

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY AUTHORIZING THE DISPOSITION OF 4.096 ACRES OF LAND  
AT 5651 W. OLD BINGHAM HIGHWAY IN WEST JORDAN, UTAH  
TO SOUTH JORDAN CITY AND ROCKY MOUNTAIN POWER  
FOR THE GRANDVILLE AVENUE ROADWAY PROJECT**

R2024-06-05

June 12, 2024

WHEREAS, Utah Transit Authority (the “Authority”) is a large public transit district organized under the laws of the State of Utah and was created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities – Special Districts Act and the Utah Public Transit District Act; and

WHEREAS, the Authority is the owner of real property located in West Jordan, Utah, consisting of 23.16 acres, which serves the Mid-Jordan TRAX line at 5651 W. Old Bingham Highway (“UTA Property”); and

WHEREAS, South Jordan City desires to extend Grandville Avenue northward from Lake Avenue to Old Bingham Highway (“Project”); and

WHEREAS, the alignment for South Jordan’s Project includes 1.847 acres of right-of-way that crosses over and through the UTA Property (“Right-of-Way Property”); and

WHEREAS, South Jordan has offered to purchase the Right-of-Way Property from UTA to complete its Project for an appraised value of \$788,715.00; and

WHEREAS, the Board of the Authority (the “Board”) finds that the construction of Project will benefit UTA through enhancing access to and from the UTA Property and the Authority’s facilities located thereat; and

WHEREAS, in conjunction with Project, Rocky Mountain Power desires to purchase 2.275 acres of the UTA Property for the preservation of a power corridor (“Power Corridor Property”); and

WHEREAS, Rocky Mountain Power has offered to purchase the Power Corridor Property from UTA for an appraised value of \$956,484.00; and

WHEREAS, the UTA Property was acquired in 2008 with federal assistance, requiring the disposition of property to have the concurrence of the Federal Transit Administration (“FTA”); and

WHEREAS, the FTA completed an administrative review of this transaction and concurred with the dispositions outlined herein, providing its concurrence on March 21, 2024; and

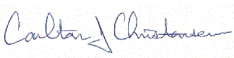
WHEREAS, Board Policy 5.2(III)(A)(2) requires the Board of Trustees to approve real property transactions in excess of \$1 million by resolution; and

WHEREAS, the Authority finds the sales contemplated hereunder to be in the public's interest, and the sales prices to be fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Authority (the "Board"):


1. That the Board hereby approves the sale of the Right-of-Way Property to South Jordan City in the amount of \$788,715.00, and the correlating purchase and sale agreement attached as Exhibit A.
2. That the Board hereby approves the sale of the Power Corridor Property to Rocky Mountain Power in the amount of \$956,484.00, and the correlating purchase and sale agreement attached as Exhibit B.
3. That the Executive Director and his designee(s) are authorized to execute the attached contracts and any closing statements, escrow forms and other documents and instruments, and take any additional actions as may be necessary or prudent to complete the purchase in accordance with the terms indicated herein.
4. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and legal counsel with regard to the sale of the Property.
5. That the corporate seal be attached hereto.

Approved and adopted this 12<sup>th</sup> day of June, 2024.

DocuSigned by:  
  
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\_\_\_\_\_  
Carlton Christensen, Chair  
Board of Trustees

ATTEST:

DocuSigned by:  
  
8D8A6B67F3AA459...  
Secretary of the Authority



Approved as to form:

DocuSigned by:  
  
0F6F046DE4724A2...  
UTA Legal Counsel

Exhibit A  
Purchase and Sale Agreement with South Jordan City

## AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

This Agreement for Sale and Purchase of Real Property, including all attached exhibits (the “Agreement”), is made by and between **South Jordan City** (“Buyer”), and **Utah Transit Authority** (“Seller”). Buyer and Seller are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

### RECITALS

A. Seller is owner of fee title to certain real properties located in West Jordan City, Salt Lake County, State of Utah, commonly known as assessor’s tax parcel number 26-11-476-004 (“Seller’s Property”).

B. Buyer desires to purchase a portion of Seller’s Property consisting of 1.847 acres (80,455 square feet), as more particularly described in **Exhibit A** and shown on **Exhibit B** (the “Property”).

C. Buyer desires to purchase from Seller and Seller desires to sell to Buyer, the Property, collectively with all improvements, structures, appurtenances, rights, privileges and easements belonging thereto and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, Buyer and Seller agree as follows:

1. Definitions. The following basic terms, conditions, and definitions are applicable to and an integral part of, and shall be deemed incorporated by reference in, this Agreement:

Business Day. Any day that is not a Saturday, Sunday, or federal or state holiday.

Closing. The recording of the Deed conveying the Property to Buyer in exchange for the release of the Purchase Price to Seller.

Closing Date. The date scheduled for the Closing, which shall be on or near June 1, 2024 or such other date mutually agreed by the Parties.

Contracts. Any leases or occupancy agreements, management, service, operating, listing, brokerage, supply or maintenance, or construction agreements, equipment leases, or other contracts, agreements, or transactions with any third party with respect to or affecting the Property, which may remain in effect and to which Buyer or the Property may be subject after the Closing.

Deed. A General Warranty Deed conveying the Property to Buyer, subject only to Permitted Title Exceptions, duly executed and acknowledged by Seller and in proper form for recording.

Due Diligence Documents. Such documents in Seller’s possession, including but not limited to 1) any unrecorded instrument that may benefit or burden the Property 2) contracts, 3)

licenses, leases, or permits, 4) surveys, 5) documents related to the environmental condition of the Property and the environmental condition of any adjoining lands to the extent held by Seller (“Environmental Documents”). Environmental Documents shall include but shall not be limited to any documents related to groundwater monitoring, groundwater quality and groundwater gradient.

Due Diligence Period. The period commencing on the Effective Date and expiring sixty (60) days before the Closing Date, subject to termination earlier upon termination of this Agreement.

Effective Date. The last date on which both Parties have fully executed and delivered their respective executed counterpart of this Agreement to the other party.

Permitted Title Exceptions. Those items disclosed on the Title Commitment and/or Survey, to which Buyer does not object under Section 6.2

Planned Use. Buyer is acquiring the Property for the construction of electric power lines, substations, or any other necessary or desirable appurtenances needed for Buyer’s business.

Preliminary Title Report. A Preliminary Title Commitment Report (“PTR”).

Purchase Price. The purchase price is SEVEN HUNDRED EIGHTY-EIGHT THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS (\$788,715.00). The price is based on \$9.00 per square foot of land plus half of the severance damages described in the Ken Mitchell, MAI appraisal report dated June 14, 2023.

Seller’s Liens. Any deeds of trust, mortgages, or mechanics’, judgment, tax, or other monetary liens encumbering the Property, any title exceptions arising after the Effective Date as a result of a violation by Seller of this Agreement, and any obligations of Seller under any Contracts (other than assigned Contracts, if any).

Title Commitment. The commitment for title insurance covering the Property on the standard form prescribed by the American Land Title Association (“ALTA”), issued by the Title Company and dated on or before the date of this Agreement.

Title Company/Escrow. TBD.

Title Policy. A standard ALTA Owner's Policy of Title Insurance, in an amount equal to the Purchase Price, insuring title to the Land and Improvements (if any) in Buyer in fee simple absolute, free and clear of all liens and encumbrances other than Permitted Exceptions, together with such endorsements as may be requested by Buyer.

Updated Preliminary Title Commitment Report. An updated PTR (“UPTR”).

2. Agreement to Purchase and Sell. In recognition of consideration received and subject to the terms and conditions set forth in this Agreement, Seller agrees to convey to Buyer, and Buyer

agrees to purchase and take from Seller, all right, title and interest in and to the Property, together with all right, title, and interest held by Seller in and to the improvements, rights, privileges, easements, reversions, remainders, rents, royalties, issues, and profits which are appurtenant to or obtained from the Property, including, without limitation, all water, water rights, ditches, and ditch rights, oil, gas appurtenant to the Property. The sale will also include all right, title, and interest of Seller in the roads and travel ways adjoining or passing through the Property.

3. Earnest Money Deposit. Seller does not require an earnest money deposit.

4. Purchase Price and Payment. Buyer shall pay Seller the Purchase Price through the Title Company at Closing. The Purchase Price shall be adjusted at Closing for the credits, prorations, and adjustments provided herein, including a credit for any Earnest Money Deposit as described in Section 3 and any other adjustments in accordance with this Agreement.

5. Neutral Seller. Seller acknowledges that Buyer intends to construct and improve the Grandville Avenue right-of-way. Seller agrees that it will not object to, interfere with or otherwise publicly oppose Buyer's permitting efforts before and after the conveyance of Property to Buyer. This provision shall survive closing.

