

SEPTEMBER 2005

AGREEMENT IN PRINCIPLE

The Parties identified within have agreed to the basic principles and elements to resolve and settle differences over the Legacy Parkway project in South Davis County, Utah. This Agreement in Principle establishes the terms and process that the Parties will follow to finalize a settlement for the Legacy Parkway.

The Parties have negotiated this Agreement in Principle in good faith and commit to implementing its terms in good faith. The cooperation and consent of other entities will be necessary to implement this Agreement in Principle, and the Parties commit to work in good faith to obtain such cooperation and consent by other entities.

Parties

- State of Utah, through the Utah Department of Transportation (UDOT)
- Utahns for Better Transportation (UBET), Sierra Club (including Utah Chapter of Sierra Club), Future Moves Coalition, Great Salt Lake Audubon, FRIENDS of Great Salt Lake, and League of Women Voters of Salt Lake, who are referred to collectively as the Former Plaintiffs for purposes of certain elements of the Agreement in Principle.

Major Elements of Settlement

Legacy Parkway	Construction proceeds without litigation	<ul style="list-style-type: none"> • The parties agree to no further litigation against each other in connection with this phase of the Legacy Parkway in South Davis County
	UDOT modifies to enhance Legacy Parkway features and environmental benefits	<ul style="list-style-type: none"> • Legacy Parkway features include <ul style="list-style-type: none"> ▪ Maximum posted speeds of 55 mph ▪ Prohibition of trucks, except during incidents/emergencies and except for traffic management during the minimum period necessary for I-15 reconstruction ▪ Noise reducing pavement on Legacy Parkway ▪ No billboards • Subject to Corps' approval, trails on west and east side of Legacy Parkway • Legacy Parkway expansion beyond 4 lanes will be deferred until 2020 • Additional Legacy Parkway features with objectives to <ul style="list-style-type: none"> ○ maximize environmental protection and benefits ○ meet contemporary parkway standards
	Legacy Nature Preserve enhancements	<ul style="list-style-type: none"> • Science Advisory Committee • Wildlife noise study
Timing of UDOT major projects in North Corridor	Sequence of major projects in North Corridor	<ul style="list-style-type: none"> • I-15 North reconstruction will be deferred until 2020 provided that: <ul style="list-style-type: none"> ▪ Reconstruction of I-15 North in Salt Lake County from 600 North through I-215 may proceed earlier ▪ Full reconstruction may occur earlier, after level of service D on I-15 based on traffic counts with an established methodology
Mitigation	UDOT acquires approximately 125 acres at 500 South	<ul style="list-style-type: none"> • Mitigation for transportation projects in North Corridor • Managed as nature preserve in conjunction with Legacy Nature Preserve
Transit Support	UDOT assists UTA projects in North Corridor	<ul style="list-style-type: none"> • UDOT provides up to \$2.5 million for BRT/LRT environmental studies
Future Dispute Avoidance	For other transportation projects, not Legacy Parkway	<ul style="list-style-type: none"> • Opportunity for elevation of disputes early in process

All provisions in the final settlement will terminate no later than 2020

Additional Information on Agreement in Principle

The Parties have agreed that they will negotiate a Settlement to resolve claims and potential claims concerning the Legacy Parkway from I-215 in Salt Lake County to US 89 and I-15 in Davis County. The Parties have entered this Agreement in Principle in good faith, with certain shared objectives

- (1) provide safe and effective transportation in the North Corridor, including construction of a modified version of the Legacy Parkway,
- (2) provide additional opportunities to implement transportation options in South Davis County, including transit and roadway solutions,
- (3) provide additional enhancements to the Legacy Nature Preserve

Subject to obtaining necessary approvals, including action by the State Legislature, the Parties agree to negotiate a settlement that will contain the following elements

