

# TRANSMITTAL



**GREAT BASIN ENGINEERING**  
P.O. Box 150048 Ogden, Utah 84415  
Phone (801) 394-4515  
Fax (801) 392-7544

DATE: March 22, 2012  
FROM: Ryan Bingham  
TO: Weber County Engineering Department  
ATTN: Michael Tuttle  
Cc:

RE: Ski Lake Developments

**THE FOLLOWING ARE DELIVERED HEREWITH:**

- The Summit at Ski Lake Phase 11
- 1 copy Weber County Comments
- 1 copy responses to comments
- 1 copy five (5) easements and in document form
- 1 copy County Redlines
- 1 copy revised Improvement Plans
- 1 copy plat

**THESE ARE TRANSMITTED:**

- |  |  |                                   |
|--|--|-----------------------------------|
| <input type="checkbox"/> FOR YOUR REVIEW       | <input checked="" type="checkbox"/> AS REQUESTED | <input type="checkbox"/> REJECTED |
| <input type="checkbox"/> FOR YOUR COMMENTS     | <input type="checkbox"/> REVIEWED AS NOTED       | <input type="checkbox"/> OTHER    |
| <input type="checkbox"/> FOR YOUR USE & ACTION | <input type="checkbox"/> NO EXCEPTIONS TAKEN     |                                   |

**COMMENTS/INSTRUCTIONS:**

Please process for final approval.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Bingham'.

Ryan Bingham P.E.

**Shipping Instructions:**

- |                                 |                                    |  |
|---------------------------------|------------------------------------|--|
| <input type="checkbox"/> FedEx  | <input type="checkbox"/> U.S. Mail | <input type="checkbox"/> Hand Delivery |
| <input type="checkbox"/> U.P.S. | Other: Email                       |  |

## Engineering

Project: [The Summit @ Ski Lake No 11](#)  
 User: [Michael Tuttle](#)  
 Department: [Weber County Engineering Division](#)  
 Created: 2011-11-30 16:00:32  
 Modified: 2011-11-30 16:02:14

### Notes

I have had a chance to review the plan(s) and have the following comment(s): **Written responses to the following comments are required.**

1. The list of comments has been revised per the updated plans and the response letter from Great Basin Engineering dated 10/18/2011.
2. As stated before, this subdivision accesses off the end of the Summit at Ski Lake 9. The Summit at Ski Lake 9 improvements have not been installed, and the subdivision has been suspended, due to that subdivision improvement agreement not being fulfilled. We would like to review a copy of the agreement that Mel is preparing per the letter from GBE dated 9/19/2011. Although this agreement would not be necessary if the improvements for Phase 11 and Phase 9 are installed prior to Phase 11 being recorded.
3. Easements
  1. All the easements need to be in document form, i.e. granting some rights, not just the boundary description.
  2. The temporary construction easement for the turn-a-round need to be recorded
  3. The storm water detention basin easement:
    1. The boundy is going to be reviewed by the Survey Department
    2. This still needs be put in document form.
    3. It references The Summit at Ski Lake No. 12, which to my knowledge doesn't exist.
  4. The temporary turn-around easement needs to be recorded.
  5. There is a temporary construction easement shown on the improvement drawings, but I don't believe that I have seen a separate easement for it
4. It is understood that the developer is going to be asking for a deferral on the curb gutter and sidewalk. This document still needs to be signed.
5. What improvements are going to be installed prior to trying to record the subdivision? Everything not done prior to recording will need to be escrowed for.
6. A dam permit will need to be applied for from the state for the construction of the detention pond.
7. See the attached documents for additional comments.

I have tried to address all items of concern from the Engineering Department. However, this review does not forego other items of concern that may come to this department's attention during additional reviews or during construction of improvements. If you have any comments or questions concerning this review, feel free to contact me.

### Files

Name	Size	Date Uploaded
<a href="#">summit 11-pp1.pdf</a>	1.01 MB	2011-11-30 16:01:53
<a href="#">Summit 11 and 9.pdf</a>	1.52 MB	2011-11-30 16:01:53

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March 20, 2012

Mr. Michael Tuttle  
Weber County Engineering Division  
mtuttle@co.weber.ut.us

Dear Michael:

Thank you for your review of The Summit @ Ski Lake No 11. We have reviewed and addressed the comments from <https://miradi.co.weber.ut.us/reviews/view/397>. For the sake of clarity I have compiled a list of responses to the items commented on by your review team. They are as follows and correspond to the numbers of your comments:

- 1Q. The list of comments has been revised per the updated plans and the response letter from Great Basin Engineering dated 10/18/2011.
- 1A. **The revised list of comments has been reviewed and the comments have been addressed.**
- 2Q. As stated before, this subdivision accesses off the end of the Summit at Ski Lake 9. The Summit at Ski Lake 9 improvements have not been installed, and the subdivision has been suspended, due to that subdivision improvement agreement not being fulfilled. We would like to review a copy of the agreement that Mel is preparing per the letter from GBE dated 9/19/2011. Although this agreement would not be necessary if the improvements for Phase 11 and Phase 9 are installed prior to Phase 11 being recorded.
- 2A. **As you are aware, Mel Smith will be handling this revised agreement.**
- 3. Easements
  - 3.1Q. All the Easements need to be in document form, i.e. granting some rights, not just the boundary description.
    - 3.1A. **These are now provided. See attached.**
    - 3.2Q. The temporary construction easement for the turn-a-round need to be recorded
    - 3.2A. **Easements will be recorded simultaneously with the Plat in order to protect both entities.**
  - 3.3 The storm water detention basin easement
    - 3.3.1Q. The boundy is going to be reviewed by the Survey Department

- 3.3.1A. Per comment from <https://miradi.co.weber.ut.us/projects/view/97> on December 23, 2011, the easements appear to be properly located.
- 3.3.2Q. This still needs be put in document form
- 3.3.2A. This is now provided. See attached.
- 3.3.3Q. It references The Summit at Ski Lake No. 12, which to my knowledge doesn't exist.
- 3.3.3A. This now references Summit at Ski Lake No. 11.
- 3.4Q. The temporary turn-around easement needs to be recorded.
- 3.4A. Easements will be recorded simultaneously with the Plat in order to protect both entities.
- 3.5Q. There is a temporary construction easement shown on the improvement drawings, but I don't believe that I have seen a separate easement for it.
- 3.5A. This is now provided. See attached.
- 4Q. It is understood that the developer is going to be asking for a deferral on the curb gutter and sidewalk. This document still needs to be signed.
- 4A. Owner will sign the deferral agreement.
- 5Q. What improvements are going to be installed prior to trying to record the subdivision? Everything not done prior to recording will need to be escrowed for.
- 5A. This is understood. Improvements not installed will be escrowed for.
- 6Q. A dam permit will need to be applied for from the state for the construction of the detention pond.
- 6A. An application has been submitted to the state. We are waiting to hear back.
- 7Q. See the attached documents for additional comments.
- 7A. The comments from the documents have now been addressed.



Mike, thank you for your time and consideration in these matters. Please feel free to contact me directly regarding these issues.

Best regards,

Ryan Bingham, P.E.,  
Great Basin Engineering  
801-394-4515

December 31, 2010

**The Summit at Ski Lake No. 11  
Temporary Road Turn-around Easement**

A part of the Northeast Quarter of Section 24, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Southerly right of way line of Via Cortina Drive (Private Drive), which is 2294.84 feet South  $0^{\circ}26'54''$  West along the quarter Section line and 725.09 feet South  $89^{\circ}33'06''$  East from the North quarter corner of said Section 24; running thence North  $15^{\circ}44'41''$  East 60.00 feet; thence North  $21^{\circ}54'28''$  East 7.57 feet; thence Easterly along the arc of a 55.00 foot radius curve to the right a distance of 272.54 feet (Central angle equals  $283^{\circ}55'00''$  and long chord bears South  $20^{\circ}43'51''$  West 67.79 feet) to the said Southerly right of way line of Via Cortina Drive; thence South  $74^{\circ}15'19''$  East 5.08 feet along said right of way line to the point of beginning.

Contains 8,8146 sq. ft. or  
0.202 acre.

December 31, 2010

**The Summit at Ski Lake No. 11  
Temporary Construction Easement – Turn-around**

A part of the Northeast Quarter of Section 24, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Southerly right of way line of Via Cortina Drive (Private Drive), which is 2294.84 feet South  $0^{\circ}26'54''$  West along the quarter Section line and 725.09 feet South  $89^{\circ}33'06''$  East from the North quarter corner of said Section 24; running thence North  $15^{\circ}44'41''$  East 60.00 feet; thence North  $21^{\circ}54'28''$  East 35.31 feet; thence Easterly along the arc of a 75.00 foot radius curve to the right a distance of 361.52 feet (Central angle equals  $276^{\circ}10'57''$  and long chord bears South  $34^{\circ}04'31''$  West 100.19 feet) to the said Southerly right of way line of Via Cortina Drive; thence South  $74^{\circ}15'19''$  East 27.72 feet along said right of way line to the point of beginning.

Contains 15,149 sq. ft. or  
0.348 acre.

WHEN RECORDED, MAIL TO:

Melven E. Smith, Esq.  
Smith Knowles, P.C.  
4723 Harrison Blvd, Suite 200  
Ogden, Utah 84403

DECLARATION AND GRANT OF TEMPORARY  
TURN-AROUND AND CONSTRUCTION EASEMENT

This DECLARATION AND GRANT OF TEMPORARY TURN-AROUND AND CONSTRUCTION EASEMENT (the "Easement Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between Valley Enterprise Investment Company, LLC ("Grantor") and Weber County, a body politic located in the State of Utah ("Grantee").

RECITALS

WHEREAS, Grantor owns that certain real property which has commonly been referred to as the proposed Phases 11 and 12 of the Summit at Ski Lake (hereinafter "Ski Lake Property") which contains fourteen (14) proposed residential lots. The legal description of the Ski Lake Property is attached hereto as Exhibit "A" and by this reference made a part hereof;

WHEREAS, Grantor has submitted the subdivision plat of the Summit at Ski Lake No. 11 ("Phase 11") for final approval. Phase 11 contains three (3) Lots, Lots 41, 42-R and 43 and is located within the Ski Lake Property;

WHEREAS, as a condition precedent to final approval of Phase 11, Weber County is requiring the creation and recordation of a temporary turn-around ("Temporary Turn-around") and a temporary construction easement ("Temporary Construction Easement") to be located at the southwest end of Via Cortina and on the Ski Lake Property. The legal descriptions of the Temporary Turn-around and the Temporary Construction Easement are more particularly described in Exhibits "B" and "C", respectively, which Exhibits are attached hereto and by this reference made a part hereof;

WHEREAS, Grantor desires to grant and Grantee desires to receive a temporary turn-around easement and a temporary construction easement upon, over, and across those portions of the Ski Lake Property identified in Exhibits "B" and "C", respectively, until such time as Via Cortina is extended to the east of Phase 11 through the recordation and development of a future phase of the Ski Lake Property so as to eliminate the need for the easements.

