

RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY AUTHORIZING THE PURCHASE OF REAL PROPERTY CONSISTING OF 2.7 MILES OF THE UTAH-IDAHO CENTRAL RAILROAD CORRIDOR (UICRR) FROM THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT) FOR FUTURE TRANSIT PURPOSES IN BOX ELDER COUNTY

R2021-07-02

July 14, 2021

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 preserving corridor in Box Elder County for future rail projects; and

WHEREAS, the Utah Department of Transportation ("UDOT") has surplused 2.7 miles of real property known as the Utah-Idaho Central Railroad Corridor (UICRR) in Box Elder County (the "Property"); and

WHEREAS, the Property is located adjacent to Union Pacific track and is the preferred alignment for a FrontRunner North Extension in the future; and

WHEREAS, the Authority finds that acquiring the Property at this time, before development occurs on the surrounding land, will result in significant cost savings and reduce future impact to neighboring development; and

WHEREAS, the Authority has negotiated with UDOT to acquire the Property for an appraised value and purchase price of \$2,755,000.00; and

WHEREAS, the Authority finds that the acquisition of Property is reasonable, prudent, and in the public interest; and


WHEREAS, Board Policy 5.2(III)(A)(2) requires that real property acquisitions of over one million dollars be approved by the Board of Trustees by resolution.

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

1. That the Board hereby approves the purchase of the Property in the amount of \$2,755,000.00 pursuant to the Purchase Agreement attached hereto as Exhibit "A."

2. That the Executive Director and her designee(s) are authorized to execute the attached contract 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 14th day of July, 2021.

DocuSigned by:

9E729E1F2C184AC

Carlton Christensen, Chair
Board of Trustees

ATTEST:

DocuSigned by:


8D8A6B67F3AA459

Secretary of the Authority



(Corporate Seal)

Approved As To Form:

DocuSigned by:

5E3257B1CF024B9...

Legal Counsel

EXHIBIT "A"

Purchase Agreement

**Purchase Contract
for the
Utah Department of Transportation**

This is a legally binding contract. If you desire legal or tax advice, consult your attorney or tax advisor.

The Buyer Utah Transit Authority offers to purchase the Property described below from the Utah Department of Transportation. Buyer commits to deliver Earnest Money in the amount of \$275,500.00, which upon acceptance of this offer by all parties shall be deposited within 3 business days. The Earnest Money will be held by UDOT

PROPERTY ADDRESS: See Exhibit 'A'

1 Also described as UDOT Parcel (s) # 3:Q See Exhibit 'A'

2. **WATER RIGHTS.** No Water Rights / Shares are included in this sale.

3. **PURCHASE PRICE.** The purchase price for the Property is: \$ 2,755,000.00

4. **APPRAISAL.** This offer is X is not contingent upon the Buyer obtaining an appraisal on the Property.

5. **FINANCING.** This offer is X is not contingent upon the Buyer securing a loan on the property.

6. **ADDITIONAL TERMS.** There are X are not addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: Addendum No.

7. **CLOSING.** This transaction shall be closed on or before August 1, 2021. UDOT will approve the designated Title Company. UDOT does not pay any of the fees associated with closing. Possession shall be at time of recording and Buyer's portion of the property taxes shall be prorated as of closing. If applicable, Buyer agrees to take the Property subject to existing leases. Title Company to be used by buyer, .

8. **SURVEY.** UDOT will not accept a revised legal description. If the buyer chooses to contract with an outside company for a survey it will be the responsibility of the surveyor to work with the county to change the legal description after closing.

