

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

12913050
1/3/2019 11:09:00 AM \$29.00
Book - 10743 Pg - 4600-4609
ADAM GARDINER
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 10 P.



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-0085(9) Parcel No.(s): 609B, 609B: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: 14-11-400-007
Property Address: 1060 South Legacy View Street SALT LAKE CITY UT, 84104
Owner's Address: 6405 South 3000 East, Suite 150, Salt Lake City, UT, 84121
Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): 5600 West, L.L.C.
Grantee: Utah Department of Transportation (UDOT)/The Department

Acquiring Entity: Utah Department of Transportation (UDOT)

MTC #269176

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

This Right of Entry and Occupancy Agreement ("Agreement") is entered between 5600 West, L.L.C. ("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 \$1,575.00 (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:

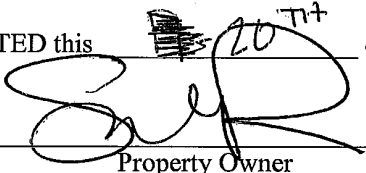
[Signatures and Acknowledgments to Follow Immediately]

Project No: S-0085(9) Parcel No.(s): 609B, 609B:E

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Owner / Grantor (s): 5600 West, L.L.C.
Grantee: Utah Department of Transportation (UDOT)/The Department

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

DATED this 20TH day of NOVEMBER, 2018



Property Owner

Property Owner

5600 WEST, L.L.C.
Property Owner

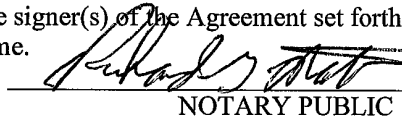
Property Owner

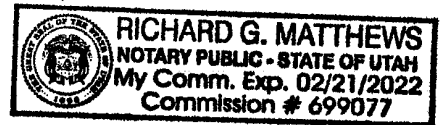
STATE OF UTAH

County of Salt Lake

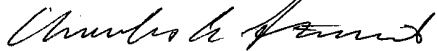
On the 20 day of November, 2018, personally appeared before me

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


NOTARY PUBLIC



DATED this 20 day of November, 2018



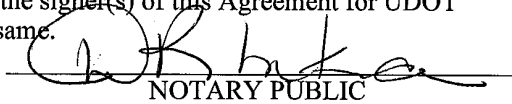
UDOT Director / Deputy Director of Right of Way

STATE OF UTAH

County of Salt Lake

On the 12 day of Dec, 2018, personally appeared before me

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


NOTARY PUBLIC

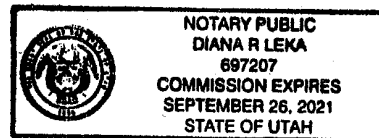


Exhibit A

Parcel 609B

Parcel 609B:E

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

Quit Claim Deed (Limited Liability Company)

Salt Lake County

Tax ID No.	14-11-400-007
PIN No.	13149
Project No.	S-0085(9)
Parcel No.	0085:609B

5600 West, L.L.C., Grantor(s), hereby QUIT CLAIMS 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 SE1/4 NE1/4 of Section 11, T.1S., R.2W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the southerly boundary line of said entire tract in the westerly right of way of 5600 West Street (SR-172), said point is 40.00 feet N.89°54'54"W. along the section line and 214.14 feet N.00°01'25"E. (214.17 feet N.00°01'36"E. by record) from the East Quarter Corner of said Section 11, said point is approximately 37.72 feet perpendicularly distant westerly from the 5600 West Street Right of Way Control Line opposite engineer station 240+39.66; and running thence S.61°34'53"W. (S.61°35'00"W. by record) 6.63 feet said southerly boundary line to a point approximately 43.60 feet perpendicularly distant westerly from said control line opposite engineer station 240+36.60; thence N.00°07'04"E. 37.12 feet to a point approximately 42.94 feet perpendicularly distant westerly from said control line opposite engineer station 240+73.72 thence N.06°55'58"E. 47.96 feet to said westerly right of way line at a point approximately 36.42 feet perpendicularly distant westerly from said control line opposite engineer station 241+20.50; thence S.00°01'25"W. (S.00°01'36"W. by record) 81.58 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land 343 square feet or 0.008 acre in area, more or less.

Continued on Page 2
LIMITED LIABILITY RW-05LL (11-01-03)

PAGE 2

PIN No. 13149
Project No. S-0085(9)
Parcel No. 0085:609B

(Note: Rotate all bearings in the above description 00°14'08" clockwise to obtain highway bearings.)

IN WITNESS WHEREOF, said 5600 West, L.L.C., has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20 ___.

