

UP Real Estate Folder No.: 3125-78
Audit Number 292087

PUBLIC HIGHWAY AT-GRADE CROSSING

FOOTHILL DRIVE
DOT 975260L
MILE POST 759.51- LYNNDYL SUBDIVISION
ERDA, TOOELE COUNTY, UTAH

THIS AGREEMENT ("Agreement") is made and entered into as of the 3RD day of September, 2019 ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **TOOELE COUNTY**, a municipal corporation or political subdivision of the State of Utah to be addressed at 47 South Main St., Tooele, UT 84074 ("Political Body").

RECITALS:

The Political Body desires to undertake as its project (the "Project") the construction of a new public at grade road crossing over Foothill Drive, DOT 975260L, at Railroad's Milepost 759.51 on Railroad's Lynndyl Subdivision at or near Erda, Tooele County, Utah (the "Crossing Area"). The Crossing Area is shown on the print marked **Exhibit A** and further described in the plans marked **Exhibit A-1** with each exhibit being attached hereto and hereby made a part hereof. The portion of the roadway located within the Crossing Area is the "Roadway".

As part of its Project, Political Body will permanently close an at grade road crossing (the "Crossing Closure") over Foothill Drive, DOT 806715B, at Railroad's Milepost 759.60 on Railroad's Lynndyl Subdivision at or near Erda, Tooele County, Utah (the "Existing At-Grade Crossing").

Railroad and the Utah Department of Transportation ("UDOT") entered into a separate agreement, known in the Railroad's records as Project No. 761299 (the "UDOT Agreement"), in connection with certain Project work to be performed by Railroad, at UDOT's expense.

The Railroad and the Political Body are entering into this Agreement to cover the above.

AGREEMENT:

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

Section 1. EXHIBIT B

The general terms and conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

A. For and in consideration of the sum of **SIXTEEN THOUSAND EIGHT HUNDRED DOLLARS (\$16,800.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

B. Political Body acknowledges that Railroad's grant of right for the Roadway is subject to Political Body's completion of the Crossing Closure and relinquishment of rights to the Existing At-Grade Crossing, as described in Section 9 of this Agreement.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP File Folder No. 3125-78

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimate, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is Seventeen Thousand Nine Hundred Dollars (\$17,900.00).

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Political Body acknowledges that whether or not the Estimate includes flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with the Project, all of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the

Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

Section 9. CROSSING CLOSURE; RELINQUISHMENT OF RIGHTS FOR EXISTING AT-GRADE CROSSING

A. The Political Body and Railroad hereby confirm that following construction of the Crossing Area, the Political Body shall take any and all actions necessary to complete the Crossing Closure and shall relinquish any property rights it may have in the Existing At-Grade Crossing. For the avoidance of doubt and without limiting any provisions contained in this Agreement, the Political Body shall relinquish all rights to the use of the Existing At-Grade Crossing by it and all other persons and entities as well as rights to future crossings accessing the same area.

B. The Railroad, at UDOT's expense pursuant to the UDOT Agreement, agrees to remove the railroad crossing surface and warning devices which currently exist on the Railroad's right-of-way at the location of the Existing At-Grade Crossing. Prior to the Railroad's removal of the crossing surface and warning devices at the location of the Existing At-Grade Crossing, the Political Body, at its expense, shall (i) remove all roadway approaches up to the track tie ends, (ii) remove the existing cattle guards, (iii) restore the ditch lines, and (iv) install, maintain and renew permanent barricades and fencing on both sides of the Existing At-Grade Crossing, with such barricades and fencing to be located off the Railroad's property and to be in compliance with the Plans and applicable standards contained in the current Manual on Uniform Traffic Control Devices.

Section 10. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not

commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 11. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

**Section 12. CONDITIONS TO BE MET BEFORE
POLITICAL BODY CAN COMMENCE WORK**

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

Section 13. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 14. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

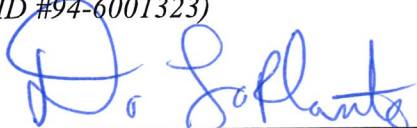
B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

Section 15. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.


IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: 
Printed Name: _____
Title: _____

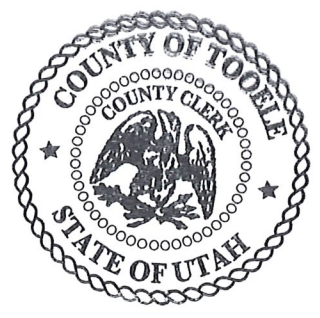
David C. LaPlante
Sr. Manager - Real Estate

TOOELE COUNTY

By:  9/4/19
Printed Name: Tom Tripp
Title: Tooele County Commission Chair

ATTEST:


MARILYN K. GILLETTE
TOOELE COUNTY CLERK




**EXHIBIT A
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

Exhibit A will be a print showing the Crossing Area (see Recitals)

CROSSING AREA = 0.18 AC +/- = 8,000 SF +/-



LEGEND:

CROSSING AREA 

UPRRCO. R/W OUTLINED 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

ERDA, TOOELE COUNTY, UT

M.P. 759.51 - LYNN DYLAN SUB

LASL UT V-17 / 27

SCALE: 1" = 200'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 12/4/2018

AJM FILE: 3125-78

CADD FILENAME 0312578.dgn

SCAN FILENAME 0312578_UTV17027.tif

**EXHIBIT A-1
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

Exhibit A-1 will be the plans showing the Crossing Area (see Recitals)

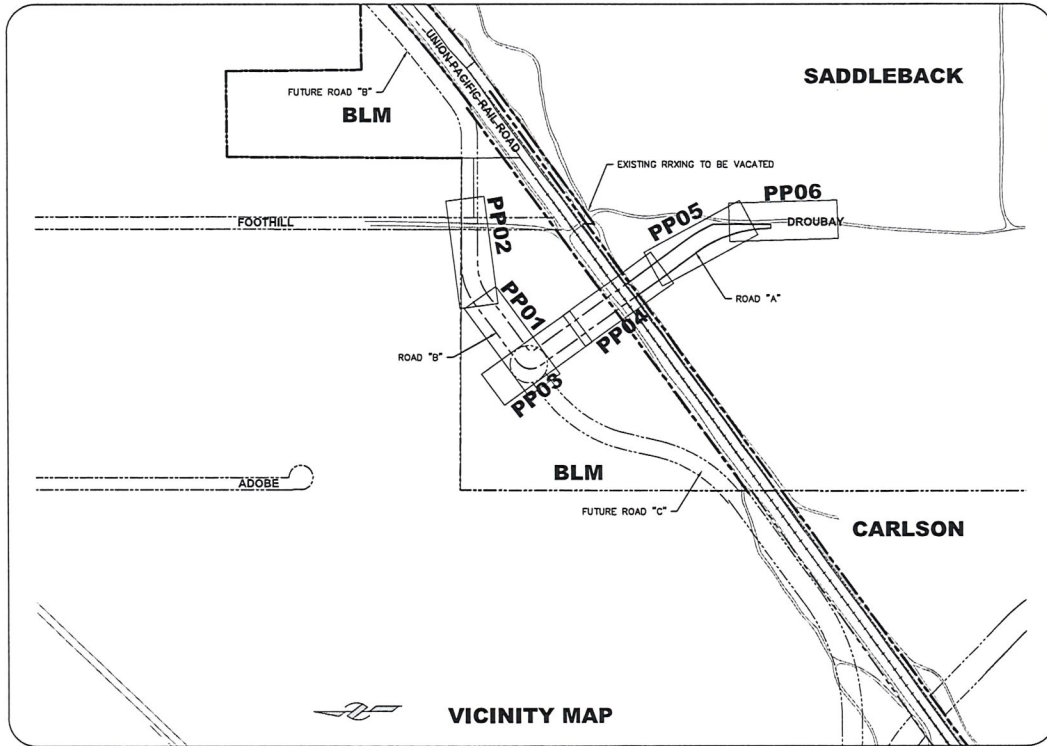
SADDLEBACK PARTNERS, L.C.

FOOTHILL ROAD IMPROVEMENTS

(ROADS "A" & "B")
TOOELE COUNTY, UT



SADDLEBACK PARTNERS, L.C.
FOOTHILL ROAD IMPROVEMENTS



SHEET LAYOUT

- G-00 TITLE SHEET
- G-01 GENERAL NOTES

- D-01 -DETAILS-
ROADWAY CROSS SECTIONS

-STREET PLAN & PROFILE-

- PP-01 ROAD B - STA: 47+00-STA: 52+00
- PP-02 ROAD B - STA: 52+00-STA: 57+00
- PP-03 ROAD A - STA: 2+00-STA: 5+00
- PP-04 ROAD A - STA: 5+00-STA: 10+00
- PP-05 ROAD A - STA: 10+00-STA: 15+20
- PP-06 ROAD A - STA: 15+00-STA: 18+70
- SW-1 SWPPP

NOTICE TO CONTRACTORS

IT SHALL BE THE RESPONSIBILITY OF CONTRACTOR TO CONTACT "BLUE STAINES" UTILITY LOCATION CENTER AT 811 OR 1-800-662-4111, AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF ANY DIGAVATION ACTIVITIES.