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this agreement, as well as the mutual benefits to be derived herefrom, Grantor and Grantee agree as follows:

TERMS

1. **Grant of Temporary Turn-around.** Subject to the terms and conditions of this Easement, Grantor hereby grants and conveys to Grantee, as of the date hereof, a nonexclusive, temporary turn-around easement and right-of-way upon, over, and across the Temporary Turn-around. Grantee, and all personnel within departments thereof, shall have full access to the Temporary Turn-around for emergency and maintenance purposes and for all lawful vehicular and pedestrian travel, until such time as Via Cortina is extended to the southeast through development of future phases upon the Ski Lake Property, thereby eliminating the need for the

Temporary Turn-around, at which time the Temporary Turn-around easement created hereby shall automatically terminate, the same having been replaced by a dedicated and improved extension of Via Cortina.

**2. Grant of Temporary Construction Easement.** Subject to the terms and conditions of this Easement, Grantor hereby grants and conveys to Grantee, as of the date hereof, a nonexclusive, temporary construction easement and right-of-way upon, over, and across, the Temporary Construction Easement. Grantee, and all personnel within departments thereof, and any and all successors and assigns of Grantor, shall have full access to the Temporary Construction Easement for the purpose of constructing and improving the Temporary Turn-around, including the right to make cuts and fills, as necessary, and to store and place material upon, the Temporary Construction Easement area. This Temporary Construction Easement shall automatically expire upon completion of all necessary improvements to the Temporary Turn-around, as required by and in accordance with Weber County ordinances.

**3. Limited Public Access to Temporary Turn-around.** Further, Grantor hereby grants and conveys to the public, to the same extent that members of the public may have access to Via Cortina, full rights of ingress and egress upon, over, and across, the Temporary Turn-around for vehicular and pedestrian travel.

**4. Exclusive Use of Easements.** Exclusive use of the Temporary Turn-around and Temporary Construction Easement (hereinafter collectively referred to as the "Easements") is expressly not granted, and the right to use the Easements is expressly reserved by Grantor, so long as any such use does not unreasonably interfere with the nonexclusive right and easement for the uses described herein and granted to Grantee, and so long as Grantee's rights to use and enjoyment of the Easements shall not be adversely affected thereby.

**5. Limited Uses.** The use by the holders of the dominant tenements of the Easements granted herein shall be limited to the uses as are described herein (the "Limited Uses"), which Limited Uses shall be made in such a manner as to least interfere with the use of the servant tenements by the owners thereof.

**6. Binding Effect.** Grantor further acknowledges, confirms and agrees that this Grant of Easements shall inure to the benefit of Grantee, and its successors and assigns, and shall be binding upon Grantor, its successors, heirs and assigns, and shall be deemed and constitute covenants running with the Ski Lake Property. To these ends, Grantor further acknowledges and agrees that the Easements granted herein are not subject to prior liens, restrictions or encumbrances, except general property taxes and assessments not yet due and payable. In the event that any liens or encumbrances shall hereafter accrue against the Ski Lake Property, the lien or indebtedness evidenced by any such liens shall be subordinate to the Easements granted herein.

**7. Waiver.** The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

**8. Miscellaneous.** The provisions of this Easement Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Easement Agreement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against any party.

9. **Governing Law.** This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Utah. This Easement Agreement shall be recorded in the records of the County Recorder of Weber County, Utah.

10. **Third-Party Beneficiaries.** Nothing in this Easement Agreement is intended to create an enforceable right, claim or cause of action by any third party against any party to this Easement Agreement.

11. **Modifications.** This Easement Agreement may not be modified except with the consent of Grantor and Grantee, and then only by written instrument duly executed and acknowledged and recorded in the official real estate records of the County Recorder of Weber County, Utah.

DATED as of the \_\_\_ day of \_\_\_, 2011.

GRANTOR:

Valley Enterprise Investment  
Company, LLC

By: \_\_\_\_\_

Its: Managing/Authorized Member

State of Utah            )  
                                  ss  
County of Weber        )

On the \_\_\_ day of \_\_\_\_\_ 2011 personally appeared

before me Ray Bowden duly sworn, did say that he is the managing member of Valley Enterprise Investment Company, LLC, the entity which executed the foregoing instrument, and that said instrument was signed in behalf of said entity by authority of its members and that the said entity executed the same.

\_\_\_\_\_  
Notary Public  
Residing at:

WEBER COUNTY, a body politic

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF UTAH                    )  
  : ss.  
COUNTY OF WEBER            )

On the day \_\_\_\_\_ of \_\_\_\_\_ 2011, \_\_\_\_\_ personally appeared before me duly sworn, did say that he/she is the \_\_\_\_\_ of Weber County who executed the foregoing instrument, and that said instrument was signed in behalf of said Weber County by authority and that said Weber County executed the same.

\_\_\_\_\_

NOTARY SIGNATURE AND SEAL

Exhibit "A"

(Legal Description of the Ski Lake Property)

**PARCEL 1: (20-036-0033)**

PART OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 1 EAST SALT LAKE BASE & MERIDIAN, SURVEY, BEGINNING AT A POINT NORTH 89D45'09" WEST 80.40 FEET ALONG THE QUARTER SECTION LINE FROM THE CENTER OF SAID SECTION 24, RUNNING THENCE NORTH 1D36'17" WEST 61.18 FEET, THENCE SOUTH 88D23'43" WEST 100.00 FEET, THENCE NORTH 1D36'17" WEST 100 FEET, THENCE SOUTH 88D23'43" WEST 100.00 FEET, THENCE SOUTH 1D36'17" EAST 154.72 FEET, THENCE SOUTH 89D45'09" EAST 200 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**PARCEL 2: (20-036-0040)**

PART OF THE NORTH HALF OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U S SURVEY, BEGINNING AT A POINT ON THE QUARTER SECTION LINE WHICH IS 1869.71 FEET SOUTH 89D45'09" EAST ALONG SAID QUARTER SECTION LINE FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 24, RUNNING THENCE NORTH 1D36'27" WEST 302.08 FEET, THENCE NORTH 77D03'07" EAST 227.76 FEET TO THE REAR LINE OF LOTS 15R AND 16R OF THE SUMMIT AT SKI LAKE NO. 3, HUNTSVILLE DISTRICT, WEBER COUNTY, UTAH EXTENDED THENCE NORTH 64D40'26" EAST 351.81 FEET ALONG SAID REAR LOT LINE EXTENDED AND REAR LOT LINE TO THE SOUTHWEST CORNER OF LOT 17R OF THE SUMMIT AT SKI LAKE NO. 4, HUNTSVILLE DISTRICT WEBER COUNTY, UTAH, THENCE SOUTHEASTERLY AND NORTHEASTERLY FOUR (4) COURSES ALONG THE SOUTHERLY AND EASTERLY BOUNDARY LINE OF SAID THE SUMMIT AT SKI LAKE NO. 4 AS FOLLOWS: SOUTH 69D23'59" EAST 652.94 FEET, NORTH 2D29'07" EAST 196.20 FEET NORTH 1D12'43" EAST 64.93 FEET AND NORTH 11D32'45" EAST 400.97 FEET TO THE SOUTHERLY BOUNDARY LINE OF VALLEY LAKE ESTATES NO. 3 WEBER COUNTY UTAH, THENCE SOUTH 77D20'18" EAST 115.72 FEET ALONG SAID SOUTHERLY BOUNDARY LINE TO THE WEST LINE OF DAVID P AND CHRIS M HANSEN PROPERTY, THENCE SOUTHERLY, EASTERLY & NORTHERLY THREE (3) COURSES ALONG THE BOUNDARY LINE OF SAID HANSEN PROPERTY, SOUTH 4D55'03" WEST 214.87 FEET, SOUTH 85D04'57" EAST 441.52 FEET TO A POINT OF CURVATURE AND NORTHEASTERLY ALONG THE ARC OF A 84.52 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 99.97 FEET (CENTRAL ANGLE EQUALS 67D46'09" AND LONG CHORD BEARS NORTH 61D01'59" EAST 94.24 FEET) THENCE SOUTH 51D53'52" EAST 352.75 FEET ALONG THE SOUTHERLY LINE OF DENNIS M & SHIRLEY M POWELL PROPERTY EXTENDED, THENCE SOUTH 0D23'03" WEST 487.40 FEET TO SAID QUARTER SECTION LINE, THENCE NORTH 89D45'09" WEST 1336.38 FEET ALONG

SAID QUARTER SECTION LINE TO THE CENTER OF SAID SECTION 24, THENCE NORTH 89D45'09" WEST 80.40 FEET ALONG SAID QUARTER SECTION LINE THENCE NORTH 1D36'17" WEST 161.18 FEET, THENCE SOUTH 88D23'43" WEST 200.00 FEET, THENCE SOUTH 1D36'17" EAST 154.72 FEET TO SAID QUARTER SECTION LINE THENCE NORTH 89D45'09" WEST 507.11 FEET ALONG SAID QUARTER SECTION LINE TO THE POINT OF BEGINNING.

EXCEPT THAT PART DEEDED TO LAKEVIEW WATER CORPORATION  
(1445-2306).

ALSO EXCEPT: THE SUMMIT AT SKI LAKE NO. 9 (E# 2252084) DEDICATION BOOK 65  
PAGE 82

Exhibit "B"

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(Legal Description of the Temporary Turn-round)

A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF VIA CORTINA DRIVE (PRIVATE DRIVE), WHICH IS 2294.84 FEET SOUTH 0° 26' 54" WEST ALONG THE QUARTER SECTION LINE AND 725.09 FEET SOUTH 89° 33' 06" EAST FROM THE NORTH QUARTER CORNER OF SAID SECTION 24; RUNNING THENCE NORTH 15° 44' 41" EAST 60.00 FEET; THENCE NORTH 21° 54' 28" EAST 7.57 FEET; THENCE EASTERLY ALONG THE ARC OF A 55.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 272.54 FEET (CENTRAL ANGLE EQUALS 283° 55' 00" AND LONG CHORD BEARS SOUTH 20° 43' 51" WEST 67.79 FEET) TO THE SAID SOUTHERLY RIGHT OF WAY LINE OF VIA CORTINA DRIVE; THENCE SOUTH 74° 15' 19" EAST 5.08 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

CONTAINS 8, 8146 SQ. FT. OR  
0.202 ACRE.

