

**AGREEMENT
(SNOW PLOWING ON DUKE LANE)**

AGREEMENT made this 20th day of April, 2021, by and between The Pier at Stansbury Park HOA, Inc., P.O. Box 818, Grantsville, Utah 84029 ("HOA"), and Tooele County, a political subdivision of the State of Utah, 47 South Main Street, Tooele, Utah 84074 ("County").

WHEREAS, Duke Lane is a county road located in unincorporated Tooele County; and

WHEREAS, HOA owns and operates a gate that, when closed, prohibits traffic from entering The Pier at Stansbury Park Phase 2 PUD near the south end of Duke Lane; and

WHEREAS, County is obligated to plow snow on Duke Lane; and

WHEREAS, the exit side of HOA's gate, when open, encroaches on the Duke Lane right-of-way and interferes with County's ability to plow snow on Duke Lane; and

WHEREAS, HOA owns and operates a key-pad kiosk that encroaches on the Duke Lane right-of-way; and

WHEREAS, the parties desire to reach a mutually acceptable agreement resolving the above issues;

NOW, THEREFORE, the parties mutually agree as follows:

1. ENCROACHMENTS. County acknowledges the above two encroachments and agrees that they may continue during the term of this agreement.
2. SNOW PLOWING. When two or more inches of snow has accumulated on Duke Lane, HOA shall, at its sole expense, plow the snow on Duke Lane from its gate to the intersection of Junegrass Lane.
3. TERM. The term of this agreement shall run for a period of 10 years from date hereof unless sooner terminated by the parties as provided below. The agreement may then be extended by mutual agreement of the parties.
4. INDEMNIFICATION. In the performance of its duties required by this agreement, HOA shall indemnify and hold County harmless from all claims, expenses, damages, losses or liabilities which arise out of HOA's negligent acts or omissions.

5. COSTS AND ATTORNEYS' FEES. In the event either party defaults in the performance of the covenants and conditions contained herein, the defaulting party shall pay all costs incurred by the non-defaulting party, including reasonable attorney's fees, whether enforcement is pursued through litigation or otherwise.

6. INTEGRATION. This agreement constitutes the entire agreement by and between the parties and supersedes all prior agreements and all contemporaneous oral agreements pertaining to the subject matter hereof.

7. BINDING EFFECT. This agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors-in-interest and assigns.

8. MODIFICATIONS. This agreement may only be amended, modified, or supplemented by written amendment signed by the parties.


9. SEVERABILITY. The unenforceability, invalidity or illegality of any provision of this agreement shall not render the other provisions unenforceable, invalid or illegal.

10. TERMINATION. This agreement may be terminated with or without cause upon 60 days' notice.

TOOELE COUNTY:

THE PIER AT STANSBURY PARK HOA, INC.:



By: Tom Tripp
Chair, Tooele County Council


By: Joe White
Title: President, Pier of OA

APPROVED AS TO FORM:

ATTEST:


Colin Winchester
Deputy Tooele County Attorney


Marilyn K. Gillette
Tooele County Clerk