9. **SELLER DISCLOSURES, WARRANTIES AND REPRESENTATIONS.** Buyer understands that Seller acquired the Property for road purposes and makes no representation concerning the condition of the Property. Buyer agrees to accept the Property in "as is" condition, including any hidden defects or environmental conditions affecting the Property, whether known or unknown, whether such defects were discoverable through an inspection or not. Buyer acknowledges that Seller, its agents and representatives negates and disclaims any representation, warranties, promises, covenants, agreements or guarantees, implied or express, in respect to the following:

9.1 The conformity of the property to any zoning, land use or building code requirements or compliance with any laws, rules or ordinances of state and local government; and

 Seller's Initials

 Buyer's Initials

9.2 The closing of this sale shall constitute acknowledgement by the Buyer that they had the opportunity to retain an independent, qualified professional to inspect the Property and that condition of the Property is acceptable to the Buyer.

9.3 Buyer agrees that the Seller shall have no liability for any claims or losses the Buyer or assigns may incur as a result of defects that may now or hereafter exist on the property.

10. CONDITION OF PROPERTY. Buyer hereby accepts the Property in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, state, and federal laws, ordinances and regulations governing and regulating the use of the Property. Buyer acknowledges that neither the Department nor any agent of the Department has made any representation or warranty with respect to the condition of the Property or the suitability thereof for the conduct of Buyer, nor has UDOT agreed to undertake any modification, alteration or improvement to the Property. Buyer agrees to accept the Property in its presently existing conditions "as is," and that the Department shall not be obligated to make any improvements or modifications thereto. Buyer represents and acknowledges that it has made a sufficient investigation of the conditions of the Property existing immediately prior to the execution of the purchase agreement and is satisfied that the Property are fully fit physically and lawfully for Buyer's desired use.

11. ANTIQUITIES. It is understood and agreed that all treasure trove and all articles of antiquity in or upon the subject lands are and shall remain the property of the State of Utah. The Buyer shall report any discovery of a "site" or "specimen" to the Division of State History in compliance with the provisions of Sections 9-8-304, 305, 306 and 307, Utah Code Annotated (1953), as amended and take such action as may be required for the protection of said "site" or "specimen."

12. VENUE. In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the 2nd Judicial District Court in and for Weber County.

13. AUTHORITY OF SIGNERS. If Buyer is a corporation, partnership, trust, limited liability Company, or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. This contract together with its addenda, and any attached exhibits, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

15. DISPUTE RESOLUTION. The parties agree that any dispute, arising prior to or after Closing, related to this Contract **MAY** (upon mutual agreement of the parties) first be submitted to mediation. If the parties agree to mediation, the dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation.

16. ATTORNEY FEES AND COSTS. In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation.

_____ Seller's Initials

_____ Buyer's Initials

17. DEFAULT. Both parties agree that the liquidated damages will be limited to 100% of the Earnest Money Deposit. Liquidated damages shall not include costs of suit for specific performance.

18. FAX TRANSMISSION. Facsimile transmission of a signed copy of this Contract, any addenda, or counteroffers shall be the same as an original.

19. RISK OF LOSS. All risk of loss or damage to the property shall be borne by the Seller until Closing.

20. BUYER ACKNOWLEDGEMENTS:

20.1 Real property is transferred by a Quit Claim Deed not a Warranty Deed. Buyer has reviewed the map and the Quit Claim Deed for deed restrictions.

20.2 Buyer understands that State property is likely to have multiple offers. All property is sold contingent upon the previous owner’s first right of refusal and final disposal approval from UDOT. **UDOT reserves the right to reject all offers.**

20.3 Property is not sold by tax id or sidwell number. State owned property is sold by project and parcel number referenced by the state road. Any reference to the county parcel number will be crossed out and State Road number will be inserted.

20.4 Buyer acknowledges and agrees that the Property is sold “as is”. No other provisions, statements or disclosures regarding the condition shall be treated as a warranty of any kind.

21. CONTINGENCIES & DUE DILIGENCE

21.1 FINANCING & APPRAISAL. Buyer shall have until N/A (date) to complete and remove these conditions.

21.2 DUE DILIGENCE PERIOD. Buyer shall have until N/A (date) to complete any due diligence and/or any desired approvals.

21.3 EARNEST MONEY. Buyer shall have until _____(date) to cancel this contract for any reason including the contingencies listed above and be eligible to receive a refund of the Earnest Money Deposit.

