

13177

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, entered into this 30th day of July, 2010, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**", and **HERRIMAN CITY CORPORATION**, a Municipal Corporation in the State of Utah, hereinafter referred to as the "**CITY**",

WITNESSETH:

WHEREAS, **UDOT** is engaged in preparing plans, specifications, and estimates of costs toward constructing that certain section of highway, identified as Mountain View Corridor, Redwood Road to 5400 South; Project Number MP-0182(6) in Herriman City, Salt Lake County, Utah; and

WHEREAS, in accordance with Utah Code Annotated 1953 as amended effective July 1, 2000, 72-6-116, Regulation of Utilities-Relocation of Utilities (3)(a)(ii), **UDOT** is responsible for 100% of the cost of relocation of the **CITY's** facilities necessitated by the project; and

WHEREAS, **UDOT** will include in its construction contract those items of work required to construct, relocate and adjust **CITY's** facilities in accordance with the provisions of 23 CODE OF FEDERAL REGULATIONS, Part 645, Subpart A, Utility Relocations, Adjustment and Reimbursement, and

WHEREAS, the **CITY** may desire to include betterments in said **UDOT** project. **UDOT** is agreeable to the construction of betterments providing that the difference in actual costs between the minimum construction required and the **CITY's** desired construction is entirely at **CITY** expense and provided that the parties can reasonably coordinate the project schedule to accommodate the betterment work; and

WHEREAS, to facilitate traffic flow along the Mountain View Corridor Frontage Roads system, and to facilitate access to Mountain View Corridor from intersections and access points in the **City**, the parties hereto desire to designate specific access management and corridor preservation elements.

THEREFORE, THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions under which said work will be completed and said rights-of-way shall be preserved.

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

SECTION ONE – TRAFFIC MANAGEMENT

1. Traffic Signals:

To facilitate traffic flow along the [Mountain View Corridor Frontage Road system](#) within the limits of the CITY, the following locations are identified as locations for existing or future traffic signal installation.

LOCATIONS	TRAFFIC SIGNALS
South Hills Blvd at Redwood Rd	Proposed Signal (Project)
Northbound Frontage Road at South Hills Blvd	Proposed Signal (Project)
Southbound Frontage Road at South Hills Blvd	Proposed Signal (Project)
Northbound Frontage Road at 3600 West	Future Signal
Southbound Frontage Road at 3600 West	Future Signal
Northbound Frontage Road at 14400 South	Future Signal
Southbound Frontage Road at 14400 South	Future Signal
Northbound Frontage Road at Rose Crest Rd	Future Signal
Southbound Frontage Road at Rose Crest Rd	Future Signal
Northbound Frontage Road at 13400 South	Proposed Signal (Project)
Southbound Frontage Road at 13400 South	Proposed Signal (Project)
Northbound Frontage Road at 12600 South	Proposed Signal (Project)
Southbound Frontage Road at 12600 South	Proposed Signal (Project)
Northbound Frontage Road at 11800 South	Proposed Signal (Project)
Southbound Frontage Road at 11800 South	Proposed Signal (Project)

The parties further agree that traffic signals will be installed only at those intersections described herein as part of [Mountain View Corridor Frontage Road System](#) and only as they are deemed warranted as defined by Chapter 4C of the Manual on Uniform Traffic Control Devices (FHWA, current edition). The CITY shall devise any and all future master plans within the area around this concept, and the parties shall work jointly and in full cooperation toward the common goals identified in this agreement.

2. Access Control:

2.1. Frontage Road Access from Adjacent Property:

The Mountain View Corridor frontage roads shall run from South Hills Blvd. in Herriman to Old Bingham Highway in West Jordan. Access to the frontage roads will only be allowed at designated points as shown in the accompanying "Granted Access Exhibit" (See Exhibits – Figure 1) and as described within the various property deeds of those properties which parallel the frontage roads. These accesses shall be restricted to city streets only. Future roads shall not deviate more than 5 degrees from perpendicular (85° to 95°) at Mountain View Corridor frontage road intersections and must meet the requirements and guidelines set forth in Mountain View Corridor's Access Management guide (See Exhibit A). Coordinate proposed accesses with UDOT.

