

SUBDIVISION IMPROVEMENT AGREEMENT
LOST CREEK SUBDIVISION

THIS AGREEMENT is made and entered into on the 10th day of July, 2002, by and between LOST CREEK, L.C., a Utah limited liability company, (hereinafter "the property owner"), and KANE COUNTY, (hereinafter referred to as "county"), in conjunction with the final approval and recordation of the plat and development known as "LOST CREEK SUBDIVISION" (hereinafter "the subdivision").

RECITALS

WHEREAS, the property owner proposes to subdivide certain real property located within the county limits of Kane County, which property is more particularly described on the plat of the subdivision, and

WHEREAS, the property owner has proposed that the entire "Lost Creek Subdivision" final plat (hereinafter "the plat") be approved and recorded, and

WHEREAS, Kane County has authority by the Kane County Subdivision Ordinance to require the developer to provide the County adequate alternative assurances of performance in the event of recordation of the plat prior to the completion of required improvements, and

WHEREAS, the parties desire to act to ensure the completion of required improvements to the lots in the subdivision in an orderly manner.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. The property owners shall tender for recordation the original plat of "Lost Creek Subdivision". This Agreement shall be recorded with the plat in the office of the Kane County Recorder.
2. In accordance with the Kane County Subdivision Ordinance, the property owner agrees to and shall install and construct all required improvements in the subdivision within two (2) years from the date of approval of the final plat and maintain the same in a state of good repair free from defective material or workmanship for that time period.
3. As used herein, the term required improvements means the necessary improvements and installation of utilities to provide access or connection to the specific lots, including, as required, but not limited to:
 - a. water mains and laterals;
 - b. roadways;

In other words, this Agreement contemplates that water mains and laterals and roadways necessary to reach each lot are within the term required improvements.

The roadway shall be finished in accordance with the design standards and specifications approved and adopted by Kane County.

4. This Agreement shall be deemed to be a covenant running with the land to secure the installation of all required improvements and roadway.
5. The obligation of this Agreement shall be secured by a Trust Deed, which shall be reconveyed when the improvements are completed.
6. This passage of time shall not have the effect of nullifying or altering this Agreement so long as the property owner shall continue to develop the entire contemplated subdivision in an orderly manner and shall not engage in acts which indicate an intent to abandon the development of the subdivision.
7. In the event of failure of the property owner to comply with any of the terms of this Agreement, Kane County may, at its option, pursue any or all remedies.
8. At the completion of improvements in the subdivision Kane County shall reconvey to the property owner any interest it may have in the property by terms of this Agreement, and in the Trust Deed and shall cancel this Agreement.
9. All notices or communications to be given under this Agreement shall be given in writing and shall be deemed given when deposited in the mail to the last known address of the party entitled to receive notice, postage prepaid, registered or certified.
10. All negotiations, understandings, representations and preliminary agreements are merged herein. The parties intend this Agreement to be the final and exclusive expression of their agreement. This Agreement may not be modified, amended or

RECORDED AT REQUEST OF SURETY-Kane
ENTRY NO. 111083
DATE JULY 23, 2002
BY DEPUTY

FEES 8300
AT 12:30 PM
BOOK 0226
PAGE 013

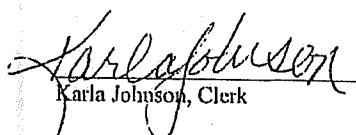
KANE COUNTY RECORDER
334-5235

revoked unless by writing by all the parties hereto.

11. This Agreement shall be governed, interpreted and construed by the laws of the State of Utah.
12. This Agreement shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, personal representatives and other successors.
13. It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act of conveyance required under this Agreement. All of the terms and conditions of this Agreement are expressly intended to be construed as covenants as well as conditions.

DATED this 18th day of July, 2002.

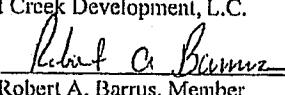
ATTEST:


Karla Johnson, Clerk

KANE COUNTY

BY: 

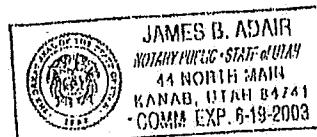
Lost Creek Development, L.C.

BY: 
Robert A. Barrus, Member

STATE OF UTAH)
COUNTY OF ~~KANE~~)
ss.)

On the 18th day of July, A.D. 2002, personally appeared before me Robert A. Barrus, who being by me duly sworn, says that he is the Member of Lost Creek Development, L.C., a Utah limited liability company, that executed the above and foregoing instrument and that said instrument was signed in behalf of said limited liability company by authority of its operating agreement, its articles of organization (or by authority of a resolution of its managers/members) and said Robert A. Barrus acknowledged to me that said limited liability company executed the same.

Residing at:



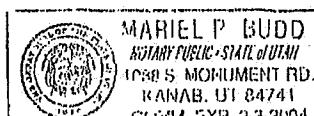

NOTARY PUBLIC

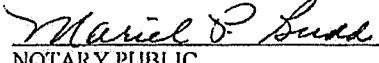
My Commission Expires:

STATE OF UTAH)
COUNTY OF KANE)
ss.)

On the 27th day of August, A. D. 2002, personally appeared before me, Joe Budd and Karla Johnson, who being by me duly sworn, did say, each for himself/herself, that the said Joe Budd is the Commissioner and the said Karla Johnson is the Clerk of Kane County, and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by a resolution of its commission) and said Joe Budd and Karla Johnson duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Residing at:
1088 S. Monument Rd




NOTARY PUBLIC

My Commission Expires: Sept. 2004