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When Recorded Mail To:

Laura Lockhart
Utah Attorney General's Office
P.O. Box 140873
Salt Lake City, UT 84114-0873

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SHERYL L. WHITE, DAVIS CNTY RECORDER
2002 APR 16 9:39 AM FEE .00 DEP MT
REC'D FOR UTAH TRANSIT AUTHORITY

In the Matter of:
Utah Transit Authority
Surface Passenger Rail Transportation Corridor

Agreement, Grant of Access to DEQ, and
Covenants Not to Sue Utah Transit Authority

Pertains to that certain property described in Exhibit "1" and Exhibit "2"
attached hereto and incorporated herein by this reference.

STATE OF UTAH
DEPARTMENT OF ENVIRONMENTAL QUALITY

<p>IN THE MATTER OF:</p> <p>UTAH TRANSIT AUTHORITY Surface Passenger Rail Transportation Corridor</p>	<p>AGREEMENT, GRANT OF ACCESS TO DEQ, AND COVENANTS NOT TO SUE UTAH TRANSIT AUTHORITY</p>
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I. INTRODUCTION

This Agreement and Covenant Not to Sue ("Agreement") is made and entered into by and between the State of Utah, Department of Environmental Quality ("DEQ"); and Utah Transit Authority (collectively, the "Parties").

This Agreement is entered into pursuant to the Hazardous Substances Mitigation Act, as amended ("HSMA"), § 19-6-301, *et seq.*, Utah Code Annotated 1953, as amended, and the authority of the Executive Director of the Department of Environmental Quality to compromise and settle claims under HSMA and the Comprehensive Environmental Response, Compensation and Liability Act.

UTA has entered into agreements to purchase the majority of the Surface Passenger Rail Transportation Corridor from the Union Pacific Railroad. UTA intends to change the use of the Property to a Surface Passenger Rail Transportation System that is in accordance with the public and private institutional controls. The creation of a Surface Passenger Rail Transportation System is anticipated to reduce automobile traffic and its attendant exhaust and therefore offers the potential to improve air quality in the State.

The Parties agree to undertake all actions required of them by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Sections VII, VIII, IX, and X, the potential liability of the UTA for the Existing Contamination at the Property (as such terms are hereinafter defined) which may otherwise result from UTA becoming the owner of or operator on the Property.

The Parties agree that UTA's entry into this Agreement, and the actions undertaken by UTA in accordance with this Agreement, do not constitute an admission of any liability by UTA.

The resolution of this potential liability, in exchange for provision by UTA of a substantial benefit to the State of Utah is in the public interest.

II. DEFINITIONS

1. Terms used in this Agreement shall have the meaning assigned to them in the following sources, including any amendments to those sources, in the order given: (a) definitions contained in this Agreement; (b) HSMA; (c) HSMA rules; (d) CERCLA; and (e) CERCLA regulations.

2. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.
3. "Existing Contamination" shall mean any hazardous substances, hazardous materials, pollutants, or contaminants present or existing on or under the Property as of the effective date of this Agreement.
4. "Federal Agreement" or "PPA" shall mean the Prospective Purchaser Agreement entered into or being negotiated with the U.S. EPA.
5. "HSMA" shall mean the Utah Hazardous Substances Mitigation Act, Utah Code Sections 19-6-301 et seq.
6. "Parties" shall mean the DEQ and UTA.
7. "Property" shall mean the Surface Passenger Rail Transportation Corridor, described in Exhibit I of this Agreement.
8. "Response" shall have the meaning assigned in CERCLA and, to the extent that meaning does not include the following activities, shall also include:
 - a. Post-remedial activities necessary to assure that the remedy has been implemented appropriately and that property owners are complying with institutional controls; and
 - b. Activities associated with the periodic reviews required by CERCLA Section 121(c) (42 U.S.C. Section 9621(c)).
9. "UTA" shall mean Utah Transit Authority.
10. "Site" shall mean the Property.
11. "DEQ" shall mean the State of Utah, Department of Environmental Quality.
12. "UPRR" shall mean the Union Pacific Railroad Company.

III. STATEMENT OF FACTS

13. The UTA represents the following information and for the purposes of this Agreement the DEQ relies on those representations.
 - A. The Utah Transit Authority (UTA) is acquiring from Union Pacific Railroad (UPRR) a corridor from Payson, Utah to Brigham City, Utah (the "Mainline Corridor"). The Mainline Corridor is generally a twenty foot wide section of the existing UPRR corridor and approximately 150 miles long. The UTA is also purchasing the Provo Industrial Lead from the Point of the Mountain south to Lindon, Utah (the TRAX Extension). In addition, UTA is purchasing the D&RGW North Line, Bingham Industrial Lead between Midvale and the end of the line, and the Sugarhouse Spur located in South Salt Lake City and three related facilities adjacent to the UPRR Mainline Corridor; the UPRR Maintenance Facility, the UPRR Auto Transfer Facility at Clearfield and the UPRR Freight Intermodal Facility at North Salt Lake. These corridors and facilities are all described in Exhibit 1 and shown in Exhibit 2 and collectively referred to herein as the "Property" or "Site".

- B. The railroad corridors run through some of the most industrialized areas of the state with long histories of various uses. Potential sources of contamination cover the entire range of industry and industrial processes which have occurred in the valley including but not limited to mills and mill tailings, oil refining and recycling, manufactured gas plants, chemical plants, auto repair facilities, etc. A Phase I and Phase II Environmental Assessment of the corridor recently conducted by Parsons Engineering Science on behalf of UTA identified over 2300 sites of potential concern within a half mile of the corridors, with over 400 within 500 feet and 76 within 100 feet. Included in the corridors are numerous known areas of contamination such as the plume near the Amoco refinery and the contamination in the Salt Lake and Ogden UPRR yards.
 - C. UTA's planned activity on each of the corridors except the D&RGW North Line is to construct a passenger rail system. The rail system will be at grade or above existing grade in most areas, and stations are not planned in these corridors so very little excavation work will be required. There will be some excavation for switching, bridges, supports, etc. and possibly for stability reasons, The actual amount and extent of excavation should be minimal. During excavation and other construction activities, it is very likely that historical contamination will be encountered.
 - D. The immediate use of the D&RGW North Line is for a rail-to-trail, biking/walking path. The rails will be removed and the line covered to allow use as a trail. In the future, the DRGW Corridor may be used as a rail system; in that event, the existing ballast will be used as part of the rail line. Also in the future, the D&RGW North Line may be used for a buried utility corridor. The utility infrastructure will be buried and the uncontaminated excavated material will be used to cover the buried utilities.
14. UTA represents, and for the purposes of this Agreement the DEQ relies on those representations, that UTA's involvement with the Property as of the effective date of this agreement, has been limited to the following: 1) negotiating and entering into agreements for purchase of the UPRR; and, 2) negotiating an agreement and covenant not to sue with the EPA.

IV CONSIDERATION

15. In consideration of and in exchange for the DEQ's Covenant Not to Sue in Section VIII herein, UTA: 1) shall preserve a corridor for commuter rail and shall comply with the terms of the Federal Agreement and this Agreement; 2) shall grant DEQ access to the Site as hereafter provided; 3) shall comply with the institutional controls approved by the DEQ in a record of decision (ROD) or other applicable document with respect to any development at the Site; 4) shall exercise due care as hereafter provided; and 5) shall pay DEQ its costs for negotiating this

Agreement and for reviewing reports and overseeing work associated with this Agreement at rates established by the Legislature in the DEQ's fee schedule. UTA shall at the time it enters into this Agreement, make an initial payment to DEQ in the amount of \$2,000 and DEQ shall apply its costs against that amount. If either party anticipates that DEQ's costs will exceed \$2,000, that party shall notify the other and the parties shall meet promptly to resolve any concerns budgetary or otherwise, regarding the payment of those additional costs and if the oversight is necessary. If it is determined that the oversight costs are necessary, UTA shall use its best efforts to obtain funding to pay DEQ's costs. DEQ shall bill UTA for any costs that exceed \$2,000 as they are incurred. If agreed and budgeted, UTA shall pay DEQ within 30 days of billing unless DEQ agrees to an extended payment schedule after notification from UTA that UTA requires more time. If UTA is unable to pay the additional proposed costs, UTA and UDEQ shall consult to determine whether UTA should cease work. UTA shall not cease work unless after consultation, the DEQ directs the UTA to do so. If some portion of the original \$2,000 remains after DEQ's oversight and review is finished, the remainder shall be deposited into the Hazardous Substance Mitigation Fund.