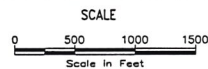
TOOELE COUNTY BUILDING
DEVELOPMENT SERVICES

APPROVED THIS _____ DAY OF _____, 20____
BY THE TOOELE COUNTY BUILDING & DEVELOPMENT SERVICES

DIRECTOR, TOOELE COUNTY BUILDING & DEVELOPMENT

04/14/2017 11:55 P:\5364\5364Proj\5364_RRX_Cover&Notes.dwg

REV.	DESCRIPTION
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-	-



FOOTHILL RAILROAD CROSSING RELOCATION

VICINITY MAP & INDEX SHEET

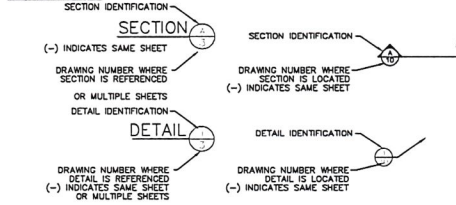
PREPARED BY:
BINGHAM ENGINEERING
3188 WILEY POST WAY
SALT LAKE CITY, UTAH 84116

Sht
G-00
of
1

LEGEND

- PROPOSED WATERLINE
- FUTURE WATERLINE
- EXISTING WATERLINE
- - - - - ABANDONED WATERLINE
- - - - - PROPOSED SANITARY SEWER
- - - - - FUTURE SANITARY SEWER
- - - - - EXISTING SANITARY SEWER
- - - - - ABANDONED SANITARY SEWER
- - - - - PROPOSED STORM DRAIN
- - - - - FUTURE STORM DRAIN
- - - - - EXISTING STORM DRAIN
- - - - - ABANDONED STORM DRAIN
- - - - - PROPOSED SECONDARY WATER
- - - - - EXISTING SECONDARY WATER
- - - - - EXISTING NATURAL GAS
- - - - - PROPOSED ENVIRONMENTAL PIPE
- - - - - EXISTING ENVIRONMENTAL PIPE
- - - - - PROPOSED UNDERGROUND POWER
- - - - - EXISTING UNDERGROUND POWER
- - - - - PROPOSED OVERHEAD POWER
- - - - - EXISTING OVERHEAD POWER
- - - - - PROPOSED CABLE TV
- - - - - EXISTING CABLE TV
- PROPOSED WETLANDS
- EXISTING WETLANDS
- EXISTING TOP OF SLOPE
- PROPOSED TOP OF SLOPE
- EXISTING TOE OF SLOPE
- EXISTING TOP OF SLOPE
- PROPOSED STREAM
- EXISTING STREAM
- PROPOSED POND WS PERIMETER
- EXISTING POND WS PERIMETER
- PROPOSED LAKE SHORE
- EXISTING LAKE SHORE
- PROPOSED DITCH
- EXISTING DITCH
- PROPOSED DETENTION BASIN
- FUTURE DETENTION BASIN
- EXISTING DETENTION BASIN
- PROPOSED TBC
- FUTURE CURB AND GUTTER
- EXISTING CURB AND GUTTER
- PROPOSED SIDEWALK
- FUTURE SIDEWALK
- EXISTING SIDEWALK
- PROPOSED RAILS
- EXISTING RAILS
- FUTURE FENCE
- PROPOSED FENCE
- EXISTING FENCE
- PROPOSED EDGE OF PAVEMENT
- PROPOSED CONCRETE
- EXISTING CONCRETE
- PROPOSED BUILDING
- PROPOSED BUILDING
- PROPOSED BUILDING
- PROPOSED ASPHALT
- EXISTING ASPHALT
- PROPOSED CENTERLINE
- FUTURE CENTERLINE
- EXISTING CENTERLINE
- MATCHLINE
- YELLOW STRIPE, 4" WITH 4" GAP
- PROPOSED BROKEN YELLOW STRIPE, 4"
- PROPOSED SOLID & BROKEN
- PROPOSED DOUBLE YELLOW STRIPE, 4" WITH 4" GAP
- PROPOSED BROKEN WHITE STRIPE, 4"
- PROPOSED SOLID WHITE STRIPE, 8"
- YELLOW STRIPE, 4" WITH 4" GAP
- EXISTING BROKEN YELLOW STRIPE, 4"
- EXISTING SOLID & BROKEN
- EXISTING DOUBLE YELLOW STRIPE, 4" WITH 4" GAP
- EXISTING BROKEN WHITE STRIPE, 4"
- EXISTING SOLID WHITE STRIPE, 8"
- PROPOSED SOLID WHITE STRIPE, 12"
- EXISTING SOLID WHITE STRIPE, 12"
- PROPOSED CABLE TV
- ELONGATED TEXT PAVEMENT MARKING, MUTCD FIGURE 3B-20
- MARKING, MUTCD FIGURE 3B-19
- ELONGATED TURNING ARROW
- SECTION BOUNDARY
- PROPOSED ROW
- FUTURE ROW
- EXISTING RIGHT OF WAY
- PROPOSED LOT LINE
- EXISTING LOT LINE
- EXISTING ZONING BOUNDARY
- REMOVE CURB AND GUTTER
- REMOVE PAVEMENT
- CLEAR AND GRUB
- ⊙ EXISTING MONITORING WELL
- ⊗ PROPOSED SEWER CLEANOUT
- ⊕ PROPOSED SEWER MANHOLE
- ⊕ PROPOSED STORM DRAIN MANHOLE
- ⊕ PROPOSED SECONDARY WATER CONTROL BOX
- ⊕ PROPOSED SECONDARY WATER AIR RELEASE STATION
- ⊕ PROPOSED SECONDARY WATER DRAINAGE MANHOLE
- ⊕ PROPOSED CURB INLET BOX
- ⊕ PROPOSED AREA INLET BOX
- ⊕ PROPOSED COMBINATION BOX
- ⊕ EXISTING POST-INDICATOR VALVE
- ⊕ EXISTING FIRE DEPARTMENT CONNECTION
- ⊕ EXISTING WATER METER
- ⊕ EXISTING CROSS FITTING
- ⊕ EXISTING HYDRANT
- ⊕ EXISTING ELBOW FITTING
- ⊕ EXISTING WATER VALVE
- ⊕ EXISTING TEE FITTING
- ⊕ EXISTING GUY WIRE
- ⊕ EXISTING GAS VALVE
- ⊕ EXISTING LIGHT POLE
- ⊕ EXISTING POWER POLE
- ⊕ EXISTING ROOF DRAIN
- ⊕ PROPOSED MONUMENT

DETAIL SYMBOLS



NOTES:

SADDLEBACK PARTNERS, L.C.

FOOTHILL RR XING RELOCATION

GENERAL NOTES
ROAD "A" & "B"

B BINGHAM ENGINEERING

SALT LAKE CITY - (801) 532-2620
GODDEN - (801) 390-1662

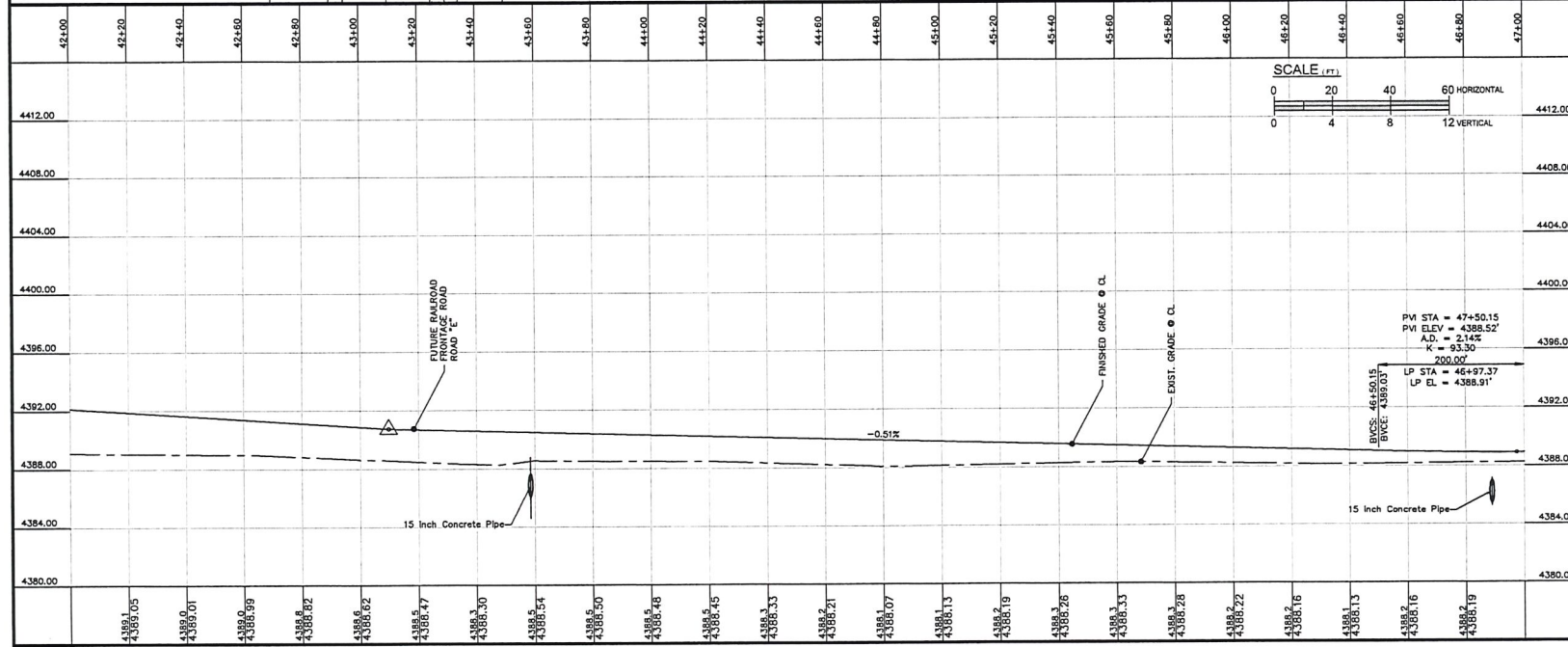
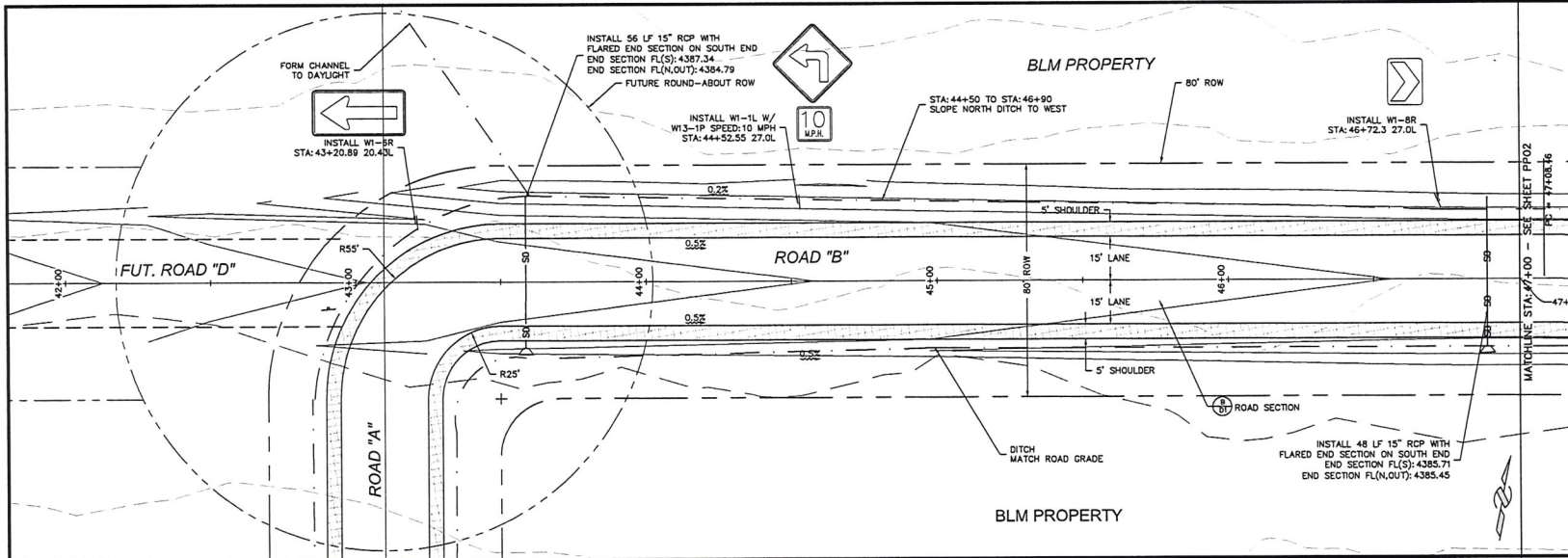
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Print Date: 04/14/2017 Created: 4/8/17 Proj: # 5249