2.1 Cross-Street Accesses Adjacent to the Mountain View Corridor

- 2.3.1 The **CITY** and **UDOT** agree that access onto non-interchange cross-streets within the Mountain View Corridor will be controlled by the **CITY**.
- 2.3.2 Access will be limited to the extent described in the Right of Way documents for parcels along interchange cross-streets. (Refer to Exhibits for 13400 South & 12600 South).
- 2.3.3 The **CITY** agrees to allow **UDOT** the right to enter and construct on the **CITY** cross-streets which are not being closed and which are intersected by the Mountain View Corridor.
- 2.3.4 **UDOT** will submit a permit to enter and construct in **CITY** cross-streets.
- 2.3.5 Upon completion of construction activities, the parties agree that the **CITY** shall assume full maintenance responsibility of the **CITY** cross streets; **UDOT** will retain ownership within those boundaries of the Mountain View Corridor right-of-way. **UDOT** shall maintain the frontage roads and freeway mainline right-of-way. **UDOT** shall also maintain the turn-arounds until they are connected to **CITY** streets, at which time the **CITY** shall assume full maintenance responsibility.
- 2.3.6 The **CITY** shall be allowed to enter and perform maintenance on utilities within the Mountain View Corridor right-of-way, as per state statutes.
- 2.3.7 The parties agree that the existing 11800 South shall be closed at Currant Dr. where the re-aligned 11800 South begins on the east and at the point of intersection with the right of way line for Mountain View Corridor on the west. The **CITY** will quit claim the portion of 11800 South that the Mountain View Corridor Right of Way impacts to **UDOT**. No motorized vehicle access from 11800 South to Mountain View Corridor or its associated Frontage Roads will be permitted from the existing 11800 South or appurtenant roads at this location. As per direction from the **CITY**, the parties further agree that no cul-de-sac or turn-around will be provided. 11800 South will dead-end into barriers put in place as part of this project. Adequate signage of the dead-end will be installed by **UDOT**. (See Exhibit B). Remaining

portions of the 11800 South right of way between Currant Drive and the Mountain View Corridor right of way line shall be disposed of according to the direction of the City Engineer.

Based on future considerations and as additional needs arise, the parties agree that this Cooperative Agreement may be amended from its original form; however, any such amendments shall require evidence of the concurrence of both parties, **UDOT** and the **CITY**, in the form of a signed Amendment to Cooperative Agreement.

SECTION TWO – ITEMS OF WORK

Except as otherwise noted herein, **UDOT** shall design, coordinate, construct, and administer the installation, relocation, and/or protection of the **CITY**'s facilities in accordance with the applicable standards and specifications as described herein. **UDOT** will provide design documents to the **CITY** for review.

Items of Work that will be completed for and on behalf of the **CITY** as part of the project shall include:

1. SIGNALS

- 1.1. Upon completion of construction, **UDOT** shall own and operate signal systems and associated appurtenances installed with this project and shall provide for electrical power to the traffic signal system. The **CITY** shall provide electrical power for the street lights on the signal poles.

2. CULINARY WATER LINES

- 2.1. **UDOT** shall, through its contractor, remove and replace portions of the **CITY** culinary water system as specified in the plans.
- 2.2. Upon completion of construction, the **CITY** shall own the culinary water system and all associated appurtenances and shall thereafter maintain the culinary water system and replace as needed at no cost to **UDOT**.
- 2.3. No betterment costs are associated with this item of work.

3. STORM DRAIN

- 3.1. Upon completion of construction, the parties agree that **UDOT** shall own said storm drain systems and all associated appurtenances within the right-of-way limits of Mountain View Corridor. **UDOT** shall thereafter maintain the systems within the right-of-way and replace and repair as needed at no cost to **CITY**.
- 3.2. The parties agree that the **CITY** shall be responsible for the maintenance and operation of all **CITY** storm drain lines entering and exiting the system (See Exhibit C for locations).

4. SIDEWALKS, PARK STRIPS, LANDSCAPING, AESTHETIC FEATURES, and SOLID WALLS

4.1. The parties agree that UDOT shall:

- 4.1.1. Retain ownership and maintain all noise walls within the Mountain View Right of Way at no cost to the **CITY**.
- 4.1.2. Not be responsible for damage to plant materials, landscaping facilities, or aesthetic features due to snow removal, roadway salt application, or other normal **UDOT** maintenance activities.
- 4.1.3. Reserve the right to remove any and all landscape improvements if deemed necessary by **UDOT**. This may include roadway widening or other actions that would require eliminating the improvements from the right-of-way.
- 4.1.4. **UDOT** agrees to restore all disturbed areas after widening or other construction activities outside of normal activities to pre construction activities when possible.
- 4.1.5. Hereafter remain the owner of the real property on which said landscape features are installed.
- 4.1.6. Retain the right to periodic inspections of the landscape features described herein to ensure safety and proper maintenance practices by the **CITY**.
- 4.1.7. Upon completion of the project, coordinate/schedule a final walk through with the **CITY**. The purpose of the walk through will be to identify items that need to be completed or corrected.

4.2. The parties agree that the CITY shall:

- 4.2.1. Upon termination of the Project warranty period, in perpetuity, own and maintain at no cost to **UDOT**, all landscape features behind the top back of curbs within **CITY** boundaries.
- 4.2.2. Conduct a final inspection within two weeks of termination of the MVC Project warranty period before taking over said ownership and maintenance responsibilities.
- 4.2.3. Maintain entire landscaped area described herein in a noxious-weed-free condition.
- 4.2.4. Maintain all plant material in an aesthetically pleasing and healthy condition removed of litter and debris; including pruning and replacing any dead plant material with similar species during current growing season.
- 4.2.5. Maintain irrigation systems in proper working order, including prompt attention (within 24 hours) to any malfunctioning irrigation system that may cause a hazardous highway situation.
- 4.2.6. Provide connections to the **CITY** water system for the irrigation system and assume water costs for maintenance of landscape features.
- 4.2.7. Provide power connections for and assume all electricity costs for operation of landscape features.

