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GARY W. OTT
RECODER, SALT LAKE COUNTY, UTAH
UT ST-DEPT OF TRANSPORTATION
BOX 148420 ATT: JASON HENLEY
SLC UT 84114-8420
BY: DCD, DEPUTY - MA 6 P.

Project: New Traffic Signal at SR-68 & North Star Drive

Project Number: S-R299 (151)

Parcel 4

Tax ID: 08-34-404-002

RECORDED

**TRAFFIC SIGNAL INSTALLATION AND MAINTENANCE
AGREEMENT**

FEB 19 2013

CITY RECORDER

THIS AGREEMENT ("Agreement") is entered into between the Utah Department of Transportation ("UDOT"), located at 4501 South 2700 West, Salt Lake City, Utah, and Salt Lake City Corporation ("City"), located at 451 South State Street, Salt Lake City, Utah and shall be effective as of 4/5/13 (the "Effective Date").

RECITALS

WHEREAS, UDOT has certain funds available to install traffic signals at intersections to promote traffic and pedestrian safety; and

WHEREAS, in order to benefit the citizens of the area, the City has requested that UDOT install a traffic signal on the North East corner of the intersection of North Star Drive and State Route 68 Redwood Road ("traffic signal"); and

WHEREAS, the City does not want to install the traffic signal itself, and instead desires that UDOT perform such installation and maintenance services on behalf of the City; and

WHEREAS, UDOT is willing to install and maintain the traffic signal as requested on behalf of the City; and

WHEREAS, the City currently owns the parcel more particularly described in Exhibit A ("parcel") and shown in Exhibit B, where the traffic signal needs to be installed, which parcel constitutes open space property of the City; and

WHEREAS, UDOT needs authorization from the City to enter the parcel and install and maintain the traffic signal and the City is willing to provide such authorization;

NOW, THEREFORE, the parties agree as follows:

1. The City grants UDOT the right to enter the parcel and install and maintain the requested traffic signal, as of the effective date of this Agreement. By doing so the City does not grant to UDOT an easement or any other property interest in the parcel.

2. UDOT shall install the traffic signal according to its standard specifications.
3. UDOT will retain ownership of the traffic signal and will maintain it as needed.
4. This Agreement will remain in effect until terminated by mutual agreement of the parties or until it is superseded.
5. The parties have full power and authority to enter into this Agreement.
6. This Agreement is not assignable.
7. This Agreement embodies the entire agreement between the parties and it cannot be changed except through a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

UTAH DEPARTMENT OF TRANSPORTATION


Lyle McMillan / Director, Right of Way

Dated: 4/5/13

SALT LAKE CITY CORPORATION


Dudi Maxwell

Dated: 2/19/13

ATTEST:


Dudi Maxwell
CITY RECORDER

RECORDED
FEB 19 2013
CITY RECORDER



HB_ATTY-#27227-v1-Traffic_signal_installation_and_maintenance_agreement_with_UDOT.DOC

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 2-13-13
By Tony Fagan

Exhibit A

Project: New Traffic Signal at SR-68 & North Star Drive

Project Number: S-R299 (151)

Parcel 4

Tax ID: 08-34-404-002

A parcel of land, upon part of an entire tract of property, in the NW1/4SE1/4 and the NE1/4SW1/4 of Section 34, T.1N., R.1W., S.L.B.&M., in Salt Lake County, Utah, for the purpose of constructing and maintaining thereon public utilities and appurtenant parts thereof including, but not limited to ATMS fiber optic conduit, electrical service and distribution lines, culinary and irrigation water facilities; and highway appurtenances including, but not limited to walls, slopes, street and signal lighting facilities, directional and traffic information signs to facilitate the construction of the existing highway State Route 68 known as Project No. S-R299(151).

The boundaries of said part of an entire tract of land are described as follows:

Beginning at the southwest corner of said entire tract in the northerly right of way line of the existing North Star Drive (300 North Street) which corner is 2,445.37 feet North and 19.06 feet West from the South Quarter corner of said Section 34, said corner is also 1,707.39 feet N.00°02'13"W. along the monument line of Redwood Road and 42.31 feet N.89°57'47"E. from the Salt Lake City monument at the intersection of North Temple Street and Redwood Road, said corner is also approximately 30.69 feet perpendicularly distant northerly from the control line of North Star Drive opposite engineer station 400+52.57; and running thence N.01°23'06"W. 28.15 feet along the easterly right of way line of said existing highway to a point approximately 53.27 feet perpendicularly distant easterly from the control line of said existing highway opposite engineer station 15+81.07; thence S.45°45'38"E. 40.24 feet to a point in said northerly right of way line to a point approximately 30.72 feet perpendicularly distant northerly from the control line of said existing North Star Drive opposite engineer station 400+73.57; thence S.89°51'50"W. 28.15 feet along said northerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 396 square feet or 0.009 acre in area, more or less.

(Note: All bearings in the above description equal to highway bearings.)

Exhibit B

