

CTIA # 118975. WHF

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10/16/2019 4:39:00 PM \$40.00  
Book - 10846 Pg - 7568-7578  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 11 P.

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

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

Project No: F-0172(32)7 Parcel No.(s): 109, 109:E  
Pin No: 14413 Job/Proj No: 55171 Project Location: SR-172; 5600 W. Railroad Crossing  
County of Property: SALT LAKE Tax ID / Sidwell No: 14-11-427-011  
Property Address: 1225 South Legacy View Street SALT LAKE CITY UT, 84104  
Owner's Address: 1225 South Legacy View Street, Salt Lake City, UT, 84104  
Owner's Home Phone: Owner's Work Phone: (801)243-2281  
Owner / Grantor (s): Peach Orchard LLC  
Grantee: Utah Department of Transportation (UDOT)/The Department

**Acquiring Entity: Utah Department of Transportation (UDOT)**

~~For the subject property described in the attached deed and easement in Exhibit A.~~

JRP 9/26/2019

This Right of Entry and Occupancy Agreement ("Agreement") is entered between Peach Orchard LLC ("Property Owners") and Utah Department of Transportation (UDOT).

9/26/2019  
ILLUSTRATED MAP

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. UDOT will redesign the acquisition to reduce the fee taking area and increase the perpetual easement area. Exhibit B represents redesign of the fee area to be acquired and the easement area needed for the state transportation project. UDOT will provide the revised deed and easement to the Property Owners. Temporary fencing will be installed by the contractor prior to the removal of the permanent fence. The contractor will maintain temporary fence until the property owner has restored the fencing. Temporary fencing shall be similar height as existing fencing and will consist of chain link with barbed wire on top, and the contractor shall be responsible for maintenance of the temporary fencing. The contractor will coordinate removal and relocation of the temporary fencing with the property owner. 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 \$69,000.00 (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.

Project No: F-0172(32)7 Parcel No.(s): 109, 109:E

Pin No: 14413 Job/Proj No: 55171 Project Location: SR-172; 5600 W. Railroad Crossing  
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Owner's Home Phone: Owner's Work Phone: (801)243-2281  
Owner / Grantor (s): Peach Orchard LLC  
Grantee: Utah Department of Transportation (UDOT)/The Department

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 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): 109, 109:E

Pin No: 14413 Job/Proj No: 55171 Project Location: SR-172; 5600 W. Railroad Crossing  
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Grantee: Utah Department of Transportation (UDOT)/The Department

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

DATED this 26<sup>th</sup> day of SEPTEMBER, 2019

[Signature]  
Property Owner

MANAGER, MEMBER

Property Owner

Property Owner

Property Owner

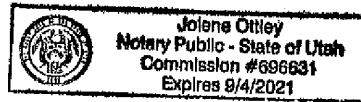
STATE OF UTAH

County of SALT LAKE

On the 26 day of SEPTEMBER, 2019, personally appeared before me

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

[Signature]  
NOTARY PUBLIC



DATED this 4<sup>th</sup> day of October, 2019

[Signature]

