



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-R399(42)	Parcel No.(s): 41B:E, 41B:2E, 41B:3E
Job/Proj / Auth No: 70886	Pin No: 6697
Project Location: Pioneer Crossing, Lehi	
County of Property: UTAH	Tax ID / Sidwell No: 58-035-0059
Property Address: Vacant Land East of Redwood Road, North of W 7600 N, West of Jordan River, South of W 8570 N SARATOGA SPRINGS U	
Owner / Grantor (s): Dry Creek Structures, LLC	
Owner's Address: 760 East 3150 North, LEHI, UT, 84043	
Owner's Home Phone: (801)404-8901	Owner's Work Phone:

Acquiring Entity: Utah Department of Transportation (UDOT)

**For the subject property described in the attached deed (Exhibit A), commonly referred to as:
Vacant Land East of Redwood Road, North of W 7600 N, West of Jordan River, South of W 8570 N,
SARATOGA SPRINGS, UT 84043**

This Right of Entry and Occupancy Agreement ("Agreement") is made pursuant to Utah Code Annotated Section 59-2-1337.

We ~~LLC~~ Dry Creek Structures, ^{LLC} (as Property Owners), hereby grant to the State of Utah, Department of Transportation ("UDOT") and its contractors permission to enter upon, take possession of, and commence construction of its public works facility, a portion of which is to be located on the property described in attached Exhibit A, subject to the terms and conditions contained herein. This Agreement is made in anticipation of a possible condemnation action by UDOT and is intended to provide for the entry and occupancy of the property pending further negotiations or the filing and pursuit of condemnation proceedings and possible alternative informal proceedings as provided for in this Agreement. Property Owners understand that, by executing this Agreement, Property Owners have waived and abandoned all defenses to the acquisition of the property.

It is understood and agreed that the sum of \$ 9,100.00 will be paid to the Property Owners as consideration for entering into this Agreement. This amount paid to the Property Owners shall be deducted from a final settlement, award of arbitration, or other determination of just compensation in an eminent domain action should one be pursued to acquire the property that is determined to be necessary for the project. The amount paid will be for the purposes of this Agreement only, and will not be admissible as evidence in any subsequent process used to establish the value of the property or the amount of compensation that may be due to the Property Owners. This Agreement is an 'entry agreement' made pursuant to Utah Code Annotated Section 59-2-1337. In the event property taxes are validly assessed after the date of this Agreement, said property taxes will be the responsibility of the Property Owners.

The parties to this Agreement understand that a title report may indicate that other third parties may have a claim to part of the proceeds being paid by UDOT to the Property Owners under this Agreement. It is understood that Property Owners are obligated to provide good and marketable title to the property when conveyance of any fee interest is made to UDOT. It is not the intent of the Agreement to properly assess potential third-party claims. In the event it is later determined that part of the compensation paid to the Property Owners herein should properly be paid to other third parties, then it shall be the sole obligation of the Property Owners to satisfy such claims and deliver good and marketable title to UDOT. It shall also be the sole obligation of the Property Owners to hold UDOT harmless as to such encumbrances by third parties.

It is understood and agreed that this Agreement is granted without prejudice to the rights of the Property Owners, pending any settlement, to contest the amount of compensation to be paid the Property Owners for the property described in Exhibit A. If a satisfactory settlement cannot be agreed upon, UDOT will, upon notice from the Property Owners that the amount of compensation offered and/or other proposed settlement terms are not acceptable, or at its own election, proceed at once to commence and diligently prosecute a condemnation proceeding in the appropriate court for a judicial determination of such compensation. If requested to do so by the Property Owners, UDOT will, prior to commencing a condemnation proceeding, enter into a mediation or arbitration procedure provided for in Utah Code Annotated Section 78-34-21 through the Office of the Property Rights Ombudsman.

If the Property Owner uses the property for a residence, business, or farming operation and is required to move as a result of UDOT's acquisition of the property, the Property Owners may be entitled to relocation assistance and/or payments as a displaced person. The relocation assistance and payment are available as a matter of right and subject to federal and state law if the Property Owners are displaced by the acquisition of this property and are not conditional upon the Property Owners signing this Right of Entry and Occupancy Agreement.

