

RESOLUTION NO. 04-03

ROLL CALL

VOTING	YES	NO
MAYOR DALE R. BARNEY <i>(votes only in case of tie)</i>		
MATTHEW D. BARBER <i>Councilmember</i>	EXCUSED	
PAUL M. CHRISTENSEN <i>Councilmember</i>	X	
EVERETT KELEPOLO <i>Councilmember</i>	X	
SETH V. SORENSEN <i>Councilmember</i>	X	
CHRIS C. WADSWORTH <i>Councilmember</i>	X	

I MOVE this resolution be adopted: Councilmember Kelepolo

I SECOND the foregoing motion: Councilmember Sorensen

RESOLUTION 04-03

**A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL
AGREEMENT BETWEEN THE UTAH TRANSIT AUTHORITY (UTA)
AND SPANISH FORK CITY EXPRESSLY AUTHORIZING
A WAIVER OF FEES PURSUANT TO SECTION 10-8-2 U.C.A.**

WHEREAS, the Utah Transit Authority (UTA) is a public transit district, which presently owns and operates a fixed guideway lightrail transportation system serving portions of the Salt Lake Valley; and

WHEREAS, UTA proposes to expand its existing fixed guideway service to include a larger geographic area along the urbanized Wasatch Front, extending generally from Brigham City in the North, to Payson in the South, through the construction and operation of both lightrail

and commuter rail facilities within a designated corridor (the “Corridor”); and

WHEREAS, communities along the prescribed Corridor will receive both benefits and impacts from the construction and maintenance of that Corridor; and

WHEREAS, while UTA recognizes the existence (but not necessarily the scope) of the communities planning, zoning, regulatory and police power authority to regulate within the Corridor, the communities recognize UTA’s assertion (but not necessarily the scope) of existing governing, state and federal laws, rules, and regulations relating to the construction and operation of a system within the Corridor; and

WHEREAS, in the interest of acting in mutual cooperation with each other, pursuant to the terms of the “Interlocal Cooperation Act” Title 11, Chapter 13, U.C.A. as amended, to be able to more accurately identify the system related costs; identify and establish the legal right of UTA to construct and operate the system within the communities; establish the parameters of the exercise by each community of its planning, zoning, regulatory authority; and establish the extent to which each community will participate in the planning, construction, and operation of the system, the parties desire to enter into an Interlocal Agreement; and

WHEREAS, the Agreement, which will span at least a period of **fifty** (50) years or more, is intended to identify and address potential conflicts that may arise between UTA and each community by establishing a dispute resolution mechanism and the rights and responsibilities of both UTA and the communities relative to the construction and operation of the system; and

WHEREAS, in accordance with the provisions of the Agreement, and pursuant to section 10-8-2 U.C.A., as amended, the City will be waiving fees that could otherwise be assessed to UTA,; and

WHEREAS, after first holding a public hearing on the matter, the City has determined

that, in light of the complementing waiver of fees by UTA, it will be in the best interest of the City to waive those fees pursuant to the Agreement; and

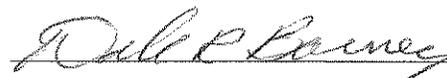
WHEREAS, this Agreement comports with the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended; and

WHEREAS, it is hereby determined to be in the best interest of the health, safety, and welfare of the citizens of this community to enter into this Interlocal Agreement.

NOW, THEREFORE, be it resolved by the Spanish Fork City Council of Utah:

1. That the agreement entitled Master Interlocal Agreement Regarding Fixed Guideway Systems located within a designated Corridor, Between UTA and Spanish Fork City, entered into pursuant to the "Interlocal Cooperation Act," Title 11, Chapter 13, U.C.A. as amended, which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Mayor be authorized to execute the Agreement.
3. That the City expressly grant a waiver of fees to UTA in accordance with Section 10-8-2 U.C.A. as amended, pursuant to the terms of the Agreement.

PASSED AND ADOPTED this 3rd day of February, 2004.

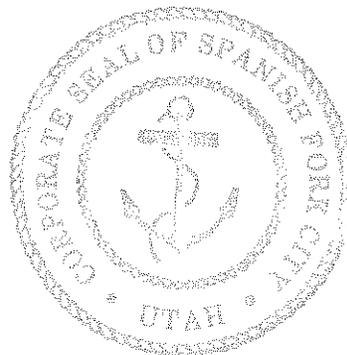


DALE R. BARNEY, Mayor

ATTEST:



KENT R. CLARK, City Recorder



APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "A. Germain Barber", is written over a horizontal line.

City Attorney
Assistant City Attorney

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MASTER INTERLOCAL AGREEMENT

REGARDING

FIXED GUIDEWAY SYSTEMS LOCATED WITHIN

RAILROAD CORRIDORS

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THIS MASTER INTERLOCAL AGREEMENT REGARDING FIXED GUIDEWAY SYSTEMS LOCATED WITHIN RAILROAD CORRIDORS, with an Effective Date of February 13, 2004 ("Agreement"), by and among UTAH TRANSIT AUTHORITY, a public transit district organized under Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended ("UTA"), and the CITIES of AMERICAN FORK, BLUFFDALE, BRIGHAM CITY, CENTERVILLE, CLEARFIELD CITY, CLINTON, DRAPER, FARMINGTON, HARRISVILLE, KAYSVILLE, LAYTON, LEHI, LINDON, MIDVALE, MURRAY, NORTH SALT LAKE, OGDEN, OREM, PAYSON, PERRY, PLEASANT GROVE, PLEASANT VIEW, PROVO, ROY, SALT LAKE CITY, SANDY, SOUTH JORDAN, SOUTH SALT LAKE CITY, SPANISH FORK, SPRINGVILLE, SUNSET, VINEYARD, WEST BOUNTIFUL, WEST JORDAN, WILLARD, WOODS CROSS, all bodies politic and municipal corporations under Utah law (collectively "Municipalities"), and the COUNTIES of BOX ELDER, DAVIS, SALT LAKE, UTAH, and WEBER, all bodies politic and county corporations under Utah law (collectively "Counties") (Counties and Municipalities collectively "Communities"),

WITNESSETH:

WHEREAS, UTA is a public transit district, which presently owns and operates a fixed guideway light rail transportation system serving portions of the Salt Lake Valley; and

WHEREAS, UTA proposes to expand its existing fixed guideway service to include a larger geographic area along the urbanized Wasatch Front, extending generally from Brigham City in the north to Payson City in the south, through the construction and operation of both light rail and commuter rail facilities as more particularly described herein (the "System"); and

WHEREAS, UTA owns or has an interest in property on which to construct and operate the System, generally following the alignment depicted on Exhibits A to E attached hereto and more particularly described on Exhibit F attached hereto (the "Corridor"), which Corridor traverses through each of the Communities; and

WHEREAS, the System will benefit and serve the transportation needs of the Communities, and the Communities support and encourage the construction of the System at the earliest possible date; and

WHEREAS, notwithstanding the benefit provided to the Communities by the System, the construction and operation of the System may have both direct and indirect adverse impacts on the Communities and the residents within the Communities, including fiscal impacts, and it is incumbent upon the elected officials of the Communities to exercise the Communities' existing planning, zoning, and regulatory authority under the exercise of the Communities' police power to mitigate any such adverse impacts; and

WHEREAS, the exercise by the Communities of planning, zoning, and regulatory authority under the exercise of the Communities' police power has the potential for impacting (i) the costs of constructing, maintaining and operating the System, and (ii) the uniform operation of the System; and

WHEREAS, UTA proposes to fund a major portion of the cost of constructing the System through federal grants; and

WHEREAS, prior to seeking federal funding, UTA must (i) identify to a reasonable certainty all of the costs associated with the construction of the System, and (ii) provide evidence of its legal right to construct and operate the System within the jurisdictions of the Communities; and

WHEREAS, UTA asserts that certain planning, zoning, and regulatory authority under the exercise of the Communities' police power is limited by State and federal

laws, rules and regulations in the case of regional transportation systems similar to the System; and

WHEREAS, UTA is and will be subject to oversight by numerous federal and State agencies in connection with the construction and operation of the System, including the Federal Railroad Administration ("FRA"), Federal Highway Administration ("FHWA"), Federal Transit Administration ("FTA"), Environmental Protection Agency ("EPA"), Utah Department of Environmental Quality ("UDEQ"), Utah Department of Transportation ("UDOT"), Wasatch Front Regional Council ("WFRC"), and Mountainland Association of Governments ("MAG"); and

WHEREAS, the Communities desire to be involved in the planning and development of the System to the maximum extent possible, including by their participation in the existing federal and State processes; and

WHEREAS, Communities with jurisdiction over CERCLA sites may be required by EPA to implement land use, development or operating regulations pursuant to a CERCLA Record of Decision; and

WHEREAS, UTA, recognizing the existence (but not necessarily the scope) of the Communities' planning, zoning, and regulatory authority under the exercise of the Communities' police power, desires to enter into this Interlocal Agreement for the purpose of (i) more accurately estimating the costs of the System, (ii) establishing the legal right to construct and operate the System within the Communities, (iii) establishing the parameters of the exercise by the Communities of their planning, zoning, and regulatory authority under the exercise of the Communities' police power, and (iv)

establishing the extent of the Communities' participation in the planning, design, construction, and operation of the System; and

WHEREAS, the Communities, recognizing UTA's assertion (but not necessarily the scope) of limiting State and federal laws, rules and regulations relating to the planning, design, construction and operation of the System, and the oversight authority of the above-referenced State and federal agencies, desire to enter into this Interlocal Agreement for the purpose of (i) identifying System-related costs to be borne by UTA, (ii) establishing the legal right of UTA to construct and operate the System within the Communities, (iii) establishing the parameters of the exercise by the Communities of their planning, zoning, and regulatory authority under the exercise of the Communities' police power, and (iv) establishing the extent of the Communities' participation in the planning, design, construction, and operation of the System; and

WHEREAS, UTA and the Communities, recognizing that the System may be in operation for a period in excess of 50 years, and recognizing their inability to identify and address all of the potential conflicts that may arise between and among the Parties over such period of time regarding the System, desire to establish a dispute resolution mechanism; and

WHEREAS, this Agreement is entered into under and pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"), and the Parties desire to evidence compliance with the terms and provisions of the Act,

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Communities and UTA do hereby agree as follows:

SECTION 1. DEFINITIONS

“Administrative Fee” means fee charges for licenses, applications, and plan reviews, as well as fees associated with building permits, land use permits, and other similar ministerial charges.

