

CTIA # 117262-WHP

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8/28/2019 4:05:00 PM \$40.00
Book - 10822 Pg - 4053-4065
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 13 P.

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



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: F-0172(32)7 Parcel No.(s): 107, 107:E, 107:PUE

Pin No: 14413 Job/Proj No: 55171 Project Location: SR-172; 5600 W. Railroad Crossing
County of Property: SALT LAKE Tax ID / Sidwell No: 14-11-477-002, 14-11-477-004, 14-11-477-005
Property Address: 1345 South Legacy View Street SALT LAKE CITY UT, 84104
Owner's Address: PO Box 520370, Salt Lake City, UT, 84152
Owner's Home Phone: Owner's Work Phone: (801)651-3300
Owner / Grantor (s): Legacy AK, LLC, a Utah 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 Legacy AK, LLC, a Utah 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 \$155,200.00 (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

Project No: F-0172(32)7 Parcel No.(s): 107, 107:E, 107:PUE

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County of Property: SALT LAKE Tax ID / Sidwell No: 14-11-477-002, 14-11-477-004, 14-11-477-005
Property Address: 1345 South Legacy View Street SALT LAKE CITY UT, 84104
Owner's Address: PO Box 520370, Salt Lake City, UT, 84152
Owner's Home Phone: Owner's Work Phone: (801)651-3300
Owner / Grantor (s): Legacy AK, LLC, a Utah limited liability company
Grantee: Utah Department of Transportation (UDOT)/The Department

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: F-0172(32)7 Parcel No.(s): 116

Pin No: 14413 Job/Proj No: 55171 Project Location: SR-172; 5600 W. Railroad Crossing
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 300 East, Suite 150, Salt Lake City, UT, 84121
Owner's Home Phone: Owner's Work Phone: (801)651-3300
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 29th day of July, 2019

[Signature] _____ Property Owner
_____ Property Owner
_____ Property Owner
_____ Property Owner

STATE OF UTAH
County of Salt Lake

On the 29 day of July, 2019, personally appeared before me

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

[Signature]
NOTARY PUBLIC

DATED this 15th day of August, 2019
Charles A. Stormont

UDOT Director / Deputy Director of Right of Way



STATE OF UTAH
County of Salt Lake

On the 15 day of August, 2019, personally appeared before me

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

[Signature]
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

Warranty Deed (Limited Liability Company)

Salt Lake County	Tax ID No.	14-11-477-002 14-11-477-004
	PIN No.	14413
	Project No.	F-0172(32)7
	Parcel No.	0172:107

Legacy AK, LLC, a Utah 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 widening of the existing 5600 West Street (SR-172) known as Project No. F-0172(32)7, being part of an entire tract of property situate in Lot 15, Legacy Industrial Park, a subdivision recorded as Entry No. 7189827, Book 98-12P, Page 344 in the office of the Salt Lake County Recorder, and in the SE1/4 SE1/4 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 existing northerly right of way line of California Avenue, which point is 46.70 feet N.89°55'44"W. from the southeast corner of said Lot 15 (said southeast lot corner is 90.00 feet N.89°55'44"W. along the section line and 42.00 feet N.00°01'23"E. from the Southeast Corner of said Section 11), said point is also 42.00 feet perpendicularly distant northerly from the California Avenue Right of Way Control Line opposite approximate engineer station 3005+63.26; and running thence N.89°55'44"W. 24.76 feet along said existing northerly right of way line parallel with said control line to a point opposite engineer station 3005+38.50; thence N.40°54'12"E. 158.08 feet to a point 58.00 feet perpendicularly distant westerly from the 5600 West Street Right of Way Control Line opposite engineer

PIN No. 14413
Project No. F-0172(32)7
Parcel No. 0172:107

station 64+80.50; thence N.00°01'16"E. 639.50 feet along a line parallel with said control line to a point opposite engineer station 71+20.00; thence N.02°24'44"E. 5.26 feet to the northerly boundary line of said entire tract; thence S.89°58'37"E. 17.78 feet along said northerly boundary line to the northeast corner of said entire tract in the existing westerly right of way line of 5600 West Street (SR-172); thence S.00°01'16"W. 666.46 feet along said existing westerly right of way line; thence S.44°41'24"W. 137.55 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 contains 15,209 square feet in area or 0.349 acre, more or less.

