Date: November 5, 2026

To: Weber County Board of County Commissioners

From: Sean Wilkinson
Director, Community Development Department

Subject: Request for approval of an Avalanche Mitigation and Access Easement between Weber County and Summit Mountain Holding Group, LLC

Agenda Date: November 10, 2026

Documents: Exhibit A: Avalanche Mitigation and Access Easement

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Summary: Summit Mountain Holding Group, LLC has requested an easement for Avalanche Mitigation and Access purposes on property owned by Weber County. The requested easement affects Parcel 23-044-0012, which is adjacent to Powder Mountain Ski Resort. The easement's purpose is for safe ski resort operations by conducting, or causing to be conducted, snow avalanche mitigation measures and snow safety techniques on the property, including avalanche monitoring, assessment, forecasting, prevention, control, mitigation, response, and related activities that Grantee determines are reasonably necessary or appropriate to reduce or manage avalanche hazards and support safe ski area operations. Following is a summary:

- Avalanche mitigation activities shall be conducted in a manner intended to minimize unnecessary disturbance of the property, to the extent reasonably practicable.
- Typical winter access is anticipated to occur from October through April. Non-winter use may also occur for monitoring, erosion control and revegetation, slope stability work, and emergency activities.
- Temporary restrictions on public access may occur during avalanche control and mitigation operations.
- The easement is nonexclusive, except the County may not grant rights or easements to others that interfere with this easement.
- The easement is perpetual unless terminated by mutual consent of the parties, or by the County for the purpose of converting the use of the property. If this occurs, the County shall give written notice at least 12 months in advance.

Exhibit A

AVALANCHE MITIGATION AND ACCESS EASEMENT

Tax Parcel No.: 230440012

After Recording Return To:
Summit Mountain Holding Group LLC
3923 North Wolf Creek Drive
Eden, Utah 84310

This **AVALANCHE MITIGATION AND ACCESS EASEMENT** (this "Easement") is made and granted as of the 10th day of November, 2026, by WEBER COUNTY, a political subdivision of the State of Utah ("Grantor"), in favor of SUMMIT MOUNTAIN HOLDING GROUP, LLC, a limited liability company ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain real property located in Weber County, State of Utah, identified as Weber County Tax Parcel No. 230440012 and more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, all or portions of the Property are located within or adjacent to terrain that may be subject to avalanche conditions or may constitute avalanche starting zones, avalanche paths, runout areas, access areas, or other areas relevant to avalanche monitoring, control, mitigation, or response;

WHEREAS, Grantee operates a ski resort in the vicinity of the Property and has an interest in safely operating the ski resort through snow avalanche mitigation measures, snow safety techniques, ski area operations, and access necessary to protect skiers, employees, emergency responders, infrastructure, improvements, and other persons and property from hazards associated with avalanches;

WHEREAS, effective avalanche hazard management and safe ski area operations may require access to and use of the Property for observation, assessment, monitoring, prevention, control, triggering, mitigation, removal, and management of avalanche hazards, which may include clearing and grading, grooming, maintenance, erosion control, revegetation, slope stability work, emergency activities, and related operational purposes;

WHEREAS, Grantor desires to grant Grantee a perpetual, nonexclusive easement over and across the Property for such purposes, subject to the terms and conditions set forth herein and to the terms of any existing conservation easement or other recorded restrictions affecting the Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to Grantee the following easement rights:

GRANT OF EASEMENT

Grantor hereby grants and conveys to Grantee, its employees, officers, agents, contractors, consultants, emergency responders, licensees, successors, and assigns, a perpetual, nonexclusive easement and right of access over, across, upon, through, and, as reasonably necessary, above the Property (the "Easement Area") for the purposes described in this Easement.

The Easement Area shall consist of the entirety of the Property described in Exhibit A.

PURPOSE OF EASEMENT

The Easement is granted for the purpose of permitting Grantee to safely operate the ski resort by conducting, or causing to be conducted, snow avalanche mitigation measures and snow safety techniques on the Property, including avalanche monitoring, assessment, forecasting, prevention, control, mitigation, response, and related activities that Grantee determines are reasonably necessary or appropriate to reduce or manage avalanche hazards and support safe ski area operations.