6. Title and Review.

6.1 Commitment of Title Insurance. Within seven (7) business days from the Effective Date, Seller shall deliver a PTR to Buyer. Buyer shall have the option, at its sole cost and expense to obtain an extended owner's coverage policy. Seller shall cooperate with Buyer in providing all instruments required by Title Company to issue such extended coverage and all Buyer's required endorsements.

6.2 Objection to Title.

(a) Within the Due Diligence Period Buyer may provide to Seller any written objections to any title matters on the PTR. If Buyer fails to deliver such objections within the above time period, then all title exceptions disclosed on the PTR shall constitute Permitted Exceptions.

(b) Seller shall have ten (10) days from receipt of notice of objection to title conditions to respond to Buyer that Seller shall cure such objectionable title conditions, at Seller's sole cost, prior to Closing. If Seller fails to provide Buyer notice that it will cure all objectionable title conditions then Buyer shall have the option to either: (a) terminate this Agreement, in which event Buyer shall receive a full refund of any Earnest Money Deposit and the Parties shall be relieved of any further obligations hereunder, or (b) elect to close notwithstanding Seller's failure to confirm cure of any objectionable title condition.

(c) Buyer may order an UPTR at any time and provide a copy thereof to Seller. To the extent such UPTR reflects any new title condition then such new title condition shall be deemed unacceptable to Buyer and Seller shall again be obligated to respond within ten (10) days of receipt of the UPTR as to Seller's willingness and ability to cure such new condition prior to Closing or Buyer shall have the same elections as designated in Section 6.2 (b) above.

6.3 Delivery of Title Insurance. On the Closing Date, Seller shall cause the Title Company to commit to issue in favor of Buyer a standard coverage owner's policy of title insurance with respect to the Property in the amount of the Purchase Price, effective as of the Closing Date, containing no exceptions other than the Permitted Title Exceptions and containing such title policy endorsements that may be obtained in Utah as Buyer may require. Seller shall cause Title Company to deliver the Title Policy to Buyer within thirty (30) days after the Closing Date.

7. Other Due Diligence and Inspections.

7.1 Due Diligence. Buyer's due diligence may include, but not be limited to, determining if title or physical encumbrances on the Property would interfere with the Planned Use; pursuing acquisition of necessary permits for the Planned Use; and performing site studies to determine if Property is suitable for the Planned Use. Seller, as the underlying landowner, agrees to cooperate with Buyer as necessary for Buyer to acquire such permits.

7.2 Inspections. During the Due Diligence Period, Buyer shall have the license and right to enter onto the Property from time to time for the purpose of conducting such surveys, studies, tests, audits, examinations, investigations, and other inspections of the Property as it deems necessary or desirable ("Inspections"); provided, that Buyer shall give Seller reasonable advance notice of and opportunity to be present at such Inspections, and Buyer shall not perform any scraping, drilling, boring, or other forms of invasive testing at the Property without Seller's consent, which shall not be unreasonably withheld, conditioned or delayed. Buyer agrees to repair and restore any damage to the Property caused by such Inspections.

7.3 Due Diligence Documents. Within fifteen (15) calendar days of the Effective Date, Seller shall deliver to Buyer true and correct copies of any Due Diligence Documents in Seller's possession.

7.4 Buyer's Termination. Buyer may elect to terminate this Agreement if, in Buyer's sole discretion, the Due Diligence, Inspections, or Due Diligence Documents are unsatisfactory to Buyer, extinguishing all obligations of the Parties to purchase and sell the Property, by delivering written notice to Seller.

8. Representations and Warranties.

8.1 Seller's Representations and Warranties. Seller makes the following representations and warranties to Buyer, as of the Effective Date and as of the Closing Date, each of which representations and warranties shall survive the Closing and delivery of the Deed.

(a) Seller is the owner of fee title to the Property, and the Property is, or will be as of the Closing Date, subject only to the Permitted Title Exceptions and is free and clear of all physical encroachments to the best of Seller's knowledge.

(b) The execution of this Agreement and performance of Seller's duties and obligation under this Agreement do not and will not violate any agreement to which Seller is a party or by which it is otherwise bound and, when executed and delivered by Seller, this Agreement

will constitute the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(c) Seller has provided copies of all Due Diligence Documents to Buyer, and no other contracts, leases, licenses, commitment or undertakings of which Seller is a party exist relating to the Property.

(d) Seller has not received any notices, demands or deficiency statements from any mortgagee of the Property or from any state, municipal or county government or agency or any insurer relating to the Property, and which have not been cured or remedied except property valuation and tax notices issued by Salt Lake County.

(e) Seller has not received notice of and has no reason to believe that the Property is associated with any other violations of law or contractual dispute or violation.

(f) Other than those Due Diligence Documents delivered to Buyer, no other instruments exist that bear upon or burden or otherwise impact the Property or its owner.

(g) Seller represents and warrants that the Property does not, and at Closing, shall not contain any underground storage tanks, surface impoundments, asbestos or asbestos-containing material, or polychlorinated biphenyls (PCB's) or PCB-containing materials, past or present refuse dump sites, chemical storage sites, areas of heavily stained soil, or sites of known hazardous substances releases; and the Property is free from the presence of hazardous waste or materials and no hazardous substances have been generated, stored, released, disposed of, or transported over, on or within the Property. The terms "hazardous substances" includes any substance, waste or material defined or designated as hazardous, toxic or dangerous (or similar term) by any applicable federal, state, or local statute, regulation, rule, or ordinance.

(h) Other than what has been disclosed to Buyer, Seller has no knowledge of any fact or condition that would materially impair the fair market value of the Property, would materially increase the cost of operating the Property, or would be inconsistent with the terms of this Agreement.

(i) Seller acknowledges that Buyer is acquiring the Property to construct the Planned Use. Seller agrees not to object to or take any action inconsistent with Buyer's permitting efforts during the term of this Agreement and following conveyance of Property to Buyer in the event Buyer purchases the Property. This obligation shall survive Closing.

(j) No person, broker or entity, whether or not affiliated with Seller is entitled to a commission, finder's fee or other compensation arising from this Agreement, as regarding Seller.

8.2 Buyer's Representations and Warranties. Buyer makes the following representations and warranties to Seller, as of the Effective Date and as of the Closing Date, each of which representations and warranties shall survive the Closing and delivery of the Deed.

(a) Buyer has the right, power and authority to execute, deliver and perform this Agreement, the execution of this Agreement, and performance of Buyer's duties and obligation hereunder do not and will not violate any agreement to which Buyer is a party or by which it is otherwise bound and. When executed and delivered by Buyer, this Agreement will constitute the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

(b) No person, broker or entity, whether or not affiliated with Buyer is entitled to a commission, finder's fee or other compensation arising from this Agreement, as regarding Buyer.

9. Seller's Use of the Property. From and after the Effective Date until Closing, or earlier termination of this Agreement, Seller shall not convey any right, title, or interest in or to the Property, or create or permit any new title exceptions with respect to the Property without Buyer's consent, other than exceptions to be cured by Closing. Further, except as otherwise provided for under this Agreement, Seller agrees to pay, when the same are due, all payments on any encumbrances presently affecting the Property and any and all taxes, assessments and levies in respect to the Property through the Closing.

10. Buyer's Contingencies.

10.1 Condition Contingencies. The obligations of Buyer under this Agreement are conditioned upon the satisfaction or waiver of all requirements and contingencies set forth below:

(a) Buyer will receive title to the Property, in accordance with this Agreement at Closing;

(b) Seller's representations and warranties continue to be true and correct, in all material respects, prior to Closing;

(c) Buyer is satisfied with all its due diligence and inspections with respect to the Property;

(d) Buyer is satisfied that no other facts or circumstances exist that may make its acquisition, ownership, occupancy, or use of the Property imprudent, all in its sole and absolute discretion, in each case by the end of the Due Diligence Period; and

If any contingency in Section 10.1 (a) through (d) is not satisfied or waived by the applicable deadline noted above, then Buyer may terminate this Agreement by written notice to Seller at any time prior to such deadline and Buyer shall receive a full refund of any Earnest Money Deposit.

10.2 Buyer's Approval Contingency. In addition, the obligations of Buyer under this Agreement are conditioned upon Buyer's approval, in its sole and absolute discretion, that the Property is suitable for the Planned Use no later than the Closing Date, and if such contingency is not satisfied by such date, then this Agreement shall automatically terminate as of such date without further action, and Seller shall retain the Earnest Money Deposit.

11. Closing.

11.1 Time and Place of Closing. The Closing shall occur in Escrow offered by the Title Company no later than the Closing Date, or at such other time and place as the Parties may mutually agree upon in writing, provided that this Agreement is not terminated as provided herein. A Party need not be present at Closing if that Party has delivered all the items it is required to deliver at Closing to Escrow by the Closing Date with escrow instructions consistent with this Agreement.

11.2 Actions at Closing. At the Closing, the following events shall occur, each being declared to have occurred simultaneously with the other. The Parties shall deliver all documents to be recorded and funds to be delivered to the Title Company in escrow, to hold, deliver, record and disburse in accordance with any supplemental escrow instructions, the form and content of which the Parties shall agree to prior to Closing.

