

MEMORANDUM

To: Russell Weeks
Jennifer Bruno

From: Chris Bramhall

Date: April 19, 2006

Re: Revised TRAX Extension Interlocal Agreement

Transmitted herewith is the revised Interlocal Agreement relating to the TRAX extension project and the Intermodal Hub Transfer, reflecting certain changes from the draft that was before the Council on April 18, as discussed below. I have included 13 clean and 13 redlined copies.

The following substantive changes have been made:

1. Section 4.4: Changed the timing of build-out of the 200 South station to average ridership of 4650, or May 1, 2010.
2. Section 4.4: Provided that we will hold the 200 South station build-out funds in the City's Hub Enterprise Fund, instead of an escrow account. UTA is agreeable to this, and it saves everyone money. Also, we provided that UTA will be entitled to any interest we earn on these funds. Previously the document was silent on this point.
3. Section 4.7: Provided that Art in Transit funds for the 200 South Station will also be held in the City's Hub Enterprise Fund.
4. Section 6.7 and elsewhere: Deleted all references to Exhibit G. Now, reductions in Project scope in the case of cost overruns will be determined as agreed by the parties.
5. Section 12.2: Provided that the City shall retain enough of the Hub site to "true up" 600 West Street.
6. Section 12.2: Provided that all Intermodal Hub operating profits shall be used for Salt Lake City projects (subject to FTA approval).

The other changes are generally self-explanatory, and are either clerical in nature, were made to clarify intent, were made to conform the document to the above changes, or were otherwise non-substantive.

Please contact me if you have any questions.

cc: Mary Guy-Sell, D.J. Baxter

INTERLOCAL AGREEMENT REGARDING

THE DESIGN AND CONSTRUCTION OF

THE SALT LAKE CITY INTERMODAL TERMINAL

CONNECTION TO TRAX LRT PROJECT

BETWEEN SALT LAKE CITY CORPORATION

AND UTAH TRANSIT AUTHORITY

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THIS INTERLOCAL AGREEMENT REGARDING THE DESIGN AND CONSTRUCTION OF THE SALT LAKE CITY INTERMODAL TERMINAL CONNECTION TO TRAX LRT PROJECT (this “Agreement”), is entered this ____ day of _____ 2006, by and between SALT LAKE CITY CORPORATION, a municipal corporation and political subdivision of the State of Utah (the “City”), and UTAH TRANSIT AUTHORITY, a public transit district and political subdivision of the State of Utah (“UTA”). The City and UTA are hereafter sometimes collectively referred to as “parties” and either may be referred to individually as “party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS, UTA owns and operates a light rail public transportation system (the “TRAX System”) within Salt Lake County, all segments of which currently extend to 350 West South Temple Street (the “Delta Center Station”) in Downtown Salt Lake City;

WHEREAS, UTA is constructing a high-speed commuter rail passenger system (the “Commuter Rail System”), the initial phase of which will extend from Weber County in the north to the Salt Lake City Intermodal Hub (the “Intermodal Hub”) at approximately 600 West and 300 South in Downtown Salt Lake City;

WHEREAS, the City has substantially completed construction of the initial phases of the Intermodal Hub utilizing City funding, with partial federal reimbursements provided through UTA;

WHEREAS, in order to connect the Commuter Rail System with the City’s Central Business District, to stimulate growth and development adjacent to the Intermodal Hub, to redevelop a “blighted” area that is part of the Depot District and Central Business District redevelopment project areas, to physically connect the Commuter Rail System to the TRAX System, and to increase the convenience and usage of public transportation within downtown Salt Lake City, the parties are cooperating to extend the TRAX System six (6) blocks from the Delta

Center Station to the Intermodal Hub (the rail, roadway and utilities, and all design, construction and other work related thereto, are hereafter referred to as the “Project”);

WHEREAS, the City has retained a consultant to perform the design work for the Project;

WHEREAS, UTA will retain a construction manager/general contractor to oversee and/or perform the construction work for the Project;

WHEREAS, the parties will each bear a portion of the Project costs as outlined in this Agreement;

WHEREAS, the Project will be constructed within public right-of-way owned by the City and will require the modification of City-owned roadways and roadway improvements;

WHEREAS, the Project will require the protection, modification or relocation of public utilities owned by the City;

WHEREAS, in connection with the development of Commuter Rail System and TRAX System improvements at the Intermodal Hub, the City will transfer ownership of the Intermodal Hub to UTA;

WHEREAS, there is an existing August 25, 1999 Interlocal Agreement between the parties and the parties intend that, unless specifically identified in this Agreement, all existing and prospective obligations under that Interlocal Agreement shall be superseded by this Agreement;

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

WHEREAS, the parties wish to enter this Agreement in order to identify and confirm their mutual agreements regarding the numerous issues related to the Project.

AGREEMENT

NOW, THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

ARTICLE I. DEFINITIONS

In addition to other terms that may be defined throughout this Agreement, the following capitalized terms shall have the meanings indicated below:

1.1 “Amtrak” means the National Railroad Passenger Corporation, which operates a passenger station and train servicing facility at the Intermodal Hub.

1.2 “Amtrak lease” shall mean collectively, the Agreement between Salt Lake City Corporation and National Railroad Passenger Corporation, dated November 2, 1999, and the Lease Agreement entered into between Amtrak and the City pursuant thereto.

1.3 “Art in Transit” means the incorporation of artwork into public transit facilities in accordance with Federal Transit Administration Circular 9400.1A.

1.4 “Change” means any deletion, addition or other modification to the Project scope made after both the execution of the CM/GC Contract and the establishment of the GMP, which deletion, addition or modification results in a claim for a change order under the CM/GC Contract.

1.5 “City” means Salt Lake City Corporation, a municipal corporation and political subdivision of the State of Utah.

1.6 “City Representative” means the person so designated pursuant to Section 7.4 of this Agreement.

1.7 “City Right-of-Way” means those portions of 400 West Street, 200 South Street and 600 West Street that are owned by the City and will be occupied by TRAX System improvements as shown on Exhibit A to this Agreement.

1.8 “CM/GC” means the construction manager/general contractor with whom UTA will contract to: (a) coordinate with the Consultant during final design; (b) provide preconstruction value engineering and constructability reviews; (c) prepare Traffic and Staging Plans and Public Outreach Plans (as such terms are defined in Article IX of this Agreement) for review by the parties; (d) construct those portions of the Project to be self-performed by the CM/GC; (e) procure, manage and oversee those portions of the Project to be subcontracted; and (f) negotiate and establish a GMP for the Project as identified in the CM/GC Contract.

1.9 “CM/GC Contract” means the contract UTA will execute with the CM/GC.

1.10 “Commuter Rail System” means the 44-mile commuter rail passenger line currently under construction and extending from Pleasant View City to the Intermodal Hub, and includes any future extensions, additions or modifications to such commuter rail line.

1.11 “Construction Submittals” means all construction schedules, construction staging plans, utility shutdown plans, Traffic and Staging Plans and Public Outreach Plans (as such terms are defined in Article IX of this Agreement), QA/QC plans, fabrication drawings, approved equals requests, value engineering proposals, product and test data and other deliverables that are provided by the CM/GC from time to time for review, approval or comment pursuant to the CM/GC Contract.

1.12 “Consultant” means the design consultant with whom the City has contracted to provide preliminary engineering and final design services, construction engineering and administration services, cost estimating and similar work for the Project.

1.13 “Consultant Contract” means the contract the City has entered with the Consultant.

1.14 “Delta Center Station” means the existing light rail station located at approximately 350 West South Temple Street.

1.15 “Design Submittals” means all interim drawings, specifications, basis of design documents, design assumptions, “over-the-shoulder” review items or other matters that are submitted by the Consultant from time to time for review, comment or determination in the preparation of 90% Design Drawings and Final Design Drawings.

1.16 “Final Design Drawings” means the final set of drawings, specifications and cost estimates sealed by the design engineer of record for the Project and prepared to conform with the GMP for the Project.

1.17 “FTA” means the Federal Transit Administration, the public transportation modal administration for the United States Department of Transportation.

1.18 “GMP” means the “not to exceed price” to be paid to the CM/GC for the performance of construction and other work related to the Project.

1.19 “Greyhound” means Greyhound Lines Inc., which operates a passenger station and bus maintenance facility at the Intermodal Hub.

1.20 “Indemnified Party” has the meaning set forth in Article XIII of this Agreement.

1.21 “Indemnifying Party” has the meaning set forth in Article XIII of this Agreement.

1.22 “Intermodal Hub” means the Salt Lake City Intermodal Terminal constructed by the City with funding provided (or to be provided) in part by an FTA grant and including (or to include): (a) Greyhound facilities; (b) Amtrak facilities; (c) UTA bus facilities; (d) TRAX System facilities; (e) Commuter Rail System facilities; and (f) other improvements and facilities constructed from time to time.

1.23 “Ninety Percent (90%) Design Drawings” means the set of drawings, specifications and cost estimates for the Project at 90% completion. “Ninety Percent (90%)

Design Drawings” also means any additional deliverables that the Consultant is required to provide for the “Final Design Phase” pursuant to the Consultant Contract

1.24 “Performance Specifications” has the meaning set forth in Article V of this Agreement.

1.25 “Project” means the design, construction, systems integration, startup testing and other work necessary for the connection of the Intermodal Hub to the TRAX System.

1.26 “Project Budget” means the total amount allocated to the Project by the parties under this Agreement through local funds and anticipated federal grants, based on current cost estimates. The Project Budget is attached as Exhibit C to this Agreement.

1.27 “Project Integration Team” means the committee comprised of representatives from each party, which committee is responsible for reviewing relevant Project matters for the parties. The composition of the Project Integration Team is set forth in Section 7.1 of this Agreement.

1.28 “Project Policy Team” means the dispute resolution and policy setting committee created pursuant to Section 7.5 of this Agreement.

1.29 “Project Schedule” means the proposed completion dates for Project milestones attached as Exhibit D to this Agreement.

1.30 “RDA” means the Redevelopment Agency of Salt Lake City, a body corporate and politic of the State of Utah.

1.31 “RFP” has the meaning set forth in Section 9.1 of this Agreement.

1.32 “Sixty Five Percent (65%) Design Drawings” means the set of drawings, specifications and cost estimates for the Project at 65% completion, which were prepared by the Consultant prior to the execution of this Agreement and which constitute the baseline for the Project scope and the Project Budget. The Sixty Five Percent (65%) Design Drawings are attached as Exhibit B to this Agreement.

1.33 “TRAX System” means the current Sandy and University TRAX Lines operated by UTA and includes any future projects, extensions, additions or modifications to such light rail lines. Upon completion of the Project, the term TRAX System shall include the six-block extension to the Intermodal Hub.

1.34 “UTA” means the Utah Transit Authority, a public transit district and political subdivision of the State of Utah.

1.35 “UTA Representative” means the person so designated pursuant to Section 7.3 of this Agreement.

ARTICLE II. STATUS OF PROJECT; PURPOSE OF AGREEMENT

2.1 Prior to the execution of this Agreement, the City retained the Consultant to prepare 65% Design Drawings, 90% Design Drawings and Final Design Drawings for the Project. The 65% Design Drawings have been accepted and approved by both parties and form the baseline for the Project scope and the Project Budget. The City has authorized the Consultant to proceed with final design of the Project. While the City will be the contracting party with respect to the Consultant Contract, the rail improvements constructed pursuant to the Project will ultimately be accepted, owned, operated and maintained by UTA as part of the TRAX System. Accordingly, it is important that the Project be designed in close coordination with UTA, and in accordance with UTA’s Light Rail Criteria Manual and other design and operational requirements and subject to the City’s needs, standards and requirements.

2.2 After consultation with the City, UTA will select and contract with the CM/GC responsible for Project construction. While UTA will be the contracting party with respect to the CM/GC Contract, the Project will be constructed in the City Right-of-Way and will affect traffic patterns and commercial and residential access within the City. Project construction will also impact public utilities, roadway improvements and other City-owned facilities. Hence, it is important that the Project be constructed in close coordination with the City and in accordance

with the City's engineering standards and requirements for public utility shutdowns, road closures, maintenance of commercial and residential access and similar matters.

2.3 As part of this Agreement, UTA will assume ownership and responsibility for and with respect to the Intermodal Hub and the operation thereof.

2.4 Therefore, the parties have entered into this Agreement for the following primary purposes:

2.4.1 To identify and document the interests and objectives of each party with respect to the Project and establish minimum Project requirements. This Agreement shall constitute the guiding document governing the Project and shall be referenced in the Consultant Contract and the CM/GC Contract.

2.4.2 To identify the allocation of Project costs between the parties.

2.4.3 To describe the respective responsibilities of the parties and establish cooperative procedures that will achieve the objectives identified herein.

2.4.4 To establish mechanisms for resolving any disputes between the parties arising in connection with the Project.

2.4.5 To establish the terms and conditions pursuant to which the City will convey to UTA (i) fee title to the Intermodal Hub, and (ii) rights to use certain City streets for operation of the extended TRAX System.

ARTICLE III. TERM

This Agreement shall be effective as of the date of execution by both parties and, unless otherwise agreed between the parties, shall continue thereafter in full force and effect until all obligations, commitments and requirements have been fully performed as set forth hereunder. Nothing provided herein shall be construed so as to exceed the term limitation provided in UCA §11-13-204 (as amended). The expiration or termination of this Agreement shall not relieve or excuse either party of any obligations accruing prior to the expiration or termination hereof

including, without limitation, the covenants and warranties made hereunder and any obligations accruing under the indemnification provisions set forth in Article XIII of this Agreement.

ARTICLE IV. PROJECT DESCRIPTION

4.1 The Project shall be constructed in the City Right-of-Way. The Project shall be built with a center-of-street configuration, except for those portions constructed at the Intermodal Hub. The Project shall be integrated into the TRAX System and shall be generally consistent with the details and specifications of the TRAX System and standard reconstruction of City roadway pavement and utility improvements, storm drainage sidewalk improvements, street lights and traffic signals. The scope of the Project is detailed in the 65% Design Drawings attached as Exhibit B of this Agreement.

4.2 A terminal station shall be constructed at the Intermodal Hub. The details and specifications for the transit plaza, including the terminal station, shall be consistent with the City's site plan for the Intermodal Hub attached as Exhibit E.

4.3 One intermediate station shall be constructed at approximately 125 South 400 West (the "400 West Station") as part of the initial build-out of the Project. This station shall be opened for revenue service with the Project. The station details and specifications shall be similar to other Downtown stations within the TRAX System.

4.4 The infrastructure and track alignment for a second intermediate station shall be constructed at approximately 525 West 200 South (the "200 South Station") as part of the initial build-out of the Project. The scope of the 200 South Station infrastructure shall be determined by the Project Integration Team. The City shall fund an amount equal to the difference between the cost of building the 400 West Station and the cost of building the 200 South Station infrastructure. This amount is part of the City's local funding commitment under Section 6.3 and shall be held by the City, within its Intermodal Hub Enterprise Fund, until UTA commences final build-out of the 200 South Station. At such time as UTA commences completion of the 200 South Station, the City shall make such amount available to UTA, together with interest thereon

at the rate actually earned by the City from the date such amount is determined by the Project Integration Team, to the date such funds are made available to UTA. The future 200 South Station shall be completed upon the first to occur of the following events: (a) the date the total combined average weekday passenger boardings at the 400 West Station and the Delta Center Station reach 4,650; or (b) May 1, 2010. When the first of the aforementioned events occurs, UTA shall complete construction of the 200 South Station and place it into revenue service within one year of such event or, if completion within one year is not practicable, as quickly as reasonable diligence allows. Any costs for constructing the 200 South Station in excess of the amounts provided by the City (as set forth above) shall be the sole responsibility of UTA.

4.5 The City shall grant UTA the right to construct, operate and maintain the Project in the City Right-of-Way pursuant to an agreement in substantially the same form as the Public Way Use Agreement attached as Exhibit F to this Agreement.

4.6 The Project shall be constructed in general accordance with the Project Schedule attached as Exhibit D to this Agreement. The Project Schedule is coordinated with the anticipated opening of the Commuter Rail System and the parties acknowledge the importance of completing the Project prior to the opening of the Commuter Rail System. The parties agree to cooperate and coordinate in good faith to complete the Project in accordance with the Project Schedule.

4.7 The Project Budget includes an Art in Transit line item of one percent (1%) of the Project construction costs or \$250,000, whichever is less. The Art in Transit budget includes amounts for all three stations and will fund all artwork, artist's fees and all costs necessary to integrate Art in Transit into the Project. The purpose of the Art in Transit program is to enhance the TRAX stations by integrating an aesthetic component to the Project reflecting the character, history and cultural context of the CBD and Depot Districts. The Salt Lake Art Design Board (the "Art Design Board"), with administrative support from the Salt Lake City Arts Council, shall: (a) issue a request for qualifications for the public art to be incorporated into the stations;

(b) review the materials submitted in response to the request for qualifications; (c) include City and UTA representatives at review meetings; and (d) provide a recommendation for the artist(s) to be selected for Art in Transit. Final approval for the artist(s) to be selected shall be made by the Salt Lake City Mayor and the General Manager of UTA. The Art Design Board shall not recommend any artwork that: (x) creates a potential safety hazard with respect to the operation of the TRAX System; or (y) materially increases the operation or maintenance costs of the TRAX System. UTA and the City shall contract with the approved artist(s). The City Arts Council shall serve as project manager for any Art in Transit project and UTA shall serve as budget manager. UTA shall cause the installation of supporting improvements for the approved artwork for the 400 West Station and the Intermodal Hub Station to be included within the scope of the CM/GC Contract with budget provided from the Art in Transit account. The amount of the Art in Transit budget allocable to the 200 South Station shall be deposited with the City in the Intermodal Hub Enterprise Fund, and used for artwork at the 200 South Station upon build-out of the 200 South Station.

4.8 The City agrees to fund all required City permit, connection and impact fees related to the Project. The cost of funding such fees shall be in addition to the City's funding obligation set forth in Section 6.3.

4.9 The Project represents a major cooperative effort between the parties. Each party agrees to cooperate with the other in a manner consistent with the respective commitments and obligations made and assumed under this Agreement. Such cooperation shall include the dedication of personnel and payment of committed funds as necessary to complete the Project according to this Agreement.

ARTICLE V. PERFORMANCE SPECIFICATIONS

The parties agree that the Project shall be designed and constructed, at a minimum, in accordance with the following standards and requirements, which are collectively referred to as the "Performance Specifications." Unless otherwise agreed by the parties: (a) the City shall

cause the Consultant to incorporate the Performance Specifications into Project design; and (b) UTA shall cause the CM/GC to perform all preconstruction and construction work in accordance with the Performance Specifications. The following standards shall constitute the Performance Specifications:

- 5.1 UTA's Light Rail Design Criteria Manual.
- 5.2 Manual of Standard Specifications, as published by the Utah Chapter of the American Public Works Association.
- 5.3 Manual of Standard Plans, as published by the Utah Chapter of the American Public Works Association.
- 5.4 The Salt Lake City Public Utilities Department Performance Specifications and Design Criteria for culinary water, sanitary sewer and storm drain facilities.
- 5.5 The FHWA Manual on Uniform Traffic Control Devices.
- 5.6 The Traffic Control Manual published by the Utah LTAP Center of Utah State University.
- 5.7 The City's as-built construction drawings for the Intermodal Hub.
- 5.8 The Americans With Disabilities Act, and all rules, regulations, interpretive guidance and other authority promulgated pursuant to the Americans With Disabilities Act.
- 5.9 Salt Lake City Intermodal Hub Site Management Plan for the Salt Lake City Intermodal Hub.
- 5.10 All applicable building codes, laws and regulations.

ARTICLE VI. PROJECT BUDGET

- 6.1 The parties have established a total Project Budget of \$32,000,000. The Project Budget is detailed in Exhibit C to this Agreement.
- 6.2 UTA shall fund the Project in the amount of \$8,450,000, representing 26.4% of the total estimated Project Budget. This shall consist of local UTA funding.

6.3 The City shall fund the Project in the amount of \$8,450,000, representing 26.4% of the total estimated Project Budget. This shall consist of local City funding. The City has expended or will expend approximately \$2,462,000 toward the Consultant Contract. Actual City expenditures under the Consultant Contract shall be credited toward the City's share of the funding. The City has identified additional funding sources for the balance of its commitment in fiscal years 2007 and 2008. The City shall make these funds available to UTA on a monthly basis over the course of construction. UTA shall invoice the City on a monthly basis for the City's share of construction costs incurred by the CM/GC and paid to the CM/GC by UTA, based on the percentages set forth in this Article VI. The City will seek various sources for its share of the Project costs, including contributions from the RDA. RDA contributions will come from funds available associated with the Depot and Central Business Districts.

6.4 UTA shall advance the remaining portion of the estimated Project Budget (\$15,100,000, or 47.2 % of the estimated Project) out of local funding. UTA shall seek to obtain reimbursement for some or all of this \$15,100,000 through one or more federal grants to be issued under the November 2, 2005 Letter of No Prejudice obtained with respect to the Intermodal Hub construction project. UTA shall assume all risks related to obtaining the required federal grants, as well as the appropriation of federal monies pursuant to such grants. UTA will reimburse the City for any funds paid by the City under this Agreement for which UTA subsequently seeks and receives reimbursements from the FTA.

6.5 UTA shall maintain an accounting system and accounting records that thoroughly track the receipt and expenditure of all City and RDA contributions. The system shall be created and administered in a manner such that the City and RDA are able to affirmatively verify that all contributions are expended in compliance with limitations associated with funding sources from the Depot and Central Business Districts. UTA's accounting system and accounting records shall also satisfy all applicable FTA grant requirements.

6.6 Neither party has allocated or budgeted additional funds for the Project. Accordingly, the City has instructed the Consultant to design the Project to stay within the Project Budget. The Project Budget is based on the 65% Design Drawings, which establish the baseline for the Project scope. To the extent that either party requests a modification to the 65% Design Drawings, and such proposed modification will increase Project costs in a manner that increases the overall Project Budget, the requesting party shall agree to unilaterally fund the incremental cost.

6.7 In the event it becomes apparent from the cost estimates that the scope of design (as established by the 65% Design Drawings and refined during final design) shall cause the Project to exceed the Project Budget, the parties shall (i) reduce the scope of the Project, (ii) agree to provide additional funding for the Project, or (iii) agree to some combination of (i) and (ii), all as shall be mutually agreed by the parties. . Nothing provided in this Section shall be construed so as to require or allow the Project to be designed in material conflict with any applicable Performance Specification unless otherwise agreed in writing by the parties.

6.8 Upon approval of the 90% Design Drawings, including construction cost estimates, UTA shall negotiate with the CM/GC a GMP (guaranteed maximum price) for construction. The GMP shall be consistent with the Project Budget. If UTA is unable to negotiate a GMP that is consistent with the Project Budget, the parties shall meet and determine whether to: (a) jointly increase and fund the Project Budget by written amendment to this Agreement, and based upon the Project Budget percentages identified in Sections 6.2 and 6.3 of this Agreement or as otherwise agreed; (b) reduce Project costs through modification or reduction in the scope of the Project; (c) allow either party to unilaterally fund any item that would otherwise be deleted from the scope of the Project; or (d) reduce Project costs through implementation of value engineering proposals. Nothing provided in this Section shall be construed so as to require or allow the Project to be constructed in material conflict with any applicable Performance Specification unless otherwise agreed in writing by the parties. The 90%

Design Drawings shall be advanced to Final Design Drawings conforming to the established GMP.

6.9 After a GMP for construction is reached with the CM/GC, any incremental Project costs resulting from Changes shall be financed in accordance with this Section 6.9. Incremental costs that result from changed site conditions or other circumstances that were unknown to the parties at the time that the GMP was determined, shall be borne by the parties on the basis of 26.4% City, 73.6% UTA, or as otherwise agreed. Incremental costs resulting from a Change that is mutually agreed to by the Parties shall be borne by the parties on the basis of 26.4% City, 73.6% UTA, or as otherwise agreed. Incremental costs resulting from a Change requested by one party, but not accepted by the other party, shall be borne solely by the requesting party.

6.10 As part of the Project Budget, a sum of \$100,000 shall be deposited into an escrow account to be used by UTA to fund future maintenance, restoration and replacement of the Art in Transit improvements installed at the stations.

ARTICLE VII. PROJECT MANAGEMENT AND DISPUTE RESOLUTION

7.1 The parties hereby create a Project Integration Team consisting of the UTA Representative, the City Representative and additional representatives as agreed by the parties from time to time. The Project Integration Team shall: (a) review and approve relevant deliverables as set forth in this Agreement; (b) provide day-to-day input to the Consultant and the CM/GC as necessary for the Project design and construction; (c) implement modifications to the Project scope as may be necessary to conform to the Project Budget; (d) if necessary, recommend any amendments to this Agreement changing the Project Budget as contemplated herein; and (e) address and resolve issues, disputes or concerns arising during the course of the Project. The initial members of the Project Integration Team shall be:

For the City:	John Naser	801-535-6240	john.naser@slcgov.com
	Chuck Call	801-483-6840	chuck.call@slcgov.com

For UTA:	Greg Thorpe	801-287-2572	gthorpe@uta.cog.ut.us
	Kevin Cox	801-287-2596	kcox@uta.cog.ut.us

Either party may change some or all of its representatives on the Project Integration Team by delivering written notice to the other party in accordance with the notice provisions set forth in Article XV of this Agreement.

