



Dana Schuler  
Weber County Engineering Division  
2380 Washington Blvd. #240  
Ogden, UT 84401

RE: Summit at Powder Mountain Phase 1B, Lot35, PRUD  
Response to Engineering Comments

Ms. Shuler,

The following are comments and responses pertaining to the civil engineering plans from your review and received on December 12, 2013.

**Plat specific comments:**

1. "Owner's Consent to Record" – sentence regarding narrowing of easements – A separate meeting is scheduled for 12/11/13 to discuss the notes. A summary of this meeting will be posted subsequent to this review.

*Response: Updated Plat notes as received on 12/13/13 from Ballard Spahr.*

2. Two notes on right side of sheet are cut off.

*Response: Adjusted location of Plat on sheet, now all annotation a visible and legible.*

3. Spelling error in Commission signature block.

*Response: Checked and updated all spelling in commissioner signature block.*

4. Need CC&R's.

*Response: Watts Enterprises is working with the County on this item, per the meeting on 12/11/13.*

**Improvement Plans specific:**

1. Sheet 1.02 – Pavement section – if now using County minimum standard, base should be 6" thick, GB 8" thick (it is reversed on detail).

*Response: Detail has been corrected*

2. Sheet 1.02 – Provide copy of easements for utilities outside of property.

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5217 SOUTH STATE STREET, STE 300 | MURRAY, UT 84107 | WWW.NV5.COM | OFFICE 801.743.1300 | FAX 801.743.0300

CONSTRUCTION QUALITY ASSURANCE - INFRASTRUCTURE ENGINEERING - MUNICIPAL OUTSOURCING - ASSET MANAGEMENT - ENVIRONMENTAL SERVICES

*Response: There is (1) off-site easement associated with this project. It was sent to you on 11/27 with all the other easement documents, and has been attached again to this letter.*

3. Sheet 1.02 – At parking lot entrance, what is the 19.6’ dimension for?

*Response: Dimension removed.*

4. Sheet 1.02 – Keynote 12 – incorrect reference to APWA plan number.

*Response: Callout now references correct plan.*

5. Sheet 1.02 – Need detail for ”ribbon curb.”

*Response: Ribbon detail has been added.*

6. Sheet 1.02 – Who is installing the gas lines? If contractor, specify size and type of lines.

*Response: Gas lines are shown as reference only, not to be included in contract.*

7. Sheet 1.02 – Lift station:

1. Need all weather access to lift station.

*Response: Wet well will have permanent backup generator and is located adjacent to a groomed ski trail. PMWSID is reviewing the improvement plans for acceptance.*

2. Wet well/water line separation.

*Response: waterline has been updated to meet separation.*

8. Sheet 1.03 – Provide more specific reference to geotech report.

*Response: call outs now reference geotech report date.*

9. Sheet 1.03 – Improvements related to parking lot should not encroach into road right-of-way.

*Response: Site plan & Grading plan have been updated to keep improvements out of ROW.*

10. Sheet 1.03 – Fill slopes around parking lot exceed geotech recommendation.

*Response: Fill slopes have been updated to meet geotech recommendations.*

11. Electrical Plans:

1. E-2 – Generator is sitting on top of water line.



OFFICES NATIONWIDE

*Response: Generator pad has been moved.*

2. E-2 – Where is the fuel storage?

*Response: Fuel storage tank is a part of the generator itself*

Regards,



Ryan Cathey, PE  
Engineering Manager

CC: Jared Andersen, PE- Weber County Engineer  
Rick Everson, PE- Watts Enterprises, Inc.-Land Owner's Representative

**NIVIS**

OFFICES NATIONWIDE

WHEN RECORDED, RETURN TO:

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

**EASEMENT AGREEMENT  
FOR WATER AND SEWER SERVICE**

This EASEMENT AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 2013, by and between Summit Mountain Holding Group, L.L.C., a Utah limited liability company ("Grantor"), and Powder Mountain Water and Sewer Improvement District, a political subdivision of Weber County, its successors and assigns ("Grantee").

**R E C I T A L S**

A. Grantor is the owner of certain real property located in Weber County, Utah, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Grantor's Property"). Grantor's Property is also depicted visually on Exhibit "B" which is attached hereto and incorporated herein by this reference.

B. Grantee provides water and sewer service and has committed to provide such services for a new project being developed adjacent to Grantor's Property. To provide such water and sewer service, Grantee desires an easement over Grantor's Property.

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

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

**A G R E E M E N T**

1. Grant of Easement. Grantor hereby grants to Grantee and the Benefited Parties (defined below) a perpetual non-exclusive easement (the "Easement") over, across, and through Grantor's Property for pedestrian and vehicular ingress, egress and access as may be reasonably necessary to construct, operate and maintain water mains, sewer mains, pipes, tanks, and related facilities and improvements (the "Improvements") for the provision of water and sewer service. The Easement shall be an easement in gross for the benefit of Grantee and shall be covenants running with the land or equitable servitudes, as the case may be.