- 4.2.8. Upon construction completion, own all landscaping. The **CITY** shall thereafter maintain the landscaping at no cost to **UDOT**.

5. SECONDARY WATERLINE

- 5.1. **UDOT** shall, through its contractor, remove and replace portions of the **CITY** secondary water system as specified in the plans.
- 5.2. The **CITY** will provide the design requirements for the secondary water system. **UDOT** will provide the design requirements for backfill and compaction.
- 5.3. Upon the completion of construction, the **CITY** shall own the secondary water system and all associated appurtenances. The **CITY** shall thereafter maintain the secondary water system and replace as needed at no cost to **UDOT**.
- 5.4. No betterment costs are associated with this item of work.

6. RIGHT-OF-WAY

- 6.1. **UDOT** shall, through its contractor, restore to pre-project condition, all **CITY**-owned property upon completion of construction activities.
- 6.2. The **CITY** shall grant to **UDOT** and its Contractor the right to enter and construct proposed improvements on **CITY** owned property.

7. TRAIL MANAGEMENT

- 7.1. **UDOT** shall, through its contractor, construct the Mountain View Corridor trail through the **CITY** as shown on the plans.
- 7.2. The **CITY** shall, after its construction, maintain the trail in good, usable condition.
8. Through its Resident Engineer, **UDOT** shall notify the **CITY** at least forty-eight (48) hours in advance of **UDOT's** contractor performing any work on or near **CITY's** facilities.
9. The **CITY's** engineer and/or inspector shall work with and through **UDOT's** Resident Engineer and shall give no orders directly to **UDOT's** Contractor unless authorized in writing to do so.
10. The parties agree that **UDOT's** Contractor shall accomplish the work covered herein on **CITY's** facilities in accordance with approved plans and specifications to include only changes or additions to said plans and specifications which are approved by the parties hereto, and that the **CITY**, through their inspection of said work, will provide **UDOT's** Resident Engineer with information relating to any problem or concerns the **CITY** may have with acceptance of said facilities upon completion of construction. The **CITY** shall supply **UDOT** and its Contractor the name and phone number of its inspector or representatives at or before the pre-construction meeting.

11. The parties agree that the **CITY** shall notify the **UDOT** Resident Engineer upon arrival and departure from the project. The **UDOT** Project Utility Coordinator shall be contacted only when the **UDOT** Resident Engineer cannot be contacted.

11.1. The **UDOT** Resident Engineer assigned to this project is:

Josh Van Jura
3949 South 700 East, Ste 500
Salt Lake City, Utah 84107
Phone (801) 292-8987
Email: jvanjura@utah.gov

11.2. The **UDOT** Project Utility Manager is:

Richard Manser
3949 South 700 East, Ste 500
Salt Lake City, Utah 84107
Phone (801) 910-2357
Email: rmanser@utah.gov

12. The parties agree that all materials from the **CITY's** existing facilities which are recovered by the Contractor while performing the work covered herein and not reused on the project shall become the property of said highway contractor except as noted otherwise herein.
13. The parties agree that, in the event there are changes in the scope of the work, extra work, or changes in the planned work covered by this Agreement, a modification approved in writing by the parties hereto shall be required prior to the start of work on said changes or additions.
14. The parties agree that access for future maintenance and servicing of **CITY's** property located on the Mountain View Corridor right-of-way will be by permit issued by **UDOT** to the **CITY**, and that the **CITY** shall obtain said permit and abide by the conditions thereof for policing and other controls in conformance with **UDOT's** MANUAL FOR THE ACCOMMODATION OF UTILITIES AND THE CONTROL AND PROTECTION OF STATE HIGHWAY RIGHTS-OF-WAY. However, **UDOT** agrees that no permit is needed for the maintenance or modification of landscaping located behind the sidewalk or of facilities that are located between the lips of curbs on city streets that are grade-separated from the state highway.
15. **UDOT** and the **CITY** are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend, and save harmless from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this project, and from and against all claims, suits, and costs, including attorneys' fees for injury or damage of any kind. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission

giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

16. The **CITY** further agrees to relieve **UDOT** from any responsibility or liability that may result from the **CITY's** operation or maintenance activities covered herein.
17. Any periodic plan and specification review or construction inspection performed by **UDOT** arising out of the performance of the project does not relieve the **CITY** of its duty in the performance of this project or to ensure compliance with acceptable standards.