7.2 The parties hereby commit to appoint to the Project Integration Team individuals who shall be dedicated to the Project as necessary to represent the respective interests of the parties, shall participate in the activities of the Project Integration Team as outlined in this Agreement, and shall attend applicable meetings held throughout the Project. Each member of the Project Integration Team shall consult with such technical experts, principals or other personnel of his or her respective party as may be appropriate in the performance of his or her duties on the Project, and shall obtain any authority or approval required on the part of his or her appointing party prior to authorizing, approving or taking any action on behalf of the Project.

7.3 UTA shall designate the UTA Representative who shall serve on the Project Integration Team and shall be the principal contact point with respect to the CM/GC Contract. Any formal communications, directions, modifications requests for Changes, or other correspondence with the CM/GC shall be delivered by the UTA Representative. The initial UTA Representative shall be Greg Thorpe, UTA Manager of Light Rail Engineering and Construction. UTA may change the UTA Representative from time to time by delivery of written notice to the City as provided in Article XV of this Agreement.

7.4 The City shall designate the City Representative who shall serve on the Project Integration Team and shall be the principal contact point with respect to the Consultant Contract. Any formal communications, directions, modifications, requests for changes, or other correspondence with the Consultant shall be delivered by the City Representative. The initial City Representative shall be John Naser, Senior Engineering Project Manager. The City may

change the City Representative from time to time by delivery of written notice to UTA as provided in Article XV of this Agreement.

7.5 The parties hereby create a Project Policy Team which shall be comprised of UTA's Chief Capital Development Officer and the City Engineer, Max Peterson. Any issues that cannot be resolved at the Project Integration Team level shall be elevated to the Project Policy Team for consideration and resolution.

7.6 Any dispute that cannot be resolved by the Project Policy Team shall be forwarded to UTA's General Manager and the City's Deputy Mayor, Rocky Fluhart.

7.7 The parties shall exhaust the dispute escalation and resolution process identified in this Article prior to the initiation of any formal legal action. If a dispute cannot be resolved by the parties after good faith negotiations as outlined in this Article, the dispute may then be brought before a court of competent jurisdiction as set forth in Article XVIII of this Agreement.

ARTICLE VIII. PROJECT DESIGN

8.1 The Consultant has completed the 65% Design Drawings, and the City has given the Consultant authorization to proceed with final design. The 65% Design Drawings constitute the scope of the Project and form the basis for the final design work to be performed by the Consultant.

8.2 The City shall oversee and manage the efforts of the Consultant consistent with the Consultant Contract, the Performance Specifications and the provisions of this Agreement. The City Representative shall be the sole point of formal contact with the Consultant until completion of the 90% Design Drawings. The City recognizes that UTA will have considerable interaction with the Consultant, but the parties agree that UTA shall not provide formal direction to the Consultant under the Consultant Contract.

8.3 Throughout the final design process, the City shall cause the Consultant to provide UTA with the opportunity to review and comment upon all Design Submittals. Each Design Submittal shall state the latest permissible date for receipt of comments, which date must

be reasonable given the nature of the Design Submittal. Notwithstanding the identified review period, UTA shall use its best efforts to review and comment upon the Design Submittals in a shorter period of time, if such shorter review time is reasonable. The City shall cause the Consultant to address all comments and objections submitted by UTA with respect to the Design Submittals and to resolve such issues to UTA's reasonable satisfaction.

8.4 The City shall ensure that UTA participates in all formal and informal design meetings and reviews with the Consultant.

8.5 The City shall cause the Consultant to design the Project in a manner such that the cost estimates for construction, including contingency, are consistent with the overall Project Budget. The City shall monitor the design work against the overall Project Budget and shall address any potential overruns identified during the design process consistent with the provisions of Article VI of this Agreement.

8.6 The City shall cause the Consultant to provide UTA with a draft set of 90% Design Drawings. UTA shall have ten (10) days to review and comment upon the 90% Design Drawings. Notwithstanding the 10-day review period, UTA shall use its best efforts to review and comment upon the 90% Design Drawings in a shorter period of time. The City shall cause the Consultant to address all comments and objections submitted by UTA with respect to the 90% Design Drawings and to resolve such issues to UTA's reasonable satisfaction. The 90% Design Drawings shall be used by UTA to negotiate a GMP for the Project. Any changes to the 90% Design Drawings necessitated by the GMP negotiations shall be approved by both parties, and once so approved, shall be incorporated into the Final Design Drawings. The Final Design Drawings shall constitute the final work scope for Project construction.

8.7 Upon completion of the Final Design Drawings, the City shall assign and delegate to UTA, and UTA shall assume, all rights and obligations under the Consultant Contract. UTA shall oversee the construction-phase services to be performed by the Consultant including, without limitation, processing all Construction Submittals, invoices, change orders, requests for

clarification and quality control on behalf of the parties as set forth in the Consultant Contract. The City's obligation to assign and delegate the Consultant Contract shall be subject to the City obtaining the consent of the Consultant. Upon assignment of the Consultant Contract, the City shall be released from all obligations under the Consultant Contract, excepting those obligations previously accrued as of the date of assignment.

8.8 The City and UTA each agree to enforce (for such period as each respectively holds the Consultant Contract) all terms, conditions, performance requirements and warranties provided under the Consultant Contract on behalf of the other party, and to cause the Consultant to correct any defective or non-compliant work as required by the Consultant Contract, the Performance Specifications or as reasonably requested by the other party.

ARTICLE IX. PROJECT CONSTRUCTION

9.1 Prior to completion of final design, UTA shall prepare, advertise and disseminate a request for proposals ("RFP") to be used in the selection of the CM/GC. The RFP shall be based on the 90% Design Drawings. Prior to public dissemination, UTA shall deliver a draft RFP to the City for review and comment. The City shall have fifteen (15) days to review and comment on the draft RFP. Notwithstanding the 15-day review period, the City shall use its best efforts to review and comment upon the draft RFP in a shorter period of time, if such shorter review time is reasonable. The parties shall cooperate and resolve all City comments or objections to the RFP prior to public dissemination.

9.2 UTA shall coordinate the evaluation of proposals received in response to the RFP and the process of selecting the CM/GC. The Project Integration Team shall appoint the selection team for this procurement, which selection team shall evaluate the proposals received in response to the RFP and select the CM/GC. The CM/GC shall be selected according to a "best value" selection process based on the criteria set forth in the approved RFP.

9.3 UTA shall negotiate, prepare, execute and deliver the CM/GC Contract, and shall authorize the CM/GC to proceed with the preconstruction phase of the CM/GC Contract. The CM/GC Contract shall incorporate the scope, terms and conditions of the approved RFP.

9.4 UTA shall ensure that the City participates in all formal and informal meetings and reviews with the CM/GC.

9.5 UTA shall cause the CM/GC to provide the City with the opportunity to review and comment upon all Construction Submittals materially affecting the City, including any Construction Submittals related to the City's roadway or utility facilities, the Project Budget, the management of traffic during construction or the distribution of construction information to the public. Each Construction Submittal shall state the latest permissible date for receipt of comments, which date must be reasonable given the nature of the Construction Submittal. Notwithstanding the identified review period, the City shall use its best efforts to review and comment upon the Construction Submittals in a shorter period of time, if such shorter review time is reasonable. UTA shall cause the CM/GC to address all comments and objections submitted by the City with respect to the Construction Submittals, and to resolve such issues to the City's reasonable satisfaction.

9.6 UTA shall oversee and manage the efforts of the CM/GC consistent with the CM/GC Contract, the Performance Specifications and the provisions of this Agreement. UTA shall be the sole point of formal contact with the CM/GC during the preconstruction and construction phases of the Project. UTA recognizes that the City will have considerable interaction with the CM/GC, but the parties agree that the City shall not provide formal direction to the CM/GC under the CM/GC Contract.

9.7 The parties agree and acknowledge that the CM/GC shall begin preconstruction services, construction materials procurement and advance utility work before the approval of the 90% Design Drawings and Final Design Drawings. The parties have selected the CM/GC project delivery method, in part, to allow for value engineering proposals and constructability reviews.

This delivery method also allows the CM/GC to provide input regarding Traffic and Staging Plans and Public Outreach Plans (as such terms are defined below) related to the Project. The involvement of the CM/GC during the preconstruction phase may result in changes to the design, or the redesign of certain elements of the Project. The parties agree to cooperate and closely coordinate the work of the Consultant and the CM/GC during the preconstruction phase of the Project in order to minimize duplicative work and to reduce the overall budget for the Project. The parties also agree to manage their respective contracts in a manner that allows for a cooperative and constructive process consistent with the Project Budget, the Project Schedule and the objectives identified in this Agreement.

9.8 UTA shall negotiate a GMP, and shall authorize the CM/GC to proceed with the construction phase of the CM/GC Contract. The GMP shall be consistent with the Project Budget described in Article VI of this Agreement. To the extent UTA is unable to negotiate a GMP for the work identified in the 90% Design Drawings within the scope of the Project Budget, UTA and the City shall address the potential overruns consistent with the provisions of Article VI of this Agreement. Any changes to the 90% Design Drawings shall be subject to the approval of both parties and, once so approved, shall be incorporated into the Final Design Drawings. The Final Design Drawings shall constitute the final work scope for Project construction.

9.9 UTA shall ensure that the City has access to the Project site as necessary to monitor all Project construction. If, as a result of the City's observation of construction, the City objects to the manner in which work is being performed, the City shall immediately notify the UTA Representative or his or her designee. UTA shall cause the CM/GC to comply with the Final Design Drawings (including any Changes approved by the Project Integration Team), the Performance Specifications and the terms and conditions of this Agreement. The City shall not directly order the CM/GC to stop or correct work except as necessary to prevent or mitigate an imminent threat of death, bodily injury, or other serious damage to persons or property as determined by the City in good faith.

9.10 Any proposed Changes to the CM/GC Contract shall be subject to review and approval of the Project Integration Team. Any incremental costs that result from a proposed Change shall be allocated between the parties as provided in Article VI of this Agreement. Unless otherwise agreed between the parties, no Change will be approved to the extent that the Change would adversely affect the Project Schedule.

9.11 UTA agrees to enforce all terms, conditions, performance requirements and warranties provided under the CM/GC Contract on behalf of the City and to cause the CM/GC to correct any defective or non-compliant work as required by the CM/GC Contract and as reasonably requested by the City.

9.12 To the extent that the Final Design Drawings require privately-owned utility facilities (including but not limited to electric power, gas, telephone, cable or telecommunications) to be relocated, the City will, consistent with applicable law and on a case-by-case basis, consider exercising any rights it may have under existing contracts, franchise agreements, ordinances or general law to cause such owners to relocate their utilities at the owner's expense. All direct and indirect costs incurred by the City in connection with the enforcement of such contracts, franchise agreements, ordinances or general law shall be borne by the Project.

9.13 In order to minimize the adverse impact of the Project on traffic and abutting property owners and patrons, UTA shall cause the CM/GC to prepare a Maintenance of Traffic and Access Plan, Traffic Control Plan and Construction Staging Plan (the "Traffic and Staging Plans") as part of the CM/GC's scope of work. The Traffic and Staging Plans shall be prepared by a Utah-licensed professional engineer with demonstrated expertise in traffic engineering and the development of maintenance of traffic and access plans in construction areas. The Traffic and Staging Plans shall include measures to minimize traffic disruption, provide traffic safety and assure abutting property access during construction. The Traffic and Staging Plans shall take into account other major construction projects which may affect traffic in and near the area affected

by the Project. The Traffic and Staging Plans shall include construction-related traffic mitigation strategies, a signage plan from the 600 South Interchange recommending directions to the Gateway development and other impacted businesses, and construction staging. Notwithstanding the foregoing, the Traffic and Staging Plans shall address: (a) internal and external parking and circulation strategies in and around the Gateway development and other businesses impacted by the Project that would help mitigate any potential impacts of the Project; and (b) prohibitions regarding work performed on the Project during the holiday shopping season. The Traffic and Staging Plans shall be reviewed and approved by the parties.

9.14 In order to minimize the adverse impact of the Project to the community, the parties will cause a public outreach, communication and coordination effort (the “Public Outreach Plan”) to be implemented with respect to all construction. Proposals for a Public Outreach Plan will be considered in the selection of the CM/GC, and the Public Outreach Plan will be developed by CM/GC as part of the pre-construction services. The Public Outreach Plan will be reviewed and approved by the parties.

ARTICLE X. OWNERSHIP AND MAINTENANCE OF IMPROVEMENTS

10.1 Upon satisfactory completion of the track and station improvements constructed pursuant to the Project, UTA shall accept such improvements as part of the TRAX System. UTA shall assume all maintenance and operation responsibility with respect to such improvements, and shall indemnify the City with respect to the operation and maintenance of such improvements, consistent with the terms and conditions of the Public Way Use Agreement attached as Exhibit F.

10.2 Upon satisfactory completion of the utility, roadway, sidewalk and related improvements constructed pursuant to the Project, the City shall accept such improvements as the City’s public improvements. The City shall assume all maintenance and operation responsibility with respect to such improvements, and shall indemnify UTA with respect to the operation and maintenance of such improvements, subject to the terms and conditions of the Public Way Use Agreement attached as Exhibit F. Nothing provided in this Section 10.2 shall be construed to

limit UTA's obligation to enforce the terms of the CM/GC Contract as set forth in Section 9.11 of this Agreement.

ARTICLE XI. INSURANCE

11.1 The City shall cause the Consultant to maintain the following insurance: (a) professional liability insurance that provides limits of not less than \$5 Million per occurrence with a \$10 Million annual aggregate limit, and that insures the Consultant's obligation to indemnify the City and UTA under the Consultant Contract; (b) commercial general liability insurance with limits of at least \$1 Million per occurrence with a \$2 Million annual aggregate; (c) commercial automobile insurance with limits of not less than \$1 Million for any one accident or loss; and (d) worker's compensation and employer's liability insurance providing coverage for the statutory benefits required by Utah law. The commercial general liability and automobile liability policies shall each include an endorsement naming the City and UTA as additional insureds. All insurance policies shall include an endorsement prohibiting any modification or cancellation of insurance without 30 days prior notice to the City and UTA. The City shall cause the Consultant to deliver UTA, on an annual basis, insurance certificates evidencing the insurance coverage described above. The Consultant shall be required to maintain the professional liability and commercial general liability insurance for a period of two years following the close out of the Consultant Contract or must provide a comparable "extended discovery" clause or "tail endorsement" to such policies.

11.2 UTA shall cause the CM/GC to maintain the following insurance: (a) commercial general liability insurance with limits of at least \$5 Million per occurrence with a \$10 Million annual aggregate, and that insures the CM/GC's obligation to indemnify UTA and the City under the CM/GC Contract; (b) commercial automobile insurance with limits of not less than \$1 Million for any one accident or loss; and (c) worker's compensation and employer's liability insurance providing coverage for the statutory benefits required by Utah law. The commercial general liability and automobile liability policies shall each include an endorsement naming UTA

and the City as additional insureds. All insurance policies shall include an endorsement prohibiting any modification or cancellation of insurance without 30 days prior notice to the UTA and the City. UTA shall cause the CM/GC to deliver the City, on an annual basis, insurance certificates evidencing the insurance coverage described above. The CM/GC shall be required to maintain the commercial general liability insurance for a period of two years following the close out of the CM/GC Contract or must provide a comparable “extended discovery” clause or “tail endorsement” to such policy.

ARTICLE XII. TRANSFER OF OWNERSHIP; INTERMODAL HUB

12.1 The parties acknowledge that:

12.1.1 the land acquisition, development and construction related to the Intermodal Hub were all financed with the City’s local money, part of which has been reimbursed from the proceeds of an FTA grant with a federal/local matching ratio equal to 80/20 percent, respectively;

12.1.2 UTA has been the primary recipient of the federal funding provided by the FTA and has transferred FTA funds to the City pursuant to an August 25, 1999 Interlocal Cooperation Agreement (Gateway Intermodal Terminal);

12.1.3 the City is eligible to receive reimbursement of additional federal funds for expenditures incurred relative to the development of the Intermodal Hub. Reimbursement for those funds will be received by the City prior to UTA receiving reimbursements for the Project;

12.1.4 pursuant to the August 25, 1999 Interlocal Cooperation Agreement, UTA has been responsible for monitoring and ensuring the City’s compliance with respect to federal grant programs mandated by the FTA;

12.1.5 UTA is currently providing bus service to the Intermodal Hub; and

12.1.6 with the addition of TRAX System and Commuter Rail System improvements at the Intermodal Hub, UTA's presence at the Intermodal Hub will increase dramatically.

12.2 The City hereby agrees to convey fee title to the Intermodal Hub, and the approximately 16.5 acres of land constituting the Intermodal Hub site, to UTA (collectively the "Intermodal Hub Property"). Notwithstanding the foregoing, the City shall not convey to UTA such portion of the Intermodal Hub site as is situated in the historic area of 600 West Street, as reasonably determined by the City. Such portion of the Intermodal Hub site shall be retained by the City, and dedicated as part of the City's right-of-way. The Intermodal Hub Property shall be conveyed to UTA as consideration for UTA: (a) assuming the risk of future appropriations of federal monies for the Project; (b) advancing and committing local UTA funds pending receipt of future federal monies; (c) incurring finance costs attributable to the Project pending receipt of federal reimbursement; (d) assuming responsibility for the development of interim pedestrian and parking improvements (as depicted in Exhibit E) as part of the Project; (e) assuming the obligation to relocate the Amtrak station, parking and trackage, and to provide Amtrak with interim passenger facilities, as part of the Project; (f) assuming future responsibility for construction of permanent Amtrak facilities; (g) assuming other obligations under the Amtrak lease; (h) assuming obligations under the Greyhound lease; (i) assuming future responsibility for the mitigation of the north warehouse building; (j) assuming the City's obligations under the Salt Lake City Intermodal Hub Site Management Plan for the Salt Lake City Intermodal Hub; and (k) assuming operation and maintenance responsibility for the Intermodal Hub. In addition, UTA agrees that any income derived by UTA from the operation of the Intermodal Hub, including any future facilities situated on the Intermodal Hub Property, net of costs and expenses of operating the Intermodal Hub and such other facilities, shall be allocated to City mass transit needs or projects and, to the extent such projects require the City to contribute a "local match," shall be applied toward such local match obligation of the City, all as mutually agreed upon by the City,

UTA, and FTA. No other consideration beyond the covenants and requirements of this Agreement shall be conveyed.

12.3 Within 30 days following the execution of this Agreement (or such later date as the parties shall mutually agree), the City shall convey fee title to the Intermodal Hub Property (including any easements, access rights, covenants, restrictions or other interests appurtenant to and benefiting the Intermodal Hub Property) to UTA by special warranty deed in substantially the same form as that attached as Exhibit H. The conveyance shall be made subject to all matters of record including the existing leases between: (a) the City and Greyhound; and (b) the City and Amtrak. The special warranty deed shall provide that the interest conveyed by the City thereunder shall revert back to the City in the event that UTA (or a successor public transit provider) ceases to use the Intermodal Hub Property for public transportation purposes, or in the event that UTA attempts to convey the Intermodal Hub Property to a third party, excepting a successor public transit provider.

12.4 Upon delivery of the special warranty deed for the Intermodal Hub Property, the City shall execute and deliver an assignment and assumption agreement assigning and delegating the City's rights and obligations under the Greyhound lease. The assignment and assumption agreement shall be in substantially the same form as that attached as Exhibit I.

12.5 Upon delivery of the special warranty deed for the Intermodal Hub Property, the City shall execute and deliver an assignment and assumption agreement assigning and delegating the City's rights and obligations under the Amtrak lease. The assignment and assumption agreement shall be in substantially the same form as that attached as Exhibit J. The assignment and assumption shall be subject to obtaining the required consent to assignment from Amtrak.

12.6 Prior to the execution of this Agreement, UTA has performed the following due diligence with respect to the Intermodal Hub Property: (a) UTA has reviewed the environmental investigations conducted by the City in conjunction with the City's acquisition of the Intermodal Hub Property, and has conducted additional and/or updated environmental investigations as

deemed necessary by UTA; (b) UTA has reviewed the preliminary title commitment for the Intermodal Hub Property and approved all matters set forth on such commitment; (c) UTA has reviewed the Greyhound and Amtrak leases affecting the Intermodal Hub Property and satisfied itself as to the content of such leases; (d) UTA has reviewed the rent rolls and other documents related to the program income (as such term is defined by the FTA) generated from Intermodal Hub Property; (e) UTA has conducted any physical inspections deemed necessary with respect to the Intermodal Hub Property; (f) UTA has reviewed estoppel letters from Greyhound and Amtrak (dated as of the date of this Agreement) stating the basic terms of each lease and providing that the leases are in good standing, in full force and effect, and free of any default or event of default; and (g) UTA has performed any additional due diligence it deemed necessary.

12.7 The City makes the following covenants and warranties with respect to the Intermodal Hub Property, both as of the date of this Agreement, and as of the date the deed is actually delivered: (a) after the date of this Agreement, and prior to the delivery of the special warranty deed, the City shall not have entered into any new contract or agreement with respect to the Intermodal Hub Property that will survive the delivery of the deed or affect the use, operation or enjoyment of the Intermodal Hub Property after delivery of the deed; (b) the City has paid all bills and invoices for labor, goods, materials, utilities and services of any kind related to the Intermodal Hub Property up to the date of the deed is delivered to UTA (provided that the City shall have up to 30 additional days to make prorated payments of utilities for the month during which the deed is delivered); (c) the City has no actual or constructive knowledge of any pending or threatened action to enforce or seek damages with respect to any federal or state environmental law or to cause the cleanup of (or seek contributions to be used in the cleanup of) the Intermodal Hub Property, or any portion thereof; (d) the City has no actual or constructive knowledge of any other pending or threatened action involving the City's ownership of the Intermodal Hub Property, or contesting the City's title to the Intermodal Hub Property; (e) the City has no actual or constructive knowledge of any other pending or threatened action seeking to acquire the

Intermodal Hub Property, or any portion thereof, through the use of eminent domain authority; (f) the City has no actual or constructive knowledge of any claims regarding liens or other encumbrances, except to the extent that such liens or encumbrances are shown as matters of record; and (g) the Greyhound and Amtrak leases are the only leases that affect the Intermodal Hub Property and will survive the delivery of the deed, and both leases are in good standing, in full force and effect and free from any default or event of default on the part of the City or either lessee. All covenants and warranties made pursuant to this provision shall survive the delivery of the special warranty deed and the expiration and/or termination of this Agreement. The covenants and warranties provided by the City are limited to those set forth in this provision. All other representations regarding the Intermodal Hub Property are specifically disclaimed. Except as otherwise provided in this Section 12.7 or elsewhere in this Agreement, UTA is accepting the Intermodal Hub Property on an “AS-IS” “WHERE-IS” basis and with all faults.

12.8 The City has developed a site development plan for the Intermodal Hub Property as depicted on the attached Exhibit K. After conveyance of the Intermodal Hub Property, UTA agrees to make all reasonable efforts, in good faith, to develop the Intermodal Hub Property consistent with the site development plan, as such plan is amended from time to time. It is the intent of the City to rezone the Intermodal Hub Property and other nearby properties from their current zoning to Gateway mixed-use zoning (“GMU”), consistent with the Gateway Area Master Plan. UTA, as a property owner, shall support the rezoning of the Intermodal Hub Property and other nearby properties to GMU, or other consistent zoning. UTA shall comply with the zoning requirements of GMU zoning for the development of the site and shall, to the greatest extent possible, integrate development at the Intermodal Hub Property with development of the surrounding area. In addition, UTA shall assure that all buildings constructed at the Intermodal Hub Property meet, at a minimum, the requirements of the U.S. Green Building Council Leadership in Energy and Environment Design (LEED) for certification at the “Silver” level. UTA’s commitment under this provision shall be subject to UTA securing acceptable funding for

the development of such improvements and receiving any necessary development approvals or other required approvals from third parties.

12.9 In connection with the development of the Intermodal Hub Property, there is hereby established a Joint Development Committee. The Joint Development Committee shall consist of three City employees, to be appointed by the Salt Lake City Mayor, three UTA employees, to be appointed by the UTA General Manager, and one employee of the Redevelopment Agency of Salt Lake City, to be appointed by the Redevelopment Agency Director. The purpose of the Joint Development Committee shall be to promote and support development of the Intermodal Hub Property, by initiating and proposing ideas, concepts and plans for consideration and action by UTA. The Joint Development Committee shall coordinate and integrate development of the Intermodal Hub Property with development of the surrounding area. The Joint Development Committee shall meet bi-monthly, and more frequently as determined by a majority of its members. UTA shall, in good faith, endeavor to implement the initiatives and proposals generated by the Joint Development Committee.

12.10 In addition to the general indemnity provisions provided in this Agreement, the City hereby agrees to assume, defend and hold UTA harmless with respect to, any third party claims relating to the ownership of the Intermodal Hub Property that accrued prior to the conveyance of the special warranty deed, unless such third party claims result from the actions or omissions of UTA.

12.11 In addition to the general indemnity provisions provided in this Agreement, UTA hereby agrees to assume, defend and hold the City harmless with respect to, any third party claims relating to the ownership of the Intermodal Hub Property that accrue after the conveyance of the special warranty deed, unless such third party claims result from the actions or omissions of the City.

