

8594497

Recording requested by and when recorded return to:

Utah Department of Transportation  
Chief of Right-of-Way  
Box 148420  
4501 South 2700 West  
Salt Lake City, Utah 84114-8420

8594497  
04/02/2003 10:42 AM 53.00  
Book - 8769 Pg - 9194-9215  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
BY: RDJ, DEPUTY - WI 22 P.  
17

APN: 16-04-400-011

(Space above for recorder's use only)

**RIGHT-OF-WAY AGREEMENT**  
(University of Utah Institute)  
(Property No. 506-7448)

THIS RIGHT-OF-WAY AGREEMENT ("**Agreement**") is made and entered into this 14<sup>TH</sup> day of MARCH, 2002, by and among CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("**CPB**"), THE UNIVERSITY OF UTAH, a body corporate and politic of the State of Utah ("**University**"), and the UTAH DEPARTMENT OF TRANSPORTATION, an agency of the State of Utah ("**UDOT**").

RECITALS:

- A. CPB is the record owner of certain real property situated in Salt Lake County, State of Utah (the "**CPB's Property**").
- B. The Utah Transit Authority ("**UTA**") is constructing a TRAX station within South Campus Drive across from CPB's Property and UTA and University desire to construct a bus shelter on CPB's Property. It is acknowledged that the TRAX station to be located across from CPB's Property will be one of two in-line TRAX stations of the University Stadium to University Hospital TRAX line.
- C. Because of the anticipated usage of the TRAX line and the bus stop located on or near CPB's Property, as a requirement associated with the construction of the TRAX station and the bus shelter, UDOT and UTA require that the sidewalk accessing such facilities be eight (8) feet wide to accommodate the anticipated foot traffic.
- D. UDOT and University desires that CPB grant a right-of-way to UDOT for the construction and placement of a sidewalk on a portion of CPB's Property, which will benefit, among others, the students, staff, faculty, and guests of the University; and CPB desires to grant such right-of-way to UDOT subject to the terms and conditions set forth below.

BK 8769 PG 9194

NOW, THEREFORE, in consideration of the above recitals, the terms and conditions set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Grant of Right-of-Way.** CPB hereby grants to UDOT a non-exclusive right-of-way over, through and across the surface of a portion of CPB's Property (the "**Right-of-Way Property**"), which is more particularly described on Exhibit "A," attached hereto and incorporated herein, to plan, install, and construct a sidewalk (the "**Sidewalk**"), and thereafter maintain, operate, inspect, alter, remove, replace, and protect the same, and for no other use or purpose. The Sidewalk will be eight (8) feet wide, be located along the entire northern boundary of CPB's Property, and shall be located on the Right-of-Way Property and on the existing public right-of-way. As such, only a portion of the Sidewalk will be located on the Right-of-Way Property. Although only a portion of the Sidewalk will be located on the Right-of-Way Property, any obligation contained herein relating to the Sidewalk shall concern the entire Sidewalk.

2. **Grant of Temporary Construction Right-of-Way.** CPB hereby grants to UDOT a temporary non-exclusive license in, upon, over and across the surface of land located on the CPB Parcel within three (3) feet of the Right-of-Way Property (the "**Temporary Right-of-Way Area**"), for the access, ingress and egress to and from the Right-of-Way Property and the adjacent property, related to the initial construction, installation and placement of the Sidewalk on the Right-of-Way Property, and for no other purposes. The temporary construction license granted in this Section shall automatically expire as of the later of: (i) the date thirty (30) days after the completion of the initial construction, installation, and placement of the Sidewalk on the Right-of-Way Property, or (ii) December 30, 2002.

3. **Condition of the Right-of-Way Property.** UDOT AND UNIVERSITY ACCEPT THE RIGHT-OF-WAY PROPERTY AND THE TEMPORARY RIGHT-OF-WAY AREA AND ALL ASPECTS THEREOF IN "AS IS", "WHERE IS" CONDITION, WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, "WITH ALL FAULTS", INCLUDING BUT NOT LIMITED TO BOTH LATENT AND PATENT DEFECTS, AND THE EXISTENCE OF HAZARDOUS MATERIALS, IF ANY. UDOT HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE TITLE, CONDITION AND USE OF THE PREMISES, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Without limiting the generality of the foregoing, the right-of-way and temporary construction license granted herein is subject to: (i) any state of facts which an accurate survey or physical inspection of the Right-of-Way Property might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

4. **Construction of the Sidewalk.** UDOT acknowledges that the Right-of-Way Property may be subject to easements granted to utility providers. UDOT shall construct a sidewalk on the Right-of-Way Property in accordance with the plans attached hereto and incorporated herein as Exhibit "B,

using good workmanship. UDOT shall not disturb or interfere with any existing utility service and shall comply with any applicable terms and conditions in any such easements. UDOT shall repair any damage to CPB's Property, the Right-of-Way Property and/or the Temporary Right-of-Way Area (including, but not limited to, any landscaping, roads, parking lots, curbs, etc.) caused by the acts or omissions of UDOT or its agents, servants, employees, contractors, or consultants and to otherwise restore the Right-of-Way Property, the Temporary Right-of-Way Area, and/or CPB's Property to substantially the same condition that existed before such entry by University upon it.

5. **Maintenance and Repair of Sidewalk.** The parties acknowledge UDOT and University are not paying any monetary consideration for the right-of-way and license granted by CPB to UDOT. In lieu of monetary consideration for the right-of-way and license, University, at its sole cost and expense, shall maintain and repair the Sidewalk in a good and level order and condition for the longer of: (a) the period of time that there is an operational TRAX station/stop located within South Campus Drive or (b) fifty (50) years from the date of this Agreement ("University Maintenance Period"). University acknowledges that the Sidewalk will be used by its employees, staff, faculty and students to access buses, TRAX and other mass transit facilities to be constructed along South Campus Drive. During the University Maintenance Period, University shall remove snow, ice and debris from the Sidewalk in a timely manner, and use good faith and diligent efforts to keep the Sidewalk in a safe condition. If the University believes that any portion of the Sidewalk needs to be replaced, the University shall notify CPB in writing. As between the University and CPB, CPB shall be responsible to replace and make any capital improvements to the Sidewalk.

