


PURCHASE CONTRACT

Project No.: MSP140 Parcel No(s): BOX-1001
Job/Proj/Auth. No.:
Project Location: Weber-Box Elder Counties Pin No.: 880051
County of Property: Box Elder
Tax Id./Sidwell No.: 01-047-0052
Property Address: Approx. 850 West 8850 South, Willard, UT 84340
Seller(s): Woodland Zito, LLC
Seller's Address: 8920 South Highway 89, Willard, Utah 84340

IN CONSIDERATION of the mutual promises herein Woodland Zito, LLC ("Seller") agrees to sell to the Utah Transit Authority (UTA) the Sale Property described below for preservation of a utility corridor. UTA and Sellers agree as follows:

1. **SALE PROPERTY.** The Sale Property referred to in this Contract is an acquisition of Box Elder County Tax ID number 01-047-0052 identified on project maps and deeds as parcel BOX-1001, more particularly described in Exhibit A, which is attached hereto and incorporated herein, together with all structures and appurtenances.
 - 1.1. This is a voluntary sale to UTA and is not subject to condemnation. As this is a voluntary sale, the Seller waives any "right of first refusal" on any surplus property not used for the proposed utility corridor.
2. **PURCHASE PRICE.** The Purchase Price for the Sale Property is **\$489,300.00**.
3. **SETTLEMENT AND CLOSING.**
 - 3.1. **Settlement.** "Settlement" shall mean that Seller and UTA have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Seller or UTA under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.
 - 3.2. **Closing.** "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Seller for the sale of the Sale Property have been paid to Seller, and (c) the applicable Closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.
 - 3.3. **Possession.** Upon signing of this Contract by Seller and UTA, Seller grants UTA, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Sale Property. Any contracted rental of the Sale Property prior to or after Closing, between Seller and UTA shall be by separate written agreement. Seller agrees to deliver the Sale Property free of any debris and personal belongings, except as outlined under separate agreement. The provisions of this Section 3.3 shall survive Closing.
 - 3.4. **Scrivener's Errors.** Parties agree that it is their intent that the Sale Property boundaries and easement boundaries close. In the event of any scrivener's errors in the deeds or survey, the parties shall cooperate in promptly executing a corrected instrument.
4. **PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.**
 - 4.1. **Prorations.** All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement. Greenbelt rollback taxes owing on Sale Property, if any, shall be the responsibility of Seller.
 - 4.2. **Fees/Costs.**
 - 4.2.1. **Escrow Fees.** UTA agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

Initial

Seller's Initials

4.2.2. Title Insurance. If UTA elects to purchase title insurance, UTA will pay the cost thereof.

5. **TITLE TO SALE PROPERTY.** Seller represents and warrants that Seller has fee title to the Sale Property. Seller shall indemnify and hold UTA harmless from all claims, demands and actions from lien holders, lessees, or other third parties claiming an interest in the Sale Property or the Purchase Price paid hereunder. Seller will convey marketable title to the Sale Property to UTA at Closing by warranty deed. The provisions of this Section 5 shall survive Closing.
6. **SELLER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS.** Seller represents and warrants that there are no claims and/or conditions known to Seller relating to environmental hazards, contamination or related problems affecting the Sale Property. Seller agrees to transfer the Sale Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.
7. **CONDITION OF SALE PROPERTY AND CHANGES DURING TRANSACTION.** Seller agrees to deliver the Sale Property to UTA in substantially the same general condition as it was on the date that Seller signed this Contract.
8. **AUTHORITY OF SIGNERS.** If Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind Seller.
9. **COMPLETE CONTRACT.** This Contract, together with any attached addenda and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties. This Contract may be executed in counterparts.
10. **ELECTRONIC TRANSMISSION AND COUNTERPARTS.** This Contract may be executed in counterparts. Signatures on any of the documents, executed physically, shall be deemed original signatures and shall have the same legal effect as original signatures.
11. **ADDITIONAL TERMS:** UTA agrees to purchase only the property in tax id # 01-047-0052 which is located on the eastern side of the existing Union Pacific rail corridor and contains 130,462 sq. ft.

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Seller's Initials

SELLER:

Signed by:

Linda, Zito, Trustee

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Woodland Zito, LLC
Limited Liability Company

By: Linda, Zito, Trustee
Managing Partner

10/1/2025 | 9:12 AM MDT

Date

UTAH TRANSIT AUTHORITY

By: Spencer Burgoyne
Manager of Property Administration

Date

By: Janelle Robertson
Project Manager

Date

By: Jared Scarbrough
Chief Capital Services Officer

Date

APPROVED AS TO FORM:

Signed by:

Tim Merrill

56A03BC7C491482

Tim Merrill
Assistant Attorney General

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Seller's Initials

Exhibit A

Warranty Deed depicting Subject Property to be
Purchased for Parcel Box-1001

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Seller's Initials

WHEN RECORDED, MAIL TO:
Utah Transit Authority
C/O Property Management
669 West 200 South
Salt Lake City, Utah 84101

Warranty Deed

(Limited Liability Company)

Box Elder County	Tax ID No.	01-047-0052
	UTA Project No.	MSP-140
	UDOT PIN No.	880051
	Parcel No.	BOX-1001

WOODLAND ZITO, L.L.C., a Utah Limited Liability Company Grantor(s), hereby CONVEYS AND WARRANTS to the Utah Transit Authority, a large public transit district organized and existing pursuant to Utah law, Grantee, at 669 West 200 South, Salt Lake City, Utah 84101, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Box Elder County, State of Utah, to-wit:

A parcel of land in fee for corridor preservation known as Project No. MSP-140, being part of an entire tract of property situate, in the NE1/4 NW1/4 of Section 14, T.7N., R.2W., S.L.B. & M. The boundary of said parcel of land is described as follows:

Beginning at a northwest corner of said entire tract in the existing easterly right of way line of the Union Pacific Railroad, said corner 1978.59 feet South 89°12'28" East along the section line and 148.51 feet South from the Northwest Corner of said Section 14; and running thence; South 89°12'28" East 291.47 feet to a point on the existing westerly right of way line of southbound US-89 and the beginning of a 2,914.93 foot radius non-tangent curve to the left (Note: center bears S.88°56'26"E.); thence southeasterly along the arc of said curve and said westerly right of way line 661.54 feet through a delta of 13°00'11" (Note: chord to said curve bears S.05°26'31"E. for a distance of 660.12 feet) to a point on the southerly boundary line of said entire tract, said point identified as Engineer Station 236+00.7 per UDOT project number SP-1344:U.I.C.R.R; thence South 64°08'35" West 95.00 feet along said southerly boundary line to said existing easterly right of way line; thence along said existing easterly right of way line of the Union Pacific Railroad the following four (4) courses and distances; (1) North 26°08'59" West 291.98 feet to the beginning of a 5,679.65 foot radius curve to the right; (2) thence northwesterly along the arc of said curve 162.23 feet through a delta of 01°38'12" (Note: chord to said curve bears N.25°19'53"W. for a distance of 162.23 feet); (3) South 89°12'30" East 55.36 feet to the beginning of a 5,629.65 foot radius curve to the right; (4) thence northwesterly along the arc of said curve 320.43 feet through a delta of 03°15'40" (Note: chord to said curve bears N.23°07'25"W. for a distance of 320.38 feet) to the point of beginning as shown on the official map of said project on file in the office of the Utah Transit Authority.

The above described parcel of land contains 130,462 square feet in area or 2.995 acres.

