



MEMORANDUM OF UNDERSTANDING FOR ROAD MAINTENANCE

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and among **Iron County (“COUNTY”)** and **Progressive Contracting, Inc. (“PCI”)** (collectively referred to as the “Parties” or individually as a “Party”).

Based upon the mutual promises and conditions contained herein, the Parties agree as follows:

1. **PURPOSE.** The purpose of this MOU is to provide for the use, improvement and maintenance of Modena Canyon Road, also known as Hamlin Valley Road, (hereafter referred to as the “Road”) during PCI operations of the Modena Canyon Mine, while also keeping the Road in good working condition for the general use of the public in keeping with the obligations of the COUNTY for oversight of a Title V road.

2. **CONSIDERATION.** The consideration for this MOU consists of the mutual benefits and exchange of promises provided herein, the sufficiency of which is acknowledged by the Parties by execution of this MOU.

3. **LOCATION.** The location of the approximately 9 miles of Road served by this MOU is a section of the Modena Canyon or Hamlin Valley Road, located in western Iron County, which is a dirt road, beginning at Hwy 56, the section shall include 50 feet of road past the center of the next low water crossing beyond the Modena Canyon Mine entrance.

4. **PCI OBLIGATIONS.** PCI’s obligations will commence once all permits have been issued and approved for the Modena Canyon Mine and PCI has commenced mining operations. As part of this MOU, PCI agrees to undertake the following obligations with respect to the Road:

- a. Improve and maintain the Road to 30 feet wide with 3”-4” non-spec road base generated on site as needed, low water crossings and/or culverts provided by COUNTY, and/or bridges;
- b. All improvements to the Road will remain within the 66 foot County right-of-way;
- c. Generate on-site all non-spec road base for the Road improvements, as needed;
- d. Manage and maintain dust control during improvement, maintenance while PCI is using the Road;
- e. Improve and maintain drainage along the Road;
- f. Remove snow and do general maintenance and upkeep due to weather erosion and as needed for PCI to access the Modena Canyon Mine.
- g. Provide a \$3,000.00 warranty bond for the Road, which bond shall be released 24 months from the start of PCI operations, and after written approval by either the County Engineer or Public Works Director; PCI shall notify the County in writing the

start date of PCI operations.

5. **COUNTY OBLIGATIONS.** As part of this MOU, the COUNTY agrees to undertake the following obligations with respect to the Road:

- a. Supply cattle guards and/or culverts for PCI use as PCI makes improvements to the Road;
- b. Grant permissions to PCI to conduct Road maintenance as outlined during PCI operations;
- c. Clean and remove debris for 1000 feet of creek on the east side of the Road in Section 23 of T33S R19W;
- d. Provide signage for the Road that addresses traffic and use of the Road;
- e. Upon the closure of Modena Canyon Mine and/or conclusion of PCI operations, COUNTY will resume maintenance of the Road in keeping with the historic COUNTY standards for maintenance of the Road.

6. **INDEMNIFICATION.** Subject to the terms of the Immunity Act, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials or employees. No Party shall assume the liability of or indemnify or agree to defend any persons other than those specifically enumerated in statute. PCI agrees that if it believes it has been made a party to a suit as a result of the negligence of COUNTY, it will file a Notice of Claim in accordance with Utah law.

7. **TERM.** This MOU will continue for a period of five (5) consecutive years from the effective date, and the effective date will be considered the date when the Parties each execute this MOU. Once the initial term of five (5) years has expired, this agreement may be renewed upon the same terms for an additional five (5) years or more as agreed by the Parties.

8. **MOU TERMINATION.** This MOU may be terminated by either Party at any time with ninety (90) days written notice.

9. **LAWS OF UTAH.** It is understood and agreed by the Parties that this MOU will be governed by the laws of the State of Utah, both as to interpretation and performance. The forum for the resolution of any legal disputes that arise under this MOU will be located in the Third Judicial District, State of Utah

10. **SEVERABILITY OF PROVISIONS.** If any provision of this MOU is held invalid or unconstitutional, the remainder shall not be affected thereby.

11. **THIRD-PARTIES.** This MOU is not intended and should not be construed to benefit persons or other entities either not named as a Party herein or subsequently added as a Party pursuant to its provisions.

12. **TITLES AND CAPTIONS.** The titles and captions of this MOU are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this MOU.

13. **NON ASSIGNABILITY.** No Party shall transfer or delegate any of their rights, duties, powers or obligations under this MOU, without written consent of the other Party.

14. **NOTICES.** All notices and other communications provided for in this MOU shall be in writing and will be sufficient for all purposes if: (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and (concurrently) sent by first class mail to the Party and to the Party's legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail addressed to the Party at the address the party may designate, return receipt requested. The designated email, phone, fax and address for each of the Parties is attached hereto as Exhibit A.

15. **EXECUTION.** The Parties agree that both must execute this MOU by signing, acknowledging, and may have their respective Attorney approve this MOU as to legality and form. Upon such execution of the MOU, all Parties will provide an original execution page.

16. **ENTIRE MOU; NO WAIVER.** This MOU represents the entire MOU among the Parties relating to its subject matter. This MOU alone fully and completely expresses the MOU of the Parties relating to its subject matter. There are no other courses of dealing, understanding, MOUs, representations or warranties, written or oral, except as specifically provided for in this MOU. This MOU may not be amended or modified, except by a written MOU signed by all Parties. No failure by any Party at any time to give notice of any breach by another Party of, or to require compliance with, any condition or provision of this MOU will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

17. The Parties hereto have executed this MOU as of the date indicated on each Party's execution page.

[signatures hereafter]

AGREED TO AND ACCEPTED this 18 day of Dec, 2024:

IRON COUNTY



MICHAEL P. BLEAK,
IRON COUNTY COMMISSION CHAIR

[SEAL]

ATTEST:

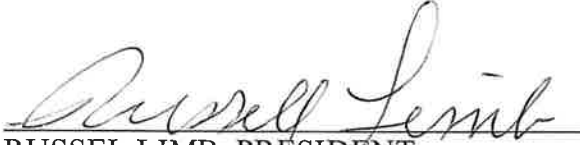


JONATHAN WHITTAKER
COUNTY CLERK



AGREED TO AND ACCEPTED this 17 day of December, 2024:

PCI



RUSSEL LIMB, PRESIDENT
PROGRESSIVE CONTRACTING, INC.