

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
4501 South 2700 West
P.O. Box 148420
Salt Lake City, UT 84114-8420

12830698
8/16/2018 12:09:00 PM \$30.00
Book - 10703 Pg - 5933-5943
ADAM GARDINER
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 11 P.

UDOT Utah Department of Transportation
Keeping Utah Moving
Right of Entry and Occupancy Agreement

Project No: S-0085(9) Parcel No.(s): 9027, 9027:E

Pin No: 13149 Job/Proj No: 72192 Project Location: SR-85, MVC: 4100 South to SR-201
County of Property: SALT LAKE Tax ID / Sidwell No: 14-35-228-029 / 14-35-228-032
Property Address: 3556 South 5600 West WEST VALLEY CITY UT, 84128
Owner's Address: 6442 South Timpanogos Way, Taylorsville, UT, 84129
Owner's Home Phone: (801)967-1816 Owner's Work Phone: (801)635-0180
Owner / Grantor (s): Hunter Park Plaza Limited Liability Company
Grantee: Utah Department of Transportation (UDOT)/The Department

Acquiring Entity: Utah Department of Transportation (UDOT)

For the subject property described in the attached deed (Exhibit A).

This Right of Entry and Occupancy Agreement ("Agreement") is entered between Hunter Park Plaza Limited Liability Company ("Property Owners") and Utah Department of Transportation (UDOT).

Property Owners hereby grant to UDOT, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to occupy and commence construction or other necessary activity on the property sought to be acquired/occupied with this Agreement, and to do whatever construction, relocation of utilities, and other work as may be required in furtherance of the state transportation project, located on the property described in attached Exhibit A. 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.

The sum of \$109,400.00 (the "Deposit") will be paid into escrow, a non-interest bearing account, at a title company for the benefit of Property Owners as consideration for entering into this Agreement. UDOT will be responsible for the expenses of the escrow account. This amount paid into escrow 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. Property taxes will be the responsibility of the Property Owners until transfer of the deed(s) to UDOT.

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. UDOT will have the right to approve the release of the Deposit from Escrow to Property Owners and to require a conveyance of the subject property from the Property Owners to UDOT prior to the release. 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 Deposit should properly be paid to other third parties, then UDOT will have the right to require that the third parties participate in the release of the Deposit or the Deposit will be applied to any remaining liens. In the event that UDOT desires to obtain title insurance in connection with the release of the deposit, UDOT will pay the premiums for the title coverage.

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



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a satisfactory settlement can not 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 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 the Utah Code Annotated 78B-6-522 and 13-43-204 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 entry upon the property.

Exhibits:

[Signatures and Acknowledgments to Follow Immediately]

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SIGNATURE PAGE
TO
UTAH DEPARTMENT OF TRANSPORTATION
RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

DATED this 13th day of July, 2018

Neil K. Nixon Property Owner
Property Owner
Property Owner

STATE OF UTAH
County of Salt Lake

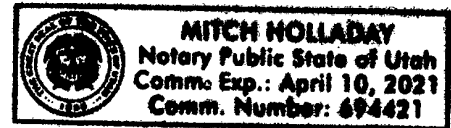
On the 13th day of July, 2018, personally appeared before me

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

Mitch Holladay
NOTARY PUBLIC

DATED this 31st day of July, 2018

Charles A. Starnes
UDOT Director / Deputy Director of Right of Way



STATE OF UTAH
County of Salt Lake

On the 31st day of July, 2018, personally appeared before me

Charles A. Starnes the signer(s) of this Agreement for UDOT
who duly acknowledged to me that they executed the same.

