

ROAD CONSTRUCTION AGREEMENT

THIS ROAD CONSTRUCTION AGREEMENT (the "Agreement") is entered into effective as of this 3rd day of September 2019, (the "Effective Date") among **TOOELE COUNTY, a political subdivision of the State of Utah**, whose address is 47 South Main Street, Tooele, UT, 84074 (the "County") and **SADDLEBACK PARTNERS, L.C.**, a Utah limited liability company, whose address is 925 West 100 North, Suite F, P.O. Box 540478, North Salt Lake, UT, 84054 (the "Saddleback"). The County and Saddleback are individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS:

- A. The Union Pacific Railroad Company, a Delaware corporation, whose address is 1400 Douglas Street, Stop 1780, Omaha, Nebraska, 68179 ("UPRR"), operates a railroad over which the public street named "Foothill Drive" crosses using a "private" at-grade (Crossing No. 806-715B) (the "Foothill Crossing") in the Lake Point Area of Tooele County, State of Utah.
- B. The Foothill Crossing has been scheduled for certain safety upgrades to allow it to be reclassified as a "public" crossing, including relocating it approximately four hundred twenty feet (420') to the west in order to make it safer and more efficient (the "Foothill Crossing Realignment").
- C. The UPRR has approved the Foothill Crossing Realignment and desires that the County enter into that certain *Public Highway At-Grade Crossing (Foothill Drive, DOT 975260L, Milepost 759.51- Lynndyl Subdivision, Erda, Tooele County, Utah; UP Real Estate Folder No. 3125-78) Agreement*, a copy of which is attached hereto as Exhibit "A" (the "UPRR Agreement").
- D. The United States of America, acting through its Bureau of Land Management (the "BLM"), has granted to the County that certain FLMPA Title V Right-of-Way (UTU-092432), a copy of which is attached hereto as Exhibit "B" (the "BLM ROW"); the BLM ROW allows for the construction of a public roadway across real property owned by BLM in order to effectuate the Foothill Crossing Realignment.
- E. Saddleback has caused to be prepared that certain *Foothill Drive Road Dedication Plat* attached hereto as Exhibit "C" (the "Dedication Plat") which identifies certain real properties controlled by Saddleback which, upon recordation in the Tooele County Recorder's Office (the "Recorder's Office"), will dedicate the right-of-way needed to effectuate the Foothill Crossing Realignment.
- F. As recited in the UPRR Agreement, UPRR and the Utah Department of Transportation ("UDOT") have entered into a separate agreement, known in UPRR's records as Project No. 761299 (the "UDOT Agreement"), in connection with certain

work relating to the Foothill Crossing Realignment to be performed by UPRR, at UDOT's expense.

G. The Parties are entering into this Agreement in order that the Foothill Crossing Realignment occur and to memorialize the Parties' agreements relating to the acquisition and relinquishment by the County of certain rights-of-way therefor and the performance by the Parties of their respective commitments.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and in consideration for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Execution of the UPRR Agreement. Simultaneously with the execution of this Agreement by the County, (a) the County shall also execute and deliver the UPRR Agreement to UPRR, and when signed by UPRR, shall deliver a fully executed copy of the same to Saddleback and (b) Saddleback shall pay to the County the sum of sixteen thousand eight hundred and 00/100 dollars (the "UPRR Fee"), which the County shall tender to UPRR simultaneously with its execution of the UPRR Agreement, as required pursuant to Section 2(A) of the UPRR Agreement.
2. Dedication Plat. Simultaneously with the execution of this Agreement, Saddleback shall cause the appropriate owners of the real properties affected by the Dedication Plat to execute the final mylar of the Dedication Plat and to deliver the same to the County. The County shall cause the Dedication Plat to be reviewed, processed for approval, approved, and executed by all necessary departments of County government, thereby authorizing its filing in the Recorder's Office.
3. Saddleback's Work. To install the Foothill Crossing Realignment, Saddleback shall, at its expense and on behalf of the County (collectively, the "Saddleback's Work"): (a) pay to the County the UPRR Fee as provided for in Section 1 herein; (b) pay within thirty (30) days of receipt from the County of the invoices in order to reimburse the County for charges billed to the County from the UPRR pursuant to Section 7(A) and Exhibit "C" of the UPRR Agreement; (c) construct Roads A and B pursuant to the construction drawings attached to the UPRR Agreement as Exhibit A-1 (the "Construction Drawings") [with the exception of the Cattle Guard (defined below) and the Old Foothill Demolition (defined below) which are a portion of the County's Work (defined below), which Saddleback shall complete on or before July 31, 2020; (d) comply with or cause its contractor to comply with the terms of the UPRR Agreement when working within the UPRR right-of-way; (e) comply with or cause its contractor to comply with the terms of the BLM ROW when working within the BLM ROW; and (e) upon substantial completion of the construction of the Foothill Crossing Realignment pursuant to the Construction Drawings, deliver to the County an irrevocable standby letter of credit, including executing such attachments thereto, in the form and substance

