

**REQUEST FOR COUNCIL ACTION**

**SUBJECT:** Utility Agreement and Cooperative Agreement No. 2 with the Utah Department of Transportation (UDOT) for Mountain View Corridor Project MP-0182(6).

**SUMMARY:** The Utah Department of Transportation has constructed Phase 1 of the Mountain View Corridor in West Jordan. At the time of construction UDOT signed a Cooperative Agreement with West Jordan that addressed only a portion of the issues that would be encountered. The Utility Agreement and Cooperative Agreement No. 2 address the remaining construction concerns.

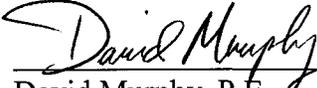
**FISCAL AND/OR ASSET IMPACT:** There is no fiscal impact for approving these agreements.

**STAFF RECOMMENDATION:**  
Staff recommends approval of the Utility Agreement and Cooperative Agreement No. 2, with UDOT for the Mountain View Corridor project.

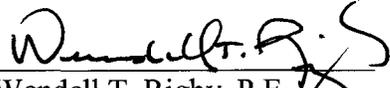
**MOTION RECOMMENDED:**  
"I move to adopt Resolution No. 16-162 authorizing the Mayor to execute the Utility Agreement and Cooperative Agreement No. 2 with UDOT for the Mountain View Corridor project.

Roll Call vote required

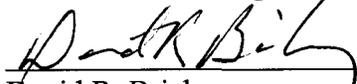
**Prepared by:**

  
\_\_\_\_\_  
David Murphy, P.E.  
CIP Manager

**Reviewed by:**

  
\_\_\_\_\_  
Wendell T. Rigby, P.E.  
Director of Public Works

**Reviewed as to Legal Sufficiency:**

  
\_\_\_\_\_  
David R. Brickey  
City Attorney

**Recommended by:**

  
\_\_\_\_\_  
Mark R. Palesh  
City Manager

## **BACKGROUND DISCUSSION:**

The Utah Department of Transportation has completed phase one construction for the West Jordan portion of the Mountain View Corridor. Phase one construction includes two lanes in each direction with signalized intersection at future interchange locations. Future phases will add bridges over proposed interchanges, additional traffic lanes, and bus rapid transit. Phase one construction in Salt Lake County stretches from 5400 South and approximately 7000 West to approximately 16000 South and Redwood Road.

The Utility Agreement between the Utah Department of Transportation and the City of West Jordan outlines terms and conditions for present and future utility work inside Mountain View Corridor right of way owned by UDOT. It allows the City the right to install, operate, maintain, repair, and protect City utilities inside the Mountain View Corridor and is similar to other agreements signed by UDOT and other municipalities along the Mountain View Corridor.

Cooperative Agreement Number 2 between the Utah Department of Transportation and the City of West Jordan outlines terms and conditions for cooperation between the two governmental entities that were not included in cooperative agreement one. Those issues are listed below.

**Conveyance of Fee Property** – Cooperative agreement number two transfers property and property rights from West Jordan to UDOT and vice versus. The City is transferring property rights it owns inside the Mountain View Corridor to UDOT and UDOT is transferring property it obtained outside the Corridor to the City. A complete list of transactions is included in the Agreement.

**Detention Basin Property** – Cooperative agreement number two outlines the responsibilities of UDOT and the City regarding detention basins that benefit both parties. The agreement also stipulates that a LOMR must be completed for all FEMA regulated drainages affected by construction in West Jordan.

**Conveyance of Utility Rights** – Cooperative agreement number two outlines responsibilities both have in regard to protecting existing and proposed utilities that cross the Mountain View Corridor. Some of this work has already been completed in phase of the project and some of the work will be completed in future phases.

**Future Street Crossings of the Mountain View Corridor:** The Mountain View Corridor EIS proposed specific crossing locations, both existing and future, as identified by Master Transportation Plan for the City. This agreement specifies how and when these facilities will be constructed.

### Attachments:

- Resolution
- Utility Agreement
- UDOT Cooperative Agreement No. 2

**THE CITY OF WEST JORDAN, UTAH**  
A Municipal Corporation

**RESOLUTION NO. 16-162**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE UTILITY  
AGREEMENT AND COOPERATIVE AGREEMENT NO. 2 BETWEEN THE  
UTAH DEPARTMENT OF TRANSPORTATION AND THE CITY OF WEST  
JORDAN FOR THE MOUNTAIN VIEW CORRIDOR PROJECT**

**Whereas**, the City Council of the City of West Jordan has reviewed the attached Utility agreement and Cooperative Agreement No. 2 between the City of West Jordan and Utah Department of Transportation (UDOT) (a copy of which is attached as **Exhibit A**) for the Mountain View Corridor Project; and

**Whereas**, the City Council of the City of West Jordan desires that the aforementioned Utility Agreement and Cooperative Agreement No. 2 be executed by the Mayor, and

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

Section 1. The Mayor is hereby authorized and directed to execute the Utility Agreement and Cooperative Agreement No. 2 between the City of West Jordan and UDOT.

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 26th day of October 2016.

\_\_\_\_\_  
Kim V. Rolfe  
Mayor

ATTEST:

\_\_\_\_\_  
MELANIE S. BRIGGS  
City Recorder

**RESOLUTION NO. 16-162**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE UTILITY AGREEMENT AND COOPERATIVE AGREEMENT NO. 2 BETWEEN THE UTAH DEPARTMENT OF TRANSPORTATION AND THE CITY OF WEST JORDAN FOR THE MOUNTAIN VIEW CORRIDOR PROJECT**

| Voting by the City Council      | "AYE" | "NAY" |
|---------------------------------|-------|-------|
| Council Member Dirk Burton      | _____ | _____ |
| Council Member Jeff Haaga       | _____ | _____ |
| Council Member Zach Jacob       | _____ | _____ |
| Council Member Chris McConnehey | _____ | _____ |
| Council Member Chad Nichols     | _____ | _____ |
| Council Member Sophie Rice      | _____ | _____ |
| Mayor Kim V. Rolfe              | _____ | _____ |

WHEN RECORDED, MAIL TO:

Utah Department of Transportation  
Right-of-way, Fourth Floor  
Box 148420  
4501 South 2700 West  
Salt Lake City, Utah 84114-8420

|                   |   |
|-------------------|---|
| UDOT Pin No.      | 7703  |
| UDOT Project No.  | MP-0182(6)  |
| UDOT Parcel No's  | 4018:X<br>4018:2X<br>4018:3X<br>4018:4X<br>4018:6X<br>4018:7X |
| County Tax ID No. | Not Taxed   |

### UTILITY AGREEMENT

THIS UTILITY AGREEMENT (“Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF WEST JORDAN, a municipal corporation and political subdivision of the State of Utah, hereinafter referred to as “City” and the UTAH DEPARTMENT OF TRANSPORTATION, a political subdivision of the State of Utah, hereinafter referred to as “UDOT”. The City and UDOT may individually be referred to herein as a “Party”, or collectively as the “Parties”.

#### RECITALS:

- A. The City owns public rights-of-way designated as Old Bingham Highway, 9800 South (Wells Park Road) and 7800 South Street which allows the City the right to construct, operate and maintain water, storm drain, sewer pipelines, and irrigation lines and related facilities over and through said rights-of-way. See Exhibit A for utilities within existing City streets that will be in the Mountain View Corridor (MVC) right of way.

The City owns easements granting it the right to construct, operate, maintain, repair and replace water, storm drain, sanitary sewer pipelines, and irrigation lines and related facilities over, under, across and through certain property located in Salt Lake County, Utah, which includes an area to be utilized by UDOT for highway construction project No. MP-0182(6), Mountain View Corridor. These easements are recorded in the office of the Salt Lake County Recorder, State of Utah as:

|                     |                       |                           |
|---------------------|-----------------------|---------------------------|
| Entry No. 10265187, | Book 9533, Page 1,    | (9000 S)                  |
| Entry No. 6579030,  | Book 7604, Page 2126, | (9000 S)                  |
| Entry No. 9685722,  | Book 9276, Page 8266, | (8600 S)                  |
| Entry No. 12176180  | Book 10381, Page 8070 | (9800 S)(Wells Park Road) |

- B. UDOT has requested that the City deed to UDOT that portion of its property or easement which is located within UDOT's MVC right-of-way, in exchange for UDOT's execution and delivery of this Agreement.
- C. UDOT has completed the initial phase of the Mountain View Corridor (phase 1) in West Jordan City, where phase 1 construction is defined as the construction of the outside two lanes in each direction with at-grade crossings.
- D. UDOT will, in the future, construct the next phase the Mountain View Corridor (phase 2) in West Jordan City, where phase 2 is defined as the construction of grade separated interchanges over the City streets.

### **AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Recitals set forth above are hereby incorporated by reference into the terms of this Agreement.

2. UDOT hereby grants the City, its successors and assigns, as approved by UDOT, the right to install, construct, operate, maintain, repair, inspect, protect, remove and replace water, storm drain, irrigation, and sewer pipelines, manholes, valves, valve boxes, culverts and any other appurtenances typically associated with the City owned transmission and distribution structures and facilities, hereinafter called the "Facilities", across/under UDOT's MVC right-of-way, at the locations shown in Exhibit A and described in Exhibit B, attached hereto and by this reference made a part hereof. The area of the City's right is described in Exhibit B. This location may change in the future if UDOT relocates the City's Facilities, provided, however, that if UDOT elects to relocate the City's facilities, then the Parties shall amend this Agreement.

3. UDOT and the City agree to the following for each street crossing the UDOT's MVC right-of-way:

a. Old Bingham Highway

- UDOT herewith grants to the City utility rights, as defined in Paragraph 2 above, for their existing water facilities within UDOT's MVC right-of-way, as shown in Exhibit A-1, and described in Exhibit B-1.

b. Wells Park Road

- UDOT herewith grants to the City utility rights, as defined in Paragraph 2 above, for their existing sewer and storm drain facilities within UDOT's MVC right-of-way, as shown in Exhibit A-2 and described in Exhibit B-2. The City agrees to relocate the existing PRV that is within the MVC right-of-way to Dannon Way

c. Dannon Way

- UDOT herewith grants to the City utility rights, as defined in Paragraph 2 above, for proposed water facilities that will be relocated from Wells Park Road, within UDOT's MVC right-of-way, as shown in Exhibit A-3 and described in Exhibit B-3.

d. 9000 South

- UDOT herewith grants to the City utility rights, as defined in Paragraph 2 above, for their existing water and sanitary sewer facilities within UDOT's MVC right-of-way, as shown in Exhibit A-4 and described in Exhibit B-4.

e. 8600 South

- UDOT herewith grants to the City utility rights, as defined in Paragraph 2 above, for their existing sewer facilities within UDOT's MVC right-of-way, as shown in Exhibit A-5 and described in Exhibit B-5.

f. 7800 South

- UDOT herewith grants to the City utility rights, as defined in Paragraph 2 above, for their existing water and sanitary sewer facilities within UDOT's MVC right-of-way, as shown in Exhibit A-6 and described in Exhibit B-6.

4. That portion of the City owned Right-of-Way and/or easement, which is located within UDOT's MVC right-of-way described in Exhibit "B" shall be quit claimed to UDOT and/or will be released and abandoned, by separate, mutually approved, instruments.

5. UDOT shall adjust or protect in place the Facilities located within UDOT's MVC right-of-way in accordance with the City's Design Standards and Construction Specifications at UDOT's sole expense. UDOT may, at its sole expense, relocate the Facilities to an alternate location, subject to the provisions in paragraph 2 above. If the Facilities are relocated outside of UDOT's MVC right-of-way, UDOT shall obtain and convey to the City an easement(s), functionally equivalent to the easement released and abandoned herein and in a form acceptable to the City at UDOT's sole expense.

6. UDOT agrees to reimburse the City for 100% of the costs of any future relocations or modifications to the Facilities within UDOT's MVC right-of-way as may be

required by UDOT for the use, improvement, construction or operation of the state highway. Utility work shall be performed and reimbursed in accordance with the provisions of the Federal Highway Administration's rules found at 23 CFR, Part 645, Subpart A, Utility Relocation, Adjustments and Reimbursement, including Utah Code Ann. §72-6-116.

7. Except in cases of emergency, the parties agree that access for maintenance, construction and servicing of Facilities located within UDOT's MVC right-of-way will be allowed only by permit issued by UDOT, and that the City will obtain said permit and abide by conditions thereof for policing and other controls in conformance with UDOT's administrative rules governing utility accommodation and permits. In cases of emergency, the City shall follow the current UDOT safety and traffic control requirements and obtain a permit in accordance with UDOT's administrative rules governing utility accommodation and permits.

To obtain a UDOT Permit the City will be required to obtain, fill out and submit the UDOT Permit Application, either in hard copy to Region Two or online.

No permit fees will be charged for City obtained permits if the City is in compliance with UDOT rules and permits. Except in cases of emergency, work cannot begin until the Permit has been approved. All work must meet UDOT's Permit requirements.

8. Each party represents that it has the authority to enter into this Agreement.

9. This Agreement may be amended, changed, modified or altered only by an instrument in writing and signed by both the City and UDOT.

10. This Agreement may be executed in counterparts by the UDOT and the City.

11. This Agreement shall be governed by the laws of the State of Utah both as to the resolution of claims and disputes. In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the Salt Lake County, Utah.

12. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.

13. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.



**“City”  
CITY OF WEST JORDAN**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
Mayor Kim V. Rolfe

**CITY ACKNOWLEDGEMENT**

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that s/he is the \_\_\_\_\_ of City of West Jordan, a municipal corporation and political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority and s/he acknowledged to me that the City executed the same.

