

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND
ELK RIDGE CITY RELATED TO LOAFER MOUNTAIN PARKWAY/ ELK RIDGE
DRIVE**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT made and entered into the _____ day of _____, 2024 by and between Utah County, a political subdivision of the State of Utah, hereinafter referred to as County, and Elk Ridge City, a political subdivision of the State of Utah, hereinafter referred to as Entity.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (Act), Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of Entity and County and,

WHEREAS, the parties to this Agreement are public agencies as defined in the Act; and

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until terminated, but is no longer than 3 years from the date of this Agreement. This Agreement shall not become effective until it has been

reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney's Office and the attorney for Elk Ridge City. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, County, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times.

Section 3. PURPOSES

This Agreement has been established and entered into between the County and Entity for the construction of Loafer Mountain Parkway/ Elk Ridge Drive (Road) which may include construction of various utility appurtenances and other improvements which benefit the Entity, that the Entity desires to have the County include in the design and construction of the project.

Section 4. PARTIES RESPONSIBILITIES

1. COUNTY shall:

- Provide the utility and roadway design requested by ENTITY
- Provide and install utility and roadway improvements requested by ENTITY as part of the Road project, as more fully described in construction plans.
- Allow ENTITY to place utility improvements within the COUNTY right-of-way including, but not limited to, water, sewer, irrigation, and storm drain.

2. ENTITY shall:

- Provide written acceptance or ~~denial~~rejection of the design within 14 calendar days of receipt of final construction drawings.
- Pay \$225,000 for the design and construction of the water line and roadway improvements. ENTITY shall make payments to COUNTY as invoiced for the design, inspection, and construction of improvements. Payment shall be made within 30 days of invoice.

Section 5. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty (60) days after providing written notice of termination to the other parties. The Parties of this Agreement agree to bring current, prior to termination, any financial obligation contained herein.

Section 6. INDEMNIFICATION

The Entity and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. ' ' 63G-7-101, et seq. (GIAU). Subject to the provisions of the GIAU, the Entity and County agree to indemnify and hold harmless the other party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that party, its officers, agents or employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the Entity or the County under the GIAU.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Agreement shall be placed on file in the office of the County

Clerk/Auditor of County and with the official keeper of records of Entity, and shall remain on file for public inspection during the term of this Agreement.

Section 8. ADOPTION REQUIREMENTS

This Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 9. AMENDMENTS.

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 10. SEVERABILITY

If any term or provision of the Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 11. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court

interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

Section 12. HEADINGS

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their addresses first above written, or at such other addresses as may be designated by notice given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 16. GOVERNING LAW

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

UTAH COUNTY

Authorized and passed on this ____ day of July 2024,

**BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH**

BRANDON B. GORDON, Chair

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

By: _____
Deputy

APPROVED AS TO FORM AND LEGALITY:
JEFFREY S. GRAY
Utah County Attorney

By: _____
Deputy County Attorney

ELK RIDGE CITY

Authorized and passed on the _____ day of

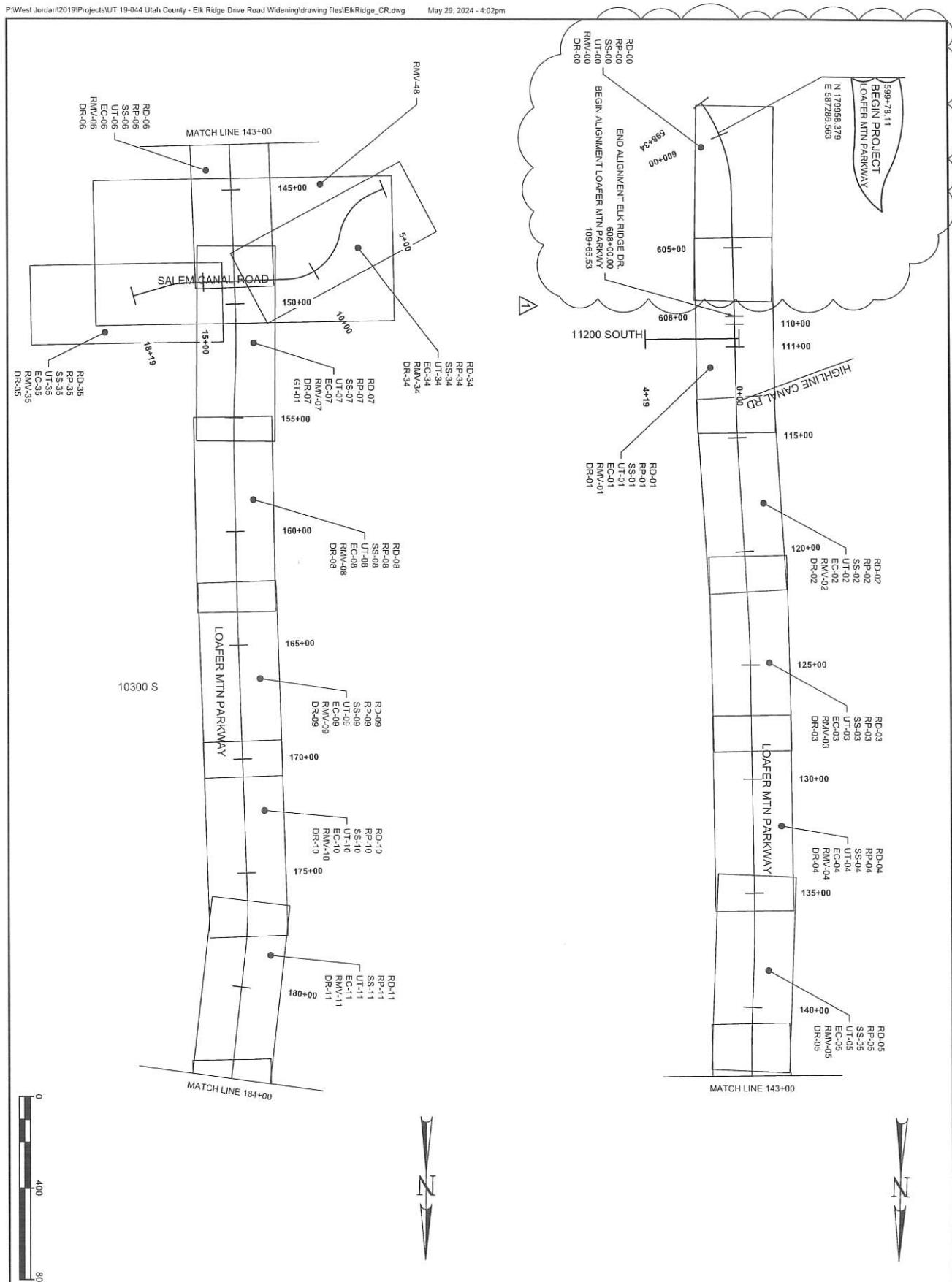
_____, 2024.

By: _____
Mayor

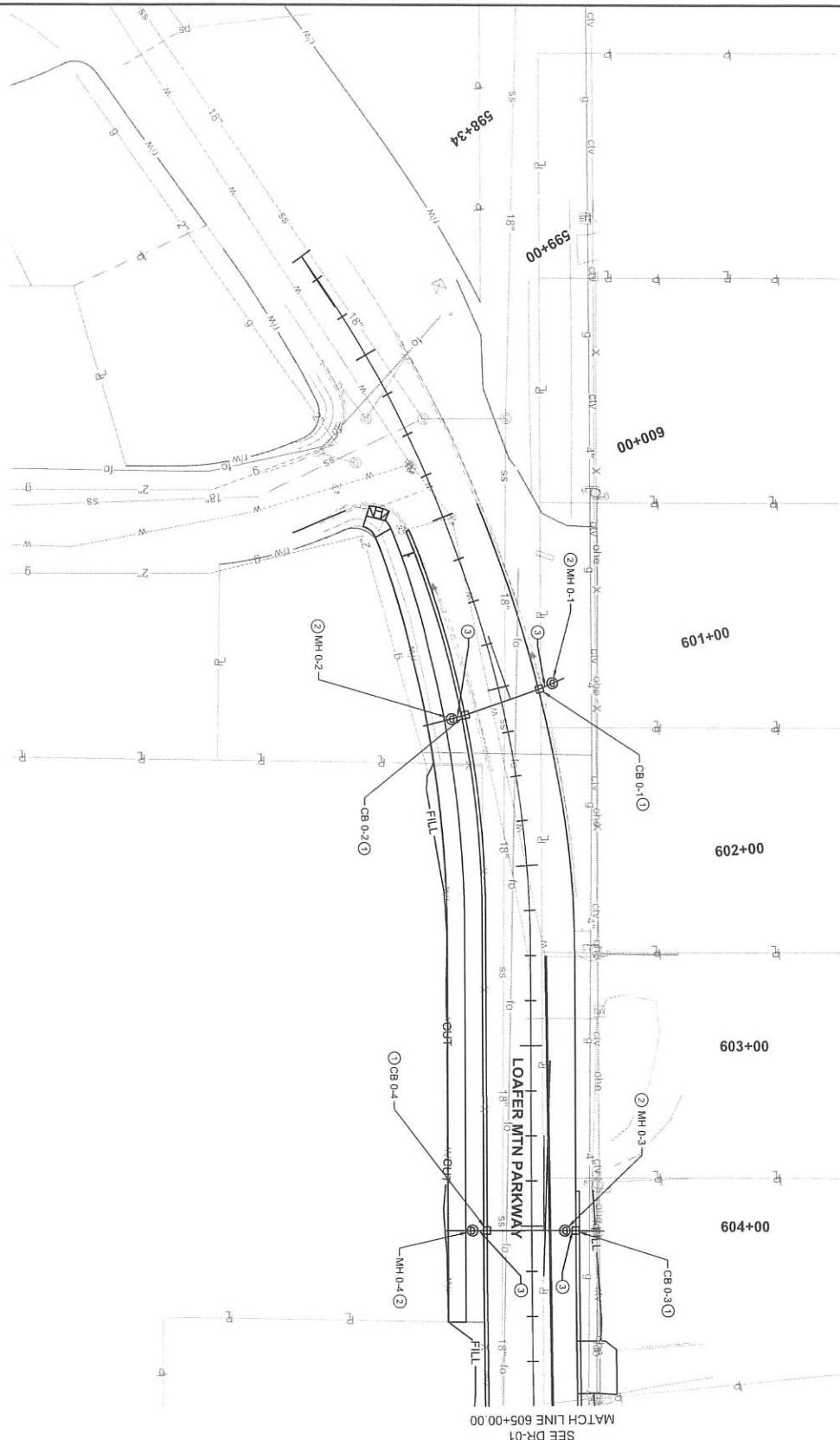
ATTEST: _____
City Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

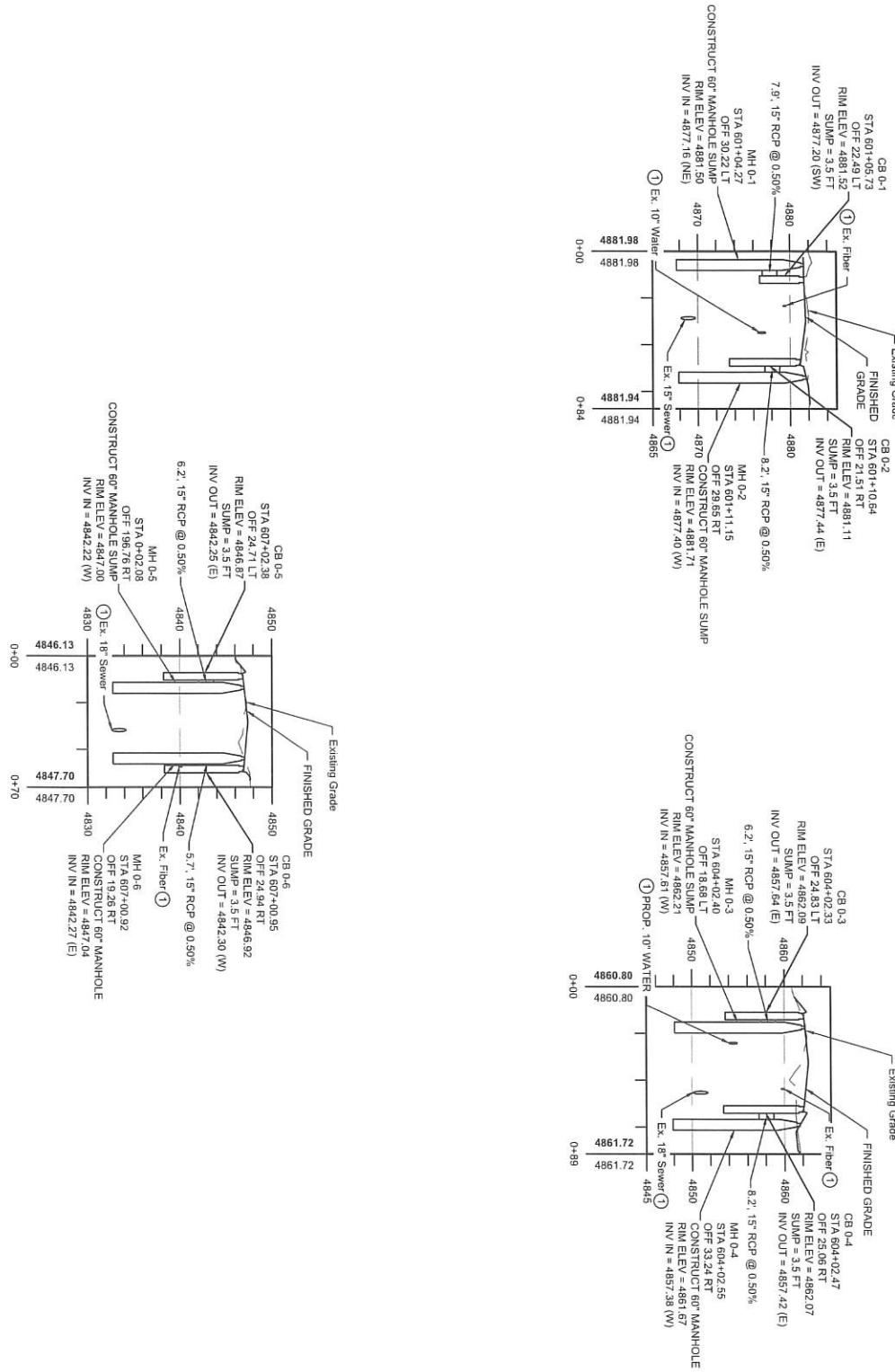
By: _____
City Attorney



- (1) INSTALL CURB INLET BOX PER ELK RIDGE CITY STDS. DRAWING NO. SD1 WITH 18" BMP SNOOT & 3.5' SUMP
- (2) INSTALL MANHOLE SUMP PER ELK RIDGE CITY STDS. DRAWING NO. SD2
- INSTALL 15" CONCRETE PIPE PER ELK RIDGE CITY STDS. DRAWING NO. SD1 & SD2

