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 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 METROPOLITAN WATER DIST OF SL
 3430 E DANISH RD
 SANDY UT 84093
 BY: ZJM, DEPUTY - MA 35 P.

When Recorded Return to:
 Metropolitan Water District of Salt Lake & Sandy
 Attn: Executive Assistant
 3430 East Danish Road
 Cottonwood Heights, Utah 84093-2139
 Version: 10-22-07

PARCEL NO.: 3312400030, 3312400027, 3312503001

ENCROACHMENT AGREEMENT
 (POMA)

THIS ENCROACHMENT AGREEMENT is entered into effective this 5th day of May, 2009, between METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY ("District") and Draper City ("Applicant").

AGREEMENT PURPOSES

District operates the Point of the Mountain Aqueduct corridor and certain works, facilities, equipment, and improvements located within or on that corridor including the 15000 South Pipeline Extension. District is a subdivision of the State of Utah responsible for transporting and treating public water, and as such the District has regulatory authority to protect, preserve and defend its lands, interests in lands, works, facilities, equipment, improvements and water.

Applicant has requested permission for the non-exclusive use described below of that portion of the corridor described below. District is willing to permit the described use of the described corridor, without warranty whatsoever. Without intending to limit the scope of the immediately preceding disclaimer of all warranties, District specifically disclaims any warranty of title, and any warranty regarding the condition or fitness of the property in question for the intended uses by Applicant.

District holds the lands in question in fee or holds an easement or license for the District's use. This Agreement is intended to document the fact that the Applicant's described use of the portion of the District's corridor, also described here, is acceptable to the District and consistent with District regulations. This Agreement grants a non-exclusive right to the Applicant to make only the described use of District lands and interests in lands. The District has no authority to grant the Applicant any right of use that is valid as against others who have interests in the land in question, and this Agreement does not purport to do so. Nor does this Agreement purport to satisfy any permit, license or regulatory requirement other than District regulations. The Applicant is solely responsible to obtain and maintain all other required agreements, permits, licenses, etc. The District has not agreed to provide any assistance to Applicant in understanding or meeting these other requirements.

Notwithstanding anything written in this Agreement, no permission is intended to be given to: 1) damage District equipment, works or facilities; or 2) to introduce any

substance into District equipment, works, facilities or water; or 3) to interrupt in any respect the District's service of water.

AGREEMENT TERMS AND CONDITIONS

In consideration of the foregoing purposes the parties agree as follows:

I. APPLICANT'S USE OF DISTRICT CORRIDOR.

(A) Description of Applicant's use of District corridor ("Project"):

Applicant to encroach on easement obtained for the Point of the Mountain Aqueduct and 15000 South Pipeline Extension for the purposes of a bicycle trail. The 12-ft wide, asphalt-paved bicycle trail includes asphalt, subgrade, fencing, and some limited 15-in RCP and drainage boxes at the Marion Vista Bridge crossing.

(B) Term:

25 years.

(C) Location by Stationing:

POMA Finished Water STA 18+54.01 and POMA Raw Water STA 135+80 and 15000 South Pipeline Extension STA 799+99.93 to 810+50.

(D) Legal Description of District Lands or Interests in Lands Applicant Will Be Using:

Crossing Near Highland Drive (Parcel ID 3312400030):

Commencing at an existing brass cap monument which is at the Southwest Corner of Section 12, T.4S., R.1W., S.L.M.; Thence, due East, a distance of 4270.11 feet; Thence, due North, a distance of 1071.11 feet to a point on the existing southerly right-of-way boundary line of Highland Drive, the northeast corner of said entire parcel and the POINT OF BEGINNING; Thence, South 60°03'03" West, a distance of 20.17 feet; Thence, South 50°27'32" West, a distance of 109.01 feet; Thence, North 35°59'21" West, a distance of 50.15 feet; Thence, North 50°29'27" East, a distance of 66.74 feet; Thence, South 87°25'54" East, a distance of 79.60 feet, returning to the POINT OF BEGINNING.

Said parcel containing 4,828 square feet or 0.111 acres, more or less.

Crossing Just South of Marion Vista Drive (Parcel ID 3312400027):

Commencing at an existing brass cap monument which is at the Southwest Corner of Section 12, T.4S., R.1W., S.L.M.; Thence, due East, a distance of 2711.86 feet; Thence, due South, a distance of 213.40 feet to a point which is the northwest corner of the said entire parcel and the POINT OF BEGINNING; Thence, South 30°04'10" East, a distance of 54.92 feet; Thence, South 42°23'01" West, a distance of 167.81 feet; Thence, North 30°04'10" West, a distance of 54.92 feet; Thence, North 42°23'01" East, a distance of 167.81 feet, returning to the POINT OF BEGINNING.

Said parcel containing 8,787 square feet or 0.202 acres, more or less.

15000 South Pipeline Extension Crossing (Parcel ID 3312503001):

Commencing at an existing brass cap monument which is at the Southwest Corner of Section 12, T.4S., R.1W., S.L.M.; Thence, due East, a distance of 3921.16 feet; Thence, due North, a distance of 783.70 feet to the POINT OF BEGINNING; Thence, South 50°45'18" West, a distance of 50.09 feet; Thence, North 42°34'46" West, a distance of 69.59 feet; Thence, North 51°57'51" East, a distance of 50.16 feet; Thence, South 42°34'46" East, a distance of 68.53 feet, returning to the POINT OF BEGINNING.

Said parcel containing 3,453 square feet or 0.079 acres, more or less.

- (E) Legal Description of Applicant's Property Benefited by this Agreement to Which the Rights and Responsibilities of Applicant Shall Run:

Not applicable.

- (F) Plans. Drawings. Maps. Plats. etc. Attached and Incorporated Into This Agreement:

Exhibit A.

II. WORK.

(A) Applicant warrants and agrees that no earthwork, construction work or other work performed by or for Applicant on District lands and interests in lands, or close enough to District works, facilities, equipment or operations to potentially disrupt District works, facilities, equipment or operations, will take place except as expressly described in plans and specifications approved in writing by the District's authorized representative. Any modifications

to such plans and specifications must be approved in writing by an authorized representative of District.

(B) Applicant warrants that all earthwork, construction work and other work will:

(i) strictly comply with plans and specifications approved in writing by District;

(ii) be reasonably satisfactory to District;

(iii) meet or exceed all applicable codes, ordinances, other legal requirements, and all applicable generally recognized written trade and industry standards and recommendations;

(iv) be performed by skilled, experienced, competent and properly licensed contractors and workers under the direct supervision of a project superintendent reasonably acceptable to District;

(v) be completed with all new, high grade materials which meet or exceed the approved plans and specifications, all applicable codes, ordinances, other legal requirements, and all applicable generally recognized written trade and industry standards and recommendations;

(vi) be conducted in a timely, careful, safe, workmanlike and professional manner;

(vii) be conducted so as to reasonably minimize damage to grazing land, crops, or property, and any and all resulting damage will be restored to the reasonable satisfaction of the District;

(viii) be conducted so as to minimize destruction, scarring, or defacing of the natural surroundings in the vicinity of the work, and any damage resulting from the work will be restored to the reasonable satisfaction of the District; and

(ix) be in all material respects consistent with the District's Construction Standards, copies of which have been made available to the Applicant, and which terms are incorporated into this Agreement as if restated here.

(C) District shall have the right, but no obligation, to inspect the progress of the work or to inspect materials at all times. District may also require inspection or testing by others of any work or materials. District shall have the right to stop work and require correction of any work, or replacement of any materials, which in its judgment does not comply with any term or condition of this Agreement. If, after notice from District determined by District to be

term or condition of this Agreement. If, after notice from District determined by District to be reasonable under the circumstances Applicant fails to remove or correct unacceptable work or materials, correction or removal of unacceptable work or materials may be accomplished by the District, or its contractor, and Applicant shall reimburse District fully for all direct and indirect costs incurred by District in removing or correcting unacceptable work or materials within 30 days of receipt of an itemized invoice from District for such costs. District shall have no obligation whatsoever to review or supervise the method or manner in which the work is accomplished. District shall have no obligation whatsoever for the safety of workers or others on or adjacent to the job site. No approval, observation, inspection or review undertaken by District is intended to be for the benefit of Applicant, its contractors, suppliers, subcontractors, or their respective employees. Unless expressly stated in writing, any approval, observation, inspection or review by the District shall not constitute an acceptance of work or materials that do not comply with the approved plans or specifications, applicable codes, ordinances or other legal requirements, or generally recognized trade or industry standards or recommendations, or a waiver of any such requirements.

III. MAINTENANCE OF APPLICANT'S IMPROVEMENTS.

(A) All of Applicant's works and improvements on or near District right of way shall be maintained in a condition which:

- (i) is reasonably satisfactory to the District;
- (ii) does not interfere with the ability of the District to use, operate, repair, reconstruct, maintain, improve or modify any District lands, interests in lands, works, improvements, equipment or facilities for District's purposes as those purposes may from time to time change;
- (iii) is reasonably safe and attractive;
- (iv) complies with all applicable codes, ordinances, other legal requirements and generally recognized written trade and industry standards and recommendations; and
- (v) complies with all applicable written policies of the District as those policies may change from time to time.

(B) District may from time to time have any or all of Applicant's works or improvements which are on District lands or interests in lands inspected by qualified professionals. Applicant shall fully reimburse District within 30 days of receipt of an itemized invoice for all direct and indirect costs incurred by District for any such inspection.

(C) If after reasonable notice from District, Applicant fails to correct any unacceptable condition of any of Applicant's work or Projects on District lands or interests in lands, correction may be accomplished by District, and Applicant shall reimburse District fully

for all direct and indirect costs incurred in correcting such unacceptable condition within 30 days of receipt of an itemized invoice for such costs.

IV. COSTS ADVANCED.

Applicant agrees to pay the sum of \$1,500.00 to District to cover the direct and indirect costs to District for its initial engineering and/or other costs incurred for the review of plans and specifications, preparation of documents, inspection of work and materials, and enforcement or administration of this Agreement. Applicant further agrees to reimburse District for any additional direct and indirect costs which District determines to have incurred as a result of additional work with regard to Applicant's undertaking of the Project on District lands or interests in lands and any necessary ongoing inspections, work and/or materials in enforcing the terms of this Agreement.