\_\_\_\_\_  
Notary Public

# Exhibit A

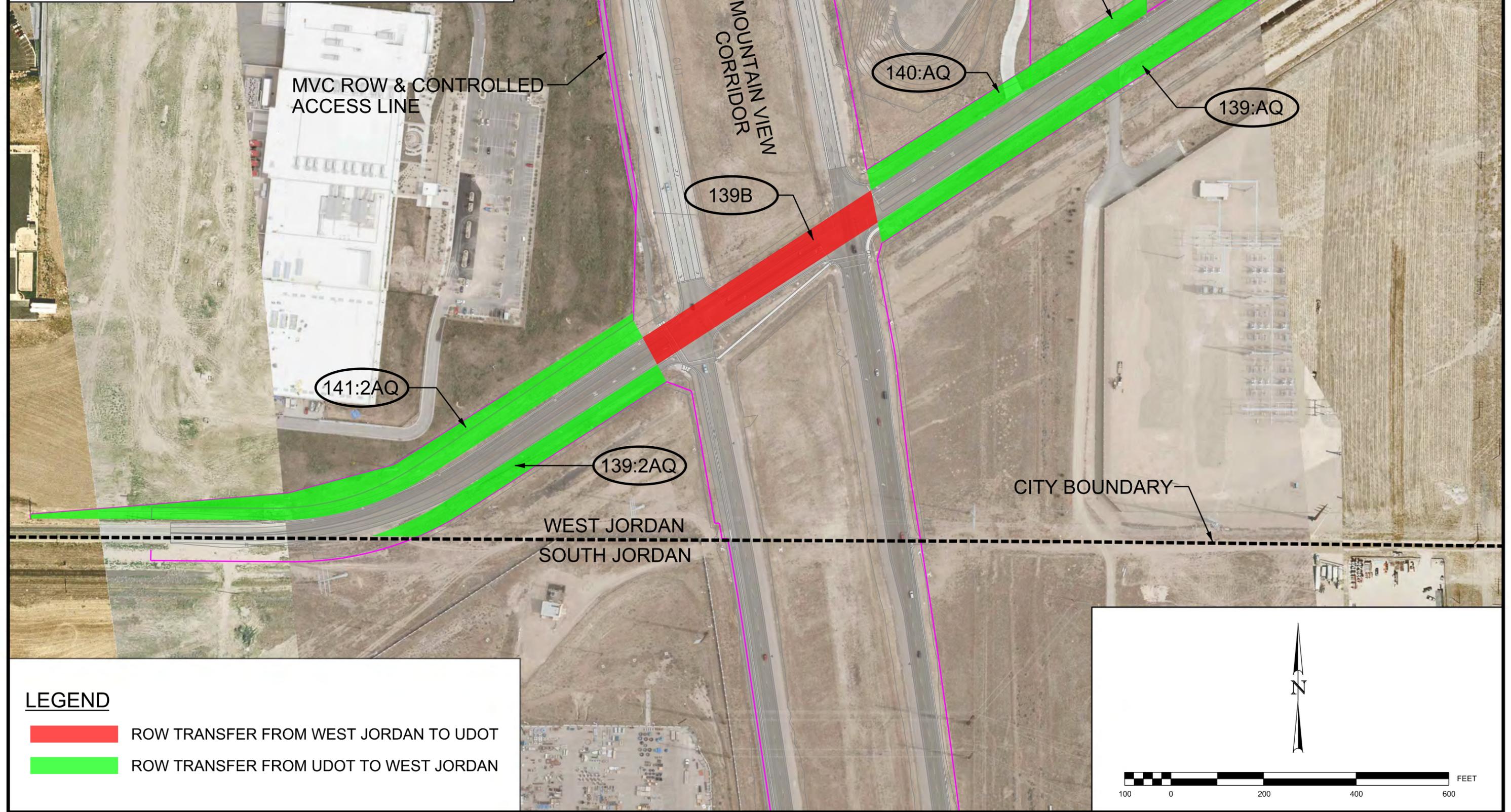
Fee Property Exhibits

# EXHIBIT 1A

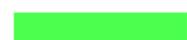
- PROPOSED PROPERTY TRANSFER -

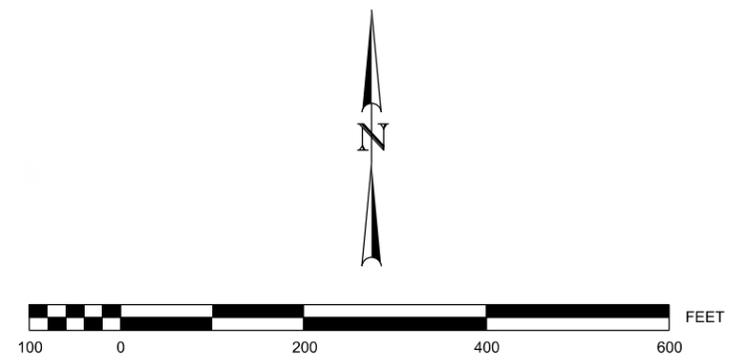
OLD BINGHAM HIGHWAY

8/23/2016



## LEGEND

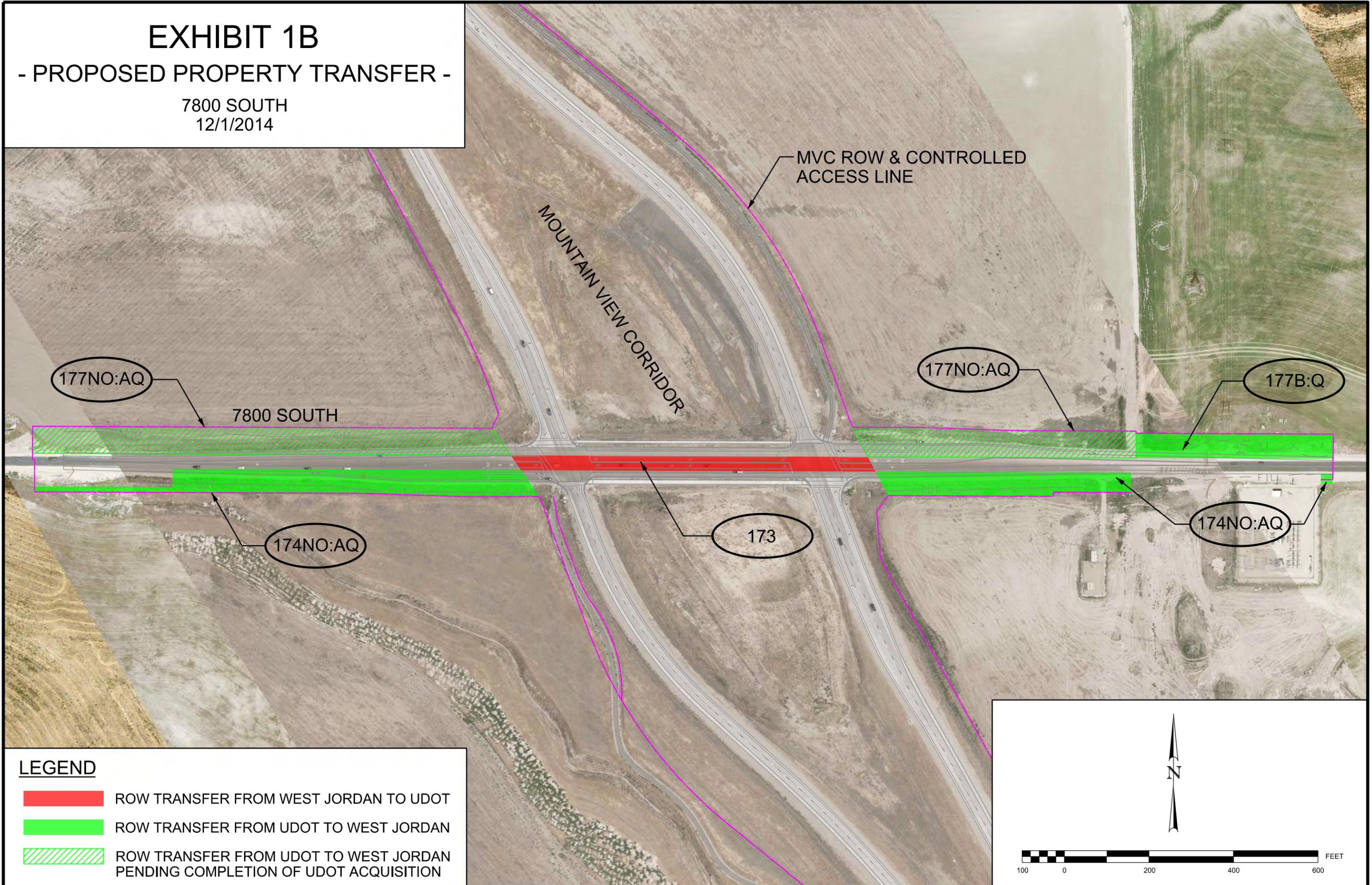
-  ROW TRANSFER FROM WEST JORDAN TO UDOT
-  ROW TRANSFER FROM UDOT TO WEST JORDAN