12.12 Upon the execution of this Agreement, the August 25, 1999 Interlocal Cooperation Agreement shall be subsumed into, and replaced by, this Agreement. This provision

shall not be construed so as to: (a) relieve the City of any violation or breach of any “Grant Requirements” (as such term is defined in the August 25, 1999 Interlocal Cooperation Agreement) prior to the conveyance of the Intermodal Hub Property; (b) nullify the City’s ability to seek and obtain reimbursement under federal grants for any costs properly incurred by the City prior to the date of this Agreement and otherwise reimbursable to the City under the terms of the August 25, 1999 Interlocal Cooperation Agreement; (c) nullify any debts, claims of liens, liabilities or other obligations incurred from, under or related to the City’s construction contract related to the construction of Phase II of the Intermodal Hub project; or (d) nullify any third party claims against the City relating to the ownership of the Intermodal Hub Property that accrued prior to the conveyance of the Intermodal Hub Property by special warranty deed.

ARTICLE XIII. INDEMNITY

Each party (the “Indemnifying Party”) hereby agrees to indemnify, defend and hold harmless the other party (the “Indemnified Party”) from and against any and all claims, demands, liens, liabilities, costs, fees (including reasonable attorneys’ fees), damages or other losses incurred by the Indemnified Party and arising out of or by reason of: (a) the negligent acts or omissions of the Indemnifying Party or its agents; or (b) the material breach of this Agreement by the Indemnifying Party or its agents. The indemnities provided hereunder are contractual obligations personal to the parties hereto. Nothing provided in this Agreement is intended to waive, modify, limit or otherwise affect any defense or provisions that the parties may assert with respect to any third party under the Utah Governmental Immunity Act or other applicable law.

ARTICLE XIV. DEFAULT

A party shall be deemed in default of this Agreement upon the failure of such party to observe or perform a covenant, condition or agreement on its part to be observed or performed, and the continuance of such failure for a period of thirty (30) days after the giving of written notice by the non-defaulting party, which notice shall specify such failure and request that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within

the applicable period, it shall not give rise to a default hereunder if corrective action is instituted within the 30-day period and diligently pursued until such failure is corrected. In the event of a default hereunder, the non-defaulting party shall have a breach of contract claim remedy against the defaulting party in addition to all other remedies provided or permitted by law, provided that no remedy which would have the effect of amending any provisions of this Agreement shall become effective without formal amendment of this Agreement.

ARTICLE XV. NOTICES

Any notice, demand, request, consent, submission, approval, designation or other communication which either party is required or desires to give under this Agreement shall be made in writing and mailed or faxed to the other party at the addresses set forth below or at such other addresses as the party may provide in writing from time to time. Such notices shall be hand delivered, mailed (by first-class mail, postage prepaid) or delivered by courier service as follows:

If to the City:
Salt Lake City Corporation
Attn: City Mayor
City & County Building
451 South State Street, Room 306
Salt Lake City, Utah 84111

With a Copy to
Salt Lake City Attorney's Office
City & County Building
451 South State Street, Room 505
Salt Lake City, Utah 84111

If to UTA
Utah Transit Authority
Attn: Deputy Chief, Major Capital Projects
3600 South 700 West
Salt Lake City, Utah 84119

With a Copy to
Utah Transit Authority
Attn: General Counsel's Office
3600 South 700 West
Salt Lake City, Utah 84119

ARTICLE XVI. NON-WAIVER

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

ARTICLE XVII. SEVERABILITY

If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

ARTICLE XVIII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. It shall be enforced only a court of competent jurisdiction located in Salt Lake City, Utah.

ARTICLE XIX. NO THIRD PARTY BENEFICIARIES

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

ARTICLE XX. ENTIRE AGREEMENT; AMENDMENT

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

ARTICLE XXI. POLICE POWER

The parties acknowledge the rights vested in the City pursuant to general law to exercise its police powers for the protection of health, safety and welfare of its constituents and their properties. Nothing in this Agreement shall be construed as precluding the City from exercising such powers in connection with the Project.

ARTICLE XXII. INTERLOCAL COOPERATION ACT REQUIREMENTS

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

22.1 The Agreement shall be authorized by resolution or ordinance of the governing body of each party pursuant to §11-13-202.5 of the Act.

22.2 This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each party pursuant to §11-13-202.5 of the Act.

22.3 A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party pursuant to §11-13-209 of the Act.

22.4 Prior to the expiration of the term of this Agreement pursuant to Article III of this Agreement, this Agreement may only be terminated by and upon the express written consent of the parties.

22.5 Except as otherwise specifically provided in this Agreement or in any of the documents incorporated herein, any real or personal property acquired by a party, or by the parties jointly, pursuant to this Agreement or in conjunction with the Project shall be acquired and held, and disposed of by such party upon termination of this Agreement as agreed among the parties or as otherwise required by applicable local, state and federal law.

ARTICLE XXIII. LIMITED OBLIGATIONS

Any obligations of the parties to pay money or incur costs under this Agreement shall be subject to appropriation of sufficient funds for such purpose to the extent such payments or incurrence of costs fall outside of the present fiscal year or exceed amounts budgeted and available therefor in the budget for the present fiscal year. Except as otherwise provided herein, this Agreement shall not be construed to obligate either party to make financial contributions toward the Project. It is not the intention of the parties to create, and no obligations of the parties

hereunder shall be construed as creating or constituting, debt within the meaning of Article XIV, Section 3 of the Utah Constitution.

ARTICLE XXIV. ETHICAL STANDARDS

UTA represents that it has not: (a) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (c) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

ARTICLE XXV. INCORPORATION OF EXHIBITS

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

25.1Exhibit A – Project Alignment and Station Locations.

25.2Exhibit B – Sixty Five Percent (65%) Design Drawings.

25.3Exhibit C – Project Budget.

25.4Exhibit D – Project Schedule.

25.5Exhibit E – Site Plan for the Intermodal Hub.

25.6Exhibit F – Public Way Use Agreement.

25.7Exhibit G – Reserved.

25.8Exhibit H – Special Warranty Deed for Intermodal Hub.

25.9Exhibit I – Assignment and Assumption Agreement for Greyhound Lease.

25.10Exhibit J – Assignment and Assumption Agreement for Amtrak Lease.

25.11Exhibit K – Master Development Plan for Intermodal Hub.

IN WITNESS WHEREFORE, the parties have each executed this Interlocal Agreement Regarding the Design and Construction of the Salt Lake City Intermodal Hub Connection to TRAX LRT Project as of the date first set forth above.

SALT LAKE CITY CORPORATION

UTAH TRANSIT AUTHORITY

By: _____
Ross C. Anderson, Mayor

By: _____
John M. English, General Manager

ATTEST AND COUNTERSIGN:

By: _____
Chief Deputy City Recorder

By: _____
Michael Allegra, Chief Capital Development Officer

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM AND LEGALITY:

Senior City Attorney

UTA Legal Counsel

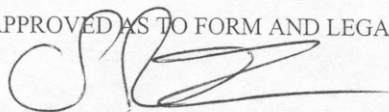
SALT LAKE CITY CORPORATION

By: _____
Ross C. Anderson, Mayor

ATTEST AND COUNTERSIGN:

By: _____
Chief Deputy City Recorder

APPROVED AS TO FORM AND LEGALITY:



City Attorney *March 31, 2006*

UTAH TRANSIT AUTHORITY

By: _____
John M. English, General Manager

By: _____
Michael Allegra, Chief Capital Development
Officer

APPROVED AS TO FORM AND LEGALITY:

UTA Legal Counsel

Exhibit A – Project Alignment and Station Locations

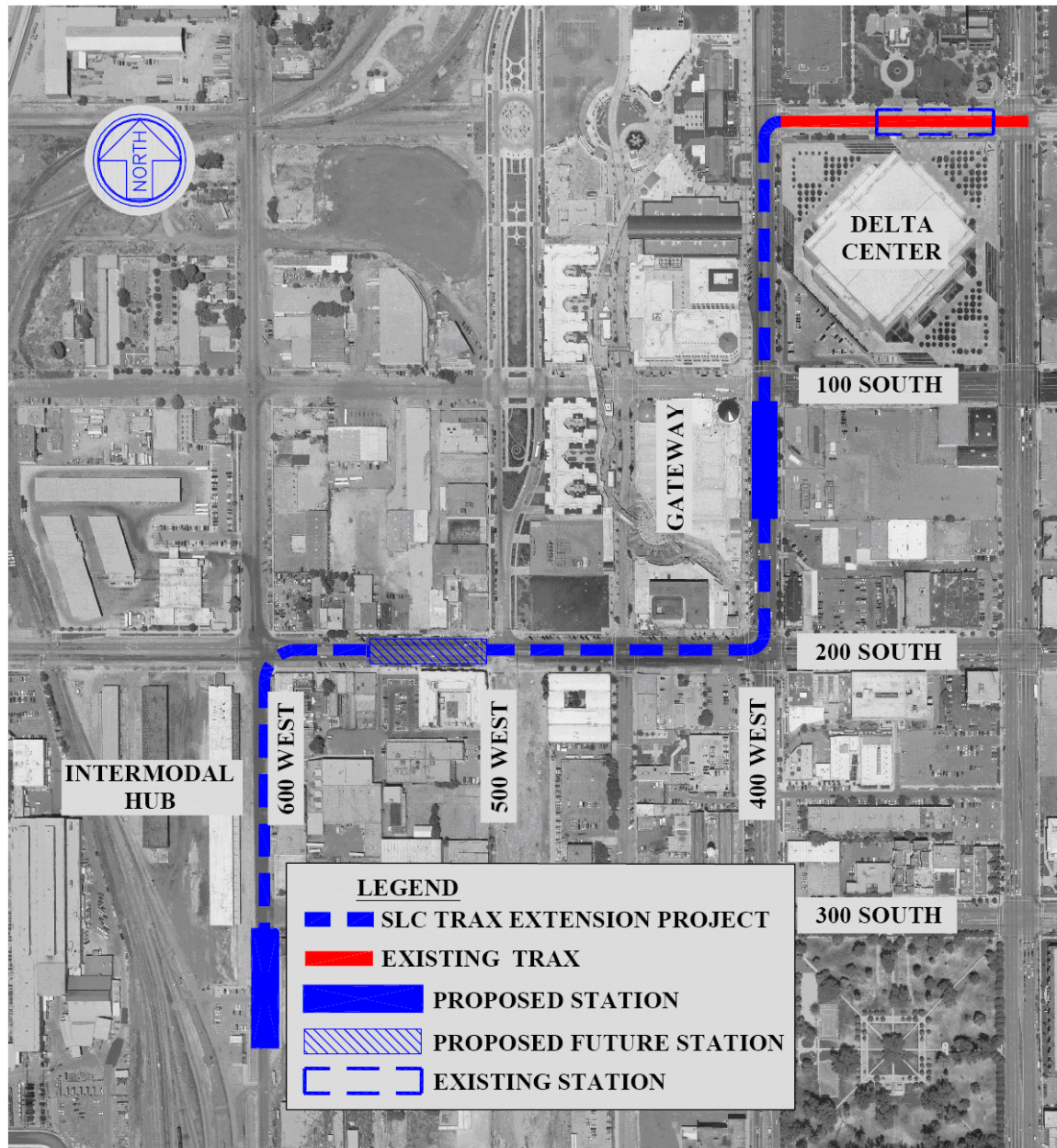


Exhibit B – Sixty Five Percent (65%) Design Drawings

The March 2006 65% Engineering Plans for SLC Intermodal Hub Connection to TRAX Project, prepared by Parsons Transportation Group, are hereby incorporated by reference and are made a part of this Agreement as if fully included herein.

Exhibit C – Project Budget

TRAX SEGMENT	TOTAL	UTA	SLC
400 W	\$11,340,000	\$8,660,000	\$2,680,000
200 S	\$9,410,000	\$5,210,000	\$4,200,000
600 W	\$11,250,000	\$9,680,000	\$1,570,000
Total	\$32,000,000	\$23,550,000	\$8,450,000

Exhibit D – Project Schedule

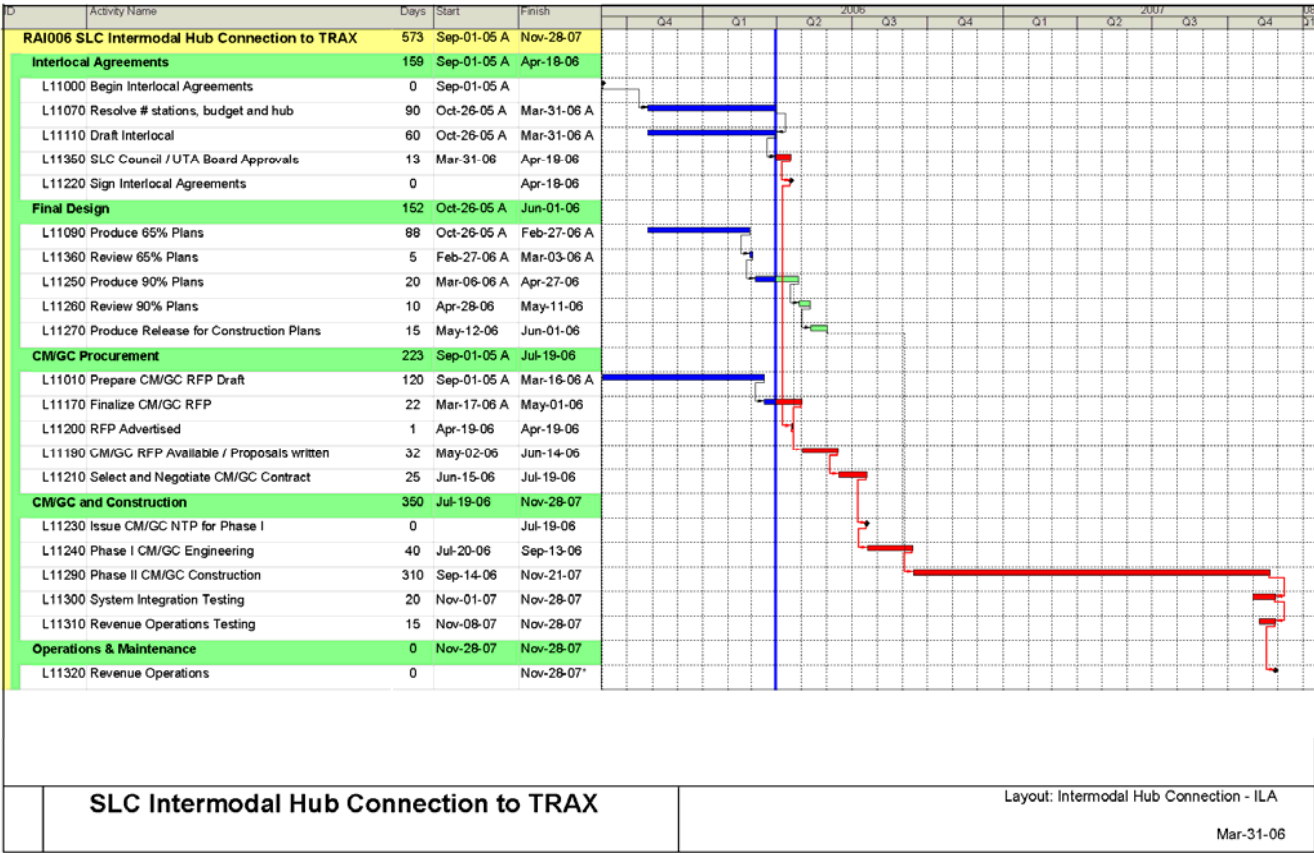
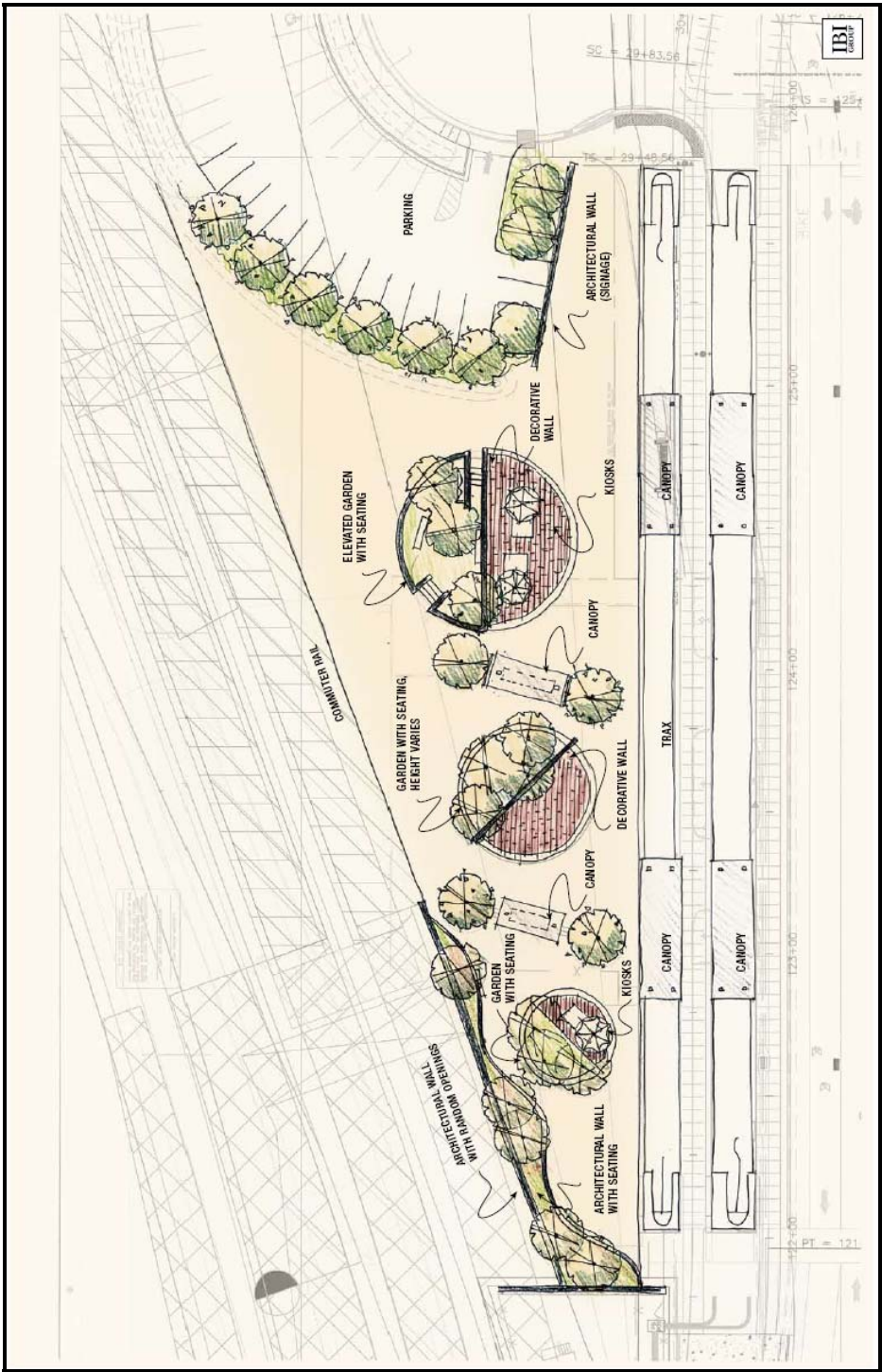


Exhibit E – Site Plan for the Intermodal Hub



**SALT LAKE CITY INTERMODAL HUB
CONCEPTUAL TRANSIT PLAZA PLAN (3/30/06)**

Exhibit F – Public Way Use Agreement

THIS PUBLIC WAY USE AGREEMENT (INTERMODAL HUB CONNECTION) (the “Agreement”) is hereby entered the ___ day of _____ 2006 by and between UTAH TRANSIT AUTHORITY ("UTA"), a public transit district and political subdivision of the State of Utah, and SALT LAKE CITY CORPORATION, a municipal corporation and political subdivision of the State of Utah (the “City”). UTA and the City are hereafter sometimes collectively referred to “parties” and either may be referred to individually as “party,” all as governed by the context in which such words are used.

RECITALS

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

WHEREAS, UTA proposes to occupy and use a portion of such City streets and appurtenant property for the construction, operation and maintenance of a six-block extension to the UTA TRAX light rail system from the Delta Center Station to the Salt Lake City Intermodal Terminal; and

WHEREAS, the City has agreed in that certain Interlocal Agreement Regarding the Design and Construction of the Salt Lake City Intermodal Hub Terminal to TRAX LRT Project ("LRT Agreement"), dated as of the date hereof and by and between the City and UTA, to enter into this Agreement for the purpose of authorizing UTA to use certain City streets in connection with the light rail system along the alignment described herein; and

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

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and in the LRT Agreement, and other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

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

“City Property” means all real property, including streets and other improvements thereto, which is owned or controlled by the City.

“CM/GC Contract” means the contract to be entered between UTA and the contractor selected to oversee the construction of the System, all as set forth in the LRT Agreement.

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

“Final Design Drawings” means the plans for the System as approved by the parties pursuant to the LRT Agreement.

“Force Majeure” means any event which: (i) causes UTA to be unable to exercise the UTA Use Rights provided for hereunder; and (ii) is outside the reasonable control of UTA and could not be avoided by UTA through the exercise of due care. Force Majeure events include, without limitation: earthquakes, fires, floods, tornadoes, wars, labor strikes or similar accidents, disputes or similar events.

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

“LRT Agreement” means that certain Interlocal Agreement Regarding the Design and Construction of the Salt Lake City Intermodal Hub Terminal to TRAX LRT Project entered by and between the City and UTA, dated as of the date hereof, which document sets forth the terms and conditions pursuant to which the System will be designed and constructed.

“Occupied City Property” means City property to be physically occupied by System facilities in accordance with this Agreement and pursuant to the Final Design Drawings.

“Project” means the planning, design, financing, construction and installation of the System as set forth in the LRT Agreement.

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

“System” means the six-block extension of the existing UTA TRAX light rail system from the Delta Center Station to the Salt Lake City Intermodal Terminal, including all tracks, stations, cars, conduits, electrical lines, traction power poles, traction power substations, cross-span wires, LRT traffic equipment, stray-current protection equipment, and other functionally related and appurtenant equipment and facilities.

“System Alignment” means the alignment for the System agreed to between the parties as identified in Exhibit A of the LRT Agreement.

“System Corridor” means all land located generally in and adjacent to City streets along the System alignment.

“UTA Use Rights” means the right to use the City Property, as granted to UTA by this Agreement.

SECTION 2. UTA Use of City Property.

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

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

(c) UTA acknowledges that: (i) the City has previously granted franchises affecting the City Property; and (ii) no right of action in favor of UTA and against the City relating in any way to the existence of utility lines or facilities pursuant to such franchises, or for damages of any kind against the City relating to such franchises or lines and facilities or the existence of said franchises or franchised lines or equipment, shall arise or be deemed to arise from this Agreement. UTA and the City agree that, as between them, matters of relocation of private utility lines under existing franchises will be governed and handled pursuant to the terms and provisions of 9.12 of the LRT Agreement dated _____. The City agrees that, except for renewals or extensions of existing franchises, and renewals or extensions of existing use rights, the City shall not hereafter grant franchises or use rights which materially interfere with UTA's construction, operation or maintenance of the System.

(d) The City makes no warranties, either express or implied, regarding the nature, extent or status of its title to the Property or within the System Corridor or the existence or non-existence of rights in third parties which may be superior to the UTA Use Rights. If UTA finds it necessary to acquire additional rights from third parties, the City shall have no obligation whatsoever to pay, or to reimburse UTA for the payment of, any costs related to such acquisition, or in connection with any litigation challenging UTA's use of City Property.

SECTION 3. Effective Date; Term.

(a) The UTA Use Rights granted herein shall not become operative until the Effective Date, which shall be the date on which the contract with the CM/GC is executed by UTA in accordance with the terms of the LRT Agreement.

(b) Beginning on the Effective Date, this Agreement and the UTA Use Rights herein granted shall be operative for an initial term of fifty (50) years. The initial term shall

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

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

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

(ii) UTA intentionally abandons the Occupied City Property, or disavows the UTA Use rights;

(iii) UTA shall discontinue use of the Occupied City Property for the provision of regular System service for a consecutive period of one year, provided any such discontinuation is not caused by Force Majeure; or

(iv) UTA is in default in the performance of any material covenant, term or condition contained in this Agreement, including any time frames set forth in the Agreement.

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

(d) The UTA Use Rights, including the right to use portions of the Occupied City Property, shall be subject to partial termination by written notice delivered to UTA prior to the end of the otherwise effective term hereof, if and to the extent that such rights are intentionally abandoned, or use of such portions of the Occupied City Property is discontinued for a consecutive period of one year (other than for reasons of Force Majeure).

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

(a) UTA agrees to construct, operate and maintain the System as set forth in the LRT Agreement and this Agreement.

(b) UTA agrees to provide regular System service to the general public within the System Corridor.

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

(a) Except as otherwise provided in subsection (b) below, the System shall be maintained or replaced, and all Occupied City Property shall be maintained or replaced, by UTA at UTA's expense. The System and Occupied City Property shall be reasonably maintained in a manner consistent with the Final Design Drawings, and as required by this Agreement, by applicable State or Federal law and by City ordinance. The portion of the Occupied City Property to be utilized by vehicular or pedestrian traffic shall be maintained by UTA as a smooth, safe and

consistent surface (except for rumble areas approved by the parties), free of depressions or obstructions and consistent with the grade of the public streets, all in a manner consistent with the Final Design Drawings. The System and the Occupied City Property shall, at all times, be maintained in a neat, clean and orderly condition. Without limiting the foregoing, UTA shall keep the Occupied City Property free of weeds, garbage, and unsightly or deleterious objects or structures, and shall keep the System and all Occupied City Property free from graffiti.