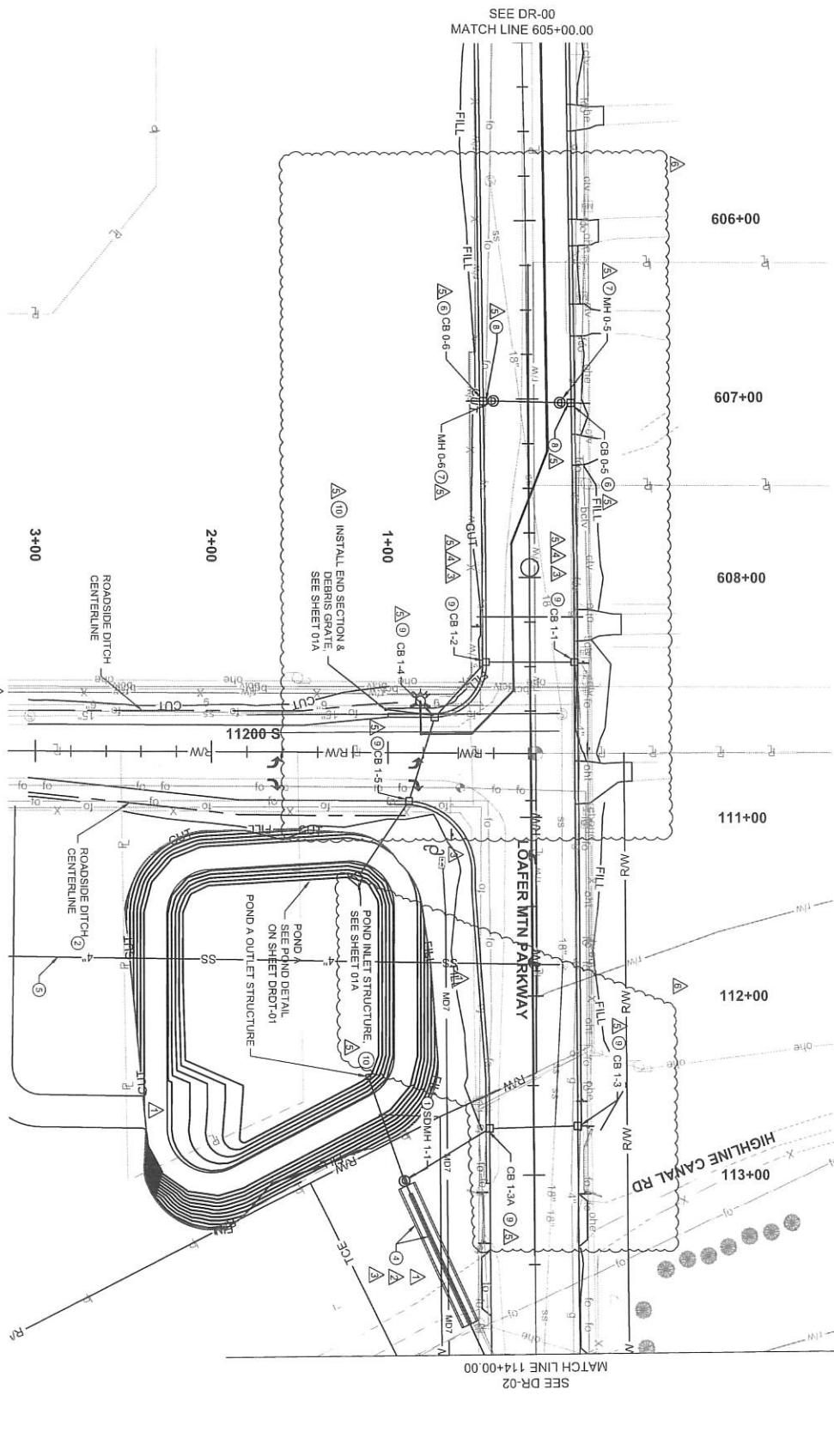


PROJECT	LOAFER MTN PKWY PROJECT		PEC PROJECT ENGINEERING CONSULTANTS 985 West 9000 South West Jordan, Utah 84088 Tel: 801-495-4240 <i>Jt</i> PROFESSIONAL ENGINEER	PUBLIC WORKS DEPARTMENT 2055 South State Street Provo, Utah 84606 Tel: 801-851-5600 Utah County HEART of UTAH				
PROJECT NUMBER	UT-19-044				DATE	DRAWN BY	CHECKED BY	RELEASER FOR CONSTRUCTION
SHEET	DRAINAGE	DR-00	05/28/24	LRM	BS	NO	NO	LM 5/28/24 BY DATE



① PROPOSED & EXISTING CROSSING UTILITIES LOCATIONS ARE APPROXIMATE

- 1 SEE DRAINAGE STRUCTURE SCHEDULE ON SHEET DRDT-4 AND DRDT-5
- 2 SEE TYPICAL SECTION ON SHEETS TS-01 TO TS-15
- 3 SEE DRAINAGE INLET DETAIL 9 ON DRDT-09
- 4 INSTALL NEW 24" STEEL CASING PIPE. PLACE 3" CLAY LINER IN THE AREA OF DISTURBANCE OF HIGHLINE CANAL
- 5 PROPOSED SEWER LATERAL FOR FUTURE TRAILHEAD. SEE UT-01 FOR DETAILS. MAINTAIN MIN. 4' COVER



SHEET DR-01

LOAFER MTN PKWY PROJECT

UT-19-044

DRAINAGE



PROJECT ENGINEERING CONSULTANTS
965 West 9000 South
West Jordan, Utah 84068
Tel. 801-455-4240

[Signature]

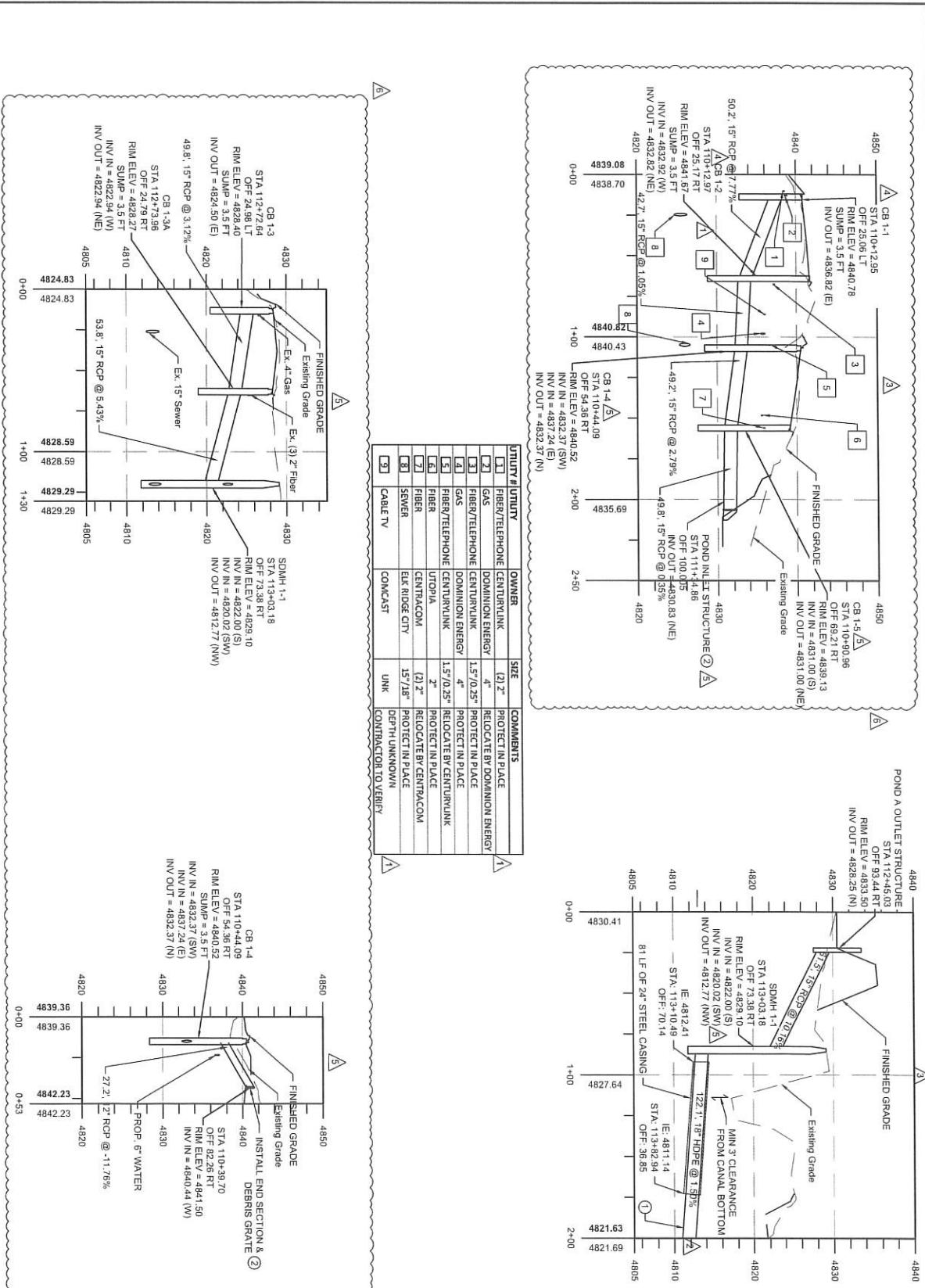
PROFESSIONAL ENGINEER



PUBLIC WORKS DEPARTMENT
2855 South State Street
Provo, Utah 84606
Tel. 801-951-6600

5	UPDATE CATCH BASINS	BS	05/24/24
5	UPDATE DRAINAGE	BS	05/19/24
4	UPDATE DRAINAGE	BS	04/10/24
3	UPDATE DRAINAGE	BS	01/25/24
2	CHANGE PIPE SIZE	BS	01/05/24
NO	REVISIONS	BY	DATE

05/28/24 BS JB



① INSTALL SOLID WALL, FUSED HOPE, DR 32.5

② INSTALL CONCRETE END SECTION PER UDOT STANDARD DRAWING DG 8

LOAFER MTN
PKWY PROJECT



PROJECT ENGINEERING CONSULTANTS
985 West 9000 South
West Jordan, Utah 84098
Tel: 801-495-4240

PROFESSIONAL ENGINEER

Utah County
HEART of UTAH

PUBLIC WORKS DEPARTMENT
2355 South State Street
Provo, Utah 84606
Tel: 801-851-5600

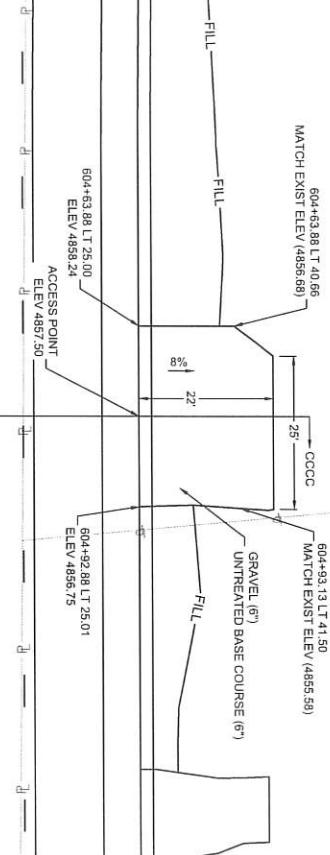
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5	UPDATE DRAINAGE	JB	05/20/24
4	UPDATE DRAINAGE	BS	04/10/24
3	MOVED CATCH BASINS, CHANGED CASING LENGTH	BS	2/1/2023
2	CHANGED PIPE SIZE, SLOPE, ADDED STEEL CASING	BS	2/1/2023
1	UTILITIES ADDED	JW	11/15/23
	REVISIONS	BY	DATE

PROJECT
NUMBER

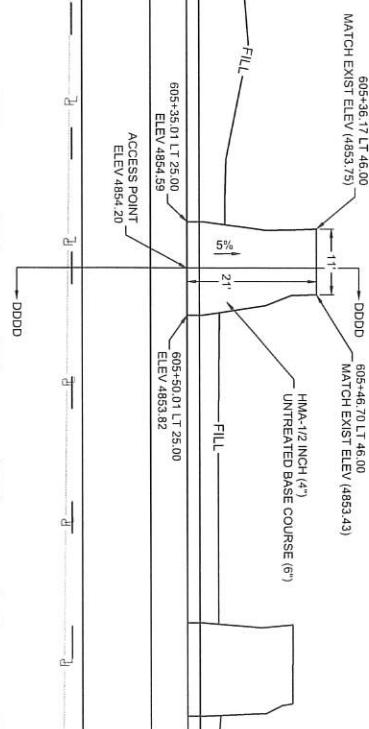
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DW DOC