# EXHIBIT 1B

## - PROPOSED PROPERTY TRANSFER -

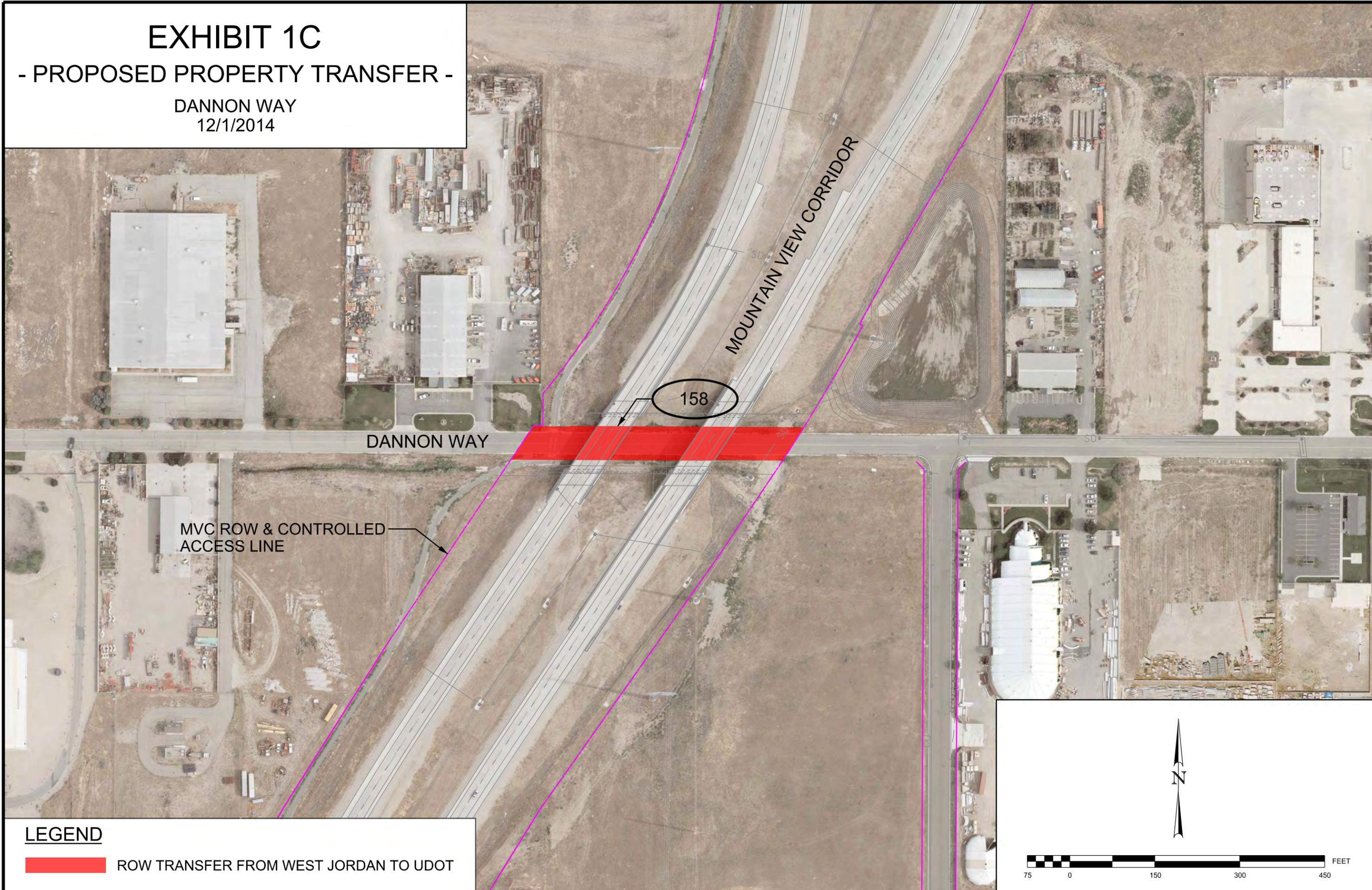
7800 SOUTH  
12/1/2014



# EXHIBIT 1C

- PROPOSED PROPERTY TRANSFER -

DANNON WAY  
12/1/2014



DANNON WAY

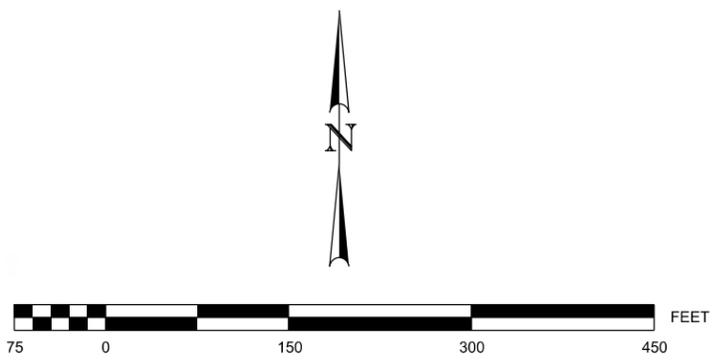
MOUNTAIN VIEW CORRIDOR

158

MVC ROW & CONTROLLED  
ACCESS LINE

## LEGEND

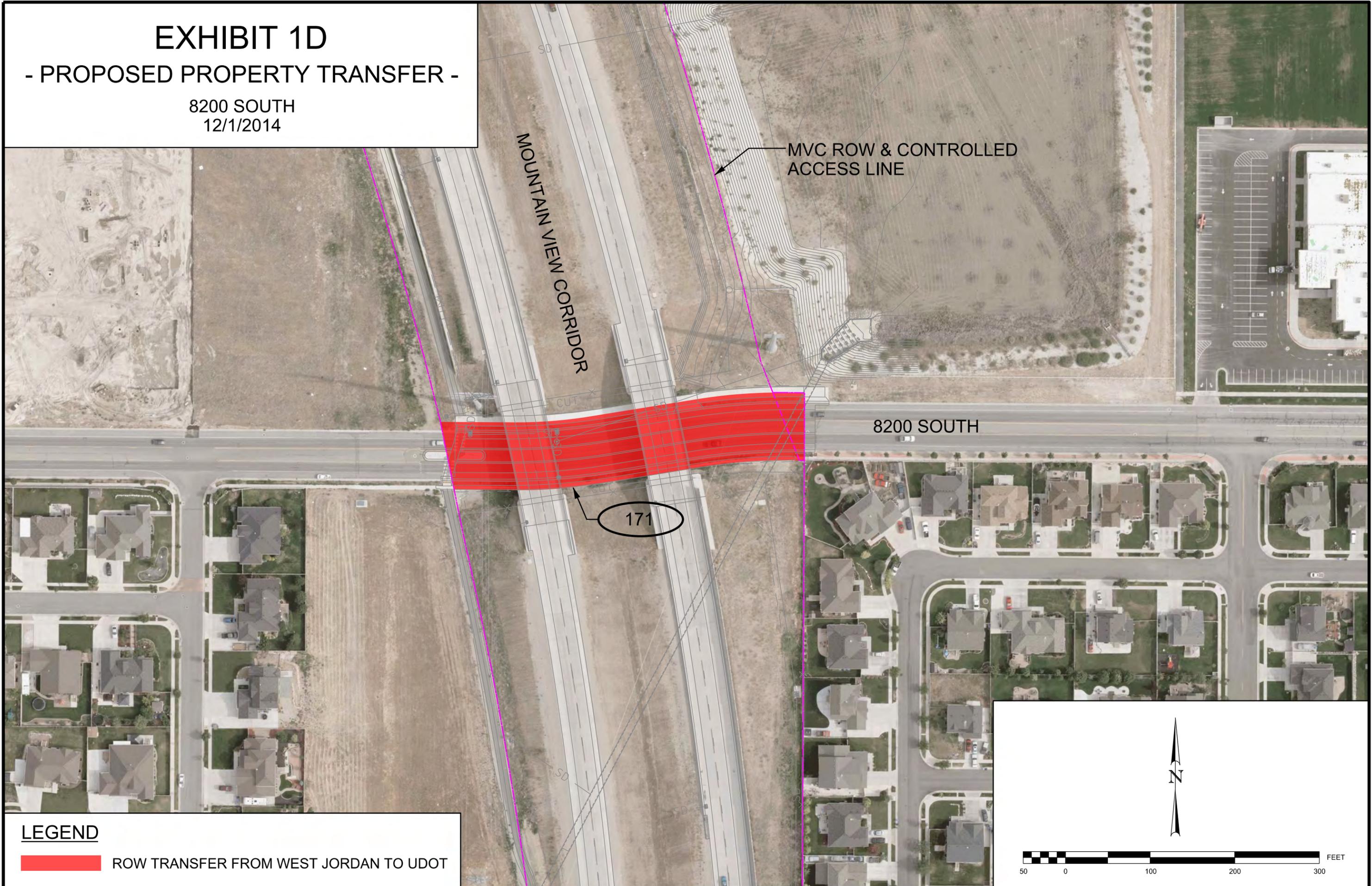
 ROW TRANSFER FROM WEST JORDAN TO UDOT



# EXHIBIT 1D

- PROPOSED PROPERTY TRANSFER -

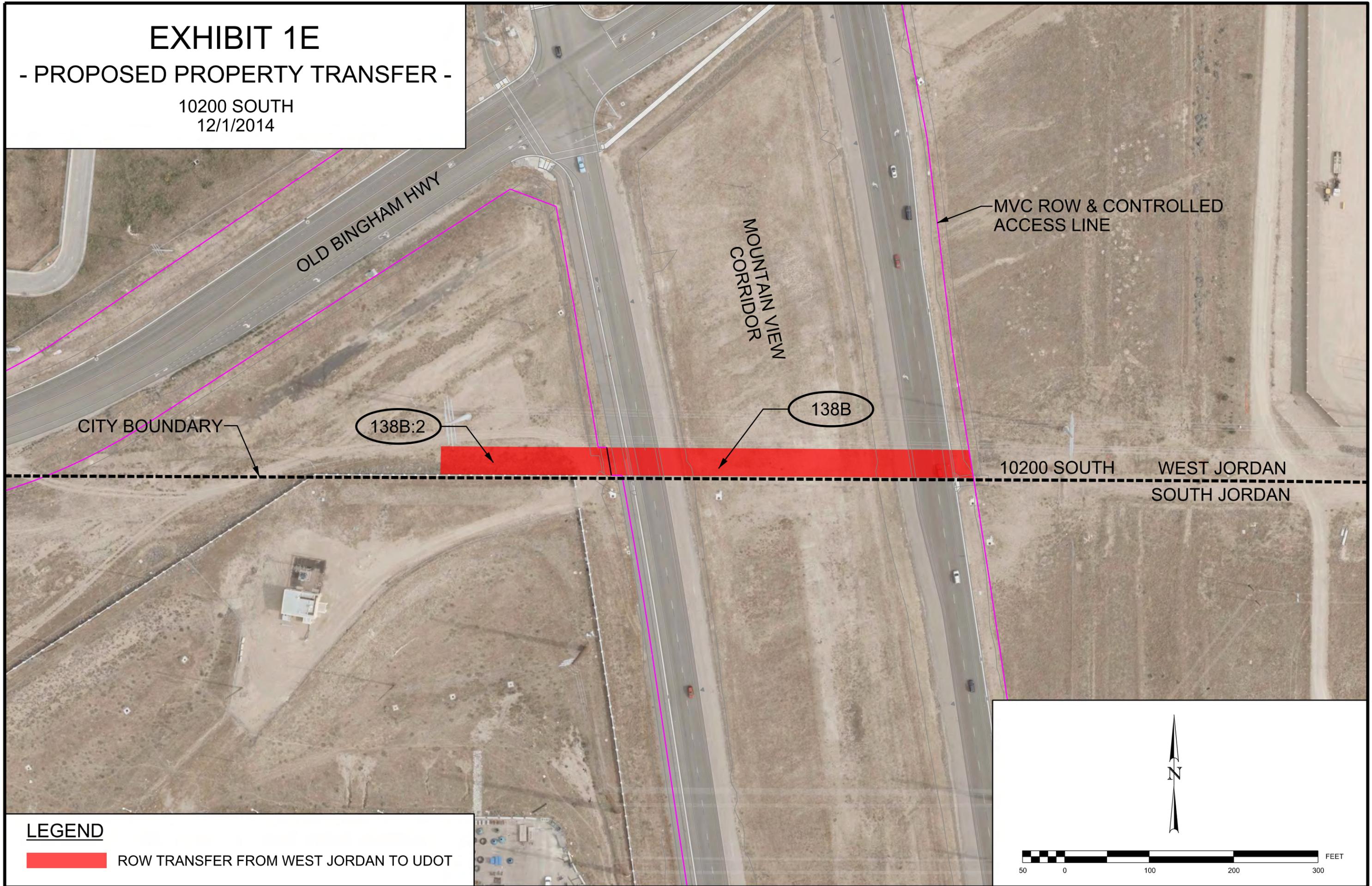
8200 SOUTH  
12/1/2014



# EXHIBIT 1E

- PROPOSED PROPERTY TRANSFER -

10200 SOUTH  
12/1/2014



CITY BOUNDARY

138B:2

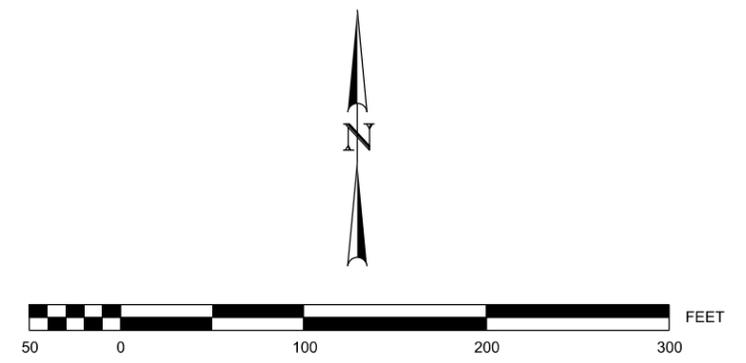
138B

MVC ROW & CONTROLLED ACCESS LINE

10200 SOUTH  
WEST JORDAN  
SOUTH JORDAN

## LEGEND

 ROW TRANSFER FROM WEST JORDAN TO UDOT



# EXHIBIT 1F

- PROPOSED PROPERTY TRANSFER -

WELLS PARK ROAD  
10/1/2015

MVC ROW & CONTROLLED  
ACCESS LINE

MOUNTAIN VIEW CORRIDOR

145NO:AQ

146:2A

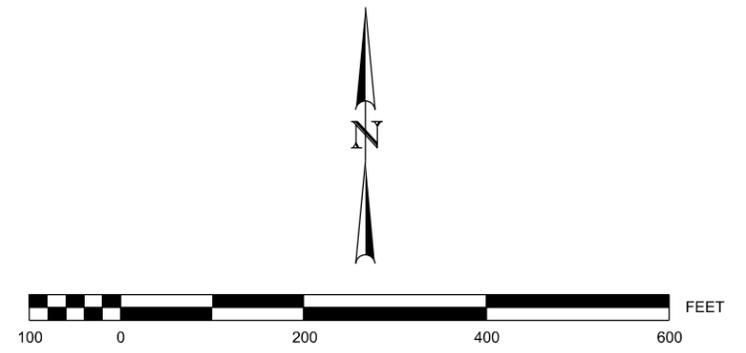
148NT:Q

WELLS PARK RD

146:A

## LEGEND

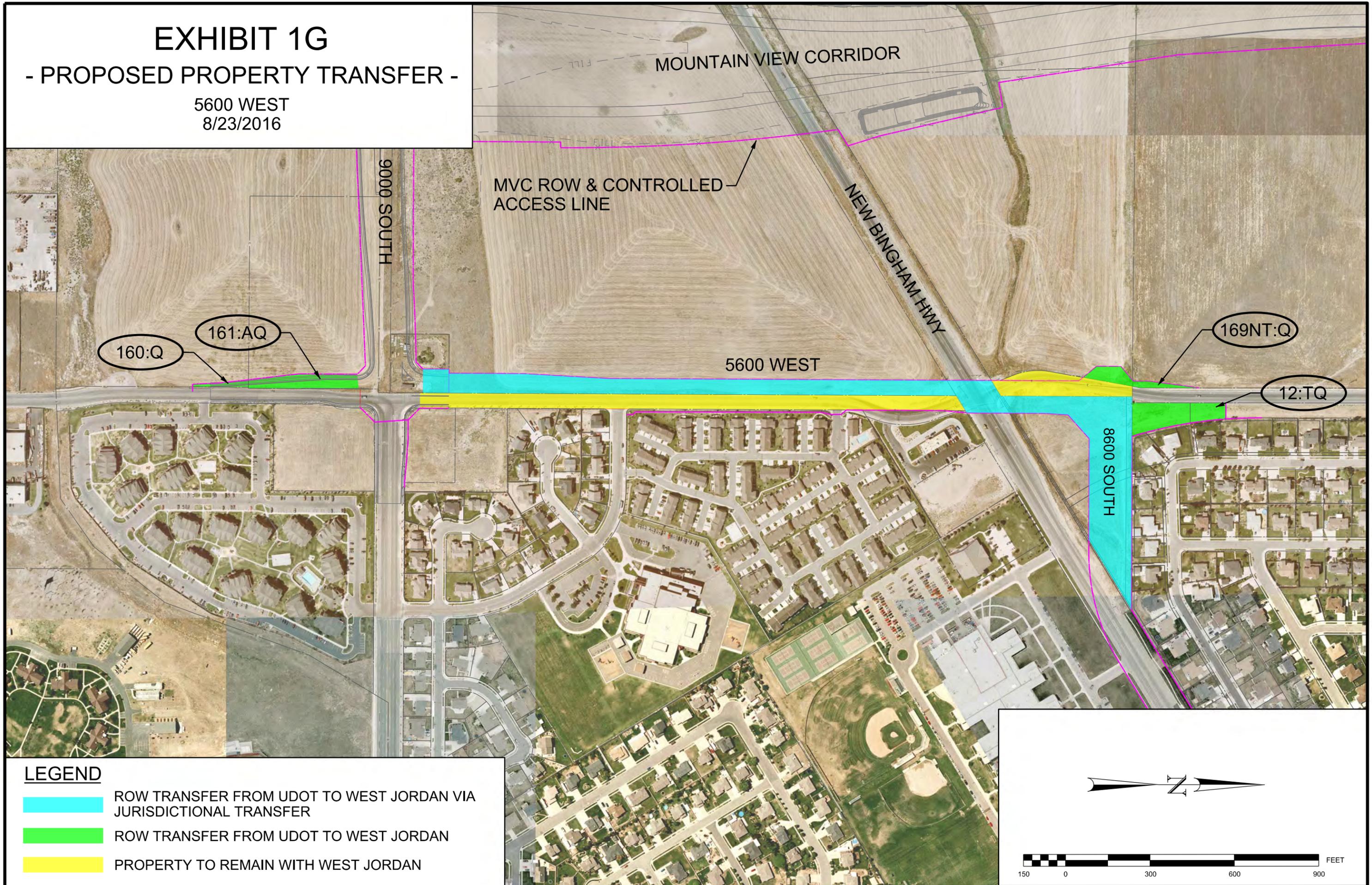
-  ROW TRANSFER FROM WEST JORDAN TO UDOT
-  ROW TRANSFER FROM UDOT TO WEST JORDAN