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

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

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

(e) For repair or maintenance work in City streets, UTA shall abide by the provisions of the City's Traffic Barricade Manual, as amended from time to time, except as preempted by Federal or State law. UTA shall prepare traffic control plans relating to repair and maintenance work, which shall be subject to City approval, and which shall be followed by UTA. The City may require repair and maintenance work to be done during off-peak traffic times to minimize business and traffic disruptions.

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

(g) If, in connection with the performance of any repair or maintenance work, UTA shall remove or damage any Public Facilities, UTA shall repair or replace such Public Facilities with the same or similar materials, if available, as reasonably required by the City, consistent with applicable Federal and State laws and regulations and to the satisfaction of the City.

(h) Repair and maintenance of the tracks and related system facilities shall be done, to the extent practicable, in a manner which avoids unnecessary impediment to the common and ordinary use of City streets by pedestrians and vehicles. The duration during which repair and maintenance equipment and repair and maintenance operations may block pedestrian or vehicular passage on the street shall be controlled by City ordinance and State law.

(i) UTA shall be responsible for all removed snow on Occupied City Property. UTA will be allowed to place and store snow removed from Occupied City Property in the same

places and in the same manner as the City stores snow removed from other areas of the streets. Snow removal will be closely coordinated with the City snow removal operations to ensure that City snow removal operations are not unduly hindered.

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

SECTION 6. Utilities.

(a) UTA agrees to pay, as long as the System is in place, all costs incurred by the City in connection with maintaining, repairing, replacing or connecting to City Lines, in excess of the costs which would have been incurred absent the System. UTA also agrees to pay, as long as the System is in place, all costs of repairing damage to City Lines to the extent such damage is caused by the System.

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

SECTION 7. Traffic Regulations. System vehicles traveling on City streets shall be subject to all generally applicable speed limits and other traffic control ordinances and regulations, consistent with State and Federal law. Nothing in this Section 6 shall be construed as

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

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

SECTION 9. Advertising. Neither UTA nor any private party shall use any fixed System facilities for purposes of advertising, without first obtaining City approval, which approval may be granted or withheld by the City in its sole and absolute discretion. Nothing in this Section 8 shall prevent UTA from advertising its public transportation services, or providing information regarding such services, such as maps, schedules or information kiosks, at stations and stops.

SECTION 10. No Public Forums. In recognition of the safety concerns associated with potentially crowded station platforms, substantial foot traffic, street traffic and System vehicle traffic, and the resulting need for crowd control and attention to surroundings, UTA agrees not to take any action or authorize any activity which would result in any Occupied City Property (including such property as shall be occupied by stations) being designated or recognized as a public forum. Furthermore, the City may establish and enforce policies prohibiting public speaking or other free speech activities on any Occupied City Property, including without limitation Occupied City Property occupied by stations, and may take such other action as may be necessary to prevent the designation or recognition of such Occupied City Property as public forums.

SECTION 11. Potential Extension of Free Fare Zone. The Parties acknowledge that UTA provides public transportation services free of charge in the downtown area circumscribed by, and including, 500 South, 400 West, North Temple and 200 East. As of the date this Agreement is executed, the parties are conducting a downtown transportation and transit study. The downtown transportation and transit study will address, among other items, certain

recommendations regarding a potential extension of the free fare zone. To the extent that the downtown transportation and transit study makes a recommendation that free public transportation services be extended to the Salt Lake City Intermodal Terminal, UTA agrees that its staff will forward this recommendation to UTA's Board of Trustees (the "Board"). The parties agree and acknowledge that all decisions regarding any extension of the free fare zone may only be made by the Board by separate resolution or agreement. Neither the Board's approval of this Agreement, nor its approval of the LRT Agreement, shall be construed as approving any extension of the current free fare zone.

SECTION 12. Special Events. The City agrees not to issue special event permits for public events which substantially interfere with the operation of the System within the System Corridor without the prior written consent of UTA.

SECTION 13. Design Approval.

(a) The City has design approval rights with respect to the Final Design Drawings, as set forth in the LRT Agreement. In addition to the design approval rights set forth in the LRT Agreement, UTA agrees that the City shall have the right to review and approve (such approval not to be withheld unreasonably), during the term of this Agreement, any design plans and specifications for future significant additions, changes and alterations to, and modifications and replacements of, any System facilities within the City. UTA agrees not to construct, install or otherwise make any such significant additions, changes, alterations, modifications or replacements without first obtaining design approval from the City.

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

constraints.

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

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

SECTION 16. UTA Indemnification of the City. UTA shall indemnify, defend and hold harmless the City, and its respective past, present and future employees (each an “Indemnified Party”), from and against all claims, demands, liens and all liability or damage of whatever kind, including attorneys’ fees and expenses of dispute resolution (including expert witness fees and investigative expenses), arising out of or by reason of any acts, errors or omissions: (a) related to the exercise of the UTA Use Rights after Project design and construction; (b) related to UTA’s breach of any material provision of this Agreement; or (c) related to UTA’s failure to comply with any federal, state, or local environmental laws or regulations in the operation of the System. This provision shall not impact, reduce or modify any indemnification provision related to the design and construction of the System as set forth in the LRT Agreement. These indemnification provisions shall survive the termination of this Agreement.

SECTION 17. Duty to Restore. Upon the expiration of this Agreement, or earlier termination or partial termination of the UTA Use Rights and/or this Agreement pursuant to Section 3 hereof, all System improvements located on Occupied City Property as to which UTA Use Rights have been terminated shall, at the option of the City, be removed, and the Occupied City Property shall be restored to a condition consistent with the then current condition of adjoining streets or other public facilities with respect to grade, appearance, quality, finish and

type of construction, at the sole cost and expense of UTA. Restoration shall be performed within ninety (90) days of such expiration or termination, or such longer period as shall be required by the nature of the work and agreed to by the City. If UTA fails to restore the Occupied City Property, the City may perform such work after thirty (30) days prior written notice to UTA, and UTA hereby agrees to pay all costs of the City in connection with such work, including any collection costs and attorney's fees.

SECTION 18. Notice. Any notice, demand, request, consent, submission, approval, designation or other communication which either party is required or desires to give under this Agreement shall be made in writing and mailed to the other parties at the addresses set forth below or at such other addresses as the parties may provide in writing from time to time. Such notices shall be hand delivered, mailed (by first-class mail, postage prepaid) or delivered by courier service as follows:

If to the City:
Salt Lake City Corporation
Attn: Salt Lake City Mayor
City & County Building
451 South State Street, Room 306
Salt Lake City, Utah 84111

With a Copy to
Salt Lake City Attorney's Office
City & County Building
451 South State Street, Room 505A
Salt Lake City, Utah 84111

If to UTA
Utah Transit Authority
Attn: General Manager
3600 South 700 West
Salt Lake City, Utah 84119

With a Copy to
Utah Transit Authority
Attn: General Counsel's Office
3600 South 700 West
Salt Lake City, Utah 84119

SECTION 19. Amendment. This Agreement may be modified or amended only by a written instrument executed by the parties and/or all their successors, as applicable.

SECTION 20. Police Powers. Each party acknowledges the right vested in the other pursuant to general law to exercise its police powers for the protection of the health, safety and welfare of its citizens/passengers and their properties. Nothing in this Agreement shall be construed as precluding either party from exercising such powers in connection with the System,

except with respect to matters specifically addressed in this Agreement, and then only to the extent of the express terms of this Agreement.

SECTION 21. Default. Either party shall be deemed in default under this Agreement upon the failure of such party to observe or perform any covenant, condition or agreement on its part to be observed or performed hereunder, and the continuance of such failure for a period of ninety (90) days after the giving of written notice by the other party, which notice shall specify such failure and request that it be remedied, unless the party giving such notice shall agree in writing to an extension of such time period prior to its expiration; provided, however, that if the failure stated in such notice cannot be corrected within the applicable period, it shall not give rise to a default hereunder if corrective action is instituted within the applicable period and diligently pursued until such failure is corrected. In the event of a default hereunder, the non-defaulting party shall have a breach of contract claim and remedy against the other in addition to any other remedy provided or permitted by law, provided that no remedy which would have the effect of amending any provisions of this Agreement shall become effective without the formal amendment of this Agreement. In the event of any dispute with respect to any of the covenants or agreements contained herein, the prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement or its provisions, and in pursuing any remedy provided by this Agreement or the laws of the State of Utah or the United States, whether such remedy is pursued by filing a suit or otherwise.

SECTION 22. Dispute Resolution. Any dispute regarding the meaning of any provision of this Agreement or the determination of an issue of fact, and which is not resolved by staff, shall be referred to the General Manager of UTA and the City's Mayor. Prior to the initiation of any formal legal action, such individuals shall engage in good faith negotiations aimed at reaching an amicable solution of the dispute that is consistent with this Agreement and with the LRT Agreement. If, after good faith negotiations, a dispute cannot be resolved by such

individuals, such dispute may then be brought before a court of competent jurisdiction in Salt Lake County.

SECTION 23. Interlocal Co-operation Act Requirements. In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the parties agree as follows:

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

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

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

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

(e) Except as otherwise specifically provided in this Agreement, any real or personal property acquired by either party, or by the parties jointly, pursuant to this Agreement or in conjunction with the Project shall be acquired and held, and disposed of by such party upon termination of this Agreement as agreed among the parties or as otherwise required by applicable local, State and Federal law.

SECTION 24. Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Utah.

SECTION 25. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and no statement, promises or inducements made by either party or agents or either party that are not contained in this Agreement shall be binding or valid, and this Agreement may not be enlarged, modified or altered except through a written instrument which is signed by all parties. To the extent of any

conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.

SECTION 26. Non-Waiver. No covenant or condition of this Agreement may be waived by any party, unless done so in writing. Forbearance or indulgence by any party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other.

SECTION 27. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 28. Binding Agreement. This Agreement shall be binding upon all of the assigns, grantees and successors in interest to each of the parties, and shall remain in full force and effect until amended as provided herein.

SECTION 29. Further Assurances. The parties hereto shall execute such other documents and take such other actions as may be reasonably necessary or proper to achieve the intent and purposes hereof.

SECTION 30. Ethical Standards. UTA represents that it has not: (a) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (c) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

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

SALT LAKE CITY CORPORATION

UTAH TRANSIT AUTHORITY

By: _____
Ross C. Anderson, Mayor

By: _____
John M. Inglish, General Manager

ATTEST AND COUNTERSIGN:

By: _____
Chief Deputy City Recorder

By: _____
Michael Allegra, Chief Capital Development Officer

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM AND LEGALITY:

Senior City Attorney

UTA Legal Counsel

STATE OF UTAH)
 : ss
County of Salt Lake)

On the __ day of _____, 2006, personally appeared before me Ross C. Anderson and _____, who being by me duly sworn did say that they are the Mayor and Chief Deputy Recorder, respectively, of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah; and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its City Council; and said persons acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

STATE OF UTAH)
 : ss
County of Salt Lake)

On the __ day of _____, 2006, personally appeared before me John M. Inglish and Michael Allegra, who being by me duly sworn did say that they are the General Manager and Chief Capital Development Officer, respectively, of UTAH TRANSIT AUTHORITY, a public transit district and political subdivision of the State of Utah; and that the foregoing instrument was signed on behalf of said public transit district by authority of a resolution of its Board of Trustees and said persons acknowledged to me that said public transit district executed the same.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

Exhibit G – Reserved

Exhibit I – Assignment and Assumption Agreement for Greyhound Lease

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

This Assignment, Assumption and Consent Agreement (“Agreement”) is hereby entered into this ___ day of _____ 2006 by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”), Salt Lake City Corporation, a municipal corporation and political subdivision of the State of Utah (the “City”), and Greyhound Lines, Inc., a corporation organized under the laws of the Delaware (“Greyhound”). UTA, the City and Greyhound are hereafter collectively referred to as the “parties” and any of the foregoing may be individually referred to as “party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS, the City and Greyhound entered into a *MONTH, DATE*, 2005 Lease Agreement (hereafter collectively the “Lease”);

WHEREAS, the Lease provided for Greyhound’s lease of exclusive and common areas for a bus maintenance and passenger station facility at the Salt Lake City Intermodal Terminal, located at approximately 600 West 300 South in Downtown Salt Lake City (the “Intermodal Hub”);

WHEREAS, effective the date of this Agreement, the City has conveyed the Intermodal Hub (including the real estate subject to the Lease) and the underlying real estate to UTA;

WHEREAS, the City is willing to assign and delegate all rights and obligations under the Lease, and UTA is willing to accept and assume all such rights and obligations; and

WHEREAS, although not required under the Lease, Greyhound consents to the assignment described herein.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and Lease hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Assignment and Assumption. The City hereby assigns and delegates and UTA hereby accepts and assumes all rights and obligations of the City under the Lease. The Assignment shall be effective as of the date set forth above. Hereafter, UTA shall be solely responsible for all obligations and requirements allocated to the City under the Lease, and UTA shall be the sole beneficiary of all rights and obligations allocated to Greyhound under the Lease. Greyhound hereby releases the City from all obligations and liability accruing under the Lease.
2. Consent to Assignment. Greyhound hereby consents to the assignment of the Lease as set forth in this Agreement.

3. Payment of Rent and Other Obligations. Any rent payments or other obligations payable by Greyhound under the Lease shall be delivered in accordance with the Agreements and to the following address:

Utah Transit Authority
Attn: Property Administrator – Intermodal Hub
3600 South 700 West
P.O. Box 30810
Salt Lake City, Utah 84130-0810

4. Notices. Any notices or other communications deliverable by Greyhound under the Lease shall be provided in accordance with the Agreements to the following addresses:

Utah Transit Authority
Attn: Deputy Chief – Asset Management and Business Development
3600 South 700 West
P.O. Box 30810
Salt Lake City, Utah 84130-0810

With a Copy to:

Utah Transit Authority
Attn: General Counsel
3600 South 700 West
P.O. Box 30810
Salt Lake City, Utah 84130-0810

5. Ethical Standards. UTA represents that it has not: (a) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (c) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.
6. Other Provisions. Except as specially amended by this Agreement, all terms, conditions and provisions of the Lease shall continue unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date first herein written.

UTA

THE CITY

UTAH TRANSIT AUTHORITY

SALT LAKE CITY CORPORATION

By: _____
John English, General Manager

By: _____
Ross C. Anderson, Mayor

By: _____
Michael Allegra, Chief Capital Development Officer

ATTEST AND COUNTERSIGN:

By: _____
Chief Deputy City Recorder

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO FORM AND LEGALITY:

UTA General Counsel's Office

Senior City Attorney

GREYHOUND LINES, INC

By: _____
Stephen Gorman
President and Chief Executive Officer

Exhibit J – Assignment and Assumption Agreement for Amtrak Lease

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

This Assignment, Assumption and Consent Agreement (“Agreement”) is hereby entered into this __ day of _____ 2006 by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”), Salt Lake City Corporation, a municipal corporation and political subdivision of the State of Utah (the “City”), and National Railroad Passenger Corporation, a corporation organized under the laws of the District of Columbia (“Amtrak”). UTA, the City and Amtrak are hereafter collectively referred to as the “parties” and any of the foregoing may be individually referred to as “party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS, the City and Amtrak entered into a November 2, 1999 development agreement and a November 2, 1999 lease agreement (hereafter collectively the “Intermodal Agreements”);

WHEREAS, the Intermodal Agreements provided for the relocation of Amtrak’s passenger rail station and rail improvements to the Salt Lake City Intermodal Terminal located at approximately 600 West 300 South in Downtown Salt Lake City (the “Intermodal Hub”);

WHEREAS, the Intermodal Agreements provided for the lease of approximately ____ acres of real property for the development passenger platforms, parking improvements and trackage;

WHEREAS, the Intermodal Agreements provided for the installation of a temporary, modular building to be used by Amtrak until the completion of the permanent Amtrak improvements as contemplated by Exhibit A of the development agreement;

WHEREAS, the Intermodal Agreements provided for the development of permanent Amtrak improvements in conjunction with the development of UTA’s commuter rail and light rail facilities at the Intermodal Hub;

WHEREAS, effective the date of this Agreement, the City has conveyed the Intermodal Hub (including the real estate subject to the Intermodal Agreements) and the underlying real estate to UTA;

WHEREAS, the City is willing to assign and delegate all rights and obligations under the Intermodal Agreements, and UTA is willing to accept and assume all such rights and obligations; and

WHEREAS, Amtrak consents to the assignment described herein.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and Intermodal Agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable

consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Assignment and Assumption. The City hereby assigns and delegates, and UTA hereby accepts and assumes, all rights and obligations of the City under the Intermodal Agreements. The Assignment shall be effective as of the date set forth above. Hereafter, UTA shall be solely responsible for all obligations and requirements allocated to the City under the Intermodal Agreements, and UTA shall be the sole beneficiary of all rights and obligations allocated to Amtrak under the Intermodal Agreements. Amtrak hereby releases the City from all obligations and liability accruing under the Intermodal Agreements.
2. Consent to Assignment. Amtrak hereby consents to the assignment of the Intermodal Agreements as set forth in this Agreement.
3. Payment of Rent and Other Obligations. Any rent payments or other obligations payable by Amtrak under the Intermodal Agreements shall be delivered in accordance with the Agreements and to the following address:

Utah Transit Authority
Attn: Property Administrator – Intermodal Hub
3600 South 700 West
P.O. Box 30810
Salt Lake City, Utah 84130-0810

4. Notices. Any notices or other communications deliverable by Amtrak under the Intermodal Agreements shall be provided in accordance with the Agreements to the following addresses:

Utah Transit Authority
Attn: Deputy Chief – Asset Management and Business Development
3600 South 700 West
P.O. Box 30810
Salt Lake City, Utah 84130-0810

With a Copy to:

Utah Transit Authority
Attn: General Counsel
3600 South 700 West
P.O. Box 30810
Salt Lake City, Utah 84130-0810

5. Ethical Standards. UTA represents that it has not: (a) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (c) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or

employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

6. Other Provisions. Except as specially amended by this Agreement, all terms, conditions and provisions of the Intermodal Agreements shall continue unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date first herein written.

UTA

THE CITY

UTAH TRANSIT AUTHORITY

SALT LAKE CITY CORPORATION

By: _____
John English, General Manager

By: _____
Ross C. Anderson, Mayor

By: _____
Michael Allegra, Chief Capital Development Officer

ATTEST AND COUNTERSIGN:

By: _____
Chief Deputy City Recorder

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO FORM AND LEGALITY:

UTA General Counsel's Office

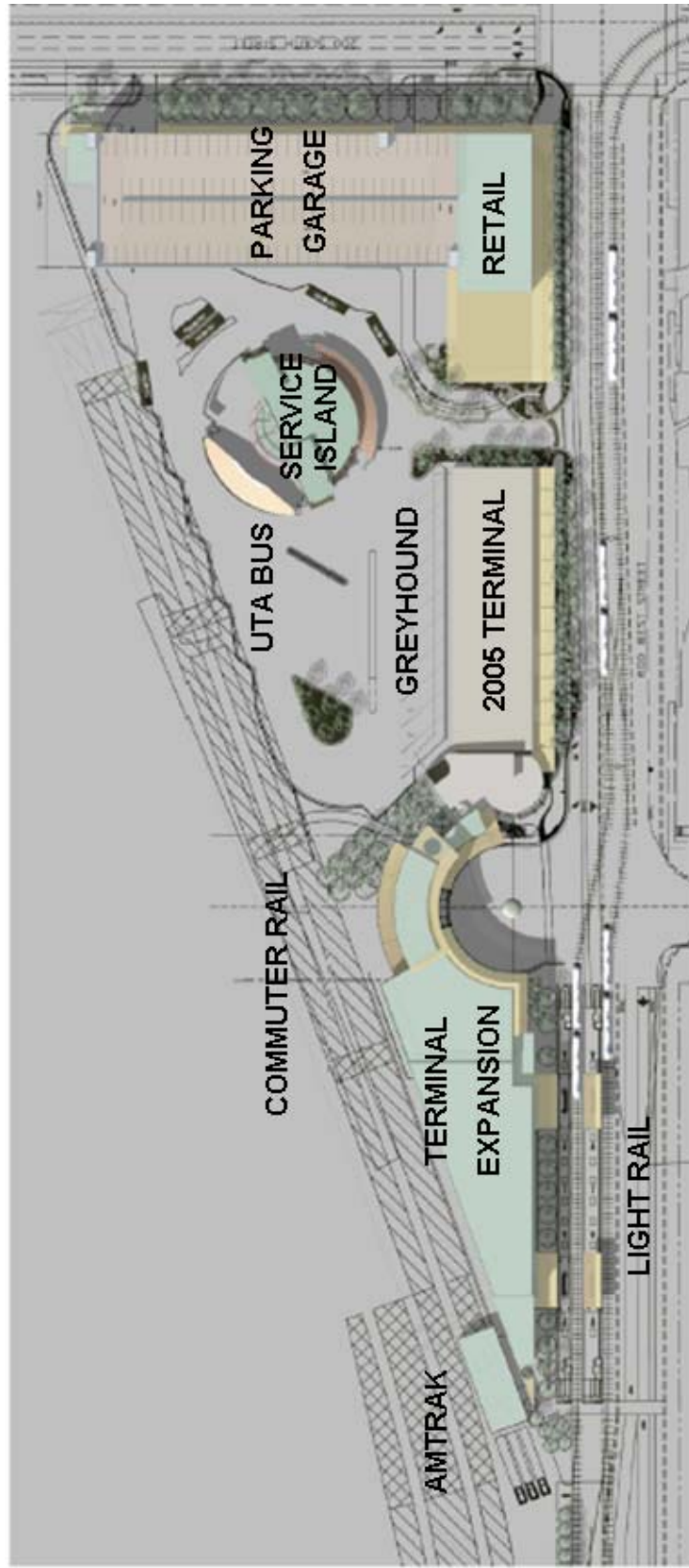
Senior City Attorney

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Lee W. Bullock
President, Amtrak Intercity

Exhibit K – Site Development Plan for Intermodal Hub

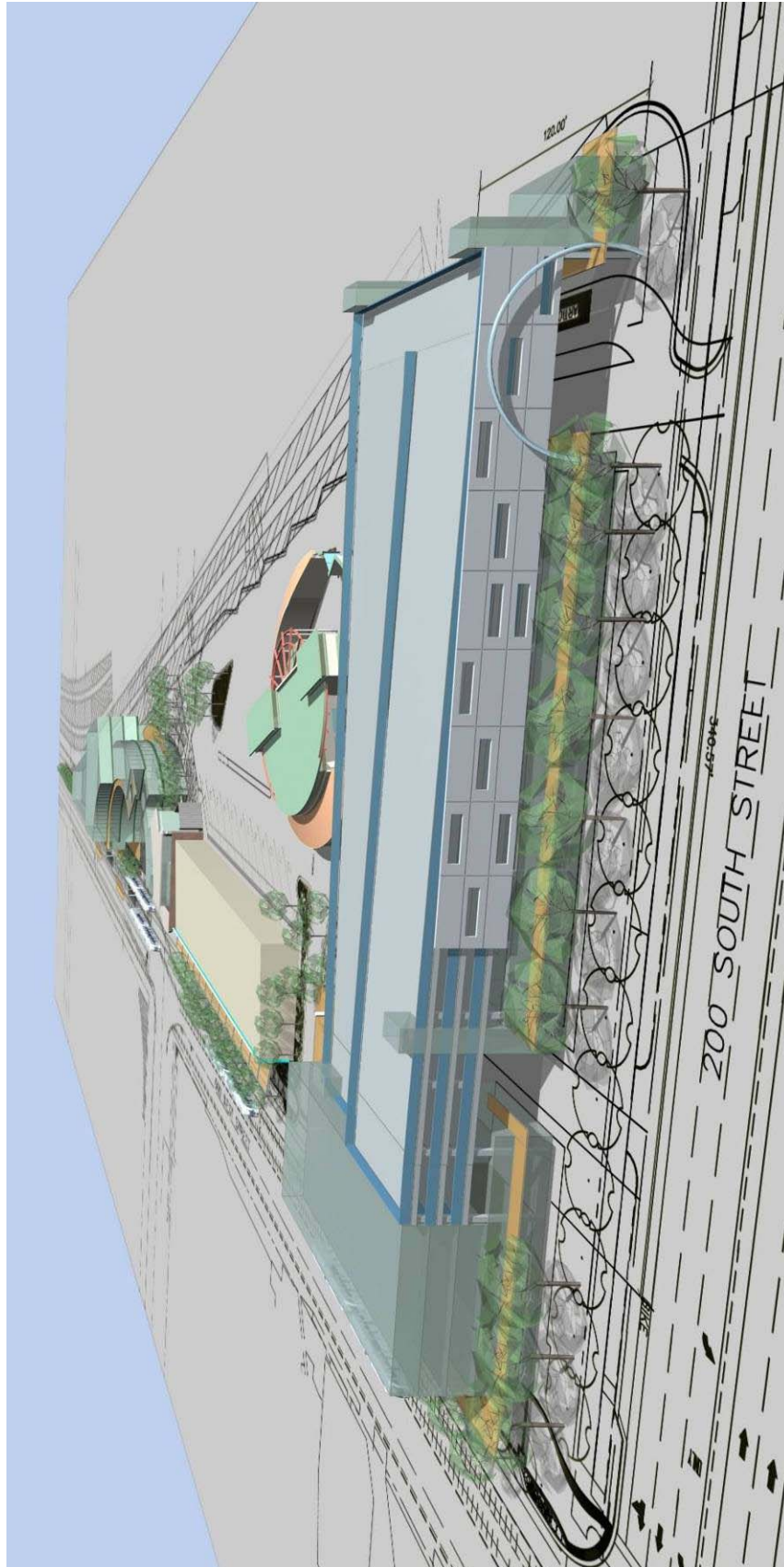




Site Plan - Hub Expansion



East Elevation - Hub Expansion



INTERLOCAL AGREEMENT REGARDING

THE DESIGN AND CONSTRUCTION OF

THE SALT LAKE CITY INTERMODAL TERMINAL

CONNECTION TO TRAX LRT PROJECT

BETWEEN SALT LAKE CITY CORPORATION

AND UTAH TRANSIT AUTHORITY

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THIS INTERLOCAL AGREEMENT REGARDING THE DESIGN AND CONSTRUCTION OF THE SALT LAKE CITY INTERMODAL TERMINAL CONNECTION TO TRAX LRT PROJECT (~~the~~this “Agreement”), is entered this ____ day of _____ 2006, by and between SALT LAKE CITY CORPORATION, a municipal corporation and political subdivision of the State of Utah (the “City”), and UTAH TRANSIT AUTHORITY, a public transit district and political subdivision of the State of Utah (“UTA”). The City and UTA are hereafter sometimes collectively referred to as “parties” and either may be referred to individually as “party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS, UTA owns and operates a light rail public transportation system (the “TRAX System”) within Salt Lake County, all segments of which currently extend to 350 West South Temple Street (the “Delta Center Station”) in Downtown Salt Lake City;