Exhibit "C"

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(Legal Description of the Temporary Construction Easement)

A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF VIA CORTINA DRIVE (PRIVATE DRIVE), WHICH IS 2294.84 FEET SOUTH 0° 26' 54" WEST ALONG THE QUARTER SECTION LINE AND 725.09 FEET SOUTH 89° 33' 06" EAST FROM THE NORTH QUARTER CORNER OF SAID SECTION 24; RUNNING THENCE NORTH 15° 44' 41" EAST 60.00 FEET; THENCE NORTH 21° 54' 28" EAST 35.31 FEET; THENCE EASTERLY ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 361.52 FEET (CENTRAL ANGLE EQUALS 276° 10' 57" AND LONG CHORD BEARS SOUTH 34° 04' 31" WEST 100.19 FEET) TO THE SAID SOUTHERLY RIGHT OF WAY LINE OF VIA CORTINA DRIVE; THENCE SOUTH 74° 15' 19" EAST 27.72 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

CONTAINS 15,149 SQ. FT. OR  
0.348 ACRE.

October 18, 2011

**The Summit at Ski Lake No. 11  
10.00 wide Storm Drain Easement**

A 10.00 foot wide Storm Drain Easement being 5.00 feet each side of the following described centerline:

A part of the Northeast Quarter of Section 24, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Southerly Right of Way Line of Via Monoco Drive (Private Drive) in Weber County, Utah, which is 2041.25 feet South  $0^{\circ}26'54''$  West along the quarter Section line and 890.92 feet South  $89^{\circ}33'06''$  East from the North quarter corner of said Section 24; running thence South  $73^{\circ}24'06''$  East 99.52 feet to the Easterly line of said Lot 45, The Summit at Ski Lake No. 12 in Weber County, Utah.

October 18, 2011

**The Summit at Ski Lake No. 11  
Storm Drainage Pond Easement**

A part of the Northeast Quarter of Section 24, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Southerly right of way line of Via Monoco Drive (Private Drive), which is 2047.68 feet South  $0^{\circ}26'54''$  West along the quarter Section line and 988.18 feet South  $89^{\circ}33'06''$  East from the North quarter corner of said Section 24; running thence along said right of way line northeasterly along the arc of a 144.52 foot radius curve to the left a distance of 140.98 feet (central angle equals  $55^{\circ}53'39''$  and long chord bears North  $59^{\circ}40'08''$  East 135.46 feet) to the southerly boundary line of Under Par Properties; thence along said boundary line South  $51^{\circ}53'52''$  East 265.32 feet; thence North  $83^{\circ}02'33''$  West 332.88 feet; thence North  $4^{\circ}55'03''$  East 55.19 feet to the point of beginning

Contains 24,352 sq. ft. or  
0.559 acre.

When recorded return to:  
Melven E. Smith, Esq.  
SMITH KNOWLES, P.C.  
4723 Harrison Boulevard  
Suite 200  
Ogden, Utah 84403

**DECLARATION OF  
GRANT OF STORM DRAIN  
AND  
STORM DRAINAGE POND EASEMENT**

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This DECLARATION OF GRANT OF STORM DRAIN AND STORM DRAINAGE POND EASEMENT ("Agreement") is dated as of this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between VALLEY ENTERPRISE INVESTMENT COMPANY, LLC ("Grantor") and THE SUMMIT AT SKI LAKE OWNERS ASSOCIATION and VALLEY ENTERPRISE INVESTMENT COMPANY LLC ("Grantee").

RECITALS:

WHEREAS, Grantor owns that certain real property which has been commonly referred to as the proposed Phase 11 of the Summit at Ski Lake ("Phase 11"), Phase 12 of The Summit at Ski Lake ("Phase 12"), and Phase 13 of the Summit at Ski Lake ("Phase 13"), which are hereinafter collectively referred to as the "Property" and more particular described in Exhibit "A" attached hereto and by this reference made a part hereof;

WHEREAS, as a condition precedent to final approval of Phase 11, Weber County is requiring the creation of a 10 foot wide storm drain easement ("Storm Drain Easement") and a storm drainage pond easement ("Storm Drainage Pond Easement"), for the purpose of installing, operating, maintaining and replacing storm drainage channels, ditches, pipes, culverts, ponds, and all related facilities, (hereinafter collectively referred to as the "Facilities") for the purpose of channeling, controlling and receiving storm runoff and drainage water, together with the right of ingress and egress to and from same, in, on, over, under, through, and along said portion of the Property of Grantor, or so much thereof as is traversed by the following easement and right-of-way located in Weber County, Utah, which is more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof;

WHEREAS, Grantor intends to subdivide the Property into residential lots ("Lots") and sell such Lots to individual lot owners who will benefit from the Easements; and

WHEREAS, Grantor desires to grant to Grantee, which term shall hereinafter include, without any further reference, all of Grantee's transferees, grantees, successors and assigns, in and to the Property or Lots situated thereon, the Storm Drain Easement and the Storm Drainage

Pond Easement (hereinafter collectively referred to as the "Easements"), for the benefit of Grantee, including all future lot owners of Lots, in perpetuity.

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this Agreement as well as the mutual benefits to be derived therefrom, Grantor and Grantee agree as follows:

### TERMS

1. **Grant of Storm Drain Easement.** Subject to the terms and conditions of this Agreement, Grantor hereby grants and conveys to Grantee, as of the date hereof, a nonexclusive, perpetual storm drain easement over and across the Storm Drain Easement area. Grantee, and all successors in interest to any Lot acquired within the Property, shall have the right to install, lay, maintain and replace storm drain pipes, channels or ditches within the Storm Drain Easement area, along with the right to trim, cut or remove trees, tree roots, and any other vegetation or obstacles that may endanger or interfere with the function of the Storm Drain Easement and shall have free access to the Facilities and any part thereof, at all times, for the purpose of exercising the rights granted herein. In doing work within the Storm Drain Easement area, the Grantee will conduct work in such a manner as will cause the least injury to the surface of the ground or construction area, and will replace the earth so removed, and restore the surface of the disturbed ground to as near condition as it existed prior to such work as is practicable.

2. **Grant of Storm Drainage Pond Easement.** Subject to the terms and conditions of this Agreement, Grantor hereby grants and conveys to Grantee, as of the date hereof, a nonexclusive, perpetual storm drainage pond easement over and across the Storm Drainage Pond Easement area. Grantee, and all successors in interest to any lots purchased within the various phases identified herein, shall have the right to construct, install, maintain and replace any facilities or improvements within the Storm Drainage Pond Easement area, along with the right to trim, cut or remove trees, tree roots, and any other vegetation or obstacles that may endanger or interfere with the function of the Storm Drainage Pond Easement and shall have free access to the Facilities and any part thereof, at all times, for the purpose of exercising the rights granted herein. In doing work within the Storm Drainage Pond Easement area, the Grantee will conduct work in such a manner as will cause the least injury to the surface of the ground or construction area, and will replace the earth so removed, and restore the surface of the disturbed ground to as near condition as it existed prior to such work as is practicable.

3. **Maintenance of Easements.** The Summit at Ski Lake Owners Association ("Association") shall be responsible for the maintenance of the Easements and related facilities, in perpetuity. In addition, however, without creating any obligation upon Weber County, Weber County shall also have the same rights as the Association to exercise any and all rights granted herein to the Association in order to, in its sole discretion, protect or preserve Lots, and any improvements thereon.

4. **Exclusive Use of the Easements.** Exclusive use of the Easements is expressly not granted, and the right to use the Easements is expressly reserved by the owners of the

respective Lots upon which the Easements are located, so long as any such use does not unreasonably interfere with the nonexclusive right and easement for the uses described herein and granted to Grantee, and so long as Grantee's rights to the use and enjoyment of the Easement shall not be adversely affected thereby.

5. **Limited Uses.** The use by the holders of the dominant tenements of the Easements granted herein shall be limited to the uses as are described herein (the "Limited Uses"), which Limited Uses shall be made in such a manner as to least interfere with the use of the servant tenements by the owners thereof.

6. **Binding Effect.** Grantor further acknowledges, confirms and agrees that this Grant of Easements shall inure to the benefit of Grantee, and shall be binding upon Grantor, its successors, heirs and assigns, and shall be deemed and constitute covenants running with the land upon which the Easements are located. To these ends, Grantor further acknowledges and agrees that the Easements granted herein are not subject to prior liens, restrictions or encumbrances, except general property taxes and assessments not yet due and payable. In the event that any liens or encumbrances shall hereafter accrue against the Easements, the lien or indebtedness evidenced by any such liens shall be subordinate to the Easements granted herein.

7. **Waiver.** The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

8. **Miscellaneous.** The provisions of this Easement Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Easement Agreement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against any party.

9. **Governing Law.** This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Utah. This Easement Agreement shall be recorded in the records of the County Recorder of Weber County, Utah.

10. **Third-Party Beneficiaries.** Nothing in this Easement Agreement is intended to create an enforceable right, claim or cause of action by any third party against any party to this Easement Agreement.

11. **Modifications.** This Easement Agreement may not be modified except with the consent of Grantor and Grantee, and then only by written instrument duly executed and acknowledged and recorded in the official real estate records of the County Recorder of Weber County, Utah.

**GRANTOR:**

VALLEY ENTERPRISE INVESTMENT  
COMPANY, LLC

By: \_\_\_\_\_  
Its: Manager/ Authorized Agent

STATE OF UTAH            )  
                                  : ss  
COUNTY OF WEBER        )

On the \_\_\_\_ day of \_\_\_\_\_ 2012, Melven E. Smith personally appeared before me duly sworn, did say that he is the Manager / Authorized Agent of Valley Enterprise Investment Company, LLC, the entity which executed the foregoing instrument, and that said instrument was signed in behalf of said entity by authority of its members and that the said entity executed the same.

\_\_\_\_\_  
Notary Public  
Residing at:

**GRANTEE:**

VALLEY ENTERPRISE INVESTMENT  
COMPANY, LLC

By: \_\_\_\_\_  
Its: Manager/ Authorized Agent

STATE OF UTAH            )  
                                  : ss  
COUNTY OF WEBER        )

On the \_\_\_\_ day of \_\_\_\_\_ 2012, Melven E. Smith personally appeared before me duly sworn, did say that he is the Manager / Authorized Agent of Valley Enterprise Investment Company, LLC, the entity which executed the foregoing instrument, and that said instrument was signed in behalf of said entity by authority of its members and that the said entity executed the same.

\_\_\_\_\_  
Notary Public  
Residing at:

THE SUMMIT AT SKI LAKE OWNERS  
ASSOCIATION

By: \_\_\_\_\_  
Melven E. Smith  
Its: Authorized Agent

STATE OF UTAH            )  
                                  : ss  
COUNTY OF WEBER        )

On the \_\_\_\_ day of \_\_\_\_\_ 2012, Melven E. Smith personally appeared before me duly sworn, did say that he is the authorized agent of The Summit at Ski Lake Owners Association, the entity which executed the foregoing instrument, and that said instrument was signed in behalf of said entity by authority of its board of directors and that the said entity executed the same.