# EXHIBIT 1G

## - PROPOSED PROPERTY TRANSFER -

5600 WEST  
8/23/2016



# EXHIBIT 1H

## - PROPOSED PROPERTY TRANSFER -

NEW BINGHAM HIGHWAY

10/1/2015

MVC ROW & CONTROLLED  
ACCESS LINE

19:EQ

20:2EQ

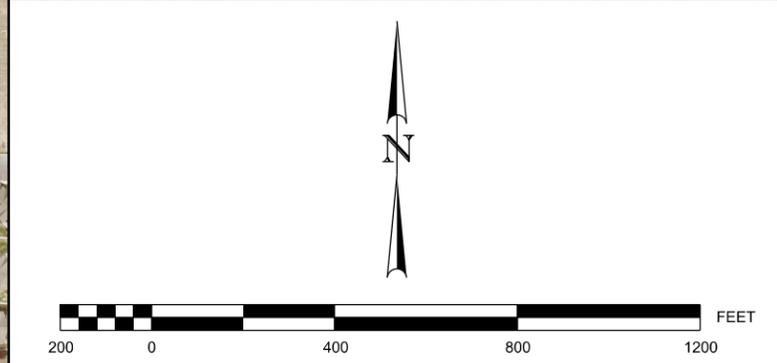
19:3AQ

165:AQ

NEW BINGHAM HWY

### LEGEND

-  ROW TRANSFER FROM UDOT TO WEST JORDAN
-  EASEMENT FROM UDOT TO WEST JORDAN



# Exhibit 2A

Quit Claim Deeds

(Dannon Way, 8200 South)

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Quit Claim Deed

(City)  
Salt Lake County

Pin No. 7703  
Project No. MP-0182(6)  
Parcel No. 0182:171  
Affecting Tax ID No. 20-35-400-026

CITY OF WEST JORDAN, a Municipal Corporation of the State of Utah,  
Grantor hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION,  
at 4501 South 2700 West, Salt Lake City, Utah 84114, Grantee,  
for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations,  
all right, title, and interest in and to the following described parcel of land in  
Salt Lake County, State of Utah, to-wit:

A parcel of land for a highway known as Project No. MP-0182(6), being part of the existing 8200 South Street situate in the SE1/4NE1/4, SW1/4NE1/4, NE1/4SE1/4 and NW1/4SE1/4 of Section 35, T. 2 S., R. 2 W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the easterly highway right of way line and non-access line of said project, which point is 1269.63 ft. N. 89°34'42" W. along the quarter section line from the East Quarter Corner of said Section 35, said point is also 244.54 ft. radially distant northeasterly from the Mountain View Corridor Right of Way Control Line opposite approximate engineer station 1447+95.99; and running thence S. 00°15'27" W. 40.01 ft. along said easterly highway right of way line and non-access line to the southerly right of way line of 8200 South Street; thence along said southerly right of way line the following five (5) courses and distances: (1) N. 89°34'40" W. 25.90 ft. to the beginning of a 525.00-foot radius curve to the left; thence (2) Westerly 87.40 ft. along the arc of said curve (Note: Chord to said curve bears S. 85°39'12" W. for a distance of 87.30 ft.); thence (3) S. 80°53'03" W. 132.04 ft. to the beginning of a

Continued on Page 2  
CITY RW-05CY (11-01-03)

|             |            |
|-------------|------------|
| Pin No.     | 7703       |
| Project No. | MP-0182(6) |
| Parcel No.  | 0182:171   |

605.00-foot radius curve to the right; thence (4) Westerly 100.71 ft. along the arc of said curve (Note: Chord to said curve bears S. 85°39'12" W. for a distance of 100.59 ft.); thence (5) N. 89°34'40" W. 70.38 ft. to the westerly highway right of way line and non-access line of said project; thence N. 11°29'08" W. 81.76 ft. along said westerly highway right of way line and non-access line to the northerly right of way line of said 8200 South Street at a point 185.15 ft. radially distant southwesterly from said control line opposite engineering station 1448+93.88; thence along said northerly right of way line the following five (5) courses and distances: (1) S. 89°34'40" E. 87.25 ft. to the beginning of a 525.00-foot radius curve to the left; thence (2) Easterly 87.40 ft. along the arc of said curve (Note: Chord to said curve bears N. 85°39'12" E. for a distance of 87.30 ft.); thence (3) N. 80°53'03" E. 132.04 ft. to the beginning of a 605.00-foot radius curve to the right; thence (4) Easterly 100.71 ft. along the arc of said curve (Note: Chord to said curve bears N. 85°39'12" E. for a distance of 100.59 ft.); thence (5) S. 89°34'40" E. 25.67 ft. to said easterly highway right of way line and non-access line; thence S. 00°15'27" W. 39.99 ft. along said easterly highway right of way line and non-access line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 34,192 square feet in area or 0.785 acre, more or less.

(Note: All bearings in the above description match highway bearings.)

Reserving unto the Grantor, the right to operate, inspect, repair and to maintain the existing dedicated roadway known as 8200 South Street and existing storm drain and utilities therein that cross under the Right-of-Way of the Mountain View Corridor at approximately station 1448+17.8. Grantor will get approval from UDOT and obtain a permit for any work which impacts the operation, safety, traffic flow, bridge structure(s) and related appurtenances, cut/fill slopes, drainage features, communications and electrical systems, or fences of the Mountain View Corridor ("MVC"), in accordance with UDOT's administrative rules governing utility accommodation and permits for these actions within the MVC Right-of-Way.



WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Quit Claim Deed

(CITY)  
Salt Lake County

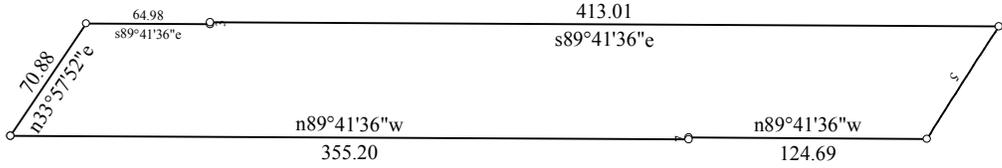
Tax ID No. N/A  
Parcel No. 0182:158  
Project No. MP-0182(6)

City of West Jordan, a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land being part of that existing city street known as Dannon Way Street, for a highway known as Project No. MP-0182(6), situate in the SW1/4SE1/4 of Section 2 of T. 3 S., R. 2 W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning in the existing southerly right of way line of Dannon Way at a point 150.83 ft. radially distant northwesterly from the Mountain View Corridor Right of Way Control Line, of said project, opposite approximate Engineer Station 1375+80.59, which point is also 724.56 ft. S. 89°32'32" E. along the section line and 764.84 ft. N. 0°27'28" E. from the South Quarter Corner of said Section 2; and running thence N. 33°57'52" E. 70.88 ft.; thence S. 89°41'36" E. 64.98 ft.; thence N. 0°18'24" E. 1.00 ft. to the existing northerly right of way line of Dannon Way at a point 83.11 ft. radially distant northwesterly from said control line, opposite approximate Engineer Station 1376+82.55; thence S. 89°41'36" E. 413.01 ft. along said northerly right of way line to a point 293.67 ft. radially distant southeasterly from said control line, opposite approximate Engineer Station 1378+48.12; thence Southwesterly 69.84 ft. along the arc of a 3203.12 ft. radius curve to the left (Note: Chord to said curve bears S. 32°39'35" W. for a distance of 69.84 ft.); thence N. 89°41'36" W. 124.69 ft.; thence S. 0°21'24" W. 1.00 ft. to said existing southerly right of way line at a point 169.77 ft. radially distant southeasterly from said control line, opposite approximate Engineer Station 1377+33.30; thence N. 89°41'36" W. 355.20 ft. along said southerly right of way line to the point of beginning. The above described parcel of land contains 28,499 square feet in area or 0.654 acre, more or less.





|   |  |                      |
|---|--|----------------------|
| Title: Parcel 0182:158  |  | Date: 01-26-2013     |
| Scale: 1 inch = 100 feet  | File: 7703_MP-0182(6)_211P_158_DeedPlotter.des |                      |
| Tract 1: 0.654 Acres: 28499 Sq Feet: Closure = n85.4655w 0.01 Feet: Precision = 1/119117: Perimeter = 1101 Feet |  |                      |
| 001=n33.5752e 70.88   | 004=s89.4136e 413.01                           | 007=s0.2124w 1.00    |
| 002=s89.4136e 64.98   | 005: Lt, R=3203.12<br>Bng=s32.3935w, Chd=69.84 | 008=n89.4136w 355.20 |
| 003=n0.1824e 1.00   | 006=n89.4136w 124.69                           |                      |

# Exhibit 2B

Utility Easement Form  
(New Bingham Highway)

WHEN RECORDED, PLEASE RETURN TO:

West Jordan City Recorder  
8000 South Redwood Road  
West Jordan, Utah 84088

Tax Parcel No.: \_\_\_\_\_

---

**GRANT OF EASEMENT**

\_\_\_\_\_ (hereinafter referred to as “Grantor”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains and conveys unto the CITY OF WEST JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah, (hereinafter referred to as “Grantee”), its successors, assigns, lessees, licensees and agents, a PERMANENT EASEMENT upon, over, under, across and through the following described land, which the Grantor owns or in which the Grantor has an interest, in the County of Salt Lake, State of Utah, to wit:

[Insert Legal Description Here]

OR

[See Exhibit “A” attached hereto and incorporated herein by this reference]

The foregoing contains approximately \_\_\_\_ square feet, or \_\_\_\_\_ acres, more or less.

This Easement is granted for the following purpose: installation and maintenance of underground utilities and the appurtenant parts thereof (the "Facilities").

Grantee shall have the right to construct, operate, maintain, remove and replace the Facilities from time to time as Grantee may require. Grantee shall have the right to clear and remove all trees and other obstructions within the Easement area that may interfere with the use of said Easement by Grantee. Grantor reserves the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

[Insert Grantor's Name Here]

\_\_\_\_\_

[Insert Appropriate Notary Acknowledgement Here]

# Exhibit 2C

Quit Claim Deed Form

(UDOT to CITY)

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Quit Claim Deed

Salt Lake County

Affecting Tax No.  
Parcel No.  
Project No.

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Right of Salt Lake City, County of Salt Lake, State Utah, hereby QUIT CLAIMS to City of West Jordan, a Municipal Corporation of the State of Utah, Grantee, at \_\_\_\_\_, County of Salt Lake, State of Utah, 84114 for the sum of \_\_\_\_\_ Dollars, and other good and valuable considerations, the following described land in Salt Lake County, State of Utah, to Wit:

(Insert Legal Description)

Together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity.



WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

**Quit Claim Deed**  
(CONTROLLED ACCESS)  
Salt Lake County

Affecting Tax No.  
Parcel No.  
Project No.

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Right of Salt Lake City, County of Salt Lake, State Utah, hereby QUIT CLAIMS to City of West Jordan, a Municipal Corporation of the State of Utah, Grantee, at \_\_\_\_\_, County of Salt Lake, State of Utah, 84114 for the sum of \_\_\_\_\_ Dollars, and other good and valuable considerations, the following described land in Salt Lake County, State of Utah, to Wit:

(Insert Legal Description)

Together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity.

**RESERVING UNTO GRANTOR**, the right to control access between designated Points “\_\_\_”, and, “\_\_\_” to the above described property, herein conveyed, from the adjacent property to the \_\_\_\_\_ over and across the limited-access line and between designated Points “\_\_\_”, and, “\_\_\_” to above described property, herein conveyed, from the adjacent property to the \_\_\_\_\_ over and across the limited-access line as defined by this document and shown on Exhibit “A” attached herewith.



# Exhibit 2D

Quit Claim Deed Form

(CITY to UDOT)

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Quit Claim Deed

Salt Lake County

Affecting Tax No.  
Parcel No.  
Project No.

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Right of Salt Lake City, County of Salt Lake, State Utah, hereby QUIT CLAIMS to City of West Jordan, a Municipal Corporation of the State of Utah, Grantee, at \_\_\_\_\_, County of Salt Lake, State of Utah, 84114 for the sum of \_\_\_\_\_ Dollars, and other good and valuable considerations, the following described land in Salt Lake County, State of Utah, to Wit:

(Insert Legal Description)

Together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity.