(a) Seller's Deliverables. At Closing, Seller shall deliver possession of the Property. Seller shall also deliver to Buyer:

i. the Deed, in a form substantially similar to the one attached as Exhibit "C", conveying all right, title, and interest in and to the Property and Improvements;

ii. an affidavit in form and content satisfactory to Buyer and Title Company stating that neither Seller nor, if Seller is a disregarded entity for federal income tax purposes, the owner(s) of Seller is a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code;

iii. two (2) executed copies of such Seller's statement of settlement setting forth all (1) prorations and credits, if any, provided for in this Agreement, (2) disbursements of the Purchase Price, and (3) expenses of the Closing; and

iv. any other funds, instruments or documents (including any assigned Contracts) as may be reasonably requested by Buyer or the escrow agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Seller's prior approval, which approval may not be unreasonably withheld or delayed).

(b) Buyer's Deliverables. Buyer shall deliver:

i. the Purchase Price, including the release of the Earnest Money Deposit;

ii. any other funds, instruments or documents as may be reasonably requested by Seller or the Title Company or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Buyer's prior approval, which approval may not be unreasonably withheld or delayed).

11.3 Payment of Costs. Buyer and Seller shall each pay one-half of all Closing costs and escrow charges of the Title Company. Seller shall pay the premium for standard owner's title policy. Buyer shall pay for any additional premium required for an extended owner's policy of

title insurance and the cost of any endorsements requested by Buyer. Seller shall pay for any county and city taxes related to the transaction.

12. Default and Remedies.

12.1 Seller's Default. If Seller defaults in the performance of any of its covenants under this Agreement and fails to cure such default within five (5) days after notice thereof from Buyer to Seller, then Buyer may elect to: (a) terminate this Agreement, in which case any Earnest Money Deposit shall be paid to Buyer, or (b) obtain specific performance of Seller's obligations under this Agreement plus recovery of all Buyer's costs and expenses in connection with such default.

12.2 Buyer's Default. If Buyer fails or refuses to perform its obligations under this Agreement, and such failure or refusal is not cured within five (5) business days after Buyer's receipt of written notice of such failure from Seller, Seller may seek the remedy proscribed in Section 12.4 below.

12.3 Escrow Cancellation Charges. If the escrow established in connection with this Agreement fails to close because of Seller's default, Seller will be liable for any cancellation charges by the Title Company. If the escrow fails to close because of Buyer's default, Buyer will be liable for any cancellation charges by the Title Company. If the escrow fails to close for any other reason, Buyer and Seller must split any cancellation charges equally, except that Buyer must bear the entire cost of the Title Commitment and any amendments thereto. Buyer and Seller will mutually execute cancellation and Earnest Money Deposit disbursement instructions to escrow.

12.4 Liquidated Damages. BUYER AND SELLER HEREBY AGREE THAT IT WOULD BE DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES RESULTING FROM A MATERIAL BREACH OF THIS AGREEMENT BY BUYER. THEREFORE, BUYER AND SELLER AGREE THAT IN THE EVENT OF A MATERIAL BREACH BY BUYER, SELLER'S SOLE AND EXCLUSIVE REMEDY SHALL BE RETENTION OF THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES. BUYER AND SELLER AGREE THAT THIS LIQUIDATED DAMAGES PROVISION REPRESENTS REASONABLE COMPENSATION FOR THE LOSS INCURRED BY BUYER'S MATERIAL BREACH HEREUNDER.

13. Real Property Taxes. Real property taxes and assessments shall be prorated as of Closing. Seller shall be responsible for any and all deferred or abated taxes and related interest and charges, any past due taxes and assessments through Closing and shall cause such to be paid and removed at or before Closing. The current year's taxes shall be prorated between the Parties as of Closing.

14. Seller's Indemnity. To the fullest extent permitted by law, Seller shall indemnify, hold harmless and defend Buyer, its employees, officers, representatives and/or agents (collectively, the "Buyer Indemnified Parties") against any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought, made against or incurred by Buyer Indemnified Parties, relating to (1) the environmental condition of the Property; (2) otherwise arising from any incident occurring on the Property prior to the Closing Date; (3) a breach of any representations or warranties of Seller with regard to the Property or otherwise as set forth herein; or (4) any violation of applicable laws and regulations.

15. Miscellaneous

15.1 Entire Agreement. This Agreement contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements, whether written or oral, between the Parties respecting such matters. This Agreement may be amended or modified only by mutual written agreement.

15.2 Survival. All warranties, representations, covenants and agreements contained in this Agreement and all documents delivered in connection with this Agreement, in each case, that by their nature are intended to survive shall survive the Closing of the transaction contemplated hereby or, if applicable, the termination of this Agreement.

15.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, administrators, and assigns; provided, however, that notwithstanding the foregoing, neither Party's interest under this Agreement may be assigned, encumbered, or otherwise transferred, whether voluntarily, involuntarily, by operation of law or otherwise.

15.4 Notices. It is understood and agreed that notices regarding this Agreement shall be sent to either Party by electronic mail. The receiving Party shall confirm read/receipt of said notice delivered by issuing an electronic mail message and not an automatic reply.

To Seller:  
Utah Transit Authority  
Attention: Property Management  
669 W. 200 S.  
Salt Lake City, UT 84101

To Buyer:  
South Jordan City  
1600 W Towne Center Drive  
South Jordan, UT 84095

15.5 Time of Essence. Time is of the essence in the performance of each and every term, condition and covenant of this Agreement.

15.6 Counterparts; Electronic Signatures and Delivery. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if the Parties to this Agreement had executed the same counterpart. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

15.7 Paragraph Headings. The paragraph headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement.

15.8 Waiver. Except as herein expressly provided, no waiver by a Party of any breach of this Agreement or any warranty or representation under this Agreement by the other Party shall be deemed to be a waiver of any other breach of any kind or nature (whether preceding or succeeding and whether or not of the same or similar nature) and no acceptance of payment or performance by a Party after any such breach by another Party shall be deemed to be a waiver of

any further breach of this Agreement or of any representation or warranty by such other Party whether or not the first Party knows of such a breach at the time it accepts such payment or performance. No failure on the part of a Party to exercise any right it may have by the terms of this Agreement or by law upon the default of another Party, and no delay in the exercise of any such right by the first Party at any time when such other Party may be in default, shall operate as a waiver of any default, or as a modification in any respect of the provision of this Agreement.

15.9 Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

15.10 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Utah.

15.11 No Presumption Against Drafting Party. The Parties agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any applicable law or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

15.12 No Recording. This Agreement shall not be recorded in the real property records.

15.13 Further Instruments. Each Party shall from time to time execute and deliver such further documents or instruments as the other Party, its counsel or the Title Company may reasonably request to effectuate the intent of this Agreement, including without limitation documents necessary for compliance with the laws, ordinances, rules and regulations of any applicable governmental authorities.

15.14 Approvals Required. Seller is a large public transit district organized pursuant to the laws of the State of Utah. This Agreement is contingent upon, and shall not be valid until, it is approved by the UTA Board of Trustees and has the concurrence of the Federal Transit Administration.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date and year last below written.

**SELLER**

Utah Transit Authority

Signed: \_\_\_\_\_  
Name: Spencer Burgoyne  
Title: Manager Property Administration  
Date: \_\_\_\_\_

**BUYER**


South Jordan City

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Name: Dave Hancock  
Title: Chief Capital Services Officer  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Name: Jay Fox  
Title: Executive Director  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

DocuSigned by:  
  