V. RIGHTS RESERVED.

(A) Any and all rights of the Applicant under the terms of this Agreement shall be subject to and subordinate to any and all rights of the District to enjoy, use, operate, repair, reconstruct, maintain, improve or modify District lands or interests in lands, works, improvements, equipment and/or facilities.

(B) Applicant understands and acknowledges that District's plans for maintenance, repair, replacement and improvement of District lands or interests in lands, works, improvements, equipment or facilities will change from time to time without notice to Applicant. Such plans may involve alteration or interference with Applicant's use of the subject District lands or interests in lands and/or the Project. Applicant accepts all risks that any or all of Applicant's improvements installed on District lands or interests in lands may be removed, moved, modified, destroyed or reconstructed at Applicant's sole cost and expense to accommodate the use, operation, maintenance, repair, reconstruction, modification or improvement of District lands or interests in lands, works, improvements, equipment or facilities by District or those acting by authority of District.

(C) Jurisdiction and supervision of District lands or interests in lands, works, improvements, equipment or facilities are not surrendered or subordinated in any regard by this Agreement.

(D) District reserves the right to issue additional licenses or permits for uses of the subject District lands or interests in lands.

(E) District reserves all rights that are or may become reasonable and necessary for District to comply with applicable federal, state and local law and/or their respective contractual obligations as the same may from time to time arise or change.

(F) The District reserves the right to have its officers, Trustees, agents, representatives, employees, contractors, engineers, applicants, and permittees enter into or on

any and all District lands or interests in lands, including any of Applicant's improvements, for purposes of exercising, enforcing and protecting the rights reserved in this Agreement.

(G) The District and its respective officers, Trustees, employees, agents and contractors shall have no liability for any damage to, or interference with Applicant's works or improvements as a result of the exercise by the District of any of its rights under this Agreement.

(H) The District specifically reserves the right to revoke this Agreement upon reasonable notice in order to provide surface use of the subject Property to a public entity for use as a public trail.

(I) All reservations of rights by the District under this Agreement are in addition to any and all other rights which the District may have by operation of law or otherwise.

VI. CONTRACTORS, INSURANCE, BONDS.

Applicant shall be jointly and severally liable for any fault, error, omission and non-compliance with this Agreement by Applicant or any of Applicant's contractors, employees and subcontractors. Applicant warrants that any and all contractors or other persons performing earthwork, construction work or other work on District lands or interests in lands on behalf of Applicant will provide insurance and bonds in strict and complete compliance with Exhibit C attached for all earth work, construction work or other work performed on District's lands and interests in lands.

Applicant shall, at Applicant's sole expense, maintain a broad form general liability policy of insurance in a form acceptable to the District, with limits of at least \$1,000,000.00 per occurrence. The District, its Trustees, officers, and employees shall be named as an additional insured for claims arising in whole or in part out of the condition of District lands or interests in lands to be used by Applicant under this Agreement, or any improvements installed by Applicant. Such coverage for the District and its Trustees, officers and employees shall be primary to any other coverage for the District. The Applicant shall provide an insurance certificate evidencing compliance with this provision at least annually. From time to time the District may increase the requirement for a liability limit by providing reasonable written notice to the Applicant of such a change.

VII. INDEMNITY.

(A) To the extent District is not otherwise completely defended and indemnified by liability insurance, Applicant shall defend, indemnify and hold District, its officers, trustees, employees and agents harmless from any and all claims, demands, liabilities and causes of action, whether or not they are meritorious, which arise in whole or in part, or which third parties claim arise in whole or in part, out of any act or omission of Applicant or Applicant's employees, agents or contractors, any use of District lands or interests in lands by Applicant, or any condition of any of Applicant's improvements.

(B) Notwithstanding any workers' compensation immunity, governmental immunity or any other immunity of Applicant, this obligation of defense and indemnity is intended to be interpreted to the broadest extent allowed by law for the protection of the District and its officers, trustees, employees and agents.

(C) Applicant's obligations of indemnity shall be interpreted as providing true indemnity not simply as a contribution or liability of Applicant or Applicant's employees, agents or contractors for a proportional share of fault. In no event shall any fault of Applicant or Applicant's employees, agents or contractors be reapportioned to District, its officers, Trustees, employees or agents.

VIII. INCREASED COSTS.

(A) Applicant agrees that if the District reasonably determines that the direct or indirect costs to District of maintaining, repairing, operating, reconstructing, modifying or improving any District lands or interests in lands, works, improvements, equipment or facilities are increased in whole or in part as a result of Applicant's use of District lands or interests in lands or the presence of Applicant's improvements, Applicant shall reimburse the full amount of such increased costs within 30 days of receipt of an itemized invoice.

(B) Applicant agrees that if the District reasonably determines that the direct or indirect costs of compliance by the District with any applicable federal, state or local statute, rule, regulation, code or ordinance, or other law is increased because of this Agreement or Applicant's use of District lands or interests in lands or the presence of Applicant's improvements, Applicant shall reimburse District for the full amount of such increased costs within 30 days of receipt of an itemized invoice for the same.

IX. APPLICANT TO DEFEND TITLE.

Upon reasonable notice Applicant shall, as directed by District, defend and hold District harmless from any demand, claim or action which challenges the Applicant's use of the subject District lands or interests in lands.

X. NON-INTERFERENCE WARRANTY.

(A) Applicant represents, warrants and agrees that under no circumstances shall Applicant's improvements on, or Applicant's use of, District lands or interests in lands interfere with, interrupt, or delay the use, operation, maintenance, repair, reconstruction, modification or improvement of any District lands or interests in lands, works, improvements, equipment or facilities or the transportation or treatment of water.

(B) If the District reasonably determines that District has suffered or incurred damages or costs because of interference, interruption or delay in the delivery of water, Applicant shall fully reimburse District for all such damages or costs within 30 days of receipt of an itemized invoice for the same.

(C) If after reasonable notice from District, Applicant fails to correct any interference, interruption or delay, correction may be accomplished by the District, or its contractor, and Applicant shall reimburse District fully for all direct and indirect costs incurred by it in correcting such interference, interruption or delay within 30 days of receipt of an itemized invoice.

XI. TERMINATION

(A) Applicant's right to use District lands or interests in lands shall expire completely upon the expiration of the term described in Article I above, absent a written extension signed by both parties prior to the expiration of the term.

(B) Either party may, at their sole option, terminate this Agreement upon sixty (60) days written notice to the other party.

(C) District may, at its sole option, terminate this Agreement and Applicant's right to use District lands or interests in lands for nonuse of the subject lands by the Applicant for a period of one year.

(D) Should District reasonably determine that Applicant is in breach of any of the terms and conditions of this Agreement, and if Applicant has not made diligent progress toward correcting that breach in a manner satisfactory to the District, within a time determined by District to be reasonable under the circumstances after Applicant receives written notice reasonably describing the breach and time for correction, then this Agreement may be terminated by District.

(E) The following obligations of Applicant, as described in this Agreement, shall survive any termination of this Agreement:

(i) All of Applicant's obligations to reimburse any costs incurred by the District;

(ii) All of Applicant's obligation to remove Applicant's improvements and make restoration; and

(iii) All of Applicant's obligations to defend and indemnify the District as described in this Agreement.

XII. REMOVAL OF FACILITIES.

(A) The District will determine what portion of Applicant's improvements on District lands or interests in lands will be removed upon termination and set a deadline and specifications for removal and restoration. Such removal and restoration will be at the sole expense of the Applicant.

(B) If, after reasonable notice from District, Applicant fails to remove improvements or restore lands as directed by the District, removal may be accomplished by the District or its contractor, and Applicant shall reimburse District fully for all of its direct and indirect costs incurred for such removal within 30 days of Applicant's receipt of an itemized invoice.

XIII. APPLICANT'S RIGHT TO APPEAL.

Applicant will first submit any claim or dispute to the authorized District representative. If the matter is not resolved satisfactorily, Applicant may submit the dispute or claim in concise written form with any supporting documentation to the District's Board of Trustees. If the matter is not resolved satisfactorily the dispute or claim will be submitted to non-binding mediation, with a qualified mediator selected by the parties, with each party sharing the cost of that non-binding mediation. If, after and only if these processes are first followed and Applicant's dispute or claim remains unresolved, an action may be brought in the Third Judicial District Court of the State of Utah In and For Salt Lake County. The prevailing party shall be awarded reasonable costs, including engineering and witness costs and fees and reasonable attorney's fees.

XIV. INTERPRETATION.

Applicant's use of District lands was allowed at the request of Applicant, and without obligation by District. Any ambiguity in this Agreement shall be interpreted against Applicant. In the event of conflict between this Agreement and District written rules, regulations or policies, as the same may change from time to time, will be controlled by such District rules, regulations and policies.

XV. PRESUMPTION.

As against the Applicant, any calculation, determination or interpretation made by an authorized representative of the District with respect to this Agreement shall be presumed to be correct, absent clear and convincing evidence the District representative has acted arbitrarily and capriciously.

XVI. SUCCESSORS, ASSIGNS.

Applicant's rights and obligation may not be assigned or transferred without the prior written consent of District, which the District is under no obligation to give. Any bankruptcy filing by Applicant, other purported assignment by operation of law, or appointment of a receiver, shall be grounds for immediate termination of this Agreement. Any attempt to assign without the prior written consent of District shall be considered null and void and shall be grounds for immediate termination of this Agreement.

XVII. AUTHORITY.

The person(s) signing on behalf of Applicant represents and warrants that they have been duly authorized by resolution of the governing body of Applicant to execute this Agreement on behalf of Applicant.

XVIII. NO WARRANTY.

(A) District makes no warranty or representation, either express or implied, as to the extent or validity of any grant or license contained in this Agreement.

(B) District makes no warranty or representation as to the condition of any District's lands, improvements or facilities, or the fitness or compatibility of any of the same for use as described by Applicant.

