



ROOSEVELT *Utah*

ROOSEVELT CITY COUNCIL NOTICE AND AGENDA

July 25, 2023

Notice is hereby given that the Roosevelt City Council will hold a special meeting on Tuesday July 25, 2023, at the Roosevelt Municipal Building, 255 South State Street, Roosevelt, Utah. The meeting shall begin promptly at 7:30 a.m.


The agenda will be as follows:

1. Call to Order
2. Roll Call
3. Opening Ceremony (*prayer and pledge of allegiance*)
4. Public Comment Period
if you would like to make a comment, but are unable to attend the meeting, please consider emailing your comment to citycouncil@rooseveltcity.com
5. Action Items
 - a. Temporary Access Agreement for Construction of Ball Fields- 10 E. Lagoon Street
 - b. Temporary Access Agreement for Construction of Ball Fields- 1123 Park Ridge Dr.
6. Adjourn

Constitution Park Sports Complex Access

Temporary access for use during construction of sports complex.

Legend

 Temporary Access



TEMPORARY CONSTRUCTION ACCESS AGREEMENT

This Temporary Construction Access Agreement (“Agreement”) is made, entered into and effective this _____ day of July 2023, by and between

**Roosevelt City Corporation, a municipal corporation located in Duchesne County,
State of Utah
255 South State Street, Roosevelt, Utah 84066
 (“City”)**

and

**JIMMY DAVID BROTHERSON JR
1123 Park Ridge Dr., #511-11, Roosevelt, UT 84066
 (“Brotherson”).**

WHEREAS, Brotherson owns the surface estate of real property in Duchesne County, Utah, identified in certain Duchesne County records as Parcel ID 00-0005-7525 and Serial Number R-1641 and as depicted in Exhibit A attached hereto; and

WHEREAS, City owns adjacent real property on the east side of the Brotherson property; and

WHEREAS, City is in the process of improving the adjacent property by constructing ball fields; and

WHEREAS, ingress and egress to City’s property may be most effectively accomplished by crossing over the Brotherson property; and

WHEREAS, Brotherson is willing to allow ingress and egress across the Brotherson property provided that certain conditions are established.

TERMS

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties herein contained, City and Brotherson hereby AGREE AS FOLLOWS:

1. Temporary Access.

- **Right of Use.** Brotherson hereby grants, bargains, assigns, and conveys to City, its agents, employees, assigns, contractors, and subcontractors the right to enter upon and use a Temporary Access Road (“Road”) approximately fifty (50) feet wide. Said road shall be located directly south of 1000 West, measure twenty-five (25) feet east and twenty-five (25) feet west of the 1000 West center line if it continued through the subject property. The fifty (50) foot wide road shall traverse the subject parcel from the northern boundary to the southern boundary as approximately shown and denoted on Exhibit “A”, attached hereto, for the purpose of ingress and egress to City’s adjacent property located east and southeast of the Brotherson property. Said temporary ingress and egress may

include, but is not limited to heavy machinery, motor vehicles and trailers which may be attached thereto.

City, its agents, employees, assigns, contractors, and subcontractors shall have the right at any time to enter upon and use the Road for the purpose of ingress and egress to City's adjacent property, and for any other action reasonably justified for the purpose of Constructing the Roosevelt City Sports Complex. Nothing in this subsection shall be construed in such a way as to allow City, its agents, employees, assigns, contractors, subcontractors or the public, to use the pad for any other purposes.

