

# SUMMIT POWDER MOUNTAIN PHASE IG

THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN  
WEBER COUNTY, UTAH  
SEPTEMBER 2015

## SURVEYOR'S CERTIFICATE

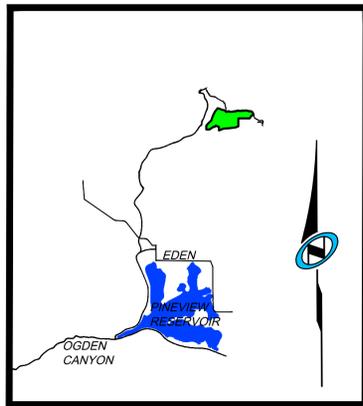
I, RICHARD W. MILLER, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS REPRESENTED IN THIS PLAT, AND THAT THIS PLAT SUMMIT EDEN PHASE IG, IN WEBER COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREON DESCRIBED LANDS INCLUDING SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE WEBER COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND. I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF WEBER COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

RICHARD W. MILLER  
PROFESSIONAL LAND SURVEYOR  
UTAH CERTIFICATE NO. 155641

## BOUNDARY DESCRIPTION:

BEGINNING AT A POINT WEST 4,711.00 FEET AND SOUTH 1,742.66 FEET FROM THE EAST QUARTER CORNER OF SECTION 6, T.7N., R.2E., S.L.B. & M. (BASIS-OF-BEARING BEING N 89°55'51"W ALONG THE LINE BETWEEN THE NORTHEAST CORNER OF SECTION 1, T.7N., R.1E., S.L.B. & M. AND THE SET WEBER COUNTY MONUMENT ON THE INTERSECTION OF THE WEBER/CACHE COUNTY LINE AND THE SECTION LINE) AND RUNNING THENCE S 37°49'34"E 649.04 FEET; THENCE S 65°07'02"E 1,649.24 FEET; THENCE S 63°15'02"E 159.82 FEET; THENCE S 64°20'50"W 1,574.05 FEET; THENCE N 55°30'16"W 1,409.96 FEET; THENCE N 23°11'03"E 614.71 FEET; THENCE N 26°21'06"E 669.3 FEET TO THE POINT OF BEGINNING.

CONTAINS: 51.293 ACRES.



VICINITY MAP

N.T.S.

