

**Cooperative Maintenance Agreement
Between UDOT and the Town of Hideout
SR-248 Access Improvements at MP 7.33 and 7.42**

This Agreement is made and entered into this ____ day of _____, 2020 by and between the **Utah Department of Transportation**, hereafter referred to as “**UDOT**” and the **Town of Hideout**, a Municipal Corporation of the State of Utah, hereinafter referred to as the “**Town.**”

Recitals

Whereas, the UDOT owns the right-of-way for state route SR-248, which runs through the Town of Hideout in Wasatch County. The Town wishes to install a public street access and an emergency access that will connect with SR-248 in Wasatch County, Utah as shown in Exhibit A, which is incorporated by reference; and

Whereas, the Town of Hideout wishes to construct both access points substandard to UDOT specifications.

Whereas, the UDOT is willing to permit the installation and maintenance of the improvements shown in Exhibit A (“**Improvements**”) in accordance with the terms and conditions of this Agreement; and

This Agreement sets forth the terms and conditions for the installation and maintenance of Improvements.

Now Therefore, it is agreed by and between the parties hereto as follows:

1. UDOT will grant the Town access for construction of the Improvements on the state right-of-way to the Town on State Route SR-248 at MP 7.33 and MP 7.42, by means of an approved access permit from the UDOT Region Two Permits Department.

2. UDOT will require permittees who are issued an encroachment permit within the right-of-way to restore any UDOT improvements that are damaged during permitted activities to their previous condition or better.
3. The Town shall continue to have access rights to establish and maintain the Town's Improvements, subject to the following terms and conditions.
 - a. No rocks, trees, signs, berms, or other non-moveable objects shall be placed in the "clear zone", and the Town shall maintain AASHTO intersection sight distance as defined by the AASHTO Roadside Design Guide, and no trees, shrubbery, etc. that cause sight problems for highway users will be allowed in the right-of-way.
 - b. The Town shall design and construct the Improvements that avoids or minimizes the impact on utilities. If moving utilities is necessary to minimize or avoid impact to such utilities, they shall be moved at the Town's expense. This Agreement in no way cancels and negates any existing right of public or private utilities, including UDOT, to enter upon said right-of-way to construct, reconstruct, repair or inspect their facilities.
 - c. UDOT reserves the right to use the entire right-of-way along SR-248 for snow storage. UDOT will not be held responsible for damage to the Improvements caused by snow removal operations within the right-of-way.
 - d. The Town shall maintain the Improvements in a manner which is consistent with UDOT's standards, rules, and policies. The Town agrees that it will carry out any reasonable repairs on the Improvements that UDOT believes necessary to protect the right-of-way or for safety reasons.
 - e. The Town, at its own expense, shall maintain the Improvements and shall clear debris buildup in the curb and gutter during construction of the Improvements. In the event that the Improvements affect storm drains or ditches the Town shall maintain the affected storm drains and ditches a minimum of twice a year in April and November.
 - f. Irrigation water shall be kept off the pavement. UDOT will not be held responsible for utility cost associated with landscaping improvements.
 - g. The Town and its designees shall abide by all applicable state and federal laws, rules and regulations pertaining to Safety and Traffic Control particularly, but not limited to, the Manual of Uniform Traffic Control Devices in the construction, maintenance and repair work of the Improvements.
4. UDOT shall remain the owner of the real property on which said Improvements are constructed. If UDOT decides to use such property for transportation purposes, the Town shall remove and/or relocated the Improvements at its own expense, and no reimbursement will be made for the Improvements. Furthermore, if UDOT determines that the Improvements become a hazard, they will be removed at the Town's expense. Notwithstanding the forgoing, public accesses to SR-248 will be allowed to exist at MP 7.33 and MP 7.42 consistent with the current corridor agreement signed by UDOT for the affected portion of SR 248.
5. It is understood that access maintenance and servicing of the Improvements located on the right-of-way shall be the sole responsibility of the Town and will be allowed

by permit issued by UDOT to the Town and that the Town and its contractor or designee will obtain said permit.

6. The Town shall at all times protect and indemnify and save harmless UDOT from any and all claims, demands, judgements, costs, expenses and all damage of every kind of nature made, rendered, or incurred by or in behalf of any person or corporation whatsoever, in any manner due to arising out of injury to or in death of any person, or damage to property of any person or persons whomsoever, including parties hereto and their employees, or in any damage to property of any person or persons whomsoever, including the parties hereto and their employees, or in any manner arising from or growing out of the Town's construction, maintenance, operation or repair of Improvements, or the failure to properly construct or maintain the same, and from all costs and expenses, including attorneys fees related thereto.
7. The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights shall not waive such rights and such party can enforce such rights at any time. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects.
8. This Agreement and the Cooperative Emergency Access Agreement between UDOT and the Town of Hideout ("**Access Agreement**") contain the entire agreement between the parties covering the subject matter hereof. No subsequent modification or amendments to this Agreement or the Access Agreement will be valid unless in writing and signed by both parties. This Agreement shall be deemed to be made under and shall be governed by the law of the State of Utah in all respects. The Town shall not assign this Agreement without UDOT's written consent. This Agreement does not create any type of agency relationship, joint venture or partnership between UDOT and the Town. Each party represents that it has the authority to enter into this Agreement.

[END OF AGREEMENT. SIGNATURE PAGE FOLLOWS.]

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

Town of Hideout

By: _____ Date _____

Mayor, Phil Rubin

By: _____ Date _____

Title, Additional Official if Required

Utah Department of Transportation

By: _____ Date _____

District Engineer, Eric Chaston

By: _____ Date _____

Traffic Operations Manager, Lisa Zundel

By: _____ Date _____

Region Director, Bryan Adams

By: _____ Date _____

Comptroller's Office