“Betterment” means any Change requested by any Community that is beyond the scope of work necessary to complete the System according to applicable federal and State requirements. Betterment shall not include Changes that are:

- (i) reasonably necessary for the repair, replacement or protection of an existing Facility affected by the construction of the System;
- (ii) reasonably necessary to bring the Facility up to the same standard that was established and in place at that Facility, prior to the proposed work;
- (iii) reasonably required to implement the System properly or in accordance with transit industry standards;
- (iv) reasonably necessary to mitigate environmental impacts identified in UTA’s Record of Decision or Finding of No Significant Impact for the Environmental Study;
- (v) reasonably necessary to give effect to the reasonably discernable intent of the Parties expressed in this Agreement;
- (vi) in the case of work affecting Facilities, reasonably necessary to preserve the appearance, capacity, functionality, quality, durability, serviceability, longevity and value of such Facilities existing at the time funding is approved for a particular project; or
- (vii) required by the terms of this Agreement.

“Change” means any deviation from the Standard, other than a deviation which is de minimus.

“Communities” means each of the municipalities and counties which is a Party to this Agreement;

“Community Representative” means the individual identified as the representative for each community as designated on Exhibit G, or who may otherwise be designated by a Community with written notification to UTA.

“Corridor” means a railroad right-of-way owned or operated by UTA and located along the urbanized area of the Wasatch Front, as depicted on Exhibits A to E and as more specifically identified on Exhibit F, except as in Section 6(b) below;

“Environmental Study” means a Finding of No Significant Impact (FONSI) or Record of Decision (ROD) or comparable State document;

“Facility” means any infrastructure owned or operated by a Community or a special district serving a Community including, by way of example, roadway, sidewalk, utilities, trails and street lighting.

“Long Range Transportation Plans” means the “Wasatch Front Urban Area Long Range Transportation Plan Update, 2004-2030” adopted by the Wasatch Front Regional Council on December 18, 2003 (as amended), and the “Utah Valley Long Range Transportation Plan, 2003-2030” adopted by the Mountainland Association of Governments on March 20, 2003 (as amended).

“Mediation Panel” has the meaning set forth in Section 14(c) to this Agreement.

“Metropolitan Planning Organization” or “MPO” means an organization established under 23 U.S.C. Section 134.

“Party” means an individual Community or UTA that is a party to this Agreement.

“Platform” means the area immediately adjacent to the System tracks specifically designated for the access of passengers as they load and unload from the transit vehicle.

“Standard” means any accepted or authoritatively established criterion, rule, or specification for design, specifications, construction techniques, sequencing or similar items or matters for any proposed construction, repair, operation or maintenance work on or related to the System.

“System” means a surface public transportation facility located within a Corridor including, by way of example, light rail, commuter rail, trolleys, guided busways, or similar technology for surface transportation purposes. System includes all things necessary to construct and/or operate a public transportation facility within a Corridor, including all rails, fastenings, switches, switch mechanisms and frogs with associated materials, ties, ballast, signals and communications devices (and associated equipment), passenger facilities, Platforms, drainage facilities, automatic warning devices, traction power substations, overhead catenary systems, bumpers, roadbed, embankments, bridges, trestles, culverts, or any other structures or things necessary for the support thereof and, if any portion thereof is located in a thoroughfare, the term includes pavement, crossing planks and other similar materials or facilities used in lieu of pavement or other street surfacing materials at vehicular and pedestrian crossings of tracks, and any and all structures and facilities required by lawful authority in connection with the construction, renewal, maintenance and operation of any of the foregoing. System does not include public transportation facilities such as passenger terminals, park and ride facilities, maintenance facilities, or other auxiliary facilities; nor does System include development and use of facilities by UTA within a Corridor for purposes other than public transportation, such as billboards, telecommunication towers, and

signage, provided further that any regulation of such facilities would not interfere with the operation of the System.

"UTA" means Utah Transit Authority, a public transit district organized under Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended.

"UTA Representative" means UTA's Manager of Engineering and Construction.

SECTION 2. PURPOSE

Implementation of the Metropolitan Planning Organizations' Long Range Transportation Plans, by constructing and operating the System contemplated thereby, represents a major undertaking on the part of UTA. UTA is responsible for and shall manage the planning, design, construction, and operation of the System. UTA shall be solely responsible for all costs related to the planning, design, construction, and operation of the System, except as specifically provided to the contrary in this Agreement or agreed to in writing by any Community. However, in order for UTA to appropriately protect its interests and discharge its obligations to the public in connection with the planning, design, construction, and operation of the System, UTA must ensure that there is careful management of financial resources and strict adherence to the design and construction schedules. In addition, the planning, design, construction, and operation of the System must be carried out in a manner which takes into account and protects the interests of the Communities. The interests of the Communities and UTA with respect to the planning, design, construction, and operation of the System will not always coincide. Therefore, the Communities and UTA have entered into this Agreement for the following primary purposes:

(a) To identify, document, and agree upon the interests and objectives of the Communities and UTA with respect to the planning, design, construction, and operation of the System.

(b) To describe the respective roles of the Communities and UTA in connection with the planning, design, construction, and operation of the System and to establish methods and means of working together and cooperating to achieve the goals and objectives identified herein.

(c) To define the scope of local permitting that will be required for the planning, design, construction, and operation of the System so that UTA can define with reasonable certainty the budget and schedule for implementation of the System;

(d) To establish the mechanisms for resolving any disputes among the Communities and UTA that may arise in connection with the planning, design, construction, and operation of the System.

(e) To identify the allocation of System costs including Betterments among the Communities and UTA.

SECTION 3. STATEMENT OF MUTUAL SUPPORT

The Communities hereby acknowledge their support for implementation of the System reflected in the MPO's existing Long Range Transportation Plans. The Parties to this Agreement agree to cooperate with one another in a manner consistent with the commitments made and obligations assumed by each Party pursuant to this Agreement. The Communities agree to participate in processes established for the planning, design, construction, and operation of the System, including all available federal and State processes. However, nothing in this Section shall be construed to

require a Community to initiate, endorse, or support any action to raise revenue to help fund a System either by a tax increase or otherwise. UTA agrees to use its best efforts to ensure that issues timely brought to its attention by the Communities are addressed by UTA or through the federal and State processes as appropriate. UTA agrees to cooperate with Communities to resolve concerns expressed by the Communities to the maximum extent possible consistent with applicable federal and State requirements and its contractual commitment with Union Pacific Railroad.

SECTION 4. TERM

This Agreement shall continue in full force and effect for a period of 50 years from the Effective Date (the "Initial Term"). Six months prior to the end of the Initial Term, the parties will negotiate in good faith to agree on terms and conditions that will govern an additional term of 50 years; provided, however, that in no event may any Community revoke the right of UTA to use the Corridor to maintain and operate the System; and provided further, that if a portion of a Corridor is not included in the MPO's Long Range Transportation Plan for more than ten years or if, after the initial construction of System on a portion of a Corridor, a portion of the Corridor ceases to be operated by UTA for public transportation purposes, then this Agreement shall cease to be effective as to that portion of the Corridor. The indemnification provisions of Section 15 shall survive the termination of this Agreement.

SECTION 5. RIGHTS GRANTED TO UTA; RESERVATION OF AUTHORITY

(a) For the express purpose of approving and recognizing UTA's right to plan, design, construct, own, operate and maintain the System within the Corridor as the same traverses the respective jurisdictions of each of the Communities, and to achieve

the other objectives described herein, each Community shall grant to UTA (while recognizing that UTA may also need to acquire permits, license and property rights from entities other than the Communities), subject to the terms and conditions of this Agreement, following rights as the same relate to the System within the Corridor:

(i) to the extent permitted by constitutional and statutory law, the right to plan, design, construct, own, operate and maintain the System without obtaining a permit therefor from a Community,

(ii) the right to plan, design, construct, own, operate and maintain the System without the payment to a Community of any Administrative Fees, and

(iii) the right to plan, design, construct, own, operate and maintain the System without being subject to a Community's planning, zoning, and regulatory authority under the exercise of each Community's police power to the extent (A) such UTA activities are governed by federal or State laws, rules or regulations, (B) the exercise of such authority by one or more Communities would impose a cost on UTA which constitutes a Betterment under the terms of this Agreement, or (C) the exercise of such authority by one or more communities would be inconsistent with the terms of this Agreement. To the extent permitted by constitutional or statutory law, such grant of rights to UTA shall supersede any and all otherwise applicable ordinances, rules, regulations, practices and/or procedures existing or prevailing within each of the Communities at the present time or at any time in the future during the term hereof.

(b) The Communities expressly retain and reserve all planning, zoning, and regulatory authority under the exercise of their police powers with respect to (i) all UTA property situated outside of the Corridor, and all UTA activities conducted outside of the

Corridor, and (ii) all UTA property situated within the Corridor, and all activities conducted thereon, except to the extent of the rights expressly granted to UTA in subsection (a) above.

