

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY AUTHORIZING THE PURCHASE OF REAL PROPERTY IN  
WEBER COUNTY, UTAH FROM TINSLEE MEADOWS, LLC  
(Parcel 130; Project MSP-140)**

R2023-03-03

March 22, 2023

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 – Local Districts Act and the Utah Public Transit District Act; and

WHEREAS, the Authority is in the process of acquiring and preserving corridor for future public transportation purposes and expansion in Weber County, Utah (the “Project”); and

WHEREAS, as part of Project, the Authority will require preservation of a future corridor to service the Business Depot Ogden (“Preservation”); and

WHEREAS, the Authority has identified a parcel of real property totaling 23.7 acres (“Property”) located in the area designated for Preservation;

WHEREAS, the Property is owned by Tinslee Meadows, LLC (“Seller”), with whom the Authority has negotiated for the sale of Property; and

WHEREAS, the Authority has obtained a certified appraisal identifying the value of the Property to be \$1,656,200.00 (“Purchase Price”); 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 this acquisition to be in the public’s interest, and the Purchase Price to be prudent and reasonable.

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

1. That the Board hereby approves the purchase of the Tinslee Meadows, LLC Property as described in Exhibit A in the amount of \$1,656,200.00.
2. That the Executive Director and his designee(s) are authorized to execute the contract in materially the same form as attached to

Exhibit A 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.

- 3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and legal counsel with regard to the purchase of the Property.
- 4. That the corporate seal be attached hereto.

Approved and adopted this 22nd day of March 2023.

DocuSigned by:

*Carlton Christensen*

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Carlton Christensen, Chair  
Board of Trustees

ATTEST:

DocuSigned by:

*[Signature]*

8D8A6B87F3AA458

Secretary of the Authority



(Corporate Seal)

Approved as to form:

DocuSigned by:

*Tim Merrill*

66A03BC7C401482

UTA Legal Counsel

Exhibit A  
(Real Estate Purchase Contract)

**REAL ESTATE PURCHASE CONTRACT**

Project No.: MSP-140	Parcel No(s): 130
Job/Proj/Auth. No.:	Pin No.: 880051
Project Location: Weber-Box Elder Counties	
County of Property: Weber County Tax Id./Sidwell No.: 11-025-0003 & -0016	
Property Address: ±400 West North Street, Harrisville, Utah 84404	
Seller(s): TINSLEE MEADOWS, LLC	
Seller's Address: 118 E. Lomond View Drive, st North Ogden, UT 84414	

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

1. **SALE PROPERTY.** The Sale Property referred to in this Contract is Weber County Tax ID number 11-025-0003 & -0016, identified as UTA project parcel 130, 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" to repurchase any surplus property not used for the proposed utility corridor.
2. **PURCHASE PRICE.** The Purchase Price for the Sale Property and Perpetual Easement is **\$1,656,200.**
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 Property to UTA 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.**

**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.

  - 4.1. **Fees/Costs.**
    - 4.1.1. **Escrow Fees.** UTA agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.
    - 4.1.2. **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.

SELLER:

TINSLEY MEADOWS, LLC



By: RICK SCADDEN

Its: MEMBER

12/20/2022  
Date

CLOSE BY 2/28/2022

UTAH TRANSIT AUTHORITY:

\_\_\_\_\_  
By: Spencer Burgoyne  
Manager of Property Administration

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Hal Johnson  
Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Mary Deloretto  
Acting Chief of Service Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Jay Fox  
Executive Director

\_\_\_\_\_

APPROVED AS TO FORM:

DocuSigned by:  
  
82323E2963D6460...  
\_\_\_\_\_  
Tim Merrill  
Assistant Attorney General

**EXHIBIT "A"**

**Legal Descriptions for Tax ID # 11-025-0003 & 11-025-0016 to be provided by surveyor. The area contains approximately  $\pm 1,030,630$  square feet, or 23.66 acre.**

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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)

Weber County

Tax ID No. 11-025-0003  
11-025-0016

UTA Project No: MSP-140  
UDOT Project No: UTA WB Corridor  
Preservation

UDOT PIN No: 880050  
Parcel No: 130:T

Tinslee Meadows LLC, a Limited Liability Company of the State of Utah, 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 parcels of land in Weber County, State of Utah, to-wit:

Two (2) parcels of land in fee for corridor preservation project known as Project No. MSP-140, being all of an entire tract of property, in SE1/4 Section 7, T.6N., R.1W., S.L.B. & M. The boundaries of said parcels of land are described as follows:

Parcel 1: (11-025-0003)

Part of the Southeast Quarter of Section 7, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, described as follows: Beginning at a point that is North 00°59'12" East along the Section line 1275.04 feet and North 88°30'47" West 335.69 feet from the Southeast corner of said Section; thence North 88°30'48" West 721.54 feet to the Easterly right-of-way line of the Oregon and Short Line Railroad; thence North 03°30'59" West along said line 1362.16 feet; thence South 88°30'48" East 432.21 feet; thence North 01°29'12" East 0.71 feet; thence South 89°39'02" East 83.15 feet; thence South 01°29'10" West 417.51 feet; thence South 88°30'48" East 320.23 feet to an existing fence; thence South 01°11'49" West along said fence 941.83 feet to the point of beginning.