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NOTES:

THE "MANUAL OF STANDARD PLANS" AND "THE MANUAL OF STANDARD SPECIFICATIONS" BY THE UTAH CHAPTER, AMERICAN PUBLIC WORKS ASSOCIATED GENERAL CONTRACTORS, 2010 EDITION ARE ADOPTED IN ITS ENTIRETY.

CONSTRUCT ROAD TO TOOLEE COUNTY ROAD DEPARTMENT STANDARDS.

COORDINATE ALL WORK WITHIN RAILROAD RIGHT OF WAY WITH UNION PACIFIC RAILROAD. CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL PERMITS AND TO OBEY ALL RAILROAD RULES AND REGULATIONS.

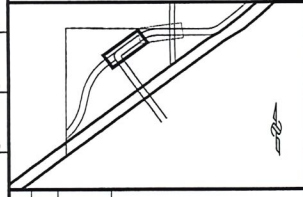
CONSTRUCT TO UDOT SPECIFICATIONS AND STANDARD DRAWINGS WHERE UDOT STANDARDS ARE REFERENCED.

MAINTAIN TRAFFIC CONTROL SIGNAGE AND FLAGGERS AS REQUIRED WHENEVER WORK IS BEING PERFORMED WITHIN THE EXISTING ROADWAY.

PROVIDE DUST CONTROL DURING CONSTRUCTION PERIOD, INCLUDING WEEKENDS AS REQUIRED. WATER TO BE PROVIDED BY OWNER.

ALL SIGNAGE TO BE PROVIDED AND INSTALLED BY TOOLEE COUNTY.

COORDINATE SIGNAGE INSTALLATION, CATTLE GUARD INSTALLATION AND PAVING WITH TOOLEE COUNTY ROAD DEPARTMENT.



Rev.	By	Date	Remarks

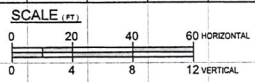
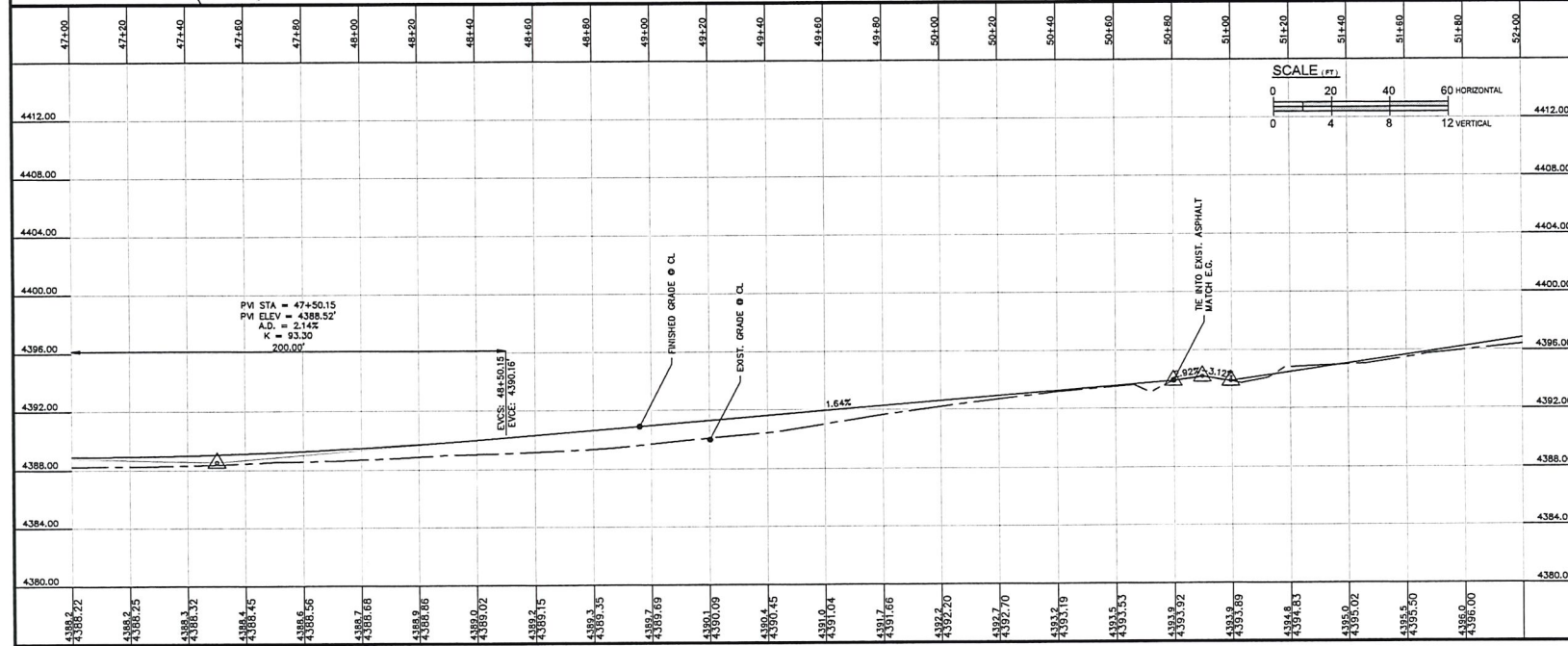
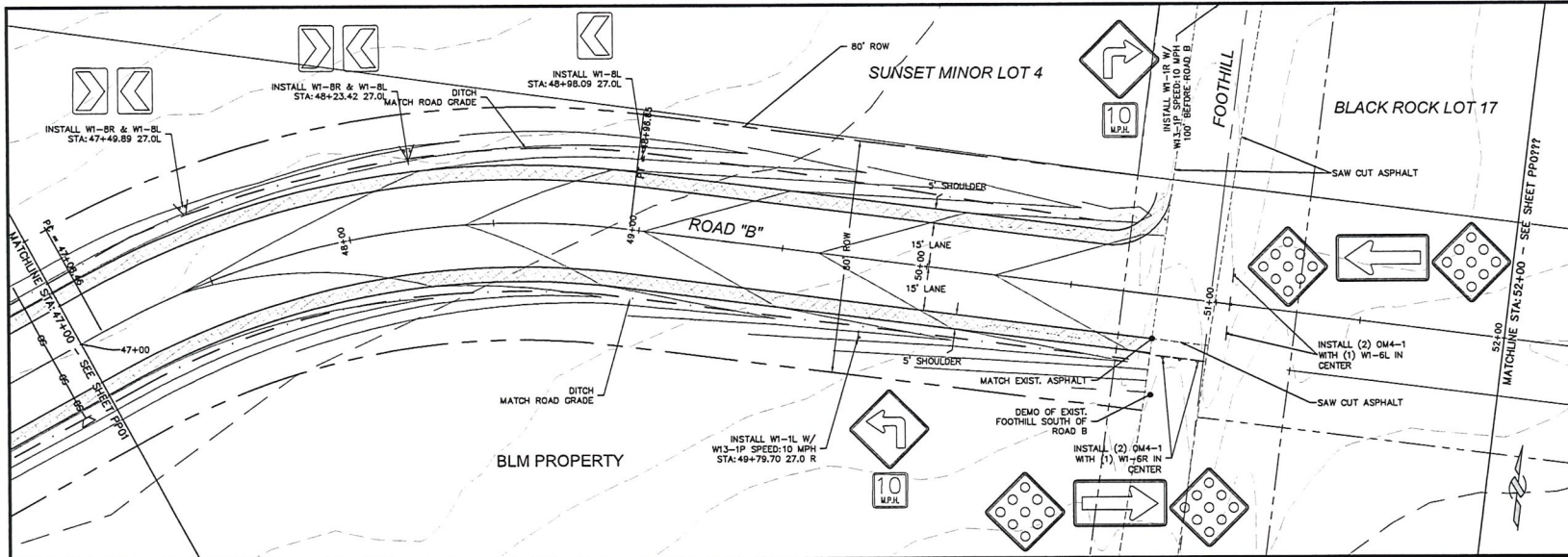
SADLEBACK PARTNERS, L.C.

