

DRIVEWAY REPLACEMENT AGREEMENT

This Agreement ("**Agreement**") is made and entered into as of the date executed by all the Parties ("**Effective Date**") by and between Matthew and Angela Dorenbosch, hereinafter referred to as "**Owner**", and Copperton Metro Township, hereinafter referred to as "**Copperton**." The Owner and Copperton may be referred to herein individually as "Party" or collectively as "Parties."

WHEREAS, Owner is the owner of certain real property located at 8626 W State Highway 209, which is within Copperton's boundaries, more particularly described as Salt Lake County Parcel No. 26-08-354-007-0000 the ("**Property**");

WHEREAS, approximately 127 square yards of the existing asphalt driveway on the Property require replacement to tie into a planned sidewalk to be installed by Copperton's contractors. The approximate location of the driveway needing replacement is attached to this Agreement as **Exhibit 1**;

WHEREAS, in recognition of the need to replace the portion of the driveway, Copperton has agreed to compensate the Owner for the cost associated with replacing the section of driveway in lieu of Copperton's contractors performing the work;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Owner and Copperton agree as follows:

- 1. Removal of Driveway Segment.** Owner authorizes Copperton to remove sections of the existing driveway incidental to the construction of the sidewalk, as shown on Exhibit 1, leaving restoration of the driveway and any additional improvements needed to tie into the new back of sidewalk the responsibility of the Owner. Copperton assumes no responsibility for maintaining access or management of stormwater on Owner's property following construction of the sidewalk.
- 2. Driveway Replacement Cost.** Copperton agrees to pay Owner the sum of \$4,514.85 as compensation for the replacement of 127 square yards of asphalt driveway on Owner's property, which is calculated as \$35.55 per square yard.
- 3. Payment Terms.** Within thirty (30) days of the execution of this Agreement, Copperton shall make the payment of \$4,514.85 to the Owner. The payment shall be made by a method mutually agreed upon by both Parties.
- 4. Nature of Payment.** Owner and Copperton acknowledge and agree that the compensation provided under this Agreement satisfies Copperton's entire obligation respecting the replacement of the driveway. The compensation provided under this Agreement is not a purchase transaction and does not constitute income for the Owner. The payment represents reimbursement for lost or damaged goods.
- 5. Driveway Maintenance and Repair.** Upon receipt of the payment described in this Agreement, Owner acknowledges and agrees that Copperton's responsibilities and obligations regarding the driveway are completely fulfilled, and Copperton has no ongoing obligations or responsibilities regarding the driveway, including but not limited to any construction, future maintenance, or repairs. Owner shall be solely responsible for the maintenance and repair of the driveway. Any future repairs or modifications to the driveway shall be at Owner's expense and shall comply with all applicable laws and regulations.

6. **Restoration of Driveway.** Owner shall comply with all applicable, laws, regulations, and ordinances (the “**Regulations**”) when restoring the driveway and tying the driveway into the new back of the sidewalk (the “**Work**”), including but not limited to any applicable ordinances found within Chapters 14.32 and 14.36 of the Copperton Metro Township Municipal Code.

7. **Right to Inspect.** Copperton may inspect the Work at any time pursuant to its authority in Chapters 14.32 and 14.36 to ensure that Owner installs the Work in compliance with the Regulations. If Owner does not install the Work in compliance with the Regulations, Copperton shall issue a notice to repair that specifies the repairs needed for the Work to comply with the Regulations. Owner shall perform any repairs Copperton may require at its sole cost and expense without further reimbursement from Copperton. Owner may dispute any repairs Copperton may require pursuant to Section 14.32.060 of the Copperton Metro Township Code.

8. **Indemnification and Liability.** Owner agrees to hold Copperton harmless from any claims, damages, liabilities, or expenses arising out of or related to the driveway removal and replacement, including but not limited to any accidents, injuries, or property damage that may occur after the removal and/or during or after the replacement process.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between Owner and Copperton regarding the subject matter hereof and supersedes all prior oral or written agreements, understandings, or representations.