22. REPRESENTATION. (Please print legibly) Buyer is represented by N/A (agent) _____ (phone) in behalf of _____ (Broker) for _____ (Brokerage). This information is required in case the Seller has questions concerning the offer. If there is no agent, please put none or N/A.

23. OFFER TO PURCHASE AND TIME FOR ACCEPTANCE. Buyer’s offer is based on the above terms and conditions. Seller shall have three weeks from offer presentation to accept or counter the offer.

_____ Seller’s Initials

_____ Buyer’s Initials

BUYER'S SIGNATURE:

Date *Name* *Company / Position*

BUYER'S SIGNATURE:

Date *Name* *Company / Position*

BUYER'S SIGNATURE:

Date *Name* *Company / Position*

Buyer's Information: (Please print)

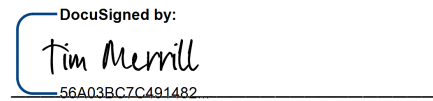
Name: _____

Address: _____

City / State / Zip _____

Phone: _____ Email: _____

APPROVED AS TO FORM:

DocuSigned by:

56A03BC7C491482

Tim Merrill
Assistant Attorney General

_____ Seller's Initials

_____ Buyer's Initials

Exhibit 'A'

(Referred to as Parcel No. 65)

A strip of land 66 ft. wide 870 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the SW1/4 of Section 11, T.7N., R.2W., S.L.M., next to and parallel with the east boundary of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the center of Section 14, running East 210 ft. to the center line of the U.I.C.R.R. Company's. Cache Valley Extension; thence N.26°00'W., according to meridian of survey 2,356 ft. to the beginning of a 1° curve right; thence by the circumference of a 1° curve right 835 ft.; thence N.17°48'W., 211 feet to the abandoned U.I.C.R.R.'s south line and point of beginning; thence continue N.17°48'W., 870 ft. to the abandoned U.I.C.R.R.'s north line and containing in all 1.32 acres of land, more or less.

Together with:

(Referred to as Parcel No. 66)

A strip of land 66 ft. wide and 708 ft. long measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley extension situate in the SW1/4 of Sec. 11, T.7N., R.2W., S.L.M. adjoining and parallel with the east boundary of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly, described as follows, to-wit:

From the center of Sec. 14 running East 210 ft. to the center line of said abandoned U.I.C.R.R. Company's Cache Valley extension; thence N.26°W., according to the meridian of survey, 2,356 ft. to the beginning of a 1° curve to the right; thence along said 1° curve to the right, a distance of 835 ft.; thence N.17°48'W., 1,081 ft. to the abandoned U.I.C.R.R.'s south line and point of beginning; thence continue N.17°48'W., 708 ft. to the abandoned U.I.C.R.R.'s north line, and containing 1.07 acres, more or less.

Together with:

(Referred to as Parcel No. 67)

A strip of land 66 ft. wide and 346 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley extension situate in the SW1/4 of Sec. 11 T.7N., R.2W., S.L.M. adjoining and parallel with the east boundary line of the Union Pacific Railroad Company's right of way and being 18 ft. West and 48 ft. East of said center line, which center line is more particularly described as follows, to-wit:

From the center of Sec. 14, running East 210 ft. to the center line of said abandoned U.I.C.R.R. Company's Cache Valley extension; thence N.26°W., according to meridian of survey 2,356 ft. to the beginning of a 1° curve to the right; thence along the said 1° curve to the right 835 ft.; thence N.17°48'W., 1,789 ft. to the

_____ Seller's Initials

_____ Buyer's Initials

abandoned U.I.C.R.R.'s south line and point of beginning; thence continuing N.17°48'W., 346 ft. to the abandoned U.I.C.R.R.'s north line, and containing 0.525 acres, more or less.