## PLAT NOTES:

- THIS PLAT IS SUBJECT TO THAT CERTAIN NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR HORIZON RUN RANGES AT POWDER MOUNTAIN, AS AMENDED ("NEIGHBORHOOD DECLARATION") EXECUTED BY SMHG PHASE I, LLC ("DECLARANT") AS WELL AS THAT CERTAIN MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SUMMIT EDEN, AS AMENDED ("MASTER DECLARATION") EXECUTED BY SUMMIT MOUNTAIN HOLDING GROUP, L.L.C. ("MASTER DEVELOPER") THAT HAVE BEEN RECORDED IN THE OFFICE OF THE WEBER COUNTY RECORDER WHICH SET FORTH THE RESTRICTIONS AND GENERAL PLAN OF IMPROVEMENT FOR THE PROPERTY DESCRIBED IN THIS PLAT. CERTAIN TERMS NOT OTHERWISE DEFINED IN THIS PLAT SHALL HAVE THE MEANINGS SET FORTH IN THE NEIGHBORHOOD DECLARATION OR MASTER DECLARATION.
- PURSUANT TO THE NEIGHBORHOOD DECLARATION, THE HORIZON RUN RANGES AT POWDER MOUNTAIN ASSOCIATION, INC., A UTAH NONPROFIT CORPORATION ("NEIGHBORHOOD ASSOCIATION") IS RESPONSIBLE FOR MAINTAINING ALL COMMON AREA, IF ANY, AND SHALL HAVE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER ALL LOTS AND PARCELS FOR SUCH MAINTENANCE PURPOSES AS FURTHER DESCRIBED IN THE NEIGHBORHOOD DECLARATION. SUCH RESPONSIBILITY AND EASEMENT MAY BE DELEGATED AND ASSIGNED TO THE POWDER MOUNTAIN OWNERS ASSOCIATION, INC., A UTAH NONPROFIT CORPORATION ("COMMUNITY ASSOCIATION").
- THE PROPERTY AS DEPICTED ON THIS PLAT IS SUBJECT TO THE RIGHTS OF DECLARANT AS DESCRIBED IN THE NEIGHBORHOOD DECLARATION, AND THE RIGHTS OF MASTER DEVELOPER AS DESCRIBED IN THE MASTER DECLARATION, AND DECLARANT AND MASTER DEVELOPER SHALL HAVE THE RIGHT TO EXERCISE ANY APPLICABLE RIGHTS PROVIDED FOR IN SAID DECLARATIONS, INCLUDING, WITHOUT LIMITATION, RESERVATION AND GRANTING OF CERTAIN EASEMENTS, REDUCING OR RELOCATING IMPROVEMENTS WITHIN THE COMMUNITY, ADDING ADDITIONAL FACILITIES AND MAKING SUCH OTHER DEVELOPMENT DECISIONS AND CHANGES AS DECLARANT OR MASTER DEVELOPER SHALL DETERMINE IN EACH OF THEIR SOLE AND EXCLUSIVE DISCRETION.
- THE LOTS ARE SERVED BY PRIVATE WATER AND WASTEWATER LATERAL LINES. EACH OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPLACEMENT OF ALL WATER AND SANITARY SEWER LATERALS SERVING THE RESIDENCE ON SUCH OWNER'S LOT IN ACCORDANCE WITH THE REQUIREMENTS OF THE POWDER MOUNTAIN WATER AND SEWER IMPROVEMENT DISTRICT.
- ALL UTILITIES WITHIN THE PROJECT SHALL BE UNDERGROUND. NOTWITHSTANDING DECLARANT'S GRANT OF BLANKET UTILITY EASEMENTS, DECLARANT RESERVES THE RIGHT TO RECORD ONE OR MORE INSTRUMENTS WHICH NARROW AND LIMIT SUCH GRANT OF UTILITY EASEMENT TO THE ACTUAL WIDTH OF WAY UTILITY IN THOSE SPECIFIC AREAS WHICH ACTUALLY CONTAIN THE UTILITY FACILITIES AS DESCRIBED IN SUCH INSTRUMENT AND FOR THE PURPOSES DESCRIBED THEREIN. SUCH RESERVED RIGHT IS SUBJECT TO THE UTILITY COMPANIES' RIGHTS THEN LOCATED UNDER THE REAL PROPERTY DEPICTED ON THIS PLAT.