(c) Notwithstanding the grant of rights contained in subsection (a) above, the Communities shall retain and reserve all rights and authorities expressly recognized by this Agreement.

(d) Notwithstanding the grant of rights in subsection (a) above, the Communities may exercise such authority as does not materially adversely affect the uniform operation of the system, including, by way of example, weed control, nuisance abatement, or graffiti removal.

(e) Notwithstanding the grant of rights contained in subsection (a) above, UTA shall be required to pay to a Community any Administrative Fees that are required to be imposed under the terms of existing agreements for bond financing to the extent finally determined by a court or other tribunal.

(f) Notwithstanding the grant of rights contained in subsection (a) above, the rights of UTA to plan, design, construct, operate and maintain the System over existing streets within Salt Lake City, Provo City, Salt Lake County and any other city that has the right to require a franchise agreement shall be subject to the terms and conditions of franchise agreements to be entered into between UTA and each of such Communities.

(g) Notwithstanding the grant of rights contained in this Agreement, UTA shall comply with all environmental laws, regulations and court orders.

(h) Notwithstanding the grant of rights contained in subsection (a) above, in those instances where municipal or county land use, development or operating

regulations have been developed pursuant to a CERCLA Record of Decision including institutional controls, UTA shall abide by the terms of such land use, development or operating regulations.

(i) Except as otherwise expressly provided in Section 10 and Section 15 of this Agreement, nothing in this Agreement is intended to modify the conditions of approval (including permits, site plan review, or licenses) for the existing light rail TRAX line (including extensions), the terms or conditions of other agreements presently existing between the Parties, or existing property rights.

(j) The rights granted to UTA by the communities under or pursuant to this Agreement and/or any ordinance or resolution adopted by a Community as contemplated herein are granted as a quid pro quo for, and in consideration of, the rights herein granted by UTA to the Communities, and the provision by UTA of System transportation services to the Communities. The rights granted to the Communities and each of them under or pursuant to this Agreement by UTA, and the provision of System transportation services to the Communities by UTA, are granted and provided as a quid pro quo for, and in consideration of, the rights herein granted by the Communities to UTA. Each Party, by the approval, execution and delivery hereof, finds, determines and represents that it has received, and will hereafter receive, full and adequate consideration in exchange for any and all rights granted or to be granted by such party as contemplated hereby.

(k) Each Community shall undertake its best efforts to take such actions as shall be necessary to give effect to this Agreement, consistent with State and local law.

SECTION 6. SCOPE OF AGREEMENT APPLICATION

(a) This Agreement shall apply solely within the boundaries of the Corridor. The planning, design, construction and operation of System-related facilities located outside of the Corridor, such as passenger terminals, park and ride facilities, maintenance facilities, or other auxiliary construction, shall not be subject to the provisions of this Agreement, and shall instead be governed by applicable Community ordinances, rules, practices and procedures, or any subsequent agreement between UTA and the affected Community.

(b) UTA is in the process of completing an Environmental Study for a portion of the System identified as the Commuter Rail from Weber County to Salt Lake City Project. In keeping with the mandated requirements, more than one alternative is under consideration. One such alternative considered in the environmental document makes use of the D&RGW corridor from M.P. 754 to M.P. 778. It is anticipated that the Environmental Study will be completed with a Record of Decision (ROD) in June, 2004. If the preferred alternative makes use of this portion of the D&RGW corridor for the Commuter Rail from Weber County to Salt Lake City Project, the Parties shall make a good faith effort to modify this agreement as it relates to this portion of the D&RGW corridor. If the preferred alternative in the ROD does not make use of this portion of the D&RGW corridor for the Commuter Rail from Weber County to Salt Lake City Project, and, in the event or any legal challenge, the preferred alternative is sustained by a court of competent jurisdiction, then the D&RGW corridor from M.P. 754 to M.P. 778 shall be deemed to be excluded from this Agreement. In the event that this portion of the D&RGW corridor is excluded from this Agreement, UTA and the Communities through

which this portion of the D&RGW corridor traverses shall work in good faith to negotiate an agreement for use of this corridor at a future time.

SECTION 7. PROCESSES AND PROCEDURES REGARDING ENVIRONMENTAL STUDIES

(a) UTA will comply with federal and State requirements, and the terms of this Agreement, for Environmental Studies.

(b) UTA will send one copy of the applicable draft Environmental Study to each affected Community for review and comment at the earliest time it is permitted to do so by federal law. In addition, UTA shall prepare an exhibit describing the document and its contents, and will be available to assist Communities to understand the Environmental Study. The Environmental Study including the exhibit shall be sent to each Community as specified in Exhibit G. Communities are responsible to review and provide comment on the draft Environmental Study, and UTA shall allow the Communities a reasonable amount of time to do so. UTA will confer with each Community which timely expresses a comment and will use its best efforts to resolve the concerns expressed by each Community.

(c) UTA will send one copy of the outcome of the Environmental Study to each affected Community. This document will describe the mitigation approved and required for the project. The Environmental Study shall be sent to each Community Representative as specified on Exhibit G.

(d) UTA will mitigate environmental impacts as required by the Environmental Study.

SECTION 8. PROCESSES AND PROCEDURES REGARDING SYSTEM PLANNING AND DESIGN

(a) UTA will design the System to meet then-applicable federal and State requirements, and the terms of this Agreement.

(b) UTA will distribute System design plans to each Community for review and comment. Communities will be given the opportunity to identify potential design issues, including dangerous or hazardous conditions, and to review and respond to the System design during the planning phase. This review will take place at approximately the conceptual development stage, near the completion of the preliminary engineering stage and at final design. UTA will respond to comments timely received from the Communities with discussion of how the comments will be resolved in the construction documents. UTA shall allow the Communities a reasonable amount of time to review and comment on the design plans at each stage where the Communities have an opportunity to review and comment on design plans as outlined in this section.

(c) The Communities acknowledge that UTA does not know with reasonable certainty the technology that may be available at the time of System construction and that available technology will influence System design. The Communities acknowledge that it is therefore impossible for UTA to define with certainty necessary components of System design, including Platforms. The Platforms will be equal to or better in design and construction quality to the baseline reflected in the North/South light rail corridor operating in Salt Lake County.

SECTION 9. PROCESSES AND PROCEDURES REGARDING SYSTEM CONSTRUCTION AND MAINTENANCE

(a) UTA will ensure that all construction and maintenance work with respect to the System is done in compliance with all applicable federal and State requirements, and the terms of this Agreement.

(b) UTA shall be responsible to understand local requirements normally associated with permitting for construction or maintenance of the System in each Community and to comply with the Community's generally applicable standards, including notice requirements.

(c) In the case of work affecting Facilities, UTA shall be responsible to preserve the then-existing appearance, capacity, functionality, quality, durability, serviceability, longevity and value of Facilities.

(d) UTA will provide such notice regarding construction commencement dates, including maintenance construction, and the anticipated construction schedule as is reasonable under the circumstances. Construction Notice shall be sent to each Community Representative as specified in Exhibit G.

SECTION 10. PROCESSES AND PROCEDURES REGARDING FACILITIES

(a) UTA will comply with federal and State requirements, and the terms of this Agreement, regarding the replacement and relocation of Facilities.

(b) UTA shall be responsible to understand local requirements normally associated with replacement and relocation of Facilities in each Community and to comply with the Community's generally applicable standards, including notice requirements.

(c) UTA will contact each Community in the System area during the planning phase to obtain information on existing and proposed Facilities. Communities will be given the opportunity to review and comment on System-related relocations or modifications of Facilities. UTA will confer with each Community which timely expresses a comment and will use its best efforts to resolve the concerns expressed by each Community. The Community will have authority to approve plans of Facilities, which approval shall not unreasonably be withheld.

(d) Design and construction of System-required Facility relocations or modifications will be a System expense, regardless of prior existing agreements between a Community and UTA's predecessor in interest, unless otherwise provided by agreement between the Parties.

(e) UTA shall review all requests by Communities for standard perpendicular crossings of Facilities against UTA's standard design criteria on an expedited schedule and without the need for the Communities to pay any administrative fees or other administrative charges otherwise payable by Communities in connection with the planning, design, construction, operation or maintenance of the Facility.

(f) UTA shall review all requests by Communities for parallel Facilities against UTA's design criteria within a reasonable time period given the nature of the request and without the need for the Communities to pay any administrative fees or other administrative charges otherwise payable by Communities in connection with the planning, design, construction, operation or maintenance of the Facility.

SECTION 11. PROCESSES AND PROCEDURES REGARDING STREET CROSSINGS

(a) UTA will comply with all applicable State and federal requirements, and the terms of this Agreement, as they relate to safety and grade crossings.

(b) UTA shall be responsible to understand local requirements normally associated with street reconstruction in each Community and to comply with the Community's generally applicable standards, including notice requirements.

(c) Street reconstruction work will be designed to the generally applicable existing standards of the entity that owns and operates the street that is crossed. Any costs associated with reconstruction of the streets necessary to accommodate the at-grade street crossings of the System will be a System expense.

(d) During the initial construction of the System, UTA will invite Communities to the UDOT design review of the crossings to provide comment. UTA will confer with each Community which timely expresses a comment and will use its best efforts to resolve the concerns expressed by each Community.

(e) UTA will cooperate with Community requests for future street crossings of the System to the maximum extent possible consistent with applicable federal and State requirements and its contractual commitment with Union Pacific Railroad.