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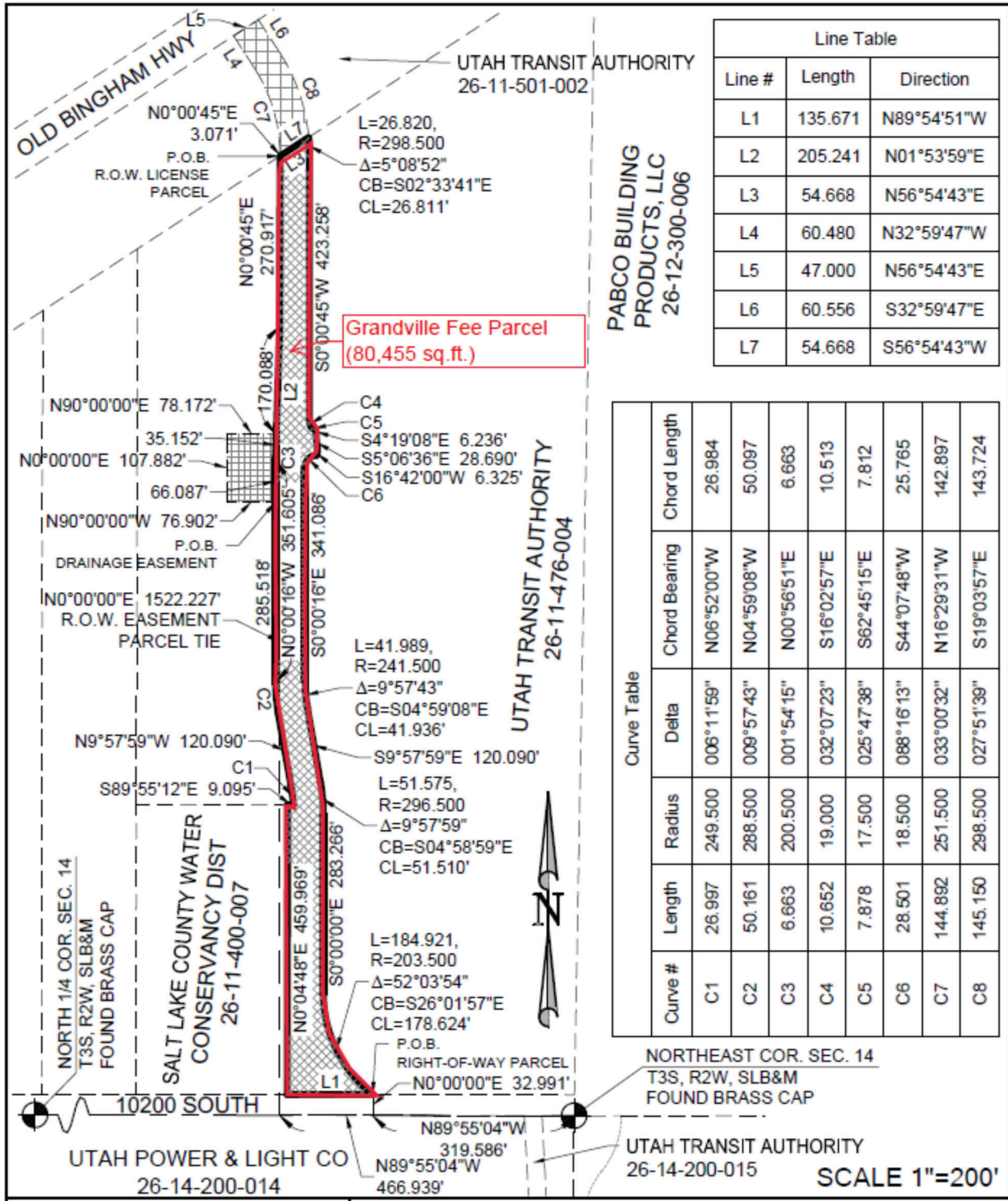
Tim. Merrill  
Assistant Attorney General  
Counsel To UTA

**EXHIBIT A**  
Legal Description of Property

Beginning at point on the North Right-of-Way Line of 10200 South Street, said point lies North 89°55'04" West 319.586 feet along the Section Line and North 32.991 feet from the Southeast Corner of Section 11, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said 10200 South Street North 89°54'51" West 135.671 feet to a point on a West Line of Utah Transit Authority Parcel No. 26-11-476-004; thence along said Utah Transit Authority Parcel No. 26-11-476-004 North 00°04'48" East 459.969 feet to a corner common to said Utah Transit Authority Parcel No. 26-11-476-004 and Salt Lake County Water Conservancy District Parcel No. 26-11-400-007; thence South 89°55'12" East 9.095 feet to a point on a 249.500 foot radius non tangent curve to the left, (radius bears South 86°14'00" West, Chord: North 06°52'00" West 26.984 feet); thence along the arc of said curve 26.997 feet through a central angle of 06°11'59"; thence North 09°57'59" West 120.090 feet to a point on a 288.500 foot radius tangent curve to the right, (radius bears North 80°02'01" East, Chord: North 04°59'08" West 50.097 feet); thence along the arc of said curve 50.161 feet through a central angle of 09°57'43"; thence North 00°00'16" West 351.605 feet to a point on a 200.500 foot radius tangent curve to the right, (radius bears North 89°59'44" East, Chord: North 00°56'51" East 6.663 feet); thence along the arc of said curve 6.663 feet through a central angle of 01°54'15"; thence North 01°53'59" East 205.241 feet; thence North 00°00'45" East 270.917 feet to the Southeasterly Line of Utah Transit Authority Parcel No. 26-11-501-002; thence along said Utah Transit Authority Parcel No. 26-11-501-002 North 56°54'43" East 54.668 feet to a point on a 298.500 foot radius non tangent curve to the right, (radius bears South 84°51'52" West, Chord: South 02°33'41" East 26.811 feet); thence along the arc of said curve 26.820 feet through a central angle of 05°08'52"; thence South 00°00'45" West 423.258 feet to a point on a 19.000 foot radius tangent curve to the left, (radius bears South 89°59'15" East, Chord: South 16°02'57" East 10.513 feet); thence along the arc of said curve 10.652 feet through a central angle of 32°07'23" to a point of compound curvature with a 17.500 foot radius non tangent curve to the left, (radius bears North 40°08'34" East, Chord: South 62°45'15" East 7.812 feet); thence along the arc of said curve 7.878 feet through a central angle of 25°47'38"; thence South 04°19'08" East 6.236 feet; thence South 05°06'36" East 28.690 feet; thence South 16°42'00" West 6.325 feet to a point on a 18.500 foot radius non tangent curve to the left, (radius bears South 01°44'06" East, Chord: South 44°07'48" West 25.765 feet); thence along the arc of said curve 28.501 feet through a central angle of 88°16'13"; thence South 00°00'16" East 341.086 feet to a point on a 241.500 foot radius tangent curve to the left, (radius bears North 89°59'44" East, Chord: South 04°59'08" East 41.936 feet); thence along the arc of said curve 41.989 feet through a central angle of 09°57'43"; thence South 09°57'59" East 120.090 feet to a point on a 296.500 foot radius tangent curve to the right, (radius bears South 80°02'01" West, Chord: South 04°58'59" East 51.510 feet); thence along the arc of said curve 51.575 feet through a central angle of 09°57'59"; thence South 283.266 feet to a point on a 203.500 foot radius non tangent curve to the left, (radius bears East, Chord: South 26°01'57" East 178.624 feet); thence along the arc of said curve 184.921 feet through a central angle of 52°03'54" to the point of beginning.

**Property contains 1.847 acres, 80,455 square feet.**

### EXHIBIT B Depiction of the Property



**EXHIBIT C**  
Form of Deed

When Recorded, Return to:  
City of South Jordan  
Attn: Don Tingey  
1600 W. Town Center Drive  
South Jordan City, Utah 84095  
Tax ID No. 26-11-476-004

TAX NOTICES:  
City of South Jordan  
1600 W. Town Center Drive  
South Jordan, Utah 84095

**GENERAL WARRANTY DEED**

In consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, **Utah Transit Authority**, a large public transit district organized and existing pursuant Utah law (“Grantor”), whose address is 669 West 200 South Salt Lake City, Utah 84101, hereby grants, transfers, conveys and warrants to the **City of South Jordan**, a political subdivision of the State of Utah, (“Grantee”), whose address is 1600 W. Town Center Drive, South Jordan, Utah 84095, all rights, title and interests in and to the real property located in Salt Lake County, Utah, more fully described as follows:

**See Exhibit A attached hereto and incorporated herein by this reference;**

TOGETHER WITH: all easements, rights, privileges, franchises, appurtenances thereunto belonging or in any way appertaining to the real property, all right, title and interest of Seller in and to any land lying in the bed of any body of water or watercourse, street, road, or path and all strips and gores relating to or adjoining such land, together with all water rights, water shares, water certificates, wells and well permits applicable or related thereto, all subsurface rights owned by Grantor including, without limitation, all mineral, gas, oil, and geothermal rights, and together with any and all buildings and other fixtures and appurtenances thereto and improvements thereon.

SUBJECT ONLY TO Easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes for the year 2024 and thereafter.

[SIGNATURE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has executed this General Warranty Deed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR:

Utah Transit Authority

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**REPRESENTATIVE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

} ss.

) ss.

COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that she/he is the \_\_\_\_\_ of \_\_\_\_\_, and that the foregoing instrument was signed on behalf of said company, and the said \_\_\_\_\_ acknowledged to me that said company executed the same.

