

PASSENGER BUS STOP ACCESS AND USE AGREEMENT

This is an Agreement made and entered into the ___ day of _____, 2024 (the Effective Date) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (hereinafter “UTA”), and the MUNICIPAL BUILDING AUTHORITY OF SALT LAKE COUNTY, Utah nonprofit corporation acting as a public entity and instrumentality of the State of Utah performing essential governmental functions on behalf of Salt Lake County, Utah (the “MBA”). UTA and the MBA 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.

WHEREAS, MBA owns real property located at 3331 South 500 East, South Salt Lake, Utah, Tax ID 16-30-476-050, UTA Stop ID _____, further depicted on Exhibit “A” attached hereto and incorporated herein by this reference (hereafter referred to as the “MBA Property”); and

WHEREAS, Salt Lake County (the “County”) leases the MBA Property from the MBA pursuant to the terms of a Master Lease Agreement dated December 1, 2009, as amended and supplemented by the Third Amendment to Master Lease Agreement, dated as of September 1, 2021 (the “Master Lease”), and the MBA Property is also subject to a General Indenture of Trust, dated December 1, 2009, as amended and supplemented by the Fourth Supplemental Indenture of Trust, Dated as of September 1, 2021 (the “Indenture”); and

WHEREAS, UTA owns and operates a transit system and wishes to establish UTA transit system access and maintain a passenger bus stop and benches, shelters, concrete slabs, bicycle racks, trash cans, wheelchair access ramps and other related passenger amenities (altogether referred to as “Related Passenger Amenities”) on the MBA Property for the convenience of the public; and

WHEREAS, MBA wishes to derive transit service-related benefits from the public at large as a result of granting UTA a license to establish UTA transit system access and maintain a passenger stop and Related Passenger Amenities on the MBA Property; and

NOW, THEREFORE, in consideration of the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UTA and MBA hereby agree as follows:

1. **LICENSE GRANTED.** MBA grants a license to UTA for the right to access the MBA Property and for the right to use the not more than a 6 feet by 63 feet area located on the MBA Property depicted on Exhibit A for the purposes of establishing a passenger bus stop and Related Passenger Amenities.
2. **PROPERTY ACCESS AND LOCATION OF PASSENGER BUS STOP.** The travel route for UTA transit system access and passenger bus stop and Related Passenger Amenities will be located as set forth in Exhibit “A”.
3. **USE AND OBSTRUCTION.** MBA shall allow UTA and its patrons to use the passenger bus stop and Related Passenger Amenities. MBA shall not obstruct or interfere with reasonable access to the passenger bus stop and Related Passenger Amenities during the term of this Agreement and agrees to permit the use of other portions of its property for pedestrian access to and from the passenger bus stop and Related Passenger Amenities as necessary and convenient for its use as such. MBA and UTA agree that UTA transit

system access, a passenger bus stop, and Related Passenger Amenities on the MBA Property will serve the public interest.

4. CITY ORDINANCE. UTA shall not use or occupy or permit the MBA Property to be used or occupied in whole or in part in a manner which may violate the laws, orders, ordinances, rules, regulations, or requirements of any department of federal, state, MBA or city governments. To the extent any variance from or amendment to any applicable South Salt Lake City ordinance is required, UTA is solely responsible to obtain such variance or amendment.
5. AS IS CONDITION. UTA shall have no claim against the MBA for the condition of the MBA Property and uses the area covered by this Agreement as it is. The MBA shall have no obligation to UTA to maintain the area covered by this Agreement in any prescribed condition. UTA represents that it has examined the area covered by this Agreement and has not relied upon any statements, representations or agreements whatsoever as to the condition of this area, and UTA accepts the same with the understanding the MBA does not warrant or represent that the property is safe, healthful, or suitable for the purposes for which it is permitted to be used under the terms of this Agreement.
6. CONSTRUCTION AND MAINTENANCE. UTA shall be responsible for all costs and work associated with designing, building, and maintaining the passenger bus stop and Related Passenger Amenities. UTA shall be responsible for obtaining all necessary permits and shall see that the construction, operation, and maintenance of the passenger bus stop and Related Passenger Amenities are, at all times, in compliance with all applicable laws and regulations and are carried out in a neat and orderly manner so as to minimize an interference with MBA's use and enjoyment of the MBA Property. UTA shall not be responsible for maintenance beyond the area of the passenger bus stop and Related Passenger Amenities.
7. NO PAYMENT DUE. MBA shall not require payment for the use of the MBA Property on which the passenger bus stop and Related Passenger Amenities shall be placed.
8. TERM AND RENEWAL OF AGREEMENT. Notwithstanding the date(s) of execution, this Agreement shall become effective at 12:01 a.m. on the Effective Date and shall have an initial term of twenty-five (25) years from that date. Unless either Party elects to terminate this Agreement as otherwise provided herein, the Agreement shall automatically renew for a successive twenty-five-year term without further action required of the Parties.
9. TERMINATION BY MBA. MBA may terminate this Agreement at any time provided that MBA has given UTA written notice at least thirty (30) days prior to the date of termination.
10. TERMINATION BY UTA. UTA may terminate this Agreement at any time upon UTA's finding, in its sole discretion, that it is no longer in the best interest of UTA, the public, or the users of the transit system to operate and maintain a passenger bus stop and Related Passenger Amenities on the MBA Property provided UTA has given MBA written notice at least thirty (30) days prior to the date of termination. Nothing in this Agreement