- Legacy Parkway
 - A modified version of the Legacy Parkway will proceed promptly without litigation challenges after obtaining necessary Federal approvals and permits and meeting related conditions specified in this Agreement in Principle. This Agreement requires these modifications solely for the Legacy Parkway as defined in this agreement and the final settlement
 - UDOT will modify the plans for the Legacy Parkway
 - ◆ The modifications to provide additional parkway features, given the unique context of the Legacy Parkway adjacent to the Legacy Nature Preserve, include the following
 - Maximum posted speeds of 55 mph,
 - Prohibition of trucks, except during incidents/emergencies and traffic management during the minimum period needed to accommodate I-15 reconstruction,
 - Trucks will include semi-tractor trailers and such other vehicles as will be defined during the negotiations of the final settlement
 - Pavement surface to reduce noise, such as rubberized asphalt pavement or other surfaces with equal or greater noise reduction,
 - No billboards
 - ◆ In negotiating the final settlement, the Parties will evaluate additional elements of parkway design and features to be included on the Legacy Parkway to meet the objective of further minimizing the environmental impacts of the roadway, consistent with safety, such as
 - Reduced width of paved surfaces, e.g., four travel lanes (12 feet wide), 3-4 feet paved shoulder, remaining 4-5 feet landscaped or gravel surface,

- Variable median width for parkway purposes or to avoid wetland impacts,
 - Overpasses, structures, bridges, and other features designed with an appropriate, attractive, and consistent architectural theme,
 - Berms only where necessary and only as large as needed,
 - Landscaping with native and xeric species,
 - Increased curvature on entrance ramps to avoid wetland impacts and reduce parkway entrance speeds,
 - Alignment with meander to reduce speeds and avoid wetlands impacts
- ◆ Expansion of Legacy Parkway beyond 4 lanes will be deferred until 2020. Nothing in this provision implies that Plaintiffs agree to the need for or propriety of such expansion
 - ◆ Subject to Corps approval, trails may be constructed on west and east side of Legacy Parkway
- UDOT will establish a Science Advisory Committee for purposes of assisting with management, including research, within the Legacy Nature Preserve, for a period of five (5) years. The Former Plaintiffs will have the right to recommend members of this committee, with the composition and structure to be negotiated
 - UDOT will conduct a study of noise within the Legacy Nature Preserve, which study is contemplated to run for five (5) years and be subject to supervision of the Corps, in consultation with the U.S. Fish and Wildlife Service. The Science Advisory Committee may provide advice on this study
 - The Plaintiffs in the pending lawsuits in U.S. District Court for the District of Utah and the Parties to the Agreement in Principle will cease pursuing litigation against the current phase of the Legacy Parkway in South Davis County
 - The Parties will not initiate any other litigation against each other in connection with this phase of the Legacy Parkway in South Davis County
 - The Parties who have submitted comments on the Supplemental Environmental Impact Statement will submit supplemental documentation to the federal agencies advising that they support the Agreement in Principle and final settlement
 - In the event that a non-settling party brings litigation against the current phase of the Legacy Parkway in South Davis County, UDOT will not be bound to adhere to the terms of this settlement
 - UDOT will provide information about the Agreement in Principle to the federal agencies for use in connection with completion of the pending Supplemental Environmental Impact Statement

- Mitigation
 - UDOT will acquire approximately 125 acres of land located west of the Legacy Parkway at 500 South as long as this land is accepted by the U S Army Corps of Engineers for use for mitigation for other (non-Legacy Parkway) transportation projects in the North Corridor Corps approval is a condition precedent to completion of a final settlement
 - This Mitigation Property will be managed as nature preserve in coordination with Legacy Nature Preserve

- Timing of Certain UDOT Projects in Davis County
 - I-15 North reconstruction in South Davis County from I-215 in North Salt Lake City to US 89 and I-15 in Farmington will not occur prior to 2020 provided that
 - Reconstruction of I-15 North in Salt Lake County from 600 North through I-215 may proceed at any time,
 - Reconstruction of I-15 North in South Davis County may proceed when traffic count data with an established methodology reflects level of service D,
 - This agreement shall not prevent improvements to interchanges or overpasses on or along I-15 prior to 2020

- Transit Support and Enhancements
 - UDOT will assist UTA or any successor thereto with funds to prepare an environmental impact statement for BRT/LRT in South Davis County, with total funding of up to \$25 million