\_\_\_\_\_  
Notary Public

My commission expires:

Residing at \_\_\_\_\_

\_\_\_\_\_

## Exhibit A to Deed

### Property Description

Beginning at point on the North Right-of-Way Line of 10200 South Street, said point lies North 89°55'04" West 319.586 feet along the Section Line and North 32.991 feet from the Southeast Corner of Section 11, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said 10200 South Street North 89°54'51" West 135.671 feet to a point on a West Line of Utah Transit Authority Parcel No. 26-11-476-004; thence along said Utah Transit Authority Parcel No. 26-11-476-004 North 00°04'48" East 459.969 feet to a corner common to said Utah Transit Authority Parcel No. 26-11-476-004 and Salt Lake County Water Conservancy District Parcel No. 26-11-400-007; thence South 89°55'12" East 9.095 feet to a point on a 249.500 foot radius non tangent curve to the left, (radius bears South 86°14'00" West, Chord: North 06°52'00" West 26.984 feet); thence along the arc of said curve 26.997 feet through a central angle of 06°11'59"; thence North 09°57'59" West 120.090 feet to a point on a 288.500 foot radius tangent curve to the right, (radius bears North 80°02'01" East, Chord: North 04°59'08" West 50.097 feet); thence along the arc of said curve 50.161 feet through a central angle of 09°57'43"; thence North 00°00'16" West 351.605 feet to a point on a 200.500 foot radius tangent curve to the right, (radius bears North 89°59'44" East, Chord: North 00°56'51" East 6.663 feet); thence along the arc of said curve 6.663 feet through a central angle of 01°54'15"; thence North 01°53'59" East 205.241 feet; thence North 00°00'45" East 270.917 feet to the Southeasterly Line of Utah Transit Authority Parcel No. 26-11-501-002; thence along said Utah Transit Authority Parcel No. 26-11-501-002 North 56°54'43" East 54.668 feet to a point on a 298.500 foot radius non tangent curve to the right, (radius bears South 84°51'52" West, Chord: South 02°33'41" East 26.811 feet); thence along the arc of said curve 26.820 feet through a central angle of 05°08'52"; thence South 00°00'45" West 423.258 feet to a point on a 19.000 foot radius tangent curve to the left, (radius bears South 89°59'15" East, Chord: South 16°02'57" East 10.513 feet); thence along the arc of said curve 10.652 feet through a central angle of 32°07'23" to a point of compound curvature with a 17.500 foot radius non tangent curve to the left, (radius bears North 40°08'34" East, Chord: South 62°45'15" East 7.812 feet); thence along the arc of said curve 7.878 feet through a central angle of 25°47'38"; thence South 04°19'08" East 6.236 feet; thence South 05°06'36" East 28.690 feet; thence South 16°42'00" West 6.325 feet to a point on a 18.500 foot radius non tangent curve to the left, (radius bears South 01°44'06" East, Chord: South 44°07'48" West 25.765 feet); thence along the arc of said curve 28.501 feet through a central angle of 88°16'13"; thence South 00°00'16" East 341.086 feet to a point on a 241.500 foot radius tangent curve to the left, (radius bears North 89°59'44" East, Chord: South 04°59'08" East 41.936 feet); thence along the arc of said curve 41.989 feet through a central angle of 09°57'43"; thence South 09°57'59" East 120.090 feet to a point on a 296.500 foot radius tangent curve to the right, (radius bears South 80°02'01" West, Chord: South 04°58'59" East 51.510 feet); thence along the arc of said curve 51.575 feet through a central angle of 09°57'59"; thence South 283.266 feet to a point on a 203.500 foot radius non tangent curve to the left, (radius bears East, Chord: South 26°01'57" East 178.624 feet); thence along the arc of said curve 184.921 feet through a central angle of 52°03'54" to the point of beginning.

**Property contains 1.847 acres, 80,455 square feet.**

Exhibit B  
Purchase and Sale Agreement with Rocky Mountain Power

## AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

This Agreement for Sale and Purchase of Real Property, including all attached exhibits (the “Agreement”), is made by and between **PacifiCorp, an Oregon corporation** (“Buyer”), and **Utah Transit Authority** (“Seller”). Buyer and Seller are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

### RECITALS

A. Seller is owner of fee title to certain real properties located in West Jordan City, Salt Lake County, State of Utah, commonly known as assessor’s tax parcel number 26-11-476-004 (“Seller’s Property”)

B. Buyer desires to purchase a portion of Seller’s Property as more particularly described in **Exhibit A** and shown on **Exhibit B** (the “Property”) for a future transmission corridor.

C. Buyer desires to purchase from Seller and Seller desires to sell to Buyer, the Property, collectively with all improvements, structures, appurtenances, rights, privileges and easements belonging thereto and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, Buyer and Seller agree as follows:

1. Definitions. The following basic terms, conditions, and definitions are applicable to and an integral part of, and shall be deemed incorporated by reference in, this Agreement:

Business Day. Any day that is not a Saturday, Sunday, or federal or state holiday.

Closing. The recording of the Deed conveying the Property to Buyer in exchange for the release of the Purchase Price to Seller.

Closing Date. The date scheduled for the Closing, which shall be on or around June 1, 2024, or such other date mutually agreed by the Parties.

Contracts. Any leases or occupancy agreements, management, service, operating, listing, brokerage, supply or maintenance, or construction agreements, equipment leases, or other contracts, agreements, or transactions with any third party with respect to or affecting the Property, which may remain in effect and to which Buyer or the Property may be subject after the Closing.

Deed. A General Warranty Deed conveying the Property to Buyer, subject only to Permitted Title Exceptions, duly executed and acknowledged by Seller and in proper form for recording.

Due Diligence Documents. Such documents in Seller’s possession, including but not limited to 1) any unrecorded instrument that may benefit or burden the Property 2) contracts, 3) licenses, leases, or permits, 4) surveys, 5) documents related to the environmental condition of the

Property and the environmental condition of any adjoining lands to the extent held by Seller (“Environmental Documents”). Environmental Documents shall include but shall not be limited to any documents related to groundwater monitoring, groundwater quality and groundwater gradient.

Due Diligence Period. The period commencing on the Effective Date and expiring sixty (60) days before the Closing Date, subject to termination earlier upon termination of this Agreement.

Effective Date. The last date on which both Parties have fully executed and delivered their respective executed counterpart of this Agreement to the other party.

Permitted Title Exceptions. Those items disclosed on the Title Commitment and/or Survey, to which Buyer does not object under Section 6.2

Planned Use. Buyer is acquiring the Property for the construction of electric power lines, substations, or any other necessary or desirable appurtenances needed for Buyer’s business.

Preliminary Title Report. A Preliminary Title Commitment Report (“PTR”).

Purchase Price. The purchase price is NINE HUNDRED FIFTY-SIX THOUSAND FOUR HUNDRED EIGHTY-FOUR DOLLARS (\$956,484.00). The price is based on \$9.00 per square foot of land plus half of the severance damages described in the Ken Mitchell, MAI appraisal report dated June 14, 2023.

Seller’s Liens. Any deeds of trust, mortgages, or mechanics’, judgment, tax, or other monetary liens encumbering the Property, any title exceptions arising after the Effective Date as a result of a violation by Seller of this Agreement, and any obligations of Seller under any Contracts (other than assigned Contracts, if any).

Title Commitment. The commitment for title insurance covering the Property on the standard form prescribed by the American Land Title Association (“ALTA”), issued by the Title Company and dated on or before the date of this Agreement.

Title Company/Escrow. The title company will be US Title Insurance Agency with Elton Anderson as the escrow agent, located at 12198 South State Street, Suite #1 Draper, Utah 84020 with a contact number of 801-895-7201.

Title Policy. A standard ALTA Owner's Policy of Title Insurance, in an amount equal to the Purchase Price, insuring title to the Land and Improvements (if any) in Buyer in fee simple absolute, free and clear of all liens and encumbrances other than Permitted Exceptions, together with such endorsements as may be requested by Buyer.

Updated Preliminary Title Commitment Report. An updated PTR (“UPTR”).

2. Agreement to Purchase and Sell. In recognition of consideration received and subject to the terms and conditions set forth in this Agreement, Seller agrees to convey to Buyer, and Buyer agrees to purchase and take from Seller, all right, title and interest in and to the Property, together with all right, title, and interest held by Seller in and to the improvements, rights, privileges, easements, reversions, remainders, rents, royalties, issues, and profits which are appurtenant to or obtained from the Property, including, without limitation, all water, water rights, ditches, and ditch rights, oil, gas appurtenant to the Property. The sale will also include all right, title, and interest of Seller in the roads and travel ways adjoining or passing through the Property.

3. Earnest Money Deposit. Seller does not require an earnest money deposit.

4. Purchase Price and Payment. Buyer shall pay Seller the Purchase Price through the Title Company at Closing. The Purchase Price shall be adjusted at Closing for the credits, prorations, and adjustments provided herein, including a credit for any Earnest Money Deposit as described in Section 3 and any other adjustments in accordance with this Agreement.

5. Neutral Seller. Seller acknowledges that Buyer intends to construct an electrical substation, power lines and necessary or desirable appurtenances on the Property. Seller agrees that it will not object to, interfere with or otherwise publicly oppose Buyer's permitting efforts before and after the conveyance of Property to Buyer. This provision shall survive closing.

6. Title and Review.

6.1 Commitment of Title Insurance. Within seven (7) business days from the Effective Date, Seller shall deliver a PTR to Buyer. Buyer shall have the option, at its sole cost and expense to obtain an extended owner's coverage policy. Seller shall cooperate with Buyer in providing all instruments required by Title Company to issue such extended coverage and all Buyer's required endorsements.

