

**AGENDA OF THE REGULAR MEETING
OF THE
BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY**

PUBLIC NOTICE is hereby given of the
Public Hearing Regarding the Bonds to be issued and
the Regular Meeting of the
Board of Trustees of the Utah Transit Authority at
1:30 p.m. on Wednesday, January 24, 2018,
at the Utah Transit Authority Headquarters located at
669 West 200 South, Salt Lake City, Utah
Golden Spike Conference Rooms
www.rideuta.com/board

- 1. Call to Order & Opening Remarks** **Chair Greg Bell**
- 2. Pledge of Allegiance** **Rebecca Cruz**, Board of Trustees Support
- 3. Safety First Minute** **Dave Goeres**, Chief Safety, Security & Technology Officer
- 4. Swearing in of New Trustee** **Rebecca Cruz**, Board of Trustees Support
- 5. Item(s) for Consent** **Chair Greg Bell**
 - a. [Approval of December 18, 2017 Meeting Report](#)
- 6. Public Hearing Regarding Bonds to be Issued** **Robert Biles**, VP Finance
Public hearing to receive input with respect to (a) issuance of approximately \$88,500,000 of sales tax revenue bonds and (b) any potential economic impact that the project to be financed with the proceeds of said bonds may have on the private sector.
- 7. General Public Comment Period** **Robert Biles**, VP Finance
(The Board of Trustees invites brief comments or questions from the public. Please note, in order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comments will be limited to two minutes per person per item. A spokesperson who has been asked by a group to summarize their comments may be allowed five minutes to speak.)
- 8. Closed Session** **Chair Greg Bell**
 - a. Discussion of the Purchase, Exchange, Lease or Sale of Real Property when Public Discussion would Prevent the Authority from Completing the Transaction on the Best Possible Terms.
 - b. Strategy Session to Discuss the Character, Professional Competence, Physical or Mental Health of an Individual.
 - c. Strategy Session to Discuss Collective Bargaining.
 - d. Strategy Session to Discuss Pending or Reasonably Imminent Litigation.
- 9. Action Taken Regarding Matters Discussed in Closed Session** **Chair Greg Bell**

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| <p>10. President/CEO Report
a. Customer Service Standards</p> <p>11. <u>R2018-01-01: Adopting 2040 Strategic Plan</u></p> <p>12. Committee Updates
a. <u>R2018-01-02: Adopting New Committee Structure</u>
b. Audit Review Committee Update
c. Stakeholders Committee Update</p> <p>13. Additional Board Action Item
a. <u>R2018-01-03: Approving Sale of 5.975 Acres of Right of Way to Draper City</u></p> <p>14. Other Business
a. Next Meeting of the UTA Board of Trustees</p> <p>15. Adjourn</p> | <p>Jerry Benson, President/CEO
Laura Hanson, Dir - Planning</p> <p>Trustee Charles Henderson</p>
<p>Chair Greg Bell
Trustee Troy Walker
Trustee Bret Millburn</p>
<p>Trustee Jeff Acerson
& Paul Drake, Sr. Mgr. – Real Estate & TOD</p> <p>Chair Greg Bell</p>
<p>Chair Greg Bell</p> |
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The Board Mission Statement

Utah Transit Authority strengthens and connects communities thereby enabling individuals to pursue a fuller life with greater ease and convenience by leading through partnering, planning, and wise investment of physical, economic, and human resources.

Contact Regarding this Agenda:

Rebecca Cruz, Board of Trustees Support Manager
Utah Transit Authority
801-287-2580
rcruz@rideuta.com

Heads Up! Ear Phones Out!



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UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet

DATE:	January 24, 2018
CONTACT PERSON:	Rebecca Cruz , Board of Trustees Support
SUBJECT:	Minutes of the December 18, 2017 UTA Board Meeting
BACKGROUND:	The minutes are presented for approval.
ALTERNATIVES:	<ul style="list-style-type: none">• Approve as presented• Amend and approve• No action
FINANCIAL IMPACT:	N/A
EXHIBITS:	<ul style="list-style-type: none">• 12-18-17 Board Meeting Report



**Report of the Meeting
of the
Board of Trustees of the Utah Transit Authority (UTA)
held at UTA FrontLines Headquarters located at
669 West 200 South, Salt Lake City, Utah
December 18, 2017**

Board Members Present:

Robert McKinley, Chair
Greg Bell, Vice Chair
Sherrie Hall Everett, Vice Chair
Jeff Acerson
Cort Ashton
Gina Chamness
Necia Christensen

Alex Cragun
Karen Cronin (via telephone)
Babs De Lay
Dannie McConkie
Bret Millburn
Brent Taylor

Board Members Excused/Not in Attendance: Jeff Hawker, Charles Henderson, and Troy Walker

Also attending were members of UTA staff, as well as interested citizens and media representatives.

Welcome and Call to Order. Chair McKinley welcomed attendees and called the meeting to order at 8:32 a.m. with ten voting board members present. The board and meeting attendees then recited the Pledge of Allegiance.

Safety Minute. Chair McKinley yielded the floor to Dave Goeres, UTA Chief Safety, Security & Technology Officer, for a brief safety message.

Item(s) for Consent. Consent items consisted of the following:

- Approval of November 15, 2017 Board Meeting Report
- September and October Financial Reports and Dashboards

A motion to approve the consent agenda items was made by Trustee De Lay and seconded by Trustee Millburn. The motion carried by unanimous consent.

President/CEO Report. Jerry Benson, UTA President/CEO, delivered his monthly report to the board, covering such topics as:

- Service in Utah County, including new pass programs with Utah Valley University and Brigham Young University
- UTA's role in providing transportation for President Donald Trump's visit to the state
- The agency's partnership with the Utah Department of Transportation in a cutting edge signal system technology pilot program
- UTA's participation in Governor Gary Herbert's declaration of November as Alternative Fuels Month

General Public Comment Period. No public comment was given.

Committee Updates

Trustee Acerson joined the meeting at 8:47 a.m.

Finance & Operations Committee Update.

R2017-12-01: Adoption of Final 2018 Budget. Mr. Benson provided a 2018 final budget overview, which outlined adjustments which were made to the budget based on feedback from the public. (To view the presentation, visit <https://www.utah.gov/pmn/files/356115.pdf>.)

Public Comment. No public comment was given.

Board Action. Discussion ensued on topics including the overall nature of the budget, new bonding, passenger revenue trends, the budgeting process, changes in the 2018 budget from its tentative to final state, ridership projections, and service planning. A motion to approve resolution R2017-12-01 was made by Trustee De Lay and seconded by Trustee Cragun. The motion carried by majority consent with ten aye votes, one nay vote by Trustee Taylor, and no abstentions.

R2017-12-02: Bond Parameters. Robert Biles, UTA Vice President of Finance, spoke about the purpose for the bond refunding and outlined the refunding plan and parameters for the transaction. The resolution authorizes the issuance of bonds for refunding 2007 and 2012 bonds (\$130 million) and the 2018 capital plan (\$88.5 million). The note will be for a three-year term. If rates are favorable, a bond sale is anticipated in mid-February of 2018. It is anticipated the transaction will yield an overall savings of \$8 million or more. Mr. Biles indicated savings from the bond refunding will be applied to the early debt retirement fund.

Public Comment. No public comment was given.

Board Action. Discussion ensued. A questions on possible effects on UTA's bond rating was posed by the board and answered by staff. A motion to approve resolution R2017-12-02 was made by Vice Chair Everett and seconded by Trustee McConkie. The motion carried by majority consent with ten aye votes, one nay vote by Trustee Taylor, and no abstentions.

Service & Customer Relations Committee Update. Trustee Everett indicated that UTA is forming a Citizen Advisory Board (CAB). The role of the CAB is to provide consumer advice to UTA management. Trustees Acerson and Christensen participated on selection committee.

Trustee Christensen joined the meeting at 9:35 a.m.

R2017-12-03: Accepting Citizen Advisory Board Nominations. Trustees Acerson and Christensen shared that the selections were made to ensure broad representation across UTA's ridership base. Nominees to the CAB include: Brett McKeachnie, Marina Agloro, Beau Pitcher, LeRoy Padilla, Chana Cummings, Fati Faatau, Iain Hueton, Shauna Brock, Casey Cameron, and Aynoa Rincon.

Members of the CAB present at the meeting were asked to introduce themselves and included Chana Cummings, Fati Faatau, Shauna Brock, and Leroy Padilla.

Public Comment. No public comment was given.

Board Action. A motion to approve resolution R2017-12-03 was made by Trustee Cragun and seconded by Trustee Christensen. The motion carried by unanimous consent.

Closed Session. Chair McKinley indicated there were matters to be discussed in closed session relative to personnel and pending or reasonably imminent litigation. A motion to move into closed session was made by Trustee Ashton and seconded by Trustee Acerson. The motion carried by unanimous consent and the board moved into closed session at 9:42 a.m.

Open Session. A motion to return to open session was made by Trustee Millburn and seconded by Trustee De Lay. The motion carried by unanimous consent and the board returned to open session at 10:26 a.m.

Action Taken Regarding Matters Discussed in Closed Session. No action was taken regarding matters discussed in closed session.

2018 Board Meeting Schedule.

R2017-12-04: 2018 Board Meeting Schedule. The proposed board meeting schedule for 2018 was projected. Dates for board meetings in 2018 are January 24, March 28, May 23, June 27, August 22, September 27, October 25, November 14, and December 12.

Public Comment. No public comment was given.

Board Action. A motion to approve resolution R2017-12-04 was made by Trustee Millburn and seconded by Trustee Christensen. The motion carried by unanimous consent.

Other Business.

Next Board Meeting. Chair McKinley stated the next board meeting would take place on January 24, 2018, at 1:30 p.m.

Parting Comments. Chair McKinley, whose term on the board is expiring this month, offered brief comments about his experience on the board. Mr. Benson recognized and thanked Chair McKinley for his service.

Swearing in of Greg Bell as the Board Chair. Greg Bell, whose nomination as Chair-elect was approved unanimously by the Board on November 15, 2017, was sworn in by Rebecca Cruz, UTA Board of Trustees Support.

Adjournment. The meeting was adjourned at 10:38 a.m.

Transcribed by Cathie Griffiths
Assistant to the President/CEO
Utah Transit Authority
cgriffiths@rideuta.com
801.237.1945

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/435039.html> for entire content.

This document along with the digital recording constitute the official minutes of this meeting.

UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet

DATE:	January 24, 2018
CONTACT PERSON:	Trustee Charles Henderson
SUBJECT:	2040 Strategic Plan Adoption
BACKGROUND:	<p>UTA's Board of Trustees launched a strategic planning initiative in the spring of 2017. The effort began by seeking feedback from our community stakeholders to inform the forward-looking strategic vision for UTA over the next 20+ years.</p> <p>Since that time the board has engaged in a Strategic Planning retreat and several follow-up discussions, which all provided input to the development of the attached Draft 2040 Strategic Plan.</p> <p>Upon approval, this plan will form the foundational direction for UTA initiatives, activities and investments. The 2040 Strategic Plan will be used to help guide the development of the agency's annual goals and budget decisions.</p>
PREFERRED ALTERNATIVE:	This item is being brought to the Board of Trustees for approval
FINANCIAL IMPACT:	N/A
EXHIBITS:	a. R2018-01-01: 2040 Strategic Plan Adoption

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY ADOPTING 2040 STRATEGIC PLAN**

R2018-1-01

January 24, 2018

WHEREAS, the Utah Transit Authority (the “Authority”) is a 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 has proposed a 2040 Strategic Plan (the “Plan”) to outline and define the Authority’s overarching vision, including strategic areas and goals that will guide the Authority forward through the year 2040; and

WHEREAS, the Authority’s Board of Trustees desires to accept the Plan and authorize staff and management to effectuate the Plan.

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

1. That the Board hereby adopts the 2040 Strategic Plan as set forth in Exhibit A, attached hereto.
2. That the Board hereby directs staff and management to effectuate the goals contemplated in the 2040 Strategic Plan in keeping with all other Board goals and directives.
3. That the Board hereby ratifies any and all actions taken by the Authority’s management and staff in furtherance of and effectuating the intent of this Resolution.
4. That this Resolution stay in full force and effect until rescinded, amended, or superseded by further action of the Board of Trustees.
5. That the corporate seal be attached hereto.

Approved and adopted this 24th day of January 2018.

Greg Bell, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 24th day of January, 2018.

Greg Bell, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel

Exhibit A



2040 STRATEGIC PLAN

January 2018

we move people





OUR CHALLENGES



Population Growth and Air Quality

Long recognized as one of the best places to live in the United States, the Wasatch Front is also one of the fastest-growing regions in the nation. Projections for the year 2050 anticipate nearly 5 million Utah residents, with 85 percent of them living along the Wasatch Front. More people mean more car trips, which means more miles traveled and more vehicle emissions. Our beautiful mountains, healthy lifestyle, vibrant neighborhoods and cultural amenities all contribute to the high quality of life that Utah residents now expect. With ever-growing mobility demands from an exploding population, UTA cannot work alone to meet the needs of transit riders, and we must be an active partner with all of the Wasatch Front's transportation providers and planning entities to find not just transit solutions but transportation solutions.

Access for All

Transportation systems link people to their daily destinations as well as broader opportunities. Access to jobs, education, healthcare and other essential services is often seen as the primary purpose of transportation. UTA and our services are part of a multimodal transportation network that provides reliable and affordable connections and allows people to make the most of the region's many opportunities. We are also setting priorities that directly address the transportation needs of minorities, lower income and disadvantaged individuals in order to support their mobility toward better employment and education prospects.

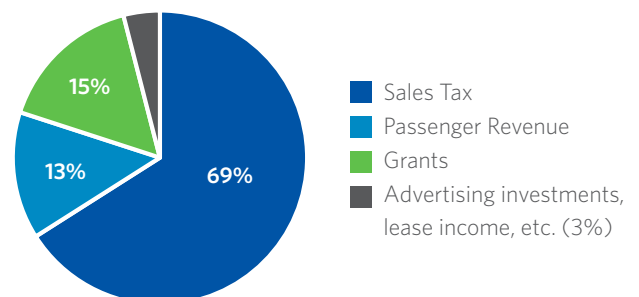
Innovative Mobility

As new, disruptive trends including demographic changes, advancing technologies and evolving economic factors continue to develop, UTA will need to adapt to these trends and anticipate their impacts on the transportation system. There are a multitude of developments surfacing today that including everything from intelligent vehicle technology to alternative fuels to roadways with built-in traffic management systems. Also requiring consideration is the revolutionary world of mobile technology, which is used by so many people today. Mobile technology continues to offer ease of access to information about modes of travel, trip origin and destinations, and travel times available in any given area. Bike sharing, ridesharing and ride hailing services are just a few of the evolving services we need to be ready to work with in order to keep today's customers and attract new transit users in the future.



Sustainable Funding

Many dynamics come to bear on the ability of UTA to maintain steady revenue sources while trying to keep up with increasing service needs and the maintenance and preservation of the system. UTA operations are funded in large part (69 percent of total revenue) by a portion of local sales taxes approved by voters in each county. In order to keep up with the mounting demand associated with an ever-increasing population and flourishing employment landscape, additional revenue sources will need to be identified.



STRATEGIC AREAS OF FOCUS

Customer Experience

DESCRIPTION: UTA will make its customer experience intuitive and predictably accessible. Additionally, the agency will continue to break down barriers to riding so it becomes the transportation service of choice. The agency understands transportation is a key part of people's lives – especially those with limited mobility options – and is committed to providing access to work, school and social activities.

STRATEGY: Deliver safe, reliable, accessible and easy-to-understand mobility solutions that improve quality of life, enhance the user experience and increase access to community and employment resources.

OBJECTIVES:

- Design a visually and immediately recognizable system to enhance the customer experience.
- Develop a positive, user-friendly experience for the customer at any touchpoint in the system, including integrated third party service providers.
- Use groundbreaking technology and data-driven decision making to allocate resources in a way that improves UTA's products, service delivery and passenger experience.



Leadership and Advocacy

DESCRIPTION: UTA is an advocate in improving quality of life and providing exceptional transportation options to those we serve. UTA works side by side with all of our community partners to offer a variety of mobility solutions to meet growing transportation demands. In order to be able to solve the mobility challenges of the future, community leaders, transportation advocates and the riding public will all need to work together to design and develop inspired, inventive and integrated transit options.

STRATEGY: Continue serving as leaders and advocates for our communities by supporting sound public policy and transportation plans that improve quality of life and build strategic partnerships designed to solve mobility challenges.

OBJECTIVES:

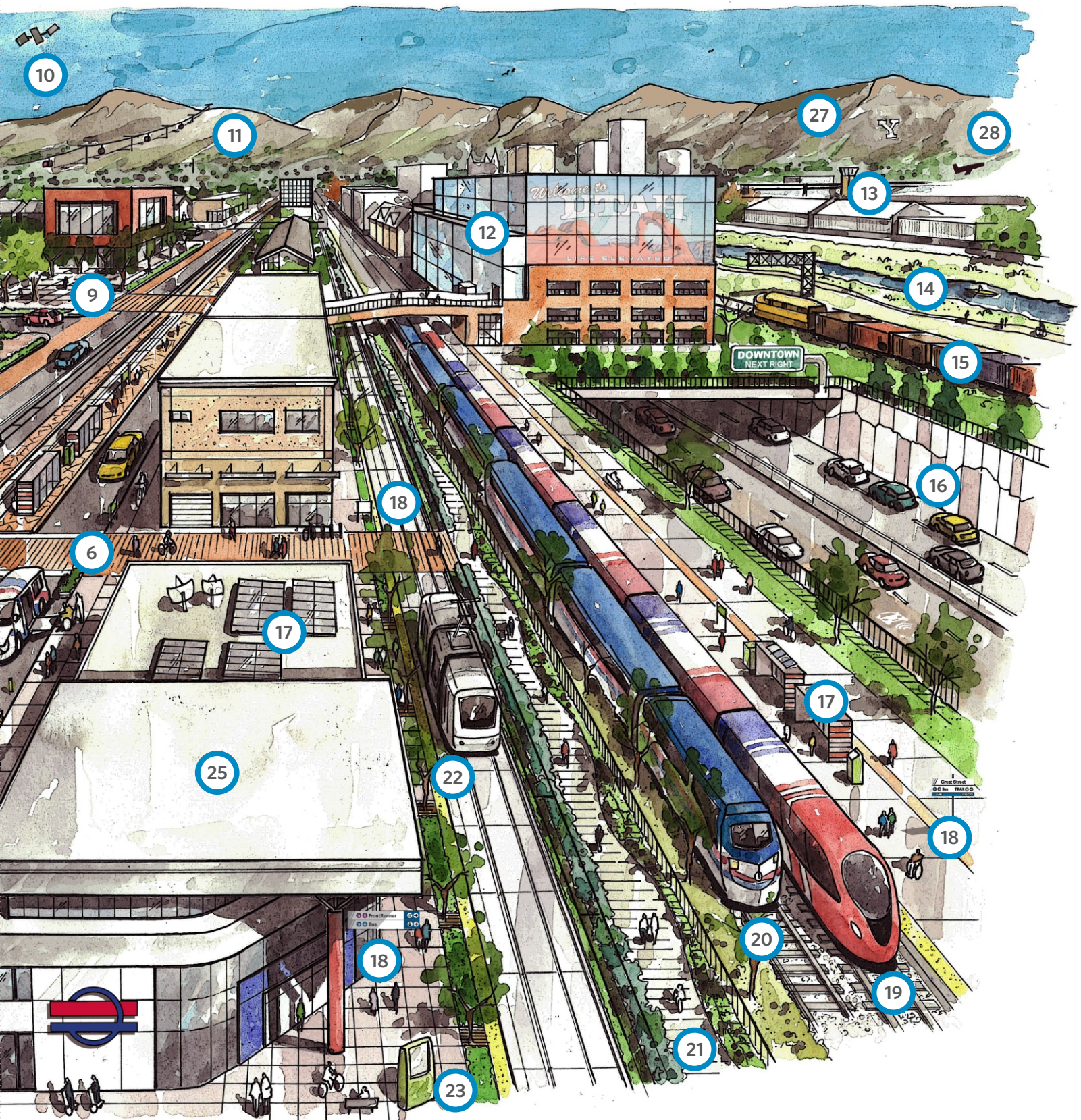
- Strengthen relationships with community leaders and transportation advocates to collaboratively identify and address needs, gaps and opportunities for integrated mobility.
- Enhance alliances with regional corporate and nonprofit agencies to achieve shared transportation goals and to jointly lead out and identify new services and funding sources.
- Promote a widely-known and accepted UTA value proposition for our communities.



This illustration depicts a futuristic urban environment centered around a multi-modal transit hub. A light rail train, with red, white, and blue segments, is stopped at a station platform (3). To the left of the tracks is a dedicated bus lane (1) with a red and blue bus, and a green-painted bicycle lane (2) with a white bicycle symbol. A person on a bicycle is shown in the bike lane. To the right of the tracks is a car lane (5) with a dark car. The foreground shows a wide sidewalk (4) with pedestrians, a person pushing a stroller, and a green bicycle-sharing station (24) with several bikes docked. In the background, there are modern, multi-story residential or commercial buildings (7, 26) with large windows and balconies. A hillside (8) with a large white 'U' logo and a small airplane is visible in the distance. A blue sky with light clouds is at the top. Numbered callouts (1-27) are placed throughout the scene to highlight specific features and infrastructure elements.

- ## What will the future of integrated mobility be?

POSSIBILITIES



Rendering is a fictional location by Donald Buaku, AICP ©2017

STRATEGIC AREAS OF FOCUS

Access to Opportunity

DESCRIPTION: Historically, ridership has been a goal for transit systems. While increased ridership is important, new information and analytical tools will enable UTA to focus on access to opportunity. Access to opportunity means the ability to connect people to the important things in life such as employment, education, healthcare, entertainment, and family and friends. UTA is aggressively planning for future transportation needs. This is done by continually refining short, medium and long-term plans that will provide access along the Wasatch Front and support Utah's growing population into 2040.

STRATEGY: Utilize technologically advanced analytics and planning tools to design and implement an optimized, total transit network that connects people to their communities.

OBJECTIVES:

- With regional partners, refine long-range transportation plans that improve access to employment and schools through a well-connected, integrated and multi-modal transit network.
- Partner with local municipalities and UDOT in regional corridor and station planning that supports the Wasatch Choice 2050 vision and pro-actively explore options for long-term transit investments and optimization.
- Continue to create long-range strategies and short-range pilot projects for integrating evolving technology and alternative transportation options as a means of creating future mobility solutions.
- Launch an Innovative Mobility Solutions group to advance technology and ensure dramatic transportation changes are being incorporated into the local transit system.
- Implement a service plan that takes a forward look at where service and infrastructure need to be in order to provide access to opportunity for our communities.

Strategic Funding

DESCRIPTION: UTA is charged with being good stewards of public resources. Sixty-nine percent of UTA's operation is funded by local option sales taxes that are voter-approved in each county. Future growth projections for the state, and the associated increase in transportation demands, call for additional funding to expand service offerings.

STRATEGY: Identify new funding strategies while maximizing existing resources in order to optimize service offerings.

OBJECTIVES:

- Utilize proactive, assertive strategies to acquire new, sustainable funding sources in addition to existing local sales taxes and grants.
- Design a comprehensive and fiscally-sustainable model for asset management for the purpose of maintaining key infrastructure in a state of good repair.
- Continue to collaborate with private, public and community partners to identify creative methods for funding additional service and projects.

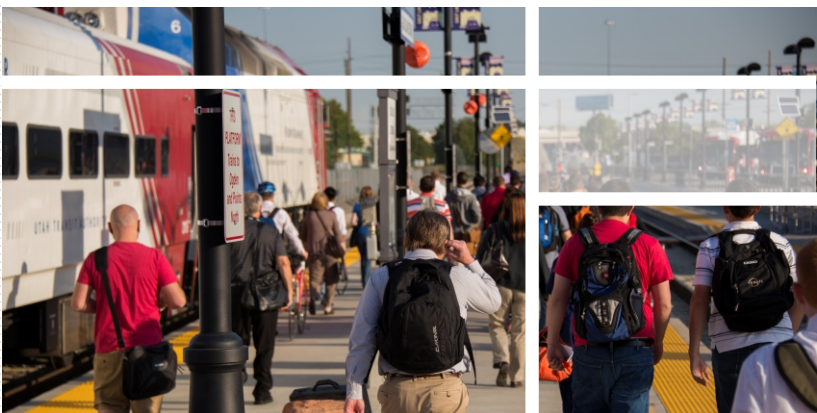
Workforce of the Future

DESCRIPTION: The capacity to achieve our mission is tied directly to the capability of our workforce. UTA is committed to achieving a high-performing organizational culture where every employee is passionate about serving our customers.

STRATEGY: Promote a culture that fosters a dynamic workforce of diverse and engaged employees who are committed to improving their everyday work.

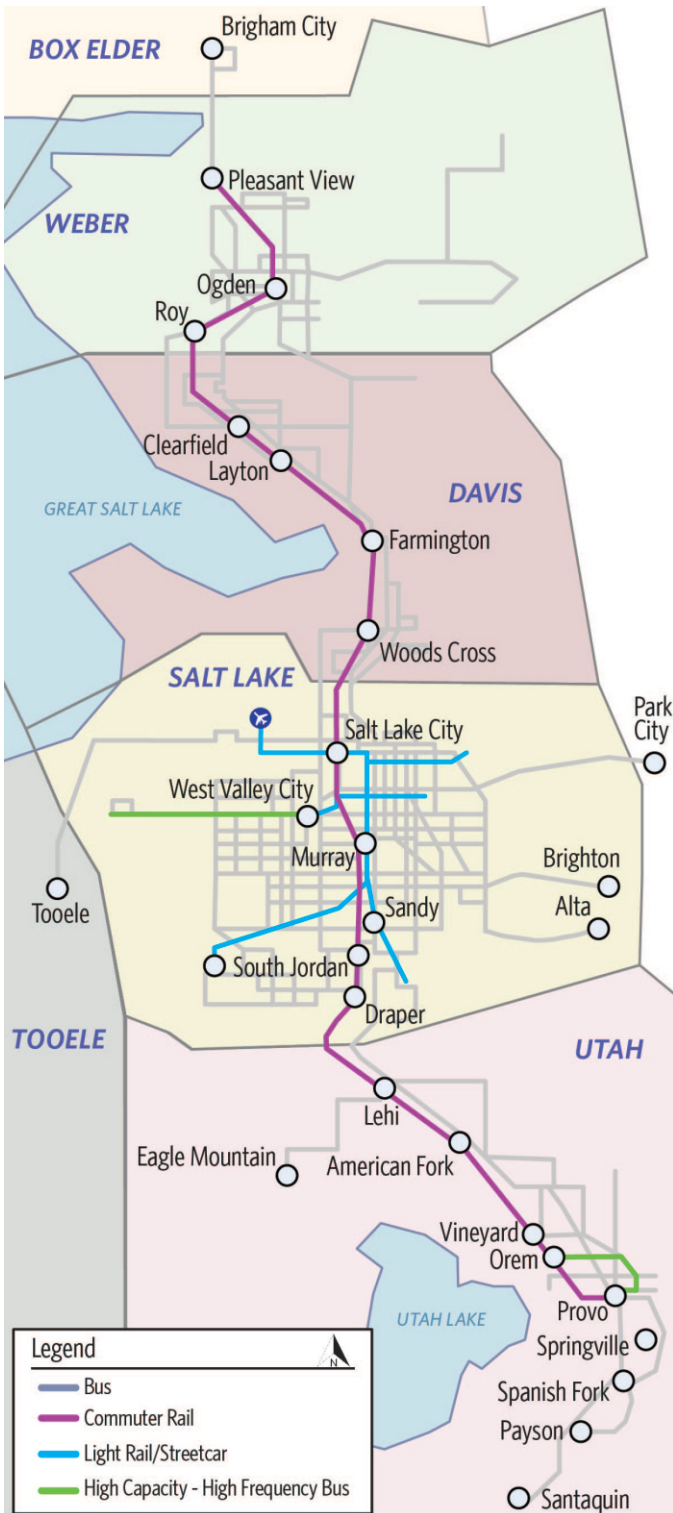
OBJECTIVES:

- Inspire employees to be problem solvers focused on improving the customer experience.
- Strengthen our workforce to build individual capability of employees, which will promote the agency to thrive by unleashing the talent, passion and potential of all our team members.
- Offer employment packages that support effective recruitment and retention and celebrate employees for exceptional performance.