- DECLARANT HEREBY GRANTS TO ALL UTILITY PROVIDERS AN EASEMENT OVER AND ACROSS ALL AREAS SHOWN HEREON AS PUBLIC UTILITY EASEMENTS 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 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 EASEMENTS. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PUBLIC UTILITY EASEMENTS WHICH INTERFERES WITH THE USE OF THE EASEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE APPLICABLE UTILITY PROVIDERS.
- ALL COMMON WATER AND SEWER MAINS WITHIN THE COMMUNITY WILL BE OWNED AND MAINTAINED BY POWDER MOUNTAIN WATER AND SEWER IMPROVEMENT DISTRICT.
- AS FURTHER DESCRIBED IN THE MASTER DECLARATION, ALL LOTS, AND ALL RESIDENCES AND IMPROVEMENTS CONSTRUCTED THEREON, SHALL COMPLY WITH THE DESIGN GUIDE. NO CONSTRUCTION, INSTALLATION, OR OTHER WORK WHICH IN ANY WAY ALTERS THE APPEARANCE OF ANY PROPERTY OR LOT WITHIN THE PROJECT, OR ANY RESIDENCES OR IMPROVEMENTS LOCATED THEREON, SHALL BE MADE OR DONE WITHOUT COMPLIANCE WITH THE DESIGN GUIDE AS DESCRIBED IN THE MASTER DECLARATION.
- DECLARANT RESERVES FOR THE BENEFIT OF ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO UNILATERALLY AMEND THE PLAT, WITHOUT THE CONSENT OF THE AFFECTED OWNER, AT ANY TIME AND FROM TIME TO TIME IF SUCH AMENDMENT IS NECESSARY TO SATISFY THE REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY, TO CORRECT MISTAKES, REMOVE/CLARIFY AMBIGUITIES OR FOR ANY OTHER PURPOSE SO LONG AS SUCH AMENDMENT TO THE PLAT DOES NOT MATERIALLY ADVERSELY AFFECT TITLE TO ANY PROPERTY AND IS IN ACCORDANCE WITH WEBER COUNTY ORDINANCES AND UTAH LAW.
- DECLARANT HEREBY RESERVES FOR THE BENEFIT OF ITSELF, ITS SUCCESSORS AND ASSIGNS, A BLANKET EASEMENT ACROSS ALL LOTS AND PARCELS, EXCLUDING THE BUILDING ENVELOPES, FOR CONSTRUCTING AND MAINTAINING HIKING AND BIKING TRAILS ("TRAIL EASEMENT"). THE EXACT LOCATION OF THE TRAILS MAY BE DESIGNATED, ADDED TO, DELETED, OR MODIFIED BY DECLARANT WITHOUT AN AMENDMENT TO THIS PLAT AS MORE FULLY DESCRIBED IN THE NEIGHBORHOOD DECLARATION. DECLARANT HEREBY GRANTS TO THE NEIGHBORHOOD ASSOCIATION, COMMUNITY ASSOCIATION, AND THEIR MEMBERS AN EASEMENT FOR USE AND ENJOYMENT OF THE TRAIL EASEMENT, IN THE AS-CONSTRUCTED LOCATIONS, AS MAY BE MODIFIED OR RELOCATED FROM TIME TO TIME, IN ACCORDANCE WITH ANY RULES AND REGULATIONS ADOPTED BY DECLARANT.
- DECLARANT HEREBY RESERVES FOR THE BENEFIT OF ITSELF, ITS SUCCESSORS AND ASSIGNS, A BLANKET EASEMENT ACROSS ALL LOTS AND PARCELS, EXCLUDING THE BUILDING ENVELOPES, FOR CONSTRUCTING AND MAINTAINING SKI TRAILS AND OTHER SKI IMPROVEMENTS ("SKI EASEMENT"). DECLARANT MAY DESIGNATE, DEFINE, LOCATE, RELOCATE, AND MODIFY THE EXACT LOCATION OF THE SKI EASEMENT WITHOUT AN AMENDMENT TO THIS PLAT AS MORE FULLY DESCRIBED IN THE NEIGHBORHOOD DECLARATION. DECLARANT HEREBY GRANTS AN EASEMENT IN FAVOR OF THE NEIGHBORHOOD ASSOCIATION, COMMUNITY ASSOCIATION, AND THEIR MEMBERS FOR USE AND ENJOYMENT OF THE SKI EASEMENT IN THE AS-CONSTRUCTED LOCATIONS, AS MAY BE MODIFIED OR RELOCATED FROM TIME TO TIME, IN ACCORDANCE WITH ANY RULES AND REGULATIONS ADOPTED BY DECLARANT.