(Note: Rotate all bearings in the above description 00°14'02" clockwise to obtain highway bearings.)

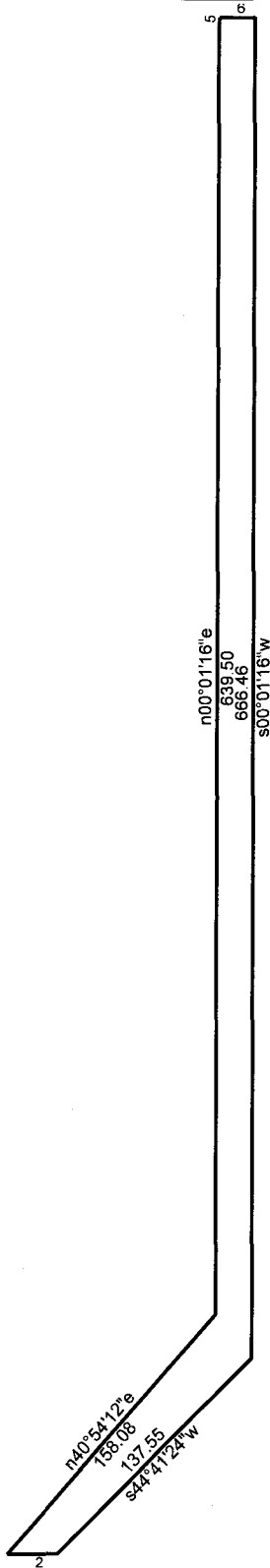
IN WITNESS WHEREOF, said Legacy AK, LLC, a Utah limited liability company has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20 ____.

STATE OF _____)
) ss. Legacy AK, LLC
) 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 Legacy AK, LLC, a Utah limited liability company, 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 107

11/27/2018

Scale: 1 inch= 90 feet

File: 14413_F-0172(32)7_04F_107_DeedPlot.ndp

Tract 1: 0.3492 Acres (15209 Sq. Feet), Closure: s24.3644w 0.01 ft. (1/138085), Perimeter=1649 ft.

01 /n89.5544w 46.70
02 n89.5544w 24.76
03 n40.5412e 158.08
04 n00.0116e 639.50
05 n02.2444e 5.26
06 s89.5837e 17.78
07 s00.0116w 666.46

08 s44.4124w 137.55

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.	14-11-477-002 14-11-477-004
	PIN No.	14413
	Project No.	F-0172(32)7
	Parcel No.	0172:107:E

Legacy AK, LLC, a Utah 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 perpetual easement, upon part of an entire tract of property, situate in the SE1/4 SE1/4 of Section 11, T.1S., R.2W., S.L.B.&M., in Salt Lake County, Utah, for the purpose of constructing and maintaining cut and/or fill slopes and appurtenant parts thereof to facilitate the construction of the widening of 5600 West Street (SR-172) known as Project No. F-0172(32)7. This easement includes the right to construct, maintain, and continue the existence of said cut and/ or fill slopes in the same grade and slope ratio as constructed by Grantee. This easement shall run with the Real Property and shall be binding upon the Grantor(s), successors, heirs and assigns, and includes and conveys all rights of grantor to change the vertical distance or grade of said cut and/or fill slopes. The boundaries of said part of an entire tract of property are described as follows:

Beginning at a point 71.46 feet N.89°55'44"W. and 138.22 feet N.40°54'12"E. from the southeast corner of Lot 15, Legacy Industrial Park, a subdivision recorded as Entry No. 7189827, Book 98-12P, Page 344 in the office of the Salt Lake County Recorder (said southeast lot corner is 90.00 feet N.89°55'44"W. along the section line and 42.00 feet N.00°01'23"E. from the Southeast Corner of said Section 11), said point is