6. **Liens.** Each of UDOT and University (each, a "Performing Party") shall keep the Right-of-Way Property and CPB's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for such Performing Party, associated with the Sidewalk. Each Performing Party hereby indemnifies, holds harmless and agrees to defend CPB from and against any and all liability, loss, damage, costs, attorneys' fees and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished to or for such Performing Party or persons claiming under such Performing Party. Each Performing Party shall require any contractor or other person performing work on the Premises on its behalf to be licensed by the State of Utah and to obtain a performance, completion and payment bond naming CPB as an additional obligee and releasing the Right-of-Way Property from any lien claimed, which bond shall be in an amount equal to the estimated cost of such work. If a Performing Party shall be in default in paying any charge for which a bond or other lien claim has been filed and shall not have given CPB security to protect the Right-of-Way Property, then CPB may, but shall not be obligated to, pay the claim. Any costs and attorneys' fees incurred by CPB in connection therewith, shall be immediately due and owing from such Performing Party to CPB. A Performing Party may contest the validity and/or amount of any lien imposed on the Right-of-Way Property, provided such Performing Party has caused such lien to be released of record by the payment or posting of a proper bond or such other means reasonably acceptable to CPB.

7. **Compliance with Laws/Environmental.** In performing their respective obligations under this Agreement, UDOT and University will comply with all Legal Requirements. "Legal

**Requirements**” means all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, the Americans’ with Disabilities Act and any and all building, zoning and land use laws.

**8. Indemnification and Release.** Each Performing Party hereby indemnifies, holds harmless and agrees to defend CPB from and against all claims, damages, expenses (including, without limitation, reasonable attorneys’ fees and reasonable investigative and discovery costs), liabilities and judgments (collectively, “**Claims**”) on account of injury to persons, loss of life, or damage to property occurring on, in or about the Right-of-Way Property and the Temporary Right-of-Way Area caused by or arising from: (i) the acts or omissions of such Performing Party, and its employees, servants, contractors and agents; (ii) the use and occupancy of the Right-of-Way Property and/or the Temporary Construction Area by such Performing Party or any work or activity allowed or suffered by such Performing Party, to be done in, on or about the Right-of-Way Property and/or the Temporary Construction Area; (iii) any breach or default by such Performing Party or its employees, servants, contractors and agents of any of such Performing Party’s obligations under this Agreement; provided, such Performing Party does not indemnify CPB against any injury, loss of life, or damage which is caused by the gross negligence, willful misconduct or intentional acts of CPB.

Each Performing Party acknowledges that it accesses and uses the Right-of-Way Property and the Temporary Right-of-Way Area at its sole risk and hazard and, without limiting the generality of the foregoing, each Performing Party agrees that CPB shall not be responsible for any harm, damage or injury that may be suffered or incurred by such Performing Party, or its agents, servants, employees, contractors, licensees, guests or invitees associated with the use and condition of the Right-of-Way Property or the Temporary Right-of-Way Area and not caused by the gross negligence, willful misconduct or intentional acts of CPB. Each Performing Party, for itself and its agents, servants, employees, contractors, licensees, successors and assigns and anyone claiming through or under it, hereby releases, remises, acquits, and forever discharges CPB from any and all Claims which may arise on account of injury to persons, loss of life, and damage to property associated with such Performing Party’s use of the Right-of-Way Property and the Temporary Right-of-Way Area and not caused by the gross negligence, willful misconduct or intentional acts of CPB.

The terms and conditions of this Section 8 shall remain effective, notwithstanding the expiration or earlier termination of this Agreement or the rights granted herein.

**9. Liability Insurance Coverage and Limits.** Each Performing Party shall cause to be obtained and thereafter cause to be maintained a policy of commercial general liability insurance insuring such Performing Party’s interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Right-of-Way Property and the Temporary Right-of-Way, with a “Combined Single Limit” (covering personal injury liability, bodily injury liability and property damage liability) of not less than Five Million Dollars (\$5,000,000.00). Each Performing

Party's liability insurance policy shall contain a Contractual Liability Endorsement, which shall insure the performance by such Performing Party of the indemnity agreements contained herein, and shall endorse CPB as an additional insured. Each Performing Party shall promptly notify CPB of any asserted claim with respect to which CPB is or may be indemnified against hereunder and shall deliver to CPB copies of process and pleadings.

Insurance coverage required herein may contain the following elements, so long as the required coverage is not diminished, the required limits are not reduced, and the elements thereof are otherwise commercially reasonable: a party's insurance program may include blanket, layered, umbrella, conventional and/or manuscript forms of policies. In the event a Performing Party satisfies its insurance requirements hereunder through a blanket policy, such Performing Party shall provide CPB a protective liability endorsement under such policy. Each Performing Party shall have the right to satisfy its insurance obligations hereunder by means of self-insurance to the extent of all or part of the required insurance, but only so long as such Performing Party (or the Utah State Division of Risk Management) has established a reserve fund or a trust account in accordance with the laws of the State of Utah.

The insurance policies and certificates required by this Section shall require the insurance company to furnish the CPB thirty (30) days' prior written notice of any cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage. If a Performing Party fails to procure and maintain such coverage as is required hereunder, CPB may, but shall not be required to, procure and maintain such insurance coverage at the expense of the Performing Party. CPB shall provide a Performing Party with at least thirty (30) days' prior written notice before CPB acquires insurance coverage to satisfy such Performing Party's obligations hereunder. Subject to the terms and conditions of the preceding paragraph, the insurance which a Performing Party is required to carry hereunder shall be with companies reasonably satisfactory to CPB. Upon execution of this Agreement, the Performing Party shall deliver to CPB a certificate of insurance on Acord Form 25-S (1/95), evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to CPB and providing that the insurance company to furnish CPB thirty (30) days' prior written notice of any cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage, **along with an additional insured endorsement on form CG 2010 (11/85 edition)**. All policies to be maintained by University shall be primary policies and not contributing with or as excess coverage for any insurance carried by CPB.

Notwithstanding any provision to the contrary herein, (i) the University's obligation to carry the insurance required by this Section shall expire upon the expiration of the University Maintenance Period, and (ii) UDOT's obligations to cause insurance to be maintained required by this Section will only apply to periods during which the sidewalk is undergoing construction, replacement or reconstruction work.

10. **Condemnation.** If any portion of the Right-of-Way Property is taken under the power of eminent domain, this Agreement shall terminate as to the portion taken as of the date UDOT is

required to vacate the Right-of-Way Property. In the event of any taking, CPB shall be entitled to the entire award or compensation in such proceeding.

11. **Successors and Assigns.** The rights, conditions and provisions of this Agreement shall inure to the benefit of, and will be binding upon, the parties hereto and their respective successors and assigns; provided, however, that the rights granted to UDOT shall be considered personal in nature and shall not be sold, leased, assigned, licensed or otherwise transferred to a party.