UDOT Director / Deputy Director of Right of Way

STATE OF UTAH

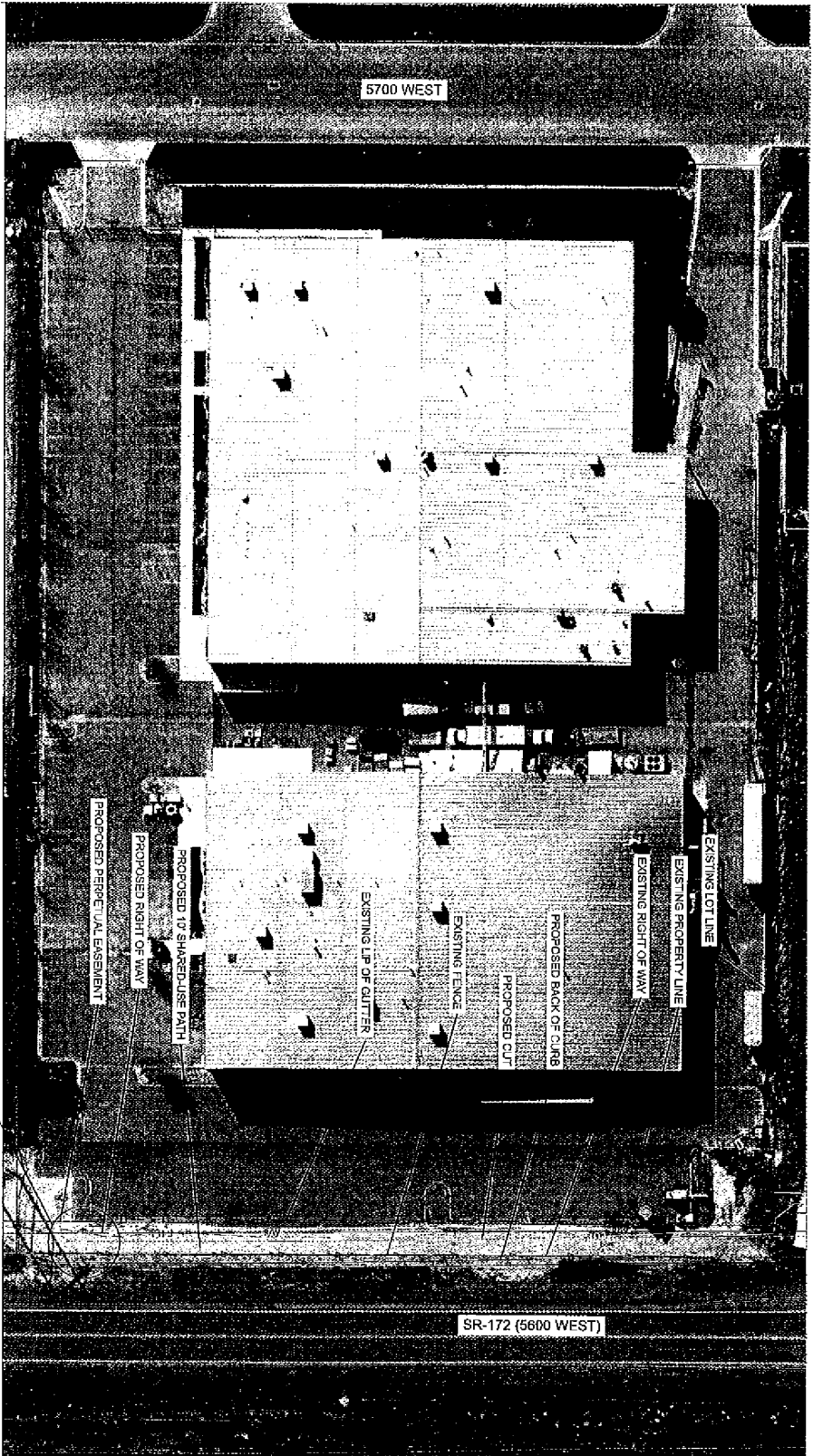
County of Salt Lake

On the 4 day of October, 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.

