

**AGREEMENT**

This Agreement ("Agreement") is entered into as of June 15, 2015, by and between Provo City ("Provo"), a municipal corporation and the City of Orem ("Orem") a municipal corporation.



**RECITALS**

- A. Provo and Orem have historically considered the street known as 2000 North, Provo and 2000 South, Orem to be the existing and/or future boundary between both cities from the western boundary of Interstate 15 (I-15) right of way to Geneva Road. For ease of reference, the entire width of that street located west of I-15 and alternately known as 2000 North, Provo and 2000 South, Orem (and including future extensions of that street to the west of Geneva Road) is hereinafter referred to as "2000 Street."
- B. Provo and Orem have historically worked together regarding annexation issues to ensure that their common boundaries are mutually beneficial to both cities.
- C. Provo has adopted an annexation policy plan which includes the area west of I-15 and south of Provo's 2000 North Street in Provo's future annexation area.
- D. Orem has adopted an annexation policy plan which includes the area west of I-15 and north of Orem's 2000 South Street in Orem's future annexation area.
- E. Provo has previously accepted annexation plats that border on the south of 2000 North including an annexation plat known as the "Lakeview Addition No. 8" in March of 2004. This annexation plat included a portion of 2000 North Street within Provo's boundaries.
- F. Orem has received a request to annex an area of property located west of I-15 that borders on 2000 South consisting of approximately 227.59 acres.
- G. There is uncertainty as to where the common boundary between Provo and Orem should be for that area west of I-15.
- H. The parties desire to enter into this Agreement to establish the location of a common boundary which is mutually beneficial and agreeable to each city. The parties further desire to enter into this agreement to establish the duties and responsibilities of each city pertaining to operation and maintenance of each city's portion of 2000 Street.

**AGREEMENT**

In consideration of the promises contained herein, the parties agree as follows:

**1. Common Boundary Established.** Provo and Orem agree that the street alignment and right of way of 2000 Street shall be established as follows:

- a. The centerline for 2000 Street shall be defined as per the attached Exhibit B.
- b. The street right of way of 2000 Street from the west boundary line of the UTA (L.A. & S.L. RR) property easterly shall reside in Orem City. The city boundary on the south side of 2000 Street shall be defined as the back of curb along the south side of the street.
- c. The street right of way of 2000 Street from the west boundary line of the UTA (L.A. & S.L. RR) property westerly shall reside in Provo City. The city boundary on the north side of 2000 Street shall be defined as the back of curb along the north side of the street.
- d. Each city shall take such actions as may be reasonably necessary to establish the common boundary as described above and to locate the above-described sections of 2000 Street within each city as described above. Each city agrees that such actions may include the execution of boundary line agreements and the approval of annexations and/or disconnections, all as may be necessary to establish the common boundary. In the event that the appropriate approving authority of one city fails to execute and/or approve any necessary action or documents necessary to accomplish the establishment of the common boundary and the inclusion of the sections of 2000 Street in each city as described above within a reasonable period of time, then the other city shall have the right to declare this Agreement null and void and neither city shall have any further right or obligation under this Agreement.

**2. Design, Construction and Maintenance of 2000 Street.** In order to ensure that the entire width of 2000 Street is designed, constructed and maintained in a manner satisfactory to both parties, Provo and Orem agree that 2000 Street shall be designed, constructed and maintained as set forth below.

**2.1 Design.** 2000 Street shall be designed with an asphalt pavement width of fifty-four (54) feet, curb and gutter, a seven foot wide landscaped strip on each side of the street and a six foot wide sidewalk on each side of the street, all as shown on Exhibit "A" which is attached hereto and by reference is made a part hereof. The street improvements (asphalt and curb and gutter) shall be designed in accordance with Standards and Specifications for each city within their respective jurisdictions. Each city agrees to coordinate street design with the other to provide uniform functionality and appearance of the street.

**2.2. Construction Standards.** The parties agree that any new construction, improvements and repairs made to either side of 2000 Street shall be made in conformance with the design and standards shown in Exhibit A.

**2.3. Construction.** Each city will be responsible to provide inspection and monitor progress throughout roadway construction to determine that construction meets applicable City specifications and is performed in accordance with the final design documents within their

respective jurisdictions. Both Cities shall have continuous access to 2000 Street during any construction activities and will work together to coordinate such activities.

**2.4. Intersection of 2000 Street and Geneva Road.** The parties acknowledge and agree that 2000 Street may need to be widened at the intersection of 2000 Street and Geneva Road and that a traffic signal may need to be installed at such intersection at a yet to be determined date. At such time as warrants justify signalization at 2000 Street and Geneva Road, the parties anticipate that UDOT will assume responsibility for all or a majority of the cost of widening the intersection and installing the signalization. However, any cost of such traffic signalization that is not paid by UDOT shall be paid 75% by Provo and 25% by Orem. This allocation is based on the fact that  $\frac{3}{4}$  of said intersection (the south leg of Geneva Road and the east and west legs of 2000 Street) will lie within the boundaries of Provo City and  $\frac{1}{4}$  of said intersection (the north leg of Geneva Road) will lie within the boundaries of the City of Orem. The parties agree to work together to facilitate the installation of such traffic signalization.

**2.5. Maintenance.** Except as may later be agreed upon in writing by the Parties, each city will maintain its own portion of 2000 Street together with all street improvements within their respective jurisdictions as defined above. This shall include both routine and non-routine maintenance, including, but not limited to asphalt pavement, snow removal, striping, signage, markings, street sweeping, and curbs and gutters.

**2.6. New Street Dedication.** Each city shall be responsible for acquiring any property dedication that may be necessary for the construction, improvement, maintenance and extension of that portion of 2000 Street that is located within that city's boundaries or future boundaries as set forth in this Agreement.

**3. Access.** Each city shall be entitled to any access to 2000 Street that it deems reasonable and necessary. However, before approving any access to 2000 Street, each city agrees to coordinate with the other to discuss the proposed access location and to receive input from the other city. For safety and traffic flow reasons, driveway access to single family residential property is highly discouraged and shall only be permitted when no other means of safe access can be provided. Each city shall have the right to make final decisions regarding access locations from their respective cities. All accesses shall be designed to conform to sound engineering principles.

**4. Utilities.** Provo and Orem shall both have the ability to use the 2000 Street roadway corridor for the installation of water, sewer, storm drainage, street lighting, communication lines and other utilities as becomes necessary. The cities agree to work together to determine the appropriate location of utilities which will accommodate the needs of each city. The Cities will work together to create a joint storm drain utility that will meet the needs of the storm water runoff created by 2000 Street, as well as convey storm water generated by development

adjoining 2000 Street. Street lighting design, location and operation shall be coordinated between the cities to ensure, insofar as is practical, uniformity in both form and function. Any other public or private utilities will require the review and approval of each city within their respective jurisdictions.

**5. Permitting.** Each city shall be responsible for reviewing and approving any permits for utility construction within that portion of 2000 Street located within its respective jurisdiction. Any permit or inspection fees for publicly owned utilities shall be waived by either city for city utilities needing to be installed in the other city's right of way.

**6. Ownership of Improvements.** Orem will own and control the right of way for 2000 Street from the west boundary line of the UTA (L.A. & S.L. RR) to the west boundary line of I-15. Orem will own all street improvements from the back of curb and gutter along the south side of 2000 Street to the north right of way line. Provo will own all street improvements from the back of curb and gutter along the south side of 2000 Street to the south right of way line in this section of 2000 Street.

Provo will own and control the right of way for 2000 Street from the west boundary line of the UTA (L.A. & S.L. RR) property westerly. Provo will own all street improvements from the back of curb and gutter along the north side of 2000 Street to the south right of way line.

**7. Amendment.** This Agreement may be modified or amended only by a written instrument executed by the parties and/or all their successors, as applicable.

