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Corridor Preservation along US-40 from  
SR-32/River Road to Heber City north city limits  
**WASATCH COUNTY**  
Federal ID No. 876000299

**COOPERATIVE CORRIDOR ACCESS AGREEMENT**

**THIS AGREEMENT**, made and entered into this 24<sup>th</sup> day of November, 2008, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**" and **WASATCH COUNTY**, a political subdivision in the State of Utah, hereinafter referred to as the "**COUNTY**",

**WITNESSETH:**

**WHEREAS**, for the purposes of this Agreement, "the US-40 Corridor" is defined as that section of US-40 between Mile Post 13.21 (SR-32/River Road) and Mile Post 16.32 (northern boundary of Heber City as of 2008, hereafter referred to as "Heber City Limits"), which is a limited access facility; and

**WHEREAS**, to facilitate traffic flow along the US-40 Corridor as defined above, the parties hereto desire to designate specific access management and corridor preservation elements; and

**WHEREAS**, UDOT has determined by formal finding that regulation of intersection and access points for future highway improvements are not in violation of the laws of the State of Utah or any legal contract with the **COUNTY**; and

**WHEREAS**, this Agreement is made to set out the terms and conditions under which the US-40 Corridor shall be managed and preserved; and

**WHEREAS**, the purpose of this Agreement is to establish a cooperative and continuing agreement between the **COUNTY** and **UDOT** that identifies points of access with US-40 and documents transportation planning decisions made for the US-40 Corridor; and

**WHEREAS**, the aforementioned transportation planning decisions are focused on the functionality, safety, and operation of the US-40 Corridor to establish points of access (signalized, street, or driveway) for the accommodation of existing and future development as well as serve the envisioned mobility for the area; and

**WHEREAS**, the Agreement shows the specific access management elements necessary to simultaneously maintain traffic flow, provide access to existing and anticipated development, and protect the public interest in highway capacity, safety, and mobility; and

**WHEREAS**, the US-40 Corridor is a four-lane highway with a continuous two-way left-turn median. It has a posted speed limit of 55 MPH until just north of Heber City Limits where it is reduced to 35 MPH. The average annual daily traffic (hereafter "AADT") for the subject US-40 Corridor is currently about 15,000 vehicles per day. This volume is estimated to double in the next 20 years to 30,000 vehicles per day; and

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**WHEREAS**, currently there are several developments planned along the segment of US-40 from the SR-32/River Road intersection to Heber City Limits. Included in these future developments are the Utah Valley University (UVU) Heber Campus and the surrounding Jordanelle Ridge residential development. The designs and locations of the access points for these planned developments will have a profound impact on the operation and function of the US-40 Corridor; and

**WHEREAS**, as defined by the Utah State Rule 930-6, Accommodation of Utilities and the Control and Protection of State Highway Rights of Way, the US-40 Corridor has been designated an Access Category 4. This Category constitutes minimum traffic signal spacing of 2,640 feet (one-half mile), minimum street spacing of 660 feet, and minimum access spacing of 500 feet. Additionally, a limited access right-of-way control line exists along both sides of US-40;

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

**Part 1. Preferred Corridor Operation and Access Locations**

The US-40 Corridor will continue to operate as a limited access, high speed, high capacity facility.

All existing access locations in the corridor may continue to serve adjacent properties. However, any new development or redevelopment will become a permitted situation and may necessitate an evaluation of any existing access on a case-by-case basis to determine if they will be closed, relocated, modified in any way, shared with another access, or remain as is. Developments may be required to construct raised medians to enforce access control. Specific intersections are noted as follows:

1. The existing Moulton Lane intersection will be replaced by a new intersection north of the existing Moulton Lane intersection. This intersection is proposed to be a 3/4 movement intersection if a grade separated interchange is constructed at SR-32/River Road.
2. The first full major intersection south of SR-32/River Road will be located at North College Way. This intersection will become the main access to the UVU campus.
3. The east leg of Potter Lane (opposite the existing access to UVU) may be restricted to right in/out movements if a grade separated interchange is constructed at SR-32/River Road.
4. The second full major intersection south of SR-32/River Road will be at the entrance to the Wasatch Commons Development.
5. The third full major intersection south of SR-32/River Road will be near the existing Coyote Lane intersection, approximately one mile south of Potter Lane.



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6. All other major access locations will be located with at least one-half mile spacing. These could be located near the existing Lloyd Lane intersection (1520 North) and the 1200 North intersection about one-half mile north of the Heber City Limits.

Traffic signals will be allowed only at the following locations when warranted and approved by **UDOT** (see attached Wasatch County North Village Transportation Plan):

1. North College Way
2. Street access to Wasatch Commons Development
3. Coyote Lane

**Part 2. Plan Adoption**

It is the intent of the Agreement to adopt this plan for making future transportation decisions along the US-40 Corridor. By signing this agreement, **UDOT** and the **COUNTY** will make every effort to ensure this plan is adopted so the corridor will operate at the highest level of safety, capacity, and mobility.


**Part 3. Agreement Constitutes a Memorandum of Understanding**

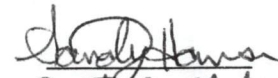
The **UDOT** and the **COUNTY** enter into this Agreement as a memorandum of understanding and indication of mutual interest and cooperation in preserving the safety, capacity, and mobility of the US-40 Corridor. Neither party anticipates that monetary consequences can affect either party as a result of this Agreement. This Agreement supercedes the previous Cooperative Corridor Access Agreement dated July 12, 2006 between **UDOT** and the **COUNTY**.

**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:**

**WASATCH COUNTY**, a political  
subdivision in the State of Utah

By:   
Title: WASATCH Co. MANAGER  
Date: 10/23/08  
(IMPRESS SEAL)

By:   
Title: Deputy Co. Clerk  
Date: 10-23-08



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**RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION**

By:   
Utilities/Railroads Coordinator

By:   
Region Director

Date: 11/13/08

Date: 11-13-08

**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: 11/24/08