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 BY CITY RECORDER:

Hester Upshaw
Title: Deputy Recorder
Date: 7/30/10

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

By: *John E. Mill*
Mayor

Date: 7/29/10



APPROVED AS TO CONTENT:

By: *Jordan M. Haight*
City Engineer

Date: 7/30/10

APPROVED AS TO FORM:

By: *Jm*
City Attorney

Date: 8/2/10

APPROVED AS TO BUDGET:

By: *Richard Wood*
City Manager

Date: 7-30-10

RECOMMENDED FOR APPROVAL:

By: *Ben Just*
Project Design Oversight or Project Utility Manager

Date: 8/27/10

UTAH DEPT OF TRANSPORTATION

By: *[Signature]* 8/16/10
Project or Region Director

Date: _____

APPROVED AS TO FORM:

By: _____
UDOT Counsel

Date: _____

APPROVED:

By: *Cherise Young*
UDOT Comptroller Office, Contract Administrator

Date: 9/7/10

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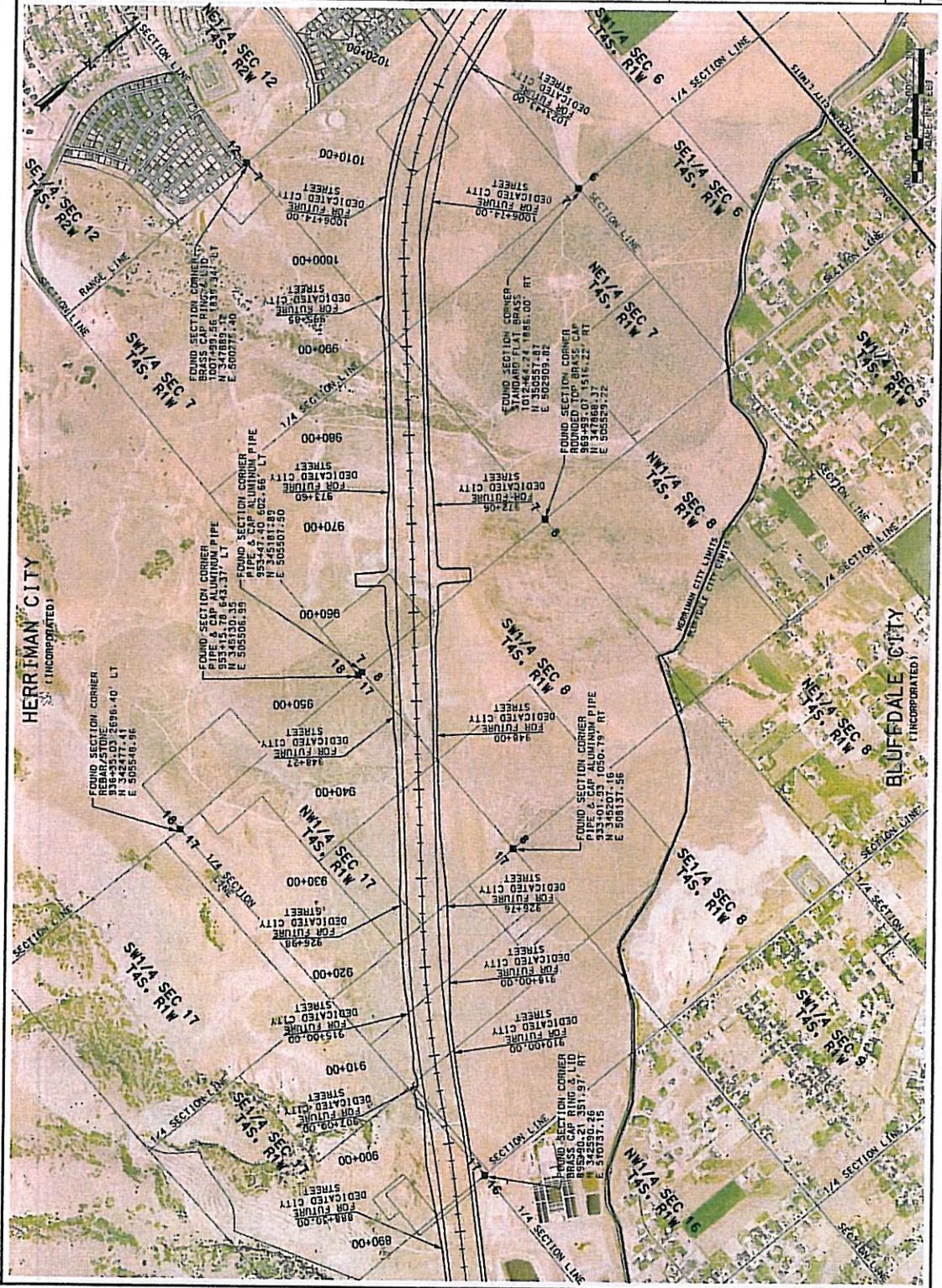
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PROJECT NUMBER	MP-0182(9)
PROJECT	GRANTED ACCESS EXHIBIT
PROJECT	REDWOOD RD - 9000 SOUTH
PROJECT	MOUNTAIN VIEW CORRIDOR
APPROVED	UTAH DEPARTMENT OF TRANSPORTATION
APPROVED	REGION 2 - SALT LAKE CITY, UTAH
DATE	
DRAWN BY	JPA
CHECKED BY	JPA
DATE APPROVED BY	
DATE	
REVISIONS	