V. ACCESS/NOTICE TO SUCCESSORS IN TITLE

16. Commencing upon the date that the UTA acquires title to the Property, or any portion thereof, UTA agrees to provide to the DEQ, its authorized officers, employees, representatives, and all other persons performing Response actions under the DEQ's oversight, an irrevocable right of access at all reasonable times, and any time in the event of an emergency, to enter the Property and to any other property to which access is required for the implementation of Response actions at the Site, to the extent access to such other property is controlled by the UTA, for the purposes of performing and overseeing Response actions at the Site under applicable law. Response actions may include: conducting field inspections and investigations, taking samples, including split samples, of air, soil, surface water, ground water, and materials disposed of on the Site; drilling of holes for surface and subsurface investigations; installation of monitoring wells; taking Response actions as specified in the ROD or other applicable document; and other such actions as may be necessary to protect human health and the environment. To the extent it is initiating or leading oversight of a Response action, the DEQ agrees to provide reasonable notice, considering the circumstances, to UTA and UPRR of the timing of Response actions to be undertaken at the Property. Notwithstanding any provision of this Agreement, the DEQ retains all of its access authorities and rights, including enforcement authorities related thereto, under applicable law.

17. Within thirty (30) days after the effective date of this Agreement, UTA shall record with the Salt Lake, Utah, Davis and Weber County's Recorder's Office a copy this Agreement. Thereafter, each deed, title, or other instrument conveying an interest in the Property shall contain a notice stating that the Property is subject to this Agreement. A copy of these documents shall be sent to the persons listed in Section XV (Notices and Submissions).
18. UTA shall ensure that successors in title or interest, lessors and sublessees of the Property shall provide the same access and cooperation.
19. UTA agrees to abide by all access requirements and institutional controls and shall record access easements and restrictive covenants deemed necessary by the DEQ or the EPA.

VI. DUE CARE/COOPERATION

20. UTA shall exercise due care at the Site with respect to the Existing Contamination and shall comply with all applicable Federal, State and local laws and regulations. UTA agrees to cooperate fully with the DEQ in the implementation of Response actions at the Site and further agrees not to interfere with such Response actions. To the extent it is initiating or leading oversight of a Response action, DEQ agrees to use reasonable efforts to minimize any interference with UTA's operations by such entry and Response.
 - A. In the event UTA becomes aware of any action or occurrence which causes or threatens a release of hazardous substances, hazardous materials, pollutants, or contaminants at or from the Site that constitutes an emergency situation or may present an immediate threat to public health, welfare or the environment, UTA shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under applicable law, immediately notify DEQ of such release or threatened release.
 - B. In the event UTA becomes aware of pollutants or contaminants, whether constituting an emergency situation or not:
 1. UTA shall characterize all soil that is to be excavated and/or removed that appears to or has the potential to be contaminated. Any soil found to be contaminated and/or hazardous waste, upon excavation, shall be handled and disposed of by UTA under all applicable State and Federal Regulations. Except as required by paragraph 20.A. above, UTA shall be required to excavate only soil required for the construction of the passenger rail system or other activities related to the use of the corridor.
 2. UTA shall provide the DEQ with copies of all analytical data obtained from the sampling of suspected or known contaminated areas, and a corresponding map that identifies all sampling

- locations and the area of contamination and shall make samples available upon request.
3. UTA shall include any field observation or historical information that they have on the possible source and extent of the contamination.
 4. UTA shall coordinate any excavation activities within any CERCLA sites or potential CERCLA sites (including the Ogden Railyard site) or other DEQ sites with the appropriate designated DEQ representative.
 5. UTA shall, at UTA's election, either:
 - (1) abate the contamination it encounters with oversight provided by DEQ at UTA's expense prior to placing any structure over or near the encountered contamination; or
 - (2) cooperate fully as required by the DEQ or EPA at the time response action is taken by DEQ, EPA or by a responsible party under DEQ or EPA oversight. "Cooperate fully" means that UTA shall provide access and shall comply with institutional controls approved by DEQ without seeking compensation from DEQ or EPA regardless of whether operations are interrupted or structures are damaged or destroyed.

VII. CERTIFICATION

21. By entering into this Agreement, UTA certifies that to the best of its knowledge and belief it has fully and accurately disclosed to DEQ all information known to UTA and all information in the possession or control of its officers, trustees, employees, contractors and agents which relates in any way to any Existing Contamination or any past or potential future release of hazardous substances, hazardous materials, pollutants, or contaminants at or from the Site. UTA also certifies that to the best of its knowledge and belief it has not caused or contributed to a release or threat of release of hazardous substances, hazardous materials, pollutants, or contaminants at the Site. If information provided by UTA is not materially accurate and complete, DEQ may terminate this Agreement and the Covenant Not To Sue and other benefits DEQ granted to the UTA under this Agreement shall be null and void.

VIII. DEQ'S COVENANT NOT TO SUE

22. Subject to the Reservation of Rights in Section IX of this Agreement, payment of the amount specified in Section IV (Consideration) of this Agreement and upon execution and recordation of the access easements as required under Section V (Access/Notice to Successors in Title), and excluding the Emergency Provisions of sections 19-6-309 and 310 of HSMA, the DEQ covenants not to sue or take any

other civil or administrative action against UTA for any and all civil liability for injunctive relief or reimbursement of Response costs, or for natural resource damages, pursuant to the provisions of the HSMA and Sections 106 or 107(a) and (f) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a) and (f) with respect to the Existing Contamination at the Property.

IX. RESERVATION OF RIGHTS

23. The covenant not to sue set forth in Section VIII above does not pertain to any matters other than those expressly specified in Section VIII (DEQ's Covenant Not to Sue). The DEQ reserves and this Agreement is without prejudice to all rights against UTA with respect to all other matters, including but not limited to, the following:
- a. claims based on a failure by UTA to meet a requirement of this Agreement, including but not limited to, Section IV (Consideration), Section V (Access/Notice to Successors in Title), Section VI (Due Care/Cooperation), and Section XIV (Payment of Costs);
 - b. any liability resulting from past releases of hazardous substances, hazardous materials, pollutants, or contaminants at or from the Site caused or contributed to by UTA, or its successors or assigns;
 - c. any liability resulting from future releases of hazardous substances, hazardous materials, pollutants, or contaminants at or from the Site caused or contributed to by UTA, its successors, assigns, lessees or sublessees;
 - d. any liability resulting from exacerbation by UTA, its successors, assignees, lessees or sublessees, of Existing Contamination;
 - e. any liability resulting from the release or threat of release of hazardous substances, hazardous materials, pollutants, or contaminants at the Site after the effective date of this Agreement, not within the definition of Existing Contamination;
 - f. criminal liability; and
 - g. liability for violations of Federal, State or local laws or regulations.
24. With respect to any claim or cause of action asserted by the DEQ, UTA shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.
25. Nothing in this Agreement is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the DEQ may have against any person, firm, corporation or other entity not a party to this Agreement.
26. Nothing in this Agreement is intended to limit the right of DEQ to undertake future Response actions or restoration actions at the Site or to seek to compel parties other than UTA to perform or pay for Response actions or restoration actions at the Site. Nothing in this Agreement shall in any way restrict or limit the nature or scope of Response actions or restoration actions which may be taken

or be required by DEQ in exercising its authority under State or Federal law. UTA acknowledges that it is purchasing property where Response actions may be required. Furthermore, nothing in this Agreement is intended to limit the right of the DEQ to seek to compel parties other than UTA to pay damages for injuries to natural resources at the Site associated with the Existing Contamination, nor does this Agreement restrict or limit the scope of those damages.