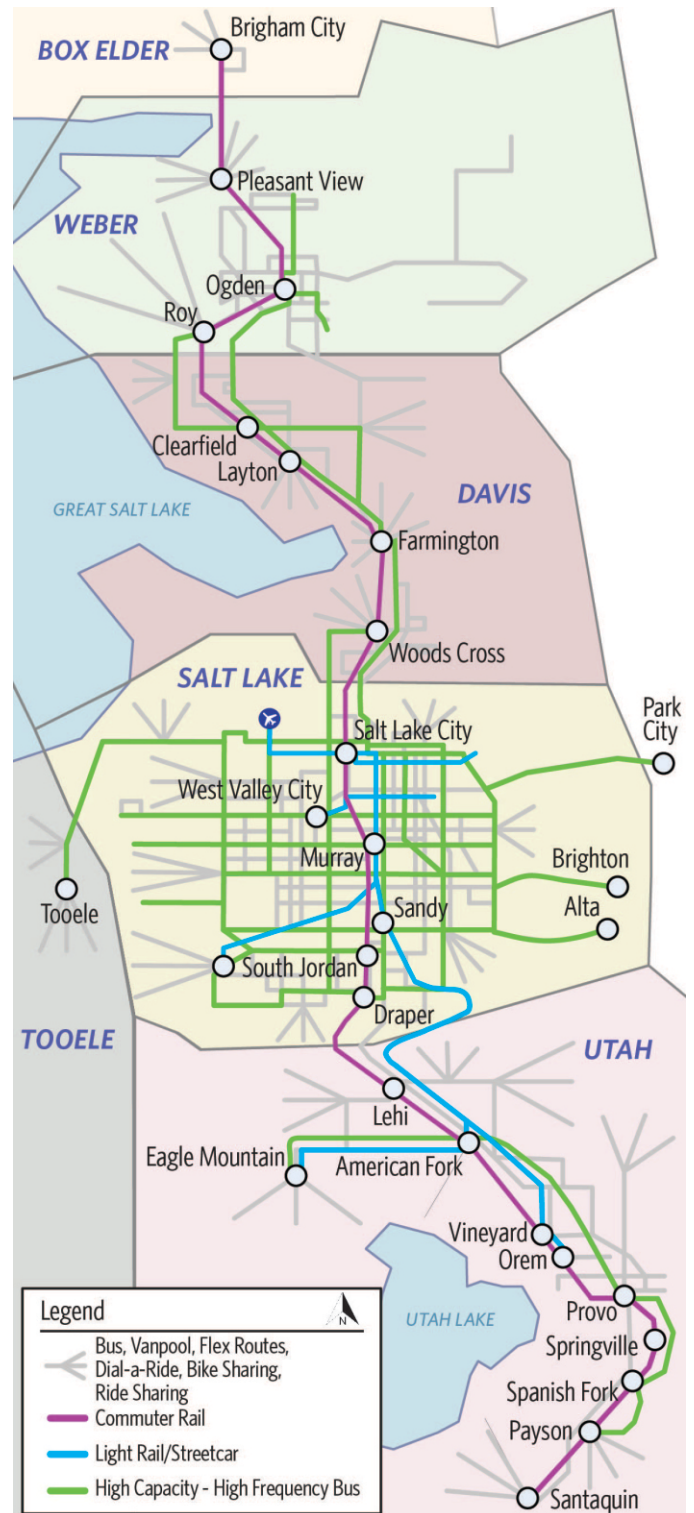


FOCUS ON THE FUTURE

UTA Today



UTA 2040



Source: Wasatch Front Regional Council & Mountainland Association of Governments, 2015-2040 Regional Transportation Plans

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UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet

DATE:	January 24, 2018
CONTACT PERSON:	Chair Greg Bell
SUBJECT:	New Board Committee Structure
BACKGROUND:	<p>In order to align work of the board with the agency's strategic plan, and to provide continuity of board governance and oversight, the following committee structure is being proposed:</p> <ul style="list-style-type: none">- Finance & Audit Committee- Stakeholder & Planning Committee- Operations & Customer Experience Committee- Executive Committee <p>Committees will convene quarterly or as-needed to provide strategic oversight, monitor progress and accountability, and address policy recommendations for core governing functions of the board. In addition to providing transparency and governance oversight, committee recommendations will be forwarded to the Board of Trustees for final consideration and approval.</p>
ALTERNATIVES:	<ul style="list-style-type: none">• Approve as presented• Revise/amend and approve• Return to committee
FINANCIAL IMPACT:	None
LEGAL REVIEW:	The proposed item has been reviewed by UTA Legal staff.
EXHIBITS:	a. R2018-01-02: New Committee Structure Adoption

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY ADOPTING NEW BOARD COMMITTEE STRUCTURE**

R2018-1-02

January 24, 2018

WHEREAS, the Utah Transit Authority (the "Authority") is a 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 Board of Trustees (the "Board") desires to designate standing Board committees to provide an opportunity for in-depth review of matters that come before the Board, and in furtherance of the Board's role of leadership and governance of the Authority.

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

1. That the Board hereby adopts, designates and appoints the standing Board committees, as set forth in Exhibit A, attached hereto.
2. That the Board hereby ratifies any and all actions taken by the Authority's management and staff in furtherance of and effectuating the intent of this Resolution.
3. That these Board standing committees remain constituted until rescinded, amended, or superseded by further action of the Board of Trustees.
4. That the corporate seal be attached hereto.

Approved and adopted this 24th day of January 2018.

Greg Bell, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 24th day of January, 2018.

Greg Bell, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel

UTA BOARD COMMITTEE STRUCTURE

Finance & Audit Committee with oversight for:

- Finance
- Budget
- Major Financial Transactions (i.e. real estate, TOD, capital projects, etc.)
- Investments
- Audit
- Workforce/Employee Relations

Stakeholder & Planning Committee with oversight for:

- Community Partnerships (including Interlocal Agreements)
- Governing Councils (i.e. - WFRM, MAG, UASD)
- Government Relations
- Long-term Board Strategic Plans
- Capital Projects, TOD and Real Estate Policies (with financial plans governed in Finance & Audit)
- Board Bylaws & Policies

Operations & Customer Experience Committee with oversight for:

- Long-term Operations Strategy (i.e. innovative mobility, pilot projects, etc)
- Customer Experience
- Service Standards & Service Planning
- Service & Fare Equity Analysis
- System Safety & Security

Executive Committee with oversight for:

- Board Leadership
- Board Governance & Ethics
- CEO Performance

UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Action Agenda Item Coversheet

DATE:	January 24, 2018
CONTACT PERSON:	Bob Biles, VP of Finance
SUBJECT:	Sale of Approximately 6 acres of Property to Draper City
BACKGROUND:	Draper City has requested to purchase nearly six (6) acres of right-of-way property, at approximately 65 East Highland Drive, Draper, Utah, for the purpose of constructing a road for economic development purposes. Per UTA corporate policy, UTA may convey the property to another government entity “for value roughly equivalent to the appraised value of the property”. Per a recent appraisal, the property has been valued at \$2,995,000. Draper City proposes to purchase the property for appraised value.
ALTERNATIVES:	<ol style="list-style-type: none">1. Sell the property to Draper City for appraised value2. Delay decision and request additional information3. Deny request to sell the property
PREFERRED ALTERNATIVE:	Sell the property to Draper City
STRATEGIC GOAL ALIGNMENT:	Supports the promotion of stewardship and community
FINANCIAL IMPACT:	If property is sold, UTA will receive fair market value for the property based on an existing appraisal
LEGAL REVIEW:	Legal has reviewed the transaction
EXHIBITS:	<ol style="list-style-type: none">1) R2018-01-03: Approving Sale of 5.975 Acres of Right of Way to Draper City and Purchase & Sale Agreement2) Presentation: Draper Highline Disposition3) Appraisal4) Appraisal Addendum

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPROVING SALE OF 5.975 ACRES OF RIGHT OF WAY
TO DRAPER CITY**

R2018-1-03

January 24, 2018

WHEREAS, the Utah Transit Authority (the "Authority") is a 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 currently owns 5.975 acres of railroad corridor property located at approximately 65 East Highland Drive, Draper, Utah ("Property");

WHEREAS, Draper City wishes to purchase the Property for the appraised fair market value of \$2,995,000 for use as a public roadway;

WHEREAS, the Property shall be used for the development of a roadway, trail, or other transportation-related improvements in perpetuity; and

WHEREAS, the Authority shall match payments made by Draper City up to \$40,000 for the purpose of completing a station area plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Utah Transit Authority:

1. That the Board of Trustees hereby authorizes the President/CEO to convey 5.975 acres located at approximately 65 East Highland Drive, Draper, Utah to Draper City under the terms and conditions set forth in the Purchase and Sale Agreement between the Authority and Draper City attached hereto as Exhibit 1.
2. That the Board hereby ratifies any and all actions taken by the Authority's President/CEO, General Counsel, and staff in furtherance of and effectuating the intent of this Resolution.
3. That the corporate seal be attached hereto.

Approved and adopted this 24th day of January 2018.

Greg Bell, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Exhibit 1

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this ____ day of January 2018 ("Effective Date"), by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("Seller") and DRAPER CITY, a municipality and political subdivision of the State of Utah ("Purchaser"). Seller and Purchaser are hereinafter sometimes collectively referred to as "parties" and either may be referred to individually as "party," all as governed by the context in which such words are used.

RECITALS

WHEREAS, Seller is the owner of approximately 5.975 acres of surplus railroad corridor property (the "Property") located at approximately 65 East Highland Drive, Draper, Utah;

WHEREAS, Purchaser has requested that Seller convey the Property to Purchaser for use as a public roadway;

WHEREAS, Seller is willing to sell, and Purchaser is willing to purchase, the Property according to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

Purchase and Sale of the Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell, and Purchaser agrees to purchase, the Property as generally described in the legal description attached hereto as Exhibit "A," together with all appurtenances, rights-of-way or other rights benefiting the Property.

Purchase Price. As consideration for the purchase of the Property, Purchaser shall pay to Seller a total purchase price (the "Purchase Price") of TWO MILLION NINE HUNDRED NINETY FIVE THOUSAND DOLLARS (\$2,995,000), as determined by appraisal.

The Purchase Price shall be paid as follows:

On or before the Effective Date, Purchaser shall deposit into an escrow account (the "Escrow Account") established with Cottonwood Title (the "Title Company"), whose address is 1996 East 6400 South, Suite 120, Murray, Utah 84121, an initial deposit in the amount of ONE THOUSAND DOLLARS (\$1,000) (the "Earnest Money Deposit"). The Title Company shall invest the Earnest Money Deposit into an interest-bearing account. In the event that this Agreement is terminated prior to the expiration of the Due Diligence Period as set forth in Articles 3 and 4, the Earnest Money Deposit, including all accrued interest, shall be refunded to Purchaser.

At the closing of the purchase contemplated in this Agreement (the "Closing"), the Earnest Money Deposit shall be paid to the Seller and credited (excluding interest) against the Purchase Price. The balance of the Purchase Price shall be paid to Seller at the Closing.

Right of Entry; Due Diligence Period. Purchaser is granted the right, for a period commencing on the Effective Date and extending for ten (10) days thereafter (the "Due Diligence Period"), of entering the Property for the purpose of performing surveys, soil and environmental tests and any other studies deemed necessary by Purchaser. With respect to the performance of inspections or testing pursuant to this Section, Purchaser agrees not to unreasonably interfere with the operations conducted on the Property. Purchaser further agrees to assume all risks and costs with respect to the entry upon the Property and to indemnify the Seller with respect to any losses, liens, claims, damages or other costs related to the acts or omissions of Purchaser or its agents pursuant to the right of entry herein granted. In the event that this Agreement is terminated for any reason prior to the Due Diligence Period, the right of entry granted in this Section shall automatically terminate. The obligations and indemnities of Purchaser as set forth in this Section shall survive the Closing and not be merged into any instrument of conveyance delivered at Closing.

Conditions to Closing. The following are conditions precedent to the Closing of the purchase and sale of the Property. In the event of any termination because of the failure to meet any condition as set forth in this paragraph 4, the Earnest Money Deposit and all accrued interest shall be refunded to Purchaser, and this Agreement shall be without any force and effect, and without further obligation of either party.

The Closing is subject to Purchaser's review of the title to the Property as outlined in this Section 4.1. Purchaser shall, at its option, obtain from the Title Company a current commitment for an owner's policy of title insurance (the "Title Commitment") within five (5) days from the Effective Date. No later than ten (10) days following the Effective Date, Purchaser shall advise Seller in writing of any objections which Purchaser has to the Title Commitment ("Purchaser's Objections"). Any title issues that are not identified as Purchaser's Objections during the above-referenced 10-day period will be deemed to have been accepted by the Purchaser. Upon receipt of written notice detailing Purchaser's Objections, Seller shall have an additional five (5) days to either cure all of Purchaser's Objections or notify Purchaser that Seller is unable or unwilling to cure Purchaser's Objections within the five-day period. In the event that Seller has not for any reason cured all of Purchaser's Objections within the 5-day cure period, Purchaser may either (i) terminate this Agreement by providing written notice to Seller prior to the expiration of the Due Diligence Period; or (ii) waive any unremedied objections to the title and proceed with the purchase of the Property. In the event that Purchaser fails to terminate the Agreement under this provision prior to the end of the Due Diligence Period, Purchaser shall be deemed to have waived its objections and this condition to Closing shall be deemed fulfilled.

The Closing is subject to Purchaser's review of other matters affecting the Property as outlined in this Section 4.2. The Purchaser may, at Purchaser's sole discretion, examine any and all matters in connection with the Property, including, without limitation, the physical and environmental condition of the Property, land use regulations affecting the Property and the feasibility of developing the Property for the intended purposes. If the results of Purchaser's review are unsatisfactory to Purchaser, as determined at Purchaser's sole and absolute discretion, then Purchaser may elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the Due Diligence Period. In the event that Purchaser fails to terminate the Agreement under this provision prior to the end

of the Due Diligence Period, Purchaser shall be deemed to have approved its feasibility examination of the Property and this condition to Closing shall be deemed fulfilled.

The Closing is subject to Purchaser having completed, at Purchaser's sole cost and expense, all necessary actions to create a legal parcel of the Property to be conveyed.

Covenant of Purchaser. Purchaser covenants with Seller as follows:

That the Property will be used for the development of a roadway, trail and other transportation-related improvements. This covenant shall survive the Closing.

Purchaser shall participate with Seller, in the form of staff time and financial assistance up to forty-thousand dollars (\$40,000), to perform a Station Area Plan, as mutually defined by Purchaser and Seller. Work on the Station Area Plan shall commence no later than April 1, 2018 and shall be completed no later than April 1, 2019. This covenant shall survive the Closing.

Covenants of Seller. Seller covenants with Purchaser as follows:

Seller shall preserve the Property in substantially the same condition as existing on the Effective Date.

Prior to Closing, Seller shall not enter into any contract or agreement with respect to the Property that will survive Closing or affect the use, operation or enjoyment of the Property after Closing.

Seller will pay in full, prior to Closing, any and all bills and invoices for labor, goods, materials, utilities and services contracted by the Seller and relating to the Property.

Seller shall match funds provided by Purchaser for the purpose of completion of a Station Area Plan up to forty-thousand dollars (\$40,000).

All covenants made by Seller in this Agreement shall survive the Closing.

Railroad Corridor. Purchaser acknowledges that the Property is a part of what was, at one time, a historic freight railroad corridor. Seller expressly disclaims any representations, covenants or warranties regarding the physical or environmental condition and Purchaser is solely responsible for the performance of all necessary and appropriate due diligence prior to Closing. Purchaser shall take title to the Property in an "as-is, where-is" condition. Purchaser further acknowledges that Seller's predecessor, Union Pacific Railroad Company ("UPRR"), has made no representations or warranties as to the state of title to the Property once conveyed as set forth in this Agreement. Purchaser, for itself and its successors and assigns, hereby waives, releases, remises, acquits and forever discharges UPRR and Seller and their employees, agents or any other person acting on behalf of UPRR or Seller, of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Purchaser may have in the future on account of or in any way arising out of the condition of title to the Property.

Closing.

The Closing shall be through escrow with the Title Company pursuant to written instructions consistent with the provisions of this Agreement.

At Closing, Seller shall deliver the following:

A duly executed and acknowledged Quitclaim Deed (in substantially the form as set forth in Exhibit "B") quitclaiming the Property to Purchaser.

A Closing statement signed by Seller in a form and with content satisfactory to Purchaser and Seller.

Any other documents, instruments or agreements called for in this Agreement, or required by the Title Company for the issuance of title insurance, which have not previously been delivered.

At Closing, Purchaser shall deliver the following:

A counterpart of the Closing statement signed by Seller.

The balance of the Purchase Price as contemplated in Section 2.2.

Any other documents, instruments or agreements called for in this Agreement, or required by the Title Company for the issuance of title insurance, which have not previously been delivered.

The Closing shall occur through escrow at the offices of the Title Company on or before February 15, 2018 ("Closing Date"), unless Purchaser shall have exercised its right to terminate this Agreement. Closing shall be pursuant to the provisions of this Agreement and in accordance with the general provisions of the usual form of escrow agreement used by the Title Company in similar transactions (with such special provisions inserted as may be required to conform to this Agreement).

Any ad valorem taxes and assessments against the Property shall be prorated at the Closing.

Purchaser shall pay all of the Title Company's fees for its services as escrow agent. Purchaser shall pay the premium for any title policy issued in conjunction with this Agreement. The prorations, credits and adjustments at Closing shall otherwise be accomplished in accordance with the customary practices in Salt Lake County, except to the extent those practices may be inconsistent with the provisions of this Agreement. Except as may be provided to the contrary elsewhere in this Agreement, Purchaser and Seller shall each bear and pay the expense of their own performance and the expense of providing the materials that are required to be provided by each of them under the provisions of this Agreement. Buyer and Seller shall each bear the cost of their own legal counsel.

Possession of Property; Risk of Loss. Possession of the Property shall be delivered to the Purchaser within 24 hours of the Closing. Seller shall bear all risk of casualty or other loss or damage to the Property until Closing, and Purchaser shall bear all risk of casualty and other loss or damage thereafter. The provisions of this Section shall survive the Closing and not be merged into any instrument of conveyance delivered at Closing.

Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. The parties exclude any and all statutes, laws and treaties that would allow or

require any dispute to be decided in another forum or by other rules of decision than those provided in this Agreement.

Notices. Any notice or other communication required or permitted under this Agreement must be in writing and may be given by personal delivery or by mail, registered or certified, return receipt requested, or by overnight delivery service postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing herein, but each party may change its address by written notice in accordance with this Section:

If to Seller:
UTAH TRANSIT AUTHORITY
Attn: Mailia Lauto'o
669 West 200 South
P.O. Box 30810
Salt Lake City, Utah 84130-0810

If to Purchaser:
DRAPER CITY
Attn: David Dobbins, City Manager
1020 E Pioneer Rd.
Draper, UT 84020

Default.

Either party shall be deemed in default under this Agreement if: (a) the warranties or representations made by such party shall be untrue or shall be discovered to be untrue; or (b) such party shall fail to meet, comply with or perform any covenant, agreement or obligation on its part required within the time limits and in the manner required by this Agreement.

If Seller defaults under this Agreement (including Seller's obligation to close), Purchaser may elect to (i) terminate Purchaser's obligations under this Agreement by written notice to Seller with a copy to Title Company, in which event the Earnest Money Deposit and all accrued interest shall be returned immediately to Purchaser; or (ii) close, in which event Purchaser may file an action for specific performance of this Agreement to compel Seller to close this Agreement and/or Purchaser may cure such default, in whole or in part, and Purchaser shall be entitled to deduct from the Purchase Price the cost of such action and all reasonable expenses incurred by Purchaser in connection therewith including attorneys' fees.

IN THE EVENT PURCHASER DEFAULTS IN ITS OBLIGATION TO CLOSE THE PURCHASE OF THE PROPERTY, THE EARNEST MONEY DEPOSIT SHALL BE PAID TO SELLER AS LIQUIDATED DAMAGES, IT BEING UNDERSTOOD THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF SUCH DEFAULT ARE DIFFICULT TO ASCERTAIN AND THAT, AFTER NEGOTIATION, SUCH PROCEEDS REPRESENT THE PARTIES' BEST ESTIMATE OF SUCH DAMAGES. SELLER SHALL HAVE NO OTHER REMEDY, AT LAW OR IN EQUITY, FOR ANY DEFAULT BY PURCHASER.

Seller:

Purchaser:

12.4 In the event that either party brings a legal action to enforce its rights or remedies under this Agreement, the prevailing party with respect to such action shall be entitled to recover reasonable costs and fees (including reasonable attorneys' fees) incurred with respect to the prosecution or defense of such enforcement action.

Time of the Essence. Time is of the essence with respect to this Agreement and each and every provision hereof.

Calculation of Days under Agreement. Unless specifically identified to the contrary, all references to “days” in this Agreement shall mean calendar days, beginning with the first day after the time period commences and ending at the close of business on the last day of the referenced time period. To the extent that the last day of any designated time period occurs on a Saturday, Sunday or legal holiday recognized by the State of Utah, then such period shall be deemed to conclude at the close of business on the following business day.

Brokers’ Fees. There are no broker’s fees incurred or claimed as the result of the purchase and sale contemplated in this Agreement.

Amendment; Headings of Sections. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated in this Agreement and may not be modified or amended except by a written instrument executed by each of the parties hereto. The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not affect any construction or interpretation of this Agreement.

Successors and Assigns. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

Exhibits. The Exhibits attached to this Agreement are incorporated into and made a part of this Agreement as if fully set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date first herein written.

SELLER

UTAH TRANSIT AUTHORITY

By: _____
Jerry Benson, President & CEO

By: _____
Paul Drake, Senior Manager Real Estate & TOD

Approved as to Form

Legal Counsel

PURCHASER

DRAPER CITY

By: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPITON OF THE PROPERTY

Beginning at a point being South 01°14'35" East 1,376.78 feet along the section line and West 426.25 feet from the North Quarter Corner of Section 7, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 60°30'05" West 2,405.43 feet;
thence Southwesterly 545.34 feet along the arc of a 755.00 foot radius curve to the left (center bears South 29°30'20" East and the chord bears South 39°48'07" West 533.56 feet with a central angle of 41°23'06");
thence South 19°06'33" West 242.28 feet;
thence Southwesterly 516.97 feet along the arc of a 1,532.39 foot radius curve to the right (center bears North 71°39'27" West and the chord bears South 28°00'26" West 514.52 feet with a central angle of 19°19'46");
thence North 52°19'41" West 14.93 feet;
thence North 37°08'50" East 60.64 feet;
thence Northeasterly 61.41 feet along the arc of a 609.21 foot radius curve to the left (center bears North 53°13'27" West and the chord bears North 33°53'17" East 61.38 feet with a central angle of 05°46'31");
thence Northeasterly 123.40 feet along the arc of a 1,462.92 foot radius curve to the left (center bears North 57°00'44" West and the chord bears North 30°34'17" East 123.36 feet with a central angle of 04°49'58");
thence North 26°55'55" East 83.85 feet;
thence Northeasterly 33.48 feet along the arc of a 183.29 foot radius curve to the right (center bears South 63°57'58" East and the chord bears North 31°15'58" East 33.43 feet with a central angle of 10°27'51");
thence North 18°40'49" East 190.31 feet;
thence North 16°39'18" East 109.76 feet;
thence Northeasterly 311.84 feet along the arc of a 830.00 foot radius curve to the right (center bears South 73°20'42" East and the chord bears North 27°25'05" East 310.00 feet with a central angle of 21°31'35");
thence North 38°10'52" East 79.85 feet;
thence North 32°43'48" East 125.99 feet;
thence North 43°50'20" East 21.33 feet;
thence North 29°52'47" East 28.30 feet;
thence Northeasterly 166.28 feet along the arc of a 387.00 foot radius curve to the right (center bears South 60°07'13" East and the chord bears North 42°11'20" East 165.01 feet with a central angle of 24°37'07");
thence North 54°29'54" East 23.08 feet;
thence North 60°17'46" East 202.11 feet;
thence North 60°31'33" East 903.85 feet;
thence North 66°12'18" East 15.43 feet;
thence Northeasterly 29.40 feet along the arc of a 295.00 foot radius curve to the left (center bears North 23°47'42" West and the chord bears North 63°20'59" East 29.39 feet with a central angle of 05°42'38");

thence North $60^{\circ}29'40''$ East 807.95 feet;
thence North $29^{\circ}30'20''$ West 2.38 feet;
thence North $60^{\circ}31'42''$ East 179.64 feet;
thence Northeasterly 59.21 feet along the arc of a 217.50 foot radius curve to the right
(center bears South $18^{\circ}52'52''$ East and the chord bears North $78^{\circ}55'04''$ East 59.03 feet with a
central angle of $15^{\circ}35'51''$);
thence North $86^{\circ}42'59''$ East 75.98 feet;
thence Northeasterly 37.91 feet along the arc of a 82.50 foot radius curve to the left
(center bears North $03^{\circ}17'01''$ West and the chord bears North $73^{\circ}33'05''$ East 37.58 feet with a
central angle of $26^{\circ}19'48''$);
thence North $60^{\circ}23'11''$ East 20.00 feet;
thence South $29^{\circ}36'49''$ East 39.38 feet to the point of beginning.

Contains 260,264 Square Feet or 5.975 Acres

EXHIBIT B

QUITCLAIM DEED

When Recorded Please Return to:
Draper City
1020 East Pioneer Road
Draper, UT 84020

QUITCLAIM DEED

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (hereafter "GRANTOR") hereby QUITCLAIMS to DRAPER CITY, a municipality and political subdivision of the State of Utah (hereafter "GRANTEE"), all of Grantor's interest in the following described real property situated in Salt Lake County, State of Utah:

Beginning at a point being South 01°14'35" East 1,376.78 feet along the section line and West 426.25 feet from the North Quarter Corner of Section 7, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 60°30'05" West 2,405.43 feet;
thence Southwesterly 545.34 feet along the arc of a 755.00 foot radius curve to the left (center bears South 29°30'20" East and the chord bears South 39°48'07" West 533.56 feet with a central angle of 41°23'06");
thence South 19°06'33" West 242.28 feet;
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thence North 52°19'41" West 14.93 feet;
thence North 37°08'50" East 60.64 feet;
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thence Northeasterly 123.40 feet along the arc of a 1,462.92 foot radius curve to the left (center bears North 57°00'44" West and the chord bears North 30°34'17" East 123.36 feet with a central angle of 04°49'58");
thence North 26°55'55" East 83.85 feet;
thence Northeasterly 33.48 feet along the arc of a 183.29 foot radius curve to the right (center bears South 63°57'58" East and the chord bears North 31°15'58" East 33.43 feet with a central angle of 10°27'51");
thence North 18°40'49" East 190.31 feet;
thence North 16°39'18" East 109.76 feet;
thence Northeasterly 311.84 feet along the arc of a 830.00 foot radius curve to the right (center bears South 73°20'42" East and the chord bears North 27°25'05" East 310.00 feet with a central angle of 21°31'35");

thence North 38°10'52" East 79.85 feet;
 thence North 32°43'48" East 125.99 feet;
 thence North 43°50'20" East 21.33 feet;
 thence North 29°52'47" East 28.30 feet;
 thence Northeasterly 166.28 feet along the arc of a 387.00 foot radius curve to the right
 (center bears South 60°07'13" East and the chord bears North 42°11'20" East 165.01 feet with a
 central angle of 24°37'07");
 thence North 54°29'54" East 23.08 feet;
 thence North 60°17'46" East 202.11 feet;
 thence North 60°31'33" East 903.85 feet;
 thence North 66°12'18" East 15.43 feet;
 thence Northeasterly 29.40 feet along the arc of a 295.00 foot radius curve to the left
 (center bears North 23°47'42" West and the chord bears North 63°20'59" East 29.39 feet with a
 central angle of 05°42'38");
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 thence North 29°30'20" West 2.38 feet;
 thence North 60°31'42" East 179.64 feet;
 thence Northeasterly 59.21 feet along the arc of a 217.50 foot radius curve to the right
 (center bears South 18°52'52" East and the chord bears North 78°55'04" East 59.03 feet with a
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 thence North 86°42'59" East 75.98 feet;
 thence Northeasterly 37.91 feet along the arc of a 82.50 foot radius curve to the left
 (center bears North 03°17'01" West and the chord bears North 73°33'05" East 37.58 feet with a
 central angle of 26°19'48");
 thence North 60°23'11" East 20.00 feet;
 thence South 29°36'49" East 39.38 feet to the point of beginning.

Contains 260,264 Square Feet or 5.975 Acres

The conveyance made herein is subject to, and only for so long as, such property shall be
 dedicated and used as a public road. In the event the property shall not be so dedicated, or shall
 at any time cease to be a public road, the property shall revert to Grantor without further action
 being required of the parties.

GRANTOR

UTAH TRANSIT AUTHORITY

By _____
Its: Jerry Benson, President & CEO

Approved as to Form:

Legal Counsel

By _____
Its: Paul Drake, Senior Manager Real Estate & TOD

STATE OF UTAH)
 :ss
COUNTY OF _____)

The foregoing instrument was acknowledged to me this ____ day of _____ by Jerry Benson and Paul Drake, the President & CEO, and Sr. Manager Real Estate & TOD respectively of Utah Transit Authority.

Notary Public



Draper Highline Disposition

Bob Biles & Paul Drake

Context



- Draper City has proposed to purchase approximately 6 acres of property for right-of-way
- UTA acquired the property from Union Pacific Railroad with land grant restrictions
- Location has been contemplated as a future TRAX station
- Proposed conveyance would not affect UTA's ability to construct rail or a station within remaining corridor
- Corporate Policy 2.2.1 Section III(B) requires UTA Board approval to dispose of property in excess of \$500,000

UTA Objectives



- Receive fair market value for property
- Optimize location for potential transit hub
- Support economic development efforts of Draper City

Board Action



Approve the sale of roughly 6 acres of property to Draper City for \$2,995,000 per the terms of the Purchase and Sale Agreement

Context Map



Staker-Gardner Site Plan





Stakeholders



Buyer

Draper City

Seller

Utah Transit Authority

Developer
(Adjacent Property)

Gardner Company

Real Estate Policy



If it is determined that, *“after appropriate review, that another government entity has a need or desire for any of such property, then the property may be conveyed to such government entity for value roughly equivalent to the appraised value of the property to be conveyed”*.