12. **Legal Rights.** This Agreement, and the interpretation, validity, effect and performance hereof, shall be governed by the laws of State of Utah. Venue and jurisdiction for any legal proceedings shall reside in the State of Utah. If any action at law or in equity, or any special proceeding, be instituted by any party against another party to enforce this Agreement or any rights arising hereunder, or in connection with the subject matter hereof, the prevailing party shall be entitled to recover all costs of suit and reasonable attorneys' fees. For purposes of this Paragraph, the term "prevailing party" shall, in the case of a claimant, be the party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the party who is successful in denying substantially all of the relief sought by the claimant.

13. **Remedies Not Exclusive; No Waiver.** The various rights and remedies herein contained and reserved to each of the parties, except as otherwise expressly provided herein, shall not be considered as exclusive of any other right or remedy of such party but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by any party shall impair any such right, power or remedy or be construed as a waiver of any default or non-performance or as acquiescence therein. Any waiver of any breach of this Agreement, or the breach of any covenant, representation or warranty contained herein (a "Breach"), in any one instance, shall not operate as or be deemed to be a further or continuing waiver of such Breach or any other Breach, nor shall any failure at any time or times to enforce or require performance of any provision hereof operate as a waiver of or affect in any manner such party's right at a later time to enforce or require performance of any such provision. CPB shall not be deemed to have waived any term, covenant or condition unless CPB gives UDOT or University, as the case may be, written notice of such waiver.

14. **Integration; Amendment in Writing.** This Agreement is and shall be considered to be the only agreement or understanding between the parties with respect to the subject matter hereof. All negotiations and oral agreements acceptable to both parties have been incorporated herein. It may not be amended or modified by any act or conduct of the parties or by oral agreement, unless reduced to writing and executed by the parties.

15. **Successors and Assigns.** All of the rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, and permitted successors and assigns of CPB, UDOT, and University.

16. **Interpretation.** The captions by which the Sections of this Agreement are identified are for convenience only and shall have no effect upon the interpretation of this Agreement. The parties acknowledge and agree that all of the terms and conditions of this Agreement are contractual in nature and shall be interpreted under any applicable law as contractual obligations, and each party waives any claims or defenses to the contrary. Whenever the context so requires, the singular shall include the plural, the plural shall refer to the singular, the neuter gender shall include the masculine and feminine genders, and the words "CPB," "UDOT," "University," and "person" shall include corporations, partnerships, associations, other legal entities, and individuals.

17. **No Presumption.** This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against any party. Each party represents and warrants to the other parties that it has been represented by, and has had the opportunity to consult with, legal counsel in connection with the review, negotiation and execution of this Agreement, and that this Agreement represents an arm's length transaction between three sophisticated parties.

18. **Authority.** The individuals who execute this Agreement represent and warrant that they are duly authorized to execute this Agreement on behalf of CPB, UDOT or University, as the case may be, that the parties named are all the necessary and proper parties, and that no other signature, act or authorization is necessary to bind such entity to the provisions of this Agreement.

19. **UDOT and University are Governmental Entities.** CPB acknowledges that UDOT and University are governmental entities under the Utah Governmental Immunity Act (the "Act"). The parties acknowledge that all of the terms and conditions contained herein represent contractual obligations as such term is used in the Act. Nothing in this Agreement shall be construed to enlarge or lessen any rights of the parties under the Act.

20. **Not a Partnership/No Third Party Beneficiaries.** In assuming and performing the obligations of this Agreement, CPB, UDOT, and University are each acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner, agent, or employee of the others. There is no intent by any party to this Agreement to create or establish third party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.

IN WITNESS WHEREOF, this Right-of-Way Agreement has been executed as of the date first above written.

"CPB"

**CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole**



By: *Troy F. Rudd*  
Its: Authorized Agent

“UDOT”

**UTAH DEPARTMENT OF TRANSPORTATION,**  
an agency of the State of Utah

By: *M. S. M.*  
Its: *Director, Right of Way*

“University”

**THE UNIVERSITY OF UTAH,**  
a body corporate and politic of the State of Utah

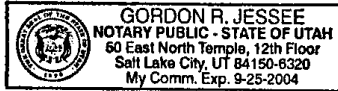
By: *Arnold B. Combs*  
Its: *Vice President for Administrative Services*

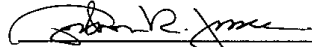
:\ODM\PCDOCS\DOCS\626942\16



STATE OF UTAH )  
 :ss  
COUNTY OF SALT LAKE )

On this 14<sup>TH</sup> day of MARCH, 2003, personally appeared before me TERRY F. RUDD, personally known to me to be the Authorized Agent of the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah Corporation Sole, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said Corporation, that the seal impressed on the within instrument is the seal of said corporation, and the said TERRY F. RUDD acknowledged to me that the said Corporation executed the same.



  
Notary Public for Utah

Commission expires: 9-25-04

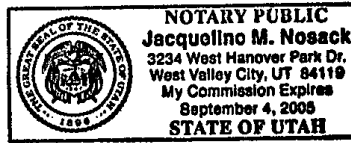
BK8769PG9202

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

On this 29th day of January, 2003, personally appeared before me Rylee D. McMillan, personally known to me to be the Right of Way of the Utah Department of Transportation, a body corporate and politic of the State of Utah, who acknowledged to me that he/she signed the foregoing instrument as Right of Way for the Utah Department of Transportation, and the Utah Department of Transportation acknowledged to me that the Utah Department of Transportation executed the same.

Jacqueline M. Nosack  
Notary Public for Utah

Commission expires: 9-4-05



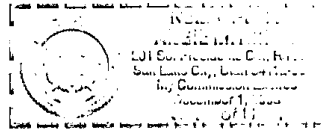
BK8769PG9203

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

On this 12 day of February, 2003, personally appeared before me Arnold  
B. Combe, personally known to me to be the Vice President of the  
University of Utah, a body corporate and politic of the State of Utah, who acknowledged to me that  
he/she signed the foregoing instrument as Vice President for the University of  
Utah, and the University of Utah acknowledged to me that the University of Utah executed the same.

Angie Mitchell  
Notary Public for Utah

Commission expires: 12-1-2003



BK8769PG9204

EXHIBIT "A"

UTAH DEPARTMENT OF TRANSPORTATION SIDEWALK EASEMENT

Parcel A (Within VTDI 16-04-400-002) BOOK 7845 PAGE 428 - 429

Beginning at a point on the Grantor's Northerly Property Line, said point being situated 604.272 feet N84°08'39.0"E from U.S. Government Monument No. 5 in Fort Douglas, Utah, said monument being 3962.31 feet South and 2453.80 feet East more or less from the Northwest Corner of Section 4, Township 1 South, Range 1 East, of the Salt Lake Base and Meridian, Salt Lake County, State of Utah; thence along said Northerly Line N55°40'00.0"E 626.069 feet to the Grantor's North Property Corner; thence along Grantor's Easterly Property Line S34°20'00.0"E 2.664 feet; thence S55°40'27.8"W 569.453 feet to a point on a curve; thence along the arc of a 622.500 foot radius curve to the right a distance of 56.694 feet (Long Chord bears S58°17'00.6"W 56.675 feet) to the Point of Beginning. Basis of Bearing S80°08'35.3"W from said U.S. Government Monument No. 5 to the Salt Lake City Street Monument at 500 South Street and Guardsman Way.

