

2/8/89

**TOOELE COUNTY AND THE TOWN OF RUSH VALLEY
ROAD MAINTENANCE AGREEMENT**

SECTION I - CONTRACTING PARTIES: THIS AGREEMENT, made and entered into this 1 day of ^{March}~~February~~, 1989, by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereinafter referred to as "County"); and the TOWN OF RUSH VALLEY, a municipal corporation of the State of Utah, (hereinafter referred to as "Town").

WITNESSETH

SECTION II - PURPOSE: This agreement is for the purpose of committing the County's resources to maintain certain Town Roads located within the municipal limits of the Town of Rush Valley. This agreement is in recognition of the fact that the County's Mormon Trail Road primarily serves as a collector route between State Road 138 from Grantsville to State Roads 199 and 36 in Rush Valley, and also serves as the access route for the recreation areas located along the Stansbury Mountain Range. This agreement is for the purpose of authorizing Tooele County to assume the maintenance of the entire length of the Mormon Trail Road running through the Town of Rush Valley, and the Town Road starting from the Mormon Trail and running easterly to the Town limits and then to State Road 36.

SECTION III - RESPONSIBILITIES OF THE COUNTY: The County agrees, during the term of this agreement, to maintain the surface of the Mormon Trail Road that runs north and south through the Town and also the Town Road,

which commences at the Mormon Trail Road and then runs in an easterly direction to the Town limits and continues towards State Road 36. The County agrees to maintain these Town Roads as collector roads, consistent with the other portions of the Mormon Trail Road located adjacent to and north of the Town. Tooele County shall, however, have no responsibility to maintain or bear any costs relating to acquisition, procurement, or maintenance of rights-of-way, curb and gutters, water crossings or culverts, relocation of utilities, handling flood or runoff waters, or other municipal services. The County also agrees to provide snow removal along said Town Roads, when required.

SECTION IV - RESPONSIBILITIES OF THE TOWN: The Town agrees to pay to Tooele County all of its "C Road" funds allocated to the Town for the Roads to be maintained by the County under this agreement during each year this agreement is in effect, which payments shall commence with the "C Road" allocations received by the Town during 1989, and shall continue each subsequent year this agreement is in effect. The Town agrees to transmit said "C Road" funds allocated to these Roads to the County within thirty (30) days of the date the Town receives the same, with an accounting indicating the total "C Road" funds received by the Town and how the funds were allocated to the County under this agreement.

SECTION V - LIABILITY: It is expressly agreed between the parties hereto that the Town shall indemnify and hold harmless the County from and against all claims for compensation for any loss, damage, personal injury, or death, including attorney's fees, incurred in consequence of a defective, unsafe, or dangerous condition of these Town Roads which are maintained by the County

under this agreement. The Town also agrees, during the term of this agreement, to maintain liability insurance covering the above stated claims for the amounts specified in Section 63-30-33, Utah Code Annotated, 1953, as amended.

SECTION VI - TERM AND TERMINATION: This agreement shall take effect upon its execution by the parties. This agreement shall remain in full force and effect for a term of one (1) year, and shall continue thereafter on a year to year basis, unless terminated pursuant to the following provisions:

A material breach of contract by any party is grounds for termination immediately, if such breach is not remedied after fifteen (15) days' written notice to the defaulting party. After the first year, this agreement may be terminated at any time by either party, provided, however, that such termination shall not be effective until thirty (30) days after the terminating party gives notice of its intention to terminate, and such notice is received by the other party; provided, however, that if this agreement is terminated after the beginning of any calendar year, the County shall be reimbursed on a proportional basis for its maintenance of the Town roads through the date of the termination of this agreement.

SECTION VII - NOTICE: Notices under this agreement shall be sent to the parties at addresses set forth below or to such other address as the parties designate in writing:

COUNTY: Tooele County Commission
 47 South Main Street
 Tooele, Utah 84074

TOWN: Town of Rush Valley
 c/o Jay Fitzwater, Mayor
 Rush Valley, Utah 84069

SECTION VIII - SEVERABILITY: If, during the term of this agreement, it is found that a specific clause of this agreement is declared to be unlawful, the remainder of the contract not affected by such a ruling shall remain in full force.

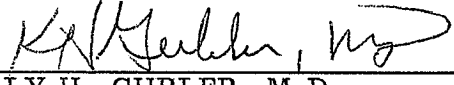
DATED this 1 day of ^{March}~~February~~, 1989.

ATTEST:

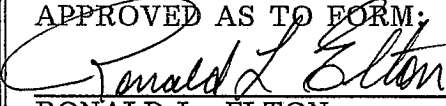

DENNIS D. EWING, Clerk

(S E A L)

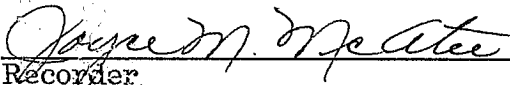
TOOELE COUNTY:

By 
KELLY H. GUBLER, M.D.
Chairman
Tooele County Commission

APPROVED AS TO FORM:


RONALD L. ELTON
Tooele County Attorney

ATTEST:

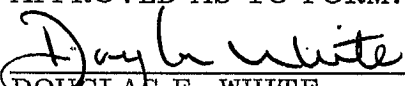

Recorder

(S E A L)

TOWN OF RUSH VALLEY:

By 
JAY FITZWATER, Mayor

APPROVED AS TO FORM:


DOUGLAS F. WHITE
Town of Rush Valley Attorney