Susan Kay Parker
NOTARY PUBLIC

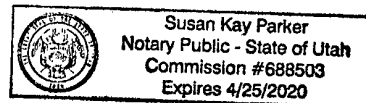


Exhibit A

Warranty Deed & Deed Plot

Easement & Deed Plot

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

Warranty Deed

(Limited Liability Company)

Salt Lake County

Tax ID No. 14-35-228-029
14-35-228-032
PIN No. 13149
Project No. S-0085(9)
Parcel No. 0085:9027

Hunter Park Plaza Limited Liability Company, Grantor(s), hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee, for the Mountain View Corridor, being part of an entire tract of property, situate in the NE1/4 NE1/4 of Section 35, T.1S., R.2W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the northeast corner of said entire tract in the section line, said corner is 215.00 feet S.00°12'50"W. along the section line from the Northeast corner of said Section 35, said corner is also in the 5600 West Street Right of Way Control Line opposite approximate engineer station 5606+65.20; and running thence S.00°12'50"W. 190.30 feet (190.00 feet by record) along said section line; thence N.89°32'24"W. 53.00 feet to the westerly right of way line of 5600 West Street; thence S.00°12'50"W. 89.75 feet along said westerly right of way line of 5600 West Street to the southeast corner of said entire tract; thence N.89°35'24"W. 14.50 feet along said southerly boundary line to a point 67.50 feet perpendicularly distant westerly from said control line approximate opposite engineer station 5603+85.43; thence N.00°12'50"E. 280.01 feet the northerly boundary line of said entire tract, to a point 67.50 feet perpendicularly distant westerly from said control line opposite approximate engineer station 5606+65.44; thence S.89°35'10"E. 67.50 feet the point of beginning as shown on the official map of said project on file in

Continued on Page 2
LIMITED LIABILITY RW-01LL (11-01-03)

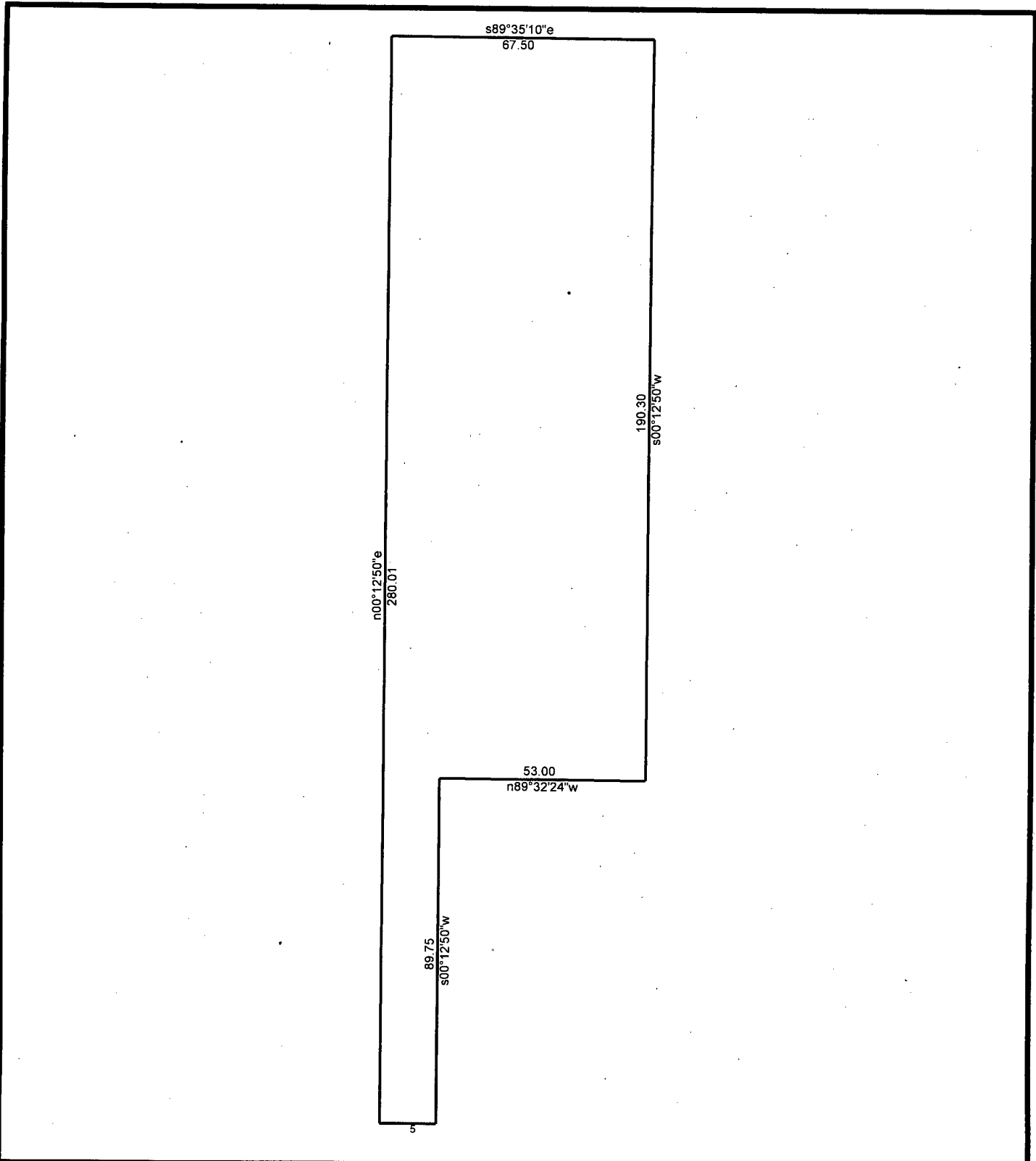
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PIN No. 13149
Project No. S-0085(9)
Parcel No. 0085:9027