Contains 0.0366 acres.

---

Parcel B (Within VTDI 16-04-400-009) BOOK 7845 PAGE 439 - 441

Beginning at a point on the Grantor's Westerly Property Line, said point being situated 1481.824 feet N66°43'03.0"E from U.S. Government Monument No. 5 in Fort Douglas, Utah, said monument being 3962.31 feet South and 2453.80 feet East more or less from the Northwest Corner of Section 4, Township 1 South, Range 1 East, of the Salt Lake Base and Meridian, Salt Lake County, State of Utah; thence N34°20'00.0"W 2.664 feet to the Grantor's West Property Corner; thence along Grantor's Northerly Property Line the following two courses: (1) N55°40'00.0"E 1134.683 feet; (2) Along the arc of a 48.132 foot radius curve to the right a distance of 23.884 feet (Long Chord bears N74°19'56.7"E 23.640 feet); thence S59°11'47.7"W 3.532 feet; thence S55°45'51.2"W 322.302 feet to a point of curvature; thence along the arc of a 6.500 foot radius curve to the left a distance of 10.152 feet (Long Chord bears S11°01'11.4"W 9.151 feet); thence S56°57'23.4"W 45.003 feet to a point on a curve; thence along the arc of a 6.500 foot radius curve to the left a distance of 10.274 feet (Long Chord bears N79°00'26.9"W 9.238 feet) to a point of tangency; thence S55°42'34.6"W 389.967 feet; thence S55°30'21.4"W 45.980 feet; thence S56°32'44.6"W 95.669 feet to a point on a curve; thence along the arc of a 22.000 foot radius curve to the left a distance of 34.898 feet (Long Chord bears S11°06'08.4"W 31.353 feet); thence S56°55'45.8"W 61.987 feet to a point on a curve; thence along the arc of a 22.000 foot radius curve to the left a distance of 34.524 feet (Long Chord bears N79°22'10.2"W 31.089 feet) to a point of tangency; thence S55°40'27.8"W 135.342 feet to the Point of Beginning. Basis of Bearing S80°08'35.3"W from said U.S. Government Monument No. 5 to the Salt Lake City Street Monument at 500 South Street and Guardsman Way.

Contains 0.1849 acres.

BK 8769PG9205

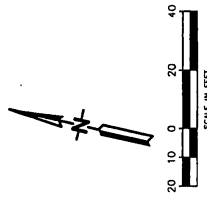
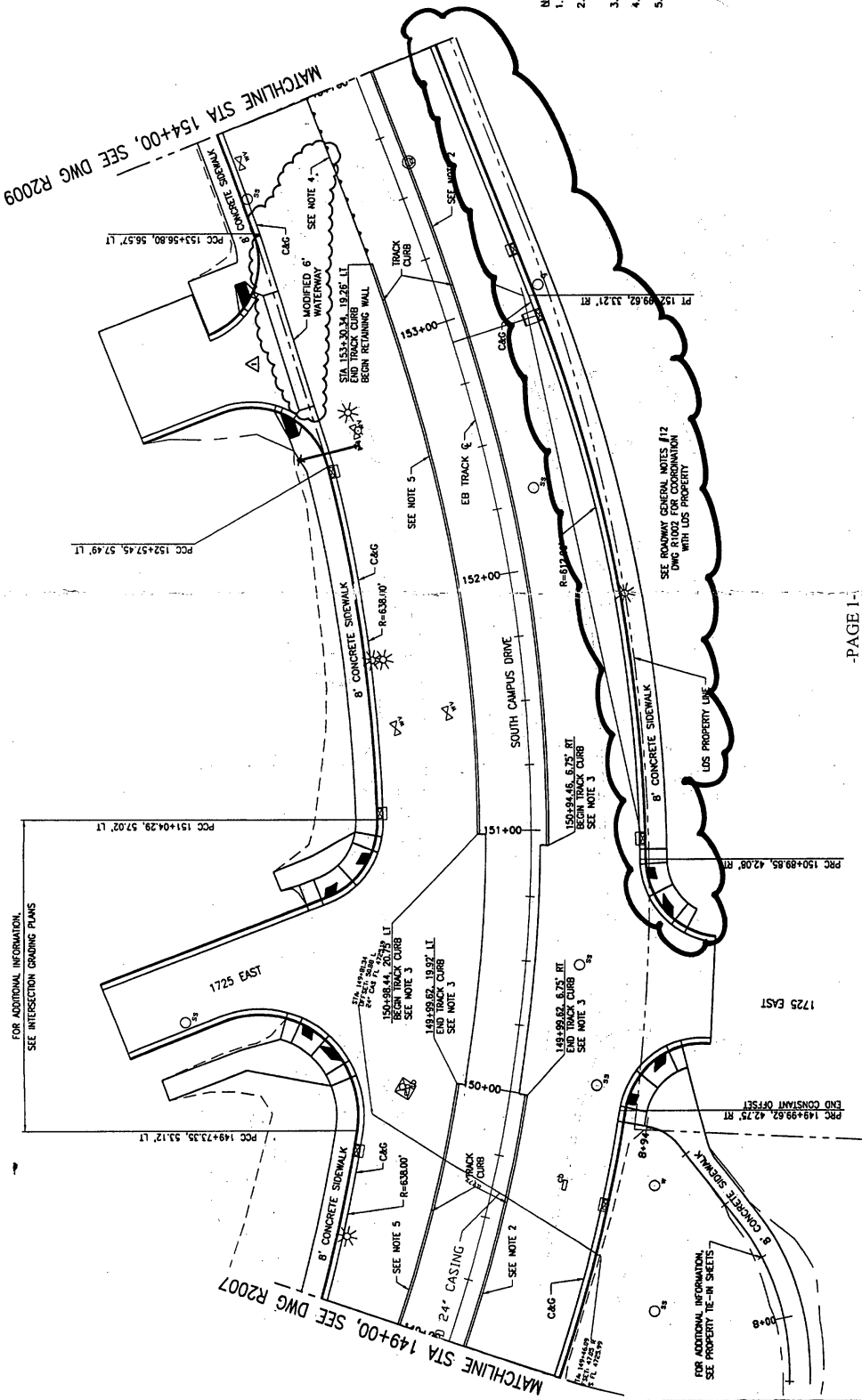


EXHIBIT "B"



- NOTES:
1. FOR LEGEND AND GENERAL NOTES, SEE DWG R2002.
  2. UNLESS OTHERWISE NOTED, TRACK CURB PCL IS 6.75' FROM EB TRACK CENTERLINE.
  3. FOR TRACK CURB TRANSITION TYPE A, SEE ROADWAY DETAILS.
  4. FOR ADDITIONAL INFORMATION, SEE RETAINING WALL PLAN IN VOLUME 1: UTILITIES/STRUCTURES.
  5. UNLESS OTHERWISE NOTED, TRACK CURB PCL IS 6.75' FROM WB TRACK CENTERLINE. SEE TRACK PLANS FOR WB TRACK GEOMETRY.