of Exhibit "D" attached hereto, to provide a one year warranty of the work performed by Saddleback pursuant to this Agreement (the "Letter of Credit").

4. County's Work. To construct the Foothill Drive Realignment, the County shall, at its expense, (a) upon receipt from Saddleback of the UPRR Fee, pay the same to UPRR pursuant to Section 1 herein; (b) provide and install the 32-foot wide cattle guard identified in the Construction Drawings (the "Cattle Guard"), (c) upon completion and placement into service of the Foothill Crossing Realignment, perform the work identified on Sheet R1 (Road Closure and Reclamation Plan) of the Construction Drawings in order to close and demolish the portions of the existing Foothill Drive that are no longer needed and reclaiming the same (collectively, the "Old Foothill Demolition"); (d) within ten (10) days of Saddleback's (i) construction of Roads A and B and the acceptance of the same by the County Roads Department as being substantially complete ("Substantial Completion") and (ii) delivery of the executed Letter of Credit to the County, countersign the Letter of Credit and deliver a fully executed copy to Saddleback and file the Dedication Plat in the Recorder's Office; (e) provide any and all road closure, street, and other signs necessary or desirable to close the Old Foothill Drive and identify the Foothill Drive Realignment; (f) waive any and all fees associated with the Dedication Plat, construction of Roads A and B, and Saddleback's Work, including but not limited to all application, review, inspection, processing, and recording fees; and (h) comply with the terms and provisions of the UPRR Agreement (collectively, the "County's Work").

5. Integration. This Agreement, together with the recitals and other agreements mentioned herein and the exhibits attached hereto, constitute the entire agreement between the Parties and may not be amended except in writing, and must be signed by all of the Parties.

6. Attorneys' Fees. In the event of any action or suit by a Party against one or more of the other Parties for breach of the terms of this Agreement or for other cause of action arising out of this Agreement, the prevailing Party(ies) shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, from the other party(ies).

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, agents, personal representatives, successors, and assigns, and shall be deemed to run with the land. This Agreement may not be assigned by a Party without the written consent of the other Parties, which consent shall not be unreasonably conditioned, delayed or withheld.

8. Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intent. This Agreement has been prepared after extensive discussions between and among the Parties and the opportunity for each Party to review the Agreement with and obtain advice from their respective legal counsel. In construing this Agreement, the fact that one or more of the Parties may have drafted its various provisions shall not affect the interpretation of such provisions.

