



W2672965

WHEN RECORDED, RETURN TO:

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

E# 2672965 PG 1 OF 6
ERNEST D ROWLEY, WEBER COUNTY RECORDER
27-JAN-14 1106 AM FEE \$20.00 DEP TOT
REC FOR: SUMMIT MOUNTAIN HOLDING

**EASEMENT AGREEMENT
FOR ACCESS TO FACILITIES**

This EASEMENT AGREEMENT ("Agreement") is made this 17th day of Jan 2014, by and between Summit Mountain Holding Group, L.L.C., a Utah limited liability company ("Grantor"), and Powder Mountain Water and Sewer Improvement District, a political subdivision of Weber County, 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 provides water and sewer service and has committed to provide such services for a new project being developed adjacent to Grantor's Property. To provide such water and sewer service, including accessing certain water and sewer facilities, Grantee desires an easement over an access road ("Access Road") located on Grantor's Property.

C. On the terms provided for in this Agreement, Grantor has agreed to provide Grantee with an easement over, across and through Grantor's Property.

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

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee and the Benefited Parties (defined below) a perpetual non-exclusive easement (the "Easement") over, across, and through Grantor's Property for pedestrian and vehicular ingress, egress and access over the Access Road, as it may exist from time to time within Grantor's Property. The Easement shall be an easement in gross for the benefit of Grantee and shall be covenants running with the land or equitable servitudes, as the case may be.

2. Location of Access Road. The exact location of the Access Road may be modified, changed, and/or relocated by Grantor from time to time, without Grantee's consent and without an amendment to this Agreement. Grantee's use of the Easement shall be limited to the then current as-constructed location of the Access Road.

3. Improvements and Maintenance. Prior to installing any improvements on Grantor's Property or within the Access Road, Grantee shall obtain Grantor's written approval, which approval may be denied in Grantor's sole discretion. Grantee shall have the sole authority and responsibility to maintain any improvements placed by Grantee within Grantor's Property in good condition and repair at its sole expense.

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

5. Notices. All notices made pursuant to this Agreement shall be in writing and shall be given by personal delivery to a responsible person, by electronic transmission, by deposit in the United States mail (certified mail, return receipt requested, postage prepaid), or by express delivery service, freight prepaid. Notices shall be delivered or addressed to Grantor and Grantee at the following addresses, or at such other address as a party may designate in writing:

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

Grantee: Powder Mountain Water & Sewer Improvement District
PO Box 270
Eden, Utah 84310
Attention: _____

The date notice is deemed to have been given, received and become effective shall be the date on which the notice is delivered, if notice is given by personal delivery or electronic transmission, or the date of actual receipt if the notice is sent through the United States mail or by express delivery service.

6. Covenants to Run with the Land. The Easement, rights and interests granted herein shall constitute covenants running with the land, and shall burden Grantor's Property as the servient estate, and 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 Benefitted Parties.

7. Enforcement. In the event either party fails to cure any violation of the terms of this Agreement within ten (10) days after written notice from the other, the non-defaulting party shall have the right to injunctive relief, to require specific performance of this Agreement, to collect damages from the defaulting party, and to take such actions as may be necessary in the non-defaulting party's discretion to cure such violation and charge the defaulting party with all reasonable costs and expenses incurred by the non-defaulting party as a result of such violation (including, without limitation, the non-defaulting party's reasonable attorneys' fees and related costs). All rights and remedies provided under this Agreement are cumulative and may be

pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

8. General Provisions.

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

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

8.3 Amendment. The parties may amend this Agreement only by a written instrument executed by the parties and recorded in the Office of the Weber County Recorder.

8.4 Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

8.5 Counsel. Both Grantor and Grantee have been represented by their own counsel in connection with the negotiation and preparation of this Agreement and, consequently, both Grantor and Grantee waive the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Agreement, including any rule of law to the effect that any provision of this Agreement will be interpreted or construed against the party whose counsel drafted that provision.

8.6 Counterparts. This instrument may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

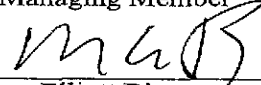
[Signatures on Following Pages]

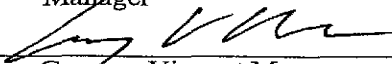
IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement for Water and Sewer Service as of the date first indicated above.

GRANTOR:

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

By: Summit Revolution LLC
Its: Managing Member

By: 
Name: Elliott Bisnow
Its: Manager

By: 
Name: Gregory Vincent Mauro
Its: Manager

GRANTEE:

POWDER MOUNTAIN WATER AND SEWER
IMPROVEMENT DISTRICT

By: _____
Name: _____
Its: _____

STATE OF _____)
: ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, the _____ of Powder Mountain Water and Sewer Improvement District.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

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



The foregoing instrument was acknowledged before me this 17th day of Jan, 2014, by Elliott Bisnow, Manager of Summit Revolution LLC, the Managing Member of Summit Mountain Holding Group, L.L.C.

Emily A. Bagley
NOTARY PUBLIC
Residing at: Towele County

My Commission Expires:
11-20-2014

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



The foregoing instrument was acknowledged before me this 17th day of Jan, 2014, by Gregory Vincent Mauro, Manager of Summit Revolution LLC, the Managing Member of Summit Mountain Holding Group, L.L.C.

Emily A. Bagley
NOTARY PUBLIC
Residing at: Towele County

My Commission Expires:
11-20-2014

EXHIBIT "A"

Grantor's Property

Parcel # 23-012-0054 ✓ *HP*

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LYING SOUTHWESTERLY OF THE WEBER-CACHE COUNTY LINE (40-21). THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN, U.S. SURVEY. EXCEPT THAT PART DEEDED IN BOOK 1405-215. ALSO EXCEPT THAT PART DEEDED TO WEBER STATE COLLEGE (1592-1024). SUBJECT TO 50 FOOT RIGHT OF WAY 25 FEET EACH SIDE OF THE FOLLOWING CENTER LINE: BEGINNING AT A POINT OF THE NORTHERLY LINE OF THE ABOVE DESCRIBED PRIVATE ROAD, SAID POINT BEING NORTH 0°57'08" EAST ALONG THE SECTION LINE 1216.92 FEET AND WEST 2186.87 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE NORTH 87°33'51" EAST 254.12 FEET TO A POINT ON THE ARC OF A 900.00 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH 2°26'09" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°00' A DISTANCE OF 267.04 FEET; THENCE NORTH 70°33'51" EAST 185.00 FEET TO A POINT ON THE ARC OF A 700.00 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH 19°26'09" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°34'46" A DISTANCE OF 263.64 FEET; THENCE NORTH 21°51'21" EAST 317.07 FEET.

Parcel # 16-001-0009

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

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