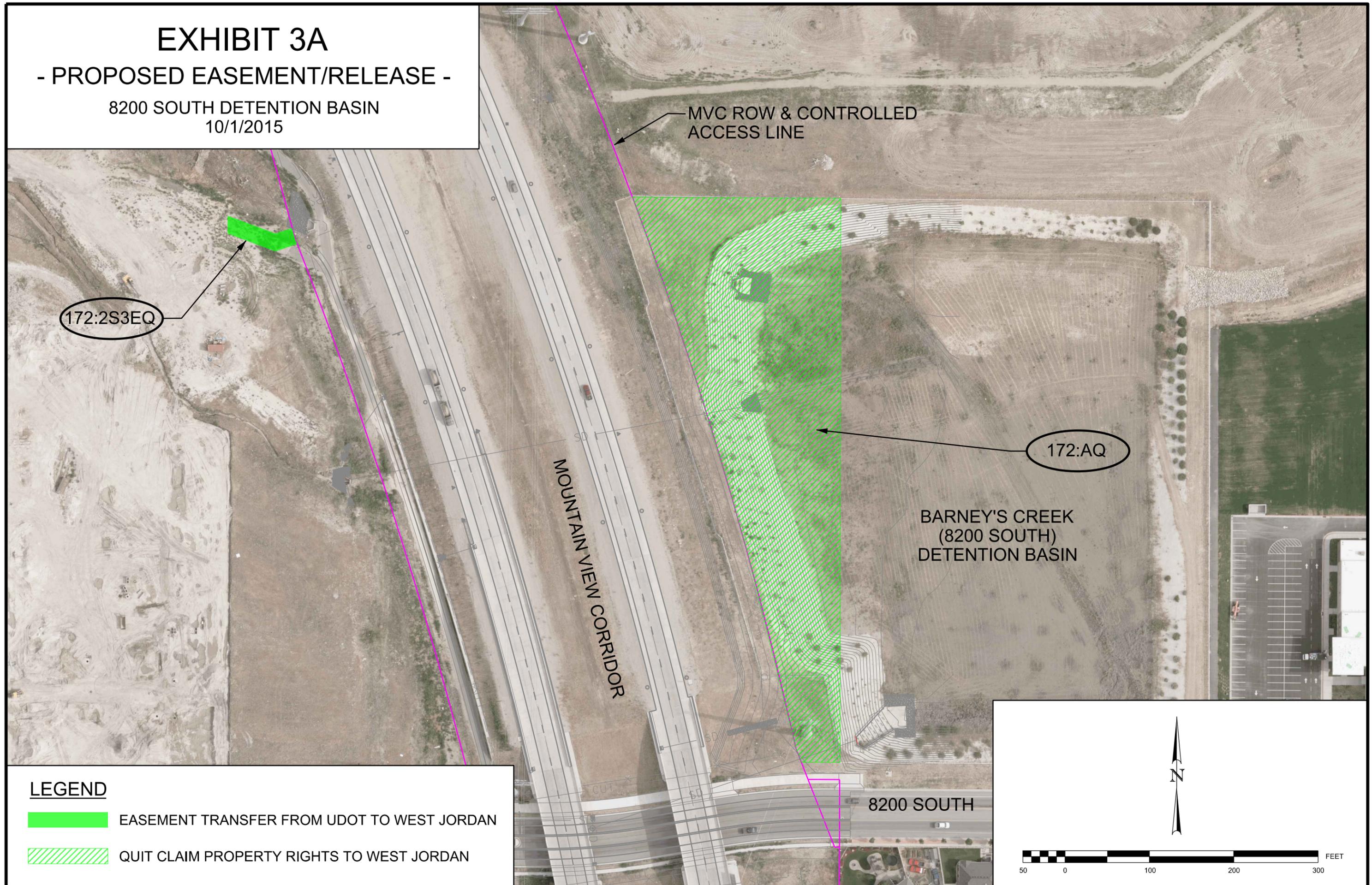
# Exhibit 3

Detention Basin Property Exhibits

# EXHIBIT 3A

## - PROPOSED EASEMENT/RELEASE -

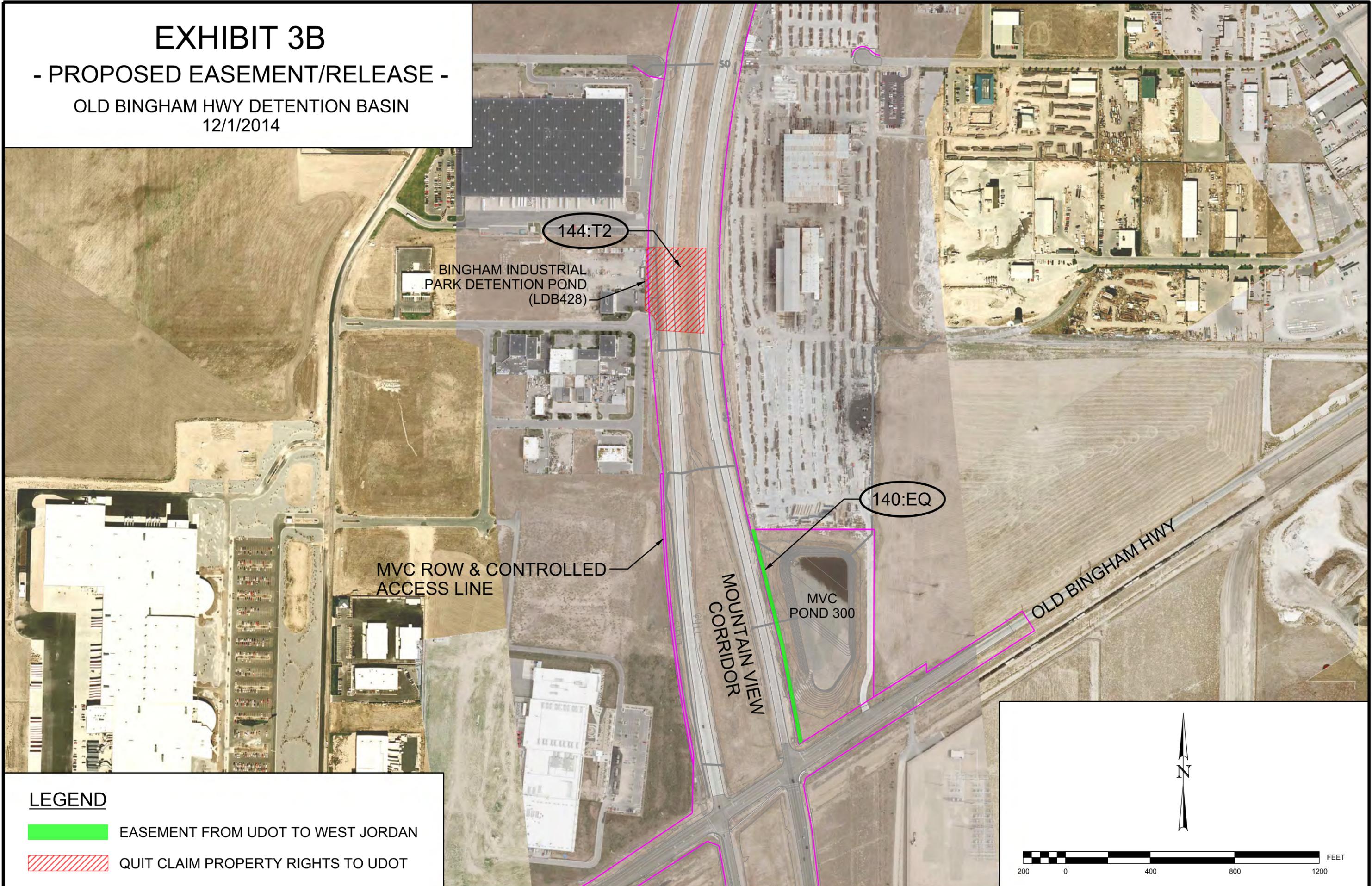
8200 SOUTH DETENTION BASIN  
10/1/2015



# EXHIBIT 3B

## - PROPOSED EASEMENT/RELEASE -

OLD BINGHAM HWY DETENTION BASIN  
12/1/2014



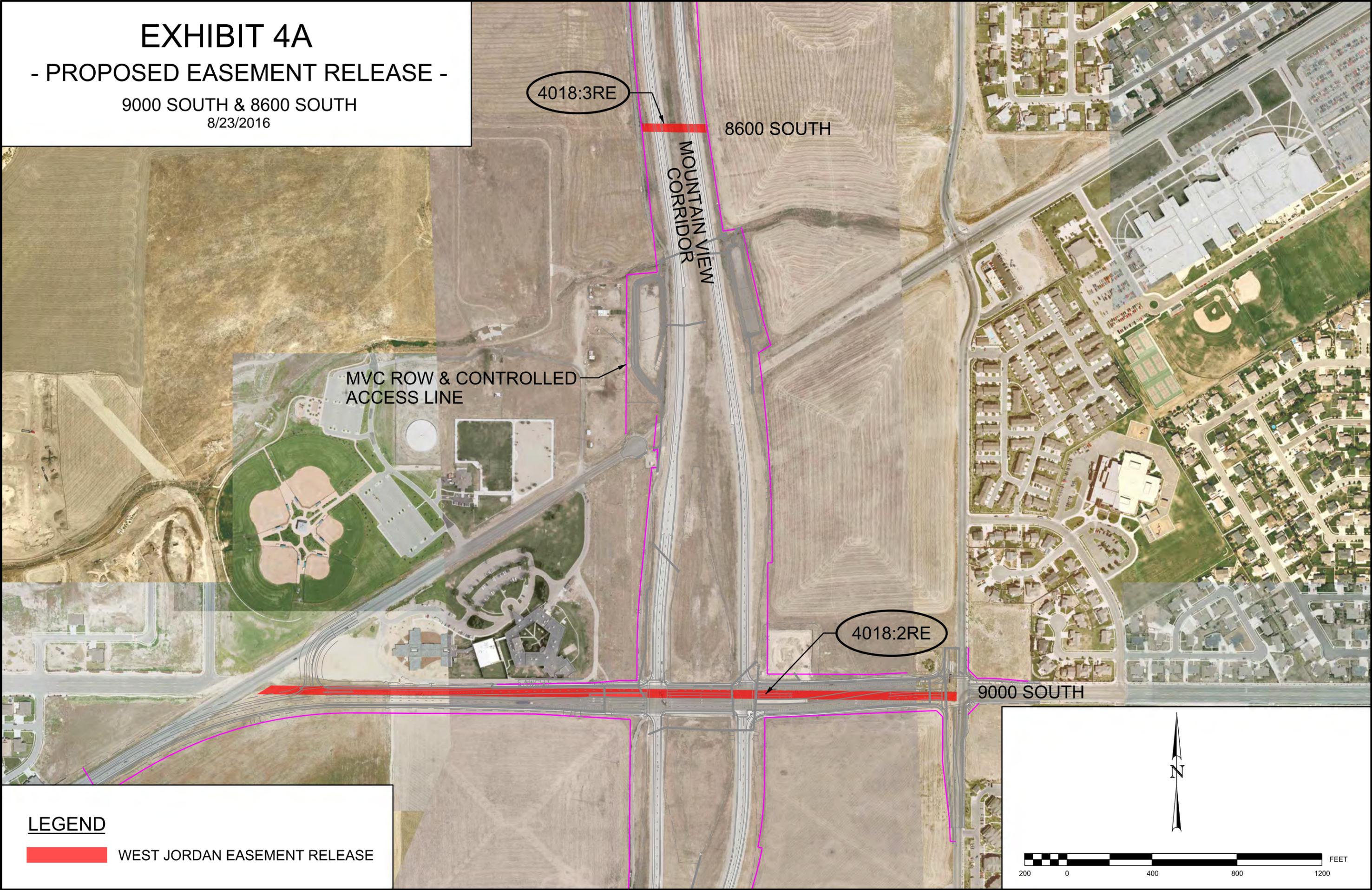
# Exhibit 4

Utility Rights Exhibits

# EXHIBIT 4A

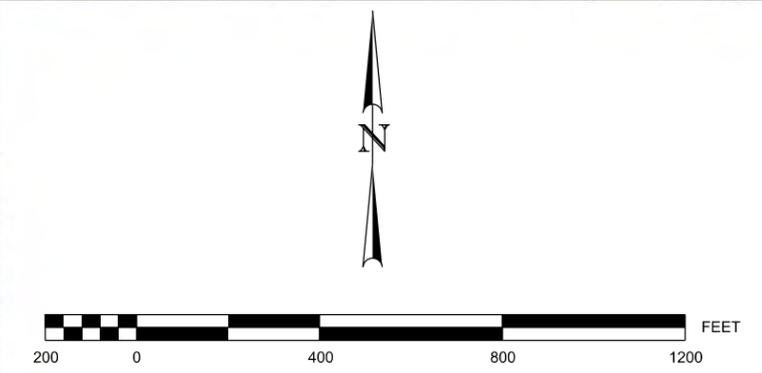
## - PROPOSED EASEMENT RELEASE -

9000 SOUTH & 8600 SOUTH  
8/23/2016



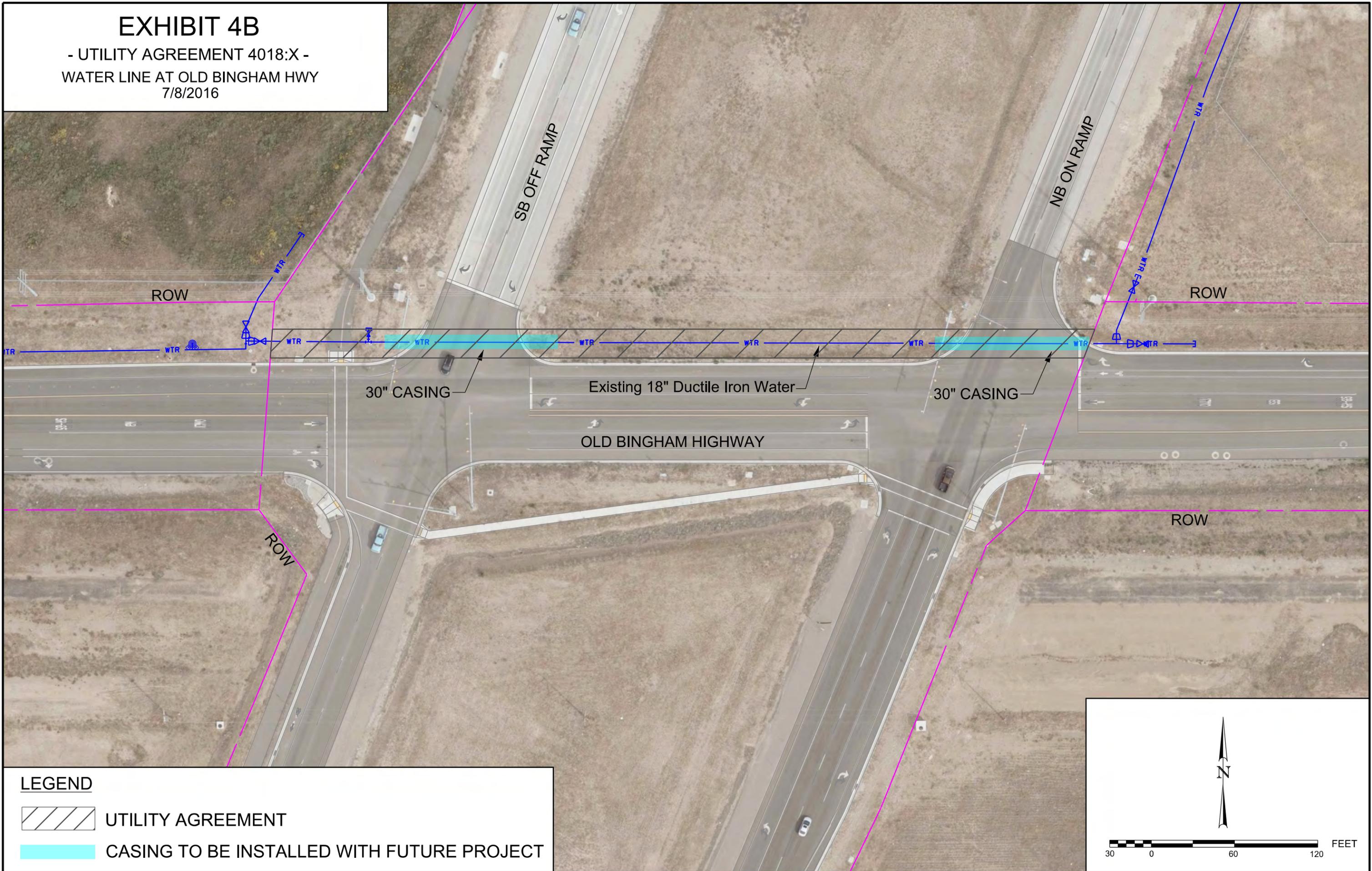
### LEGEND

 WEST JORDAN EASEMENT RELEASE



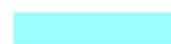
# EXHIBIT 4B

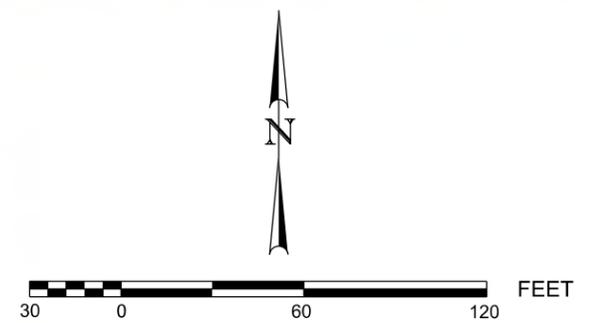
- UTILITY AGREEMENT 4018:X -  
WATER LINE AT OLD BINGHAM HWY  
7/8/2016



## LEGEND

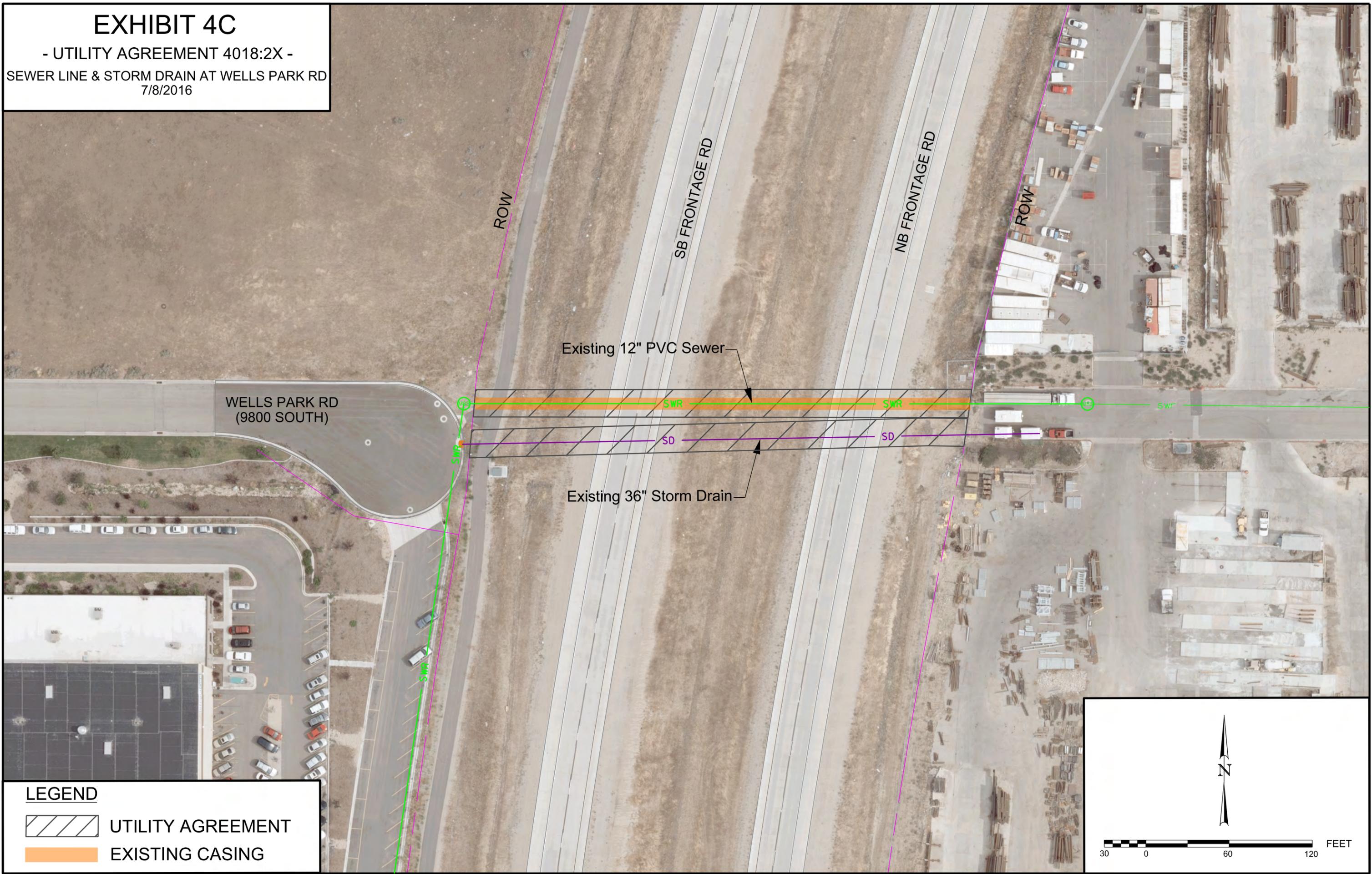
 UTILITY AGREEMENT