9. Captions and Headings. The captions and headings appearing in this Agreement are for convenience only and shall in no way be deemed to define, limit, or extend the scope or intent of the paragraphs or sections which they precede nor affect the manner in which any provision hereof is construed.
10. Severability. If any term, covenant, or condition of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remainder of the Agreement shall remain in full force and effect.
11. Warranty of Authority. Each signatory to this Agreement warrants that they have full authority to sign this Agreement, and by signing this Agreement do bind the Parties thereto.
12. Time of the Essence. Time is of the essence in the performance of all obligations under this Agreement.
13. No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver or abandonment of any such term or condition, or a waiver of the right to enforce any subsequent breach or violation of such term or condition. The foregoing shall apply regardless of whether the Party affected or having the right to enforce the term or condition had knowledge of the breach or violation.
14. Further Assurances. After the execution of this Agreement, the Parties agree to execute and deliver such documents, and to take or cause to be taken all such other actions, as any Party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement, including the obtaining of the Authorizations by the Saddleback.
15. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.
16. Notice. Any notices required by this Agreement shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States mail, postage prepaid, return receipt requested, to the Parties' respective addresses as set forth above or at such other addresses as the Parties may provide upon notification in accordance with this Section 16.
17. Counterparts and Facsimile Signatures. This Agreement may be signed separately and there may be several signature pages that may be joined to form a complete Agreement. This Agreement may also be signed by facsimile or .pdf signatures.

[The remainder of this page is intentionally left blank; signatures follow on next page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

“County”:

TOOELE COUNTY,

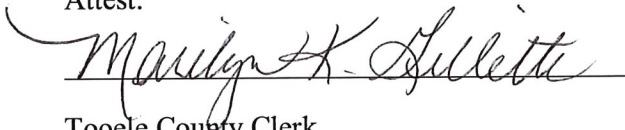
A political subdivision of the State of Utah

By: 

Print Name: TOM TRIP

Title: Tooele County Commission Chair

Attest:



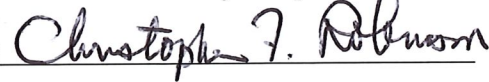
Tooele County Clerk



“Saddleback”:

SADDLEBACK PARTNERS, L.C.,

A Utah limited liability company

By: 

Christopher F. Robinson, Manager

EXHIBIT "A"
To
ROAD CONSTRUCTION AGREEMENT

UPRR Agreement
[SEE ATTACHED]

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 ____ day of _____, 20____ ("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: _____

TOOELE COUNTY

By: _____
Printed Name: _____
Title: _____

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

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



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 DYL SUB

LASL UT V-17 / 27

SCALE: 1" = 200'

OFFICE OF REAL ESTATE

OMAHA, NEBRASKA DATE: 12/4/2018

AJM FILE: 3125-78

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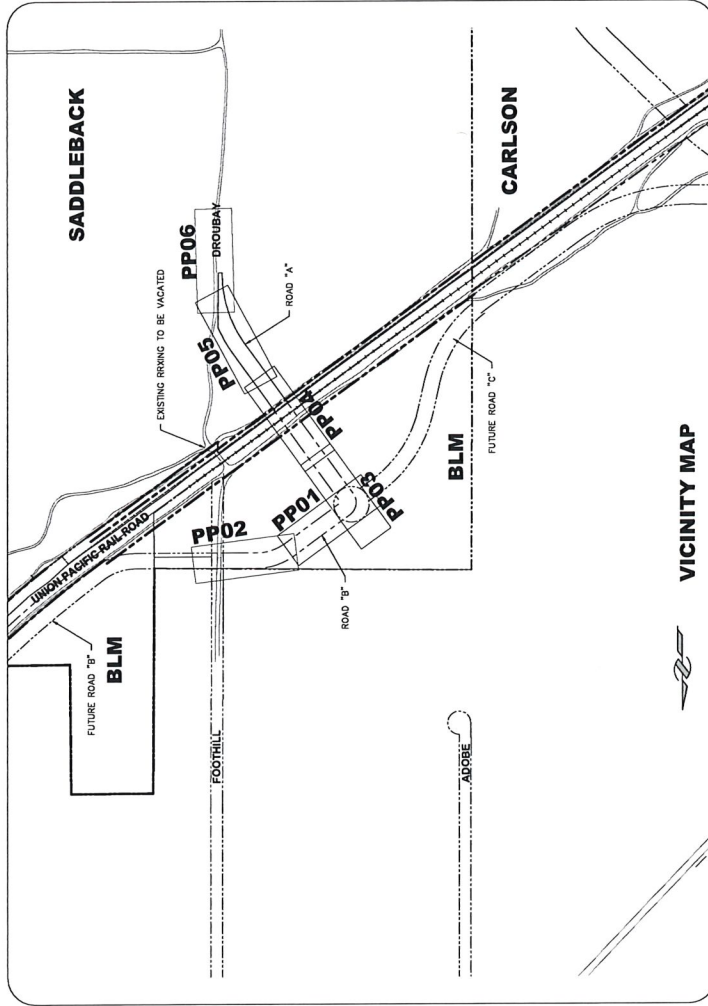
**EXHIBIT A-1
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