XIX. COMPLIANCE WITH APPLICABLE LAWS.

(A) The Applicant shall strictly comply with all applicable Federal, State, and local statutes, rules, regulations, codes, ordinances and other laws.

(B) Applicant shall strictly comply with all of District's Regulations for Non-District Use of Salt Lake Aqueduct and Point of the Mountain Aqueduct Rights of Way, as those regulations may change from time to time. Copies of those regulations have been made available to the Applicant, which terms are incorporated into this Agreement as if restated here.

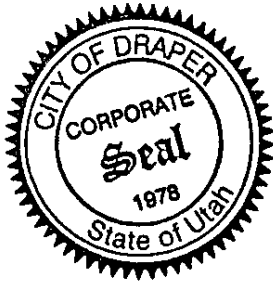
(C) If after reasonable notice from the District, the Applicant fails to bring Applicant's use of District lands or interests in lands into compliance with this Agreement and any applicable Federal, State, and local statutes, rules, regulations, codes, ordinances and other laws, including, but not limited to, District's Regulations for Non-District Use of Salt Lake Aqueduct and Point of the Mountain Aqueduct Rights of Way, District may, at its sole option, effect such compliance and Applicant shall reimburse District fully for all direct and indirect costs incurred by District for bringing the Project into compliance within 30 days of receipt of an itemized invoice

XX. NOTICES.

Any notice required by this Agreement shall be deemed given when mailed or delivered to:

Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Sandy, Utah 84093

APPLICANT:

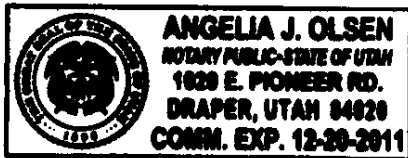


Darrell H. Smith
Darrell H. Smith, Mayor

Tracy B. Norr
, City Recorder

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 17th day of May, 2009, personally appeared before me Darrell H. Smith and Tracy B. Norr and being first duly sworn, acknowledged that they are the Mayor and City Recorder, respectively, of Draper, Utah, and that they have been duly authorized through an affirmative vote of the City Council of Draper, Utah to execute the above Encroachment Agreement for and on behalf of Draper, Utah, for the purposes stated therein.



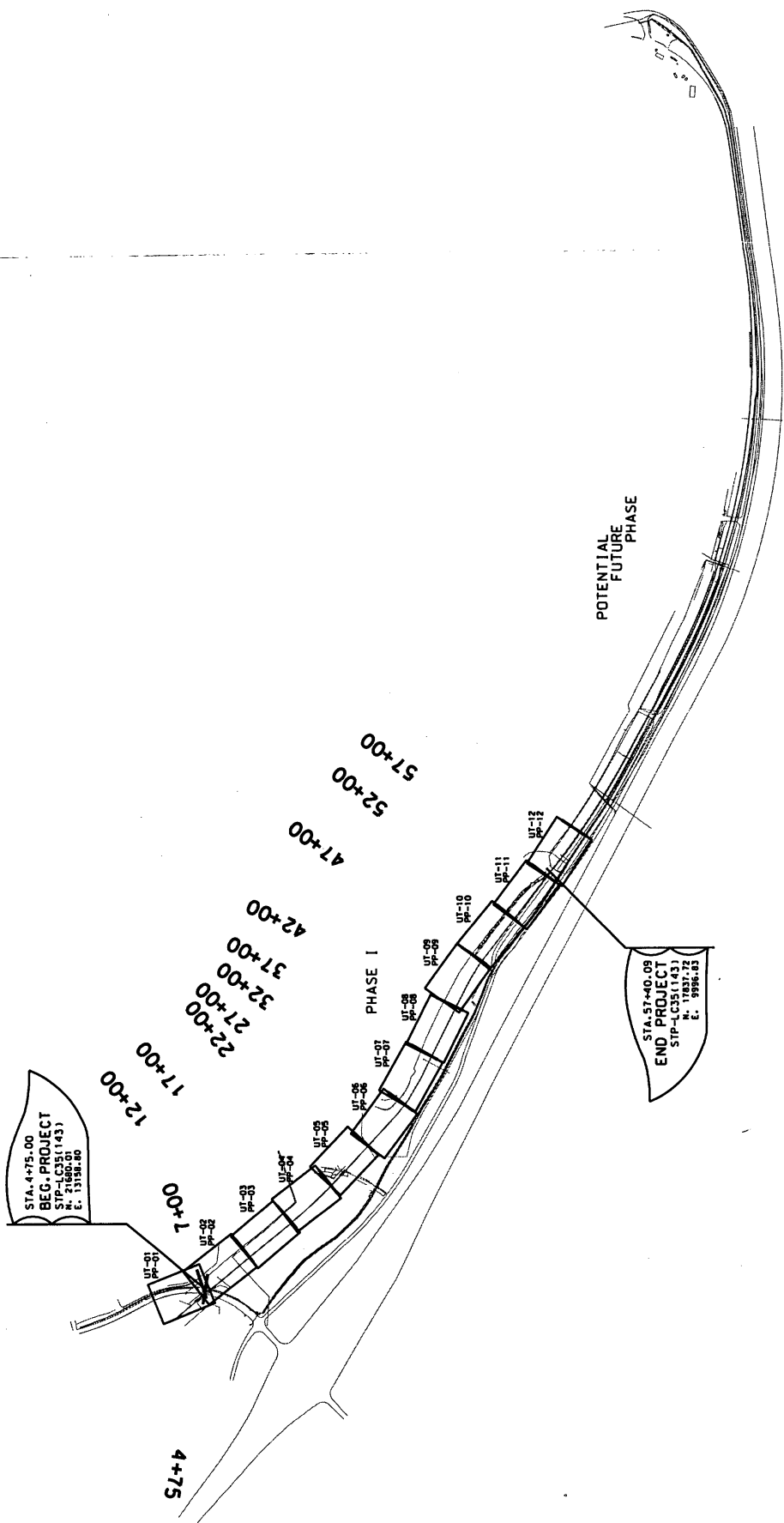
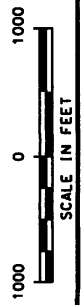
Angelia J. Olsen
NOTARY PUBLIC

**EXHIBIT A
DRAWINGS**

CROSS REFERENCE SHEET

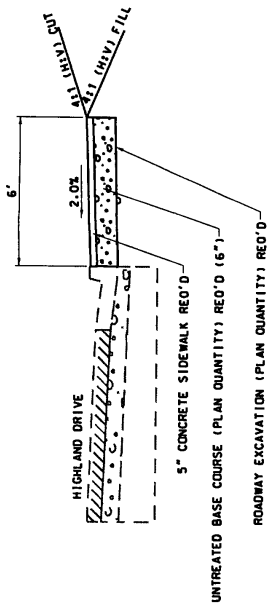


REVISIONS		UTAH DEPARTMENT OF TRANSPORTATION		ROADWAY DESIGN		APPROVED		PROFESSIONAL ENGINEER		DATE		03/07/2007		CHECKED BY		JDR		NO.		DATE		APPROVED BY		REMARKS	
		PROJECT		ENHANCEMENT - BIKE / PEDESTRIAN PATH		PROJECT NUMBER		STP-LC35(143)		CROSS REFERENCE SHEET															
		PROJECT		POINT OF THE MOUNTAIN TRAIL - DRAPER CITY		SHEET NO.		1-C																	



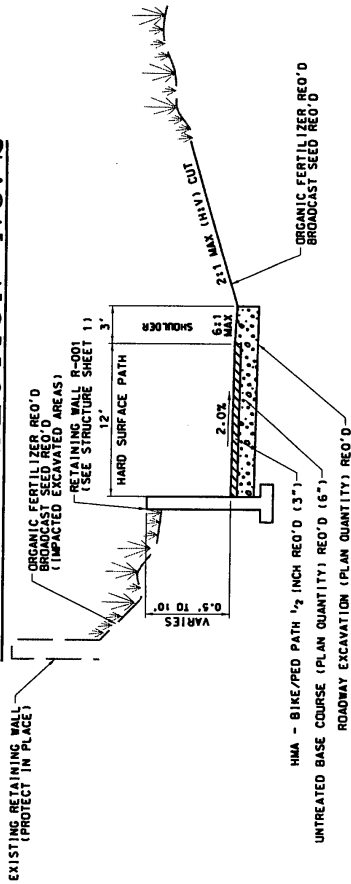
NOTES:
1. SEE SEED SCHEDULE ON TS-03.

TYPICAL SECTION NO. 1



POINT OF THE MOUNTAIN TRAIL
STA 4+75.00 TO STA 5+93.61

TYPICAL SECTION NO. 2



POINT OF THE MOUNTAIN TRAIL
STA 5+93.61 TO STA 6+14.55
DESIGN SPEED 30 MPH

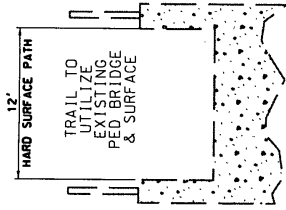
PROJECT NUMBER		STP-LC35(143)	
PROJECT		POINT OF THE MOUNTAIN TRAIL - DRAPER CITY	
ENHANCEMENT - BIKE / PEDESTRIAN PATH		APPROVED	
UTAH DEPARTMENT OF TRANSPORTATION		ROADWAY DESIGN	
NO.	DATE	APPROVED BY	REVISIONS
JDR			
DJM			
OC	03/07/2007	CHECKED BY	DATE
PROFESSIONAL ENGINEER			
APPROVED			
DRAWN BY			
CHECKED BY			
DATE			
APPROVED BY			
REMARKS			

SHEET NO. TS-101

NOTES:

- 40' MIN CLEARANCE BETWEEN EXISTING TRACK AND EDGE OF PROPOSED TRAIL IS TO BE MAINTAINED IN AREAS WHERE RICH OR SANDY OR STRUCTURES DO NOT ALLOW.

