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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY-MANAGEMENT SERVICES
REC BY: B ROME , DEPUTY - WI

AFTER RECORDING PLEASE MAIL TO:

Roger F. Cutler, Esq.
Salt Lake City Corporation
451 South State Street, Rm. 505A
Salt Lake City, Utah 84111

RECORDED

JAN 29 1997

CITY RECORDER

FIXED GUIDEWAY TRANSIT CORRIDOR AGREEMENT

THIS FIXED GUIDEWAY TRANSIT CORRIDOR AGREEMENT (this "Agreement"),
dated as of January 29, 1997, ~~2001~~ by and between SALT LAKE CITY
CORPORATION, a municipal corporation of the State of Utah (the "City"), and UTAH TRANSIT
AUTHORITY, a public transit district organized under the laws of the State of Utah,

WITNESSETH:

WHEREAS, the City is the owner of various property rights and interests in the streets and
public ways, and certain appurtenant property, within the City; and

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WHEREAS, UTA proposes to occupy and use a portion of such City streets and appurtenant property for the construction, operation and maintenance of the hereinafter described light rail or fixed guideway public transportation system; and

WHEREAS, the City has agreed, in that certain Memorandum of Understanding and Agreement, dated as of the date hereof (the "Memorandum"), by and between the City and UTA, to enter into this Agreement for the purpose of authorizing UTA to use certain streets and other City property in connection with the System along the alignment described herein; and

WHEREAS, the City desires by this Agreement to grant such rights and privileges to UTA, and to document the terms and conditions upon which such City streets and other property may be used by UTA,

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

SECTION 1. Definitions. The following capitalized terms shall have the following meanings when used in this Agreement, unless a different meaning is clearly intended:

"Bus Services Agreement" means that certain Bus Services Agreement, dated as of the date hereof, between the City and UTA, which relates to certain bus services to be provided by UTA within the Central Business District.

"Central Business District" means the area circumscribed by, and including, 500 South, 400 West, North Temple and 200 East.

"Design Plans" means the System design plans and specifications relating to portions of the System located within the City, approved by the City pursuant to the Memorandum, and such additional design plans and specifications as may be approved by the City pursuant to Section 12 hereof.

"Effective Date" means the date on which the UTA Use Rights granted hereunder become operative, as specified in Section 3 hereof.

"Freight Operator" means each entity which uses all or a portion of UTA's right-of-way property to provide short line freight service to freight customers along such right-of-way. The only Freight Operator at present is Salt Lake City Southern Railroad Company.

"Interlocal Act" means the Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended.

"Occupied City Property" means City property to be physically occupied by System facilities in accordance with this Agreement and pursuant to the Design Plans.

"Public Facilities" means all City-owned public improvements of any kind which are affected by construction or operation of the System, including without limitation public utility facilities, curbs and gutters, sidewalks, street paving, trees, landscaping, planters, fountains, beautification facilities, traffic signals, street lights, wiring, controllers, poles and related facilities, signs, lighting facilities and fire protection facilities.

"System" means the light rail or fixed guideway passenger transportation system to be owned, operated and maintained by UTA within the City, including all tracks, stations, cars,

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conduits, electrical lines, traction power poles, traction power substations, cross-span wires, traffic pre-emption equipment, stray-current protection equipment, and other functionally related and appurtenant equipment and facilities.

"System Alignment" means the authorized alignment of the System along the particular City streets identified in Exhibit A attached hereto.

"System Corridor" means all land located generally in and adjacent to City streets along the System Alignment.

"UTA Property" means railroad right-of-way property located both within and outside of the City and owned by UTA, on which UTA proposes to construct and operate a portion of the System.

"UTA Use Rights" means the rights to use City property granted to UTA hereunder.

SECTION 2. UTA Use of City Property. (a) UTA is hereby authorized to use, on a non-exclusive basis, such portion of the City's property located within the System Corridor, including surface, subsurface and air space property, as shall be necessary to accommodate the construction, operation and maintenance of the System. UTA's use of such property shall be strictly limited to the terms, conditions, limitations and restrictions contained herein.

(b) The location and extent of City property which may be utilized by UTA for System facilities, and the scope and nature of such use, shall be governed by the System Design Plans approved by the City.

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(c) UTA acknowledges that (i) the City has previously granted franchises affecting City property which is the subject of the UTA Use Rights granted to UTA under this Agreement, and; (ii) no right of action in favor of UTA and against the City relating in any way to the existence of utility lines or facilities pursuant to such franchises, or for damages of any kind against the City relating to such franchises or lines and facilities or the existence of said franchises or franchised lines or equipment, shall arise or be deemed to arise from this Agreement. UTA and the City agree that, as between them, matters of relocation of private utility lines under existing franchises will be governed and handled pursuant to the terms and provisions of Section 8(B) of the Memorandum of Understanding. The City agrees that, except for renewals or extensions of existing franchises, and renewals or extensions of existing use rights, City shall not hereafter grant franchises or use rights which materially interfere with UTA's construction, operation or maintenance of the System.