 CASING TO BE INSTALLED WITH FUTURE PROJECT



# EXHIBIT 4C

- UTILITY AGREEMENT 4018:2X -  
SEWER LINE & STORM DRAIN AT WELLS PARK RD  
7/8/2016



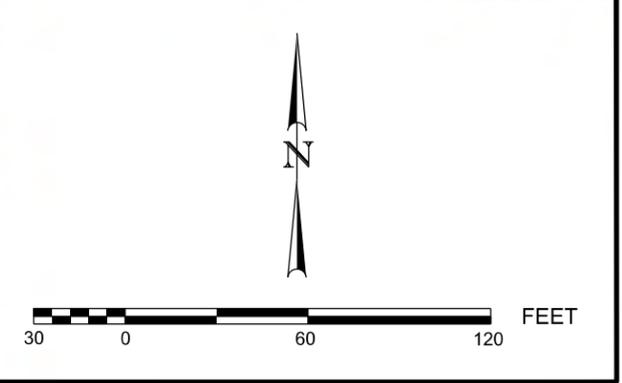
## LEGEND



UTILITY AGREEMENT

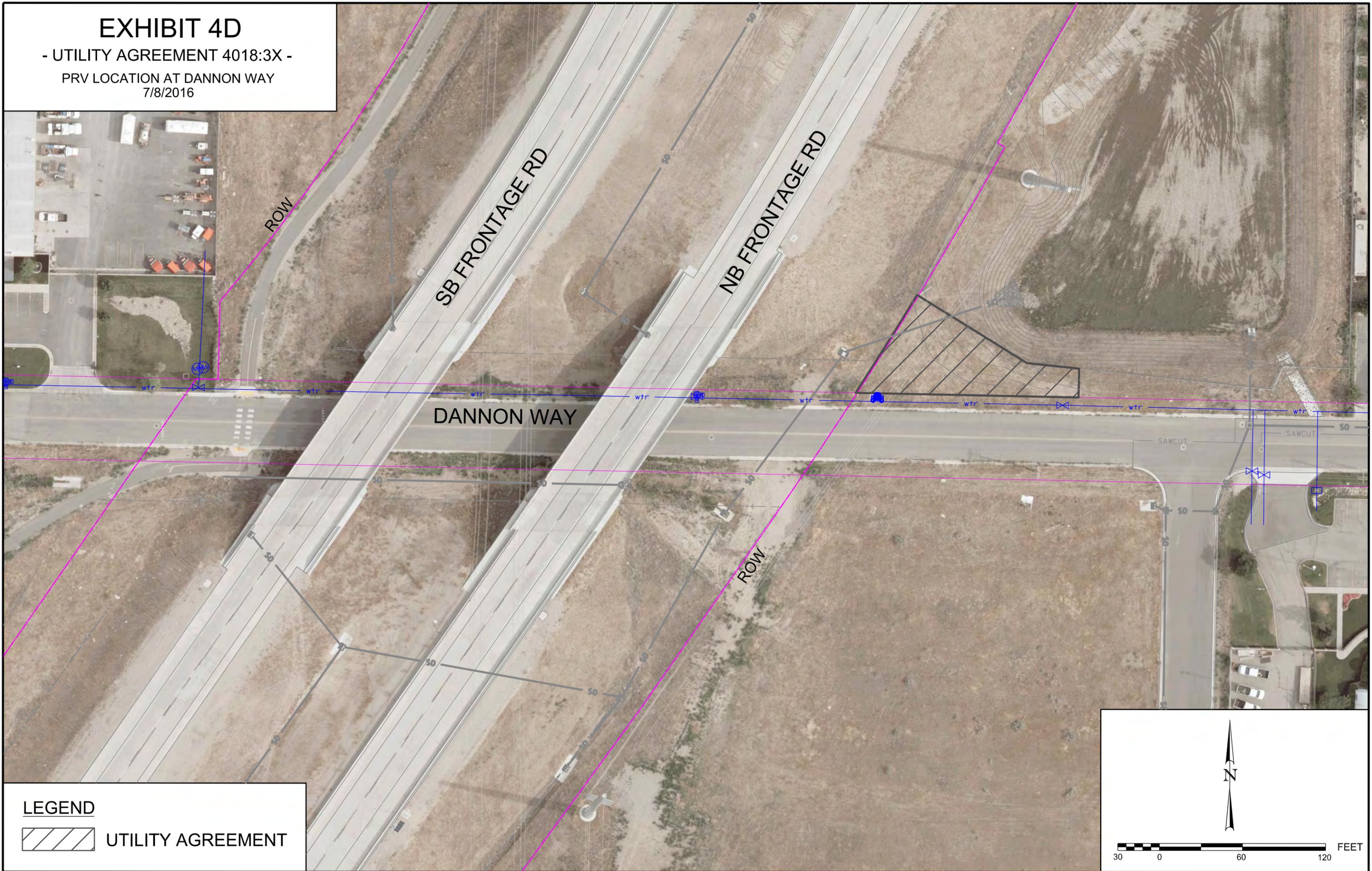


EXISTING CASING



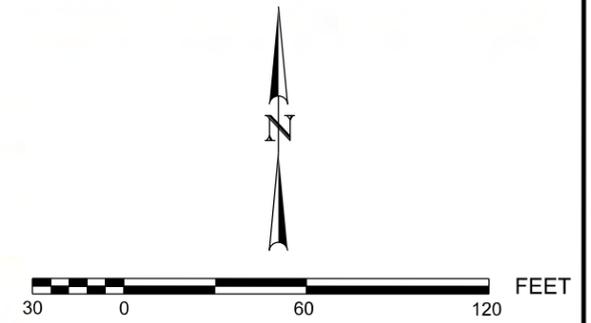
# EXHIBIT 4D

- UTILITY AGREEMENT 4018:3X -  
PRV LOCATION AT DANNON WAY  
7/8/2016



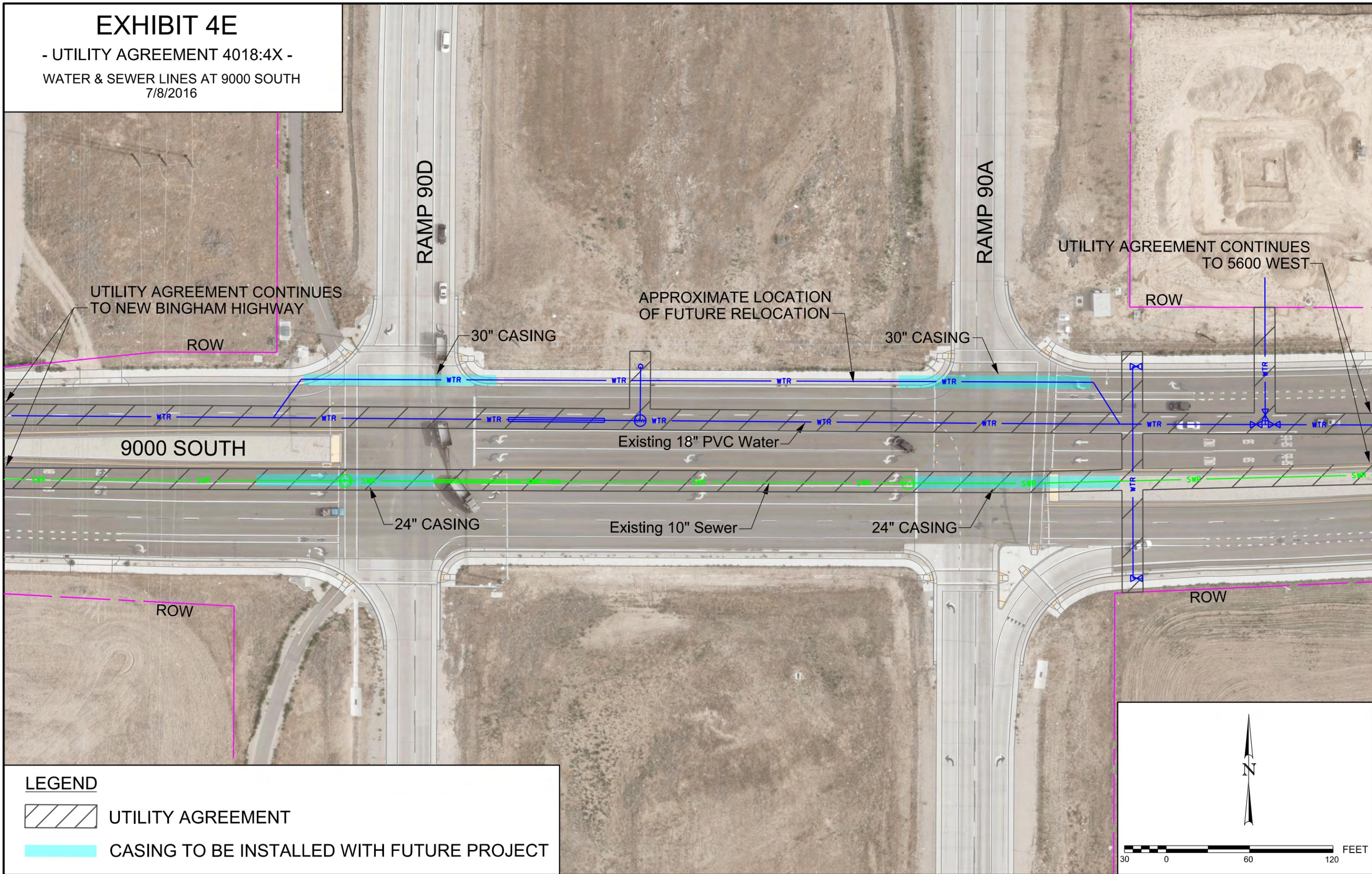
## LEGEND

 UTILITY AGREEMENT



# EXHIBIT 4E

- UTILITY AGREEMENT 4018:4X -  
WATER & SEWER LINES AT 9000 SOUTH  
7/8/2016



UTILITY AGREEMENT CONTINUES TO NEW BINGHAM HIGHWAY

ROW

RAMP 90D

30" CASING

APPROXIMATE LOCATION OF FUTURE RELOCATION

30" CASING

RAMP 90A

UTILITY AGREEMENT CONTINUES TO 5600 WEST

ROW

9000 SOUTH

Existing 18" PVC Water

24" CASING

Existing 10" Sewer