shall be construed as obligating UTA to continue to provide transportation services from or to the MBA Property.

11. ACKNOWLEDGEMENT. This Agreement is subject and subordinate to the Master Lease and the Indenture. In the event of default under the Master Lease or the Indenture, the Indenture Trustee, the bondholders, or any party acquiring interest in the MBA Property shall have the right to terminate this Agreement at any time after giving the MBA and UTA written notice at least thirty (30) days prior to the date of termination.
12. REMOVAL OF PASSENGER BUS STOP ON TERMINATION. Upon termination of this Agreement for any reason, UTA shall remove the passenger bus stop and Related Passenger Amenities at no cost to the MBA. UTA shall restore the area to its original condition.
13. NOTICES. Except as specifically provided elsewhere in this Agreement, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the addresses set forth herein. Addresses for notice may be changed by giving ten (10) days written notice of the change in the manner set forth herein.

If to UTA:

With a Copy to:

Utah Transit Authority
Attn: Property Management
669 West 200 South
Salt Lake City, UT 84101
PropertyManagement@rideuta.com

Utah Transit Authority
Attn: General Counsel
P.O. Box 30810
Salt Lake City, UT 84130-0810

If to MBA:

With a Copy to:

Municipal Building Authority of
Salt Lake County
Attn: Salt Lake County Real
Estate Manager
2001 South State Street, S3-110
Salt Lake City, UT 84119

Civil Division
Salt Lake County District Attorney
35 East 500 South
Salt Lake City, Utah 84111

14. ENTIRE AGREEMENT IN COUNTER PARTS. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by the authorized representatives of each Party. This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile or electronic transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile or electronic transmission hereof shall be the same as delivery of an original.

15. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors and assigns.
16. FORUM SELECTION AND CHOICE OF LAW. This Agreement shall be construed and interpreted under the laws of the State of Utah and the parties agree that any action or proceeding brought concerning this Agreement may be brought only in the courts of Salt Lake County, Utah, and each party hereto hereby consents to the jurisdiction of such courts.
17. INDEMNIFICATION. UTA shall indemnify, defend and hold harmless the County, its departments, employees, officers, or elected officials from and against any and all claims, liabilities, losses, liens, fees, costs, expenses (including, without limitation, reasonable attorney's fees and costs), causes of action, suits, demands, judgments or damages of any nature whatsoever for personal injury or property damage resulting from or arising out of UTA's construction, use, or maintenance of the County's Property or the passenger adjacent bus stops or Related Passenger Amenities.
18. INSURANCE. Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

{Signatures on following page}

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the date first herein written.

Reviewed and Approved as to Form for UTA

UTAH TRANSIT AUTHORITY

UTA Legal

By: _____
G.J. LaBonty
Manager – Customer Experience

By: _____
Paul Drake
Director of Real Estate and TOC

By: _____
Spencer Burgoyne
Manager of Property Administration

Reviewed and Advised as to Form and
Legality

**MUNICIPAL BUILDING AUTHORITY OF
SALT LAKE COUNTY**

Senior Deputy District Attorney

By: _____
Its: _____