2. Maintenance. Grantee shall have the sole authority and responsibility to maintain any Improvements placed by Grantee within Grantor's Property. Grantee shall maintain any Improvements in good condition and repair at its sole expense. It is understood and agreed that

the Benefited Parties may use large vehicles and equipment to construct and maintain the Improvements.

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

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

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

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

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

5. Covenants to Run with the Land. The Easement, rights and interests granted herein shall constitute covenants running with the land, and shall burden Grantor's Property as the servient estate, and shall be binding upon Grantor, its successors, assigns and any person acquiring, leasing or otherwise owning an interest in Grantor's Property, and shall inure to the benefit of Grantee and the Benefited Parties.

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

7. General Provisions.

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

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

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

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

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

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

*[Signatures on Following Pages]*

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

**GRANTOR:**

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

By: Summit Revolution LLC  
Its: Managing Member

By: \_\_\_\_\_  
Name: Elliott Bisnow  
Its: Manager

By: \_\_\_\_\_  
Name: Gregory Vincent Mauro  
Its: Manager

**GRANTEE:**

POWDER MOUNTAIN WATER AND SEWER  
IMPROVEMENT DISTRICT

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





**EXHIBIT "A"**

**Grantor's Property**

BEGINNING AT A POINT THAT IS SOUTH 1090.71 ALONG THE SECTION LINE AND EAST 150.96' FROM THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE SOUTH 51°37'45" WEST 238.96 FEET; THENCE SOUTH 72°11'24" WEST 165.13 FEET; THENCE SOUTH 57°01'18" WEST 189.04 FEET; THENCE NORTH 32°58'42" WEST 16.16 FEET; THENCE NORTH 55°23'34" EAST 147.96 FEET; THENCE NORTHEASTERLY ALONG A 189.53 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS NORTH 62°04'03" EAST 107.51 FEET) THROUGH A CENTRAL ANGLE OF 32°57'09", A DISTANCE OF 109.00 FEET; THENCE NORTH 66°13'54" EAST 109.20 FEET; THENCE NORTH 44°13'36" EAST 93.75 FEET; THENCE NORTH 55°37'50" EAST 116.02 FEET; THENCE NORTH 67°47'02" EAST 31.93 FEET; THENCE SOUTH 84°07'41" EAST 27.35 FEET; THENCE SOUTH 60°36'32" EAST 97.72 FEET; THENCE SOUTH 06°16'23" EAST 36.19 FEET; THENCE SOUTH 75°14'39" WEST 5.00 FEET; THENCE NORTH 63°37'15" WEST 119.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 23,381 SQFT OR .537 ARCES

**EXHIBIT “B”**

**Depiction of Grantor’s Property**

**(attached)**

# SUMMIT AT POWDER MOUNTAIN PHASE 1B, DEVELOPMENT PARCEL B SEWER EASEMENT

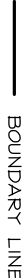

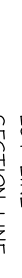
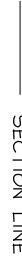







LOCATED IN THE SOUTH HALF OF SECTION 5, AND THE NORTH HALF OF SECTION 8,  
TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN

### LEGAL DESCRIPTION

BEGINNING AT A POINT THAT IS SOUTH 1090.71' ALONG THE SECTION LINE AND EAST 150.96' FROM THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE SOUTH 51°37'45" WEST 238.96' FEET; THENCE SOUTH 72°11'24" WEST 165.13' FEET; THENCE SOUTH 57°01'18" WEST 189.04' FEET; THENCE NORTH 32°58'42" WEST 16.16' FEET; THENCE NORTH 55°23'34" EAST 147.96' FEET; THENCE NORTHEASTERLY ALONG A 189.53' FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS NORTH 62°04'03" EAST 107.51' FEET) THROUGH A CENTRAL ANGLE OF 32°57'09", A DISTANCE OF 109.00' FEET; THENCE NORTH 66°13'54" EAST 109.20' FEET; THENCE NORTH 44°13'36" EAST 93.75' FEET; THENCE NORTH 55°37'50" EAST 116.02' FEET; THENCE NORTH 67°47'02" EAST 31.93' FEET; THENCE SOUTH 84°07'41" EAST 27.35' FEET; THENCE SOUTH 60°36'32" EAST 97.72' FEET; THENCE SOUTH 06°16'23" EAST 36.19' FEET; THENCE SOUTH 75°14'39" WEST 5.00' FEET; THENCE NORTH 63°37'15" WEST 119.37' FEET TO THE POINT OF BEGINNING.

CONTAINING 23,381 SQFT OR .537 ACRES

### LEGEND

-  BOUNDARY LINE
-  LOT LINE
-  QUARTER SECTION LINE
-  COUNTY LINE
-  ADJOINER DEED LINES
-  AREA TIE LINES
-  CALCULATED SECTION CORNER AS NOTED
-  SECTION CORNER AS NOTED
-  PRIVATE AREA
-  COMMON AREA
-  EASEMENT