## PLAT NOTES (CONT.):

- DECLARANT HEREBY RESERVES FOR THE BENEFIT OF ITSELF, ITS SUCCESSORS AND ASSIGNS, A TEMPORARY BLANKET EASEMENT ACROSS ALL LOTS ADJACENT TO A PRIVATE ROAD ("SLOPE EASEMENT") AS MORE FULLY DESCRIBED IN THE NEIGHBORHOOD DECLARATION. SUCH SLOPE EASEMENT IS FOR THE BENEFIT OF DECLARANT, ITS EMPLOYEES, AND CONTRACTORS, FOR THE PURPOSE OF STABILIZING, CONSTRUCTING CUT SLOPES AND FILL SLOPES, AND PERFORMING OTHER CONSTRUCTION AND MAINTENANCE TO PREVENT EROSION ALONG THE PRIVATE ROADS. THE SLOPE EASEMENT ON EACH LOT SHALL AUTOMATICALLY TERMINATE AT SUCH TIME AS A CERTIFICATE OF OCCUPANCY IS ISSUED FOR A RESIDENTIAL BUILDING CONSTRUCTED ON SUCH LOT, AT WHICH TIME A SUBSTITUTE EASEMENT MAY BE REQUIRED FOR ONGOING MAINTENANCE AND REPAIR. LOTS ADJACENT TO SUMMIT PASS OR SPRING PARK MAY HAVE ADDITIONAL SLOPE EASEMENTS AS SHOWN ON THE ROAD DEDICATION PLAT FOR SUMMIT PASS AND SPRING PARK AS RECORDED AND ON FILE WITH THE OFFICE OF THE WEBER COUNTY RECORDER.
- DECLARANT GIVES NOTICE THAT THE LOTS SHOWN HEREON ARE IN A SKI RESORT AREA ("SKI RESORT") IN WHICH HEAVY SNOW FALLS, WIND PATTERNS, AND OTHER CONDITIONS HAVE THE POTENTIAL TO CAUSE AVALANCHES IN CERTAIN AREAS. NO STUDIES HAVE BEEN CONDUCTED TO DETERMINE WHETHER ANY OF THE LOTS OR BUILDING ENVELOPES SHOWN HEREON ARE WITHIN POTENTIAL AVALANCHE INFLUENCE AND AVALANCHE CONTROL ZONES. CERTAIN AREAS WITHIN THE SKI RESORT MAY BE SUBJECT TO AVALANCHE CONTROLS BY THE OPERATOR OF THE SKI RESORT AND SUCH CONTROL PROCEDURES MAY INVOLVE THE USE OF EXPLOSIVE CHARGES AND MAY TRIGGER AVALANCHES AS WELL AS OCCASIONAL ROAD, DRIVEWAY, AND SKI TRAIL CLOSURES. DECLARANT MAKES NO REPRESENTATION WITH RESPECT TO THE OPERATIONS OF THE SKI RESORT OR THE POTENTIAL RISKS OR HAZARDS ASSOCIATED WITH AVALANCHES OR AVALANCHE CONTROL. EACH OWNER OF A LOT SHOULD CONDUCT ITS OWN STUDIES PRIOR TO CONSTRUCTING ANY IMPROVEMENTS ON A LOT.
- DECLARANT HEREBY RESERVES AN EASEMENT FOR THE BENEFIT OF ITSELF, ITS SUCCESSORS AND ASSIGNS, AND RESERVES THE RIGHTS TO GRANT FURTHER EASEMENTS ON OVER AND ACROSS A THIRTY FOOT (30') WIDE EASEMENT CENTERED OVER THE AS-CONSTRUCTED LOCATION OF THE PRIVATE DRIVEWAY SHOWN HEREON ("PRIVATE DRIVEWAY EASEMENT") IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THE NEIGHBORHOOD DECLARATION AND MASTER DECLARATION. PURSUANT TO ITS RIGHTS UNDER SECTION 3.10 OF THE MASTER DECLARATION, MASTER DEVELOPER RESERVES THE RIGHT TO RECORD A SEPARATE EASEMENT AGREEMENT ("EASEMENT AGREEMENT") GRANTING USE RIGHTS AND ASSIGNING MAINTENANCE OBLIGATIONS FOR THE PRIVATE DRIVEWAY EASEMENT FOR BOTH PREVIOUSLY PLATTED LOTS AND LOTS TO BE CREATED IN THE FUTURE, AS MAY BE NECESSARY FOR ACCESS TO SUCH LOTS. USE OF THE PRIVATE DRIVEWAY EASEMENT, INCLUDING THE TYPES OF VEHICLES THAT MAY BE USED OR OPERATED THEREON, MAY BE LIMITED AS SET FORTH IN THE MASTER DECLARATION AND IN