WHEREAS, UTA is constructing a high-speed commuter rail passenger system (the “Commuter Rail System”), the initial phase of which will extend from Weber County in the north to the Salt Lake City Intermodal ~~Terminal~~Hub (the “Intermodal Hub”) at approximately 600 West and 300 South in Downtown Salt Lake City;

WHEREAS, the City has substantially completed construction of ~~the initial Pphases I and H~~the initial Pphases I and H of the Intermodal Hub utilizing City funding, with partial federal reimbursements provided through UTA;

WHEREAS, in order to connect the Commuter Rail System with the ~~Salt Lake City’s~~Salt Lake City’s Central Business District, to stimulate growth and development adjacent to the Intermodal Hub, to redevelop a “blighted” area that is part of the Depot District and Central Business District redevelopment project areas, to physically connect the Commuter Rail System to the TRAX System, and to increase the convenience and usage of public transportation within ~~Downtown~~downtown Salt Lake City, the parties are cooperating to extend the TRAX System six (6) blocks from the ~~Intermodal Hub to the~~Intermodal Hub ~~to the Intermodal Hub~~ (the rail, roadway and

utilities, and all design, construction and other work related thereto, are hereafter referred to as the “Project”);

WHEREAS, the City has retained a consultant to perform the design work for the Project;

WHEREAS, UTA will retain a construction manager/general contractor to oversee and/or perform the construction work for the Project;

WHEREAS, the parties will each bear a portion of the Project costs as outlined in this Agreement;

WHEREAS, the Project will be constructed within public right-of-way owned by the City and will require the modification of City-owned roadways and roadway improvements;

WHEREAS, the Project will require the protection, modification or relocation of public utilities owned by the City;

WHEREAS, in connection with the development of Commuter Rail System and TRAX System improvements at the Intermodal Hub, the City will transfer ownership of the Intermodal Hub to UTA;

WHEREAS, there is an existing August 25, 1999 Interlocal Agreement ~~entered~~ between the parties and the parties intend that, unless specifically identified in this Agreement, all existing and prospective obligations under that Interlocal Agreement shall be superseded by this Agreement;

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

WHEREAS, the parties wish to enter this Agreement in order to identify and confirm their mutual agreements regarding the numerous issues related to the Project.

AGREEMENT

NOW, THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

ARTICLE I. DEFINITIONS

In addition to other terms that may be defined throughout this Agreement, the following capitalized terms shall have the meanings indicated below:

1.1 “Amtrak” means the National Railroad Passenger Corporation, which operates a passenger station and train servicing facility at the Intermodal Hub.

1.2 “Amtrak lease” shall mean collectively, the Agreement between Salt Lake City Corporation and National Railroad Passenger Corporation, dated November 2, 1999, and the Lease Agreement entered into between Amtrak and the City pursuant thereto.

1.21.3 “Art in Transit” means the incorporation of artwork into public transit facilities in accordance with Federal Transit Administration Circular 9400.1A.

1.31.4 “Change” means any deletion, addition or other modification to the Project scope made after both the execution of the CM/GC Contract and the establishment of the GMP, which deletion, addition or modification results in a claim for a change order under the CM/GC Contract.

1.41.5 “City” means Salt Lake City Corporation, a municipal corporation and political subdivision of the State of Utah.

1.51.6 “City Representative” means the person so designated pursuant to Section 7.4 of this Agreement.

~~1.6~~1.7 “City Right-of-Way” means those portions of 400 West Street, 200 South Street and 600 West Street that are owned by the City and will be occupied by TRAX System improvements as shown on Exhibit A to this Agreement.

~~1.7~~1.8 “CM/GC” means the construction manager/general contractor with whom UTA will contract to: (a) coordinate with the Consultant during final design; (b) provide preconstruction value engineering and constructability reviews; (c) prepare Traffic and Staging Plans and Public Outreach Plans (as such terms are defined in Article IX of this Agreement) for review by the parties; (d) construct those portions of the Project to be self-performed by the CM/GC; (e) procure, manage and oversee those portions of the Project to be subcontracted; and (f) negotiate and establish a GMP for the Project as identified in the CM/GC Contract.

~~1.8~~1.9 “CM/GC Contract” means the contract UTA will execute with the CM/GC.

~~1.9~~1.10 “Commuter Rail System” means the 44-mile commuter rail passenger line currently under construction and extending from Pleasant View City to the Intermodal Hub, and includes any future extensions, additions or modifications to such commuter rail line.

~~1.10~~1.11 “Construction Submittals” means all construction schedules, construction staging plans, utility shutdown plans, Traffic and Staging Plans and Public Outreach Plans (as such terms are defined in Article IX of this Agreement), QA/QC plans, fabrication drawings, approved equals requests, value engineering proposals, product and test data and other deliverables that are provided by the CM/GC from time to time for review, approval or comment pursuant to the CM/GC Contract.

~~1.11~~1.12 “Consultant” means the design consultant with whom the City has contracted to provide preliminary engineering and final design services, construction engineering and administration services, cost estimating and similar work for the Project.

~~1.12~~1.13 “Consultant Contract” means the contract the City has entered with the Consultant.

~~1.13~~1.14 “Delta Center Station” means the existing light rail station located at approximately 350 West South Temple Street.

~~1.14~~1.15 “Design Submittals” means all interim drawings, specifications, basis of design documents, design assumptions, “over-the-shoulder” review items or other matters that are submitted by the Consultant from time to time for review, comment or determination in the preparation of 90% Design Drawings and Final Design Drawings.

~~1.15~~1.16 “Final Design Drawings” means the final set of drawings, specifications and cost estimates sealed by the design engineer of record for the Project and prepared to conform with the GMP for the Project.

~~1.16~~1.17 “FTA” means the Federal Transit Administration, the public transportation modal administration for the United States Department of Transportation.

~~1.17~~1.18 “GMP” means the “not to exceed price” to be paid to the CM/GC for the performance of construction and other work related to the Project.

~~1.19~~ “Greyhound” means Greyhound Lines Inc., which operates a passenger station and bus maintenance facility at the Intermodal Hub.

~~1.18~~1.20 “Indemnified Party” has the meaning set forth in Article XIII of this Agreement.

~~1.19~~1.21 “Indemnifying Party” has the meaning set forth in Article XIII of this Agreement.

~~1.20~~1.22 “Intermodal Hub” means the Salt Lake City Intermodal Terminal constructed by the City with funding provided (or to be provided) in part by an FTA grant and including (or to include): (a) Greyhound facilities; (b) Amtrak facilities; (c) UTA bus facilities; (d) TRAX System facilities; (e) Commuter Rail System facilities; and (f) other improvements and facilities constructed from time to time.

~~1.21~~ “Greyhound” means Greyhound Lines Inc., which operates a passenger station and bus maintenance facility at the Intermodal Hub.

1.221.23 “Ninety Percent (90%) Design Drawings” means the set of drawings, specifications and cost estimates for the Project at 90% completion. “Ninety Percent (90%) Design Drawings” also means any additional deliverables that the Consultant is required to provide for the “Final Design Phase” pursuant to the Consultant Contract

1.231.24 “Performance Specifications” has the meaning set forth in Article V of this Agreement.

1.241.25 “Project” means the design, construction, systems integration, startup testing and other work necessary for the connection of the Intermodal Hub to the TRAX System.

1.251.26 “Project Budget” means the total amount allocated to the Project by the parties under this Agreement through local funds and anticipated federal grants, based on current cost estimates. The Project Budget is attached as Exhibit C ~~of~~ to this Agreement.

1.261.27 “Project Integration Team” means the committee comprised of representatives from each party, which committee is responsible for reviewing relevant Project matters for the parties. The composition of the Project Integration Team is set forth in Section 7.1 of this Agreement.

1.271.28 “Project Policy Team” means the dispute resolution and policy setting committee created pursuant to Section 7.5 of this Agreement.

1.281.29 “Project Schedule” means the proposed completion dates for Project milestones attached as Exhibit D to this Agreement.

1.291.30 “RDA” means the Redevelopment Agency of Salt Lake City, a body corporate and politic of the State of Utah.

1.301.31 “RFP” has the meaning set forth in Section 9.1 of this Agreement.

1.311.32 “Sixty Five Percent (65%) Design Drawings” means the set of drawings, specifications and cost estimates for the Project at 65% completion, which were prepared by the Consultant prior to the execution of this Agreement and which constitute the baseline for the

Project scope and the Project Budget. The Sixty Five Percent (65%) Design Drawings are attached as Exhibit B ~~of~~to this Agreement.

1.321.33 “TRAX System” means the current Sandy and University TRAX Lines operated by UTA and includes any future projects, extensions, additions or modifications to such light rail lines. Upon completion of the Project, the term TRAX System shall include the six-block extension to the Intermodal Hub.

1.331.34 “UTA” means the Utah Transit Authority, a public transit district and political subdivision of the State of Utah.

1.341.35 “UTA Representative” means the person so designated pursuant to Section 7.3 of this Agreement.

ARTICLE II. STATUS OF PROJECT; PURPOSE OF AGREEMENT

2.1 Prior to the execution of this Agreement, the City retained the Consultant to prepare 65% Design Drawings, 90% Design Drawings and Final Design Drawings for the Project. The 65% Design Drawings have been accepted and approved by both parties and form the baseline for the Project scope and the Project Budget. The City has authorized the Consultant to proceed with final design of the Project. While the City will be the contracting party with respect to the Consultant Contract, the rail improvements constructed pursuant to the Project will ultimately be accepted, owned, operated and maintained by UTA as part of the TRAX System. Accordingly, it is important that the Project be designed in close coordination with UTA, and in accordance with UTA’s Light Rail Criteria Manual and other design and operational requirements and subject to the City’s needs, standards and requirements.

2.2 After consultation with the City, UTA will select and contract with the CM/GC responsible for Project construction. While UTA will be the contracting party with respect to the CM/GC Contract, the Project will be constructed in the City Right-of-Way and will affect traffic patterns and commercial and residential access within the City. Project construction will also impact public utilities, roadway improvements and other City-owned facilities. Hence, it is

important that the Project be constructed in close coordination with the City and in accordance with the City's engineering standards and requirements for public utility shutdowns, road closures, maintenance of commercial and residential access and similar matters.

2.3 As part of this Agreement, UTA will assume ownership and responsibility for and with respect to the Intermodal Hub and the operation thereof.

2.4 Therefore, the parties have entered into this Agreement for the following primary purposes:

2.4.1 To identify and document the interests and objectives of each party with respect to the Project and establish minimum Project requirements. This Agreement shall constitute the guiding document governing the Project and shall be referenced in the Consultant Contract and the CM/GC Contract.

2.4.2 To identify the allocation of Project costs between the parties.

2.4.3 To describe the respective responsibilities of the parties and establish cooperative procedures that will achieve the objectives identified herein.

2.4.4 To establish mechanisms for resolving any disputes between the parties arising in connection with the Project.

2.4.5 To establish the terms and conditions pursuant to which the City will convey to UTA (i) fee title to the Intermodal Hub, and (ii) rights to use certain City streets for operation of the extended TRAX System.

ARTICLE III. TERM

This Agreement shall be effective as of the date of execution by both parties and, unless otherwise agreed between the parties, shall continue thereafter in full force and effect until all obligations, commitments and requirements have been fully performed as set forth hereunder. Nothing provided herein shall be construed so as to exceed the term limitation provided in UCA §11-13-204 (as amended). The expiration or termination of this Agreement shall not relieve or excuse either party of any obligations accruing prior to the expiration or termination hereof

including, without limitation, the covenants and warranties made hereunder and any obligations accruing under the indemnification provisions set forth in Article XIII of this Agreement.

ARTICLE IV. PROJECT DESCRIPTION

4.1 The Project shall be constructed in the City Right-of-Way. The Project shall be built with a center-of-street configuration, except for those portions constructed at the Intermodal Hub. The Project shall be integrated into the TRAX System and shall be generally consistent with the details and specifications of the TRAX System and standard reconstruction of City roadway pavement and utility improvements, storm drainage sidewalk improvements, street lights and traffic signals. The scope of the Project is detailed in the 65% Design Drawings attached as Exhibit B of this Agreement.

4.2 A terminal station shall be constructed at the Intermodal Hub. The details and specifications for the transit plaza, including the terminal station, shall be consistent with the City's site plan for the Intermodal Hub attached as Exhibit E.

4.3 One intermediate station shall be constructed at approximately 125 South 400 West (the "400 West Station") as part of the initial build-out of the Project. This station shall be opened for revenue service with the Project. The station details and specifications shall be similar to other Downtown stations within the TRAX System.

4.4 The infrastructure and track alignment for a second intermediate station shall be constructed at approximately 525 West 200 South (the "200 South Station") as part of the initial build-out of the Project. The scope of the 200 South Station infrastructure shall be determined by the Project Integration Team. The City shall fund an amount equal to the difference between the cost of building the 400 West Station and the cost of building the 200 South Station infrastructure. This amount is part of the City's local funding commitment under Section 6.3 and shall be held by the ~~parties~~ City, within its Intermodal Hub Enterprise Fund, until UTA commences to complete final build-out of the 200 South Station. At such time as UTA commences completion of the 200 South Station, the City shall make such amount available to

UTA, together with interest thereon at the rate actually earned by the City from the date such amount is determined by the Project Integration Team, to the date such funds are made available to UTA. The future 200 South Station shall be completed upon the first to occur of the following events: (a) the date the total combined average weekday passenger boardings at the 400 West Station and the Delta Center Station reach 3,5004,650; or (b) May 1, 20122010. When the first of the aforementioned events occurs ~~as described above~~, UTA shall complete construction of the 200 South Station and place it into revenue service within one year of such event or, if completion within one year is not practicable, as quickly as reasonable diligence allows. Any costs for constructing the 200 South Station in excess of the amounts provided by the City (as set forth above) shall be the sole responsibility of UTA.

4.5 The City shall grant UTA the right to construct, operate and maintain the Project in the City Right-of-Way pursuant to an agreement in substantially the same form as the Public Way Use Agreement attached as Exhibit F to this Agreement.

4.6 The Project shall be constructed in general accordance with the Project Schedule attached as Exhibit D to this Agreement. The Project Schedule is coordinated with the anticipated opening of the Commuter Rail System and the parties acknowledge the importance of completing the Project prior to the opening of the Commuter Rail System. The parties agree to cooperate and coordinate in good faith to complete the Project in accordance with the Project Schedule.

4.7 The Project Budget includes an Art in Transit line item of one percent (1%) of the Project construction costs or \$250,000, whichever is less. The Art in Transit budget includes amounts for all three stations and will fund all artwork, artist's fees and all costs necessary to integrate Art in Transit into the Project. The purpose of the Art in Transit program is to enhance the TRAX stations by integrating an aesthetic component to the Project reflecting the character, history and cultural context of the CBD and Depot Districts. The Salt Lake Art Design Board (the "Art Design Board"), with administrative support from the Salt Lake City Arts Council,

shall: (a) issue a request for qualifications for the public art to be incorporated into the stations; (b) review the materials submitted in response to the request for qualifications; (c) include City and UTA representatives at review meetings; and (d) provide a recommendation for the artist(s) to be selected for Art in Transit. Final approval for the artist(s) to be selected shall be made by the Salt Lake City Mayor and the General Manager of UTA. The Art Design Board shall not recommend any artwork that: (x) creates a potential safety hazard with respect to the operation of the TRAX System; or (y) materially increases the operation or maintenance costs of the TRAX System. UTA and the City shall contract with the approved artist(s). The City Arts Council shall serve as project manager for any Art in Transit project and UTA shall serve as budget manager.

UTA shall cause the installation of supporting improvements for the approved artwork for the 400 West Station and the Intermodal Hub Station to be included within the scope of the CM/GC Contract with budget provided from the Art in Transit account. The amount of the Art in Transit budget allocable to the 200 South Station shall be deposited with the City in the Intermodal Hub Enterprise Fund, and used for artwork at the 200 South Station upon build-out of the 200 South Station.

4.8 The City agrees to fund all required City permits, connection and impact fees related to the Project as part of its Project costs. The cost of funding such fees shall be in addition to the City's funding obligation set forth in Section 6.3.

4.9 The Project represents a major cooperative effort between the parties. Each party agrees to cooperate with the other in a manner consistent with the respective commitments and obligations made and assumed under this Agreement. Such cooperation shall include the dedication of personnel and payment of committed funds as necessary to complete the Project according to this Agreement.

ARTICLE V. PERFORMANCE SPECIFICATIONS

The parties agree that the Project shall be designed and constructed, at a minimum, in accordance with the following standards and requirements, which are collectively referred to as

the “Performance Specifications.” Unless otherwise agreed by the parties: (a) the City shall cause the Consultant to incorporate the Performance Specifications into Project design; and (b) UTA shall cause the CM/GC to perform all preconstruction and construction work in accordance with the Performance Specifications. The following standards shall constitute the Performance Specifications:

- 5.1 UTA’s Light Rail Design Criteria Manual.
- 5.2 Manual of Standard Specifications, as published by the Utah Chapter of the American Public Works Association.
- 5.3 Manual of Standard Plans, as published by the Utah Chapter of the American Public Works Association.
- 5.4 The Salt Lake City Public Utilities Department Performance Specifications and Design Criteria for culinary water, sanitary sewer and storm drain facilities.
- 5.5 The FHWA Manual on Uniform Traffic Control Devices.
- 5.6 The Traffic Control Manual published by the Utah LTAP Center of Utah State University.
- 5.7 The City’s as-built construction drawings for the Intermodal Hub.
- 5.8 The Americans With Disabilities Act, and all rules, regulations, interpretive guidance and other authority promulgated pursuant to the Americans With Disabilities Act.
- 5.9 Salt Lake City Intermodal Hub Site Management Plan for the Salt Lake City Intermodal Hub.
- 5.10 All applicable building codes, laws and regulations.

ARTICLE VI. PROJECT BUDGET

6.1 The parties have established a total Project Budget of \$32,000,000. The Project Budget is detailed in Exhibit C to this Agreement.

6.2 UTA shall fund the Project in the amount of \$8,450,000, representing (26.4% of the total estimated Project ~~cost~~Budget). This shall consist of local UTA funding.

6.3 The City shall fund the Project in the amount of \$8,450,000, representing ~~(26.4%~~ of the total estimated Project ~~cost~~Budget). This shall consist of local City funding. The City has expended or will expend approximately \$2,462,000 toward the Consultant Contract. Actual City expenditures under the Consultant Contract shall be credited toward the City's share of the funding. The City has identified additional funding sources for the balance of its commitment in fiscal years 2007 and 2008. The City shall make these funds available to UTA on a monthly basis over the course of construction. UTA shall invoice the City on a monthly basis for the City's share of construction costs incurred by the CM/GC and paid to the CM/GC by UTA, based on the percentages set forth in this Article VI. The City will seek various sources for its share of the Project costs, including contributions from the RDA. RDA contributions will come from funds available associated with the Depot and Central Business Districts.

6.4 UTA shall advance the remaining portion of the estimated Project Budget (\$15,100,000, or 47.2 % of the estimated Project) out of local funding. UTA shall seek to obtain reimbursement for some or all of this \$15,100,000 through one or more federal grants to be issued under the November 2, 2005 Letter of No Prejudice obtained with respect to the Intermodal Hub construction project. UTA shall assume all risks related to obtaining the required federal grants, as well as the appropriation of federal monies pursuant to such grants. UTA will reimburse the City for any funds paid by the City under this Agreement for which UTA subsequently seeks and receives reimbursements from the FTA.

6.5 UTA shall maintain an accounting system and accounting records that thoroughly track the receipt and expenditure of all City and RDA contributions. The system shall be created and administered in a manner such that the City and RDA are able to affirmatively verify that all contributions are expended in compliance with limitations associated with funding sources from the Depot and Central Business Districts. UTA's accounting system and accounting records shall also satisfy all applicable FTA grant requirements.

6.6 Neither party has allocated or budgeted additional funds for the Project. Accordingly, the City has instructed the Consultant to design the Project to stay within the Project Budget. The Project Budget is based on the 65% Design Drawings, which establish the baseline for the Project scope. To the extent that either party requests a modification to the 65% Design Drawings, and such proposed modification will increase Project costs in a manner that increases the overall Project Budget, the requesting party shall agree to unilaterally fund the incremental cost.

6.7 ~~To the extent it at any time~~In the event it becomes apparent from the cost estimates that the scope of design (as established by the 65% Design Drawings and refined during final design) shall cause the Project to exceed the Project Budget, the City parties shall (i) reduce the scope of the Project, (ii) agree to provide additional funding for the Project, or (iii) agree to some combination of (i) and (ii), all as shall be mutually agreed by the parties. ~~cause the Consultant to reduce the scope of the Project. Reductions in scope shall be made in accordance with the priorities listed in the attached Exhibit G. In lieu of reducing the scope of the Project: (a) both parties may jointly agree to increase the Project Budget by written amendment to this Agreement, and based upon the Project Budget percentages identified in Sections 6.2 and 6.3 of this Agreement or as otherwise agreed; or (b) either party may agree to unilaterally fund any item that would otherwise be deleted from the scope of the Project.~~ Nothing provided in this Section shall be construed so as to require or allow the Project to be designed in material conflict with any applicable Performance Specification unless otherwise agreed in writing by the parties.

6.8 Upon approval of the 90% Design Drawings, including construction cost estimates, UTA shall negotiate with the CM/GC a GMP (guaranteed maximum price) for construction. The GMP shall be consistent with the Project Budget. If UTA is unable to negotiate a GMP that is consistent with the Project Budget, the parties shall meet and determine whether to: (a) jointly increase and fund the Project Budget by written amendment to this Agreement, and based upon the Project Budget percentages identified in Sections 6.2 and 6.3 of

this Agreement or as otherwise agreed; (b) reduce Project costs through modification or reduction in the scope of the Project; (c) allow either party to unilaterally fund any item that would otherwise be deleted from the scope of the Project; or (d) reduce Project costs through implementation of value engineering proposals. ~~Reductions in the scope of the Project shall be made in accordance with the priorities listed in the attached Exhibit G.~~ Nothing provided in this Section shall be construed so as to require or allow the Project to be constructed in material conflict with any applicable Performance Specification unless otherwise agreed in writing by the parties. The 90% Design Drawings shall be advanced to Final Design Drawings conforming to the established GMP.

6.9 After a GMP for construction is reached with the CM/GC, any incremental Project costs resulting from Changes shall be financed in accordance with this Section 6.9. Incremental costs that result from changed site conditions or other circumstances that were unknown to the parties at the time that the GMP was determined, shall be borne by the parties on the basis of 26.4% City, 73.6% UTA,~~based upon the Project Budget percentages identified in Sections 6.2 and 6.3 of this Agreement~~ or as otherwise agreed. Incremental costs resulting from a Change that is mutually agreed to by the Parties shall be borne by the parties on the basis of 26.4% City, 73.6% UTA,~~based upon the Project Budget percentages identified in Sections 6.2 and 6.3 of this Agreement~~ or as otherwise agreed. Incremental costs resulting from a Change requested by one party, but not accepted by the other party, shall be borne solely by the requesting party.

6.10 As part of the Project Budget, a sum of \$100,000 shall be deposited into an escrow account to be used by UTA to fund future maintenance, restoration and replacement of the Art in Transit improvements installed at the stations.

