

SANDY CITY, UTAH  
and  
UTAH DEPARTMENT OF TRANSPORTATION  
COOPERATIVE AGREEMENT

Utah Department of Transportation  
Roadway Design  
Fourth Floor  
4501 South 2700 West  
Salt Lake City, Utah 84119-5500

4644803

SANDY CITY, UTAH, a Municipal Corporation and Political  
Subdivision of the State of Utah, hereinafter referred to as  
"CITY", and the UTAH DEPARTMENT OF TRANSPORTATION, an agency of  
State government, hereinafter referred to as "UDOT", hereby  
agree as follows:

*no* 01 JULY 88 10:18 AM  
4644803  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
UTAH DEPT. OF TRANSPORTATION  
REC BY: REBECCA GRAY, DEPUTY

RECITALS

WHEREAS, UDOT and the CITY are desirous of acquiring  
right-of-way for, planning and constructing or having  
constructed a section of roadway located in the CITY. The  
roadway is to be constructed as an extension of 9000 South  
Street east of 700 East connecting with 9400 South Street at  
approximately 1100 East (the "PROJECT"). UDOT and the CITY are  
desirous of having the roadway established as a cooperative  
effort between UDOT and the CITY; and

WHEREAS, UDOT has in the past participated with units  
of local government concerning right-of-way acquisition,  
planning and construction of roadway facilities; and

WHEREAS, UDOT and the CITY are public agencies of the  
State of Utah and are authorized to enter into cooperative  
agreements pursuant to Chapter 11-13, Utah Code Annotated,  
(1953), as amended (hereafter "UCA"); and

WHEREAS, UDOT and the CITY are authorized to cooperate  
in the construction, maintenance and use of public highways and  
UDOT may provide services to the CITY on such terms as are

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mutually agreed upon pursuant to Section 27-12-14 UCA.

WHEREAS, pursuant to Section 63-49-3, UCA, it is the purpose of UDOT to promote safety and efficiency through integrated, coordinated systems of transportation, and to this end it is essential that UDOT and the political subdivisions governmental agencies of the state assist and co-operate with each other; and

WHEREAS, UDOT has the general responsibility for statewide highway planning, research, design, construction, maintenance, security, and safety pursuant to Section 63-49-4, UCA; and

WHEREAS, the CITY has the general authority to regulate for the health, safety, and welfare of its citizens and has the specific authority to lay out, establish, open, alter, widen, narrow, extend, grade, pave, or otherwise improve streets pursuant to Section 10-8-8, UCA; and

WHEREAS, the City has the authority to condemn property for public purposes pursuant to Article XI, Section 5 of the Constitution of Utah and Chapter 78-34, UCA.

NOW, THEREFORE, there being good and valuable consideration therefor, the parties mutually agree as follows:

CITY ROLE:

1. The CITY has acquired by purchase, dedication, donation or eminent domain or other lawful means all of the property and property rights needed for the construction of the PROJECT, and/or obtained rights of immediate occupancy therefor

pursuant to condemnation proceedings. It is anticipated that should any property later be determined not so acquired it will be obtained by donation from the property owner(s).

The property acquired is or shall be of sufficient width to accommodate a four-lane roadway with appurtenances, including curb, gutter and sidewalk. Said width is or shall be a minimum of 106 feet. The CITY has and will acquire said property and property rights at no cost to UDOT and shall provide good and marketable title to UDOT prior to the commencement of construction of the PROJECT. The CITY shall defend any challenges made to the title and shall be responsible to pay all costs incurred as a result of such disputes.

UDOT reserves the right to verify the acquisition of property and property rights prior to commencement of the project or may, at any time during the construction, halt said construction until acquisition is verified or the property acquired.

2. The CITY shall provide UDOT with engineering plans for the construction of the PROJECT. Said plans shall conform with UDOT standards and specifications.

UDOT ROLE:

1. UDOT shall construct or cause to be constructed at its expense the highway improvement for the PROJECT. The construction shall be according to the design submitted by the CITY and shall be in conformance with UDOT construction

standards and specifications. UDOT shall maintain the PROJECT facility after it has been constructed without cost to the CITY.

2. All construction work done on the PROJECT that is contracted out by UDOT to third parties shall be done only after there has been advertisement for bids and award to the lowest responsible bidder in conformance with the requirements of State law and UDOT procedures.

3. UDOT shall construct a roadway facility for the PROJECT consisting of two lanes initially with four lanes at the intersection at 9400 South with an additional two lanes being constructed at a future date making the PROJECT a continuous four-lane highway from 700 East to the connection with 9400 South.

4. UDOT shall finance its responsibilities as set forth above and establish and maintain a budget for such financing according to the laws, practices and procedures relative to it.

5. The PROJECT shall be administrated by Joe Reaveley, District Two, UDOT, who shall be responsible for overseeing the PROJECT and coordinating efforts between UDOT and the CITY.

GENERAL PROVISIONS:

1. This agreement may be terminated in part or in whole by written consent of both parties and shall remain in effect until terminated or until all the purposes and provisions of this agreement are completed.

2. It is recognized by the parties that the provisions contained herein shall not be construed to bind the legislative or administrative discretion of the parties contrary to the Constitution of the State of Utah or state law.

This agreement consisting of five pages executed this 29<sup>th</sup> day of JUNE, 1988.

UTAH DEPARTMENT OF TRANSPORTATION

By: *G. Findlay*  
Gene Findlay  
Executive Director

Budget Officer

*for Pierre Carlson*  
Director of Finance

SANDY CITY

By: *J. Steven*  
J. Steven, Mayor

ATTEST:

*Elizabeth Dawson*  
Deputy City Recorder

Approved by an authorized attorney for the State of Utah this 29<sup>th</sup> day of June, 1988.

*[Signature]*

Approved by an authorized attorney for the City of Sandy this 29<sup>th</sup> day of June, 1988.

*[Signature]*