the office of the Utah Department of Transportation. The above described parcel of land contains 14,145 square feet or 0.328 acre in area, more or less, of which 10,085 square feet in area or 0.232 acre more or less is now occupied by the existing 5600 West Street (SR-172). Balance is 4,060 square feet in area or 0.096 acre, more or less.

(Note: Rotate all bearings in the above description 00°10'11" counter-clockwise to obtain highway bearings.)

Continued on Page 3
INDIVIDUAL RW-01 (11-01-03)



Parcel 9027

2/19/2018

Scale: 1 inch= 33 feet

File: 13149_S-0085(9)_17P_9027_DeedPlot.ndp

Tract 1: 0.3247 Acres (14145 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/414140), Perimeter=695 ft.

- 01 /s00.1250w 215.00
- 02 s00.1250w 190.30
- 03 n89.3224w 53.00
- 04 s00.1250w 89.75
- 05 n89.3524w 14.50
- 06 n00.1250e 280.01
- 07:s89.3510e 67.50

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Easement
(Limited Liability Company)

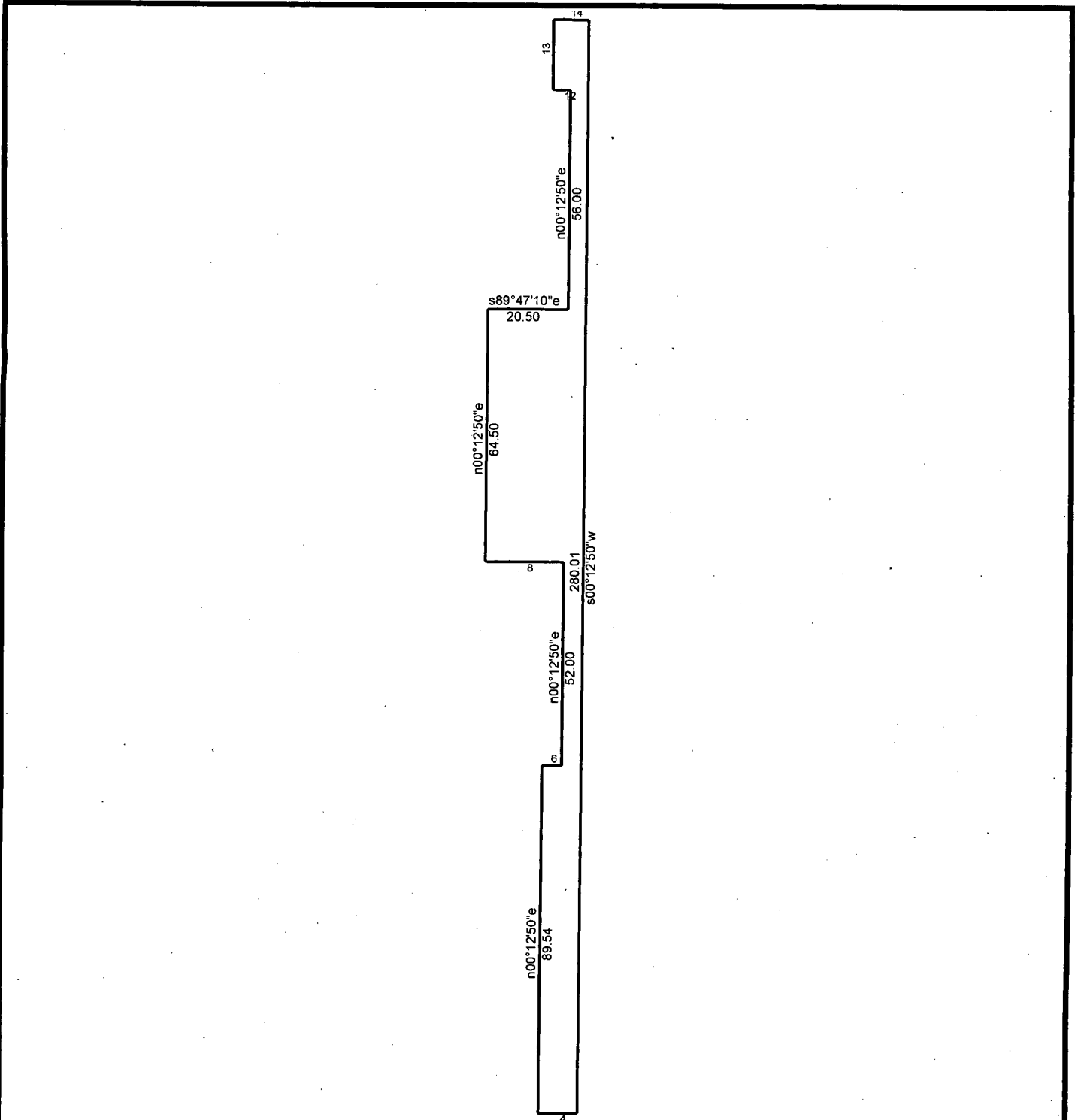
Salt Lake County	Tax ID No.	14-35-228-029 1435-228-032
	PIN No.	13149
	Project No.	S-0085(9)
	Parcel No.	0085:9027:E

Hunter Park Plaza Limited Liability Company, Grantor(s), hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, situate in the NE1/4 NE1/4 of Section 35, T.1S., R.2W., S.L.B.