THE EASEMENT AGREEMENT. THE PRIVATE DRIVEWAY EASEMENT MAY BE RELOCATED BY MASTER DEVELOPER AS DESCRIBED IN THE MASTER DECLARATION AND IN ACCORDANCE WITH WEBER COUNTY ORDINANCES. THE PRIVATE DRIVEWAY EASEMENT IS NOT A PUBLIC ROAD OR RIGHT OF WAY. THIS PLAT SHALL NOT BE DEEMED TO GRANT ANY RIGHTS IN THE PUBLIC TO USE THE PRIVATE DRIVEWAY EASEMENT OR CREATE ANY OBLIGATIONS ON THE PART OF WEBER COUNTY TO MAINTAIN OR REPAIR THE PRIVATE DRIVEWAY EASEMENT. ALL SUCH USE AND MAINTENANCE SHALL BE GOVERNED BY THE TERMS AND PROVISIONS OF THE MASTER DECLARATION AND EASEMENT AGREEMENT. THE PRIVATE DRIVEWAY EASEMENT IS ALSO HEREBY DESIGNATED AS A PUBLIC UTILITY EASEMENT. NO OWNER MAY CONSTRUCT OR INSTALL PERMANENT IMPROVEMENTS WITHIN THE PRIVATE DRIVEWAY EASEMENT, EXCEPT THAT DECLARANT, THE NEIGHBORHOOD ASSOCIATION, OR THE COMMUNITY ASSOCIATION MAY CONSTRUCT AND MAINTAIN THE PRIVATE DRIVEWAY.
- ALL LOTS AS DEPICTED ON THIS PLAT ARE LOCATED IN A LIGHTLY DEVELOPED SEMI-WILDERNESS AREA CONTAINING ANIMALS TYPICALLY FOUND IN THE ROCKY MOUNTAINS INCLUDING WITHOUT LIMITATION, BEARS, MOUNTAIN LIONS, MOOSE, DEER, ELK, SKUNKS, SQUIRRELS, RACCOONS, AND OTHER ANIMALS, BIRDS, INSECTS, AND REPTILES NATIVE OR MIGRATORY TO THE AREA. SUCH ANIMALS ROAM FREELY AND MAY ENTER THE LOTS AND OTHER PRIVATELY OWNED PROPERTIES, SCAVENGING, EATING AND DAMAGING PLANTS, FLOWERS, SHRUBS AND TREES, AND CREATING POTENTIAL HAZARDS, NUISANCES AND DAMAGE TO PERSONS AND PROPERTY. EACH OWNER SHALL ASSUME ALL SUCH RISKS AND CONDITIONS FOR ANY SUCH DAMAGE.
- DUE TO THE TOPOGRAPHY AND THE LOCATION OF THIS SUBDIVISION, ALL OWNERS WILL ACCEPT RESPONSIBILITY FOR ANY STORM WATER RUNOFF FROM THE ROAD ADJACENT TO THIS PROPERTY UNTIL CURB AND GUTTER IS INSTALLED.
- PARKING ON ANY STREETS AND ROADS SHOWN HEREON IS PROHIBITED.
- THE NEIGHBORHOOD DECLARATION AND MASTER DECLARATION SET FORTH THE TERMS AND RESTRICTIONS FOR NIGHTLY RENTALS AND LEASING OF LOTS IN THE PROJECT.
- ACCESS TO THE PROJECT IS BY WAY OF A STATE HIGHWAY MAINTAINED BY THE UTAH DEPARTMENT OF TRANSPORTATION, WEBER COUNTY PUBLIC ROADS AS WELL AS PRIVATE ROADS. SEVERE WEATHER CONDITIONS MAY CAUSE CERTAIN ROADS IMPASSABLE OR SUBJECT TO REDUCED VISIBILITY, SNOW, ICE, AND OTHER RISKS, AND ROADS MAY BE CLOSED DURING CERTAIN PERIODS.
- THIS PLAT DOES NOT AMEND ANY WEBER COUNTY ORDINANCES. IN THE EVENT OF A CONFLICT BETWEEN THIS PLAT AND WEBER COUNTY ORDINANCES, THE WEBER COUNTY ORDINANCES SHALL CONTROL.
- NOTICE TO PURCHASERS OF RESTRICTED (R) LOTS: LOTS DESIGNATED BY THE LETTER "R" AFTER THE LOT NUMBER ARE RESTRICTED LOTS AND BUILDING DEVELOPMENT ON SUCH LOTS IS SUBJECT TO THE PROVISIONS OF SECTION 108-14 OF THE WEBER COUNTY LAND USE CODE. APPROVAL OF A RESTRICTED LOT DOES NOT GUARANTEE THE LOT IS BUILDABLE. A HILLSIDE REVIEW AS OUTLINED IN THE LAND USE CODE SHALL BE DONE TO DETERMINE IF A LOT IS BUILDABLE.