ARTICLE VII. PROJECT MANAGEMENT AND DISPUTE RESOLUTION

7.1 The parties hereby create a Project Integration Team consisting of the UTA Representative, the City Representative and additional representatives as agreed by the parties

from time to time. The Project Integration Team shall: (a) review and approve relevant deliverables as set forth in this Agreement; (b) provide day-to-day input to the Consultant and the CM/GC as necessary for the Project design and construction; (c) implement modifications to the Project scope ~~(as set forth in Exhibit G)~~ as may be necessary to conform to the Project Budget; (d) if necessary, recommend any amendments to this Agreement changing the Project Budget as contemplated herein; and (e) address and resolve issues, disputes or concerns arising during the course of the Project. The initial members of the Project Integration Team shall be:

For the City:	John Naser	801-535-6240	john.naser@slcgov.com
	Chuck Call	801-483-6840	chuck.call@slcgov.com
For UTA:	Greg Thorpe	801-287-2572	gthorpe@uta.cog.ut.us
	Kevin Cox	801-287-2596	kcox@uta.cog.ut.us

Either party may change some or all of its representatives on the Project Integration Team by delivering written notice to the other party in accordance with the notice provisions set forth in Article XV of this Agreement.

7.2 The parties hereby commit to appoint to the Project Integration Team individuals who shall be dedicated to the Project as necessary to represent the respective interests of the parties, shall participate in the activities of the Project Integration Team as outlined in this Agreement, and shall attend applicable meetings held throughout the Project. Each member of the Project Integration Team shall consult with such technical experts, principals or other personnel of his or her respective party as may be appropriate in the performance of his or her duties on the Project, and shall obtain any authority or approval required on the part of his or her appointing party prior to authorizing, approving or taking any action on behalf of the Project.

7.3 UTA shall designate the UTA Representative who shall serve on the Project Integration Team and shall be the principal contact point with respect to the CM/GC Contract. Any formal communications, directions, modifications requests for Changes, or other correspondence with the CM/GC shall be delivered by the UTA Representative. The initial UTA Representative shall be Greg Thorpe, UTA Manager of Light Rail Engineering and Construction.

UTA may change the UTA Representative from time to time by delivery of written notice to the City as provided in Article XV of this Agreement.

7.4 The City shall designate the City Representative who shall serve on the Project Integration Team and shall be the principal contact point with respect to the Consultant Contract. Any formal communications, directions, modifications, requests for changes, or other correspondence with the Consultant shall be delivered by the City Representative. The initial City Representative shall be John Naser, Senior Engineering Project Manager. The City may change the City Representative from time to time by delivery of written notice to UTA as provided in Article XV of this Agreement.

7.5 The parties hereby create a Project Policy Team which shall be comprised of UTA's Chief Capital Development Officer and the City Engineer, Max Peterson. Any issues that cannot be resolved at the Project Integration Team level shall be elevated to the Project Policy Team for consideration and resolution.

7.6 Any dispute that cannot be resolved by the Project Policy Team shall be forwarded to UTA's General Manager and the City's Deputy Mayor, Rocky Fluhart.

7.7 The parties shall exhaust the dispute escalation and resolution process identified in this Article prior to the initiation of any formal legal action. If a dispute cannot be resolved by the parties after good faith negotiations as outlined in this Article, the dispute may then be brought before a court of competent jurisdiction as set forth in Article XVIII of this Agreement.

ARTICLE VIII. PROJECT DESIGN

8.1 The Consultant has completed the 65% Design Drawings, and the City has given the Consultant authorization to proceed with final design. The 65% Design Drawings constitute the scope of the Project and form the basis for the final design work to be performed by the Consultant.

8.2 The City shall oversee and manage the efforts of the Consultant consistent with the Consultant Contract, the Performance Specifications and the provisions of this Agreement.

The City Representative shall be the sole point of formal contact with the Consultant until completion of the 90% Design Drawings. The City recognizes that UTA will have considerable interaction with the Consultant, but the parties agree that UTA shall not provide formal direction to the Consultant under the Consultant Contract.

8.3 Throughout the final design process, the City shall cause the Consultant to provide UTA with the opportunity to review and comment upon all Design Submittals. Each Design Submittal shall state the latest permissible date for receipt of comments, which date must be reasonable given the nature of the Design Submittal. Notwithstanding the identified review period, UTA shall use its best efforts to review and comment upon the Design Submittals in a shorter period of time, if such shorter review time is reasonable. The City shall cause the Consultant to address all comments and objections submitted by UTA with respect to the Design Submittals and to resolve such issues to UTA's reasonable satisfaction.

8.4 The City shall ensure that UTA participates in all formal and informal design meetings and reviews with the Consultant.

8.5 The City shall cause the Consultant to design the Project in a manner such that the cost estimates for construction, including contingency, are consistent with the overall Project Budget. The City shall monitor the design work against the overall Project Budget and shall address any potential overruns identified during the design process consistent with the provisions of Article VI of this Agreement.

8.6 The City shall cause the Consultant to provide UTA with a draft set of 90% Design Drawings. UTA shall have ten (10) days to review and comment upon the 90% Design Drawings. Notwithstanding the 10-day review period, UTA shall use its best efforts to review and comment upon the 90% Design Drawings in a shorter period of time. The City shall cause the Consultant to address all comments and objections submitted by UTA with respect to the 90% Design Drawings and to resolve such issues to UTA's reasonable satisfaction. The 90% Design Drawings shall be used by UTA to negotiate a GMP for the Project. Any changes to the 90%

Design Drawings necessitated by the GMP negotiations shall be approved by both parties, and once so approved, shall be incorporated into the Final Design Drawings. The Final Design Drawings shall constitute the final work scope for Project construction.

8.7 Upon completion of the Final Design Drawings, the City shall assign and delegate to UTA, and UTA shall assume, all rights and obligations under the Consultant Contract. UTA shall oversee the construction-phase services to be performed by the Consultant including, without limitation, processing all Construction Submittals, invoices, change orders, requests for clarification and quality control on behalf of the parties as set forth in the Consultant Contract. The City's obligation to assign and delegate the Consultant Contract shall be subject to the City obtaining the consent of the Consultant. Upon assignment of the Consultant Contract, the City shall be released from all obligations under the Consultant Contract, excepting those obligations previously accrued as of the date of assignment.

8.8 The City and UTA each agree to enforce (for such period as each respectively holds the Consultant Contract) all terms, conditions, performance requirements and warranties provided under the Consultant Contract on behalf of the other party, and to cause the Consultant to correct any defective or non-compliant work as required by the Consultant Contract, the Performance Specifications or as reasonably requested by the other party.

ARTICLE IX. PROJECT CONSTRUCTION

9.1 Prior to completion of final design, UTA shall prepare, advertise and disseminate a request for proposals ("RFP") to be used in the selection of the CM/GC. The RFP shall be based on the 90% Design Drawings. Prior to public dissemination, UTA shall deliver a draft RFP to the City for review and comment. The City shall have fifteen (15) days to review and comment on the draft RFP. Notwithstanding the 15-day review period, the City shall use its best efforts to review and comment upon the draft RFP in a shorter period of time, if such shorter review time is reasonable. The parties shall cooperate and resolve all City comments or objections to the RFP prior to public dissemination.

9.2 UTA shall coordinate the evaluation of proposals received in response to the RFP and the process of selecting the CM/GC. The Project Integration Team shall appoint the selection team for this procurement, which selection team shall evaluate the proposals received in response to the RFP and select the CM/GC. The CM/GC shall be selected according to a “best value” selection process based on the criteria set forth in the approved RFP.

9.3 UTA shall negotiate, prepare, execute and deliver the CM/GC Contract, and shall authorize the CM/GC to proceed with the preconstruction phase of the CM/GC Contract. The CM/GC Contract shall incorporate the scope, terms and conditions of the approved RFP.

9.4 UTA shall ensure that the City participates in all formal and informal meetings and reviews with the CM/GC.

9.5 UTA shall cause the CM/GC to provide the City with the opportunity to review and comment upon all Construction Submittals materially affecting the City, including any Construction Submittals related to the City’s roadway or utility facilities, the Project Budget, the management of traffic during construction or the distribution of construction information to the public. Each Construction Submittal shall state the latest permissible date for receipt of comments, which date must be reasonable given the nature of the Construction Submittal. Notwithstanding the identified review period, the City shall use its best efforts to review and comment upon the Construction Submittals in a shorter period of time, if such shorter review time is reasonable. UTA shall cause the CM/GC to address all comments and objections submitted by the City with respect to the Construction Submittals, and to resolve such issues to the City’s reasonable satisfaction.

9.6 UTA shall oversee and manage the efforts of the CM/GC consistent with the CM/GC Contract, the Performance Specifications and the provisions of this Agreement. UTA shall be the sole point of formal contact with the CM/GC during the preconstruction and construction phases of the Project. UTA recognizes that the City will have considerable

interaction with the CM/GC, but the parties agree that the City shall not provide formal direction to the CM/GC under the CM/GC Contract.

9.7 The parties agree and acknowledge that the CM/GC shall begin preconstruction services, construction materials procurement and advance utility work before the approval of the 90% Design Drawings and Final Design Drawings. The parties have selected the CM/GC project delivery method, in part, to allow for value engineering proposals and constructability reviews. This delivery method also allows the CM/GC to provide input regarding Traffic and Staging Plans and Public Outreach Plans (as such terms are defined below) related to the Project. The involvement of the CM/GC during the preconstruction phase may result in changes to the design, or the redesign of certain elements of the Project. The parties agree to cooperate and closely coordinate the work of the Consultant and the CM/GC during the preconstruction phase of the Project in order to minimize duplicative work and to reduce the overall budget for the Project. The parties also agree to manage their respective contracts in a manner that allows for a cooperative and constructive process consistent with the Project Budget, the Project Schedule and the objectives identified in this Agreement.

9.8 UTA shall negotiate a GMP, and shall authorize the CM/GC to proceed with the construction phase of the CM/GC Contract. The GMP shall be consistent with the Project Budget described in Article VI of this Agreement. To the extent UTA is unable to negotiate a GMP for the work identified in the 90% Design Drawings within the scope of the Project Budget, UTA and the City shall address the potential overruns consistent with the provisions of Article VI of this Agreement. Any changes to the 90% Design Drawings shall be subject to the approval of both parties and, once so approved, shall be incorporated into the Final Design Drawings. The Final Design Drawings shall constitute the final work scope for Project construction.

9.9 UTA shall ensure that the City has access to the Project site as necessary to monitor all Project construction. If, as a result of the City's observation of construction, the City objects to the manner in which work is being performed, the City shall immediately notify the

UTA Representative or his or her designee. UTA shall cause the CM/GC to comply with the Final Design Drawings (including any Changes approved by the Project Integration Team), the Performance Specifications and the terms and conditions of this Agreement. The City shall not directly order the CM/GC to stop or correct work except as necessary to prevent or mitigate an imminent threat of death, bodily injury, or other serious damage to persons or property as determined by the City in good faith.

9.10 Any proposed Changes to the CM/GC Contract shall be subject to review and approval of the Project Integration Team. Any incremental costs that result from a proposed Change shall be allocated between the parties as provided in Article VI of this Agreement. Unless otherwise agreed between the parties, no Change will be approved to the extent that the Change would adversely affect the Project Schedule.

9.11 UTA agrees to enforce all terms, conditions, performance requirements and warranties provided under the CM/GC Contract on behalf of the City and to cause the CM/GC to correct any defective or non-compliant work as required by the CM/GC Contract and as reasonably requested by the City.

9.12 To the extent that the Final Design Drawings require privately-owned utility facilities (including but not limited to electric power, gas, telephone, cable or telecommunications) to be relocated, the City will, consistent with applicable law and on a case-by-case basis, consider exercising any rights it may have under existing contracts, franchise agreements, ordinances or general law to cause such owners to relocate their utilities at the owner's expense. All direct and indirect costs incurred by the City in connection with the enforcement of such contracts, franchise agreements, ordinances or general law shall be borne by the Project.

9.13 In order to minimize the adverse impact of the Project on traffic and abutting property owners and patrons, UTA shall cause the CM/GC to prepare a Maintenance of Traffic and Access Plan, Traffic Control Plan and Construction Staging Plan (the "Traffic and Staging

Plans”) as part of the CM/GC’s scope of work. The Traffic and Staging Plans shall be prepared by a Utah-licensed professional engineer with demonstrated expertise in traffic engineering and the development of maintenance of traffic and access plans in construction areas. The Traffic and Staging Plans shall include measures to minimize traffic disruption, provide traffic safety and assure abutting property access during construction. The Traffic and Staging Plans shall take into account other major construction projects which may affect traffic in and near the area affected by the Project. The Traffic and Staging Plans shall include construction-related traffic mitigation strategies, a signage plan from the 600 South Interchange recommending directions to the Gateway development and other impacted businesses, and construction staging. Notwithstanding the foregoing, the Traffic and Staging Plans shall address: (a) internal and external parking and circulation strategies in and around the Gateway development and other businesses impacted by the Project that would help mitigate any potential impacts of the Project; and (b) prohibitions regarding work performed on the Project during the holiday shopping season. The Traffic and Staging Plans shall be reviewed and approved by the parties.

9.14 In order to minimize the adverse impact of the Project to the community, the parties will cause a public outreach, communication and coordination effort (the “Public Outreach Plan”) to be implemented with respect to all construction. Proposals for a Public Outreach Plan will be considered in the selection of the CM/GC, and the Public Outreach Plan will be developed by CM/GC as part of the pre-construction services. The Public Outreach Plan will be reviewed and approved by the parties.

ARTICLE X. OWNERSHIP AND MAINTENANCE OF IMPROVEMENTS

10.1 Upon satisfactory completion of the track and station improvements constructed pursuant to the Project, UTA shall accept such improvements as part of the TRAX System. UTA shall assume all maintenance and operation responsibility with respect to such improvements, and shall indemnify the City with respect to the operation and maintenance of such improvements, consistent with the terms and conditions of the Public Way Use Agreement attached as Exhibit F.

10.2 Upon satisfactory completion of the utility, roadway, sidewalk and related improvements constructed pursuant to the Project, the City shall accept such improvements as the City's public improvements. The City shall assume all maintenance and operation responsibility with respect to such improvements, and shall indemnify UTA with respect to the operation and maintenance of such improvements, subject to the terms and conditions of the Public Way Use Agreement attached as Exhibit F. Nothing provided in this Section 10.2 shall be construed to limit UTA's obligation to enforce the terms of the CM/GC Contract as set forth in Section 9.11 of this Agreement.

ARTICLE XI. INSURANCE

11.1 The City shall cause the Consultant to maintain the following insurance: (a) professional liability insurance that provides limits of not less than \$5 Million per occurrence with a \$10 Million annual aggregate limit, and that insures the Consultant's obligation to indemnify the City and UTA under the Consultant Contract; (b) commercial general liability insurance with limits of at least \$1 Million per occurrence with a \$2 Million annual aggregate; (c) commercial automobile insurance with limits of not less than \$1 Million for any one accident or loss; and (d) worker's compensation and employer's liability insurance providing coverage for the statutory benefits required by Utah law. The commercial general liability and automobile liability policies shall each include an endorsement naming the City and UTA as additional insureds. All insurance policies shall include an endorsement prohibiting any modification or cancellation of insurance without 30 days prior notice to the City and UTA. The City shall cause the Consultant to deliver UTA, on an annual basis, insurance certificates evidencing the insurance coverage described above. The Consultant shall be required to maintain the professional liability and commercial general liability insurance for a period of two years following the close out of the Consultant Contract or must provide a comparable "extended discovery" clause or "tail endorsement" to such policies.

11.2 UTA shall cause the CM/GC to maintain the following insurance: (a) commercial general liability insurance with limits of at least \$5 Million per occurrence with a \$10 Million annual aggregate, and that insures the CM/GC's obligation to indemnify UTA and the City under the CM/GC Contract; (b) commercial automobile insurance with limits of not less than \$1 Million for any one accident or loss; and (c) worker's compensation and employer's liability insurance providing coverage for the statutory benefits required by Utah law. The commercial general liability and automobile liability policies shall each include an endorsement naming UTA and the City as additional insureds. All insurance policies shall include an endorsement prohibiting any modification or cancellation of insurance without 30 days prior notice to the UTA and the City. UTA shall cause the CM/GC to deliver the City, on an annual basis, insurance certificates evidencing the insurance coverage described above. The CM/GC shall be required to maintain the commercial general liability insurance for a period of two years following the close out of the CM/GC Contract or must provide a comparable "extended discovery" clause or "tail endorsement" to such policy.

ARTICLE XII. TRANSFER OF OWNERSHIP; INTERMODAL HUB

12.1 The parties acknowledge that:

12.1.1 the land acquisition, development and construction related to the Intermodal Hub were all financed with the City's local money, part of which has been reimbursed from the proceeds of an FTA grant with a federal/local matching ratio equal to 80/20 percent, respectively;

12.1.2 UTA has been the primary recipient of the federal funding provided by the FTA and has transferred FTA funds to the City pursuant to an August 25, 1999 Interlocal Cooperation Agreement (Gateway Intermodal Terminal);

12.1.3 the City is eligible to receive reimbursement of additional federal funds for expenditures incurred relative to the development of the Intermodal Hub.

Reimbursement for those funds will be received by the City prior to UTA receiving reimbursements for the Project;

12.1.4 pursuant to the August 25, 1999 Interlocal Cooperation Agreement, UTA has been responsible for monitoring and ensuring the City's compliance with respect to federal grant programs mandated by the FTA;

12.1.5 UTA is currently providing bus service to the Intermodal Hub; and

12.1.6 with the addition of TRAX System and Commuter Rail System improvements at the Intermodal Hub, UTA's presence at the Intermodal Hub will increase dramatically.

12.2 The City hereby agrees to convey fee title to the Intermodal Hub, and the underlying (estimated) [16.57] acres of real estate approximately 16.5 acres of land constituting the Intermodal Hub site, to UTA (collectively the "Intermodal Hub Property"). Notwithstanding the foregoing, the City shall not convey to UTA such portion of the Intermodal Hub site as is situated in the historic area of 600 West Street, as reasonably determined by the City. Such portion of the Intermodal Hub site shall be retained by the City, and dedicated as part of the City's right-of-way. The Intermodal Hub Property shall be conveyed to UTA as consideration for UTA: (a) assuming the risk of future appropriations of federal monies for the Project; (b) advancing and committing local UTA funds pending receipt of future federal monies; (c) incurring finance costs attributable to the Project pending receipt of federal reimbursement; (d) assuming responsibility for the development of interim pedestrian and parking improvements (as depicted in Exhibit E) as part of the Project; (e) assuming the obligation to relocate the Amtrak station, parking and trackage, and to provide Amtrak with interim passenger facilities, as part of the Project; (f) assuming future responsibility for construction of permanent Amtrak facilities; (g) assuming other obligations under the Amtrak lease; (h) assuming obligations under the Greyhound lease; (i) assuming future responsibility for the mitigation of the north warehouse building; (j) assuming the City's obligations under the Salt Lake City Intermodal Hub Site

Management Plan for the Salt Lake City Intermodal Hub; and (k) assuming operation and maintenance responsibility for the Intermodal Hub. In addition, UTA agrees that any income derived by UTA from the operation of the Intermodal Hub, including any future facilities situated on the Intermodal Hub Property, net of costs and expenses of operating the Intermodal Hub and such other facilities, shall be allocated to City mass transit needs or projects and, to the extent such projects require the City to contribute a “local match,” shall be applied toward such local match obligation of the City, all as mutually agreed upon by the City, UTA, and FTA. No other consideration beyond the covenants and requirements of this Agreement shall be conveyed.

12.3 Within 30 days following the execution of this Agreement (or such later date as the parties shall mutually agree), the City shall convey fee title to the Intermodal Hub Property (including any easements, access rights, covenants, restrictions or other interests appurtenant to and benefiting the Intermodal Hub Property) to UTA by special warranty deed in substantially the same form as that attached as Exhibit H. The conveyance shall be made subject to all matters of record including the existing leases between: (a) the City and Greyhound; and (b) the City and Amtrak. The special warranty deed shall provide that the interest conveyed by the City thereunder shall revert back to the City in the event that UTA (or a successor public transit provider) ceases to use the Intermodal Hub Property for public transportation purposes, or in the event that UTA attempts to convey the Intermodal Hub Property to a third party, excepting a successor public transit provider.

12.4 Upon delivery of the special warranty deed for the Intermodal Hub Property, the City shall execute and deliver an assignment and assumption agreement assigning and delegating the City’s rights and obligations under the Greyhound lease. The assignment and assumption agreement shall be in substantially the same form as that attached as Exhibit I.

12.5 Upon delivery of the special warranty deed for the Intermodal Hub Property, the City shall execute and deliver an assignment and assumption agreement assigning and delegating the City’s rights and obligations under the Amtrak lease. The assignment and assumption

agreement shall be in substantially the same form as that attached as Exhibit J. The assignment and assumption shall be subject to obtaining the required consent to assignment from Amtrak.

12.6 Prior to the execution of this Agreement, UTA has performed the following due diligence with respect to the Intermodal Hub Property: (a) UTA has reviewed the environmental investigations conducted by the City in conjunction with the City's acquisition of the Intermodal Hub Property, and has conducted additional and/or updated environmental investigations as deemed necessary by UTA; (b) UTA has reviewed the preliminary title commitment for the Intermodal Hub Property and approved all matters set forth on such commitment; (c) UTA has reviewed the Greyhound and Amtrak leases affecting the Intermodal Hub Property and satisfied itself as to the content of such leases; (d) UTA has reviewed the rent rolls and other documents related to the program income (as such term is defined by the FTA) generated from Intermodal Hub Property; (e) UTA has conducted any physical inspections deemed necessary with respect to the Intermodal Hub Property; (f) UTA has reviewed estoppel letters from Greyhound and Amtrak (dated as of the date of this Agreement) stating the basic terms of each lease and providing that the leases are in good standing, in full force and effect, and free of any default or event of default; and (g) UTA has performed any additional due diligence it deemed necessary.

12.7 The City makes the following covenants and warranties with respect to the Intermodal Hub Property, both as of the date of this Agreement, and as of the date the deed is actually delivered: (a) after the date of this Agreement, and prior to the delivery of the special warranty deed, the City shall not have entered into any new contract or agreement with respect to the Intermodal Hub Property that will survive the delivery of the deed or affect the use, operation or enjoyment of the Intermodal Hub Property after delivery of the deed; (b) the City has paid all bills and invoices for labor, goods, materials, utilities and services of any kind related to the Intermodal Hub Property up to the date of the deed is delivered to UTA (provided that the City shall have up to 30 additional days to make prorated payments of utilities for the month during which the deed is delivered); (c) the City has no actual or constructive knowledge of any pending

or threatened action to enforce or seek damages with respect to any federal or state environmental law or to cause the cleanup of (or seek contributions to be used in the cleanup of) the Intermodal Hub Property, or any portion thereof; (d) the City has no actual or constructive knowledge of any other pending or threatened action involving the City's ownership of the Intermodal Hub Property, or contesting the City's title to the Intermodal Hub Property; (e) the City has no actual or constructive knowledge of any other pending or threatened action seeking to acquire the Intermodal Hub Property, or any portion thereof, through the use of eminent domain authority; (f) the City has no actual or constructive knowledge of any claims regarding liens or other encumbrances, except to the extent that such liens or encumbrances are shown as matters of record; and (g) the Greyhound and Amtrak leases are the only leases that affect the Intermodal Hub Property and will survive the delivery of the deed, and both leases are in good standing, in full force and effect and free from any default or event of default on the part of the City or either lessee. All covenants and warranties made pursuant to this provision shall survive the delivery of the special warranty deed and the expiration and/or termination of this Agreement. The covenants and warranties provided by the City are limited to those set forth in this provision. All other representations regarding the Intermodal Hub Property are specifically disclaimed. Except as otherwise provided in this Section 12.7 or elsewhere in this Agreement, UTA is accepting the Intermodal Hub Property on an "AS-IS" "WHERE-IS" basis and with all faults.

12.8 The City has developed a site development plan for the Intermodal Hub Property as depicted on the attached Exhibit K. After conveyance of the Intermodal Hub Property, UTA agrees to make all reasonable efforts, in good faith, to develop the Intermodal Hub Property consistent with the site development plan, as such plan is amended from time to time. It is the intent of the City to rezone the Intermodal Hub Property and other nearby properties from their current zoning to Gateway mixed-use zoning ("GMU"), consistent with the Gateway area-Area master-Master planPlan. UTA, as a property owner, shall support the rezoning of the Intermodal Hub Property and other nearby properties to GMU, or other consistent zoning. UTA shall

comply with the zoning requirements of GMU zoning for the development of the site and shall, to the greatest extent possible, integrate development at the Intermodal Hub Property with development of the surrounding area. In addition, UTA shall assure that all buildings constructed at the Intermodal Hub Property meet, at a minimum, the requirements of the U.S. Green Building Council Leadership in Energy and Environment Design (LEED) for certification at the “Silver” level. UTA’s commitment under this provision shall be subject to UTA securing acceptable funding for the development of such improvements and receiving any necessary development approvals or other required approvals from third parties.