(d) The City makes no warranties, either express or implied, regarding the nature, extent or status of its title to the property within the System Corridor or the existence or non-existence of rights in third parties which may be superior to the UTA Use Rights. Without limiting the generality of the foregoing, UTA recognizes that certain property within the System Corridor belongs to the State of Utah, and the City makes no representations or warranties whatsoever with respect to such property. In the event UTA finds it necessary to acquire additional rights from third parties, the City shall have no obligation whatsoever to pay, or to reimburse UTA for the payment of, any costs related to such acquisition, or in connection with any litigation challenging UTA's use of property within the System Corridor.

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SECTION 3. Effective Date; Term. (a) The UTA Use Rights granted herein shall not become operative until the Effective Date, which shall be the date on which the first construction contract for work on or within Occupied City Property has been entered into by UTA in accordance with the terms of the Memorandum.

(b) Beginning on the Effective Date, this Agreement and the UTA Use Rights herein granted shall be operative for an initial term of fifty (50) years. The initial term shall automatically (subject to the last sentence of this subsection (b)) be renewed by the City for two (2) additional, successive twenty-five (25) year terms; provided, however, that if, at least 180 days prior to the expiration of the initial term or the first renewal term, the City notifies UTA of one or more significant concerns regarding System facilities, or UTA's operation or maintenance of the System (whether or not the matters of concern are addressed by or constitute a default under this Agreement), and such concerns are not corrected by UTA to the satisfaction of the City, or an appropriate amendment to this Agreement is not executed, within such 180 day period, the City shall not be obligated to renew the term of this Agreement, in which event the UTA Use Rights shall terminate at the end of the then effective term. The parties do not intend that the term of this Agreement, or the UTA Use Rights granted hereunder, shall exceed any limitation imposed by law, including without limitation the Interlocal Act, and agree to comply with any applicable requirements of the Interlocal Act in connection with any renewal of the term of this Agreement.

(c) This Agreement, and the UTA Use Rights granted hereby, shall be subject to termination at the option of the City prior to the end of the otherwise effective term hereof, upon the occurrence of any of the following events:

(i) UTA fails to commence construction of the System within twenty-four (24) months after approval of the Design Plans as provided in the Memorandum or to diligently proceed with construction ; or

(ii) UTA intentionally abandons the Occupied City Property, or disavows the UTA Use Rights, after completion of construction of the System and after commencement of passenger revenue operations; or

(iii) UTA discontinues use of the Occupied City Property for the provision of regular System service, provided any such discontinuation is not caused by force majeure; or

(iv) UTA is in default in the performance of any material covenant, term or condition contained in this Agreement pursuant to Section 22 hereof.

The City shall have no obligation to terminate this Agreement and the UTA Use Rights in the event of default, and may continue to perform hereunder without terminating and without waiving the right to terminate.

(d) The UTA Use Rights, including the right to use portions of the Occupied City Property, shall be subject to partial termination prior to the end of the otherwise effective term hereof, if and to the extent that such rights are intentionally abandoned, or use of such portions of

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the Occupied City Property is discontinued (other than for reasons of force majeure), after the commencement of passenger revenue operations.

SECTION 4. Consideration. In consideration for the UTA Use Rights granted by the City to UTA hereunder, UTA agrees as follows:

- (a) UTA agrees to provide regular System service to the general public within the System Corridor.
- (b) All transportation services relating to light rail or bus services provided by UTA within the Central Business District shall be offered free of charge for passengers which both board and deboard within the Central Business District.
- (c) UTA shall offer a shuttle service on Main Street from North Temple to 400 South in accordance with the terms of the Bus Services Agreement.
- (d) UTA shall grant to the City from time to time, at the request of the City, such licenses, for both crossings and longitudinal encroachments, as shall be deemed necessary or desirable by the City over, under, across and through any right-of-way property owned or controlled by UTA, either within or outside the boundaries of the City, for use by the City for the location and operation of non-profit City-owned utility pipelines and appurtenances, including all reasonable and necessary rights of access for maintenance and repair operations. UTA shall not be obligated to grant a requested license if the use of the subject property by the City (i) will interfere with the use of such property by UTA or the Freight Operator for the primary transportation purpose of such property, (ii) will interfere with any other use of such

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property by third parties pursuant to valid easements or licenses theretofore granted by UTA or its predecessors, or (iii) shall be contrary to the provisions of contracts to which UTA is subject, or to applicable law. Any license granted may be subject to termination to the extent the City's use of the premises becomes incompatible with UTA's proposed use thereof for its primary transportation purposes. In addition, licenses granted shall be subject to such reasonable terms and conditions as UTA deems necessary to protect the use of the premises by UTA for the primary transportation purpose of the premises, and the use of such premises by other than existing licensees or tenants. The City and UTA shall cooperate in the location, engineering and design of any facilities the City desires to place in UTA's right-of-way property. Design specifications shall be subject to UTA's approval, which approval shall not be unreasonably withheld. All construction activities shall be coordinated between the parties so that the operations of UTA and the Freight Operator are not unnecessarily interfered with. The City agrees to pay, or reimburse UTA for the payment of, all additional costs and expenses incurred by UTA by virtue of the location of City facilities on UTA property. In the event the City discontinues the use of any facilities due to abandonment or revocation of the license, and such facilities interfere with the operations of UTA or the Freight Operator, the City shall, at its expense, restore UTA's property to its original condition upon termination of use by the City. Any license so granted by UTA to the City shall be granted without cost to the City.