\_\_\_\_\_  
Notary Public  
Residing at:

**EXHIBIT "A"**

**Proposed Phase 11 of the Summit at Ski Lake**

A part of the Northeast Quarter of Section 24, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point which is 71.21 feet North 0°26'54" East along the Quarter section line and 345.47 feet South 89°33'06" East from the Center of Section 24; and running thence North 2°29'07" East 405.04 feet along said East boundary line of the Summit at Ski Lake No. 4; thence seven (7) courses along the Southerly line of the Summit at Ski Lake No. 9, a subdivision located in Weber County, Utah as follows: South 66°19'11" East 68.41 feet; North 23°40'49" East 60.00 feet to a point of curvature; Northerly along the arc of a 15.00 foot radius curve the right a distance of 30.05 feet (Central Angle equals 114°46'45" and Long Chord bears North 8°55'48" West 25.27 feet) to a point of compound curvature; Northeasterly along the arc of a 70.00 foot radius curve to the right a distance of 29.67 feet (Central Angle equals 24°16'54" and Long Chord bears North 60°36'01" East 29.44 feet) to a point of tangency; North 72°44'28" East 222.81 feet to a point of curvature; Easterly along the arc of a 170.00 foot radius curve to the right a distance of 65.80 feet (Central Angle equals 22°10'35" and Long Chord bears North 83°49'45" East 65.39 feet) to a point of tangency and South 85°04'57" East 75.24 feet; thence South 21°54'28" West 216.25 feet; thence South 15°44'41" West 60.00 feet; thence North 74°19'15" West 60.95 feet; thence South 2°29'07" West 298.02 feet; thence North 89°45'09" West 310.23 feet to the point of beginning.

Contains 172,433 square feet  
or 3.959 acres

Part of Tax ID # 20-036-0040

**Proposed Phase 12 of the Summit at Ski Lake**

A part of the Northeast Quarter of Section 24, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point which is 342.98 feet North 89°45'09" East along the section line from the Center of said Section 24; and running thence North 2°29'07" East 70.06 feet to the Southwest corner of The Summit at Ski Lake No. 12, a subdivision in Weber County, Utah, thence along said subdivision the following five (5) courses: South 89°45'09" East 310.23 feet, North 2°29'07" East 298.02 feet, South 74°15'19" East 60.95 feet, North 15°44'41" East 60.00 feet, and North 21°54'28" East 216.25 feet to the Southerly right of way line of Via Monaco; thence South 85°04'57" East 115.19 feet; thence along the arc of a 144.52 foot radius curve to the left a distance of 159.42 (Central Angle equals 63°11'44" and Long Chord bears North 63°19'11" East 151.44 feet); thence South 51°53'52" East 292.11 feet; thence South 0°23'03" West 487.36 feet; thence North 89°45'09" 993.39 feet to the point of beginning.

Contains 398,695 square feet  
or 9.153 acres

Part of Tax ID # 20-036-0040

### **Proposed Phase 13 of the Summit at Ski Lake**

A part of the Northeast Quarter of Section 24, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at the center of said Section 24, which point is 2648.85 feet South  $0^{\circ}26'51''$  West of the North Quarter Corner of said Section 24; and running thence North  $89^{\circ}45'13''$  West 802.16 feet along the quarter section line to the Southeast corner of Lot 39 of The Summit at Ski Lake No. 10, a subdivision in Weber County, Utah; thence along the East boundary line of said Lot 39 North  $6^{\circ}29'09''$  West 294.71 feet to a point on the South line of Lot 26 of The Summit at Ski Lake No. 6, a subdivision in Weber County, Utah; thence along the South boundary lines of The Summit at Ski Lake phases 3, 4, 5, and 6 the following three (3) courses: North  $77^{\circ}03'07''$  East 268.12 feet, North  $64^{\circ}40'26''$  East 351.81 feet and South  $69^{\circ}23'59''$  East 652.94 feet to a point on the West boundary line of Lot 42 of The Summit at Ski Lake No. 11; thence South  $0^{\circ}29'07''$  West 278.85 to the quarter section line of said Section 24; thence along said quarter section line North  $89^{\circ}45'09''$  West 342.95 feet to the point of beginning.

Less and exception that portion of land reserved for the Lake View Water Company more particularly described as follows:

Beginning at a point which is 82.41 feet North  $89^{\circ}45'13''$  West along the quarter section line and 61.10 feet North  $0^{\circ}14'47''$  East from the Center of said Section 24 and running thence South  $88^{\circ}23'38''$  West 223.59 feet; thence North  $1^{\circ}36'27''$  West 116.66 feet to a point on the southerly right of way line of Via Cortina Drive; thence along said southerly right of way line the following four (4) courses: Northeasterly along the arc of a 55.00 foot radius curve to the left a distance of 15.74 feet (Central Angle is  $16^{\circ}23'57''$  and Long Chord bears North  $50^{\circ}01'39''$  East 15.69 feet), Northeasterly along the arc of a 25.00 foot radius curve to the right a distance of 20.32 feet (Central Angle is  $46^{\circ}34'03''$  and Long Chord bears North  $65^{\circ}06'42''$  East 19.76 feet), North  $88^{\circ}23'43''$  East 54.02 feet and Southeasterly along the arc of a 300.00 foot radius curve to the right a distance of 144.67 feet (Central Angle is  $27^{\circ}37'45''$  and Long Chord bears South  $77^{\circ}47'25''$  East 143.27 feet); thence South  $1^{\circ}36'17''$  East 100.00 feet to the point of beginning.

Contains 426,039 sq. ft. or  
9.781 acres.

Part of Tax ID # 20-036-0040

**EXHIBIT "B"**

**10 foot wide Storm Drain Easement**

A 10.00 foot wide Storm Drain Easement being 5.00 feet each side of the following described centerline:

A part of the Northeast Quarter of Section 24, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Southerly Right of Way Line of Via Monoco Drive (Private Drive) in Weber County, Utah, which is 2041.25 feet South 0°26'54" West along the quarter Section line and 890.92 feet South 89°33'06" East from the North quarter corner of said Section 24; running thence South 73°24'06" East 99.52 feet to the Easterly line of said Lot 45, The Summit at Ski Lake No. 12 in Weber County, Utah.

Part of Tax ID # 20-036-0040

**Storm Drainage Pond Easement**

A part of the Northeast Quarter of Section 24, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Southerly right of way line of Via Monoco Drive (Private Drive), which is 2047.68 feet South 0°26'54" West along the quarter Section line and 988.18 feet South 89°33'06" East from the North quarter corner of said Section 24; running thence along said right of way line northeasterly along the arc of a 144.52 foot radius curve to the left a distance of 140.98 feet (central angle equals 55°53'39" and long chord bears North 59°40'08" East 135.46 feet) to the southerly boundary line of Under Par Properties; thence along said boundary line South 51°53'52" East 265.32 feet; thence North 83°02'33" West 332.88 feet; thence North 4°55'03" East 55.19 feet to the point of beginning

Contains 24,352 sq. ft. or  
0.559 acre.

Part of Tax ID # 20-036-0040

December 31, 2010

**The Summit at Ski Lake No. 11  
Temporary Construction Easement – Lot 41  
For fill from Phase No. 9**

A part of the Northeast Quarter of Section 24, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Northerly right of way line of Via Cortina Drive (Private Drive) said point is also the Southerly right of way line of Via Monaco Drive (Private Drive), which is 2144.74 feet South  $0^{\circ}26'54''$  West along the quarter Section line and 446.39 feet South  $89^{\circ}33'06''$  East from the North quarter corner of said Section 24; running thence along said Southerly right of way line of Via Monaco Drive the following three (3) courses; Northerly along the arc of a 15.00 foot radius curve to the right a distance of 30.05 feet (Central angle equals  $114^{\circ}46'45''$  and long chord bears North  $8^{\circ}55'48''$  West 25.27 feet), Northeasterly along the arc of a 70.00 foot radius curve to the right a distance of 29.67 feet (Central angle equals  $24^{\circ}16'54''$  and long chord bears North  $60^{\circ}36'01''$  East 29.44 feet), and North  $72^{\circ}44'28''$  East 65.00 feet; thence South  $5^{\circ}14'09''$  East 27.67 feet; thence South  $77^{\circ}24'35''$  East 242.58 feet; thence South  $21^{\circ}54'28''$  West 78.47 feet to the said Northerly right of way line of Via Cortina Drive; thence along said right of way line the following three (3) Courses; North  $74^{\circ}15'19''$  West 192.97 feet, Northwesterly along the arc of a 500.00 foot radius curve to the right a distance of 69.25 feet (Central angle equals  $7^{\circ}56'08''$  and long chord bears North  $70^{\circ}17'15''$  West 69.20 feet) and North  $66^{\circ}19'11''$  West 46.87 feet to the point of beginning.

Contains 22,046 sq. ft. or  
0.50611 acre.

WHEN RECORDED, MAIL TO:

Melven E. Smith, Esq.  
Smith Knowles, P.C.  
4723 Harrison Blvd, Suite 200  
Ogden, Utah 84403

**DECLARATION AND GRANT OF TEMPORARY  
CONSTRUCTION EASEMENT**

This DECLARATION AND GRANT OF TEMPORARY CONSTRUCTION EASEMENT (the "Easement Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between VALLEY ENTERPRISE INVESTMENT COMPANY, LLC ("Grantor") and WEBER COUNTY, a body politic located in the State of Utah ("Grantee").

**RECITALS:**

WHEREAS, Grantor owns that certain real property which has commonly been referred to as the proposed Phase 11 of the Summit at Ski Lake (hereinafter "Phase 11") which contains three (3) proposed residential lots, Lots 41, 42-R and 43;

WHEREAS, as a condition precedent to final approval of Phase 11, Weber County is requiring the creation and recordation of a temporary construction easement ("Temporary Construction Easement") to be located upon a portion of Lot 41. The legal description of the Temporary Construction Easement is more particularly described in Exhibit "A", a copy of which is attached hereto and by this reference made a part hereof;

WHEREAS, Grantor desires to grant and Grantee desires to receive a temporary construction easement upon, over, and across the Temporary Construction Easement for the purpose of providing a place for storage of construction materials, including but not limited to, fill dirt and other construction materials, generated from the construction and development of Phase No. 9, The Summit at Ski Lake (hereinafter "Phase 9"). The Temporary Construction Easement created herein is intended to expire only after completion of the development of Phase 9, thereby eliminating the need for the Temporary Construction Easement.

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this agreement, as well as the mutual benefits to be derived herefrom, Grantor and Grantee agree as follows:

**TERMS**

1. **Grant of Temporary Construction Easement.** Subject to the terms and conditions of this Easement Agreement, Grantor hereby grants and conveys to Grantee, as of the date hereof, a nonexclusive, temporary construction easement over and across the Temporary Construction Easement. Grantee, and all personnel within departments thereof, and any and all successors and assigns of Grantor, shall have full access to the Temporary Construction Easement for the purpose of providing a place for storage of construction materials, including but not limited to, fill dirt and other construction materials, generated from the construction and development of Phase 9. This Temporary Construction Easement shall automatically expire upon completion of all necessary improvements to Phase 9 in accordance with Weber County ordinances.

