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Corridor Preservation on SR-209 in Sandy City
UTAH DEPARTMENT OF TRANSPORTATION
AND SANDY CITY

7169

COOPERATIVE
CORRIDOR PRESERVATION AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this 30th day of July, 2007, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**" and **SANDY CITY**, a Municipal Corporation in the State of Utah, hereinafter referred to as the "**City**",

WITNESSETH:

WHEREAS, to facilitate traffic flow along the SR-209 corridor within Sandy City between 700 East and 2000 East, the parties hereto desire to designate specific access management and corridor preservation elements; and

WHEREAS, the parties hereto have determined by formal finding that regulation of intersection and access points for future highway improvements is not in violation of the laws of the State of Utah or any legal contract with the **City**.

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions whereunder said rights-of-way shall be preserved.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

(1). To facilitate traffic flow along the SR-209 corridor within Sandy City between 700 East and 2000 East, the following locations are identified as locations for existing or future traffic signal installation. Actual installation will be as determined by the criteria contained in enumerated paragraphs (2) and (6).

SR-209 at 700 East (SR-71)	Existing Signal
SR-209 at about 950 E. 9100 S.	Existing Signal
SR-209 at about 1050 E. 9400 S.	Existing Signal
SR-209 at 1300 East	Existing Signal

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SR-209 at 1700 East	Existing Signal
SR-209 at 2000 East	Existing Signal

(2). The parties hereto agree that proposed traffic signals will only be installed at the intersections in the herein described SR-209 corridor and only as they become warranted as defined by Chapter 4C of the Manual on Uniform Traffic Control Devices (FHWA, current edition), except as noted in enumerated paragraph (6).

(3). In order to promote safety and efficiency within the SR-209 corridor, unsignalized access on the “Ski Connect” portion of SR-209 (from about 950 E. 9000 S. to about 1100 E. 9400 S.) will be limited to three right-in-right-out only accesses spaced minimum 500 feet apart. Access will be limited by the use of a raised median island.

(4). In order to promote safety and efficiency within the SR-209 corridor, there will be no access granted for future development on the “Ski Connect” portion of SR-209 (from about 800 E. 9000 S. to about 950 E. 9400 S.).

(5). In order to promote safety and efficiency within the SR-209 corridor, unsignalized access on to SR-209 (between about 600 E. and 700 E.) will be limited to shared right-in-right-out per **UDOT**’s access management requirements (Administrative Rule R930-6) only for the properties between 600 E. and 700 E as identified in enumerated paragraph (8). Access will be limited by the use of a raised median island.

(6). In order to promote safety and efficiency within the SR-209 corridor between 700 East and 2000 East, all other existing intersections or accesses not identified in enumerated paragraph (1) will remain unsignalized.

(7). In order to promote safety and efficiency along the SR-209 corridor, all other access to the corridor will be administered as per **UDOT**’s access management requirements (Administrative Rule R930-6).

(8). Regarding the three undeveloped parcels on the north-west corner of 9000 South and 700 East:

(a). A Limited Access (LA) line currently prevents two of the three parcels from accessing SR-209. The one existing break in the LA line is not in a desirable location.

(b). It is the intent of the **UDOT** to work with the property owner(s) so that the three

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parcels may develop with adequate internal circulation and access to SR-209.

(c). The **UDOT**, Region Two, will support shifting the one existing access on SR-209 to the west so it can better serve all three parcels. It is likely that the size (width) of the new access onto SR-209 will be smaller than the existing access.

(d). A request to shift the break in the LA line must originate with the property owner(s) as part of a site development plan submitted to the **UDOT** Region Two Permits office.

(e). The property owner(s) will need to agree to cross-access easements so all three parcels can be served by one shared right-in-right-out access on SR-209.

(9). Based upon future considerations and needs, this Cooperative Corridor Preservation Agreement may need to be amended from its original form and, therefore, any desires to amend this agreement shall require the concurrence of the parties hereto.

(10). Unless otherwise terminated, the duration of this Agreement shall commence on the date of execution, and shall continue for a period of fifty (50) years thereafter.

(11). No separate legal entity is created by this Agreement, however, to the extent that any administration of this Agreement becomes necessary, then the Director of UDOT and the Public Works Director of Sandy, or their designees, shall constitute a joint board for such purpose.

(12). The parties do not anticipate that this agreement will require financing by either of them, or that they will jointly acquire or hold any real property under this Agreement, but in the event that any such property is acquired by the parties jointly for the undertaking, and paid for by both of them, then it shall be divided as the parties' representatives shall agree, or, if no agreement is reached, then it shall be divided according to their respective payments for the property, or if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the parties' proportionate share of the purchase of the item of property. If property is purchased at one party's sole expense in connection with this Agreement, then the property so purchased shall be and remain the property of the party, which purchased it.

(13). Nothing herein is intended to confer rights of any kind in any third party.

(14). Either party may terminate this Agreement by the mutual agreement or for cause upon thirty (30) days written notice.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:

SANDY CITY, a Municipal Corporation
of the State of Utah

Molly Spurr

Title Deputy Recorder

Date: 7/18/07

By *Tom Dolan*

Title Mayor

Date: 7/18/07

(IMPRESS SEAL)



RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By *[Signature]*
Region Two Traffic Engineer

Date: 7-30-07

By *[Signature]*
Region Director

Date: 7/30/07

APPROVED AS TO FORM:

The Utah State Attorney General's Office has previously approved all paragraphs in this Agreement as to form.

By *[Signature]*
UDOT Comptroller Office
Contract Administrator

Date: 8/2/07

RESOLUTION #07-36 C

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN UDOT AND SANDY CITY FOR CORRIDOR PRESERVATION ALONG THE SR-209 CORRIDOR WITHIN SANDY CITY BETWEEN 700 EAST AND 2000 EAST.

BE IT KNOWN AND REMEMBERED that the City Council of Sandy City, State of Utah, finds and determines as follows:

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement has been prepared to accomplish such purpose.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sandy City, Utah:

1. It does hereby approve the attached agreement described as an interlocal agreement between UDOT and Sandy City for corridor preservation along the SR-209 corridor within Sandy between 700 East and 2000 East.

2. The Hon. Thomas M. Dolan, Mayor of Sandy City, is hereby authorized to execute the agreement on behalf of Sandy City Corporation and to act in accordance with its terms.

DATED this 10th day of July, 2007.



Bryant F. Anderson
Bryant Anderson, Chairman
Sandy City Council

ATTEST:

Naomi Sturges
City Recorder

RECORDED this 18 day of July, 2007.