- Corporate Policy No. 2.2.1, Section III (E)

Appraised Value



Reconciliation of Land Value		
SF x Price / SF = Value		
Total SF	Price / SF	Value
260,264	\$11.50	\$2,993,036
Rounded		\$2,995,000

*Original purchase price = \$390,396 (\$1.50/sf)

Purchase & Sale Agreement



- Draper City to:
 - pay appraised market value (\$2,995,000)
 - accept property as-is
 - participate in completion of Station Area Plan
- Property to be used only for roadway, trail, or other transportation-related improvements

Benefits to UTA



- Liquidate land with no other permitted use
- Influence land use around potential future station
- Support Draper City's economic development efforts

Board Action



Approve the sale of roughly 6 acres of property to Draper City for \$2,995,000 per the terms of the Purchase and Sale Agreement

VAN DRIMMELEN & ASSOCIATES, INC.
REAL ESTATE APPRAISERS / CONSULTANTS

**AN APPRAISAL REPORT OF
±5.435 ACRES OF VACANT LAND**

**LOCATED AT
65 EAST HIGHLAND DRIVE
DRAPER, UTAH**



PREPARED FOR
UTAH TRANSIT AUTHORITY
Attn: Mr. Derrick Sorensen
Manager – Property Acquisitions/Dispositions

PREPARED BY
Eric Van Drimmelen, MAI
Certified General Appraiser

DATE OF VALUATION
AS IS - March 15, 2017

DATE OF REPORT
March 29, 2017

VAN DRIMMELEN & ASSOCIATES, INC.
REAL ESTATE APPRAISERS / CONSULTANTS

March 29, 2017

Utah Transit Authority
Attn: Mr. Derrick Sorensen
Manager – Property Acquisitions/Dispositions
699 West 200 South, Salt Lake
City, Utah 84101

Re: An appraisal report of ±5.435 acres of vacant land, located at ±65 East Highland Drive, Draper, Utah. Appraiser File #667ev317.

Dear Mr. Sorensen:

At your request, I have prepared the attached Appraisal Report on the above referenced property. As per the engagement letter, I have provided an opinion of the market value As Is of the fee simple interest. After inspecting the subject property, pertinent market data were gathered and used for a comparative analysis. This was done to formulate an opinion of the market value of the indicated interests. An appraisal analysis was then completed in accordance with Standards Rule 1 of the Uniform Standards of Professional Practice (USPAP).

The results of the appraisal have been prepared as an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of USPAP. The attached report presents a discussion of the data, reasoning, and analyses that were used in the appraisal process to develop an opinion of market value of the indicated interests. The depth of discussion contained in this report is specific to the needs of the client. Finally, this appraisal report conforms with, and is subject to, the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics, and the Standards of Professional Appraisal Practice of the Appraisal Institute.

As demonstrated within the attached appraisal report, I am of the opinion that the market value as is of the fee simple interest (as defined in the attached Report and subject to the definitions, certifications and assumptions set forth in the attached Report), as of March 15, 2017, is:

TWO MILLION SEVEN HUNDRED TWENTY-FIVE THOUSAND DOLLARS
\$2,725,000

The use of this appraisal report, by the client or by a third party, will mean acceptance of all assumptions and limiting conditions contained in the Letter of Transmittal, Preface, and attached report. The appraiser is not responsible for unauthorized use of this report.

Mr. Derrick Sorensen
March 29, 2017
Page 2

The Utah Transit Authority (UTA) owns a 200 foot railroad corridor in Draper near 65 East Highland Drive in Draper, Utah. Draper Highline and Draper City would like to use a portion of UTA's corridor for a roadway that will be dedicated to the City. Part of this property is already encumbered by a Rocky Mountain Power Easement. The sale or dedication will be subject to this easement. This property is part of the corridor that will eventually extend the North South Trax line into Utah County. At this location, Draper Highline would also like UTA to place a station. Subject to further negotiations, UTA may dedicate this property to Draper City for a roadway. The purpose of the appraisal is to determine value of the portion of the UTA railroad corridor to accommodate the road per the development plans. According to the legal description provided by the client, the area of land appraised is 236,752 square feet, or 5.435 acres. The parcel is within Salt Lake County Parcel 34-07-503-001. The current owner is the Utah Transit Authority (UTA). UTA is the client and intended user of this report.

The conclusions herein and concluded market value are subject to the general assumptions and limiting conditions, and specific extraordinary assumptions stated in the report and/or itemized in the preface section of this document. It is important that the reader of this report review and understand all general and specific assumptions and limiting conditions.

This report has been prepared primarily for your use. As is customary in assignments of this nature, neither my name, my company name, nor the material submitted may be included in any prospectus, in newspaper publicity, or as part of any printed material; or used in offerings or representations with the sale of securities or participation interests to the public.

I trust the attached document is sufficient to accomplish its intended function. Please call if I may be of further assistance. Your attention is invited to the attached appraisal report, which provides a summary of the data collected and the methods used to formulate an opinion of the market value of the above indicated interests on the above-described property.

Respectfully submitted,



Eric Van Drimmelen, MAI

Utah State Certified General Appraiser Certificate #5463327-CG00, Expires 5-31-18
--

Enc.

Appraisal Report Preface

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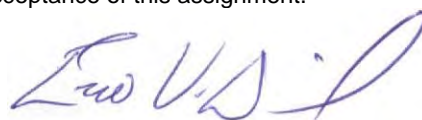
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Certification of Value

Re: An appraisal report of ±5.435 acres of vacant land, located at ±65 East Highland Drive, Draper, Utah. Appraiser File #667ev317.

I certify that to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property appraised that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The Appraisal Assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
8. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice* (USPAP).
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. I have made a personal inspection of the property that is the subject of this report.
12. No other persons provided real property appraisal assistance to the person(s) signing this report.
13. I have complied with the Appraisal Standards of USPAP and the Appraisal Institute in conducting the research and analysis, and in formulating the value conclusion(s) contained in this report.
14. The Ethics Rule of the Uniform Standards shall be enforced solely by enforcement of the Code of Professional Ethics under the existing enforcement procedures of the Appraisal Institute.
15. As of the date of this report, I am licensed by the State of Utah, Department of Commerce, Division of Real Estate. Under the state's licensing regulations, I am a Certified General Appraiser and my license has not been revoked, suspended, canceled, or restricted.
16. As of the date of this report, Eric Van Drimmelen, MAI has completed the requirements of the continuing education program of the Appraisal Institute.
17. The undersigned hereby acknowledge that he has the appropriate education and experience to complete the assignment in a competent manner. The reader is referred to the appraiser's statement of qualifications found in the addenda of this report.
18. I have performed no other services as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.



March 29, 2017
Date Signed

Eric Van Drimmelen, MAI

Utah State Certified General Appraiser Certificate #5463327-CG00, Expires 5-31-18
--

Assumptions And Limiting Conditions

1. This Appraisal Report is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. For purposes of this appraisal, any marketing program for the sale of the property would assume cash or its equivalent.
3. No detailed soil studies covering the subject property were available for this appraisal. It is therefore assumed that soil conditions are adequate to support standard construction consistent with highest and best use.
4. The date of value to which the conclusions and opinions expressed in this report apply, is set forth in the letter of transmittal. Further, the dollar amount of any value opinion rendered in this report is based upon the purchasing power of the American dollar existing on that date.
5. The appraiser assumes no responsibility for economic or physical factors which may affect the opinions in this report which occur after the valuation date.
6. The appraiser reserve the right to make such adjustments to the analyses, opinions and conclusions set forth in this report as may be required by consideration of additional data or more reliable data that may become available.
7. No opinion as to title is rendered. Data relating to ownership and legal description was obtained from the client or public records and is considered reliable. Title is assumed to be marketable and free and clear of all liens, encumbrances, easements and restrictions except those specifically discussed in the report. The property is appraised assuming it to be under responsible ownership and competent management, and available for its highest and best use.
8. If no title policy was made available to the appraiser and I assume no responsibility for such items of record not disclosed by customary investigation.
9. The appraiser assumes no responsibility for hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for arranging for engineering studies that may be required to discover them.
10. The property is appraised assuming it to be in full compliance with all applicable federal, state, and local environmental regulations and laws, unless otherwise stated.
11. The property is appraised assuming that all applicable zoning and use regulations and restrictions have been complied with, unless otherwise stated.

ASSUMPTIONS AND LIMITING CONDITIONS, Continued

12. The property is appraised assuming that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based, unless otherwise stated.
13. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separated allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
14. No engineering survey has been made by the appraiser. Except as specifically stated, data relative to size and area was taken from sources considered reliable and no encroachment of real property improvements is considered to exist.
15. No opinion is expressed as to the value of subsurface oil, gas or mineral rights or whether the property is subject to surface entry for the exploration or removal of such materials except as is expressly stated.
16. Maps, plats and exhibits included in this report are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from the report.
17. No opinion is intended to be expressed for matters which require legal expertise or specialized investigation or knowledge beyond that customarily employed by the real estate appraisers.
18. Possession of this report, or copy of it, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.
19. Testimony or attendance in court or at any other hearing is not required by reason of rendering this appraisal, unless such arrangements are made a reasonable time in advance.
20. The appraisers have personally inspected the subject property and found no obvious evidence of structural deficiencies, except as may be stated in this report; however, no responsibility for hidden defects or conformity to specific governmental requirements, such as fire, building and safety, earthquake or occupancy codes can be assumed without provision of specific professional or government inspections.
21. Unless otherwise noted, no consideration has been given in this appraisal to the value of the property located on the premises which is considered by the appraisers to be personal property, nor has consideration been given to the cost of moving or relocating such personal property; only the real property has been considered.
22. Information obtained for use in this appraisal is believed to be true and correct to the best of our ability; however, no responsibility is assumed for errors or omissions, or for information not disclosed which might otherwise affect the valuation estimate.
23. Unless otherwise stated in this report, the appraisers signing this report have no knowledge concerning the presence or absence of toxic materials in the improvements and/or hazardous waste on the land. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them.

ASSUMPTIONS AND LIMITING CONDITIONS, Continued

24. Disclosure of the contents of this appraisal report is governed by the Bylaws and Regulations of the Appraisal Institute.
25. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the appraisers.
26. The indicated market value "as is" is based on current market conditions as of the time the report was prepared. The appraiser cannot be held responsible for unforeseeable events that alter market conditions subsequent to the effective date of the appraisal.
27. An extraordinary assumption is made that the information received from the owner/borrower, client and government officials concerning the history of the property, and all other pertinent information received and that has been relied on to formulate an opinion of market value is true and correct.
28. In the future, demand for real property will be largely influenced by the economic conditions and interest rates. Any values shown in this report assumes that demand will not differ dramatically from current trends over the next several years and that interest rates will not rise dramatically. If economic conditions weaken or decline and/or interest rates rise significantly, any values shown in this report would likely decrease. A concerted effort has been made to consider current market trends.
29. There is no evidence of environmental problems associated with the subject. The client has not provided a copy of a Phase I Environmental Site Assessment. This analysis assumes that no environmental hazards/contamination exists on the subject premises. If environmental hazards/contamination were to be found on site, the final value estimate would need to be re-evaluated. Review of a complete Phase I environmental assessment specific to the subject property, performed by a qualified engineer/firm is recommended.
30. A GIS aerial overlay and wetland study indicating the existence of wetlands was not provided. There is no evidence of wetland areas contained within the subject site. An extraordinary assumption is made that there are no wetland areas contained within the subject.
31. Soil studies have not been made available for this appraisal. Therefore, soil stability is assumed to be adequate for slab on grade construction. Review of a geo-technical investigation prepared by a qualified engineer/firm is recommended.

CONSIDERATION OF HAZARDOUS SUBSTANCES IN THE APPRAISAL PROCESS

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraisers become aware of such during the appraiser's inspection. The appraisers have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisers, however, are not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No

responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in estimating the value of the Property.

SPECIFIC EXTRAORDINARY ASSUMPTIONS

Referencing the 2016-2017 Uniform Standards of Professional Appraisal Practice, an *extraordinary assumption* is "an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions."

1. The subject comprises a portion of a larger parcel. As defined herein, the subject comprises a portion of Salt Lake County Tax ID 34-07-503-001. An extraordinary assumption is made that the subject property can be subdivided from the larger parcel and developed with the adjoining land to the south.

Summary of Salient Facts and Conclusions

<u>Type of Property Appraised:</u>	±5.435 acres of vacant land
<u>Location/Address:</u>	65 East Highland Drive, Draper, Utah
<u>Purpose of the Appraisal:</u>	Estimate the Market Value - As Is of the fee simple interest.
<u>Property Rights Appraised:</u>	Fee simple
<u>Owner(s) of Record:</u>	Utah Transit Authority
<u>Parcel Numbers:</u>	34-07-503-001 (portion)
<u>Site Summary:</u>	
<u>Location:</u>	On the north side of Highland Drive at approximately 65 East
<u>Land Size:</u>	±5.435 acres or ±236,752 square feet
<u>Shape/Topography:</u>	Rectangular/Level/sloping
<u>Flood Zoning:</u>	Flood Zone X
<u>Adverse Site Conditions:</u>	None noted.
<u>Zoning:</u>	CSD-Highline
<u>Highest and Best Use:</u>	
<u>As Vacant</u>	Low intensity commercial/storage facility and/or medium density residential
<u>Reconciled Market Values:</u>	
<u>Market Value - As Is</u>	\$2,725,000
<u>Date of Inspection:</u>	March 15, 2017
<u>Date of Valuation:</u>	
<u>As Is:</u>	March 15, 2017
<u>Date of the Report:</u>	March 29, 2017
<u>Exposure Time:</u>	6-12 Months
<u>Marketability of the Subject:</u>	The subject property, as is, is considered marketable and the marketing time is estimated to be within a 12-month period.

AERIAL OF SUBJECT



North is Up ↑

****Outlined Boundaries are in Yellow and are Approximate****

Factual Information

Introduction

CLIENT: Utah Transit Authority
Attn: Mr. Derrick Sorensen
Manager – Property Acquisitions/Dispositions
699 West 200 South, Salt Lake City, Utah 84101

APPRAISER: Eric Van Drimmelen, MAI
Van Drimmelen & Associates, Inc.
774 East 2100 South
Salt Lake City, Utah 84106

SUBJECT: ±5.435 acres of vacant land
65 East Highland Drive, Draper, Utah

Purpose of the Appraisal

The purpose of this appraisal is to estimate the Market Value - As Is of the fee simple interest as of the effective valuation dates.

Market value is defined by the Rules and Regulations, Federal Register, as follows.

- Definition of Market Value. The market value of the property rights appraised is defined as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from the seller to buyer under conditions whereby:

- A. buyer and seller are typically motivated;*
- B. both parties are well informed or well advised, and acting in what they consider their own best interest;*
- C. a reasonable time is allowed for exposure in the open market;*
- D. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*

E. the price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

The foregoing definition stipulates that value reflect cash or cash equivalent terms. The following elaborates on the concept of cash equivalency.

- Definition of Cash Equivalency

In applying this definition of market value, adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs that are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparison to financing terms offered by a third party financial institution that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession, but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.²

Other general appraisal definitions that may be used within the narrative of the report are defined as follows:

- Scope of Work: The type and extent of research and analyses in an assignment.”³
- Extraordinary Assumption: “An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser’s opinions or conclusions.”⁴

¹ Definition of “Market” Value - “Market Value” as defined in the Rules and Regulations, Federal Register, Vol. 55, No. 165, page 34696, as of Friday August 24, 1990, Rules and Regulations, 12 CFR Part 34.42(f).

² Federal National Mortgage Association (FNMA) and the Federal Home Loan Mortgage Corporation (FHLMC).

³ The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice*, 2016-2017 ed. (Washington, D.C.: The Appraisal Foundation 2016) 4.

⁴ IBID

- Hypothetical Condition: “That which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.”⁵
- Appraisal Report: “A written report prepared under Standards Rule 2-2(a).”⁶

Subject Status Appraised

As per the client’s request, the subject is valued in its “As Is” condition as of the date of the inspection, namely March 15, 2017.

- Definition of Value “As Is”

*The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning.*⁷

Intended User

The intended user of this report is the Utah Transit Authority.

Intended Use of the Report

The intended use is for possible dedication purposes.

Property Rights/Interest(s) Appraised

As per the request of the client, the property right/interest appraised is the fee simple estate. This is defined as follows:

⁵ IBID

⁶ IBID.

⁷ The Dictionary of Real Estate Appraisal, (Fifth Edition) The Appraisal Institute, Chicago, Illinois, 2010.

- Definition of Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.⁸

Personal Property (FF&E) and Intangible Items

The appraisal includes the value of the real property only. There are no Furniture, Fixtures and Equipment (FF&E) or intangible items included herein.

Effective Date(s) of Valuation

The property was last inspected on March 15, 2017, which is the date of valuation – As Is.

Scope of the Appraisal

To formulate the opinion(s) of value, the appraiser performed all applicable approaches as defined by the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice.⁹ The report has been prepared in compliance with reporting requirements established by USPAP and Federal Regulations. An appraisal analysis is completed in accordance with Standards Rule 1 of the Uniform Standards of Professional Practice (USPAP). The results of the appraisal have been prepared as an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of USPAP. This appraisal report conforms with, and is subject to, the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics, and the Standards of Professional Appraisal Practice of the Appraisal Institute.

The subject site was inspected on March 15, 2017. The size and location of the land appraised was determined from the legal descriptions provided by UTA, information from

⁸ The Appraisal of Real Estate, (thirteenth edition) The Appraisal Institute, Chicago, Illinois, 2008, pg. 111.

⁹ Uniform Standards of Professional Appraisal Practice, Appraisal Foundation, 2016-2017 Edition.

the Salt Lake County Assessor's and Recorder's offices, and exhibit maps provided by UTA. After which, comparable land sales were gathered to assist in estimating the indicated market value of the subject property.

In preparing this appraisal the following specific steps were taken:

1. Preliminary market and property data were gathered.
2. A property inspection was made by Eric Van Drimmelen, MAI.
3. Area, market and property data including zoning, tax, flood, earthquake, traffic count, and property information were obtained from various sources.
4. Comparable land sales were gathered from various sources, including the following:
 - Multiple Listing Service (MLS)
 - LoopNet/Internet
 - County/Public Records
 - Conversations with local brokers, appraisers, investors and owners
 - Internal data from the appraiser's files

Every effort was made to find properties similar to the subject in age, size, location and overall comparability.

5. The highest and best use is determined for the property.
6. All applicable methods of valuation are completed based on the highest and best use of the site.
7. Final opinion of value concluded and reconciled.
8. The exposure and marketing times were finally analyzed to determine an appropriate exposure and marketing period for the subject based on the concluded value.

This report is intended to satisfy all requirements of an Appraisal Report. The primary objective is to arrive at value conclusions that would be considered reasonable and well documented by a disinterested third party. This appraisal report provides a discussion of the applicable data, analyses and conclusions.

Utah is a nondisclosure state in that sale prices are not reported to the governing agency when recorded. All comparable data used in this report were confirmed with either the buyer, the seller, the broker, or other persons with firsthand knowledge of the transaction. No other individuals provided real property appraisal assistance to the person(s) signing this report.

Identification Of Property

ADDRESS:	65 East Highland Drive, Draper, Utah.
LOCATION:	On the north side of Highland Drive at approximately 65 East.
PARCEL NUMBER(S):	34-07-503-001 (eastern portion)
OWNER(S) OF RECORD:	Utah Transit Authority
LEGAL DESCRIPTION:	The legal description is provided by UTA and is as follows:

Legal Description of Property

Highline UTA Roadway Parcel

Beginning at a point being South 01°14'35" East 1,407.58 feet along the section line and West 481.30 feet from the North Quarter Corner of Section 7, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 60°31'42" West 2,341.26 feet;

thence Southwesterly 236.83 feet along the arc of a 755.00 foot radius curve to the left (center bears South 29°28'18" East and the chord bears South 51°32'31" West 235.86 feet with a central angle of 17°58'21");

thence North 29°52'47" East 160.38 feet;

thence Northeasterly 206.79 feet along the arc of a 387.00 foot radius curve to the right (center bears South 60°07'13" East and the chord bears North 45°11'13" East 204.33 feet with a central angle of 30°36'53");

thence North 60°29'40" East 2,045.53 feet;

thence Easterly 226.57 feet along the arc of a 237.00 foot radius curve to the right (center bears South 29°30'20" East and the chord bears North 87°52'55" East 218.04 feet with a central angle of 54°46'31") to the point of beginning.

Contains 236,752 Square Feet or 5.435 Acres

Recent History of the Property

The owner of record is the Utah Transit Authority (UTA). The Utah Transit Authority (UTA) owns a 200 foot railroad corridor in Draper near 65 East Highland Drive in Draper, Utah. Draper Highline and Draper City would like to use a portion of UTA's corridor for a roadway that will be dedicated to the City. Part of this property is already encumbered by a Rocky Mountain Power Easement. The sale or dedication will be subject to this easement. This property is part of the corridor that will eventually extend the North South Trax line into Utah County. At this location, Draper Highline would also like UTA to place a station. Subject to further negotiations, UTA may dedicate this property to Draper City

for a roadway. The purpose of the appraisal is to determine value of the portion of the UTA railroad corridor to accommodate the road per the development plans. According to the legal description provided by the client, the area of land appraised is 236,752 square feet, or 5.435 acres. The parcel is within Salt Lake County Parcel 34-07-503-001.

I am unaware of any listings, sales or offers for the subject property within the last 5 year period.

Real Estate Taxes & Assessments

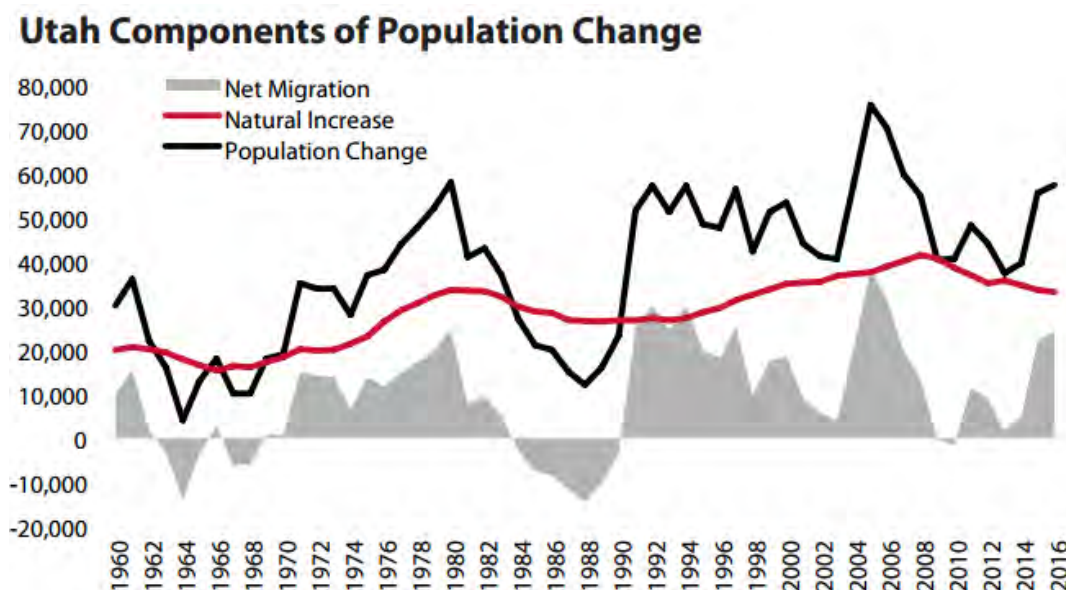
For taxation purposes, the appraised property is under the jurisdiction of Salt Lake County. The subject parcel is tax exempt.

Area Information

There are social, economic, governmental, and environmental forces, which influence the value and marketability of the subject of this of this report. A synopsis of the State of Utah and Wasatch Front markets are analyzed below. A more specific analysis of the subject neighborhood will follow in the summary of neighborhood information section.

Population Trends/Demographics:

According to the U.S. Census Bureau, Utah's population estimate as of July 1, 2016 was estimated at 3,051,217, an increase of 1.8% from 2015 at 2,995,919. Annual changes in population are comprised of two components: natural increase and net migration. In 2016, Utah had 50,573 births, below the record of 55,357 set in 2008. Deaths in 2016 totaled 17,445. The resulting natural increase of 33,128 persons accounted for 58 percent of Utah's population growth in 2016. Net in-migration in 2016 was 24,274, or 42 percent of the state's total population growth up from last year's net in-migration of 15,487 people, or 30.1 percent of the total population increase.



Source: 2017 Utah Economic Report to the Governor

Utah currently ranks 31st in the nation in population size. Utah also has the highest share of both the preschool and school age group in the nation at 8.4 percent and 22.1 percent, respectively. Utah also ranks #1 in the nation in average household size at 3.17 persons per household, as compared to 2.65 persons per household for the U.S.

Utah is an urban state, meaning that population is very spatially concentrated. According to the 2010 Census, the most recent data on the urban population, 91 percent of Utah's population lives in an urban setting, making Utah the ninth most urban state in the nation. Salt Lake, Utah, Davis, and Weber counties, the four most populated counties, are home to 2,300,551 people, or 75.3 percent of Utah's total population.

The 2017 Economic Report to the Governor (ERG) projects that Utah will continue to experience population growth at a rate higher than most states in 2017 on account of immigration and strong natural increase. Natural increase (births minus deaths) is anticipated to add approximately 36,477 people to Utah's population in 2017.

Employment:

According the 2017 ERG report, Utah's labor market performed exceptionally well in 2016, ending the year with an unemployment rate at 3.4 percent and job growth at approximately 3.5 percent. Utah employers created roughly 49,500 jobs in 2016. It is reported that this is essentially the same number created in 2015, which is surprising to most local economists who were expecting a slight slow-down anticipating capacity constraints from tightening labor markets.

The 2017 ERG report also stated that "every industry but Mining, Oil, and Gas added jobs in 2016. Despite 2015 predictions, the effects of oil prices continued to cause job shedding in the first half of the year, then some gains occurred in the latter half, netting the industry essentially zero change overall. In contrast, significant gains were experienced in industries such as Construction, which grew by 6.8 percent, Leisure and Hospitality, which grew at 6.1 percent, and Professional and Business Services, growing at 5.4 percent. This mix of fastest growing industries exemplifies the robust economic conditions

of the state, with incomes increasing, housing in high demand, and the tech sector blossoming.”

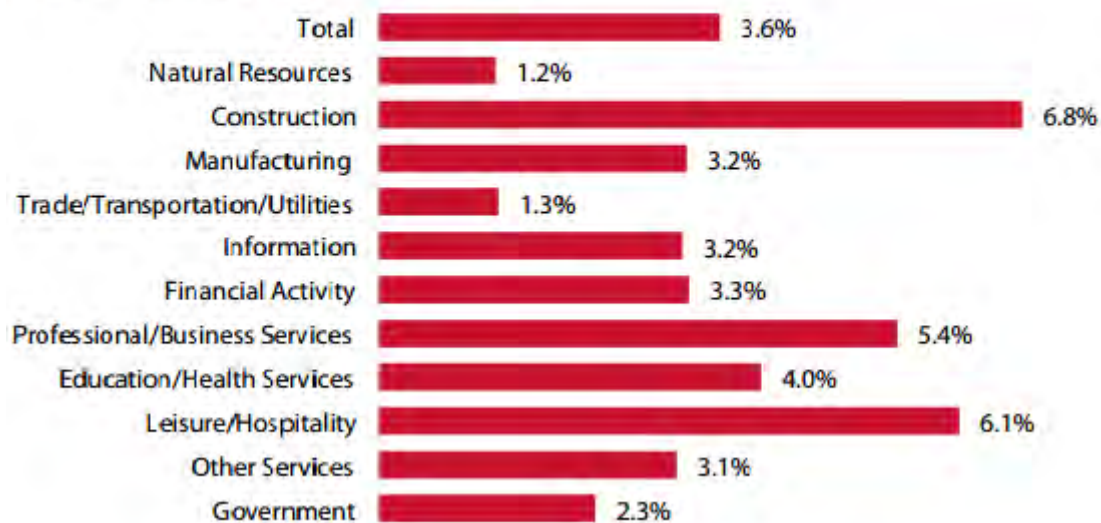
States with Strongest Job Growth 2016



Source: 2017 Utah Economic Report to the Governor

Utah Nonfarm Industry Profiles 2016

Employment Percent Change



Source: 2017 Utah Economic Report to the Governor

With regard to the 2017 outlook, the 2017 ERG report summarizes that “With a new national administration poised to take the helm at the beginning of 2017, the potential for change leaves forecasters somewhat muddled as to what may create head- or tailwinds at the federal level. Key economic indicators that will likely play a role in shaping the 2017 economy include inflation, interest rates, and the value of the dollar. Kept in balance, these indicators will only play out in the background of our thriving Utah economy. However, if balance isn’t achieved, a sharp run for any of those measures could hinder business investment and hiring by Utah employers.”

It is projected that continued in-migration and a full education pipeline will likely ease any natural labor shortages in high-skilled or specialized work. Utah has managed to avoid much of the negative impacts of tight labor markets in 2016 and current trends indicate that 2017 could be equally successful.

Personal Income:

Utah’s total personal income in 2016 was estimated at \$124.5 billion, an increase of 5.7 percent over 2015. Utah’s estimated 2015 per capita income was \$40,864, up 4.0 percent from the 2015 level of \$39,308. This 2016 growth rate is slightly higher than the average annual state growth rates of 5.5 percent for total personal income and 3.9 percent for per capita income during the 2012 to 2015 period. In the last two years, Utah’s growth in per capita personal income has been significantly higher than that of the U.S. economy as a whole.

