

SHARED COST ROAD IMPROVMENT AGREEMENT

THIS AGREEMENT made and entered into on the 11th day of October, 2016, and becoming effective upon the same date, by and between Roosevelt City, a Municipal Corporation of the State of Utah located in Duchesne County, (hereinafter referred to as “City”), and UBTA-UBET Communications, Inc. dba STRATA Networks (“STRATA”).

WHEREAS, City is currently paving a portion of a city road known as 1600 South; and

WHEREAS, STRATA owns property on 1600 South beyond the portion of that road which the city has heretofore planned to pave; and

WHEREAS, City is willing to expand the scope of the 1600 South paving project by extending the portion to be paved to the property line of STRATA’s property; and

WHEREAS, STRATA is willing to share a portion of the cost incurred by the City if the 1600 South paving project is expanded to reach the property owned by STRATA; and

WHEREAS, both parties find it mutually advantageous to improve 1600 South including paving; and

WHEREAS, the parties hereto recognize a need to formalize the conditions of their agreement in writing; and

WHEREAS, the health, safety and welfare of the residents of and visitors to Roosevelt City, and the surrounding area, are best served by the improvements; and

WHEREAS, Roosevelt City and STRATA desire to join in the execution of this AGREEMENT to formalize the terms of this agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual entry into this AGREEMENT by the parties hereto, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each party hereto, **UPON THE TERMS AND SUBJECT TO THE CONDITIONS** which are hereinafter set forth:

1. **PREMISES** - The subject portion of 1600 South shall begin at the point where 1600 South turns from a northeast / southwest direction and begins running east / west. Further identified by the map attached hereto as Exhibit A.
2. **PURPOSE** – The purpose is to allow for improvements to the road including paving and to formalize an agreement regarding cost sharing.
3. **TERM** - This Agreement shall continue until all conditions hereto have been satisfied.

4. **CITY'S AGREEMENT** – City covenants and agrees to:

- a. Improve the subject portion of 1600 South specifically identified in section one (1) herein. Said improvement shall include pavement.
- b. City will perform and/or conduct all physical improvements including but not limited to providing or acquiring all manpower, equipment and materials.
- c. Approach all other property owners along the subject portion of road and request their financial assistance in the extended project.
- d. Collect any and all contributions from property owners along the subject portion of road and share information with STRATA regarding amounts contributed to the project by other owners.
- e. Pay all costs not included in STRATA's "proportionate share" or paid by other property owners along the extended portion of road.
- f. Submit an invoice to STRATA upon completion of the project.
- g. Roosevelt City shall defend, indemnify, and hold harmless STRATA from any and all causes of action and liability arising out of or incident to any acts, omissions, negligence, or willful misconduct of Roosevelt City, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of this agreement.

5. **STRATA'S AGREEMENT** – STRATA covenants and agrees to:

- a. Pay its proportionate share. STRATA's "proportionate share" for purposes of this agreement shall mean up to one half of the cost of the extended project or \$26,000 whichever is less. Any contribution by another property owner along the subject portion of road shall reduce the total cost of the extended project before STRATA's proportionate share is calculated.
- b. Tender payment within forty-five (45) days of receiving an invoice.

6. **VALIDITY/SEVERABILITY** - If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

7. **CHOICE OF LAW** – This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

8. **ATTORNEY FEES** - In the event action is brought by any party to enforce any terms of this agreement or to recover possession of the property, the prevailing party shall recover from the other party reasonable attorney fees.

9. **NOTICES** - All notices to STRATA shall be deemed served upon mailing by first class mail, addressed to STRATA at:

STRATA Networks
Attn: Bruce H. Todd
211 E. 200 N.
Roosevelt, UT. 84066

Whether or not actually present at the time of said delivery.

All notices to Roosevelt City shall be served upon the Roosevelt City Clerk subject to all Utah State laws and legally recognized procedures.

10. **ENTIRE AGREEMENT** - The foregoing agreement, including any attachments incorporated by reference, formalizes an agreement between the parties.

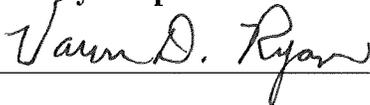
IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands as of the day and year first above written. Executed in duplicate.

UBTA-UBET Communications, Inc. dba STRATA Networks



Bruce H. Todd CEO/General Manager

Roosevelt City Corporation



Vaun D. Ryan, Mayor

ATTEST:



Carolyn Wilcken, City Recorder

EXHIBIT A

(Illustrative Map)