

WHEN RECORDED, MAIL TO:

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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  
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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.