(e) UTA agrees that up to 10 feet, subject to availability (to be mutually determined by UTA and the City), of UTA Property, whether now existing or obtained by UTA in the future,

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together with access to and from such property, may be used, without cost to the City, as a bicycle path, consistent with the City's Bikeways Master Plan and the Salt Lake County Regional Trails Plan, as the same may be amended from time to time, or any similar plans used in substitution thereof. Such use shall be subject to such reasonable terms and conditions, including those relating to safety and liability issues, as UTA and the City shall agree to in a separate agreement. Each party agrees to fully cooperate with the other in good faith to accomplish the purposes of this paragraph.

(f) The City acknowledges that UTA, or its predecessors, have previously granted licenses, easements or use agreements affecting its right-of-way property which is the subject of Section 4(d) and (e) above, including but not limited to a freight easement in favor of the Freight Operator, and that no right of action in favor of the City and against UTA relating in any way to the existence of facilities, licenses, easements or use agreements relating to UTA's right-of-way property, or for damages of any kind against UTA, relating thereto, shall arise or be deemed to arise from this Agreement. UTA makes no warranties, either express or implied, regarding the nature, extent or status of its title to the UTA right-of-way property or the existence or non-existence of rights in third parties which may be superior to any rights of the City under Section 4(d) and (e) above. In the event City finds it necessary to acquire additional rights from third parties, UTA shall have no obligation whatsoever to pay, or to reimburse City for the payment of, any costs related to such acquisition, or in connection with any litigation challenging the City's use of the UTA right-of-way property.

SECTION 5. Maintenance and Repair. After construction of the System is completed, UTA shall comply with the following provisions concerning ongoing maintenance and repair work within the System Corridor:

(a) Except as provided in subsection (b) below, the System shall be maintained or replaced, and all Occupied City Property shall be maintained, by UTA at UTA's expense. The System and Occupied City Property shall be reasonably maintained in a manner consistent with the approved Design Plans, and as required by this Agreement, by applicable State or Federal law and by City ordinance. The portion of Occupied City Property to be utilized by vehicular or pedestrian traffic shall be maintained by UTA as a smooth, safe and consistent surface (except for rumble areas approved by the City), free of depressions or obstructions and consistent with the grade of the street, all in a manner consistent with the Design Plans. In the event the City determines it is necessary to change the grade of a street, UTA shall not be obligated to bear the cost of conforming its System to the new grade unless a prior agreement is reached with the City. The System and Occupied City Property shall, at all times, be maintained in a neat, clean and orderly condition. Without limiting the foregoing, UTA shall keep the Occupied City Property free of weeds, solid waste, and unsightly or deleterious objects or structures, and shall keep all System and Occupied City Property free from graffiti.

(b) The City reserves the right to plant landscaping on any Occupied City Property, both within and outside of System stations. All landscaping planted by the City both within and outside of System stations shall be maintained by the City, at its cost. All landscaping planted by UTA

within stations shall be maintained by UTA, at its cost. Stations shall be defined for purposes of this Section 4(b) as the station area within Occupied City Property between the corner and mid-block crosswalks, as set forth in the Design Plans.

(c) Prior to the performance by UTA of any maintenance or repair work within the System Corridor (other than routine maintenance which does not require excavation or removal of any portion of the street, or emergency work, such as derailment), UTA will obtain all permits, and pay all fees and charges, required by City ordinance in connection with such work, and shall abide by the reasonable requirements thereof which are not in conflict with State or Federal law or regulation.

(d) The City and UTA shall in good faith endeavor to avoid disruption of System service for maintenance and other work, and may agree to perform work during off-peak traffic times to minimize disruptions to System operations, business and traffic. The City shall not be liable to UTA for interruption of System service for emergency work or for scheduled work or work for which proper notice is given. The parties agree that when interruption of the System is required for non-emergency work, the party performing the work shall provide at least ten (10) days prior written notice to the other. In cases of emergencies or exigent circumstances, the party effecting the repair shall immediately notify and cooperate with the other party.

(e) For repair or maintenance work in City streets, UTA shall abide by the provisions of the City's Traffic Barricade Manual, as amended from time to time, except as preempted by Federal or State law. UTA shall prepare traffic control plans relating to repair and maintenance work, which

shall be subject to City approval, and which shall be followed by UTA. The City may require repair and maintenance work to be done during off-peak traffic times to minimize business and traffic disruptions.

(f) If any maintenance is required to be performed by this Agreement or any State or Federal legislative act, rule or regulation and is not completed within ten (10) days after written notice is sent by the City to UTA, or within a longer reasonable time given the nature of the maintenance required, as approved by the City, the City may perform such maintenance or repairs as it reasonably deems necessary, not inconsistent with State or Federal law or regulation, pursuant to said notice. For such work, UTA shall entirely reimburse the City within thirty (30) days of receipt of the City's bill. UTA will pay any reasonable City cost or expense incurred in collecting such maintenance costs and expenses, including attorney's fees.

(g) If, in connection with the performance of any repair or maintenance work, UTA shall remove or damage any public facilities, including without limitation public utility facilities, curbs, gutters, sidewalks, street paving, trees, landscaping, planters, fountains, beautification facilities, traffic signals, street lights, wiring, controllers, poles and related facilities, signs, lighting facilities and fire protection facilities, UTA shall repair or replace such facilities with the same or similar materials, if available, as reasonably required by the City, consistent with applicable Federal and State laws and regulations and to the satisfaction of the City.

