

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY ACCEPTING THE CONVEYANCE OF REAL PROPERTY
INTERESTS ASSOCIATED WITH THE FRONTRUNNER 2X and
FRONTRUNNER POINT IMPROVEMENT PROJECTS**

R2025-09-07

September 24, 2025

WHEREAS, the Utah Transit Authority (the “Authority”) is a large public transit district organized under the laws of the State of Utah and was created to transact and exercise all of the powers in the Utah Limited Purpose Local Government Entities – Special Districts Act and the Utah Public Transit District Act (the “Act”); and

WHEREAS, pursuant to Utah Code §17B-2a-804(1)(d), the Authority has power to acquire, construct, own, and operate rights-of-way and facilities necessary or convenient for public transit service; and

WHEREAS, the Utah Department of Transportation (UDOT) has oversight and supervision of fixed guideway capital development projects within the boundaries of a large public transit district under §72-1-203(2)(r) of the Utah Code; and

WHEREAS, the Authority and UDOT are engaged in the strategic double-tracking of the Frontrunner commuter rail system under the FrontRunner 2X (“FR2X”) Project and the FrontRunner Point Improvements (“FPI”) Project (“Projects”);.

WHEREAS, as part of Projects, UDOT has undertaken the acquisition of real property interests necessary for the expansion of Frontrunner’s rights-of-way (“Property Acquisitions”); and

WHEREAS, funding for the Property Acquisitions will be provided by monies allocated by the Utah Legislature for said Projects; and

WHEREAS, UDOT and its contractors shall perform necessary environmental testing and clearances on Property Acquisitions; and

WHEREAS, upon completion of the Property Acquisitions and environmental clearances by UDOT, the real property interests will be deeded and conveyed to the Authority without cost; and

WHEREAS, the conveyed real property shall be subject to the restriction that the Authority may not transfer said interests without UDOT’s written consent; and

WHEREAS, under Board Policy 5.2(III)(A)(1)(a), the Board is charged with approving Real Property Transactions that have an aggregate value of \$250,000 or more; and

WHEREAS, the Board finds it is in the public's interest to accept the real property interests obtained by UDOT for Projects and to authorize the Executive Director to take all necessary steps necessary to effectuate the conveyance and acceptance thereof.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Authority:

1. That the Board hereby accepts the real property interests associated with Projects for the double-tracking of its FrontRunner commuter rail and FrontRunner Point Improvements that have a value of less than \$1,000,000 and have received environmental clearance.
2. That the Board hereby authorizes the Executive Director and his designee(s) to oversee the acceptance of said real property interests in a form consistent with the sample deed and affidavit attached hereto as Exhibit "A".
3. That Authority staff report quarterly to the Board as part of its public agenda on the number of parcels acquired during the previous quarter, the square footage, location, and value.
4. The approval granted hereunder shall expire December 31, 2027.
5. That the corporate seal be attached hereto.

Approved and adopted on this 24th day of September, 2025.

DocuSigned by:



86E38485ACBE4D0...

Carlton Christensen, Chair
Board of Trustees

ATTEST:

DocuSigned by:



8D8A6B67E3AA450

Annette Royle
Secretary of the Authority



(Corporate Seal)

Approved As To Form:

Signed by:

0161046DE4724A2...
Legal Counsel

Exhibit "A"

Sample Deed and Public Entity Affidavit

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

WITH A COPY TO:
Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84104

Warranty Deed

_____ County

Tax ID No. XX:XXX:XXXX
PIN No. 20253
Project No. S-ST99(835)
Parcel No. ST99:XX:Z

_____, Grantor, of ___ County of ___, State of ___, hereby CONVEYS AND WARRANTS to the UTAH TRANSIT AUTHORITY a large public transit district organized and existing pursuant to Utah law, Grantee, at 669 West 200 South, Salt Lake City, Utah 84101, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in _____ County, State of Utah, to-wit:

INSERT LEGAL DESCRIPTION: _____

The above-described part of an entire tract contains _____ square feet in area or _____ acre.

(Note: Rotate above bearings 00°05'03" counterclockwise to equal Railroad bearings)

SUBJECT TO the interests of the Utah Department of Transportation ("UDOT"), which is authorized to act on behalf of, or in collaboration with, the Grantee, for the FR2X project, referred to by UDOT with UDOT Project Number S-ST99(835), UDOT PIN 20253 (the "Project"), and more fully explained in the Memorandum Agreement attached hereto as Exhibit A. The real property conveyed in this deed is intended to be part of the Project, and is therefore subject to UDOT's rights. The land may not be transferred or conveyed without the written, signed consent of UDOT.