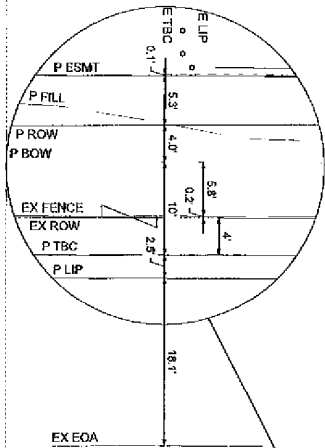
[Signature]  
NOTARY PUBLIC





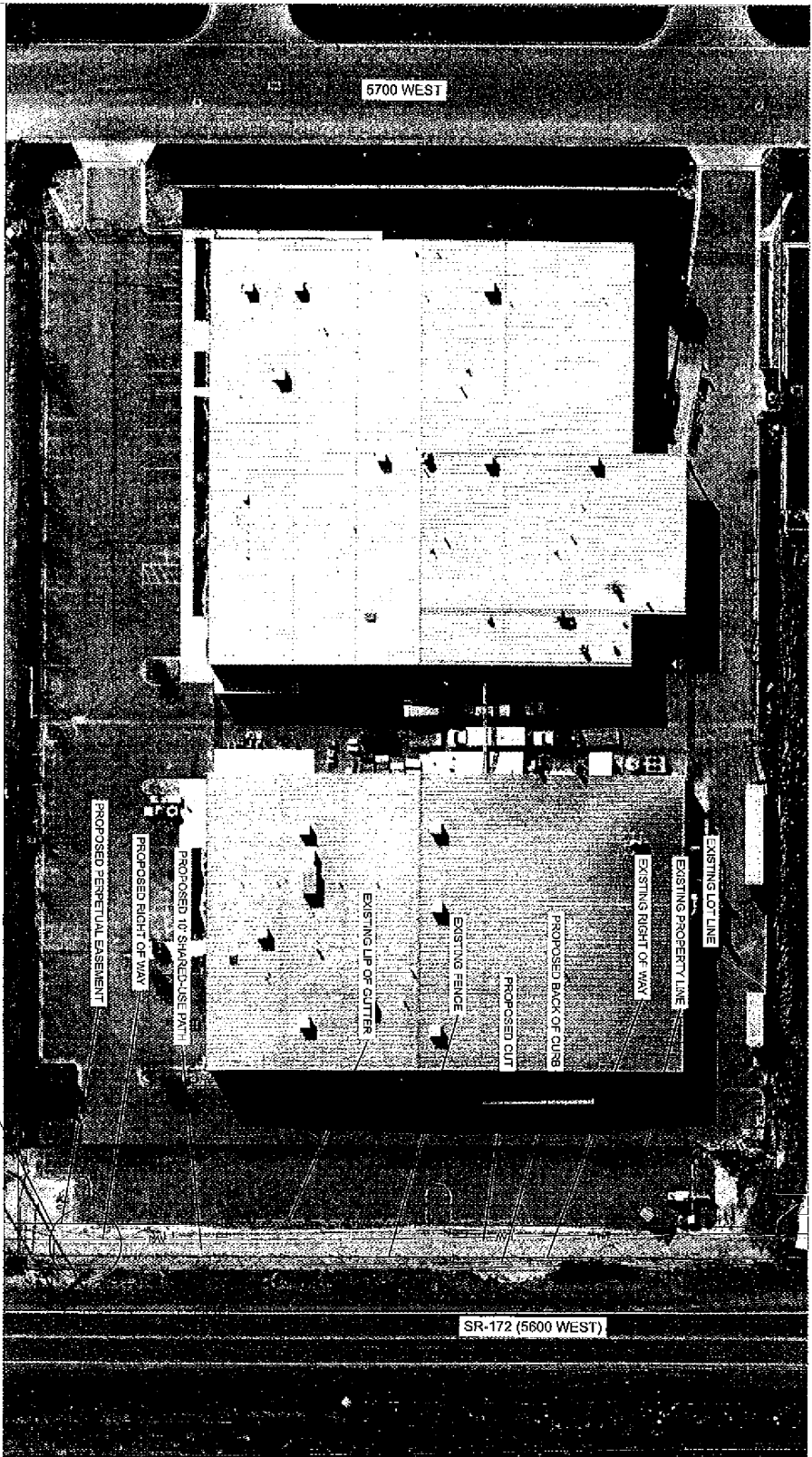
**LEGEND**

	EXISTING EDGE OF ASPHALT
	PROPOSED LIP OF GUTTER
	PROPOSED BACK OF CURB
	EXISTING RIGHT OF WAY
	EXISTING FENCE
	PROPOSED BACK OF WALK
	PROPOSED RIGHT OF WAY
	PROPOSED PERPETUAL EASEMENT
	EXISTING LIP OF GUTTER
	EXISTING PROPERTY LINE
	EXISTING LOT LINE
	PROPOSED CUT



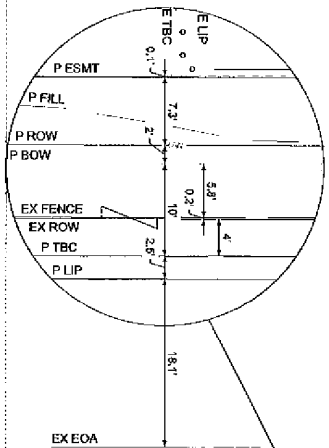
**5600 W. RAILROAD CROSSING**  
 EXHIBIT A  
 NOT FOR CONSTRUCTION  
 6-14-2019

1 of 1

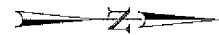


**LEGEND**

	EXISTING EDGE OF ASPHALT
	PROPOSED LIP OF CUTTER
	PROPOSED BACK OF CURB
	EXISTING RIGHT OF WAY
	EXISTING FENCE
	PROPOSED BACK OF WALK
	PROPOSED RIGHT OF WAY
	PROPOSED FILL
	PROPOSED PERPETUAL EASEMENT
	EXISTING FLOWLINE
	EXISTING LIP OF CUTTER
	EXISTING PROPERTY LINE
	EXISTING LOT LINE
	PROPOSED CUT



**5600 W. RAILROAD CROSSING**  
 EXHIBIT B  
 NOT FOR CONSTRUCTION  
 8-14-2018



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.	14-11-427-011
	PIN No.	14413
	Project No.	F-0172(32)7
	Parcel No.	0172:109