(h) Repair and maintenance of the tracks and related System facilities shall be done, to the extent practicable, in a manner which avoids unnecessary impediment to the common and ordinary

use of City streets by pedestrians and vehicles. The duration during which repair and maintenance equipment and repair and maintenance operations may block pedestrian or vehicular passage on the street shall be controlled by City ordinance and State law.

(i) UTA shall be responsible for all removed snow on Occupied City Property. UTA will be allowed to place and store snow removed from Occupied City Property in the same places and in the same manner as the City stores snow removed from other areas of the streets. Snow removal will be closely coordinated with the City snow removal operations to ensure that City snow removal operations are not unduly hindered.

(j) The City may, by separate agreement with UTA, and for adequate consideration, agree to undertake certain of UTA's maintenance responsibilities hereunder.

SECTION 6. Utilities. (a) Pursuant to the Memorandum, the City and UTA have (i) identified a "Limited Utility Area," consisting of the surface and subsurface area extending ten (10) feet beyond the center line of each double track of the System, (ii) agreed generally that existing City-owned public utility lines and facilities should be removed from such Limited Utility Area at UTA's expense, and (iii) agreed that certain existing City-owned public utility lines and facilities may remain in place, subject to certain conditions. The public utility lines and facilities permitted by the City to remain in place shall be specifically identified in the Design Plans, and are referred to herein as the "City Lines." With respect to such City Lines, UTA hereby agrees as follows:

(a) UTA agrees to pay, as long as the System is in place, all costs incurred by the City in connection with maintaining, repairing, replacing or connecting to City Lines, in excess of the

costs which would have been incurred absent the System, and (B) UTA agrees to pay, as long as the System is in place, all costs of repairing damage to City Lines to the extent such damage is caused by the System.

(b) The City and all other owners or operators of utility lines, cables, conduits or other facilities located within the Limited Utility Area, shall have access to the Limited Utility Area for purposes of maintaining, repairing, replacing, operating, connecting to or otherwise servicing or dealing with any such facilities now or hereafter located within the Limited Utility Area.

(c) In connection with the development of the Design Plans, UTA shall engage an independent corrosion consultant, approved by the City, and shall incorporate into the System, at UTA's expense, and maintain during the term of this Agreement, such stray current protection measures and devices for all publicly-owned utilities, wherever located, as shall be reasonably required by the City, based upon the recommendations of such consultant. Prior to the start of System service, readings shall be taken by appropriate methods. Readings shall be taken after the commencement of service, and at regular intervals during the terms of this Agreement. Such readings shall be compared with the "before" readings. From these comparisons, the consultant shall develop a recommendation for further stray current mitigation measures, which shall be implemented as reasonably required by the City based upon such recommendation.

SECTION 7. Traffic Regulations. System vehicles traveling on City streets shall be subject to all generally applicable speed limits and other traffic control ordinances and regulations, consistent with State and Federal law. Nothing in this Section 7 shall be construed as preventing

the City from adopting traffic ordinances and regulations which apply solely to the System vehicles, other than speed limits.

SECTION 8. Traffic Signal Preemption. UTA shall construct, install, and maintain a traffic signal pre-emption system in favor of System vehicles, approved by the City, which system shall be operated and controlled by the City.

SECTION 9. Advertising. Neither UTA nor any private party shall use any fixed System facilities for purposes of advertising, without first obtaining City approval, which approval may be granted or withheld by the City in its sole and absolute discretion. Nothing in this Section 9 shall prevent UTA from advertising its public transportation services, or providing information regarding such services, such as maps, schedules or information kiosks, at stations and stops.

Advertising on any vehicles traveling on the light rail tracks (a) shall not cover windows, (b) shall not be permitted on the front or top of vehicles, (c) shall be disposable, and (d) shall be displayed in standard-sized advertising panels which do not protrude more than two (2) inches from the advertising surface, and which do not extend below the wheel wells, if any, or above the windows.

SECTION 10. No Public Forums. In recognition of the safety concerns associated with potentially crowded station platforms, substantial foot traffic, street traffic and System vehicle traffic, and the resulting need for crowd control and attention to surroundings, UTA agrees not to take any action or authorize any activity which would result in any Occupied City Property (including such property as shall be occupied by stations) being designated or recognized as a

public forum. Furthermore, the City may establish and enforce policies prohibiting public speaking or other free speech activities on any Occupied City Property, including without limitation Occupied City Property occupied by stations, and may take such other action as may be necessary to prevent the designation or recognition of such Occupied City Property as public forums.

SECTION 11. Special Events. The City agrees not to issue special event permits for public events which substantially interfere with the operation of the System within the System Corridor without the prior written consent of UTA.

SECTION 12. Design Approval. (a) The City has design approval authority over the Design Plans, as set forth in the Memorandum. In addition to the design approval authority over Design Plans, UTA agrees that the City shall have design approval authority, during the term of this Agreement, over design plans and specifications for future significant additions, changes and alterations to, and modifications and replacements of, any System facilities within the City. UTA agrees not to construct, install or otherwise make any such significant additions, changes, alterations, modifications or replacements without first obtaining design approval from the City.