TYPICAL SECTION NO. 5



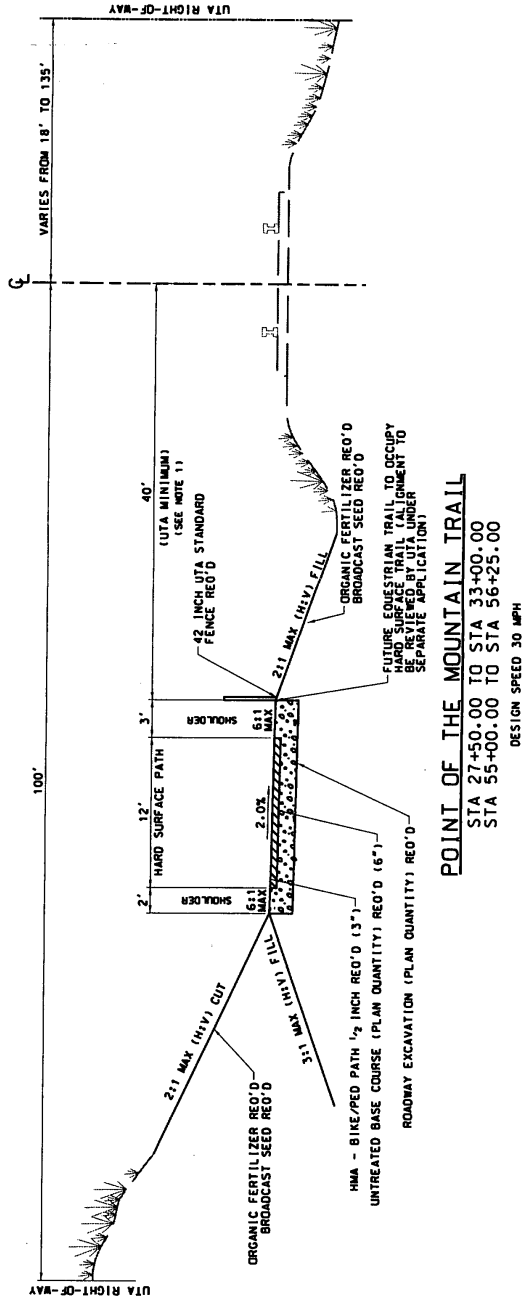
SEED SCHEDULE

SEED NO.	SPECIES NAME	BROADCAST SEED		
		Number of seeds per pure live seed per acre	Percent of mix	Seeds per square foot
	BOTANICAL			
	COMMON			
1	<i>Agropyron cristatum 'RoadCrest'</i>	200,000	6.00	27.55
2	<i>Elymus trachycaulus</i>	156,000	6.00	21.49
3	<i>Elymus trachycaulus 'Pryor'</i>	156,000	7.5	27.38
4	<i>Elymus trachycaulus 'Newly hybrid wheatgrass'</i>	122,000	12.00	33.61
5	<i>Festuca ovina 'Cover'</i>	680,000	3.00	46.83
6	<i>Linum lewisii 'Appar'</i>	283,000	1.50	10.09
	Total		36.00	166.94

POINT OF THE MOUNTAIN TRAIL

STA 23+00.00 TO STA 23+65.00
DESIGN SPEED 30 MPH

TYPICAL SECTION NO. 6

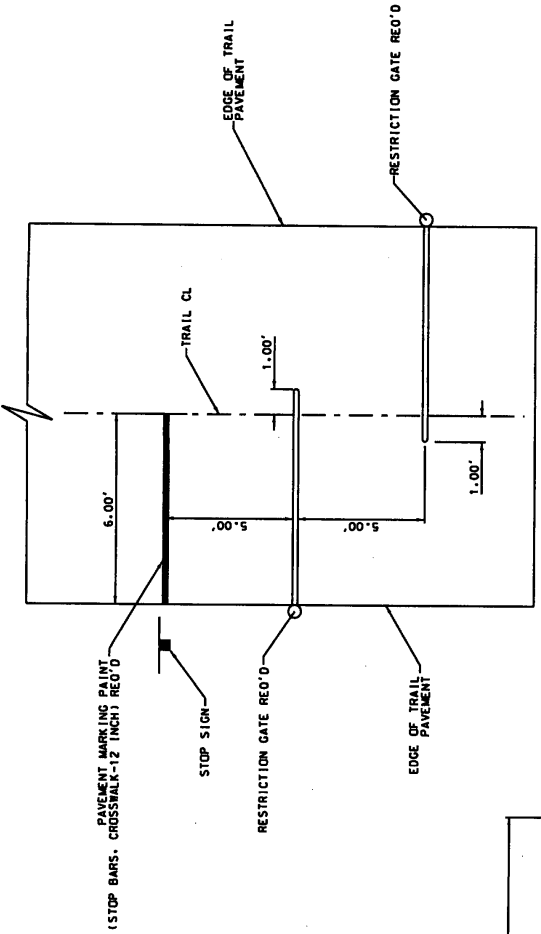


POINT OF THE MOUNTAIN TRAIL

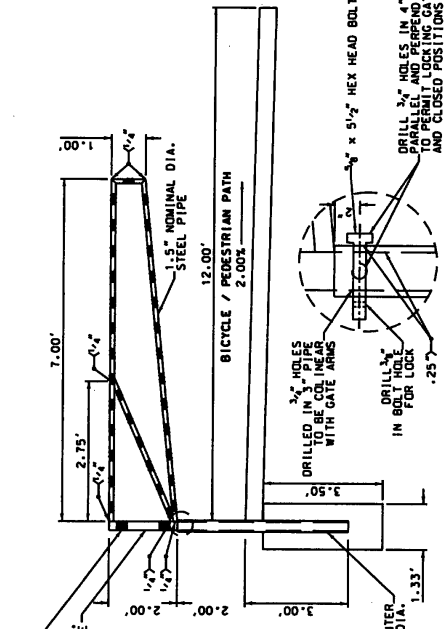
STA 27+50.00 TO STA 33+00.00
STA 55+00.00 TO STA 56+25.00
DESIGN SPEED 30 MPH

PROJECT NUMBER	STP-LEC35(143)	APPROVED	DATE	03/07/2007
PROJECT	ENHANCEMENT - BIKE / PEDESTRIAN PATH	DRAWN BY	JDR	CHECKED BY
PROJECT	POINT OF THE MOUNTAIN TRAIL - DRAPER CITY	UTAH DEPARTMENT OF TRANSPORTATION	ROADWAY DESIGN	PROFESSIONAL ENGINEER
SHEET NO.	TS-03	REVISIONS	REMARKS	

UTAH DEPARTMENT OF TRANSPORTATION		ROADWAY DESIGN		APPROVED		STP-LC36(143)		DETAIL SHEET	
PROJECT		POINT OF THE MOUNTAIN TRAIL - DRAPER CITY		PROJECT NUMBER		ENHANCEMENT - BIKE / PEDESTRIAN PATH		SHEET NO. DT-01	
REVISIONS		NO. DATE		APPROVED BY		DATE		PROFESSIONAL ENGINEER	
REMARKS		JDR		DVM		03/07/2007		DATE	
		CHECKED BY		DRAWN BY					



RESTRICTION GATE PLAN VIEW

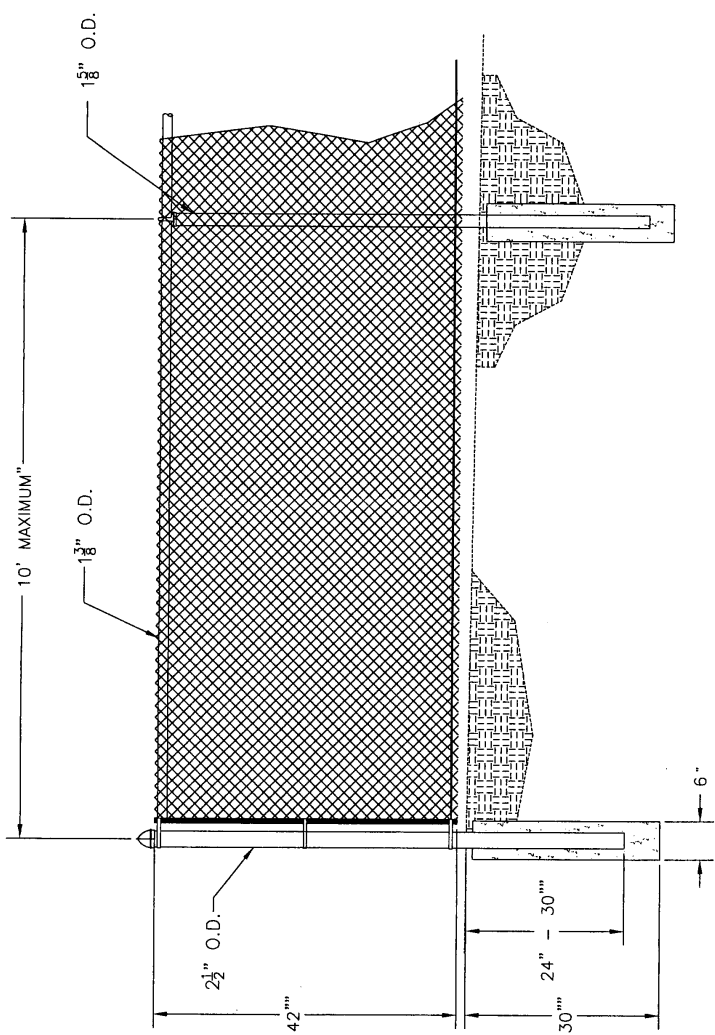


- NOTES:
- CONTRACTOR TO PROVIDE LOCKS WITH KEYS TO COBBLESTONE AND DRAPER CITY FOR LOCK REQUIREMENTS.
 - GATE ON RIGHT SIDE IS A MIRROR IMAGE OF THE LEFT SIDE.
 - GATE TO BE ABLE TO BE LOCKED IN BOTH OPEN AND CLOSED POSITIONS.

