

INTERIM ROAD MAINTENANCE AGREEMENT

THIS INTERIM ROAD MAINTENANCE AGREEMENT (the or this "Agreement") is made and entered into as of this 18 day of August, 2001, by and between SUMMIT COUNTY, a political subdivision of the State of Utah (the "County"), and BOYER SPRING CREEK, L.C., a Utah limited liability company ("Boyer").

RECITALS:

A. Boyer is the owner of certain real property located in Summit County, Utah, more particularly shown on attached Exhibit "A," upon which Boyer has constructed, in connection with Boyer's development of certain other properties, a roadway known as Uintah Boulevard (the "Road").

B. Boyer desires to dedicate a portion of the Road to the County, more particularly shown on Exhibit "A" (the "Dedicated Portion"), and the County desires to be dedicated the Dedicated Portion.

C. The parties desire to set forth Boyer's responsibilities for the continued maintenance of the Dedicated Portion until such time as the Dedicated Portion is connected with another dedicated County roadway to form a looped roadway system, subject to and in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the covenants and obligations set forth in this Agreement, and the mutual benefits to be derived therefrom, the parties hereto hereby agree as follows:

TERMS

1. Maintenance.

a. Subject to the limitations set forth below, subsequent to Boyer's dedication of the Dedicated Portion to the County, Boyer shall maintain the Dedicated Portion, at Boyer's sole cost and expense, in a safe and useable condition until such time as the Dedicated Portion is connected to another County road and thereby forms a looped roadway system. Boyer's maintenance obligations under this Agreement shall be expressly limited to the following (as described below, the "Maintenance Work"):

- 1) the patching of the existing roadway surface, as may be necessary, by the application of bituminous pavement;
- 2) crack sealing;

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REQUEST: SUMMIT COUNTY ENGINEERING

- 3) snow removal and sweeping;
- 4) restriping; and
- 5) maintenance or replacement of damaged or removed traffic signage.

b. The Maintenance Work shall expressly exclude any of the following:

- 1) resurfacing or reconstructing the entire roadway;
- 2) construction of any new roadbed;
- 3) construction of any new structures or replacement of existing structures, including without limitation, culverts, gutters or ditches; or
- 4) the construction or replacement of any traffic control devices, other than those which may be approved at the intersection of state highway 224 and Uintah Boulevard.

2. Indemnification / Insurance.

a. Boyer shall indemnify and hold the County harmless from and against all responsibility to perform the Maintenance Work and any claims, damages, costs and expenses attributable to or arising from Boyer's performance of the Maintenance Work.

b. Boyer shall maintain appropriate insurance, naming the County as an additional insured to insure the County against all claims which may arise from or be attributable to the Maintenance Work.

3. Successors; Assigns.

This Agreement shall be binding upon and inure to the benefit of the successors, heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.

4. Entire Agreement.

This Agreement constitutes the entire understanding and agreement between the parties, and supersedes any previous agreement, representation, or understanding between the parties relating to the subject matter hereof.

5. Severability.

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The provisions of this Agreement are not severable, and should any provision hereof be deemed void, unenforceable or invalid, as in the event that the Utah Department of Transportation does not accept the validity of this Agreement, such provisions shall affect the remainder of this Agreement, and shall provide grounds for dissolution of the Agreement at the option of the parties at the exclusive discretion of each of them.

6. No Waiver.

Any waiver by any party hereto of any breach of any kind or character what so ever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.

7. Amendment.

This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

8. Governing Law.

This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.

9. Enforcement.

In the event of default on the part of any party to this Agreement, that party shall be liable for all costs and expenses incurred by the other parties in enforcing the provisions of this Agreement, whether or not legal action is instituted.