-PAGE 1-

BK 8769206

Scale: 1"=40'
CAD Filename: R2008.dwg
Submitted Date: JUNE 14, 2002
UTL: UTRP-05W-08 WE
Drawing No.: R2008
Sheet No.: 27

ROADWAY PLAN  
SOUTH CAMPUS DRIVE  
STA 149+00 TO STA 154+00

Designed By: W. STRINGER  
Checked By: K. HEATER  
Cadded By: C. PEARO  
Approved By: K. NICHOLS

**UTA TRAX**  
MEDICAL CENTER  
LRT LINE  
UTAH TRANSIT AUTHORITY

A Utah Member of  
**CHS DESIGNERS**  
Hatch Mori International  
STV Incorporated  
8-700

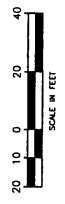
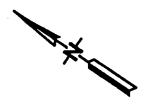
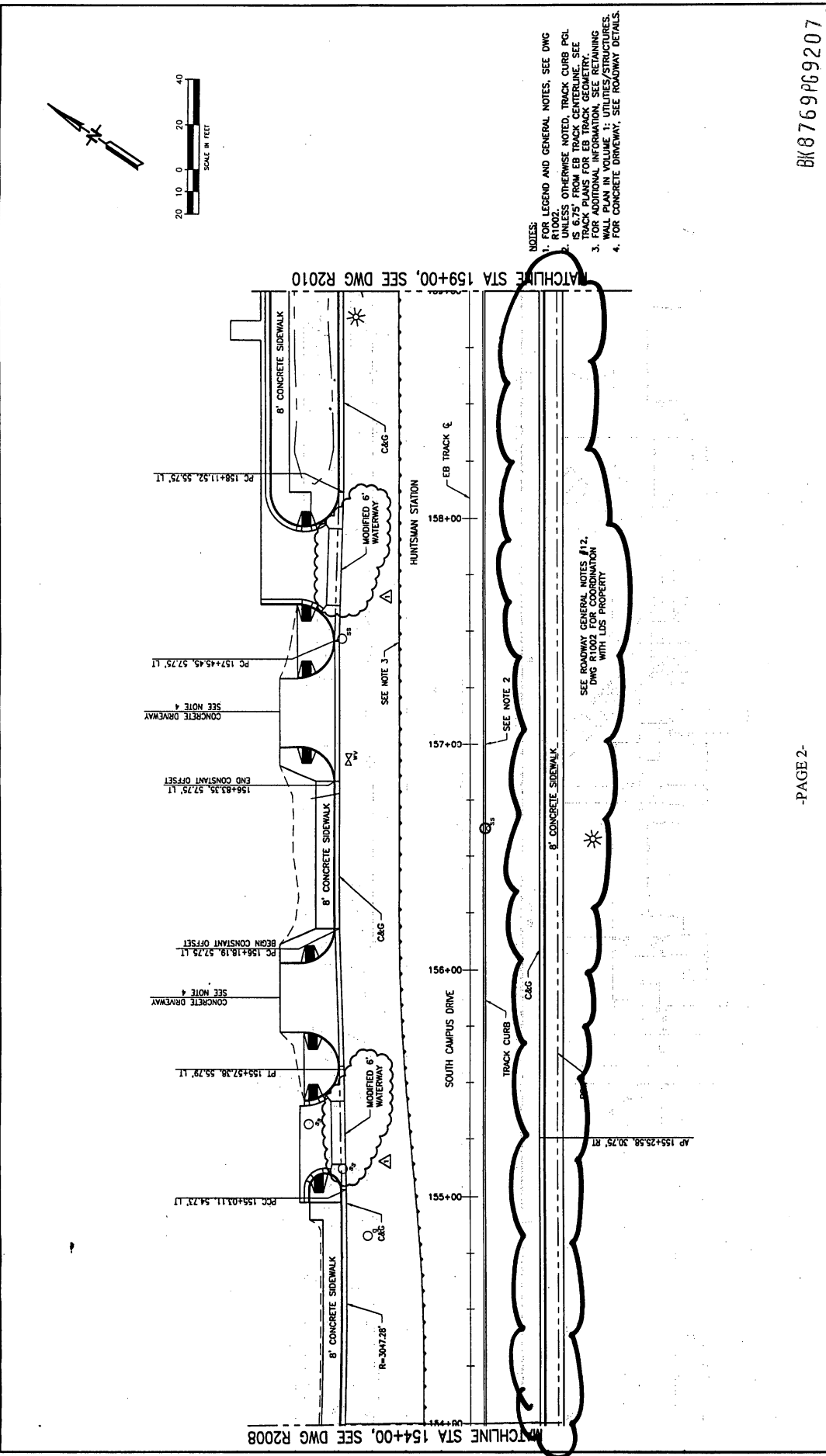


NO.	DATE	DESCRIPTION
1	6/11/02	ADDED MODIFIED 8' WATERWAY
2	6/11/02	ISSUED FOR CONSTRUCTION

FOR ADDITIONAL INFORMATION, SEE INTERSECTION GRADING PLANS

FOR ADDITIONAL INFORMATION, SEE PROPERTY TIE-IN SHEETS

NOT VALID UNLESS SIGNED



- NOTES:
1. FOR LEGEND AND GENERAL NOTES, SEE DWG R1002.
  2. UNLESS OTHERWISE NOTED, TRACK CURB PGL IS 6\"/>
  - 3. FOR ADDITIONAL INFORMATION, SEE RETAINING WALL PLAN IN VOLUME 1; UTILITIES/STRUCTURES.
  - 4. FOR CONCRETE DRIVEWAY, SEE ROADWAY DETAILS.

