

**MAINTENANCE AGREEMENT
FOR
JEREMY ROAD MEDIAN STRIP LANDSCAPING**

This MAINTENANCE AGREEMENT FOR JEREMY ROAD MEDIAN STRIP LANDSCAPING (the "Agreement") is entered into this 1st Day of August, 2019, by and between Jeremy Ranch Owners Association, a Utah nonprofit corporation ("JROA"), The Jeremy Golf and Country Club, Inc., a Utah corporation ("JGCC"), Summit Water Distribution Company ("SWDC"), and Summit County, a political subdivision of the State of Utah ("County"). These entities are collectively referred to as "Parties" and individually as a "Party."

RECITALS

- A. JROA is a homeowners association that manages common area real property owned by JROA and governs the lots within the Jeremy Ranch subdivision, Plats A, 1, 2, 3, 4, and 5.
- B. JGCC is a for profit corporation that owns and manages a golf course and related facilities adjacent to the lots subject to JROA and the Jeremy Ranch development.
- C. SWDC is a non-profit mutual water company organized under the laws of the State of Utah.
- D. Summit County is a body Politic of the State of Utah.
- E. Jeremy Road is a Class "B" County road that is owned and maintained by Summit County that directly serves the JROA and JGCC property owners. Within a portion of Jeremy Road are intermittent landscaped median strips which were constructed by the County in 2002, located between the intersections of Jeremy Rd and Rasmussen Rd. to Jeremy Rd. and Saddleback Rd.
- F. Pursuant to a letter of commitment from JROA to the County dated October 23, 2000, JROA committed to maintain the landscape median strips, in exchange for the County's construction of the median strips in a manner that included landscaping, rather than as solid concrete barrier divides.
- G. In conjunction with JROA's commitment to the County, SWDC donated a water share to JROA equaling one (1) acre foot of water per year for irrigation of the landscape median.
- H. This Agreement is intended to transfer JROA's maintenance obligations for the Jeremy Road median strips to JGCC, as JGCC has a greater interest in preserving the landscaping, and is better equipped to perform landscaping maintenance as a normal part of its business operations. Said transfer will not include the water share owned by JROA.
- I. Summit County has agreed to approve the transfer of the Jeremy Road median strip maintenance obligations subject to the requirements and conditions contained herein.
- J. SWDC has agreed to allow JROA to retain the water share for use on other JROA property subject to the terms, restrictions and limitations herein.

JA

K. The Parties understand and agree that the covenants and arrangements set forth in this Agreement are for the mutual benefit of all Parties, and such rights and obligations shall be binding on all Parties and their successors.

NOW, THEREFORE, in consideration of the foregoing recitals, and the obligations, and conditions set forth herein, the Parties agree as follows:

AGREEMENT

1. Transfer of Maintenance Obligations. The Parties agree that JROA hereby assigns all its rights, obligations, and duties for the maintenance of the landscaping located on the Jeremy Road median strips to JGCC. JGCC hereby accepts the assignment of all of JROA's rights, obligations, and duties as further provided herein. The County acknowledges the assignment of the foregoing maintenance duties and forever releases JROA from all maintenance obligations relating to the Jeremy Road median strips.

2. Consideration. JROA agrees to pay JGCC twenty-five thousand dollars (\$25,000) as consideration for accepting the assignment of the maintenance obligations set forth herein. The payment shall be due within five (5) business days following the date this Agreement is last executed by all Parties.

3. No Warranty. JROA transfers all obligations and duties without warranty of any kind. JGCC accepts the median strips and the maintenance obligations thereto in an "As Is" condition.

4. JGCC Duties. The Parties agree that JGCC (or any successor thereto), shall maintain, replace and repair all landscaping improvements located on the Jeremy Road median strips, including the provision of all necessary water or other utilities, and shall be responsible for all costs incurred in the performance of such duties. JGCC shall have the discretion to determine the type of landscaping installed and maintained, so long as such landscaping is compatible with the safe and efficient operation of Jeremy Road as the County may determine. JGCC shall have no duty to perform snow removal on the median strips, or to perform any maintenance or repair of the curb, gutters, sidewalks, or pavement that may be part of Jeremy Road. JGCC shall be responsible for any damage it causes to Jeremy Road in performing its duties herein.

5. JGCC Irrigation. JGCC is responsible to obtain and/or use its own water shares and allocations for the performance of its maintenance obligations set forth herein. JGCC shall cause the current water connection to SWDC's system serving the landscape median to be transferred to JGCC's account.