The effective date of the Right Of Entry and Occupancy Agreement shall be the date this Agreement is executed by the Property Owners, as shown below, and that date shall be the date of value for fair market valuation purposes in the context of settlement negotiations, arbitration, or an eminent domain proceeding, should one be necessary, unless the Property Owners have been previously served with a summons in regard to this property acquisition or the parties have otherwise agreed in writing to a different date for purposes of valuation. It is understood that, according to state law, any additional compensation that is ordered to be paid to the Property Owners for the acquisition of the property will include interest at an annual rate of 8 % on any additional compensation that is determined to be payable to the Property Owners over and above that paid with this Agreement, calculated from the date of this Agreement.

DATED this FIFTEEN day of JANUARY, 2009

Property Owner

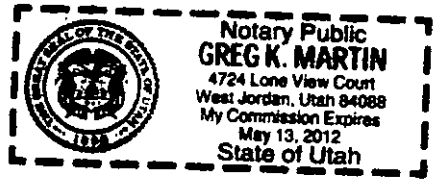
Property Owner

STATE OF UTAH
County of Utah

On the 15th day of JANUARY, 2009, personally appeared before me

Bryce Wadsworth the signer(s) of the Agreement set forth above,
who duly acknowledged to me that they executed the same.

Greg K. Martin
NOTARY PUBLIC



DATED this 2 day of FEBRUARY, 2009

ENT 11922:2009 PG 3 of 9

Lyle McMillan
Lyle McMillan, UDOT Director of Right of Way

STATE OF UTAH

County of SALT LAKE

On the 2 day of FEBRUARY, 2009, personally appeared before me

Lyle D. McMillan the signer(s) of this Agreement for UDOT
who fully acknowledged to me that they executed the same.



[Signature]
NOTARY PUBLIC

Exhibits:

ADDITIONAL TERMS: 2008 Real Estate Taxes, and all assessments, including homeowner's fees (if applicable), and any and all liens, must be paid in full at or prior to payment of \$9,100.00.

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Exhibit "A" page 1

Perpetual Easement
(LIMITED LIABILITY COMPANY)

Tax ID No. 58-035-0059
Parcel No. R399:41B:E
Project No. S-R399(42)
CID No. 70886
PIN No. 6697

DRY CREEK STRUCTURES, LLC, a Limited Liability Company of the State of Utah, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of (\$10.00) TEN Dollars, and other good and valuable consideration, to wit:

A Perpetual Easement upon a parcel of land in fee, being part of an entire tract of land, situate in the Northeast Quarter of section 23, Township 5 South, Range 1 West, S.L.B. & M., in Utah County, State of Utah, for the purpose of constructing thereon cut and/or fill slopes and appurtenant parts thereof incident to the construction of a State Road known as Pioneer Crossing in Lehi Utah, also known as Project No. S-R399(42), and further described as follows:

Commencing at the East quarter corner of section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°30'40" West, along the section line a distance of 1,332.38 feet; thence West, a distance of 1,118.90 feet to the POINT OF BEGINNING; and running thence North 89°50'49" West, a distance of 265.81 feet; thence North 00°13'00" East, a distance of 13.75 feet; thence North 84°07'39" East, a distance of 59.57 feet; thence South 89°50'49" East, a distance of 206.55 feet; thence South 00°09'11" West, a distance of 20.00 feet to the POINT OF BEGINNING.
Containing 5,131 square feet or 0.1178 acres, more or less.

It is agreed hereby, that the Owners, by consent of the Utah Department of Transportation, shall have the right to lessen, but not to increase the vertical distance or grade of said cut and /or fill slopes, after said slopes are constructed on the above described lands at the expense of said Utah Department of Transportation, thereafter said Utah Department of Transportation is relieved of any further claim or demand for costs, damages, or maintenance charges which may accrue against said slopes and appurtenant parts thereof.

Parcel No. R399:41B:E
Project No. S-R399(42)

ENT 11922:2009 PG 5 of 9

*Exhibit "A"
Page 2*

~~IN WITNESS WHEREOF~~, said ~~_____~~ has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20 _____.

