

CR 230 ROAD REPAIR AND CROSSING AGREEMENT

THIS ROAD REPAIR AND CROSSING AGREEMENT (hereinafter "Agreement") is made this 1st day of September 2020 (hereinafter "Effective Date"), by and between the SAN JUAN COUNTY, whose address legal address is 117 S. Main St., Monticello, Utah 84535 (hereinafter "County") and TWO SWIPE CATTLE CORPORATION, whose legal address is 1420 N. Blue Mtn. Rd. 84511 its successors and assigns (hereinafter "Landowner").

RECITALS

WHEREAS, the County and the Landowner, who own the property known as Deckers Ranch, desire a safe wash crossing at a wash transected by County Road 230 on Section 18, T39S R22E SLM; and

WHEREAS, the old wash crossing consisted of an old car bridge that has been removed but was susceptible to washout when flooding occurs in the area; and

WHEREAS, the County desires to design and construct a safe, concrete low water crossing as reflected in "Attachment A"; and

WHEREAS, during construction, the Landowner and the public require a temporary crossing so that both sides of the wash can be accessed for construction and maintain traffic flow through that area of County Road 230.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

AGREEMENT

1. The Landowner agrees to allow the San Juan County Road Department to design and construct a concrete low water crossing north of the old car bridge on County Road 230; and
2. San Juan County agrees to block off access to the old car bridge and, during construction, to create a temporary crossing so that both sides of the wash can be accessed for construction and maintain traffic flow through that area of County Road 230.

San Juan County also agrees to maintain the low water crossing subject to their routine maintenance schedule, emergency maintenance subject to county policy, and requested maintenance as resources permit and at the discretion of the County Road Supervisor

San Juan County agrees the any modifications or removal of the low water crossing will be done in consultation with the Landowner.

3. The Parties Jointly agree that the low water crossing will installed at the location shown in Attachment A with the associated legal description found in Attachment A.

The parties also agree that the county will record this easement as a permanent easement subject to the terms of this Agreement.

4. Indemnification. The Landowner shall indemnify, release and hold harmless the County and its officers, agents, employees, successors and assignees from any and all actions, proceedings causes of action, claims, demands and/or costs attributable to, whether directly and indirectly, damages or injuries arising out of or resulting from acts or omissions by the Landowner or otherwise arising out of the performance under this Agreement by the Landowner, its employees, agents, contractors or subcontractors, but such indemnity shall not apply to the intentional acts or negligence of the County, its officers, agents, employees, successors and assignees.

5. Force Majeure. No party shall be deemed to be in default with respect to non-performance if due to strikes, lockouts, fire, storm, acts of God or terrorists, or any other cause (whether similar or dissimilar to those enumerated) beyond the party's control; but lack of finances shall in no event be deemed to be a cause beyond a party's control.

6. Assignment. Except as otherwise provided herein, or except as may be hereafter determined by the parties, no party to this Agreement may sell, assign, partially assign or transfer its interest in this Agreement, or any of its rights, duties or obligations hereunder, without the prior written consent of the other party. Whenever consent or the approval of a party is required herein, such party shall not unreasonably withhold, delay, or deny such consent or approval.

7. Waivers.

a. Failure by either party to this Agreement to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

b. By entering this Agreement, the County does not waive, nor shall it be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising by third parties.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the County and the Landowner and their respective successors and permitted assigns.

9. Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

10. Choice of Law. This Agreement shall be interpreted in accordance with the laws of the State of Utah, and all obligations of the parties hereto, created by the Agreement are performable in San Juan County, Utah. Venue of any suit or cause of action under this Agreement shall lie exclusively in San Juan County, Utah.

11. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

12. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

13. Notices. All notices required to be given under the terms of this Agreement shall be in writing and may be mailed or electronically transmitted, addressed to the parties at the addresses listed above.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

Kenneth Maryboy, Chairman
SAN JUAN COUNTY Board of County Commissioners

Date

Lynd Patterson

Lynd Patterson, President
Two Swipe Cattle Corporation

9-1-2020

Date

ATTACHMENT A

Easement Description
Decker Ranch Road – Low Water Crossing
San Juan County Road # “B” 230

A 30 feet easement situated 15 feet left and right of centerline for travel over and across a parcel of land owned by Two Swipe Cattle Company within the NW1/4SE1/4 of Section 18 in T39S, R22E SLM, with the center line more particularly described as follows:

Commencing at the SW Corner of Section 18, T39S, R22E and running thence, N64°18'54"E, 3,475.44 feet to the true Point of Beginning. Thence along said center line N10°49'39"W, 127.15 feet. Thence along a 40.05 feet radius curve to the left, thence northwesterly along said curve 88.44 feet, the chord of said curve is 71.53 feet and bears N73°58'29"W. Thence S44°26'52"W 86.63 feet. Thence along a 68.82 feet radius curve to the right, thence southwesterly along said curve 35.63 feet, the chord of said curve is 35.24 feet and bears S62°19'05"W to a point on the existing travel surface of San Juan County "B" road #230 and the terminus of this center line description.