## SURVEY NARRATIVE:

- THIS SURVEY SUBDIVIDED THE AFORESAID TRACT OF LAND INTO LOTS, STREETS, PARCELS, AND EASEMENTS AS SHOWN HEREON AND AS DIRECTED BY THE CLIENT
- BASIS OF BEARINGS FOR THIS PLAT IS NORTH 89°55'51" WEST ALONG THE LINE BETWEEN THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND THE SET WEBER COUNTY MONUMENT ON THE INTERSECTION OF THE WEBER/CACHE COUNTY LINE AND THE SECTION LINE. THIS BASIS DIFFERS FROM WEBER COUNTY SURVEYORS BASIS BY 00°00'14" AS SHOWN ON COUNTY LINE DECLARATION RECORDED PLAT BOOK 74, PAGE 64.

## OWNER'S DEDICATION:

SMHG PHASE I LLC ("DECLARANT"), AS THE OWNER OF THE HEREIN DESCRIBED TRACT OF LAND, AND SUMMIT MOUNTAIN HOLDING GROUP, L.L.C. ("MASTER DEVELOPER") AS OWNER OF CERTAIN EASEMENT RIGHTS FOR THE PRIVATE DRIVEWAY EASEMENT, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AS SHOWN HEREON, SUBJECT TO ALL OF THE RESTRICTIONS, RIGHTS AND LIMITATIONS SET FORTH IN THE PLAT NOTES, AND NAME SAID TRACT, TO BE KNOWN AS SUMMIT POWDER MOUNTAIN PHASE IG, AND DOES HEREBY:

- PRIVATE STREETS, ACCESS, RIGHTS-OF-WAY. DEDICATE AND RESERVE UNTO DECLARANT, ITS HEIRS, GRANTEEES AND ASSIGNS, A RIGHT-OF-WAY TO BE USED IN COMMON WITH ALL OTHERS WITHIN SAID SUBDIVISION (AND THOSE ADJOINING SUBDIVISIONS THAT MAY BE SUBDIVIDED BY THE UNDERSIGNED OWNER, ITS SUCCESSORS OR ASSIGNS) ON, OVER AND ACROSS ALL THOSE PORTIONS OR PARTS OF SAID TRACT OF LAND DESIGNATED ON SAID PLAT AS PRIVATE STREETS AS ACCESS TO THE INDIVIDUAL LOTS, TO BE MAINTAINED BY HORIZON RUN RANGES AT POWDER MOUNTAIN, INC., A UTAH NONPROFIT CORPORATION ("NEIGHBORHOOD ASSOCIATION"), WHOSE MEMBERSHIP CONSISTS OF DECLARANT AND THE OWNERS OF THE LOTS DEPICTED HEREON.
- PUBLIC UTILITY AND DRAINAGE EASEMENTS. GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREOF AS PUBLIC UTILITY, STORM WATER DETENTION PONDS AND DRAINAGE EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS.
- PRIVATE EASEMENTS. GRANT AND DEDICATE THOSE CERTAIN EASEMENTS DESCRIBED IN NOTES 6, 10, 11, 12, AND 14 OF THIS PLAT. SUCH NOTES AND THE RESERVATION AND GRANT OF EASEMENTS DESCRIBED THEREIN ARE INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, DECLARANT HAS EXECUTED THIS OWNER'S DEDICATION AS OF THE \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