STEEL PIPE & STRUCTURAL TUBING DIMENSIONS & PROPERTIES			
NOMINAL DIA.	OUTSIDE DIA.	INSIDE DIA.	WT. PER FOOT
1.5"	1.9"	1.61"	2.72 LBS
3"	3.5"	3.068"	7.58 LBS
4"	4.5"	4.026"	10.79 LBS

RESTRICTION GATE

REVISIONS		UTAH DEPARTMENT OF TRANSPORTATION		ROADWAY DESIGN		APPROVED		STP-LC36(143)		PROJECT NUMBER		SHEET NO. DT-02	
		POINT OF THE MOUNTAIN TRAIL - DRAPER CITY		ENHANCEMENT - BIKE / PEDESTRIAN PATH		PROFESSIONAL ENGINEER		DETAIL SHEET		PROJECT			
		DRAWN BY DJW		CHECKED BY JDR		DATE 03/07/2007		DATE		DATE			
		APPROVED BY		APPROVED BY		DATE		DATE		DATE			
		NO.		DATE		APPROVED BY		DATE		APPROVED BY		DATE	
		REMARKS											



42 INCH UTA STANDARD FENCE DETAIL

SEE FENCE SPEC. SECTION 02826

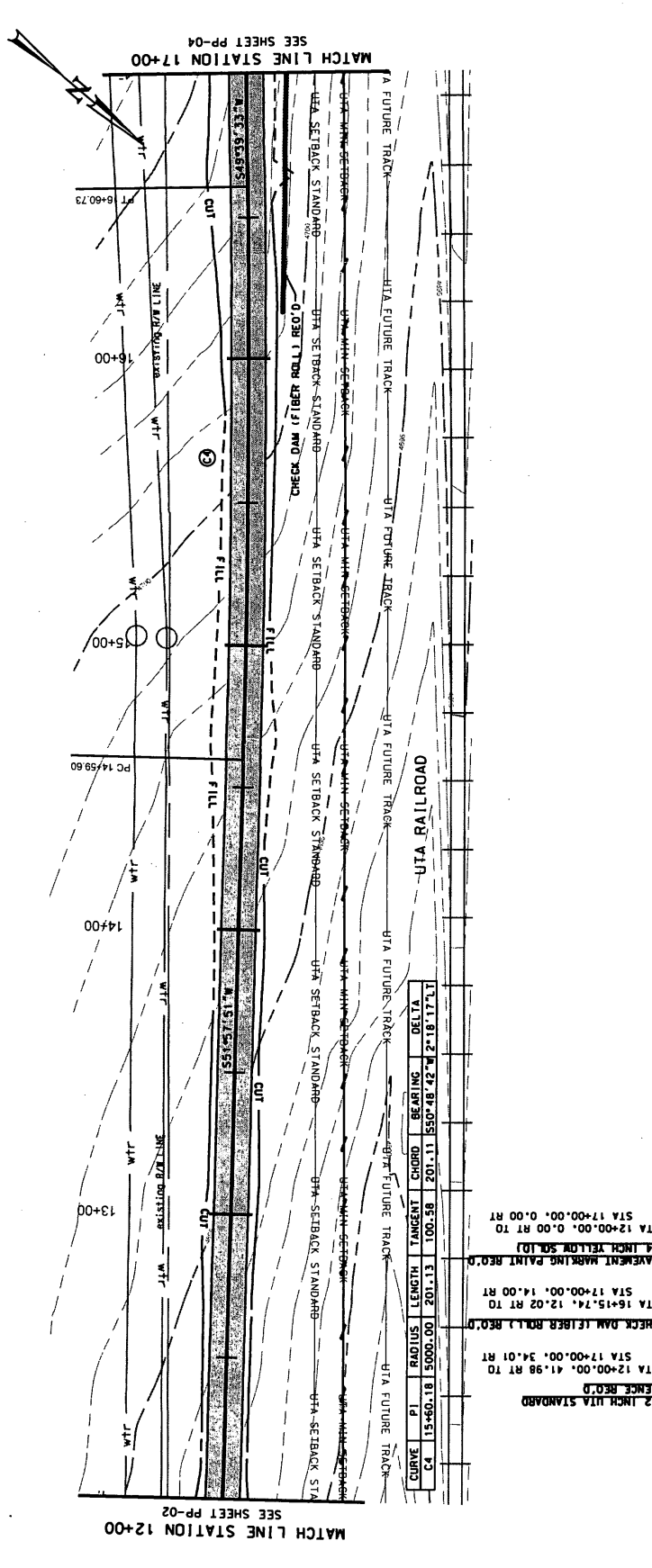
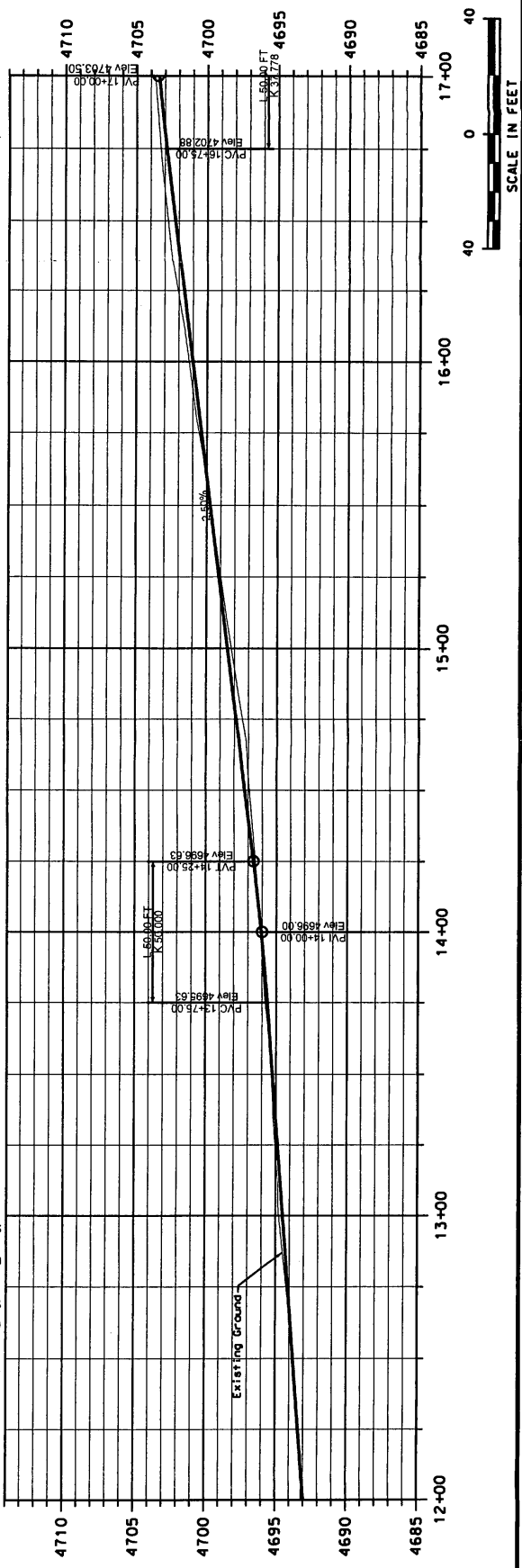
- NOTE:
1. ALL CHAIN LINK FENCE SHALL BE BLACK COATED WITH 1", 9 GAUGE MESH. UNLESS OTHERWISE NOTED.
 2. CHAIN LINK FENCE SHALL BE 9 GAUGE MESH IS BEFORE DIPPED IN VINYL.
 3. FENCE POSTS SHALL BE BLACK COATED AS WELL.

SHEET NO. PP-03

POINT OF THE MOUNTAIN TRAIL - DRAPER CITY
 ENHANCEMENT - BIKE / PEDESTRIAN PATH
 STP-LC35(143)
 PLAN AND PROFILE

UTAH DEPARTMENT OF TRANSPORTATION
 ROADWAY DESIGN

APPROVED	PROFESSIONAL ENGINEER
DRAWN BY	JDR
CHECKED BY	OC
DATE	03/07/2007
NO.	DATE
APPROVED BY	
REMARKS	



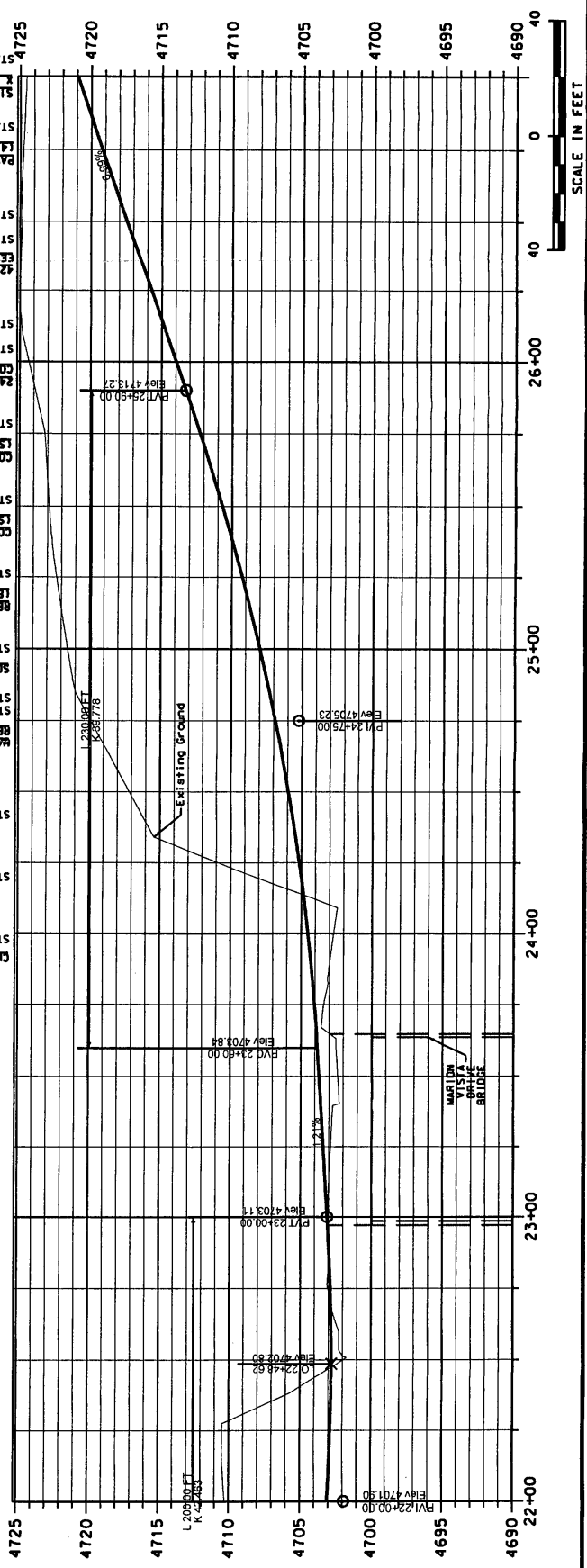
CURVE	PI	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
CA	15+60.18	5000.00	201.13	100.58	201.11	S30°48'42"	2°18'17.1"