SHEET 1 OF 4



Herriman City

Exhibit A

April 24, 2010

Access Locations

Sheet 1 of 4



1-800-595-2556
 mountainview@utah.gov
 www.utah.gov/mountainview



**Herriman
City**

Exhibit A

April 24, 2010

**Access
Locations**

Sheet 4 of 4



UTPI

1-800-594-7254

mountainview@utpi.gov
www.utpi.utah.gov/mountainview

STATION	PURPOSE	WIDTH	RECTANGULAR	EASTING
888+30.00	FUTURE DEDICATED CITY STREET	N/A	341680.15	511057.96
907+00.00	FUTURE DEDICATED CITY STREET	N/A	342665.23	509474.50
910+00.00	FUTURE DEDICATED CITY STREET	N/A	343213.75	509460.11
915+00.00	FUTURE DEDICATED CITY STREET	N/A	343103.06	508790.13
926+00.00	FUTURE DEDICATED CITY STREET	N/A	343579.06	508025.03
926+48	FUTURE DEDICATED CITY STREET	N/A	344115.72	507188.81
946+00	FUTURE DEDICATED CITY STREET	N/A	345370.06	506506.88
946+27	FUTURE DEDICATED CITY STREET	N/A	345126.67	506123.01
972+06	FUTURE DEDICATED CITY STREET	N/A	347013.10	504587.42
973+60	FUTURE DEDICATED CITY STREET	N/A	346711.63	504152.56
995+85	FUTURE DEDICATED CITY STREET	N/A	348094.50	502410.09
1006+74.00	FUTURE DEDICATED CITY STREET	N/A	349201.80	501957.15
1065+14.00	FUTURE DEDICATED CITY STREET	N/A	348835.31	501555.51
1023+43.00	FUTURE DEDICATED CITY STREET	N/A	350500.59	501082.70
1052+18.00	FUTURE DEDICATED CITY STREET	N/A	353236.27	500716.37
1064+37.00	FUTURE DEDICATED CITY STREET	N/A	354452.62	500745.43
28+89	CENTERLINE ACCESS	25'	355863.74	501293.38
28+85	CENTERLINE ACCESS	25'	355862.29	501321.09
11+64	CENTERLINE ACCESS	25'	355397.19	499604.75
1092+40.00	FUTURE DEDICATED CITY STREET	N/A	357335.99	500268.24
1044+96.00	FUTURE DEDICATED CITY STREET	N/A	356920.72	500501.51
318+8	CENTERLINE ACCESS	25'	351153.59	501097.64
318+03	CENTERLINE ACCESS	25'	351151.11	499815.03
22+43.29	CENTERLINE COMMERCIAL ACCESS	25'	351340.15	499815.03
1156+20.00	FUTURE DEDICATED CITY STREET	N/A	363611.55	499837.05
1163+00.00	FUTURE DEDICATED CITY STREET	N/A	363391.87	499111.32
1178+00.00	FUTURE DEDICATED CITY STREET	N/A	365178.14	498231.89
1186+83.00	FUTURE DEDICATED CITY STREET	N/A	366210.18	498146.48
1186+83.00	FUTURE DEDICATED CITY STREET	N/A	365881.70	497871.50
121+40	FUTURE DEDICATED CITY STREET	N/A	358174.44	495609.82
1219+63	FUTURE DEDICATED CITY STREET	N/A	35824.46	495244.32
1222+24	FUTURE DEDICATED CITY STREET	N/A	358016.99	495594.65
1229+23	FUTURE DEDICATED CITY STREET	N/A	365599.13	495586.14
1229+38	FUTURE DEDICATED CITY STREET	N/A	369309.51	495184.38
1235+91	FUTURE DEDICATED CITY STREET	N/A	365841.54	494805.58
1244+56	FUTURE DEDICATED CITY STREET	N/A	370803.42	494644.23
1246+68	FUTURE DEDICATED CITY STREET	N/A	370992.93	494444.76
1259+16.00	FUTURE DEDICATED CITY STREET	N/A	371550.04	493185.35
1273+07	FUTURE DEDICATED CITY STREET	N/A	371139.04	492957.75
1273+85	FUTURE DEDICATED CITY STREET	N/A	373300.90	493384.15
1283+02	FUTURE DEDICATED CITY STREET	N/A	374158.42	492856.65
1286+13	FUTURE DEDICATED CITY STREET	N/A	374494.06	493285.83
1292+65	FUTURE DEDICATED CITY STREET	N/A	375103.16	492796.69
1294+04	FUTURE DEDICATED CITY STREET	N/A	375279.89	493250.06

PROJECT NUMBER	MP-0182(g)
PROJECT	MOUNTAIN VIEW CORRIDOR
PROJECT	REDWOOD RD - 9000 SOUTH
PROJECT	GRANTED ACCESS EXHIBIT
APPROVED	UTAH DEPARTMENT OF TRANSPORTATION
REGION 1 - SALT LAKE CITY, UTAH	
APPROVED	
DATE	
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REVISIONS	