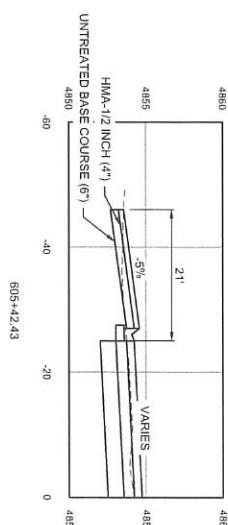
DRIVEWAY
604+78.38, PROJECT BEGINNING



DRIVEWAY
, PROJECT BEGINNING



SECTION DDDD-DDDD



SECTION CCCC-CCCC

S-1 DTR-102	LOAFER MTN PKWY PROJECT <hr/> PROJECT NUMBER UT-19-044 <hr/> DETAILS	 EPEC PROJECT ENGINEERING CONSULTANTS 985 West 9000 South West Jordan, Utah 84088 Tel: 901-495-4242 <hr/> <i>Derek W. Hatfield</i> PROFESSIONAL ENGINEER
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PROJECT ENGINEERING CONSULTANTS
986 West 9000 South
West Jordan, Utah 84088
Tel: 801-495-4240

W. Hatfield

SIONAL ENGINEER

Utah County
HEART of UTAH

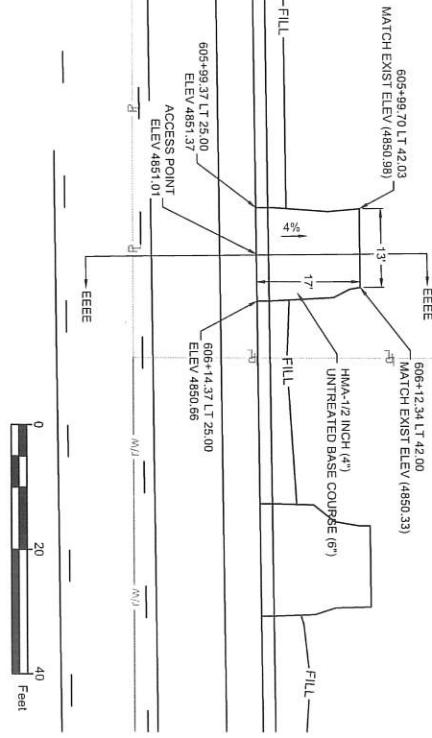
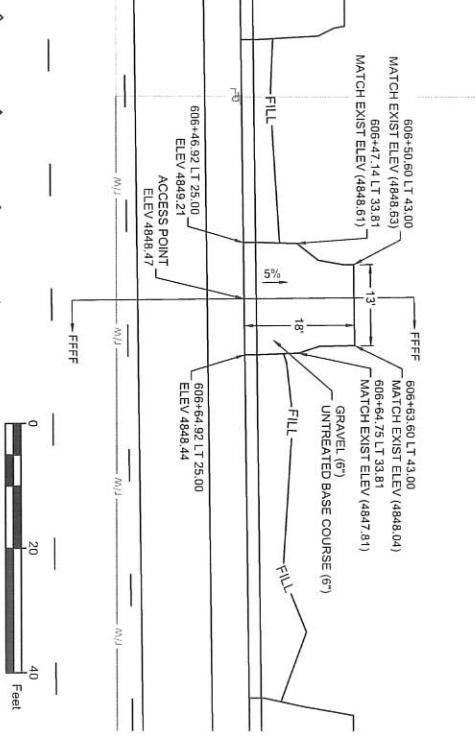
PUBLIC WORKS DEPARTMENT
2655 South State Street
Provo, Utah 84606
TEL: 801-851-8600

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NO.	REVISIONS	BY	DATE

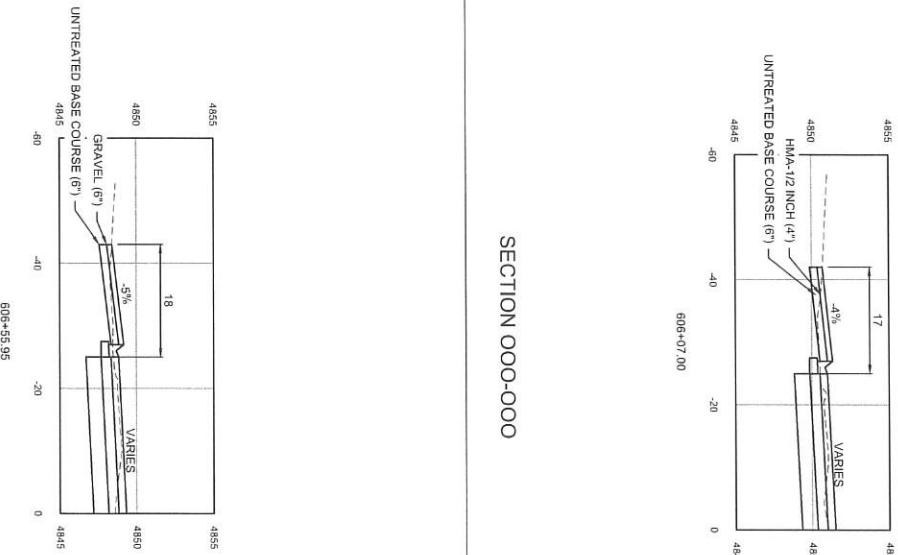
DW
01B 606+07.00, PROJECT BEGINNING

A circular logo containing the text "DW" at the top and "01C" at the bottom, separated by a vertical line.

DRIVEWAY



SECTION 000-000



SECTION FFFF-FFFF

SHEET D-1-1 (11)	LOAFER MTN PKWY PROJECT		 PEC <small>PROJECT ENGINEERING CONSULTANT</small> 565 West 9000 South West Jordan, Utah 84088 Tel: 801-495-2420
PROJECT NUMBER	UT-19-044		
DETAILS			



PROJECT ENGINEERING CONSULTANTS
986 West 9000 South
West Jordan, Utah 84088
Tel. 801-495-4240

Derek W Hatfield
PROFESSIONAL ENGINEER



PUBLIC WORKS DEPARTMENT
2855 South State Street
Provo, Utah 84606
Tel. 801-851-8600

PUBLIC WORKS DEPARTMENT
2855 South State Street
Provo, Utah 84606
Tel. 801-851-8600

WH 1 RELEASED FOR CONSTRUCT
NO REVISIONS

RMP	5/28/24
BY	DATE

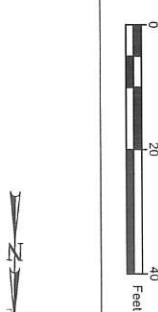
DW
01D

DRIVEWAY
607+29.00, PROJECT BEGINNING

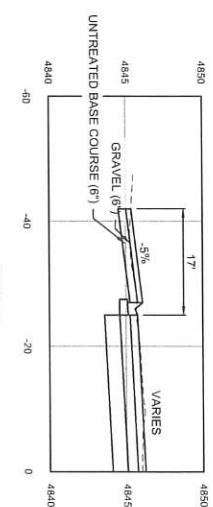


DW
01E

DRIVEWAY
109+92.12, PROJECT BEGINNING



SECTION GGGG-GGGG



SECTION HHHH-HHHH

LOAFER MTN
PKWY PROJECT



PROJECT ENGINEERING CONSULTANTS
586 West 900 South
West Jordan, Utah 84088
Tel: 801-495-4240

Derek W. Hatfield
PROFESSIONAL ENGINEER

UT-19-044



Utah County
HEART of UTAH

PUBLIC WORKS DEPARTMENT
2855 South State Street
Provo, Utah 84606
Tel: 801-851-9600

DATE 05/28/24 DRAWN BY RMP CHECKED BY DWH

1 NO RELEASED FOR CONSTRUCTION

REVISIONS

BY DATE

DETAILS

DT-00

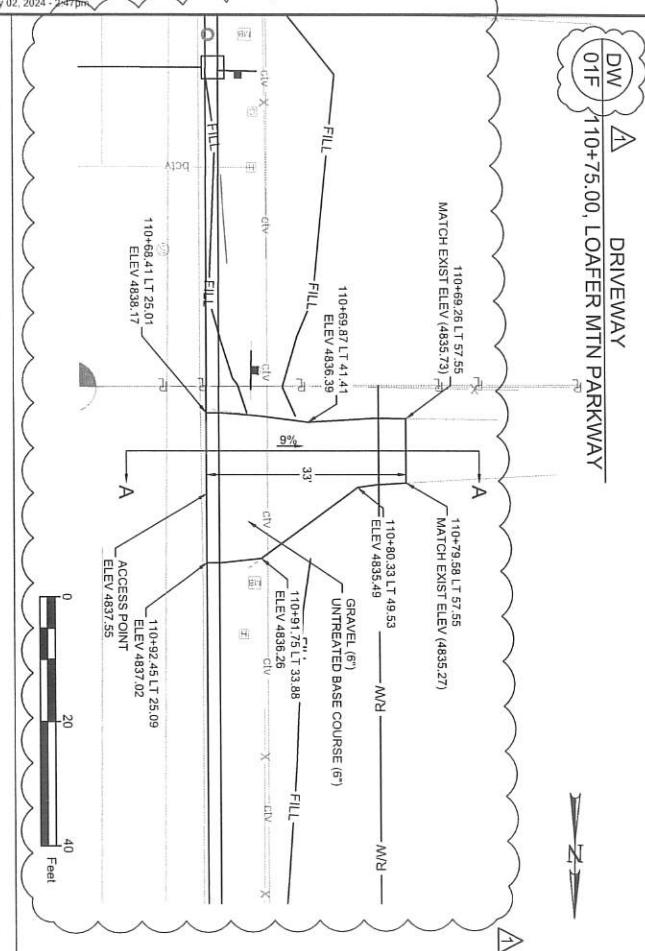
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01F

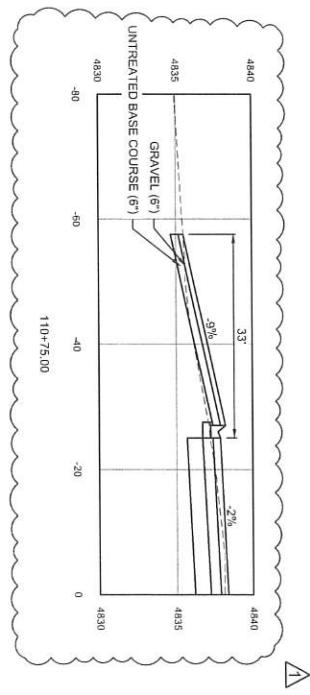
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DRIVEWAY