- 1.1. **Term.** This agreement shall be for a Term of 6 months, or until the Roosevelt City Sports Complex is complete, whichever occurs first, beginning on the effective date. Brotherson will consider reasonable requests for extensions based upon unforeseen delays in the completion of the project.
- 1.2. **Non-Interference.** Brotherson reserves the right to use and enjoy the Road and to allow use by others insofar as Brotherson's use and/or permission and enjoyment does not hinder or interfere with City's rights hereunder.
- 1.3. **Maintenance and General Operations.** City shall be responsible for the improvement of the temporary road by installing road base, to the specifications decided upon by the Roosevelt City Public Works Director. City shall, throughout the duration of this agreement, keep the Road safe and in good order and will properly maintain the Road in such a manner as to minimize interference with Brotherson's use of the Property. Using reasonable efforts, City shall not allow or permit erosion to occur or continue on areas disturbed within or immediately adjacent to the Road and shall promptly repair and reclaim the Road, restoring it to the same condition it was in prior to this agreement upon completion of the project and expiration of this agreement.
- 1.4. **Non-exclusion.** Brotherson grants City non-exclusive use of the Road.
- 1.5. **Indemnity and Release.** City agrees to defend, indemnify and hold Brotherson, his agents, employees, directors, officers, servants, and invitees harmless from and against any and all losses, claims, demands, liabilities or causes of action of every kind and character, in favor of any person or party, for any casualty, and for injury to or illness or death of any person, which losses, claims, demands, liabilities, causes of action, casualty, injury, illness or death relates to, arises out of or is incident to the scope, work or services under this Agreement, and regardless of the cause of such loss or claim, indemnitees' negligence or strict liability, or other legal fault of indemnitees, whether sole, joint or concurrent; excluding, however, such liability, claims losses, damages, or expenses arising from Brotherson's sole negligence, willful misconduct, or fraudulent conduct. City shall fully defend any such claim, demand or suit at its sole expense, even if the same is groundless. City's indemnification of Brotherson hereunder includes any

contractual liability under indemnity agreements that Brotherson may have with third parties concerning property casualty, bodily injury or death to any employee of City. This indemnity shall be limited to the extent necessary for compliance with applicable State and Federal laws.

- 1.6. **Assignment.** This Agreement shall be binding upon and shall be for the benefit of the parties hereto, their respective heirs, successors, affiliates, tenants, lessees and assigns. Any sale or assignment by Brotherson of an interest in the subject property shall be made expressly subject to the terms and conditions of this Agreement.
- 1.7. **Reclamation.** Upon the expiration of this Agreement, except as may otherwise be agreed and extended in writing, City shall within (30) days restore the impacted surface of the Lands to as near as reasonably practicable its original contour and condition and restore and repair, to as near as reasonably practicable the pre-existing condition of any other damage or alteration caused or made by City's use.
- 1.8. **Survival.** All release, indemnification, reclamation and payment of damages or obligations shall survive the termination or expiration of this Agreement.

City:
Roosevelt City

By: Roddie I. Bird JR
Title: Mayor

JIMMY DAVID BROTHERSON JR:

By: _____
Jimmy David Brotherson JR,

EXHIBIT A

TEMPORARY CONSTRUCTION ACCESS AGREEMENT

This Temporary Construction Access Agreement (“Agreement”) is made, entered into and effective this _____ day of July 2023, by and between

**Roosevelt City Corporation, a municipal corporation located in Duchesne County,
State of Utah
255 South State Street, Roosevelt, Utah 84066
 (“City”)**

and

**Eldredge Burr S Trust
10 E Lagoon St, #44-11, Roosevelt, UT 84066
 (“Eldredge”).**

WHEREAS, Eldredge owns the surface estate of real property in Duchesne County, Utah, identified in certain Duchesne County records as Parcel ID 00-0032-4960 and Serial Number R-1641-0004 and as depicted in Exhibit A attached hereto; and

WHEREAS, City owns adjacent real property on the east side of the Eldredge property; and

WHEREAS, City is in the process of improving the adjacent property by constructing ball fields; and

WHEREAS, ingress and egress to City’s property may be most effectively accomplished by crossing over the Eldredge property; and

WHEREAS, Eldredge is willing to allow ingress and egress across the Eldredge property provided that certain conditions are established.