[Signature page follows]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

SUMMIT COUNTY SERVICE AREA #3

Attest:

Chairman - Board of Trustees

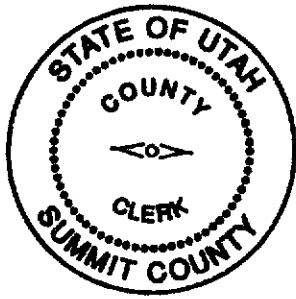
Clerk

SUMMIT COUNTY
By the Summit County Board of
Commissioners

Commissioner

Commissioner

Commissioner

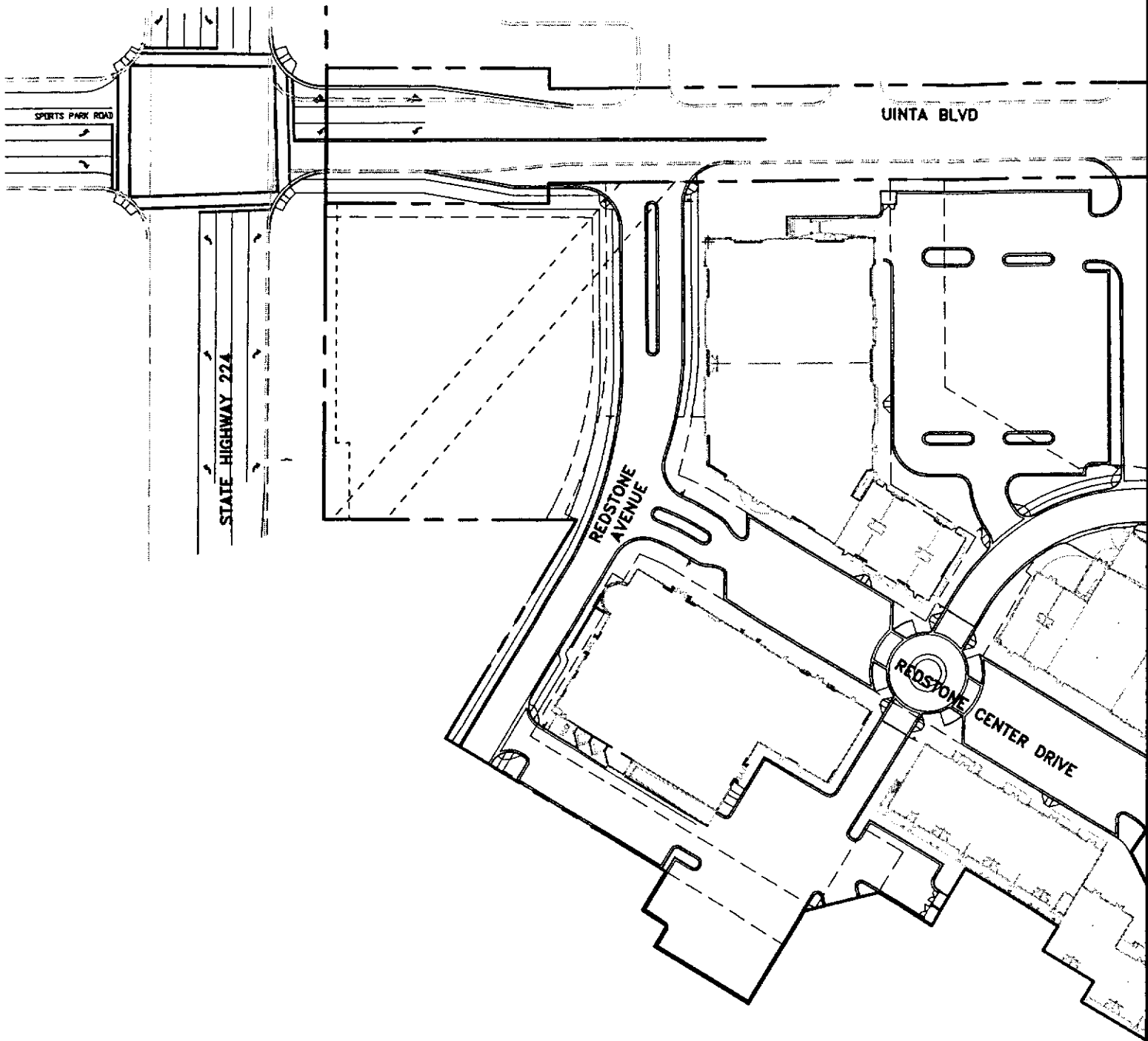


Attest:

Clerk

BOYER SPRING CREEK, L.C.,
a Utah limited liability company

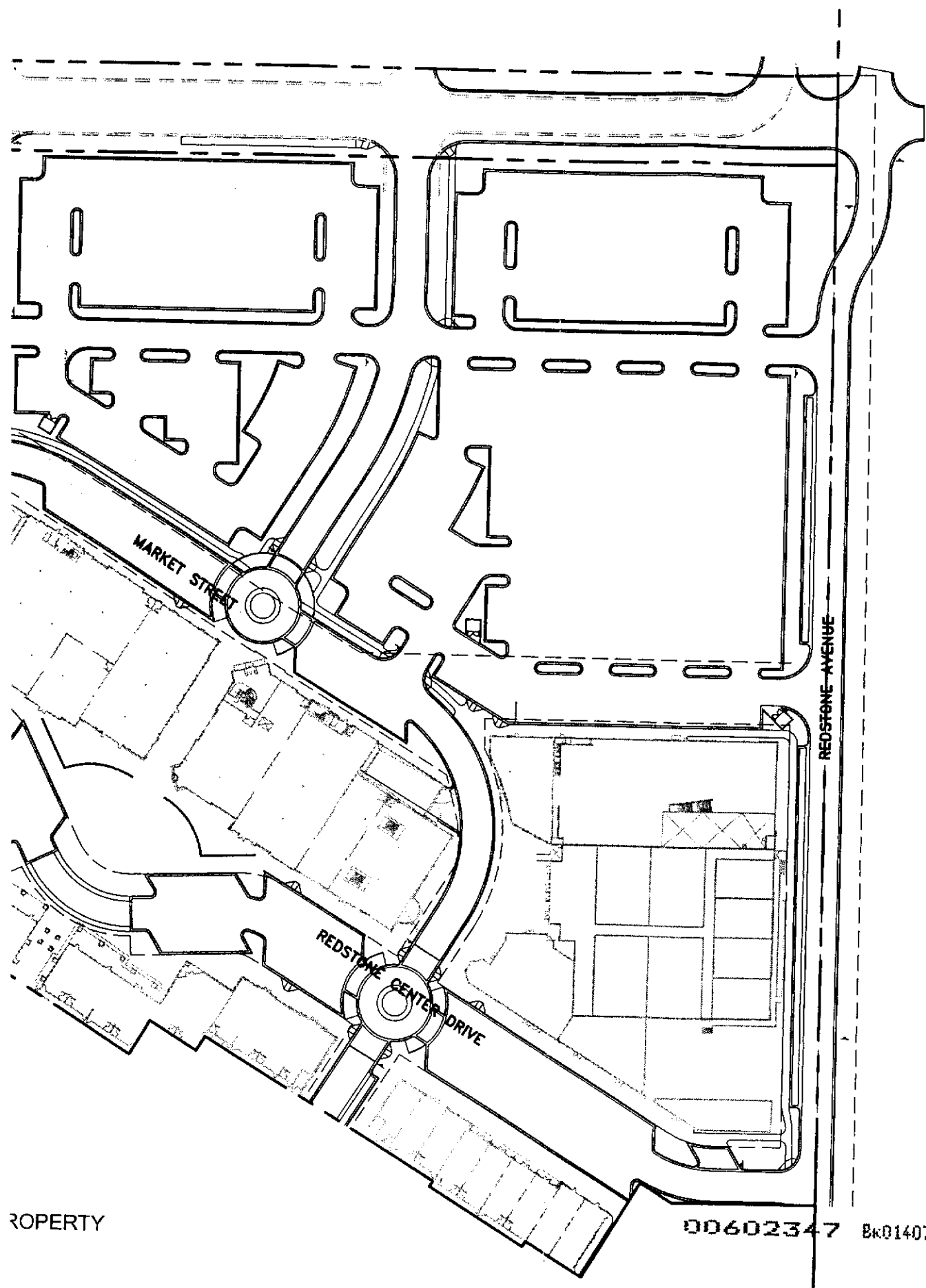
By _____
Its _____



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EXHIBIT "

PLAN OF UINTA BLVD & BOYE



PROPERTY

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