42 INCH UTA STANDARD FENCE REQ'D
 STA 12+00.00, 41.98 RT TO
 STA 17+00.00, 34.01 RT
 CHECK DAM (FIBER ROLL) REQ'D
 STA 16+15.74, 12.02 RT TO
 STA 17+00.00, 14.00 RT
 PAVEMENT MARKING PAINT REQ'D
 (4 INCH YELLOW SOLID)
 STA 12+00.00, 0.00 RT TO
 STA 17+00.00, 0.00 RT

PROJECT NUMBER	STP-LC36(143)
PROJECT	ENHANCEMENT - BIKE / PEDESTRIAN PATH
PROJECT	POINT OF THE MOUNTAIN TRAIL - DRAPER CITY

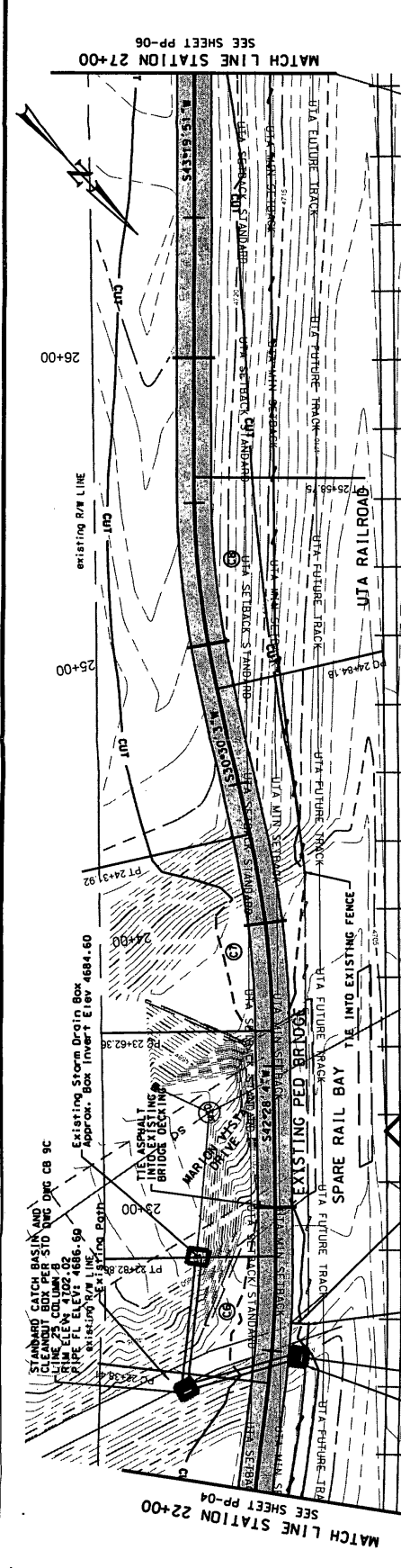
APPROVED
 ROADWAY DESIGN
 UTAH DEPARTMENT OF TRANSPORTATION

DATE	03/07/2007
CHECKED BY	DJM
APPROVED BY	
NO.	
DATE	
APPROVED BY	
REVISIONS	



STA 22+45.71, 6.24 RT TO CHECK DAM (FIBER ROLL) REQ'D
 STA 22+45.45, 12.38 RT TO STA 22+51.41, 6.54 RT TO STA 22+51.79, 6.54 RT TO STA 22+45.71, 6.24 RT TO STA 22+28.49, 29.06 LT TO STA 22+32.41, 24.08 LT TO STA 22+37.19, 27.04 LT TO STA 22+42.46, 32.42 LT TO STA 22+28.49, 29.06 LT TO STA 22+79.67, 23.83 LT TO STA 22+80.84, 30.99 LT TO STA 22+86.05, 29.96 LT TO STA 22+85.12, 25.18 LT TO STA 22+79.67, 23.83 LT
 MANHOLE STEPS, STD DNG OF 6
 STA 22+34.10, 29.12 LT
 STA 22+48.62, 8.00 RT
 CONCRETE-SMALL STRUCTURE REQ'D
 STD DNG CB 9C LINE 25 COLUMN B
 STA 22+34.10, 29.12 LT
 STA 22+48.62, 8.00 RT
 CONCRETE-SMALL STRUCTURE REQ'D
 STD DNG CB 9C LINE 22 COLUMN B
 STA 22+48.62, 8.00 RT
 CONCRETE CULVERT, REINFORCED
 STA 22+33.89, 26.76 LT TO STA 22+48.62, 8.00 RT
 STA 22+34.10, 29.12 LT TO STA 22+41.52, 26.97 LT
 STA 22+00.00, 9.00 RT TO STA 22+59.96, 9.40 RT
 STA 24+16.86, 13.02 RT TO STA 25+00.00, 21.30 RT
 STA 27+00.00, 26.39 RT
 RAYBENT MARKING PAINT REQ'D
 14 INCH YELLOW SOLID
 STA 27+00.00, 0.00 RT TO STA 22+00.00, 0.00 RT
 SIGN TYPE A-24, 24 INCH
 24 INCH REQ'D LIND OUTLET
 STA 22+60.00, 9.00 RT

CURVE	PI	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C6	22+60.67	333.00	44.45	22.26	44.42	S46°17'30" W	107°39'54" L
C7	23+97.27	333.00	69.55	34.90	69.42	S36°29'03" W	111°58'01" L
C8	25+21.62	333.00	74.57	37.44	74.41	S36°54'57" W	12°49'48" R



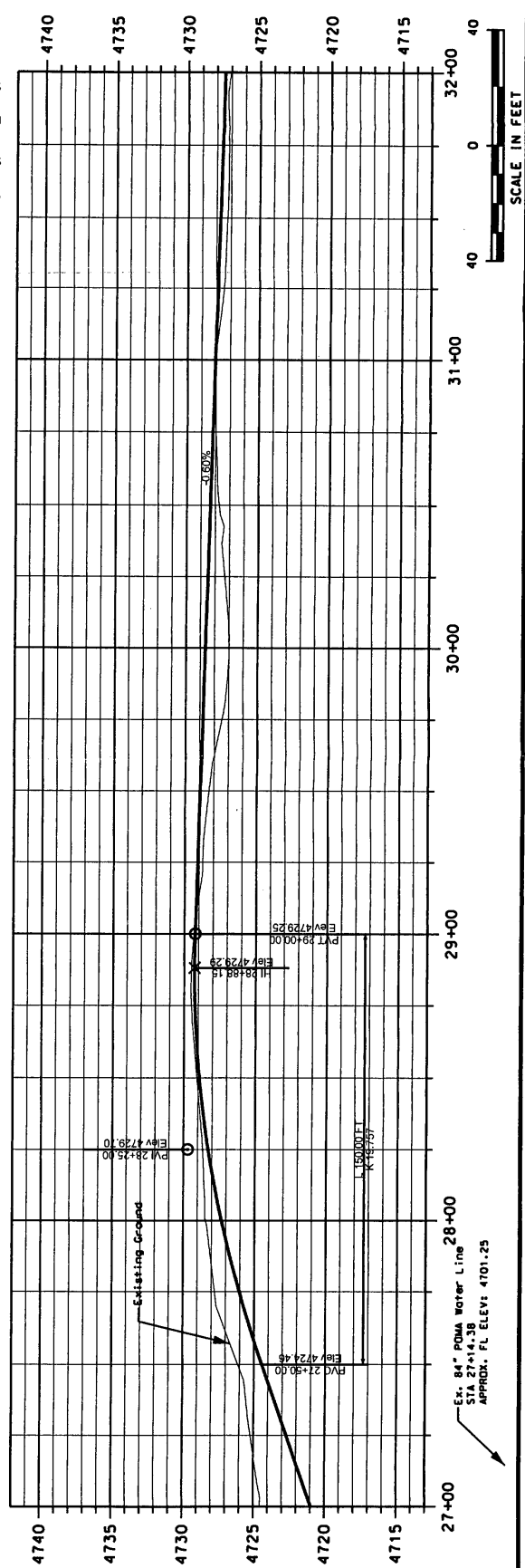
INLET PROTECTION CHECK DAM (FIBER ROLL)
 STANDARD CATCH BASIN AND LINE 22 COLUMN B
 CLEANOUT BOX PER STD DNG CB 9C
 PIPE FL ELEV: 4702.35
 PIPE FL ELEV: 4688.43
 TIE INTO EXISTING FENCE
 NO OUTLET
 TYPE A-2
 24" X 24"
 TIE INTO EXISTING FENCE
 SPARE RAIL BAY
 EXISTING PED BRIDGE
 TIE INTO EXISTING BRIDGE DECKING
 TIE ASPHALT INTO EXISTING BRIDGE DECKING
 EXISTING Storm Drain Box 4684.60
 Approx. Box Invert Elev 4684.60
 MATCH LINE STATION 22+00
 MATCH LINE STATION 27+00
 SEE SHEET PP-04
 SEE SHEET PP-06