Parcel 1A:

A part of the Southeast Quarter of Section 7, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on that certain fence line as defined in Quiet Title decree recorded in book 615 page 405, being 165.85 feet, more or less, West from the Northeast corner of said Quarter Section and South 00°06' West 1368.10 feet, more or less, along said fence to a fence corner being described as lying North 00°39'26" East 1280.9 feet and West 152.5 5 feet from the Southeast corner of said Quarter Section as defined in said Quiet Title decree; :running thence North 89°30' West 72.16 feet to the grantors West line; thence North 00°30' East 60.00 feet along said West line; thence South 89°30' East 71.74 feet to the grantors East line; thence South 00°06' West 60.00 feet along said East line to the point of beginning.

Parcel 1B:

A part of the Southeast Quarter of Section 7, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point which is the grantors Southeast corner, said point being North 00°39'26" East (North 00°59'12" East) 1275.04 feet and North 88°50'33" West (North 88°30'47" West) 224.14 feet from the Southeast corner of said Section 7; running thence North 88°50'33" West 112.74 feet to the grantors Southwest corner; thence North 00°54'22" East 60.00 feet along the grantors West line; thence South 88°50'33" East 112.31 feet to the grantors East line; thence along said East line South 00°30' West 60.00 feet to the point of beginning.

Parcel 2: 11-025-0016)

Part of the Southeast quarter of section 7, Township 6 North, Range 1 West, Salt Lake Base and Meridian; Beginning at a point which bears North 00°39'26" East 1280.9 feet and West 151.99 feet (152.55 feet), said point bears North 89°39'28" West 165.31 feet (West 165.85 feet) and South 0°05'55" West 1366.37 feet (South 0°06' West 1368.10 feet), from the Northeast corner of said Southeast quarter of said section, North 89°30'00" West 72.16 feet, North 0°30'00" East 941.82 feet and North 89°30'00" West 168.24 feet from the Southeast corner of said Section 7, and running thence North 00°30'00" East 422.59 feet to an old fence, thence North 89°58'48" West (North 89°39'02" West) 253.27 feet more or less along said old existing fence line to the Northeast corner of the Frisby Property as marked on the ground by survey as per the order, Judgment and Decree document filed in the Weber County Recorders office as Book 2114 at Page 535, Civil No. 940900205, thence South 01°09'11" West 418.71 feet (South 01°29'10" West 417.51 feet) more or less, along said Frisby Property as monumented by a 4-Wire fence and as surveyed in the ground, thence South 88°48'15" East (South 88°30'47" East) 258.05 feet along said fence and the Frisby Property marked by reeve and reeve surveyed property corners, more or less to a point which bears South 0°30'00" West of the point of beginning, thence South 89°48'15" East (South 88°30'47" East) 62.18 feet along said monumented property boundary to a Northeast fence corner of said Frisby Property and a per said Decree, thence North 05°54'22" East 2.11 feet more or less, to the South line of property described in Book 1710 at Page 1153 of the Weber County Records, thence North 89°30'00" West 62.20 feet, more or less, to the point of beginning.

Parcel 2A:

Together with a 10 foot wide right-of-way, reserved to the Grantors per Book 1710, Page 1153 of the Weber County Records as follows: Reserving therefrom a Right-of-Way for ingress and egress over the following: Beginning at the Southeast corner of said property (Book 1710 Page 1153); thence North 0°30'00" East 941.82 feet; thence North 89°30' West 168.24 feet, thence North 0°30'00" East 10 feet; thence South 89°30'00" East 178.24 feet; thence South 0°30' West 951.82 feet; thence North 89°30' West 10 feet to the point of beginning.

Subject to City and/or County taxes and assessments, not delinquent; Easements, Rights-of-Way, Covenants, Conditions and Restrictions now of record.