**FOOTHILL IMPROVEMENTS
PLAN AND PROFILE
ROAD "B"
STA:47+00 TO STA:52+00**

B BINGHAM ENGINEERING
SALT LAKE CITY • (801) 832-2820
GREEN • (801) 389-1982

Print Date: 04/17/2017 Created: 4/6/17 Print: # 5324
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P:\5324\5324Proj\PLP\5324 RR frontage shift roundabout.dwg Bby



NOTES:

THE "MANUAL OF STANDARD PLANS" AND "THE MANUAL OF STANDARD SPECIFICATIONS" BY THE UTAH CHAPTER, AMERICAN PUBLIC WORKS ASSOCIATED GENERAL CONTRACTORS, 2010 EDITION ARE ADOPTED IN ITS ENTIRETY.

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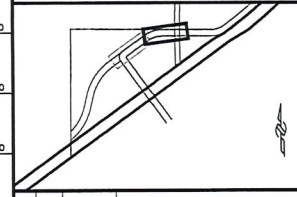
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COORDINATE SIGNAGE INSTALLATION, CATTLE GUARD INSTALLATION AND PAVING WITH TOOELE COUNTY ROAD DEPARTMENT.



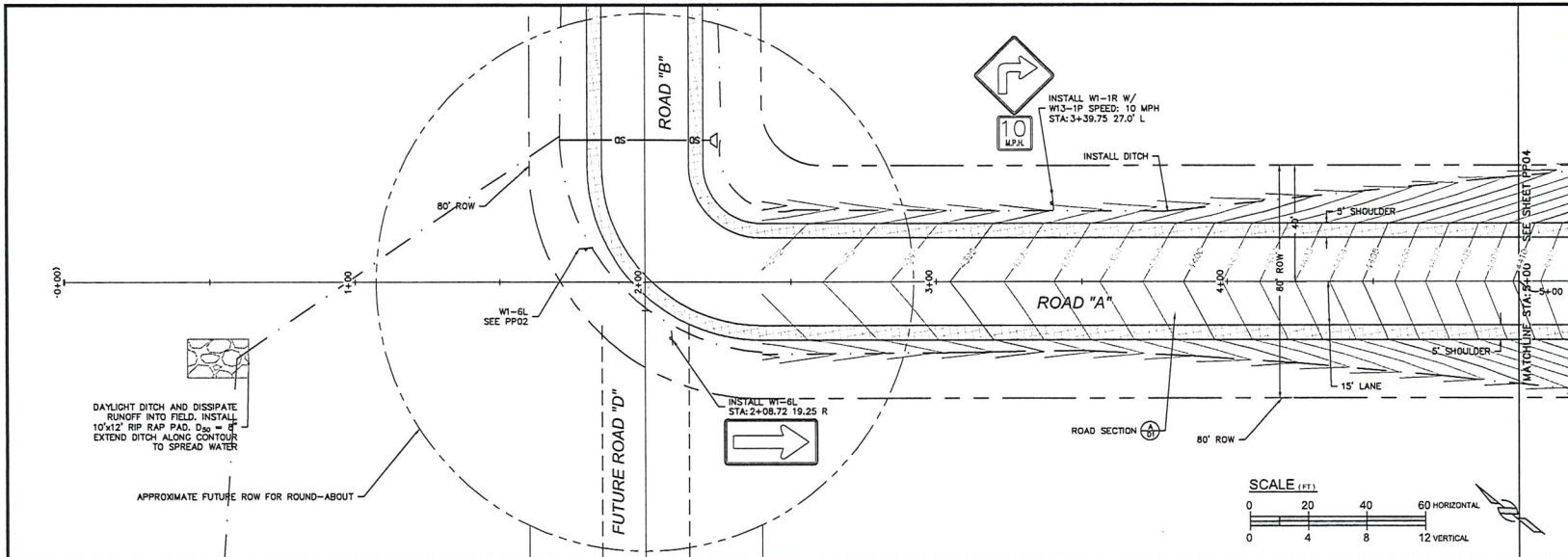
Rev.	By	Date	Remarks

SADDLEBACK PARTNERS, L.C.

**FOOTHILL IMPROVEMENTS
PLAN AND PROFILE
ROAD "B"
STA:52+00 TO STA:57+00**

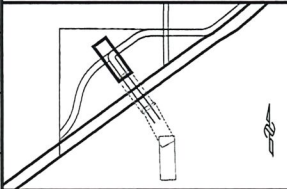
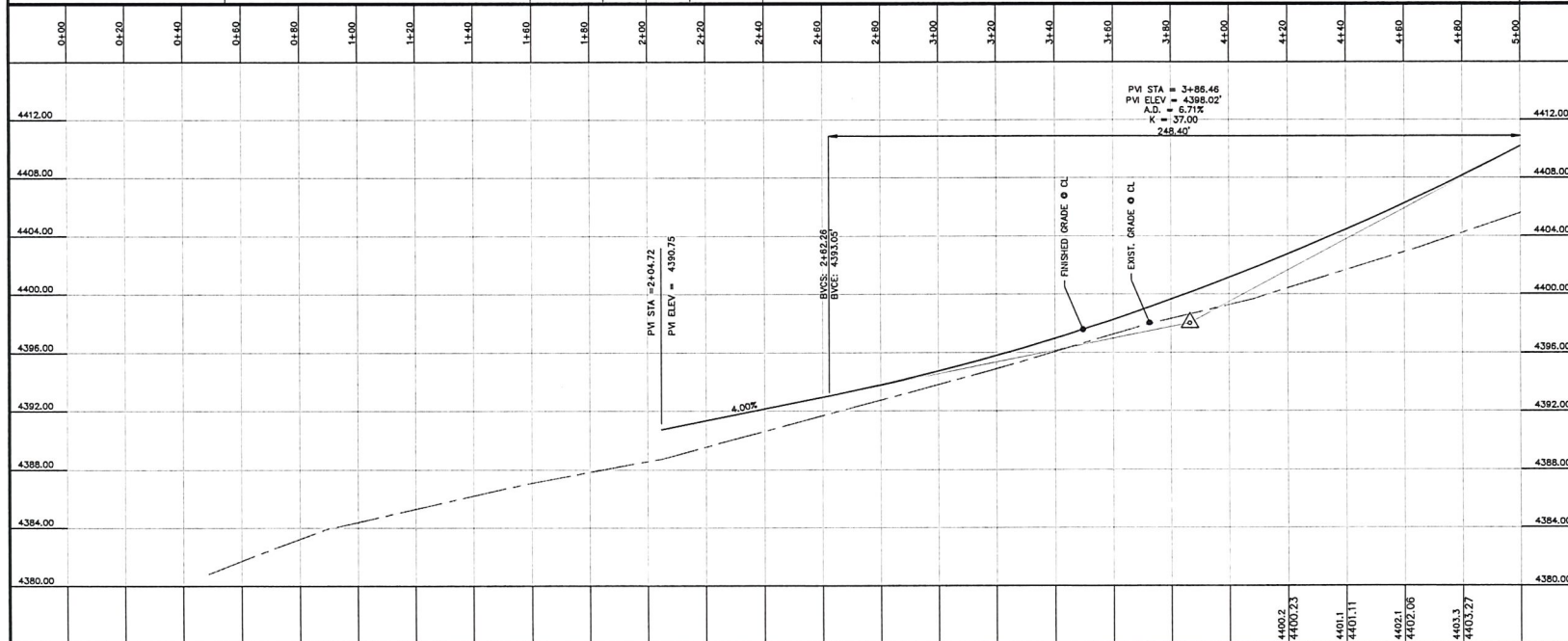
BINGHAM ENGINEERING SALT LAKE CITY - (801) 532-2620 OFFICE - (801) 390-1942	Dwn: SP
	PP02 at 1

Print Date: 04/17/2017 Checked: 4/6/17 Proj. # 5324
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P:\5364\5364Prj\PLP\5364 RR frontage shift roundabout.dwg lbb



NOTES:

- THE "MANUAL OF STANDARD PLANS" AND "THE MANUAL OF STANDARD SPECIFICATIONS" BY THE UTAH CHAPTER, AMERICAN PUBLIC WORKS ASSOCIATED GENERAL CONTRACTORS, 2010 EDITION ARE ADOPTED IN ITS ENTIRETY.
- CONSTRUCT ROAD TO TOOELE COUNTY ROAD DEPARTMENT STANDARDS.
- COORDINATE ALL WORK WITHIN RAILROAD RIGHT OF WAY WITH UNION PACIFIC RAILROAD. CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL PERMITS AND TO OBEY ALL RAILROAD RULES AND REGULATIONS.
- CONSTRUCT TO UDOT SPECIFICATIONS AND STANDARD DRAWINGS WHERE UDOT STANDARDS ARE REFERENCED.
- MAINTAIN TRAFFIC CONTROL SIGNAGE AND FLAGS AS REQUIRED WHENEVER WORK IS BEING PERFORMED WITHIN THE EXISTING ROADWAY.
- PROVIDE DUST CONTROL DURING CONSTRUCTION PERIOD, INCLUDING WEEKENDS AS REQUIRED. WATER TO BE PROVIDED BY OWNER.
- ALL SIGNAGE TO BE PROVIDED AND INSTALLED BY TOOELE COUNTY.
- COORDINATE SIGNAGE INSTALLATION, CATTLE GUARD INSTALLATION AND PAVING WITH TOOELE COUNTY ROAD DEPARTMENT.



