

CORRIDOR PRESERVATION ALONG US-191

CORRIDOR PRESERVATION AGREEMENT

THIS CORRIDOR PRESERVATION AGREEMENT, made and entered into this 5th day of November, 2024, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”; and **San Juan County**, a political subdivision in the State of Utah, hereinafter referred to as the “**LOCAL JURISDICTION**”.

RECITALS:

WHEREAS, the parties mutually desire to preserve a corridor along the US-191 corridor from MP 114 to the North border of San Juan County (approximately MP 119). The purposes are to facilitate traffic flow, maintain safety, and to maintain compliance with **UDOT’s** current Access Management Standards and practices.

WHEREAS, UDOT completed a Concept Study in June of 2022 that shows US-191 will need additional capacity by the year 2040, and the Concept Study can be found at the following web address:

<https://storymaps.arcgis.com/stories/9ed5c0b50dc94c4482e7e44b5bf7eaa>

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

1. **Access Category.** As development occurs and the LOCAL JURISDICTION believes a change in any of the access categories along the US-191 corridor is necessary, a request shall be submitted to UDOT through the LOCAL JURISDICTION. The request shall include an explanation of the need for the change. A request for reassignment in access category shall not be made solely to accommodate planned growth of an entity, a specific access request, or to allow the permitting of access connections that would otherwise not be permitted. US-191 as referenced herein is a UDOT Access Category 2 facility. Thus, changes to access locations are not guaranteed and are required to follow the UDOT policy and process for access change, along with other applicable law, which includes approval from the Central UDOT right of way director and payment for the appraised value of the change in access.
2. **Compliance with Access Category.** All parties will maintain traffic signal, street, and access spacing according to this agreement.
3. **UDOT Requirements.** UDOT, as part of this corridor and access control agreement, requires the following conditions/requirements to be met and maintained:
 - A. Offsetting of existing and future streets is not encouraged. The streets should access at 90-degree angles and line up across the intersection. Should there be a need for any variation from this standard, an allowable skew of no greater than 15 degrees will be accepted.

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- B. Every effort possible should be made for existing non-street accesses onto US-191 to be combined and access made to internal roadway systems in the development and not directly onto US-191 in accordance with LOCAL JURISDICTION'S master street plan. This is to help facilitate the traffic flow onto and along US-191 by limiting access onto US-191 from roadway systems and not individual accesses. It is recommended that such accesses be set back from the US-191 intersections consistently with UDOT's road classification standards, except that right in/right out accesses shall be permissible at a minimum distance of 1,320 feet along the US-191 corridor.
- C. Any local right-of-way that is intended to be a road accessing US-191 that does not meet spacing standards shall be right-in/right-out, and UDOT's approval of the right-in/right-out is not guaranteed.
- D. If existing UDOT roadway rights-of-way, including easements, are proposed to be used by new developments for the construction of acceleration/deceleration lanes; additional property will be required to be dedicated to UDOT so as to preserve right-of-way for future UDOT projects such as roadway widening, shoulders, drainage features, etc.
- E. When practical, the LOCAL JURISDICTION should work to provide for all permanent improvements above ground to have a set back of 112 feet from the current center line of the road to facilitate future widening of US-191. If the LOCAL JURISDICTION believes it cannot maintain that set back distance, it will notify UDOT not less than ninety days before issuing an approval without that set back distance.

4. Designations Unchanged. Segments of the highway which are currently designated as No Access, Limited Access, or Regular Right-of-Way are unchanged by this Agreement.

5. Master Plans. The parties shall consider the concepts contained herein during the development of any master plans in this area and work towards the common goal of this Agreement.

GENERAL TERMS: The following terms apply to this Agreement:

A. Any party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

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To UDOT:

UDOT
4501 South 2700 West
Box 143600
Salt Lake City, UT 84114
Attention: Deputy Director
UDOT Region Four
210 W 800 S
Richfield, UT 84701

To: San Juan County

Mack McDonald
County Administrator
117 South Main
PO Box #9
Monticello, Utah 84741

With a copy to:

Assistant Attorney General (UDOT)
4501 South 2700 West
Box 148455
Salt Lake City, UT 84114

B. The parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action. The parties further agree to work together cooperatively and in good faith to accomplish the intent of this Agreement.

C. UDOT's consent, review, acceptance, approval, or other action or inaction relating to any conditions, inspections, plans, specifications, or other work arising out of this Agreement is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same; it does not relieve the other Party of any duties (including but not limited to duties to ensure compliance with applicable standards); and it does not constitute a waiver by UDOT of the other Party's obligation to comply with applicable standards. Any consent, review, acceptance, approval or other action or inaction must be provided by UDOT's authorized employee or representative.

D. No part of this Agreement may be waived, whether by a party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the party waiving. Neither party may assign or delegate this Agreement and actions required by it without the other party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be in brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties. This Agreement shall not be construed against a drafter. Before taking any legal action in connection with this Agreement, each party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive and

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they do not limit any other remedies available to the parties. The indemnity provision, remedies, and other terms that by their nature are intended to survive this Agreement’s termination shall survive. Nothing in this Agreement shall be construed to limit or alter UDOT’s governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each party. This is the entire agreement of the parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each party warrants that all of its representatives who are necessary to make this Agreement fully binding against the party (and its successors and assigns, if any) have signed below with the party’s authorization, and that this Agreement’s terms do not violate laws, contracts, or commitments that apply to the party. This Agreement may be signed in counterparts and signed electronically. This Agreement does not create any power of agency, joint venture, partnership, or other relationship among the parties, and it is intended only for the parties hereto and does not create any third-party beneficiaries.

IN WITNESS WHEREOF, the parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

ATTEST:

San Juan County
a political subdivision in the State of Utah

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Region Four Traffic Operations Engineer

By: _____
Region Four Deputy Director

Date: _____

Date: _____

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APPROVED AS TO FORM:

This Form Agreement has been previously approved as to form by the office of Legal Counsel for the Utah Department of Transportation.

COMPTROLLER OFFICE

By: _____
Contract Administrator

Date: _____