SHEET NO. PP-06

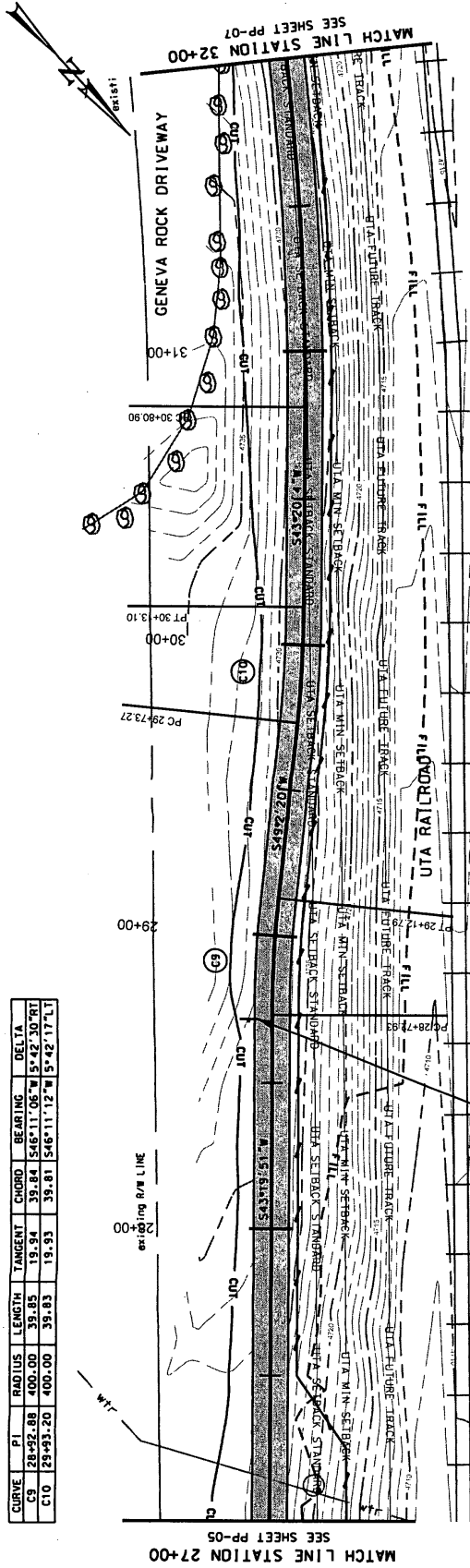
PROJECT	POINT OF THE MOUNTAIN TRAIL - DRAPER CITY
PROJECT NUMBER	STP-LC35(143)
ENHANCEMENT - BIKE / PEDESTRIAN PATH	
PLAN AND PROFILE	

APPROVED	PROFESSIONAL ENGINEER
DATE	03/07/2007
CHECKED BY	JDR
DATE	
APPROVED BY	
NO.	
DATE	
REVISIONS	

UTAH DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN



42 INCH UTA STANDARD
FENCE REQ'D
STA 27+00.00, 26.39 RT TO
STA 27+25.00, 26.10 RT TO
STA 27+50.00, 9.00 RT TO
STA 27+50.00, 9.00 RT TO
STA 28+00.00, 9.00 RT
SIGN TYPE A-2 REQ'D
1.8 INCH X 18 INCH (W-5)
STA 28+71.66, 8.00 LT
PAVEMENT MARKING PAINT REQ'D
1.4 INCH YELLOW SQ 10J
STA 27+00.00, 0.00 RT TO
STA 27+00.00, 0.00 RT TO

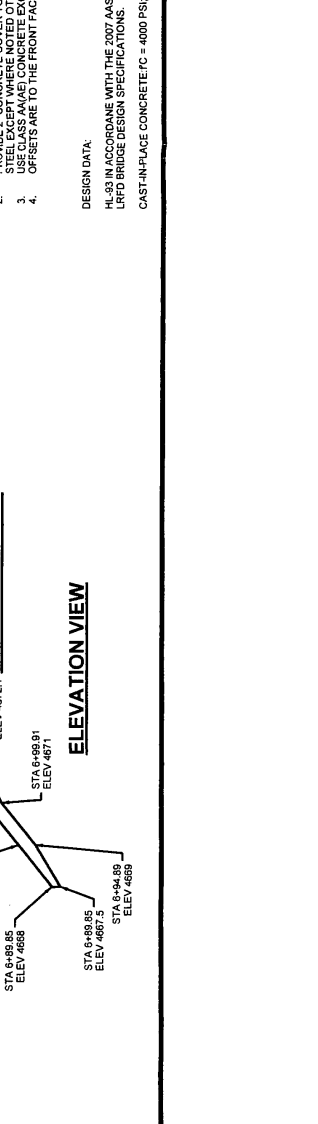
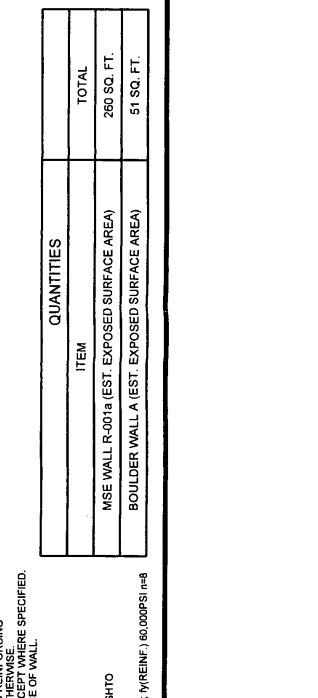
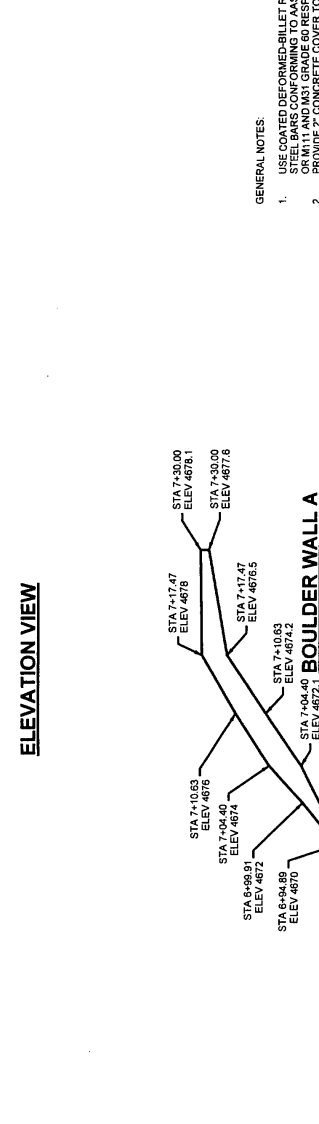
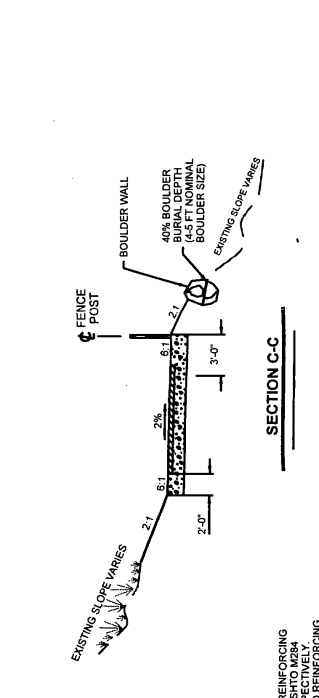
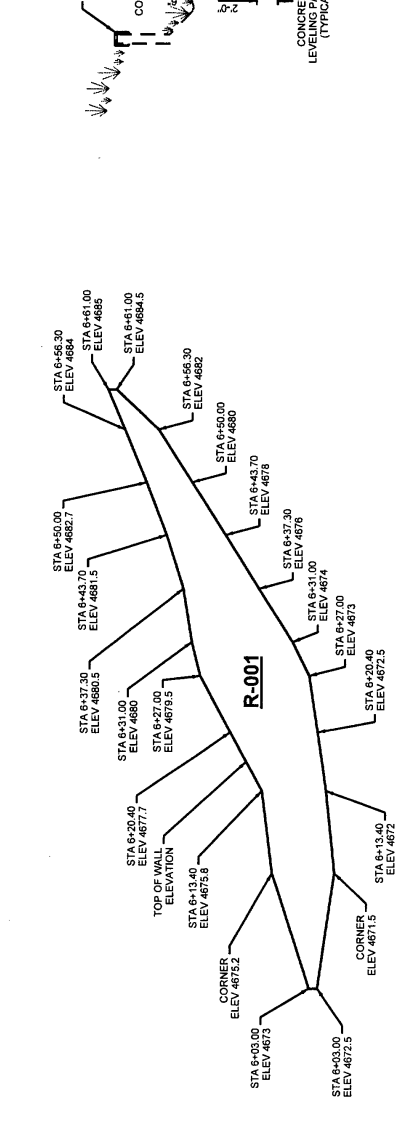
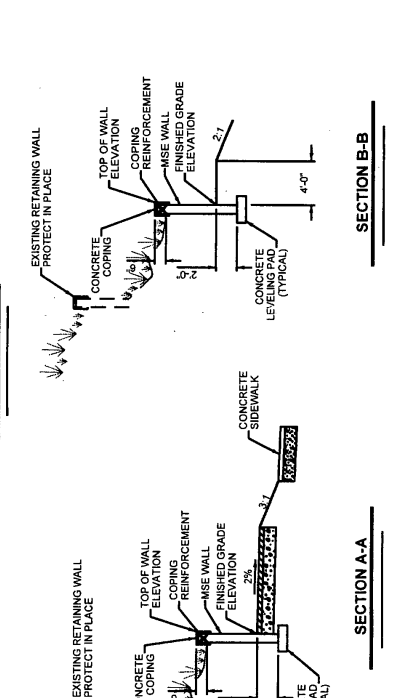
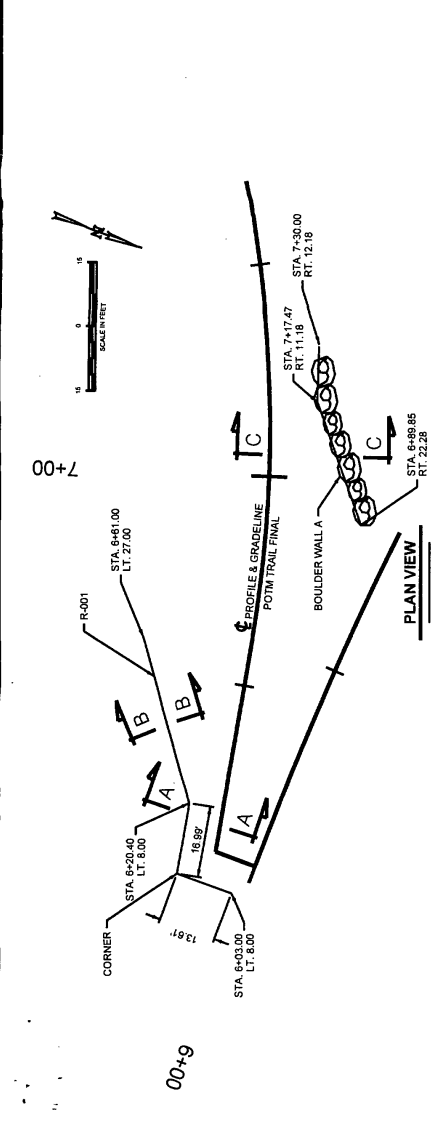
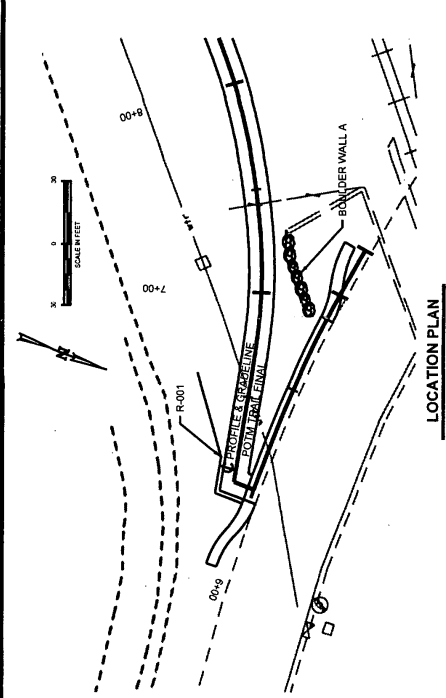