12.9 In connection with the development of the Intermodal Hub Property, there is hereby established a Joint Development Committee. The Joint Development Committee shall consist of three City employees, to be appointed by the Salt Lake City Mayor, three UTA employees, to be appointed by the UTA General Manager, and one employee of the Redevelopment Agency of Salt Lake City, to be appointed by the Redevelopment Agency Director. The purpose of the Joint Development Committee shall be to promote and support development of the Intermodal Hub Property, by initiating and proposing ideas, concepts and plans for consideration and action by UTA. The Joint Development Committee shall coordinate and integrate development of the Intermodal Hub Property with development of the surrounding area. The Joint Development Committee shall meet bi-monthly, and more frequently as determined by a majority of its members. UTA shall, in good faith, endeavor to implement the initiatives and proposals generated by the Joint Development Committee.

12.10 In addition to the general indemnity provisions provided in this Agreement, the City hereby agrees to assume, defend and hold UTA harmless with respect to, any third party claims relating to the ownership of the Intermodal Hub Property that accrued prior to the conveyance of the special warranty deed, unless such third party claims result from the actions or omissions of UTA.

12.11 In addition to the general indemnity provisions provided in this Agreement, UTA hereby agrees to assume, defend and hold the City harmless with respect to, any third party claims relating to the ownership of the Intermodal Hub Property that accrue after the conveyance of the special warranty deed, unless such third party claims result from the actions or omissions of the City.

12.12 Upon the execution of this Agreement, the August 25, 1999 Interlocal Cooperation Agreement shall be subsumed into, and replaced by, this Agreement. This provision shall not be construed so as to: (a) relieve the City of any violation or breach of any “Grant Requirements” (as such term is defined in the August 25, 1999 Interlocal Cooperation Agreement) prior to the conveyance of the Intermodal Hub Property; (b) nullify the City’s ability to seek and obtain reimbursement under federal grants for any costs properly incurred by the City prior to the date of this Agreement and otherwise reimbursable to the City under the terms of the August 25, 1999 Interlocal Cooperation Agreement; (c) nullify any debts, claims of liens, liabilities or other obligations incurred from, under or related to the City’s construction contract related to the construction of Phase II of the Intermodal Hub project; or (d) nullify any third party claims against the City relating to the ownership of the Intermodal Hub Property that accrued prior to the conveyance of the Intermodal Hub Property by special warranty deed.

ARTICLE XIII. INDEMNITY

Each party (the “Indemnifying Party”) hereby agrees to indemnify, defend and hold harmless the other party (the “Indemnified Party”) from and against any and all claims, demands, liens, liabilities, costs, fees (including reasonable attorneys’ fees), damages or other losses incurred by the Indemnified Party and arising out of or by reason of: (a) the negligent acts or omissions of the Indemnifying Party or its agents; or (b) the material breach of this Agreement by the Indemnifying Party or its agents. The indemnities provided hereunder are contractual obligations personal to the parties hereto. Nothing provided in this Agreement is intended to

waive, modify, limit or otherwise affect any defense or provisions that the parties may assert with respect to any third party under the Utah Governmental Immunity Act or other applicable law.

ARTICLE XIV. DEFAULT

A party shall be deemed in default of this Agreement upon the failure of such party to observe or perform a covenant, condition or agreement on its part to be observed or performed, and the continuance of such failure for a period of thirty (30) days after the giving of written notice by the non-defaulting party, which notice shall specify such failure and request that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within the applicable period, it shall not give rise to a default hereunder if corrective action is instituted within the 30-day period and diligently pursued until such failure is corrected. In the event of a default hereunder, the non-defaulting party shall have a breach of contract claim remedy against the defaulting party in addition to all other remedies provided or permitted by law, provided that no remedy which would have the effect of amending any provisions of this Agreement shall become effective without formal amendment of this Agreement.

ARTICLE XV. NOTICES

Any notice, demand, request, consent, submission, approval, designation or other communication which either party is required or desires to give under this Agreement shall be made in writing and mailed or faxed to the other party at the addresses set forth below or at such other addresses as the party may provide in writing from time to time. Such notices shall be hand delivered, mailed (by first-class mail, postage prepaid) or delivered by courier service as follows:

If to the City:
Salt Lake City Corporation
Attn: City Mayor
City & County Building
451 South State Street, Room 306
Salt Lake City, Utah 84111

With a Copy to
Salt Lake City Attorney's Office
City & County Building
451 South State Street, Room 505
Salt Lake City, Utah 84111

If to UTA
Utah Transit Authority
Attn: Deputy Chief, Major Capital Projects
3600 South 700 West

With a Copy to
Utah Transit Authority
Attn: General Counsel's Office
3600 South 700 West

Salt Lake City, Utah 84119

Salt Lake City, Utah 84119

ARTICLE XVI. NON-WAIVER

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

ARTICLE XVII. SEVERABILITY

If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

ARTICLE XVIII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. It shall be enforced only a court of competent jurisdiction located in Salt Lake City, Utah.

ARTICLE XIX. NO THIRD PARTY BENEFICIARIES

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

ARTICLE XX. ENTIRE AGREEMENT; AMENDMENT

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

not be amended, enlarged, modified or altered except through a written instrument signed by all parties.

ARTICLE XXI. POLICE POWER

The parties acknowledge the rights vested in the City pursuant to general law to exercise its police powers for the protection of health, safety and welfare of its constituents and their properties. Nothing in this Agreement shall be construed as precluding the City from exercising such powers in connection with the Project.

ARTICLE XXII. INTERLOCAL COOPERATION ACT REQUIREMENTS

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

~~21.1~~22.1 The Agreement shall be authorized by resolution or ordinance of the governing body of each party pursuant to §11-13-~~219~~202.5 of the Act.

~~21.2~~22.2 This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each party pursuant to §11-13-202.5 of the Act.

~~21.3~~22.3 A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party pursuant to §11-13-209 of the Act.

~~21.4~~22.4 Prior to the expiration of the term of this Agreement pursuant to Article III of this Agreement, this Agreement may only be terminated by and upon the express written consent of the parties.

~~21.5~~22.5 Except as otherwise specifically provided in this Agreement or in any of the documents incorporated herein, any real or personal property acquired by a party, or by the parties jointly, pursuant to this Agreement or in conjunction with the Project shall be acquired and held, and disposed of by such party upon termination of this Agreement as agreed among the parties or as otherwise required by applicable local, state and federal law.

ARTICLE XXIII. LIMITED OBLIGATIONS

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

ARTICLE XXIV. ETHICAL STANDARDS

UTA represents that it has not: (a) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (c) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

ARTICLE XXV. INCORPORATION OF EXHIBITS

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

23-125.1 Exhibit A – Project Alignment and Station Locations.

23-225.2 Exhibit B – Sixty Five Percent (65%) Design Drawings.

- ~~23.3~~25.3 Exhibit C – Project Budget.
- ~~23.4~~25.4 Exhibit D – Project Schedule.
- ~~23.5~~25.5 Exhibit E – Site Plan for the Intermodal Hub.
- ~~23.6~~25.6 Exhibit F – Public Way Use Agreement.
- ~~23.7~~25.7 Exhibit G – ~~Priority List of Scope Reduction Items~~Reserved.
- ~~23.8~~25.8 Exhibit H – Special Warranty Deed for Intermodal Hub.
- ~~23.9~~25.9 Exhibit I – Assignment and Assumption Agreement for Greyhound Lease.
- ~~23.10~~25.10 Exhibit J – Assignment and Assumption Agreement for Amtrak Lease.
- ~~23.11~~25.11 Exhibit K – Master Development Plan for Intermodal Hub.

IN WITNESS WHEREFORE, the parties have each executed this Interlocal Agreement Regarding the Design and Construction of the Salt Lake City Intermodal Hub Connection to TRAX LRT Project as of the date first set forth above.

SALT LAKE CITY CORPORATION

UTAH TRANSIT AUTHORITY

By: _____
Ross C. Anderson, Mayor

By: _____
John M. English, General Manager

ATTEST AND COUNTERSIGN:

By: _____
Chief Deputy City Recorder

By: _____
Michael Allegra, Chief Capital Development Officer

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM AND LEGALITY:

Senior City Attorney

UTA Legal Counsel

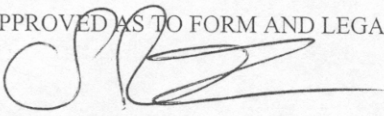
SALT LAKE CITY CORPORATION

By: _____
Ross C. Anderson, Mayor

ATTEST AND COUNTERSIGN:

By: _____
Chief Deputy City Recorder

APPROVED AS TO FORM AND LEGALITY:



City Attorney March 31, 2006

UTAH TRANSIT AUTHORITY

By: _____
John M. English, General Manager

By: _____
Michael Allegra, Chief Capital Development
Officer

APPROVED AS TO FORM AND LEGALITY:

UTA Legal Counsel

Exhibit A – Project Alignment and Station Locations

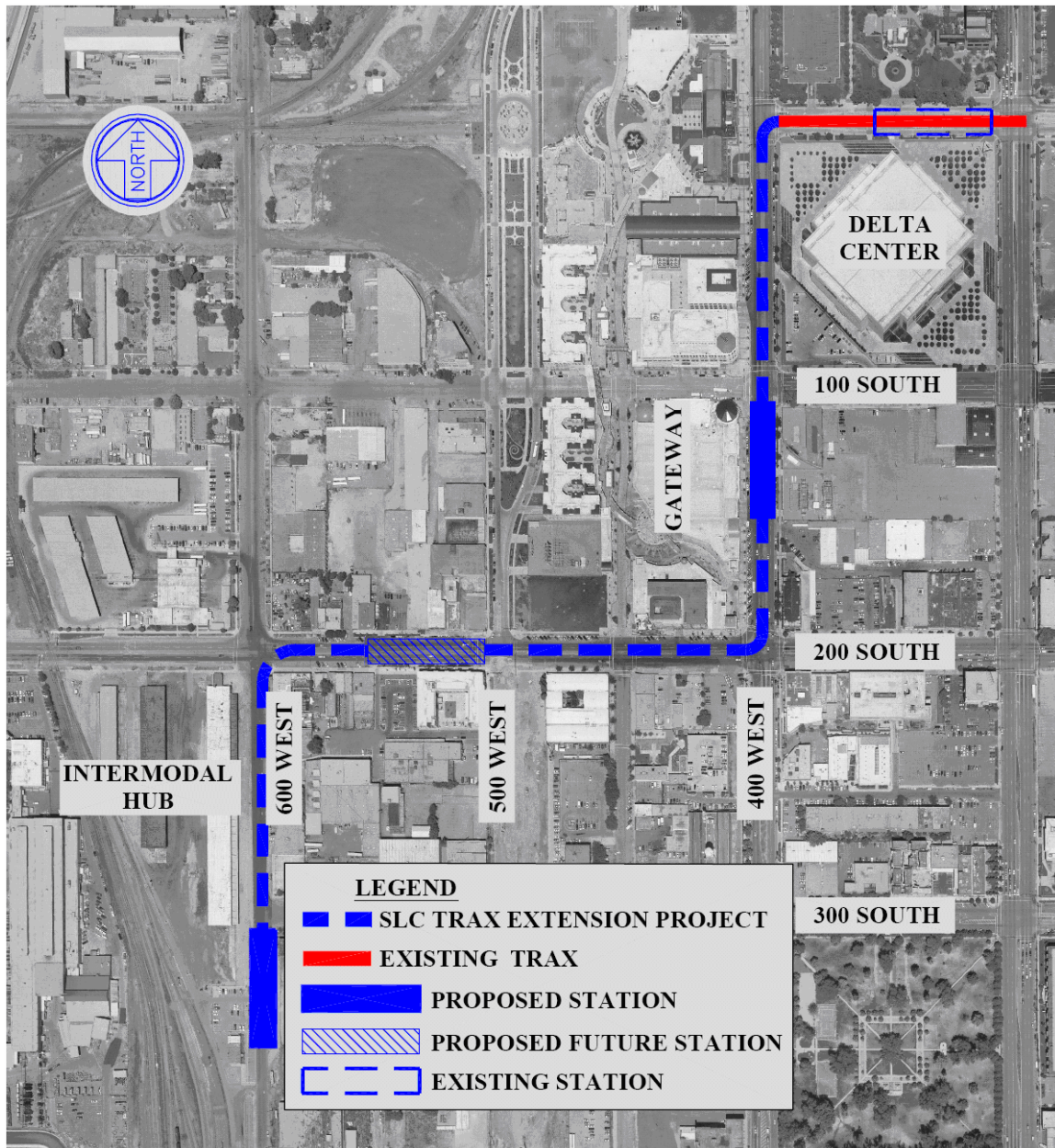


Exhibit B – Sixty Five Percent (65%) Design Drawings

The March 2006 65% Engineering Plans for SLC Intermodal Hub Connection to TRAX Project, prepared by Parsons Transportation Group, are hereby incorporated by reference and are made a part of this Agreement as if fully included herein.

	340,000	697,686	000
00 S	9,4413,371	661,379	0,000
	540,000	9000	42,000
	79,405	550,000	0.000

Exhibit C – Project Budget

TRAX SEGMENT	TOTAL	UTA	SLC
400 W	\$11,378,523	\$8,660,000	\$2,680,837
		\$5,210,000	\$4,201,992
600 W	\$11,287,512	\$9,268,799	\$1,57068,7
Total	\$32,000,000	\$23,627,864	\$8,451,541

TRAX SEGMENT	TOTAL	UTA	SLC
400 W	\$11,378,523	\$8,697,686	\$2,680,837
200 S	\$9,413,371	\$5,661,379	\$4,201,992
600 W	\$11,287,511	\$9,268,799	\$1,568,712
Total	\$32,079,405	\$23,627,864	\$8,451,541
		74%	26%
Notes:			
1 Change Orders will be split 74%-UTA / 26%-SLC			

Exhibit D – Project Schedule

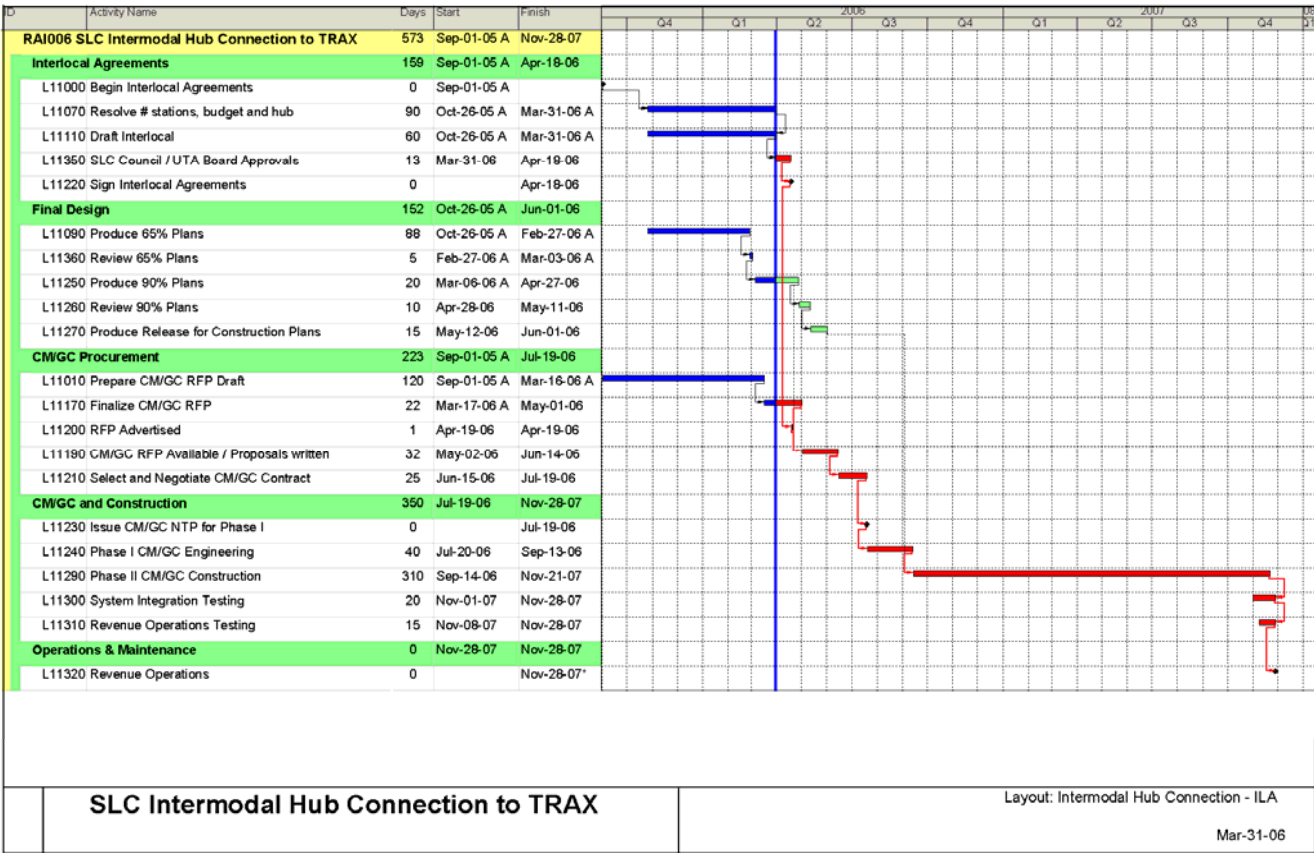
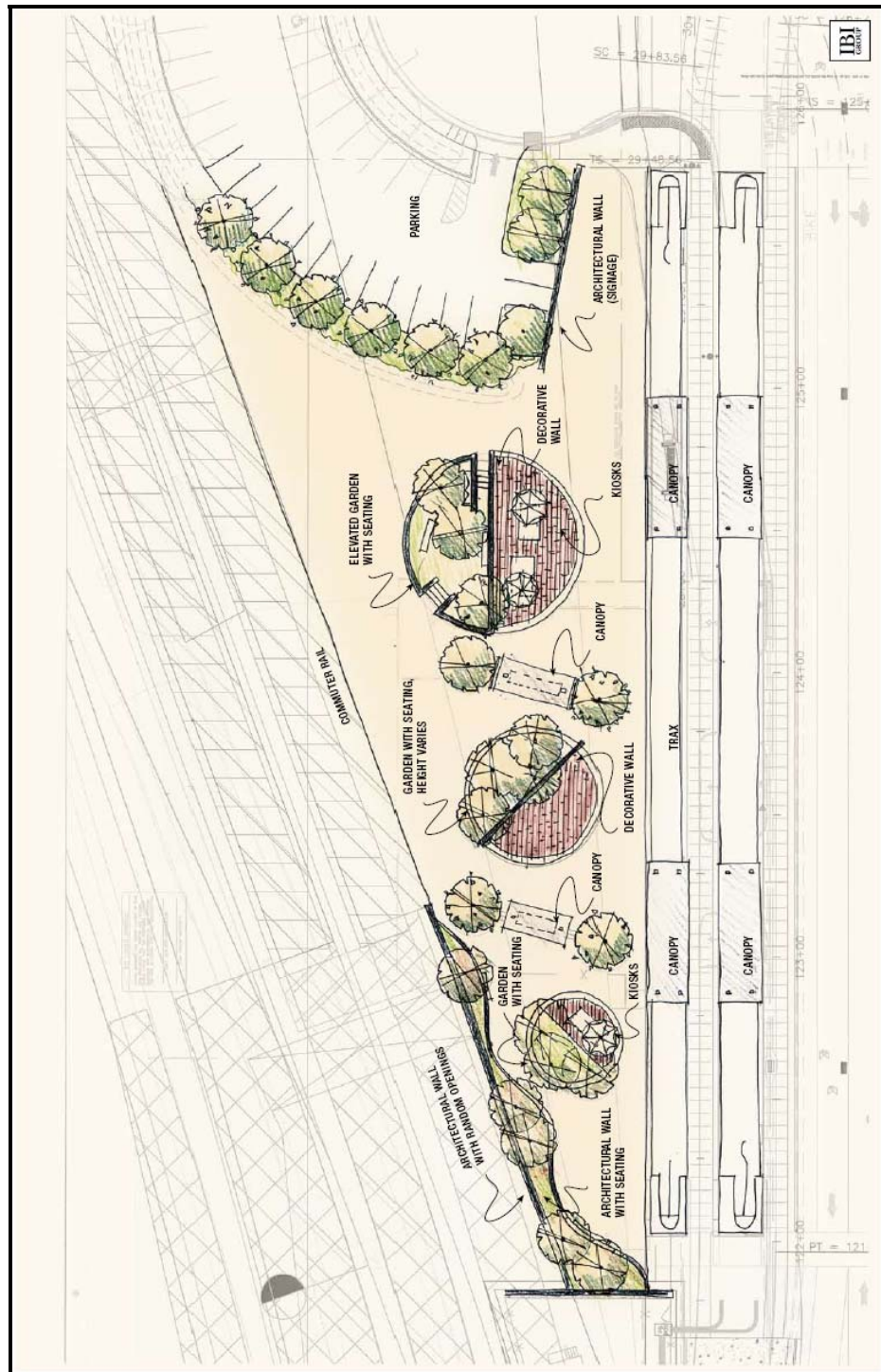


Exhibit E – Site Plan for the Intermodal Hub



SALT LAKE CITY INTERMODAL HUB
CONCEPTUAL TRANSIT PLAZA PLAN (3/30/06)

Exhibit F – Public Way Use Agreement

THIS PUBLIC WAY USE AGREEMENT (INTERMODAL HUB CONNECTION) (the “Agreement”) is hereby entered the ___ day of _____ 2006 by and between UTAH TRANSIT AUTHORITY ("UTA"), a public transit district and political subdivision of the State of Utah, and SALT LAKE CITY CORPORATION, a municipal corporation and political subdivision of the State of Utah (the “City”). UTA and the City are hereafter sometimes collectively referred to “parties” and either may be referred to individually as “party,” all as governed by the context in which such words are used.

RECITALS

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

WHEREAS, UTA proposes to occupy and use a portion of such City streets and appurtenant property for the construction, operation and maintenance of a six-block extension to the UTA TRAX light rail system from the Delta Center Station to the Salt Lake City Intermodal Terminal; and

WHEREAS, the City has agreed in that certain Interlocal Agreement Regarding the Design and Construction of the Salt Lake City Intermodal Hub Terminal to TRAX LRT Project ("LRT Agreement"), dated as of the date hereof and by and between the City and UTA, to enter into this Agreement for the purpose of authorizing UTA to use certain City streets in connection with the light rail system along the alignment described herein; and

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

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and in the LRT Agreement, and other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

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

“City Property” means all real property, including streets and other improvements thereto, which is owned or controlled by the City.

“CM/GC Contract” means the contract to be entered between UTA and the contractor selected to oversee the construction of the System, all as set forth in the LRT Agreement.

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

“Final Design Drawings” means the plans for the System as approved by the parties pursuant to the LRT Agreement.

“Force Majeure” means any event which: (i) causes UTA to be unable to exercise the UTA Use Rights provided for hereunder; and (ii) is outside the reasonable control of UTA and could not be avoided by UTA through the exercise of due care. Force Majeure events include, without limitation: earthquakes, fires, floods, tornadoes, wars, labor strikes or similar accidents, disputes or similar events.

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

“LRT Agreement” means that certain Interlocal Agreement Regarding the Design and Construction of the Salt Lake City Intermodal Hub Terminal to TRAX LRT Project entered by and between the City and UTA, dated as of the date hereof, which document sets forth the terms and conditions pursuant to which the System will be designed and constructed.

“Occupied City Property” means City property to be physically occupied by System facilities in accordance with this Agreement and pursuant to the Final Design Drawings.

“Project” means the planning, design, financing, construction and installation of the System as set forth in the LRT Agreement.

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

“System” means the six-block extension of the existing UTA TRAX light rail system from the Delta Center Station to the Salt Lake City Intermodal Terminal, including all tracks, stations, cars, conduits, electrical lines, traction power poles, traction power substations, cross-span wires, LRT traffic equipment, stray-current protection equipment, and other functionally related and appurtenant equipment and facilities.

“System Alignment” means the alignment for the System agreed to between the parties as identified in Exhibit A of the LRT Agreement.

“System Corridor” means all land located generally in and adjacent to City streets along the System alignment.

“UTA Use Rights” means the right to use the City Property, as granted to UTA by this Agreement.

SECTION 2. UTA Use of City Property.

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

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

(c) UTA acknowledges that: (i) the City has previously granted franchises affecting the City Property; and (ii) no right of action in favor of UTA and against the City relating in any way to the existence of utility lines or facilities pursuant to such franchises, or for damages of any kind against the City relating to such franchises or lines and facilities or the existence of said franchises or franchised lines or equipment, shall arise or be deemed to arise from this Agreement. UTA and the City agree that, as between them, matters of relocation of private utility lines under existing franchises will be governed and handled pursuant to the terms and provisions of 9.12 of the LRT Agreement dated _____. The City agrees that, except for renewals or extensions of existing franchises, and renewals or extensions of existing use rights, the City shall not hereafter grant franchises or use rights which materially interfere with UTA's construction, operation or maintenance of the System.

(d) The City makes no warranties, either express or implied, regarding the nature, extent or status of its title to the Property or within the System Corridor or the existence or non-existence of rights in third parties which may be superior to the UTA Use Rights. If UTA finds it necessary to acquire additional rights from third parties, the City shall have no obligation whatsoever to pay, or to reimburse UTA for the payment of, any costs related to such acquisition, or in connection with any litigation challenging UTA's use of City Property.

SECTION 3. Effective Date; Term.

(a) The UTA Use Rights granted herein shall not become operative until the Effective Date, which shall be the date on which the contract with the CM/GC is executed by UTA in accordance with the terms of the LRT Agreement.