6. JROA Water Share. This Agreement shall not be construed to obligate JROA to transfer any of its water shares or use rights to JGCC or any other person or entity. SWDC agrees that JROA may retain the one acre foot water share originally donated by SWDC for future use on another JROA property, or may sell the water share to help compensate JROA for the consideration paid to JGCC subject to the following restrictions, limitations and uses:

- (a) The transfer of JROA's water share to any other location or user is subject to SWDC approval.
- (b) The place of use for JROA's water share is restricted to a connection on SWDC's distribution system North of both the "Church Well" (approximately

2450 W. Rasmussen Rd) and the "Rest Stop Well" (approximately 2440 W. Kilby Rd) being approximately North of latitude N40°44'20".

(c) Any transfer or allocation of the JROA water share shall not require the approval of JGCC or the County.

7. The County hereby grants access to JGCC and its designee for the sole purpose of continued installation and maintenance of the Medians as described herein, which maintenance shall include clean-up and adjustment of the irrigation system. Notwithstanding the foregoing, JGCC shall not be responsible to repair any damage to the roadway (curb, gutter, truck apron, asphalt, etc.) caused by the County or any third parties, including damage caused by snow storage or any motorized vehicles. Damage caused to the Medians physical structure by cars or snow removal will be taken care of by the County. Damage to landscaping by the same cause is the JGCC's responsibility. If the County determines that the median or any portion or element therein, such as but not limited to landscaping, irrigation or lighting becomes a hazard, such hazard may be removed by and replaced with something acceptable in the County's reasonable discretion at the County's expense.

8. The JGCC and its designees shall have access rights to maintain the irrigation system and landscaping improvements to the Medians as described herein.

- a. The existing "Landscape Plan" may not be changed without approval from the County. Rocks, trees, signs, berms, or other unmovable objects may not be placed in the "clear zone," as defined by the AASHTO Roadside Design Guide. Trees, shrubbery, etc. which cause sight problems for roadway users will not be allowed in the right of way.
- b. Maintenance access to the Medians shall be permitted on Jeremy Ranch Road with standard traffic control procedures. Further, equipment shall not be allowed in the roadway, or shoulders of the road in a way which hinders the free flow of traffic unless a Traffic Control Plan is submitted to the County Engineer for review and approval, and the Traffic Control Plan is implemented as approved.
- c. This Agreement in no way cancels or negates public or private utilities, including the County, from entering upon said right of way to construct, reconstruct, repair or inspect their facilities. Said entrant will be responsible to restore all improvements to previous conditions or better.
- d. The County reserves the right to use the entire right-of-way for snow storage. The County will not restore the landscaping when damaged by snow removal activities consistent with existing County Code.
- e. Noxious weeds, litter, insects, and debris within the Medians shall be removed or controlled by the JGCC or its designees. The JGCC or its designees further agrees to maintain the Medians in an attractive and good condition e.g. mowing, trimming, etc. The JGCC will provide fertilization and weed control as needed to maintain an esthetic appearance.
- f. As part of its maintenance obligations, the JGCC or its designees will clear landscape debris build-up in the curb and gutter in front of the Medians.
- g. The County will not be held responsible for utility or other cost associated with any landscaping improvements.

- h. The JGCC and its designees shall abide by all applicable State and Federal laws, rules and regulations pertaining to Safety and Traffic Control particularly, but not limited to, the Manual of Uniform Traffic Control Devices in the installation, maintenance and repair work of the Landscape.

9. County Reserves Right to Terminate Access. The County shall remain the owner of any and all portions of the right of way and medians currently owned by the County on which said landscape improvements and facilities are installed. If the County decides in its sole discretion that it must use this property for another purpose, the County may rescind and terminate all rights granted to JGCC under paragraphs 7. and 8. without compensation or reimbursement for said median improvements, by giving thirty (30) days written notice to JGCC. Such notice will presume to include a full release of JGCC from any further obligations and liabilities assumed under this Agreement.

10. Enforcement. If JGCC (or any successor) fails to maintain the landscaping on the median strips, then the County shall have the power and authority to perform such landscaping maintenance, and may charge JGCC for the costs incurred; or the County may elect (in its sole discretion) to fill in the median strips with concrete, pavement, or other hardscape surface. If landscaping is removed from the median strips, then JGCC's obligations under this agreement shall terminate.

11. Restriction on Use. No Party, nor any of their successors or assigns shall place any obstruction to or upon the median strips, except as is necessary in connection with the Parties' maintenance, repair, and replacement obligations.

12. Indemnification.

(a) JGCC shall indemnify, defend, and hold harmless the other Parties, their directors, officers, agents, and employees against any actions, suits, proceedings, liabilities, and damages which may result from the negligent acts or omissions of JGCC, its officers, agents, or employees in connection with the performance of its maintenance obligations under this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require JGCC to indemnify a second Party from any claims arising from the sole negligence or willful misconduct of the second Party.

(b) JROA shall indemnify, defend, and hold harmless the other Parties, their directors, officers, agents, and employees against any actions, suits, proceedings, liabilities, and damages which may result from the negligent acts or omissions of JROA, its officers, agents, or employees in connection with the maintenance of the Jeremy Road median strips prior to the date of this agreement.

