record of Survey #5746 on file with the Weber County Surveyors Office, recorded on June 1, 2017. (Tax ID No. 23-012-0164)

Lot 1R according to the Horizon Run Ranches at Powder Mountain Phase 1 subdivision plat recorded in the Official Records of Weber County, Utah on March 2, 2021 as Entry No. 3130941. (Tax ID No. 23-163-0001)

Lot 2R according to the Horizon Run Ranches at Powder Mountain Phase 1 subdivision plat recorded in the Official Records of Weber County, Utah on March 2, 2021 as Entry No. 3130941. (Tax ID No. 23-163-0002)

**EXHIBIT "C"****Description of Driveway****EASEMENT AREA "A"**

A PERPETUAL, NON-EXCLUSIVE EASEMENT (I) 50 FEET IN WIDTH FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, SKIER/PEDESTRIAN UNDERPASSES, UTILITIES, GRADING, STORM DRAINAGE, RETAINING WALLS AND OTHER IMPROVEMENTS ("THE DRIVEWAY EASEMENT"); AND (II) UP TO AN ADDITIONAL 25 FEET IN WIDTH ON EITHER SIDE OF THE CENTERLINE FOR SKIER/PEDESTRIAN UNDERPASSES, GRADING, STORM DRAINAGE, DRAINAGE AND OTHER IMPROVEMENTS THAT MAY NOT FIT WITHIN THE DRIVEWAY EASEMENT WITH THE CENTERLINE DESCRIBED AS:

BEGINNING AT A POINT THAT IS ON THE SOUTHERLY LINE OF HORIZON RUN ROAD, SAID POINT LIES EAST 2686.54 FEET AND SOUTH 4827.80 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS IS NORTH 89°55'51" WEST 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, THENCE RUNNING SOUTH 15°41'20" WEST 5.85 FEET; THENCE SOUTHWESTERLY ALONG A 85.00 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS SOUTH 45°02'26" WEST A DISTANCE OF 83.33 FEET), THROUGH A CENTRAL ANGLE OF 58°42'12", A DISTANCE OF 87.09 FEET; THENCE SOUTH 74°23'32" WEST 259.98 FEET; THENCE NORTHWESTERLY ALONG A 250.00 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS NORTH 85°39'33" WEST A DISTANCE OF 170.59 FEET), THROUGH A CENTRAL ANGLE OF 39°53'49", A DISTANCE OF 174.08 FEET; THENCE NORTH 65°42'39" WEST 131.68 FEET; THENCE NORTHWESTERLY ALONG A 250.00 FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARS NORTH 68°15'46" WEST A DISTANCE OF 22.26 FEET), THROUGH A CENTRAL ANGLE OF 05°06'14", A DISTANCE OF 22.27 FEET; THENCE NORTH 70°48'53" WEST 94.65 FEET; THENCE NORTHWESTERLY ALONG A 425.00 FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARS NORTH 78°59'39" WEST A DISTANCE OF 120.93 FEET), THROUGH A CENTRAL ANGLE OF 16°21'32", A DISTANCE OF 121.34 FEET TO THE EASTERN LINE OF LOT 5R, SUMMIT EDEN PHASE 1A, AND THE POINT OF TERMINUS.

LESS AND EXCEPTING ANY PORTION THAT LIES WITHIN LOT 117R ACCORDING TO SUMMIT EDEN PHASE 1A AMENDMENT 2 SUBDIVISION PLAT RECORDED IN THE OFFICIAL RECORDS OF WEBER COUNTY, UTAH ON DECEMBER 16, 2015 AS ENTRY NO. 2769849. (WEBER COUNTY PARCEL NO. 23-135-0001)

**EASEMENT AREA "B"**

A PERPETUAL, NON-EXCLUSIVE EASEMENT (I) 50 FEET IN WIDTH FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, SKIER/PEDESTRIAN UNDERPASSES, UTILITIES, GRADING, STORM DRAINAGE, RETAINING WALLS AND OTHER IMPROVEMENTS ("THE DRIVEWAY EASEMENT"); AND (II) UP TO AN ADDITIONAL 25 FEET IN WIDTH ON EITHER SIDE OF THE CENTERLINE FOR SKIER/PEDESTRIAN UNDERPASSES, GRADING, STORM DRAINAGE, DRAINAGE AND OTHER IMPROVEMENTS THAT MAY NOT FIT WITHIN THE DRIVEWAY EASEMENT WITH THE CENTERLINE DESCRIBED AS:

BEGINNING AT A POINT LIES EAST 2168.29 FEET AND SOUTH 4932.56 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS IS NORTH 89°55'51" WEST 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, THENCE RUNNING SOUTH 14°17'21" WEST 43.21 FEET; THENCE SOUTHEASTERLY ALONG A 38.00 FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARS SOUTH 19°07'09" EAST A DISTANCE OF 41.85 FEET), THROUGH A CENTRAL ANGLE OF 66°49'01", A DISTANCE OF 44.31 FEET TO THE WESTERN LINE OF LOT 1R HORIZON RUN RANCHES AT POWDER MOUNTAIN PHASE 1 AND THE POINT OF TERMINUS

**EASEMENT AREA "C"**

A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, SKIER/PEDESTRIAN UNDERPASSES, UTILITIES, GRADING, STORM DRAINAGE, RETAINING WALLS AND OTHER IMPROVEMENTS DESCRIBED AS:

BEGINNING AT A POINT ON THE WESTERN CORNER OF LOT 1R HORIZON RUN RANCHES AT POWDER MOUNTAIN PHASE 1, SAID POINT BEING EAST 2485.18 FEET AND SOUTH 4957.60 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS IS NORTH 89°55'51" WEST 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, THENCE RUNNING ALONG SAID WESTERN LINE SOUTH 31°34'54" WEST 69.73 FEET TO THE WESTERN CORNER OF SAID LOT; THENCE ALONG SAID LOT LINE NORTH 67°30'09" WEST 76.86 FEET; THENCE NORTHEASTERLY ALONG A 275.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (CHORD BEARS NORTH 74°53'49" EAST 4.84 FEET), THROUGH A CENTRAL ANGLE OF 1°00'34", A DISTANCE OF 4.85 FEET; THENCE NORTH 74°23'32" EAST 106.80 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,644.10 SQ.FT. 0.061 ACRES (AREA "C" ONLY)

**EXHIBIT "D"**

**Visual Depiction of Driveway**

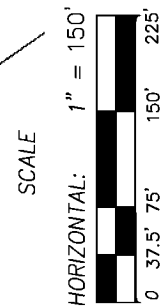
FOUND WEBER COUNTY LINE MONUMENT PER WEBER COUNTY SURVEYOR, MAY 2013, GOOD CONDITION  
 FOUND 1444 GLO BRASS CAP, FOUND 1444 GLO BRASS CAP, GOOD CONDITION  
 NORTHEAST CORNER SECTION 1 TOWNSHIP 7 NORTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN

SMHG PHASE I PARCEL 29-012-0165  
 GREGORY MAURO LOT 5R SUMMIT EDEN PHASE 1A  
 MTR 2013 REVOCABLE TRUST LOT 6R SUMMIT EDEN PHASE 1A  
 LOT 11R SUMMIT EDEN PHASE 1A AMENDMENT 3  
 LOT 12R SUMMIT EDEN PHASE 1A AMENDMENT 2

SMHG PHASE I PARCEL 29-012-0165  
 LOT 1R HORIZON RUN RANCHES AT POWDER MOUNTAIN PHASE I  
 LOT 2R HORIZON RUN RANCHES AT POWDER MOUNTAIN PHASE I

SMHG PHASE I PARCEL 29-012-0165  
 LOT 1R HORIZON RUN RANCHES AT POWDER MOUNTAIN PHASE I  
 LOT 2R HORIZON RUN RANCHES AT POWDER MOUNTAIN PHASE I

SMHG PHASE I PARCEL 29-012-0165  
 LOT 1R HORIZON RUN RANCHES AT POWDER MOUNTAIN PHASE I  
 LOT 2R HORIZON RUN RANCHES AT POWDER MOUNTAIN PHASE I



<p><b>TALISMAN</b> CIVIL CONSULTANTS</p> <p>1688 SOUTH MAIN STREET, SUITE 200 BLC, UT 84115 801.743.3900 TEL. 801.743.0390 FAX</p>	<p>DATE: 3/5/21 TIME: 8:03:08 AM</p> <p>NETWORK: NONE</p> <p>PROJECT: P242001-10-07 PHASE 1E ROAD CL EASEMENT</p> <p>DWG: DWG001-10-07 PHASE 1E ROAD CL EASEMENT.DWG</p> <p>LAYOUT: Layout1</p> <p>DESIGNER: ### MGR: ###</p>	<p>DATE SUBMITTED: 2020-10-07</p> <p>PREPARED FOR: SMHG PHASE I</p>	<p>SHEET NUMBER</p> <p><b>1</b></p> <p>OF 1 SHEETS</p> <p>JOB NUMBER</p> <p><b>SLB0793</b></p>
	<p><b>EXHIBIT "D"</b></p> <p>VISUAL DEPICTION EASEMENT</p>		