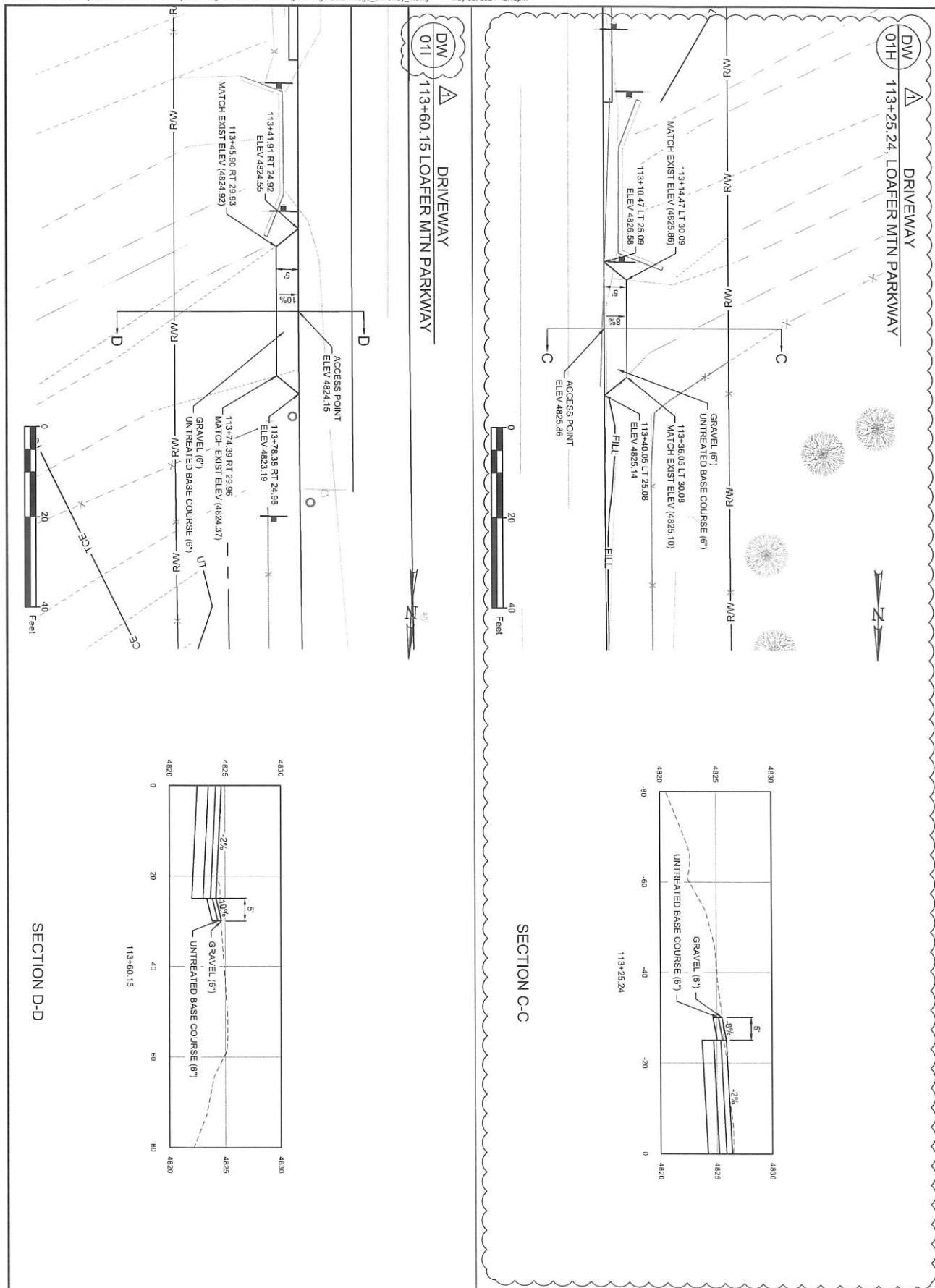
110+75.00, LOAFER MTN PARKWAY



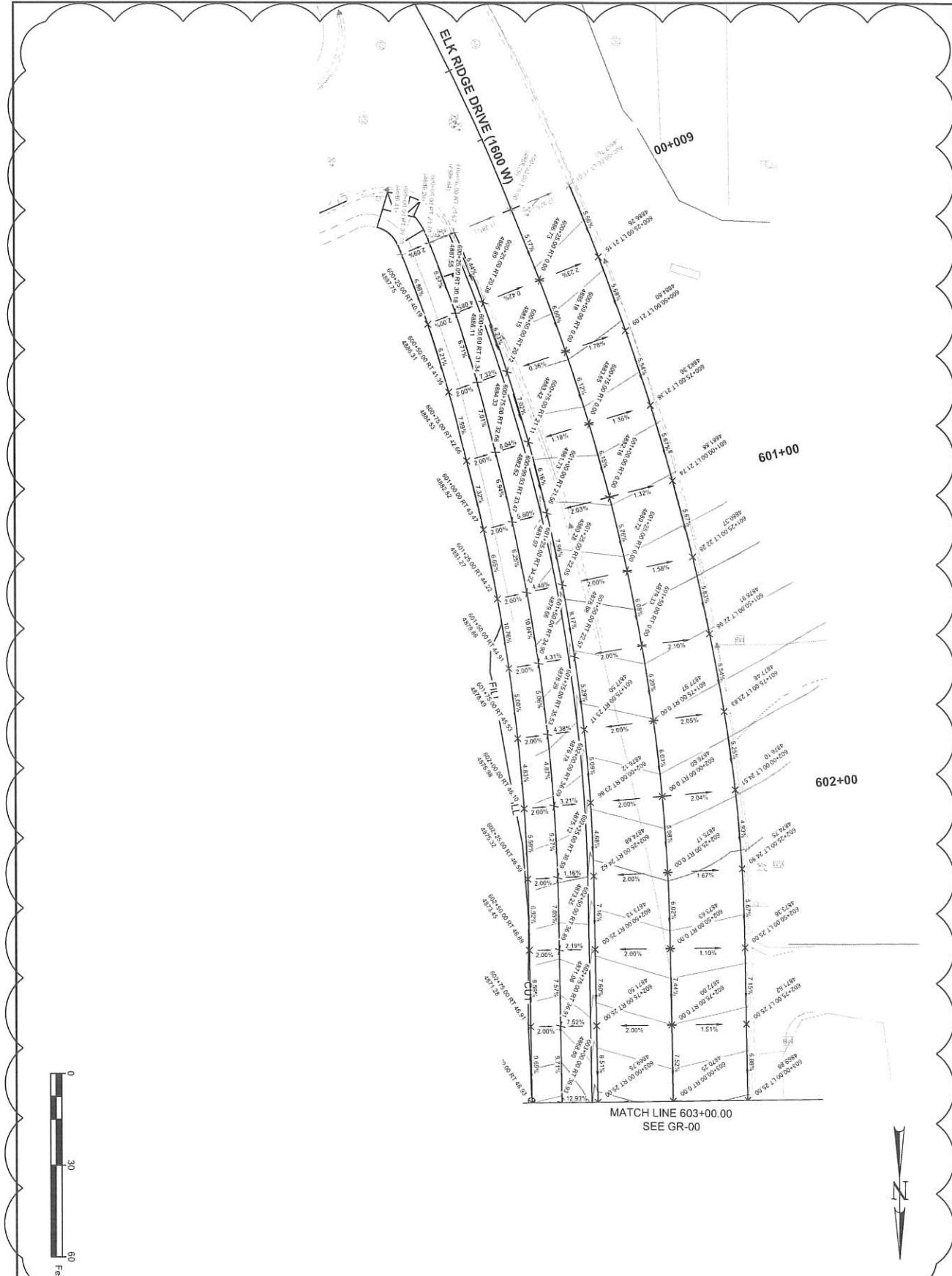
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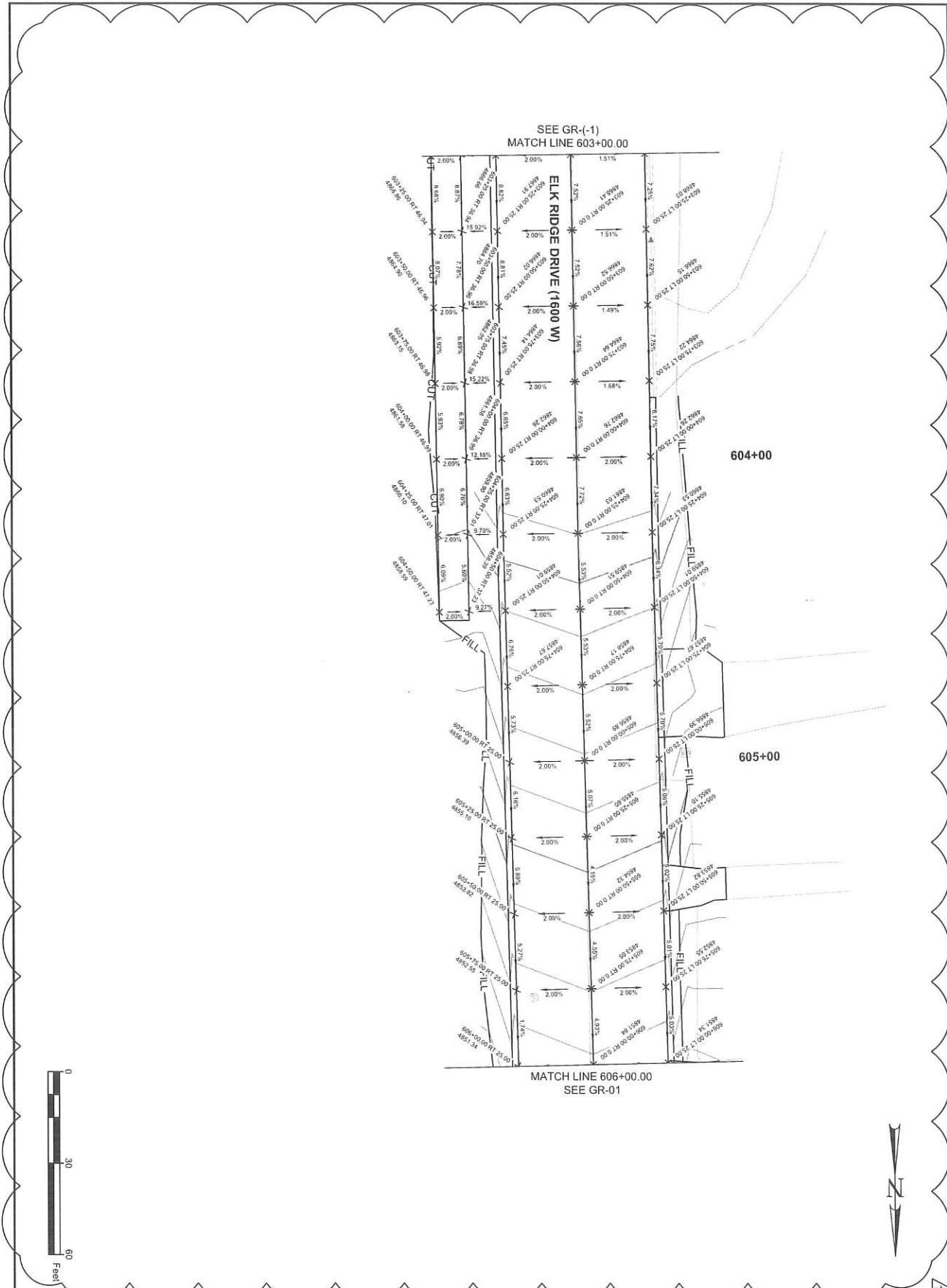
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DETAILS	UT-19-044	Derek W. Hatfield PROFESSIONAL ENGINEER	DATE 05/28/24 DRAWN BY RMP CHECKED BY DWH	1 UPDATED DRIVEWAYS DESIGN AND NUMBERING NO REVISIONS	CD 5/19/24 BY DATE



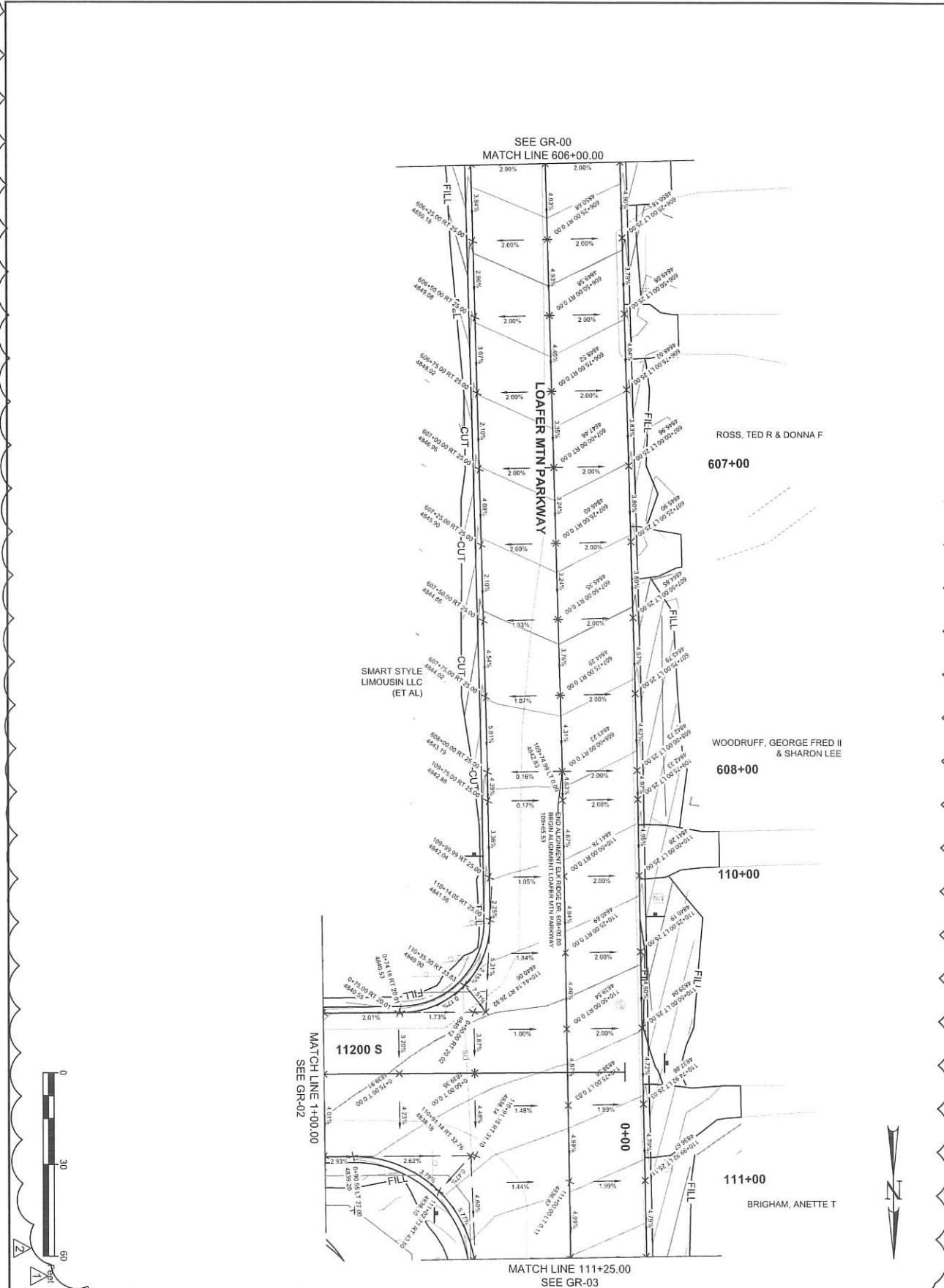
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	PROJECT NUMBER	UT-19-044	<u>Derek W. Hatfield</u> PROFESSIONAL ENGINEER		DATE	05/28/24	DRAWN BY	RMP	CHECKED BY	DWH	DRIVEWAYS RENUMBERED	DESIGN UPDATED
		DETAILS			NO						REVISIONS	BY DATE



PROJECT		LOAFER MTN PKWY PROJECT	PROJECT ENGINEERING CONSULTANTS		PUBLIC WORKS DEPARTMENT				
PROJECT NUMBER	UT-19-044	EPEC PROJECT ENGINEERING CONSULTANTS 565 West 9000 South West Jordan, Utah 84098 Tel: 801-465-4240		Utah County HEAR™ at UTAH		DATE	DRAWN BY	CHECKED BY	RELEASED FOR CONSTRUCTION
GR-1-1	GRADING	<i>Deval W Hatfield</i> PROFESSIONAL ENGINEER		05/28/24	RMP	DWH	NO	RMP 5/28/24	
									REVISIONS BY DATE