(c) The Parties mutually agree that the indemnification obligations in this Section shall only be provided for the benefit of Parties and at no time and under no circumstance, shall these indemnification obligations be assigned, transferred, assumed or otherwise made enforceable for the benefit of another person or entity.

13. Insurance. JGCC's shall maintain comprehensive general liability insurance for the duration of this Agreement with minimum per occurrence limits of one million dollars (\$1,000,000) for personal injury, bodily harm, and property damage.

14. Relationship of Parties. Nothing in this Agreement shall cause to form or constitute a partnership or joint venture between the Parties, and this Agreement is an arms-length arrangement between independent parties.

15. Modification/Termination. This Agreement may be amended or terminated upon written agreement by all of the Parties or their successors in interest.

16. Successors and Assigns. JGCC may assign its duties as required herein, only upon the written consent of the County. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns.

17. Governing Law and Disputes. This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah. Jurisdiction for disputes shall be brought in the Third Judicial District Court of Summit County, State of Utah.

18. No Waiver. Failure by any Party to enforce any restriction or provision of this Agreement shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other restriction or provision.

19. Severance. Should any provisions of this Agreement, at any time, be in conflict with any law, rule, or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than operative, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

20. Headings. The headings, titles, and subtitles used in this Agreement are for ease of reference only and shall not control nor affect the meaning or construction of any provision hereof.

21. Ratification. Each individual executing this Agreement as a manager or director of a corporation or other entity represents and warrants that he/she has the authority to execute this agreement.

22. Complete Agreement. This Agreement constitutes the full and complete understanding of the Parties regarding the subject matter hereof. This agreement shall completely replace and supersede in all respects all prior agreements and understandings (whether written or oral) between the Parties related to the maintenance of the Jeremy Road median strip landscaping made prior to the date of this Agreement.

23. Counterparts. This Agreement may be executed in counterparts. The electronic transmission (including email and fax) of a signed copy of this Agreement and the retransmission of any signed electronic transmission shall be the same as delivery of an original.

24. Term. The term of this Agreement shall commence on the date the last required signature below is executed and shall continue for a period of ten (10) years unless terminated by the Parties. Upon expiration of the term, this Agreement may automatically renew for four (4) additional ten (10) year periods consecutively, but in no event shall this agreement be continued after fifty (50) years from the date of this Agreement. The provisions of this Agreement shall be binding upon and shall inure to the benefit of all the Parties and any successors.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly-authorized representatives effective as of the dates set forth below.

DATED this 15 day of November, 2019.

Jeremy Ranch Owners Association

Laura W Arnold

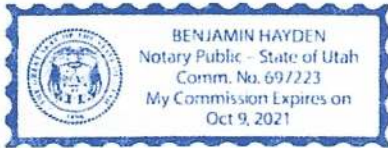
By: Laura W Arnold

Its: President

STATE OF UTAH)
) ss.
COUNTY OF Summit)

On the 15 day of November 2019, personally appeared before me Laura W Arnold, who by me being duly sworn, did say that he/she is a representative of Jeremy Ranch Owners Association and that he/she is authorized to execute this Agreement.

[Signature]
Notary Public



DATED this 21 day of November, 2019.

The Jeremy Golf and Country Club, Inc.

[Signature]

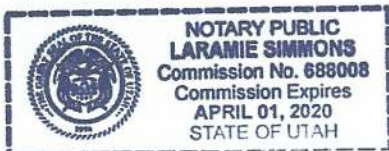
By: CHAD PETTINGILL

Its: GENERAL MANAGER

STATE OF UTAH)
) ss.
COUNTY OF Summit)

On the 21 day of November 2019, personally appeared before me Chad Pettingill, who by me being duly sworn, did say that he/she is a representative of The Jeremy Golf and Country Club, Inc., and that he/she is authorized to execute this Agreement.

[Signature]
Notary Public



JA

Jeremy Ranch Owners Association
PO Box 5555
Draper, UT 84020

UNION BANK, N.A.

50000000

11/12/2019

PAY TO THE ORDER OF JEREMY RANCH GOLF & COUNTRY CLUB

\$ 25,000.00

Twenty-Five Thousand Dollars and 00/100

Jeremy Ranch Golf & Country Club
8770 N Jeremy Road
Park City, UT 84098



MEMO Invoice: 10/07/19-JROA

⑈0050000000⑈

⑆122000496⑆

0163777445⑈

ENDORSE HERE

X

CHECK HERE FOR FILE : - J 5 5 2019 DATE
DO NOT SIGN, WRITE, STAMP BELOW THIS LINE
FOR FINANCIAL INSTITUTION USAGE ONLY.