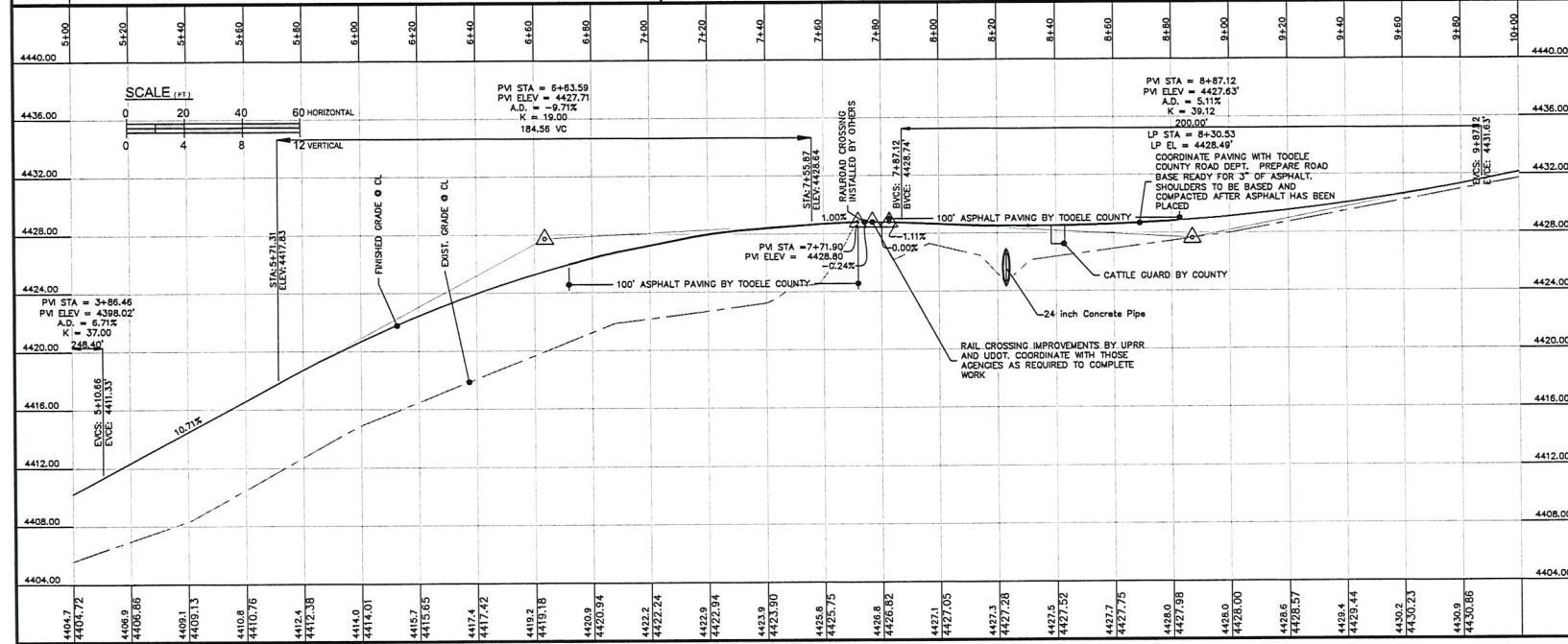
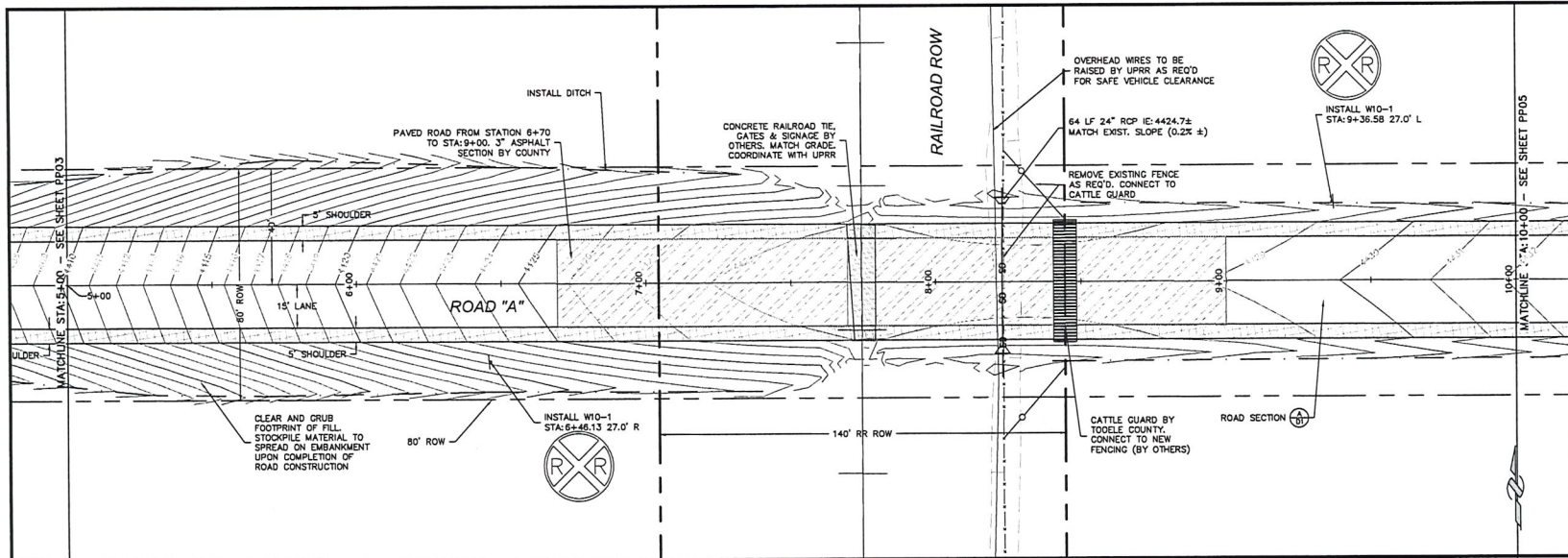
Rev.	By	Date	Remarks

SADDLEBACK PARTNERS, L.C.

**FOOTHILL IMPROVEMENTS
PLAN AND PROFILE
ROAD "A"
STA:2+00 TO STA:5+00**

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GREEN - (801) 399-1882

Print Date: Sheet: 4/6/17 Proj. # 5364
 Date: Drawn: of 6
 Date: Checked: Rev:



NOTES:

THE "MANUAL OF STANDARD PLANS" AND "THE MANUAL OF STANDARD SPECIFICATIONS" BY THE UTAH CHAPTER, AMERICAN PUBLIC WORKS ASSOCIATED GENERAL CONTRACTORS, 2010 EDITION ARE ADOPTED IN ITS ENTIRETY.

CONSTRUCT ROAD TO TOOELE COUNTY ROAD DEPARTMENT STANDARDS.

COORDINATE ALL WORK WITHIN RAILROAD RIGHT OF WAY WITH UNION PACIFIC RAILROAD. CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL PERMITS AND TO OBEY ALL RAILROAD RULES AND REGULATIONS.

CONSTRUCT TO UDOT SPECIFICATIONS AND STANDARD DRAWINGS WHERE UDOT STANDARDS ARE REFERENCED.

MAINTAIN TRAFFIC CONTROL SIGNAGE AND FLAGGERS AS REQUIRED WHENEVER WORK IS BEING PERFORMED WITHIN THE EXISTING ROADWAY.

PROVIDE DUST CONTROL DURING CONSTRUCTION PERIOD, INCLUDING WEEKENDS AS REQUIRED. WATER TO BE PROVIDED BY OWNER.

ALL SIGNAGE TO BE PROVIDED AND INSTALLED BY TOOELE COUNTY.

COORDINATE SIGNAGE INSTALLATION, CATTLE GUARD INSTALLATION AND PAVING WITH TOOELE COUNTY ROAD DEPARTMENT.