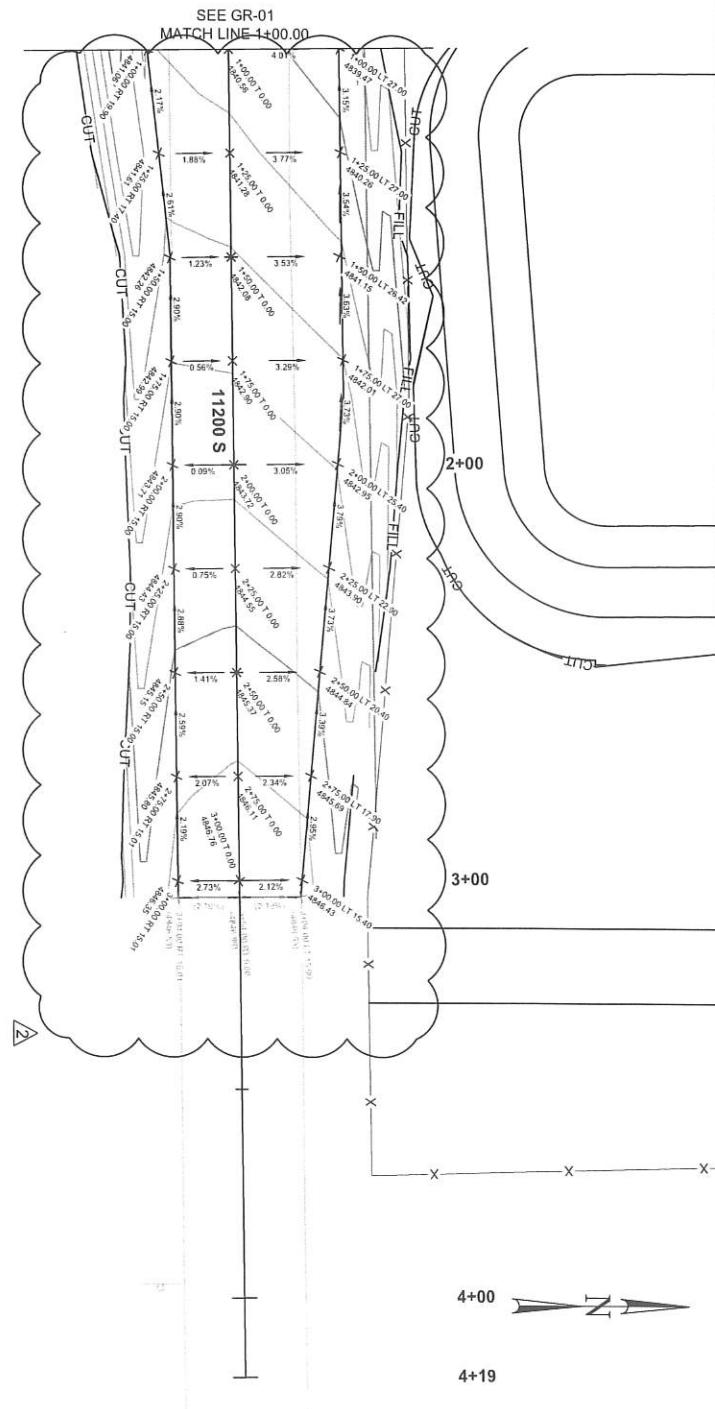
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GRADING	Derek W. Hatfield PROFESSIONAL ENGINEER	DATE 05/28/24 DRAWN BY RMP CHECKED BY DWH 1 NO RELEASED FOR CONSTRUCTION RMP 5/28/24 REVISIONS BY DATE					

SHEET
GR-01PROJECT
PKWY PROJECTPROJECT ENGINEERING CONSULTANTS
985 West 8000 South
West Jordan, Utah 84098
Tel: 801-495-4240Derek W. Hatfield
PROFESSIONAL ENGINEERPROJECT NUMBER
UT-19-044

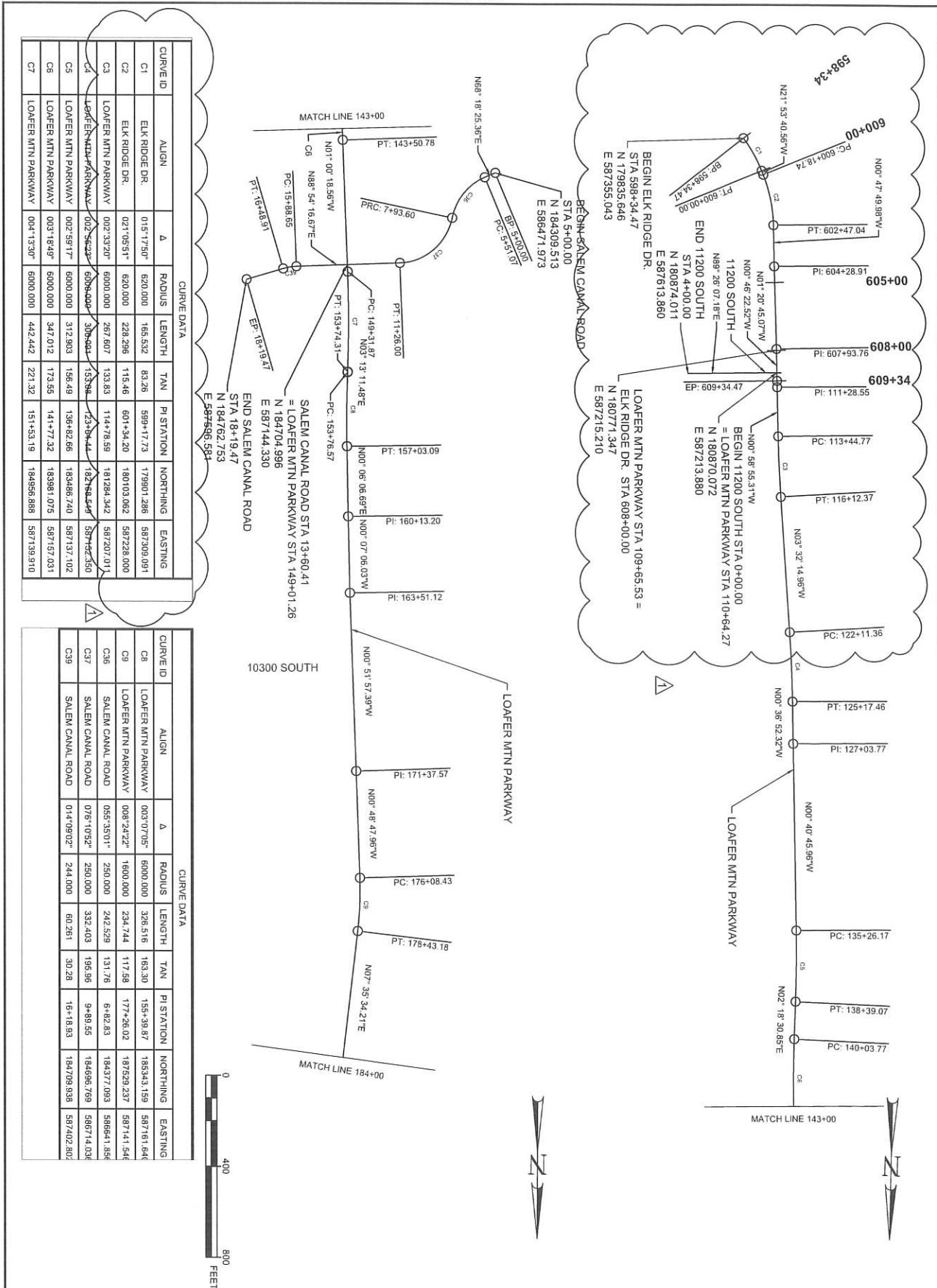
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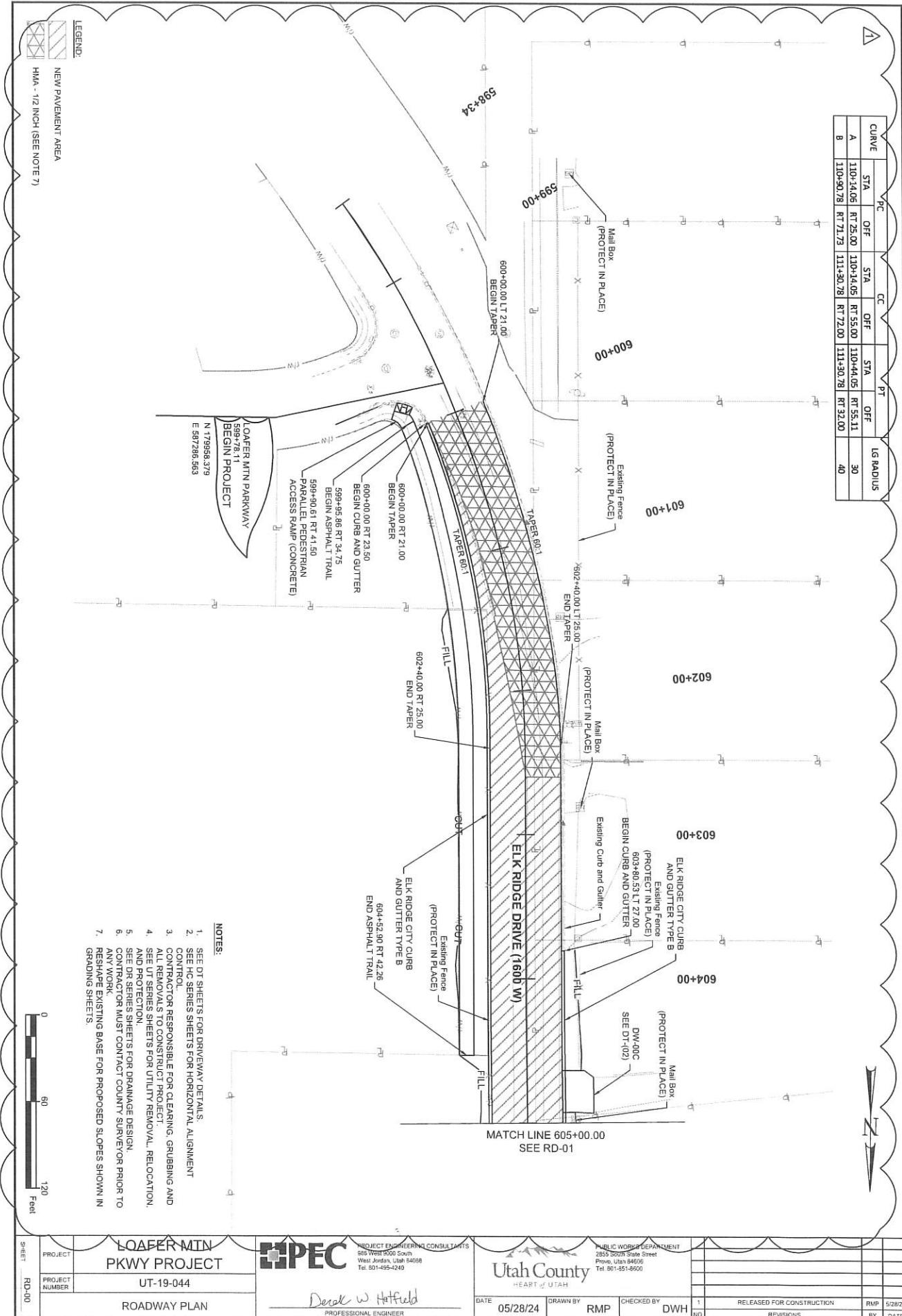
PUBLIC WORKS DEPARTMENT
2855 South State Street
Provo, Utah 84606
Tel: 801-851-86002 UPDATED FOR SOUTHERN ADDITION
1 RELEASED FOR CONSTRUCTION
NO. REVISIONSGTM 4/10/24
RMP 2/2024
BY DATE

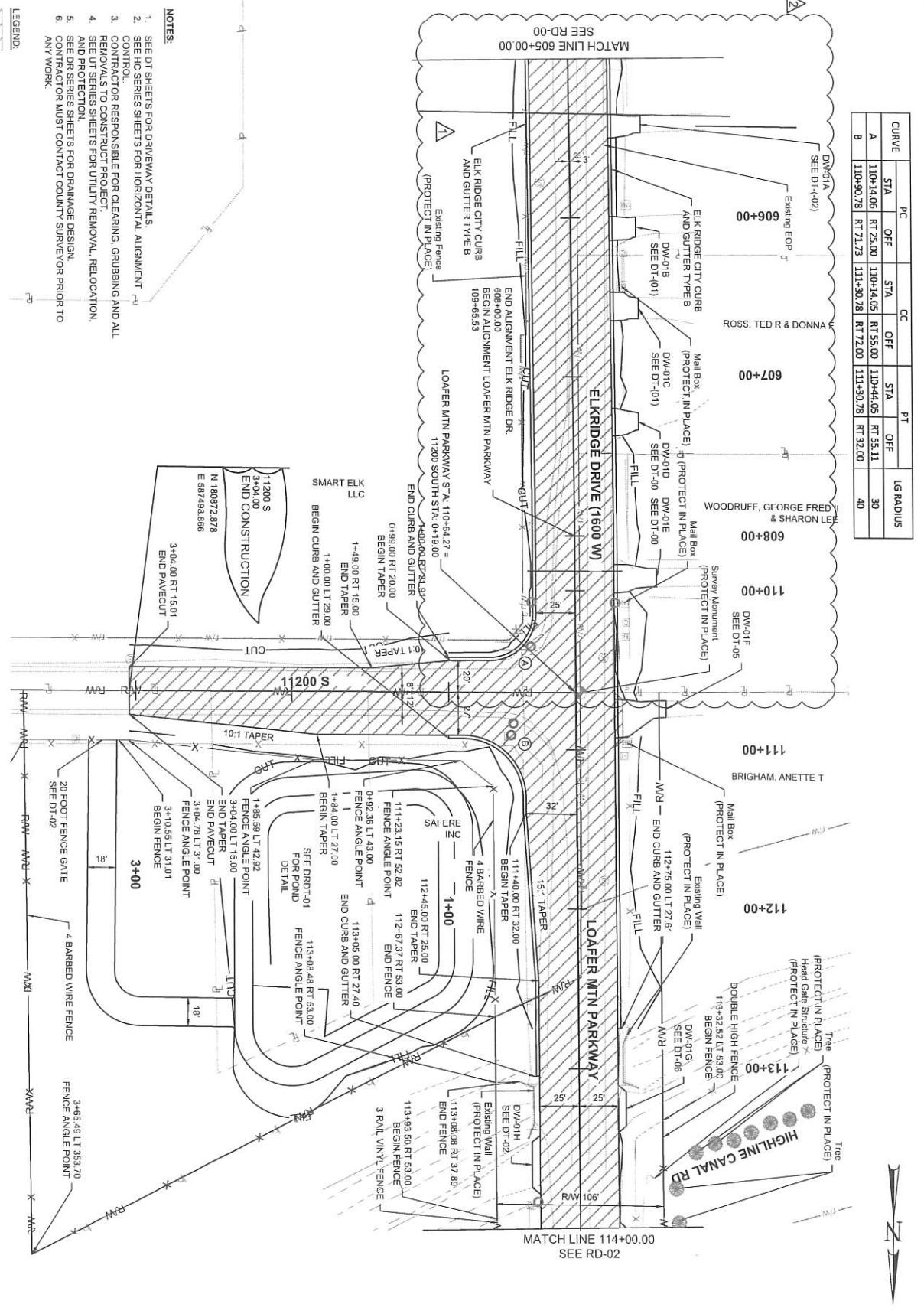
DATE 05/28/24 DRAWN BY RMP CHECKED BY DWH