SECTION 12. PROCESSES AND PROCEDURES REGARDING SYSTEM OPERATION

UTA will ensure that its System's operations are done in compliance with all applicable federal and State regulations, and the terms of this Agreement.

SECTION 13. BETTERMENTS REQUESTED BY COMMUNITIES

(a) UTA shall be responsible to pay for all costs associated with System planning, design, construction and operation according to applicable federal and State requirements.

(b) Communities may request, and UTA shall implement, Betterments in accordance with the terms of this Section.

(c) Requests for Betterments shall be made as early in the planning process as is possible. Requests shall be submitted in writing to the UTA Representative. A request for a Betterment shall be implemented by UTA if: (i) the Betterment is not prohibited by a governing State or federal standard; (ii) the Betterment does not adversely impact the System operation; (iii) the Betterment will not unreasonably delay construction of the System; and (iv) the Community has made appropriate arrangements with UTA for payment.

(d) The Community proposing the Betterment will be responsible for reimbursing UTA for all incremental costs incurred by UTA as a result thereof, which costs will be the same as those incurred by UTA to perform the Betterment work without the addition of any administrative fees. UTA will memorialize an understanding regarding Betterments in a letter agreement or similar document with the Community, which document will govern the terms pursuant to which the Community will pay for the Betterment. The Community Representative requesting the Betterment shall be solely responsible for obtaining any necessary local approval of the requested Betterment in a timely manner.

(e) A Community may be allowed to design and/or construct the Betterment using its own forces, subject to design review and approval by UTA and its contractor, provided that the Community's design process does not unreasonably delay construction of the System or negatively impact the contractual arrangements between the UTA contractor and the UTA designer relating to risk assumption.

(f) When the work constitutes a Betterment that is being financed by a Community, the Community shall have oversight of activities of the construction work performed in connection with the Betterment. If, as a result of a Community Representative's observation of construction work as provided above, the Community objects to the manner in which work is being performed by UTA's contractor, the Community shall not be permitted to stop any phase of the work. Instead, the Community shall immediately contact the UTA Representative or designee. UTA shall resolve the Community's concerns in a manner that is consistent with this Agreement. Nothing in this Section shall be interpreted to prohibit a Community from suspending construction work in emergency cases where such suspension is necessary to prevent or mitigate an imminent threat of death, bodily injury, or other serious damage to persons or property as determined by the Community representative in good faith.

SECTION 14. DISPUTE RESOLUTION

(a) Any dispute regarding the construction or interpretation of any provision of this Agreement, or of any other agreement among the Parties relating to the implementation of the System, or regarding any policy matter or the determination of an issue of fact (including, without limitation, issues involving Betterments), shall be

referred for resolution to the Community Representative involved in the dispute and the UTA Representative.

(b) If the dispute is not resolved between the Community Representatives and the UTA Representative within 14 days from the date of first notification by one Party to the other of the disputed issue, the dispute may be advanced, by either Party, to the CEO or designee of the Community involved in the dispute, and CEO or designee of UTA. The CEOs shall engage in good faith negotiations aimed at reaching an amicable solution to the dispute that is consistent with the cooperation and coordination expressed in this Agreement.

(c) If the dispute is not resolved between the respective CEOs within 30 days after notice of the dispute is given to the CEOs, then the Parties to the dispute shall refer the dispute for resolution to a single mediator, agreed upon by both the Community(ies) involved in the dispute and UTA. If the respective CEOs are unable to agree upon a single mediator, the matter shall be referred to a three member Mediation Panel. One member of the Mediation Panel shall be selected by UTA, one member of the Mediation Panel shall be selected by the Community(ies) involved in the dispute, and the third member of the Mediation Panel shall be selected jointly by the other two panel members. Panel members shall be independent of the entities involved in the dispute and shall be recognized and approved by State and/or federal courts as qualified and experienced mediators/arbitrators. Each Party to the dispute shall pay its own costs and fees, including the fees for its appointed mediator, and shall jointly pay for the costs and fees of the jointly appointed mediator. Any of the above time periods may be modified by mutual agreement of the Parties.

(d) If the dispute cannot be resolved by the mediator or Mediation Panel within 90 days from the date of a final determination by the CEOs, the dispute may be brought before a court or other tribunal appropriate under the circumstances for de novo review. A matter may only proceed to court after exhausting the above appeal procedure.

(e) Notices required under this Section 14 shall be sent to the involved Parties as specified in Exhibit G.

SECTION 15. INDEMNIFICATION

UTA shall indemnify, defend, and hold harmless each Community, and their respective past, present and future officials, employees, officers, directors, trustees and agents (each an "Indemnified Party"), from and against all claims, demands, lawsuits, liens and all liability or damage of whatever kind, including attorneys' fees and expenses of dispute resolution (including expert witness fees and investigative expenses), arising out of or by reason of any acts, errors or omissions: (a) related to the exercise by UTA of the rights granted to UTA herein (excluding, however, challenges to a Community's authority to enter into this Agreement); (b) in any construction or other activity related to the System; (c) in any planning, design, operation, maintenance or repair of the System; (d) related to UTA's breach of any material provision of this Agreement, or (e) related to UTA's failure to comply with any federal, State or local environmental laws or regulations. Notwithstanding the foregoing, UTA shall not be required to indemnify, defend or hold harmless any Community from claims, damages, losses or expenses to the extent that such claims, damages, losses or expenses are the result of the negligence or willful misconduct of any other Community. The indemnification

provisions of this Section 15 shall survive the termination of this Agreement and shall supersede any conflicting provision in any Agreement between a Community and UTA or UTA's predecessor in interest.

SECTION 16. DEFAULT

A Party shall be deemed in default under this Agreement upon the failure of such Party to observe or perform any covenant, condition or agreement on its part to be observed or performed, and the continuance of such failure for a period of thirty (30) days after the giving of written notice by any Party, which notice shall specify such failure, request that it be remedied, and be sent to each involved Party as specified in Exhibit G, unless the Party giving such notice shall agree in writing to an extension of such time period prior to its expiration; provided, however, that if the failure stated in such notice cannot be corrected within the applicable period, it shall not give rise to a default hereunder if corrective action is instituted within the applicable period and diligently pursued until such failure is corrected. In the event of a default hereunder, the remedy provisions of Section 22 of this Agreement shall be the exclusive remedy for all Parties. The default of one or more individual Communities shall not be deemed a default by all of the Communities collectively and the default of one or more individual Communities shall not give rise to any remedy against a non-defaulting Community or against the Communities collectively.

SECTION 17. NOTICES

Any notice, demand, request, consent, submission, approval, designation or other communication which any Party is required or desires to give under this Agreement shall be made in writing and mailed or faxed to the other Parties addressed

to the attention of the designated Community or UTA Representative at the addresses set forth on Exhibit G.

SECTION 18. NON-WAIVER

No covenant or condition of this Agreement may be waived by any Party, unless done so in writing by such Party. Forbearance or indulgence by any Party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by any other Party.

SECTION 19. SEVERABILITY

If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever, except Sections 5 through and including 16, and Section 22. If any of said excepted Sections are ruled by a Court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason the whole of this Agreement shall be void.

SECTION 20. ENFORCEABILITY

This Agreement shall be enforceable against the Parties hereto in accordance with its terms, regardless of any subsequent change in the executive or legislative body of any Party.

SECTION 21. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

SECTION 22. REMEDIES

The Communities acknowledge that UTA is relying upon the covenants of the Communities as set forth in this Agreement in: (a) defining the scope of the System; (b) seeking federal funding for the System; (c) defining project schedules and milestones with respect to the System; (d) defining capital and operating budgets for the System; and (e) establishing operational plans and procedures with respect to the System. The Communities acknowledge that UTA could suffer significant harm in the event that the scope, schedule, or budget for the System were impacted by the Communities' imposition or attempted imposition of land use, development, or other regulations with respect to the planning, design, construction, or operation of the System within the Corridor, that are inconsistent with the terms of this Agreement. Accordingly, in the event that any Community imposes or attempts to impose any land use, development, or other regulations with respect to the planning, design, construction, or operation of the System within the Corridor which land use, development, or other regulation is inconsistent with the terms of this Agreement, the Communities agree that UTA, after compliance with the Dispute Resolution provisions in Section 14, shall be entitled to all equitable relief against such Community (but not against any non-defaulting Community or the Communities collectively) that is determined by the court or other tribunal to be appropriate under the circumstances, including declaratory relief, injunction, and specific performance.

UTA acknowledges that the Communities have granted significant concessions in reliance on UTA's assurance of the commitments herein. UTA acknowledges that the Communities could suffer significant harm in the event that UTA breaches any

commitment in this Agreement. Accordingly, in the event that UTA breaches any commitment in this Agreement, UTA agrees that the Communities (individually or collectively) shall be entitled to all equitable relief determined by the court or other tribunal to be appropriate under the circumstances, including declaratory relief, injunction, and specific performance.

UTA and the Communities agree that the equitable relief referred to in this Section 22 shall be the exclusive remedies available to UTA and the Communities and that no Party shall be entitled to monetary damages as a remedy for any breach of this Agreement.

SECTION 23. NO THIRD PARTY BENEFICIARIES

There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person other than the Party who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

SECTION 24. BINDING SUCCESSORS; ASSIGNMENT

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, heirs, administrators and assigns, except that UTA's interest under this Agreement may not be assigned without the prior written consent of all Communities.

SECTION 25. ENTIRE AGREEMENT; AMENDMENT.

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

(b) This Agreement may not be amended, enlarged, modified or altered except through a written instrument which is signed by all the Parties and governing bodies of Parties as may be required by law. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.

(c) Recognizing the long term nature of this Agreement, the fluid nature of emerging technology and legal authority in this area, and the difficulty of anticipating all issues that may arise, the Parties agree in good faith to entertain amendments to this Agreement that may be proposed by any Party.

SECTION 26. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterpart originals, all such counterparts constituting one complete executed document.

SECTION 27. INTERLOCAL COOPERATION ACT REQUIREMENTS

In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act") and in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be authorized by resolution of the governing body of each Party, pursuant to Section 11-13-219 of the Act;

(b) This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Act;

(c) A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to Section 11-13-209 of the Act.

(d) This Agreement shall be administered pursuant to Section 11-13-207 of the Act (i) within each Community, by the chief executive officer of the Community or his or her designated representative; and (ii) for UTA, by the General Manager of UTA or his or her designated representative.

(e) Any real or personal property acquired by UTA or in conjunction with the planning, design, construction, and operation of the System shall be acquired and held, and disposed of by UTA upon termination of this Agreement or as otherwise required by local, State and federal law.

SECTION 28. LIMITED OBLIGATIONS

Any obligations of the Communities to pay money or incur costs under this Agreement shall be subject to appropriation of sufficient funds for such purpose to the extent such payments or incurrence of costs fall outside of the present fiscal year or exceed amounts budgeted and available therefor in the budget for the present fiscal year. Except as otherwise provided herein, this Agreement shall not be construed to obligate any Party to make financial contributions toward the System. It is not the intention of the Parties to create, and no obligations of the Parties hereunder shall be construed, as creating or constituting, debt within the meaning of Art. XIV, Sec. 3 of the Utah Constitution.

SECTION 29. INCORPORATION OF EXHIBITS

This Agreement in its entirety includes Exhibits A through G, all of which are incorporated herein and made a part hereof by this reference. The Exhibits of this Agreement are as follows:

- Exhibit A: Map of Corridor Alignment – Box Elder County
- Exhibit B: Map of Corridor Alignment – Weber County
- Exhibit C: Map of Corridor Alignment – Davis County
- Exhibit D: Map of Corridor Alignment – Salt Lake County
- Exhibit E: Map of Corridor Alignment – Utah County
- Exhibit F: Description of Corridor
- Exhibit G: Notice Matrix

WHEREFORE, the Parties have each executed this Master Interlocal Agreement Regarding Fixed Guideway System Located Within Railroad Corridor as of the date first set forth above.

UTAH TRANSIT AUTHORITY

By _____
John M. English, General Manager

By _____
Kenneth D. Montague, Jr., Treasurer

APPROVED AS TO FORM

By _____
Kathryn H.S. Pett, General Counsel

AMERICAN FORK CITY

By _____
Ted B. Barratt, Mayor

ATTESTED and COUNTERSIGNED

By _____
Richard M. Colburn, City Recorder

APPROVED AS TO FORM

By _____
Kevin Bennett, City Attorney

BLUFFDALE CITY

By _____
Wayne Mortimer, Mayor

ATTESTED and COUNTERSIGNED

By _____
Teddie K. Bell, City Recorder

APPROVED AS TO FORM

By _____
Lisa G. Romney, City Attorney

BRIGHAM CITY

By _____
Lou Ann Christensen, Mayor

ATTESTED and COUNTERSIGNED

By _____
Mary Kate Christensen, City Recorder

APPROVED AS TO FORM

By _____
Stephen Hadfield, City Attorney

CENTERVILLE CITY

By _____
Michael L. Deamer, Mayor

ATTESTED and COUNTERSIGNED

By _____
Marilyn Holje, City Recorder

APPROVED AS TO FORM

By _____
Lisa G. Romney, City Attorney

CLEARFIELD CITY

By _____
Thomas C. Waggoner, Mayor

ATTESTED and COUNTERSIGNED

By _____
Nancy Dean, City Recorder

APPROVED AS TO FORM

By _____
Lawrence J. Waggoner, City Attorney

CLINTON CITY

By _____
L. Mitch Adams, Mayor

ATTESTED and COUNTERSIGNED

By _____
Dennis W. Cluff, City Recorder

APPROVED AS TO FORM

By _____
Mike V. Houtz, City Attorney

CITY OF DRAPER

By _____
Darrell H. Smith, Mayor

ATTESTED and COUNTERSIGNED

By _____
Melanie Dansie, City Recorder

APPROVED AS TO FORM

By _____
Todd Godfrey, City Attorney

FARMINGTON CITY

By _____
David M. Connors, Mayor

ATTESTED and COUNTERSIGNED

By _____
Margy Lomax, City Recorder

APPROVED AS TO FORM

By _____
Mike J. Mazuran, City Attorney

CITY OF HARRISVILLE

By _____
Fred W. Oates, Mayor

ATTESTED and COUNTERSIGNED

By _____
Brenda K. Ouderkirk, City Recorder

APPROVED AS TO FORM

By _____
Michael S. Junk, City Attorney

KAYSVILLE CITY

By _____
Brian D. Cook, Mayor

ATTESTED and COUNTERSIGNED

By _____
Linda Ross, City Recorder

APPROVED AS TO FORM

By _____
Felshaw King, City Attorney

LAYTON CITY

By _____
Jerry Stevenson, Mayor

ATTESTED and COUNTERSIGNED

By _____
Thieda Wellman, City Recorder

APPROVED AS TO FORM

By _____
Gary R. Crane, City Attorney

LEHI CITY

By _____
Kenneth J. Greenwood, Mayor

ATTESTED and COUNTERSIGNED

By _____
Connie J. Ashton, City Recorder

APPROVED AS TO FORM

By _____
Kenneth Rushton, City Attorney

LINDON CITY

By _____
Larry A. Ellertson, Mayor

ATTESTED and COUNTERSIGNED

By _____
Ott H. Dameron, City Recorder

APPROVED AS TO FORM

By _____
Gordon Duval, City Attorney

MIDVALE CITY

By _____
JoAnn B. Seghini, Mayor

ATTESTED and COUNTERSIGNED

By _____
Christeen C. Pratt, City Recorder

APPROVED AS TO FORM

By _____
Martin Pezely, City Attorney

MURRAY CITY

By _____
Daniel C. Snarr, Mayor

ATTESTED and COUNTERSIGNED

By _____
Carol Heales, City Recorder

APPROVED AS TO FORM

By _____
Frank Nakamura, City Attorney

CITY OF NORTH SALT LAKE

By _____
Kay Briggs, Mayor

ATTESTED and COUNTERSIGNED

By _____
LaRae Dillingham, City Recorder

APPROVED AS TO FORM

By _____
D. Michael Nielsen, City Attorney

OGDEN CITY

By _____
Matthew R. Godfrey, Mayor

ATTESTED and COUNTERSIGNED

By _____
Gloria J. Berrett, City Recorder

APPROVED AS TO FORM

By _____
Norman L. Ashton, City Attorney

CITY OF OREM

By _____
Jerry C. Washburn, Mayor

ATTESTED and COUNTERSIGNED

By _____
Donna R. Weaver, City Recorder

APPROVED AS TO FORM

By _____
Paul B. Johnson, City Attorney

PAYSON CITY

By _____
Bernell C. Evans, Mayor

ATTESTED and COUNTERSIGNED

By _____
Jeanette Curtis, City Recorder

APPROVED AS TO FORM

By _____
David Tuckett, City Attorney

PERRY CITY

By _____
Ed Skrobiszewski, Mayor

ATTESTED and COUNTERSIGNED

By _____
Judy W. Bylsma, City Recorder

APPROVED AS TO FORM

By _____
Jeff R. Thorne, City Attorney

PLEASANT GROVE CITY

By _____
Jim A. Danklef, Mayor

ATTESTED and COUNTERSIGNED

By _____
Amanda Fraughton, City Recorder

APPROVED AS TO FORM

By _____