(b) The purpose of the City's design approval authority with respect to future significant additions, changes and alterations to, and modifications and replacements of, any System facilities is to assure that the System remains a fully integrated element of the City, both functionally and aesthetically. The City agrees to negotiate any design changes with UTA in good faith, and not to impose unrealistic or overly burdensome design requirements on UTA. UTA recognizes, however, that design decisions should not be based solely or primarily on budgetary constraints.

SECTION 13. System Modifications. UTA agrees to modify the System from time to time, as follows:

(a) In the event the City requests modifications to System facilities, or the operation thereof, which do not materially impair System operations, increase costs, reduce revenues or otherwise operate to the disadvantage of UTA, UTA agrees to make modifications as soon as reasonably possible; provided, however, that any such modifications which require the expenditure of unbudgeted funds need not be made until funding acceptable to UTA is available for such purpose.

(b) In the event operation of the System has resulted in, or is reasonably foreseeable to result in, significant harm or injury to persons or property, UTA shall, at its expense, make the modifications to System facilities, or the operation thereof, which are requested by the City. Such modifications shall be made by UTA as soon as funding is available for such purpose, and UTA agrees to actively pursue all funding options.

SECTION 14. Agreement Non-assignable. UTA may not assign or otherwise transfer any of its rights or obligations hereunder to a third party (other than to a public entity charged with providing public transportation), without the express prior written consent of the City, which may be granted or withheld by the City in its sole and absolute discretion.

SECTION 15. City Approval of Agreements With Third Parties. All agreements between UTA and private parties which may affect the Occupied City Property or the subject matter of this Agreement, including without limitation any agreements with companies operating private utilities,

shall be subject to City approval as to those provisions which affect the City. Notwithstanding the foregoing, approval of construction contracts shall be governed by the provisions of a separate agreement between the City and UTA.

SECTION 16. UTA Indemnification of the City. UTA shall indemnify, defend and hold harmless the City, and its respective past, present and future agents and employees (each an "Indemnified Party"), from and against all claims, demands, liens and all liability or damage of whatever kind, including attorney's fees and expenses of dispute resolution (including expert witness fees and investigative expenses), arising out of or by reason of UTA's acts, errors or omissions (a) related to the System, or (b) in the exercise by UTA of the rights granted hereby, or (c) in any construction or other activity related to the System, or (d) in the operation, maintenance or repair of the System; other than claims arising out of or relating to City Work or Other City Work (as defined in the Memorandum). Said indemnification shall include but not be limited to acts or omissions during construction, operation and maintenance actions, whether or not the activities are authorized, allowed or prohibited by this Agreement. Notwithstanding the foregoing, UTA shall not be required to indemnify, defend or hold harmless an Indemnified Party from claims, damages, losses or expenses arising from the negligence or fault of such party.

In addition to the foregoing, UTA shall indemnify and defend the City against any claims relating to UTA's acts, errors or omissions in connection with its use of the Occupied City

Property and agrees not take any actions or omit to take any actions which may jeopardize the City's title to Occupied City Property.

UTA shall indemnify and defend the City in connection with any claims against the City by existing franchisees relating to UTA's use of Occupied City Property under this Agreement.

SECTION 17. Insurance. UTA has represented to the City that it is presently self-insured with respect to the System and the indemnification provided in Section 16 hereof. UTA has also represented to the City that it has commissioned an independent risk analysis of its operations and assessment of its insurance needs. UTA agrees that the City shall be named as additional insured, and shall be entitled to receive notice of any termination, modification or reduction in insurance coverage, with respect to all liability insurance obtained in the future by UTA which relates to (i) any portions of the System located wholly or partially within the City boundaries, or (ii) the indemnification provided in Section 16 hereof.

SECTION 18. Duty to Restore. Upon the expiration of this Agreement, or earlier termination or partial termination of the UTA Use Rights and/or this Agreement pursuant to Section 3 hereof, all System facilities located on Occupied City Property as to which UTA Use Rights have been terminated shall, at the option of the City, be removed, and such property shall be restored to a condition consistent with the adjoining streets or other public facilities, both with respect to grade, appearance, quality, finish and type of construction, at the sole cost and expense of UTA, within ninety (90) days of such expiration or termination, or such longer period as shall be required by the nature of the work and agreed to by the City. If UTA fails to restore the streets as

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required herein, the City may perform such work after thirty (30) days prior written notice to UTA, and UTA hereby agrees to pay all costs of the City in connection with such work, including any collection costs, and attorney's fees.

SECTION 19. Notice. Any notice, demand, request, consent, submission, approval, designation or other communication whether the party is required or designed to give under this Agreement shall be made in writing and mailed to the other parties at the addresses set forth below or at such other addresses as the parties may provide in writing from time to time. Such notices shall be faxed and mailed, by first-class mail, postage prepaid, to the parties as follows:

To City: Salt Lake City Corporation
c/o Salt Lake City Mayor
City & County Building
451 South State Street, Room 306
Salt Lake City, Utah 84111
Telephone: (801) 535-7704
Fax: (801) 535-6331

with a copy to:

Salt Lake City Attorney's Office
City & County Building
451 South State Street, Room 505A
Salt Lake City, UT 84111
Telephone (801) 535-7788
Fax: (801) 535-7640

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If to UTA, at:

General Manager
Utah Transit Authority
3600 South 700 West
P.O. Box 30810
Salt Lake City, Utah 84130-0810
Telephone: (801) 262-5626
Fax: (801) 287-4614

with a copy to:

William D. Oswald
Legal Counsel
Utah Transit Authority
201 South Main Street, 12th Floor
Salt Lake City, Utah 84111-2215
Telephone: (801) 355-9845
Fax: (801) 531-3001

SECTION 20. Amendment. This Agreement may be modified or amended only by a written instrument executed by the parties and/or all their successors, as applicable.

SECTION 21. Police Powers. UTA acknowledges the right vested in the City pursuant to general law to exercise its police powers for the protection of the health, safety and welfare of its citizens and their properties. Nothing in this Agreement shall be construed as precluding the City from exercising such powers in connection with the System, except with respect to matters specifically addressed in this Agreement, and then only to the extent of the express terms of this Agreement.

SECTION 22. Default. Either 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 hereunder, and the continuance of such failure for a period of ninety (90) days after the giving of written notice by the other party, which notice shall specify such failure and request that it be remedied, 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 non-defaulting party shall have a breach of contract claim and remedy against the other in addition to any other remedy provided or permitted by law, provided that no remedy which would have the effect of amending any provisions of this Agreement shall become effective without the formal amendment of this Agreement. In the event of any dispute with respect to any of the covenants or agreements contained herein, the prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement or its provisions, and in pursuing any remedy provided by this Agreement or the laws of the State of Utah or the United States, whether such remedy is pursued by filing a suit or otherwise.

SECTION 23. Dispute Resolution. Any dispute regarding the meaning of any provision of this Agreement or the determination of an issue of fact, and which is not resolved by staff,

shall be referred to a Dispute Resolution Committee consisting of the City's Director of Management Services and the City's Director of Community and Economic Development, or two other City representatives appointed by the Mayor; plus the General Manager of UTA and the Assistant General Manager of UTA, or two other UTA representatives appointed by the General Manager of UTA. Disputes which cannot be resolved by the Dispute Resolution Committee shall be resolved pursuant to the following procedure:

(i) Any dispute which cannot be resolved by the Dispute Resolution Committee shall be referred to an independent dispute committee.

(ii) The independent dispute committee shall consist of three (3) disinterested persons knowledgeable in the field of transit services similar to the System, who shall be appointed by the Mayor, with the approval of UTA.

(iii) Each party shall present its case prior to deliberations of the dispute committee.

(iv) The dispute committee may request any materials and written memoranda necessary to consider the issues and may schedule additional proceedings as necessary. Such materials and memoranda shall be delivered within the time frame set by the dispute committee.

(v) The decision of the dispute committee shall be rendered in writing within three (3) working days from the dispute committee's final hearing of the issue and receipt of any supplemental materials requested by the dispute committee.

(vi) The decision of the dispute committee (as to both law and fact) may be appealed by either party to a court of competent jurisdiction on a trial de novo basis.

(vii) Notwithstanding the provisions of Section 22 hereof, each party shall share equally in any costs associated with the dispute resolution process described by this Section 2.3.

Compliance with the provisions of this Section 23 shall be a condition precedent to the taking of any legal action.

SECTION 24. Interlocal Co-operation Act Requirements. In satisfaction of the requirements of the Interlocal Act 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 11-13-17 of the Interlocal 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 11-13-9 of the Interlocal Act; and

(c) A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party pursuant to Section 11-13-10 of the Interlocal Act.

(d) The Mayor of the City is designated as the administrator for all purposes of the Act, pursuant to Section 11-13-7(1) of the Interlocal Act.

(e) Except as provided in Section 3 hereof, this Agreement and the UTA's Rights may be terminated only by and upon the express written consent of the parties.

(f) Except as otherwise specifically provided herein, any real or personal property constituting or relating to Public Facilities shall be acquired and held, and disposed of upon partial or complete termination of this Agreement, by the City, as provided or authorized by applicable City ordinances or State law. Any real or personal property constituting or relating to the System, including all appurtenances thereto, shall be acquired and held, and disposed of upon partial or complete termination of this Agreement, by UTA, as provided or authorized by State law. Any real or personal property which is acquired jointly shall be held jointly, and shall be disposed of as mutually agreed by the parties, and any proceeds shall be shared by the parties in proportion to the portion of the cost contributed by each party, or as otherwise mutually agreed by the parties.

SECTION 25. Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Utah.

SECTION 26. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and no statement, promises, or inducements made by either party or agents or either party that are not contained in this Agreement shall be binding or valid, and this Agreement may not be enlarged, modified or altered except through a written instrument which is signed by all the parties. 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.

SECTION 27. Non-Waiver. No covenant or condition of this Agreement may be waived by any party, unless done so in writing. Forbearance or indulgence by any party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other.


SECTION 28. 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 whatever.

SECTION 29. Binding Agreement. This Agreement shall be binding upon all of the assigns, grantees and successors in interest to each of the parties, and shall remain in full force and effect until amended as provided herein.