Taxable Sales:

According to the 2017 ERG report, Utah total taxable sales in 2016 continued to grow. Growth was steady, increasing by approximately 4.4 percent to an estimated \$56.3 billion. A strong labor market and consumer spending were considered some of the primary drivers of growth. Historically low interest rates, a strong tourism industry, and low motor fuel prices were also drivers of growth. Growth in 2016 retail sales and taxable services is estimated at 5.0 percent and 4.7 percent, respectively, while business investment purchases are estimated to decline by 1.9 percent.

Retail sales are a good indicator of economic activity, performing well during times of economic expansion and poorly during times of recession. Growth in taxable retail sales in the last six years has been steady, varying between 5.0 to 7.9 percent. In 2016, retail sales and taxable services is estimated at 5.0 percent and 4.7 percent, respectively, while business investment purchases are estimated to decline by 1.9 percent.

According to ERG, “the trend of steady growth is forecasted to continue in 2017. Total taxable sales are expected to increase by 5.0 percent. Higher forecasted growth in total taxable sales in 2017 can be partially attributed to a forecasted rebound in business investment purchases. After two straight years of decline, 2017 business investment purchases are forecasted to increase by 4.8 percent as declines in the oil and gas and mining industries level out. In 2017 retail sales are projected to grow by 5.1 percent and taxable services are projected to increase by 4.9 percent. Forecasted growth can be attributed to healthy economic fundamentals. High consumer confidence and moderately strong growth in employment, total wages, and consumer expenditures are all contributing factors to increasing taxable sales.” However, the report makes certain to note that “forecasted growth in 2017 is barring any significant deterioration in the broader macro-economic environment.” Forecasts are sensitive to changes in economic and political conditions such as monetary policy decisions, national political climate, commodity prices, and geopolitical instability, to name a few.

Construction:

The value of permit-authorized construction in 2016 in Utah is estimated at \$7.5 billion, an all-time high in current dollars and the fourth highest year ever in inflation-adjusted dollars. Only the three years preceding the Great Recession 2006-2007 had higher levels of permit authorized construction value. This estimate includes the value of residential, and nonresidential construction and additions, alterations and repairs.

Residential construction is the largest sector in the construction industry. In 2016 the value of residential construction increased to \$3.9 billion, 3 percent lower than 2015. The

number of residential units receiving building permits however, increased from 17,629 in 2015 to approximately 19,000 in 2016. The impact of a greater number of residential units in 2016 on total residential value was more than offset by a decline in the average permit value, hence the slight decline in total value in 2016. Single-family construction increased to 10,800 units from 9,900 units in 2015 while the number of multifamily units increased from 7,500 in 2015 to 8,000 in 2016.

With regard to the recovery of the Utah housing market, the 2017 ERG report states that “home building in 2016 continued its gradual but steady recovery from the Great Recession. It has been six years since residential construction established the current cycle’s trough in 2010. Typically, six years after the trough construction has fully recovered to the prerecession peak. In this cycle however, despite historically low interest rates, the recovery is only at about 67 percent of the pre-recession peak. —19,000 new residential units in 2016 versus 28,300 units in 2005.”

The 2017 ERG report further states: “while the home building recovery has been slower than expected the number of new residential units in 2016 was well below the increase in new households as estimated by demographers at the Kem C. Gardner Policy Institute. The estimated increase in households in Utah in 2016 was 26,800, that’s 7,800 more households than housing units. Typically, the number of new housing units exceeds the increase in households by about ten percent due to vacancies and second homes. This has been the case over the past forty years. But in the last few years the increase in households has been greater than the increase in housing units, which explains, at least in part, the tight housing market. A market characterized by very low apartment vacancy rates and rising rental rates as well as a limited number of “for sale” listings of existing homes. Home builders also complain that labor shortages, land availability, and municipal regulations are creating bottlenecks that are reducing the supply of new homes. These market conditions strongly suggest that Utah may have a housing shortage, which limits housing opportunities for both renters and homebuyers.”

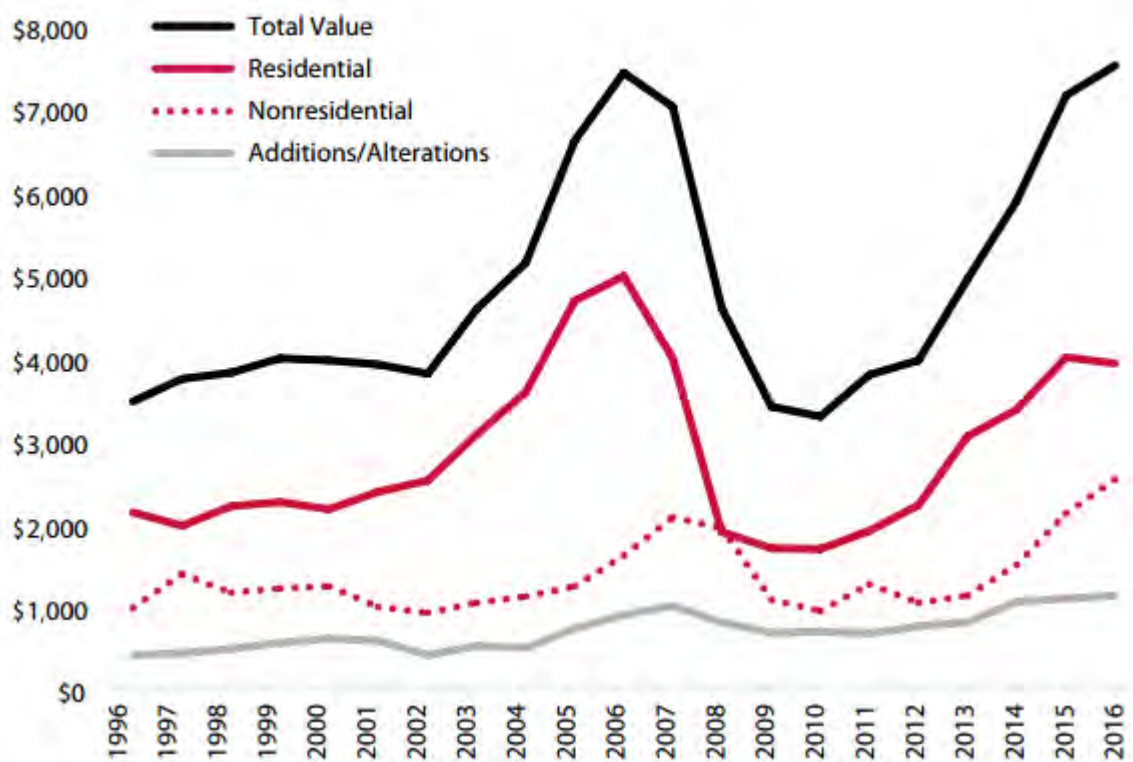
The most significant increase in construction activity in 2016 was in nonresidential construction, which was up nineteen percent over 2015. Total value of nonresidential construction hit a historic high of \$2.5 billion in 2016, four percent above the previous high of \$2.4 billion in 2007 (inflation adjusted). According to the ERG report, “Utah’s nonresidential construction sector was led by hospital construction. Permits were issued for over \$500 million in hospital construction including the \$148 million expansion of the Dixie Regional Medical Center in St. George and the \$214 million expansion of the Utah Valley Hospital in Provo. Construction values for other major sectors were \$350 million for office buildings, \$270 million for retail buildings, and \$265 million for industrial buildings.”

The 2017 forecast for the value of permit authorized construction in Utah is \$7.35 billion, off about two percent from 2016. The value of residential construction is expected to increase by fourteen percent to \$4.45 billion. Cost increases will push residential value higher but just as important is the increase in the number of residential units, which is forecast to increase from 19,000 units in 2016 to 20,500 units in 2017. Most of the increase in residential construction will be concentrated in single-family homes, which will be up eleven percent to 12,000 units. Multifamily permits will increase to 8,800 units and the number of cabins will be steady at 200 units.

The value of permit authorized nonresidential construction in 2017 is forecast to decline by twenty-four percent to \$1.9 billion in 2017, still a level of activity well above the annual average since 2000 of \$1.6 billion. In 2017 the traditional sectors of nonresidential construction—office, industrial, retail, hospitals, and churches—will continue to have solid levels of activity, benefitting from Utah’s strong job market and expanding population.

Utah Value of New Construction

(millions)



Source: 2017 Utah Economic Report to the Governor

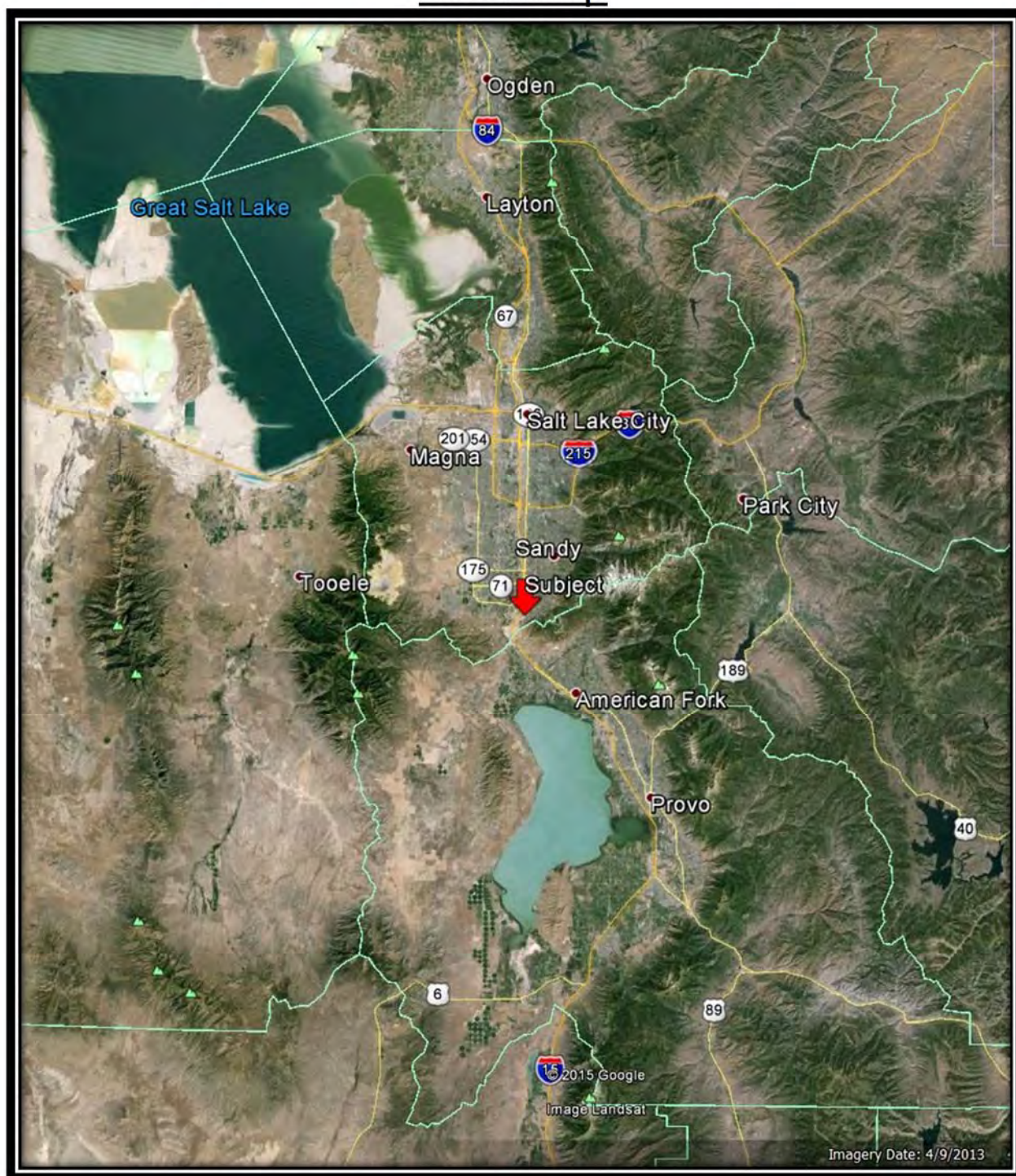
Tourism:

Utah's tourism and travel sector experienced continued economic growth in 2016, including increases in state and local tourism-related tax revenue, leisure and hospitality sales, tourism-related jobs and wages, and a record number of visitors to Utah's 14 ski resorts and five national parks. In 2016, visitors purchased more Utah hotel rooms and spent more money on arts, entertainment, recreation, restaurants and retail than ever before. Tourism remains optimistic for 2017 according to the 2017 ERG report. The report projects a 3 percent increase in tourism-related jobs and wages, a 5 percent increase in tourism-related sales, and a 7 percent increase in tourism-related sales tax revenues.

Conclusion and Outlook:

The economy of Utah in 2016 was healthy and continued to show signs of growth in most sectors of the market. Strong job growth, low employment and rising population all led to a robust economy in 2016. 2017 is expected to show continued growth. Because of Utah's diverse mix of industries, the state economy is expected to mirror trends in the national economy with the exceptions of construction, durable manufacturing, retail, and finance representing a slightly heavier footprint in Utah than in the national landscape. According to the 2017 ERG report, Utah's potential for continued growth is sustainable given that Utah has the third most diverse economy in the nation. Utah continues to attract organizations from across the country and globe, a trend which is expected to continue in 2017. It is important to note that the 2017 ERG report indicates that much of the potential growth for 2017 and continued years will, however, hinge on potential changes in national economic and political factors that would affect macro-economic policy or macro-economic climate.

Area Map



Neighborhood Information

Neighborhood characteristics impact the value of real estate. Therefore, an overview of the subject neighbourhood is presented below.

PROXIMITY: The subject is located within the City of Draper. The subject neighborhood is located approximately fifteen (15) miles driving distance south of the Salt Lake City central business district (CBD). The subject is within an area of Salt Lake County that is experiencing increasing residential and commercial growth during the past ten years.

BOUNDARIES AND ACCESSIBILITY: The boundaries of the subject neighborhood include the southern half of Salt Lake County, south of 7200 South and the northern area of Utah County near the Point of the Mountain. The competitive neighborhood for office space is within about 1 mile of the I-15 corridor. The incorporated areas within the competitive neighborhood include Draper, Sandy and South Jordan.

Interstate 15 is the major north-south freeway for the state and provides linkage to all the major population areas along the Wasatch Front. The closest freeway interchange to the subject is at Highland Drive and I-15 approximately 0.50 mile to the west. Other major roadways into the immediate area include Minuteman Drive, Highland Drive, Bangerter Parkway, Bangerter Highway, 12300 South, 11400 South, Jordan Gateway, 10600 South, State Street, and Lone Peak Parkway. All roads are asphalt paved and publicly maintained. Overall, the accessibility of the neighborhood is rated as average.

JURISDICTION: The neighborhood is within the jurisdictions of the said incorporated cities above and Salt Lake County. The city and county provide all major services and control development within their respective borders.

PUBLIC UTILITIES: All utilities are available in the neighborhood. Listed below is the governing entity for each type of utility.

Utility

Water

Responsible Entity

Municipal

Sewer
Electricity
Natural Gas
Telephone Service

Municipal
Rocky Mountain Power
Questar
Qwest

LAND USE CHARACTERISTICS: The subject is located in an area that has been transitioning over the past ten years from larger tracts of vacant and agriculture land to residential and commercial development. The area comprises a range of residential uses from entry level to upper level homes. New development has increased demand for goods and services in the area, which has increased demand for retail development. Locations around the major interchanges with I-15 have experienced an influx of retail development over the past several years. Office development has also been increasing as demand and growth for residential development has occurred.

Office development for larger corporations has also expanded into the area along the I-15 corridor and near the point of the mountain. The area just south of the Utah/Salt Lake County border has also increased with new office oriented development, including more recent completion of the Adobe building located near the SR-92/I-15 interchange. According to silconslopes.com, companies in this area are adding a potential 3.5 million square feet of office space, or almost twice the size of the Empire State Building. What use to be more vacant land, the Point of the Mountain area is becoming Utah's largest concentration of technology companies. In the last six years, Lehi had a 15.1 percent increase in employment, compared with 3.9 percent state-wide. Adobe completed its 280,000-square-foot headquarters in 2013. Xactware, which makes computer software for the insurance industry, moved into its new 200,000-square foot headquarters in 2014.

The Utah Data Center, also known as the Intelligence Community Comprehensive National Cybersecurity Initiative Data Center, is a data storage facility for the US Intelligence Community that was recently constructed within Bluffdale, adjacent to Camp Williams, to the west of the subject. The structure provides 1.5 million square feet of building area and brought about 200 jobs to the area.

There are several newer office developments to the north of the subject near the I-15 corridor. A new project is a 69-acre development by the Boyer and Gardner companies and constructed by Jacobsen Construction and L&T Construction known as the Draper Pointe office park. This property is located between the IKEA and RC Willey shopping center and the Frontrunner station. There are three buildings at this location. Reportedly about 400,000 square feet was leased within the center within the first year of advertising. It is fully leased.

The Minuteman Office Park is located north of the subject about ½ mile on Minuteman Drive, just east of I-15. The development comprises approximately 300,000 square feet of office space, with new construction on two newer buildings that are smaller, approximately 30,000 square feet. The newest completed Class A building is 110,000 square feet and is approximately 95% leased.

The south of the subject is an office development known as The Pointe. This is an office park comprising 8 building pads. A three story office building was recently completed in this complex.

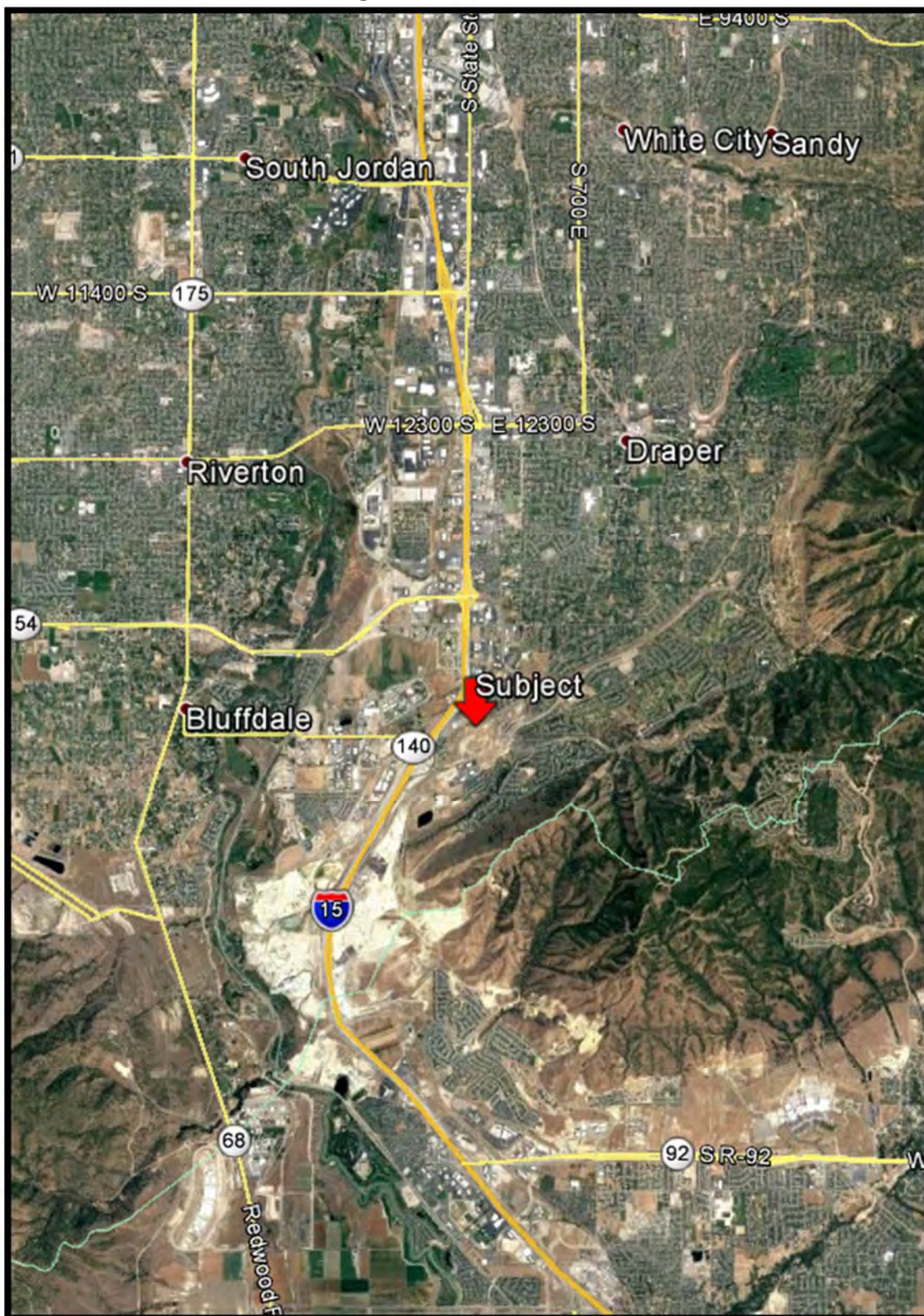
To the west of I-15 near the subject is the Utah State Prison. The prison is to be relocated and this land area will be open for mixed use development.

FUTURE DEVELOPMENT POTENTIAL: At the time of this report there is a variety of potential uses that could be associated with the subject. Any future use should comply with city and/or county zoning and master plan uses in the area. Future development of the subject neighborhood will depend on infill of vacant land close to the city center and the need for additional land due to population growth and development expansion.

The Neighborhood is approximately 85 percent developed. The potential for additional growth will be dependent on future demand and economic conditions. At present, real estate related demand and supply patterns for most types of properties appear to be relatively balanced.

INFLUENCES: No significant detrimental influences were noted. Additional growth is dependent upon future demand, economic conditions and land being available for development. At present, supply and demand patterns pertaining to all types of existing real estate development appear to be relatively balanced.

Neighborhood Map



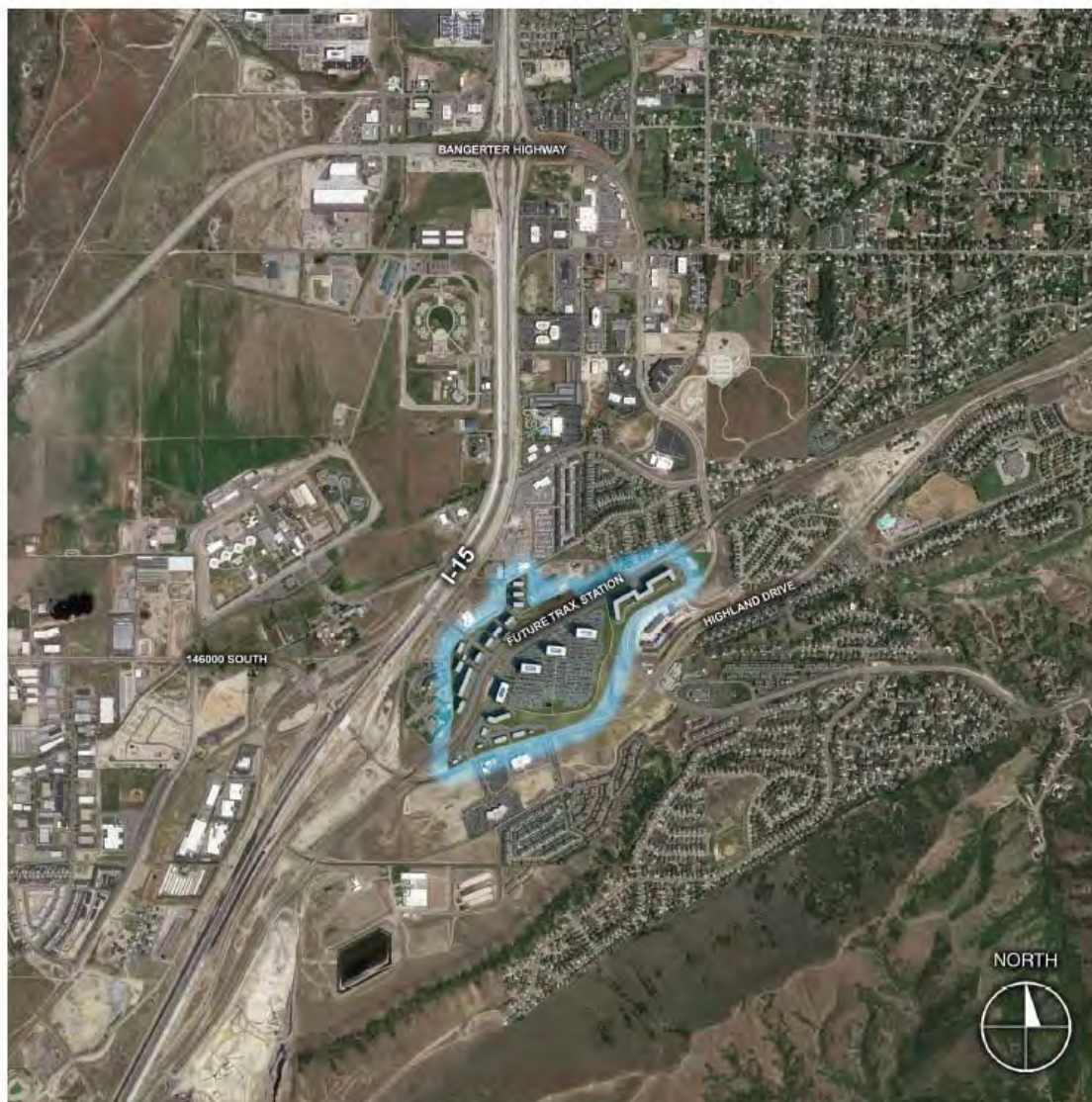
Property/Site Description

The subject parcel currently totals ± 5.435 acres or $\pm 236,752$ square feet and constitutes 34-07-503-001 (Portion), under the taxing jurisdiction of Salt Lake County. The general land description and summary are to follow. Review of an A.L.T.A. Survey of the subject property is recommended.

Site Description Summary					
Location:	± 65 East Highland Drive, Draper, Utah				
Shape:	Rectangular	Excess Area:	None		
Site Size:	± 5.435 acres or $\pm 236,752$ square feet	Topography:	Level/sloping		
Usable Area:	± 5.435 acres or $\pm 236,752$ square feet	Zoning:	CSD-Highline		
Site Information	Excellent	Good	Average	Fair	Poor
Access				√	
Drainage		√			
Function/Utility			√		
Landscaping			√		
Shape			√		
View			√		
Street Frontage			√		
Traffic Pattern			√		
Traffic Volume			√		
Utilities (adequacy of)			√		
Site Information	Yes	No	Site Information	Yes	No
Alley		√	Corner Lot		√
Curb & Gutters		√	Underground Utilities		√
Electric	√		Earthquake Zone		√
Gas	√		Assume Adequate Soils	√	
Lighting	√		Development Limitations		√
Sewer	√		Environmental Issues		√
Sidewalks		√	Easements/Restrictions		See Title Report
Storm/Drain	√		Flood Plain Information		
Street	√		Map No:	49035C0600G	
Water	√		Zone Code:	Flood Zone X ¹ (see description below)	
Telephone	√		Date:	Non Printed	
¹ FEMA defines Zones Flood Zone X as follows: Flood Zone X – "Areas outside the 500-year flood".					

Draper Highland Site Plan (Conceptual)

Site Plan



HIGHLINE
S t a t i o n

Draper Highland Location Map From Marketing Brochure (Conceptual)

Location Map



The Highline Station development has future direct access to both Red and Blue Trax lines, and is less than a 1/3 mile east of I-15 and conveniently within 25 minutes of Salt Lake International Airport.

Many other amenities such as the equestrian park, Draper Peaks, Corner Canyon biking, numerous retail and dining locations, and miles of bike/pedestrian trails are just minutes away.

HIGHLINE
S t a t i o n

General Site Data

Land Area

Parcel Number(s) 34-07-503-001 (Portion)
Land Size ± 5.435 acres or $\pm 236,752$ square feet

Street Orientation

The subject is situated on the north side of Highland Drive at approximately 65 East.

Access

Highland Drive and Bangerter Parkway

Configuration

Rectangular

Topography

Level/sloping

Drainage

Natural drainage is northerly.

Soil

Soil studies have not been made available to the appraiser. Soil stability is assumed to be adequate for slab on grade construction. Review of a geo-technical investigation prepared by a qualified engineer/firm is recommended.

Wetland Areas

A GIS aerial overlay and wetland study indicating the existence of wetlands was not provided. There is no evidence of wetland areas contained within the subject site. This analysis assumes that there are no wetland areas contained within the subject. Review of a wetlands investigation by a qualified firm is recommended.

Water Rights

None noted.

Street Improvements

Asphalt paved with curb and gutter improvements along both Highland Drive and Bangerter Highway.

Traffic Counts

Average Annual Daily Traffic (AADT) counts are 3,005 on Highland Drive and 11,190 on Bangerter Parkway AADT on Highland Drive according to UDOT 2014 traffic counts. (closest to the subject site).

Utilities

Utilities are provided to the immediate subject area and/or site, and are adequate to support development. Some of the utilities need to be extended to the subject site prior to development.

Culinary Water

Municipal

Sanitary Sewer

Municipal

Natural Gas

Questar

**Electrical Power
Telephone**

Rocky Mountain Power
Qwest

Abutting Right-of-Way

Highland Drive and Bangerter Parkway, overhead utility line corridor and the Porter Rockwell Trail.

