

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

12692795
01/05/2018 11:27 AM \$0.00
Book - 10636 Pg - 2408-2414
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
UT ST-DEPT OF TRANSPORTATION
BOX 148420 ATT: JASON HENLEY
SLC UT 84114-8420
BY: NDA, DEPUTY - WI 7 P.



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: F-0089(375)364 Parcel No.(s): 148:E

Job/Proj / Auth No: 54273 Pin No: 12561
Project Location: US-89, 11400 South to 10600 South
County of Property: SALT LAKE Tax ID / Sidwell No: 27-13-478-012
Property Address: 10826 South State Street SANDY UT, 84070
Owner / Grantor (s): Miller Family Real Estate, L.L.C., a Utah limited liability company
Owner's Address: 9350 South 150 East #1000, Sandy, UT, 84070
Owner's Home Phone: Owner's Work Phone: (970)903-1302

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 Miller Family Real Estate, L.L.C., 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 \$5,350.00 (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 16 day of November, 2017

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

STATE OF UTAH
 County of Salt Lake

On the 16 day of November, 2017, personally appeared before me
Scott Bates the signer(s) of the Agreement set forth above,
 who duly acknowledged to me that they executed the same.

Brenda K. Hardy
 NOTARY PUBLIC



DATED this 17th day of DECEMBER, 2017
[Signature]
 UDOT Director / Deputy Director of Right of Way

STATE OF UTAH
 County of Salt Lake

On the 17th day of December, 2017, personally appeared before me
James A. Olschewski the signer(s) of this Agreement for UDOT
 who duly acknowledged to me that they executed the same.

[Signature]
 NOTARY PUBLIC

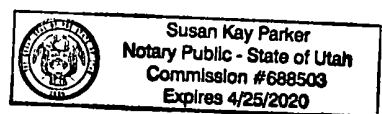


EXHIBIT A
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WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement
(Limited Liability Company)

Salt Lake County

Tax ID No. 27-13-478-012
PIN No: 12561
Project No: F-0089(375)364
Parcel No: 0089:148:E

Miller Family Real Estate, L.L.C., a Limited Liability Company of the State of Utah 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 SW1/4 SW1/4 of Section 18, T.3S., R.1E., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of the roadway improvements, side treatments and appurtenant parts thereof and blending slopes for the existing highway US-89 known as Project No. F-0089(375)364. 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 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 the northeast corner of said entire tract in the westerly right of way line of the existing highway US-89 which corner is 1,390.35 feet S.00°03'19"E. along the centerline of US-89 (State Street) and 58.49 feet S.89°56'41"W. from the Intersection Monument at State Street and 10600 South said monument is N.87°49'08"E. 135.04 feet from the West Quarter Corner of said Section 18, said northeast corner is also 58.49 feet perpendicularly distant westerly from the control line of said project opposite approximate

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LIMITED LIABILITY RW-09LL (11-01-03)

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Project No: F-0089(375)364
Parcel No: 0089:148:E

engineer station 54+72.15; and running thence S.00°03'19"E. 45.00 feet along said westerly right of way line; thence N.45°30'29"W. 14.04 feet; thence N.00°03'19"W. 35.07 feet to a point in the northerly boundary line of said entire tract; thence N.89°28'30"E. 10.01 feet along said northerly boundary line to the point of beginning. The above described part of an entire tract of land contains 401 square feet or 0.009 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°17'36" clockwise to obtain highway bearings.)

After said roadway improvements, side treatments and appurtenant parts thereof and blending slopes are constructed on the above described part of an entire tract at the expense of the Utah Department of Transportation, said Utah Department of Transportation is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said facilities and appurtenant parts thereof.

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BK 10636 PG 2412

EXHIBIT A
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Parcel No: 0089:148:E

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

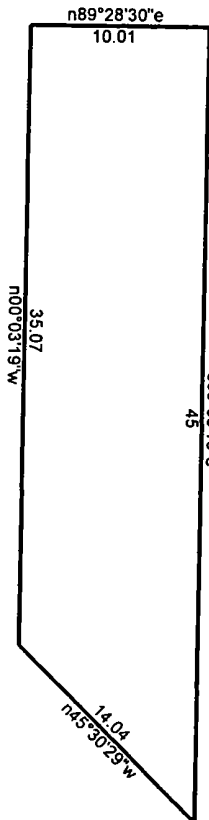
STATE OF _____)
) ss. Miller Family Real Estate, L.L.C.
) Limited Liability Company
)
COUNTY OF _____) By _____
) Manager

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that they are the Manager of Miller Family Real Estate, L.L.C., a Limited Liability Company of the State of Utah, 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

EXHIBIT A
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Parcel 148:E

5/26/2017

Scale: 1 inch= 10 feet

File: 12561_F-0089(375)364_03P_148_E_Deedplot.ndp

Tract 1: 0.0092 Acres (401 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/26733), Perimeter=104 ft.

- 01 /s00.0319e 1390.35
- 02 /s89.5641w 58.49
- 03 s00.0319e 45
- 04 n45.3029w 14.04
- 05 n00.0319w 35.07
- 06 n89.2830e 10.01