6.2 Objection to Title.

(a) Within the Due Diligence Period Buyer may provide to Seller any written objections to any title matters on the PTR. If Buyer fails to deliver such objections within the above time period, then all title exceptions disclosed on the PTR shall constitute Permitted Exceptions.

(b) Seller shall have ten (10) days from receipt of notice of objection to title conditions to respond to Buyer that Seller shall cure such objectionable title conditions, at Seller's sole cost, prior to Closing. If Seller fails to provide Buyer notice that it will cure all objectionable title conditions then Buyer shall have the option to either: (a) terminate this Agreement, in which event Buyer shall receive a full refund of any Earnest Money Deposit and the Parties shall be relieved of any further obligations hereunder, or (b) elect to close notwithstanding Seller's failure to confirm cure of any objectionable title condition.

(c) Buyer may order an UPTR at any time and provide a copy thereof to Seller. To the extent such UPTR reflects any new title condition then such new title condition shall be deemed unacceptable to Buyer and Seller shall again be obligated to respond within ten (10) days

of receipt of the UPTR as to Seller's willingness and ability to cure such new condition prior to Closing or Buyer shall have the same elections as designated in Section 6.2 (b) above.

6.3 Delivery of Title Insurance. On the Closing Date, Seller shall cause the Title Company to commit to issue in favor of Buyer a standard coverage owner's policy of title insurance with respect to the Property in the amount of the Purchase Price, effective as of the Closing Date, containing no exceptions other than the Permitted Title Exceptions and containing such title policy endorsements that may be obtained in Utah as Buyer may require. Seller shall cause Title Company to deliver the Title Policy to Buyer within thirty (30) days after the Closing Date.

7. Other Due Diligence and Inspections.

7.1 Due Diligence. Buyer's due diligence may include, but not be limited to, determining if title or physical encumbrances on the Property would interfere with the Planned Use; pursuing acquisition of necessary permits for the Planned Use; and performing site studies to determine if Property is suitable for the Planned Use. Seller, as the underlying landowner, agrees to cooperate with Buyer as necessary for Buyer to acquire such permits.

7.2 Inspections. During the Due Diligence Period, Buyer shall have the license and right to enter onto the Property from time to time for the purpose of conducting such surveys, studies, tests, audits, examinations, investigations, and other inspections of the Property as it deems necessary or desirable ("Inspections"); provided, that Buyer shall give Seller reasonable advance notice of and opportunity to be present at such Inspections, and Buyer shall not perform any scraping, drilling, boring, or other forms of invasive testing at the Property without Seller's consent, which shall not be unreasonably withheld, conditioned or delayed. Buyer agrees to repair and restore any damage to the Property caused by such Inspections.

7.3 Due Diligence Documents. Within fifteen (15) calendar days of the Effective Date, Seller shall deliver to Buyer true and correct copies of any Due Diligence Documents in Seller's possession.

7.4 Buyer's Termination. Buyer may elect to terminate this Agreement if, in Buyer's sole discretion, the Due Diligence, Inspections, or Due Diligence Documents are unsatisfactory to Buyer, extinguishing all obligations of the Parties to purchase and sell the Property, by delivering written notice to Seller.

8. Representations and Warranties.

8.1 Seller's Representations and Warranties. Seller makes the following representations and warranties to Buyer, as of the Effective Date and as of the Closing Date, each of which representations and warranties shall survive the Closing and delivery of the Deed.

(a) Seller is the owner of fee title to the Property, and the Property is, or will be as of the Closing Date, subject only to the Permitted Title Exceptions and is free and clear of all physical encroachments to the best of Seller's knowledge.

(b) The execution of this Agreement and performance of Seller's duties and obligation under this Agreement do not and will not violate any agreement to which Seller is a party or by which it is otherwise bound and, when executed and delivered by Seller, this Agreement will constitute the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(c) Seller has provided copies of all Due Diligence Documents to Buyer, and no other contracts, leases, licenses, commitment or undertakings of which Seller is a party exist relating to the Property.

(d) Seller has not received any notices, demands or deficiency statements from any mortgagee of the Property or from any state, municipal or county government or agency or any insurer relating to the Property, and which have not been cured or remedied except property valuation and tax notices issued by Salt Lake County.

(e) Seller has not received notice of and has no reason to believe that the Property is associated with any other violations of law or contractual dispute or violation.

(f) Other than those Due Diligence Documents delivered to Buyer, no other instruments exist that bear upon or burden or otherwise impact the Property or its owner.

(g) Seller represents and warrants that the Property does not, and at Closing, shall not contain any underground storage tanks, surface impoundments, asbestos or asbestos-containing material, or polychlorinated biphenyls (PCB's) or PCB-containing materials, past or present refuse dump sites, chemical storage sites, areas of heavily stained soil, or sites of known hazardous substances releases; and the Property is free from the presence of hazardous waste or materials and no hazardous substances have been generated, stored, released, disposed of, or transported over, on or within the Property. The terms "hazardous substances" includes any substance, waste or material defined or designated as hazardous, toxic or dangerous (or similar term) by any applicable federal, state, or local statute, regulation, rule, or ordinance.

(h) Other than what has been disclosed to Buyer, Seller has no knowledge of any fact or condition that would materially impair the fair market value of the Property, would materially increase the cost of operating the Property, or would be inconsistent with the terms of this Agreement.

(i) Seller acknowledges that Buyer is acquiring the Property to construct the Planned Use. Seller agrees not to object to or take any action inconsistent with Buyer's permitting efforts during the term of this Agreement and following conveyance of Property to Buyer in the event Buyer purchases the Property. This obligation shall survive Closing.

(j) No person, broker or entity, whether or not affiliated with Seller is entitled to a commission, finder's fee or other compensation arising from this Agreement, as regarding Seller.

8.2 Buyer's Representations and Warranties. Buyer makes the following representations and warranties to Seller, as of the Effective Date and as of the Closing Date, each of which representations and warranties shall survive the Closing and delivery of the Deed.

(a) Buyer has the right, power and authority to execute, deliver and perform this Agreement, the execution of this Agreement, and performance of Buyer's duties and obligation hereunder do not and will not violate any agreement to which Buyer is a party or by which it is otherwise bound and. When executed and delivered by Buyer, this Agreement will constitute the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

(b) No person, broker or entity, whether or not affiliated with Buyer is entitled to a commission, finder's fee or other compensation arising from this Agreement, as regarding Buyer.

9. Seller's Use of the Property. From and after the Effective Date until Closing, or earlier termination of this Agreement, Seller shall not convey any right, title, or interest in or to the Property, or create or permit any new title exceptions with respect to the Property without Buyer's consent, other than exceptions to be cured by Closing. Further, except as otherwise provided for under this Agreement, Seller agrees to pay, when the same are due, all payments on any encumbrances presently affecting the Property and any and all taxes, assessments and levies in respect to the Property through the Closing.

10. Buyer's Contingencies.

10.1 Condition Contingencies. The obligations of Buyer under this Agreement are conditioned upon the satisfaction or waiver of all requirements and contingencies set forth below:

(a) Buyer will receive title to the Property, in accordance with this Agreement at Closing;

(b) Seller's representations and warranties continue to be true and correct, in all material respects, prior to Closing;

(c) Buyer is satisfied with all its due diligence and inspections with respect to the Property;

(d) Buyer is satisfied that no other facts or circumstances exist that may make its acquisition, ownership, occupancy, or use of the Property imprudent, all in its sole and absolute discretion, in each case by the end of the Due Diligence Period; and

If any contingency in Section 10.1 (a) through (d) is not satisfied or waived by the applicable deadline noted above, then Buyer may terminate this Agreement by written notice to Seller at any time prior to such deadline and Buyer shall receive a full refund of any Earnest Money Deposit.

10.2 Buyer's Approval Contingency. In addition, the obligations of Buyer under this Agreement are conditioned upon Buyer's approval, in its sole and absolute discretion, that the

Property is suitable for the Planned Use no later than the Closing Date, and if such contingency is not satisfied by such date, then this Agreement shall automatically terminate as of such date without further action, and Seller shall retain the Earnest Money Deposit.

11. Closing.

11.1 Time and Place of Closing. The Closing shall occur in Escrow offered by the Title Company no later than the Closing Date, or at such other time and place as the Parties may mutually agree upon in writing, provided that this Agreement is not terminated as provided herein. A Party need not be present at Closing if that Party has delivered all the items it is required to deliver at Closing to Escrow by the Closing Date with escrow instructions consistent with this Agreement.

11.2 Actions at Closing. At the Closing, the following events shall occur, each being declared to have occurred simultaneously with the other. The Parties shall deliver all documents to be recorded and funds to be delivered to the Title Company in escrow, to hold, deliver, record and disburse in accordance with any supplemental escrow instructions, the form and content of which the Parties shall agree to prior to Closing.

