

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

13225073
3/24/2020 4:09:00 PM \$40.00
Book - 10914 Pg - 9080-9096
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 17 P.



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-0154(84)14 Parcel No.(s): 278:A, 278:E

Pin No: 14415 Job/Proj No: 72707 Project Location: Bangerter Three Interchanges
County of Property: SALT LAKE Tax ID / Sidwell No: 21-17-401-001
Property Address: 6030 South Summit Vista Blvd TAYLORSVILLE UT, 84029
Owner's Address: 201 South Main Street, Salt Lake City, UT, 84111
Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Summit Life Plan Communities, L.L.C., a Delaware 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 Summit Life Plan Communities, L.L.C., a Delaware 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 \$175,300.00 (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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Owner / Grantor (s): Summit Life Plan Communities, L.L.C., a Delaware 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]

ADDITIONAL TERMS

If Grantee's use of the Easement causes damage to the real property and the damage is not paid or compensated as a cost to cure item as part of the project, Grantee shall repair the damage caused by Grantee's exercise of its rights granted by the Easement.

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Owner's Address: 201 South Main Street, Salt Lake City, UT, 84111
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Owner / Grantor (s): Summit Life Plan Communities, L.L.C., a Delaware limited liability company
Grantee: Utah Department of Transportation (UDOT)/The Department

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

DATED this _____ day of _____,

SEE ATTACHED SIGNATURE BLOCKS.

_____ Property Owner	_____ Property Owner
_____ Property Owner	_____ Property Owner

STATE OF UTAH
County of _____

On the ___ day of _____, _____, personally appeared before me

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

NOTARY PUBLIC

DATED this 24th day of February, 2020

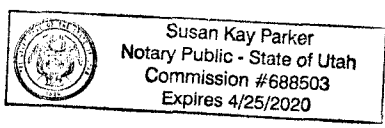
Charles A Stormord
UDOT Director / Deputy Director of Right of Way

STATE OF UTAH
County of Salt Lake

On the 24th day of February, 2020, personally appeared before me

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

Susan Kay Parker
NOTARY PUBLIC



IN WITNESS WHEREOF, said Summit Life Plan Communities, L.L.C. a Delaware Limited Liability Company, has caused this instrument to be executed by its proper officers thereunto duly authorized, this 4th day of MARCH, A.D. 20 20.

By: Uncommon CCRC Investor LLC,
a Delaware Limited Liability Company
Member of Summit Life Plan Communities, L.L.C.

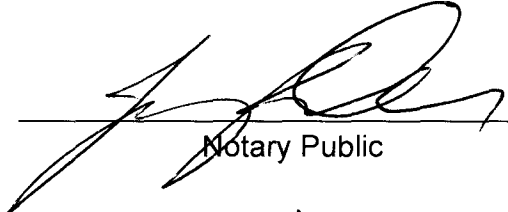
By: iStar Inc.,
a Maryland corporation
Sole Member of Uncommon CCRC Investor LLC

STATE OF New York)
) ss.
COUNTY OF New York)

By Gabe
Gabriel Panday, Sr. V.P

On this, the 4th day of MARCH, 2020, personally appeared before me GABRIEL PANDAY, the undersigned officer, who acknowledged himself to be the Senior Vice President of iStar Inc., a Maryland corporation, Sole Member of Uncommon CCRC Investor LLC, a Delaware limited liability company, Member of Summit Life Plan Communities, L.L.C., a Delaware Limited Liability Company.

In witness whereof, I hereunto set my hand and official seal.



Notary Public

Jesus Rosado
Notary Public, State of New York
No. 01RO6242246
Qualified in Bronx County
Commission Expires May 31, 2023

IN WITNESS WHEREOF, said Summit Life Plan Communities, L.L.C. a Delaware Limited Liability Company, has caused this instrument to be executed by its proper officers thereunto duly authorized, this 21st day of January, A.D. 20 20.

By: SV-SC Investments, LLC,
a Delaware Limited Liability Company
Member of Summit Life Plan Communities, L.L.C.