SEE ROADWAY GENERAL NOTES #12.  
DWG R1002 FOR COORDINATION  
WITH LBS PROPERTY

MATCHLINE STA 154+00, SEE DWG R2008

MATCHLINE STA 159+00, SEE DWG R2010

DATE: 11/14/02

REV	DATE	DESCRIPTION
1	11/14/02	ISSUED FOR CONSTRUCTION
2	11/9/02	ADD MODIFIED 6\"/>



A Utah Member of  
**CHS DESIGNERS**  
 CHS STV Incorporated  
 Hatch Mgmt MacDonald

**UTA TRAX**  
 MEDICAL CENTER  
 LRT LINE  
 UTAH TRANSIT AUTHORITY

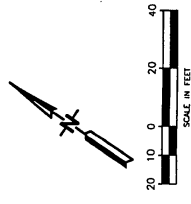
Checked By: M. STRANGHER  
 Drawn By: K. HEATER  
 Created By: C. PEARO  
 Approved By: K. MCDOLS

ROADWAY PLAN  
 SOUTH CAMPUS DRIVE  
 STA 154+00 TO STA 159+00

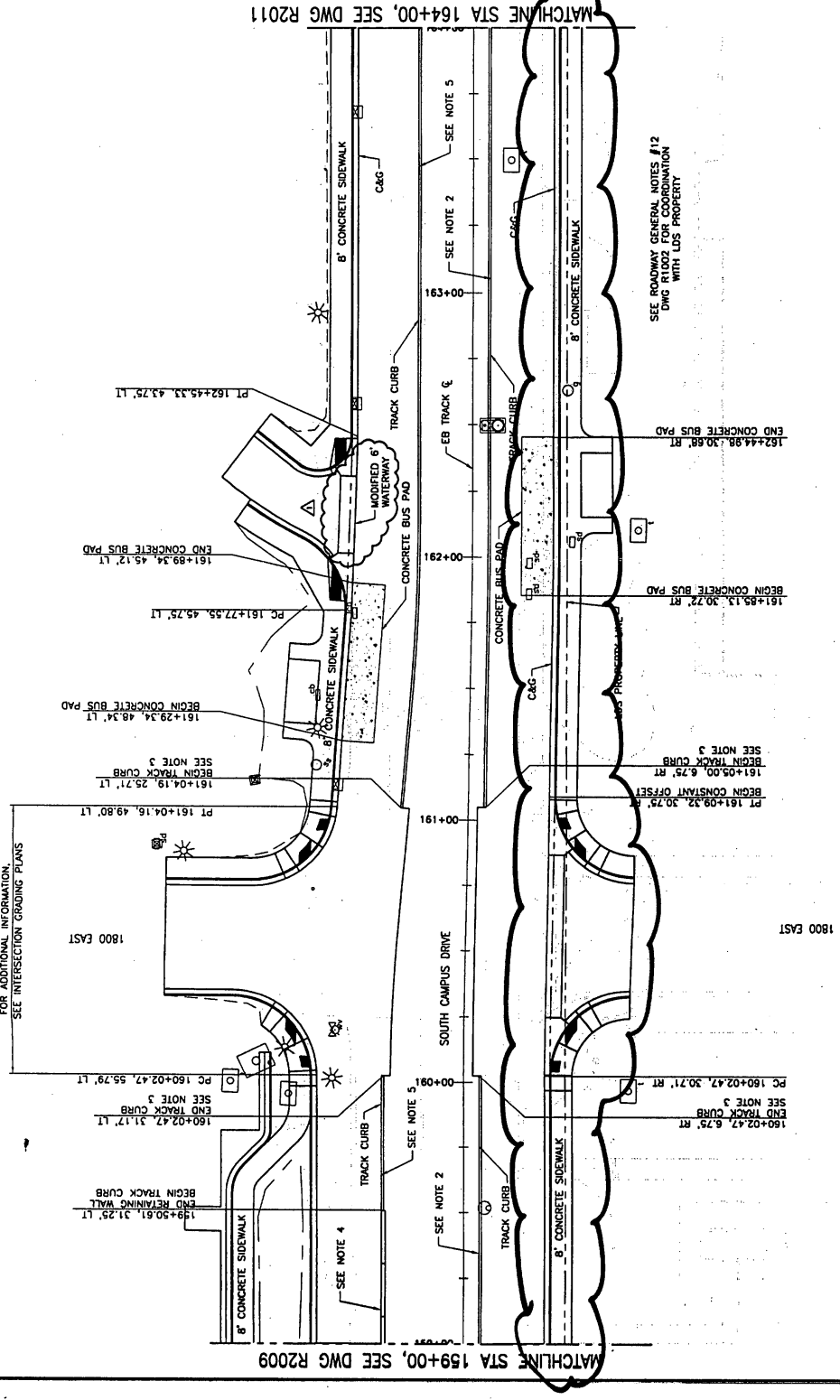
BK8769PG9207

-PAGE 2-

Scale: 1"=40'	Sheet No.:	28
CADD Filename: R2009.dwg	Drawn By:	R2009
Submitted Date: 11/14/2002	Checked By:	
UTL Control No.: JTPB-CM1-08 WE	Drawn By:	