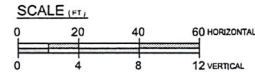
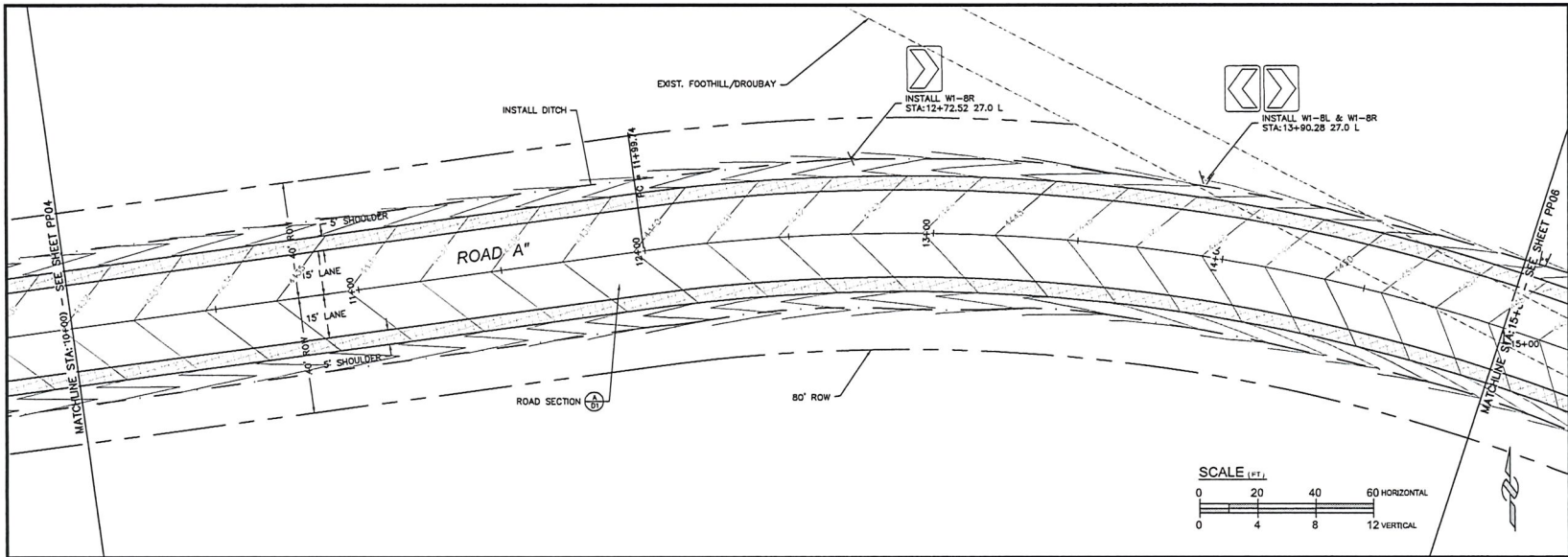
Rev.	By	Date	Remarks

SADDLEBACK PARTNERS, L.C.

**FOOTHILL IMPROVEMENTS
PLAN AND PROFILE
ROAD "A"
STA:5+00 TO STA:10+00**

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 Denver - (303) 298-1682

Print Date: 07/17/17
 Drawing No: 5364
 Sheet: 5 of 6



NOTES:

THE "MANUAL OF STANDARD PLANS" AND "THE MANUAL OF STANDARD SPECIFICATIONS" BY THE UTAH CHAPTER, AMERICAN PUBLIC WORKS ASSOCIATED GENERAL CONTRACTORS, 2010 EDITION ARE ADOPTED IN ITS ENTIRETY.

CONSTRUCT ROAD TO TOOELE COUNTY ROAD DEPARTMENT STANDARDS.

COORDINATE ALL WORK WITHIN RAILROAD RIGHT OF WAY WITH UNION PACIFIC RAILROAD. CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL PERMITS AND TO OBEY ALL RAILROAD RULES AND REGULATIONS.

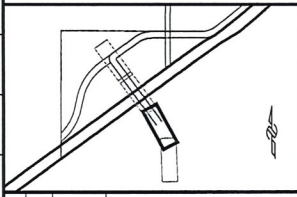
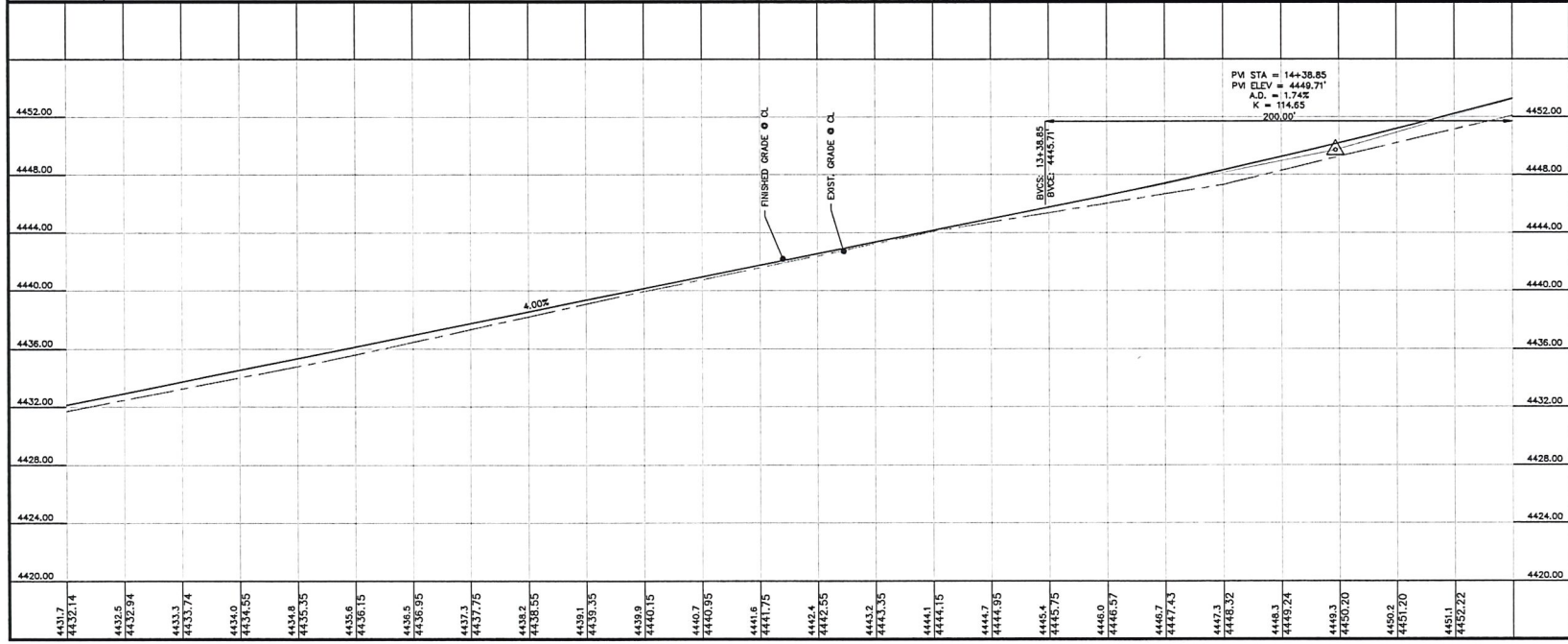
CONSTRUCT TO UDOT SPECIFICATIONS AND STANDARD DRAWINGS WHERE UDOT STANDARDS ARE REFERENCED.

MAINTAIN TRAFFIC CONTROL SIGNAGE AND FLAGGERS AS REQUIRED WHENEVER WORK IS BEING PERFORMED WITHIN THE EXISTING ROADWAY.

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COORDINATE SIGNAGE INSTALLATION, CATTLE GUARD INSTALLATION AND PAVING WITH TOOELE COUNTY ROAD DEPARTMENT.



Rev.	By	Date	Remarks

SADDLEBACK PARTNERS, L.C.

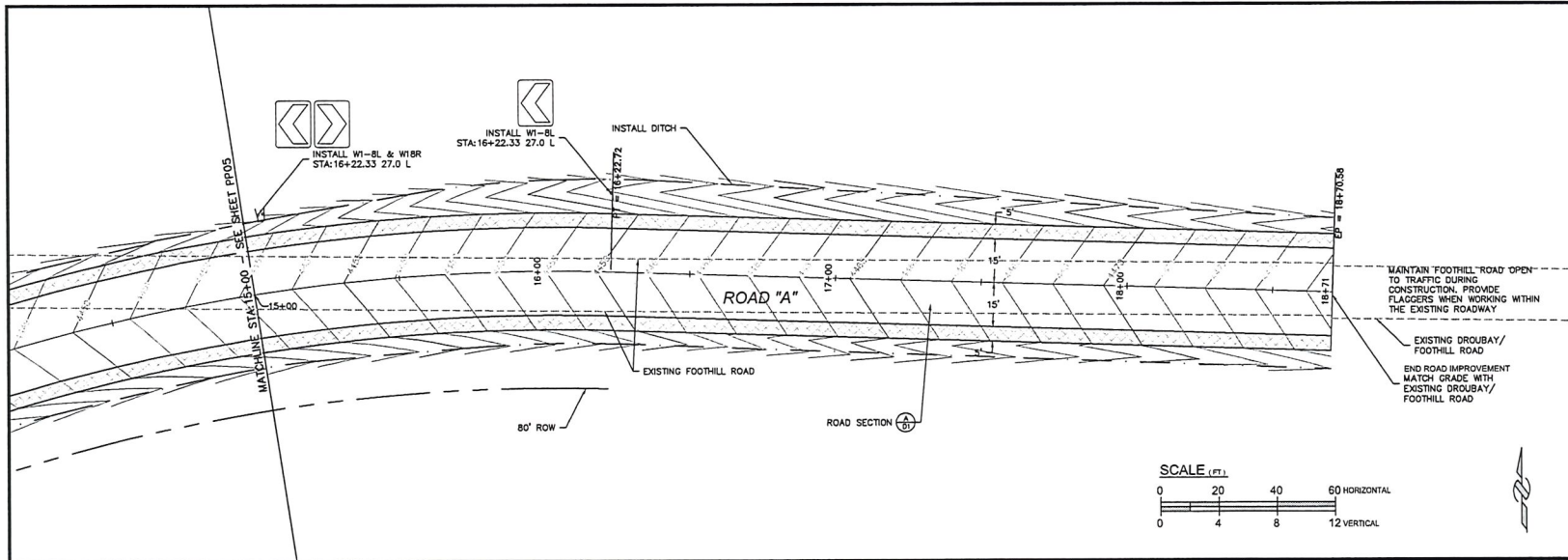
**FOOTHILL IMPROVEMENTS
PLAN AND PROFILE
ROAD "A"
STA:10+00 TO STA:15+00**

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Sheet: **PP05**
of 1



NOTES:

THE "MANUAL OF STANDARD PLANS" AND "THE MANUAL OF STANDARD SPECIFICATIONS" BY THE UTAH CHAPTER, AMERICAN PUBLIC WORKS ASSOCIATED GENERAL CONTRACTORS, 2010 EDITION ARE ADOPTED IN ITS ENTIRETY.