**8. Enforcement.** Each city will provide enforcement as required for 2000 Street within their respective jurisdictions as defined above.

**9. Governing Law.** This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Utah.

**10. Non-Waiver.** No covenant or condition of this Agreement may be waived by any party, unless done so in writing. Forbearance or indulgence by any party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other.

**11. Severability.** If any provision of this Agreement is held to be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

**12. Binding Agreement.** This Agreement is binding upon all of the assigns, grantees and successors in interest to each of the parties, and shall remain in full force and effect until amended as provided herein.

**13. Further Assurances.** The parties shall execute such other documents and take such other actions as may be reasonably necessary or proper to achieve the intent and purposes hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**OREM CITY**

**PROVO CITY**

By: James P. Jussini  
CITY MANAGER

By: \_\_\_\_\_

ATTEST AND COUNTERSIGN:

ATTEST AND COUNTERSIGN:

By: Donna R. Heaver  
City Recorder

By: Jaqueline Weiss  
City Recorder

APPROVED AS TO FORM AND LEGALITY:

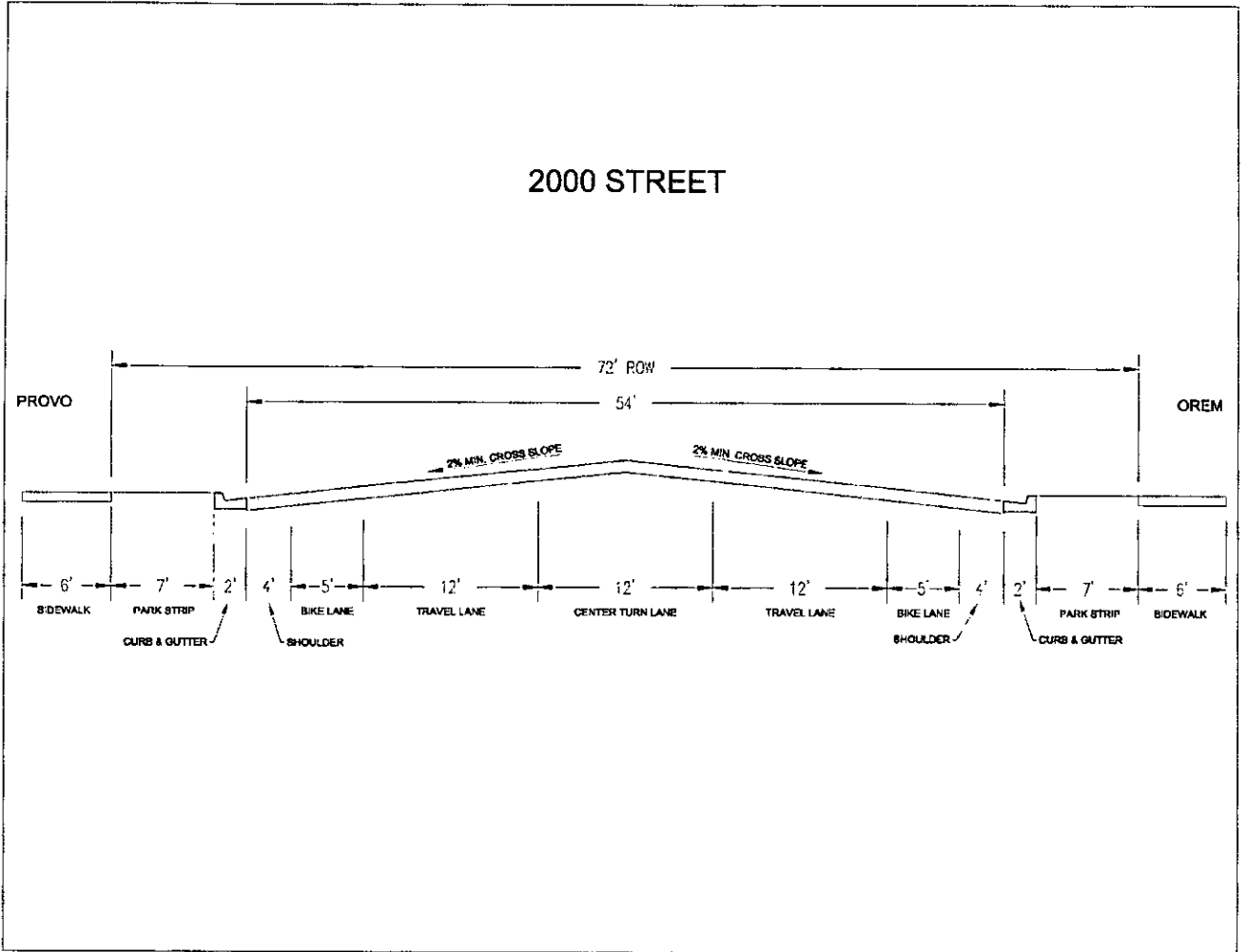
APPROVED AS TO FORM AND LEGALITY:

Steven C. Earl

Thompson



### Exhibit A



## Exhibit B - page 1 of 2

**2000 STREET CENTERLINE**LEGAL DESCRIPTION

A CENTERLINE OF A FIFTY-FOUR (72) FOOT RIGHT-OF-WAY DESCRIBED FOR 2000 STREET, LOCATED IN THE NORTHWEST QUARTER SECTION 34 AND THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, LOCATED IN PROVO, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N89°31'52"W ALONG THE SECTION LINE 2670.26 FEET AND SOUTH 13.04 FEET FROM THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N89°48'22"E 1350.23 FEET; THENCE EASTERLY ALONG THE ARC OF A 2050.00 FOOT RADIUS TO THE RIGHT 256.44 FEET (CHORD BEARS: S86°36'36"E 256.28 FEET); THENCE EASTERLY ALONG THE ARC OF A 2050.00 FOOT REVERSE CURVE RADIUS TO THE LEFT 258.63 FEET (CHORD BEARS: S86°38'27"E 258.46 FEET); THENCE N89°44'42"E 154.09 FEET; THENCE N89°44'42"E 89.57 FEET; THENCE EASTERLY ALONG THE ARC OF A 200.00 FOOT RADIUS TO THE LEFT 3.68 FEET (CHORD BEARS: N89°13'03"E 3.68 FEET); THENCE N88°41'24"E 586.67 FEET; THENCE EASTERLY ALONG THE ARC OF A 536.00 FOOT RADIUS TO THE RIGHT 5.17 FEET (CHORD BEARS: N88°57'57"E 5.17 FEET); THENCE N89°14'31"E 362.05 FEET; THENCE EASTERLY ALONG THE ARC OF A 500.00 FOOT RADIUS TO THE RIGHT 7.83 FEET (CHORD BEARS: N89°41'25"E 7.83 FEET); THENCE S89°51'40"E 646.69 FEET; THENCE EASTERLY ALONG THE ARC OF A 500.00 FOOT RADIUS TO THE RIGHT 5.93 FEET (CHORD BEARS: S89°31'16"E 5.93 FEET); THENCE S89°10'52"E 454.47 FEET; THENCE EASTERLY ALONG THE ARC OF A 500.00 FOOT RADIUS TO THE RIGHT 7.57 FEET (CHORD BEARS: S88°44'50"E 7.57 FEET); THENCE S88°18'49"E 126.13 FEET; THENCE EASTERLY ALONG THE ARC OF A 500.00 FOOT RADIUS TO THE LEFT 7.29 FEET (CHORD BEARS: S88°43'53"E 7.29 FEET); THENCE S89°08'58"E 474.84 FEET TO THE POINT OF TERMINUS, SAID POINT IS LOCATED S89°34'24"E ALONG THE SECTION LINE 2125.59 FEET AND SOUTH 0.82 FEET FROM THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN

