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CONSTRUCTION AND RAILROAD RELOCATION AGREEMENT

BETWEEN

UNION PACIFIC RAILROAD COMPANY

AND

UTAH TRANSIT AUTHORITY

COURTESY RECORDING

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CONSTRUCTION AND RAILROAD RELOCATION AGREEMENT

THIS CONSTRUCTION AND RAILROAD RELOCATION AGREEMENT ("Construction Agreement") is made this 20th day of September, 2002 ("Execution Date"), between UTAH TRANSIT AUTHORITY, a public transit district organized under Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended ("UTA"), and UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("UP").

RECITALS:

A. Pursuant to the Purchase and Sale Agreement between UTA and UP dated January 17, 2002, as amended, UTA acquired UP's right, title and interest in a portion of the width of UP's railroad rights of way from Milepost 782.48 to Milepost 818.05 on the Salt Lake Subdivision, from Milepost 705.71 to Milepost 729.29 and from Milepost 729.50 to Milepost 745.50 on the Provo Subdivision, and from Milepost 752.41 to Milepost 750.18 and from Milepost 749.99 to Milepost 745.82 on the Sharp Subdivision (the "UTA Property"), as shown on **Exhibit A** and described in **Exhibit B** attached hereto and incorporated herein.

B. UTA acquired the UTA Property in order to preserve the ability in the future to construct, operate and maintain thereon a passenger rail system, for other transportation purposes and for other purposes. However, the final alignment and other major characteristics of such a passenger rail system, and the timing of planning, design, construction and operation of such a system, are not known at this time.

C. The alignment and certain other characteristics of such a passenger rail system and the construction thereof could interfere with or have a material and adverse impact on UP's freight rail operations (or maintenance and other activities) on the adjacent property of UP, or on such adjacent property itself, or on such UP operations on the UTA Property pursuant to rights retained by UP.

D. The parties desire to set forth their understandings and agreements with respect to the design and construction of UTA's passenger system to ensure that UP has the reasonable right to review and approve aspects of UTA's passenger rail system plans and construction activities so that UTA does not interfere with or have a material and adverse impact on UP's freight rail operations, including, without limitation, the safety and efficiency of such operations, or of UP's adjacent property.

E. The alignment and certain other characteristics of a passenger rail system will require the relocation or modification of certain UP track and other facilities on the UTA Property, or on adjacent UP property, at the expense of parties other than UP.

F. The parties desire to set forth their understanding and agreements with respect to such relocations and modifications of UP track and other facilities.

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AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants in this Construction Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, UP and UTA agree as follows:

SECTION 1. DEFINED TERMS.

As used in this Construction Agreement, the following capitalized terms have the meaning assigned below, which meanings are applicable to the singular and plural forms:

“Applicable Rate” means the then-current London Interbank Offered Rate for one-year contracts as published in The Wall Street Journal (or, if such rate does not exist, a substantially equivalent rate), plus three hundred (300) basis points.

“Automatic Warning Devices” means traffic control devices at railroad-street at-grade crossings and at railroad-pedestrian at-grade crossings, including, without limitation, any combination of flashing light signals, bells, automatic gates, active advance warning devices, highway traffic signals and their associated activation and control devices, control relays and batteries, microprocessor technology, and associated electrical circuitry.

“Conceptual Work Plans” is defined in Section 2.2.a.

“Construction Agreement” means this Construction and Railroad Relocation Agreement between UTA and UP.

“Construction Commencement Notice” means UTA’s notice to UP that it intends to commence UTA Work on a certain date on a Project described therein, which notice shall be given at least one hundred twenty (120) days before commencement of such UTA Work but in no event shall be given before UTA’s Preliminary Plans for such Project are approved as provided in Section 2.2.

“Construction Commencement Date” means the construction commencement date UTA states in a Construction Commencement Notice regardless of whether construction begins on that date or on a later date, except as otherwise provided in Section 2.6.

“Construction Completion Date” means the date that UTA notifies UP that all Project Work has been completed on the Project covered by such notice, which notice shall be given by UTA immediately upon such completion.

“Corridors” means the entire width of the parallel rail corridors owned by UP and UTA from Milepost 782.48 to Milepost 818.05 on the Salt Lake Subdivision, from Milepost 705.71 to Milepost 729.29 and from Milepost 729.50 to Milepost 745.50 on the Provo Subdivision, and from Milepost 752.41 to Milepost 750.18 and from Milepost 749.99 to Milepost 745.82 on the Sharp Subdivision, except for the portion from Milepost 783.35 (500 North) to Milepost 785.38

(1800 North) on the Salt Lake Subdivision that is governed by the Railroad Relocation and Reimbursement Agreement (North Salt Lake) between UTA and UP of even date herewith.

“CPI Index” shall mean the “Consumer Price Index for All Items – United States” (1982-84=100) compiled by the Bureau of Labor Statistics of the United States Department of Labor (“CPI”). Each adjustment shall be made with reference to the CPI for the fourth month immediately preceding the month in which the adjustment is made (“Current CPI”). Each adjustment shall be made by determining the percentage increase of the then Current CPI divided by the CPI for the fourth calendar month immediately preceding the Execution Date (“Base CPI”). The percentage thus determined shall be multiplied by the applicable base amount, and the product thus determined shall be the adjusted base amount.

$$\frac{\text{Current CPI}}{\text{Base CPI}} \times \text{base amount} = \text{adjusted base amount}$$

If the CPI is discontinued, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would have been obtained if the CPI had not been discontinued.

“Environmental Laws” means any and all applicable laws, statutes, regulations, enforceable requirements, orders, decrees, judgments, injunctions, permits, approvals, authorizations, licenses, permissions or binding agreements issued, promulgated or entered into by any governmental agency having jurisdiction over the environmental condition of the Corridors, relating to the environment, to preservation or reclamation of natural resources, or to the management, release or threatened release of contaminants or noxious odors, including, without limitation, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (“CERCLA”), the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments of 1984, the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, the Clean Air Act of 1970, as amended by the Clean Air Act Amendments of 1990, the Toxic Substances Control Act of 1976, and any similar or implementing state law, and all amendments or regulations promulgated thereunder.

“Facilities” means all rails, fastenings, switches, switch mechanisms and frogs with associated materials, ties, ballast, signals and communications devices (and associated equipment), Passenger Facilities, 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.

“Force Majeure Event” means riots, insurrection or war, strikes or lockouts by third parties providing labor, material or services under contract to a Project, delays caused by the other party to this Construction Agreement, derailments, wrecks or freight embargoes, inability to procure critical materials, unforeseen catastrophic railroad emergencies anywhere within the UP system and earthquake, flood, cloudburst, tornado or other phenomena of nature beyond the power of a party reasonably to foresee or to make preparation in defense against, but not including rain, windstorm or other natural phenomena of normal intensity based on U.S. Weather Bureau reports for the particular locality and for the particular season of the year in which the work is being prosecuted.

“FRA” means the Federal Railroad Administration.

“FTA” means the Federal Transit Administration.

“Hazardous Materials” means any material or substance: (i) the presence of which requires investigation or remediation under any Environmental Law; or (ii) which is defined as a “hazardous waste,” “hazardous substance,” “pollutant” or “contaminant” under any Environmental Law; or (iii) the presence of which on, under or over adjacent properties constitutes a trespass by the owners of the Corridors and poses a hazard to the health or safety of persons on adjacent properties; or (iv) the presence of which on, under, or over the Corridors causes a nuisance on adjacent properties and poses a hazard to the health or safety of persons on adjacent properties.

“Improvements” means construction of new Facilities or modification, relocation or other work on existing Facilities necessitated by the Project, but excluding maintenance work on Facilities conducted in the ordinary course of business and which is unrelated to the Project.

“Invoices” means invoices substantially in the form attached as **Exhibit C**, itemized with the time expended on the subject work and the associated hourly billing rate or charge for such work, and any costs and expenses incurred in the performance of such work, including customary additives.

“License Activities” is defined in Section 6.1.

“License Facilities” means those Facilities that are located now or hereafter on the UTA Property and either owned by UP or used by UP during the License Term in connection with UP’s rail operations on the UTA Property and/or UP’s adjacent railroad right of way.

“License Term” is defined in Section 6.5.

“Mutual Interest Improvements” means Project Work that (i) provides lateral or subjacent support to the other party’s Property or Facilities, or (ii) involves property or Facilities used in connection with the other party’s operations, or (iii) may materially interfere with, or have a material and adverse impact on the efficiency or safety of, the other party’s operations or property, including maintenance and improvements, or (iv) constitutes part of the drainage

improvements in the Corridors, or (v) involves Passenger Facilities, or (vi) involves the Pinch Points, or any additional areas within which it is not possible to maintain twenty-five foot (25') track clearances (measured centerline to centerline), provided, however, that in no event shall UP be required to approve any such lesser clearances with respect to such additional areas or (vii) involves utility relocation, change or modification.

“Operations and Maintenance Agreement” means that certain Operations and Maintenance Agreement executed by UP and UTA concurrently herewith.

“Passenger Facilities” means any facilities that serve rail passengers or passenger rail operations, including, without limitation, stations, platforms, parking lots, and fueling, layover and equipment maintenance/repair facilities.

“Pinch Points” means those locations identified on **Schedule 1** attached hereto and incorporated by reference herein.

“Preliminary Plans” means design plans showing horizontal and vertical track alignment, typical track sections, appurtenance locations (including stations), and type, size and location sheets for Mutual Interest Improvements.

“Project” means a segment of the initial construction of the UTA System (defined below), including, without limitation, the modification and/or relocation of certain existing UP Facilities (including, without limitation, modifications to UP’s signal systems located off the Corridors as necessary to tie into UP’s signal systems located or to be located on the Corridors), the construction of certain new Facilities for UP’s use (including, without limitation, trackage on the UTA Property to serve existing customers and to provide access to the non-UP side of the UTA Property in order to serve those existing customers), the construction of noise buffer walls and the construction of grade separations.

“Project Work” means the UP Work and UTA Work, collectively, on a Project.

“Purchase and Sale Agreement” means the Purchase and Sale Agreement referred to in Recital A.

“Railroad Facilities License” means that certain Railroad Facilities License executed by UP and UTA concurrently herewith.

“UP Contractor” means a contractor or supplier who performs or supplies materials for UP Work for UP, regardless of tier.

“UP Property” means that part of the Corridors retained by UP.

“UP Work” means that portion of the Project Work to be conducted by UP forces or UP Contractors, as will be more fully described in the UP Work Plans for a Project.

“UP Work Plans” is defined in Section 2.1.

“UTA Contractor” means a contractor or supplier who performs or supplies materials for UTA Work, including subcontractors regardless of tier.

“UTA Property” is defined in Recital A.

“UTA System” means a passenger rail system to be located on the UTA Property.

“UTA Work” means that portion of the Project Work to be conducted by UTA, UTA Contractors, utility companies (or their contractors) or other entities other than UP or UP’s Contractors, as will be more fully described in the UTA Work Plans for a Project.

“UTA Work Plans” is defined in Section 2.1.

SECTION 2. PRE-CONSTRUCTION AND CONSTRUCTION

2.1 Planning and Design. All of the requirements of this Construction Agreement apply to each Project regardless of whether reference herein is made to a single Project or a number of Projects. UTA will plan and design, at UTA’s sole cost and expense, including final plans and specifications, Improvements owned (or to be owned) by UTA, which shall be located on the UTA Property (and UTA hereby acknowledges that no Improvements to be owned by UTA may be located on the UP Property) (the “UTA Work Plans”). UP will plan and design, at UTA’s sole cost and expense, including final plans and specifications, Improvements owned (or to be owned) by UP, which may be located on the UP Property or the UTA Property except that UP, at its election, may require UTA to include all or any portion of such Improvements in the UTA Work Plans (collectively, the “UP Work Plans”).

2.2 Approval of Planning and Design of Project Work.

a. UTA has submitted conceptual work plans summarizing design criteria and certain exceptions to such design criteria pertaining to the UTA Property identified as Utah Transit Authority Regional Commuter Rail Study Conceptual Plans, dated December 7, 2001, prepared by Parsons Transportation Group and submitted to UP’s William Wimmer under cover of letter dated January 10, 2002 (the “Conceptual Work Plans”). UP has reviewed and approved such Conceptual Work Plans subject to UP’s design comments in a letter dated September 13, 2002 from Thomas T. Ogee, Chief Engineer for UP.

b. Before issuing a Construction Commencement Notice, UTA shall provide to UP, for UP’s review and comment, UTA’s Preliminary Plans for a Project. The parties then shall meet and confer to discuss issues relating to such Preliminary Plans. UTA then shall revise the Preliminary Plans to address UP’s concerns and resubmit the Preliminary Plans to UP for UP’s approval, which approval shall not be unreasonably withheld, conditioned or delayed. In no event shall UP be required to approve Preliminary Plans which do not comply with the design criteria in the Conceptual Work Plans, including, without limitation, the following clearance requirements (measured centerline to centerline): (i) clearances between UP multiple freight mainline tracks shall be not less than twenty feet (20’); and (ii) clearances between UTA tracks

and UP tracks shall be not less than twenty-five feet (25'), except (x) with respect to the Pinch Points, the greatest clearances possible shall be maintained and in no event shall the clearances be less than fifteen feet (15'), and (y) within five hundred feet (500') of the boundary line of any Passenger Facilities, UTA tracks shall in all events be maintained at not less than twenty-five foot (25') clearances from UP tracks except as otherwise agreed between UP and UTA after design discussions conducted through the Coordination Committee referred to in Section 2.5. In addition, all Passenger Facilities, including, without limitation, stations, platforms, and parking lots, to be constructed by UTA shall be sited to avoid interference with the safe and efficient operation of the UP Facilities. The UTA Property in proximity to Passenger Facilities shall be fenced at the sole cost of entities other than UP with the intent of preventing passengers from entering upon UP Property.

c. UTA and UP acknowledge that it is possible that as UTA designs a Project, areas in addition to the Pinch Points may be identified where the twenty-five foot (25') track clearance (in all cases except between multiple freight mainline tracks) and twenty foot (20') track clearance (between multiple freight mainline tracks) requirements under subparagraph 2.2b cannot be maintained without the acquisition of additional right of way by UTA or significant additional construction costs for UTA. UP and UTA, through the Coordination Committee referred to in Section 2.5, agree to meet and confer to discuss design, construction and other solutions for UTA with respect to such areas, including possible reductions in such clearance requirements; provided, however, that in no event shall UP be required to agree to reduce such clearance requirements.

d. After approval of UTA's Preliminary Plans for a Project, UTA shall prepare and submit to UP for approval the UTA Work Plans, and UP shall prepare and submit to UTA for approval the UP Work Plans. Neither party's approval of the other party's Work Plans shall be unreasonably withheld, conditioned or delayed, provided, however, that (i) in no event shall UP be required to approve UTA Work Plans which are not consistent with the UTA Preliminary Plans as approved by UP under subparagraph b. above or the criteria for approval of the UTA Preliminary Plans set forth in subparagraphs b. above, and (ii) UTA approval shall not be required for Improvements in the UP Work Plans that will be located on UP Property and are not Mutual Interest Improvements, except that UTA shall have the right to review and comment on whether the budget estimate in the UP Work Plans for such Improvements meets the reimbursement criteria in Section 4.

e. Work Plans submitted to either party for approval shall be deemed approved within thirty (30) days after submission unless the party receiving the submission gives the submitting party within such thirty (30) day period either (i) notice of disapproval and the reasons therefor, or (ii) notice that plan review cannot be accomplished within such thirty (30) day period using commercially reasonable efforts, the reasons therefor, and the anticipated date for completion of review. After approval of the Work Plans, no changes may be made to the Work Plans unless approved in writing by both parties under the same criteria for approval provided above in this Section 2.2.

f. Prior to receipt by UP of Preliminary Plans from UTA for a Project, if UP elects to make any additions, improvements or alterations to UP's Facilities located on the UP

Property on the affected segment of the Corridors, which work has an estimated cost in excess of One Hundred Thousand Dollars (\$100,000) as adjusted by the CPI Index, then UP shall give UTA notice of, and an opportunity to comment on, the plans for such work. If UP elects to do such work after receipt of Preliminary Plans from UTA for a Project, then UTA also shall have the right to approve such work if UTA reasonably determines that such work would have a materially adverse effect on the cost, safety and efficiency of the proposed UTA System as reflected in the approved Conceptual Work Plans or any approved Preliminary Plans or approved UTA Work Plans. If UTA does not commence construction of a Project within twelve (12) months after submission of Preliminary Plans to UP, such Preliminary Plans shall be deemed to have expired.

g. If the design approval process outlined above in this Section 2.2 does not meet the needs of either or both parties, the parties shall submit the matter to the Coordination Committee under Section 2.5 for necessary or desirable modifications to the process.

h. Notwithstanding a party's review and approval of the other party's Work Plan, neither party shall be liable for the structural design of the Improvements within the Work Plans of the other party, including, without limitation, any bridge, underpass or overpass structure, or for any deficiencies in the Work Plans of the other party.

2.3 UP Work. UP shall be responsible for accomplishing all UP Work at the sole cost and expense of UTA. UP shall conduct the UP Work as UP deems appropriate, but in accordance with the UP Work Plans and the Construction Schedule. Mutual Interest Improvements included in the UP Work shall be accomplished to the reasonable satisfaction of UTA, and UTA's approval of such Mutual Interest Improvements shall not be unreasonably withheld, conditioned or delayed.

2.4 UTA Work. UTA shall be responsible for accomplishing all UTA Work at the sole cost and expense of UTA, and in accordance with the UTA Work Plans and the Construction Schedule. Mutual Interest Improvements included in the UTA Work shall be accomplished to the reasonable satisfaction of UP, and UP's approval of such Mutual Interest Improvements shall not be unreasonably withheld, conditioned or delayed.

2.5 Coordination Committee. UTA and UP shall establish a Coordination Committee consisting of at least two (2) representatives of each party. The Coordination Committee shall be a forum for the parties to share information, discuss matters submitted by one party to the other party for review and/or approval, and progress resolution of any issues between the parties with respect to this Construction Agreement, including, without limitation, the rights and obligations of the parties under Section 6. The Coordination Committee shall meet (in person or telephonically) regularly but not more often than once per month and also as necessary to address issues between the parties that require prompt resolution.

2.6 Construction Schedule. After approval of the UTA Work Plans and UP Work Plans under Section 2.2, the Coordination Committee shall develop a construction schedule, using a critical path method, which shall adopt or extend the Construction Commencement Date for the UTA Work, and set forth the start date for the UP Work and the completion dates for the

UP Work and the UTA Work pertaining to a Project (the "Construction Schedule"). The Construction Schedule shall, to the extent reasonably possible, limit the time during which UP operates over temporary trackage. At no time shall UP be prevented from operating over main line trackage (permanent or temporary). Access across the UTA Property to UP customers shall be available for reasonable time periods every day.

2.7 Compliance with Construction Schedule.

a. The parties' respective obligations to comply with the Construction Schedule may be excused by the occurrence of a Force Majeure Event as set forth in Section 9.2.

b. If the UTA Work falls behind the Construction Schedule for any reason and UTA does not reasonably anticipate that it will be able to bring the UTA Work back into compliance with the Construction Schedule, UTA shall, at UP's request, reasonably agree to extend UP Work deadlines in the Construction Schedule. UTA acknowledges that delays in the Project Work that prevent the prosecution of UP Work may require UP to send its forces to other job sites and, in that event, UTA shall extend UP Work deadlines in the Construction Schedule to allow for unavailability of UP forces and reasonable demobilization/mobilization periods.

c. If UP Work has fallen behind the Construction Schedule for any reason, the parties shall cooperate to bring UP Work into compliance with the Construction Schedule in a reasonable manner that best suits the needs of the Project. Such cooperation shall include, without limitation:

i. UP shall consult with UTA to determine whether mobilizing additional labor forces or working existing forces overtime best suits the needs of the Project and shall, to the extent reasonably possible, mobilize additional labor forces or work existing labor forces overtime, as UTA shall request;

ii. If UP Work has fallen behind schedule due to a Force Majeure Event as set forth in Section 9.2, UTA shall agree to pay the additional cost for mobilizing additional labor forces or working existing forces overtime in order to bring UP Work into compliance with the Construction Schedule.

d. The provisions of subparagraphs b. and c. above are not intended to, and shall not be deemed to, limit the provisions of Section 9.2 regarding the occurrence of a Force Majeure event.

e. Subject to Section 2.6, UTA shall be entitled to rely upon UP's agreement on scheduling UTA Work activities that interfere with UP's freight rail operations, unless UP can demonstrate that circumstances require a change in such scheduling.

f. After completion of the UP Work, UP shall promptly give written notice thereof to UTA. After completion of the UTA Work, UTA shall promptly give written notice thereof to UP.

2.8 Utilities. Except as otherwise provided in the approved Work Plans, UTA shall not affect or authorize any change, modification or relocation of existing utilities. It shall be UTA's responsibility to coordinate the modification and/or relocation, as necessary, of all existing utilities, at the sole cost and expense of parties other than UP, subject to UP's review and approval (which review and approval shall not be unreasonably withheld, conditioned or delayed) according to then-current published UP standards.

2.9 Inspection of Project Work. Each party shall have the right (but not the obligation) to inspect the Project Work accomplished by the other, to the extent necessary to confirm that such Project Work was accomplished in accordance with the aspects of the Work Plans subject to approval. However, neither party's inspection shall be deemed to have been for any purpose other than confirming compliance with such aspects of such Work Plans.

2.10 Supervision. UP shall have no authority to supervise the operations of any UTA Contractors and UTA shall have no authority to supervise the operations of any UP Contractors.

2.11 Methods and Procedures; Falsework/Shoring Plans and Calculations. No later than thirty (30) days prior to performing Project Work on Mutual Interest Improvements, the party performing such Project Work shall submit proposed methods and procedures of performing such Project Work to the other party for approval. A party shall also submit to the other party for approval, prior to construction, plans and calculations certified by a licensed professional engineer of the State of Utah for falsework or shoring that provides lateral or adjacent support to the other party's Property or Facilities. Each party shall have the right to approve the other party's Contractor's proposed methods and procedures, and falsework/shoring plans and calculations. No Project Work on Mutual Interest Improvements may be commenced by a party until the other party has approved the foregoing. UP and UTA shall at all times keep covered all pits or openings near or under trackage, except during the time required for actual operations in making such pits or openings and performing work therein. The provisions of this Section 2.11 shall not be construed as relieving the Contractors from, or subjecting the opposing party to, any responsibility or liability for any Contractor's operations, methods and procedures, or as constituting any Contractor as a third-party beneficiary of this Construction Agreement.

2.12 Right to Stop Work.

a. If (i) a party's Contractor shall prosecute Project Work on Mutual Interest Improvements in material non-compliance with the approved Work Plans, or contrary to the requirements of Section 5; or (ii) a party or a party's Contractor shall prosecute the Project Work on Mutual Interest Improvements in a manner the other party reasonably deems to be potentially hazardous to the other party's Property or Facilities, or, in the case of UP, the safe and expeditious movement of its trains, locomotives and railroad cars, or (iii) the insurance required to be maintained by a party's Contractor under Section 5.4 shall be canceled during the course of the Project, the first party or the first party's Contractor, as applicable, shall upon notice received from the other party, stop the Project Work on Mutual Interest Improvements until the acts or omissions of the first party or the first party's Contractor have been fully rectified to the other party's reasonable satisfaction or, as the case may be, evidence of additional insurance coverage has been delivered to and accepted by the other party. If the first party fails to expeditiously

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rectify a potential hazard under (ii) above then, unless to do so would violate a labor agreement to which the first party is bound, the other party may, at its election, perform such work of rectification at the expense of the first party. Such stoppage or rectification of Project Work on Mutual Interest Improvements shall not give rise to or impose upon the other party any liability or cost (except that UTA shall remain responsible for all Project costs). The rights of the parties to stop the Project Work on Mutual Interest Improvements and to rectify potential hazards shall be in addition to any other rights the parties may have which include, but are not limited to, actions for damages.

b. Each party shall have the right to request that any employee or subcontractor of the other party or the other party's Contractor be removed from the Project and the Corridors for incompetence, neglect of duty, unsafe conduct, or misconduct if, in the first party's reasonable judgment, the incompetence, neglect of duty, unsafe conduct or misconduct may materially impair the safety of the first party's operations, Facilities, Property or the first party's Work, unless to do so would violate a labor agreement to which the other party is bound. If the other party or the other party's Contractor elects not to honor such request for removal from the Project, the first party may stop the Project Work until the matter has been fully rectified to the first party's reasonable satisfaction.

2.13 Clearances. UTA and UP shall comply with the clearance regulations contained in the Work Plans.

2.14 Delays to Trains. UTA shall be responsible to UP (including its affiliated railroad companies) for all damages for unscheduled delays which may be sustained by UP, its employees, tenants or freight in its care in the event such delays are caused by any breach of this Construction Agreement by UTA, or any negligent act or omission of UTA, its Contractors, agents or employees. UP and any UP Contractors shall not be deemed agents of UTA.

2.15 Ownership of Facilities. The Improvements constructed as part of the Project shall be owned by the party upon whose portion of the Corridors the Improvements are located, except that UP shall own (a) all track crossing Improvements and industry and drill trackage and appurtenances used in UP's operations regardless of where located, and (b) all Improvements and Facilities for which UP holds or is entitled to receive an easement encumbering the UTA Property. Neither party shall have a right of ownership in Improvements owned by the other. Neither party shall create any lien or encumbrance in or against any Improvements owned by the other.

2.16 Salvage. UTA shall retain all materials salvaged from Project Work; provided, however, that if UP has an obligation to return salvaged material (including but not limited to components of Automatic Warning Devices) to the State of Utah pursuant to a written agreement between UP and the State, UTA shall be entitled to such salvaged material only if the State agrees to waive without condition UP's obligation to return such salvaged material. UP shall permit UTA to seek such a waiver from the State.

2.17 As-Built CAD Drawings. After the Construction Completion Date on a Project, UTA shall furnish to UP one (1) set of as-built plans, at no cost to UP, prepared in U.S.

Customary Units, and one (1) set of computer diskettes, containing as-built CAD drawings of the UTA Work, identifying the software used for the CAD drawings. After the Construction Completion Date on a Project, UP shall furnish to UTA one (1) set of as-built plans, at no cost to UTA, prepared in U.S. Customary Units, and one (1) set of computer diskettes, containing as-built CAD drawings of (a) the Improvements owned by UP that are located on UTA Property, and (b) the Mutual Interest Improvements located on UP Property, identifying the software used for the CAD drawings. In each case, the "as-built plans" shall (i) depict all information in UP engineering stationing and mile post pluses, (ii) include plan and profile, structural drawings and specifications, and drainage plans, and (iii) show all Improvements and Facilities.

2.18 UTA System Testing. UTA shall have the right to conduct UTA System testing on the UTA Property, including operation of UTA equipment on UTA Property in pre-revenue service, provided however, that at least forty-eight (48) hours advance notice of any such UTA equipment operation shall be given by UTA to UP, that such testing shall be coordinated through the Coordination Committee, and that such testing shall not interfere with the UP Work or result in delays in the UTA Work, or interfere with any UP freight rail operations.

SECTION 3. ACCESS RIGHTS; MAINTENANCE.

3.1 Access to Property for Project Work. Before commencing any Project Work on the other party's Property, each party shall execute the UP/UTA Joint Right of Entry License in the form of the attached **Exhibit D-1**.

3.2 Insurance.

a. Neither UTA nor any UTA Contractor shall begin any UTA Work and, without limitation, no Contractor, shall be permitted to enter upon property owned, controlled or leased by UP in connection with this Construction Agreement, until certificates or policies of insurance evidencing compliance with Sections 5.4 and 8.1 of this Construction Agreement have been delivered to UP.

b. Neither UP nor any UP Contractor shall begin any UP Work and, without limitation, no Contractor, shall be permitted to enter upon property owned, controlled or leased by UTA in connection with this Construction Agreement, until certificates or policies of insurance evidencing compliance with Sections 5.4 and 8.1 of this Construction Agreement have been delivered to UTA.

3.3 Maintenance of Improvements.

Upon issuance by UTA of notice of the Construction Completion Date for a Project, each party shall, at its sole cost and expense, maintain the Improvements located on its Property pursuant to the Project, except as otherwise provided in the Operations and Maintenance Agreement and except that UP shall maintain all Improvements owned by UP regardless of where located. Subject to the foregoing, changes in maintenance responsibilities shall be coordinated by the Coordination Committee.

SECTION 4. UTA REIMBURSEMENT TO UP.

4.1 Project Benefits. The parties agree that a basic premise underlying this Construction Agreement is that construction of every Project is for UTA's sole benefit, with no ascertainable benefit to UP, and UP shall not be required to contribute to the cost of any Project.

4.2 Reimbursement to UP by UTA.

a. UTA agrees to reimburse UP for all UP Work, which shall include the removal, relocation and/or replacement to then-current UP standards and governmental requirements, of existing UP Facilities and the construction of new UP Facilities to then-current UP standards and governmental requirements, all as necessary to accommodate the UTA System and to provide for the safe and efficient operation of UP's freight rail system to then-current UP standards and governmental requirements. UTA shall ensure that UTA will have funds available to pay UP for UP Work.

b. UP shall deliver to UTA progress Invoices containing a statement of the amount due on account of the expenses incurred and services rendered during the billing period, including customary additives. UP may also invoice UTA upon receipt of material purchases. Payment of each Invoice shall be made by UTA within thirty (30) days after receipt and approval by UTA, which approval shall not be unreasonably withheld, conditioned or delayed. Interest shall be paid at the Applicable Rate if any such approved Invoice has not been paid by UTA with thirty (30) days after receipt. No interest shall be paid on any disputed amounts which are determined not to be payable, but interest shall be paid from the original due date of any disputed amount that is determined to be payable. If UTA in good faith disputes any amount on an Invoice, UTA may deduct the disputed amount from the payment but shall not delay payment for the undisputed amount. The amounts and reasons for such deductions, if any, shall be documented to UP within thirty (30) days after UTA's receipt of such Invoice.

c. UP's Invoices may be audited by UTA, FTA or the Government Accounting Office for compliance with this Construction Agreement for a period not to exceed four (4) years from the later of (i) the Construction Completion Date, or (ii) as to each Invoice, the date the Invoice was received by UTA.

d. If UTA requests that UP perform any services or work on the Project other than UP Work, UP, in its sole discretion, may agree or decline to perform such work. Any such work performed by UP forces shall be performed in accordance with any and all applicable labor agreements between UP and its employees and UTA shall reimburse UP for all costs and expenses of such work at UP's actual cost, including customary additives.

4.3 Labor and Material Costs for UP Work.

a. Estimates of required materials and costs of any UP Work shall be prepared by UP as part of the UP Work Plans. Working through the Coordination Committee, UTA shall reasonably agree to permit cost increases in the UP Work occasioned by any of the following:

i. Force Majeure Events, including, without limitation, mobilization/demobilization costs arising out of a Force Majeure Event;

ii. Changes to the UTA Work, delays caused by UTA, or any other acts or omissions of UTA;

iii. Changes in applicable requirements imposed by the FRA or any other governmental agency having jurisdiction over the parties and the UTA Work or UP Work, as applicable;

iv. Any other reasonably unforeseeable cause, other than the negligence or willful misconduct of UP or any employee, contractor, consultant or agent of UP;

v. Failure of the Project Work to commence within one hundred fifty (150) days after the UP Work Plans are approved by UTA; or

vi. Change orders approved by UTA as provided in this Section 4.

b. In order to avoid unexpected cost increases, the Coordination Committee shall review monthly status reports summarizing the UP Work completed to date. UP also shall submit to the Coordination Committee at least once each calendar quarter a report evaluating the sufficiency of the estimated costs shown in the UP Work Plans to complete the UP Work.

c. If UP reasonably determines that the estimated costs shown in the UP Work Plans (as adjusted after completion of final design and issuance of all permits) are insufficient to complete the UP Work, then, unless and until UTA agrees to pay the excess and provides UP with evidence that UTA will have funding for the excess, UP may stop work and suspend the Project.

d. If UTA determines that a Project will exceed the amount of funds UTA will have for the Project, UTA shall cease construction of the Project and immediately notify UP. UTA and UP will then mutually agree either to (i) suspend the Project until UTA obtains the necessary additional funding, or (ii) terminate this Construction Agreement as to the Project.

4.4 Change Orders. No change shall be made in the UP Work that increases the cost of the Project in excess of Fifty Thousand Dollars (\$50,000), as adjusted by the CPI Index, or in the UP Work or UTA Work that alters the character or scope of the UP or UTA Work, without prior written authorization of both UP and UTA working through the Coordination Committee. Such authorization shall not be unreasonably withheld, conditioned or delayed. Change orders must be approved or disapproved in writing by UTA or UP, as applicable, within thirty (30) days of receipt. UTA agrees to reimburse UP for any such approved change orders for the UP Work in accordance with the procedure for billing set forth in Section 4.2.

4.5 Emergency Work.

a. UTA agrees to reimburse UP for work on UP's Facilities and/or Property of an emergency nature caused by any act or omission of UTA or UTA's Contractors in connection with the Project which UP reasonably deems necessary for the immediate restoration of railroad operations or for the protection of persons on property owned, controlled or leased by UP within or in the vicinity of the construction area. Such work may be performed by UP without the prior approval of UTA, if prior notice and approval is not possible under the emergency circumstances.

b. UP agrees to reimburse UTA for work on UTA's Facilities and/or Property of an emergency nature caused by any negligent act or omission of UP or UP's Contractors in connection with the Project which UTA reasonably deems necessary for the immediate restoration of Project Work or for the protection of persons. Such work may be performed by UTA without the prior approval of UP, if prior notice and approval is not possible under the emergency circumstances, and the performance of such work by UTA would not violate the terms of any labor agreement to which UP is bound.

4.6 Reimbursement for Performing Project Work for Contractor. Subject to the provisions of Section 4 of this Construction Agreement, UTA shall be responsible for reimbursing UP for the cost and expense of all services (including, without limitation, flagging and/or warning services, and temporary grade crossing work) and materials supplied (including customary additives) for any UTA Work performed for any UTA Contractor by UP or any UP Contractor. Such reimbursement shall be made in the manner provided in Section 4.2. The costs referenced in this Section 4.6 shall not be included in the UP Work Plans cost estimate.

4.7 Funding as Prerequisite to Work Commencement. Unless and until UTA provides UP with satisfactory evidence that UTA will have sufficient funds for a Project, no Project Work may be commenced, and UP shall have no obligation to commence any UP Work.

SECTION 5. CONTRACTOR OBLIGATIONS AND ACTIVITIES.

5.1 Contractor's Covenants. UTA and UP agree that any agreement entered into with any UTA Contractor or UP Contractor to perform UTA Work or UP Work shall require such contractor to keep and perform the following covenants, conditions, and stipulations in this Section 5, provided, however, that only Sections 5.2 ii., 5.4, 5.6, 5.7 and 5.8 are applicable to a UP Contractor:

5.2 Right of Entry.

i. Before performing any work on the UP Property, or work that could materially affect UP's Facilities or operations, the UTA Contractor (except for subcontractors and material suppliers) shall be required to execute UP's standard Contractor's Right of Entry Agreement in substantially the same form as **Exhibit D-2**.

ii. Before performing any work on the UTA Property, or work that could materially affect UTA's Facilities or operations, the UP Contractor (except for subcontractors and material suppliers), if any, shall be required to execute UTA's standard Contractor's Right of Entry Agreement in substantially the same form as **Exhibit D-3**.

5.3 Notice for Flagging Services. The UTA Contractor shall notify UP in advance of commencing or discontinuing any operations which require flagging services. Such notices shall be governed by the specific Contractor's Right of Entry Agreement entered into by the UTA Contractor with UP.

5.4 Contractor's Insurance.

a. The UTA Contractor shall carry, at its cost and expense, insurance of the kinds and amounts described in Contractor Insurance Requirements set forth in **Exhibit B-1** to the UP standard Contractor's Right of Entry Agreement during the times any work is being performed by the UTA Contractor on UP's or UTA's Property. UTA shall cause the UTA Contractor to obtain such insurance.

b. The UP Contractor, if any, shall carry, at its cost and expense, insurance of the kinds and amounts described in Contractor Insurance Requirements set forth in the UTA standard Contractor's Right of Entry Agreement, during the times any work is being performed by the UP Contractor on UP's or UTA's Property. UP shall cause the UP Contractor to obtain such insurance.

5.5 Crossings and Roadways on UP Property.

a. The UTA Contractors shall not establish or use any new at-grade crossings – whether roadway (including temporary haul roads) or pedestrian – of UP's trackage or roadways on property owned, leased or controlled by UP except by separate written agreement between such UTA Contractor and UP, and only at such places and under such flagging protection or warning devices as shall be approved or designated in writing by UP, which approval or designation shall be in accordance with UP's standard requirements.

b. The UTA Contractor shall maintain at all times any new at-grade crossing (whether roadway or pedestrian) so established in a condition reasonably acceptable to UP and to keep flangeways free of ice, snow, dirt, rock and debris and to install, operate, maintain and remove in a manner reasonably satisfactory to UP suitable cable or gate barricades, with locks, as directed by UP, adequate to prevent unauthorized vehicles, equipment or persons from using such new crossings or roadways. Said barricades shall be locked at all times when such new crossings or roadways are not in actual use. The UTA Contractor also shall be required to obtain permission prior to each crossing of UP trackage from the UP flagman in control of the crossing.

c. UP may, when required by its labor agreements, and at UTA's sole cost and expense, perform all or any part of the work incident to establishing any such new crossing at grade (whether roadway or pedestrian) or roadways, or removing the same and restoring UP's

trackage and roadbed, or UP may require the UTA Contractor to perform all or any portion of such work. UTA and UP shall reasonably cooperate to avoid violation of UP's labor agreements.

d. All cost and expense incident to the establishment, maintenance, operation and removal of such crossings or roadways and barricades, even if performed by UP, shall be at the sole cost and expense of UTA.

e. UTA shall require all UTA Contractors to agree that they shall not at any time cross UP trackage with vehicles or equipment of any kind or character, except at existing public crossings or at crossings established as provided for in this Section 5.5.

5.6 Utilities. Each UTA Contractor and UP Contractor, if any, shall observe all the requirements concerning utilities as described in the Work Plans.

5.7 Clearances. Each UTA Contractor and UP Contractor, if any, shall comply with the clearance regulations contained in the Work Plans.

5.8 Subcontractors. Each UTA Contractor and UP Contractor, if any, shall require all of its subcontractors performing UTA Work or UP Work to be bound by the limitations and obligations of this Construction Agreement. Only those subcontractors who obtain the insurance required in Section 5.4 above shall be authorized to perform UTA Work or UP Work, unless said insurance covering the subcontractor is provided by UTA or the UTA Contractor, or UP or the UP Contractor, as applicable.

SECTION 6. RAILROAD FACILITIES LICENSE.

6.1 Exclusive Right to Perform Freight Railroad Operations. UTA grants to UP for the License Term (as defined in Section 6.5) the exclusive right (together with third parties admitted to the License Facilities by UP, which third parties shall, for purposes of this Section 6, be deemed to be UP) to use the UTA Property to maintain, repair, operate, and use the License Facilities in connection with freight railroad operations (the "License Activities"). Except as provided in Section 6.2 below or as otherwise provided in this Construction Agreement, the License Activities performed by UP shall be at UP's sole cost and expense.

6.2 UP's Exclusive Control and Management of UP's License Activities. UP shall have exclusive control and management of UP's License Activities, shall employ and discharge all personnel required to perform UP's License Activities, shall comply with all governmental laws, rules, regulations and orders applicable to UP's License Activities, and shall pay all real property taxes separately levied on UP's rights under this Section 6 and for all utilities consumed by UP in carrying out UP's License Activities. All equipment and materials required for UP's License Activities shall be provided by UP at the sole cost and expense of entities other than UTA except as otherwise provided in this Construction Agreement. Notwithstanding the foregoing, but subject to the provisions of Sections 2.6 and 2.7e, UP shall conduct its License Activities in a manner that does not unreasonably interfere with Project Work and that conforms to the Construction Schedule agreed upon by the parties, including, but not limited to, adjusting

the timing of or otherwise modifying freight operations and related activities on the UTA Property in order to accommodate temporary track shutdowns necessitated by Project Work.

6.3 Maintenance and Improvements.

a. During the License Term, UTA shall be responsible for maintaining the UTA Property in compliance with all applicable laws, rules, regulations and orders, including, without limitation, hazardous materials remediation, except for UP's obligations under Sections 6.3b. and 8.2d. of this Construction Agreement. UTA shall have no obligation to maintain or repair the License Facilities (including, without limitation, the removal of vegetation, debris and litter from the License Facilities).

b. During the License Term, UP shall be responsible for maintenance and repair of the License Facilities in compliance with all applicable laws, rules, regulations and orders (including, without limitation, those relating to the removal of vegetation, debris and litter from the License Facilities), except for UTA's obligations under Sections 6.3a and 8.2d. of this Construction Agreement. Subject to the foregoing sentence, UP shall have no obligation to maintain or repair the License Facilities (including, without limitation, vegetation, debris and litter removal) except as UP in its sole discretion determines is necessary or desirable in connection with UP's rail operations.

6.4 Rights and Restrictions of UTA. During the License Term, UTA shall have the right to use the UTA Property and to grant easements, licenses or permits affecting the UTA Property as long as such use, easements, licenses or permits do not interfere with or create safety hazards for UP's continuous and uninterrupted use of the License Facilities. UTA shall not grant any other rights to use the License Facilities during the License Term. Notwithstanding the foregoing, UTA shall have no obligation to police the License Facilities nor to take any other action to prevent the unauthorized use of the License Facilities during the License Term, except that UTA shall be responsible for ensuring that UTA's employees, agents and Contractors comply with the terms of this Agreement.

6.5 License Term. The rights provided under this Section 6 shall be effective as of the Construction Commencement Date as to a particular segment of the UTA Property and, except as otherwise provided below, shall remain in effect until the Construction Completion Date of that segment of the UTA Property (the "License Term"). UP may terminate its rights under this Section 6 by giving UTA not less than thirty (30) days' advance written notice of termination. Upon such termination, UP shall have no further rights under this Section 6 to use the UTA Property and UTA shall have no further obligations with respect to such rights. In the event that Project Work is suspended or this Construction Agreement is terminated as to a Project prior to the Construction Completion Date as to a particular Project, the rights and obligations of the parties with respect to UP's License Activities on the applicable segment of the UTA Property shall not remain subject to this Construction Agreement but rather shall be governed by the Railroad Facilities License.

6.6 License Runs With Land; Irrevocability. Notwithstanding the denomination of this Section as "License", the rights provided to UP hereunder and the terms and provisions

hereof are made for the benefit of the property comprising UP's railroad rights of way adjacent to the UTA Property, shall run with the land and shall bind and inure to the benefit of the parties' respective successors in interest in the UTA Property and such adjacent railroad rights of way, and shall be irrevocable.

SECTION 7. SUSPENSION; TERM; DEFAULT.

7.1 Suspension. UTA may suspend construction of a Project at any time by giving thirty (30) days' written notice of suspension to UP. UTA may subsequently reinstate construction of the Project by giving sixty (60) days' written notice of reinstatement to UP, provided that such notice is given within eighteen (18) months after such suspension. UTA acknowledges that any Project suspension and reinstatement shall require an extension of the Construction Schedule to allow for UP's actual time to mobilize its labor forces and may cause UP to incur additional costs not contemplated in the UP Work Plans. UTA and UP shall amend the Construction Schedule as necessary to account for the time of suspension and UP's actual time required to mobilize its labor forces. UP may also submit, and UTA shall approve, a change order pursuant to Section 4.4 for additional costs arising out of the demobilization and mobilization of UP's labor forces, as well as additional costs arising out of the use of overtime and/or additional forces.

7.2 Term. Unless sooner terminated as provided in this Construction Agreement, this Construction Agreement shall be effective from the Execution Date until the Construction Completion Date as to a Project.

7.3 Default.

a. If either party fails to comply with the material provisions of this Construction Agreement, then, in addition to other applicable remedies under this Construction Agreement, UTA or UP may serve written notice of default upon the other party.

b. Any party receiving notice of default pursuant to subparagraph a. above (the "Responding Party") shall have fifteen (15) days within which to correct its noncompliance. If the Responding Party fails to do so, then the other party may pursue an action or actions for injunctive relief, specific performance, damages and/or any other available judicial relief, or may cure the default at the expense of the Responding Party (except that UTA shall nevertheless remain responsible for all Project costs, and that UTA may not perform any UP Work if such performance would violate the terms of any labor agreement to which UP is bound). Except as otherwise provided in this Construction Agreement, all Project Work shall continue until termination.

c. In the event of any suspension of a Project as provided in this Construction Agreement, or termination of this Construction Agreement as to every or any segment of the Corridors by mutual agreement or court order, (i) UTA shall reimburse UP for all related costs incurred by UP, including, but not limited to, any and all engineering, labor, material, mobilization/demobilization, and legal costs related to the affected Project(s), (ii) the Railroad Facilities License shall be fully applicable to the affected segment(s) of the Corridors,

(iii) UTA shall have the right to commence a Project on any unaffected segment(s), and (iv) all accrued liabilities shall continue to be fully enforceable.

d. UP, but not UTA, shall have the right to pursue injunctive relief to terminate this Construction Agreement as to all or any of the segments of the Corridors. Notwithstanding anything else contained in this Agreement, neither party shall have the right to terminate this Agreement except by mutual agreement or as set forth in this Section 7.3.d.

7.4 Restoration of UP Rail Route. In the event this Construction Agreement is terminated in its entirety or as to a Project for any reason whatsoever or construction of a Project is suspended for ninety (90) days, UTA, at its sole cost and expense, shall ensure that UP is provided without delay with a rail route on the Corridors with at least the level of utility (including, without limitation, as to operational cost, efficiency, safety and speed) that existed as of the Construction Commencement Date, and shall remove its equipment and other related property from the Corridors and restore the Corridors to a condition reasonably acceptable to UP.

7.5 Freight Railroad Operations Easement and Bill of Sale. Upon written request of UP given to UTA after the Construction Completion Date as to a Project, or after termination of this Construction Agreement as to all or any segment(s) of the Corridor prior to the Construction Completion Date for the Project to be constructed on any such segment(s), UTA shall grant to UP a freight rail operations easement with respect to the License Facilities located on the segment(s) of the UTA Property as to which this Construction Agreement shall have terminated or expired, together with a Bill of Sale to any such License Facilities as are owned by UTA. Such easement shall be located twelve and one-half feet (12½') on both sides of the centerline of such License Facilities and shall be substantially in the form of the retained easement for freight purposes contained in the Quitclaim Deed covering the UTA Property delivered by UP to UTA pursuant to the Purchase and Sale Agreement. The Bill of Sale shall be in a form reasonably acceptable to both UP and UTA. Upon delivery and acceptance of such easement and Bill of Sale, the Railroad Facilities License shall automatically terminate as to the affected segment(s) of the UTA Property.

SECTION 8. INSURANCE, LIABILITY AND INDEMNITY.

8.1 Insurance.

a. (i) Throughout the construction of the Project, UTA shall obtain and maintain, from an insurance company licensed to do business in Utah, and possessing a current Best's Insurance Guide Rating of B and Class X, or better, general liability insurance in the amount of Ten Million Dollars (\$10,000,000.00) per occurrence, with UP named as additional insured. Coverage for punitive damages shall be included, to the extent such coverage is permitted under Utah law. The insurance also shall include an endorsement deleting the exclusion for bodily injury or property damage arising out of construction or demolition operations within fifty (50) feet of any railroad property or affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing. UTA shall provide UP evidence of UTA's liability insurance coverage on the date of commencement of such construction, together with copies of its insurance policies and any amendments as soon as they are available, and shall

provide evidence of its continued insurance coverage on January 1 and July 1 of each year. UTA's failure to provide such evidence within twenty (20) days after receipt of written notice from UP shall entitle UP to purchase such liability insurance, and UTA shall reimburse UP for the cost of such liability insurance within thirty (30) days after its receipt of a bill therefor.

(ii) Provided UTA maintains the insurance above-described, in the event of any loss or damage to any persons or property suffered by a party to this Construction Agreement or for which a party to this Construction Agreement may be liable, that party shall first proceed directly against available insurance coverage, and shall make no claim against the other party to this Construction Agreement for such loss or damage unless it is determined that insurance coverage is not available.

(iii) The insurance policies described in this Section 8.1.a shall be primary and not contributory, shall release UP as to payments of any earned premium, and shall contain a waiver of subrogation clause wherein no insurance company shall have any right of recovery against UP or any UP Contractor. All insurance certificates provided by UTA must demonstrate compliance with this Section 8.1.a and must provide that such insurance may not be canceled, amended or allowed to lapse until the expiration of at least thirty (30) days' advance written notice to UP.

(iv) The foregoing insurance requirements shall be adjusted by the parties every three (3) years after the Execution Date to reflect industry standards, liability claim trends and market conditions.

(v) All statutory defenses and limitations applicable to UTA shall be retained by UTA with respect to parties other than UP and UP's Contractor, and none are intended to be waived with respect to parties other than UP and UP's Contractor by UTA by the acquisition of insurance by UTA or under this Construction Agreement, including, without limitation, the liability cap established in Title 63, Part 34, Utah Code Annotated 1953, as amended.

b. (i) UP maintains a catastrophic risk management program, allowing for its diverse risk exposures and financial condition, and in keeping with risks assumed by corporations of established size and reputation and consistent with programs of other Class I railroads [as defined in 49 CFR 1201, Subpart A, General Instruction 1-1. UP shall maintain at all times this Construction Agreement is in effect, and at its own cost and expense, insurance coverage as is customary under its established risk management program. UP shall provide UTA evidence of UP's liability insurance coverage on the date of commencement of UP Work, as well as prior to any entry upon UTA's Property.

(ii) Provided UP maintains the insurance above-described, in the event of any loss or damage to any persons or property suffered by a party to this Construction Agreement or for which a party to this Construction Agreement may be liable, that party shall first proceed directly against available insurance coverage, and shall make no claim against the other party to this Construction Agreement for such loss or damage unless it is determined that insurance coverage is not available.

(iii) The insurance policies described in this Section 8.1.b shall be primary and not contributory, shall release UTA as to payments of any earned premium and shall contain a waiver of subrogation clause wherein no insurance company shall have any right of recovery against UTA or any UTA contractor. All insurance certificates provided by UP must demonstrate compliance with this Section 8.1.b.

(c) A failure of either party to maintain the insurance required by this Section 8.1 shall not relieve such party of any of its liabilities or obligations under this Construction Agreement.

8.2 Liability and Indemnity.

a. UTA shall indemnify, defend and save harmless UP, its agents, directors, officers and employees against all liabilities, claims, demands, damages or costs for (i) death of or bodily injury to persons including, without limitation, the agents, directors, officers and employees of the parties hereto, (ii) damage to or loss of property including, without limitation, the property of the parties hereto, their agents, directors, officers, employees and invitees, or (iii) any other loss, damage or expense and all fines or penalties imposed upon or assessed against UP, and all expenses of investigating and defending against the same, arising in any manner out of (A) the use, occupancy or presence of UTA, its contractors, subcontractors, employees, representatives, invitees or agents in, on, or about the UP Property, and/or (B) the performance, or failure to perform by UTA, its contractors, subcontractors, employees, agents or representatives, their work or any obligation under this Construction Agreement, and/or (C) the sole or contributing acts or omissions of UTA, its contractors, subcontractors, employees, representatives, invitees or agents in, on, or about the UP Property. Nothing contained in this Section 8.2.a is intended to nor shall be deemed or construed to indemnify UP against its sole negligence or willful misconduct that leads to an award of punitive damages against UP. The foregoing indemnity is in addition to, and not in limitation of, the insurance coverage required under this Construction Agreement.

b. UP shall indemnify, defend and save harmless UTA, its agents, directors, trustees, officers and employees against all liabilities, claims, demands, damages or costs for (i) death of or bodily injury to persons including, without limitation, the agents, directors, officers and employees of the parties hereto, (ii) damage to or loss of property including, without limitation, the property of the parties hereto, their agents, directors, officers, employees and invitees, or (iii) any other loss, damage or expense and all fines or penalties imposed upon or assessed against UTA, and all expenses of investigating and defending against the same, to the extent caused by (A) breach of this Construction Agreement by UP, and/or (B) the gross negligence or willful misconduct of UP in carrying out the UP Work. Nothing contained in this Section 8.2.b is intended to nor shall be deemed or construed to indemnify UTA against its negligence. The foregoing indemnity is in addition to, and not in limitation of, the insurance coverage required under this Construction Agreement.

c. UP shall indemnify, protect, defend, and hold harmless UTA, its trustees, officers, employees, agents and contractors, from and against any and all liabilities or claims for

all loss, damage, injury and death arising out of the performance of the License Activities, except to the extent due to the negligence or willful misconduct of UTA, its trustees, officers, employees, agents or contractors, or breach of this Construction Agreement by UTA. This indemnity provision shall not apply to any loss, damage, injury or death arising out of any work or activity associated with Project Work, in which case the other indemnity and risk allocation provisions of this Section 8.2 shall apply.

d. In the event of leakage, spillage, release, discharge or disposal of any Hazardous Materials on the UTA Property (including, without limitation, by explosion) during the License Term by either UTA, or UP in carrying out the License Activities, the party responsible for such leakage, spillage, release, discharge or disposal shall give the other party prompt notice of such event, and at its sole cost and expense, promptly clean or remediate the UTA Property to the standards required by law or by any governmental agency or public body having jurisdiction in the matter, and otherwise restore the UTA Property to its condition prior to the leakage, spillage, release, discharge or disposal. Should any such leakage, spillage, release, discharge or disposal result in a fine, penalty, cost, or charge, the responsible party shall promptly and fully pay such fine, penalty, cost or charge. UP shall be responsible for any such leakage, spillage, release, discharge or disposal by any third party admitted to the UTA Property by UP to perform License Activities. UTA shall be responsible for any such leakage, spillage, release, discharge or disposal by UTA or any person or entity other than UP or any third party admitted to the UTA Property by UP to perform License Activities. Each party shall indemnify, protect, defend, and hold harmless the other, its directors, trustees, officers, employees, agents and contractors, from and against any and all liabilities or claims for all loss, damage, injury, and death arising as a result of its leakage, spillage, release, discharge or disposal of Hazardous Materials on the UTA Property, or by any third party it admits to the UTA Property during the License Term, except to the extent due to the negligence or willful misconduct of the other party, its directors, trustees, officers, employees, agents or contractors. The provisions of this Section 8.2.d are in addition to, and not in limitation of, the provisions of Section 10 of the Purchase and Sale Agreement.

SECTION 9. ADDITIONAL PROVISIONS.

9.1 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by facsimile directed to the party to whom notice is to be given at the facsimile number listed below, or (ii) at the earlier of actual receipt or the third business day following deposit in the United States mail, postage prepaid. Notices and other communications shall be directed to the parties at the address shown below.

To UP: Vice President – Engineering
Union Pacific Railroad Company
1416 Dodge Street, Room 1030
Omaha, Nebraska 68179-1000
Facsimile: 402-271-6674

With a copy to: Vice President-Law
Union Pacific Railroad Company
1416 Dodge Street, Room 830
Omaha, Nebraska 68179-0800
Facsimile: 402-271-7107

To UTA: UTA TRANSIT AUTHORITY
Attn: General Manager
3600 South 700 West
Salt Lake City, Utah 84119-0810
Telephone No. (801) 262-5626
Telecopy: (801) 287-4592

With a copy to: UTAH TRANSIT AUTHORITY
Attn: General Counsel
3600 South 700 West
Salt Lake City, Utah 84119-0810
Telephone No. (801) 287-4525
Telecopy: (801) 287-4520

9.2 Force Majeure. Each party shall be excused from the performance of any of its obligations under this Construction Agreement, except obligations involving the payment of money to the other party, during the time when such nonperformance is caused by a Force Majeure Event, provided the non-performing party gives notice to the other party within ten (10) days following the non-performing party's knowledge of such event, setting forth the facts giving rise to such non-performance and the number of days of delay expected to be caused thereby.

9.3 Prohibited Interests. No officer, member or employee of UTA, no members of UTA's governing body and no other public official or employee of the governing body during his or her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Construction Agreement, any Related Agreement (as that term is defined in the Purchase and Sale Agreement), or other agreement referenced herein, or the proceeds thereof.

9.4 No Third Party Rights. Except as expressly set forth herein, the representations, warranties, terms and provisions of this Construction Agreement are for the exclusive benefit of the parties hereto and no other person or entity shall have any right or claim against either party by reason of any of these terms and provisions or be entitled to enforce any of these terms and provisions against either party.

9.5 Severability. If any part, term or provision of this Construction Agreement is judicially determined to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Construction Agreement did not contain the particular part, term or provision held to be invalid or illegal.

9.6 Whole Agreement. This Construction Agreement (including all Exhibits), together with the Railroad Facilities License, the easement for Railroad Facilities (as defined in the Purchase and Sale Agreement), and the Operations and Maintenance Agreement, constitutes the complete understanding between the parties with respect to the subject matter hereof. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect unless embodied in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendment or other agreement executed by the authorized representatives of the parties.

9.7 Captions and Headings. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

9.8 Assignment. This Construction Agreement shall inure to the benefit of and shall be binding upon each party's successors and assigns, except that no party may assign any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

9.9 Survivability. The parties agree that their respective rights, duties and obligations under any provision which by its terms imposes an obligation on UTA or UP which is continuing in nature shall survive the termination of this Construction Agreement, regardless of whether such termination is effected through mutual agreement or default or breach of this Construction Agreement.

9.10 Separate Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one of the same instrument.

9.11 No Waiver. Except as otherwise explicitly stated in this Construction Agreement, nothing contained in this Construction Agreement shall be construed as a waiver or release of any rights UP may have against UTA or UTA may have against UP with respect to any cause, claim or liability whatsoever.

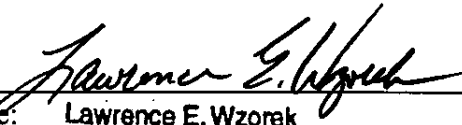
9.12 Governing Law. This Construction Agreement shall be interpreted and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have caused this Construction Agreement to be executed by their duly authorized officers as of Execution Date.

WITNESS:

Barbara Zoben

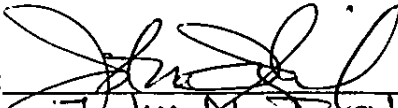
UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

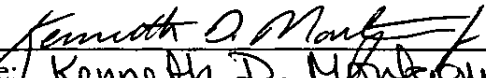
By: 
Name: Lawrence E. Wzorek
Title: Assistant Vice President - Law

WITNESS:

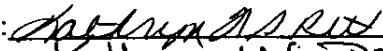
Cary D. Jan

UTAH TRANSIT AUTHORITY,
a transit district organized under Utah law

By: 
Name: John M. English
Title: General Manager

By: 
Name: Kenneth D. Montague Jr.
Title: Treasurer

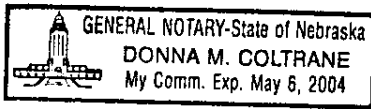
APPROVED AS TO FORM:

By: 
Name: Kathryn H. S. Pett
Title: General Counsel

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On September 16, 2002, before me, a Notary Public in and for said County and State, personally appeared Lawrence E. Wzorek, Assistant Vice President - Law, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



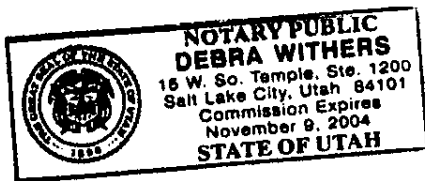
Donna M. Coltrane
Notary Public

(SEAL)

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

On 19 September 2002, before me, a Notary Public in and for said County and State, personally appeared John M. English and Kenneth Montague and _____, respectively, of UTAH TRANSIT AUTHORITY, a public transit district organized under Utah law, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

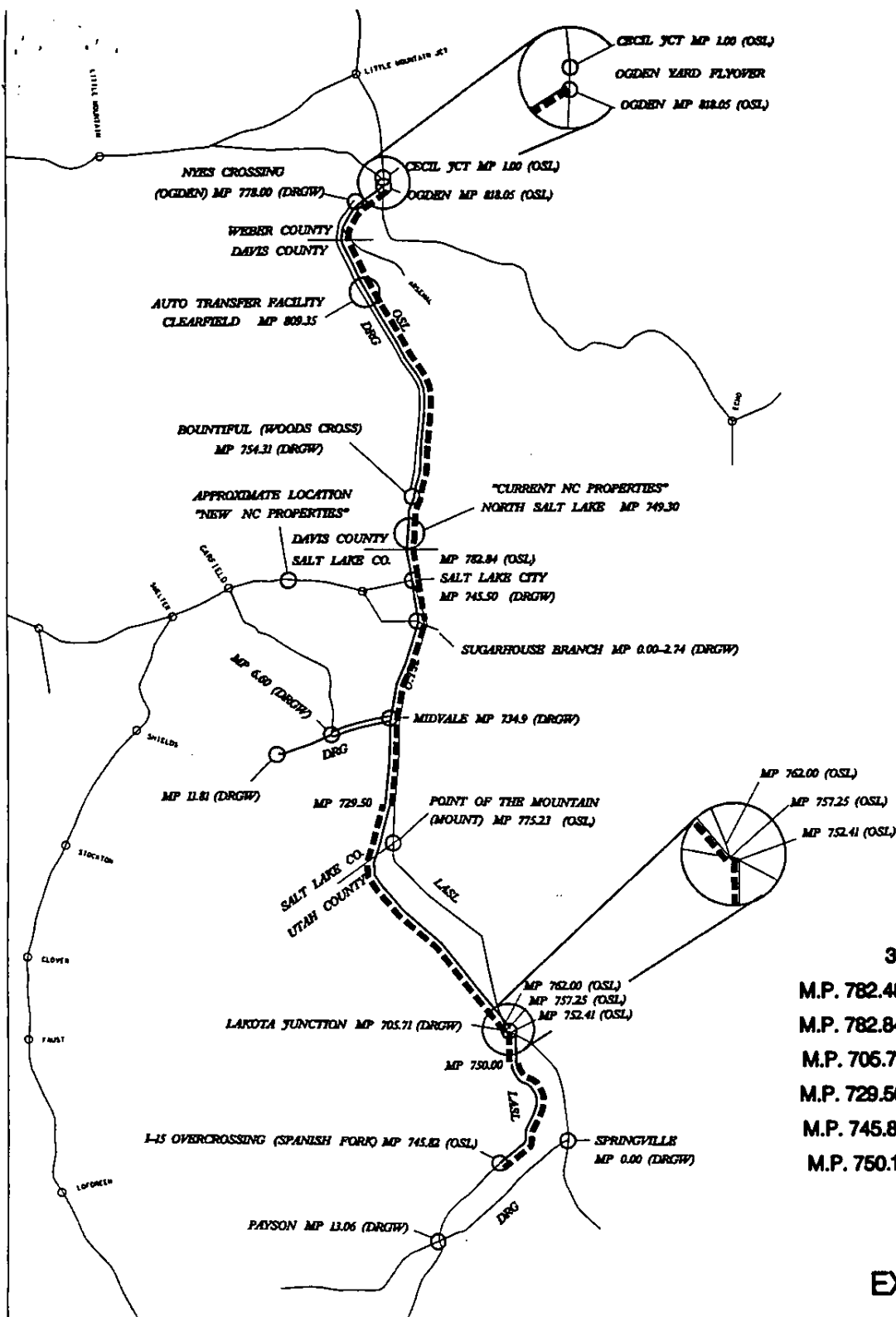
WITNESS my hand and official seal.



Debra Withers
Notary Public

(SEAL)

BK8651PG4148



- 3.4 PROPERTIES**
- M.P. 782.48 – 782.84 LYNDYL SUB
 - M.P. 782.84 – 818.05 SALT LAKE SUB
 - M.P. 705.71 – 729.29 PROVO SUB
 - M.P. 729.50 – 745.48 PROVO SUB
 - M.P. 745.82 – 749.99 SHARP SUB
 - M.P. 750.18 – 752.41 SHARP SUB

EXHIBIT "A"

LEGEND

3.4 PROPERTIES SHOWN **-----**

3.4 PROPERTIES
UNION PACIFIC RAILROAD CO.
 TO ACCOMPANY AGREEMENT WITH
 UTAH TRANSIT AUTHORITY

REAL ESTATE DEPARTMENT, OMAHA, NE.
 DATE: 9-10-2002 T.D.A.

BK8651Pg4149

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "B"

That part of the Northeast One Quart and the Southeast One Quarter Section Twenty-three, Northwest One Quarter and the Southwest One Quarter Section Twenty-five, Northeast One Quarter and Southeast One Quarter Section Twenty-six and Northwest One Quarter Section Thirty-six, Township 1 north, Range 1 West, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point on the South line of 1800 South Street and an existing Railroad Right of Way fence, said point being East 250.03 feet and South 5309.38 feet from the Center of Section '14, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said Center of Section 14 being North 89°53'02" East 2641.00 feet and South 00°01'30" East 2643.05 feet from the Northwest Corner of said Section 14 (Basis of Bearing Being North 18°27'47" East from said Northwest Corner of Section 14 to Radar); and running thence along said Right of Way fence the following three (3) courses: 1) South 06°34'37" West 257.10 feet; 2) South 39°04'56" West 16.42 feet; 3) South 04°52'20" West 186.51 feet; thence South 146.15 feet; thence South 04°27'46" East 29.40 feet to said Right of Way fence; thence along said Right of Way fence the following four (4) courses: 1) South 03°51'58" East 293.65 feet, 2) South 16°21'41" East 202.85 feet; 3) South 16°07'52" East 64.67 feet; 4) South 23°15'11" East 271.61 feet; thence South 17°13'26" East 392.08 feet, thence South 24°04'31" East 90.01 feet to a point of curvature of a 402.88 foot radius curve to the left, the center of which bears North 65°55'29" East; thence Southeasterly along the arc of said curve 200.28 feet through a central angle of 28°28'56" to a point of reverse curvature of a 292.07 foot radius curve to the right the center of which bears; thence South 37°26'33" West; thence Southeasterly along the arc of said curve 71.34 feet through a central angle of 13°59'39"; thence South 38°33'48" East 132.40 feet; thence South 32°13'00" East 486.47 feet; thence South 37°07'54" East 70.00 feet, thence South 38°26'45" East 680.37 feet to said Right of Way fence; thence along said Right of Way fence the following thirteen (13) courses: 1) South 30°35'05" East 565.66 feet; 2) South 30°55'41" East 100.93 feet; 3) South 31°36'43" East 84.99 feet; 4) South 31°17'31" East 87.39 feet; 5) South 31°17'10" East 346.13 feet; 6) South 31°25'00" East 265.97 feet; 7) South 41°34'18" East 837.50 feet; 8) South 50°35'54" East 89.45 feet; 9) South 52°52'11" East 86.90 feet; 10) South 56°57'06" East 84.25 feet, 11) South 61°03'41" East 86.48 feet; 12) South 63°40'59" East 82.53 feet; 13) South 68°21'15" East 64.77 feet; thence South 62°33'37" East 276.87 feet to a non-tangent point of curvature of a 2222.40 foot radius curve to the right, the center a which bears South 24°53'41" West, said point also being 10.00 feet perpendicularly distant Easterly from the centerline of the most Easterly Railroad tracks; thence parallel with and 10.00 feet perpendicularly distant Easterly from said centerline of the most Easterly Railroad tracks the following ten (10) courses: 1) Southeasterly along the arc of said curve 190.65 feet through a central angle of 04°54'55" to a point of compound curvature of a 743.76 foot radius curve to the right, the center of which bears South 29°48'36" West; 2) Southeasterly along the arc of said curve 578.58 feet through a central angle of 44°34'16" to a point of compound curvature of a 1017.22 foot radius curve to the right, the center of which bear South 74°22'55" West; 3) Southerly along the arc of said curve 275.52 feet through a central angle of 15°31'08"; 4) South 00°05'57" East 985.88 feet to a point of curvature of a 17045.38 foot radius curve to the left, the center of which bears North 89°54'03" East; 5) thence Southerly along the arc of said curve 777.46 feet through a central angle of 02°36'48"; 6) South 02°42'45" East 961.34 feet to a point of curvature of a 1299.51 foot radius curve to the right; the center of which bears South 87°17'15" West; 7) Southerly along the arc of said curve 208.50 feet through a central angle of 09°11'34"; 8) South 06°28'49" West 99.60 feet; thence North 83°31'11" West 17.42 feet; thence North 04°22'00" East 69.91 feet; thence North 02°14'34" West 868.59 feet; North 08°39'19" West 511.04 feet; thence North 06°31'20" West 338.30 feet; thence North 17°12'07" West 308.07 feet to a point of curvature of a 893.00 foot radius curve, to the left, the center of which bears South 72°47'53" West said point being 10.00 feet perpendicularly distant Westerly from the centerline of a railroad track; thence parallel with and 10.00 feet perpendicularly distant from said centerline of said

railroad track the following five (5) courses: 1) Northwesterly along the arc of said curve 102.78 feet through a central angle of 06°35'41"; 2) North 23°47'48" West 981.93 feet; 3) North 21°58'29" West 105.06 feet to a point of curvature of a 634.00 foot radius curve to the right, the center of which bears North 68°01'31" East; 4) Northwesterly along the arc of said curve 109.20 feet through a central angle of 09°52'07"; 5) North 12°06'22" West 133.60 feet; thence South 78°21'39" West 52.25 feet; thence North 11°51'10" West 124.21 feet; thence North 78°21'39" East 52.32 feet to a point which is 10.00 feet perpendicularly distant Westerly from the centerline of a railroad track; thence parallel with and 10.00 feet perpendicularly distant Westerly from said centerline of a railroad track the following four (4) courses: 1) North 11°33'43" West 98.32 feet to a point of curvature of 547.34 foot radius curve to the left, the center of which bears South 78°26'17" West; 2) Northwesterly along the arc of said curve 360.66 feet through a central angle of 37°45'16" to a point of compound curvature of a 2384.55 foot radius curve to the left, the center of which bears South 40°41'01" West; 3) Northwesterly along the arc of said curve 147.06 feet through central angle of 03°32'01"; 4) North 52°51'00" West 134.51 feet; thence North 31°41'15" West 57.49 feet to a non-tangent point of curvature of a 3508.87 foot radius curve to the right, the center of which bears North 41°11'20" East said point being 10.00 feet perpendicularly distant Westerly from the centerline of a railroad track; thence parallel with and 10.00 feet perpendicularly distant Westerly from said centerline of a railroad track the following five (5) courses: 1) Northwesterly along the arc of said curve 1117.62 feet through a central angle of 18°14'58"; 2) North 30°33'42" West 265.08 feet to a point of curvature of a 11725.74 foot radius curve to the left the center of which bears South 59°26'18" West; 3) Northwesterly along the arc of said curve 1361.62 feet through a central angle of 06°39'12"; 4) North 37°12'54" West 923.58 feet to a point of curvature of a 3457.41 foot radius curve to the right, the center of which bears North 52°47'06" East; 5) Northwesterly along the arc of said curve 1930.31 feet through a central angle of 31°59'20"; thence North 02°36'19" West 99.68 feet; thence North 01°38'22" East 420.19 feet; thence South 88°21'38" East 17.43 feet to a point which is 10.00 feet perpendicularly distant Easterly from the centerline of the most Easterly Railroad tracks; thence parallel with and 10.00 feet perpendicularly distant Easterly from said centerline of the most Easterly Railroad tracks South 01°38'22" West 107.90 feet to the South Line of 1800 North Street; thence South 89°52'20" East along said South Line 238.56 feet to the point of beginning.

Containing 37.74 acres more or less.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.
January 10, 2002 T.D.A.

Segment 3.4a-1

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "B"

That portion of the Salt Lake Subdivision of the Union Pacific Railroad Company (formerly the Oregon Short Line Railroad Company), that lies between a line drawn parallel and/or concentric with and 30 feet distant easterly as measured at right angles and/or radially from the center line of the most easterly main line track of said railroad subdivision, as now constructed and operated, and the easterly right of way line of said railroad subdivision as now located, said strip extends northerly from the northerly line of 1800 North Street, Salt Lake City, Salt Lake County, Utah, to the northerly county line of Salt Lake County, Utah, said county line crosses the center line of the main track at said railroad subdivision mile post 786.50, said strip of land being situate in, over and across the following legal subdivisions of Davis County, Utah:

Subdivision	Section	Township	Range	Meridian
W 1/2 SE 1/4	14	1N	1W	Salt Lake
W 1/2 NE 1/4	14	1N	1W	Salt Lake

Provided, however, that subject to the exception(s) from this quitclaim described below, the portion of the right of way quitclaimed hereby shall comprise not less than the easterly 20.00 feet of said portion of said right of way.

EXCEPTING from the portion of the right of way quitclaimed hereby any portion thereof that lies between the westerly right of way line and a line drawn parallel and/or concentric with and 30 feet distant easterly from such westerly right of way line.

Grantor and Grantee acknowledge that it is their intent that the widths of the portions of the right of way referred to in the two immediately preceding paragraphs shall be measured as if each outer boundary of the right of way were a continuous line, i.e., without regard to so-called "notching" or "notch-outs," as shown on the "Val Maps" as defined in that certain Purchase and Sale Agreement dated January 17, 2002, by and between Grantor and Grantee, as amended by First Amendment to Purchase and Sale Agreement dated as of September 19, 2002.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.
January 10, 2002 T.D.A.

Segment 3.4a-1

BK8651PG4152

Union Pacific Railroad Company

Davis County, Utah

Exhibit "B"

That portion of the Salt Lake Subdivision of the Union Pacific Railroad Company (formerly the Oregon Short Line Railroad Company), that lies between a line drawn parallel and/or concentric with and 30 feet distant easterly as measured at right angles and/or radially from the center line of the most easterly main line track of said railroad subdivision, as now constructed and operated, and the easterly right of way line of said railroad subdivision as now located, said strip extends northerly from the southerly county line of Davis County, Utah, said county line crosses the center line of the main line track at said railroad subdivision mile post 786.50, to the northerly county line of Davis County, Utah, said county line crosses the center line of the main track at said railroad subdivision mile post 812.20, said strip of land being situate in, over and across the following legal subdivisions of Davis County, Utah:

Subdivision	Section	Township	Range	Meridian
W 1/2 NE 1/4	14	1N	1W	Salt Lake
W 1/2 SE 1/4	11	1N	1W	Salt Lake
W 1/2 NE 1/4	11	1N	1W	Salt Lake
SE 1/4	2	1N	1W	Salt Lake
E 1/2 NE 1/4	2	1N	1W	Salt Lake
SE 1/4 SE 1/4	35	2N	1W	Salt Lake
W 1/2 SW 1/4	36	2N	1W	Salt Lake
W 1/2 NW 1/4	36	2N	1W	Salt Lake
SW 1/4	25	2N	1W	Salt Lake
W 1/2 NW 1/4	25	2N	1W	Salt Lake
NW 1/4 NE 1/4	25	2N	1W	Salt Lake
W 1/2 SE 1/4	24	2N	1W	Salt Lake
NE 1/4	24	2N	1W	Salt Lake
E 1/2 SE 1/4	13	2N	1W	Salt Lake
E 1/2 NE 1/4	13	2N	1W	Salt Lake
E 1/2 SE 1/4	12	2N	1W	Salt Lake
E 1/2 NE 1/4	12	2N	1W	Salt Lake
E 1/2 SE 1/4	1	2N	1W	Salt Lake
E 1/2 NE 1/4	1	2N	1W	Salt Lake
E 1/2 SE 1/4	36	3N	1W	Salt Lake
W 1/2 SW 1/4	31	3N	1E	Salt Lake
W 1/2 NW 1/4	31	3N	1E	Salt Lake
W 1/2 SW 1/4	30	3N	1E	Salt Lake
SW 1/4 NW 1/4	30	3N	1E	Salt Lake
E 1/2 NE 1/4	25	3N	1W	Salt Lake
SE 1/4	24	3N	1W	Salt Lake
W 1/2 NE 1/4	24	3N	1W	Salt Lake
NE 1/4 NW 1/4	24	3N	1W	Salt Lake
SW 1/4	13	3N	1W	Salt Lake
NE 1/4 SE 1/4	14	3N	1W	Salt Lake
S 1/2 NE 1/4	14	3N	1W	Salt Lake
NW 1/4	14	3N	1W	Salt Lake
SW 1/4 SW 1/4	11	3N	1W	Salt Lake
SE 1/4	10	3N	1W	Salt Lake
W 1/2 NE 1/4	10	3N	1W	Salt Lake
E 1/2 NW 1/4	10	3N	1W	Salt Lake

SW 1/4	3	3N	1W	Salt Lake
NW 1/4	3	3N	1W	Salt Lake
SW 1/4 SW 1/4	34	4N	1W	Salt Lake
E 1/2 SE 1/4	33	4N	1E	Salt Lake
NE 1/4	33	4N	1E	Salt Lake
W 1/2 SE 1/4	28	4N	1E	Salt Lake
E 1/4 SW 1/4	28	4N	1E	Salt Lake
NE 1/4	28	4N	1E	Salt Lake
NE 1/4 NE 1/4	29	4N	1W	Salt Lake
SE 1/4	20	4N	1W	Salt Lake
NE 1/4 SW 1/4	20	4N	1W	Salt Lake
NW 1/4	20	4N	1W	Salt Lake
NE 1/4 NE 1/4	19	4N	1W	Salt Lake
S 1/2 SE 1/4	18	4N	1W	Salt Lake
SW 1/4	18	4N	1W	Salt Lake
SW 1/4 NW 1/4	18	4N	1W	Salt Lake
NE 1/4 NE 1/4	13	4N	2W	Salt Lake
SE 1/4	12	4N	2W	Salt Lake
S 1/2 NE 1/4	12	4N	2W	Salt Lake
NW 1/4	12	4N	2W	Salt Lake
SW 1/4	1	4N	2W	Salt Lake
SW 1/4 NW 1/4	1	4N	2W	Salt Lake
NW 1/4	2	4N	2W	Salt Lake
W 1/2 SE 1/4	35	5N	2W	Salt Lake
W 1/2 NE 1/4	35	5N	2W	Salt Lake
W 1/2 SE 1/4	26	5N	2W	Salt Lake
W 1/2 NE 1/4	26	5N	2W	Salt Lake
E 1/2 NW 1/4	26	5N	2W	Salt Lake
E 1/2 SW 1/4	23	5N	2W	Salt Lake

Provided, however, that subject to the exception(s) from this quitclaim described below, the portion of the right of way quitclaimed hereby shall comprise not less than the easterly 20.00 feet of said portion of said right of way.

EXCEPTING from the portion of the right of way quitclaimed hereby any portion thereof that lies between the westerly right of way line and a line drawn parallel and/or concentric with and 30 feet distant easterly from such westerly right of way line.

Grantor and Grantee acknowledge that it is their intent that the widths of the portions of the right of way referred to in the two immediately preceding paragraphs shall be measured as if each outer boundary of the right of way were a continuous line, i.e., without regard to so-called "notching" or "notch-outs," as shown on the "Val Maps" as defined in that certain Purchase and Sale Agreement dated January 17, 2002, by and between Grantor and Grantee, as amended by First Amendment to Purchase and Sale Agreement dated as of September 19, 2002.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.
September 12, 2002 T.D.A.

Segment 3.4a-2

3K865 | PG 4 | 54

Union Pacific Railroad Company

Weber County, Utah

Exhibit "B"

That portion of the Salt Lake Subdivision of the Union Pacific Railroad Company (formerly the Oregon Short Line Railroad Company), that lies between a line drawn parallel and/or concentric with and 30 feet distant easterly as measured at right angles and/or radially from the center line of the most easterly main line track of said railroad subdivision, as now constructed and operated, and the easterly right of way line of said railroad subdivision as now located, said strip extends northerly from the southerly county line of Weber County, Utah, said county line crosses the center line of the main line track at said railroad subdivision mile post 812.20, to a line drawn at right angles to the center line of the main line track at said railroad subdivision mile post 818.05, said strip of land being situate in, over and across the following legal subdivisions of Weber Country, Utah:

Subdivision	Section	Township	Range	Meridian
NE 1/4 SW 1/4	23	5N	2W	Salt Lake
NW 1/4	23	5N	2W	Salt Lake
SW 1/4	14	5N	2W	Salt Lake
W 1/2 NW 1/4	14	5N	2W	Salt Lake
W 1/2 SW 1/4	11	5N	2W	Salt Lake
NW 1/4	11	5N	2W	Salt Lake
SE 1/4 SW 1/4	2	5N	2W	Salt Lake
SE 1/4	2	5N	2W	Salt Lake
SE 1/4 NE 1/4	2	5N	2W	Salt Lake
NW 1/4	1	5N	2W	Salt Lake
SE 1/4 SW 1/4	36	6N	2W	Salt Lake
SE 1/4	36	6N	2W	Salt Lake
N 1/2 SW 1/4	31	6N	1W	Salt Lake
N 1/2 SE 1/4	31	6N	1W	Salt Lake

Provided, however, that subject to the exception(s) from this quitclaim described below, the portion of the right of way quitclaimed hereby shall comprise not less than the easterly 20.00 feet of said portion of said right of way.

EXCEPTING from the portion of the right of way quitclaimed hereby any portion thereof that lies between the westerly right of way line and a line drawn parallel and/or concentric with and 30 feet distant easterly from such westerly right of way line.

Grantor and Grantee acknowledge that it is their intent that the widths of the portions of the right of way referred to in the two immediately preceding paragraphs shall be measured as if each outer boundary of the right of way were a continuous line, i.e., without regard to so-called "notching" or "notch-outs," as shown on the "Val Maps" as defined in that certain Purchase and Sale Agreement dated January 17, 2002, by and between Grantor and Grantee, as amended by First Amendment to Purchase and Sale Agreement dated as of September 19, 2002.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.
September 12, 2002 T.D.A.
Segment 3.4a-3

BK8651PG4155

Union Pacific Railroad Company

Weber County, Utah

Exhibit "B"

A parcel of land situate in the Southeast Quarter Section 19 (SE1/4 S19), West Half Section 29 (W1/2 S29), Northwest Quarter Section 30 (NW1/4 S30) and Northwest Quarter Section 32 (NW1/4 S32) Township 6 North, Range 1 West, Salt Lake Base and Meridian, Weber County, Utah. The boundaries of said parcel are described as follows:

BEGINNING AT A POINT WHICH IS SOUTH 2921.49 FEET AND EAST 1872.40 FEET FROM THE WEST QUARTER CORNER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING NORTH 00°58'40" EAST ALONG THE MONUMENT LINE 128.28 FEET AND WEST 310.41 FEET FROM AN OGDEN CITY MONUMENT IN THE INTERSECTION OF 26TH STREET AND WALL AVENUE (BASIS OF BEARING BEING NORTH 00°58'40" EAST 762.31 FEET BETWEEN SAID MONUMENT AND AN OGDEN CITY MONUMENT AT THE INTERSECTION OF 25TH STREET AND WALL AVENUE), SAID POINT OF BEGINNING ALSO BEING NORTH 00°58'40" EAST 77.93 FEET AND WEST 260.90 FEET FROM THE SOUTHEAST CORNER OF LOT 1, BLOCK 2, 5 ACRE PLAT A, OGDEN CITY SURVEY; THENCE NORTH 89°57'12" WEST 79.07 FEET; THENCE NORTH 1°7'0" EAST 1655.01 FEET; THENCE NORTH 1°8'15" WEST 54.61 FEET; THENCE NORTH 3°29'40" WEST 23.10 FEET; THENCE NORTH 6°24'55" WEST 287.94 FEET; THENCE NORTH 5°8'37" WEST 55.35 FEET; THENCE 539.76 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 794.00 FEET AND A CHORD BEARING NORTH 24°37'7" WEST 529.43 FEET; THENCE NORTH 44°5' 36" WEST 1788.30 FEET; THENCE 325.49 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 730.00 FEET AND A CHORD BEARING NORTH 31°19'12" WEST 322.80 FEET; THENCE NORTH 18°32'49" WEST 1254.77 FEET; THENCE 276.92 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 2890.00 FEET AND A CHORD BEARING NORTH 21°17'31" WEST 276.82 FEET; THENCE NORTH 24°2'13" WEST 282.35 FEET; THENCE NORTH 65°57'47" EAST 20.00 FEET; THENCE SOUTH 24°2'13" EAST 282.35 FEET; THENCE 278.84 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 2910.00 FEET AND A CHORD BEARING SOUTH 21°17'31" EAST 278.73 FEET; THENCE SOUTH 18°32'49" EAST 1254.77 FEET; THENCE 316.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 710.00 FEET AND A CHORD BEARING SOUTH 31°19'12" EAST 313.95 FEET; THENCE SOUTH 44°5'36" EAST 1788.30 FEET; THENCE 553.36 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 814.00 FEET AND A CHORD BEARING SOUTH 24°37'7" EAST 542.76 FEET; THENCE SOUTH 5°8'37" EAST 55.35 FEET; THENCE 60.84 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 540.00 FEET AND A CHORD BEARING SOUTH 8°22'17" EAST 60.81 FEET; THENCE SOUTH 11°35'57" EAST 360.45 FEET; THENCE 160.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 733.00 FEET AND A CHORD BEARING SOUTH 5°18'44" EAST 160.54 FEET; THENCE SOUTH 0°58'30" WEST 1447.39 FEET; THENCE NORTH 89°1'30" WEST 10.00 FEET TO THE POINT OF BEGINNING

CONTAINS 245,054.31 SQ. FT. OR 5.63 ACRES, MORE OR LESS.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.
September 10, 2002 T.D.A.

(3.4 Ogden Station)

DK8651PG4156

Union Pacific Railroad Company

Utah County, Utah

Exhibit "B"

That portion of the Provo Subdivision of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), that lies between a line drawn parallel and/or concentric with and 30 feet distant westerly as measured at right angles and/or radially from the center line of the most westerly main line track of said railroad subdivision, as now constructed and operated and the westerly right of way line of said railroad subdivision as now located, said strip extends northerly from a line drawn at right angles to the center line of the main line track of said Provo Subdivision at the point of intersection with the center line of the main line track of the Sharp Subdivision of the Union Pacific Railroad Company (formerly the San Pedro, Los Angeles & Salt Lake Railroad Company), said center line of the main line track of said Sharp Subdivision crosses said center line of the main line track of said Provo Subdivision at said Provo Subdivision mile post 705.71, to the northerly county line of Utah County, Utah, said county line crosses the center line of the main track of said Provo Subdivision at said Provo Subdivision mile post 722.12, said strip of land being situate in, over and across the following legal subdivisions of Utah Country, Utah:

Subdivision	Section	Township	Range	Meridian
NW 1/4 NE 1/4	28	6S	2E	Salt Lake
SW 1/4 SE 1/4	21	6S	2E	Salt Lake
E 1/2 SW 1/4	21	6S	2E	Salt Lake
NW 1/4	21	6S	2E	Salt Lake
SW 1/4 SW 1/4	16	6S	2E	Salt Lake
E 1/2 SE 1/4	17	6S	2E	Salt Lake
NE 1/4	17	6S	2E	Salt Lake
NE 1/4 NW 1/4	17	6S	2E	Salt Lake
SW 1/4	8	6S	2E	Salt Lake
W 1/2 NW 1/4	8	6S	2E	Salt Lake
NE 1/4 NE 1/4	7	6S	2E	Salt Lake
	6	6S	2E	Salt Lake
SW 1/4	31	5S	2E	Salt Lake
SW 1/4 NW 1/4	31	5S	2E	Salt Lake
NE 1/4	36	5S	1E	Salt Lake
SW 1/4 SE 1/4	25	5S	1E	Salt Lake
SW 1/4	25	5S	1E	Salt Lake
NW 1/4	25	5S	1E	Salt Lake
NE 1/4 NE 1/4	26	5S	1E	Salt Lake
SE 1/4	23	5S	1E	Salt Lake
NE 1/4 SW 1/4	23	5S	1E	Salt Lake
S 1/2 NW 1/4	23	5S	1E	Salt Lake
NE 1/4	22	5S	1E	Salt Lake
N 1/2 NW 1/4	22	5S	1E	Salt Lake
NE 1/4 NE 1/4	21	5S	1E	Salt Lake
S 1/2 SE 1/4	16	5S	1E	Salt Lake
SW 1/4	16	5S	1E	Salt Lake
SE 1/4	17	5S	1E	Salt Lake
W 1/2 NE 1/4	17	5S	1E	Salt Lake
SW 1/4 SE 1/4	8	5S	1E	Salt Lake
SW 1/4	8	5S	1E	Salt Lake
SW 1/4 NW 1/4	8	5S	1E	Salt Lake

DK 865 1 PG 4 157

NE 1/4	7	5S	1E	Salt Lake
SW 1/4 SE 1/4	6	5S	1E	Salt Lake
SW 1/4	6	5S	1E	Salt Lake
NW 1/4	6	5S	1E	Salt Lake
NE 1/4 NE 1/4	1	5S	1W	Salt Lake
SE 1/4	36	4S	1W	Salt Lake
NE 1/4 SW 1/4	36	4S	1W	Salt Lake
NW 1/4	36	4S	1W	Salt Lake
NE 1/4 NE 1/4	35	4S	1W	Salt Lake
S 1/2	26	4S	1W	Salt Lake

Provided, however, that subject to the exception(s) from this quitclaim described below, the portion of the right of way quitclaimed hereby shall comprise not less than the westerly 20.00 feet of said portion of said right of way.

EXCEPTING from the portion of the right of way quitclaimed hereby any portion thereof that lies between the easterly right of way line and a line drawn parallel and/or concentric with and 30 feet distant westerly from such easterly right of way line.

Grantor and Grantee acknowledge that it is their intent that the widths of the portions of the right of way referred to in the two immediately preceding paragraphs shall be measured as if each outer boundary of the right of way were a continuous line, i.e., without regard to so-called "notching" or "notch-outs," as shown on the "Val Maps" as defined in that certain Purchase and Sale Agreement dated January 17, 2002, by and between Grantor and Grantee, as amended by First Amendment to Purchase and Sale Agreement dated as of September 19, 2002.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.
September 12, 2002 T.D.A.

Segment 3.4b-1

BK 865 | PG 4 | 58

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "B"

That portion of the Provo Subdivision of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), that lies between a line drawn parallel and/or concentric with and 30 feet distant westerly as measured at right angles and/or radially from the center line of the most westerly main line track of said railroad subdivision, as now constructed and operated and the westerly right of way line of said railroad subdivision as now located, said strip extends northerly from the southerly county line of Salt Lake County, Utah, said county line crosses the center line of the main line track at said railroad subdivision mile post 722.12, to a line drawn at right angles to the center line of the main line track at said subdivision mile post 729.29, said strip of land being situate in, over and across the following legal subdivisions of Salt Lake County, Utah:

Subdivision	Section	Township	Range	Meridian
NE 1/4 SW 1/4	26	4S	1W	Salt Lake
E 1/2 NW 1/4	26	4S	1W	Salt Lake
SW 1/4	23	4S	1W	Salt Lake
NE 1/4 SE 1/4	22	4S	1W	Salt Lake
E 1/2 NE 1/4	22	4S	1W	Salt Lake
E 1/2 SE 1/4	15	4S	1W	Salt Lake
E 1/2 NE 1/4	15	4S	1W	Salt Lake
NW 1/4 NW 1/4	14	4S	1W	Salt Lake
SW 1/4	11	4S	1W	Salt Lake
SE 1/4 NW 1/4	11	4S	1W	Salt Lake
W 1/2 NE 1/4	11	4S	1W	Salt Lake
SE 1/4	2	4S	1W	Salt Lake
SE 1/4 NE 1/4	2	4S	1W	Salt Lake
W 1/2 NW 1/4	1	4S	1W	Salt Lake
SW 1/4	36	3S	1W	Salt Lake
E 1/2 NW 1/4	36	3S	1W	Salt Lake
E 1/2 SW 1/4	25	3S	1W	Salt Lake
E 1/2 NW 1/4	25	3S	1W	Salt Lake
E 1/2 SW 1/4	24	3S	1W	Salt Lake
SE 1/4 NW 1/4	24	3S	1W	Salt Lake

Provided, however, that subject to the exception(s) from this quitclaim described below, the portion of the right of way quitclaimed hereby shall comprise not less than the westerly 20.00 feet of said portion of said right of way.

EXCEPTING from the portion of the right of way quitclaimed hereby any portion thereof that lies between the easterly right of way line and a line drawn parallel and/or concentric with and 30 feet distant westerly from such easterly right of way line.

Grantor and Grantee acknowledge that it is their intent that the widths of the portions of the right of way referred to in the two immediately preceding paragraphs shall be measured as if each outer boundary of the right of way were a continuous line, i.e., without regard to so-called "notching" or "notch-outs," as shown on the "Val Maps" as defined in that certain Purchase and Sale Agreement dated January 17,

2002, by and between Grantor and Grantee, as amended by First Amendment to Purchase and Sale Agreement dated as of September 19, 2002.

FURTHER EXCEPTING therefrom all that part of the Northeast Quarter of the Southeast Quarter of Section 15 Township 4S Range 1W (NE1/4 SE1/4 S15 T4S R1W) and the East Half of the Northeast Quarter of Section 15 Township 4S Range 1W (E1/2 NE1/4 S15 T4S R1W) and the Northwest Quarter of the Northwest Quarter of Section 14 Township 4S Range 1W (W1/2 NW1/4 S15 T4S R1W) lying northwesterly of a line that is parallel with and 50 feet distant northwesterly as measured at right angles from the center line of the main track of said subdivision as originally constructed and operated.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.
September 12, 2002 T.D.A.

Segment 3.4b-2

BK8651PG4160

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "B"

That portion of the Provo Subdivision of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), that lies between a line drawn parallel and/or concentric with and 30 feet distant easterly as measured at right angles and/or radially from the center line of the most easterly main line track of said railroad subdivision, as now constructed and operated, and the easterly right of way line of said railroad subdivision as now located, said strip extends northerly from a line drawn at right angles to the center line of the main line track at said railroad subdivision mile post 729.50, to the southerly line of Center Street (100 feet wide), Midvale, Utah, said southerly line crosses the center line of the main line track at said subdivision mile post 734.47, said strip of land being situate in over and across the following legal subdivisions of Salt Lake Country, Utah:

Subdivision	Section	Township	Range	Meridian
E 1/2 SW 1/4	24	3S	1W	Salt Lake
E 1/2 NW 1/4	24	3S	1W	Salt Lake
E 1/2 SW 1/4	13	3S	1W	Salt Lake
SE 1/4 NW 1/4	13	3S	1W	Salt Lake
W 1/2 NE 1/4	13	3S	1W	Salt Lake
SW 1/4 SE 1/4	12	3S	1W	Salt Lake
E 1/2 SW 1/4	12	3S	1W	Salt Lake
E 1/2 NW 1/4	12	3S	1W	Salt Lake
E 1/2 SW 1/4	1	3S	1W	Salt Lake
E 1/2 NW 1/4	1	3S	1W	Salt Lake
E 1/2 SW 1/4	36	2S	1W	Salt Lake
NW 1/4	36	2S	1W	Salt Lake
SW 1/4 SW 1/4	25	2S	1W	Salt Lake

Also, that portion of the Provo Subdivision of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), that lies between a line drawn parallel and/or concentric with and 15 feet distant easterly as measured at right angles and/or radially from the center line of the most easterly main line track of said railroad subdivision, as now constructed and operated, and the easterly right of way line of said railroad subdivision as now located, said strip extends northerly from the northerly line of Center Street (100 feet wide), Midvale, Utah, said northerly line crosses the main line track at said railroad subdivision mile post 734.47, to a line drawn at right angles to the center line of the main line track at said subdivision mile post 745.50, said strip of land being situate in over and across the following legal subdivisions of Salt Lake Country, Utah:

Subdivision	Section	Township	Range	Meridian
W1/2 SW 1/4	25	2S	1W	Salt Lake
NW 1/4	25	2S	1W	Salt Lake
SW 1/4 SW 1/4	24	2S	1W	Salt Lake
W 1/2 SW 1/4	24	2S	1W	Salt Lake
W 1/2 NW 1/4	24	2S	1W	Salt Lake
SE 1/4 SW 1/4	13	2S	1W	Salt Lake
W 1/2 SE 1/4	13	2S	1W	Salt Lake
W 1/2 NE 1/4	13	2S	1W	Salt Lake

W 1/2 SE 1/4	12	2S	1W	Salt Lake
NE 1/4	12	2S	1W	Salt Lake
E 1/2 SE 1/4	1	2S	1W	Salt Lake
NE 1/4	1	2S	1W	Salt Lake
W 1/2 SE 1/4	36	1S	1W	Salt Lake
SW 1/4 NE 1/4	36	1S	1W	Salt Lake
E 1/2 NW 1/4	36	1S	1W	Salt Lake
SW 1/4	25	1S	1W	Salt Lake
NW 1/4	25	1S	1W	Salt Lake

Provided, however, that subject to the exception(s) from this quitclaim described below, the portion of the right of way quitclaimed hereby shall comprise not less than the easterly 20.00 feet of said portion of said right of way.

