

## COOPERATIVE AGREEMENT

**THIS AGREEMENT** is made and entered into as of 09/13/2022, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, an agency of the State of Utah, hereinafter referred to as “**UDOT**” and **SANTAQUIN CITY**, a Utah municipal corporation, hereinafter referred to as “**Local Government**” (UDOT and the Local Government are collectively referred to herein as the “parties”).

### RECITALS

**WHEREAS, Local Government** will receive certain funds through Utah County consistent with Utah Code Section 72-2-117.5 from the Local Corridor Preservation Fund managed by the Mountainland Association of Governments; and

**WHEREAS, Local Government** intends to use such funds to purchase certain real property as shown on Attachment A, attached hereto and made a part hereof, being a parcel containing 3.403 acres (the “Property”); and

**WHEREAS, Local Government** intends to purchase the Property to plan and preserve an area as a transportation corridor through surrounding development, and **UDOT** believes that such corridor (whether built into a road by **Local Government** or by **UDOT**) might be suitable for use as a future realignment of SR-198 further east of the existing SR-198 frontage road at the north Santaquin interchange if the Utah Transportation Commission were to approve such a realignment and purchase in the future to help with the overall functionality of the I-15 interchange in the area, which realignment is shown generally on the Property at Attachment A (the “Roadway ROW”); and

**WHEREAS,** the parties want to give **UDOT** the ability to purchase the Roadway ROW on the Property from the **Local Government** for the pro-rata portion of the original purchase price paid by the **Local Government**, or the then-current market value of the Property based on a then-current appraisal, whichever is less, in exchange for **UDOT** assuming ownership and all responsibilities for the Roadway ROW (but only if the Utah Transportation Commission approves such a purchase).

**NOW THEREFORE,** in consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and the following mutual promises, it is agreed by and between **UDOT** and **Local Government** as follows:

1. This Agreement applies to the Roadway ROW, which is part of the corridor identified as 900 East, Highland Drive, and Hwy 198 in Santaquin City.
2. When the **Local Government** identifies and purchases the Property with money from the Local Corridor Preservation Fund, the **Local Government** shall provide written documentation to **UDOT** concerning the Property (including its condition and purchase price). If at any time **UDOT** determines, in its sole discretion and with the approval of the Utah Transportation Commission, that the Roadway ROW on the Property is needed for a funded **UDOT** project, **UDOT** may purchase the Roadway ROW from the **Local Government** for the

original purchase price paid by the **Local Government**, or the then-current market value of the Roadway ROW based on a then-current appraisal, whichever is less. On terms as agreed to by the Parties, **UDOT** may also purchase any other portion of the Property (or interest in the Property) that **UDOT**, in its sole discretion, determines is needed in connection with the Roadway ROW. Purchases made by UDOT, if any, may be made using UDOT's standard purchase agreement and deed forms as agreed to by the Parties.

3. The following general terms apply to this Agreement:

a. Any party may give a written notice under this Agreement by delivering it to the following physical addresses (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):

<p>To UDOT:</p> <p>UDOT          4501 South 2700 West          Box 143600          Salt Lake City, UT 84114          Attention:          Phone: (801)          Email:</p>	<p>To Local Government:</p> <p>Santaquin City          275 West Main Street          Santaquin, Utah 84655          Attention: City Manager          Phone: 801-754-3211          Email:</p>
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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.

c. 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 does not create any 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. 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 a court in Utah County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. Time is of the essence. This Agreement shall be construed to enforce its provisions to the fullest extent allowed under applicable law to give effect to the intent of the parties, whether or not any provision of this Agreement is invalidated. All parties negotiated this Agreement and are collectively considered its 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 in good faith in an effort to resolve it. 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 its authorized representative has signed this Agreement with authority to bind such party, which also binds its successors and assigns. Each Party warrants that all signatures necessary to make this Agreement binding against the Party have been included below, and that this Agreement's terms do not violate other contracts and commitments of the Party. This Agreement may be signed in counterparts and signed electronically.

**IN WITNESS WHEREOF**, 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 (City Recorder):**

**SANTAQUIN CITY**, a Utah Municipal Corporation

By: Camille A. Moffat

By: Daniel M. Olson

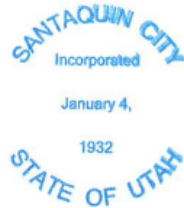
Title: Deputy City Recorder

Title: Mayor

Date: 09/12/2022

Date: 09/10/2022

(IMPRESS SEAL)



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**RECOMMENDED FOR APPROVAL:**

**UTAH DEPARTMENT OF TRANSPORTATION**

By: Charles L. Abbott

By: Rob Clayton

Director of Right of Way

Region Three Director

Date: 09/09/2022

Date: 09/12/2022

**UDOT COMPTROLLER'S OFFICE:**

By: Kristi Barry

Contract Administrator

Date: 09/13/2022

# Attachment A

## Map of the Property (parcel containing 3.403 acres)