X. UTA'S COVENANT NOT TO SUE

27. In consideration of the DEQ's Covenant Not To Sue in Section VIII of this Agreement, UTA hereby covenants not to sue and not to assert any claims or causes of action against the DEQ, its authorized officers, employees, or representatives with respect to the Site or this Agreement, including but not limited to, any claim against DEQ under CERCLA Sections 107 or 113 related to the Site, or any claims arising out of Response activities at the Site, including claims based on DEQ's oversight of such activities or approval of plans for such activities.

XI. PARTIES BOUND/TRANSFER OF COVENANT

28. This Agreement shall apply to and be binding upon the DEQ, and shall apply to and be binding on UTA, its officers, trustees, employees, and agents. Each signatory of a Party to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party.
29. The rights, benefits and obligations conferred upon UTA or to any subsequent Property owner ("Property Owner") under this Agreement may be assigned or transferred to a successor-in-title if the requirements of this paragraph are met.
- a. UTA shall obtain DEQ's express written approval of the assignment of rights benefits and obligations under this Agreement before the property is transferred and shall give the DEQ written notice of conveyance of any interest in the Property described herein within thirty (30) days after the conveyance.
 - b. No conveyance of any title in the Property shall be consummated by UTA without, before the transfer: 1) providing copies of this Agreement to the UTA's successor-in-title; 2) requiring the successor-in-title to assume in writing the UTA's obligations and responsibilities under this Agreement; and 3) obtaining the successor's-in-title written acknowledgment that it is purchasing property where Response actions may be required.
30. If the UTA complies with the requirements of paragraph 29, the UTA shall not be responsible for any subsequent action or inaction at the conveyed portion of the Property. If the conveying Property Owner (including UTA) does not comply with the requirements of paragraph 29, the conveying Property Owner shall

- continue to be bound by all the terms and conditions of this Agreement for the conveyed Property.
31. Notwithstanding any other provision of this Agreement, no transfer of the benefits conferred under this Agreement may be made to any person who would be subject to liability for Existing Contamination at the Site pursuant to the Hazardous Substance Mitigation Act or to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a) for any reason other than the person's status as owner or operator of the Site after the date of this Agreement, nor shall the DEQ's Covenant Not To Sue be effective with respect to any successors-in-title who do not agree in writing to comply with this Agreement and who do not obtain DEQ's written approval of the assignment prior to the transfer.

XII. DISCLAIMER

32. This Agreement in no way constitutes a finding by the DEQ as to the risks to human health and the environment which may be posed by contamination at the Property nor constitutes any representation by the DEQ that the Property is fit for any particular purpose.

XIII. DOCUMENT RETENTION

33. UTA agrees to retain and make available to the DEQ all site studies and investigations, and construction documents relating to operations at the Property, for at least ten (10) years following the effective date of this Agreement, unless otherwise agreed to in writing by the Parties. At the end of ten (10) years, UTA shall notify DEQ of the location of such documents and shall provide DEQ with an opportunity to copy any documents at the expense of DEQ.

XIV. PAYMENT OF COSTS

34. If UTA fails to comply with the terms of this Agreement, including but not limited to, the provisions of Section V (Access/Notice to Successors in Title) or Section VI (Due Care/Cooperation), it shall be liable for all litigation and other enforcement costs incurred by the DEQ to enforce this Agreement or otherwise obtain compliance.

XV. NOTICES AND SUBMISSIONS

35. UTA shall send copies of notices and other documents required by this Agreement to DEQ as specified below.

Superfund Project Manager, UTA Surface Passenger Rail Corridor

Division of Environmental Response & Remediation
Department of Environmental Quality
168 North 1950 West
Salt Lake City, Utah 84114-4840

DEQ will send all correspondence to UTA at the addresses listed below.

Utah Transit Authority
c/o General Counsel
3600 South 700 West
Salt Lake City, UT 84119

XVI. EFFECTIVE DATE

36. The effective date of this Agreement shall be the date of last signature.

XVII. TERMINATION

37. If UTA or successor-in-title believes that any or all of the obligations under Section V (Access/Notice to Successors in Title) are no longer necessary to ensure compliance with the requirements of this Agreement, that party may request in writing that the DEQ agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s) in question shall continue in force unless and until the party requesting such termination receives written agreement from the DEQ to terminate such provision(s). Any denial by DEQ may be challenged only in accordance with the provisions of the Utah Administrative Procedures Act, Utah Code Ann. § 63-46b-1 *et seq.*, Utah Code Annotated 1953, as amended. Neither UTA nor successors-in-title shall otherwise institute legal proceedings, by way of quiet title or otherwise, to void or amend this Agreement unless DEQ has given advance written approval for such.

XVIII. CONTRIBUTION PROTECTION

38. With regard to claims for contribution against UTA, the Parties hereto agree that UTA is entitled to protection from contribution actions or claims as provided in CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), and, if and to the extent applicable, the provisions of the HSMA, for matters addressed in this Agreement. The matters addressed in this Agreement are all Response actions taken or to be taken and Response costs incurred or to be incurred by the DEQ, the United States, or any other person at the Site with respect to the Existing Contamination.
39. UTA agrees with respect to any suit or claim for contribution brought by it for matters related to this Agreement that it will notify the DEQ in writing no later than sixty (60) days prior to the initiation of such suit or claim.

- 40. UTA also agrees that with respect to any suit or claim for contribution brought against them for matters related to this Agreement it will notify in writing the DEQ within ten (10) days of service of the complaint on them.


XIX. EXHIBITS

- 41. Exhibit 1 shall mean the description of the Property which is the subject of this Agreement.
- 42. Exhibit 2 shall mean the map depicting the Site.

IT IS SO AGREED:

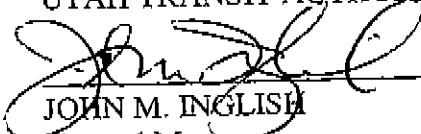
STATE OF UTAH, DEPARTMENT OF ENVIRONMENTAL QUALITY

BY:


 _____ Date: 4/4/02

Dianne R. Nielson, Ph.D.
Executive Director

IT IS SO AGREED:
UTAH TRANSIT AUTHORITY

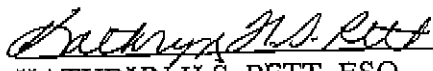
 _____ Date: 4/2/02

JOHN M. ENGLISH
General Manager

 _____ Date: 4/2/02

KENNETH D. MONTAGUE, JR.
Director of Finance and Administration

UTAH TRANSIT AUTHORITY
APPROVED AS TO FORM:

 _____ Date: 4-2-02

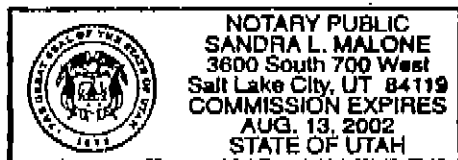
KATHRYN H.S. PETT, ESQ.
General Counsel

ACKNOWLEDGMENTS

STATE OF UTAH)
 : §.
COUNTY OF Salt Lake)

On April 2nd, 2002, before me, Sandra L. Malone, personally appeared John M. English, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity on behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

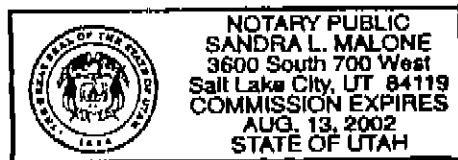


Sandra L. Malone
Signature

STATE OF UTAH)
 : §.
COUNTY OF Salt Lake)

On April 2nd, 2002, before me, Sandra L. Malone, personally appeared Kenneth D. Montague, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity on behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

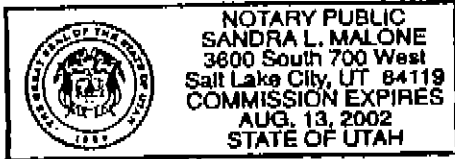


Sandra L. Malone
Signature

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

On April 2nd, 2002, before me, Sandra L. Malone,
personally appeared Kathryn H.S. Pitt, personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person whose name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in his/her authorized capacity, and that by
his/her signature on the instrument the person or the entity on behalf of which the person acted
executed the instrument.