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



- SHEET LAYOUT**
- C-00 TITLE SHEET
 - C-01 GENERAL NOTES
- 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: 24+00 - STA: 30+00
 - PP-04 ROAD A - STA: 30+00 - STA: 35+00
 - PP-05 ROAD A - STA: 10+00 - STA: 15+20
 - PP-06 ROAD A - STA: 15+00 - STA: 18+70
- SW-1 SWPPP**

D-01 -DETAILS-
ROADWAY CROSS SECTIONS

NOTICE TO CONTRACTORS

IF SHALL BE THE RESPONSIBILITY OF CONTRACTOR TO CONTACT OWNER AT ALL TIMES FOR ANY CHANGES TO THE DRAWINGS BEFORE THE COMMENCEMENT OF ANY CONSTRUCTION.

SCALE

0 500 1000 1500
Scale in Feet

REV.	DESCRIPTION

TOOELE COUNTY BUILDING DEVELOPMENT SERVICES

APPROVED THIS _____ DAY OF _____ 20____

BY THE TOOELE COUNTY BUILDING & DEVELOPMENT SERVICES

DIRECTOR, TOOELE COUNTY BUILDING & DEVELOPMENT

PREPARED BY:
BRINGHAM ENGINEERING
3140 W. 1400 N. SUITE 100
SALT LAKE CITY, UTAH 84115

FOOTHILL RAILROAD CROSSING RELOCATION
VICINITY MAP & INDEX SHEET

Sht. 100 of 1

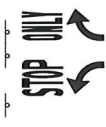
SADDLEBACK PARTNERS, L.C.
FOOTHILL ROAD IMPROVEMENTS



LEGEND

	PROPOSED WATERLINE
	FUTURE WATERLINE
	ABANDONED WATERLINE
	PROPOSED SANITARY SEWER
	FUTURE SANITARY SEWER
	ABANDONED SANITARY SEWER
	PROPOSED STORM DRAIN
	FUTURE STORM DRAIN
	ABANDONED STORM DRAIN
	EXISTING SECONDARY WATER
	EXISTING NATURAL GAS
	EXISTING ENVIRONMENTAL PIPE
	PROPOSED UNDERGROUND POWER
	EXISTING UNDERGROUND POWER
	PROPOSED OVERHEAD POWER
	EXISTING OVERHEAD POWER
	EXISTING CABLE TV
	PROPOSED WETLANDS
	EXISTING WETLANDS
	PROPOSED TOP 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
	EXISTING SIDEWALK
	PROPOSED RAILS
	EXISTING RAILS
	FUTURE FENCE
	EXISTING FENCE
	PROPOSED EDGE OF PAVEMENT
	EXISTING CONCRETE
	PROPOSED BUILDING
	EXISTING BUILDING
	PROPOSED ASPHALT
	EXISTING ASPHALT
	FUTURE CENTERLINE
	EXISTING CENTERLINE
	MATCHLINE

	YELLOW STRIPE, 4" WITH 4" GAP
	PROPOSED BROKEN YELLOW STRIPE, 4"
	PROPOSED SOLID & BROKEN YELLOW STRIPE, 4" WITH 4" GAP
	PROPOSED DOUBLE YELLOW STRIPE, 4" WITH 4" GAP
	PROPOSED BROKEN WHITE STRIPE, 4"
	PROPOSED SOLID WHITE STRIPE, 4"
	PROPOSED SOLID WHITE STRIPE, 6" WITH 4" GAP
	EXISTING BROKEN YELLOW STRIPE, 4"
	EXISTING SOLID & BROKEN YELLOW STRIPE, 4"
	EXISTING DOUBLE YELLOW STRIPE, 4" WITH 4" GAP
	EXISTING BROKEN WHITE STRIPE, 4"
	EXISTING SOLID WHITE STRIPE, 4"
	EXISTING SOLID WHITE STRIPE, 6"
	EXISTING SOLID WHITE STRIPE, 12"
	EXISTING SOLID WHITE STRIPE, 12"