FOR ADDITIONAL INFORMATION  
SEE INTERSECTION GRADING PLANS



MATCHLINE STA 159+00, SEE DWG R2009

MATCHLINE STA 164+00, SEE DWG R2011

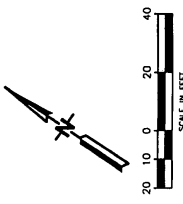
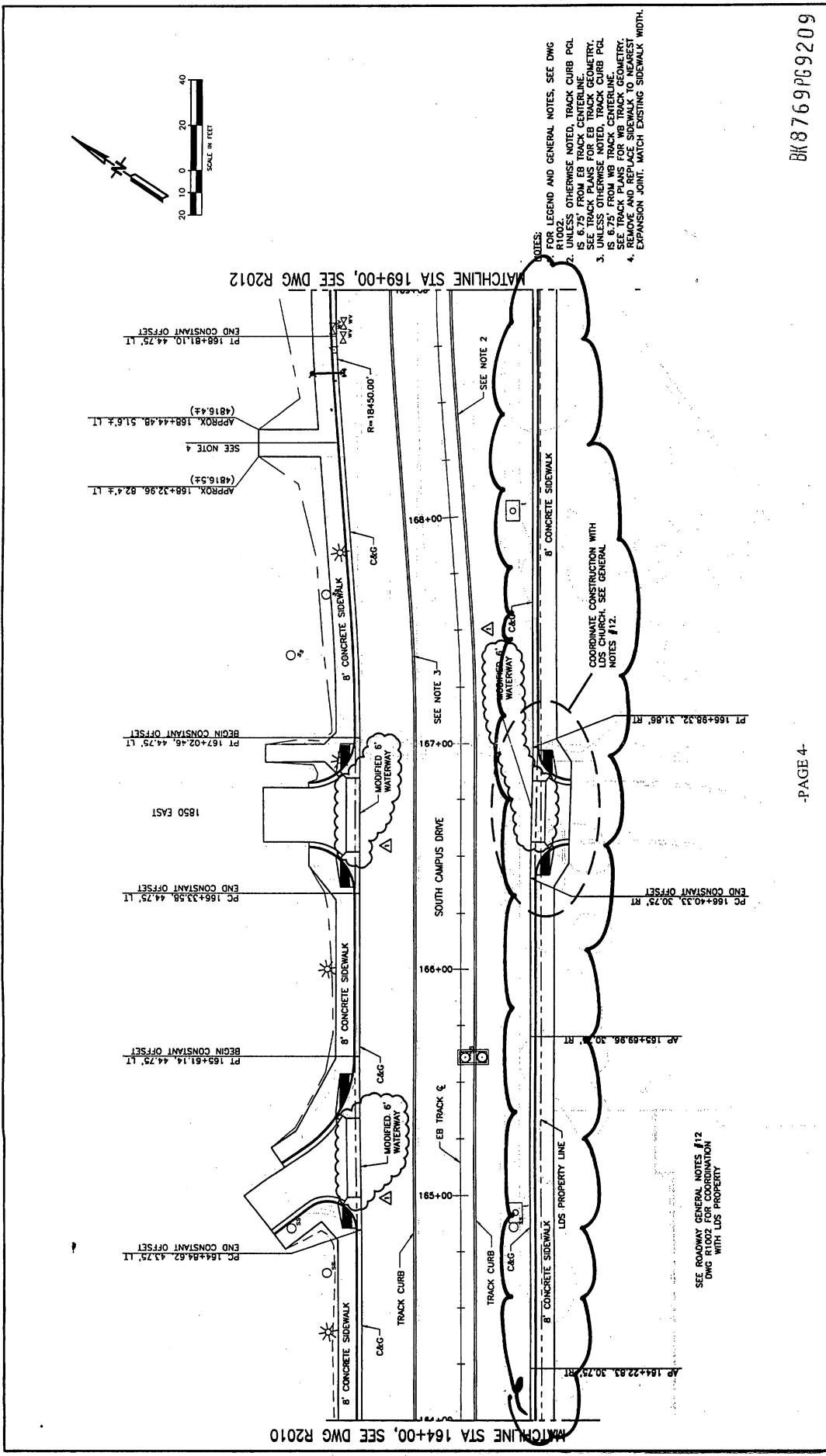
- NOTES
1. FOR LEGEND AND GENERAL NOTES, SEE DWG R2009.
  2. UNLESS OTHERWISE NOTED, TRACK CURB PGL IS 6.75' FROM EB TRACK CENTERLINE.
  3. SEE TRACK PLANS FOR EB TRACK GEOMETRY.
  4. SEE TRACK CURB TRANSITION TYPE A, SEE ROADWAY DETAILS.
  5. FOR ADDITIONAL INFORMATION, SEE RETAINING WALL PLAN IN VOLUME 1: UTILITIES/STRUCTURES.
  6. UNLESS OTHERWISE NOTED, TRACK CURB PGL IS 6.75' FROM WB TRACK CENTERLINE. SEE TRACK PLANS FOR WB TRACK GEOMETRY.

SEE ROADWAY GENERAL NOTES #12  
DWG R2002 FOR COORDINATION  
WITH LDS PROPERTY

BK8769PG9208

-PAGE 3-

		<b>ROADWAY PLAN</b> <b>SOUTH CAMPUS DRIVE</b> STA 159+00 TO STA 164+00	
		Prepared By: M. STRUBER Drawn By: K. HEATER Checked By: C. PEARCE Approved By: K. NICHOLS	
		Scale: 1"=40' CAD Filename: R2010.dwg Number: 14, 2002 UTA Contract No.: UTP9-00V-DB WE Drawing No.: R2010 Sheet No.: 29	
REVISION BLOCK			
A 1/1/12 ADDED MODIFIED 6' WATERWAY 1/1/12 ISSUED FOR CONSTRUCTION	DATE	DRAWN BY	CHECKED BY



- NOTES:
1. LEGEND AND GENERAL NOTES, SEE DWG R2011.
  2. UNLESS OTHERWISE NOTED, TRACK CURB POL IS 6.75' FROM EB TRACK CENTERLINE.
  3. SEE TRACK PLANS FOR EB TRACK GEOMETRY. UNLESS OTHERWISE NOTED, TRACK CURB POL IS 6.75' FROM EB TRACK CENTERLINE.
  4. SEE TRACK PLANS FOR WB TRACK GEOMETRY. UNLESS OTHERWISE NOTED, TRACK CURB POL IS 6.75' FROM WB TRACK CENTERLINE.
  5. REMOVE AND REPLACE SIDEWALK TO NEAREST EXPANSION JOINT. MATCH EXISTING SIDEWALK WIDTH.