WITNESS my hand and official seal.

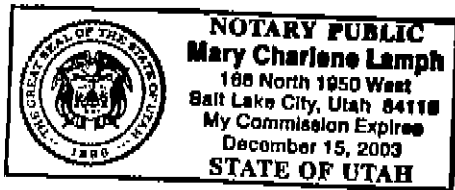


Sandra L. Malone
Signature

STATE OF UTAH)
 : §.
COUNTY OF Salt Lake)

On 4 April, 2002, before me, Mary Charlene Lamph, personally appeared Dianne R. Nielsen personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity on behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.



Mary Charlene Lamph
Signature

EXHIBIT "1"

Description of Property

EXHIBIT 1

LIST OF PROPERTIES

The Sections listed in this document refer to the Purchase and Sale Agreement.

3.2 Section 3.2 Properties.

- (a) the main line corridor right-of-way of the Salt Lake Subdivision – Joint Line of Union Pacific Railroad Company (formerly The Denver and Rio Grande Western Railroad Company) as said line extends in a northerly direction from the south line of 400 North Street of Bountiful (Woods Cross), Utah, M.P. 744.00 of said subdivision to Ogden (Nye's Crossing), M.P. 778.0 of said subdivision;
- (b) the main line corridor right-of-way of the Provo Industrial Lead of Union Pacific Railroad Company (formerly Utah Southern Railroad Company) as said line extends in a southerly direction from Point of Mountain (Mount), M.P. P-775.23 of said subdivision, to Hardy (a/k/a Lindon), Utah, M.P. P-762.00 of said subdivision;
- (c) the main line corridor right-of-way of the Sharp Subdivision of Union Pacific Railroad Company (formerly Utah Southern Railroad Company) as said line extends in a northerly direction from University Avenue of Provo, Utah, M.P. P-752.41 of said subdivision, to Lakota Junction, M.P. P-757.25 of said subdivision;
- (d) the main track corridor right-of-way of the Tintic Industrial Lead of Union Pacific Railroad Company (formerly The Denver and Rio Grande Western Railroad Company)

as said line extends in a southwesterly direction from Springville, Utah, M.P. 0.00 of said line, to 5250 West of Payson, Utah, M.P. 13.06 of said line;

(c) the main track corridor right-of-way of the Sugarhouse Spur of Union Pacific Railroad Company (formerly The Denver and Rio Grande Western Railroad Company) situate in Salt Lake City, Utah as said line extends in an easterly direction from M.P. 0.00 of said line, to M.P. 2.96 (Granite Furniture) of said line;

(f) the main track corridor right-of-way of the Bingham Industrial Lead of Union Pacific Railroad Company (formerly The Denver and Rio Grande Western Railroad Company) as said line extends in a southwesterly direction from Bagley, M.P. 6.60 of said line, to M.P. 11.90 of said line; and

(g) "Sliver Parcels," non-corridor properties being conveyed to UTA that abut Section 3.2 and Section 3.4 Properties.

SCHEDULE 3.2(g) - LIST OF SLIVER PARCELS

Property	Mile Post	Acres
UP/Provo Sub Corridor		
2100 North Lehi E side of I-15	771.0	5.97
100 N & 200 E American Fork Old Depot	766.5	0.58
HWY 89 & 300 S Pleasant Grove	763.5	0.50
800 W 600 S Provo (Lakota)	701.1	0.54
UP Mainline North		
S Side Antelope Drive Layton	807.3	0.92
DRGW (SL/Ogd)		

Property	Mile Post	Acres
5600 S Roy	775.0	1.49
Gentile Layton	767.1	1.36
Pages Ln Bountiful	755.5	2.51

Property	Mile Post	Acres
<u>UP Mainline South</u>		
12800 S Draper	728.0	3.01
13400 S Riverton/Draper (open issue)	725.0	2.53
13200 S Draper	727.5	3.66
Narrows Parcel 14a	723.7	4.626
Narrows Parcel 14b	723.0	4.248
Narrows Parcel 14c	722.5	2.485
Narrows Parcel 14d	721.5	0.940
Lehi S Curve	717.0	0.35
At UT Lake N of Geneva	710.5	1.75
<u>UP Provo Sub Sharp</u>		
S of Provo Yard	698.5	0.08
W of Springville ~ 400 S	695.8	0.64
<u>UP Mainline North</u>		
W of Ogden Yard Before River	817.5	1.15
N & S 2500 ft from 5600 S Roy	813.0	12.88
200 S Clearfield	809.0	3.75
800 N W of King St Layton	805.3	0.03
Main & I-15 Layton	804.2	9.50
S of 200 N Kaysville Near Grain Elev.	802.3	0.47
SW Corner of 1700 S & I-15 SLC	743.0	0.95
SW Corner 3300 S & I-15 SLC	740.6	0.17
S of 3900 S SL	739.5	2.59

3.4 Section 3.4 Properties.

(a) the easterly 20.00 feet of the main line corridor right-of-way of the Salt Lake Subdivision of Union Pacific Railroad Company (formerly Oregon Short Line Railroad Company) as said line extends in a northerly direction from Salt Lake City, Utah, M.P. 782.90 of said subdivision, to a point 600.00 feet distant easterly, as measured along the main track from the east abutment of the Weber River Bridge (Ogden, Utah), M.P. 818.12 of said subdivision, together with a perpetual easement (aerial, surface and subsurface) under, on and over the right-of-way between M.P. 818.12 and M.P. 992.55 on the Evanston Subdivision, which is the same location as Ogden Subdivision M.P. 0.0, Ogden Union Station, and a 40-foot wide strip from that point north to the Ogden Intermodal Center, to be agreed to by Purchaser and Seller for construction of an overcrossing structure.

(b) the westerly 20.00 feet of the main line corridor right-of-way of the Provo Subdivision of Union Pacific Railroad Company (formerly The Denver and Rio Grande Western Railroad Company) as said line extends in a northerly direction from Lakota Junction, M.P. 705.71 of said subdivision, to M.P. 729.29 of said subdivision, together with (i) a perpetual easement (aerial, surface and subsurface) under, on and over the right-of-way between M.P. 729.29 and M.P. 729.50 for construction of an overcrossing structure and (ii) a perpetual easement extending 10 feet easterly from the Purchaser/Seller right-of-way boundary created by this subsection, between M.P. 729.02 and M.P. 729.29, for construction of retaining walls and bridge piers.

(c) the easterly 20.00 feet of the main line corridor right-of-way of the Provo Subdivision of Union Pacific Railroad Company (formerly The Denver and Rio Grande Western Railroad Company) as said line extends in a northerly direction from M.P. 729.50 of said subdivision to

Salt Lake City, Utah, M.P. 745.60 of said subdivision, together with a perpetual easement extending 10 feet westerly from the Purchaser/Seller right-of-way boundary created by this subsection, between M.P. 729.50 and M.P. 729-78, for the construction of retaining walls and bridge piers.