CURVE	PI	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	28+52.88	400.00	35.85	19.34	39.84	S46°11'06"W	5°42'30"RT
C2	29+35.20	400.00	35.83	19.33	39.81	S46°11'12"W	5°42'17"LT

MATCH LINE STATION 27+00
SEE SHEET PP-05

MATCH LINE STATION 32+00
SEE SHEET PP-07

UTAH DEPARTMENT OF TRANSPORTATION SALT LAKE CITY, UTAH STRUCTURES DIVISION		PROJECT NUMBER: STP-LC35(143) DATE: 03/08 DRAWN BY: 03/08 CHECKED BY: 03/08 DESIGNED BY: 03/08	
POINT OF THE MOUNTAIN TRAIL - DRAPER CITY MSE WALL		MSE WALL R-001 DETAILS SHEET NO.: R-001 DATE: 03/08 DRAWN BY: 03/08 CHECKED BY: 03/08 DESIGNED BY: 03/08	
REVISIONS		QUANTITIES	
NO.	DATE	BY	DESCRIPTION
1	03/09/2008	LJR	R-001 BOLLARD BOLLARD WALL A OUTSIDE METRO WATER EXHAUST, NO SHIT 2
2	03/09/2008	LJR	ADJUSTED TRAIL & WALL CONSTRUCTIONS TO AVOID METRO WATER LINE
3	03/09/2008	LJR	ADJUSTED TRAIL & WALL CONSTRUCTIONS TO AVOID METRO WATER LINE



- GENERAL NOTES:**
- USE COATED DEFORMED-BILLET REINFORCING STEEL BARS CONFORMING TO AASHTO M284 (ASTM A641) AND 60,000 PSI YIELDING STRENGTH. ALL REINFORCING SHALL BE COVERED TO THE MINIMUM PER AASHTO M284 (ASTM A641) AND 60,000 PSI YIELDING STRENGTH. STEEL EXCEPT WHERE NOTED OTHERWISE, USE CLASS AA(A) CONCRETE EXCEPT WHERE SPECIFIED.
 - OFFSETS ARE TO THE FRONT FACE OF WALL.

DESIGN DATA:

HU-33 IN ACCORDANCE WITH THE 2007 AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS.

CAST-IN-PLACE CONCRETE (C - 4000 PSI, YR REINF.) 50,000 PSI min

ITEM	TOTAL
MSE WALL R-001a (EST. EXPOSED SURFACE AREA)	260 SQ. FT.
BOULDER WALL A (EST. EXPOSED SURFACE AREA)	51 SQ. FT.

**EXHIBIT B
CONSTRUCTION STANDARDS**

CONSTRUCTION STANDARDS FOR ENCROACHMENT

The following Standards are meant to supplement the Protection Standards in Chapter 16 "Regulations for Non-District Use of Salt Lake Aqueduct and Point of the Mountain Aqueduct Rights of Way", adopted May 15, 2006.

A. If unusual conditions are proposed for the Encroachment Improvements or unusual field conditions within the Corridor are encountered, as designated and characterized by the District, the District may, at its discretion, impose conditions or requirements which are different from or more stringent than those prescribed in these Guidelines.

B. All backfill material within the Corridor shall be compacted to ninety percent (90%) of maximum density, unless otherwise allowed or required by the District. Mechanical compaction shall not be allowed within six inches (6") of any of the District's facilities and pipeline(s). Mechanical compaction using heavy equipment, as designated and characterized by the District, will not be allowed over District facilities and pipeline(s) or within eighteen inches (18") horizontally.

C. Backfilling of any excavation or around any facilities or pipeline(s) within the Corridor shall be compacted in layers not exceeding six inches (6") thick to the following requirements: (1) cohesive soils to 90 percent (90%) maximum density specified by ASTM Part 19, D-698, method A; (2) noncohesive soils to 70 percent (70%) relative density specified by ANSI/ASTM Part 19, d-2049, par. 7.1.2, wet method.

EXHIBIT C
INSURANCE/BOND REQUIREMENTS

"EXHIBIT C"

INSURANCE AND BOND REQUIREMENTS FOR PARTIES ENTERING INTO ENCROACHMENT AGREEMENTS WITH METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

A. MINIMUM LIMITS OF INSURANCE

Applicant and all of Applicant=s contractors and all subcontractors of Applicant=s contractors shall maintain limits no less than:

1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence, personal injury and property damage, \$2,000,000.0 Aggregate, Broad Form Commercial General Liability, (ISO 1993 or better), to include Products - Comp/OP, aggregate of 2,000,000, limits to apply to this project individually.
2. **PROFESSIONAL LIABILITY:** \$1,000,000 per occurrence, \$2,000,000 aggregate.
3. **AUTOMOBILE LIABILITY:** \$1,000,000 per occurrence, "Any Auto" coverage required.
4. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:** Workers' compensation statutory limits as required by the Workers Compensation Act of the State of Utah. Employers Liability limits of \$1,000,000 per occurrence.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention must be declared to and approved by the District in writing. At the option of the District, either; the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects the District, its trustees, officers, and employees; or the Applicant may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. PERFORMANCE AND PAYMENT BONDS

All persons and entities performing any work on District rights of way will provide performance and payment bonds for the full sum of their contracts, naming the District as co-obligee.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1) General Liability and Automobile Liability Coverages

a) District, its trustees, officers, and employees are to be covered as additional insureds as respects: liability arising out of, connected with, or relating to, any activities conducted on District rights of way. The coverage shall contain no special limitations on the scope of protection afforded to District, its trustees, officers, and employees.

B. The insurance coverage of Applicant, Applicant=s contractors and subcontractors, shall be a primary insurance as respects to District, its trustees, officers, and employees. Any insurance or self-insurance maintained by District, its trustees, officers, and employees shall be in excess of the Applicant=s insurance and shall not contribute with it.

C Any failure to comply with reporting provisions of the policies shall not affect coverage provided to District, its trustees, officers, and employees.

II. All Coverages

Each insurance policy required here shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

E. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved in writing by the authorized representative of the District.

F. VERIFICATION OF COVERAGE

Applicant and all of Applicant=s contractors and all subcontractors of Applicant=s contractors shall furnish District with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. APPLICANT STRICTLY LIABLE FOR COMPLIANCE OF CONTRACTORS

Applicant shall see that each of Applicant=s contractors, and each of their subcontractors, complies with these insurance requirements, and Applicant shall be strictly liable for any failure of such contractors and subcontractors to meet these requirements.

EXHIBIT D
APPLICANTS' AUTHORITY RESOLUTIONS

RESOLUTION NO. 09-15

**A RESOLUTION AUTHORIZING AN ENCROACHMENT AGREEMENT
BETWEEN DRAPER CITY AND METROPOLITAN WATER DISTRICT
OF SALT LAKE AND SANDY FOR PURPOSES OF THE POINT OF THE
MOUNTAIN TRAIL**

WHEREAS, Draper City operates the Point of the Mountain Trail corridor and certain facilities and improvements within or on that corridor; and

WHEREAS, Metropolitan Water District of Salt Lake and Sandy ("District") operates the Point of the Mountain Aqueduct corridor and certain works, facilities, equipment, and improvements located within or on that same corridor; and

WHEREAS, District holds an easement or license for the District's use within or on that corridor; and

WHEREAS, an Encroachment Agreement has been prepared for approval and execution by the participating agencies which sets forth the purposes thereof, the extent of the participation of the parties, and the rights, duties, and responsibilities of the parties.

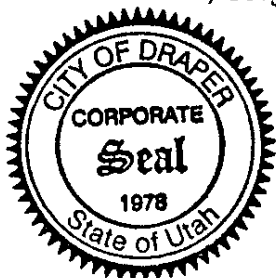
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Adoption. The City Council hereby approves the aforementioned Encroachment Agreement, and the Mayor is hereby authorized to execute the same.

Section 2. Severability. If any section, part, or provision of this Resolution is held invalid, or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON 5th OF May, 2009.



DRAPER CITY

By: 
Mayor Pro Tem

ATTEST: 
City Recorder

City Recorder