Together with:

(Referred to as Parcel No. 68)

A strip of land 66 ft. wide and 1,394 ft. long as measured along the center line of the said the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the W1/2 of Section 11, T.7N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as, follows, to-wit:

From the NW corner of the SW1/4 Section 2, running East 900 ft. and S.2°30'W., according to meridian of survey for a distance of 3,928 ft. to the beginning of a 2° curve left; thence by the circumference of a 2° curve left 201 ft. to the abandoned U.I.C.R.R.'s north line and point of beginning; thence continuing by circumference of a 2° curve left 814 ft.; thence S.17°48'E., 580 ft. to the abandoned U.I.C.R.R.'s south line and containing 2.12 acres of land more or less.

Together with:

(Referred to as Parcel No. 69)

A strip of land 66 ft. wide and 333 ft. long situate in the NW1/4 of Section 11, T.7N., R.2W., S.L.M., as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension, being 18 ft. to the West and 48 ft. to the East of said center line, and which is more particularly described as follows, to-wit:

From the NW corner, of the SE1/4 of said Sec. 2, running East 900 ft.; thence S.2°30'W., 3,796 ft. to the north line of the abandoned U.I.C.R.R. and point of beginning; thence continuing S.2°30'W., along said center line 132 ft.; thence along the arc of a 2° curve to the left 201 ft. to the south line of said abandoned U.I.C.R.R and containing in all 0.5 of an acre, more or less.

Together with:

(Referred to as Parcel No. 70)

A strip of land 66 ft. wide and 331 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the NW1/4 Sec. 11, T.7N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the NW corner of the SW1/4 Sec. 2, running East 900 ft. and S.2°30'W., according to meridian of survey 3,465 ft. to the abandoned U.I.C.R.R.'s north line and point of beginning; thence continuing S.2°30'W., 331 ft. to the abandoned U.I.C.R.R.'s south line and containing 1/2 acres of land more or less.

Together with:

(Referred to as Parcel No. 71)

_____ Seller's Initials

_____ Buyer's Initials

A strip of land 66 ft. wide and 334 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the NW1/4 of Sec. 11, T.7N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the NW corner of the SW1/4 of Section 2, running East 900 ft. and S.2°30'W., according to the meridian of survey 3,131 ft. to north line of the abandoned U.I.C.R.R. and point of beginning; thence continuing S.2°30'W., 334 ft. to the south line of said abandoned U.I.C.R.R. and containing 0.507 acres of land more or less.

Together with:

(Referred to as Parcel No. 72) (Tract 1)

A tract or parcel of land 62 ft. wide and 664 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the SW1/4 of Sec. 2 and the NW1/4 of Sec. 11, T.7N., R.2W., S.L.M., adjacent to and parallel with the east line of the Union Pacific Railroad Company's right of way, being 18 ft. wide to the West and 44 ft. wide to the East of said center line, which center line is more particularly described as follows, to-wit:

From the W1/4 corner of Sec. 2 running East 900 ft. and S.2°30'W., according to meridian of survey 2,467 ft. to the abandoned U.I.C.R.R.'s north line and point of beginning; thence continuing S.2°30' W., 664 ft. to the abandoned U.I.C.R.R.'s south line and containing 0.95 of an acre more or less.

Together with:

(Referred to as Parcel No. 73) (Tract 1)

A tract or parcel of land 66 ft. wide and 335 ft. long as measured along the centerline of the abandoned U.I.C.R.R. Company's Cache Valley extension situate in the SW1/4 of Sec. 2. T.7N., R.2W., S.L.M., next to and adjoining the east line of the Union Pacific Railroad Company's right of way and being 18 ft. West and 48 ft. East of the said center line, which center line is more particularly described as follows, to-wit:

From the W1/4 corner Sec. 2, running East 900 ft. and S.2°30'W., according to the meridian of survey 2,132 ft. to the abandoned U.I.C.R.R.'s north line and point of beginning; thence continuing S.2°30'W., 335 ft. to the abandoned U.I.C.R.R.'s south line and containing 0.508 acres, more or less.