(d) the westerly 20.00 feet of the main line corridor right-of-way of the Sharp Subdivision of Union Pacific Railroad Company (formerly Utah Southern Railroad Company) as said line extends in a generally southerly direction from University Avenue of Provo, M.P. P-752.41 of said subdivision, to M.P. 750.18 of said subdivision, together with (i) a perpetual easement (aerial, surface and subsurface) under, on and over the right-of-way between 750.18 and M.P. 749.99 for construction of an overcrossing structure and (ii) a perpetual easement extending 10 feet easterly from the Purchaser/Seller right-of-way boundary created by this subsection between M.P. 750.48 and M.P. 750.18 for construction of retaining walls and bridge piers.

(e) the easterly 20.00 feet of the main line corridor right-of-way of the Sharp Subdivision of Union Pacific Railroad Company (formerly the Utah Southern Railroad Company) as said line extends in a generally southerly direction from Provo, M.P. P-749.99 of said subdivision, to the I-15 Overcrossing (Spanish Fork, Utah), M.P. P-745-82 of said subdivision, together with a perpetual easement extending 10 feet westerly from the Purchaser/Seller right-of-way boundary created by this subsection between M.P. 749.99 and M.P. 749.73 for the construction of retaining walls and bridge piers.

(f) the northerly 35.00 feet of the main track corridor right-of-way of the Bingham Industrial Lead of Union Pacific Railroad Company (formerly The Denver and Rio Grande

Western Railroad Company) as said line extends in a westerly direction from Midvale, Utah, M.P. 0.00 of said line, to Bagley, M.P. 6.60 of said line.

- (g) those parcels listed in **Section 3.2(g) List of Sliver Parcels.**

3.8 Current NC Properties.

- (a) the auto transfer facility at Clearfield;
- (b) the freight intermodal facility at North Salt Lake (Beck Street); and
- (c) the Maintenance Facility (which are collectively referred to herein as the "Current NC Properties), as more particularly provided in the Special Warranty Deed(s) to be delivered by Seller at Closing.

Union Pacific Railroad Company

Davis County, Utah

Exhibit "A"

All right, title and interest in and to the right of way, trackage and appurtenances of that portion of the Salt Lake (Abandoned) Subdivision of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad), as originally constructed and operated, said portion extends northerly from said railroad subdivision mile post 755.10 to the northerly county line of Davis County, at said railroad subdivision mile post 774.48, through the following legal subdivisions of Davis County, Utah:

Subdivision	Section	Township	Range	Meridian
NE 1/4 SW 1/4	13	2N	1W	Salt Lake
E 1/2 NW 1/4	13	2N	1W	Salt Lake
E 1/2 SW 1/4	12	2N	1W	Salt Lake
W 1/2 SE 1/4	12	2N	1W	Salt Lake
W 1/2 NE 1/4	12	2N	1W	Salt Lake
W 1/2 SE 1/4	1	2N	1W	Salt Lake
W 1/2 NE 1/4	1	2N	1W	Salt Lake
W 1/2 SE 1/4	36	3N	1W	Salt Lake
W 1/2 NE 1/4	36	3N	1W	Salt Lake
NE 1/4 NW 1/4	36	3N	1W	Salt Lake
E 1/2 SW 1/4	25	3N	1W	Salt Lake
NW 1/4	25	3N	1W	Salt Lake
W 1/2 SW 1/4	24	3N	1W	Salt Lake
NE 1/4 SE 1/4	23	3N	1W	Salt Lake
NE 1/4	23	3N	1W	Salt Lake
SW 1/4 SE 1/4	14	3N	1W	Salt Lake
SW 1/4	14	3N	1W	Salt Lake
W 1/2 NW 1/4	14	3N	1W	Salt Lake
NE 1/4 NE 1/4	15	3N	1W	Salt Lake
SE 1/4	10	3N	1W	Salt Lake
SW 1/4 NE 1/4	10	3N	1W	Salt Lake
NE 1/4 SW 1/4	10	3N	1W	Salt Lake
NW 1/4	10	3N	1W	Salt Lake
SW 1/4 SW 1/4	3	3N	1W	Salt Lake
E 1/2 SE 1/4	4	3N	1W	Salt Lake
NE 1/4	4	3N	1W	Salt Lake
NE 1/4 NW 1/4	4	3N	1W	Salt Lake
SW 1/4	33	4N	1W	Salt Lake
SW 1/4 NW 1/4	33	4N	1W	Salt Lake
E 1/2 NE 1/4	32	4N	1W	Salt Lake
SE 1/4	29	4N	1W	Salt Lake
NE 1/4 SW 1/4	29	4N	1W	Salt Lake
NW 1/4	29	4N	1W	Salt Lake
SW 1/4 SW 1/4	20	4N	1W	Salt Lake
SE 1/4	19	4N	1W	Salt Lake
W 1/2 NE 1/4	19	4N	1W	Salt Lake
NE 1/4 NW 1/4	19	4N	1W	Salt Lake
SW 1/4	18	4N	1W	Salt Lake
SW 1/4 NW 1/4	18	4N	1W	Salt Lake
NE 1/4	13	4N	2W	Salt Lake

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W 1/2 SE 1/4	12	4N	2W	Salt Lake
NE 1/4 SW 1/4	12	4N	2W	Salt Lake
NW 1/4	12	4N	2W	Salt Lake
NE 1/4 NE 1/4	11	4N	2W	Salt Lake
SE 1/4	2	4N	2W	Salt Lake
SW 1/4 NE 1/4	2	4N	2W	Salt Lake
W 1/2 NW 1/4	2	4N	2W	Salt Lake
SW 1/4	35	5N	2W	Salt Lake
W 1/2 NW 1/4	35	5N	2W	Salt Lake
W 1/2 SW 1/4	26	5N	2W	Salt Lake
W 1/2 NW 1/4	26	5N	2W	Salt Lake
E 1/2 NE 1/4	27	5N	2W	Salt Lake
E 1/2 SE 1/4	22	5N	2W	Salt Lake

(No Exceptions)

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

Segment 2.1a

Union Pacific Railroad Company

Weber County, Utah

Exhibit "A"

All right, title and interest in and to the right of way, trackage and appurtenances of that portion of the Salt Lake (Abandoned) Subdivision of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad), as originally constructed and operated, said portion extends northerly from the southerly county line of Weber County, at said railroad subdivision mile post 774.48 to said railroad subdivision mile post 778.00, through the following legal subdivisions of Weber County, Utah:

Subdivision	Section	Township	Range	Meridian
NE 1/4 SE 1/4	22	5N	2W	Salt Lake
E 1/2 NE 1/4	22	5N	2W	Salt Lake
E 1/2 SE 1/4	15	5N	2W	Salt Lake
E 1/2 NE 1/4	15	5N	2W	Salt Lake
E 1/2 SE 1/4	10	5N	2W	Salt Lake
SE 1/4 NE 1/4	10	5N	2W	Salt Lake
NW 1/4	11	5N	2W	Salt Lake
E 1/2 SW 1/4	2	5N	2W	Salt Lake
NW 1/4 SE 1/4	2	5N	2W	Salt Lake
SW 1/4 NE 1/4	2	5N	2W	Salt Lake

(No Exceptions)

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

Segment 2.1b

000003

Union Pacific Railroad Company

Utah County, Utah

Exhibit "A"

All right, title and interest in and to the right of way, trackage and appurtenances of that portion of the Provo Industrial Lead of the Union Pacific Railroad Company (formerly the San Pedro, Los Angeles & Salt Lake Railroad), as originally constructed and operated, said portion extends northerly from said railroad industrial lead mile post 762.00 to the northerly county line of Utah County, at said railroad industrial lead mile post 775.23, through the following legal subdivisions of Utah County, Utah:

Subdivision	Section	Township	Range	Meridian
NW 1/4 SE 1/4	32	5S	2E	Salt Lake
W 1/2 NE 1/4	32	5S	2E	Salt Lake
W 1/2 SE 1/4	29	5S	2E	Salt Lake
W 1/2 NE 1/4	29	5S	2E	Salt Lake
NE 1/4 NW 1/4	29	5S	2E	Salt Lake
SW 1/4	20	5S	2E	Salt Lake
N 1/2 SE 1/4	19	5S	2E	Salt Lake
NE 1/4 SW 1/4	19	5S	2E	Salt Lake
S 1/2 NW 1/4	19	5S	2E	Salt Lake
NE 1/4	24	5S	1E	Salt Lake
N 1/2 NW 1/4	24	5S	1E	Salt Lake
S 1/2 SW 1/4	13	5S	1E	Salt Lake
S 1/2 SE 1/4	14	5S	1E	Salt Lake
SW 1/4	14	5S	1E	Salt Lake
NE 1/4 SE 1/4	15	5S	1E	Salt Lake
S 1/2 NE 1/4	15	5S	1E	Salt Lake
NW 1/4	15	5S	1E	Salt Lake
NE 1/4 NE 1/4	16	5S	1E	Salt Lake
S 1/2 SE 1/4	9	5S	1E	Salt Lake
SW 1/4	9	5S	1E	Salt Lake
SW 1/4 NW 1/4	9	5S	1E	Salt Lake
NE 1/4	8	5S	1E	Salt Lake
SW 1/4 SE 1/4	5	5S	1E	Salt Lake
E 1/2 SW 1/4	5	5S	1E	Salt Lake
NW 1/4	5	5S	1E	Salt Lake
SW 1/4 SW 1/4	32	4S	1E	Salt Lake
SE 1/4	31	4S	1E	Salt Lake
NE 1/4 SW 1/4	31	4S	1E	Salt Lake
NW 1/4	31	4S	1E	Salt Lake
NE 1/4 NE 1/4	36	4S	1W	Salt Lake
SE 1/4	25	4S	1W	Salt Lake
W 1/2 NE 1/4	25	4S	1W	Salt Lake
SW 1/4 SE 1/4	24	4S	1W	Salt Lake
S 1/2 SW 1/4	24	4S	1W	Salt Lake
SE 1/4 SE 1/4	23	4S	1W	Salt Lake

(No Exceptions)

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

000004

Union Pacific Railroad Company

Utah County, Utah

Exhibit "A"

All right, title and interest in and to the right of way, trackage and appurtenances of that portion of the Sharp Subdivision of the Union Pacific Railroad Company (formerly the San Pedro, Los Angeles & Salt Lake Railroad), as originally constructed and operated, said portion extends northerly from the westerly line of University Avenue (80 feet wide) Provo, Utah, at said railroad subdivision mile post 752.41 to the intersection of the westerly right of way line of the Provo Subdivision of the Union Pacific Railroad Company (former Denver & Rio Grand Railroad) at the Sharp Subdivision mile post 757.25, through the following legal subdivisions of Utah County, Utah:

Subdivision	Section	Township	Range	Meridian
S 1/2 NE 1/4	12	7S	2E	Salt Lake
S 1/2 NW 1/4	12	7S	2E	Salt Lake
E 1/2 NE 1/4	11	7S	2E	Salt Lake
SW 1/4	2	7S	2E	Salt Lake
NE 1/4 SW 1/4	2	7S	2E	Salt Lake
NW 1/4	2	7S	2E	Salt Lake
SW 1/4 SW 1/4	35	6S	2E	Salt Lake
SE 1/4	34	6S	2E	Salt Lake
SW 1/4 NE 1/4	34	6S	2E	Salt Lake
NW 1/4	34	6S	2E	Salt Lake
SW 1/4	27	6S	2E	Salt Lake
NE 1/4 SE 1/4	28	6S	2E	Salt Lake
NE 1/4	28	6S	2E	Salt Lake

Excepting therefrom all that part of the South Half of the Northeast Quarter of Section 12 Township 7S Range 2E (S1/2 NE1/4 S12 T7S R2E) lying southerly of a line that is parallel with and 40 feet distant southerly as measured at right angles from the center line of the main track of said subdivision as originally constructed and operated.

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

Segment 2.3

000005

Union Pacific Railroad Company

Utah County, Utah

Exhibit "A"

All right, title and interest in and to the right of way, trackage and appurtenances of that portion of the Tintic Industrial Lead of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad), as originally constructed and operated, said portion extends southwesterly from said railroad industrial lead mile post 0.00 to said railroad industrial lead mile post 13.06, through the following legal subdivisions of Utah County, Utah:

Subdivision	Section	Township	Range	Meridian
NE 1/4	5	8S	3E	Salt Lake
NW 1/4 SE 1/4	5	8S	3E	Salt Lake
SW 1/4	5	8S	3E	Salt Lake
NW 1/4 NW 1/4	8	8S	3E	Salt Lake
NE 1/4	7	8S	3E	Salt Lake
SE 1/4	7	8S	3E	Salt Lake
SW 1/4	7	8S	3E	Salt Lake
NW 1/4	18	8S	3E	Salt Lake
NE 1/4	13	8S	2E	Salt Lake
SE 1/4	13	8S	2E	Salt Lake
SW 1/4	13	8S	2E	Salt Lake
NW 1/4 NW 1/4	24	8S	2E	Salt Lake
NE 1/4	23	8S	2E	Salt Lake
NW 1/4 SE 1/4	23	8S	2E	Salt Lake
SW 1/4	23	8S	2E	Salt Lake
W1/2 NW 1/4	26	8S	2E	Salt Lake
SE 1/4 NE 1/4	27	8S	2E	Salt Lake
SE 1/4	27	8S	2E	Salt Lake
SE 1/4 SW 1/4	27	8S	2E	Salt Lake
NW 1/4	34	8S	2E	Salt Lake
NW 1/4 SW 1/4	34	8S	2E	Salt Lake
SE 1/4	33	8S	2E	Salt Lake
NW 1/4 NE 1/4	4	9S	2E	Salt Lake
NW 1/4	4	9S	2E	Salt Lake
SW 1/4	4	9S	2E	Salt Lake
SE 1/4 SE 1/4	5	9S	2E	Salt Lake
NE 1/4	8	9S	2E	Salt Lake
SW 1/4	8	9S	2E	Salt Lake
NW 1/4 NW 1/4	17	9S	2E	Salt Lake
NE 1/4	18	9S	2E	Salt Lake
NW 1/4 SE 1/4	18	9S	2E	Salt Lake
SW 1/4	18	9S	2E	Salt Lake
SE 1/4	13	9S	1E	Salt Lake
NW 1/4 NE 1/4	24	9S	1E	Salt Lake

Excepting therefrom all that part of the Southeast Quarter of the Northeast Quarter of Section 23 Township 8S Range 2E (SE1/4 NE1/4 S23 T8S R2E) lying southeasterly of a line that is parallel with and 33 feet distant southeasterly as measured at right angles from the center line of the main track of said industrial lead as originally constructed and operated.