2. **Exclusive Use of Easement.** Exclusive use of the Temporary Construction Easement is expressly not granted, and the right to use the Easement is expressly reserved by Grantor, so long as any such use does not unreasonably interfere with the nonexclusive right and easement for the uses described herein and granted to Grantee, and so long as Grantee's rights to use and enjoyment of the Easement shall not be adversely affected thereby.

3. **Limited Uses.** The use by the holders of the dominant tenements of the Easement granted herein shall be limited to the uses as are described herein (the "Limited Uses"), which Limited Uses shall be made in such a manner as to least interfere with the use of the servant tenements by the owners thereof.

4. **Binding Effect.** Grantor further acknowledges, confirms and agrees that this Grant of Easement shall inure to the benefit of Grantee, and its successors and assigns, and shall be binding upon Grantor, its successors, heirs and assigns, and shall be deemed and constitute covenants running with the land upon the Temporary Construction Easement described in Exhibit "A". To these ends, Grantor further acknowledges and agrees that the Easement granted herein is not subject to prior liens, restrictions or encumbrances, except general property taxes and assessments not yet due and payable. In the event that any liens or encumbrances shall hereafter accrue against the Temporary Construction Easement, the lien or indebtedness evidenced by any such liens shall be subordinate to the Easement granted herein.

5. **Waiver.** The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

6. **Miscellaneous.** The provisions of this Easement Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Easement Agreement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against any party.

7. **Governing Law.** This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Utah. This Easement Agreement shall be recorded in the records of the County Recorder of Weber County, Utah.

8. **Third-Party Beneficiaries.** Nothing in this Easement Agreement is intended to create an enforceable right, claim or cause of action by any third party against any party to this Easement Agreement.

9. **Modifications.** This Easement Agreement may not be modified except with the consent of Grantor and Grantee, and then only by written instrument duly executed and acknowledged and recorded in the official real estate records of the County Recorder of Weber County, Utah.

DATED as of the \_\_\_\_ day of \_\_\_\_\_, 2012.

**GRANTOR:**

VALLEY ENTERPRISE INVESTMENT  
COMPANY, LLC

By: \_\_\_\_\_  
Its: Manager/ Authorized Agent

STATE OF UTAH            )  
                                      : ss  
COUNTY OF WEBER        )

On the \_\_\_\_ day of \_\_\_\_\_ 2012, Ray Bowden personally appeared before me duly sworn, did say that he is the Manager / Authorized Agent of Valley Enterprise Investment Company, LLC, the entity which executed the foregoing instrument, and that said instrument was signed in behalf of said entity by authority of its members and that the said entity executed the same.

\_\_\_\_\_  
Notary Public  
Residing at:

**GRANTEE:**

WEBER COUNTY, a body politic

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

STATE OF UTAH            )  
                                      : ss.  
COUNTY OF WEBER        )

On the day \_\_\_\_\_ of \_\_\_\_\_ 2012, \_\_\_\_\_ personally appeared before me duly sworn, did say that he/she is the \_\_\_\_\_ of Weber County who executed the foregoing instrument, and that said instrument was signed in behalf of said Weber County by authority and that said Weber County executed the same.

\_\_\_\_\_  
Notary Public  
Residing at:

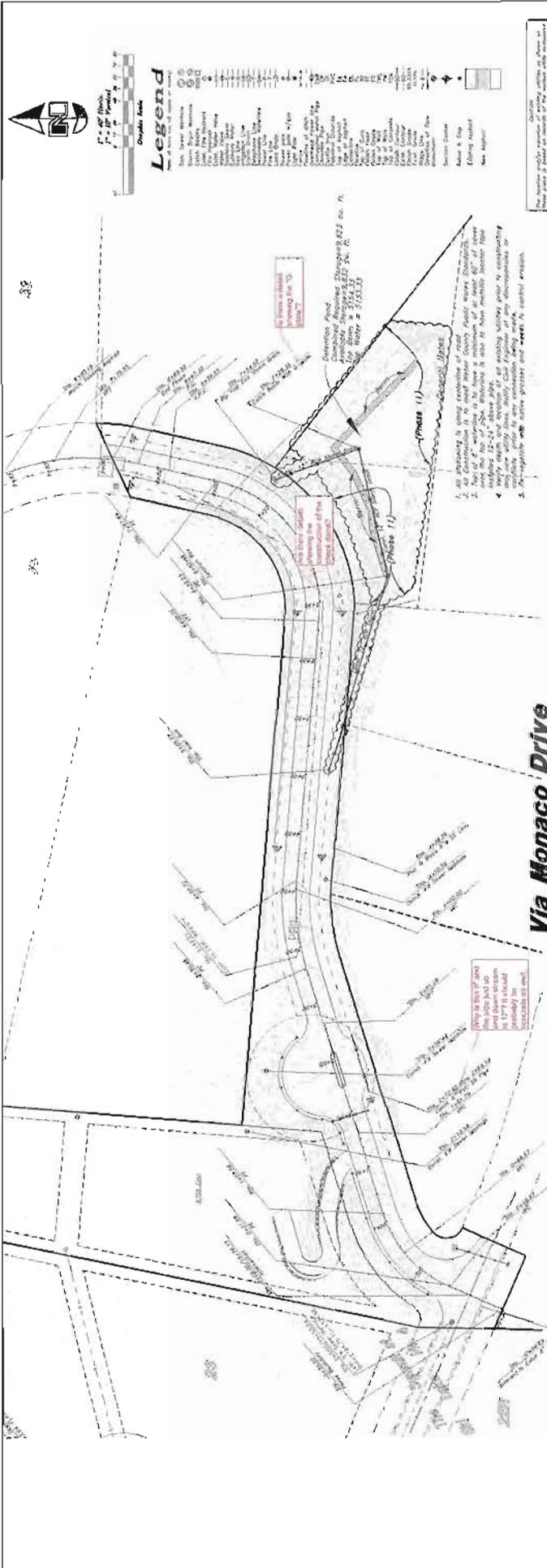
## Exhibit "A"

A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

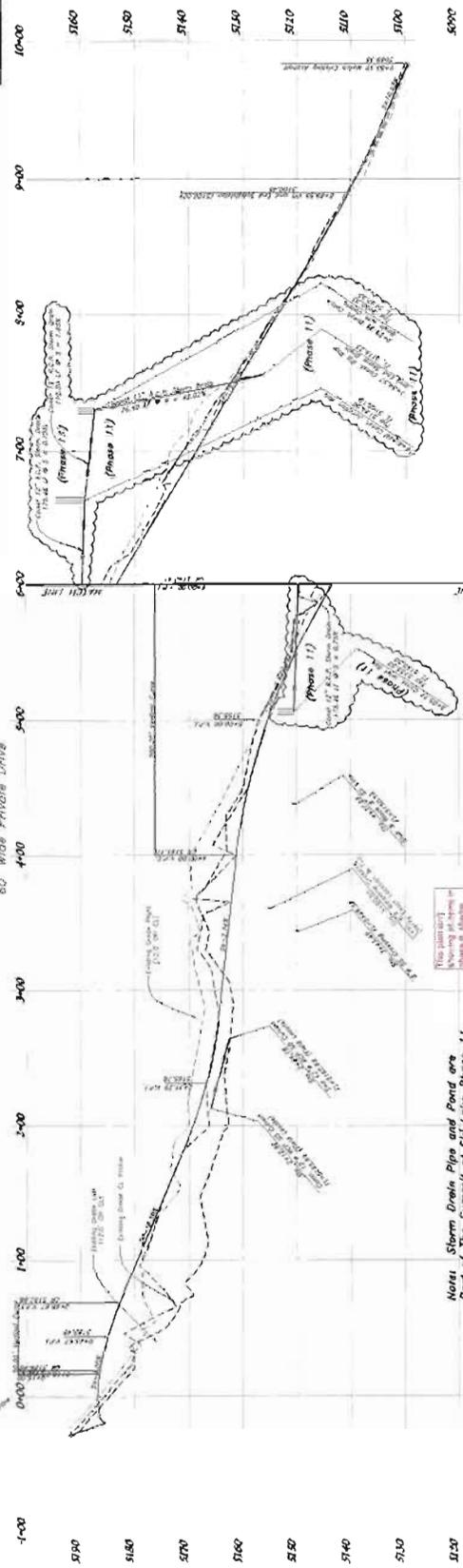
BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF VIA CORTINA DRIVE (PRIVATE DRIVE) SAID POINT IS ALSO THE SOUTHERLY RIGHT OF WAY LINE OF VIA MONACO DRIVE (PRIVATE DRIVE), WHICH IS 2144.74 FEET SOUTH 0°26'54" WEST ALONG THE QUARTER SECTION LINE AND 446.39 FEET SOUTH 89°33'06" EAST FROM THE NORTH QUARTER CORNER OF SAID SECTION 24; RUNNING THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF VIA MONACO DRIVE THE FOLLOWING THREE (3) COURSES; NORTHERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 30.05 FEET (CENTRAL ANGLE EQUALS 114°46'45" AND LONG CHORD BEARS NORTH 8°55'48" WEST 25.27 FEET), NORTHEASTERLY ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 29.67 FEET (CENTRAL ANGLE EQUALS 24°16'54" AND LONG CHORD BEARS NORTH 60°36' 01" EAST 29.44 FEET), AND NORTH 72°44'28" EAST 65.00 FEET; THENCE SOUTH 5°14 '09" EAST 27.67 FEET; THENCE SOUTH 77°24'35" EAST 242.58 FEET; THENCE SOUTH 21°54'28" WEST 78.47 FEET TO THE SAID NORTHERLY RIGHT OF WAY LINE OF VIA CORTINA DRIVE; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES; NORTH 74°15'19" WEST 192.97 FEET, NORTHWESTERLY ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 69.25 FEET (CENTRAL ANGLE EQUALS 7°56'08" AND LONG CHORD BEARS NORTH 70°17'15" WEST 69.20 FEET) AND NORTH 66°19'11" WEST 46.87 FEET TO THE POINT OF BEGINNING.

Contains 22,046 sq. ft. or  
0.50611 acre

Part of Tax ID # 20-036-0040



**Via Monaco Drive**  
60' wide Private Drive



Notes: Storm Drain Pipe and Pond are Part of The Summit at Ski Lake Phase 11. All other construction is part of The Summit at Ski Lake Phase 9).

