

AGREEMENT WITH TOOELE CITY FOR MAINTENANCE (INCLUDING SNOW REMOVAL) ON PORTIONS OF DROUBAY ROAD, SMELTER ROAD, PINE CANYON ROAD AND SETTLEMENT CANYON ROAD

WHEREAS, portions of Droubay Road, a portion of Smelter Road, and a portion of Pine Canyon Road, all serve as geographical boundaries between Tooele City and Tooele County; and

WHEREAS, Settlement Canyon Road crosses the Tooele City/Tooele County boundary in several locations; and

WHEREAS, Tooele City is obligated to maintain the western half of the portions of Droubay Road that serve as a geographical boundary between Tooele City and Tooele County; and

WHEREAS, Tooele County is obligated to maintain the eastern half of the portions of Droubay Road that serve as a geographical boundary between Tooele City and Tooele County; and

WHEREAS, Tooele City is obligated to maintain the southern half of the portion of Smelter Road that serves as a geographical boundary between Tooele City and Tooele County; and

WHEREAS, Tooele County is obligated to maintain the northern half of the portion of Smelter Road that serves as a geographical boundary between Tooele City and Tooele County; and

WHEREAS, Tooele City is obligated to maintain the southern half of the portion of Pine Canyon Road that serves as a geographical boundary between Tooele City and Tooele County; and

WHEREAS, Tooele County is obligated to maintain the northern half of the portion of Pine Canyon Road that serves as a geographical boundary between Tooele City and Tooele County; and

WHEREAS, it will be more efficient and more economical for the parties to exchange and define maintenance responsibilities so that each party maintains both sides of designated portions of Droubay Road, Smelter Road, Pine Canyon Road and Settlement Canyon Road;

NOW THEREFORE, the parties mutually agree as follows:

1. Tooele City shall maintain both sides of Droubay Road from Smelter Road to 1000 North (indicated in yellow on Exhibit A).
2. Tooele County shall maintain both sides of Droubay Road from 1000 North to 1500 North (indicated in red on Exhibit A).
3. Tooele City shall maintain both sides of Smelter Road from Droubay Road to Ericson Road (indicated in yellow on Exhibit A).
4. Tooele County shall maintain both sides of Smelter Road east of Ericson Road (indicated in red on Exhibit A).

5. Tooele City shall maintain both sides of Pine Canyon Road from 1280 North to Copper Canyon Drive (indicated in yellow on Exhibit A).

6. Tooele County shall maintain both sides of Pine Canyon Road east of Copper Canyon Drive (indicated in red on Exhibit A).

7. Tooele City shall maintain both sides of Settlement Canyon Road from SR-36 to the Settlement Canyon toll booth (indicated in yellow on Exhibit B).

8. Tooele County shall maintain both sides of Settlement Canyon Road east of the Settlement Canyon toll booth (indicated in red on Exhibit B).

9. Tooele City shall hold Tooele County harmless for damages caused by Tooele City's maintenance or lack of maintenance on the portions of Droubay Road, Smelter Road, Pine Canyon Road and Settlement Canyon Road assigned to Tooele City in paragraphs 1, 3, 5 and 7.

10. Tooele County shall hold Tooele City harmless for damages caused by Tooele County's maintenance or lack of maintenance on the portions of Droubay Road, Smelter Road, Pine Canyon Road and Settlement Canyon Road assigned to Tooele County in paragraphs 2, 4, 6 and 8.

11. This agreement shall remain in effect through June 30, 2025, unless terminated by either party on 30 days written notice to the other party.

DATED this 2d day of April, 2022.

TOOELE COUNTY:

APPROVED AS TO FORM:



James A. Welch
Tooele County Manager


Colin Winchester
Deputy Tooele County Attorney

TOOELE CITY:

APPROVED AS TO FORM:


Debbie Winn
Mayor


Roger Baker
Tooele City Attorney

Attest:



EXHIBIT A

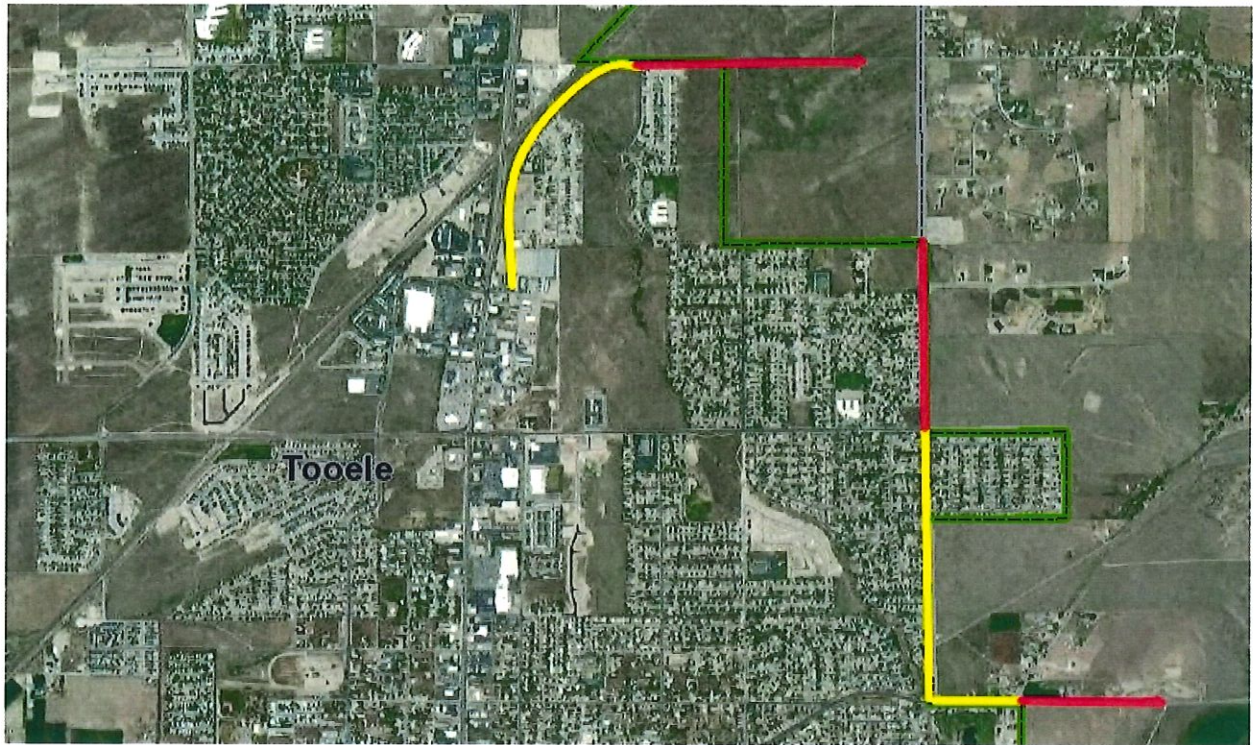


EXHIBIT B