**Easements, Restrictions
and Encroachments**

A public trail and overhead utility line corridor are within or partially within the subject and encumber a portion of the site. No other unusual easements, restrictions, and/or encroachments are indicated in the legal descriptions for the site. No unusual encumbrances were noted during the inspection. It is assumed that typical public utility, street, and drainage easements and/or any other undisclosed easements and/or rights-of-way would not adversely impact the development potential of the subject.

With regard to the assumed public street, drainage, and/or public utility easements, without an A.L.T.A Survey, and/or legal descriptions describing the precise boundaries of these various easements, this analysis, and the value conclusion contained herein, assumes that the subject is held in fee simple ownership by the indicated owner of record. Review of an A.L.T.A survey, and/or complete title report specific to the subject property is recommended.

Special Hazards

Environmental

There is no evidence of environmental problems associated with the subject. A Phase I Environmental Site Assessment has not been provided. Therefore, the subject is assumed to have no significant adverse environmental hazards and/or contamination on the premises. However the appraiser is not an expert in environmental issues and an environment assessment is highly recommended.

Earthquake Zone

The subject is located in a "Low" liquefaction area, typical of the southeastern portions of Salt Lake County.

Flood Zone

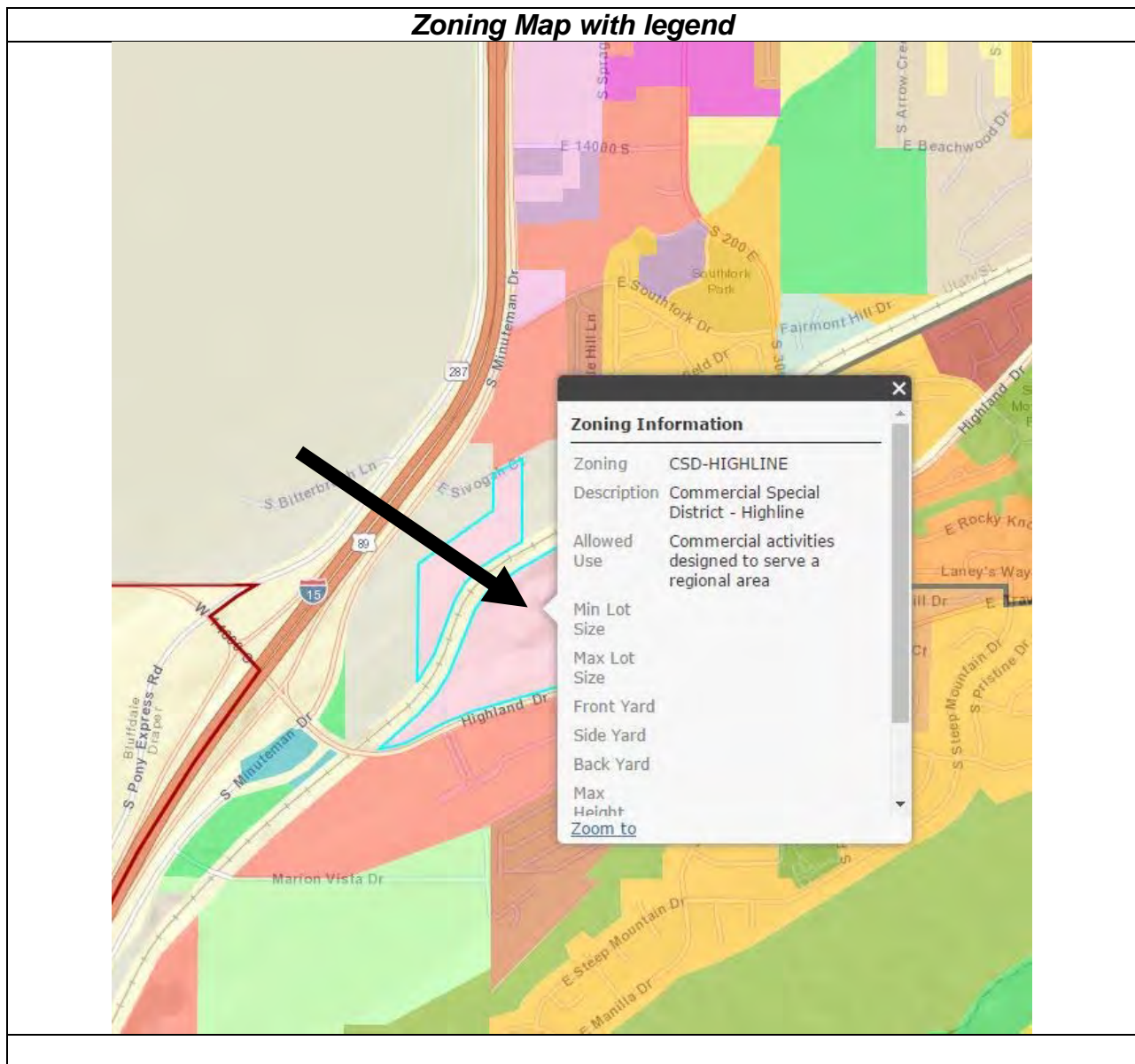
Zone Flood Zone X (areas outside the 500-year flood plain); Community Panel #49035C0600G; dated Non Printed

Zoning

The subject, as part of the UTA corridor, is not zoned and is identified on the Draper City Zoning Map as being within Salt Lake County. However, Salt Lake County shows the parcel within the jurisdiction of Draper City. The subject is adjacent

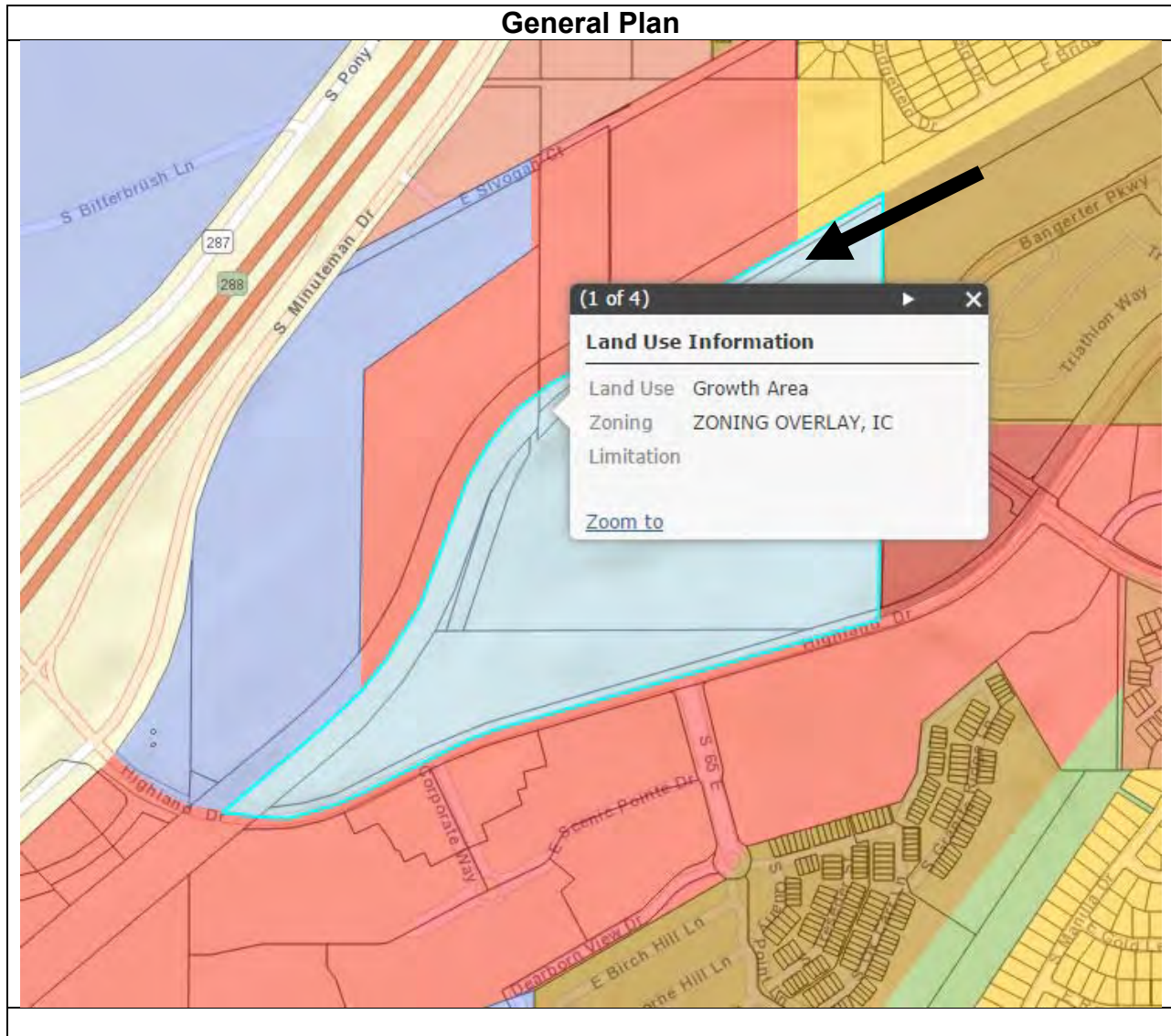
to and surrounded by a new zoning, the CSD-Highline zone under the jurisdiction of Draper. This is a planned development zone that is considered a special use that requires development approval by the city. The adjacent development to the subject has preliminary approval for up to 1,000,000 SF of office in four six-story buildings, 35,000 SF of retail, a hotel pad and approximately 1,000 multi-family residential units. The property is reported to be in the final stages of approval prior to commencement of construction. The development will be known as the Highline Station and is a joint development with Staker Parsons and the Gardner Company.

Zoning Map with legend



General Plan

The general plan for Draper City indicates that the subject is within Draper City and is part of the growth area with IC zoning overlay. This is intended to be a mixed use area.



Site Utility

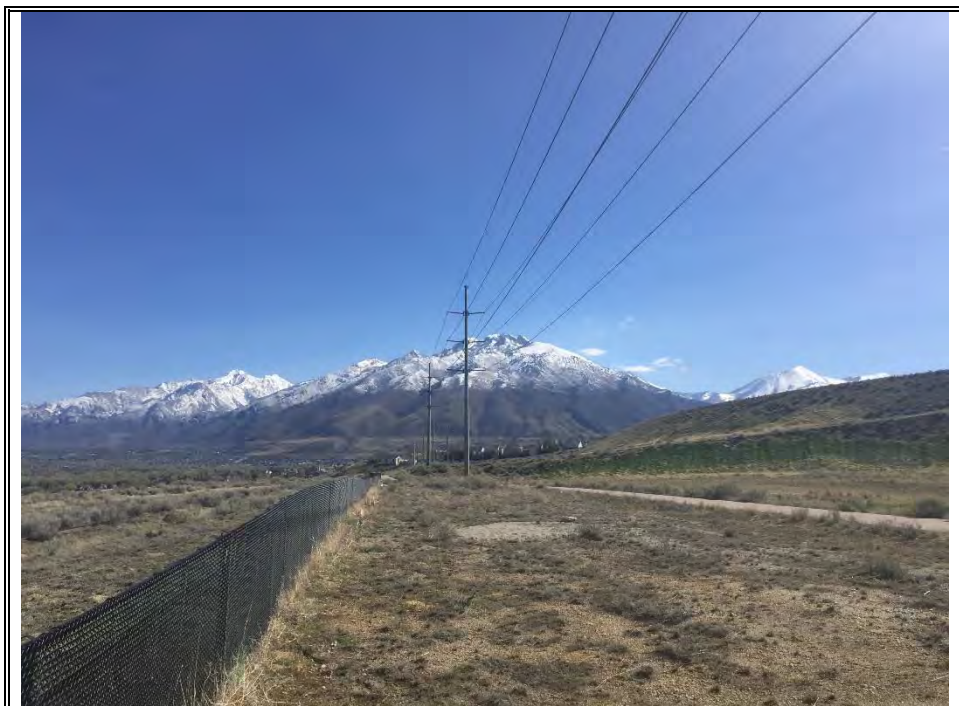
The subject is a strip of land that is part of the UTA rail line that will be used for future light rail. The parcel is adjacent to a larger parcel that is to be redeveloped with a mixed use development to be known as the Highline Station.

Subject Aerial Parcel Map



* Subject parcel is outlined in yellow.

Subject Photographs



View Looking Northeasterly Along Subject



View Of Subject Looking Southwesterly



View of Subject Looking Northeasterly



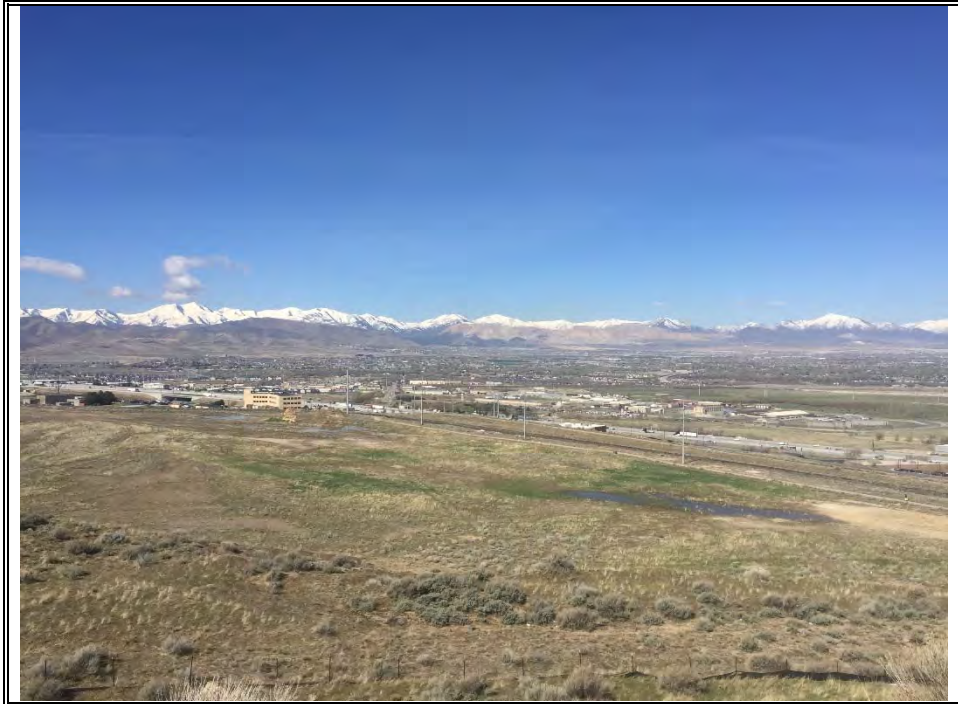
View of Subject Looking Southwesterly From near East Property Line



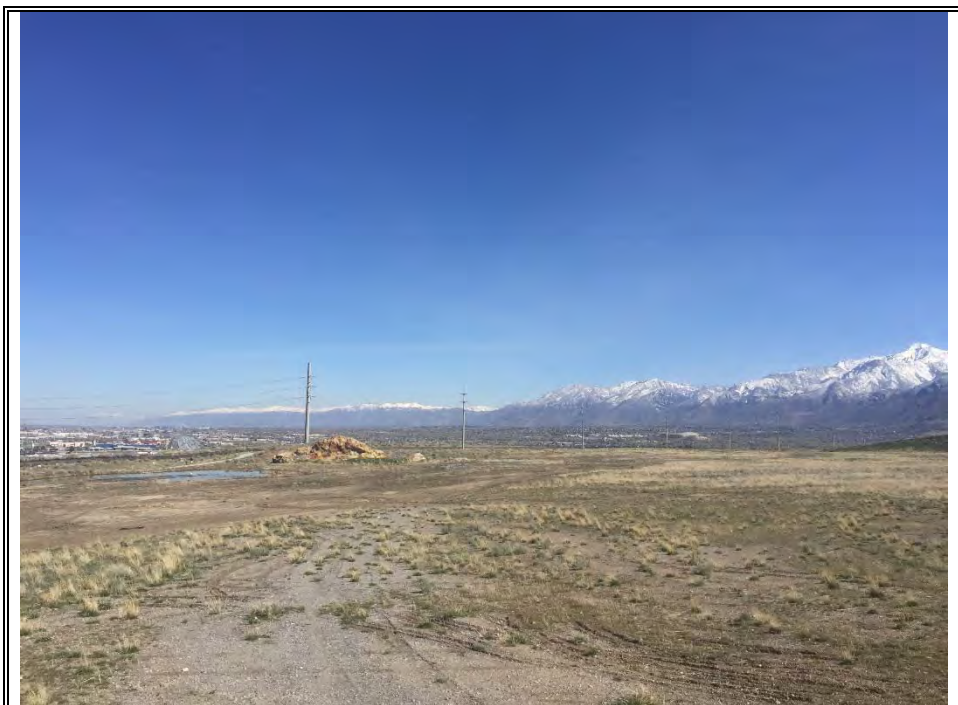
View Looking Westerly From Near West Property Line



***View of Subject and Surrounding Land Looking Northwest
From Bangerter Parkway***



***View of Subject and Surrounding Land Looking West From
Bangerter Parkway***



***View of Subject and Surrounding Land Looking NE From
Near West Property Boundary***



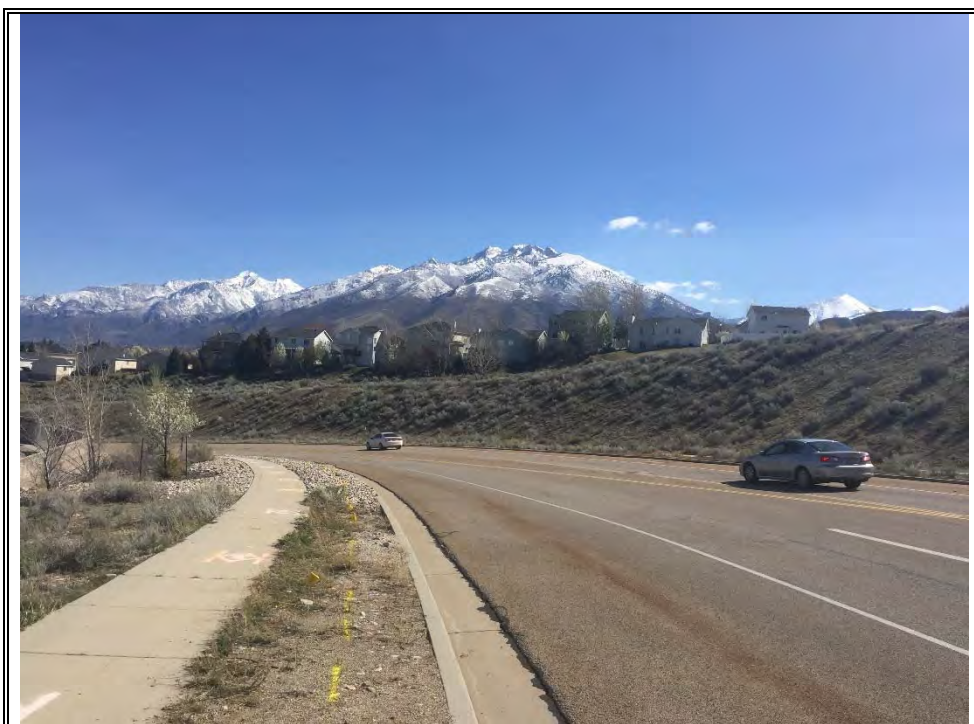
Street: Highland Drive Looking West



Street: Highland Drive Looking East



Street: Bangerter Parkway Looking Southwest



Street: Bangerter Parkway Looking Northeast

Highest & Best Use

Highest and Best Use

A market value estimate requires a highest and best use analysis of the subject site. The highest and best use analysis determines the basis on which the appraised property is evaluated.

The definition of highest and best use as per the Dictionary of Real Estate Appraisal, Appraisal Institute, 5th Edition 2010, is:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

Highest and best use refers to a determined use for the land that develops the highest return over a prolonged period of time. Highest and best use does not necessarily refer to the size of a building, where it is located on the site, or its amenities.

Permitted uses, as designated by zoning or detailed by deed restrictions, are very important. Building and economic trends, location, neighborhood conditions, and maintenance are all important characteristics that should be considered. Zoning is a determinant of use, but it is not necessarily final. Variances may be granted or a zoning may be changed; however, a planned use likely would need to be in accordance with the master plans, trends, and established patterns of development for an area.

The use(s) concluded in the analyses to be highest and best must meet the criteria of being 1) physically possible, 2) legally permissible, 3) financially feasible, and 4) maximally productive.

Two procedures are used to determine a property's highest and best use. The first is an analysis of the site as if it were vacant. The second is an analysis of the proposed or existing improvements and their influence upon the site's highest and best use.

Highest and Best Use of the Subject (As Vacant)***Physically Possible***

The subject is located on the north side of Highland Drive and west of Bangerter Parkway, in Draper, UT. The subject is part of a UTA corridor property and as per the legal description comprises $\pm 236,752$ square feet, or ± 5.435 acres. The subject is rectangular in shape and the topography is level/sloping. Natural drainage is predominately northerly. The subject does not have direct access, but is part of the corridor. The adjacent development parcel has access from Highland Drive and Bangerter Parkway. Both streets are asphalt paved with curb and gutter. Bangerter Parkway is also improved with sidewalk.

The subject as a stand-alone parcel could not be developed, but is part of a corridor and as such has a corridor value. The subject could also be assembled with adjoining land for development.

Legally Permissible

There are generally two areas of concern regarding legally allowable improvements to a property. The first is associated with title or deed restrictions, which can limit the potential uses of a property. The second is associated with zoning ordinances, which often limit both the type and size of development constructed on a site. No deed restrictions, easements, or rights-of-way are believed to exist that would restrict the development of the parcel. Potential uses are limited only by permissible and legal uses allowed in the zoning classification for the subject property.

As noted previously, the subject property is under the jurisdiction of Draper City. The adjacent development has received a zoning change to CSD-Highline, which is a master planned development within Draper that requires city council approval. The adjacent development will be mixed use and includes office, retail and multi-family. A light rail extension will also be made with proposed trax station at the subject site.

Financial Feasibility

A financially feasible use must be one that can provide the highest return on an improvement over a prolonged period of time. The use will be constrained by zone restrictions and the physical characteristics of the land. Also considered are current economic trends, neighborhood influences, and existing supply/demand characteristics, as they pertain to real estate.

Location has a significant impact on the potential uses that are financially feasible. The subject property is in a mixed use area near I-15. The adjacent development will be mixed use. The subject as part of a corridor could be maintained for the future light rail use or assembled with the adjacent land. The most likely financially feasible use is mixed use.

Maximally Productive Use and Conclusion (As Vacant)

After reviewing the above, it is concluded that the maximally productive use of the subject as vacant would be for continued corridor use or assemblage for mixed use development.

Valuation of the Land Via the Sales Comparison Approach

The subject is part of a rail line corridor that is to be used for a future light rail corridor. The subject land area is not critical to the rail line corridor and is proposed to be dedicated for a future roadway that will be used as part of the redevelopment of the adjacent land. The most common method to value a corridor is through an across the fence method. The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, 2010, defines that across the fence method and across the fence (ATF) value as follows:

Across the Fence Method

A land valuation method often used in the appraisal of corridors. The across the fence method is used to develop a value opinion based on comparison to abutting land.¹⁰

Across the Fence (ATF) Value

In corridor valuation, a value opinion based on comparison with adjacent lands including the consideration of adjustment factors such as market conditions, real property rights conveyed, and location.¹¹

Based on the ATF method, the subject is compared to the adjacent mixed use site that contains up to approximately 40 acres of total land area. The development areas will comprise office, retail and multi-family residential. Larger mixed use land sales are used in the analysis below. Sometimes a corridor factor is included in the valuation of a corridor. However, the subject land area is not critical to the corridor and could be considered excess land that could be sold to an adjacent owner for development. Considering this factor, no corridor factor is concluded for the subject parcel.

The Sales Comparison method of valuation is completed to provide an estimate of the property's market value through a comparative analysis of land sales. Features of the

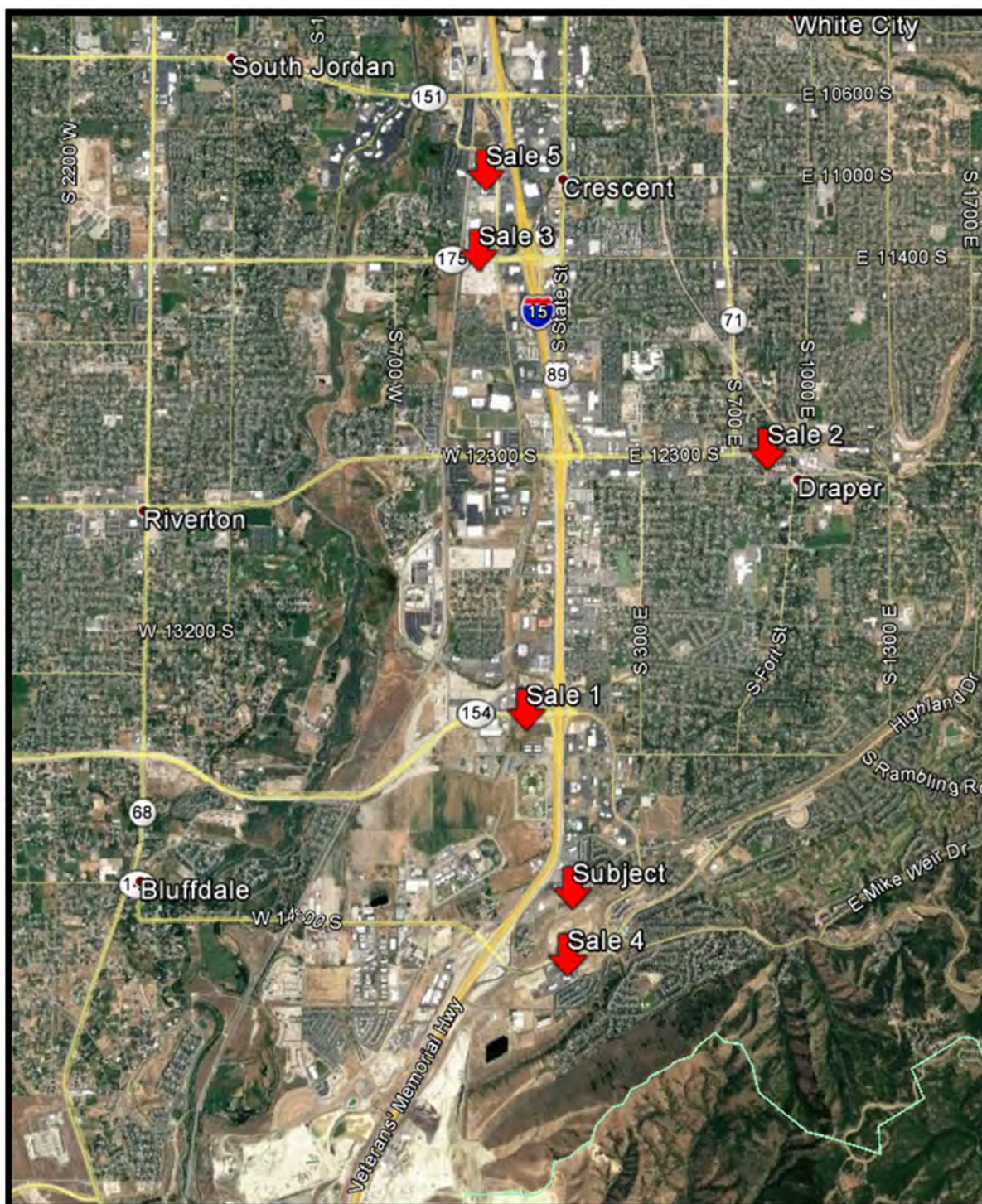
¹⁰ The Dictionary of Real Estate Appraisal, (Fifth Edition), The Appraisal Institute, Chicago, Illinois, 2010.

¹¹ Ibid

land comparables that differ from the subject land are adjusted for in order to achieve comparability. The areas typically analyzed for adjustment include property rights transferred, the financing terms used in each sale, any special conditions or restrictions of the sale, changing market conditions that result in an increase or decrease in value over time, location features, physical characteristics, and zoning restrictions. The unit of comparison is price per square foot. The following table summarizes the land sales used in this report. Full data sheets are located in the addenda of the appraisal report.

SUMMARY OF COMPARABLE LAND SALES BEFORE ADJUSTMENTS						
ID	Subject	1	2	3	4	5
Proposed Use	Mixed Use	Mixed Use	Office	Mixed Use	Office	Commercial
Address	65 E. Highland Dr	134902 S. 200 W.	857 E. 12400 S.	11400 S. Lone Peak Parkway	38 E. Scenic Pointe Drive	SWC Jordan Gateway & 11000 S.
City/State	Draper	Draper	Draper	Draper	Draper	S. Jordan
Land Size (Acre)	5.435	21.73	0.79	27.99	5.10	14.57
Land Size (Sq.Ft.)-Est.	236,752	946,559	34,412	1,219,244	222,156	634,701
Shape	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular
Street Orientation	Interior	Corner	Interior	Corner	Minor Corner	Minor Corner
Topography	Level/Sloping	Level	Level	Level	Level	Level
Utilities	All available	All available	All available	All available	All available	All available
Street Imp.	Typical	Typical	Typical	Typical	Typical	Typical
Zoning	CSD	CSD	TC	CSD	CR	C-F
Date of Sale	N/A	Mar-16	Mar-16	Jan-16	Jun-15	Jul-15
Sales Price	N/A	\$14,000,000	\$490,000	\$17,423,407	\$2,310,422	\$9,837,951
Sales Price/Sq.Ft.	N/A	\$14.79	\$14.24	\$14.29	\$10.40	\$15.50

Sales Comparison Maps



Analysis and Reconciliation of Land Sales

Market evidence and appraiser judgment determined the degree of adjustment made to each sale. The adjustments are largely subjective. However, each adjustment made reflects careful consideration and analysis of various factors. The factors considered in any adjustment include an analysis of paired sales data, when they are available, and information acquired from market participants. Also considered are the costs associated with bringing a site to a developable condition. It is believed that the adjustments made correspond closely with the thinking of market participants and allow for a tighter frame of reference when comparing sales comparables to the subject site. The unit of comparison for each sale is the price per square foot.