**Herriman
City**

Exhibit B

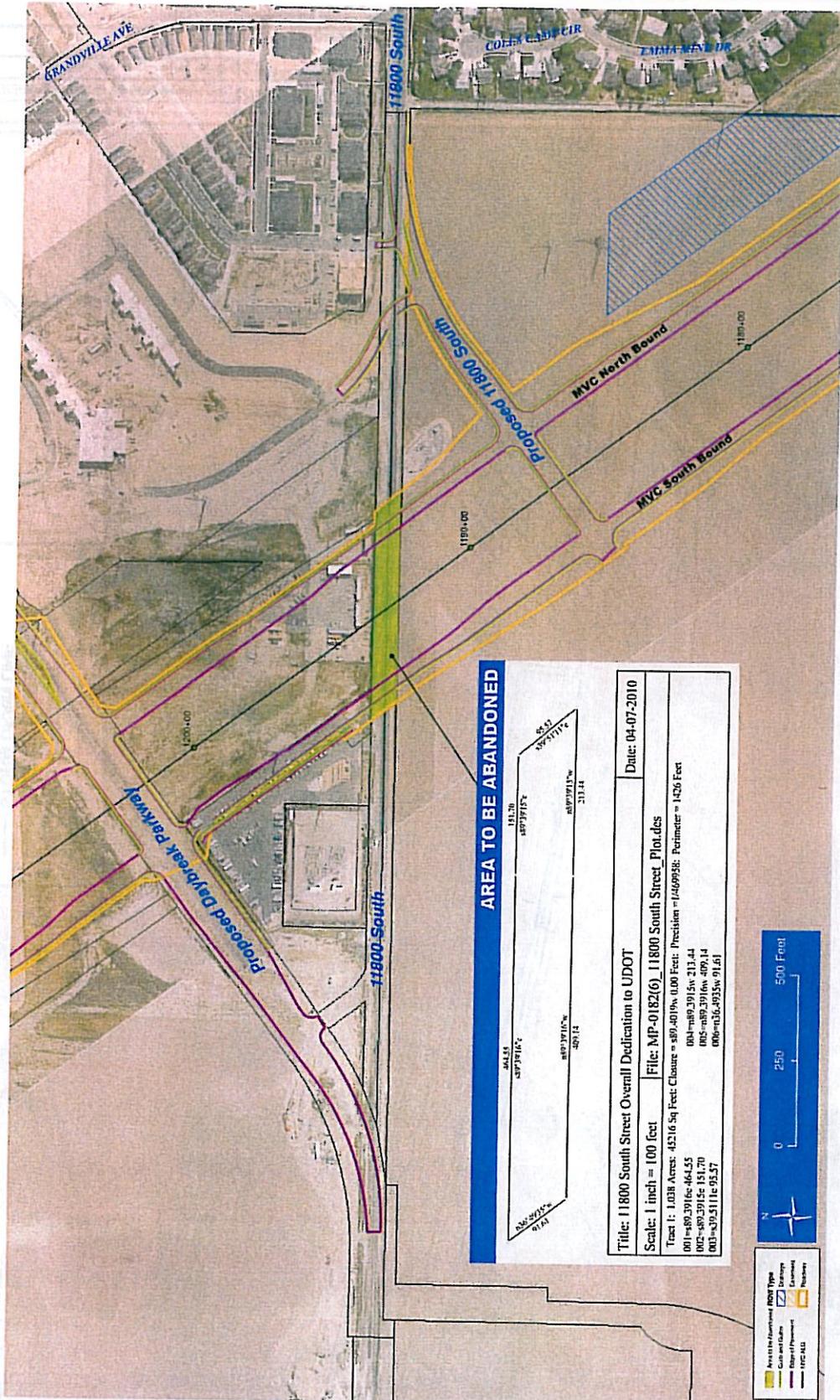
April 24, 2010

**11800 South
Abandonment
Location**

Sheet 1 of 1



1-800-596-2556
mountainview@utah.gov
www.udot.utah.gov/mountainview

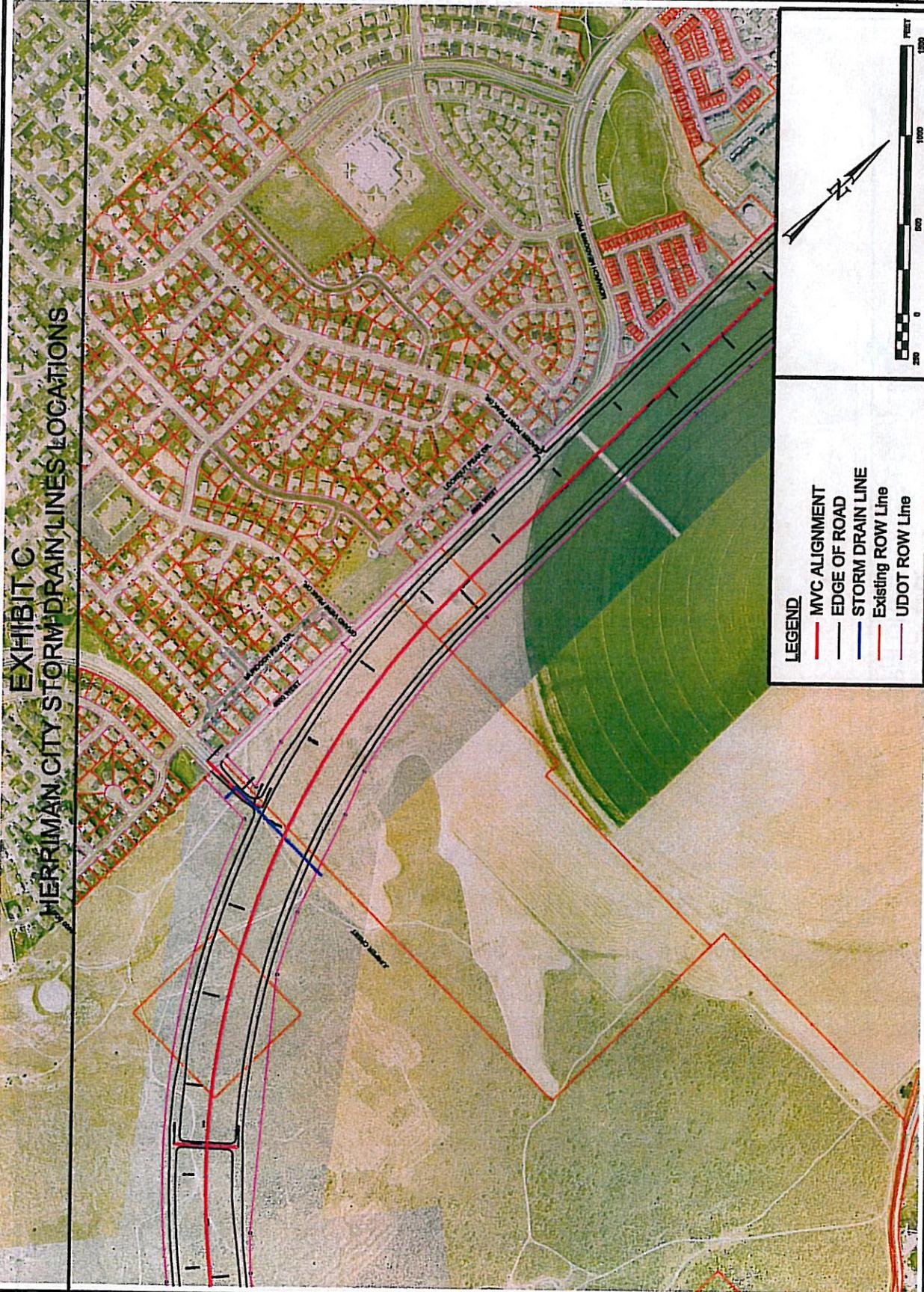


AREA TO BE ABANDONED

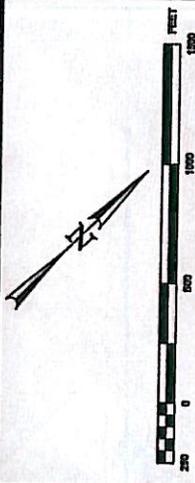
<p>Area to be Abandoned: 464.55 Right of Way: 487.3916 Easement: 151.70 Utility: 311.14</p>	<p>Area to be Abandoned: 464.55 Right of Way: 487.3916 Easement: 151.70 Utility: 311.14</p>	<p>Area to be Abandoned: 464.55 Right of Way: 487.3916 Easement: 151.70 Utility: 311.14</p>	<p>Area to be Abandoned: 464.55 Right of Way: 487.3916 Easement: 151.70 Utility: 311.14</p>
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Title: 11800 South Street Overall Dedication to UDOT
Scale: 1 inch = 100 feet
File: MP-0182(0)_11800 South Street_Plot.dwg
Date: 04-07-2010
Tract 1: 1.038 Acres - 43216 Sq Feet; Closure = 800.4010% (0.00 Feet); Precision = 1/409938; Perimeter = 1426 Feet
001: 807.3916; 464.55
002: 807.3916; 151.70
003: 319.5114; 95.57
006: 316.8235; 91.61