Such activities may include, without limitation:

(a) using, entering or traversing the Easement Area for maintenance, snow safety, avalanche mitigation, and emergency response by foot, ski, snowshoe, snowmobile, snowcat, tracked vehicle, helicopter, unmanned aircraft system, or other reasonable means;

(b) inspecting and monitoring snowpack, weather, terrain, avalanche starting zones, avalanche paths, and runout areas;

(c) installing, operating, maintaining, repairing, replacing, and removing temporary or permanent avalanche monitoring, warning, communications, or mitigation equipment;

(d) conducting ski cutting, snow stabilization, mechanical mitigation, remote avalanche-control operations, or other professionally accepted avalanche-control techniques;

(e) using, to the extent lawfully authorized and reasonably necessary for avalanche mitigation, explosives, explosive delivery systems, artillery, gas-explosion systems, remote avalanche-control devices, or other technologies or methods lawfully used for avalanche mitigation;

(f) intentionally triggering or releasing snow or avalanches when Grantee or its avalanche-control personnel determine that doing so is appropriate for avalanche-hazard mitigation;

(g) removing or managing snow, avalanche debris, trees, vegetation, rocks, or other material when reasonably necessary for avalanche mitigation, access, public safety, or protection of infrastructure;

(h) grooming, routine ski area maintenance, construction best management practices, erosion control, revegetation, slope stability work, and related maintenance and operational activities related to avalanche control and mitigation;

(i) temporarily restricting access to the Easement Area during avalanche-control, snow safety, or emergency operations;

(j) accessing adjoining avalanche starting zones, paths, runout areas, ski runs, roads, infrastructure, or other lands where access through the Property is reasonably necessary to conduct avalanche mitigation or emergency activities; and

(k) performing all other activities reasonably incidental to the foregoing purposes.

PROFESSIONAL JUDGMENT

The timing, location, frequency, method, and extent of avalanche mitigation activities shall be determined by Grantee or the qualified avalanche-control professionals acting on Grantee's behalf, based upon snow, weather, terrain, operational, safety, and other relevant conditions.

Nothing in this Easement requires Grantee to undertake avalanche mitigation at any particular time or location or to employ any particular avalanche-control method.

NO GUARANTEE OF PROTECTION

Each party acknowledges that avalanches are naturally occurring phenomena and that avalanche forecasting, control, and mitigation involve inherent uncertainty.

The grant of this Easement and Grantee's exercise or nonexercise of the rights granted herein do not constitute a representation, warranty, or guarantee that avalanches will not occur or that any person, structure, road, improvement, or property will be protected from avalanche hazards or damage.

Nothing contained in this Easement shall create a duty on the part of either party to provide avalanche protection to the other party, the Property, or any person or property except to the extent expressly required by applicable law.

ACCESS

Grantee shall have the right to enter the Easement Area at such times and with such personnel, vehicles, machinery, equipment, and materials as Grantee reasonably determines necessary to exercise the rights granted by this Easement. Typical winter operations are anticipated to occur primarily from October through April. During non-winter months, Grantee may access and use the

Easement Area for monitoring, erosion control and revegetation, slope stability work, and emergency activities.

Except in an emergency or when avalanche conditions make advance notice impracticable, Grantee shall use reasonable efforts to coordinate material avalanche-control activities with Grantor.

Nothing herein requires Grantee to obtain Grantor's separate consent before exercising rights expressly granted by this Easement.

CONTRACTORS AND THIRD-PARTY OPERATORS

Grantee may exercise its rights under this Easement directly or through qualified employees, agents, contractors, consultants, avalanche professionals, ski patrol personnel, emergency responders, or other persons retained or authorized by Grantee.

Grantee may require any contractor performing avalanche-control operations pursuant to this Easement to maintain commercially reasonable liability insurance and such other insurance as Grantee determines appropriate for the activities being performed.

TEMPORARY CLOSURES AND PUBLIC SAFETY

When Grantee determines that avalanche conditions, snow safety operations, or avalanche-control operations create a potential hazard, Grantee may temporarily close, restrict, or control access to all or any portion of the Easement Area. No public access shall be permitted within the Easement Area during snow safety or avalanche-control operations.

Grantee may install temporary signs, gates, barriers, warning devices, ropes, fencing, or other reasonable safety measures in connection with such closure or restriction.

Any such restriction shall remain in effect for the period Grantee reasonably determines necessary for avalanche-control operations, snow safety operations, emergency activities, or public safety. Public access shall at all times remain subject to the terms and restrictions of any conservation easement or other recorded restriction affecting the Property, including applicable restrictions on winter access.

STRUCTURES AND IMPROVEMENTS

If approved by Grantor, Grantee may construct, install, operate, maintain, repair, replace, relocate, and remove avalanche-control, monitoring, communications, access, and safety improvements within the Easement Area as Grantee reasonably determines necessary for the purposes of this Easement. Grantee shall submit each proposal for such improvements to Grantor in writing, and Grantor's Community Development Director or successor or designee shall review the proposal and respond to Grantee within 10 business days with written approval to proceed or with a written explanation of why the proposal is not approved. Grantor's approval shall not be unreasonably

withheld, as long as Grantee's proposal is reasonably necessary for the purposes of this Easement and does not create a material detrimental impact to the Property, the County, or any other person.

