

ACCESS MANAGEMENT AGREEMENT

This **ACCESS MANAGEMENT AGREEMENT** is made and entered into this _____ day of _____, 2017, by and between the **UTAH DEPARTMENT OF TRANSPORTATION (UDOT)**, the **CITY OF OREM (Orem)**, a municipal corporation of the State of Utah, with its principal address at 56 North State Street, Orem, Utah 84057, and **TOWN OF VINEYARD (Vineyard)**, with its principal address at 240 East Gammon Road, Vineyard, Utah 84058.

WITNESSETH:

WHEREAS, the parties hereto acknowledge that SR-114 (Geneva Road) between approximately Center Street and 1600 North (Orem addresses) is an important corridor for north-south traffic flow; and

WHEREAS, this section of Geneva Road currently handles a large volume of traffic and it is anticipated that substantial new volumes of traffic will use this section of Geneva Road as new growth and development continues to occur in the surrounding areas of **Orem** and **Vineyard**; and

WHEREAS, the parties acknowledge that an access management plan is needed for this section of Geneva Road in order to improve safety, reduce traffic conflicts, and improve efficiency of traffic movement; and

WHEREAS, the parties acknowledge that in the future this section of Geneva Road needs to be widened to seven lanes of travel with three northbound lanes, three southbound lanes, turn lanes at intersections, and a raised median as generally shown in the Geneva Road Widening Concept Plan (hereinafter the "Roadway Concept Design") which is attached hereto as Exhibit "A" and by reference is made a part hereof; and

WHEREAS, the parties hereto desire to preserve a corridor along Geneva Road from Center Street to 1600 North for the desired future widening of this section of Geneva Road; and

WHEREAS, the parties hereto support the roadway realignment in the vicinity of 400 North as shown in the Roadway Concept Design to eliminate the skewed railroad crossing, and

WHEREAS, the parties hereto desire to limit and regulate the number and location of accesses and streets intersecting with Geneva Road in order to facilitate optimum traffic flow, and to be in accordance with current (August 2013) Utah Administrative Rule R930-6 regarding access management.

COVENANTS

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

1. **Access Management Plan.** The parties hereby agree to an access management plan for Geneva Road between Center Street and 1600 North (Orem addresses) that contains the following elements:

- 1.1. **Signalized Intersections.** Signalized intersections will be provided at the following locations:

- | | |
|--|-------------|
| A. Orem and Vineyard 400 South* | (Existing) |
| B. Orem Center Street / Vineyard Mill Road | (Existing) |
| C. Orem and Vineyard 400 North | (Warranted) |
| D. Orem and Vineyard 800 North / Vineyard Connector Road | (Existing) |
| E. Orem 1200 North | (Proposed) |
| F. Orem and Vineyard 1600 North | (Existing) |

*This intersection is included because it is within the boundaries of both cities even though it is outside the limits of the Roadway Concept Design.

- 1.2. **Non-signalized, Full Movement Intersections.** The following locations are future intersections and are shown as “Mid-block Access” on the Roadway Concept Design. They are planned to have full traffic movements but **will not be signalized**. As noted below, if conditions change and any of these locations are considered for signalization in the future, a written amendment to this agreement is required and must be signed by all parties (**Orem, Vineyard, and UDOT**). **UDOT** has the right to extend the raised median through any of these intersections if necessary for the safety of the traveling public or for increased capacity of the highway, making these accesses right in/right-out pursuant to Utah Code Sections 72-3-109 and 41-6a-208, Utah Administrative Code R930-6, and it’s police powers. Prior to doing so, **UDOT** shall consult with **Orem** and **Vineyard** as it pertains to the street grid network system. These locations are approximate:

- A. Orem and Vineyard 200 North
- B. Orem and Vineyard 600 North
- C. Orem and Vineyard 1000 North
- D. Orem and Vineyard 1400 North

The final locations must conform to the spacing requirements of Utah Administrative Code R930-6 Table 1 - State Highway Access Management Spacing Standards for Category 5.

- 1.3. **All Other Access Points to be Right-In/Right-out.** All other access points along the Geneva Road corridor between Center Street and 1600 North (other than those described in sections 1.1. and 1.2. above) will be Right-In/Right-Out only because of the raised median to be constructed as shown on the Roadway Concept Design.
 - 1.4. **Conformance with Spacing Requirements.** All final access locations must conform to the spacing requirements contained in Utah Administrative Rule R930-6 Table 1 - State Highway Access Management Spacing Standards for Category 5. The current state highway access management spacing standards for a category 5 roadway are: minimum signal spacing 2,640 feet, minimum street spacing 660 feet, and minimum driveway spacing 350 feet.
 - 1.5. **Existing Accesses.** Existing accesses to Geneva Road from individual parcels of property which do not conform to current spacing requirements will be allowed to remain, i.e. “grandfathered in”, until such time that the property served by the access or accesses is developed, redeveloped, or subject to **UDOT**’s review pursuant to R930-6. However, all access points other than those described in Sections 1.1. and 1.2. will be converted to right-in/right-out accesses only upon installation of the median as shown in the Roadway Concept Design. Non-conforming accesses to individual parcels of property will be re-evaluated as required by R930-6 and will be brought into current conformity to the greatest extent possible.
 - 1.6. **Access Cross-Sections.** Typical cross section geometry for unsignalized full movement private or public accesses (designated as mid-block accesses on Exhibit “A”) will have one 16-foot receiving lane, one 12-foot left turn exit lane, and one 12-foot right turn exit lane. Typical cross section geometry for right-in, right-out movement private or public accesses (unsignalized) will have one 14-foot receiving (right-in) lane and one 14-foot exit (right-out) lane. The cross-section for these accesses shall generally not exceed nor be less than the dimensions described above unless there is a compelling reason to deviate from these standards. Signalized intersections are subject to wider cross sections for the approach lanes and will depend on the specific intersection being analyzed.
2. **Implementation of Agreement.** The parties agree to apply and conform to the access management principles described in this Agreement (including as shown on Exhibit “A”) with regard to the approval of future development. **Orem** and **Vineyard** shall also incorporate the terms contained in this Agreement in their respective transportation master plans and applicable ordinances, subject to approval by their respective City or Town Council.
 3. **Modification of Agreement.** No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

- 4. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other party.
- 5. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.
- 6. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective party and to bind such party. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.

IN WITNESS THEREOF, 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:

VINEYARD TOWN, a municipal corporation in the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

ATTEST:

CITY OF OREM, a municipal corporation
in the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Region Three Traffic Operations Engineer

By: _____
Region Three Director

Date: _____

Date: _____

APPROVED AS TO FORM:

COMPTROLLER OFFICE

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

By: _____
Contract Administrator

Date: _____

