

Agreement
Between Big Sky #1 Improvement Association
And
Hidden Brook Estates

Part 1 The Parties

The Parties

This agreement is between the Big Sky #1 Improvement Association, a nonprofit corporation pursuant to the Utah Revised Nonprofit Corporation Act (hereby known as the OWNER) and Hidden Brook Estates Homeowners' Association (hereby known as the USER). Contact information is as follows:

OWNER: Cheryl D. Allen, President of Big Sky #1 Improvement Association, P. O. Box
960, Eden, UT 84310

USER: Brandon Janis, General Manager of Nordic Valley Partners, LLC, 562 S 1100 W,
Farmington, UT 84025

Purpose of Agreement

The purpose of this agreement to ensure the private roadway stretch of Big Sky Road from the county road to edge of property line of Lot 39 (see Attachment 1) remains at the state of repair/usability (or better) as it is as of the date of this contract for the common use of the parties and that USER pays an equitable share for maintenance/upkeep and improvements.

Part 2 Defining the Terms

Dates of Agreement:

This agreement begins as of the date of signature and continues for 200 years and is renewed at 10-year intervals thereafter. This agreement may be amended by mutual agreement of the parties.

Termination Provision

Should the USER no longer need use of the OWNER's road for whatever reason, the USER may terminate this agreement with 10 days written notice to the OWNER, however no USER payments shall be reimbursed.

Performance of the Parties

The OWNER:

The OWNER agrees to allow the USER open and unobstructed access to the private roadway shown on Attachment 1. As a part of this access the OWNER will contract with all 3rd parties necessary for road maintenance and snow removal.

The USER:

Road Maintenance

The USER's lots shall pay the same yearly road maintenance fee assessed to the OWNER's lots. The 2019 road maintenance fee was \$10/mo. for the OWNER's lots, so the 2020 road maintenance fee will be \$10/month for each lot to start, for the USER. Should the rate be raised in later years, the USER's share will be raised accordingly.

Snow Removal

The USER's lots shall pay the same snow removal fee assessed to the OWNER's lots in the same manner. The OWNER's lots 2019/20 snow removal fee was \$0 for empty lots, \$100 for lots with buildings on them (but not accessed more than a couple of times a winter), and all others \$250. Until building starts the USER will pay nothing for snow removal. Once ground is broken and access is required, the snow removal fees will be assessed. Should the rate be raised in later years, the USER's share will be raised accordingly.

Damage

The USER shall accept responsibility for all damage to the roadway due to any and all construction by any USER lot owner. The OWNER shall be entitled to make a claim against the USER and the individual USER lot owner.

Indemnification

The USER shall indemnify and hold the OWNER, its Association board of directors and all lot owners harmless from and against all claims, losses, costs and damages, including but not limited to attorneys' fees, pertaining to the use of the OWNER's roadway, property and improvements by User, including personal injury, sickness, disease, death or property damage, including loss of use of property resulting therefrom. This indemnification agreement is binding on the USER, and all of its Lot owners to the fullest extent permitted by law, regardless of whether any or all of the persons and entities indemnified hereunder are responsible in part for the claims, damages, losses or expenses for which the USER or its Contractors is obligated to provide indemnification. This indemnification provision does not negate, abridge or reduce any other rights or obligations of the persons and entities described herein with respect to indemnity.

Insurance

The USER shall obtain and maintain a \$1M liability insurance policy to cover all liability for use of the OWNER's roadway and name the OWNER as an insured and provide it with a copy of the policy with notice of renewal and cancellation given to OWNER directly by the insurance company.

Additional Condition

The USER shall pay for 1/3 cost to "chip seal" roadway (depicted in Attachment 1). This requirement begins immediately on signature of this agreement and runs for the life of the agreement. The expected life of a "chip seal" is 8-10 years and the "chip seal" will use the Public Works Standards and Technical Specification for Weber County, UT, Section 1.3. as a guide for the work.

Part 3 Breach of Contract

What constitutes breach

For OWNER: Failure to allow USER open and unobstructed access to the private roadway, unless USER is in default of this agreement.

For USER: Failure to pay road maintenance fees and snow removal fees as assessed by OWNER within one calendar month after due date. Failure to pay for damage to private roadway by any USER lot owner, within a timeframe agreed on by OWNER. Failure to contract and pay for “chip seal” within the required time period to the Public Works Standards and Technical Specification for Weber County, UT, Section 1.3.

Enforcement

This agreement shall benefit and burden all lot owners of USER. OWNER has the right to seek enforcement against USER and/or any USER lot owners. This agreement will be recorded and run with title for all USER lot owners. If the USER is dissolved or insolvent the burdens of this agreement shall be distributed jointly and severally against all USER lot owners.

Exception:

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the non performing Party promptly provides notice of such prevention to the other Party. Such excuse shall be continued so long as the condition constituting force majeure continues. The Party affected by such force majeure also shall notify the other Party of the anticipated duration of such force majeure; any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, “force majeure” shall include conditions beyond the control of the Parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Remedies for Breach

In the event a dispute arises the aggrieved party may only sue for the actual amount of the disputed issue plus the attorney’s fees and court costs. If OWNER has to expend funds to rectify damage done by the USER, USER shall pay interest at the rate of 10% per annum on the required funds until USER pays the required funds. Neither party shall be entitled to consequential damages due to a default. Should the USER not pay road maintenance fees, snow removal fees, damages, or to “chip seal” the OWNER could sue for the exact amount of monies owed, plus attorney’s fees and court costs. But, not for “damages” caused by User not complying with terms of agreement. If USER fails to pay for any money damages the OWNER may file a lien against the USER and any Lot Owner who is deemed in default.