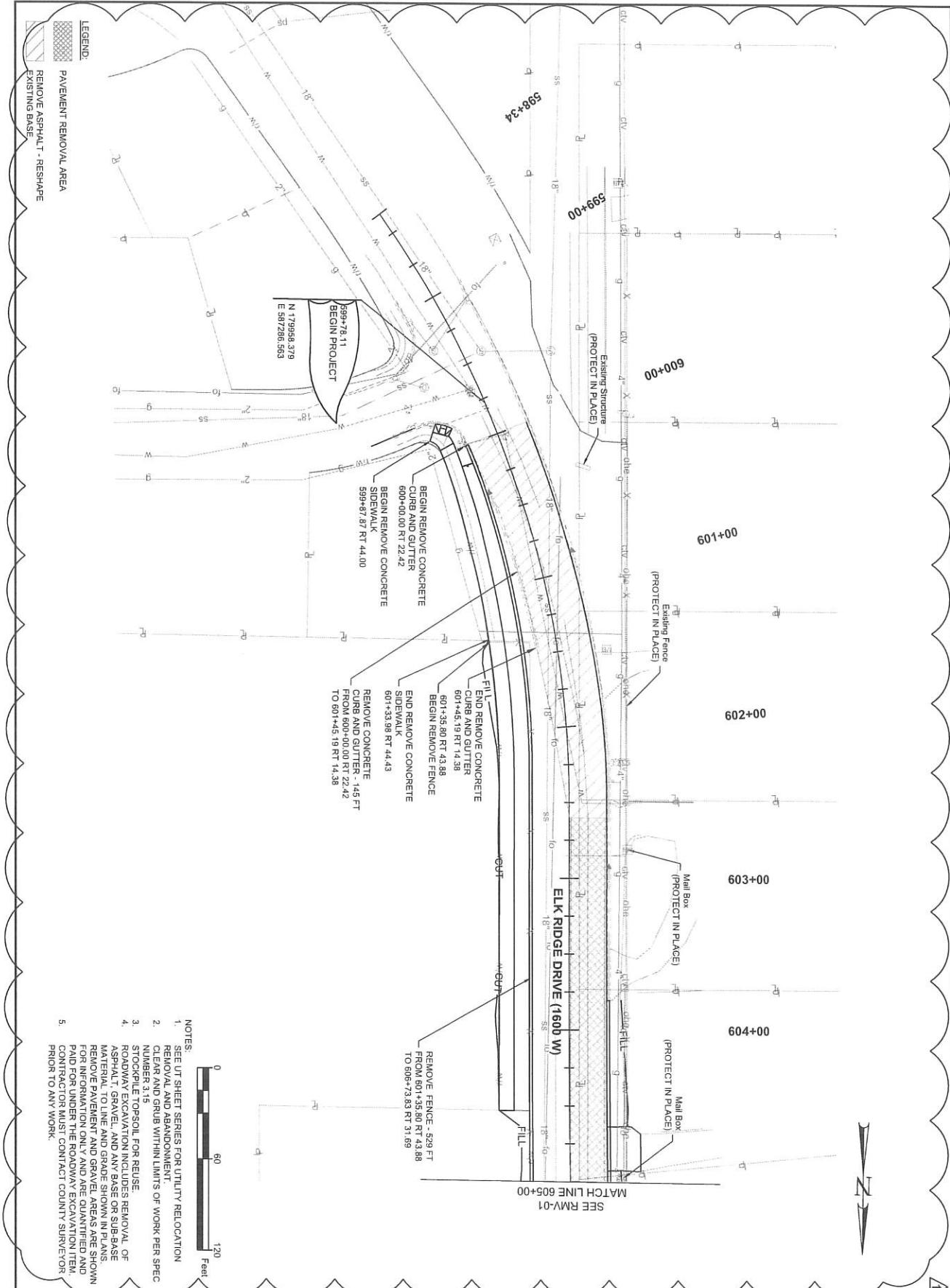
PROJECT	LOAFER MTN PKWY PROJECT	PEC	PROJECT ENGINEERING CONSULTANTS 985 West 9000 South West Jordan, Utah 84098 Tel: 801-495-4240	Utah County HEART OF UTAH	PUBLIC WORKS DEPARTMENT 2355 South State Street Provo, Utah 84606 Tel: 801-851-5600	2	UPDATED FOR SOUTHERN ADDITION	RMP	5/28/24
PROJECT NUMBER	UT-19-044	Derek W Hatfield PROFESSIONAL ENGINEER				1	RELEASED FOR CONSTRUCTION	RMP	5/28/24
SHEET	GR-02	GRADING				NO	REVISIONS	BY	DATE







PROJECT	LOAFER MTN PKWY PROJECT	PPEC PROJECT ENGINEERING CONSULTANTS 965 West 3000 South West Jordan, Utah 84068 Tel: 801-951-4240			PUBLIC WORKS DEPARTMENT 2855 South State Street Provo, Utah 84606 Tel: 801-951-5600		
PROJECT NUMBER	UT-19-044						
DATE	05/28/24	DRAWN BY	RMP	CHECKED BY	DWH	REVISIONS	BY DATE
SHEET	RD-01						



PROJECT
NUMBER
RMV-00

LOAFER MTN
PKWY PROJECT

UT-19-044

REMOVAL



Derek W. Hatfield
PROFESSIONAL ENGINEER

PROJECT ENGINEERING CONSULTANTS
965 West 9000 South
West Jordan, Utah 84098
Tel: 801-495-4240



PUBLIC WORKS DEPARTMENT
2855 South State Street
Provo, Utah 84606
Tel: 801-551-5600

DATE

05/28/24

DRAWN BY

RMP

CHECKED BY

DWH

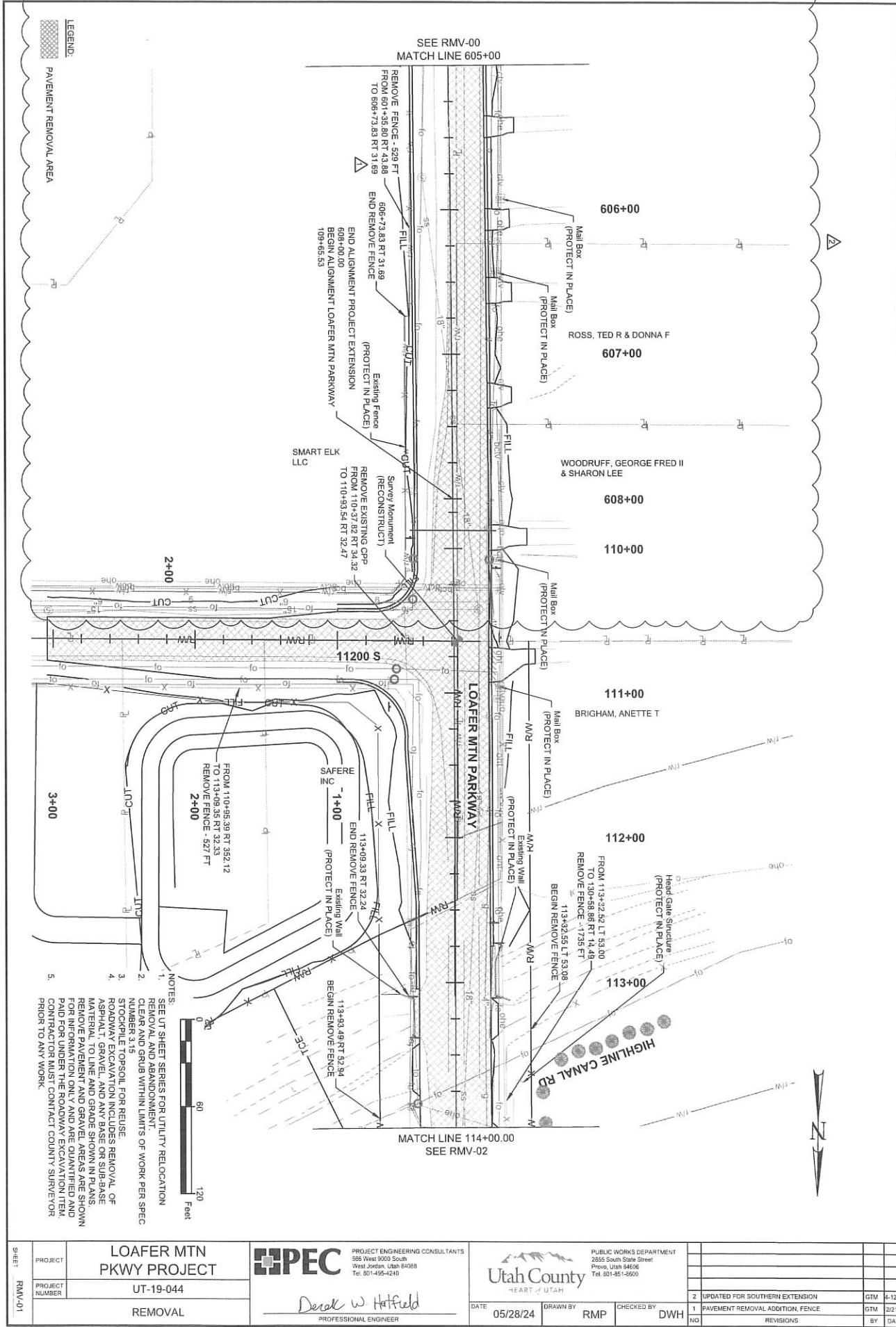
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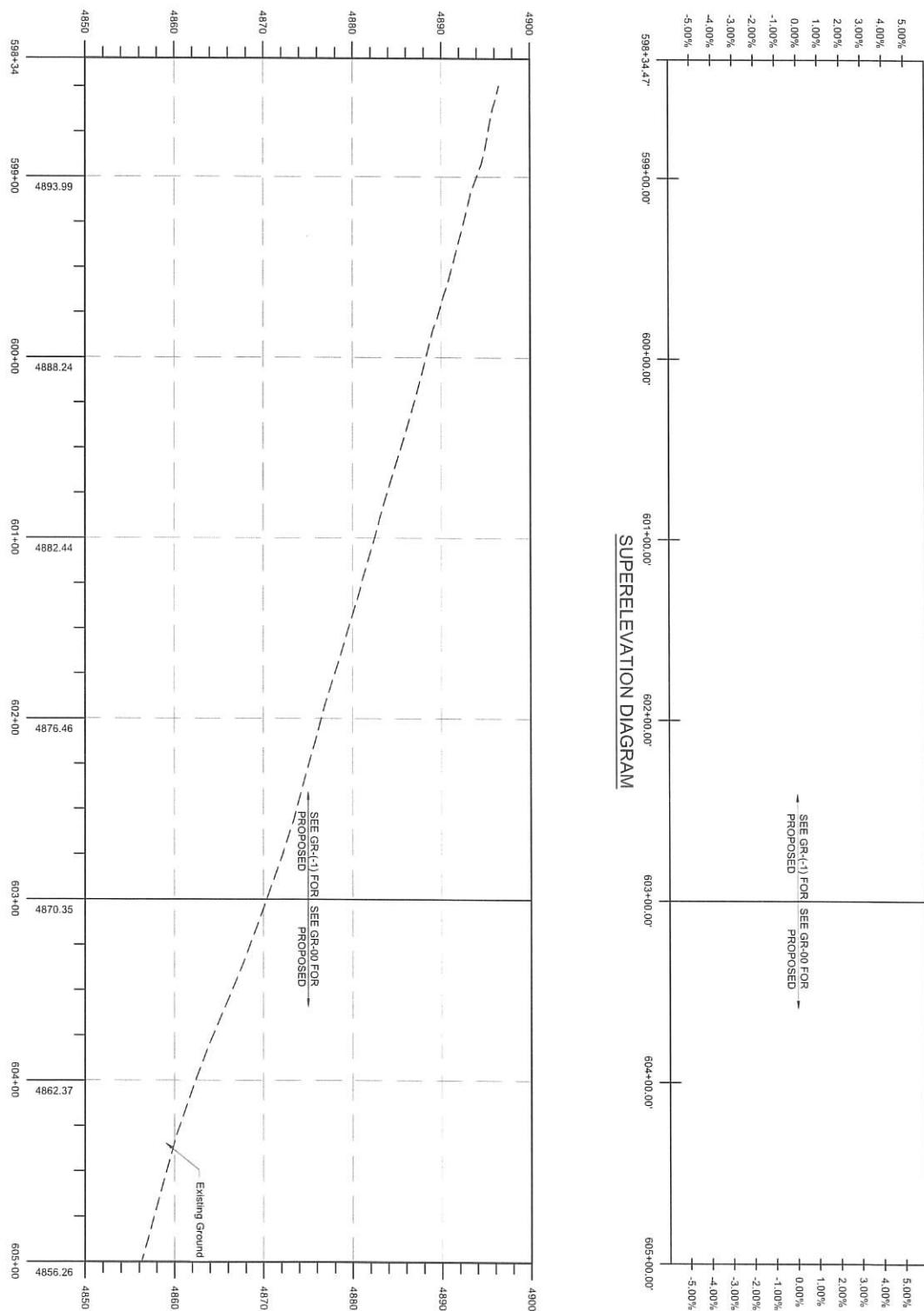
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RMP
5/28/24