Christine Petersen, City Attorney

PLEASANT VIEW CITY

By _____
James R. Fisher, Mayor

ATTESTED and COUNTERSIGNED

By _____
Laurie Hansen, City Recorder

APPROVED AS TO FORM

By _____
Richard Jones, City Attorney

CITY OF PROVO

By _____
Lewis K. Billings, Mayor

ATTESTED and COUNTERSIGNED

By _____
Marilyn T. Perry, City Recorder

APPROVED AS TO FORM

By _____
Gary Gregerson, City Attorney

ROY CITY

By _____
Roger P. Burnett, Mayor

ATTESTED and COUNTERSIGNED

By _____
Christopher G. Davis, City Recorder

APPROVED AS TO FORM

By _____
Andy Blackburn, City Attorney

SALT LAKE CITY

By _____
Ross C. Anderson, Mayor

ATTESTED and COUNTERSIGNED

By _____
Kendrick D. Cowley, City Recorder

APPROVED AS TO FORM

By _____
Christopher E. Bramhall, Senior City
Attorney

SANDY CITY

By _____
Tom Dolan, Mayor

ATTESTED and COUNTERSIGNED

By _____
Dianne Aubrey, City Recorder

APPROVED AS TO FORM

By _____
Walter Miller, City Attorney

CITY OF SOUTH JORDAN

By _____
Kent Money, Mayor

ATTESTED and COUNTERSIGNED

By _____
Ricky Horst, City Recorder

APPROVED AS TO FORM

By _____
Paul Thompson, City Attorney

CITY OF SOUTH SALT LAKE

By _____
Wes C. Losser, Mayor

ATTESTED and COUNTERSIGNED

By _____
Dawn Deakin, City Recorder

APPROVED AS TO FORM

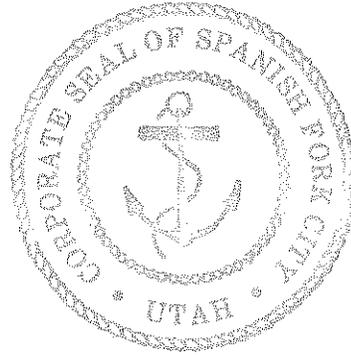
By _____
Dave Carlson, City Attorney

SPANISH FORK CITY

By *Dale R. Barney*
Dale R. Barney, Mayor

ATTESTED and COUNTERSIGNED

By *Kent R. Clark*
Kent R. Clark, City Recorder



APPROVED AS TO FORM

By *S. Junior Baker*
S. Junior Baker, City Attorney

SPRINGVILLE CITY

By _____
E. Fritz Boyer, Mayor

ATTESTED and COUNTERSIGNED

By _____
Jo Evans, City Recorder

APPROVED AS TO FORM

By _____
Troy Fitzgerald, City Attorney

SUNSET CITY

By _____
Janice Galbraith, Mayor

ATTESTED and COUNTERSIGNED

By _____
Susan R. Hale, City Recorder

APPROVED AS TO FORM

By _____
Mark D. Palmer, City Attorney

VINEYARD TOWN

By _____
J Rulon Gammon Mayor

ATTESTED and COUNTERSIGNED

By _____
Barbara T. Davies, Town Clerk

APPROVED AS TO FORM

By _____
David Church, Town Attorney

WEST BOUNTIFUL CITY

By _____
Carl Martin, Mayor

ATTESTED and COUNTERSIGNED

By _____
Beverly Haslam, City Recorder

APPROVED AS TO FORM

By _____
Stephen B. Doxey, City Attorney

WEST JORDAN CITY

By _____
Bryan Holladay, Mayor

ATTESTED and COUNTERSIGNED

By _____
Melanie Briggs, City Recorder

APPROVED AS TO FORM

By _____
Roger F. Cutler City Attorney

WILLARD CITY

By _____
Jean Loveland, Mayor

ATTESTED and COUNTERSIGNED

By _____
Teri Fellenz, City Recorder

APPROVED AS TO FORM

By _____
Paul Olds, City Attorney

WOODS CROSS CITY

By _____
Jerry E. Larrabee, Mayor

ATTESTED and COUNTERSIGNED

By _____
Alan T. Low, City Recorder

APPROVED AS TO FORM

By _____
Michael J. Mazuran, City Attorney

BOX ELDER COUNTY

By _____
Suzanne R. Rees, Commission Chair

ATTESTED and COUNTERSIGNED

By _____
LuAnn Adams, County Recorder

APPROVED AS TO FORM

By _____
Amy Hugie, County Attorney

DAVIS COUNTY

By _____
Dannie R. McConkie, Commission Chair

ATTESTED and COUNTERSIGNED

By _____
David E. Adamson, County Recorder

APPROVED AS TO FORM

By _____
Gary O. McKean, County Attorney

SALT LAKE COUNTY

By _____
Nancy Workman, Mayor

ATTESTED and COUNTERSIGNED

By _____
Gary W. Ott, County Recorder

APPROVED AS TO FORM

By _____
David E. Yocom, District Attorney

UTAH COUNTY

By _____
Steve White, Commission Chair

ATTESTED and COUNTERSIGNED

By _____
Randall A. Covington, County Recorder

APPROVED AS TO FORM

By _____
E. Kent Sundberg, County Attorney

WEBER COUNTY

By _____
Camille T. Cain, Commission Chair

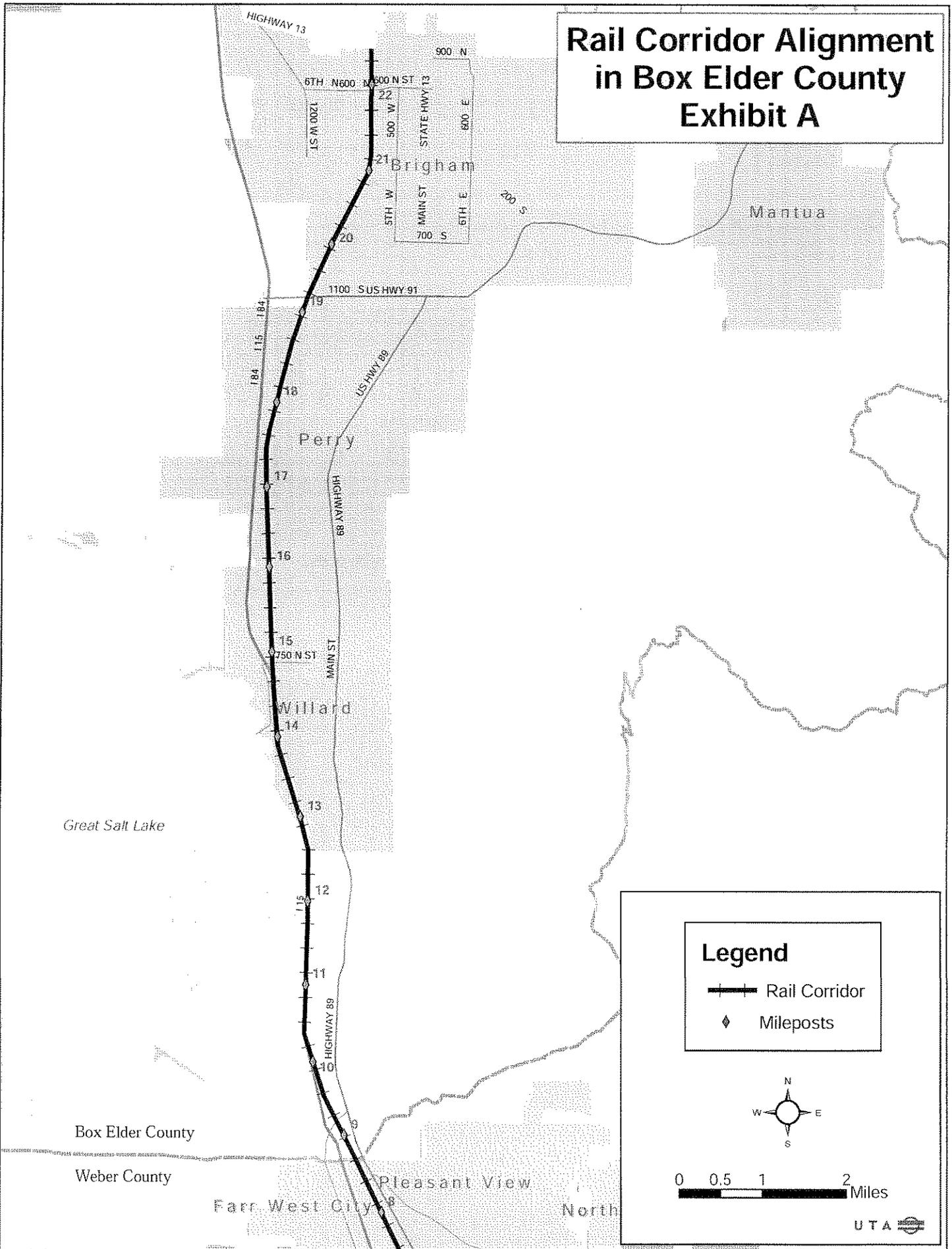
ATTESTED and COUNTERSIGNED

By _____
Linda G. Lunceford, Clerk/Auditor

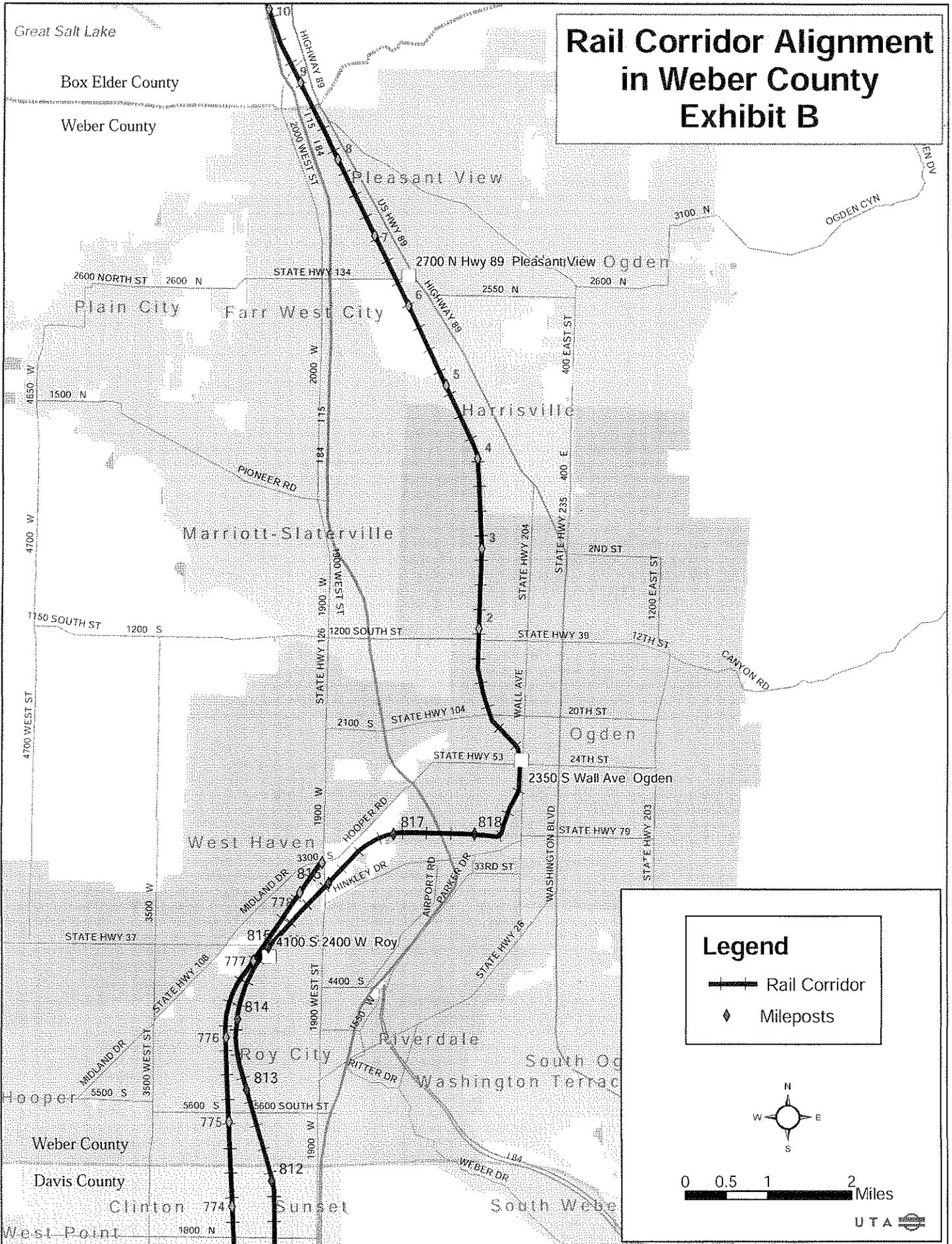
APPROVED AS TO FORM

By _____
David C. Wilson, County Attorney

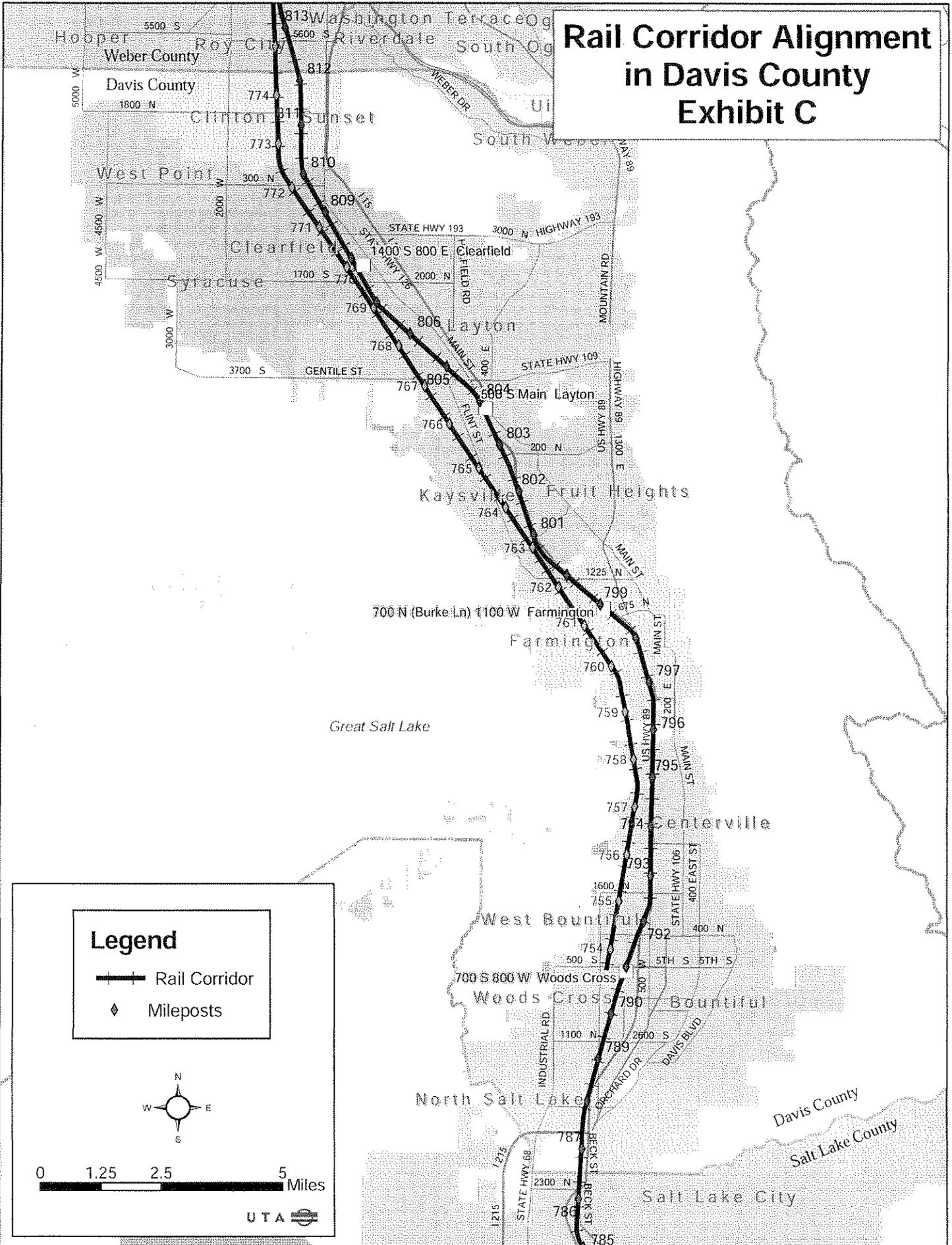
Rail Corridor Alignment in Box Elder County Exhibit A