This property was acquired with the assistance of federal funds and is bound by a covenant of nondiscrimination pursuant to 28 CFR 42.105(a)(2). The Grantee covenants for itself, its heirs, assigns and successors-in-interest, that Grantee shall not discriminate on the basis of race, color, national origin, sex, age, religion, disability, or any other protected classification under applicable federal or state law in the use, lease,

sale, operation, or occupancy of the property or in any program or activity conducted thereon. Further, that this covenant shall run with the land and remain in effect for the entire useful life of the project as determined by the Federal Transit Administration or other applicable federal agency; and that the United States of America shall have the right to enforce this covenant and may require corrective action, including recovery of the federal interest, in the event of noncompliance.

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, in the year 20____, before me personally appeared _____, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

Exhibit "A"

MEMORANDUM AGREEMENT

This MEMORANDUM AGREEMENT is entered into between the Utah Transit Authority ("UTA") and the Utah Department of Transportation ("UDOT"), regarding the FrontRunner 2X Project (FR2X), which is UDOT Project Number S-ST99(835), UDOT PIN 20253 (referred to herein as the "Project").

The Utah Legislature has allocated certain funds for UDOT to acquire properties to be used for the Project (which includes the property deed to which this Memorandum Agreement is attached), but such properties will be acquired in the name of UTA. The parties agree that any properties acquired by UDOT for the Project (i) will not be disposed of by UTA without prior notice to UDOT (which notice shall be given within a reasonable time after UTA determines a property is surplus) and receipt of UDOT's written consent to the disposition; (ii) that if a federal interest has attached to the property due to Federal Transit Administration (FTA) participation in the Project, any disposition will be conducted in accordance with the FTA's (or its successor agency's) regulations and guidance; and (iii) whether such disposition is by sale or transfer of ownership to another party, UDOT will have the right to receive all sales proceeds or, if parties in addition to UDOT contributed to the purchase of the property, UTA will repay to UDOT UDOT's share of the fair market value, whichever is greater. In the event any property acquired for the Project is disposed of without UDOT's consent, UDOT shall have the right to collect from UTA an amount equal to the sales proceeds and UDOT's damages, which it may do by withholding amounts that might be owing to UTA for this or any other project, or any other remedy available at law or in equity. All properties acquired for this Project may have the following language in the conveyance deed to UTA, which is enforceable as a material term of this Agreement:

SUBJECT TO the interests of the Utah Department of Transportation ("UDOT"), which is authorized to act on behalf of, or in collaboration with, the Grantee, for the FR2X project, referred to by UDOT with UDOT Project Number S-ST99(835), UDOT PIN 20253 (the "Project"), and more fully explained in the Memorandum Agreement attached hereto as an exhibit. The real property conveyed in this deed is intended to be part of the Project, and is therefore subject to UDOT's rights. The land may not be transferred or conveyed without the written, signed consent of UDOT.

UTA agrees that this Memorandum may be attached as an exhibit to any deed conveying land to UTA that is intended to be part of the Project, and UTA also agrees to cooperate with UDOT to execute and deliver such further documents and to take such further actions as may be reasonably necessary not only to carry out the purposes of the Project, but to protect the legislative intent in using these funds for UDOT's construction of public transit projects.

UTAH TRANSIT AUTHORITY

UTAH DEPARTMENT OF TRANSPORTATION

Janelle Robertson 05/20/2025
Janelle Robertson (May 15, 2025 13:49 MDT)

Brian Allen 05/20/2025
Brian Allen (May 14, 2025 15:00 MDT)

By: Janelle Robertson Date
 Its: Project Manager III

By: Brian Allen Date
 Its: Transit Project Director

David Hancock 05/20/2025

Ross Crowe 05/20/2025
Ross Crowe (May 14, 2025 14:55 MDT)

By: David Hancock Date
 Its: Chief Capital Services Officer

By: Ross Crowe Date
 Its: UDOT Right of Way Director

Mike Bell 05/20/2025
Mike Bell (May 14, 2025 14:54 MDT)

Jodi Howick 05/20/2025
Jodi Howick (May 20, 2025 10:53 MDT)

By: Mike Bell Date
 Its: Assistant Attorney General

By: Jodi Howick Date
 Its: Assistant Attorney General

Tax ID No. XX:XXX:XXXX
PIN No. 20253
Project No. S-ST99(835)
Parcel No. ST99:XX:Z

PUBLIC ENTITY AFFIDAVIT – GRANTEE: Utah Transit Authority (UTA)

I, _____, being of legal age and authorized by the Utah Transit Authority, hereafter "public entity," being first duly sworn, depose and state as follows:

The public entity consents to the conveyance of the real property interest identified above by deed from _____. By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property interest described in the attached deed and legal description.

The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property interest described in the attached legal description and deed and does not waive or modify any legal rights in connection with the same.

This Public Entity Affidavit is only intended to evidence that the public entity consents to _____ conveying the real property interest described in the attached deed and legal description to the public entity.

"I do solemnly swear (or affirm) under penalties of perjury that the statements in this document are true:"

Signature Date
By: _____
Its: _____
Signed by Authority of: _____

State of Utah,
County of _____

Subscribed and sworn to before me this _____ day of _____, 20____

SEAL _____
Notary Public