(a) Seller's Deliverables. At Closing, Seller shall deliver possession of the Property. Seller shall also deliver to Buyer:

i. the Deed, in a form substantially similar to the one attached as Exhibit "C", conveying all right, title, and interest in and to the Property and Improvements;

ii. an affidavit in form and content satisfactory to Buyer and Title Company stating that neither Seller nor, if Seller is a disregarded entity for federal income tax purposes, the owner(s) of Seller is a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code;

iii. two (2) executed copies of such Seller's statement of settlement setting forth all (1) prorations and credits, if any, provided for in this Agreement, (2) disbursements of the Purchase Price, and (3) expenses of the Closing; and

iv. any other funds, instruments or documents (including any assigned Contracts) as may be reasonably requested by Buyer or the escrow agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Seller's prior approval, which approval may not be unreasonably withheld or delayed).

(b) Buyer's Deliverables. Buyer shall deliver:

i. the Purchase Price, including the release of the Earnest Money Deposit;

ii. any other funds, instruments or documents as may be reasonably requested by Seller or the Title Company or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Buyer's prior approval, which approval may not be unreasonably withheld or delayed).

11.3 Payment of Costs. Buyer and Seller shall each pay one-half of all Closing costs and escrow charges of the Title Company. Seller shall pay the premium for standard owner's title policy. Buyer shall pay for any additional premium required for an extended owner's policy of title insurance and the cost of any endorsements requested by Buyer. Seller shall pay for any county and city taxes related to the transaction.

12. Default and Remedies.

12.1 Seller's Default. If Seller defaults in the performance of any of its covenants under this Agreement and fails to cure such default within five (5) days after notice thereof from Buyer to Seller, then Buyer may elect to: (a) terminate this Agreement, in which case any Earnest Money Deposit shall be paid to Buyer, or (b) obtain specific performance of Seller's obligations under this Agreement plus recovery of all Buyer's costs and expenses in connection with such default.

12.2 Buyer's Default. If Buyer fails or refuses to perform its obligations under this Agreement, and such failure or refusal is not cured within five (5) business days after Buyer's receipt of written notice of such failure from Seller, Seller may seek the remedy proscribed in Section 12.4 below.

12.3 Escrow Cancellation Charges. If the escrow established in connection with this Agreement fails to close because of Seller's default, Seller will be liable for any cancellation charges by the Title Company. If the escrow fails to close because of Buyer's default, Buyer will be liable for any cancellation charges by the Title Company. If the escrow fails to close for any other reason, Buyer and Seller must split any cancellation charges equally, except that Buyer must bear the entire cost of the Title Commitment and any amendments thereto. Buyer and Seller will mutually execute cancellation and Earnest Money Deposit disbursement instructions to escrow.

12.4 Liquidated Damages. BUYER AND SELLER HEREBY AGREE THAT IT WOULD BE DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES RESULTING FROM A MATERIAL BREACH OF THIS AGREEMENT BY BUYER. THEREFORE, BUYER AND SELLER AGREE THAT IN THE EVENT OF A MATERIAL BREACH BY BUYER, SELLER'S SOLE AND EXCLUSIVE REMEDY SHALL BE RETENTION OF THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES. BUYER AND SELLER AGREE THAT THIS LIQUIDATED DAMAGES PROVISION REPRESENTS REASONABLE COMPENSATION FOR THE LOSS INCURRED BY BUYER'S MATERIAL BREACH HEREUNDER.

13. Real Property Taxes. Real property taxes and assessments shall be prorated as of Closing. Seller shall be responsible for any and all deferred or abated taxes and related interest and charges, any past due taxes and assessments through Closing and shall cause such to be paid and removed at or before Closing. The current year's taxes shall be prorated between the Parties as of Closing.

14. Seller's Indemnity. To the fullest extent permitted by law, Seller shall indemnify, hold harmless and defend Buyer, its employees, officers, representatives and/or agents (collectively, the "Buyer Indemnified Parties") against any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought, made against or incurred by Buyer Indemnified Parties, relating to (1) the environmental condition of

the Property; (2) otherwise arising from any incident occurring on the Property prior to the Closing Date; (3) a breach of any representations or warranties of Seller with regard to the Property or otherwise as set forth herein; or (4) any violation of applicable laws and regulations.

15. Miscellaneous

15.1 Entire Agreement. This Agreement contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements, whether written or oral, between the Parties respecting such matters. This Agreement may be amended or modified only by mutual written agreement.

15.2 Survival. All warranties, representations, covenants and agreements contained in this Agreement and all documents delivered in connection with this Agreement, in each case, that by their nature are intended to survive shall survive the Closing of the transaction contemplated hereby or, if applicable, the termination of this Agreement.

15.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, administrators, and assigns; provided, however, that notwithstanding the foregoing, neither Party's interest under this Agreement may be assigned, encumbered, or otherwise transferred, whether voluntarily, involuntarily, by operation of law or otherwise.

15.4 Notices. It is understood and agreed that notices regarding this Agreement shall be sent to either Party by electronic mail. The receiving Party shall confirm read/receipt of said notice delivered by issuing an electronic mail message and not an automatic reply.

To Seller:  
Utah Transit Authority  
Attention: Property Management  
669 W. 200 S.  
Salt Lake City, UT 84101

To Buyer:  
PacifiCorp  
Real Estate Transactions  
1407 W. North Temple, Ste. 110  
Salt Lake City, UT 84116

With a copy to:  
PacifiCorp  
Legal Department  
1407 W. North Temple, Ste 320  
Salt Lake City, UT 84116

15.5 Time of Essence. Time is of the essence in the performance of each and every term, condition and covenant of this Agreement.

15.6 Counterparts; Electronic Signatures and Delivery. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if the Parties to this Agreement had executed the same counterpart. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original

signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

15.7 Paragraph Headings. The paragraph headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement.

15.8 Waiver. Except as herein expressly provided, no waiver by a Party of any breach of this Agreement or any warranty or representation under this Agreement by the other Party shall be deemed to be a waiver of any other breach of any kind or nature (whether preceding or succeeding and whether or not of the same or similar nature) and no acceptance of payment or performance by a Party after any such breach by another Party shall be deemed to be a waiver of any further breach of this Agreement or of any representation or warranty by such other Party whether or not the first Party knows of such a breach at the time it accepts such payment or performance. No failure on the part of a Party to exercise any right it may have by the terms of this Agreement or by law upon the default of another Party, and no delay in the exercise of any such right by the first Party at any time when such other Party may be in default, shall operate as a waiver of any default, or as a modification in any respect of the provision of this Agreement.

15.9 Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

15.10 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Utah.

15.11 No Presumption Against Drafting Party. The Parties agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any applicable law or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

15.12 No Recording. This Agreement shall not be recorded in the real property records.

15.13 Further Instruments. Each Party shall from time to time execute and deliver such further documents or instruments as the other Party, its counsel or the Title Company may reasonably request to effectuate the intent of this Agreement, including without limitation documents necessary for compliance with the laws, ordinances, rules and regulations of any applicable governmental authorities.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date and year last below written.

**SELLER**

Utah Transit Authority

**BUYER**

PACIFICORP, an Oregon corporation

Signed: \_\_\_\_\_  
Name: Spencer Burgoyne  
Title: Manager Property Administration  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Name: Dave Hancock  
Title: Chief Capital Services Officer  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Name: Jay Fox  
Title: Executive Director  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

DocuSigned by:  
  
56A03BC7C491482...

Tim Merrill  
Assistant Attorney General  
Counsel To UTA

**EXHIBIT A**  
Legal description of Property

**Parcel 1**

Beginning at point on the North Right-of-Way line of 10200 South Street, said point lies North 89°55'04" West 259.586 feet along the Section Line and North 33.000 feet from the Southeast Corner of Section 11, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said 10200 South Street North 89°55'04" West 60.000 feet to a point on a 203.500 foot radius non tangent curve to the right, (radius bears North 37°56'06" East, Chord: North 26°01'57" West 178.624 feet); thence along the arc of said curve 184.921 feet through a central angle of 52°03'54"; thence North 283.266 feet to a point on a 296.500 foot radius tangent curve to the left, (radius bears West, Chord: North 04°58'59" West 51.510 feet); thence along the arc of said curve 51.575 feet through a central angle of 09°57'59"; thence North 09°57'59" West 25.405 feet; thence South 89°55'12" East 68.871 feet; thence South 359.507 feet; thence South 26°01'13" East 178.702 feet to the point of beginning.