Rail Corridor Alignment in Weber County Exhibit B

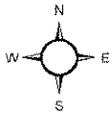


Rail Corridor Alignment in Davis County Exhibit C



Legend

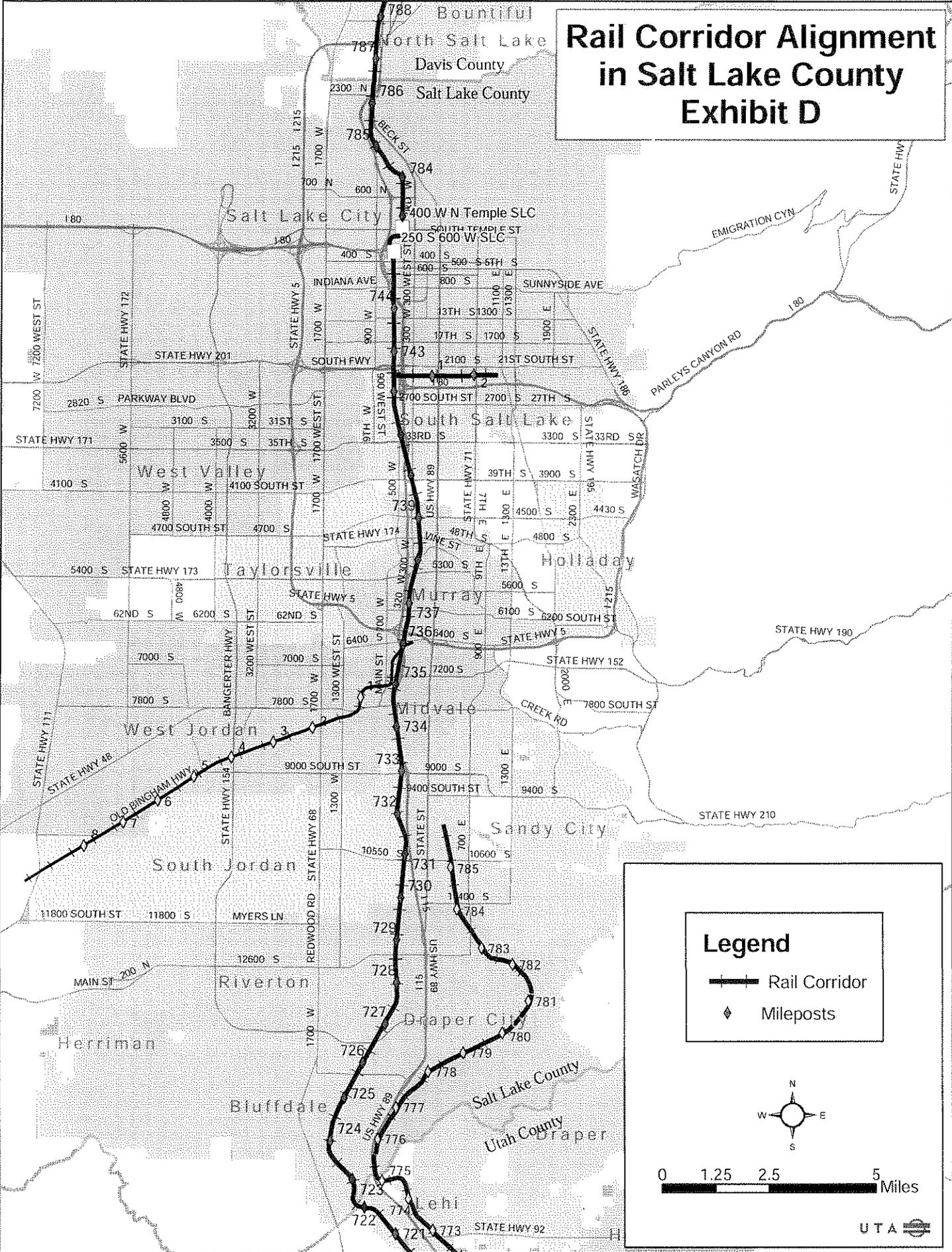
-  Rail Corridor
-  Mileposts



0 1.25 2.5 5 Miles

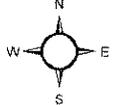
UTA 

Rail Corridor Alignment in Salt Lake County Exhibit D

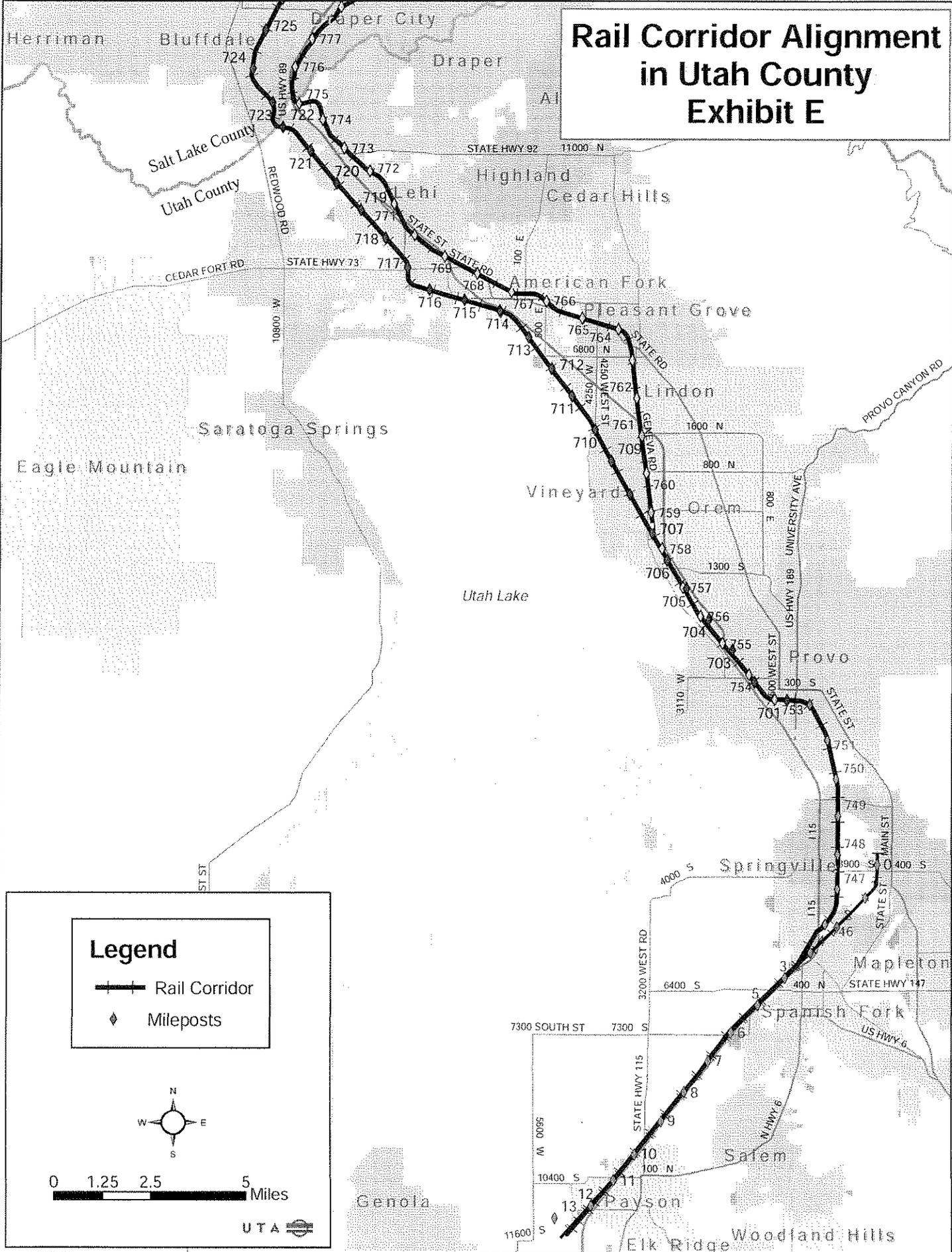


Legend

- Rail Corridor
- Mileposts

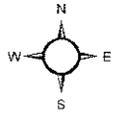


Rail Corridor Alignment in Utah County Exhibit E



Legend

-  Rail Corridor
-  Mileposts



0 1.25 2.5 5 Miles



EXHIBIT F
DESCRIPTION OF CORRIDOR

(a) The main line corridor right of way of the Salt Lake Subdivision – Joint Line of Union Pacific Company (formerly The Denver and Rio Grande Western Railroad Company) as said line extends in a northerly direction from the south Line of 400 North Street of West Bountiful, Utah, M.P. 754.31 of said subdivision, to Ogden (Nye's Crossing), M.P. 778.0 of said subdivision;

(b) The main line corridor right of way of the Provo Industrial Lead of Union Pacific Railroad Company (formerly Utah Southern Railroad Company) as said line extends in a southerly direction from Point of Mountain (Mount), M.P. P-775.23 of said subdivision, to Hardy (a/k/a Lindon), Utah, M.P. P-762.00 of said subdivision;

(c) The main line corridor right of way of the Provo Subdivision Line of Union Pacific Railroad Company (formerly Oregon Short Line Railroad) as said line extends in a southerly direction from 106th South of Sandy City, Utah, M.P. 786.10 of said subdivision, to the Salt Lake County/Utah County boundary line, M.P. 775.19 of said subdivision.

(d) The main line corridor right of way of the Sharp Subdivision of Union Pacific Railroad Company (formerly Utah Southern Railroad Company) as said line extends in a northerly direction from University Avenue of Provo, Utah, M.P. P-752.41 of said subdivision, to Lakota Junction, M.P. P-757.25 of said subdivision;

(e) The main track corridor right of way of the Tintic Industrial Lead of Union Pacific Railroad Company (formerly The Denver and Rio Grande Western Railroad Company) as said line extends in a southwesterly direction from Springville, Utah, M.P. 0.00 of said line, to 5250 West of Payson, Utah, M.P. 13.06 of said line;

(f) The main track corridor right of way of the Sugar House Spur of Union Pacific Railroad Company (formerly The Denver and Rio Grande Western Railroad Company) situate in Salt Lake City, Utah as said line extends in an easterly direction from M.P. 0.00 of said line, to M.P. 2.74 (Granite Furniture) of said line;

(g) The main track corridor right of way of the Bingham Industrial Lead of Union Pacific Railroad Company (formerly The Denver and Rio Grande Western Railroad Company) as said line extends in a southwesterly direction from Bagley, M.P. 6.60 of said line, to M.P. 11.81 of said line; and

(h) The approximate easterly 20.00 feet of the main line corridor right of way of the Salt Lake Subdivision of Union Pacific Railroad Company (formerly Oregon Short Line Railroad Company) as said line extends in a northerly direction from Salt Lake City, Utah, M.P. 782.48 of said subdivision, to a point 600.00 feet distant easterly, as measured along the main track from the east abutment of the Weber River Bridge

(Ogden, Utah), M.P. 818.05 of said subdivision;

(i) The approximate westerly 20.00 feet of the main line corridor right of way of the Provo Subdivision of Union Pacific Railroad Company (formerly The Denver and Rio Grande Western Railroad Company) as said line extends in a northerly direction from Lakota Junction, M.P. 705.71 of said subdivision, to M.P. 729.29 of said subdivision;

(j) The approximate easterly 20.00 feet of the main line corridor right of way of the Provo Subdivision of Union Pacific Railroad Company (formerly The Denver and Rio Grande Western Railroad Company) as said line extends in a northerly direction from M.P. 729.50 of said subdivision to Salt Lake City, Utah, M.P. 745.50 of said subdivision;

(k) The approximate westerly 20.00 feet of the main line corridor right of way of the Sharp Subdivision of Utah Pacific Railroad Company (formerly Utah Southern Railroad Company) as said line extends in a generally southerly direction from University Avenue of Provo, M.P. P-752.41 of said subdivision, to M.P. 750.18 of said subdivision;

(l) The approximate easterly 20.00 feet of the main line corridor right of way of the Sharp Subdivision of Union Pacific Railroad Company (formerly the Utah Southern Railroad Company) as said line extends in a generally southerly direction from Provo, M.P. P-749.99 of said subdivision;

(m) The approximate northerly 35.00 feet of the main track corridor right of way of the Bingham Industrial Lead of Union Pacific Railroad Company (formerly The Denver and Rio Grande Western Railroad Company) as said line extends in a westerly direction from Midvale, Utah, M.P. 0.00 of said line, to Bagley, M.P. 6.60 of said line;

(n) The main line corridor trackage of the Ogden Subdivision of Union Pacific Railroad Company (formerly Oregon Short Line Railroad Company) as such line extends in a northerly direction from Ogden (Cecil Junction), M.P. 1.00 of such subdivision, to Brigham City, Utah, M.P. 22.00 of said subdivision.

EXHIBIT G
DESIGNATED REPRESENTATIVE

UTAH TRANSIT AUTHORITY

Contact: _____

Phone _____
Fax _____
E-mail _____

AMERICAN FORK CITY

Contact: _____

Phone _____
Fax _____
E-mail _____

BLUFFDALE CITY

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Fax _____
E-mail _____

BRIGHAM CITY

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CENTERVILLE CITY

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ROY CITY

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SANDY CITY

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CITY OF SOUTH JORDAN

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E-mail _____

CITY OF SOUTH SALT LAKE

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Phone _____
Fax _____
E-mail _____

SPANISH FORK CITY

Contact: S. Junior Baker
City Attorney

Phone (801) 798-5000 ext. 32
Fax (801) 798-5005
E-mail j.baker@spanishfork.org

SPRINGVILLE CITY

Contact: _____

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E-mail _____

SUNSET CITY

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VINEYARD TOWN

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WEST BOUNTIFUL CITY

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UTAH COUNTY

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WEBER COUNTY

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