Peach Orchard LLC, 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 the SE1/4 SE1/4 and the NE1/4 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 the southeast corner of said entire tract in the existing westerly right of way line of 5600 West Street (SR-172), said corner is 40.00 feet N.89°55'44"W. along the section line and 1,164.85 feet N.00°01'16"E. (N.00°01'23"E. by record) from the Southeast Corner of said Section 11, said corner is also 40.00 feet perpendicularly distant westerly from the 5600 West Street Right of Way Control Line opposite approximate engineer station 74+83.73; and running thence N.89°58'37"W. 9.70 feet along the southerly boundary line of said entire tract to a point approximately 49.70 feet perpendicularly distant westerly from said control line opposite approximate engineer station 74+83.73; thence N.01°45'20"E. 56.30 feet to a point 48.00 feet perpendicularly distant easterly from said control line opposite engineer station 75+40.00; thence N.00°01'16"E. 62.50 feet along a line parallel with said control line to a point opposite engineer station 76+02.50; thence N.01°05'42"W. 241.28 feet to the northerly boundary line of said entire tract;

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

PIN No. 14413  
Project No. F-0172(32)7  
Parcel No. 0172:109

thence S.89°58'37"E. 12.70 feet along said northerly boundary line to said existing westerly right of way line; thence S.00°01'16"W. (S.00°01'23"W. by record) 360.00 feet along said existing westerly right of way line 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 3,494 square feet in area or 0.080 acre, more or less.

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

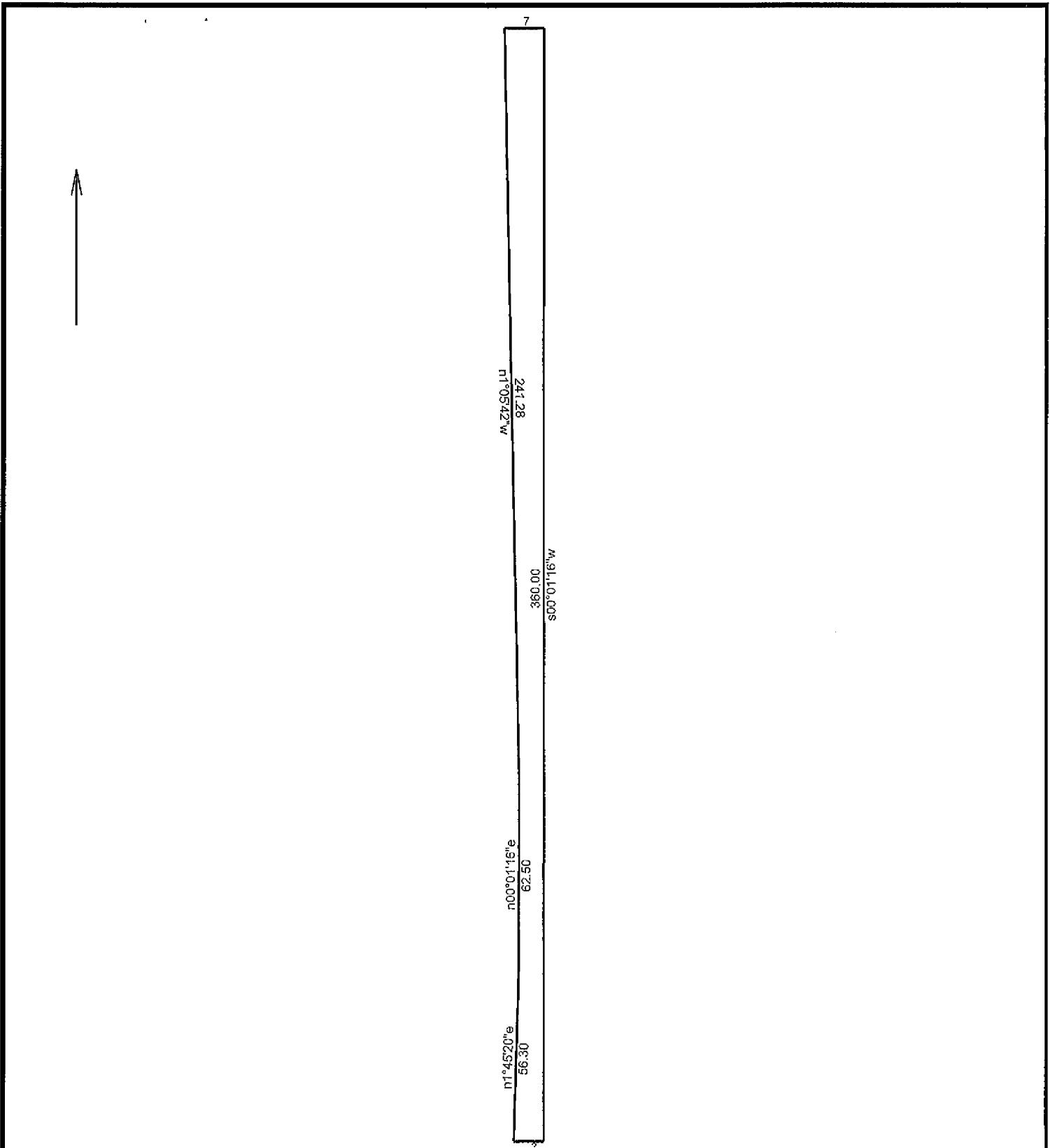
**IN WITNESS WHEREOF**, said Peach Orchard LLC, has caused this instrument to be executed by its proper officers thereunto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_.

STATE OF \_\_\_\_\_ )  
 ) ss. Peach Orchard 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 Peach Orchard LLC, 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 109

8/09/2019

Scale: 1 inch= 42 feet

File: 14413\_F-0172(32)7\_04S\_109\_DeedPlot.ndp

Tract 1: 0.0802 Acres (3494 Sq. Feet), Closure: s27.0256w 0.01 ft. (1/79418), Perimeter=742 ft.

- 01 m89.5544w 40.00
- 02 m00.0116e 1164.85
- 03 n89.5837w 9.70
- 04 n1.4520e 56.30
- 05 n00.0116e 62.50
- 06 n1.0542w 241.28
- 07 s89.5837e 12.70
- 08 s00.0116w 360.00

BK 10846 PG 7575



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.	14-11-427-011
	PIN No.	14413
	Project No.	F-0172(32)7
	Parcel No.	0172:109:E

Peach Orchard LLC, 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 and the NE1/4 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 in the southerly boundary line of said entire tract, said point is 40.00 feet N.89°55'44"W. along the section line and 1,164.85 feet N.00°01'16"E. (N.00°01'23"E. by record) and 9.70 feet N.89°58'37"W. from the Southeast Corner of said Section 11, said point is also approximately 49.70 feet perpendicularly distant westerly from the 5600 West Street Right of Way Control Line opposite approximate engineer station 74+83.73; and running thence N.89°58'37"W. 5.60 feet along said southerly boundary line; thence N.00°01'16"E. 360.00 feet to the northerly boundary line of said entire tract; thence

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

PIN No. 14413  
Project No. F-0172(32)7  
Parcel No. 0172:109:E

S.89°58'37"E. 2.60 feet along said northerly boundary line; thence S.01°05'42"E. 241.28 feet to a point 48.00 feet perpendicularly distant westerly from said control line opposite engineer station 76+02.50; thence S.00°01'16"W. 62.50 feet along a line parallel with said control line to a point opposite engineer station 75+40.00 ; thence S.01°45'20"W. 56.30 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 2,014 square feet in area or 0.046 acre, more or less.

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

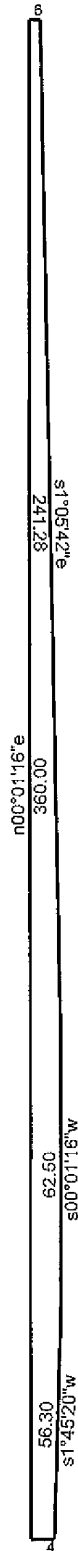
**IN WITNESS WHEREOF**, said Peach Orchard LLC, has caused this instrument to be executed by its proper officers thereunto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_.

STATE OF \_\_\_\_\_ )  
 ) ss. Peach Orchard 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 Peach Orchard LLC, 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 109:E

8/09/2019

Scale: 1 inch= 44 feet

File: 14413\_F-0172(32)7\_04S\_109\_E\_DeedPlot.ndp

Tract 1: 0.0462 Acres (2014 Sq. Feet), Closure: n27.0256e 0.01 ft. (1/77899), Perimeter=728 ft.

- 01 /n89.5544w 40.00
- 02 /n00.0116e 1164.85
- 03 /n89.5837w 9.70
- 04 n89.5837w 5.60
- 05 n00.0116e 360.00
- 06 s89.5837e 2.60
- 07 s1.0542e 241.28

- 08 s00.0116w 62.50
- 09 s1.4520w 56.30