Together with:

(Referred to as Parcel No. 74)

A tract or parcel of land 66 ft. wide and 335 ft. long as measured along the center of the abandoned U.I.C.R.R. Company's Cache Valley extension situate in the SW1/4 of Sec. 2, T.7N., R.2W., S.L.M., adjoining and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the W1/4 corner of Sec. 2 running East 900 ft. and S.2°30' W., according to meridian of survey 1,797 ft. to the abandoned U.I.C.R.R.'s north line and point of beginning; thence continuing S. 2°30' W., 335 ft. to the abandoned U.I.C.R.R.'s south line and containing 0.508, acres, more or less.

_____ Seller's Initials

_____ Buyer's Initials

Together with:

(Referred to as Parcel No. 73) (Tract 2)

A tract or parcel of land 66 ft. wide and 334 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley extension situate in the SW1/4 of Sec. 2. T.7N., R.2W., S.L.M. and being, 18 ft. wide on the West side and 48 ft. wide on the East side of the said center line, said center line being more particularly described as follows, to-wit:

From the W1/4 corner Section 2, running East 900 ft., and S.2°30'W., according to meridian of survey, 1,463 ft. to the abandoned U.I.C.R.R.'s north line, and the point of beginning; thence continuing S.2°30'W., 334 ft. to the abandoned U.I.C.R.R.'s south line and containing 0.507 acres, more or less.

Together with:

(Referred to as Parcel No. 72) (Tract 2)

A tract or parcel of land 62 ft. wide and 338 ft. long measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the SW1/4 of Sec. 2, T.7N., R.2W., being 18 ft. wide on the West side and 44 ft. wide on the East side of said center line, said center line being more particularly described as follows, to-wit:

From the W1/4 corner of Section 2 running East 900 ft. and S.2°30'W., according to meridian of survey, 1,125 ft. to the south side of the county road and also the abandoned U.I.C.R.R.'s north line and point of beginning thence continuing S.2°30'W. 338 ft. to the abandoned U.I.C.R.R.'s south line and containing 0.482 acres, more or less.

Together with:

(Referred to as Parcel No. 75)

A strip of land 66 feet wide and 192.94 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the SW1/4 of Section 2, T.7N., R.2W., S.L.M. next to and parallel with the east line of the Union Pacific Railroad Company's right of Way, being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the NW corner of the SW1/4 of said Section 2, running east 900 ft. and S.2°30'W., according to the meridian of survey 888 ft. to the abandoned U.I.C.R.R.'s north line and point of beginning; thence continuing S.2°30'W., 192.94 ft. to the abandoned U.I.C.R.R.'s south line; containing 0.293 of an acre, more or less.

Together with:

(Referred to as Parcel No. 76)

A strip of land 66 ft. wide and 187 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension., situate in the SW1/4 of Section 2, T.7N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

_____ Seller's Initials

_____ Buyer's Initials

From the NW corner of the SW1/4 of Section 2, running East 900 ft., more or less, and S.2°30'W., according to the meridian of survey 701 ft., more or less, to the abandoned U.I.C.R.R.'s north line and point of beginning; thence continuing S.2°30'W., 187.04 ft. to said abandoned U.I.C.R.R.'s south line and containing 0.284 area of land, more or less.

Together with:
(Referred to as Parcel No. 77)

A strip of land 66 ft. wide and 180 ft. long as measured, along the center line of the abandoned U.I.C.R.R. Company's Cache Valley extension situate in the SW1/4 Section 2, T.7N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the NW corner of the SW1/4 Sec. 2 running East 900 ft., and S.2°30'W., according to the meridian of survey 521 ft. to the abandoned U.I.C.R.R.'s north line and point of beginning; thence continuing S.2°30'W., 180 ft. to the abandoned U.I.C.R.R.'s south line and containing 0.273 acres of land, more or less.