Limited Liability Company

By _____
Manager

STATE OF _____)
) ss.
COUNTY OF _____)

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that he is the Manager of _____, a Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said company by authority of its Articles of Organization, and said _____ acknowledged to me that said company executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Exhibit "A"
PAGE 3

Temporary Construction Easement
(LIMITED LIABILITY COMPANY)

Tax ID No. 58-035-0059
Parcel No. R399:41B:2E
Project No. S-R399(42)
CID No. 70886
PIN No. 6697

DRY CREEK STRUCTURES, LLC, a Limited Liability Company of the State of Utah, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, to wit:

A temporary easement upon a parcel of land in fee, being part of an entire tract of land, situate in the Northeast quarter of Section 23, Township 5 South, Range 1 West, S.L.B. & M., in Utah County, State of Utah, to facilitate the construction of a State Road known as the Pioneer Connector in Lehi, Utah and also known as Project No. S-R399(42), and further described as follows:

Commencing at the East quarter corner of section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°30'42" West, along the section line a distance of 1,330.85 feet; thence West, a distance of 545.62 feet to the POINT OF BEGINNING; thence North 89°50'49" West, a distance of 573.28 feet; thence North 00°09'11" East, a distance of 20.00 feet; thence South 89°50'49" East, a distance of 573.28 feet; thence South 00°09'11" West, a distance of 20.00 feet to the POINT OF BEGINNING. Containing 11,466 square feet or 0.2632 acres, more or less.

The hereinabove temporary easement shall expire on June 30, 2011, or upon the completion of the construction of said project, whichever occurs first.

*Exhibit "A"
page 4*

ENT 11922:2009 PG 7 of 9

~~IN WITNESS WHEREOF, said _____ has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20 _____.~~

_____ Limited Liability Company
By _____
Manager

STATE OF)
) ss.
COUNTY OF)

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that he is the Manager of _____, a Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said company by authority of its Articles of Organization, and said _____ acknowledged to me that said company executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Exhibit "A"
Page 5

ENT 11922:2009 PG 8 of 9

Perpetual Easement

(LIMITED LIABILITY COMPANY)

Tax ID No. 58-035-0059
Parcel No. R399:41B:3E
Project No. S-R399(42)
CID No. 70886
PIN No. 6697

DRY CREEK STRUCTURES, LLC, a Limited Liability Company of the State of Utah, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, to wit:

A Perpetual Easement upon a parcel of land in fee, being part of an entire tract of land, situate in the Northeast quarter of Section 23, Township 5 South, Range 1 West, S.L.B. & M., in Utah County, State of Utah, for the purpose of constructing thereon cut and/or fill slopes and appurtenant parts thereof incident to the construction of a State Road known as the Pioneer Connector in Lehi Utah, also known as Project No. S-R399(42), and further described as follows:

Commencing at the East quarter corner of section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°30'42" West, along the section line a distance of 1,328.36 feet; thence West, a distance of 214.62 feet to the POINT OF BEGINNING; and running thence North 89°29'12" West, a distance of 255.13 feet; thence North 89°50'49" West, a distance of 75.89 feet; thence North 00°09'11" East, a distance of 20.00 feet; thence South 89°50'49" East, a distance of 341.76 feet; thence South 26°34'43" West, a distance of 24.12 feet to the POINT OF BEGINNING.
Containing 6,940 square feet or 0.1593 acres, more or less.

It is agreed hereby, that the Owners, by consent of the Utah Department of Transportation, shall have the right to lessen, but not to increase the vertical distance or grade of said cut and /or fill slopes, after said slopes are constructed on the above described lands at the expense of said Utah Department of Transportation, thereafter said Utah Department of Transportation is relieved of any further claim or demand for costs, damages, or maintenance charges which may accrue against said slopes and appurtenant parts thereof.

Exhibit "A"
Page 6

ENT 11922:2009 P6 9 of 9

IN WITNESS WHEREOF, said _____ has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20_____.

Limited Liability Company
By _____
Manager

STATE OF _____)
) ss.

COUNTY OF _____)

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that he is the Manager of _____, a Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said company by authority of its Articles of Organization, and said _____ acknowledged to me that said company executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public