&M., to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the construction of the Mountain View Corridor known as Project No. S-0085(9). This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the northerly boundary line of said entire tract, said point 215.00 feet S.00°12'50"W. along the section line and 67.50 feet N.89°35'10"W. from the Northeast Corner of said Section 35, said point is also approximately 67.50 feet perpendicularly distant westerly from the 5600 West Street Right of Way Control Line opposite engineer station 5606+65.44; and running thence S.00°12'50"W. 280.01 feet to the southerly boundary line of said entire tract; thence N.89°35'24"W. 10.00 feet along said southerly boundary line; thence N.00°12'50"E. 89.54 feet; thence S.89°47'10"E. 5.00 feet; thence N.00°12'50"E.

Continued on Page 2
LIMITED LIABILITY RW-09LL (11-01-03)



Parcel 9027:E

2/19/2018

Scale: 1 inch= 34 feet

File: 13149_S-0085(9)_17P_9027_E_DeedPlot.ndp

Tract 1: 0.0730 Acres (3182 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/223618), Perimeter=629 ft.

01 /s00.1250w 215.00	11 n00.1250e 56.00
02 /n89.3510w 67.50	12 n89.4710w 4.50
03 s00.1250w 280.01	13 n00.1250e 17.97
04 n89.3524w 10.00	14 s89.3510e 9.00
05 n00.1250e 89.54	
06 s89.4710e 5.00	
07 n00.1250e 52.00	
08 n89.4710w 20.00	
09 n00.1250e 64.50	
10 s89.4710e 20.50	