Together with:
(Referred to as Parcel No. 78)

A strip of land 66 ft. wide and 173 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the SW1/4 of Section 2, T.7N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft., to the East of said center line, which center line is more particularly described as follows; to-wit:

From the NW corner of the SW1/4 of Section 2 running East 900 ft., and S.2°30'W., according to the meridian of survey 348 ft. to the abandoned U.I.C.R.R.'s north line and point of beginning; thence continuing S.2°30'W., 173 ft. to the abandoned U.I.C.R.R.'s south line and containing 0.263 acres of land, more or less.

Together with:
(Referred to as Parcel No. 79)

A strip of land 66 ft. wide and 496 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the W1/2 of Sec. 2, T.7N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the NW corner of the SW1/4 Section 2, running East 900 ft., and N.2°30'W., according to meridian of survey 148 ft. to the abandoned U.I.C.R.R.'s north line and point of beginning; thence S.2°30'W 496 ft. to the abandoned U.I.C.R.R.'s south line and containing 0.75 acres of land, more or less.

Together with:
(Referred to as Parcel No. 80)

_____ Seller's Initials

_____ Buyer's Initials

A strip of land 66 ft. wide and 277 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the NW1/4 of Section 2 T.7N., R.2W., S.L.M., next and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the SW corner of the NW1/4 of Section 2, running East 900 ft., and N. 2°30'E., according to Meridian of-survey 148. ft. to the abandoned U.I.C.R.R.'s south line and point of beginning; thence continuing N.2°30'E., 277 ft. to the abandoned U.I.C.R.R.'s north line and containing 0.420 acres of land, more or less.

Together with:
(Referred to as Parcel No. 81)

A strip of land 66 ft. wide and 629 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the NW1/4 Section 2, T.7N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the SW corner of the NW1/4 of Sec. 2 running East 900 ft., and N.2°30'E., according to meridian of survey 425 ft. to the abandoned U.I.C.R.R.'s south line and point of beginning; thence continuing N.2°30'E., 629 ft. to the abandoned U.I.C.R.R.'s north line and containing 0.954 acre of land, more or less.

Together with:
(Referred to as Parcel No. 82)

A strip of land 66 ft. wide and 629 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the NW1/4 Section 2, T.7N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the SW corner of the NW1/4 of Section 2, running East 900 ft., and N.2°30'E., according to meridian of survey 1,054 ft. to the abandoned U.I.C.R.R.'s south line and point of beginning; thence continue N.2°30'E., 629 ft. to the abandoned U.I.C.R.R.'s north line and containing 0.954 acres of land, more or less.

Together with:
(Referred to as Parcel No. 83)

A strip of land 66 ft. wide and 447 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension and situate in the NW1/4 of Section 2, T.7N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line of said abandoned U.I.C.R.R. as surveyed, and which center line is more particularly described as follows, to-wit:

From the NW corner of said Section 2, running East 950 ft., and S.2°30' W., according to meridian of survey 504 ft. to the north line of said abandoned U.I.C.R.R. and point of beginning; thence continuing S.2°30'W., 447 ft. to the south line of said abandoned U.I.C.R.R. and containing 0.678 acre of land, more or less.

_____ Seller's Initials

_____ Buyer's Initials

Together with:
(Referred to as Parcel No. 84)

A strip of land 66 ft. wide and 678 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the NW1/4 Section 2, T.7N., R.2W., S.L.M., and the SW1/4 Section 35, T.8N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the SW corner Section 35, running East 950 ft. and N.2°30'E., according to meridian of survey 174 ft. to the abandoned U.I.C.R.R.'s north line and point of beginning; thence S. 2°30' W. 678 ft. to the abandoned U.I.C.R.R.'s south line and containing 1.03 acres of land, more or less.

Together with:
(Referred to as Parcel No. 85)

A strip of land 66 ft. wide and 830 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the SW1/4 of Section 35, T.8N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the SW corner of Section 35, running East 950 ft., and N. 2°30' E., according to meridian of survey 174 ft. to the abandoned U.I.C.R.R.'s south line and point of beginning; thence continuing N. 2°30' E., 830 ft., to the abandoned U.I.C.R.R.'s north line and containing 1.26 acres of land, more or less.