STATE OF \_\_\_\_\_ )  
 ) ss.  
 )  
COUNTY OF \_\_\_\_\_ )

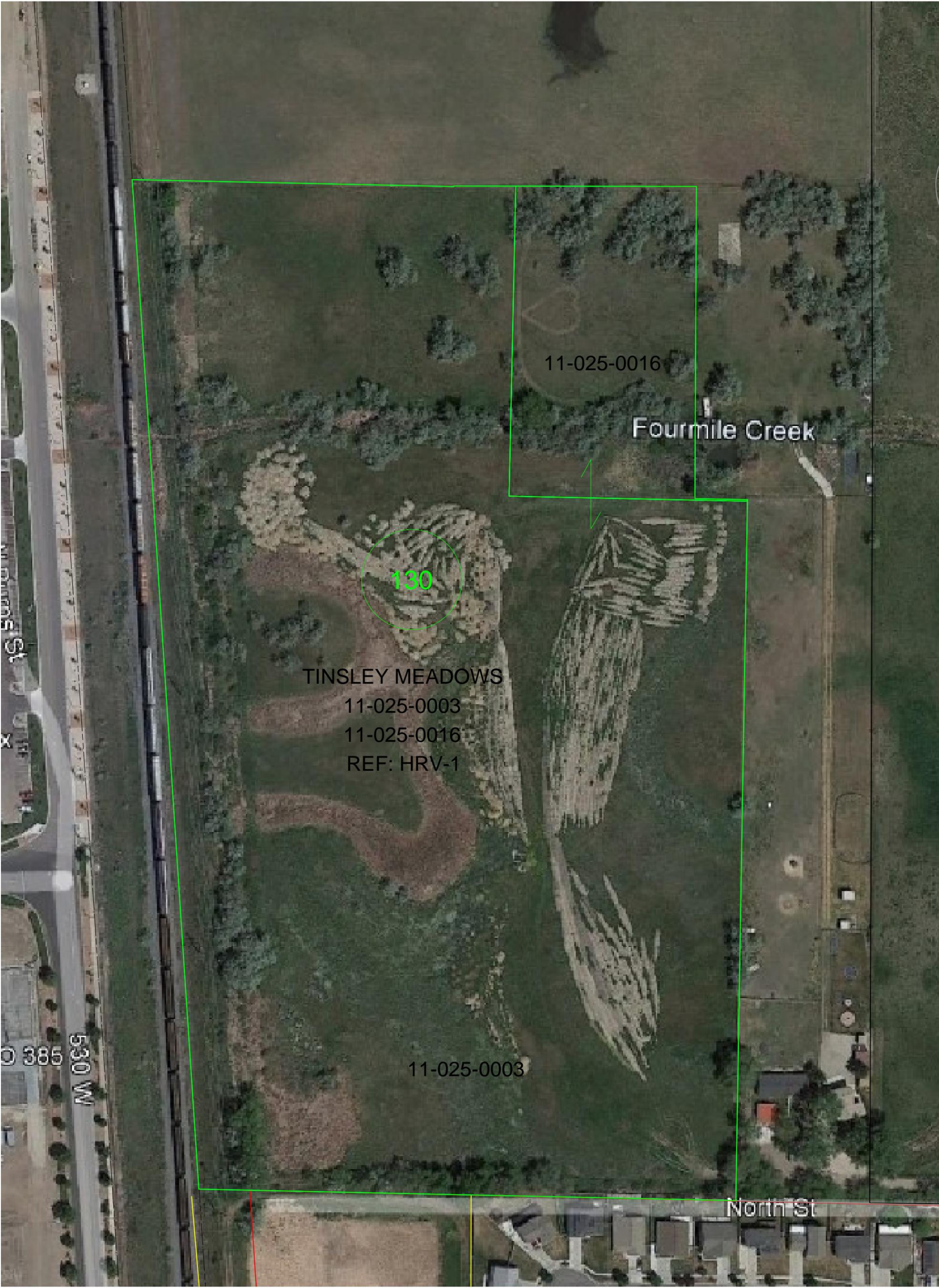
Tinslee Meadows LLC  
Limited Liability Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of Tinslee Meadows LLC, a Limited Liability Company of the State of Utah and that said document was signed by him/her on behalf of said Tinslee Meadows LLC by Authority of its \_\_\_\_\_.

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



11-025-0016

Fourmile Creek

130

TINSLEY MEADOWS  
11-025-0003  
11-025-0016  
REF: HRV-1

11-025-0003

North St

530 W

385



**Delineation Detail**  
Tinslee Meadows Parcel

**Project Dimensions:**  
Note: dimensions include entire project area  
Project Area = 23.597 ac  
Wetlands = 4.538 ac  
Channel = 720 l.f.

**Legend**

- Project Area
- Culverts
- Sample Points (SP)
- Fourmile Creek Channel
- Fill Material
- Palustrine Emergent Wetland
- Palustrine Scrub Shrub Wetland
- Soils
- Contours (1m height interval)

**Projection:**  
NAD 83 UTM Zone 12N

**Source:**  
UGRC Basemap Hybrid  
8/13/2021 Google Imagery

Survey Performed by  
Todd Sherman

Wetland Resources, Inc.

Created: 11/9/2022  
Author: CMM