SECTION 30. Further Assurances. The parties hereto shall execute such other documents and take such other actions as may be reasonably necessary or proper to achieve the intent and purposes hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SALT LAKE CITY CORPORATION


Deedee Corradini,
Mayor

27

ORIGINAL DOCUMENT
PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
451 SO. STATE, RM. 415
SALT LAKE CITY, UTAH 84111

EX758C52056

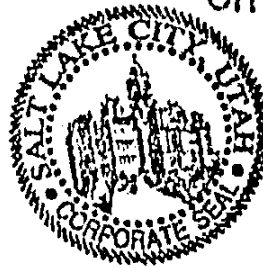
ATTEST AND COUNTERSIGN:

RECORDED

Christine Meeker
CHIEF DEPUTY CITY RECORDER

JAN 29 1997

CITY RECORDER



Approved as to Form and Legality:

Clay Burdett
Assistant City Attorney

UTAH TRANSIT AUTHORITY

By

John C. Pingree James E. Clark
General Manager President

UTAH TRANSIT AUTHORITY

By

Kenneth D. Montague, Jr.
Director of Finance and Administration
and Chief Procurement Officer

Approved as to Form and Legality:

William D. Donald
UTA Legal Counsel

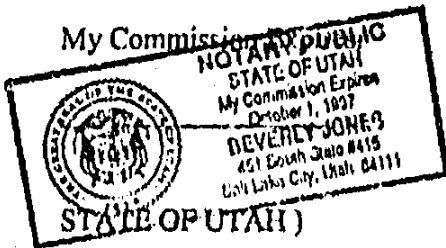
ORIGINAL DOCUMENT
PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
151 SO. STATE, RM. 415
SALT LAKE CITY, UTAH 84111

EW75899FB2067

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 29 day of JANUARY, ¹⁹⁹⁷~~1996~~, personally appeared before me DEEDEE CORRADINI and Christine Meeker, who being by me duly sworn, did say that they are the Mayor and Chief Deputy City Recorder, respectively, of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah; and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its City Council; and said persons acknowledged to me that said corporation executed the same.

Beverly Jones
NOTARY PUBLIC
Residing at: SL County



STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 29th day of January, 1997 personally appeared before me James F. Clark and Kenneth D. Smith, who being by me duly sworn, did say that they are the President of the Board and Director of Finance of UTAH TRANSIT AUTHORITY and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors; and said persons acknowledged to me that said corporation executed the same.

Toni Landvatter
NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires: 12/1/99