Together with:
(Referred to as Parcel No. 86)

A strip of land 66 ft. wide and 465 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the SW1/4 of Sec. 35, T.8N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the SW corner of Section 35, running East 950 ft., and N. 2°30' E., according to meridian of survey 1,004 ft. to the abandoned U.I.C.R.R.'s south line and point of beginning; thence continuing N. 2°30' E., 465 ft. to the abandoned U.I.C.R.R.'s north line and containing 0.705 acres of land, more or less.

Together with:
(Referred to as Parcel No. 87)

A strip of land 66 ft. wide and 295 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the SW1/4 Section 35, T.8N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

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From the SW corner of Section 35, running East 950 ft. and N.2°30'E., according to the meridian of survey 1,469 ft. to the abandoned U.I.C.R.R.'s south line and point of beginning; thence continuing N.2°30'E., 295 ft. to the abandoned U.I.C.R.R.'s north line and containing 0.448 acres of land, more or less.

Together with:

(Referred to as Parcel No. 88)

A strip of land 66 ft. wide and 215 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the SW1/4 Section 35, T.8N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way, being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the SW. corner Sec. 35, running East 950 ft. and N.2°30'E.; according to meridian of survey 1,764 ft. to the abandoned U.I.C.R.R.'s south line and point of beginning; thence continuing N.2°30'E., 215 ft. to the abandoned U.I.C.R.R.'s north line and containing 0.326 acres of land, more or less.

Together with:

(Referred to as Parcel No. 89)

A strip of land 66 ft. wide and 495 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the SW1/4 of Section 35, T.8N., R.2W., S.L.M., adjoining and parallel with the east line of Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the SW corner of Sec. 35, running East 950 ft., and N.2°30'E., according, to the meridian of survey, 1,980 ft. to the abandoned U.I.C.R.R.'s south line and point of beginning; thence continuing N.2°30'E., 495 ft. to the abandoned U.I.C.R.R.'s north line, and containing 0.75 acre's, more or less.

Together with:

(Referred to as Parcel No. 90)

An irregular parcel of land situate in the W1/2 of Sec. 35, T.8N., R.2W., S.L.M., adjoining the east line of the Union Pacific Railroad Company's right of way and being more particularly described as follows to-wit:

From the SW corner of Sec. 35, running East 950 ft. and N.2°30'E., according to the meridian of survey 2,475 ft. to the abandoned U.I.C.R.R.'s south line and point of beginning; thence West 18 ft. to the east boundary of the Union Pacific Railroad Company's right of way; thence northwesterly along the east boundary of the Union Pacific Railroad Company's right of way, 1,250 ft.; thence East along the abandoned U.I.C.R.R.'s north line 108 ft. to a point 48 ft. perpendicularly distant and easterly from the center line of said abandoned U.I.C.R.R.; thence S.2°30'W., being 48 ft. perpendicularly distant from the parallel to said center line, 1,242 ft. to the abandoned U.I.C.R.R.'s south line; thence West along grantor's south line 48 ft. to the point of beginning and containing 2.06 acres more or less.

Together with:

(A portion of tract referred to as Parcel No. 91)

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A strip of land 66 ft. wide and 503 ft. long as measured along the center line of said the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the NW1/4 of Sec. 35, T.8N., R.2W., S.L.M., being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the SW corner of Section 35 running East 950 ft. and N.2°30'E., according to the meridian of survey 3,717 ft. to the abandoned U.I.C.R.R.'s south line and point of beginning; thence continuing N.2°30'E., 503 ft. to the north line of Box Elder County Tax ID No. 02-055-0055, and containing 0.76 of an acre, more or less.

The above described twenty-eight (28) tracts of land contain a combined calculated area of 941,394 square feet or 21.611 acres, more or less.

_____ Seller's Initials

_____ Buyer's Initials