

**REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING
AND LEGAL EXPENSES**

THIS REIMBURSEMENT AGREEMENT (this "**Agreement**") is made and entered into as of _____ (the "**Effective Date**"), by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("**Railroad**"), and UTAH TRANSIT AUTHORITY, a municipal corporation or political subdivision of the State of Utah ("**Agency**").

RECITALS

A. Agency desires to initiate a project affecting Railroad's track and right of way, such project and its location are more particularly described on Exhibit A attached hereto (the "**Project**").

B. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project, and Agency agrees to reimburse Railroad for its costs and expenses associated with services provided by Railroad, in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (the "**PE Work**"). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Railroad's estimated cost for the PE Work is ONE MILLION FIVE HUNDRED SEVENTY EIGHT THOUSAND and 00/100 Dollars (\$1,578,000.00) (the "**PE Work Estimate**"). Notwithstanding the PE Work Estimate, Agency agrees to reimburse Railroad and/or Railroad's third party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred by Railroad in connection with the Project. Agency's obligation hereunder to reimburse Railroad (and/or its third party consultant, as applicable) for the PE Work shall apply regardless if Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. Agency and Railroad anticipate the need to commence negotiation of one or more agreements documenting the design, construction, operation and/or maintenance of the Project (the "**Project Documents**"). Agency acknowledges Railroad (by utilizing its

inhouse legal staff and/or a private law firm retained by Railroad) will provide legal services in connection with the Project, and that Railroad, in its sole discretion, may select and retain a private law firm in connection with the Project, and that such law firm will represent only Railroad and provide services to only Railroad in connection therewith (the "**Legal Work**"). Agency hereby agrees to reimburse Railroad for all costs and expenses incurred by Railroad in connection with the Legal Work, including, without limitation, fees charged by such private law firm for its preparation, negotiation, review, and/or finalization of the Project Documents on behalf of Railroad.

4. Railroad's estimated cost for the Legal Work is ONE HUNDRED THOUSAND and 00/100 Dollars (\$100,000.00) (the "**Legal Work Estimate**"). Notwithstanding the Legal Work Estimate, Agency agrees to reimburse Railroad and/or Railroad's third party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred by Railroad in connection with the Project. Agency's obligation to reimburse Railroad for the Legal Work shall apply regardless whether the parties reach agreement as to terms and conditions of the Project Documents and proceed with the Project.

5. During the performance of the Railroad's work in connection with the Project, Railroad will provide (and/or will cause its third party consultant to provide) progressive billing to Agency based on actual costs. Within one hundred eighty days (180) days after receiving written notice from Agency that all Project work contemplated herein has been completed, Railroad will submit (and/or will cause its third party consultant to submit) a final billing to Agency for any balance owed for the Railroad's work. Agency shall pay Railroad (and/or its third party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted by Railroad for its work in connection with the Project. Bills will be submitted to the Agency using the contact information on Exhibit C.

6. For purposes of clarity, this Agreement does not create any obligations or agreements whatsoever between Railroad and Agency in connection with the Project except for those that are expressly stated in this Agreement (for example, but not in any way limiting the generality of the foregoing, nothing in this Agreement shall be interpreted as either party undertaking any obligations related to the negotiation of the Project, or as an agreement between the parties to ultimately proceed with the Project), and no such additional obligations or agreements shall exist unless and until each party approves and executes, in its sole discretion, a final and definitive written agreement or agreements setting forth the same.

7. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications and prepare material and force cost estimates for any Project related work performed by Railroad.

8. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Project Agreement (the "**Project Agreement**") which shall provide the terms and conditions for the further design, construction, maintenance and operation of the Project. Unless otherwise expressly set forth in the Project Agreement, the further design,

construction, maintenance and operation of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the Project Agreement is finalized and executed by Agency and Railroad.

9. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

10. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

11. This Agreement sets forth the entire agreement between the parties regarding the Project. To the extent that any terms or provisions of this Agreement regarding the Project are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

UNION PACIFIC RAILROAD
COMPANY, a Delaware corporation

By: _____
Title: _____

UTAH TRANSIT AUTHORITY

By: _____
Title: Executive Director

By: _____
Title: Chief Service Development Officer

By:  _____ 2/17/2022
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Title: Assistant Attorney General/UTA Legal Counsel

Exhibit A

Project Description and Location

Project Description

Utah Transit Authority proposes to install sections of double mainline track through the Salt Lake City Metro area to connect with existing double mainline track, including new track construction, track shifts, and reconstruction of the crossings referred to below.

Location

Subdivision	DOT	Crossing Type	Milepost	Street Name
Provo	254891W	Public	716.29	Center Street
Provo	254886A	Public	716.78	200 South Street
Provo	254884L	Public	716.95	Main Street
Provo	254882X	Public	717.23	500 West Street
Provo	254881R	Public	717.89	900 North Street
Provo	254879P	Public	718.59	1500 North Street
Provo	921199K	Private	726.38	Private
Provo	254876U	Private	724.59	1300 West
Provo	254762G	Public	736.71	5900 South
Frontrunner	970216G	Private	2.84	Private
Provo	254790K	Public	743.07	1700 South
Salt Lake	928484H	Private	783.44	Private
Salt Lake	805686P	Private	783.44	Private-Salt Lake Yard
Salt Lake	970182P	Private	783.44	Private
Salt Lake	805655R	Public	790.92	500 South
Salt Lake	805647Y	Public	792.55	1600 North
Salt Lake	805620P	Public	810.80	1300 North
Salt Lake	805619V	Public	811.31	1800 North
Salt Lake	805618N	Public	811.79	2300 North

Exhibit B

Scope

PE Work

1. Preliminary engineering and other related services, including review of any Project designs, plans and/or specifications
2. Preparation of force account cost estimates for any Project work to be performed by Railroad
3. Review of the Project's preliminary layouts
4. Field diagnostic(s) and inspections
5. Meetings and travel
6. Any investigation, analysis, participation and preparation of documents as may be required in Railroad's discretion from real property perspective, including but not limited to property surveys, researching surface and subsurface property impacts such as utilities and signboards.

Legal Work

1. Legal Work as necessary for progression of Project Documents and Project Agreement

Exhibit C Billing Contact Information

Name	Janelle Robertson
Title	Project Manager
Address	669 W 200 S, Salt Lake City, UT, 84101
Work Phone	(801) 237-1951
Cell Phone	
Email	jarobertson@rideuta.com
Agency Project No.	