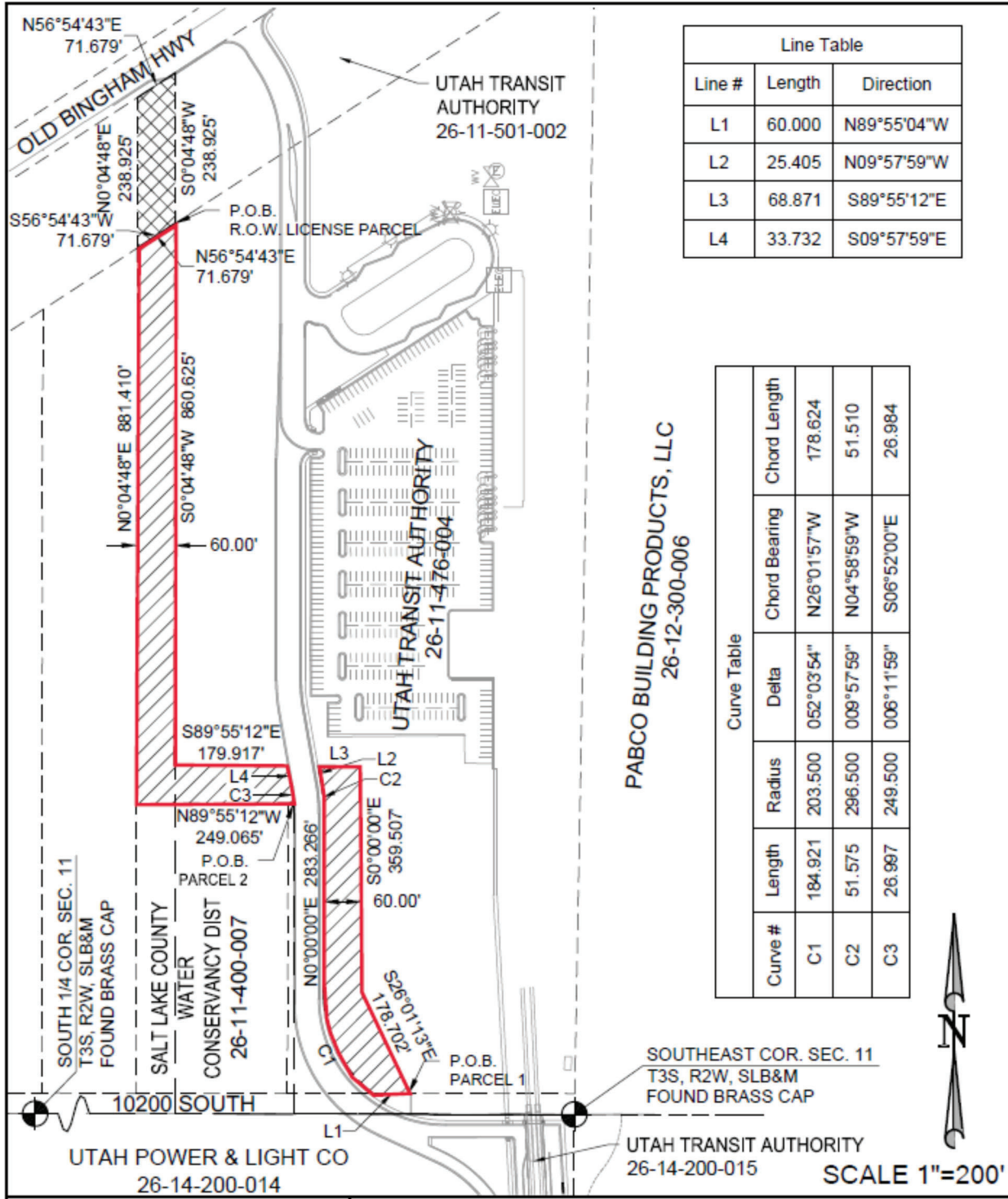
**Property contains 0.779 acres, 33,930 square feet.**

**Parcel 2**

Beginning at a point on an extension of a Southerly Line of Utah Transit Authority Parcel No. 26-11-476-004, said point lies North 89°55'04" West 445.520 feet along the Section Line and North 492.970 feet from the Southeast Corner of Section 11, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Utah Transit Authority Parcel No. 26-11-476-004 the following (2) courses: 1) North 89°55'12" West 249.065 feet; 2) North 00°04'48" East 881.410 feet to the Southerly Line of Utah Transit Authority Parcel No. 26-11-501-002; thence along said Utah Transit Authority Parcel No. 26-11-501-002 North 56°54'43" East 71.679 feet; thence South 00°04'48" West 860.625 feet; thence South 89°55'12" East 179.917 feet; thence South 09°57'59" East 33.732 feet to a point on a 249.500 foot radius tangent curve to the right, (radius bears South 80°02'01" West, Chord: South 06°52'00" East 26.984 feet); thence along the arc of said curve 26.997 feet through a central angle of 06°11'59" to the point of beginning.

**Property contains 1.496 acres, 65,166 square feet.**

## EXHIBIT B Depiction of the Property



**EXHIBIT C**  
Form of Deed

When Recorded, Return to:  
Rocky Mountain Power  
Attn: Lisa Louder/ Mailia Lauto'o  
1407 West North Temple, Suite 110  
Salt Lake City, Utah 84116  
Tax ID No. 26-11-476-004

TAX NOTICES:  
PacifiCorp Property Tax Dept.  
825 NE Multnomah St. Ste. 1900  
Portland, OR 97232

**GENERAL WARRANTY DEED**

In consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, **Utah Transit Authority**, a large public transit district organized and existing pursuant to Utah law ("Grantor"), whose address is 669 West 200 South Salt Lake City, Utah 84101, hereby grants, transfers, conveys and warrants to **PacifiCorp, an Oregon corporation**, ("Grantee"), whose address is 1407 West North Temple, Salt Lake City, Utah 84116, all rights, title and interests in and to the real property located in Salt Lake County, Utah, more fully described as follows:

**See Exhibit A attached hereto and incorporated herein by this reference;**

TOGETHER WITH: all easements, rights, privileges, franchises, appurtenances thereunto belonging or in any way appertaining to the real property, all right, title and interest of Seller in and to any land lying in the bed of any body of water or watercourse, street, road, or path and all strips and gores relating to or adjoining such land, together with all water rights, water shares, water certificates, wells and well permits applicable or related thereto, all subsurface rights owned by Grantor including, without limitation, all mineral, gas, oil, and geothermal rights, and together with any and all buildings and other fixtures and appurtenances thereto and improvements thereon.

SUBJECT ONLY TO Easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes for the year 2024 and thereafter.

[SIGNATURE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has executed this General Warranty Deed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR:

Utah Transit Authority

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**REPRESENTATIVE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

} ss.

) ss.

COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that she/he is the \_\_\_\_\_ of \_\_\_\_\_, and that the foregoing instrument was signed on behalf of said company, and the said \_\_\_\_\_ acknowledged to me that said company executed the same.

\_\_\_\_\_  
**Notary Public**

**My commission expires:**

**Residing at** \_\_\_\_\_

\_\_\_\_\_

## Exhibit A to Deed

### Property Description

#### Parcel 1

Beginning at point on the North Right-of-Way line of 10200 South Street, said point lies North 89°55'04" West 259.586 feet along the Section Line and North 33.000 feet from the Southeast Corner of Section 11, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said 10200 South Street North 89°55'04" West 60.000 feet to a point on a 203.500 foot radius non tangent curve to the right, (radius bears North 37°56'06" East, Chord: North 26°01'57" West 178.624 feet); thence along the arc of said curve 184.921 feet through a central angle of 52°03'54"; thence North 283.266 feet to a point on a 296.500 foot radius tangent curve to the left, (radius bears West, Chord: North 04°58'59" West 51.510 feet); thence along the arc of said curve 51.575 feet through a central angle of 09°57'59"; thence North 09°57'59" West 25.405 feet; thence South 89°55'12" East 68.871 feet; thence South 359.507 feet; thence South 26°01'13" East 178.702 feet to the point of beginning.

**Property contains 0.779 acres, 33,930 square feet.**

#### Parcel 2

Beginning at a point on an extension of a Southerly Line of Utah Transit Authority Parcel No. 26-11-476-004, said point lies North 89°55'04" West 445.520 feet along the Section Line and North 492.970 feet from the Southeast Corner of Section 11, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Utah Transit Authority Parcel No. 26-11-476-004 the following (2) courses: 1) North 89°55'12" West 249.065 feet; 2) North 00°04'48" East 881.410 feet to the Southerly Line of Utah Transit Authority Parcel No. 26-11-501-002; thence along said Utah Transit Authority Parcel No. 26-11-501-002 North 56°54'43" East 71.679 feet; thence South 00°04'48" West 860.625 feet; thence South 89°55'12" East 179.917 feet; thence South 09°57'59" East 33.732 feet to a point on a 249.500 foot radius tangent curve to the right, (radius bears South 80°02'01" West, Chord: South 06°52'00" East 26.984 feet); thence along the arc of said curve 26.997 feet through a central angle of 06°11'59" to the point of beginning.

**Property contains 1.496 acres, 65,166 square feet.**