ROAD AGREEMENT BETWEEN BONNEVILLE COUNTY AND CENTURY HOLDINGS LLC

This road agreement, ("Agreement"), is made this 16th day of December, 2016 by and between Bonneville County, Idaho ("County"), and Century Holdings LLC ("Century") for the removal of snow and repair of roadways within the permitted Century area in Bonneville County.

Century will be allowed to remove snow on 115th East during the winter of 2016/2017 and prior to the County removing the snow in the Spring of 2017, as coordinated with the County Road Manager and identified on Exhibit A (collectively referred to as "snow removal activities"). Century will take all necessary precautions not to damage the roadways or private property when removing snow. Century shall repair damages caused by Century or its contractors, subcontractors, employees, and agents to those roadways that the County allows Century to plow snow on. This obligation shall continue during the term of this agreement, and Century shall, prior to the termination of this agreement, as provided herein, repair such damages to such roadways to the same or better condition in which such roadways existed prior to the execution of this agreement. Century shall notify the County Road Manager when snow removal is complete so that he can determine if repairs are required. Century shall repair the damage to the roadways at its sole cost and expense.

Century hereby releases from liability and agrees to indemnify and hold harmless the County and its employees, representatives and agents for any and all liability caused by Century’s snow removal or road repair activities for personal injuries (including death), property loss or damages to Century, its contractors, subcontractors, employees, agents or the general public.

This agreement shall commence upon the date indicated above and shall continue in full force and effect until midnight April 30, 2017 unless a different date is agreed upon in writing by both parties.
Acknowledgement

STATE OF Idaho } ss.
COUNTY OF Jefferson } ss.

On this 16th day of December, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared David Chapple known to me or identified to me to be a member of the limited liability company that executed the instrument and acknowledged to me that such limited liability company executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Marilyn Jensen
Notary Public
Residing at: Jefferson County
My commission expires: August 13, 2018