

Corridor Preservation on SR-71 in Sandy City
 UTAH DEPARTMENT OF TRANSPORTATION,
 SANDY CITY CORPORATION

Sandy City Copy

8318

COOPERATIVE
CORRIDOR PRESERVATION AGREEMENT
 An Interlocal Agreement

THIS COOPERATIVE AGREEMENT, made and entered into this 3rd day of April, 2008, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**", and **SANDY CITY CORPORATION**, a Municipal Corporation of the State of Utah, hereinafter referred to as "**City**".

WITNESSETH:

WHEREAS, to facilitate traffic flow along the SR-71 corridor between 8800 South and 11400 South, the parties hereto desire to identify locations for existing or future traffic signal installation; and

WHEREAS, the **UDOT** has determined by formal finding that regulation of intersection 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 where under 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-71 (700 East) corridor between 8800 South to 11400 South, the following locations are identified as locations for existing or future traffic signal installation:

SR-71 at 8800 South (Cy's Road)	(Proposed signal)
SR-71 at 9000 South	(Existing signal)
SR-71 at 9200 South	(Potential signal)
SR-71 at 9400 South	(Existing signal)

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SR-71 at 9800 South	(Existing signal)
SR-71 at 10100 South (Carnation Dr.)	(Existing signal)
SR-71 at 10600 South	(Existing signal)
SR-71 at 11000 South	(Existing signal)
SR-71 at 11400 South	(Existing signal)

(2). The parties hereto agree that traffic signals will only be installed at the intersections in the herein described SR-71 corridor and only as they become warranted as defined by Chapter 4C of the Manual on Uniform Traffic Control Devices (FHWA, current edition). It is further agreed that it may be necessary to restrict certain types of movements in the future in order to maintain traffic flow and improve safety through the highway corridor. The **City** shall develop any master plans in this area around this concept and the parties hereto shall work towards the common goal identified in this agreement.

(3). The **City** has requested that a future signal at 9200 south be included in this agreement. **UDOT** has determined that the proposed signal does not meet the minimum signal spacing requirement of ½ mile for an Access Category 5 facility. In order to promote safety and efficiency within the SR-71 corridor, the proposed signal at 9200 South will not be warranted until the east leg of the intersection (Vista's access) is realigned by the **City** to create a four-legged intersection and the signal is warranted as defined by Chapter 4C of the Manual on Uniform Traffic Control Devices (FHWA, current edition). This signal will never be warranted per this agreement only.

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

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

(6) 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

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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.

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

(8) The parties may terminate this Agreement by the mutual written agreement or for cause upon 30 days written notice to the other

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

By: Molly Spers
Title: Dep. Recorder
Date: 3/20/08

By: [Signature]
Title: Mayor
Date: 3/20/08

APPROVED AS TO LEGAL FORM AND COMPLIANCE WITH APPLICABLE LAW

[Signature]
Sandy City Attorney



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RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By: *Jessalilison*
Region Two Traffic Engineer
Date: 4-3-08

By: *Kelly R. R. R.*
Region Director
Date: 4-3-08

APPROVED AS TO FORM:

Erin R. Quinn
The Utah State Attorney General's
Office **ASSISTANT ATTORNEY GENERAL**
paragaphs in this Agreement as to
form, and compliance with applicable
law.

By *Barbara Adams*
UDOT Comptroller Office
Contract Administrator

Date: 4-14-08

2/28/08 MBS
SANDY CITY APPROVALS
Department: *Fay*
Risk Mgt: *CWP*
Budget: *KK*
Legal Form: *JD*
Purchasing Comp: *N/A M/Boz*