If needed, dollar adjustments were made in the areas of property rights conveyed, conditions of sale, and financing. The resulting value reflects the "normal sales price" of the comparable. Percentage adjustments were then made to account for market conditions that change over time. Thereafter, additive percentage adjustments were made in each of the remaining areas of analysis. This is described in detail below.

Property Rights Conveyed

Each sale reportedly includes the transfer of a fee simple title to the buyer(s). The property rights conveyed were similar to those appraised. Therefore, none of the comparables require an adjustment for property rights.

Financing Terms

The value shown for a comparable is a cash-equivalent value. When a seller writes a contract with a buyer, and the seller has financing terms better than those available in the market, the seller is often paid a higher price for the property. These circumstances require an adjustment to the sale.

All sales were either sold on a cash-to-seller basis or adjusted for terms if necessary.

Conditions of the Sale

All sales were reportedly arm's-length transactions and no adjustments are made for this area.

Expenditures After Purchase

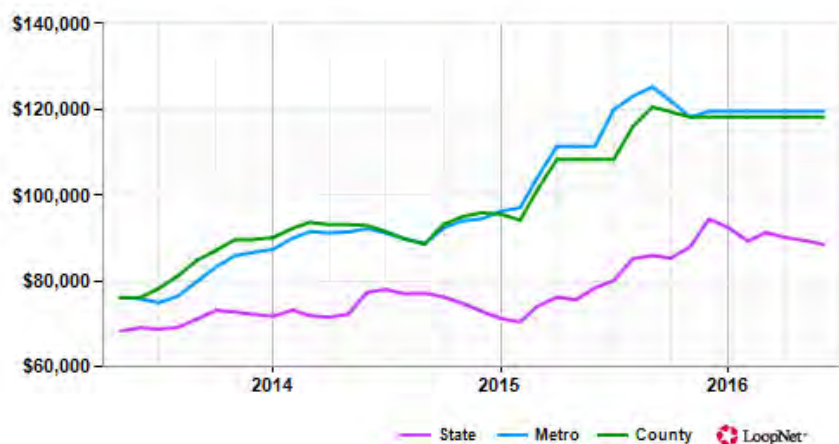
Expenditures made immediately after purchase may include the cost to demolish and remove any buildings, cost to petition for a zoning change, or cost to remediate environmental contamination. No adjustments are necessary.

Market Conditions

Market conditions refer to price changes occurring over time due to various market forces. Market conditions along the Wasatch Front and the State of Utah in general peaked in 2007 for residential and 2008 for commercial, after which both markets experienced downward value trends. The decline was mainly due to national credit concerns and economic conditions, as well as the steeply rising costs of energy and construction materials and was exacerbated by a national recession during 2008 and most of 2009.

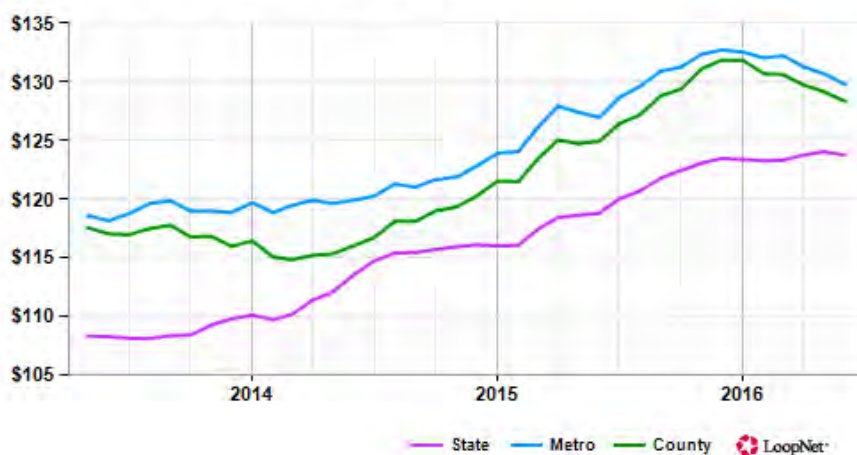
From 2012-2016, most of the markets appear to have experienced positive appreciation. There have been limited recent land sales, but listings appear to indicate some stabilization in commercial land values over the past year. However, improved sales indicate positive appreciation in all sectors including Multi-family Residential, Office and Retail. The following graphs from LoopNet illustrate the trend for listings of improved properties for sales and listings in Draper.

Asking Prices Multifamily for Sale Draper, UT (\$/Unit)



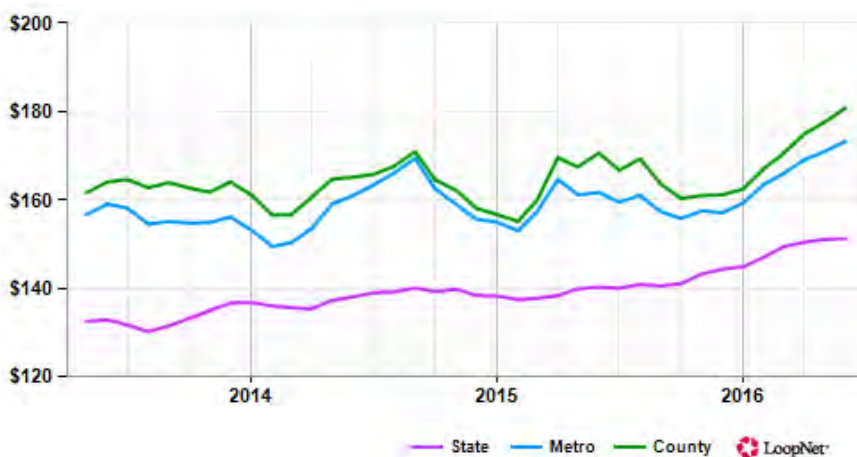
	Jun 16	vs. 3 mo. prior	Y-O-Y
State	\$88,471.77	-3.1%	+13.0%
Metro	\$119,522.81	0.0%	+7.3%
County	\$118,155.38	0.0%	+9.1%

Asking Prices Office for Sale Draper, UT (\$/SF)



	Jun 16	vs. 3 mo. prior	Y-O-Y
State	\$123.76	+0.4%	+4.2%
Metro	\$129.79	-1.8%	+2.2%
County	\$128.34	-1.8%	+2.7%

Asking Prices Retail for Sale Draper, UT (\$/SF)



	Jun 16	vs. 3 mo. prior	Y-O-Y
State	\$151.14	+1.2%	+7.8%
Metro	\$173.24	+4.4%	+7.2%
County	\$180.78	+6.1%	+6.0%

The comparable sale dates range from June 2015 to March 2016. All of the sales are adjusted upward to account for improving market conditions.

Location Factors

Location adjustments recognize those differences that influence the demand for a site. These include the issues of access, visibility, view, surrounding development, and the site's proximity to major services.

The subject is located in Draper in a developed mixed use area. Sales 1, 3 and 5 are located near I-15 in areas that are more developed and or have superior amenities nearby. Downward location adjustments are necessary for these three sales to account for superior locations. Sale 4 is located near the subject and is similar in location. This sale is not adjusted. Sale 2 is near the city center of Draper, but is further from I-15 and offsetting factors negate any adjustment for location.

Physical Characteristics

The physical characteristics of the subject property are similar to many of the physical features of the comparables. Differences however are noted and adjustments were made in the following areas:

Size

Small land parcels often sell for a higher unit price than do large ones, as they are less risky to develop. Development risk increases in proportion to the difficulty of maximizing the development potential of a parcel of land. Larger tracts of land often require the construction of a larger building or even multiple structures in order to maximize development potential. Also, the time frame for construction generally increases, which often puts the developer at a greater risk. Consequently developers are often willing to pay a higher unit price for smaller, less risky parcels of land. The only exception to this trend could be in the case of extremely small parcels of land that are not adequate in size and thereby limit development opportunities and end users.

The subject has a gross acreage of ± 5.435 acres or $\pm 236,752$ square feet. The comparables range in size from 0.79 acre. This sale is adjusted upward. Sale 4 is similar in size to the subject parcel and is not adjusted. The remaining sales are larger, but considering the ATF method and larger development parcel adjacent to the subject, no size adjustments are necessary.

Shape

Shape refers to the physical shape and layout of a site or parcel of raw land. Typically, rectangular, square, or even moderately irregular configurations are more desirable than severely irregular shape because they allow the developer to maximize the potential development of the land with the least amount of wasted or excess land.

The subject has a rectangular shape and is similar to all of the comparables. No adjustments are necessary.

Street Orientation

Street orientation is another factor that can influence the price a buyer is willing to pay for mixed-use land. For example, corner lots will typically sell for a higher price than an interior parcel due to the exposure from two traffic arteries. Differences can vary depending on access and traffic counts. The subject is an interior location. Sales 1 and 3 are superior and are adjusted down.

Topography/Developability

Adjustments made for this area of adjustment recognize those differences in a site's topography and/or need of fill in order to accommodate development. Typically, sites that are relatively level with stable and adequate fill conditions, sell for a higher per unit basis. The reason is that there is less site work cost incurred on a buyer's part in bringing these sites into a developable condition versus a site that has a sloping or undulating terrain and/or one that is in need of fill.

The subject is overall mostly level and no adjustments are necessary.

Utilities/Easements

The subject has all utilities available. There is a power line that extends along a portion of the subject. The sales have similar utilities. Downward adjustments are necessary for each of the sales to account for the power line easement within the subject. The easement has an estimated area of $\pm 1,300 \times 30$ feet = 39,000 SF or 0.895 acre, within the subject property. This indicates an area of approximately 16.47% of the subject land area. Overhead power line easements have a typical factor of approximately 60-80 percent of fee value. This would indicate a range of 9.94 to 13.18 percent. A downward adjustment of 10% is applied to each of the comparables to account for the encumbrance of the overhead power line easement.

Street Improvements

When developing a property, the governing agency often requires that the street access be paved and the street be improved with concrete curb, gutter and sometimes sidewalk depending on location. The subject is located on Highland Drive and Bangerter Parkway and has typical street improvements. All of the sales are similar and are not adjusted.

Zoning/Density

Adjustments made for this area of concern recognize those differences in a property's zoning and the subsequent influence on market value. The subject property is presently zoned CSD-Highline. All of the sales are similar in highest and best use/zoning and no adjustments are necessary.

Other

In all other areas of comparison, the sales used were judged to be similar to the appraised property and no further adjustments were made.

LAND ADJUSTMENT GRID						
Subject Location:	65 E. Highland Dr					
Size: (SF)	236,752					
		COMPARABLES SALES				
	Subject	1	2	3	4	5
Address	65 E. Highland Dr	134902 S. 200 W.	857 E. 12400 S.	11400 S. Lone Peak Parkway	38 E. Scenic Pointe Drive	SWC Jordan Gateway & 11000 S.
City/State	Draper	Draper	Draper	Draper	Draper	S. Jordan
Sales Price	N/A	\$14,000,000	\$490,000	\$17,423,407	\$2,310,422	\$9,837,951
Adjustments:						
Property Rights		\$0	\$0	\$0	\$0	\$0
Adjusted Price		\$14,000,000	\$490,000	\$17,423,407	\$2,310,422	\$9,837,951
Financing Terms		\$0	\$0	\$0	\$0	\$0
Condition of Sale		\$0	\$0	\$0	\$0	\$0
Expenditures		\$0	\$0	\$0	\$0	\$0
Adjusted Price		\$14,000,000	\$490,000	\$17,423,407	\$2,310,422	\$9,837,951
Date of Sale		Mar-16	Mar-16	Jan-16	Jun-15	Jul-15
Market Conditions		4%	4%	4%	8%	8%
Adjusted Price		\$14,560,000	\$509,600	\$18,120,343	\$2,495,256	\$10,624,987
Unit of Comparison						
Square Feet	236,752	946,559	34,412	1,219,244	222,156	634,701
Price Per Sq.Ft.		\$15.38	\$14.81	\$14.86	\$11.23	\$16.74
Other Adjustments:						
Location		-10%	0%	-10%	0%	-15%
Physical Characteristics						
Size		0%	-10%	0%	0%	0%
	236,752	946,559	34,412	1,219,244	222,156	634,701
Shape		0%	0%	0%	0%	0%
	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular
Street Orientation		-5%	0%	-5%	0%	0%
	Interior	Corner	Interior	Corner	Minor Corner	Minor Corner
Topography		0%	0%	0%	0%	0%
	Level/Sloping	Level	Level	Level	Level	Level
Utilities/Easements		-10%	-10%	-10%	-10%	-10%
	Power Line	Typical	Typical	Typical	Typical	Typical
Street Improvements		0%	0%	0%	0%	0%
	Typical	Typical	Typical	Typical	Typical	Typical
Zoning		0%	0%	0%	0%	0%
	CSD	CSD	TC	CSD	CR	C-F
Adjusted Price Per SF		\$11.54	\$11.85	\$11.15	\$10.11	\$12.56
Total % Change		-22%	-17%	-22%	-3%	-19%
Gross % Change		25%	20%	25%	10%	25%
Adjusted Value Range	Low	High	Median	Mean		
	\$10.11	\$12.56	\$11.54	\$11.44		

Reconciliation of Land Value

Prior to adjustments, the sales range from \$10.40 to \$15.50 per square foot. After adjustments, the comparables indicate a value ranging from \$10.11 to \$12.56 per square foot. The median is \$11.54 and the mean is \$11.44 per square foot. Adjustments were required for each of the comparables and there is no one sale that provides the perfect comparable. The location, shape, topography and street improvements adjustments are largely subjective and overall dollars are also considered both before and after adjustments. The subject land is unique in location, access, and surrounding development. A value near the mean and median is concluded.

The market value is calculated based on a rounded reconciled value of \$11.50 per square foot. The concluded price per square foot is bracketed by the comparable sales before and after adjustments. The overall indicated market value of the subject is calculated as follows.

Reconciliation of Land Value		
SF x Price / SF = Value		
Total SF	Price / SF	Value
236,752	\$11.50	\$2,722,648
Rounded		\$2,725,000

Reconciliation of Market Value – As Is

Reconciliation is the step in the valuation process in which each of the value conclusions is analyzed and a single value estimate is selected. Each value indication is weighed according to its significance, applicability, and defensibility, and the most weight is given to that approach which is most appropriate to the appraisal's purpose. The conclusion drawn from this process is based on the appropriateness, accuracy, and quantity of data used in the appraisal.

Only the sales comparison approach is an applicable approach in the valuation of the subject land.

After analyzing and reconciling all of the data presented in the report, I am of the opinion that the Market Value – As Is of the subject, as of March 15, 2017, is:

<p>TWO MILLION SEVEN HUNDRED TWENTY-FIVE THOUSAND DOLLARS \$2,725,000</p>

Exposure and Marketing Time

Current appraisal guidelines require an estimate of a reasonable time period in which the subject could be brought to market and sold. This reasonable time frame can either be examined historically or prospectively. In a historical analysis, this is referred to as exposure time. Exposure time always precedes the date of value, with the underlying premise being the time a property would have been on the market prior to the date of value, such that it would sell at its appraised value as of the date of value. On a prospective basis, the term marketing time is most often used. The exposure/marketing time is a function of price, time, and use. It is not an isolated estimate of time alone.

In consideration of these factors, I have analyzed the exposure periods for the comparable sales used in the appraisal and sought the opinions of market participants.

In reviewing comparable sales, it was noted that the properties had exposure periods ranging from 4.5 months to 18 months.

The marketing period of the subject property would be strongly influenced by the asking price, market conditions, and the efforts to sell the subject property. Based on current market conditions and available market data, it would appear that the subject property as it is improved, if properly marketed, would need an exposure time of six to twelve months. Likewise, being properly marketed, the subject could be sold within a 12-month period from the date of this appraisal.

ADDENDA

Comparable Land Sales

Comparable Land Sales

Land Comparable #1

Identification:

Location

City/County/State

Parcel #

Boyer Bangerter Site

134902 South 200 West

Draper/Salt Lake/Utah

33-01-252-003, -004; 33-01-276-003, -010 & -017


Identification:

Grantor

Grantee

Cazco Enterprises, LLC & Craig S. Cazier

Boyer Bangerter, LC

Land Description:

Land Size

Frontage

Shape

Topography

Utilities

Easements

Street

Street Orientation

Zoning

Proposed Use

21.73 acres; ±946,559 sq.ft.

200 West, Bangerter Highway, I-15

Rectangular

Level

All available

Typical

Asphalt, concrete curb & gutter

Corner

CSD-0136C (Commercial Special)

Mixed Use

Land Comparable #1 (Continued)**Transaction:**

Date of Sale	March 23, 2016
Conditions	Arm's Length
Sales Price	\$14,000,000
Financing	Cash to seller
Cash Equivalent Sales Price	\$14,000,000
Listing Price	N/A
Listing/Sales Price Ratio	N/A
Marketing Period	N/A

Verification:

Seller (info. on file)

Units of Comparison:

Sales Price/Sq.Ft.	\$14.79
Sales Price/Acre	\$644,271

Remarks:

This property is located on the southwest corner of I-15 and Bangerter Highway. It is zoned as a Commercial Special District and is to be developed with a mixed use development comprising mostly office and retail oriented development.

Land Comparable #2

Identification:

Location	857 East 12400 South
City/County/State	Draper/Salt Lake/Utah
Parcel #	28-29-310-023



Identification:

Grantor	857 Pioneer
Grantee	Janet W. Buhler

Land Description:

Land Size	0.79 acre; ±34,412 sq.ft.
Frontage	12400 South
Shape	Rectangular
Topography	Level
Utilities	All available
Easements	Typical
Street	Asphalt, concrete curb, gutter, & sidewalk
Street Orientation	Interior
Zoning	TC (Town Center / Commercial)
Proposed Use	Office

Land Comparable #2 (Continued)**Transaction:**

Date of Sale	March 23, 2016
Conditions	Arm's Length
Sales Price	\$490,000
Financing	Cash to seller
Cash Equivalent Sales Price	\$490,000
Listing Price	\$500,000
Listing/Sales Price Ratio	98%
Marketing Period	6 Days

Verification:

Craig Hawker, Agent

Units of Comparison:

Sales Price/Sq.Ft.	\$14.24
Sales Price/Acre	\$620,253

Remarks:

This is a recent sale of a property located in the Town Center community of Draper. The lot had been approved for two separate office buildings.

Land Comparable #3**Identification:**

Location	Larry H. Miller Draper Site
City/County/State	11400 South Lone Peak Parkway
Parcel #	Draper/Salt Lake/Utah
	27-24-401-010, -011; 27-24-326-005 & -006

**Identification:**

Grantor	Boggess-Draper
Grantee	Miller Family Real Estate, LLC

Land Description:

Land Size	27.99 acres; \pm 1,219,244 sq.ft.
Frontage	11400 South and Lone Peak Parkway
Shape	Rectangular
Topography	Level
Utilities	All available
Easements	Typical
Street	Asphalt, concrete curb & gutter
Street Orientation	Corner
Zoning	CSD-11400 LLP (Commercial Special)
Proposed Use	Mixed Use

Land Comparable #3 (Continued)**Transaction:**

Date of Sale	January 11, 2016
Conditions	Arm's Length
Sales Price	\$17,423,407
Financing	Cash to seller
Cash Equivalent Sales Price	\$17,423,407
Listing Price	N/A
Listing/Sales Price Ratio	N/A
Marketing Period	N/A

Verification:

Buyer, Miller Family Real Estate

Units of Comparison:

Sales Price/Sq.Ft.	\$14.29
Sales Price/Acre	\$622,487

Remarks:

This sale is located on the southwest corner of 11400 South and Lone Peak Parkway in Draper. At the time of sale, the site had a public canal running through the southeast end. It was also bisected by 300 West. The city has since vacated 300 West at its own expense, which has effectively increased the site by approximately 0.579 acres. The buyer has begun construction on a new Ford Lincoln dealership on the northeast 13.0 acres of the site. The buyer's plans call for an additional future dealership facility near the southeast corner of the site, as well as a future office building near the southwest corner. As part of the ongoing construction, the buyer has paid to pave over the top of the public canal for additional parking space, which effectively increases the size of the site by approximately .707 acres.

Land Comparable #4**Identification:**

Location
City/County/State
Parcel #

Health Equity Building Site
38 E Scenic Pointe Drive
Draper/Salt Lake/Utah
34-07-357-001

**Identification:**

Grantor
Grantee

Sorenson Associates The Pointe LLC
The Boyer Project Company, L.C.

Land Description:

Land Size	5.10 acres; ±222,156 sq.ft.
Frontage	65 East and Scenic Point Drive
Shape	Rectangular
Topography	Level
Utilities	All available
Easements	Typical
Street	Asphalt, concrete curb & gutter
Street Orientation	Minor Corner
Zoning	CR (Commercial Regional)
Proposed Use	Office

Land Comparable #4 (Continued)**Transaction:**

Date of Sale	June 30, 2015
Conditions	Arm's Length
Sales Price	\$2,310,422 (Allocated)
Financing	Cash to seller
Cash Equivalent Sales Price	\$2,310,422
Listing Price	N/A
Listing/Sales Price Ratio	N/A
Marketing Period	N/A

Verification:

Purchase Contract / Brian Gochnour with the Boyer Company

Units of Comparison:

Sales Price/Sq.Ft.	\$10.40
Sales Price/Acre	\$453,024

Remarks:

This property is within The Pointe, an office park on the south side of Highland Drive near the subject. This is an allocated purchase price as the buyer was buying the adjacent office building and this parcel. This parcel was purchased for a 3-story office building.

Land Comparable #5**Identification:**

Location
City/County/State
Parcel #

Riverton Chevrolet Land
SWC Jordan Gateway & 11000 S.
S. Jordan/Salt Lake/Utah
27-24-201-026, -027

**Identification:**

Grantor
Grantee

The Boyer Company
Riverton Motor Company

Land Description:

Land Size
Frontage
Shape
Topography
Utilities
Easements
Street
Street Orientation
Zoning
Proposed Use

14.57 acres; \pm 634,701 sq.ft.
Jordan Gateway & 11000 South
Rectangular
Level
All available
Typical
Asphalt, concrete curb & gutter
Minor Corner
C-F (Commercial Freeway)
Commercial/Auto Dealership

Land Comparable #5 (Continued)**Transaction:**

Date of Sale	July 16, 2015
Conditions	Arm's Length
Sales Price	\$9,837,951
Financing	Cash to seller
Cash Equivalent Sales Price	\$9,837,951
Listing Price	N/A
Listing/Sales Price Ratio	N/A
Marketing Period	N/A

Verification: On File / Buyer

Units of Comparison:

Sales Price/Sq.Ft.	\$15.50
Sales Price/Acre	\$675,187

Remarks:

This is the sale of vacant commercial land at the southwest corner of 11000 South and 300 West in South Jordan. Prior to the sale, the entire 14.6-acre land area was comprised of five individual parcels. The buyer purchased the property in two separate transactions - the north and the south - from the same buyer on the same date for the same price per square foot. After the sale, the five parcels were combined into two individual parcels (north and south), nearly identical in shape and size. The buyer has constructed a new Chevrolet dealership on the north parcel, and will reportedly hold the south parcel for possible future commercial development or expansion of the Chevrolet dealership.

UTA Appraisal Scope of Work

UTA APPRAISAL SCOPE OF WORK

Parcel Number:**Property Address:** approximately 65 E Highland Drive Draper, Utah**County:** Salt Lake County**Tax ID Number:****Parcel Size:** Contains 236,752 Sq. Ft. or 5.435 Acres**Exhibits:** Exhibit (A) UTA/UPRR Val Map

Exhibit (B) Development Maps showing the property

Exhibit (C) Legal Description of Area to be appraised

Exhibit (D) Copy of the RMP Easement

Exhibit (E) Copy of Quit Claim Deed

Intended User: Utah Transit Authority**Bill To:** Utah Transit Authority**Summary description of the appraisal problem:**

UTA owns a 200 foot railroad corridor in Draper near 65 East Highland Drive in Draper, Utah. Draper Highline and Draper City would like to use a portion of UTA's corridor for a roadway that will be dedicated to the City. Part of this property is already encumbered by a Rocky Mountain Power Easement. The sale or dedication will be subject to this easement. This property is part of the corridor that will eventually extend the North South Trax line into Utah County. At this location, Draper Highline would also like UTA to place a station. Subject to further negotiations, UTA may dedicate this property to Draper City for a roadway. The purpose of this appraisal is to determine value of the portion of the UTA railroad corridor to accommodate the road per the development plans.

The Utah Transit Authority has the responsibility to ensure that all appraisals are fully compliant with the appraisal requirements as cited in 49 CFR, Section 24.103(a), FTA Circular 5010.1D A, the Uniform Standards of Professional Appraisal Practice (USPAP), and Utah Department of Transportation (UDOT) FHWA-approved Right-of-Way or Appraisal Manual.

The appraiser must, at a minimum:

1. Provide an appraisal, meeting the agency's definition of an appraisal.
2. Afford the property owner or the owner's designated representative the opportunity to accompany the appraiser on the inspection of the property. (49 CFR, 24.102(c) (1) Please include within the main body of the appraisal report (Letter of Transmittal or Executive Summary) a narrative explanation of the property owner's concerns/issues regarding the public project (if any). List property owner contact information including name, telephone number and address.
3. Perform an inspection of the subject property. The inspection should be appropriate for the appraisal problem, and the Scope of Work should address:
 - o The extent of the inspection and description of the neighborhood and proposed project area,
 - o The extent of the subject property inspection, including interior and exterior areas,
 - o The level of detail of the description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, the remaining property),
4. In the appraisal report, include a sketch of the property and provide the location and dimensions of any improvements. Also, it should include adequate photographs of the subject property and

comparable sales and provide location maps of the property and comparable sale.

5. In the appraisal report, include, by way of example, the following list:
 - The property right(s) to be acquired (in this case, the corridor)
 - The value being appraised (fair market value of the property), and its definition
 - Appraised as if free and clear of contamination (or as specified),
 - The date of the appraisal report and the date of valuation,
 - A realty/personalty report is required per 49 CFR 24.103(a)(2)(i),
 - The known and observed encumbrances, if any,
 - Title information,
 - Location,
 - Zoning,
 - Present use, and
 - At least a 5-year sales history of the property.
6. In the appraisal report, identify the highest and best use. If highest and best use is in question or different from the existing use, provide an appropriate analysis identifying the market-based highest and best use.
7. Present and analyze relevant market information. Specific requirements for market information should include research, analysis, and verification of comparable sales. Inspection of the comparable sales should also be specified.
8. In developing and reporting the appraisal, disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project.
9. Report his or her analysis, opinions, and conclusions in the appraisal report.
10. This appraisal is to estimate the fair market value of the property, as of the specified date of valuation, for the proposed acquisition of the property rights specified (in this case, the easement) for a Federally-assisted project.
11. The intended user of this appraisal report is primarily the acquiring agency, but its funding partners may review the appraisal as part of their program oversight activities.
12. Define Fair Market Value. This is determined by State law, (Utah Code Title 59-2-102(12)) and includes the following:

“Fair market value means the amount at which property would change hands between a willing buyer and seller, neither being under compulsion to buy or sell and both having reasonable knowledge of the relevant facts.”
13. The required certification should be in the State DOT's FHWA-approved Right- of-W ay or Appraisal Manual.
14. **[Intentionally deleted]**
15. When valuing properties that contain contamination or hazardous material, the appraiser must consider the effect, if any, the contaminations or material's presence has on the market value.
16. Include an Executive Summary, Table of Contents, and narrative description of Highest & best use discussion.

- 17.** Include a copy of the applicable zoning map as well as a copy of the applicable zoning ordinance.
- 18.** Explain adjustments and show adjustments as a percentage or amount per square foot, acre, etc... If matched pair sales are unavailable, discussions with market participant should be quoted. If specific evidence is unavailable, explain rationale used to make the adjustments.
- 19.** Appraiser to provide three (3) hard copies of the appraisal as well as email a .pdf to the intended user.