- Cooperation for Dispute Avoidance and Resolution on Future Transportation Projects
 - The Parties will work together to establish a Dispute Avoidance and Resolution procedure or mechanism that could be available to address possible future disputes over UDOT projects (non-Legacy Parkway)
 - ◆ The Parties will evaluate a form of alternate dispute resolution that could be invoked if there appears to be a significant controversy over a particular project
 - The objective of such alternate dispute resolution option would be to enable the Parties to address possible disagreements with appropriate stakeholders at a stage or stages before key draft or final project decisions are made, and in advance of litigation
 - Invocation of the alternate dispute resolution option would be available to any of the Parties, but, absent mutual agreement, could be utilized once for any particular project

at the draft decision phase, and once at the final decision phase

- The particular system or systems for Dispute Avoidance and Resolution established will be available for a period of five (5) years

Other Elements

Other Entities Involved

- Utah Legislature
 - The Parties recognize that action by the Utah State Legislature will be necessary to implement some of the provisions of this Agreement in Principle, and that such approval is a condition precedent to completion of a final settlement
 - The Parties commit to working cooperatively to provide information to assist the Utah State Legislature in taking the steps necessary to achieve implementation of this Agreement in Principle
 - With the exception of the specific provisions concerning the Legacy Parkway and I-15 North described herein, nothing in this Agreement in Principle is intended to alter the current statutory and regulatory standards for transportation planning or transportation project selection and implementation in Utah

- Federal Highway Administration (FHWA)
 - The Parties will work cooperatively to accommodate concerns or interests of the FHWA
 - The Parties anticipate that FHWA will complete the pending Supplemental Environmental Impact Statement based upon the Legacy Parkway as proposed by UDOT and that, upon completion of the final settlement, UDOT will seek approval of the modified Legacy Parkway Project as appropriate to accord with the final settlement

- U S Army Corps of Engineers (Corps)
 - The Parties will work cooperatively to accommodate concerns or interests of the Corps
 - The Parties anticipate that the Corps will complete the pending Supplemental Environmental Impact Statement based upon the Legacy Parkway as proposed by UDOT and that, upon completion of the final settlement, UDOT will seek approval of the modified Legacy Parkway Project as appropriate to accord with the final settlement

Termination

- The final settlement shall provide that its provisions will terminate and cease to be enforceable no later than 2020

Procedural Matters

- The settlement agreement will include the following provisions, among others
 - All terms identified in this Agreement will be effective only from the date of a final settlement
 - All parties will bear their own costs, including attorney's fees
 - The final settlement will be negotiated in good faith by the Parties to implement the terms of this Agreement in Principle
 - The final settlement will include provisions addressing force majeure events, dispute resolution, enforcement, amendments, reopeners, termination, and similar provisions
 - The final settlement will address issues related to reopening of the Records of Decision or other protections for Plaintiffs in the event that a non-settling party brings litigation challenging this phase of the Legacy Parkway and UDOT exercises its option to withdraw from the settlement
 - The Parties will discuss, among themselves and with the federal agencies, the appropriate form of a settlement, which is a condition precedent to the Former Plaintiffs' consent to construction of the current phase of the Legacy Parkway
 - The final settlement will include definitions of pertinent terms, including
 - Legacy Parkway in South Davis County
 - North Corridor
 - Other appropriate terms
- The Parties will work cooperatively to achieve the following
 - Draft a final settlement agreement that can be finalized promptly after action by the Utah State Legislature
 - Assist FHWA and Corps to complete Records of Decision and Permit actions promptly after action by the Utah State Legislature
 - Complete all necessary agreements and other actions so that the Legacy Parkway can be approved and UDOT can commence construction expeditiously

The undersigned are authorized to sign on behalf of the party for whom they are signing

State of Utah

By

Alan Cranston
Governor

Title

Date

Utahns for Better Transportation

By

[Signature]
PRESIDENT 9/21/05

Title

Date

Sierra Club

By

[Signature]
Vice Chair UT Sierra Club 9/21/05

Title

Date

Future Moves Coalition

By

[Signature]
Co-Chair Sept 21, 2005

Title

Date

FRIENDS of Great Salt Lake

By

[Signature]
President Sept. 21, 2005

Title

Date

Great Salt Lake Audubon

By

[Signature]
Director Sept. 21, 2005

Title

Date

League of Women Voters of Salt Lake

By

[Signature]
Co-President 9/21/05

Title

Date