TERMS

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties herein contained, City and Eldredge hereby **AGREE AS FOLLOWS**:

1. Temporary Access.

- **Right of Use.** Eldredge hereby grants, bargains, assigns, and conveys to City, its agents, employees, assigns, contractors, and subcontractors the right to enter upon and use a Temporary Access Road (“Road”) approximately one hundred fifteen (115) feet wide on the north end of the parcel, from the northeast corner of the parcel to a point one hundred fifteen (115) feet west of the northeast corner along the northern edge of the parcel and approximately seven hundred fifty (750) feet long, from the northeast corner of the parcel to a point approximately seven hundred fifty (750) feet south of the north east corner along the eastern boundary of the parcel. The Road shall taper from one hundred fifteen (115) feet wide on the northern side of the parcel to fifty (50) feet wide at the

south end of the subject road, as approximately shown and denoted on Exhibit "A", attached hereto. The purpose of the road is for ingress and egress to City's adjacent property located east of the Eldredge property. Said temporary ingress and egress may include, but is not limited to heavy machinery, motor vehicles and trailers which may be attached thereto.

City, its agents, employees, assigns, contractors, and subcontractors shall have the right at any time to enter upon and use the Road for the purpose of ingress and egress to City's adjacent property, and for any other action reasonably justified for the purpose of Constructing the Roosevelt City Sports Complex. Nothing in this subsection shall be construed in such a way as to allow City, its agents, employees, assigns, contractors, subcontractors or the public, to use the pad for any other purposes.

- 1.1. **Term.** This agreement shall be for a Term of 6 months, or until the Roosevelt City Sports Complex is complete, whichever occurs first, beginning on the effective date. Eldredge will consider reasonable requests for extensions based upon unforeseen delays in the completion of the project.
- 1.2. **Non-Interference.** Eldredge reserves the right to use and enjoy the Road and to allow use by others insofar as Eldredge's use and/or permission and enjoyment does not hinder or interfere with City's rights hereunder.
- 1.3. **Maintenance and General Operations.** City shall, throughout the duration of this agreement, repair and keep the Road safe and in good order and will properly maintain the Road in such a manner as to minimize interference with Eldredge's use of the Property. Using reasonable efforts, City shall not allow or permit erosion to occur or continue on areas disturbed within or immediately adjacent to the Road and shall promptly repair and reclaim the Road, restoring it to the same condition it was in prior to this agreement upon completion of the project and expiration of this agreement.
- 1.4. **Non-exclusion.** Eldredge grants City non-exclusive use of the Road.
- 1.5. **Indemnity and Release.** City agrees to defend, indemnify and hold Eldredge, its agents, employees, directors, officers, servants, and invitees harmless from and against any and all losses, claims, demands, liabilities or causes of action of every kind and character, in favor of any person or party, for any casualty, and for injury to or illness or death of any person, which losses, claims, demands, liabilities, causes of action, casualty, injury, illness or death relates to, arises out of or is incident to the scope, work or services under this Agreement, and regardless of the cause of such loss or claim, indemnitees' negligence or strict liability, or other legal fault of indemnitees, whether sole, joint or concurrent; excluding, however, such liability, claims losses, damages, or expenses arising from Eldredge's sole negligence, willful misconduct, or fraudulent conduct. City shall fully defend any such claim, demand or suit at its sole expense, even

if the same is groundless. City's indemnification of Eldredge hereunder includes any contractual liability under indemnity agreements that Eldredge may have with third parties concerning property casualty, bodily injury or death to any employee of City. This indemnity shall be limited to the extent necessary for compliance with applicable State and Federal laws.

- 1.6. **Assignment.** This Agreement shall be binding upon and shall be for the benefit of the parties hereto, their respective heirs, successors, affiliates, tenants, lessees and assigns. Any sale or assignment by Eldredge of an interest in the subject property shall be made expressly subject to the terms and conditions of this Agreement.
- 1.7. **Reclamation.** Upon the expiration of this Agreement, except as may otherwise be agreed and extended in writing, City shall within (30) days restore the impacted surface of the Lands to as near as reasonably practicable its original contour and condition and restore and repair, to as near as reasonably practicable the pre-existing condition of any other damage or alteration caused or made by City's use.
- 1.8. **Survival.** All release, indemnification, reclamation and payment of damages or obligations shall survive the termination or expiration of this Agreement.

City:
Roosevelt City

By: Roddie I. Bird JR
Title: Mayor

Eldredge Burr S Trust:

By: _____
Lloyd Eldredge,
Trustee

EXHIBIT A