REVISIONS

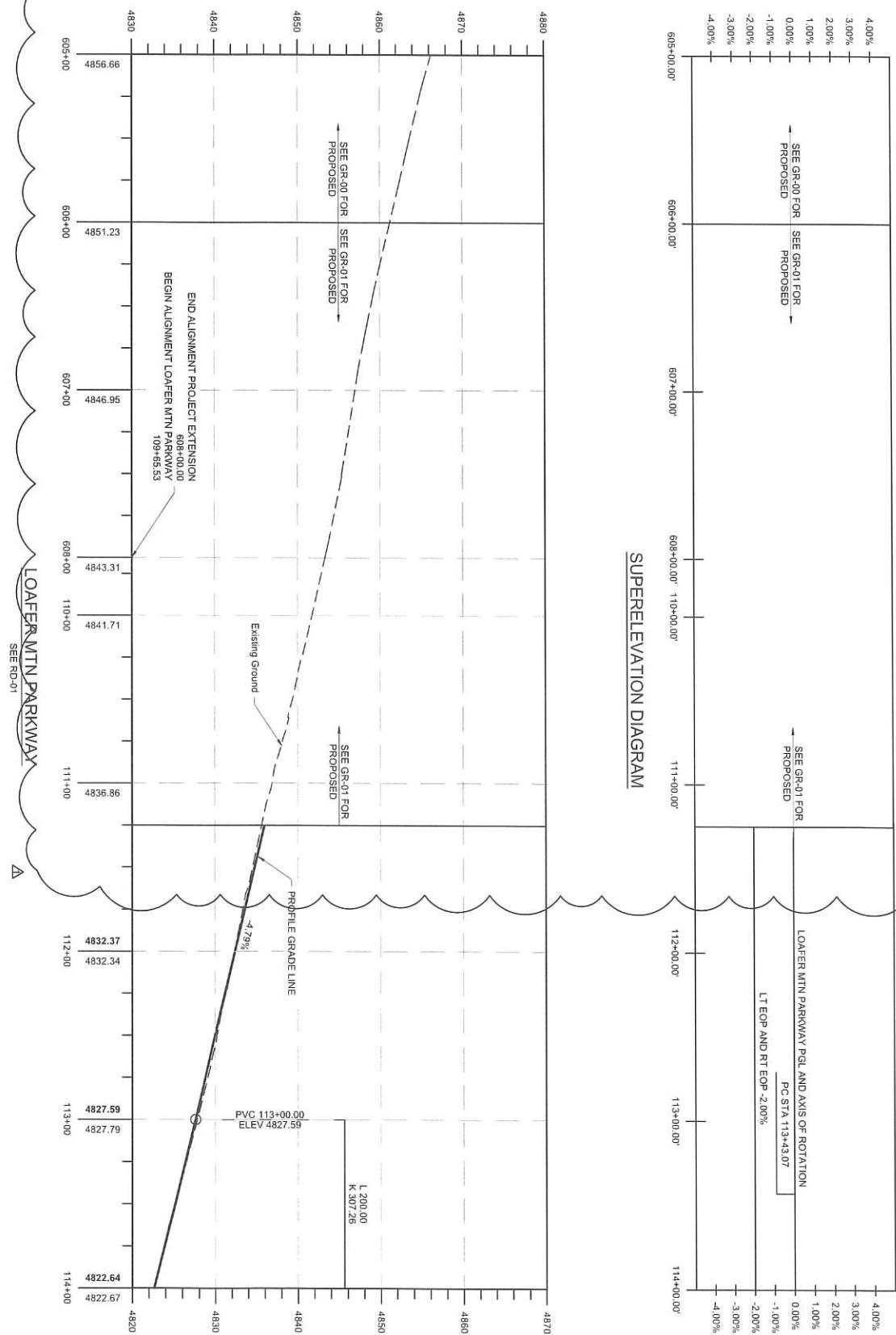
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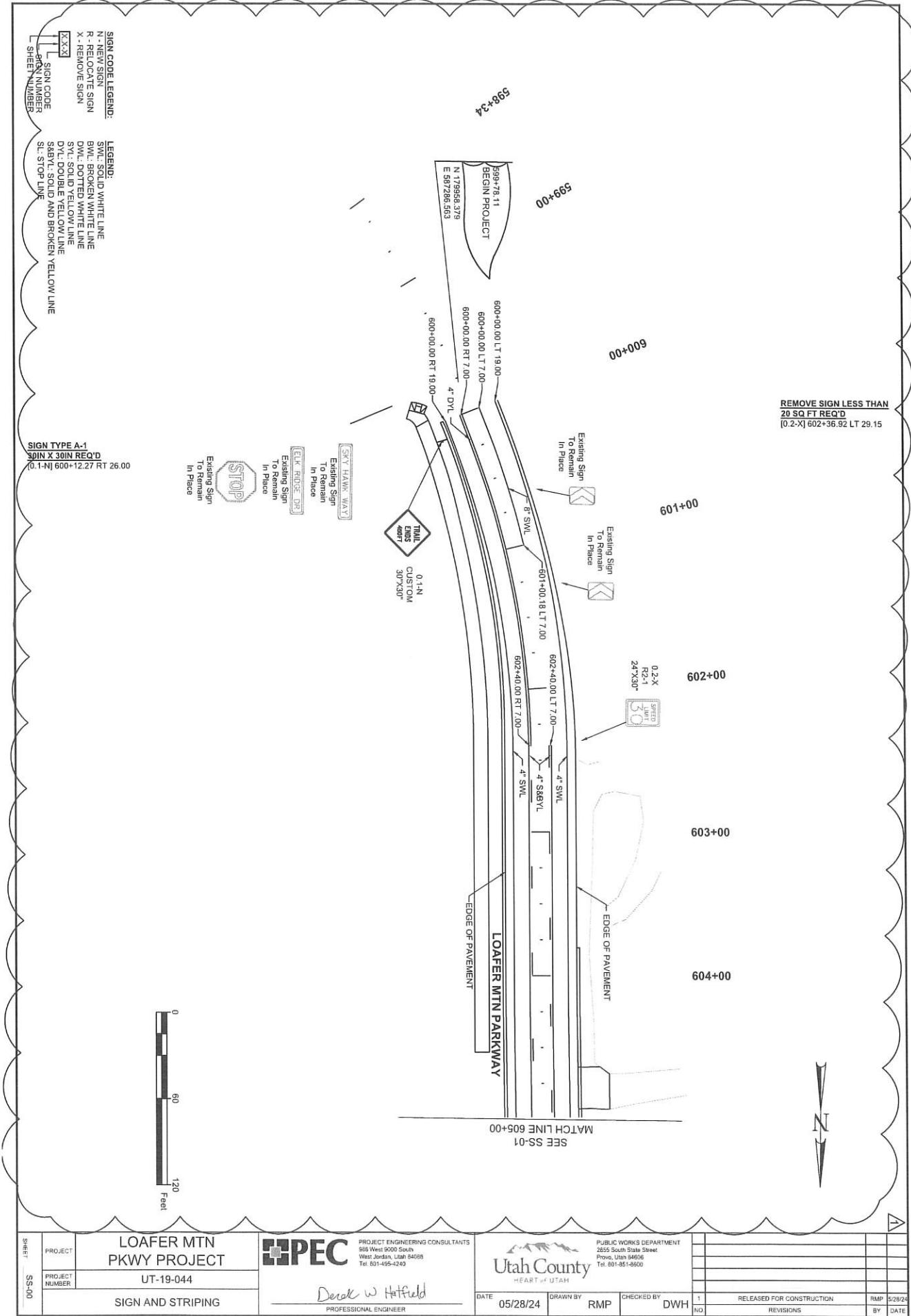
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2655 South State Street
Provo, Utah 84606
Tel: 801-951-8600

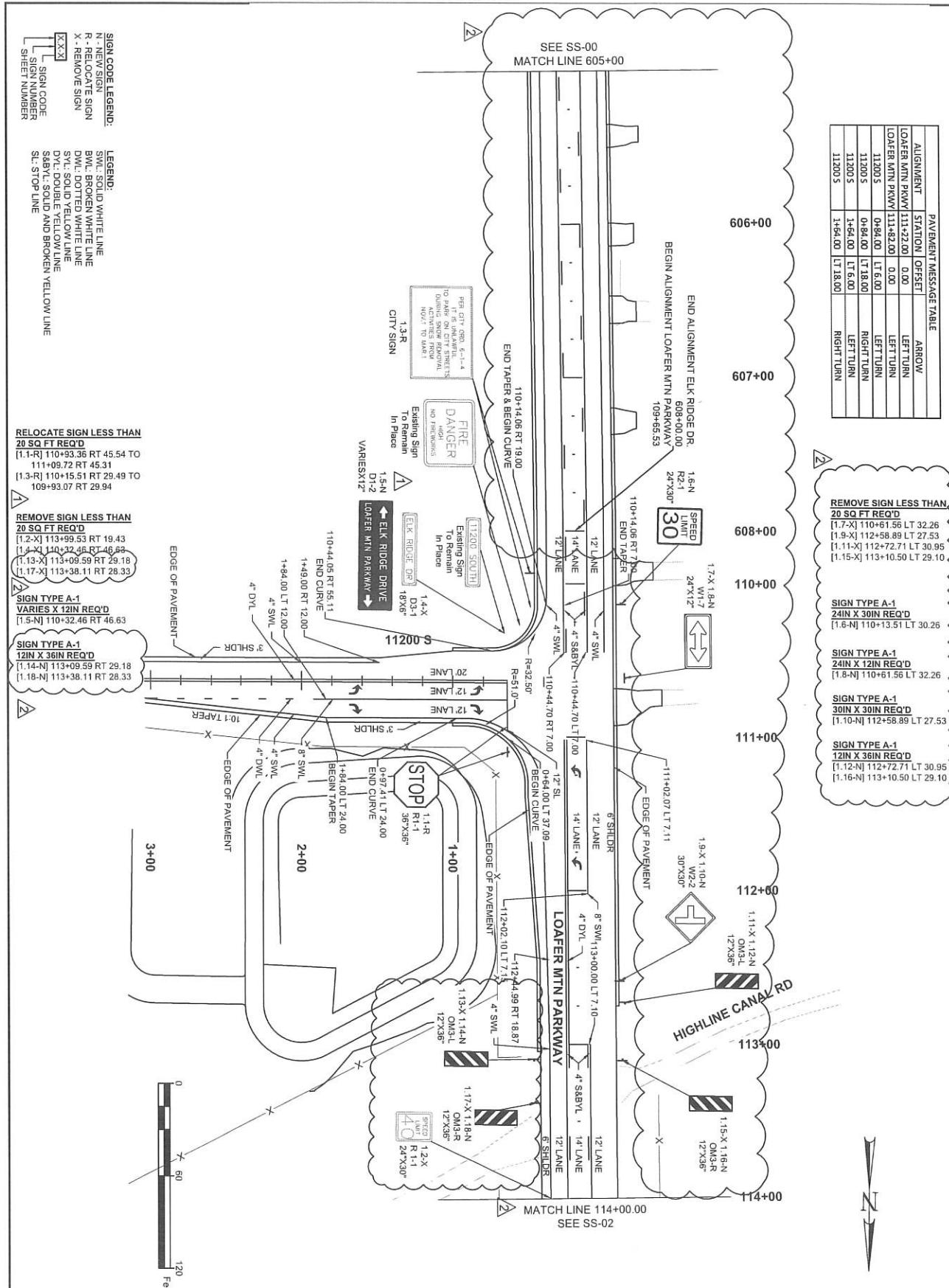
PROJECT	LOAFER MTN PKWY PROJECT	EPEC PROJECT ENGINEERING CONSULTANTS 985 West 9000 South West Jordan, Utah 84098 Tel: 801-951-4240 <i>Derek W. Hatfield</i> PROFESSIONAL ENGINEER	DATE 05/28/24	DRAWN BY RMP	CHECKED BY DWH	REVISIONS NO	BY DATE
PROJECT NUMBER	UT-19-044						
ROADWAY PROFILE							
SHEET	RP-00						



SUPERELEVATION DIAGRAM

SHEE RP-01	PROJECT	LOAFER MTN PKWY PROJECT	 PEC PROJECT ENGINEERING CONSULTANTS 585 West 9000 South West Jordan, Utah 84088 Tel: 801-495-4240 <i>Derek W. Hatfield</i> PROFESSIONAL ENGINEER	PROJECT ENGINEERING CONSULTANTS	PUBLIC WORKS DEPARTMENT		
	PROJECT NUMBER	UT-19-044		585 South State Street Provo, Utah 84601 Tel: 801-851-5600			
		ROADWAY PROFILE					