How Disputes will be resolved

This agreement falls under Utah Code, Title 15. All disputes shall be required to use alternate dispute resolution using Rule 101 before suing in court.

In Witness Whereof, the parties have caused this Road Maintenance Agreement to be executed by their duly authorized representatives.

Big Sky #1 Improvement Association

By: CP Allen Date: Apr 24 2020

Name: Cheryl Allen

Title: President

Address: P. O. Box 960, Eden, UT 84310

Hidden Brook Estates Homeowner's Association

By: Brandon Janis Date: Apr 24 2020

Name: Brandon Janis

Title: General Manager

Address: 562 South 1100 West, Farmington, UT 84025

CP dea

Apr 24 2020

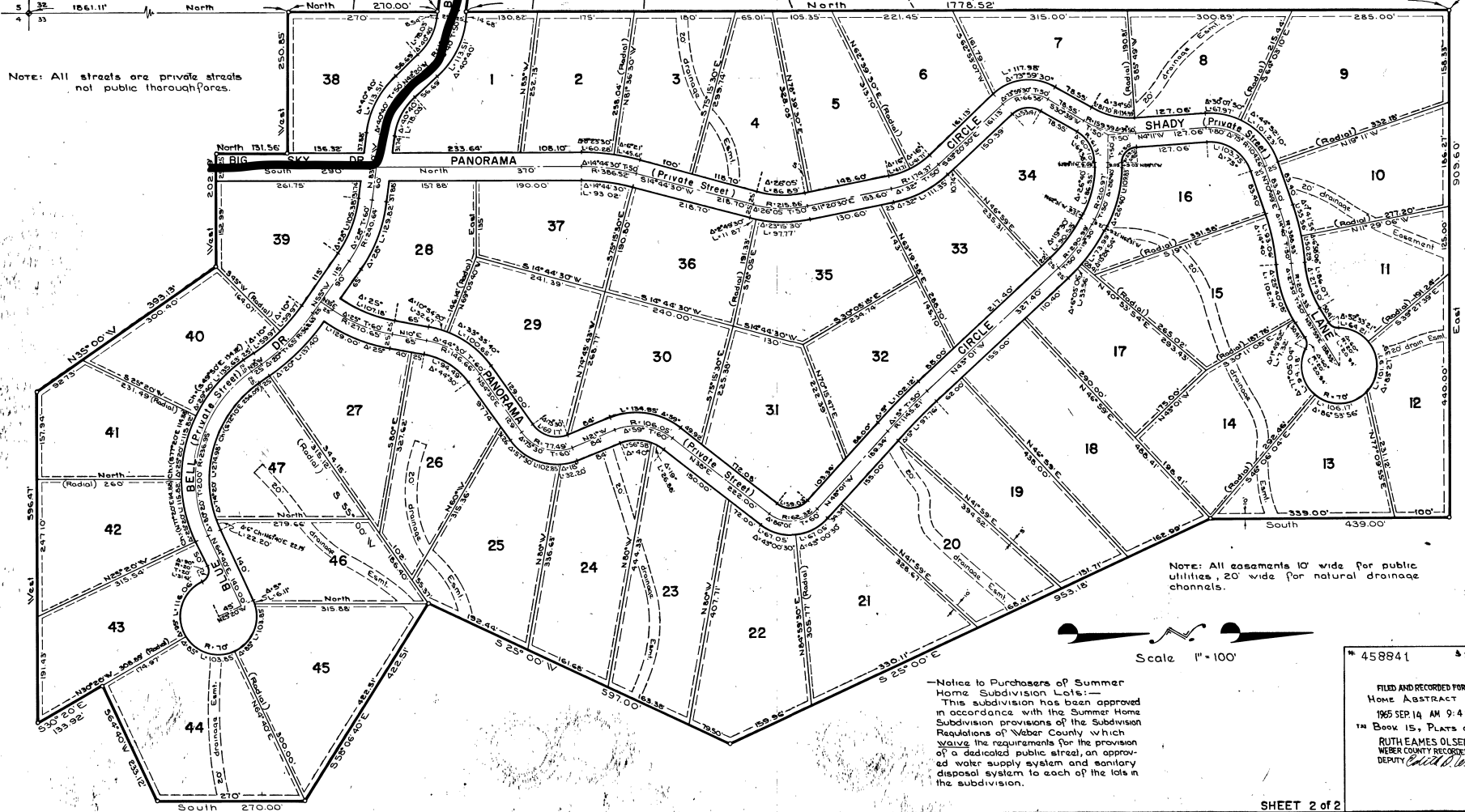
Brasdon Janis

Apr 24 2020

BIG SKY ESTATES NO. 1

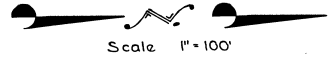
(SUMMER HOME SUBDIVISION)
IN WEBER COUNTY, UTAH
PART OF THE WEST 1/2 SEC. 33 T.7N. R.1E. S.L.B.8M. U.S. SURVEY
JUNE 1965

S.W. Cor. of
N.W. 1/4 of NW 1/4
of Section 33



Note: All streets are private streets
not public thoroughfares.

Note: All easements 10' wide for public
utilities, 20' wide for natural drainage
channels.



—Notice to Purchasers of Summer
Home Subdivision Lots:—
This subdivision has been approved
in accordance with the Summer Home
Subdivision provisions of the Subdivision
Regulations of Weber County which
waive the requirements for the provision
of a dedicated public street, an approved
water supply system and sanitary
disposal system to each of the lots in
the subdivision.

458841 \$ 29.00
FILED AND RECORDED FOR
HOME ABSTRACT CO.
1965 SEP. 14 AM 9:41
1st BOOK 15, PLATS OF P. 15
RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *Ruth Eames Olsen*



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