**Plan & Profile**

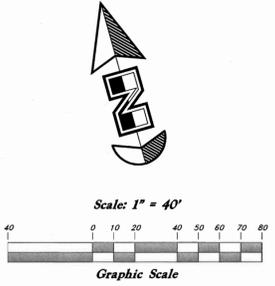
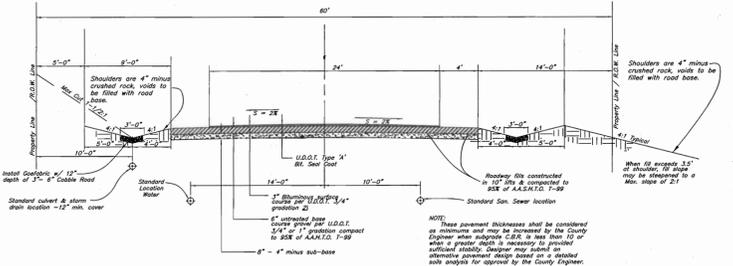
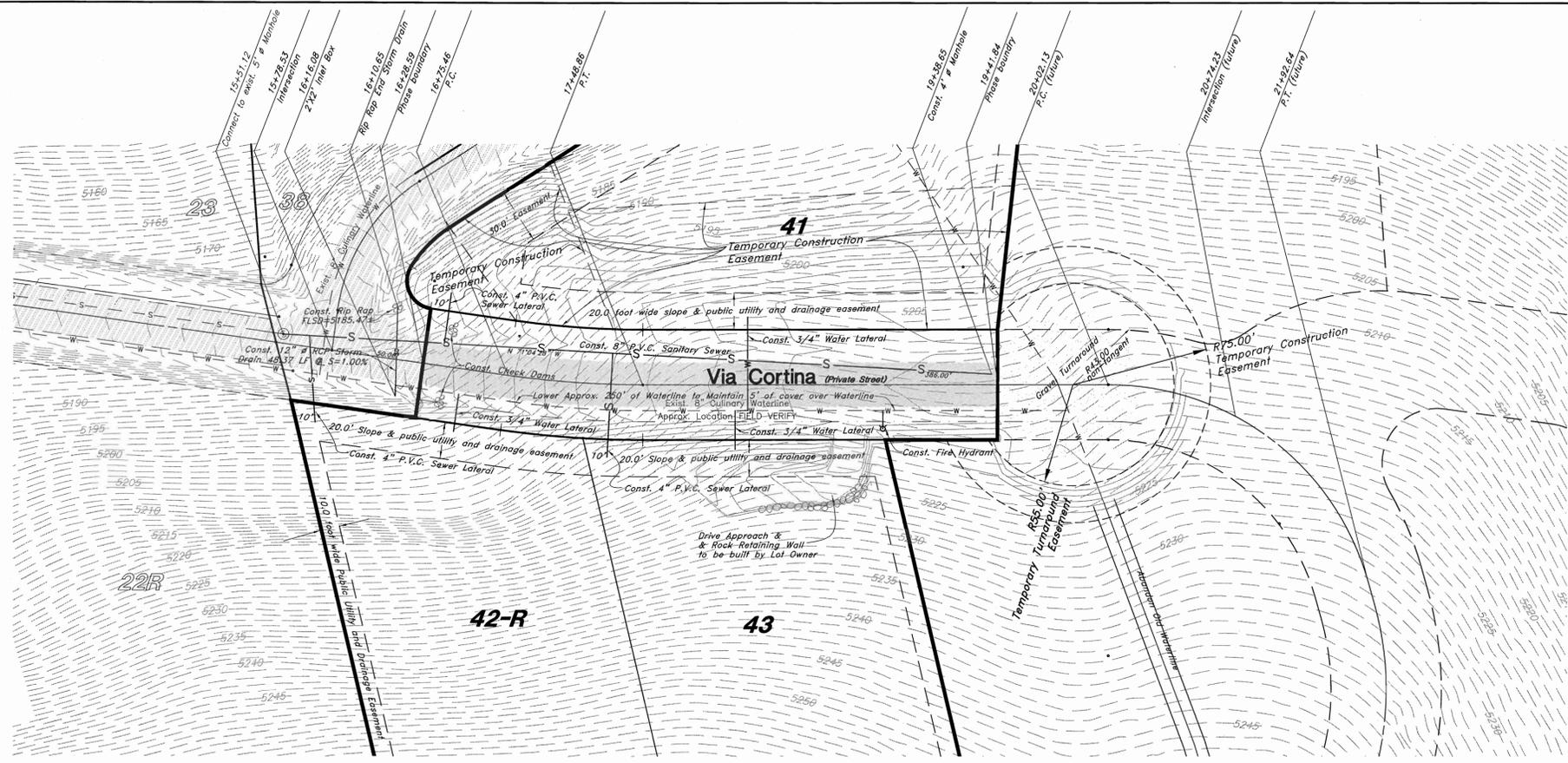
The Summit at Ski Lake No. 11  
A part of the Northwest 1/4 of Section 24, T46, R1C.  
Ski Lake Basin & Junction, U.S. Survey

DATE: 26 AUG. 2010  
SCALE: 1"=40'  
DRAWN BY: ACM  
CHECKED BY: 96N22D19R0

**GREAT BASIN ENGINEERING NORTH**  
2740 South 1200 East, Suite 205  
Provo, Utah 84601  
PHONE: 801-734-4411  
FAX: 801-734-4412  
WWW: GBE.NE.COM

**Hof**  
of X



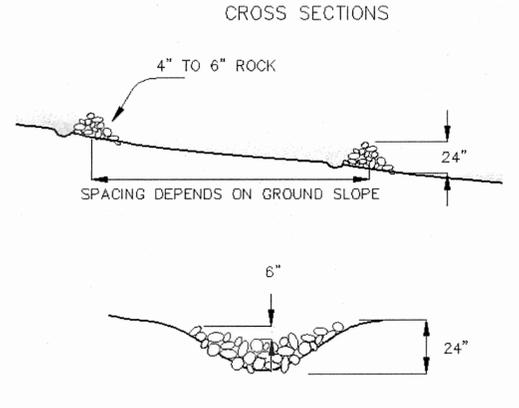
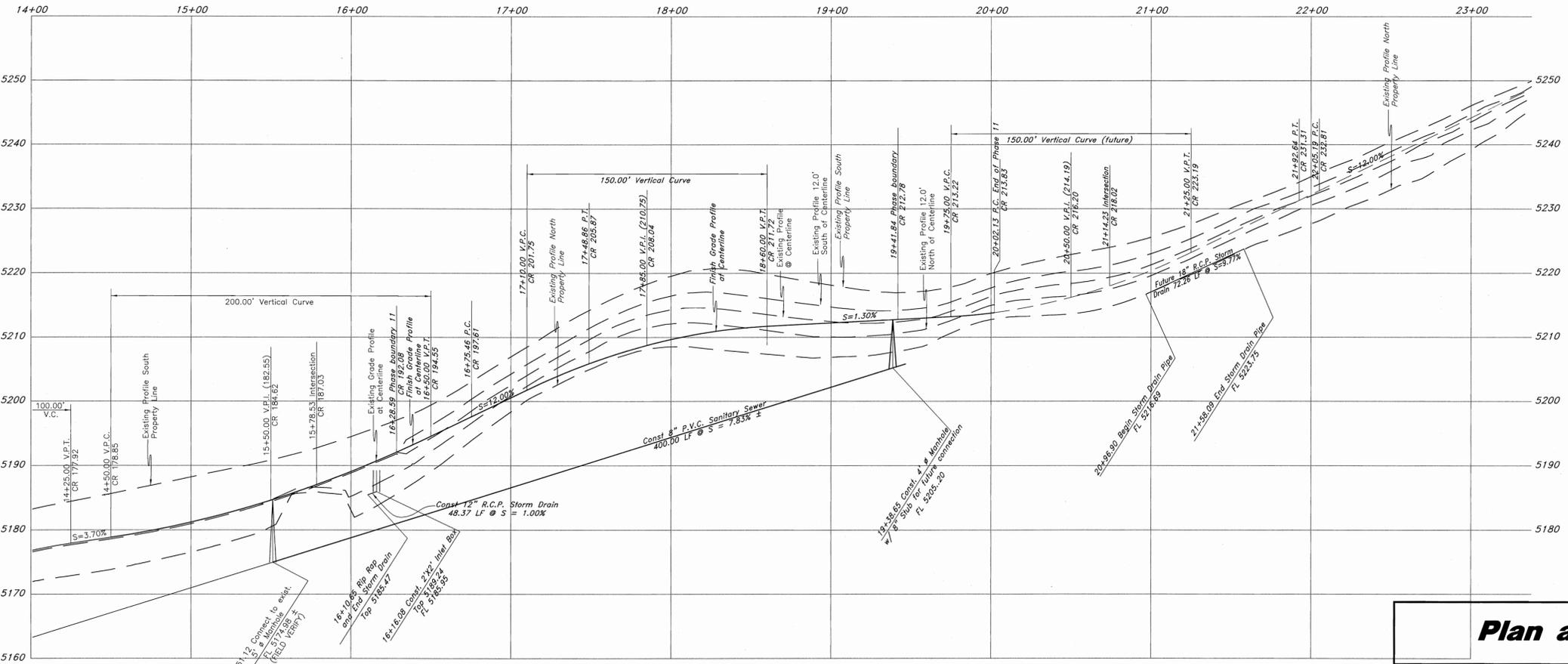


- Erosion Control Notes :**
- Sandbags will be placed at discharge locations to contain and divert storm water through straw bales.
  - An earthen berm 6" high will be constructed to contain the storm water and divert it to discharge areas.
  - Storm water will be discharged into an existing drainage system. Existing Lines shall be inspected prior to Certificate of Occupancy and cleaned if necessary.
  - The Storm Water Prevention Plan shall conform to all State Division of Environmental Protection Regulations.