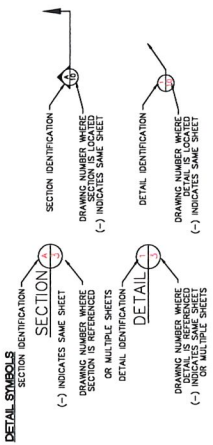


ELONGATED TEXT PAVEMENT MARKING, MUTCD FIGURE 3B-20
 ELONGATED TURNING ARROW

	SECTION BOUNDARY
	PROPOSED 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 CURB INLET BOX
	PROPOSED AREA INLET BOX
	PROPOSED COMBINATION BOX
	EXISTING POST-INDICATOR VALVE
	EXISTING FIRE DEPARTMENT CONNECTION
	EXISTING WATER METER
	EXISTING HYDRANT
	EXISTING WATER VALVE
	EXISTING GUY WIRE
	EXISTING LIGHT POLE
	EXISTING ROOF DRAIN
	PROPOSED CROSS FITTING
	EXISTING ELBOW FITTING
	EXISTING TEE FITTING
	EXISTING GAS VALVE
	EXISTING POWER POLE
	EXISTING POWER MONUMENT

NOTES:



GENERAL NOTES
 ROAD "A" & "B"
 FOOHILL RR XING RELOCATION

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Sheet: 1 of 1
 Date: 7/14/2017
 Designer: J.B./L.T.
 Project: 15249

NOTES:

THE "MANUAL OF STANDARD PLANS" AND "THE MANUAL OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS" PUBLISHED BY THE AMERICAN PUBLIC WORKS ASSOCIATION, GENERAL CONTRACTORS, 2010 EDITION, ARE ADOPTED IN ITS ENTIRETY.

CONSTRUCT ROAD TO TOOLE COUNTY ROAD DEPARTMENT.