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

000006

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "A"

All right, title and interest in and to the right of way and appurtenances of that portion of the Lyndyll Sub Subdivision of the Union Pacific Railroad Company (formerly the Oregon Short Line Railroad) from said subdivision mile post 782.48 to said subdivision mile post 782.84 and the Salt Lake Subdivision of the Union Pacific Railroad Company (formerly the Oregon Short Line Railroad), from said railroad subdivision mile post 782.84 to the northerly line of Salt Lake County, at said railroad subdivision mile post 786.47, said portion extends northerly through the following legal subdivisions of Salt Lake County, Utah:

(Salt Lake City, need survey)

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

Segment 3.1a

000007

Union Pacific Railroad Company

Davis County, Utah

Exhibit "A"

All right, title and interest in and to the right of way and appurtenances of that portion of the Salt Lake Subdivision of the Union Pacific Railroad Company (formerly the Oregon Short Line Railroad), said portion lying between a line that is parallel with and 30 feet distant easterly as measured at right angles from the center line of the main track and the easterly right of way line of said subdivision as originally constructed and operated, said portion extends northerly from the southerly line of Davis County, at said railroad subdivision mile post 786.47 to the northerly line of Davis County, at said railroad subdivision mile post 812.17, through the following legal subdivisions of Davis County, Utah:

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

000008

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

(No Exceptions)

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

Segment 3.1b

000009

Union Pacific Railroad Company

Weber County, Utah

Exhibit "A"

All right, title and interest in and to the right of way and appurtenances of that portion of the Salt Lake Subdivision of the Union Pacific Railroad Company (formerly the Oregon Short Line Railroad), said portion lying between a line that is parallel with and 30 feet distant easterly as measured at right angles from the center line of the main track and the easterly right of way line of said subdivision as originally constructed and operated, said portion extends northerly from the southerly county line of Weber County, at said railroad subdivision mile post 812.17 to said railroad subdivision mile post 818.50, through the following legal subdivisions of Weber County, Utah:

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

(Ogden Yard, need survey)

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

Segment 3.1c

000010

Union Pacific Railroad Company

Utah County, Utah

Exhibit "A"

All right, title and interest in and to the right of way and appurtenances of that portion of the Provo Subdivision of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad), said portion lying between a line that is parallel with and 30 feet distant easterly as measured at right angles from the center line of the main track and the easterly right of way line of said subdivision as originally constructed and operated, said portion extends northerly from said railroad subdivision mile post 705.71 to the northerly county line of Utah County, at said railroad subdivision mile post 722.12, through the following legal subdivisions of Utah County, Utah:

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

000011

NE 1/4 SW 1/4	36	4S	1W	Salt Lake
NW 1/4	36	4S	1W	Salt Lake
NE 1/4 NE 1/4	35	4S	1W	Salt Lake
SE 1/4	26	4S	1W	Salt Lake

(No Exceptions)

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

Segment 3.2a

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "A"

All right, title and interest in and to the right of way and appurtenances of that portion of the Provo Subdivision of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad), said portion lying between a line that is parallel with and 30 feet distant westerly as measured at right angles from the center line of the main track and the westerly right of way line of said subdivision as originally constructed and operated, said portion extends northerly from the southerly county line of Salt Lake County, at said railroad subdivision mile post 722.12 to said railroad subdivision mile post 730.00, through the following legal subdivisions Salt Lake County, Utah:

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

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

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

Segment 3.2b

000013

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "A"

All right, title and interest in and to the right of way and appurtenances of that portion of the Provo Subdivision of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad), said portion lying between a line that is parallel with and 30 feet distant easterly as measured at right angles from the center line of the main track and the easterly right of way line of said subdivision as originally constructed and operated, said portion extends northerly from said railroad subdivision mile post 730.00 to said railroad subdivision mile post 745.50, through the following legal subdivisions Salt Lake County, Utah:

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

(Salt Lake City, need survey)

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

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

000014

Union Pacific Railroad Company

Utah County, Utah

Exhibit "A"

All right, title and interest in and to the right of way and appurtenances of that portion of the Sharp Subdivision of the Union Pacific Railroad Company (formerly the San Pedro, Los Angeles & Salt Lake Railroad) said portion lying between a line that is parallel with and 13 feet distant easterly as measured at right angles from the center line of the main track and the easterly right of way line of said subdivision as originally constructed and operated said portion extends northerly from said railroad subdivision mile post 745.82 to said railroad subdivision mile post 750.00, through the following legal subdivisions of Utah County, Utah:

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

(No Exceptions)

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

Segment 3.3a

000015

Union Pacific Railroad Company

Utah County, Utah

Exhibit "A"

All right, title and interest in and to the right of way and appurtenances of that portion of the Sharp Subdivision of the Union Pacific Railroad Company (formerly the San Pedro, Los Angeles & Salt Lake Railroad) said portion lying between a line that is parallel with and 13 feet distant westerly as measured at right angles from the center line of the main track and the westerly right of way line of said subdivision as originally constructed and operated, said portion extends northerly from said railroad subdivision mile post 750.00 to the easterly line of University Avenue (80 feet wide), Provo, Utah, at said railroad subdivision mile post 752.41, through the following legal subdivisions of Utah County, Utah:

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

(No Exceptions)

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

Segment 3.3b

000016

Union Pacific Railroad Company

Davis County, Utah

Exhibit "A"

All right, title and interest in and to the right of way, trackage and appurtenances of the Clearfield auto transfer facility of the Union Pacific Railroad Company lying easterly of a line that is parallel with and 50 feet distant easterly as measured at right angles from the main track of the Salt Lake Subdivision of the Union Pacific Railroad (formerly the Oregon Short Line Railroad) all within the South Half of the Northeast Quarter Section 12 Township 4N Range 2W (S1/2 NE1/4 S12 T4N R2W) and the Southeast Quarter of Section 12 Township 4N Range 2W (SE1/4 S12 T4N R2W), Davis County, Utah, acquired in whole or in part by the following documents:

Deed dated June 23, 1911 from Fredrick J. Hamblin and wife, Grantor, to the Oregon Short Line Railroad Co., Grantee, recorded in Book X, Page 416.

Deed dated June 23, 1911 from Ernest Hamblin and wife, Grantor, to the Oregon Short Line Railroad Co., Grantee, recorded in Book X, Page 416.

Deed dated August 18, 1911 from John Flint Jr. and wife, Grantor, to the Oregon Short Line Railroad Co., Grantee, recorded in Book W, Page 416.

Deed dated October 15, 1914 from W. H. Bancroft, Grantor, to the Oregon Short Line Railroad Co., Grantee, recorded in Book 1-A, Page 505.

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

Segment 5.1

000017

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "A"

All right, title and interest in and to the right of way, trackage and appurtenances of the "NC" Properties of the Union Pacific Railroad Company lying easterly of a line that is parallel with and 200 feet distant easterly as measured at right angles from the main track of the Salt Lake Subdivision of the Union Pacific Railroad (formerly the Oregon Short Line Railroad) all within the Northwest Quarter of the Southeast Quarter Section 14 Township 1N Range 1W (NW1/4 SE1/4 S14 T1N R1W) and the Southwest Quarter of the Northeast Quarter of Section 14 Township 1N Range 1W (SW1/4 NE1/4 S14 T1N R1W) Salt Lake County, Utah. acquired in whole or in part by the following documents:

Deed dated October , 1971 from State Road Commission of Utah, Grantor, to the Union Pacific Railroad Co., Grantee.

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

Segment 5.2a

000018

Union Pacific Railroad Company

Davis County, Utah

Exhibit "A"

All right, title and interest in and to the right of way, trackage and appurtenances of the "NC" Properties of the Union Pacific Railroad Company lying easterly of a line that is parallel with and 200 feet distant easterly as measured at right angles from the main track of the Salt Lake Subdivision of the Union Pacific Railroad (formerly the Oregon Short Line Railroad) all within the West Half Northeast Quarter of Section 14 Township 1N Range 1W (W1/2 NE1/4 S14 T1N R1W) Davis County, Utah, acquired in whole or in part by the following documents:

Deed dated October 20, 1971 from State Road Commission of Utah, Grantor, to the Union Pacific Railroad Co., Grantee.

Deed dated July 10, 1980 from the Union Pacific Land Corp., Grantor, to the Union Pacific Railroad Co., Grantee.

Also, all right, title and interest in and to the right of way, trackage and appurtenances of the "NC" Properties of the Union Pacific Railroad Company lying easterly of a line that is parallel with and 50 feet distant easterly as measured at right angles from the main track of the Salt Lake Subdivision of the Union Pacific Railroad (formerly the Oregon Short Line Railroad) all within the West Half Southeast Quarter of Section 11 Township 1N Range 1W (W1/2 SE1/4 S11 T1N R1W) Davis County, Utah.