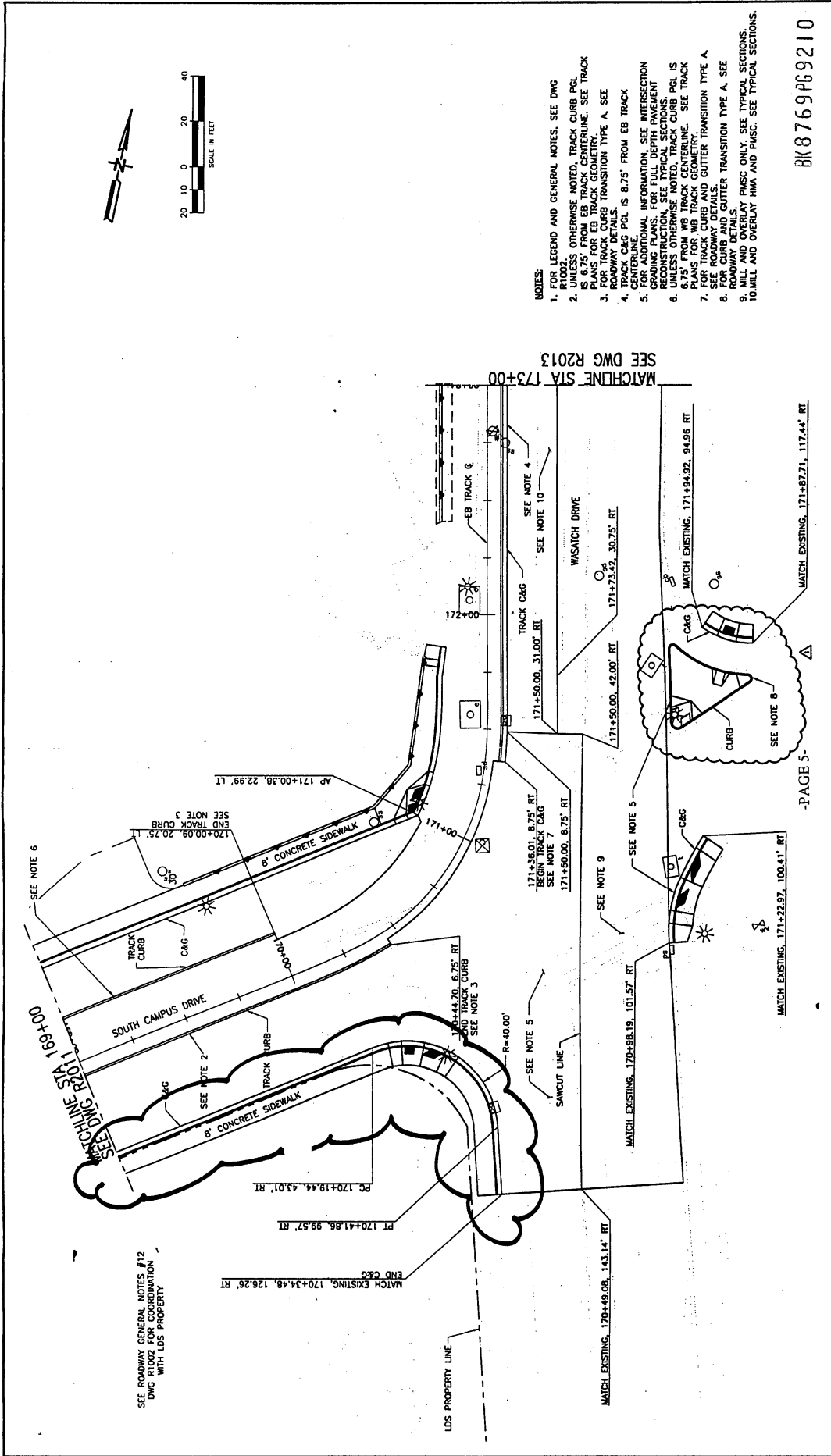
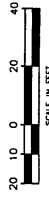
SEE ROADWAY GENERAL NOTES #12  
 DWG R2012 FOR COORDINATION  
 WITH LOS PROPERTY

BK8769PG9209

-PAGE 4-

<b>UTA TRAX</b> MEDICAL CENTER LRT LINE UTA TRAX AUTHORITY		Designer By: W. STRICKER Drawn By: K. HEATER Checked By: C. PEARCE Approved By: K. RICHOLS	Scale: 1"=40' CADD Name: R2011.dwg Started Date: JUNE 14, 2002 UTA Code: UTPB-CBY-DB WE Drawing No.: R2011 Sheet No.: 30									
 CH2M HILL Hobbie, McMillan, MacDonald A Joint Venture of <b>CHS DESIGNERS</b> CHS STV Incorporated 877-877-8777		REVISION BLOCK <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>5/9/02</td> <td>ISSUED MODIFIED 6' WATERWAY</td> </tr> <tr> <td>2</td> <td>5/14/02</td> <td>ISSUED FOR CONSTRUCTION</td> </tr> </table>		NO.	DATE	DESCRIPTION	1	5/9/02	ISSUED MODIFIED 6' WATERWAY	2	5/14/02	ISSUED FOR CONSTRUCTION
NO.	DATE	DESCRIPTION										
1	5/9/02	ISSUED MODIFIED 6' WATERWAY										
2	5/14/02	ISSUED FOR CONSTRUCTION										





SEE DWG R2013  
MATCHLINE STA 173+00

-PAGE 5-

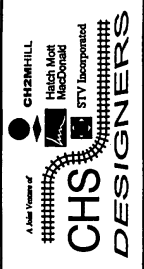
- NOTES:
1. FOR LEGEND AND GENERAL NOTES, SEE DWG R1002.
  2. UNLESS OTHERWISE NOTED, TRACK CURB POL IS 6.75' FROM EB TRACK CENTERLINE. SEE TRACK PLANS FOR EB TRACK GEOMETRY.
  3. UNLESS OTHERWISE NOTED, TRACK CURB POL IS 6.75' FROM WB TRACK CENTERLINE. SEE TRACK PLANS FOR WB TRACK GEOMETRY.
  4. TRACK C&G POL IS 8.75' FROM EB TRACK CENTERLINE.
  5. FOR ADDITIONAL INFORMATION, SEE INTERSECTION GRADING PLANS. SEE FULL DEPTH PAVEMENT PLANS FOR FULL DEPTH PAVEMENT.
  6. UNLESS OTHERWISE NOTED, TRACK CURB POL IS 6.75' FROM WB TRACK CENTERLINE. SEE TRACK PLANS FOR WB TRACK GEOMETRY.
  7. FOR TRACK CURB AND GUTTER TRANSITION TYPE A, SEE ROADWAY DETAILS.
  8. FOR CURB AND GUTTER TRANSITION TYPE A, SEE ROADWAY DETAILS.
  9. MILL AND OVERLAY HMA AND PMSC. SEE TYPICAL SECTIONS.
  10. MILL AND OVERLAY HMA AND PMSC. SEE TYPICAL SECTIONS.

BK 8769PG9210

ROADWAY PLAN  
SOUTH CAMPUS DRIVE /  
WASATCH DR.  
STA 169+00 TO STA 173+00

Scale:	1"=40'
CAD Name:	R2012.dwg
Submitted Date:	JUNE 14, 2002
UTV Number:	UT99-0047-08 WC
Drawing No.:	R2012
Sheet No.:	31

Designed By: M. STRICKER  
Drawn By: K. HEATER  
Checked By: C. PEARCE  
Approved By: K. NICHOLS



NO.	DATE	DESCRIPTION	DESIGNER

SEE ROADWAY GENERAL NOTES #12  
DMC R1002 FOR COORDINATION  
WITH LDS PROPERTY

REVISION BLOCK

UTAH STATE UNIVERSITY  
900 SOUTH CAMPUS DRIVE  
LOGAN, UT 84302-8000  
TEL: 435/797-1000  
WWW.UTAHSTATE.EDU

Blank  
Page

BL 87169 PG 9211-9215