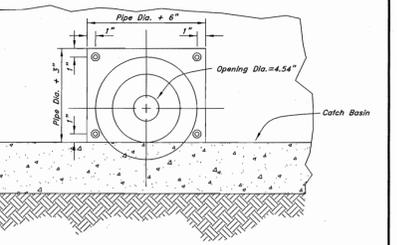
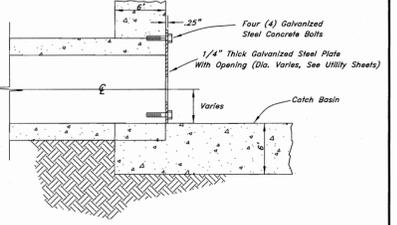
**Legend**  
(Note: All items may not appear on drawing)

Sanitary Sewer Manhole	⊙
Water Manhole	⊕
Storm Drain Manhole	⊖
Electric Manhole	⊗
Catch Basin	⊘
Proposed Fire Hydrant	⊙
Exist. Fire Hydrant	⊕
Proposed Water Valve	⊖
Sanitary Sewer Line	—S—
Culinary Water Line	—C—
Gas Line	—G—
Irrigation Line	—I—
Storm Drain Line	—SD—
Telephone Line	—T—
Secondary Water Line	—W—
Underground Power Line	—P—
Land Drain Line	—LD—
Fence	—X—X—
Flowline of Ditch	—F—
Polyvinyl Chloride	—PVC—
Top of Asphalt	—EA—
Centerline	—C—
Flowline of Curb	—FL—
Top of Curb	—TC—
Rim	—RM—
Finish Grade	95.33TA
Exist. Grade	95.72TA
Direction of Flow	→
Monument	⊙
Section Corner	⊕
Rebar & Cap	⊖
Existing Asphalt	▨
Proposed Asphalt	▩
Heavy Duty Asphalt	▧
Concrete	▦
Building or Structure	▤

**Via Cortina**  
60' wide Right of Way



**Check Dam Detail**



**Orifice Plate Detail**



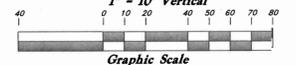
**Plan and Profile**

**The Summit at Ski Lake Phase 11**  
A part of the Southwest 1/4 of Section 13, a part of the Northeast 1/4 of Section 23, and a part of the Northwest 1/4 of Section 24, T6N, R1E, S16&M, U.S. Survey

<p><b>GREAT BASIN ENGINEERING NORTH</b> CONSULTING ENGINEERS AND SURVEYORS 5746 South 1475 East - Suite 200 Ogden, Utah 84403 P.O. Box 150048, Ogden, Utah 84415 Open (801)394-4515 Salt Lake City (801)321-0222 Fax (801)392-7544</p>	SCALE : 1" = 40'	DATE : 17 Dec, 2010	DRWG. NO.
	DRAWN : TK	REVISIONS : 19 Sep, 2011	1
96N120SUMMIT 11AIMP			Of 2



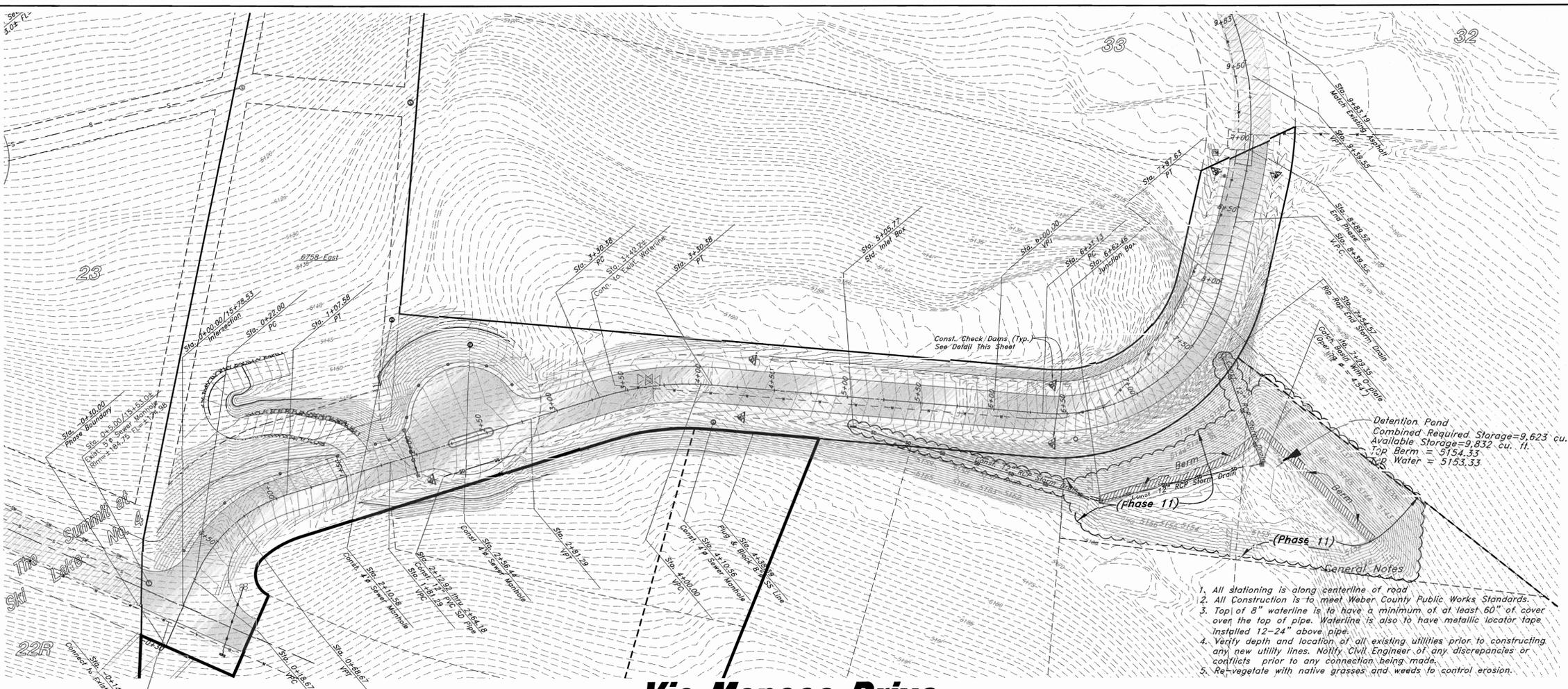
1" = 40' Horiz.  
1" = 10' Vertical



### Legend

(Note: All items may not appear on drawing)

- San. Sewer Manhole
- Storm Drain Manhole
- Catch Basins
- Exist. Fire Hydrant
- Fire Hydrant
- Water Valve
- Sanitary Sewer
- Culinary Water
- Gas Line
- Irrigation Line
- Storm Drain
- Telephone Line
- Secondary Waterline
- Power Line
- Fire Line
- Land Drain
- Power pole w/guy
- Light Pole
- Fence
- Flowline of ditch
- Overhead Power line
- Corrugated Metal Pipe
- Concrete Pipe
- Ductile Iron
- Polyvinyl Chloride
- Top of Asphalt
- Edge of Asphalt
- Centerline
- Flowline
- Top of Curb
- Finish Floor
- Finish Grade
- Top of Wall
- Top of Walk
- Top of Concrete
- Finish Contour
- Exist. Contour
- Finish Grade
- Exist. Grade
- Ridge Line
- Direction of Flow
- Monument
- Section Corner
- Rebar & Cap
- Existing Asphalt
- New Asphalt

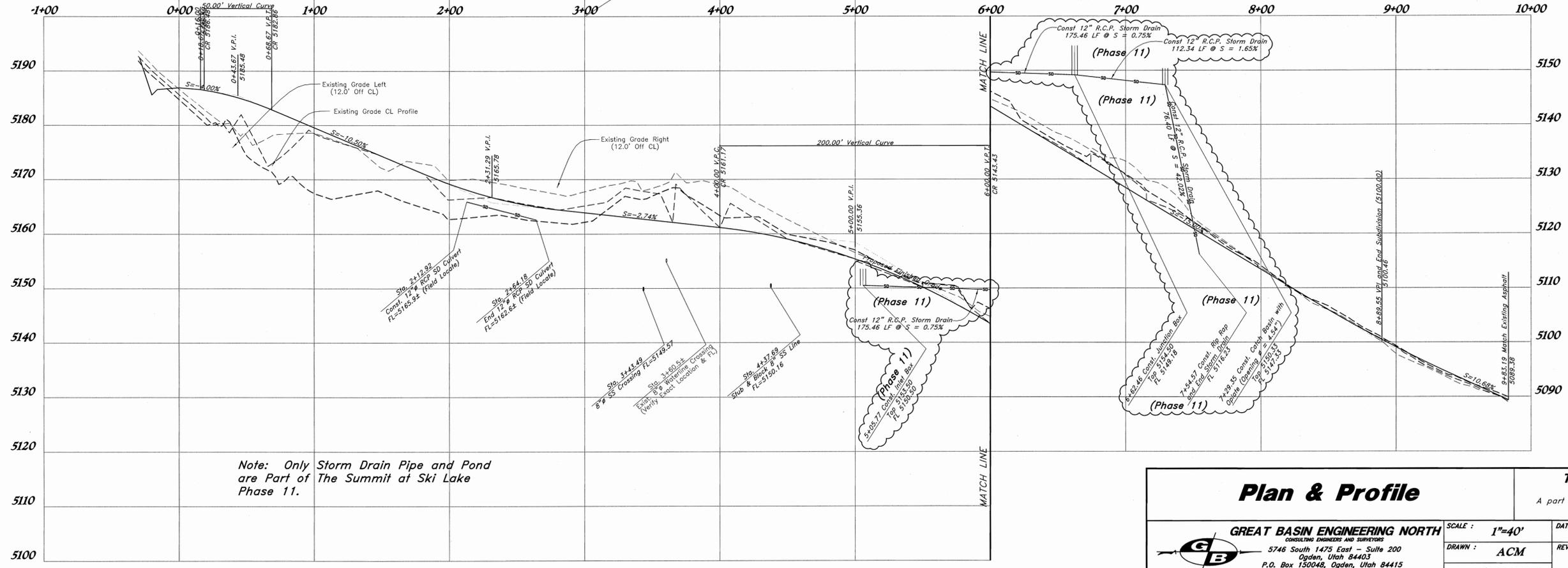


1. All stationing is along centerline of road
2. All construction is to meet Weber County Public Works Standards.
3. Top of 8" waterline is to have a minimum of at least 60" of cover over the top of pipe. Waterline is also to have metallic locator tape installed 12-24" above pipe.
4. Verify depth and location of all existing utilities prior to constructing any new utility lines. Notify Civil Engineer of any discrepancies or conflicts prior to any connection being made.
5. Re-vegetate with native grasses and weeds to control erosion.

**CAUTION**  
The location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and, where possible, measurement taken from the field. The information is not to be relied on as being exact or complete.

## Via Monaco Drive

60' wide Private Drive



Note: Only Storm Drain Pipe and Pond are Part of The Summit at Ski Lake Phase 11.

<b>Plan &amp; Profile</b>		<b>The Summit @ Ski Lake No. 11</b>	
Huntsville District, Weber County, Utah A part of the Northwest 1/4 of Section 24, T6N, R1E, Salt Lake Base & Meridian, U.S. Survey			
<p><b>GREAT BASIN ENGINEERING NORTH</b> CONSULTING ENGINEERS AND SURVEYORS 5746 South 1475 East - Suite 200 Ogden, Utah 84403 P.O. Box 150048, Ogden, Utah 84415 Ogden (801)394-8215 Salt Lake City (801)521-0222 Fax (801)392-7544</p>	SCALE : 1"=40'	DATE : 26 Aug, 2010	
	DRAWN : ACM	REVISIONS :	
		96N120V9S3	

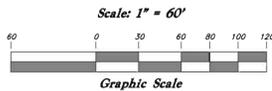
# The Summit at Ski Lake No. 11

A part of the Northeast Quarter of Section 24, T6N, R1E, SLB & M., U.S. Survey  
Weber County, Utah  
September 2011

**NARRATIVE:**

At the request of Ray Bowden, owner and developer of The Summit at Ski Lake No. 11, we have prepared this (3) three lot subdivision plat.  
This is the eleventh phase of The Summit at Ski Lake Estates and it adjoins The Summit at Ski Lake No. 4 and 9 on its Westerly boundary and Via Cortina Drive (Private).  
The basis of bearing for this plat is S 89°36'57" E between the Brass Caps found at the Northwest corner and the North 1/4 corner of Section 24, Township 6 North, Range 1 East, Salt Lake Base & Meridian, U.S. Survey. This bearing base has been used throughout the Ski Lake Developments adjacent to this property.  
This supercedes the original Record of Survey for No. 11 which was filed as a 9 lot subdivision, Survey #4100, Filed Aug. 5, 2008.