USE OF PROPERTY BY GRANTOR

Grantor retains the right to possess, use, improve, and enjoy the Property for any lawful purpose that does not unreasonably interfere with Grantee's exercise of the rights granted by this Easement.

Grantor shall not construct, place, or maintain any structure, improvement, obstruction, vegetation, or other condition within the Easement Area that materially interferes with avalanche-control access or operations without first coordinating with Grantee.

DAMAGE AND RESTORATION

To the extent reasonably practicable, Grantee shall conduct avalanche mitigation activities in a manner intended to minimize unnecessary disturbance to the Property. If Grantee's avalanche mitigation activities cause material surface disturbance above and beyond the disturbance caused by the resulting avalanches, snow movement, and avalanche debris, then Grantee shall reasonably restore the surface to a condition materially similar to what it was before Grantee's actions.

ASSUMPTION OF NATURAL CONDITIONS

Grantor acknowledges the existence of avalanche and mountain hazards affecting the Property and surrounding areas. Nothing in this Easement shall be construed as transferring to Grantee responsibility for naturally occurring conditions existing on or affecting the Property.

NONEXCLUSIVE EASEMENT

This Easement is nonexclusive. Grantor may grant additional easements or rights affecting the Property so long as such rights do not materially interfere with Grantee's rights under this Easement.

EASEMENT RUNS WITH THE LAND

The rights and obligations created by this Easement are appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors, assigns, transferees, and successors in interest.

Every person acquiring an interest in the Property shall take such interest subject to this Easement.

PERPETUAL DURATION

This Easement is perpetual unless terminated by a written instrument executed by Grantee and Grantor or their respective successors in interest, or by Grantor if the conditions below are met, and recorded in the official records of Weber County, Utah. Nonuse or intermittent use of the Easement shall not constitute abandonment or termination of the Easement.

Grantor may terminate this Easement if the governing legislative body of Weber County formally determines, through a resolution, that it is in the best interest of Weber County and its residents for the County to convert its use of the Property. If this occurs, Grantor shall give Grantee written notice at least 12 months before the date the Easement will terminate.

NO PUBLIC ACCESS CREATED

Except to the extent expressly stated herein, this Easement is granted solely for avalanche mitigation, snow safety, maintenance, emergency activities, and related purposes and does not create or dedicate any public trail, public right-of-way, recreational easement, or general right of public access across the Property. Nothing in this Easement expands, modifies, or supersedes any public access rights or restrictions established by an existing conservation easement or other recorded instrument affecting the Property.

COMPLIANCE WITH LAW

Grantee shall exercise the rights granted under this Easement in accordance with applicable federal, state, and local laws and regulations, including any permits or authorizations applicable to the avalanche-control methods employed.

EMERGENCIES

Notwithstanding any notice, coordination, or other procedural requirement contained in this Easement, Grantee may take such immediate action within the Easement Area as Grantee reasonably determines necessary in response to an actual or threatened avalanche, emergency condition, or imminent threat to persons, property, roads, utilities, infrastructure, or public safety.

GOVERNING LAW

This Easement shall be governed by and construed in accordance with the laws of the State of Utah.

LIABILITY AND INDEMNIFICATION

To the fullest extent allowed by law, each party shall be covered by, and neither party waives any of the protections of, Title 57, Chapter 14 of the Utah Code, Limitations on Landowner Liability, with respect to its interest in the Property.

Grantor retains all protections provided by Title 63G, Chapter 7 of the Utah Code, the Governmental Immunity Act of Utah, and none of the provisions of that act is waived by Grantor's agreement to this Easement.

Grantee shall indemnify and hold Grantor harmless from and against any liability caused by, or arising out of, Grantee's exercise of its rights under this Easement.

[Signatures on next page]

GRANTOR:
WEBER COUNTY

_____

GRANTEE:
SUMMIT MOUNTAIN HOLDING GROUP, LLC

_____

NOTARY PUBLIC

STATE OF UTAH
COUNTY OF WEBER

The foregoing instrument was acknowledged before me on this ___ day of _____, *2026*, by _____, as _____ of _____.

Notary Public

My Commission Expires: _____

NOTARY PUBLIC

STATE OF UTAH
COUNTY OF WEBER

The foregoing instrument was acknowledged before me on this ___ day of _____, *2026*, by _____, as _____ of _____.

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Tax Parcel No. 230440012

THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 8 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. TOGETHER WITH ALL RIGHTS AND OBLIGATIONS RELATIVE TO INGRESS AND EGRESS AS GRANTED TO WEBER COUNTY BY DEED FROM ALVIN F. AND JUNE H. COBABE TO WEBER COUNTY AS RECORDED IN BOOK 1002 AT PAGE 488 OF THE DEED RECORDS OF WEBER COUNTY, UTAH.