EXHIBIT C
HERRIMAN CITY STORM DRAIN LINES LOCATIONS

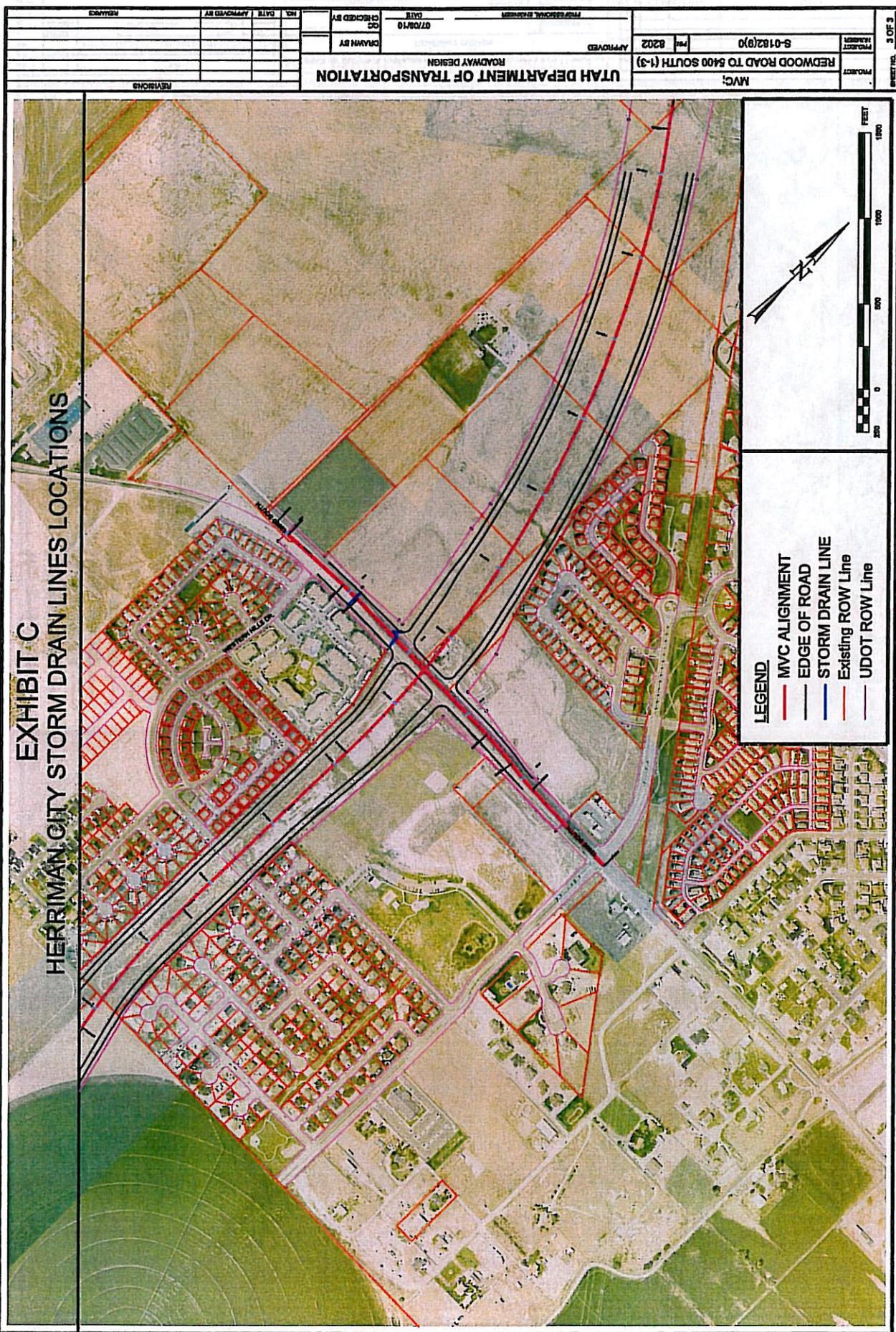


- LEGEND**
- MVC ALIGNMENT
 - EDGE OF ROAD
 - STORM DRAIN LINE
 - Existing ROW Line
 - UDOT ROW Line

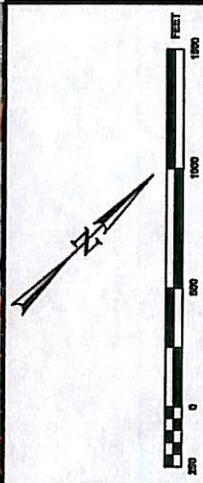


PROJECT		PROJECT NUMBER	
MVC:		S-0182(9)0	
PROJECT		PROJECT NAME	
REDWOOD ROAD TO 8400 SOUTH (1-3)		PM B202	
UTAH DEPARTMENT OF TRANSPORTATION			
ROADWAY DESIGN			
APPROVED		DATE	
07/20/10		07/20/10	
DRAWN BY		CHECKED BY	
NO.		DATE	
AS QUANTITY		APPROVED BY	
REVISIONS			

**EXHIBIT C
HERRIMAN CITY STORM DRAIN LINES LOCATIONS**



- LEGEND**
- MVC ALIGNMENT
 - EDGE OF ROAD
 - STORM DRAIN LINE
 - Existing ROW Line
 - UDOT ROW Line



PROJECT NUMBER: S-0182(9)0		DATE: 07/08/10	
PROJECT: REDWOOD ROAD TO 8400 SOUTH (1-3)		DRAWN BY: [REDACTED]	
MVC: [REDACTED]		CHECKED BY: [REDACTED]	
APPROVED: [REDACTED]		DESIGNED BY: [REDACTED]	
UTAH DEPARTMENT OF TRANSPORTATION		ROADWAY DESIGN	
REVISIONS			
NO.	DATE	APPROVED BY	REMARKS