

## **LICENSE AGREEMENT REGARDING SNOW REMOVAL FROM COUNTY ROADS AT POWDER MOUNTAIN**

This License Agreement (this “Agreement”) is made by and between Weber County, a political subdivision of the State of Utah (“County”), and Summit Mountain Holding Group, L.L.C., a Utah limited liability company (“Powder Mountain”). It takes effect on the date signed by the last party to sign below.

### **RECITALS**

A. The County intends to continue to provide snow plowing services in accordance with the County’s legal obligations, during daylight hours on County-owned roads in the area of Powder Mountain, specifically Summit Pass and Spring Park roads (“County Roads”).

B. Powder Mountain desires the option of plowing the County Roads at times when the County has not plowed them, for its own benefit and the benefit of its customers.

### **AGREEMENT**

1. Snow Removal. The Parties intend to cooperate and coordinate the removal of snow from the County Roads.

1.1. Powder Mountain desires, in its sole discretion, to augment the snow plowing services provided by the County as required by law.

1.2. Powder Mountain agrees that this Agreement does not impose any additional snow removal requirements on the County, beyond what is already required by law, and that the County retains the discretion allowed to it under the law regarding snow removal activities on the County Roads.

1.3. Powder Mountain agrees that this Agreement does not create any additional liability on the part of the County for the County’s failure to perform snow removal on the County roads.

1.4. The County authorizes Powder Mountain, at its sole discretion and option, to perform additional snow removal on the County Roads at Powder Mountain’s own expense, subject to the terms of this Agreement. This Agreement does not obligate Powder Mountain to perform additional snow removal on the County Roads.

1.5. Powder Mountain agrees that it shall be solely responsible to pay for the repair of any and all damage that occurs to the County Roads and their related infrastructure, caused by Powder Mountain’s snow removal activities on the County Roads.

1.6. Powder Mountain assumes, and agrees to indemnify the County against, all liability related to Powder Mountain’s snow removal activities on the County Roads.

2. County Control and Responsibility. The parties acknowledge and agree that the County retains control of the County Roads, including all obligations to maintain and repair the County Roads as public roads, except as otherwise expressly stated in this Agreement.

3. Term. This Agreement shall take effect on the date signed by the last party to sign below and shall continue in full force and effect until June 30, 2029, unless terminated sooner by either party. Either party may terminate the Agreement at any time by giving written notice to the other party.

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

County: Weber County Corporation  
2380 Washington Blvd., Ste. 250  
Ogden, Utah 84401  
Attn: Community Development Director

With cc: Weber County Roads Department  
2222 South 1900 West  
Ogden, Utah 84401  
Attention: Roads Supervisor

Powder Mountain: Summit Mountain Holding Group, L.L.C.  
P.O. Box 1119  
Eden, Utah 84310  
Attention: General Counsel  
Email: notices @powdermountain.com

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

6. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah without giving effect to its conflict of laws principles.

7. Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the extent permitted by applicable law, unless the invalidation of the term materially alters this Agreement. If the invalidation of the

term materially alters the Agreement, then the parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the parties.

8. Counsel. Both the County and Powder Mountain have been represented by their own counsel in connection with the negotiation and preparation of this Agreement and, consequently, both the County and Powder Mountain 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.

9. Counterparts and Electronic Transmissions. This Agreement may be executed in any number of counterparts, each of which shall be an original and such counterparts shall together constitute but one and the same instrument. Electronic transmission of a signed original shall be the same as delivery of an original.

10. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on persons or entities other than the parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement.

11. Modification of Agreement. Any modification of this Agreement shall be in writing and signed by all parties.

**IN WITNESS WHEREOF**, the parties hereby execute this Agreement.

**COUNTY:**

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
Gage Froerer, Chair

Date: \_\_\_\_\_


ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

**SUMMIT:**

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

By Summit Revolution LLC

By 

Printed Name: Anne C. Winston

Its: Authorized Signatory

Date: 12/11/23