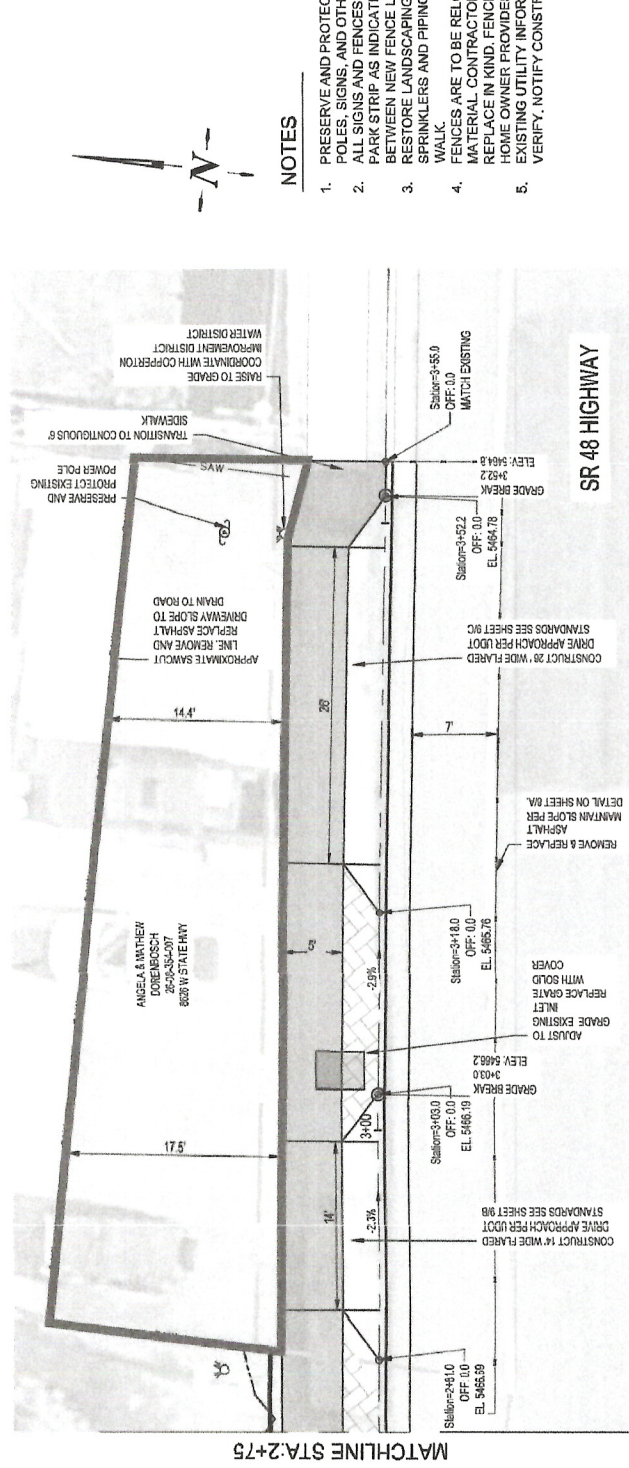
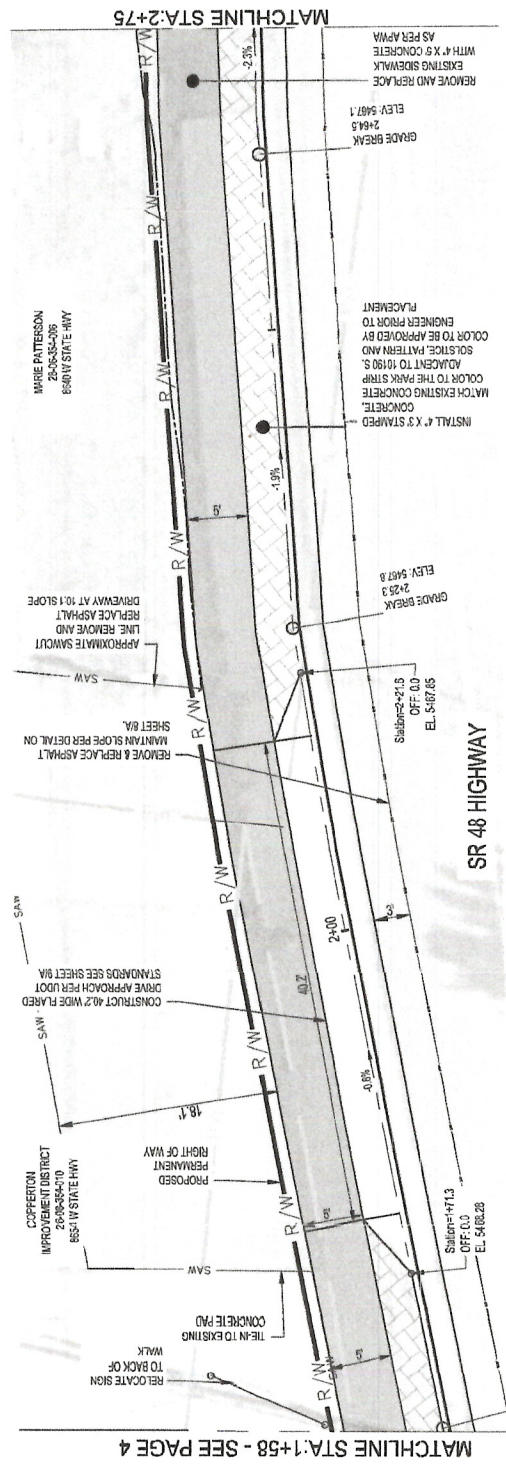
10. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

11. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by any Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.

12. **Governmental Immunity Act.** Copperton is a governmental entity and, as such, is subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq. (the “Governmental immunity Act”). Nothing in this Agreement will be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to Copperton under the Governmental Immunity Act or common law.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the Effective Date.

[Remainder of the page left intentionally blank; signature page(s) follow.]



NOTES

1. PRESERVE AND PROTECT IN PLACE EXISTING WATER METERS, VALVES, HYDRANTS, UTILITY POLES, SIGNS, AND OTHER EXISTING UTILITIES UNLESS OTHERWISE NOTED IN THESE PLANS.
2. ALL SIGNS AND FENCES SHALL BE RELOCATED ADJACENT TO THE BACK OF WALK OR TO PARK STRIP AS INDICATED IN THESE PLANS. IF BEHIND BACK OF WALK, SIGNS SHALL BE BETWEEN NEW FENCE LOCATION AND BACK OF WALK.
3. RESTORE LANDSCAPING ON ALL DISTURBED OR REGRADED AREAS. MOVE/REPLACE SPRINKLERS AND PIPING WITHIN DISTURBED OR REGRADED AREAS TO BEHIND NEW BACK OF WALK.
4. FENCES ARE TO BE RELOCATED OR REPLACED IN KIND WITH SIMILAR TYPE, COLOR, AND MATERIAL. CONTRACTOR TO DOCUMENT EXISTING FENCES BEFORE REMOVAL IN ORDER TO REPLACE IN KIND. FENCE GATES SHALL BE RELOCATED AND SHALL BE OPERATIONAL UNLESS HOME OWNER PROVIDES WRITTEN AGREEMENT TO OMIT REINSTALLATION OF GATE.
5. EXISTING UTILITY INFORMATION SHOWN ON THE PLANS IS APPROXIMATE. CONTRACTOR TO VERIFY. NOTIFY CONSTRUCTION MANAGER IF THERE ARE ANY CONFLICTS.

PROJECT NUMBER	140072
FILE NUMBER	
SHEET NUMBER	5 OF 5
SR-48 SIDEWALK IMPROVEMENTS	
8662 W ALIGNMENT	
SITE PLAN - STA: 1+59 - 4+12	
SALT LAKE COUNTY DEPARTMENT OF PUBLIC WORKS AND MUNICIPAL SERVICES	
2001 SOUTH STATE STREET SALT LAKE CITY, UT 84143	
DESIGNED BY	JAR
DRAWN BY	JAR
CHECKED BY	SK
DATE CHECKED	1/20/22
DATE	
SCALE	1" = 10'
VERTICAL	1" = 5'

EXHIBIT 1

DATED this 27 day of Sept, 2023.

OWNER(s)

Angela Dorenbos

Matthew Dorenbos

COPPERTON METRO TOWNSHIP

Sean Clayton

BY: Sean Clayton

ITS: Mayor