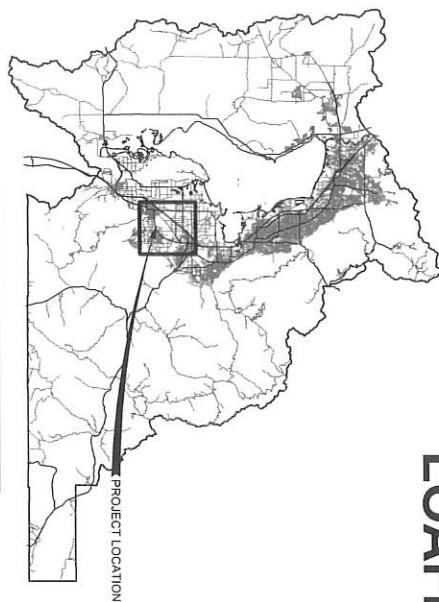
PROJECT NUMBER	LOAFER MTN PKWY PROJECT UT-19-044	PECO PROJECT ENGINEERING CONSULTANTS 565 West 9000 South West Jordan, Utah 84068 Tel: 801-495-4240	Utah County HEART of UTAH	PUBLIC WORKS DEPARTMENT 2855 South State Street Provo, Utah 84606 Tel: 801-351-8600	
SHEET NO.	SS-01	Derek W. Hatfield PROFESSIONAL ENGINEER	DATE 05/28/24 DRAWN BY RMP CHECKED BY DWH	2 SHEET UPDATED TO REFLECT SOUTHERN EXPANSION CD 2/20/24 1 NEW GUIDE SIGNS BY DATE REVISIONS	

LOAFER MTN PARKWAY PROJECT

11200 S TO 8000 S ROADWAY PLANS

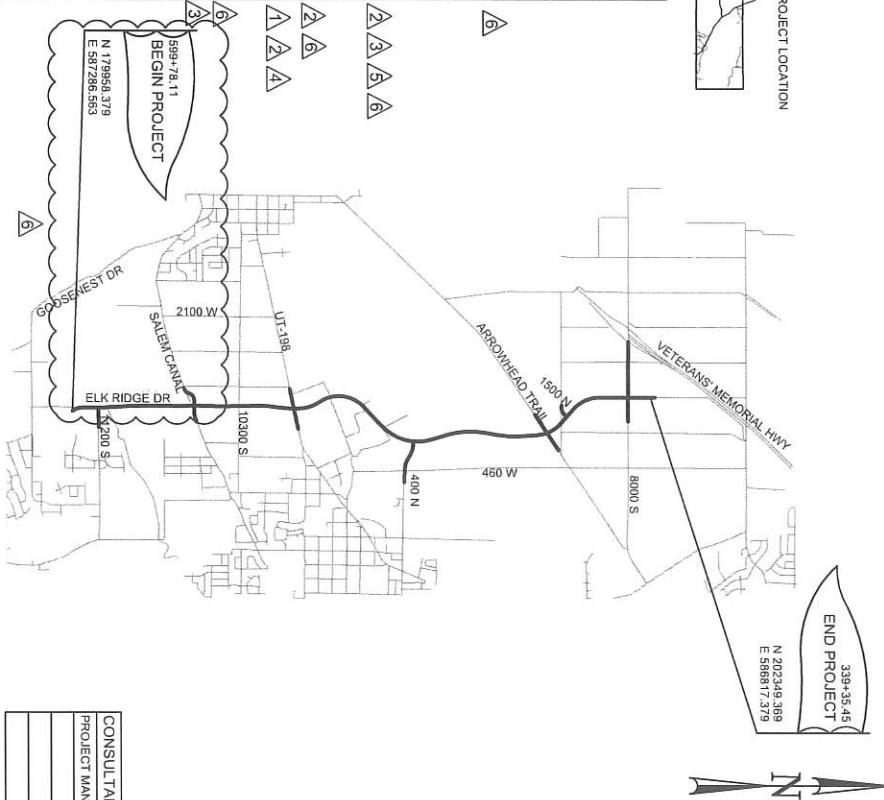
UTAH COUNTY LENGTH 4.39 MILES

6	UPDATED INDEX, SOUTHERN EXTENSION	RMP	5/28/24
5	UPDATED INDEX	RMP	5/10/24
4	UPDATED INDEX	RMP	3/27/24
3	UPDATED INDEX	CJP	2/20/24
2	SHEETS ADDED TO SET	RMP	4/7/23
1	SHEETS ADDED TO SET	RMP	1/30/23
NO	REVISIONS	BY	DATE



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STRUCTURES TRAIL	S-01 TO S-15	15



END PROJECT
339-35.45
N 202349.369
E 588617.379



PUBLIC WORKS DIRECTOR
SALEM CITY

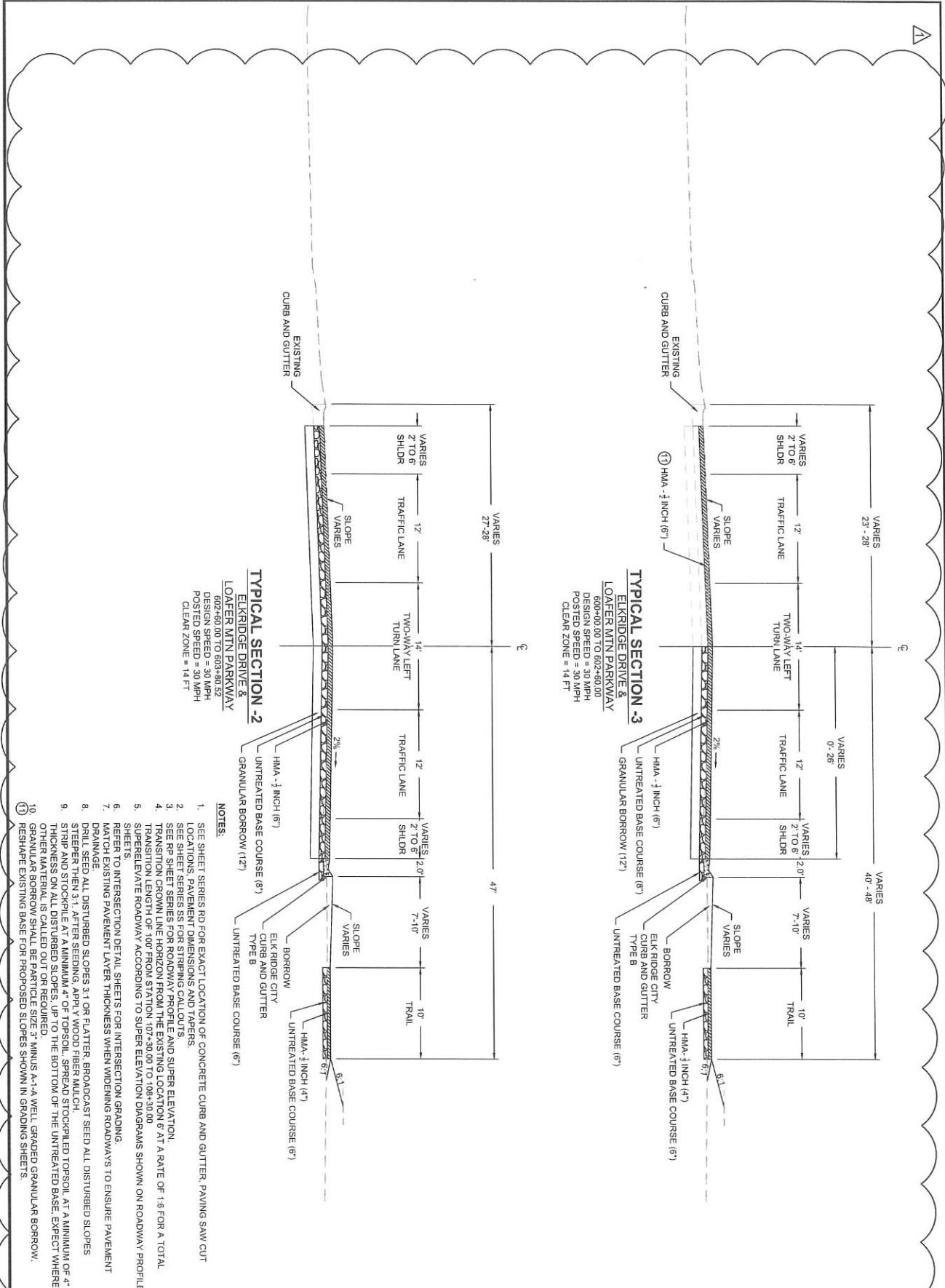
APPROVED BY UTAH COUNTY

UTAH COUNTY PUBLIC WORKS DIRECTOR

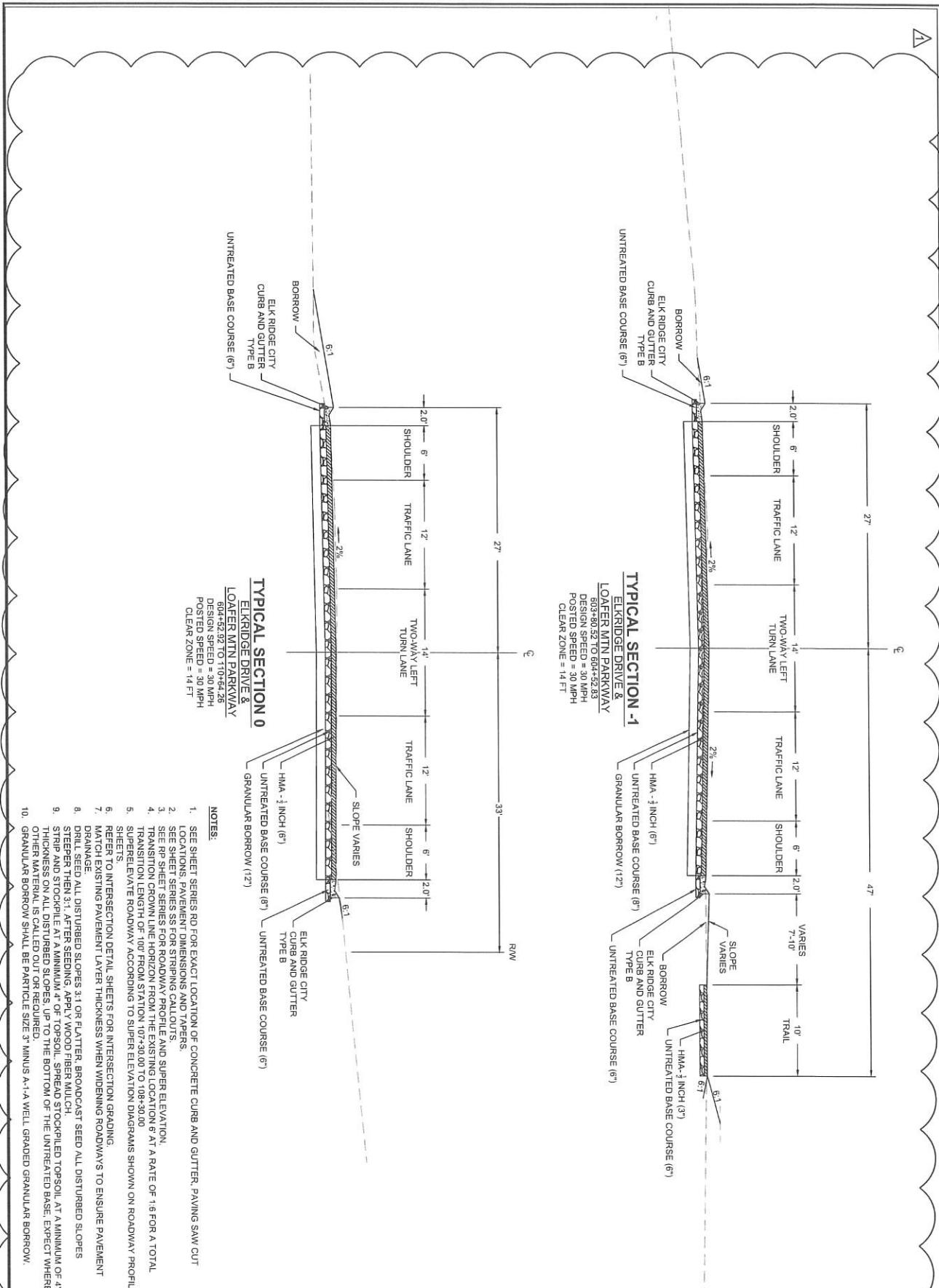
CONSULTANT CONTACT LIST

OWNER CONTACT LIST

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	SALEM CITY	
	BRUCE WARD, P.E.	
	(801) 360-6297	



PROJECT	Loafer Mtn PKwy Project		Utah County		Utah Department of Transportation						
PROJECT NUMBER	UT-19-044	Derek W. Hatfield		Utah County		529 South State Street Provo, Utah 84606 Tel: 801-951-8600					
TYPICAL SECTION		Professional Engineer		Utah County		Utah Department of Transportation					
TS-1)		DATE	05/28/24	DRAWN BY	RMP	CHECKED BY	DWH	1	RELEASED FOR CONSTRUCTION	RMP	5/28/24
								NO	REVISIONS		BY DATE



PROJECT	PEC PROJECT ENGINEERING CONSULTANTS		PUBLIC WORKS DEPARTMENT			
PROJECT NUMBER	955 West 9000 South West Jordan, Utah 84088 Tel: 801-951-4240		2555 South State Street Provo, Utah 84606 Tel: 801-951-8600			
TS-00	Loafer Mtn PKwy Project		Utah County			
	UT-19-044					
	TYPICAL SECTION	Derek W Hatfield PROFESSIONAL ENGINEER	DATE	05/28/24	DRAWN BY	RMP
			CHECKED BY	DWH	1 NO	RELEASED FOR CONSTRUCTION
						RMP 5/28/24 BY DATE
						REVISIONS