24" CASING

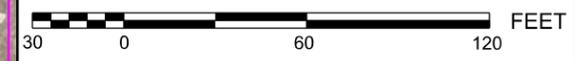
ROW

ROW

## LEGEND

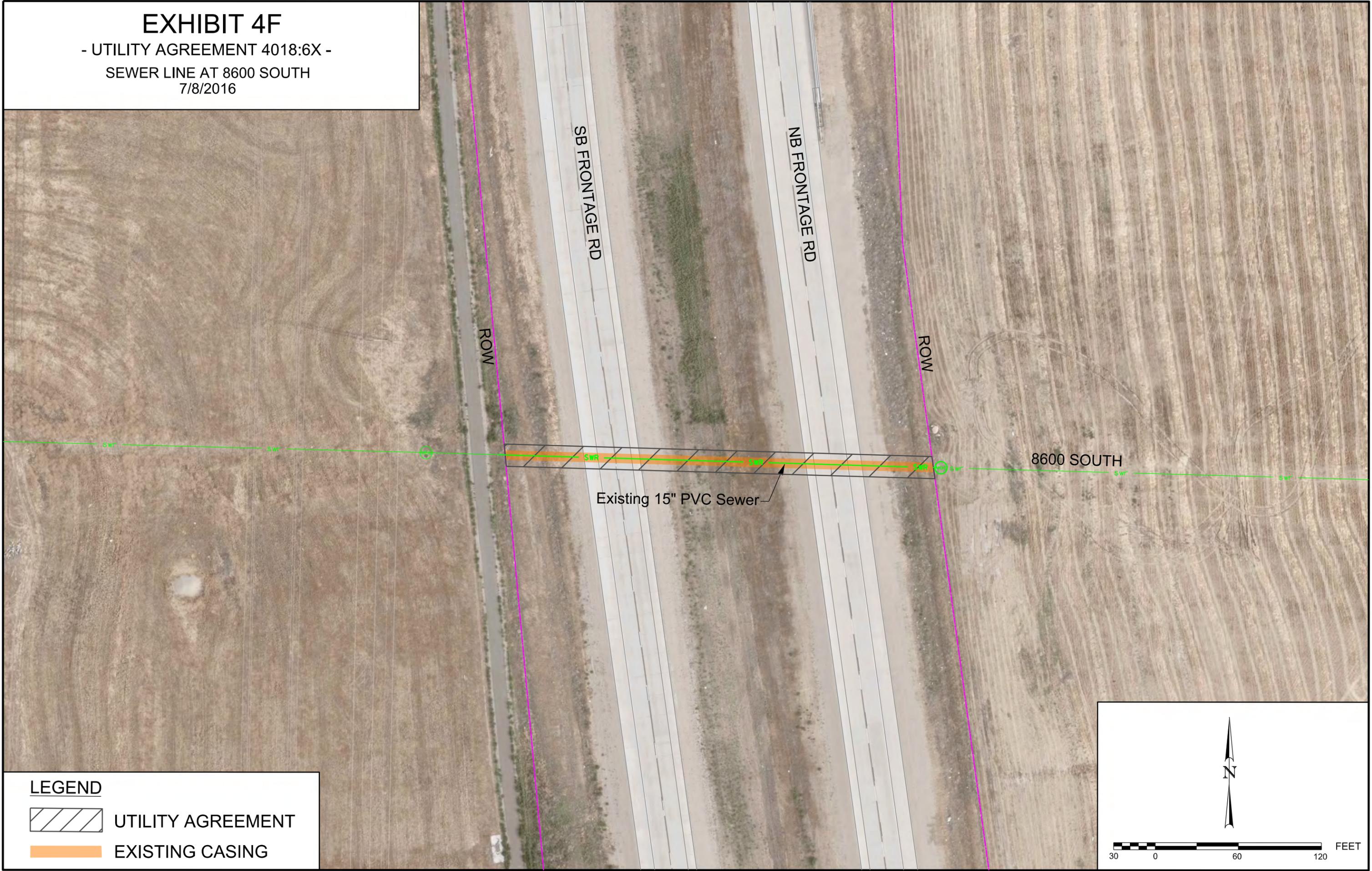
 UTILITY AGREEMENT

 CASING TO BE INSTALLED WITH FUTURE PROJECT



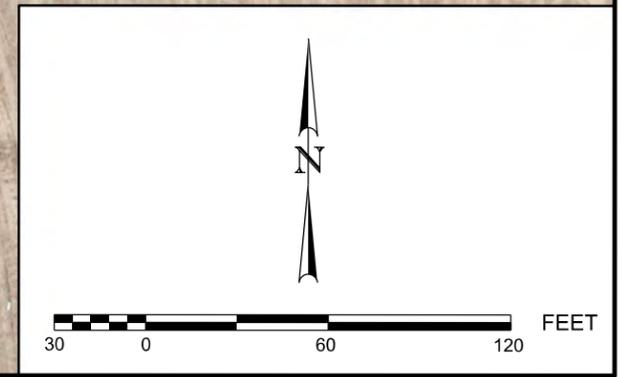
# EXHIBIT 4F

- UTILITY AGREEMENT 4018:6X -  
SEWER LINE AT 8600 SOUTH  
7/8/2016



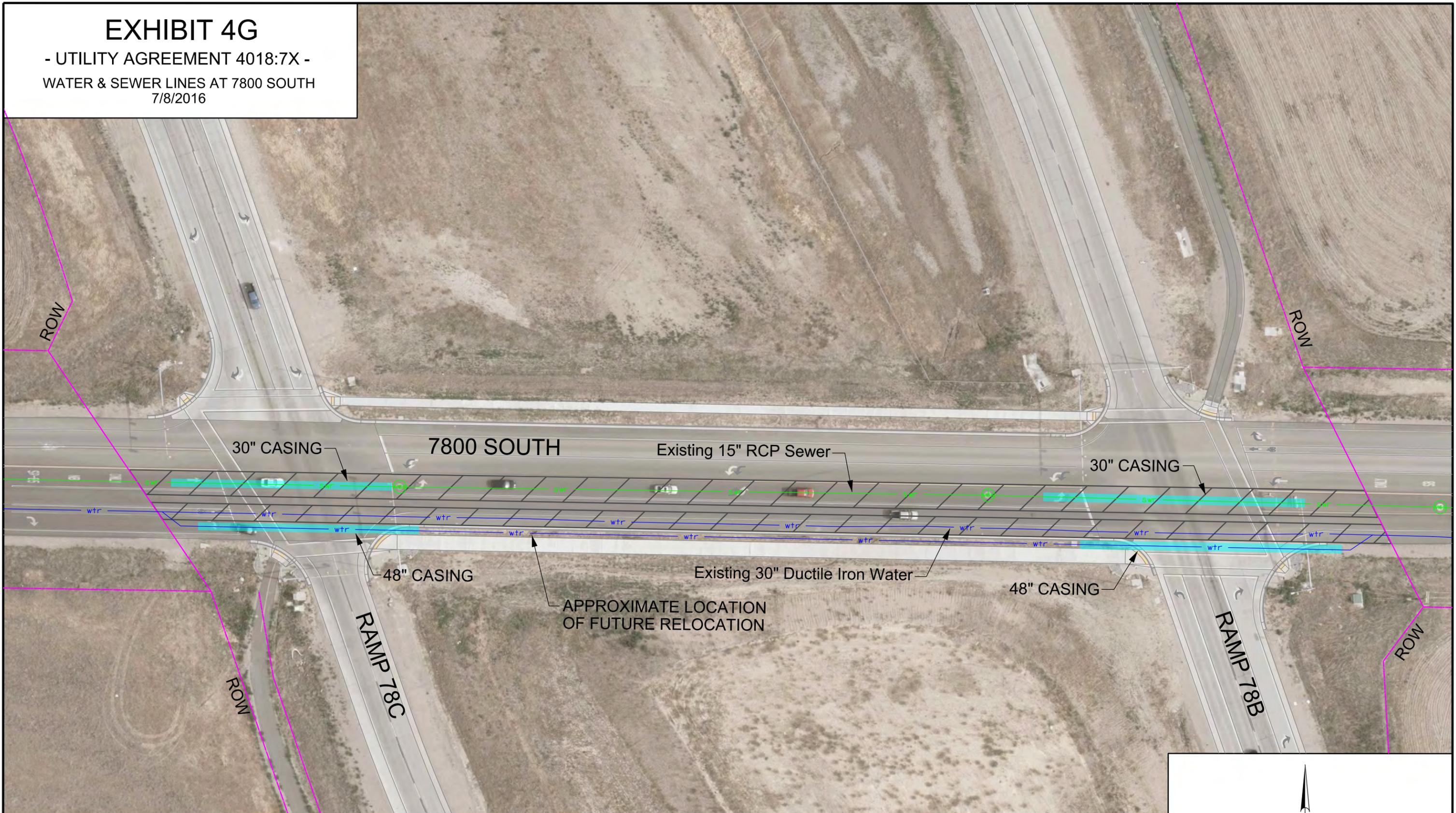
## LEGEND

-  UTILITY AGREEMENT
-  EXISTING CASING



# EXHIBIT 4G

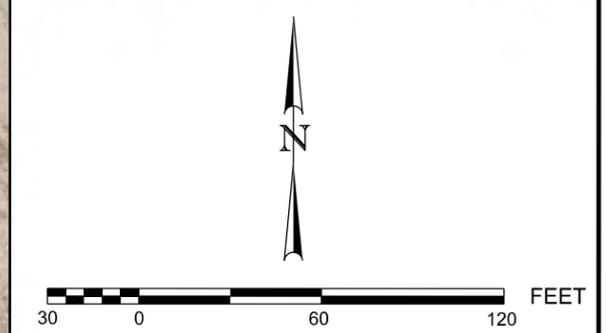
- UTILITY AGREEMENT 4018:7X -  
WATER & SEWER LINES AT 7800 SOUTH  
7/8/2016



## LEGEND

 UTILITY AGREEMENT

 CASING TO BE INSTALLED WITH FUTURE PROJECT

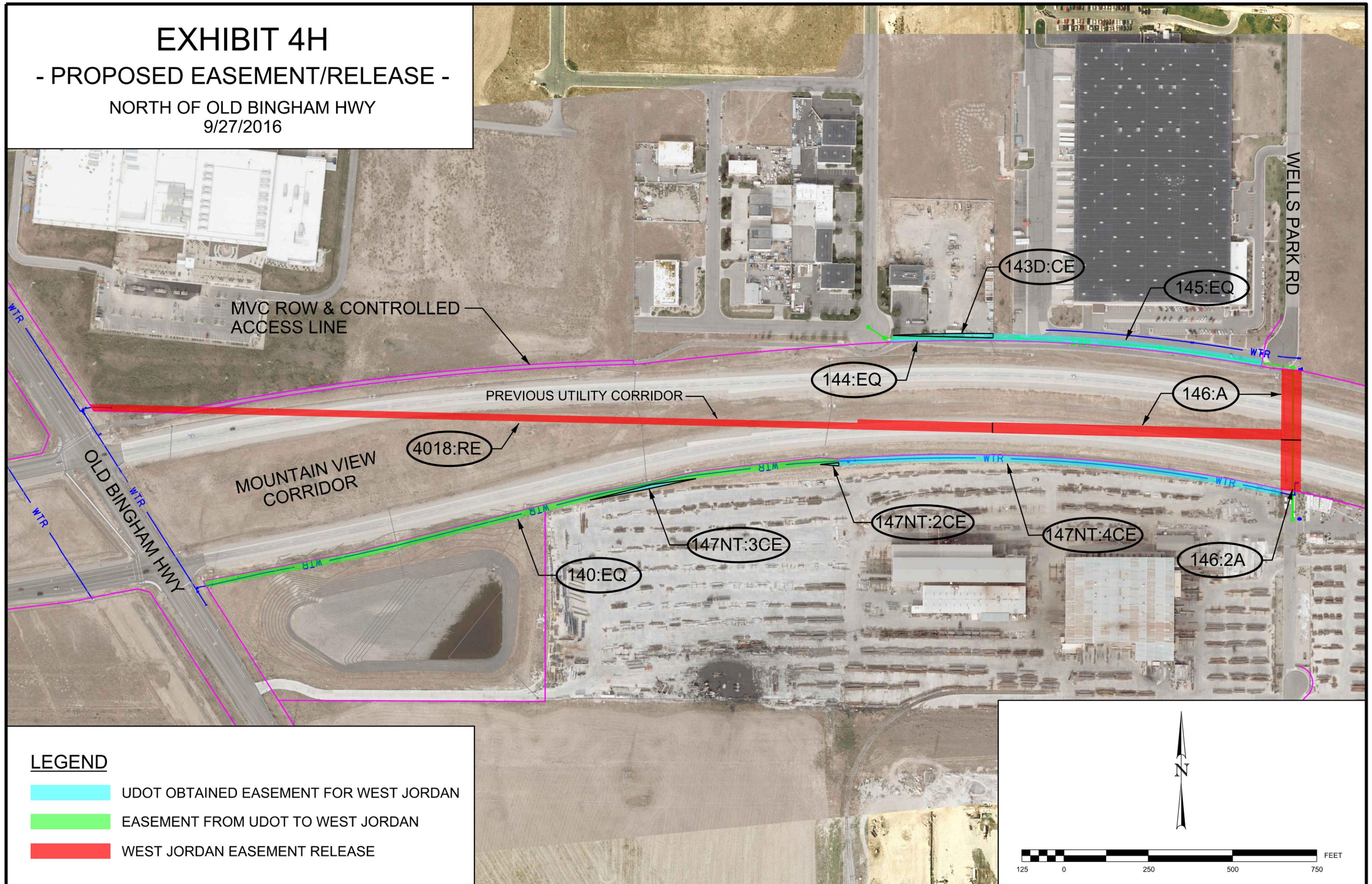


# EXHIBIT 4H

## - PROPOSED EASEMENT/RELEASE -

NORTH OF OLD BINGHAM HWY

9/27/2016



# EXHIBIT 4I

SURPLUS PROPERTY TO BE  
TRANSFERRED TO WEST JORDAN CITY

MVC PARCEL 148

