

**AGREEMENT IN PRINCIPLE BETWEEN STATE OF OKLAHOMA AND THE CENTRAL
OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY
IN SUPPORT OF ARRA/PRIIA PROGRAM**

This agreement in principle (AIP) made as of the 30th day of September, 2009, by and between the Central Oklahoma Transportation and Parking Authority (hereinafter referred to as "COTPA") and the State of Oklahoma, acting by and through its Department of Transportation (hereinafter referred to as "ODOT").

WHEREAS, pursuant to the American Recovery and Reinvestment Act of 2009 (ARRA), the Federal Railroad Administration (FRA) has established a grant application process to fund projects for high speed intercity passenger rail (HSIPR) authorized by the Passenger Rail Investment and Improvement Act of 2008 (PRIIA), and appropriations under ARRA and the Department of Transportation Appropriations Acts of 2009 and 2008 (FRA Grant Process), and has issued interim program guidance governing the FRA Grant Process (FRA Interim Guidance); and

WHEREAS, ODOT desires to submit one or more grant applications pursuant to the FRA Grant Process (the Application (s)); and

WHEREAS, a prerequisite for grants is that the applicants reach, at a minimum, agreements in principle with the owners of the railroad right-of-way (ROW) upon which the high speed intercity passenger rail service will operate (Host ROW agreement), and with the host railroads upon whose property construction improvement may be performed (Host Railroad Agreement); and

WHEREAS, ODOT has requested that COTPA enter into this AIP in support of the ODOT's application pursuant to the FRA Grant Process;

WHEREAS, COTPA is the owner of the railroad ROW approximately between NE 1st & Kelley and NE 63rd & I-35 in Oklahoma City; and


WHEREAS, ODOT is authorized by Applicable State law to enter into this AIP.

NOW THEREFORE, in consideration of the mutual covenants herein contained, if ODOT receives HSIPR funds, the parties hereto agree:

- (1) To prepare a joint use agreement to address, at a minimum, the following:
 - a - ODOT would proceed to rebuild COTPA tracks on the COTPA ROW.
 - b - COTPA will allow/share railroad ROW to facilitate the operation of HSIPR.
 - c - Maintenance of tracks will be the responsibility of ODOT.

- (2) That COTPA AND ODOT will carry out activities related to this topic in a coordinated and mutually beneficial manner.

By signature, ODOT and COTPA certify that the individuals listed in this agreement as representatives of the entities are authorized to act in their respective areas related to this agreement.



ODOT

**CENTRAL OKLAHOMA TRANSPORTATION AND
PARKING AUTHORITY**



Chairman

REVIEWED for form and legality.



Assistant Municipal Counselor