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Project No. F-0172(32)7
Parcel No. 0172:107:E

also 71.00 feet perpendicularly distant westerly from the 5600 West Street Right of Way Control Line opposite approximate engineer station 64+65.48; and running thence N.00°01'16"E. 659.77 feet to the northerly boundary line of said entire tract; thence S.89°58'37"E. 13.22 feet along said northerly boundary line; thence S.02°24'44"W. 5.26 feet to a point 58.00 feet perpendicularly distant westerly from said control line opposite engineer station 71+20.00; thence S.00°01'16"W. 639.50 feet along a line parallel with said control line to a point opposite engineer station 64+80.50; thence S.40°54'12"W. 19.86 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 entire tract of property contains 8,480 square feet in area or 0.195 acre, more or less.

(Note: Rotate all bearings in the above description 00°14'02" clockwise to obtain highway bearings.)



n00°01'16"e
659.77
s00°01'16"w

Parcel 107:E

11/27/2018

Scale: 1 inch= 76 feet

File: 14413_F-0172(32)7_04F_107_E_DeedPlot.ndp

Tract 1: 0.1947 Acres (8480 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/567430), Perimeter=1338 ft.

01 /n89.5544w 71.46

07 s40.5412w 19.86

02 /n40.5412e 138.22

03 n00.0116e 659.77

04 s89.5837e 13.22

05 s02.2444w 5.26

06 s00.0116w 639.5

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

Public Utility Easement (Limited Liability Company)

Salt Lake County	Tax ID No.	14-11-477-002 14-11-477-004
	PIN No.	14413
	Project No.	F-0172(32)7
	Parcel No.	0172:107:PUE

Legacy AK, LLC, a Utah limited liability company,, Grantor(s), hereby DEDICATES a Public Utility Easement (the "Easement") described below for the use and installation of public utility facilities as provided in Utah Code Section 54-3-27 (the "PUE Statute"). The Easement is non-exclusive and may be used by all public utilities according to the terms of the PUE Statute.

A public utility easement (P.U.E.), upon part of an entire tract of property, situate in Lot 15, Legacy Industrial Park, a subdivision recorded as Entry No. 7189827, Book 98-12P, Page 344 in the office of the Salt Lake County Recorder, and in the SE1/4 SE1/4 of Section 11, T.1S., R.2W., S.L.B.&M. The boundaries of said part of an entire tract of property are described as follows:

Beginning at a point 60.08 feet N.89°55'44"W. and 32.00 feet N.00°04'16"E. from the southeast corner of said Lot 15 (said southeast lot corner is 90.00 feet N.89°55'44"W. along the section line and 42.00 feet N.00°01'23"E. from the Southeast Corner of said Section 11), said point is also 74.00 feet perpendicularly distant northerly from the California Avenue Right of Way Control Line opposite approximate engineer station 3005+49.88; and running thence N.89°55'44"W. 26.02 feet; thence N.40°54'12"E. 108.59 feet; thence S.00°01'16"W. 36.55 feet to a point 105.00 feet perpendicularly distant westerly from the 5600 West Street Right of Way Control Line opposite approximate engineer station 64+38.55; thence S.44°41'24"W. 64.08 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 an entire tract of property contains 1,892 square feet in area or 0.043 acre, more or less.

(Note: Rotate all bearings in the above description 00°14'02" clockwise to obtain highway bearings.)