A 5/8"Ø rebar 24" long with plastic cap (see detail below) was set at all property corners.



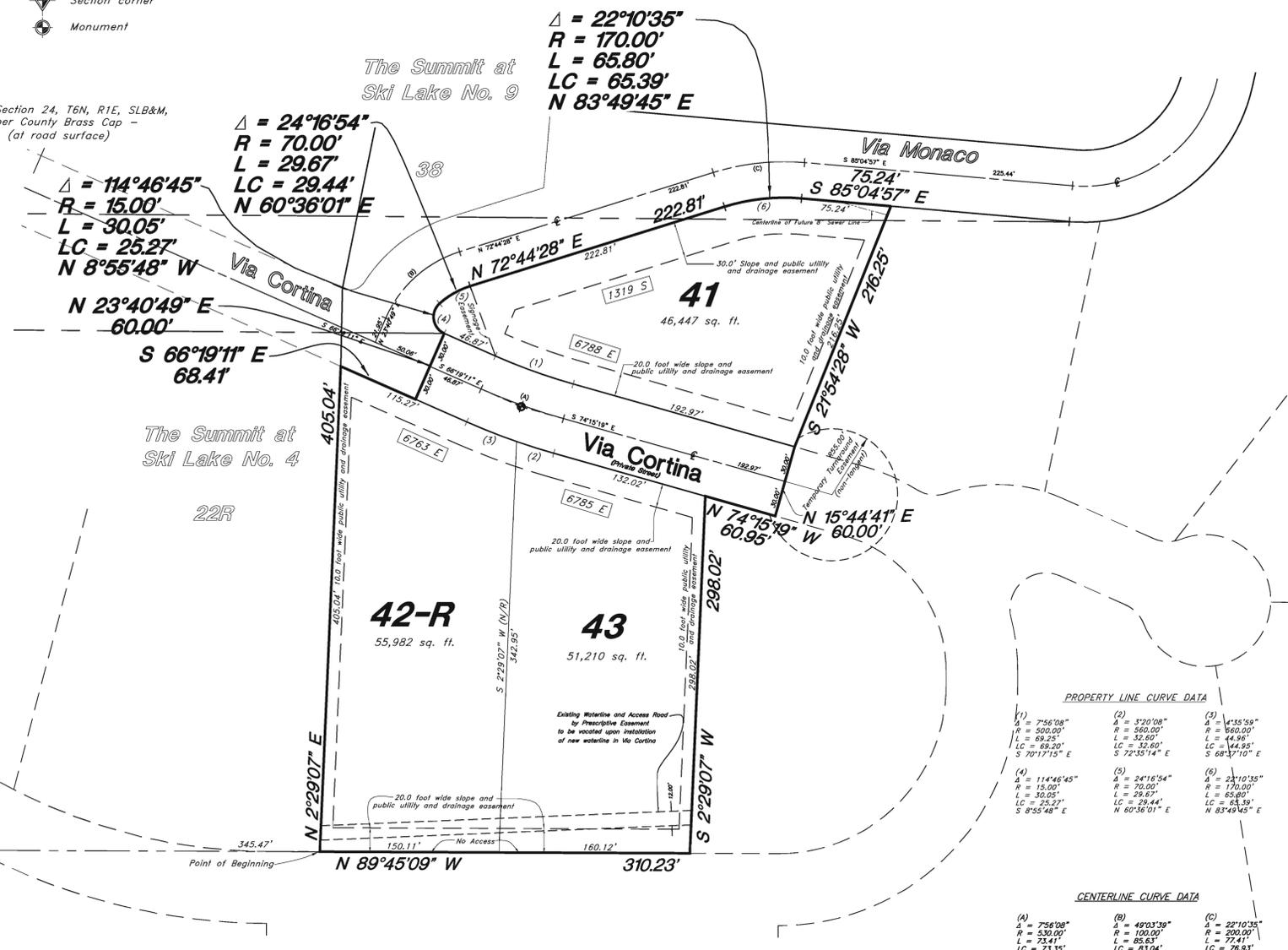
**LEGEND**

- Found Rebar & Cap w/Fencepost Set 5/8"Ø Rebar (24" long) & cap w/Fencepost
- ◆ Section corner
- ⊙ Monument

Northwest corner of Section 24, T6N, R1E, SLB&M, U.S. Survey, Found Weber County 3 1/2" Brass Cap Monument, Good Condition, 15" below ground dated 2006

(2660.82' W.C.S.)  
(S 89°36'46" E W.C.S.)

North 1/4 corner of Section 24, T6N, R1E, SLB&M, U.S. Survey Found Weber County Brass Cap - (1991) Good Condition. (at road surface)



**NOTE:**

1. 10' wide Public Utility and Drainage Easements each side of Property line as indicated by dashed lines, except as otherwise shown.
2. 20' cut and fill easements along frontage of lots as shown.
3. Location of centerline monuments to be set upon completion of improvements.
4. Private Streets also serve as Public Utility Easements

**SURVEYOR'S CERTIFICATE**

I, Mark E. Babbitt, do hereby certify that I am a Registered Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 166484 in accordance with Title 58 Chapter 22, Professional Engineers and Land Surveyors Licensing Act. I also do hereby certify this plat of The Summit at Ski Lake No. 11 in Weber County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision based on data compiled from records in the Weber County Recorder's Office, and of a survey made on the ground in accordance with Section 17-23-17. Monuments have been set as depicted on this drawing.  
I also certify that all the lots within this plat of The Summit at Ski Lake No. 11 meet the frontage and area requirements of the Weber County Zoning Ordinance.  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

166484

License number

Mark E. Babbitt

**OWNER'S DEDICATION**

I, the undersigned owner of the herein described tract of land, do hereby set apart and subdivide the same into lots and private street as shown on this plat, and name said tract The Summit at Ski Lake No. 11 and do hereby dedicate and reserve unto themselves, their heirs, their grantees 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 owners, their successors, or assigns) on, over and across all those portions or parts of said tract of land designated on said plat as Private Street (Private Right of Way) as access to the individual lots, to be maintained by The Summit at Ski Lake Owners Association whose membership consists of said owners, their grantees, successors, or assigns, and also grant and dedicate a perpetual right and easement over, upon and under Private Streets and the lands designated hereon 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 lines, storm drainage facilities or for the perpetual preservation of water drainage 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.  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

~Valley Investments, LLC.~

Ray Bowden - Managing Member

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ } ss  
County of \_\_\_\_\_ }  
On the \_\_\_\_\_ day of \_\_\_\_\_, 2011, personally appeared before me, Ray Bowden who being by me duly sworn did say that he is Managing Member of Valley Investments, LLC, and that said instrument was signed in behalf of said Corporation by a resolution of its Board of Directors and Ray Bowden acknowledged to me that said Corporation executed the same.

Residing at: \_\_\_\_\_ A Notary Public commissioned in Utah

Commission Expires: \_\_\_\_\_ Print Name \_\_\_\_\_

**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 the lines and monuments on record in the county offices. The approval of this plat by the Weber County Surveyor does not relieve the Licensed Land Surveyor who executed this plat from the responsibilities and/or liabilities associated therewith.  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Signature \_\_\_\_\_

**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 \_\_\_\_\_, 2011.

Title \_\_\_\_\_

Attest \_\_\_\_\_ Chair, Weber County Commission

**BOUNDARY DESCRIPTION**

A part of the Northeast Quarter of Section 24, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:  
Beginning at a point which is 71.21 feet North 0°26'54" East along the Quarter section line and 345.47 feet South 89°33'06" East from the Center of Section 24; and running thence North 2°29'07" East 405.04 feet along said East boundary line of the Summit at Ski Lake No. 4; and thence seven (7) courses along the Southerly line of the Summit at Ski Lake No. 9, a subdivision located in Weber County, Utah as follows: South 66°19'11" East 68.41 feet; North 23°40'49" East 60.00 feet to a point of curvature; Northerly along the arc of a 15.00 foot radius curve the right a distance of 30.05 feet (Central Angle equals 114°46'45" and Long Chord bears North 8°55'48" West 25.27 feet) to a point of compound curvature; Northeasterly along the arc of a 70.00 foot radius curve to the right a distance of 29.67 feet (Central Angle equals 24°16'54" and Long Chord bears North 60°36'01" East 29.44 feet) to a point of tangency; North 72°44'28" East 222.81 feet to a point of curvature; Easterly along the arc of a 170.00 foot radius curve to the right a distance of 65.80 feet (Central Angle equals 22°10'35" and Long Chord bears North 83°49'45" East 65.39 feet) to a point of tangency and South 85°04'57" East 75.24 feet; thence South 21°54'28" West 216.25 feet; thence South 15°44'41" West 60.00 feet; thence North 74°19'15" West 60.95 feet; thence South 2°29'07" West 298.02 feet; thence North 89°45'09" West 310.23 feet to the point of beginning.  
Contains 172,433 square feet  
Or 3.959 acres

Center of Section 24 T6N, R1E, SLB&M, U.S. Survey Found Weber County Monument Dated 2005 Good Condition

**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 effect.  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Signature \_\_\_\_\_

**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 \_\_\_\_\_, 2011.

Signature \_\_\_\_\_

Snowbasin Resort Company

Developer:  
Valley Enterprise Investment Company, LLC.  
Ray Bowden - President  
5393 East 6850 North  
Eden, UT. 84310

**OGDEN VALLEY TOWNSHIP PLANNING COMMISSION**

This is to certify that this subdivision plat was duly approved by the Ogden Valley Township Planning Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Chair, Ogden Valley Township Planning Commission



5746 SOUTH 1475 EAST OGDEN, UTAH 84403  
MAIN (801)394-4515 B.L.C (801)521-0222 FAX (801)392-7544  
WWW.GREATBASINENGINEERING.COM

**WEBER COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
FILED FOR RECORD AND  
RECORDED \_\_\_\_\_ AT \_\_\_\_\_  
IN BOOK \_\_\_\_\_ OF OFFICIAL  
RECORDS, PAGE \_\_\_\_\_ RECORDED  
FOR \_\_\_\_\_

WEBER COUNTY RECORDER  
BY: \_\_\_\_\_ DEPUTY