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29

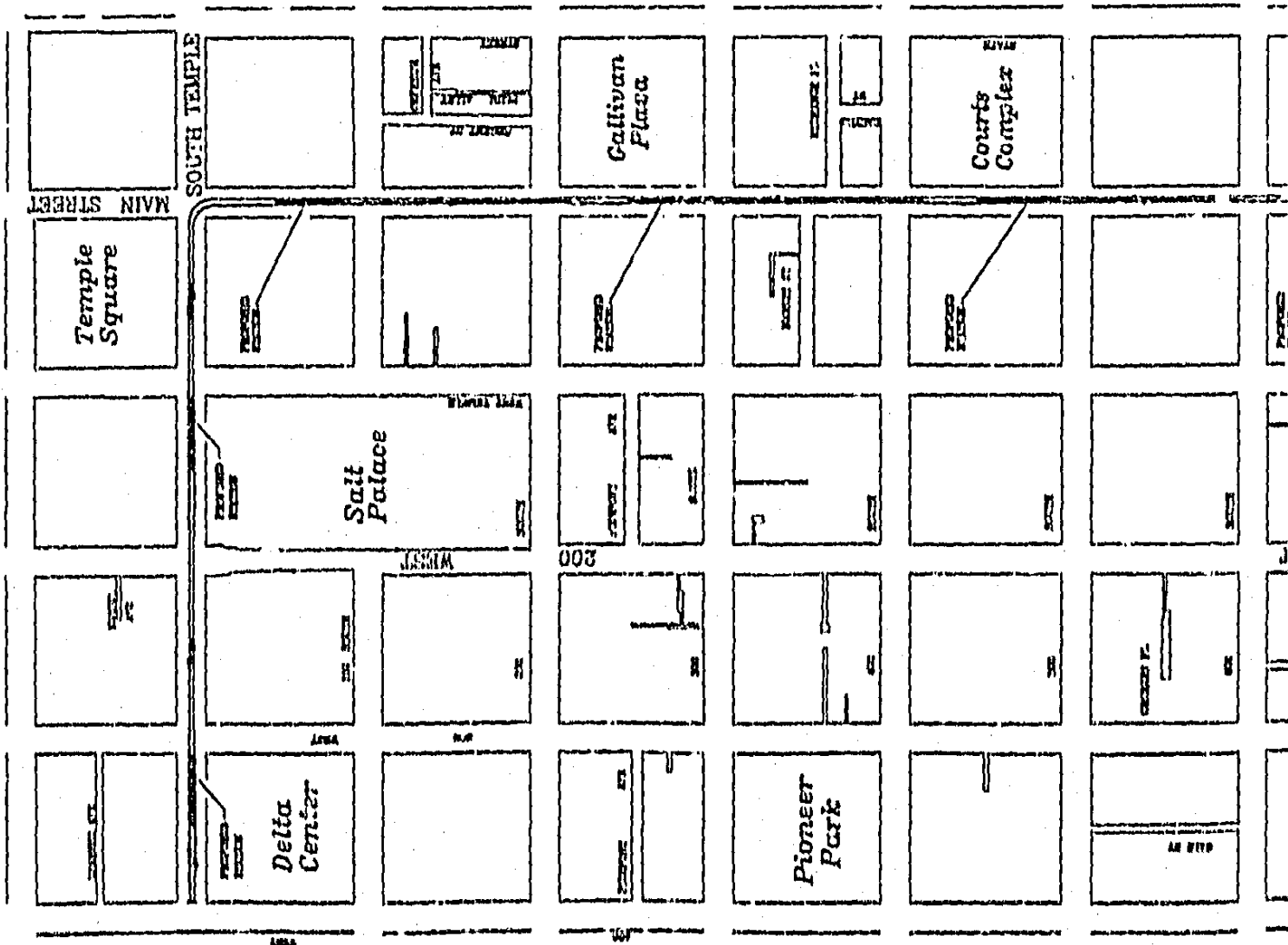


ORIGINAL DOCUMENT
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CITY RECORDER'S OFFICE
451 SO. STATE, RM. 415
SALT LAKE CITY, UTAH 84111

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LIGHT RAIL TRANSIT CORRIDOR

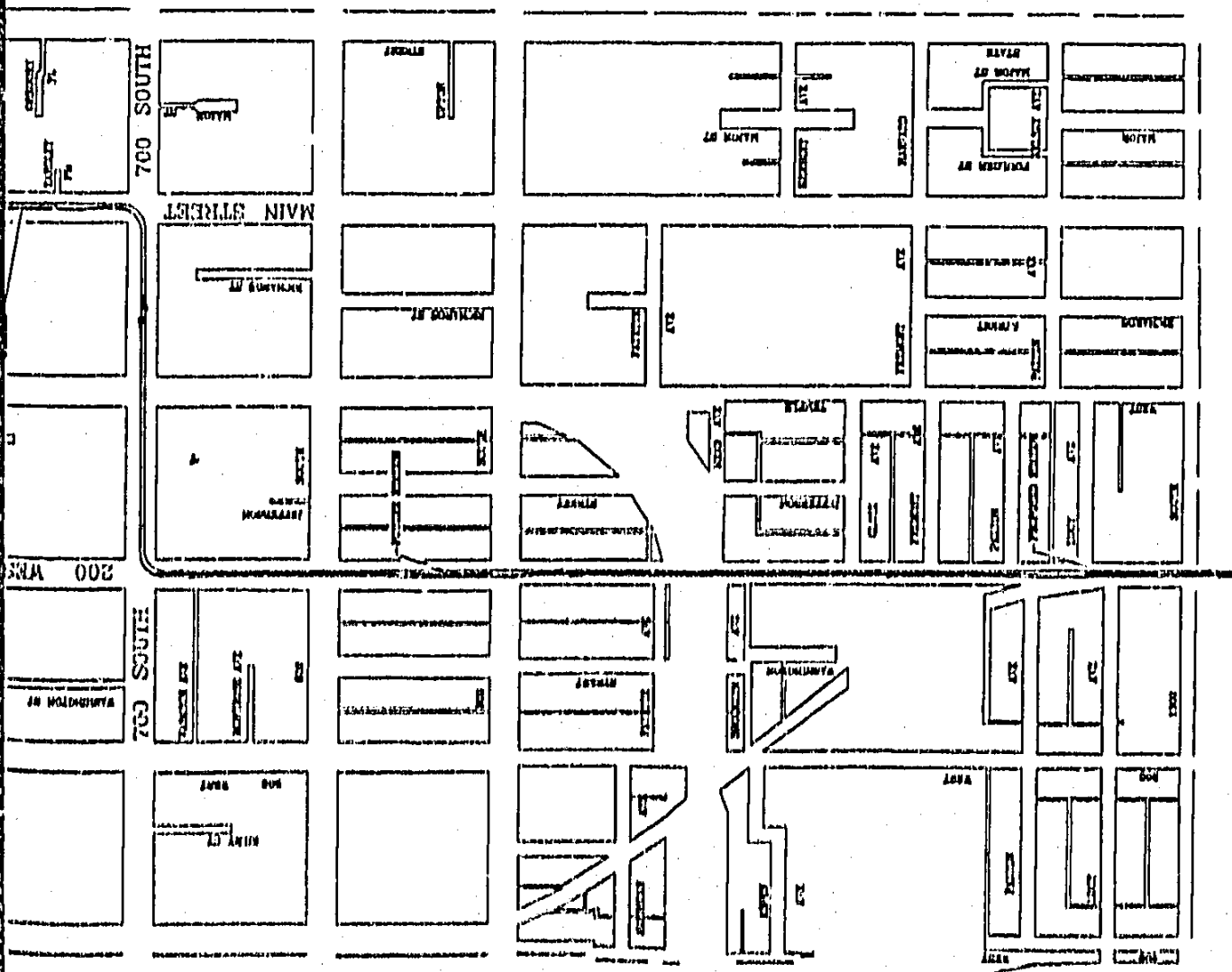
Exhibit A



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SALT LAKE CITY, UTAH

map created by the GIS TEAM of SLC ENGINEERING



ORIGINAL DOCUMENT
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 451 SO. STATE, RM. 415
 SALT LAKE CITY, UTAH 84111

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