

**AGREEMENT  
FOR PREPAYMENT OF WATER AVAILABILITY FEES  
Between  
EMIGRATION IMPROVEMENT DISTRICT  
And  
THE BOYER COMPANY**

This Agreement is made this 14<sup>th</sup> day of November, 2002 between the Boyer Company, L.C., referred to in this Agreement as "Boyer" and the Emigration Improvement District, a special district of the State of Utah, referred to in this Agreement as "the District." This Agreement is made with reference to the following facts.

The District and Boyer have entered into an agreement for water service to certain lots in the Emigration Oaks Subdivision developed by Boyer and the agreement between the District and Boyer requires the payment of \$6,080.00 for each lot as a condition of service availability from the District.

The parties do desire to arrange for the prepayment by Boyer of the water availability fees due to the District for ten (10) lots or a total sum of \$60,800.

In consideration of the mutual promises and covenants between the parties, the parties hereby agree as follows:

1. Upon thirty (30) days notice from the District to Boyer, Boyer shall pay the sum of \$60,800 to the District as a voluntary prepayment of the water availability fees otherwise due to the District by Boyer to assist the District in the construction of an expansion to the water system serving Emigration Oaks Subdivision.

2. The parties agree that as and when the District collects the water availability fees from the first ten (10) lots in Emigration Oaks Subdivision following the date of this Agreement, the District shall pay to Boyer the sum advanced by Boyer under the terms of this Agreement without interest or other charges of any kind to the District.

3. This Agreement shall be binding upon and inure to the benefit of the successors, heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.

4. This Agreement constitutes the entire understanding and agreement between the parties, and supersede any previous agreement, representation, or understanding between the parties relating to the subject matter hereof.

5. The provisions of this Agreement are not severable, and should any

provision hereof be deemed void, unenforceable or invalid, such provision shall effect the remainder of this Agreement, and shall provide grounds for dissolution of the Agreement at the option of the parties in the exclusive discretion of each of them.

6. Any waiver by any party hereto of any breach of any kind or character what so ever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.

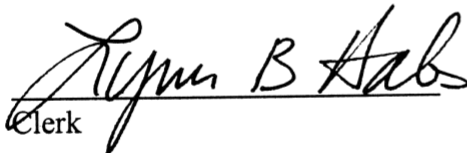
7. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

8. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.

9. In the event of default on the part of any party to this Agreement, that party shall be liable for all costs and expenses incurred by the other parties in enforcing the provisions of this Agreement, whether or not legal action is instituted.

**EMIGRATION IMPROVEMENT  
DISTRICT**

**ATTEST:**

  
Clerk

  
Chairman

**THE BOYER COMPANY, L.C.**

By:   
(Signature)

\_\_\_\_\_  
(Printed Name)

Title: 

*Law Offices of*  
**Parsons, Davies, Kinghorn & Peters**

A Professional Corporation

Attorneys at Law

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 Salt Lake City, Utah 84111

GEN 1463.15  
 OAKS 46.25  
 EXPAN 4155.77  
5665.17

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Emigration Improvement District  
 P.O. Box 58945  
 Salt Lake City UT 84158-0945

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 November 30, 2002  
 Client No: 8031-00M  
 Statement No: 132055

General

		Hours		
11/01/02	GHK Review closing checklist for meeting with DWD; confer with Mr Smolka regarding preparations for and attendants at meeting with DWD.	0.65	120.25	}
	GHK Confer with Mr Hughes and Mr Smolka concerning meeting with DWD and construction management issues.	0.25	46.25	
	GHK Travel to DWD office and attend engineering committee meeting with DWD staff.	1.75	323.75	
EXP				
11/04/02	GHK confer with Eric Johnson at BSAI regarding closing scheduling; confer with Mr Smolka concerning Creamer agreement closing schedule etc; confer with Landmark Title co regarding reconveyance of TD on Lot 199.	0.75	138.75	} GEN 46.25 EXP. 92.50
11/05/02	GHK Conference with Mr Rash regarding final project bidding, award, contractors issues, conservation plan, Creamer contract and remaining work.	0.50	92.50	} EXP
	GHK Conference with Mr Barrett regarding lot 199 release of trust deed and District execution of agreement.	0.25	46.25	} GEN
	GHK confer with Eric Johnson regarding checklist for closing revenue bonds and scheduling closing conference.	0.34	62.90	} EXP
11/06/02	GHK Conference with Mr Johnson concerning closing scheduling and issues.	0.34	62.90	} EXP

General

	Hours		
GHK Confer with Landmark Title concerning lot 199 issues; review revised statute and prepare Reconveyance of Trust Deed on lot 199 and release instructions.	0.50	92.50	GEN
11/07/02			
GHK Confer with Mr Bramhall regarding conservation easement issues.	0.40	74.00	GEN
GHK Confer with Mr Johnson concerning organizational document gap and substitute documentation, closing checklist and timing requirements to close revenue bonds.	0.45	83.25	EXP
GHK Prepare outline of Creamer work agreement, scope of work, materials to be purchased by the District, inspection and warranty requirements and time and supervision provisions. review file materials to prepare for closing and meeting with Mr Rash.	0.75	138.75	EXP
GHK Conference with Landmark Title concerning lot 199 payment and lot release.	0.25	46.25	GEN
GHK Conference with Mr Smolka and Mr Rash regarding closing items for bond, items stalled in DWD, Boyer advance of fees, Creamer agreement scope and reimbursements etc.	2.00	370.00	EXP
11/08/02			
GHK Review amended bond resolution and compare to original.	0.34	62.90	EXP
11/11/02			
GHK Review contract award documents received from Carollo Engineers for action at board meeting and related specification documents.	0.45	83.25	EXP
GHK Review documents received from BSAI and prepare draft opinion.	0.90	166.50	EXP
GHK Confer with Jack Barnett and review water rights for opinion.	0.45	83.25	GEN
11/12/02			
GHK Confer with Mr Smolka regarding documentation for closing and water management and conservation plan,			

General

		Hours		
	research data base for lost records, <del>revise and edit water rate resolution for meeting , confer with Mr Barnett regarding water rights for bond opinion and status of temporary and permanent change applications.</del>	1.90	351.50	GEN
	GHK Confer with Mr Smolka, revise and edit conservation plan, agenda items, discuss agreements with Boyer and Creamer.	0.80	148.00	GEN
11/13/02	GHK Draft , revise and edit agreements with Boyer Company and Creamer; confer with Mr Smolka, review message and documents from Mr Rash regarding MBE/WBE issues and documents to prepare for discussion with Mr Wilde on pump procurement.	2.65	490.25	EXP
11/14/02	GHK Edit and revise Creamer construction contract, excerpt scope of work description and revise and edit, excerpt plans and requirements exhibit to compile contract.	0.75	138.75	EXP
	GHK Attend telephone conference regarding closing of bonds; confer with Mr Smolka and Mr Rash concerning Creamer Agreement, closing issues etc; revise and edit Creamer agreement and Boyer Agreement for consideration at meeting.	1.90	351.50	EXP
	GHK Review documents received from BSAI for board meeting.	0.34	62.90	GEN
	GHK Travel to Camp K and attend board of trustees meeting.	2.25	175.00	GEN
	LTO office conference with Gerald H. Kinghorn and begin drafting opinion letter; <i>31 2002/14A</i>	3.90	780.00	EXP
11/15/02	GHK Review water rights memo from Mr Barnett.	0.25	46.25	GEN
	GHK Prepare materials packages for Mr Johnson, fax rate documentation to Mr Prator; review title records for Boyer Trust deeds and prepare correspondence to Mr			

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General

		Hours		
	Gee.	0.45	83.25	GEN
JD	Letter to Eric Johnson enclosing original resolutions and exhibits executed by the Board of Trustees for Emigration Improvement District on 11/14/02.	0.05	2.25	EXP
JD	Research and verify ownership on lots owned by The Boyer Company.	0.30	13.50	GEN
11/18/02				
GHK	Conferences with Mr Gee and provide documents concerning title search and trust deeds on phase 6A lots, notify Mr Gee of need to sure security interest defect;			
	Conference with Ms Arnold regarding closing documents;			
	review and edit opinion of counsel.	0.80	148.00	GEN
LTO	proof and revise form of opinion letter;	0.40	80.00	EXP
11/20/02				
GHK	Confer with Mr Smolka concerning closing documents and debt service coverage; confer with Mr Bowen concerning conservation easement issues and bond closing questions about litigation.	0.45	83.25	EXP
11/21/02				
GHK	Attend closing of revenue bonds and negotiate changes in disbursement and escrow procedures.	2.25	416.25	EXP
11/25/02				
GHK	Confer with Mr Smolka regarding closing.	0.20	37.00	EXP
GHK	Review documents received from Mr Moffat.	0.25	46.25	GEN
11/27/02				
GHK	Confer with Mr Smolka concerning closing costs for loan and Boyer Co documents.	0.25	46.25	OAKS
For Current Services Rendered		31.46	5,594.35	

Recapitulation

Timekeeper	Hours	Hourly Rate	Total
Langdon T. Owen, Jr.	4.30	\$200.00	\$860.00
Gerald H. Kinghorn	2.25	77.78	175.00
Gerald H. Kinghorn	24.56	185.00	4,543.60
Janelle Dannenmueller	0.35	45.00	15.75

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General

11/07/02	Runner Service - Eric Johnson.	Special runner service to	8.25
11/15/02	Runner Service - Johnson.	Runner service to Eric	6.00
11/21/02	Photocopy expense.		55.60
11/30/02	Photocopy expense.		0.60
11/30/02	Postage.		0.37
	Total Expenses		<u>70.82</u> <sup>exp</sup>
	Total Current Work		-5,665.17
	Previous Balance		\$3,013.78
11/18/02	Payment - check # 3560.		-1,435.58
11/18/02	Payment - check # 1486.		-1,578.20
	Total Payments		<u>-3,013.78</u>
	Balance Due		<u><u>\$5,665.17</u></u>

\*\*If you wish, you may now pay by credit card.\*\*

Federal Tax ID #87-0494776