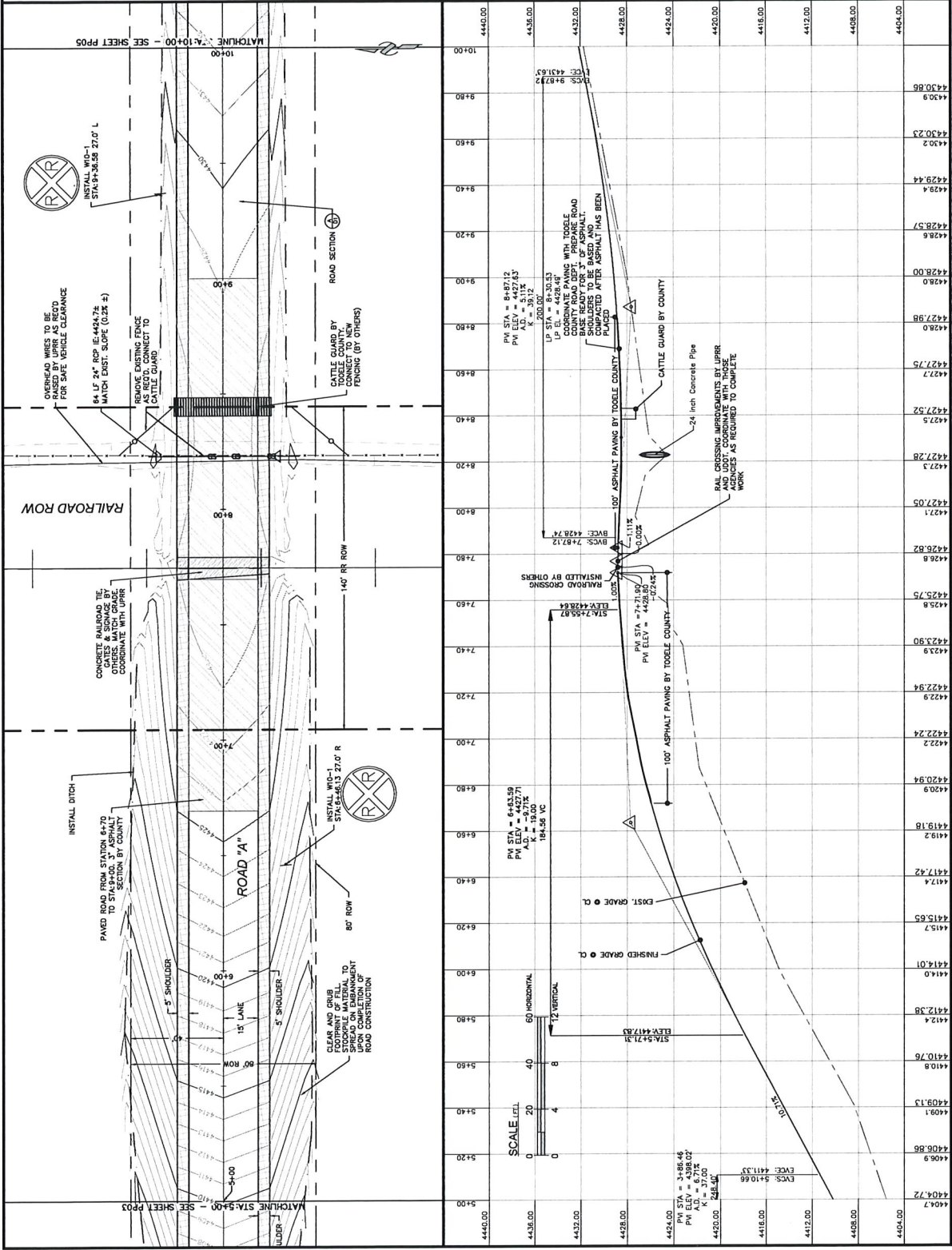
CONSTRUCT ROAD WITH 27.0' R.O.W. OF ROADWAY WITH UNDER PAVED RAILROAD CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL PERMITS AND SPACES TO LIGHT SPECIFICATIONS AND REFER TO DRAWINGS WHERE UDOT STANDARDS ARE REFERRED.

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

PROVIDE DUST CONTROL DURING CONSTRUCTION AS REQUIRED WHENEVER WORK IS BEING PERFORMED WITHIN THE EXISTING ROADWAY.

ALL SIGNAGE TO BE PROVIDED AND INSTALLED BY TOOLE COUNTY.

COORDINATE SIGNAGE INSTALLATION, CATTLE GUARD ROAD DEPARTMENT.



PP04

BINGHAM ENGINEERING

DATE: 10/17/17

PROJECT: ROAD # 236A

SCALE: 1" = 20' HORIZ. 1" = 4' VERT.

BY: [Signature]

CHECKED: [Signature]

APPROVED: [Signature]

SADDLEBACK PARTNERS, L.C.

FOOTHILL IMPROVEMENTS

PLAN AND PROFILE

ROAD "A"

STA:5+00 TO STA:10+00

Station	Elevation
4404.00	4430.86
4403.80	4430.25
4403.60	4429.44
4403.40	4428.57
4403.20	4428.00
4403.00	4427.98
4402.80	4427.75
4402.60	4427.52
4402.40	4427.28
4402.20	4427.05
4402.00	4426.82
4401.80	4425.75
4401.60	4423.90
4401.40	4422.94
4401.20	4422.24
4401.00	4420.94
4400.80	4419.18
4400.60	4417.42
4400.40	4415.65
4400.20	4414.01
4400.00	4412.38
4399.80	4410.76
4399.60	4409.13
4399.40	4408.86
4399.20	4408.9
4399.00	4404.72
4404.7	4404.7