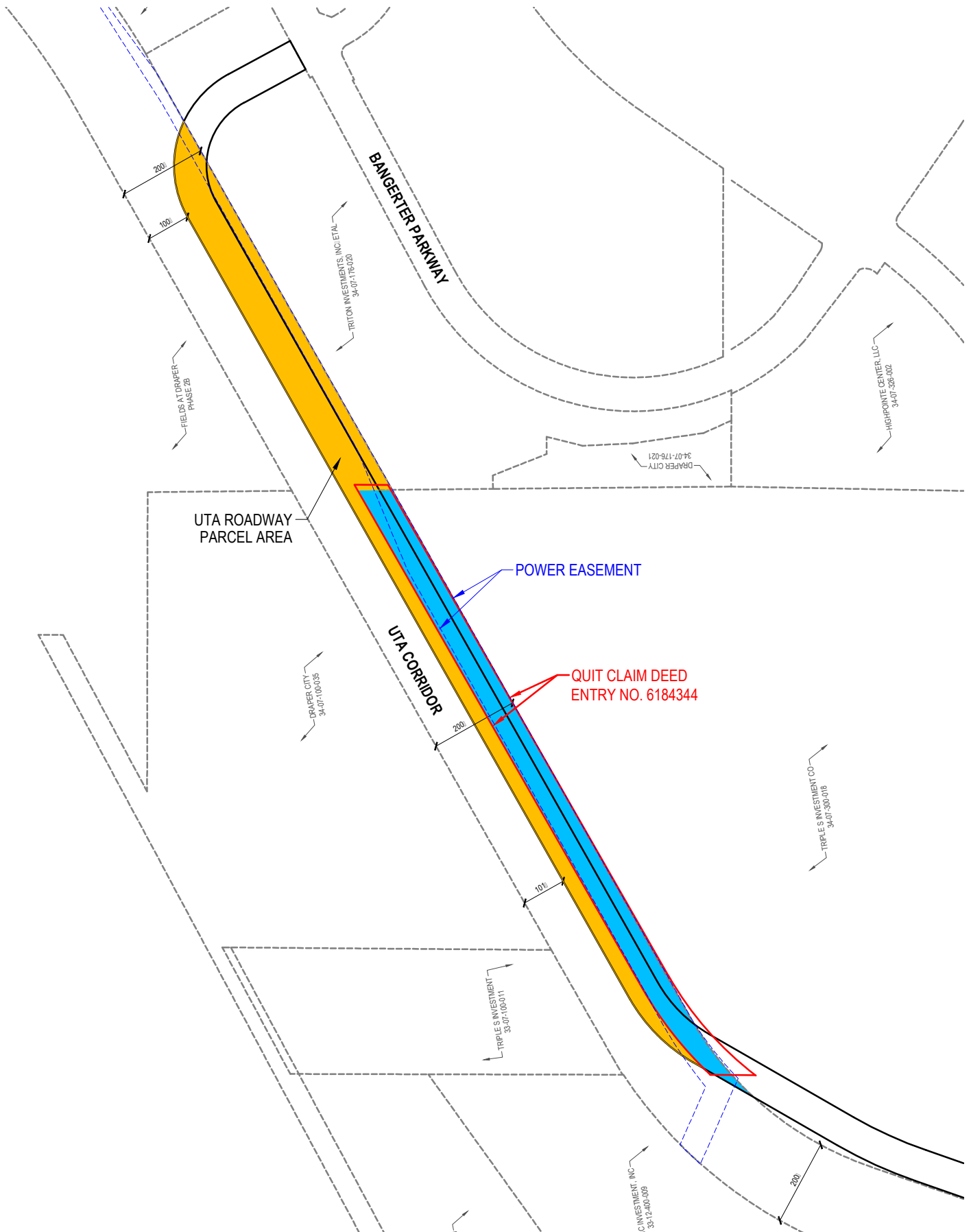
EXHIBIT A

Draper Extension

EXHIBIT B

UTA exhibit 11-29-2016

Uta roadway parcel-QCD_200 11-29-2016



PROJECT #
4065G

DATE
11/21/16

1 OF 1

FILE:
4065G/S/D/UTA

HIGHLINE DEVELOPEMENT

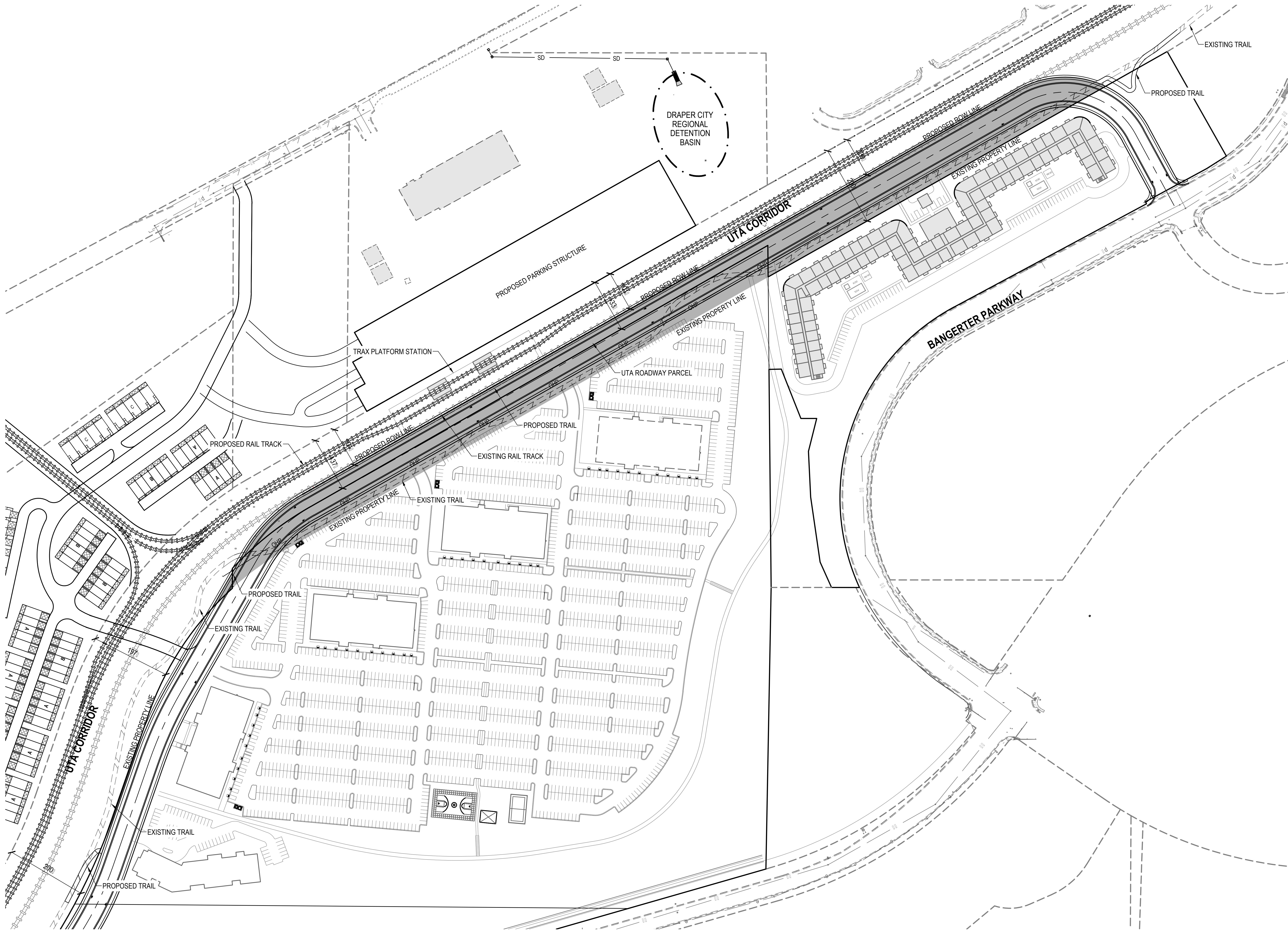
65 EAST HIGHLINE DRIVE
DRAPER, UTAH

UTAH ROADWAY PARCEL EXHIBT

FOR:
GARDNER COMPANY
WEST SOUTH SUITE 361
SALT LAKE CITY, UTAH
PHONE 505 501 22

5 W. S. Ste 5
Sandy, UT
Phone: 801.255.0529
Fax: 801.255.4449
www.ensigneng.com





SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
GARDNER COMPANY
400 WEST 80 SOUTH, #360
SALT LAKE CITY, UTAH 84101

CONTACT:
MARK MURDOCK
PHONE: (801) 915-1822

DRAPER HIGHLINE BACKBONE INFRASTRUCTURE

65 EAST HIGHLAND DRIVE
DRAPER, UTAH

FOR REVIEW

UTA PROPERTY
PARCEL EXHIBIT

PROJECT NUMBER
4085G

PRINT DATE
11/22/16

DRAWN BY
KFW

CHECKED BY
JKF

PROJECT MANAGER
JKF

EXHIBIT C
Legal Description of Property

Highline UTA Roadway Parcel

Beginning at a point being South 01°14'35" East 1,407.58 feet along the section line and West 481.30 feet from the North Quarter Corner of Section 7, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 60°31'42" West 2,341.26 feet;

thence Southwesterly 236.83 feet along the arc of a 755.00 foot radius curve to the left (center bears South 29°28'18" East and the chord bears South 51°32'31" West 235.86 feet with a central angle of 17°58'21");

thence North 29°52'47" East 160.38 feet;

thence Northeasterly 206.79 feet along the arc of a 387.00 foot radius curve to the right (center bears South 60°07'13" East and the chord bears North 45°11'13" East 204.33 feet with a central angle of 30°36'53");

thence North 60°29'40" East 2,045.53 feet;

thence Easterly 226.57 feet along the arc of a 237.00 foot radius curve to the right (center bears South 29°30'20" East and the chord bears North 87°52'55" East 218.04 feet with a central angle of 54°46'31") to the point of beginning.

Contains 236,752 Square Feet or 5.435 Acres

EXHIBIT D

Easement RR97-014ENS PacifiCorp

UT CORP OH-8/94

PN 107392

October 31, 1997

Page 1 of 3

EASEMENT

4RA. UTAH TRANSIT AUTHORITY, a public transit district, organized under the laws of the State of Utah, Grantor, hereby conveys and warrants to PacifiCorp, an Oregon corporation, dba Utah Power & Light Company, whose principal place of business is located at 1407 West North Temple, Salt Lake City, Utah, its successors in interest and assigns, Grantee, for the sum of Ten Dollars (\$10.00) and other valuable consideration, a perpetual non-exclusive easement and right of way for the erection, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of electric transmission and distribution lines, communications circuits, overhead fiber optic cables and associated facilities, with the necessary poles, guys, anchors, stubs, crossarms, braces and other attachments affixed thereto, for the support of said lines and circuits, on, over, and across real property located in Salt Lake County, Utah, described as follows:

Beginning on the southeasterly right of way line of the Grantor's land (formerly the southeasterly right of way line of the Union Pacific Railroad) at a point 17 feet south and 8 feet west, more or less, from the east one quarter corner of Section 12, T.4 S., R.1 W., S.L.M., thence Northeasterly (along said right of way line of Grantor's land and 100 feet distance measured perpendicular along said center line of railroad tracks) 832 foot radius curve to the right 159.8 feet, more or less, (chord bears N.51°26'11"E. 159.6 feet), thence N.60°30'E. 2,487.5 feet, more or less, thence Northeasterly along a 1,938.6 foot radius curve to the left 463.6 feet, more or less, (chord bears N.53°49'10"E. 462.5 feet), thence (leaving said right of way line of Grantor's land) N.42°30'W. 30.6 feet, more or less, thence S.49°30'W 228.8 feet, more or less, thence S.57°17'W. 297.1 feet, more or less, thence S.60°35'W. 900.2 feet, more or less, S.67°16'W. 300.5 feet, more or less, S.60°35'W. 1,119.4 feet, more or less, and S.57°17'W. 238.9 feet, more or less, thence N.66°11'W. 144.3 feet, more or less, to a point

UT CORP OH-8/94

PN 107392

October 31, 1997

Page 2 of 3

on the northwesterly right of way line of said Grantor's land (formerly the northwesterly right of way line of the Union Pacific Railroad), thence Southwesterly along a 1,084 foot radius curve to the left 63.79 feet, more or less, (chord bears S.43°39'28"W. 63.78 feet), thence S.66°11'E. 213.2 feet, more or less, to the point of beginning and being in the SE1/4 of the NE1/4 and the NE1/4 of the SE1/4 of said Section 12, the NW1/4 of the SW1/4, Lot 2, the E1/2 of the NW1/4 and the NW1/4 of the NE1/4 of Section 7, T.4 S., R.1 E., S.L.M.; containing 3.31 acres, more or less.

Sidwell No. 34-07-503-001
33-12-503-001

Grantee agrees not locate and construct any structure closer than fifty-eight (58) feet from the center of the existing track.

Grantor shall have the right to construct any facilities within the Utah Transit Authority's right of way that does not injure or interfere with the Grantee's use, occupation, or enjoyment of this easement.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other

UT CORP OH-8/94

PN 107392

October 31, 1997

Page 3 of 3

obstructions which may injure or interfere with the Grantee's use, occupation, or enjoyment of this easement.

WITNESS the hand(s) of the Grantor(s) this 24th day of November, 1997.

UTAH TRANSIT AUTHORITY

Company

By: *John M. English*
John M. English, General Manager

Kenneth D. Montague, Jr.
Kenneth D. Montague, Jr.
Director of Finance & Administration

STATE OF UTAH)

:SS

COUNTY OF SALT LAKE)

On the 24th day of November, 1997,
personally appeared before me, John M. English, &
Kenneth D. Montague, Jr. who being by me duly sworn did say
that they are the General Manager & Director of Finance &
Administration, a public transit district, and that said
instrument was signed in behalf of said district by authority of
John M. English and Kenneth D. Montague, Jr.
acknowledged to me that said district executed the same.

My Commission expires:

December 11, 1998

Carol Brophy
Notary Public

Residing at Salt Lake City, Utah

Description Approved C. E. MECHAM

Approved as to form:
Anthony J.P. Rett
General Counsel, UTA

REVIEWED:
C. E. MECHAM 11/24/97
UTA ENGINEER

C:\desktop\gary\97easements\107392.4RA



EXHIBIT E

Quit Claim Draper to Triple S Investment 10-6-1995

12
S184344

WHEN RECORDED MAIL TO:

Draper City Corporation
P.O. Box 1620
Draper, Utah 84020
CZW

6184344 12.00
10/06/95 10:27 AM
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
DRAPER CITY
REC BY: B GRAY DEPUTY - MP

Space above for Recorder's Use

QUIT-CLAIM DEED

DRAPER CITY, a municipal corporation, organized and existing under the laws of the State of Utah, with its principal office at 12441 South 900 East, Draper City, Salt Lake County, State of Utah, grantor, hereby QUIT CLAIMS to Triple S Investment Company grantee, for the sum of Ten Dollars and other good and valuable considerations, the following described tract of land in Salt Lake County, State of Utah:

(See Attachment "1" for Property Description)

150 East 14500 South, Draper, Utah

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under an ordinance duly adopted by the City Council of Draper City at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate seal to be hereunto affixed by its duly authorized officers this 6th day of September, 1995.

DRAPER CITY CORPORATION

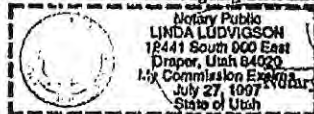
Elaine Radd
By: Mayor

STATE OF UTAH)
COUNTY OF SALT LAKE)



L. Sadler

On the 6th day of Sept, 1995, personally appeared before me Elaine Radd and Priscilla Sadler, who being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of Draper City, a municipal corporation, and said persons acknowledged to me that said municipal corporation executed the foregoing instrument.



Residing In:

Draper, Utah

My Commission Expires:

July 27, 1997

dra\qui-claim.ded

BK7244PC0337

ATTACHMENT "1"

A parcel of land being part of an entire tract of property, in the NW 1/4 SW 1/4 and SW 1/4 NW 1/4 of Section 7, T. 4 S., R. 1 E., SLB&M. The boundaries of said parcel are described as follow:

Beginning at a point approximately South 00°41'26" West 56.86 feet along the section line from the West quarter of said section, said point being on the West line of Grantor's parcel; thence North 00°41'26" East 103.44 feet, more or less, intersecting engineer station 126+63.75, to a non-tangent curve right on the South R/W line of a railroad (central point bears South 46°51'08" East 829.57 feet); thence Northeasterly 247.62 feet along the arc of said railroad to a point of tangency (chord bears North 51°41'56" East 246.70 feet); thence North 60°15'00" East 1324.99 feet, more or less, along railroad R/W to a point on the East line of Grantors parcel, said point being on a 40 acre line; thence South 00°21'29" West 76.29 feet, intersecting engineer station 142+45.39, along said 40 acre line; thence South 60°15'00" West 1287.72 feet, more or less, to a point of curvature left (central point bears South 29°45'00" East 763.57 feet); thence Southwesterly 304.36 feet, more or less, along said curve to the point of beginning. Parcel contains approximately 2.4 acres.

Highline Station Brochure

AVAILABLE FOR LEASE

Highline Station Mixed-Use Development 65 East Highland Drive, Draper, Utah



FEATURES

LOCATION

Directly east of the 14600 South Interchange on Highland Drive.

AVAILABLE

Up to 1,000,000 SF of office including multiple 180,000 SF, 6-story build-to-suit opportunities.

AMENITIES/PROXIMITY

Future on-site Trax Station with pedestrian access to the residential, office, and retail.

Access to I-15 within 1/3 mile.

Less than 25 minutes from the Salt Lake International Airport.

Direct connectivity to the Porter Rockwell nature/bike trail.

Panoramic views of the Salt Lake Valley and Wasatch Mountains.

Multiple fiber providers on site.

Direct visibility from I-15

PARKING

On-grade parking at 5 stalls per 1,000 USF

HIGHLINE
S t a t i o n

FOR MORE INFORMATION PLEASE CONTACT

Mark Murdock
VP Development
Gardner Company
801.915.1822 (Mobile)
mark@gardnercompany.net

John Bankhead
VP Development
Gardner Company
801.750.4170 (Mobile)
johnb@gardnercompany.net

Boyd Anderson
Partner
The Staker Company
801.230.0037 (Mobile)
boyd@prec-llc.com

a **GARDNER-STAKER**
VENTURE

AVAILABLE FOR LEASE

Location Map



The Highline Station development has future direct access to both Red and Blue Trax lines, and is less than a 1/3 mile east of I-15 and conveniently within 25 minutes of Salt Lake International Airport.

Many other amenities such as the equestrian park, Draper Peaks, Corner Canyon biking, numerous retail and dining locations, and miles of bike/pedestrian trails are just minutes away.

HIGHLINE

S t a t i o n

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mark@gardnercompany.net

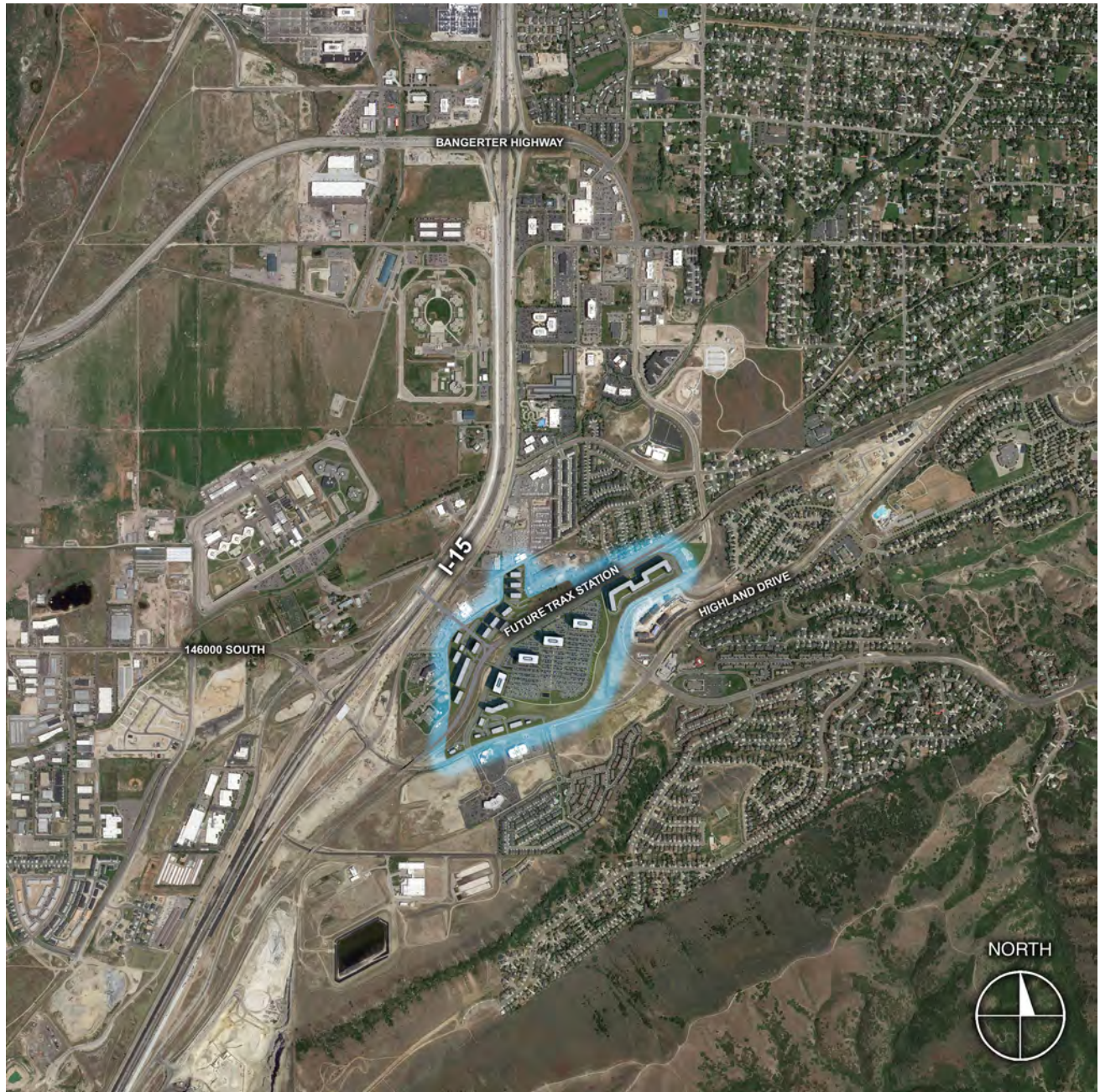
John Bankhead
VP Development
Gardner Company
801.750.4170 (Mobile)
johnb@gardnercompany.net

Boyd Anderson
Partner
The Staker Company
801.230.0037 (Mobile)
boyd@prec-llc.com

a GARDNER-STAKER
VENTURE

AVAILABLE FOR LEASE

Site Plan



HIGHLINE
S t a t i o n

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Renderings



Located in the heart of Utah's Silicon Slopes, the Highline Station Mixed-Use Development is poised to be a landmark of the Wasatch Front presenting elevated panoramic views of the Salt Lake Valley. The development features up to 1,000,000 SF of built-to-suit 'Class-A' office space, 30,000 SF of onsite retail-dining, 1,000 high-end residential units, and an on-site hotel.

HIGHLINE
S t a t i o n

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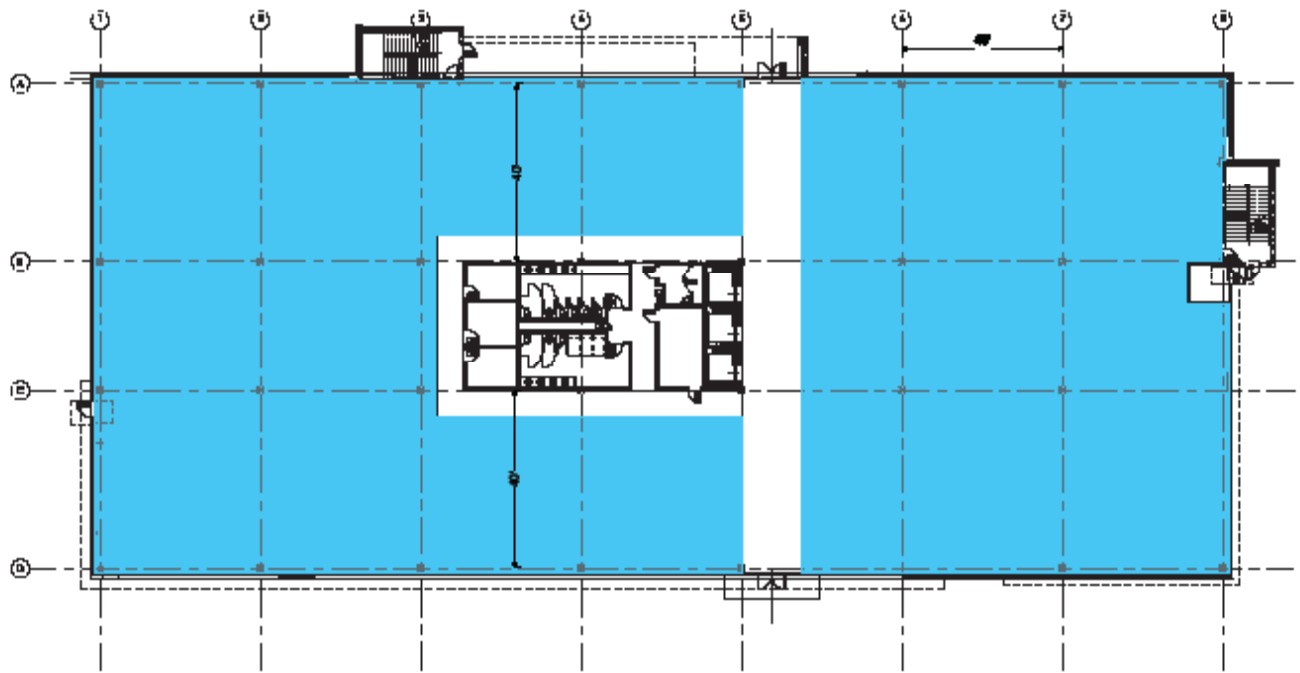
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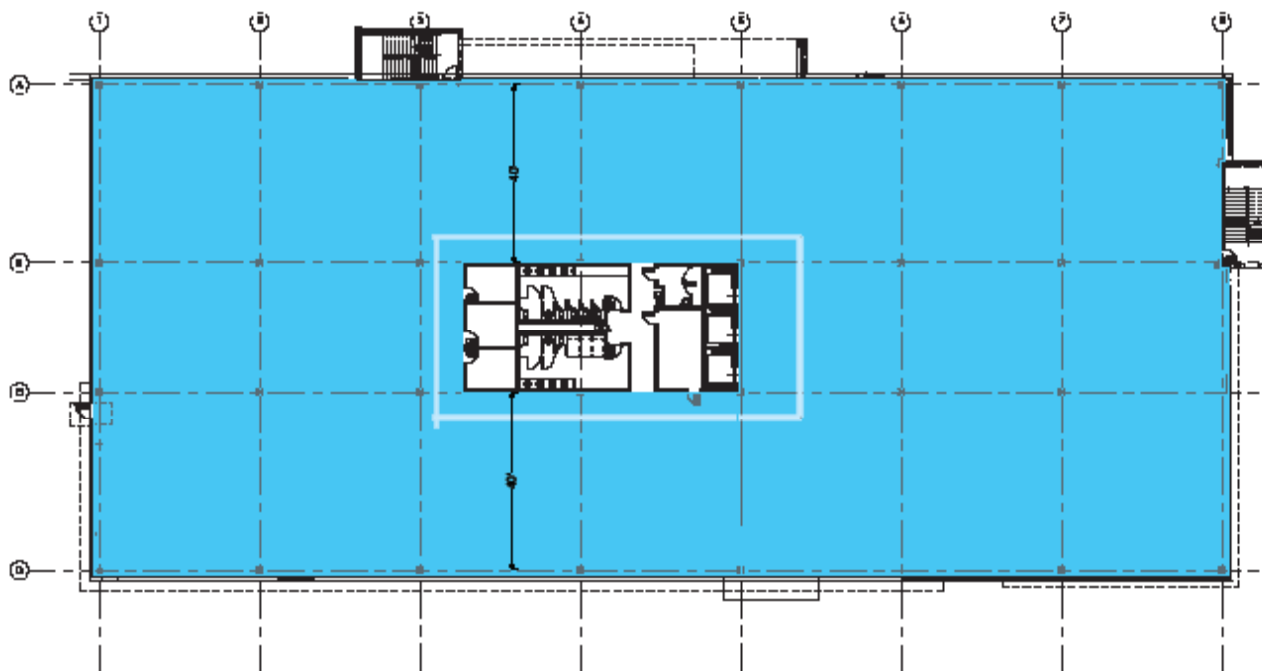
a **GARDNER-STAKER**
VENTURE

AVAILABLE FOR LEASE

Floor Plan



Lobby Plan



Typical Floor 2-5 Plan

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boyd@prec-llc.com

a GARDNER-STAKER
VENTURE

Qualifications of Appraiser

Qualifications of Eric J. Van Drimmelen, MAI

CONTACT INFORMATION:

Eric Van Drimmelen, MAI
 Van Drimmelen & Associates, Inc.
 Real Estate Appraisers / Consultants
 774 East 2100 South
 Salt Lake City, Utah 84106
 Ph: 801-483-3000 / Direct: 801-536-6468
 Mobile: 801-510-3318
 Fax: 801-487-0330
 E-Mail: eric@valueutah.com

EDUCATION BACKGROUND AND APPRAISAL TRAINING:

BS Degree, Finance	University of Utah, 8-98
Fundamental Appraisal	O'Brien Schools, 7-96
Appraising Residences	O'Brien Schools, 7-96
Standards of Professional Practice (USPAP)	O'Brien Schools, 7-96
Real Estate Principles	University of Utah, 3-98
Real Estate Law	University of Utah, 6-98
Advanced Income Capitalization, AI 510	Appraisal Institute, St. Paul, MN 7-99
Advanced Application, AI 550	Appraisal Institute, SLC, UT 10-99
Advanced Sales and Cost Approaches, AI 530	Appraisal Institute, Portland, OR 3-00
Highest and Best Use, AI 520	Appraisal Institute, Denver, CO 6-00
Report Writing, AI 540	Appraisal Institute, SLC, UT 10-00
USPAP, AI 410	Appraisal Institute, 4-01
USPAP, AI 420	Appraisal Institute, 5-01
Demonstration Report Writing	Appraisal Institute, 10-02
Separating Real and Personal Property from Intangible Business Assets, AI 800	Appraisal Institute, 2-03
Appraisal Institute Summer Seminar 2003, Growth Trends-Past, Present, Future; Data Management	Utah Chapter Appraisal Institute, 6-03
Environmental Concerns on Property Development	Utah Chapter Appraisal Institute, 6-03
Scope of Work, Expanding Your Range of Services	Appraisal Institute, 9-03
Rates and Ratios: Making Sense of GIMs OARs, and DCFs	Appraisal Institute, 2-04
7-Hour National USPAP Update	Appraisal Institute, 5-04
Appraisal Regulations; Retail and Office Development (AI Northern Branch Mtg.)	Appraisal Institute, 10-05
Feasibility Analysis, Market Value and Investment Timing: Introducing the Impact of Option Value	Appraisal Institute, 2-06
7-Hour National 2006 USPAP Update	Appraisal Institute, 4-06
Small Hotel/Motel Valuation: Limited-Service Lodging	Appraisal Institute, 5-06
Analyzing Operating Expenses	Appraisal Institute, 5-06

EDUCATION BACKGROUND AND TRAINING (Continued):

Appraisal & Appraisal Review Expectation	Utah Department of Transportation, 5-06
7-Hour National USPAP Update Course	Appraisal Institute, 5-08
HVCC Update	Utah Chapter, Appraisal Institute, 10-08
Utah Housing Market & Subdivisions	Utah Chapter, Appraisal Institute, 11-08
St. George Appraisal Symposium	Utah Chapter, Appraisal Institute, 3-09
Mid-Year 09 Real Estate Economic Update	Utah Association of Appraisers, 8-09
St. George Appraisal Symposium	Utah Chapter, Appraisal Institute, 3-10
St. George Appraisal Symposium	Utah Chapter, Appraisal Institute, 3-11
7-Hour National USPAP Update Course	Appraisal Institute, 3-12
Supervisory Appraiser and Appraiser Trainee Course	Appraisal Institute, 2-14
Caravan 2014 – Utah Division of Real Estate	Utah Division of Real Estate, 4-14
2014 Legislative Update – Board of Equalization Class for Hearing Officers	Utah Association of Appraisers, 4-14
7-Hour National USPAP Update Course	Appraisal Institute, 5-14
Caravan 2016 – Utah Division of Real Estate	Utah Division of Real Estate, 4-16
2016-2017 7-Hour National USPAP Update	McKissock, 5-16
The Nuts and Bolts of Green Building	McKissock, 5-16
Appraisal of Fast Food Facilities	McKissock, 5-16

RIGHT-OF-WAY EDUCATION AND TRAINING:

Real Estate Law	University of Utah, 6-98
Eminent Domain Seminar	Utah State Capitol, 3-01
Principles of Real Estate Engineering, IRWA 900	International Right of Way Association, 3-03
Eminent Domain Training for Attorneys and Appraisers, NHI Course No. 141036	The National Highway Institute & the State of Utah Department of Transportation, 1-04
Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) 49 CFR Part 24 including the New Rule (effective 02/03/05)	Prepared by FHWA, Utah Department of Transportation, 4-05
Appraisal & Appraisal Review Expectation	Utah Department of Transportation, 5-06
Litigation Skills for the Appraiser	Appraisal Institute, 2-07
Eminent Domain Update	Utah Land Institute, 2-08
FHWA-NHI-141044 Appraisal Review for Federal Aid Highway Programs	National Highway Institute, 3-08
IRWA Course #400, Principles of Real Estate Appraisal	International Right of Way Association, 2-12
IRWA Course #410, Reviewing Appraisals in Eminent Domain	International Right of Way Association, 3-14
IRWA Course #403, Easement Valuation	International Right of Way Association, 9-14

PROFESSIONAL EXPERIENCE:

Public Relations & Researcher	Bodell-Van Drimmelen & Assoc., 1994-1995
Appraiser, Market Analyst, & Researcher	Bodell-Van Drimmelen Commercial Appraisers, 1995-1999
Staff Appraiser	Wal-Mart Realty Co., a division of Wal-Mart Stores, Inc., 1999-2000
Appraiser	Bodell-Van Drimmelen Commercial Appraisers, 2000-2002
President/CEO	Bodell-Van Drimmelen Commercial Appraisers, 2002-2010
President/CEO	Van Drimmelen & Associates, Inc. 2010-Present

PROFESSIONAL AFFILIATIONS:

Appraisal Institute	MAI Designated Member
International Right of Way Association	Member No. 196
Utah State Certified General Appraiser	License #5463327-CG00, Expires 5-31-18
Idaho Certified General Appraiser	License #CGA-3918, Expires 3-7-16
Wyoming Certified General Appraiser	License AP-1385, Expires 2-10-17

CLIENTS – PARTIAL LIST*

Aegon, USA	First National Bank Of Layton	Salt Lake City
America First Credit Union	Frontier Bank	SLI Investment
American Investment Financial	Farmington City	South Salt Lake
Bank of Utah	First National Bank Of Layton	State of Utah
Barnes Bank	First Colony Mortgage	US Bank
Brighton Bank	Kaysville City	UDOT
Centennial Bank	Layton City	Weber State University
C.T. Investments	Matrix Capital Bank	Wells Fargo
Chevron	Midvale City	Western Community Bank
CIT Group	Republic Mortgage	Zions First National Bank




*Many developers, attorneys, and individuals

APPRAISAL EXPERIENCE:

I am a second generation appraiser and have been around the appraisal profession nearly my entire life. I have been assisting and appraising real properties since 1995. Over the past twenty plus years I have appraised a variety of properties in Utah, Idaho, Wyoming, Montana and Nevada. My appraisal experience has been diverse and has included a variety of property types in commercial, residential, industrial and agricultural real estate. I am a MAI designated member of the Appraisal Institute, showing a commitment to advanced education, higher ethical requirements and elevated expectations for the appraisal profession as a whole. I began my career in appraising at Bodell-Van Drimmelen in 1995, where I worked as a researcher, market analyst, and appraiser. In early 1999 I accepted an offer from Wal-Mart Realty, a division of Wal-Mart, as a staff appraiser at the headquarters of Wal-Mart in Bentonville, Arkansas. At

Wal-Mart, I was one of three appraisers who provided consultation, analysis, appraisal review, and valuations for internal investment decisions and marketing purposes on both land and buildings throughout the United States. After gaining experience on the national level, I decided to return to Utah to continue working with Bodell-Van Drimmelen Commercial Appraising, Inc. In 2002, I became President of the company and in 2010 changed the name of the company to Van Drimmelen & Associates, Inc. Some of the types of property appraised/assisted with during my career are listed below:

- Airports/Hangars
- Church/Public Buildings
- Easements
- Greenhouses
- Land (all types)
- Pad Sites/Outlots
- Retail (all types)
- Subdivisions
- Apartments
- C-Stores
- Eminent Domain
- Home/Office/Retail
- Lodging
- Recreational Properties
- Restaurants
- Theaters
- Bowling Alley
- Day Care
- Farm/Ranch
- Industrial
- Office
- Residential (all types)
- Service/Gas Stations

STATE OF UTAH	
DEPARTMENT OF COMMERCE	
DIVISION OF REAL ESTATE	
ACTIVE LICENSE	
DATE ISSUED:	05/31/2016
EXPIRATION DATE:	05/31/2018
LICENSE NUMBER:	5463327-CG00
LICENSE TYPE:	Certified General Appraiser
ISSUED TO:	ERIC VAN DRIMMELEN 6769 WALKER MILL DRIVE SALT LAKE CITY UT 84121
	
 SIGNATURE OF HOLDER	 REAL ESTATE DIVISION DIRECTOR

VAN DRIMMELEN & ASSOCIATES, INC.
REAL ESTATE APPRAISERS / CONSULTANTS

December 6, 2017

Utah Transit Authority
Attn: Ms. Shelley Nielsen
Property Administrator II
699 West 200 South, Salt Lake
City, Utah 84101

Re: An addendum to an appraisal report of vacant land located at ±65 East Highland Drive, Draper, Utah. Original Appraiser File #667ev317. Date of original report: March 15, 2017.

Dear Ms. Nielsen:

At your request, I have prepared this addendum to address a change to the area of land that is the subject of the above referenced appraisal, dated March 15, 2017 and identified as my file 667ev317. Subsequent to the completion of the original appraisal, the size of the subject land has changed from 236,752 square feet, or 5.435 acres, to 260,264 square feet, or 5.975 acres. As supported in the original report, the concluded market value as of March 15, 2017 is \$11.50 per square foot. In reviewing the new legal description and associated physical characteristics, it does not appear that the change in land size or area affects the conclusions in the appraisal report and the same price per square foot is concluded. The total value of the land is calculated as follows:

Reconciliation of Land Value		
SF x Price / SF = Value		
Total SF	Price / SF	Value
260,264	\$11.50	\$2,993,036
Rounded		\$2,995,000

As supported by the original appraisal and considering the change in land size, I am of the opinion that the retrospective market value as is of the fee simple interest (as defined in the original Appraisal Report and subject to the definitions, certifications and assumptions set forth in the original Appraisal Report), as of March 15, 2017, was:

TWO MILLION NINE HUNDRED NINETY-FIVE THOUSAND DOLLARS \$2,995,000
--

Ms. Shelley Nielsen
December 6, 2017
Page 2

The use of this addendum and original appraisal report, by the client or by a third party, will mean acceptance of all assumptions and limiting conditions contained in the original report, identified as my file 667ev317, dated March 15, 2017. Any items not addressed herein are assumed unchanged from the original report. This addendum should be attached to the original report and it is assumed that the reader of this report has the original report in their possession. This addendum may not be understood properly without reviewing the information in the original report. The change in value is due to the change in land area. The concluded market value per square foot remains unchanged from the original report.

The change in concluded market value is subject to the general assumptions and limiting conditions, and specific extraordinary assumptions stated in the original report. It is important that the reader of this addendum, review and understand all general and specific assumptions and limiting conditions.

I trust this addendum is sufficient to accomplish its intended function. Please call if I may be of further assistance.

Respectfully submitted,



Eric Van Drimmelen, MAI

Utah State Certified General Appraiser Certificate #5463327-CG00, Expires 5-31-18
--

Attachments

Highline – UTA Purchase Parcel

Beginning at a point being South 01°14'35" East 1,376.78 feet along the section line and West 426.25 feet from the North Quarter Corner of Section 7, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 60°30'05" West 2,405.43 feet;

thence Southwesterly 545.34 feet along the arc of a 755.00 foot radius curve to the left (center bears South 29°30'20" East and the chord bears South 39°48'07" West 533.56 feet with a central angle of 41°23'06");

thence South 19°06'33" West 242.28 feet;

thence Southwesterly 516.97 feet along the arc of a 1,532.39 foot radius curve to the right (center bears North 71°39'27" West and the chord bears South 28°00'26" West 514.52 feet with a central angle of 19°19'46");

thence North 52°19'41" West 14.93 feet;

thence North 37°08'50" East 60.64 feet;

thence Northeasterly 61.41 feet along the arc of a 609.21 foot radius curve to the left (center bears North 53°13'27" West and the chord bears North 33°53'17" East 61.38 feet with a central angle of 05°46'31");

thence Northeasterly 123.40 feet along the arc of a 1,462.92 foot radius curve to the left (center bears North 57°00'44" West and the chord bears North 30°34'17" East 123.36 feet with a central angle of 04°49'58");

thence North 26°55'55" East 83.85 feet;

thence Northeasterly 33.48 feet along the arc of a 183.29 foot radius curve to the right (center bears South 63°57'58" East and the chord bears North 31°15'58" East 33.43 feet with a central angle of 10°27'51");

thence North 18°40'49" East 190.31 feet;

thence North 16°39'18" East 109.76 feet;

thence Northeasterly 311.84 feet along the arc of a 830.00 foot radius curve to the right (center bears South 73°20'42" East and the chord bears North 27°25'05" East 310.00 feet with a central angle of 21°31'35");

thence North 38°10'52" East 79.85 feet;

thence North 32°43'48" East 125.99 feet;

thence North 43°50'20" East 21.33 feet;

thence North 29°52'47" East 28.30 feet;

thence Northeasterly 166.28 feet along the arc of a 387.00 foot radius curve to the right (center bears South 60°07'13" East and the chord bears North 42°11'20" East 165.01 feet with a central angle of 24°37'07");

thence North 54°29'54" East 23.08 feet;

thence North 60°17'46" East 202.11 feet;

thence North 60°31'33" East 903.85 feet;

thence North 66°12'18" East 15.43 feet;

thence Northeasterly 29.40 feet along the arc of a 295.00 foot radius curve to the left (center bears North 23°47'42" West and the chord bears North 63°20'59" East 29.39 feet with a central angle of 05°42'38");

thence North 60°29'40" East 807.95 feet;

thence North 29°30'20" West 2.38 feet;

thence North 60°31'42" East 179.64 feet;

thence Northeasterly 59.21 feet along the arc of a 217.50 foot radius curve to the right (center bears South $18^{\circ}52'52''$ East and the chord bears North $78^{\circ}55'04''$ East 59.03 feet with a central angle of $15^{\circ}35'51''$);

thence North $86^{\circ}42'59''$ East 75.98 feet;

thence Northeasterly 37.91 feet along the arc of a 82.50 foot radius curve to the left (center bears North $03^{\circ}17'01''$ West and the chord bears North $73^{\circ}33'05''$ East 37.58 feet with a central angle of $26^{\circ}19'48''$);

thence North $60^{\circ}23'11''$ East 20.00 feet;

thence South $29^{\circ}36'49''$ East 39.38 feet to the point of beginning.

Contains 260,264 Square Feet or 5.975 Acres



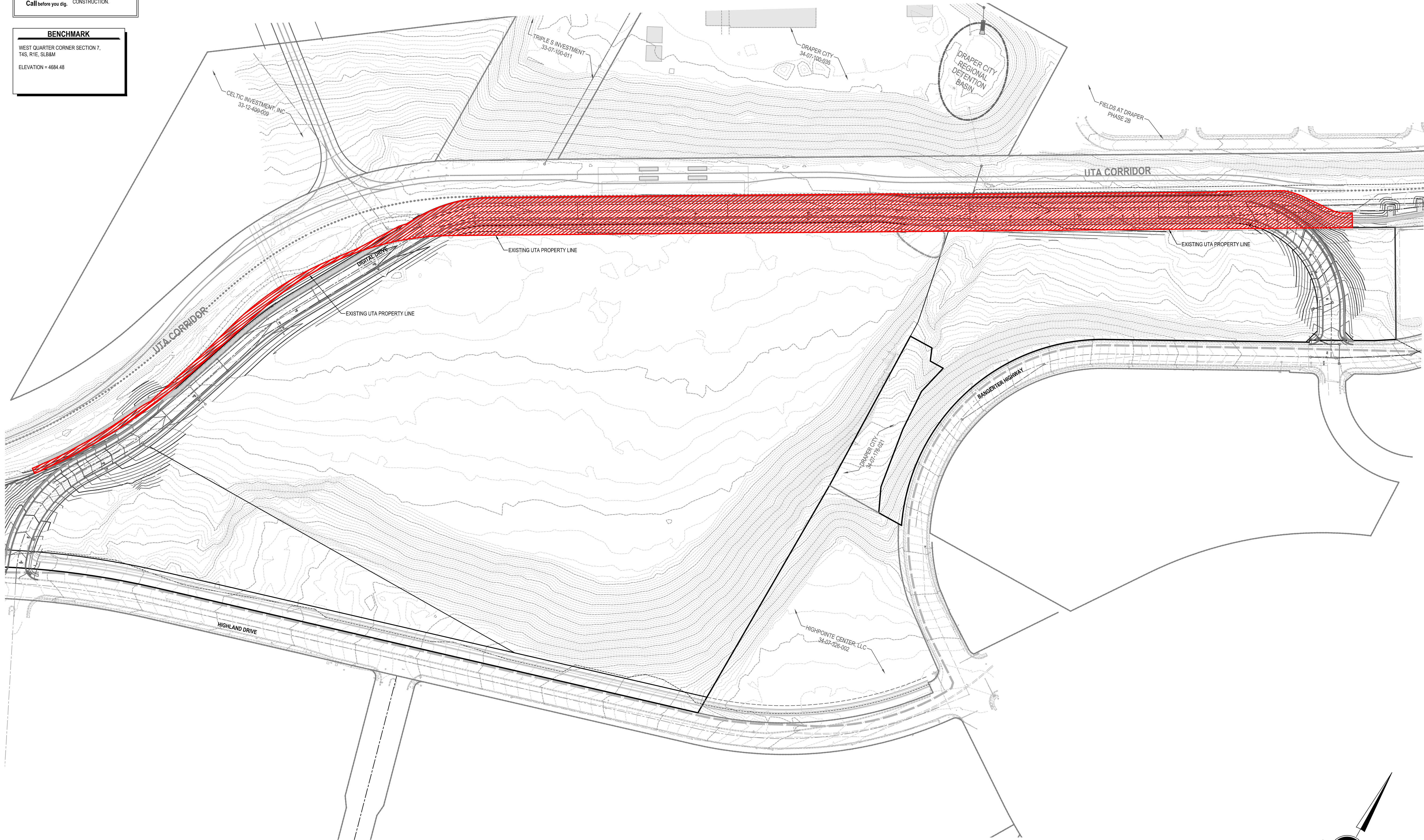
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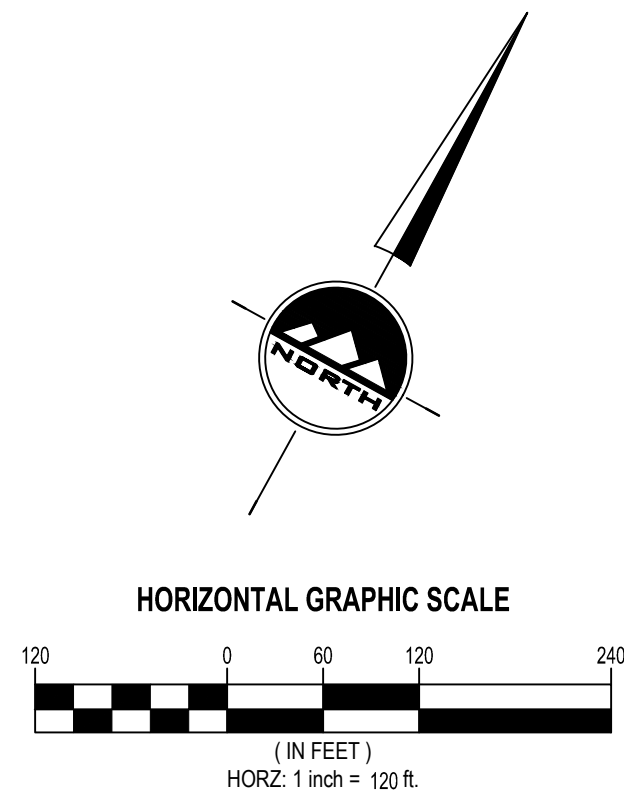
BENCHMARK

WEST QUARTER CORNER SECTION 7,
T4S, R1E, SL&M

ELEVATION = 4684.48



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FOR:
GARDNER COMPANY
400 WEST 80 SOUTH, #360
SALT LAKE CITY, UTAH 84101

CONTACT:
MARK MURDOCK
PHONE: (801) 915-1822

**DRAPER HIGHLINE
BACKBONE INFRASTRUCTURE**

**65 EAST HIGHLAND DRIVE
DRAPER, UTAH**

**OVERALL EXHIBIT
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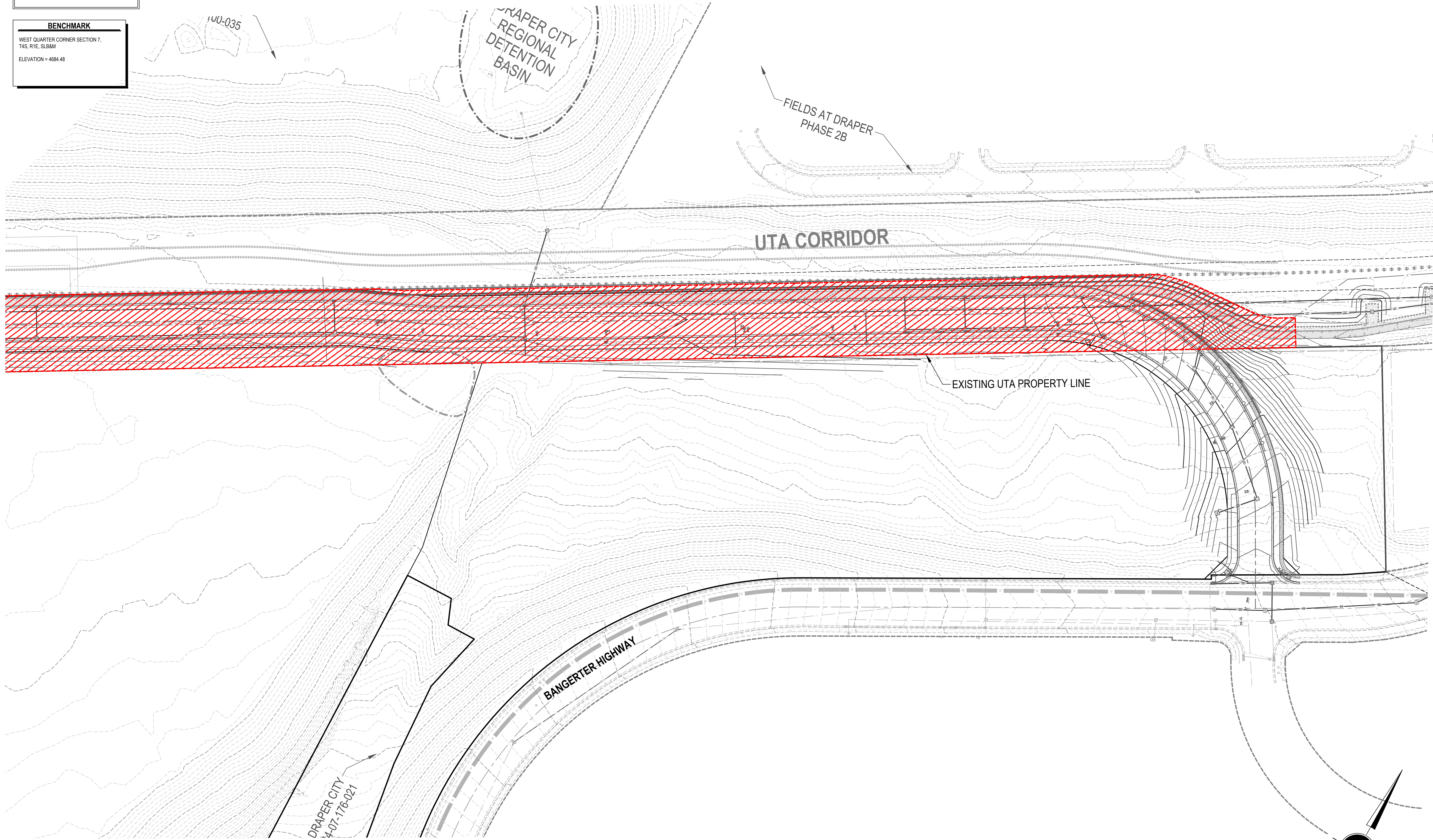
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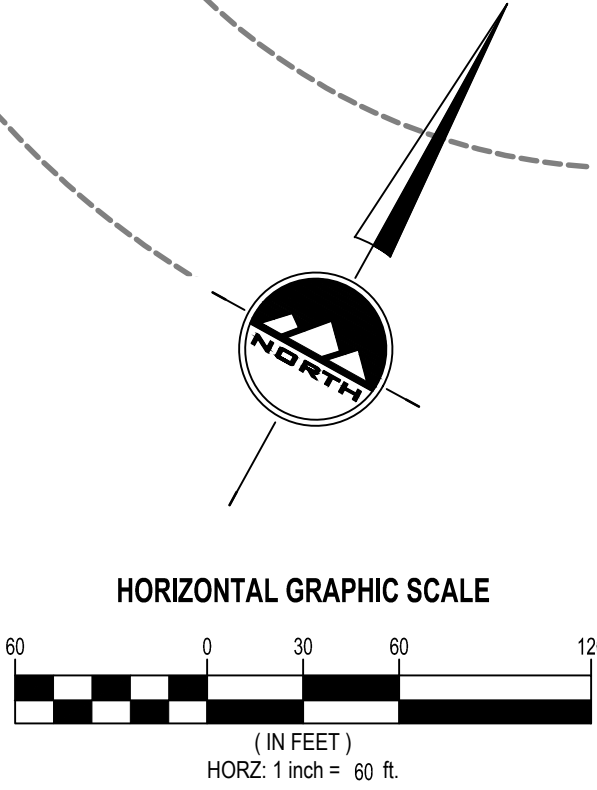
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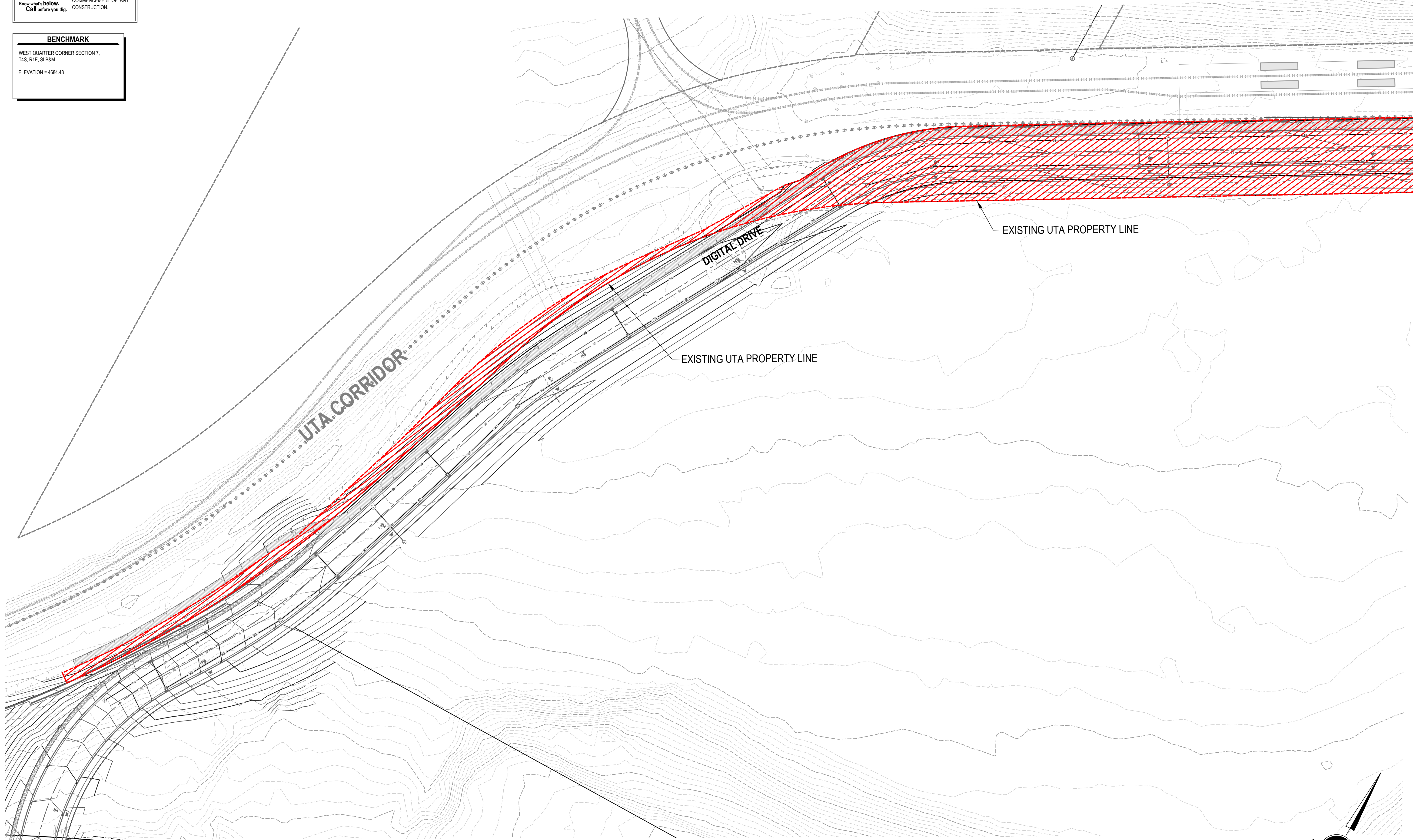
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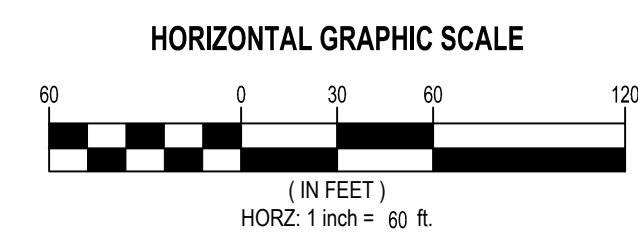
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