8/24/2016

WJC EXISTING  
WELL SITE

MVC PARCEL 148 -  
SURPLUS PORTION

148:SAQ

MVC ROW LINE

MVC ROW LINE

MOUNTAIN VIEW CORRIDOR

DANNON WAY

WELLS PARK ROAD

## LEGEND



SURPLUS PROPERTY TRANSFER  
FROM UDOT TO WEST JORDAN

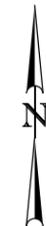


Exhibit 5  
Utility Agreement

# Exhibit 6

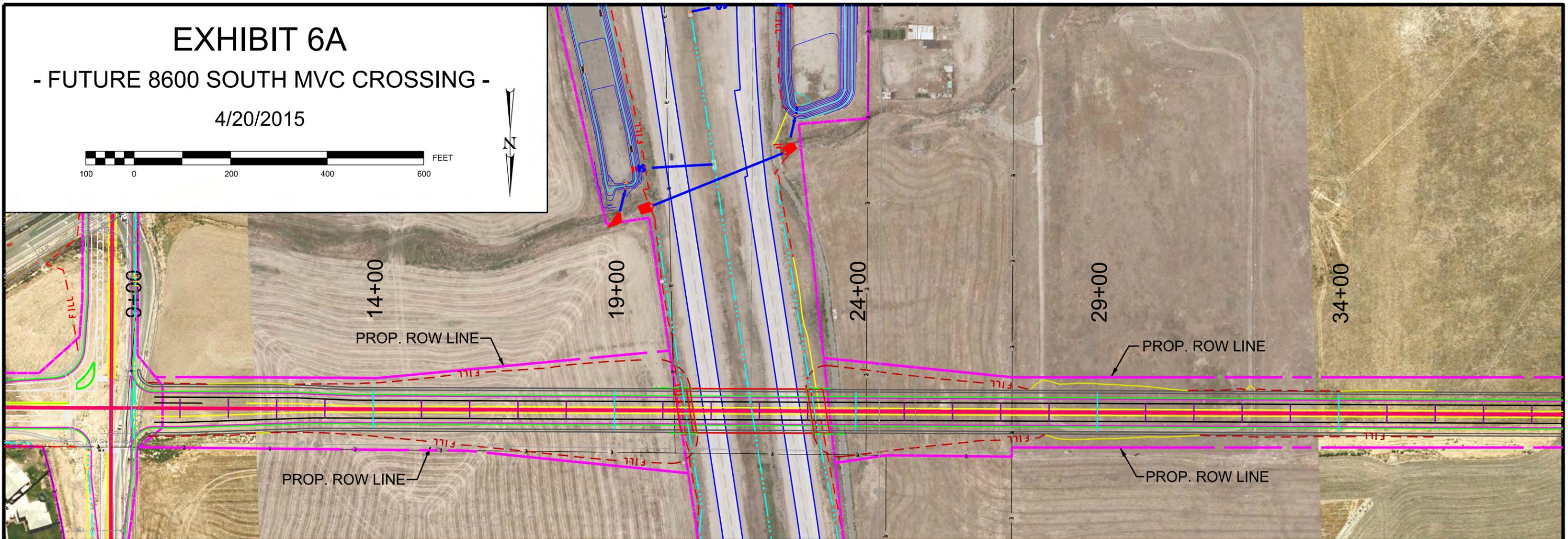
Future Non-Interchange Cross Streets

(8600 South, 7400 South)

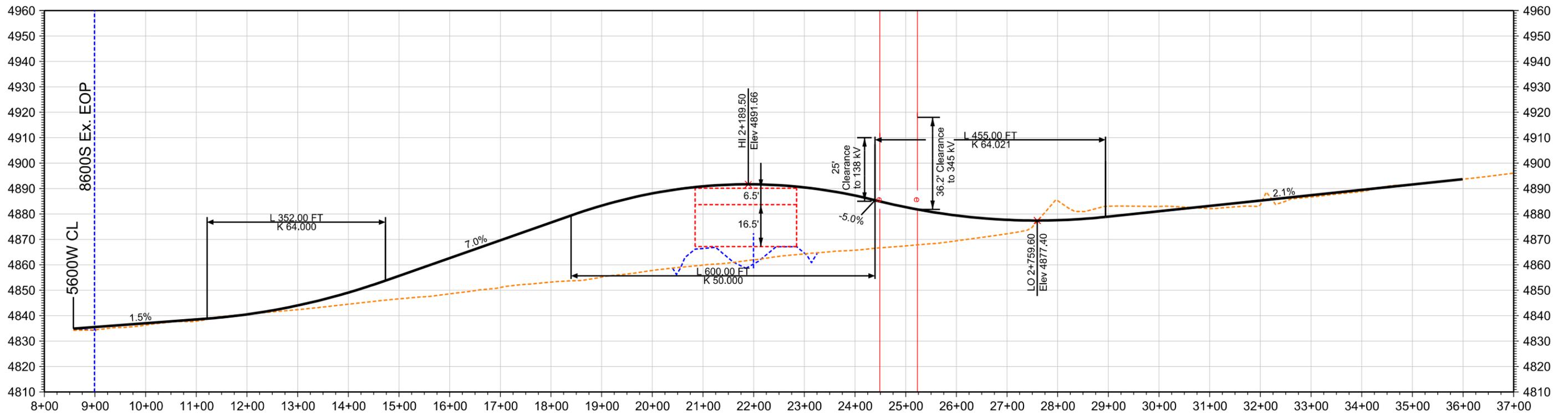
# EXHIBIT 6A

- FUTURE 8600 SOUTH MVC CROSSING -

4/20/2015

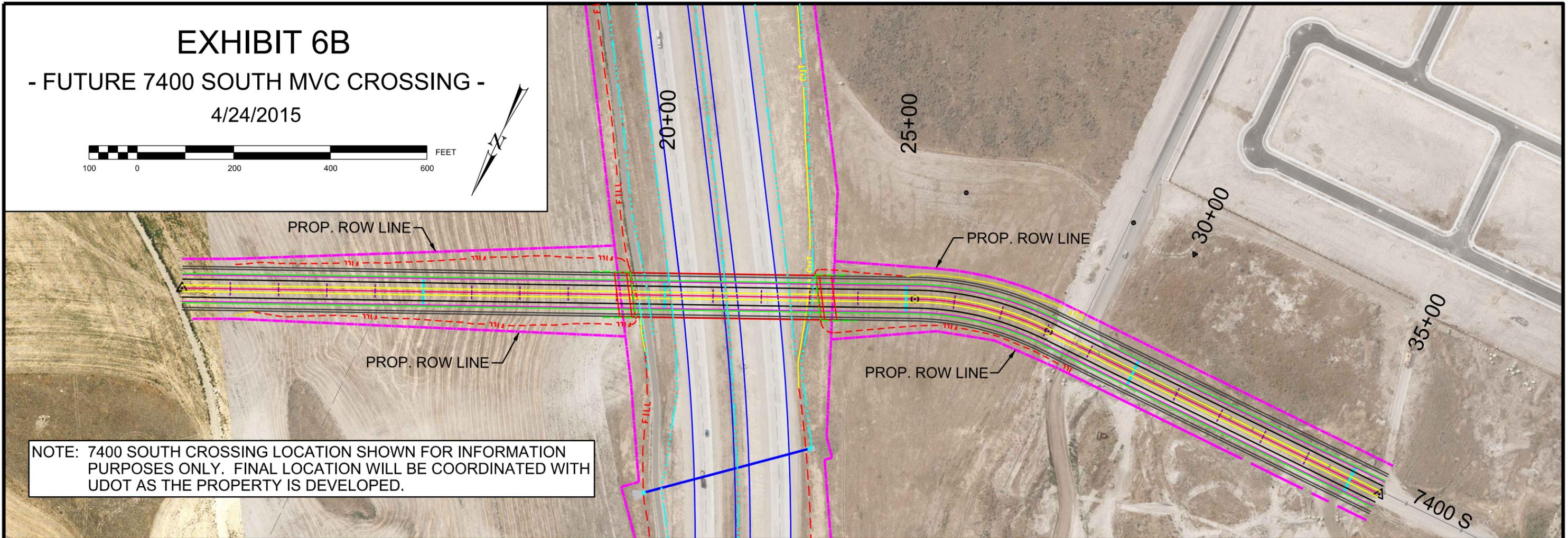


## PROFILE (5:1 EXAGGERATION)



# EXHIBIT 6B

- FUTURE 7400 SOUTH MVC CROSSING -  
4/24/2015



NOTE: 7400 SOUTH CROSSING LOCATION SHOWN FOR INFORMATION PURPOSES ONLY. FINAL LOCATION WILL BE COORDINATED WITH UDOT AS THE PROPERTY IS DEVELOPED.

## PROFILE (5:1 EXAGGERATION)