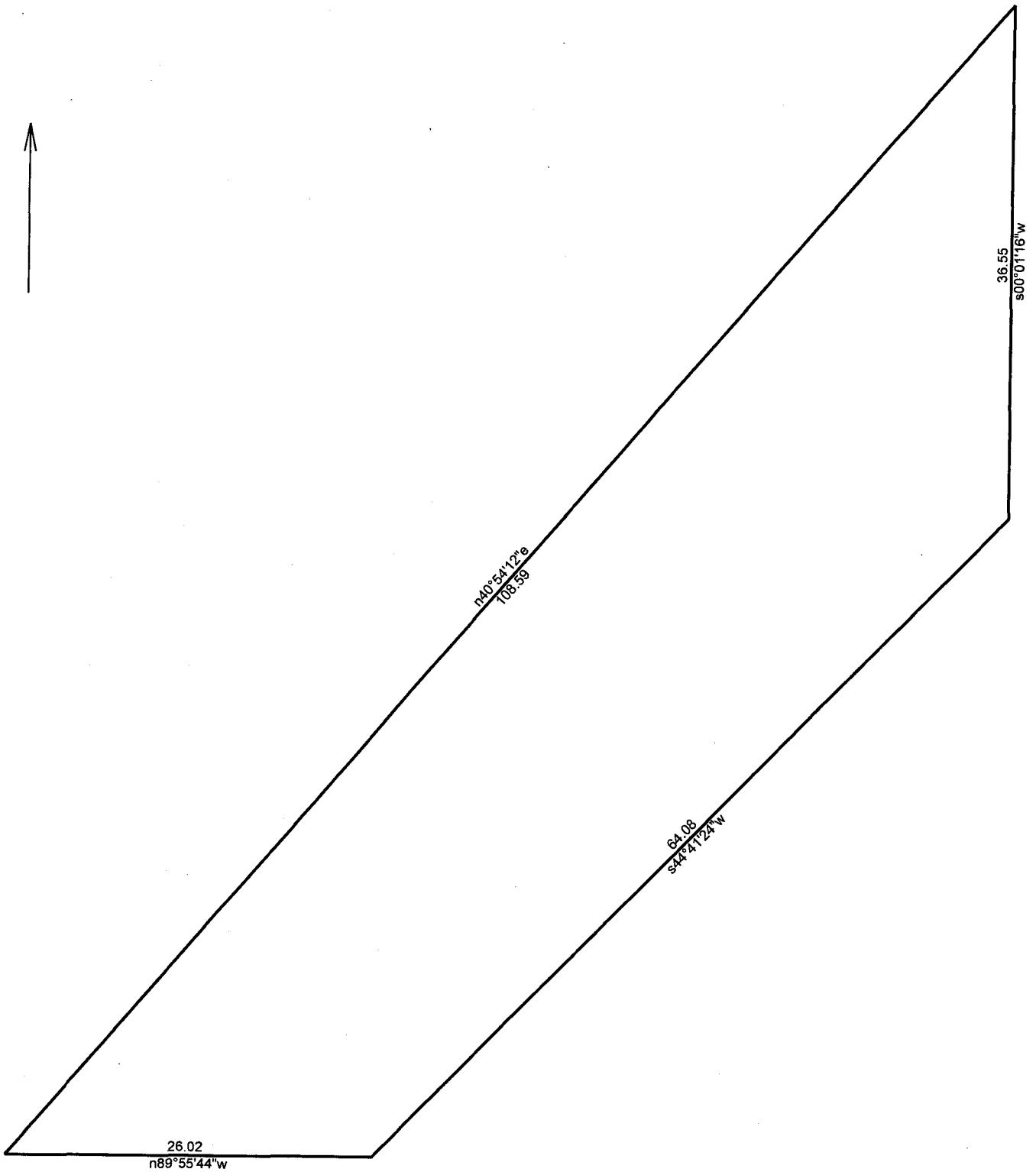
IN WITNESS WHEREOF, said Legacy AK, LLC, a Utah limited liability company has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20 __.

STATE OF _____)
) ss. Legacy AK, LLC
) 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 Legacy AK, LLC, a Utah limited liability company, 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 107:PUE

11/27/2018

Scale: 1 inch= 10 feet

File: 14413_F-0172(32)7_04F_107_PUE_DeedPlot.ndp

Tract 1: 0.0434 Acres (1892 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/57791), Perimeter=235 ft.

- 01 /n89.5544w 60.08
- 02 /n00.0416e 32.00
- 03 n89.5544w 26.02
- 04 n40.5412e 108.59
- 05 s00.0116w 36.55
- 06 s44.4124w 64.08