CONSTRUCT ROAD TO TOOELE COUNTY ROAD DEPARTMENT STANDARDS.

COORDINATE ALL WORK WITHIN RAILROAD RIGHT OF WAY WITH UNION PACIFIC RAILROAD. CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL PERMITS AND TO OBEY ALL RAILROAD RULES AND REGULATIONS.

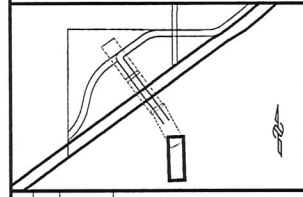
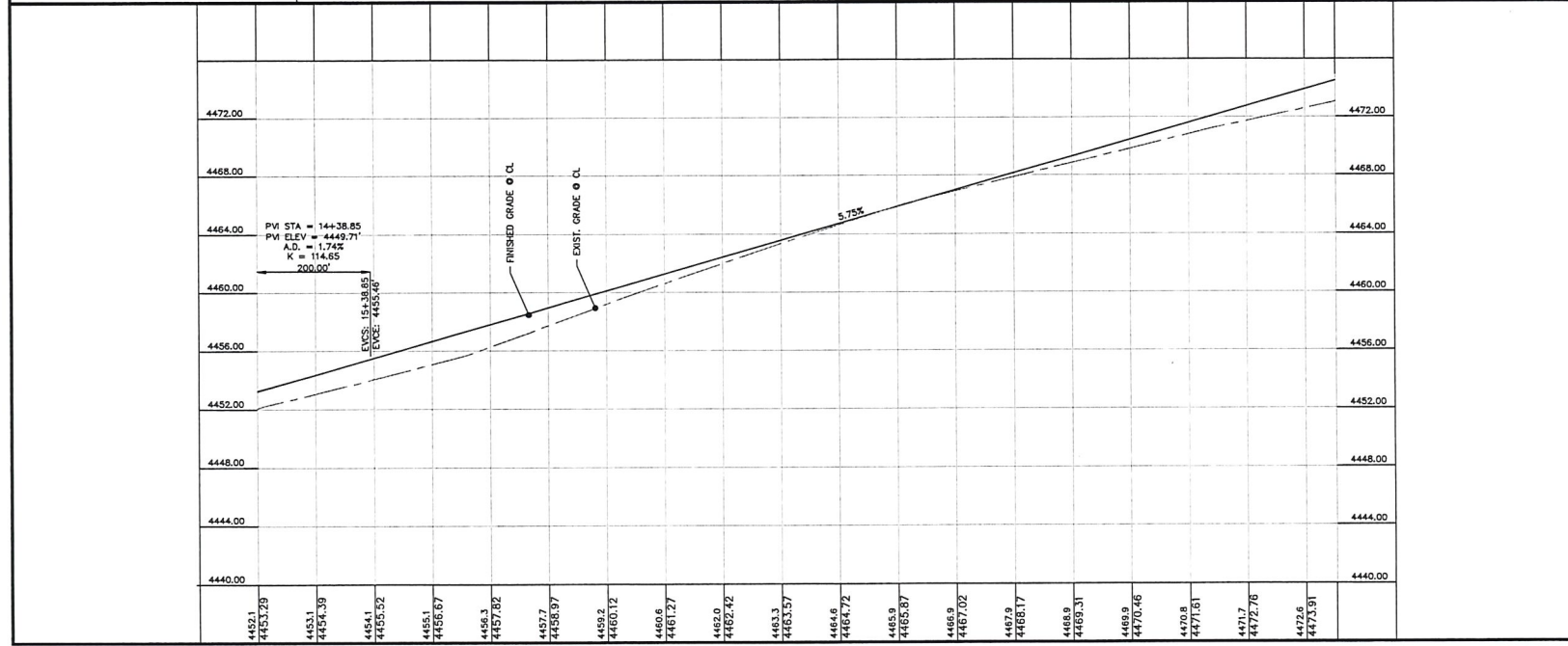
CONSTRUCT TO UDOT SPECIFICATIONS AND STANDARD DRAWINGS WHERE UDOT STANDARDS ARE REFERENCED.

MAINTAIN TRAFFIC CONTROL SIGNAGE AND FLAGGERS AS REQUIRED WHENEVER WORK IS BEING PERFORMED WITHIN THE EXISTING ROADWAY.

PROVIDE DUST CONTROL DURING CONSTRUCTION PERIOD, INCLUDING WEEKENDS AS REQUIRED. WATER TO BE PROVIDED BY OWNER.

ALL SIGNAGE TO BE PROVIDED AND INSTALLED BY TOOELE COUNTY.

COORDINATE SIGNAGE INSTALLATION, CATTLE GUARD INSTALLATION AND PAVING WITH TOOELE COUNTY ROAD DEPARTMENT.



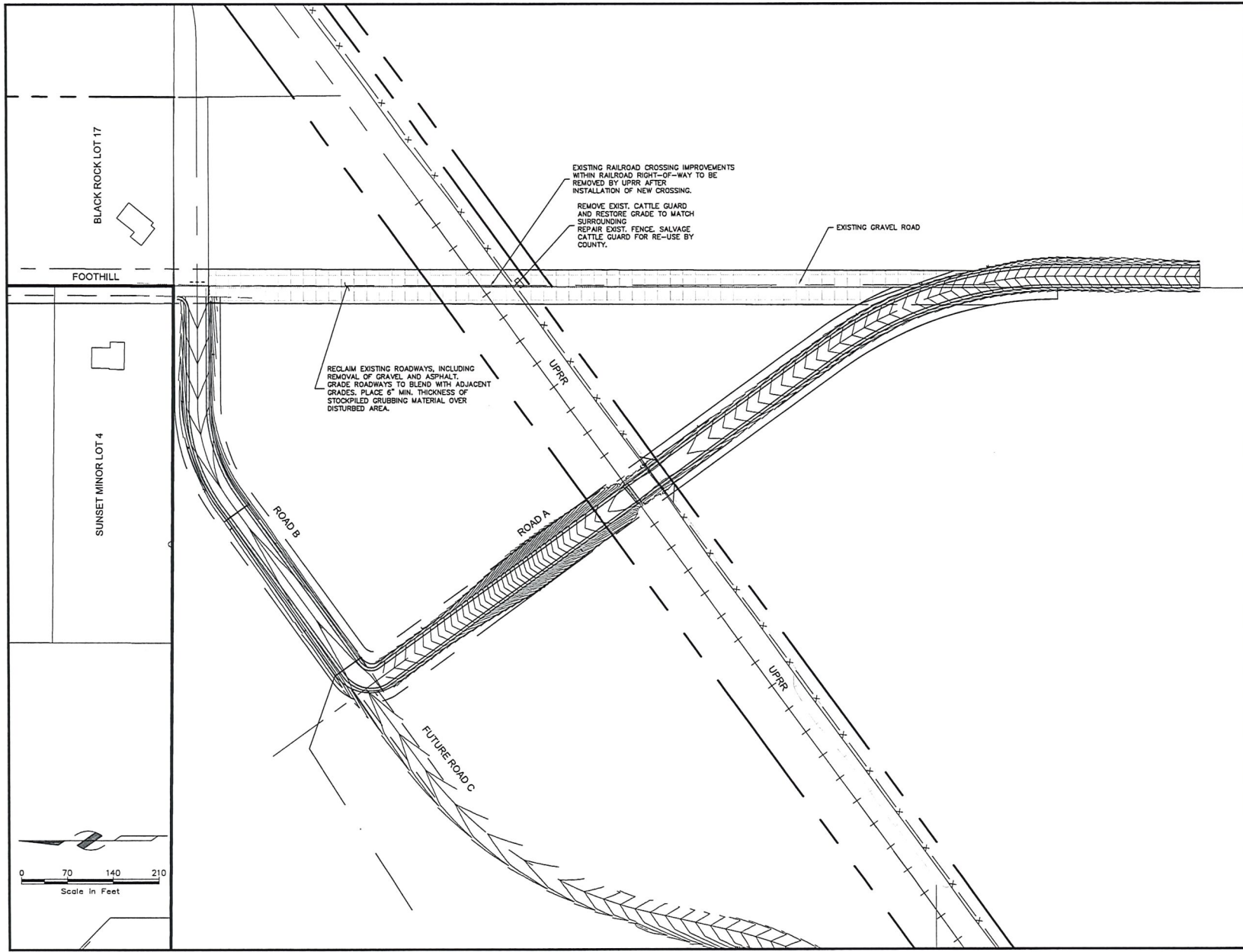
Rev.	By	Date	Remarks

SADDLEBACK PARTNERS, L.C.