(b) Beginning on the Effective Date, this Agreement and the UTA Use Rights herein granted shall be operative for an initial term of fifty (50) years. The initial term shall

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

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

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

(ii) UTA intentionally abandons the Occupied City Property, or disavows the UTA Use rights;

(iii) UTA shall discontinue use of the Occupied City Property for the provision of regular System service for a consecutive period of one year, provided any such discontinuation is not caused by Force Majeure; or

(iv) UTA is in default in the performance of any material covenant, term or condition contained in this Agreement, including any time frames set forth in the Agreement.

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

(d) The UTA Use Rights, including the right to use portions of the Occupied City Property, shall be subject to partial termination by written notice delivered to UTA prior to the end of the otherwise effective term hereof, if and to the extent that such rights are intentionally abandoned, or use of such portions of the Occupied City Property is discontinued for a consecutive period of one year (other than for reasons of Force Majeure).

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

(a) UTA agrees to construct, operate and maintain the System as set forth in the LRT Agreement and this Agreement.

(b) UTA agrees to provide regular System service to the general public within the System Corridor.

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

(a) Except as otherwise provided in subsection (b) below, the System shall be maintained or replaced, and all Occupied City Property shall be maintained or replaced, by UTA at UTA's expense. The System and Occupied City Property shall be reasonably maintained in a manner consistent with the Final Design Drawings, and as required by this Agreement, by applicable State or Federal law and by City ordinance. The portion of the Occupied City Property to be utilized by vehicular or pedestrian traffic shall be maintained by UTA as a smooth, safe and

consistent surface (except for rumble areas approved by the parties), free of depressions or obstructions and consistent with the grade of the public streets, all in a manner consistent with the Final Design Drawings. The System and the Occupied City Property shall, at all times, be maintained in a neat, clean and orderly condition. Without limiting the foregoing, UTA shall keep the Occupied City Property free of weeds, garbage, and unsightly or deleterious objects or structures, and shall keep the System and all Occupied City Property free from graffiti.

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

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

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

(e) For repair or maintenance work in City streets, UTA shall abide by the provisions of the City's Traffic Barricade Manual, as amended from time to time, except as preempted by Federal or State law. UTA shall prepare traffic control plans relating to repair and maintenance work, which shall be subject to City approval, and which shall be followed by UTA. The City may require repair and maintenance work to be done during off-peak traffic times to minimize business and traffic disruptions.

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

(g) If, in connection with the performance of any repair or maintenance work, UTA shall remove or damage any Public Facilities, UTA shall repair or replace such Public Facilities with the same or similar materials, if available, as reasonably required by the City, consistent with applicable Federal and State laws and regulations and to the satisfaction of the City.

(h) Repair and maintenance of the tracks and related system facilities shall be done, to the extent practicable, in a manner which avoids unnecessary impediment to the common and ordinary use of City streets by pedestrians and vehicles. The duration during which repair and maintenance equipment and repair and maintenance operations may block pedestrian or vehicular passage on the street shall be controlled by City ordinance and State law.

(i) UTA shall be responsible for all removed snow on Occupied City Property. UTA will be allowed to place and store snow removed from Occupied City Property in the same

places and in the same manner as the City stores snow removed from other areas of the streets. Snow removal will be closely coordinated with the City snow removal operations to ensure that City snow removal operations are not unduly hindered.

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

SECTION 6. Utilities.

(a) UTA agrees to pay, as long as the System is in place, all costs incurred by the City in connection with maintaining, repairing, replacing or connecting to City Lines, in excess of the costs which would have been incurred absent the System. UTA also agrees to pay, as long as the System is in place, all costs of repairing damage to City Lines to the extent such damage is caused by the System.

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

SECTION 7. Traffic Regulations. System vehicles traveling on City streets shall be subject to all generally applicable speed limits and other traffic control ordinances and regulations, consistent with State and Federal law. Nothing in this Section 6 shall be construed as

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

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

SECTION 9. Advertising. Neither UTA nor any private party shall use any fixed System facilities for purposes of advertising, without first obtaining City approval, which approval may be granted or withheld by the City in its sole and absolute discretion. Nothing in this Section 8 shall prevent UTA from advertising its public transportation services, or providing information regarding such services, such as maps, schedules or information kiosks, at stations and stops.

SECTION 10. No Public Forums. In recognition of the safety concerns associated with potentially crowded station platforms, substantial foot traffic, street traffic and System vehicle traffic, and the resulting need for crowd control and attention to surroundings, UTA agrees not to take any action or authorize any activity which would result in any Occupied City Property (including such property as shall be occupied by stations) being designated or recognized as a public forum. Furthermore, the City may establish and enforce policies prohibiting public speaking or other free speech activities on any Occupied City Property, including without limitation Occupied City Property occupied by stations, and may take such other action as may be necessary to prevent the designation or recognition of such Occupied City Property as public forums.

SECTION 11. Potential Extension of Free Fare Zone. The Parties acknowledge that UTA provides public transportation services free of charge in the downtown area circumscribed by, and including, 500 South, 400 West, North Temple and 200 East. As of the date this Agreement is executed, the parties are conducting a downtown transportation and transit study. The downtown transportation and transit study will address, among other items, certain

recommendations regarding a potential extension of the free fare zone. To the extent that the downtown transportation and transit study makes a recommendation that free public transportation services be extended to the Salt Lake City Intermodal Terminal, UTA agrees that its staff will forward this recommendation to UTA's Board of Trustees (the "Board"). The parties agree and acknowledge that all decisions regarding any extension of the free fare zone may only be made by the Board by separate resolution or agreement. Neither the Board's approval of this Agreement, nor its approval of the LRT Agreement, shall be construed as approving any extension of the current free fare zone.

SECTION 12. Special Events. The City agrees not to issue special event permits for public events which substantially interfere with the operation of the System within the System Corridor without the prior written consent of UTA.

SECTION 13. Design Approval.

(a) The City has design approval rights with respect to the Final Design Drawings, as set forth in the LRT Agreement. In addition to the design approval rights set forth in the LRT Agreement, UTA agrees that the City shall have the right to review and approve (such approval not to be withheld unreasonably), during the term of this Agreement, any design plans and specifications for future significant additions, changes and alterations to, and modifications and replacements of, any System facilities within the City. UTA agrees not to construct, install or otherwise make any such significant additions, changes, alterations, modifications or replacements without first obtaining design approval from the City.

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

constraints.

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

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

SECTION 16. UTA Indemnification of the City. UTA shall indemnify, defend and hold harmless the City, and its respective past, present and future employees (each an “Indemnified Party”), from and against all claims, demands, liens and all liability or damage of whatever kind, including attorneys’ fees and expenses of dispute resolution (including expert witness fees and investigative expenses), arising out of or by reason of any acts, errors or omissions: (a) related to the exercise of the UTA Use Rights after Project design and construction; (b) related to UTA’s breach of any material provision of this Agreement; or (c) related to UTA’s failure to comply with any federal, state, or local environmental laws or regulations in the operation of the System. This provision shall not impact, reduce or modify any indemnification provision related to the design and construction of the System as set forth in the LRT Agreement. These indemnification provisions shall survive the termination of this Agreement.

SECTION 17. Duty to Restore. Upon the expiration of this Agreement, or earlier termination or partial termination of the UTA Use Rights and/or this Agreement pursuant to Section 3 hereof, all System improvements located on Occupied City Property as to which UTA Use Rights have been terminated shall, at the option of the City, be removed, and the Occupied City Property shall be restored to a condition consistent with the then current condition of adjoining streets or other public facilities with respect to grade, appearance, quality, finish and

type of construction, at the sole cost and expense of UTA. Restoration shall be performed within ninety (90) days of such expiration or termination, or such longer period as shall be required by the nature of the work and agreed to by the City. If UTA fails to restore the Occupied City Property, the City may perform such work after thirty (30) days prior written notice to UTA, and UTA hereby agrees to pay all costs of the City in connection with such work, including any collection costs and attorney's fees.

SECTION 18. Notice. Any notice, demand, request, consent, submission, approval, designation or other communication which either party is required or desires to give under this Agreement shall be made in writing and mailed to the other parties at the addresses set forth below or at such other addresses as the parties may provide in writing from time to time. Such notices shall be hand delivered, mailed (by first-class mail, postage prepaid) or delivered by courier service as follows:

If to the City:
Salt Lake City Corporation
Attn: Salt Lake City Mayor
City & County Building
451 South State Street, Room 306
Salt Lake City, Utah 84111

With a Copy to
Salt Lake City Attorney's Office
City & County Building
451 South State Street, Room 505A
Salt Lake City, Utah 84111

If to UTA
Utah Transit Authority
Attn: General Manager
3600 South 700 West
Salt Lake City, Utah 84119

With a Copy to
Utah Transit Authority
Attn: General Counsel's Office
3600 South 700 West
Salt Lake City, Utah 84119

SECTION 19. Amendment. This Agreement may be modified or amended only by a written instrument executed by the parties and/or all their successors, as applicable.

SECTION 20. Police Powers. Each party acknowledges the right vested in the other pursuant to general law to exercise its police powers for the protection of the health, safety and welfare of its citizens/passengers and their properties. Nothing in this Agreement shall be construed as precluding either party from exercising such powers in connection with the System,

except with respect to matters specifically addressed in this Agreement, and then only to the extent of the express terms of this Agreement.

SECTION 21. Default. Either party shall be deemed in default under this Agreement upon the failure of such party to observe or perform any covenant, condition or agreement on its part to be observed or performed hereunder, and the continuance of such failure for a period of ninety (90) days after the giving of written notice by the other party, which notice shall specify such failure and request that it be remedied, unless the party giving such notice shall agree in writing to an extension of such time period prior to its expiration; provided, however, that if the failure stated in such notice cannot be corrected within the applicable period, it shall not give rise to a default hereunder if corrective action is instituted within the applicable period and diligently pursued until such failure is corrected. In the event of a default hereunder, the non-defaulting party shall have a breach of contract claim and remedy against the other in addition to any other remedy provided or permitted by law, provided that no remedy which would have the effect of amending any provisions of this Agreement shall become effective without the formal amendment of this Agreement. In the event of any dispute with respect to any of the covenants or agreements contained herein, the prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement or its provisions, and in pursuing any remedy provided by this Agreement or the laws of the State of Utah or the United States, whether such remedy is pursued by filing a suit or otherwise.

SECTION 22. Dispute Resolution. Any dispute regarding the meaning of any provision of this Agreement or the determination of an issue of fact, and which is not resolved by staff, shall be referred to the General Manager of UTA and the City's Mayor. Prior to the initiation of any formal legal action, such individuals shall engage in good faith negotiations aimed at reaching an amicable solution of the dispute that is consistent with this Agreement and with the LRT Agreement. If, after good faith negotiations, a dispute cannot be resolved by such

individuals, such dispute may then be brought before a court of competent jurisdiction in Salt Lake County.

SECTION 23. Interlocal Co-operation Act Requirements. In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the parties agree as follows:

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

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

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

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

(e) Except as otherwise specifically provided in this Agreement, any real or personal property acquired by either party, or by the parties jointly, pursuant to this Agreement or in conjunction with the Project shall be acquired and held, and disposed of by such party upon termination of this Agreement as agreed among the parties or as otherwise required by applicable local, State and Federal law.

SECTION 24. Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Utah.

SECTION 25. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and no statement, promises or inducements made by either party or agents or either party that are not contained in this Agreement shall be binding or valid, and this Agreement may not be enlarged, modified or altered except through a written instrument which is signed by all parties. To the extent of any

conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.

SECTION 26. Non-Waiver. No covenant or condition of this Agreement may be waived by any party, unless done so in writing. Forbearance or indulgence by any party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other.

SECTION 27. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 28. Binding Agreement. This Agreement shall be binding upon all of the assigns, grantees and successors in interest to each of the parties, and shall remain in full force and effect until amended as provided herein.

SECTION 29. Further Assurances. The parties hereto shall execute such other documents and take such other actions as may be reasonably necessary or proper to achieve the intent and purposes hereof.

SECTION 30. Ethical Standards. UTA represents that it has not: (a) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (c) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

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

SALT LAKE CITY CORPORATION

UTAH TRANSIT AUTHORITY

By: _____
Ross C. Anderson, Mayor

By: _____
John M. Inglish, General Manager

ATTEST AND COUNTERSIGN:

By: _____
Chief Deputy City Recorder

By: _____
Michael Allegra, Chief Capital Development Officer

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM AND LEGALITY:

Senior City Attorney

UTA Legal Counsel

STATE OF UTAH)
 : ss
County of Salt Lake)

On the __ day of _____, 2006, personally appeared before me Ross C. Anderson and _____, who being by me duly sworn did say that they are the Mayor and Chief Deputy Recorder, respectively, of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah; and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its City Council; and said persons acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

STATE OF UTAH)
 : ss
County of Salt Lake)

On the __ day of _____, 2006, personally appeared before me John M. Inglish and Michael Allegra, who being by me duly sworn did say that they are the General Manager and Chief Capital Development Officer, respectively, of UTAH TRANSIT AUTHORITY, a public transit district and political subdivision of the State of Utah; and that the foregoing instrument was signed on behalf of said public transit district by authority of a resolution of its Board of Trustees and said persons acknowledged to me that said public transit district executed the same.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

Exhibit G – Priority List of Scope Reduction Items

Exhibit G – Priority List of Scope Reduction Items			
-	-	-	-
-	-	-	-
-	-	-	-
<u>Item of Work</u>	<u>Location</u>	<u>Priority *</u>	<u>Estimated Cost (\$) **</u>
<u>Roadway and Utility Items</u>			
-	-	-	-
Concrete Crosswalk Assembly incl. Pavers	400 West and 200 South	1	\$107,000
12" PVC Sanitary Sewer Pipe	200 South	2	\$119,000
12" PVC Water Line	400 West	3	\$230,000
15" RCP Storm Drain	200 South, 600 West	4	\$67,000
Concrete Sidewalk Pavers	200 South and 600 West	5	\$349,000
streetlights	200 South and 600 West	6	\$251,000
-	-	-	-
Subtotal Roadway and Utilities	-	-	\$1,123,000
-	-	-	-
<u>TRAX Work</u>			
-	-	-	-
Third Tail Track and Switches	600 West	1	\$494,000
Platform Trees at stations	All 3 Stations	2	\$55,000
Hub Substation	600 West	3	\$1,109,000
-	-	-	-
Subtotal Track	-	-	\$1,164,000
-	-	-	-
-	-	-	-
Total	-	-	\$2,287,000
-	-	-	-
** Estimated cost includes all costs for the item including CM/GC construction cost, contingencies, project administration and management, and other related soft costs.			
-	-	-	-

Reserved

Exhibit I – Assignment and Assumption Agreement for Greyhound Lease

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

This Assignment, Assumption and Consent Agreement (“Agreement”) is hereby entered into this ___ day of _____ 2006 by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”), Salt Lake City Corporation, a municipal corporation and political subdivision of the State of Utah (the “City”), and Greyhound Lines, Inc., a corporation organized under the laws of the Delaware (“Greyhound”). UTA, the City and Greyhound are hereafter collectively referred to as the “parties” and any of the foregoing may be individually referred to as “party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS, the City and Greyhound entered into a *MONTH, DATE*, 2005 Lease Agreement (hereafter collectively the “Lease”);

WHEREAS, the Lease provided for Greyhound’s lease of exclusive and common areas for a bus maintenance and passenger station facility at the Salt Lake City Intermodal Terminal, located at approximately 600 West 300 South in Downtown Salt Lake City (the “Intermodal Hub”);

WHEREAS, effective the date of this Agreement, the City has conveyed the Intermodal Hub (including the real estate subject to the Lease) and the underlying real estate to UTA;

WHEREAS, the City is willing to assign and delegate all rights and obligations under the Lease, and UTA is willing to accept and assume all such rights and obligations; and

WHEREAS, although not required under the Lease, Greyhound consents to the assignment described herein.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and Lease hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Assignment and Assumption. The City hereby assigns and delegates and UTA hereby accepts and assumes all rights and obligations of the City under the Lease. The Assignment shall be effective as of the date set forth above. Hereafter, UTA shall be solely responsible for all obligations and requirements allocated to the City under the Lease, and UTA shall be the sole beneficiary of all rights and obligations allocated to Greyhound under the Lease. Greyhound hereby releases the City from all obligations and liability accruing under the Lease.
2. Consent to Assignment. Greyhound hereby consents to the assignment of the Lease as set forth in this Agreement.

3. Payment of Rent and Other Obligations. Any rent payments or other obligations payable by Greyhound under the Lease shall be delivered in accordance with the Agreements and to the following address:

Utah Transit Authority
Attn: Property Administrator – Intermodal Hub
3600 South 700 West
P.O. Box 30810
Salt Lake City, Utah 84130-0810

4. Notices. Any notices or other communications deliverable by Greyhound under the Lease shall be provided in accordance with the Agreements to the following addresses:

Utah Transit Authority
Attn: Deputy Chief – Asset Management and Business Development
3600 South 700 West
P.O. Box 30810
Salt Lake City, Utah 84130-0810

With a Copy to:

Utah Transit Authority
Attn: General Counsel
3600 South 700 West
P.O. Box 30810
Salt Lake City, Utah 84130-0810

5. Ethical Standards. UTA represents that it has not: (a) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (c) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.
6. Other Provisions. Except as specially amended by this Agreement, all terms, conditions and provisions of the Lease shall continue unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date first herein written.

UTA

THE CITY

UTAH TRANSIT AUTHORITY

SALT LAKE CITY CORPORATION

By: _____
John English, General Manager

By: _____
Ross C. Anderson, Mayor

By: _____
Michael Allegra, Chief Capital Development Officer

ATTEST AND COUNTERSIGN:

By: _____
Chief Deputy City Recorder

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO FORM AND LEGALITY:

UTA General Counsel's Office

Senior City Attorney

GREYHOUND LINES, INC

By: _____
Stephen Gorman
President and Chief Executive Officer

Exhibit J – Assignment and Assumption Agreement for Amtrak Lease

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

This Assignment, Assumption and Consent Agreement (“Agreement”) is hereby entered into this __ day of _____ 2006 by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”), Salt Lake City Corporation, a municipal corporation and political subdivision of the State of Utah (the “City”), and National Railroad Passenger Corporation, a corporation organized under the laws of the District of Columbia (“Amtrak”). UTA, the City and Amtrak are hereafter collectively referred to as the “parties” and any of the foregoing may be individually referred to as “party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS, the City and Amtrak entered into a November 2, 1999 development agreement and a November 2, 1999 lease agreement (hereafter collectively the “Intermodal Agreements”);

WHEREAS, the Intermodal Agreements provided for the relocation of Amtrak’s passenger rail station and rail improvements to the Salt Lake City Intermodal Terminal located at approximately 600 West 300 South in Downtown Salt Lake City (the “Intermodal Hub”);

WHEREAS, the Intermodal Agreements provided for the lease of approximately ____ acres of real property for the development passenger platforms, parking improvements and trackage;

WHEREAS, the Intermodal Agreements provided for the installation of a temporary, modular building to be used by Amtrak until the completion of the permanent Amtrak improvements as contemplated by Exhibit A of the development agreement;

WHEREAS, the Intermodal Agreements provided for the development of permanent Amtrak improvements in conjunction with the development of UTA’s commuter rail and light rail facilities at the Intermodal Hub;

WHEREAS, effective the date of this Agreement, the City has conveyed the Intermodal Hub (including the real estate subject to the Intermodal Agreements) and the underlying real estate to UTA;

WHEREAS, the City is willing to assign and delegate all rights and obligations under the Intermodal Agreements, and UTA is willing to accept and assume all such rights and obligations; and

WHEREAS, Amtrak consents to the assignment described herein.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and Intermodal Agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable

consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Assignment and Assumption. The City hereby assigns and delegates, and UTA hereby accepts and assumes, all rights and obligations of the City under the Intermodal Agreements. The Assignment shall be effective as of the date set forth above. Hereafter, UTA shall be solely responsible for all obligations and requirements allocated to the City under the Intermodal Agreements, and UTA shall be the sole beneficiary of all rights and obligations allocated to Amtrak under the Intermodal Agreements. Amtrak hereby releases the City from all obligations and liability accruing under the Intermodal Agreements.
2. Consent to Assignment. Amtrak hereby consents to the assignment of the Intermodal Agreements as set forth in this Agreement.
3. Payment of Rent and Other Obligations. Any rent payments or other obligations payable by Amtrak under the Intermodal Agreements shall be delivered in accordance with the Agreements and to the following address:

Utah Transit Authority
Attn: Property Administrator – Intermodal Hub
3600 South 700 West
P.O. Box 30810
Salt Lake City, Utah 84130-0810

4. Notices. Any notices or other communications deliverable by Amtrak under the Intermodal Agreements shall be provided in accordance with the Agreements to the following addresses:

Utah Transit Authority
Attn: Deputy Chief – Asset Management and Business Development
3600 South 700 West
P.O. Box 30810
Salt Lake City, Utah 84130-0810

With a Copy to:

Utah Transit Authority
Attn: General Counsel
3600 South 700 West
P.O. Box 30810
Salt Lake City, Utah 84130-0810

5. Ethical Standards. UTA represents that it has not: (a) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (c) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or

employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

6. Other Provisions. Except as specially amended by this Agreement, all terms, conditions and provisions of the Intermodal Agreements shall continue unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date first herein written.

UTA

THE CITY

UTAH TRANSIT AUTHORITY

SALT LAKE CITY CORPORATION

By: _____
John English, General Manager

By: _____
Ross C. Anderson, Mayor

By: _____
Michael Allegra, Chief Capital Development Officer

ATTEST AND COUNTERSIGN:

By: _____
Chief Deputy City Recorder

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO FORM AND LEGALITY:

UTA General Counsel's Office

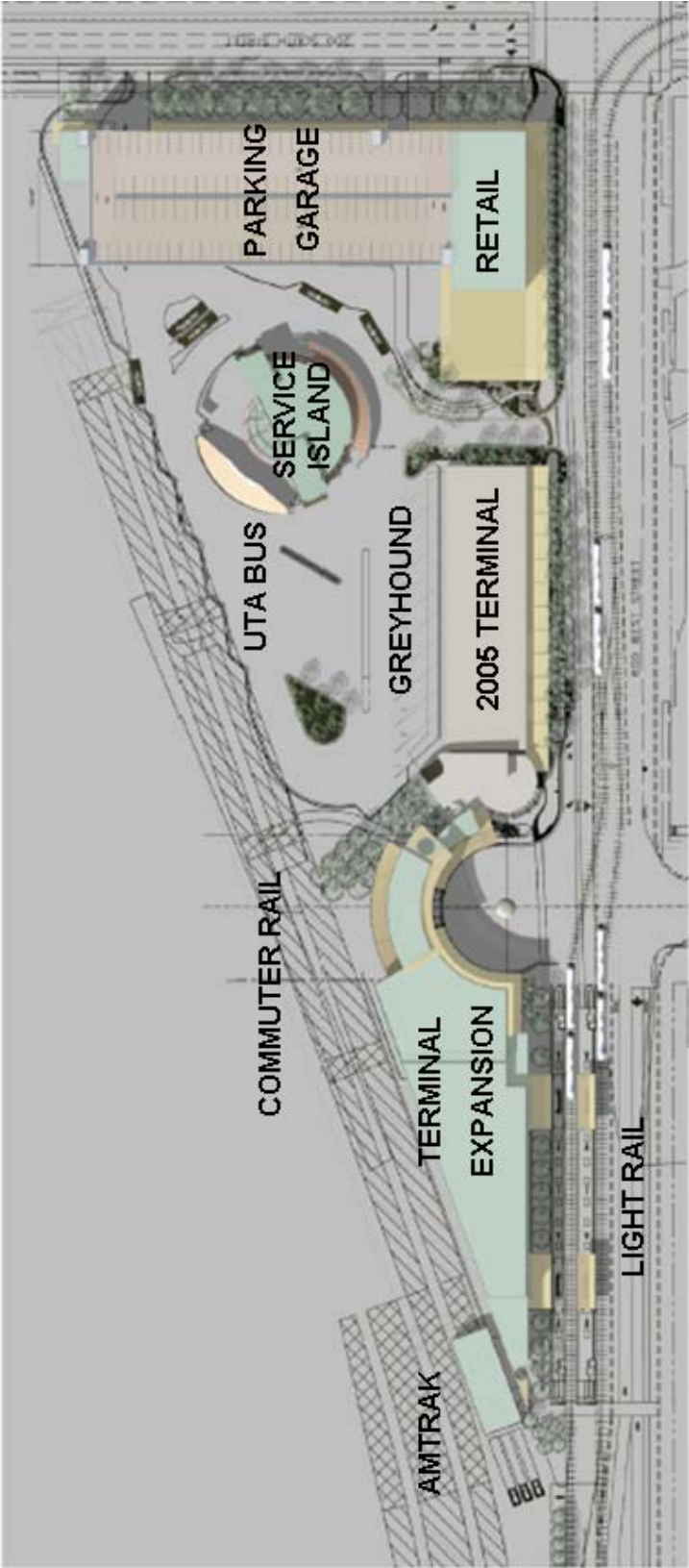
Senior City Attorney

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Lee W. Bullock
President, Amtrak Intercity

Exhibit K – Site Development Plan for Intermodal Hub





Site Plan – Hub Expansion



East Elevation – Hub Expansion