EXCEPTING from the portion of the right of way quitclaimed hereby any portion thereof that lies between the westerly right of way line and a line drawn parallel and/or concentric with and 30 feet distant easterly from such westerly right of way line.

Grantor and Grantee acknowledge that it is their intent that the widths of the portions of the right of way referred to in the two immediately preceding paragraphs shall be measured as if each outer boundary of the right of way were a continuous line, i.e., without regard to so-called "notching" or "notch-outs," as shown on the "Val Maps" as defined in that certain Purchase and Sale Agreement dated January 17, 2002, by and between Grantor and Grantee, as amended by First Amendment to Purchase and Sale Agreement dated as of September 19, 2002.

FURTHER EXCEPTING therefrom all that part of the East Half of the Northeast Quarter of Section 12 Township 2S Range 1W (E1/2 NE1/4 S12 T2S R1W) lying easterly of a line that is parallel with and 50 feet distant easterly as measured at right angles from the center line of the main track of said subdivision as originally constructed and operated.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.
March 10, 2002 T.D.A.

Segment 3.4c

Union Pacific Railroad Company

Utah County, Utah

Exhibit "B"

That portion of the Sharp Subdivision of the Union Pacific Railroad Company (formerly the San Pedro, Los Angeles & Salt Lake Railroad Company), that lies between a line drawn parallel and/or concentric with and 13 feet distant westerly as measured at right angles and/or radially from the center line of the main line track of said railroad subdivision, as now constructed and operated, and the westerly right of way line of said railroad subdivision as now located, said strip extends northerly from a line drawn at right angles to the centerline of the main line track at said railroad subdivision mile post 750.18, to the easterly line of University Avenue (80 feet wide) in Provo, Utah, at said railroad subdivision mile post 752.41, said strip of land being situate in over and across the following legal subdivisions of Utah Country, Utah:

Subdivision	Section	Township	Range	Meridian
E 1/2 NE 1/4	19	7S	3E	Salt Lake
SE 1/4	18	7S	3E	Salt Lake
W 1/2 NE 1/4	18	7S	3E	Salt Lake
NE 1/4 NW 1/4	18	7S	3E	Salt Lake
SW 1/4	7	7S	3E	Salt Lake
SW 1/4 NW 1/4	7	7S	3E	Salt Lake
SE 1/4 NE 1/4	12	7S	2E	Salt Lake

Provided, however, that subject to the exception(s) from this quitclaim described below, the portion of the right of way quitclaimed hereby shall comprise not less than the westerly 20.00 feet of said portion of said right of way.

EXCEPTING from the portion of the right of way quitclaimed hereby any portion thereof that lies between the easterly right of way line and a line drawn parallel and/or concentric with and 30 feet distant westerly from such easterly right of way line.

Grantor and Grantee acknowledge that it is their intent that the widths of the portions of the right of way referred to in the two immediately preceding paragraphs shall be measured as if each outer boundary of the right of way were a continuous line, i.e., without regard to so-called "notching" or "notch-outs," as shown on the "Val Maps" as defined in that certain Purchase and Sale Agreement dated January 17, 2002, by and between Grantor and Grantee, as amended by First Amendment to Purchase and Sale Agreement dated as of September 19, 2002.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.
September 12, 2002 T.D.A.

Segment 3.4d

BK8651PG4163

Union Pacific Railroad Company

Utah County, Utah

Exhibit "B"

That portion of the Sharp Subdivision of the Union Pacific Railroad Company (formerly the San Pedro, Los Angeles & Salt Lake Railroad Company), that lies between a line drawn parallel and/or concentric with and 13 feet distant easterly as measured at right angles and/or radially from the center line of the main line track of said railroad subdivision, as now constructed and operated, and the easterly right of way line of said railroad subdivision as now located, said strip extends northerly from a line drawn at right angles to the centerline of the main line track at said railroad subdivision mile post 745.82, to a line drawn at right angles to the centerline of the main line track at said railroad subdivision mile post 749.99, and said strip of land being situate in, over and across the following legal subdivisions of Utah Country, Utah:

Subdivision	Section	Township	Range	Meridian
SE 1/4 NW 1/4	7	8S	3E	Salt Lake
NE 1/4	7	8S	3E	Salt Lake
E 1/2 SE 1/4	6	8S	3E	Salt Lake
E 1/2 NE 1/4	6	8S	3E	Salt Lake
E 1/2 SE 1/4	31	7S	3E	Salt Lake
E 1/2 NE 1/4	31	7S	3E	Salt Lake
E 1/2 SE 1/4	30	7S	3E	Salt Lake
E 1/2 NE 1/4	30	7S	3E	Salt Lake
E 1/2 SE 1/4	19	7S	3E	Salt Lake

Provided, however, that subject to the exception(s) from this quitclaim described below, the portion of the right of way quitclaimed hereby shall comprise not less than the easterly 20.00 feet of said portion of said right of way.

EXCEPTING from the portion of the right of way quitclaimed hereby any portion thereof that lies between the westerly right of way line and a line drawn parallel and/or concentric with and 30 feet distant easterly from such westerly right of way line.

Grantor and Grantee acknowledge that it is their intent that the widths of the portions of the right of way referred to in the two immediately preceding paragraphs shall be measured as if each outer boundary of the right of way were a continuous line, i.e., without regard to so-called "notching" or "notch-outs," as shown on the "Val Maps" as defined in that certain Purchase and Sale Agreement dated January 17, 2002, by and between Grantor and Grantee, as amended by First Amendment to Purchase and Sale Agreement dated as of September 19, 2002.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.
September 12, 2002 T.D.A.

Segment 3.4e

BK8651PG4164

EXHIBIT C



UNION PACIFIC RAILROAD COMPANY

DATE ISSUED	
BILL NUMBER	
EXPENSE MONTH	
CONTRACT NUMBER	
CUSTOMER NUMBER	
BILL PREPARER	
REQUESTED BY	
CLS :	

CORRESPONDENCE TO: ASSISTANT MANAGER, MISCELLANEOUS ACCOUNTS RECEIVABLE
 1416 DODGE STREET NC 9060
 OMAHA, NE. 68179
 PHONE: (402)280-6211 OR (402)280-6216

DESCRIPTION

REFERENCE NO: 0

TOTAL WORK ORDER AMOUNT

AMOUNT DUE

 PLEASE DETACH AT THIS LINE AND RETURN THIS PORTION WITH CHECK PAYABLE TO:

UNION PACIFIC RAILROAD COMPANY
 P.O. BOX 3480
 OMAHA, NEBRASKA
 68103-0480

COMPLETE THIS PORTION FOR CHANGE OF NAME/ADDRESS:

DATE ISSUED	
BILL NUMBER	
BILL AMOUNT	
EXPENSE MONTH	
CONTRACT NUMBER	
CUSTOMER NUMBER	
CLS :	

NAME		
STREET		
CITY	STATE	ZIP

3K8651PG4165



BILL TYPE	
DATE ISSUED	
BILL NUMBER	
EXPENSE MONTH	
CONTRACT NUMBER	

UNION PACIFIC RAILROAD COMPANY
RECAP OF CHARGES

SUMMARY DESCRIPTION:

AMOUNT

LESS PREVIOUS BILLING:

DATE	BILL NUMBER	BILL AMOUNT
NONE	NONE	0.00

AMOUNT DUE (TO COVER PAGE)

BK8651PG4166



BILL TYPE	
DATE ISSUED	
BILL NUMBER	
EXPENSE MONTH	
CONTRACT NUMBER	

UNION PACIFIC RAILROAD COMPANY

DESCRIPTION OF EXPENSES

- LABOR -

DATE	GANG	DESCRIPTION	CLASS	HOURS	RATE	AMOUNT
-----	-----	-----	-----	-----	-----	-----

TOTAL LABOR

- EQUIPMENT -

DATE	GANG	DESCRIPTION	HOURS	RATE	AMOUNT
-----	-----	-----	-----	-----	-----

TOTAL EQUIPMENT

PAYMENTS -

DATE VOUCHER	VENDOR	DESCRIPTION	AMOUNT
-----	-----	-----	-----

SUBTOTAL PAYMENTS

TOTAL PAYMENTS

BK 8651 PG 4167



BILL TYPE	
DATE ISSUED	
BILL NUMBER	
EXPENSE MONTH	
CONTRACT NUMBER	

UNION PACIFIC RAILROAD COMPANY

DESCRIPTION OF EXPENSES

PAGE 2

TOTAL LABOR

MATERIAL INSTALLED

DATE ITEM DESCRIPTION KIND QUANTITY UNITS RATE AMOUNT

BK8651PG4168



BILL TYPE	
DATE ISSUED	
BILL NUMBER	
EXPENSE MONTH	
CONTRACT NUMBER	

UNION PACIFIC RAILROAD COMPANY

DESCRIPTION OF EXPENSES

PAGE 4

SUBTOTAL ADDITIVES

TOTAL MATERIAL

PAYMENTS -

DATE VOUCHER VENDOR DESCRIPTION AMOUNT

SUBTOTAL PAYMENTS

TOTAL PAYMENTS

TOTAL

BK8651PG4169

EXHIBITS D-1, D-2 AND D-3

**TO BE MUTUALLY AGREED UPON BY UTA AND UP
BEFORE COMMENCEMENT OF CONSTRUCTION**

						Schedule 1
I S S #	UP Sub.	Beg. M.P.	End M.P.	Dist. (mi.)	Concept Work Plan (page)	Conflict Description
4	Provo	705.9			26 of 112	Slope paving, embankment and piers of overcrossing roadway bridge structure impede ability to acquire additional Right of Way to achieve 25 foot centers.
6	Provo	716.0	718.0	2.0	49 of 112	Lehi – Urban constraints. Present Mainline track at less than 25' track centers. Existing homes and their access road on the west as well tight curves constrain the ability to acquire R/W and/or relocate existing UP track to meet 25' track center requirements.
7	Provo	721.0	724.0	3.0	59-64 of 112	(Jordan Narrows Section) 15 foot track centers with limited ability to acquire additional useable Right of Way and create the appropriate track geometry for both UPRR and UTA with 25' Track Centers.
8b	Provo	735.9			89 of 112	Potential to shift track or acquire adjacent Right of Way to achieve 25' Track Centers is limited by the I-15 Bridge overcrossing south of 7200 South Street and the UPRR Mainline and yard track that consume the present Right of Way, and adjacent Right of Way is consumed by I-15 roadway and or the UTA maintenance facilities.
8c	Provo	736.0			89 of 112	Ability to use present Right of Way to obtain 25' Track Centers is constrained by the railway overcrossing structure of 6400 South Street and the adjacent I-15 and UTA track facilities.
8d & 8e	Provo	737.1	737.9	0.8	91 of 112	(Sampler Siding Area) Present UPRR Mainline and Yard track and buildings at Sampler siding constrain UPRR Right of Way and ability to relocate track and adjacent UTA LRT and local roadway facilities constrain ability to acquire adjacent Right of Way to meet 25' Track Centers.
15	Provo	742.5			103-105 of 112	(Roper Yard Area) Present UPRR Mainline, Yard track, and industry leads, and I-15 Structures and Utilities constrain UPRR Right of Way and ability to relocate track and adjacent UPRR Yard Facilities, I-15 Roadway and Bridge Structures and local roadway facilities constrain ability to acquire adjacent Right of Way to meet 25' Track Centers.
42	Provo	743.6	743.7			(1300 South Area) Present UPRR Mainline, industry leads, and Pier and abutment slope paving for the I-15 Structures Overcrossing at 1300 South Street constrain UPRR Right of Way and ability to relocate track and adjacent I-15 Roadway and Bridge Structures and local roadway facilities constrain ability to acquire adjacent Right of Way to meet 25' Track Centers.

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Schedule 1						
I S S #	UP Sub.	Beg. M.P.	End M.P.	Dist. (mi.)	Concept Work Plan (page)	Conflict Description
17	Provo	744.2	744.3	0.1	106-107 of 112	Shifting tracks 2 UPRR because of passenger main connection will impact #14 T.O. and tight curve. Overpass for I-15 at 1300 South constrain the ability to achieve 25' Track Centers within the Right of Way and close proximity of adjacent Manufacturing facilities provide difficulty in acquisition of additional Right of Way to achieve 25' Track Centers.
9 & 10	Provo and Salt Lake	745.0 782.4	745.5 784.5	0.5 2.1	108-111 of 112	(Downtown SLC/Grant Tower Area) Limited room to shift present UPRR Mainline, series of x-overs, and industry leads constrain UPRR Right of Way and ability to relocate track and adjacent local Roadway and building structures constrain ability to acquire adjacent Right of Way to meet 25' Track Centers.
19 & 20	Salt Lake	789.5	789.7	0.2	12-14 of 76	Present UPRR mainline tracks, Pioneer industry lead and spurs will require relocation to achieve maximum Track Centers. Combination of third party R/W and T.C. adjustments potentially required to solve issues in this area.
24	Salt Lake	810.3			57 of 76	Existing Street overcrossing bridge abutment wall constrains the present right of way and the ability to acquire additional Rights of Way to meet 25' Track Center criteria.
30	Salt Lake	815.8				Existing overcrossing bridge at 1900 West's slope paving, piers and back slope hinder ability to relocate track or acquire adjacent right of way to meet 25' Track Center clearances.
31	Salt Lake	817.2			72 of 76	Existing overcrossing bridge at Penn. Avenues slope paving, piers and back slope hinder ability to relocate track or acquire adjacent right of way to meet 25' Track Center clearances.
48	Bingham Industrial Spur	2.90	3.20	1.30		Existing Right of Way is 25'. UPRR cannot convey Right of Way in this area. Agreement has been reached with UPRR to reduce track centers to a minimum of 15'