

06-185-0001 thru 0004

RURAL ROAD IMPROVEMENT AGREEMENT

This RURAL ROAD IMPROVEMENT AGREEMENT is made and entered into by and between BOX ELDER COUNTY, a county of the State of Utah, validly existing under the laws of the State of Utah (hereinafter referred to as "County"), and David A. and Adam W. Burris the owner(s) (hereinafter referred to as Owner(s)) of that certain real property located at Copper Hills Subdivision in Box Elder County, Utah, and more specifically described as: 14510 N. 400 W.

See ~~Exhibit A~~ (metes and bounds description of property also known as Copper Hills subdivision name) Lots 1-4 Copper Hills

(hereinafter referred to as "the Property") as well as that certain right of way thereon, which is more specifically described as:

✓ 1,330.46 feet along 400 W. Street(s) in Box Elder County where said street(s) run(s) or will run adjacent to or through the above described property

(hereinafter referred to as "the Right of Way").

RECITALS

WHEREAS, Owner(s) desire to subdivide a portion of the above described property into lots for the purpose of building single family dwellings; and

WHEREAS, in connection with Owner(s) proposed subdivision and pursuant to County's subdivision ordinance, Owner(s) proposed subdivision lots will be required, at Owner(s) expense, to front on a dedicated and improved County right of way or an approved private road; and

WHEREAS, the lots in Owner(s) proposed subdivision will not front on a currently dedicated County right-of-way and/or the right of way upon which the proposed lots will front is not currently improved up to current County road standards; and

WHEREAS, in light of the current "rural" status and unimproved nature of the area surrounding Owner(s) proposed subdivision, County is willing to allow Owner(s) to defer and/or postpone Owner(s)' current obligations to dedicate and/or improve the Right of Way in exchange for Owner(s) execution of this agreement which obligates Owner(s) to make all required dedications and/or improvements at a later date and upon the terms and conditions specified by County; and

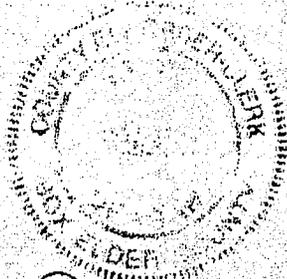
WHEREAS, in exchange for County's agreement to defer and/or postpone the requirement that Owner(s) currently dedicate and/or improve the Right of Way, Owner(s) is willing to execute this agreement and become contractually obligated to make all required dedications and/or improvements at a later date and upon the terms and conditions specified by County.

NOW, THEREFORE, based upon the above recitals and the consideration set forth herein, County and Owner do hereby agree as follows:

1. That this agreement shall be recorded against and run with the Property and the Right of Way, and shall be enforceable by County and its successors.
2. County does hereby defer the requirement that Owner(s) currently bring the Right of Way into conformance with established County road standards, by installing improvements to the Right of Way, such as curb, gutter, and sidewalk, asphalt and other improvements, as well as Owner(s) dedication of the Right-of-Way to County, until such time as additional development of the Property takes place or is requested and County, in its sole discretion, deems the improvements and dedication necessary to protect the health, safety and welfare of the citizens of Box Elder County.
3. At such time as County deems the required improvements and dedication of the Right of Way necessary to protect the health, safety and welfare of the citizens of Box Elder County, Owner(s) agree, at Owner(s) sole cost and expense, to dedicate the Right-of-Way and install required improvements according to Box Elder County road standards in place at the time the County deems the improvements and/or dedication necessary, at no cost to the County.
4. Any and all of Owner(s) proposed and/or secondary improvements such as culverts, landscaping, asphalt, etc., placed within the Right of Way, dedicated street, or area to be dedicated, prior to the County deeming the improvements and dedication necessary to protect the health, safety and welfare of the citizens of Box Elder County shall be approved by County.
5. As a condition of the issuance of any building permit by County, culverts shall be placed for driveways in the road side according to Box Elder County Standard Drawings as a condition of issuance of any Building Permit.
6. At such time as County deems the required improvements and/or dedication necessary to protect the health, safety and welfare of the citizens of Box Elder County, any improvements previously installed by Owner(s), (such as asphalt placed over driveway culverts as a temporary driveway from the street to the Landowner's property line), shall, upon request of County, be removed and legally disposed of by Owner(s) within an approved time frame and at Owners sole cost and expense.
7. At such time as County deems the required improvements and/or dedication necessary to protect the health, safety and welfare of the citizens of Box Elder County, any slope or grade change that may have occurred with time or because of culvert placement or temporary driveway, shall, upon request of County, be changed or corrected by Owner(s), within an approved time frame and at Owner(s) sole cost and expense.
8. In the event County deems the required improvements and/or dedication necessary to protect the health, safety and welfare of the citizens of Box Elder County by the establishment of a Special Improvement District, Owner(s) do hereby waive and relinquish any and all rights to in any way oppose either the establishment of a

- 9. Special Improvement District or the installation of the required improvements. In the event Owner(s) should sell, convey or in any way transfer all or any portion of the Property or the Right of Way before County deems the required improvements and/or dedication necessary, Owner(s) shall incorporate the conditions of this agreement into any deed, transfer or conveyance and cause the same to run with the land.

Dated this _____ day of _____, 200 .



BOX ELDER COUNTY

[Signature]
 Commission Chair

Attest:

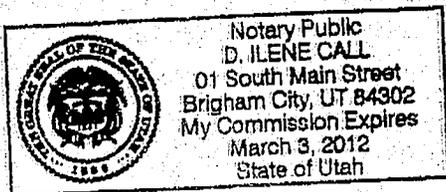
[Signature]
 County Recorder

OWNER(S)

[Signature]
[Signature]

STATE OF UTAH
COUNTY OF BOX ELDER } ss.

On the 30 day of July, 2008, personally did appear before me Adam W Burris, and David A Burris, the signers of the above instrument, who duly acknowledged to me that they executed the same.



D. Ilene Call
 Notary Public
 Residing at: Brigham, Ut.

My Commission Expires: 3-3-12