By: Solamere Group, LLC,
a Delaware Limited Liability Company
Manager of SV-SC Investments, LLC

STATE OF)
) ss.
COUNTY OF)

By *Eric F. Scheuermann*
Eric F. Scheuermann, Managing Member

On this, the 21st day of January, 2020, personally appeared before me Eric F. Scheuermann, the undersigned officer, who acknowledged himself to be the Managing Member of Solamere Group, LLC, a Delaware Limited Liability Company, Manager of SV-SC Investments, LLC, a Delaware Limited Liability Company, Member of Summit Life Plan Communities, L.L.C., a Delaware Limited Liability Company.

In witness whereof, I hereunto set my hand and official seal.

Charleen Morgan
Notary Public

CHARLEEN MORGAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MO6163995
Qualified in Kings County
My Commission Expires 04-09-2023

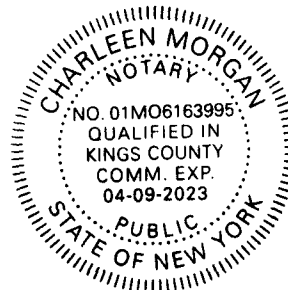


EXHIBIT "A"

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

Special Warranty Deed

(CONTROLLED ACCESS)
(LIMITED LIABILITY COMPANY)

Salt Lake County

Tax ID No. 21-17-401-001

PIN No. 14415

Project No. S-0154(84)14

Parcel No. 0154:278:A

Summit Life Plan Communities, L.L.C., a Delaware Limited Liability Company, Grantor, hereby CONVEY AND WARRANT against all claiming by, through or under them, and against acts of themselves, 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 existing State Route 154 known as Project No. S-0154(84)14, being part of an entire tract of property situate in Lot 4 of the Summit Vista Subdivision, according to the official plat thereof recorded September 27, 2017 as Entry No. 12624730 in Book 2017P on Page 263, in the office of the Salt Lake County Recorder, a subdivision in the NE1/4 SW1/4 and the SE1/4 of Section 17, Township 2 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the northwest corner of said Lot 4 which point is in the existing easterly highway right of way and limited access line of said SR-154 (Bangerter Highway) at a point 74.96 feet perpendicularly distant easterly from the right of way control line of said SR-154, opposite approximate Engineers Station 168+78.84; and running thence along the northerly boundary line of said Lot 4 N.89°56'25"E. 2.10 feet to a point 76.96 feet perpendicularly distant easterly from the right of way control line of said SR-154, opposite approximate Engineers Station 168+78.19; thence S.18°06'15"E. 3.19 feet to a point 76.96 feet perpendicularly distant easterly from the right of way control line of said SR-154, opposite Engineers Station 168+75.00; thence S.22°05'23"E. 15.04 feet to a point 78.00 feet perpendicularly distant easterly from the right of way control line of said SR-154, opposite Engineers Station 168+60.00; thence S.18°06'23"E. 235.00 feet to a point 78.00 feet perpendicularly distant easterly from the right of way control line of said SR-154, opposite Engineers Station 166+25.00; thence S.20°46'42"E. 300.33 feet to a point

92.00 feet perpendicularly distant easterly from the right of way control line of said SR-154, opposite Engineers Station 163+25.00; thence S.18°06'23"E. 243.46 feet to a point of curvature of a curve to the right with a radius of 2932.00 feet at a point 92.00 feet perpendicularly distant easterly from the right of way control line of said SR-154, opposite Engineers Station 160+81.54; thence southerly concentric with said control line along said curve with an arc length of 325.27 feet, chord bears S.14°55'42"E. 325.10 feet to a point in said existing easterly highway right of way and limited access line at a point 92.00 feet radially distant easterly from the right of way control line of said SR-154, opposite approximate Engineers Station 157+66.48 being the point of curvature of a non-tangent curve to the left with a radius of 2600.67 feet; thence northerly along said curve with an arc length of 81.10 feet, chord bears N.17°13'39"W. 81.10 feet; thence N.18°07'16"W. 1040.81 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 11,380 square feet in area or 0.261 acre.

(Note: Rotate above bearings 00°15'15" clockwise to equal Highway bearings).