SMHG PHASE I LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
THOMAS M. JOLLEY, AUTHORIZED SIGNATORY

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015, BY THOMAS M. JOLLEY, AS AUTHORIZED SIGNATORY FOR SMHG PHASE I LLC.

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

MY COMMISSION EXPIRES: \_\_\_\_\_

RESIDING AT: \_\_\_\_\_

SUMMIT MOUNTAIN HOLDING GROUP, L.L.C., A UTAH LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
THOMAS M. JOLLEY, AUTHORIZED SIGNATORY

## ACKNOWLEDGEMENT:

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015, BY THOMAS M. JOLLEY, AS AUTHORIZED SIGNATORY FOR SUMMIT MOUNTAIN HOLDING GROUP, L.L.C.

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

MY COMMISSION EXPIRES: \_\_\_\_\_

RESIDING AT: \_\_\_\_\_

Sheet 1 of 2

N 1/5

NOLTE VERTICALFIVE

5217 SOUTH STATE STREET, SUITE 200 MURRAY, UT 84107  
801.743.1300 TEL 801.743.0300 FAX WWW.NOLTE.UTM

RECORDED #

STATE OF UTAH, COUNTY OF WEBER,  
RECORDED AND FILED AT THE

REQUEST OF: \_\_\_\_\_

ENTRY NO: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

FEE \$ \_\_\_\_\_

\_\_\_\_\_  
WEBER COUNTY RECORDER

OWNER

SMHG PHASE I, LLC  
3632 N. WOLFE CREEK DR.  
EDEN, UT 84310

WEBER COUNTY ATTORNEY

I HAVE EXAMINED THE FINANCIAL GUARANTEE AND OTHER DOCUMENTS ASSOCIATED WITH THIS SUBDIVISION PLAT AND IN MY OPINION THEY CONFORM WITH THE COUNTY ORDINANCE APPLICABLE THERETO AND NOW IN FORCE AND AFFECT.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
SIGNATURE

WEBER COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT FOR MATHEMATICAL CORRECTNESS, SECTION CORNER DATA AND FOR HARMONY WITH LINES AND MONUMENTS ON RECORD IN THE COUNTY OFFICES. THE APPROVAL OF THIS PLAT BY THE WEBER COUNTY SURVEYORS DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH. SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
COUNTY SURVEYOR

WEBER COUNTY ENGINEER

I HEREBY CERTIFY THAT THE REQUIRED PUBLIC IMPROVEMENT STANDARDS AND DRAWINGS FOR THIS SUBDIVISION CONFORM WITH COUNTY STANDARDS AND THE AMOUNT OF THE FINANCIAL GUARANTEE IS SUFFICIENT FOR THE INSTALLATION OF THESE IMPROVEMENTS.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
SIGNATURE

WEBER COUNTY PLANNING COMMISSION APPROVAL

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY THE WEBER COUNTY PLANNING COMMISSION ON THE DAY OF \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
CHAIRMAN-WEBER COUNTY PLANNING COMMISSION

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
TITLE

WEBER COUNTY COMMISSION ACCEPTANCE

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT, THE DEDICATION OF STREETS AND OTHER PUBLIC WAYS AND FINANCIAL GUARANTEE OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION THEREON ARE HEREBY APPROVED AND ACCEPTED BY THE COMMISSIONERS OF WEBER COUNTY, UTAH

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
CHAIRMAN, WEBER COUNTY COMMISSION