Deed dated July 10, 1980 from the Union Pacific Land Corp., Grantor, to the Union Pacific Railroad Co., Grantee.

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

Segment 5.2b

000019

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "A"

All right, title and interest in and to the right of way, trackage and appurtenances of that portion of the Sugarhouse Branch of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad), as originally constructed and operated, said branch extends easterly from the easterly right of way line of the Provo Subdivision of the Union Pacific Railroad Company from said railroad branch mile post 0.00 to mile post 2.65 through the following legal subdivisions of Salt Lake County, Utah:

Subdivision	Section	Township	Range	Meridian
NW 1/4	24	1S	1W	Salt Lake
NE 1/4	24	1S	1W	Salt Lake
NW 1/4	19	1S	1E	Salt Lake
NE 1/4	19	1S	1E	Salt Lake
NW 1/4	20	1S	1E	Salt Lake
NE 1/4	20	1S	1E	Salt Lake

(No Exceptions)

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

Segment 7.1

000020

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "A"

All right, title and interest in and to the right of way, trackage and appurtenances of that portion of the Bingham Industrial Lead of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad), as originally constructed and operated, said industrial lead extends westerly from the westerly right of way line of the Provo Subdivision of the Union Pacific Railroad Company from said railroad industrial lead mile post 0.00 to mile post 2.65, through the following legal subdivisions of Salt Lake County, Utah:

Subdivision	Section	Township	Range	Meridian
SW 1/4 NW1/4	25	2S	1W	Salt Lake
SE 1/4 NE1/4	26	2S	1W	Salt Lake
W 1/2 SW1/4	26	2S	1W	Salt Lake
N 1/2 NW1/4	35	2S	1W	Salt Lake
NE 1/4	34	2S	1W	Salt Lake
S1/2 NW 1/4	34	2S	1W	Salt Lake
NW 1/4 SW1/4	34	2S	1W	Salt Lake
SE 1/4	33	2S	1W	Salt Lake
SW 1/4	33	2S	1W	Salt Lake
SE 1/4 SE1/4	32	2S	1W	Salt Lake
N 1/2 NE1/4	5	3S	1W	Salt Lake
NW1/4	5	3S	1W	Salt Lake
S 1/2 NE1/4	6	3S	1W	Salt Lake
N1/2 SE1/4	6	3S	1W	Salt Lake
SW1/4	6	3S	1W	Salt Lake
SE1/4 SE1/4	1	3S	2W	Salt Lake
NE1/4	12	3S	2W	Salt Lake
S1/2 NW1/4	12	3S	2W	Salt Lake
N1/2 SW1/4	12	3S	2W	Salt Lake
SW1/4	11	3S	2W	Salt Lake
SE1/4 SW1/4	11	3S	2W	Salt Lake
N1/2 NW1/4	14	3S	2W	Salt Lake
N1/2 NE1/4	15	3S	2W	Salt Lake
N1/2 NW1/4	15	3S	2W	Salt Lake
N1/2 NE1/4	16	3S	2W	Salt Lake
N1/2 NW1/4	16	3S	2W	Salt Lake
N1/2 NE1/4	17	3S	2W	Salt Lake

(No Exceptions)

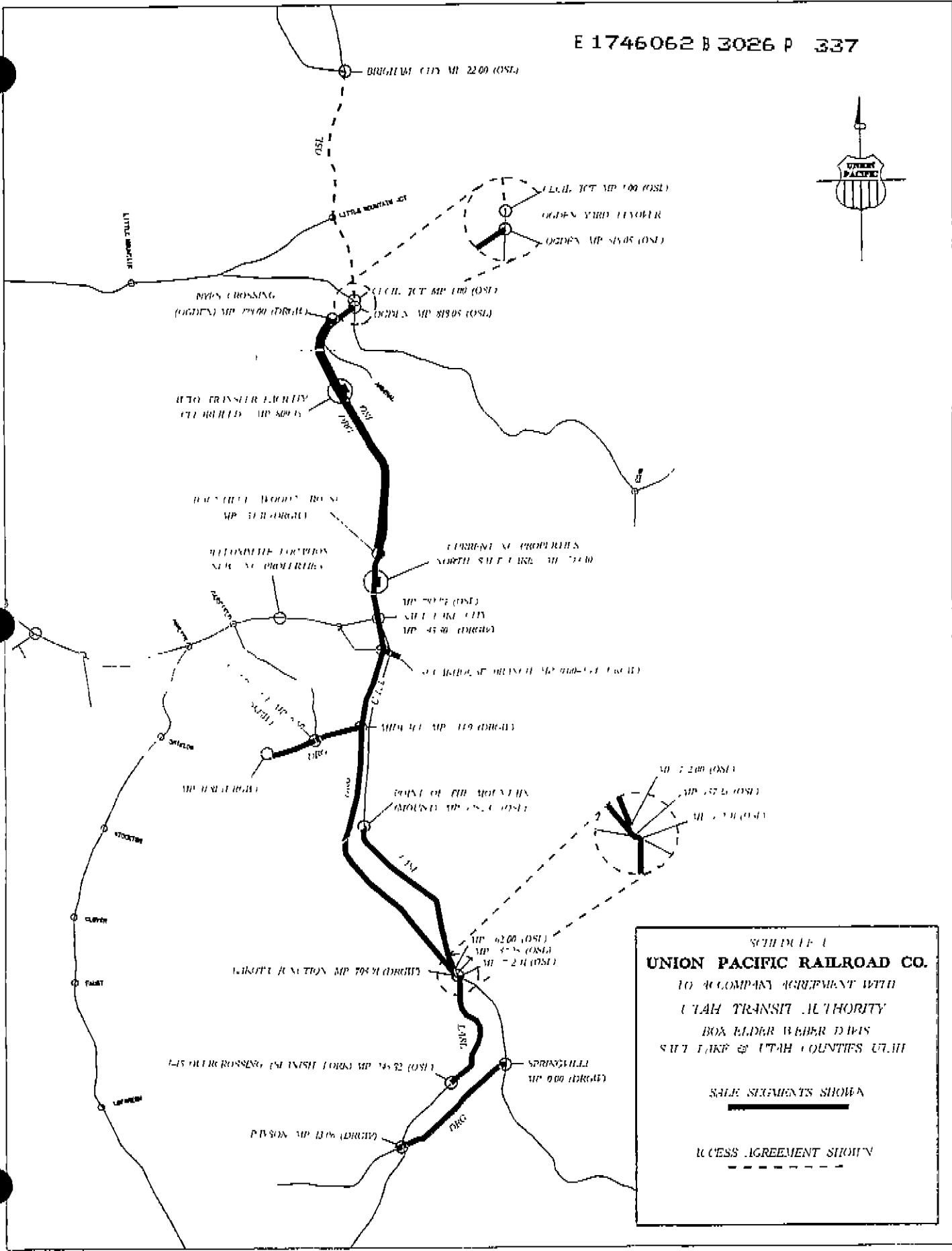
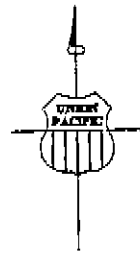
Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.
January 10 2002 T.D.A.

Segment 7.2 & 7.3

000021-END

EXHIBIT "2"

Depiction of Site



SCHEDULE 1
UNION PACIFIC RAILROAD CO.
 TO ACCOMPANY AGREEMENT WITH
 UTAH TRANSIT AUTHORITY
 BOX ELDER WEBER DIVISION
 SALT LAKE & UTAH COUNTIES UTAH

SOLID SEGMENTS SHOW
 MAIN SEGMENTS

DASHED SEGMENTS SHOW
 ACCESS AGREEMENT