**FOOTHILL IMPROVEMENTS
PLAN AND PROFILE
ROAD "A"
STA: 15+00 TO STA: 20+00**

B BINGHAM ENGINEERING Dm: **PP06**
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 OGDEN - (801) 399-1882
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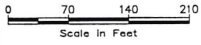
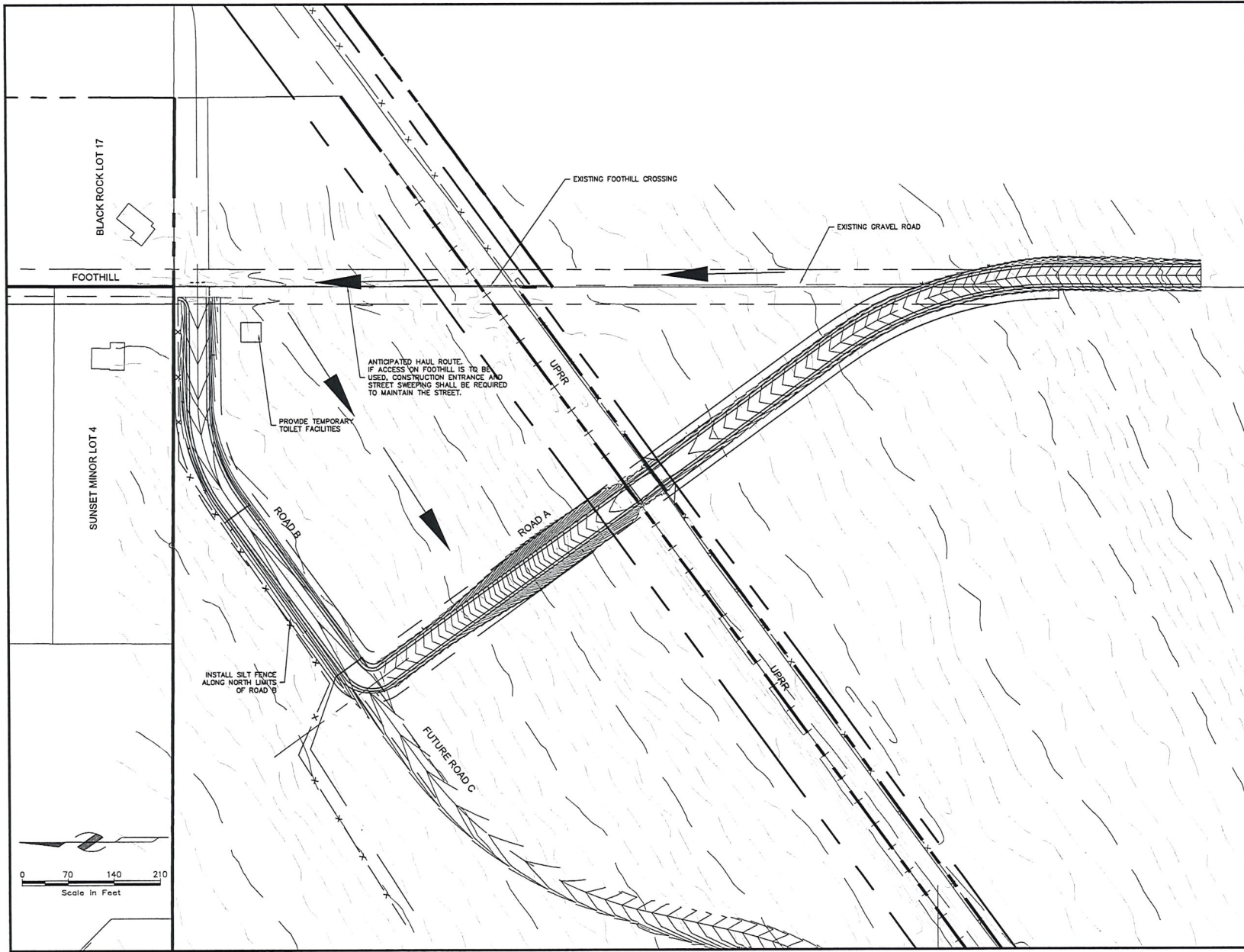
NOTES:

1. RECLAIM ROADS ONLY AFTER NEW ROADS AND CROSSING HAVE BEEN COMPLETED AND PLACED IN SERVICE.
2. EXISTING ASPHALT TO BE PULVERIZED AND PLACED IN STOCKPILE, OR HAULED OFF-SITE AND LEGALLY DISPOSED OF.
3. ALL WORK WITHIN RAILROAD RIGHT OF WAY TO BE PERFORMED BY UPRR CREWS.

Rev.	By	Date	Remarks

SADDLEBACK PARTNERS LC
 FOOTHILL IMPROVEMENTS
 ROAD CLOSURE AND RECLAMATION PLAN

BINGHAM ENGINEERING Sht **R-1**
 SALT LAKE CITY - (801) 532-2520
 OGDEN - (801) 399-1002 Dwg: _____
 Rev: _____ of 1



NOTES:

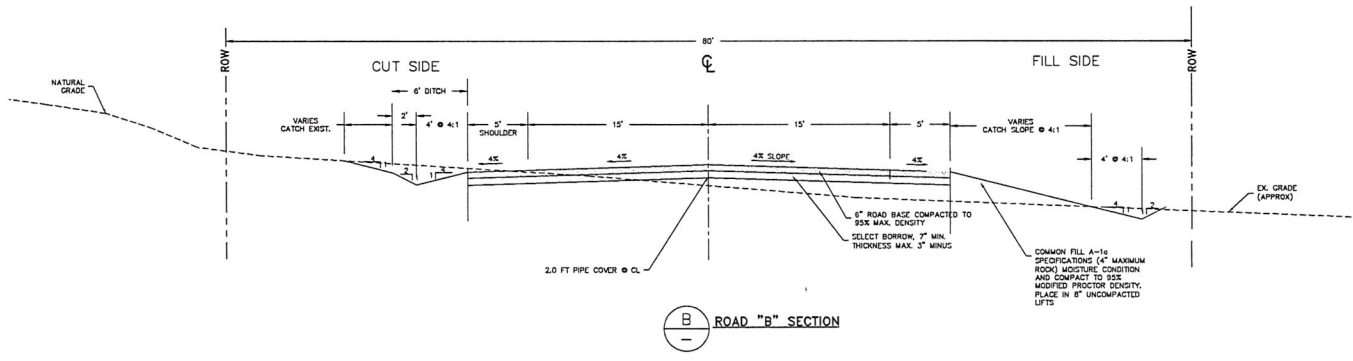
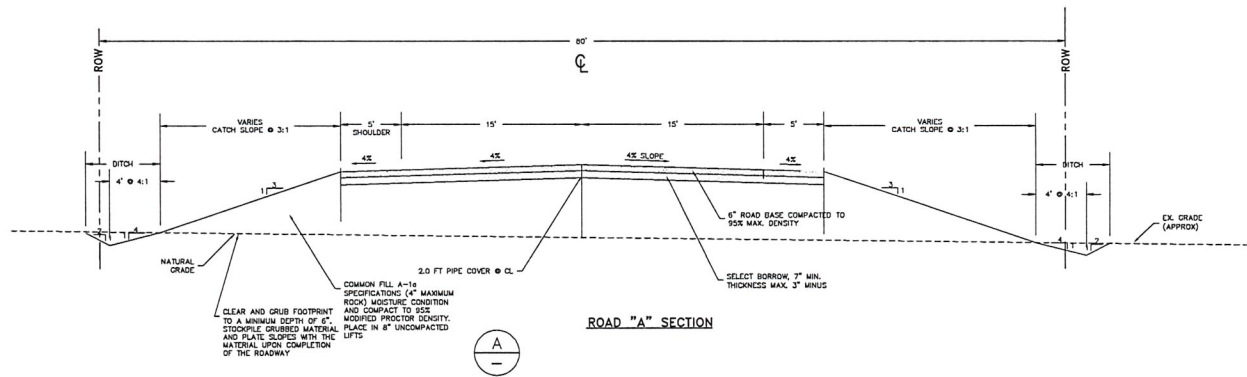
- PROVIDE DUST SUPPRESSION AS REQUIRED TO PREVENT DISTURBING NEARBY DEVELOPMENT
- FOLLOW ACCEPTABLE UTAH DEPARTMENT OF WATER QUALITY BMPs FOR ALL SWPPP WORK.
- LIMIT DISTURBANCE TO RIGHT-OF-WAY
- SEE RECLAMATION PLAN FOR RE-SEEDING OF DISTURBED AREAS

Rev.	By	Date	Remarks

SADDLEBACK PARTNERS LC
FOOTHILL IMPROVEMENTS

SWPPP

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	Dwn: _____	SW-1
	Pln: _____	
Print Date: 04/18/2017 Created: 4/17/17 Proj: # 5364		of 1
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<small>P:\3364\3364\Proj\3364 SWPPP & reclaim.dwg 8/2/17</small>		



- (C) ROADWAY DETAILS (COUNTY)
 THE "MANUAL OF STANDARD PLANS" AND THE "MANUAL OF STANDARD SPECIFICATIONS" BY THE UTAH CHAPTER, AMERICAN PUBLIC WORKS ASSOCIATION AND THE UTAH CHAPTER, THE ASSOCIATED GENERAL CONTRACTORS, 1997 EDITION ARE ADOPTED IN ITS ENTIRETY BY TOOELE COUNTY ENGINEERING DEPARTMENT.
- (D) ROADWAY DETAILS (UDOT)
 ALL UDOT STANDARD SPECIFICATIONS AND DRAWINGS SHALL BE USED WHEREVER APPLICABLE
- (E) STORM DRAIN DETAILS
 THE "MANUAL OF STANDARD PLANS" AND THE "MANUAL OF STANDARD SPECIFICATIONS" BY THE UTAH CHAPTER, AMERICAN PUBLIC WORKS ASSOCIATION AND THE UTAH CHAPTER, THE ASSOCIATED GENERAL CONTRACTORS, 1997 EDITION ARE ADOPTED IN ITS ENTIRETY BY TOOELE COUNTY ENGINEERING DEPARTMENT.

- (F) SIGNAGE DETAILS (COUNTY)
 ALL SIGNS SHALL BE INSTALLED ACCORDING TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)" SPECIFICATIONS AND ACCORDING TO TOOELE COUNTY STANDARDS.
- (G) RAILROAD DETAILS
 ALL UNION PACIFIC RAILROAD (UPRR) STANDARD SPECIFICATIONS AND DRAWINGS SHALL BE USED WHEREVER APPLICABLE

SADDLEBACK PARTNERS, L.C.			
FOOTHILL IMPROVEMENT ROAD CROSS-SECTIONS & DETAILS			
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	Dwn: STAF	of: X	
Print Date: 4/8/17	Created: 2/20/17	Proj: # 5364	
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Rev.	By	Date	Remarks