STATE OF _____)
) ss.
)
)
COUNTY OF _____)

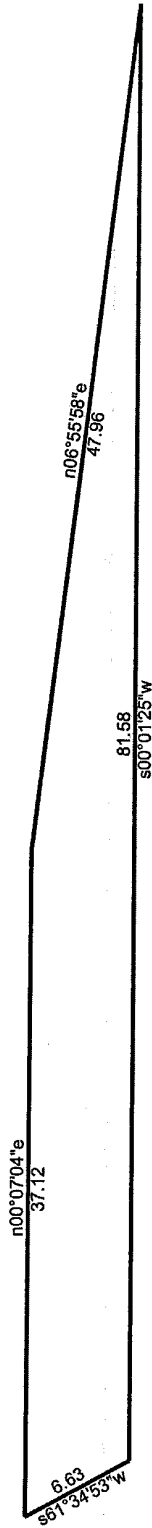
5600 West L.L.C.
Limited Liability Company

By _____
Manager

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that they are the Manager of 5600 West, L.L.C., and that the within and foregoing instrument was signed on 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



Parcel 609B 5/9/2018

Scale: 1 inch= 10 feet File: 13149_S-0085(9)_20P_609B_DeedPlot.ndp

Tract 1: 0.0079 Acres (343 Sq. Feet), Closure: n06.0435w 0.01 ft. (1/28638), Perimeter=173 ft.

- 01 /n89.5454w 40.00
- 02 /n00.0125e 214.14
- 03 s61.3453w 6.63
- 04 n00.0704e 37.12
- 05 n06.5558e 47.96
- 06 s00.0125w 81.58

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

Easement

(Limited Liability Company)

Salt Lake County

Tax ID No.	14-11-400-007
PIN No.	13149
Project No.	S-0085(9)
Parcel No.	0085:609B:E

5600 West, L.L.C., 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, in the SE1/4 NE1/4 of Section 11, 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 southerly boundary line of said entire tract said point is 40.00 feet N.89°54'54"W. along the section line and 214.14 feet N.00°01'25"E. (214.17 feet N.00°01'36"E. by record) and 6.63 feet S.61°34'53"W. (S.61°35'00"W. by record) from the East Quarter Corner of said Section 11, said point is also 43.60 feet perpendicularly distant westerly from the 5600 West Street Right of Way Control Line opposite engineer station 240+36.60; and running thence S.61°34'53"W. (S.61°35'W. by record) 11.38 feet along the southerly boundary line of said entire tract; thence N.00°07'04"E. 43.16 feet; thence N.06°55'58"E. 54.30 feet to the northerly boundary line of said entire tract; thence N.80°25'53"E. (N.80°26'E. by record) 9.37 feet along said northerly boundary line to the northeast corner of said entire

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

PIN No. 13149
Project No. S-0085(9)
Parcel No. 0085:609B:E

tract in said section line; thence S.00°01'25"W. 8.47 feet; thence S.06°55'58"W. 47.96 feet; thence S.00°07'04"W. 37.12 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described part of entire tract of land contains 952 square feet in area or 0.022 acre, more or less.

(Note: Rotate all bearings in the above description 00°14'08" clockwise to match highway bearings.)

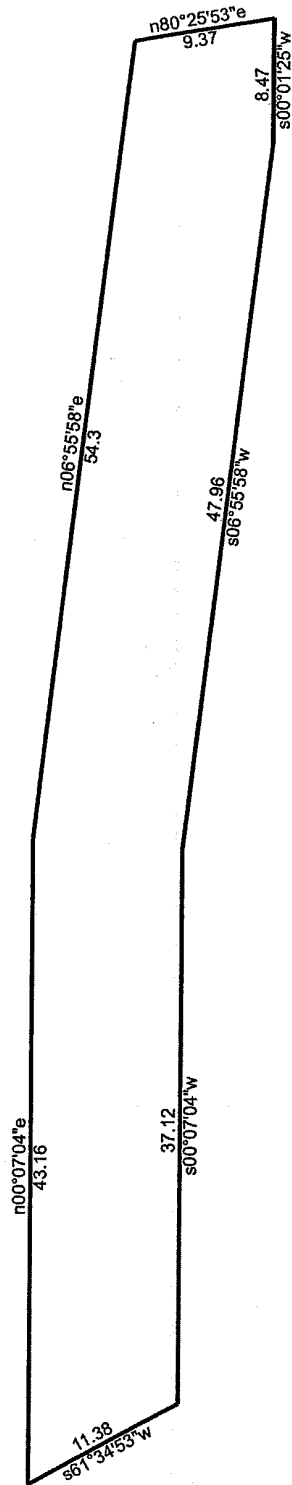
IN WITNESS WHEREOF, said 5600 West, L.L.C., has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20 ____.

STATE OF _____)
) ss. 5600 West, L.L.C.
) Limited Liability Company
)
)
)
)
COUNTY OF _____) By _____
) Manager

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that they are the Manager of 5600 West, L.L.C., and that the within and foregoing instrument was signed on 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



Parcel 609B:E

5/9/2018

Scale: 1 inch= 12 feet

File: 13149_S-0085(9)_20P_609B_E_DeedPlot.ndp

Tract 1: 0.0219 Acres (952 Sq. Feet), Closure: s44.1054w 0.01 ft. (1/28437), Perimeter=212 ft.

01 /n89.5454w 40.00
02 /n00.0125e 214.14
03 /s61.3453w 6.63
04 s61.3453w 11.38
05 n00.0704e 43.16
06 n06.5558e 54.3
07 n80.2553e 9.37

08 s00.0125w 8.47
09 s06.5558w 47.96
10 s00.0704w 37.12