To enable the Utah Department of Transportation to construct and maintain a public highway as a freeway, as contemplated by Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the Owners of said entire tract of property hereby release and relinquish to said Utah Department of Transportation any and all rights appurtenant to the remaining property of said Owners by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from said Owner's remaining property contiguous to the lands hereby conveyed to or from said highway.

IN WITNESS WHEREOF, said Summit Life Plan Communities, L.L.C. a Delaware Limited Liability Company, has caused this instrument to be executed by its proper officers thereunto duly authorized, this ____ day of _____, A.D. 20 ____.

By: Uncommon CCRC Investor LLC,
a Delaware Limited Liability Company
Member of Summit Life Plan Communities, L.L.C.

By: iStar Inc.,
a Maryland corporation
Sole Member of Uncommon CCRC Investor LLC

STATE OF)
) ss.
COUNTY OF)

By _____
Karl Frey, Executive Vice President

On this, the ____ day of _____, 20____, personally appeared before me Karl Frey, the undersigned officer, who acknowledged himself to be the Executive Vice President of iStar Inc., a Maryland corporation, Sole Member of Uncommon CCRC Investor LLC, a Delaware limited liability company, Member of Summit Life Plan Communities, L.L.C., a Delaware Limited Liability Company.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

IN WITNESS WHEREOF, said Summit Life Plan Communities, L.L.C. a Delaware Limited Liability Company, has caused this instrument to be executed by its proper officers thereunto duly authorized, this ____ day of _____, A.D. 20 _____.

By: SV-SC Investments, LLC,
a Delaware Limited Liability Company
Member of Summit Life Plan Communities, L.L.C.

By: Solamere Group, LLC,
a Delaware Limited Liability Company
Manager of SV-SC Investments, LLC

STATE OF _____)
) ss.
COUNTY OF _____)

By _____
Eric F. Scheuermann, Managing Member

On this, the ____ day of _____, 20____, personally appeared before me Eric F. Scheuermann, the undersigned officer, who acknowledged himself to be the Managing Member of Solamere Group, LLC, a Delaware Limited Liability Company, Manager of SV-SC Investments, LLC, a Delaware Limited Liability Company, Member of Summit Life Plan Communities, L.L.C., a Delaware Limited Liability Company.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

IN WITNESS WHEREOF, said Summit Life Plan Communities, L.L.C. a Delaware Limited Liability Company, has caused this instrument to be executed by its proper officers thereunto duly authorized, this ____ day of _____, A.D. 20 _____.

By: Gardner Taylorsville L.C .
a Utah Limited Liability Company
Member of Summit Life Plan Communities, L.L.C.

By: KC Gardner Company, L.C .
a Utah Limited Liability Company
Manager of Gardner Taylorsville L.C.

STATE OF _____)
) ss.
COUNTY OF _____)

By _____
Christian Gardner, Manager

On this, the ____ day of _____, 20____, personally appeared before me Christian Gardner, the undersigned officer, who acknowledged himself to be the Manager of KC Gardner Company, L.C., a Utah Limited Liability Company, Manager of Gardner Taylorsville L.C., a Utah Limited Liability Company, Member of Summit Life Plan Communities, L.L.C., a Delaware Limited Liability Company.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

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. 21-17-401-001
PIN No. 14415
Project No. S-0154(84)14
Parcel No. 0154:278:E

Summit Life Plan Communities, L.L.C., a Delaware Limited Liability Company, Grantor, 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 consideration, the following described easement in Salt Lake County, State of Utah, to-wit:

Two temporary easements upon part of an entire tract of property situate in Lot 4 of the Summit Vista Subdivision, according to the official plat thereof recorded September 27, 2017 as Entry No. 12624730 in Book 2017P on Page 263, in the office of the Salt Lake County Recorder, a subdivision in the NE1/4 SW1/4 and the SE1/4 of Section 17, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, for the purpose of constructing and blending cut and/or fill slopes, a noise wall construct, and appurtenant parts thereof incident to the widening of existing SR-154 (Bangerter Highway), known as Project No. S-0154(84)14. The 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 parts of an entire tract are described as follows:

Beginning at the intersection of the north boundary line of said Lot 4 and the easterly highway right of way and no-access line of SR-154 (Bangerter Highway) known as Project No. S-0154(84)14 which point is 2.10 feet N.89°56'25"E. along the northerly boundary line of said Lot 4 from the northwest corner of said Lot; and running thence along the northerly boundary line of said Lot 4 N.89°56'25"E. 27.59 feet to a point 103.17 feet perpendicularly

distant easterly from the right of way control line of said SR-154, opposite approximate Engineers Station 168+69.64; thence S.19°36'12"W. 24.83 feet to a point 88.00 feet perpendicularly distant easterly from the right of way control line of said SR-154, opposite approximate Engineers Station 168+50.00; thence S.18°06'23"E. 224.77 feet; thence S.20°46'42"E. 300.33 feet; thence S.18°06'23"E. 243.69 feet to a point of curvature of a curve to the right with a radius of 2942.00 feet; thence southerly along said curve with an arc length of 177.70 feet, chord bears S.16°22'34"E. 177.68 feet to a point 102.00 feet radially distant easterly from the right of way control line of said SR-154, opposite approximate Engineers Station 159+10.00; thence N.75°21'15"E. 12.00 feet to a point of curvature of a non-tangent curve to the right with a radius of 2954.00 feet; thence southerly along said curve with an arc length of 322.44 feet, chord bears S.11°31'07"E. 322.28 feet; thence S.81°36'30"W. 8.86 feet to a point in said existing easterly highway right of way and limited access line, being the point of curvature of a non-tangent curve to the left with a radius of 2600.67 feet; thence northerly along said existing right of way line and along said curve with an arc length of 172.76 feet, chord bears N.14°25'53"W. 172.73 feet to a point in the easterly highway right of way and no-access line of said project, being the a point of curvature of a curve to the left with a radius of 2932.00 feet; thence along said highway right of way and no-access line the following six (6) courses and distances, (1) thence northerly along said curve with an arc length of 325.27 feet, chord bears N.14°55'42"W. 325.10 feet; (2) thence N.18°06'23"W. 243.46 feet; (3) thence N.20°46'42"W. 300.33 feet; (4) thence N.18°06'23"W. 235.00 feet; (5) thence N.22°05'23"W. 15.04 feet; (6) thence N.18°06'15"W. 3.19 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 contains 15,839 square feet in area or 0.364 acre.

ALSO:

Beginning at the southwest corner of said Lot 4 which point is in the existing easterly highway right of way and limited access line of said SR-154 (Bangerter Highway); and running thence along existing easterly highway right of way and limited access line the following two (2) courses and distances (1) N.14°07'22"W. 84.43 feet to a point of curvature of a non-tangent curve to the left with a radius of 2600.67 feet; (2) thence northerly along said curve with an arc length of 28.24 feet, chord bears N.06°14'44"W. 28.24 feet to a point 123.00 feet radially distant easterly from the right of way control line of said SR-154, opposite approximate Engineers Station 153+40.00; thence S.17°02'57"E. 108.47 feet to a point 150.90 feet radially distant easterly from the right of way control line of said SR-154,

opposite approximate Engineers Station 152+40.00; thence S.00°16'50"W. 6.25 feet to a point in the southerly boundary line of said entire tract; thence N.89°57'49"W. 8.10 feet along said southerly boundary 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 part of an entire tract contains 709 square feet in area or 0.016 acre.

The combined above described parts of an entire tract contains 16,548 square feet in area or 0.380 acre.

(Note: Rotate above bearings 00°15'15" clockwise to equal Highway bearings).

IN WITNESS WHEREOF, said _____ Summit Life Plan Communities, L.L.C. a Delaware Limited Liability Company, has caused this instrument to be executed by its proper officers thereunto duly authorized, this ____ day of _____, A.D. 20 _____.

By: Uncommon CCRC Investor LLC,
a Delaware Limited Liability Company
Member of Summit Life Plan Communities, L.L.C.

By: iStar Inc.,
a Maryland corporation
Sole Member of Uncommon CCRC Investor LLC

STATE OF)
) ss.
COUNTY OF)

By _____
Karl Frey, