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MASTER STREET LIGHTING AGREEMENT  
ROOSEVELT CITY CORPORATION  
Federal ID No. 876000273

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MASTER COOPERATIVE AGREEMENT

THIS MASTER COOPERATIVE AGREEMENT, made and entered into this 8<sup>th</sup> day of Feb 2002, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT" and ROOSEVELT CITY CORPORATION, a Municipal Corporation of the State of Utah, hereinafter referred to as the "Local Authority",

WITNESSETH:

WHEREAS, UDOT installs street lighting facilities on stand alone poles and/or street lighting facilities atop traffic signal poles throughout the State of Utah on an ongoing bases; and

WHEREAS, UDOT'S policy is to turn over ownership and maintenance responsibilities of said street lighting facilities to the Local Authority in who's area the roadway or intersection is located except where such lighting is on UDOT's Interstate Freeway System; and

WHEREAS, this Master Cooperative Agreement is written to cover all street lighting facilities installed by UDOT pursuant to the terms and conditions contained herein; and

WHEREAS, UDOT has determined by formal finding that payment for said work on public right of way is not in violation of the laws of the State or any legal contract with the Local Authority.

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

1. UDOT will design, furnish materials, and install street lighting facilities and/or street light facilities atop traffic signal poles at no cost to the Local Authority unless otherwise stated in an other agreement for a specific location between the parties hereto.

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2. Upon completion of construction the **Local Authority** will automatically become the owners of the luminaire light units, street light poles (where used), extensions atop the mast arm signal poles (where used), wiring to the light units and all appurtenances associated with said light units and will arrange for electrical hookup and will thereafter maintain, provide electrical power, and renew said street light units and appurtenances at no cost to **UDOT**.

3. Upon completion of construction when light unites are installed along with traffic signals **UDOT** will remain the owner the traffic signal and all appurtenances associated to said signal and will arrange for electrical hookup and will thereafter maintain, provide electric power, and renew said signal and appurtenances at no cost to the **Local Authority**.

4. It is understood that access for maintenance and servicing of the **Local Authority's** property located on **UDOT's** right of way will be permitted only by permit issued by **UDOT** to the **Local Authority**, and that the **Local Authority** will obtain said permit and abide by conditions thereof for policing and other controls in conformance with **UDOT's** "REGULATIONS FOR THE ACCOMMODATION OF UTILITIES ON FEDERAL-AID AND NON-FEDERAL-AID HIGHWAY RIGHTS OF WAY", a copy of which has been furnished to the **Local Authority**, and any supplements or amendments thereto.

5. Should circumstances of installation be different than those expressed herein then a Supplemental Agreement to this agreement will be written to cover such changes.

6. All terms and conditions contained herein will perpetuate to the benefit of and be binding upon the parties hereto, their successors and assigns.

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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:

ROOSEVELT CITY CORPORATION, a  
Municipal Corporation of the State of Utah

Carolyn Wilcken  
Carolyn Wilcken  
Title City Recorder  
Date: February 2, 2002

By Dennis A. Jenkins  
Dennis A. Jenkins  
Title MAYOR  
Date: Nov 26, 2001  
February 2, 2002



RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

Erl Damsen  
Region Utilities/Railroads  
Engineering Coordinator  
Date: 2/7/02

By [Signature]  
Region Director  
Date: 2/8/02

APPROVED AS TO FORM:

COMPTROLLER OFFICE

This Form Agreement has been previously approved as to form by the office of Legal Counsel for the Utah Department of Transportation.

By Cheryl Young  
Contract Administrator  
Date: 2/14/02



Michael O. Leavitt  
Governor  
John R. Njord  
Executive Director  
Carlos M. Braceras  
Deputy Director

State of Utah  
DEPARTMENT OF TRANSPORTATION

Tracy Conll, Director  
Region Three  
825 North 900 West  
Orem, Utah 84057-8058  
801-227-8000  
Fax: 801-227-8049  
www.dot.state.ut.us

February 20, 2002

Commission  
Glen E. Brown  
Chairman  
James G. Larkin  
Hal M. Clyde  
Stephen M. Bodily  
Jan C. Wells  
Bevan K. Wilson  
Kenneth L. Warnick

Roosevelt City  
255 South State Street  
Roosevelt, Utah 84066

ATTENTION: D. Brad Hancock

SUBJECT: MASTER STREET LIGHTING AGREEMENT  
ROOSEVELT CITY CORPORATION  
Federal ID No. 876000273

Gentlemen:

Attached is a fully executed original copy of an agreement between the Utah Department of Transportation and Roosevelt City. This agreement is forwarded to you for your use and files.

Yours truly,

Earl N. Sumsion  
Region Utility/Railroad Engineering Coordinator

cc: Doug Bassett, Traffic Engineer, Region 3, w/a  
Dorothy Smiley, Region 3, w/a  
Steve Reitz, I/A - Box 148230  
Blaine Bailey, Const., w/a - Box 148220  
Char Mitchell, P/P, w/a - Box 143600  
Rich Clarke, Safety, w/a - Box 143200  
Local, w/a

E02-036  
Attachment