

CORRIDOR AGREEMENT SR 36 within Lake Point City Boundaries

This **CORRIDOR AGREEMENT** made and entered into this 14th day of January, 2026, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**,” and **LAKE POINT** (“**LOCAL AGENCY**”) collectively referred to herein as the “**PARTIES**.”

RECITALS

WHEREAS, the **PARTIES** desire to enter into a **CORRIDOR AGREEMENT** to plan for the future spacing and location of traffic signals in the Signal Control Plan, and spacing and accesses in an Access Control Plan for SR 36, from approximately milepost (MP) 63.4 to approximately MP 66.1;

WHEREAS, the Parties desire to use this **CORRIDOR AGREEMENT** to manage traffic flow, improve safety, and plan for future signal and access locations, and other considerations within the corridor as described herein;

WHEREAS, **UDOT** and Tooele County also have an agreement for access along SR 36 that may impact this **CORRIDOR AGREEMENT** and require **UDOT** to coordinate any changes with Tooele County as necessary for impacted locations; and

WHEREAS the **PARTIES** agree to enter into this **CORRIDOR AGREEMENT** to accomplish this common goal.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated herein, and for other good and valuable consideration, which the **PARTIES** agree is sufficient, the **PARTIES** agree as follows:

1. Signal Control Plan: The **PARTIES** adopt the Signal Control Plan and Access Corridor Control Plan, illustrated and attached as **Exhibit A** and incorporated by reference. The **PARTIES** agree that traffic signals will only be installed pursuant to the following a); in accordance with the Signal Control Plan; b) at those intersections that meet the minimum traffic signal warrants as defined by the most recently adopted Utah Manual on Uniform Traffic Control Devices (MUTCD); and c) following a **UDOT** field review. Final signal spacing shall not be less than the actual or approximate locations specified in this agreement, as follows

- a. SR 36 and Canyon Road, Future Traffic Signal
 - b. SR 36 and potential future roadway, "Business Center Road" (approximately MP 64.4), Future Traffic Signal
 - c. SR 36 and Sunset Road, Existing Traffic Signal
 - d. SR 36 and EB I-80 Off-ramp, Existing Traffic Signal
2. Access Corridor Control Plan: **The LOCAL AGENCY** acknowledges that upon future development approval, **UDOT** will require the consolidation of multiple access points into a single access point and/or the use of existing or planned streets accessing the SR 36 corridor. Any actions related to new or modified access on SR 36 (which currently has Access Categories 2, 3 and 4), such as use changes, the access will need to comply with the standards in place at the time of change. Existing access points that do not comply with the current access management category spacing requirements will be closed, relocated, or consolidated when development or a change of use occurs at that access.
3. The **PARTIES** shall note and adopt in their transportation master plans the **CORRIDOR AGREEMENT** and pursue the Signal Control Plan and Access Corridor Control Plan in this **CORRIDOR AGREEMENT**, and any amendments to this **CORRIDOR AGREEMENT** or **Exhibit A**.
4. This **CORRIDOR AGREEMENT** cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties. The **PARTIES** will execute appropriate amendments to this **CORRIDOR AGREEMENT** to reflect changes in the plans. Notwithstanding the foregoing, the **PARTIES** acknowledge that Signal Control Plan and Access Corridor Control Plan elements required by this **CORRIDOR AGREEMENT** are subject to change at any time to reflect matters not anticipated including, but not limited to, altered regulations and traffic patterns. Any necessary changes to this **CORRIDOR AGREEMENT** should not degrade the traffic operations or safety of the future state highway and overall transportation system as certified by a traffic engineering study performed by a licensed engineer certified and qualified to perform this analysis in the State of Utah
5. For any issues, the **PARTIES** will work together for a resolution in compliance with Utah Administrative Code R930-6. If the Utah Administrative Code R930-6 changes, this **CORRIDOR AGREEMENT** shall remain in effect unless amended.
6. **TERMINATION**. This **CORRIDOR AGREEMENT** may be terminated as follows:
 - a. By mutual agreement of the **PARTIES**, in writing;
 - b. By either **UDOT** or the **LOCAL AGENCY** for the other party's default in performing its obligations as set forth in and reasonably contemplated by the provisions of this **CORRIDOR AGREEMENT**. Reasonable allowances will be made for circumstances beyond the control of the performing party. Thirty (30) days' advance written notice of termination is required and shall

specify the reasons for termination. The **CORRIDOR AGREEMENT** will not terminate if the party receiving the notice commences a cure within such thirty (30) day period and diligently pursues it to completion. If the breach is not remedied within such time period, then the non-breaching party may send a notice of termination and this **CORRIDOR AGREEMENT** will terminate immediately upon delivery of such notice. The Party in default shall be responsible for all costs the non-breaching party incurs prior to termination; or

- c. By **UDOT** for the convenience of the state upon written notice to the **LOCAL AGENCY**.

7. **GENERAL TERMS:** The following terms apply to this Agreement:

- A. Any Party may give a written notice under this Agreement by delivering it to the following physical address (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: Corridor Agreements</p> <p>With a copy to:</p> <p>Assistant Attorney General (UDOT) 4501 South 2700 West Salt Lake City, UT 84114-4855</p>	<p>To Local Agency:</p> <p>Lake Point 1528 Sunset Rd. Lake Point, UT 84074 info@lakepoint.gov</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. The Parties further agree to work together cooperatively and in good faith to accomplish the intent of this Agreement.

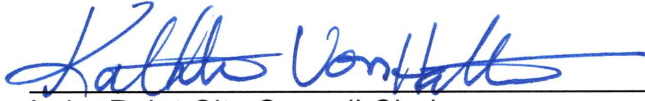
- C. UDOT's consent, review, acceptance, approval, or other action or inaction relating to any conditions, inspections, plans, specifications, or other work arising out of this Agreement is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for

the same; it does not relieve the other Party of any duties (including but not limited to duties to ensure compliance with applicable standards); and it does not constitute a waiver by UDOT of the other Party's obligation to comply with applicable standards. Any consent, review, acceptance, approval or other action or inaction must be provided by UDOT's authorized employee or representative.

D. 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. No 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 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 brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the Parties. This Agreement shall not be construed against a 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 to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive and they do not limit any other remedies available to the Parties. The indemnity provision, remedies, and other terms that by their nature are intended to survive this Agreement's termination shall survive. Nothing in this Agreement shall be construed to limit or alter UDOT's governmental powers and authority. 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 all of its representatives who are necessary to make this Agreement fully binding against the Party (and its successors and assigns, if any) have signed below with the Party's authorization, and that this Agreement's terms do not violate laws, contracts, or commitments that apply to the Party. This Agreement may be signed in counterparts and signed electronically. This Agreement does not create any power of 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.

IN WITNESS WHEREOF, the Parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

Lake Point, a Municipal Corporation of the State of Utah



Lake Point City Council Chair

Date

01/14/26

ATTEST:



Lake Point City Recorder

Date

1/14/26

ATTEST:



Lake Point City Attorney
(Impress Seal)

Date

1/14/26

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

Tyler Laing, UDOT Region Two Operations Engineer

Date

Robert Stewart, UDOT Region Two Director

Date

Contract Administrator, UDOT Comptroller's Office

Date

