

Fire Hydrant Use Agreement

This Fire Hydrant Use Agreement (this "Agreement") entered into on this 19th day of March 2024 by and between Southern Skies Home Owners Association Inc. (the "HOA") and Belice Ranch Holdings LLC and its successors and assigns ("Applicant").

Whereas, Applicant desires to have the use of HOA's private well and hydrant (the "Fire Hydrant") installed in the HOA's Fire Pond and Truck turnout Easement as depicted on Lot 11 of the Final Plat for Southern Skies Subdivision as the same was recorded in the office of the Teton County Clerk on 4-4-2008 as Instrument number 196596, as the means for fire protection for Applicant's proposed subdivision, located on that real property owned by the Applicant and described on the warranty deed attached hereto as Exhibit A. This Agreement was approved by the current Teton County Idaho Fire Marshal, Earl Giles III, as of _____, 2024.

NOW THEREFORE, the Applicant shall be allowed to use the Fire Hydrant pursuant to the terms set forth herein. In consideration of their mutual promises and covenants set forth herein, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. Deposit & Final Payment to HOA: Applicant shall make a deposit in the amount of \$5,000.00 to the HOA upon the Execution of this Agreement. A final payment in the amount of an additional \$5,000.00 will be paid to HOA upon Applicant's receipt of final plat approval by Teton County.
2. Maintenance Fees: Applicant agrees to pay to the HOA its "proportionate share" of all maintenance, repair, and capital costs associated with the Fire Hydrant and all ancillary infrastructure. The proportionate share shall be determined by a fraction, the numerator of which shall be one (1) and the denominator of which shall be the number of subdivisions the HOA allows to utilize the Fire Hydrant. The Applicant and its successor homeowners association will make payment to the HOA within 30 days of invoice, on not less than an annual basis.
3. Indemnification: Applicant agrees to hold harmless and unconditionally indemnify HOA from and all claims for liability, damages, demands, losses, costs, or expenses (including reasonable attorney fees, cost of suit and expenses of investigation) brought by, or against applicant, or applicant's agents, employees or assigns by reason of any accidents, damage or injuries of whatever sort to persons or property in any manner caused by or resulting from applicants use of the Fire Hydrant.
4. Successors and assigns: This Agreement shall insure to the benefit of, and be binding on, each party thereto and their respective successors and assigns.
5. Entire Agreement: This Agreement constitutes the entire Agreement between the parties, and supersedes all previous contracts, or documentation related to the subject matter that may have previously been formed by the parties.
6. Interpretation: Whenever possible, each provision of this Agreement shall be interpreted in such manner to be valid under applicable law; but if any provision of this Agreement shall be invalid or prohibited under applicable law, such provisions will be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.
7. Applicable Law: This Agreement shall be governed, interpreted, and construed by the laws of the

State of Idaho, including all procedural laws and the applicable statute of limitations. Any default of this Agreement shall be deemed to have occurred in the State of Idaho.

- 8. Acknowledgment: The Parties acknowledge that they may have both had an opportunity to fully examine this Agreement and completely understand the terms herein. The parties acknowledge that they have full authority to execute this Agreement and that they sign this Agreement with the extension to bind themselves and their successors and their assigns, and they further acknowledge that they sign this Agreement of their own free will and choice, with a full understanding of all the applicable terms and conditions.

IN WITNESS WHEREOF, the parties hereto execute this Agreement of this 19th day of March, 2024.

Belice Ranch Holdings LLC

Southern Skies Home Owners Association Inc.

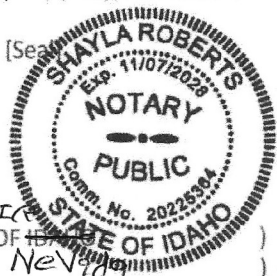
By: [Signature]
Name: Jason Belice
Title: Manager

By: [Signature]
Name: DOUGLAS D. RUSSELL JR.
Title: President,

STATE OF IDAHO)
) ss.
COUNTY OF TETON)

On this 19th day of March, in the year of 2024, before me Shayla Roberts personally appeared Jason Belice, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that he (she) (they) executed the same.

[Signature]
Notary Public
My Commission Expires on 11/07/2028



STATE OF ~~IDAHO~~ NEVADA)
) ss.
COUNTY OF ~~TETON~~ Clark)

On this 21st day of March, in the year of 2024, before me Ian Rachiele personally appeared DOUGLAS RUSSELL JR, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that he (she) (they) executed the same.

[Signature]
Notary Public
My Commission Expires on 07-28-25

[Seal]

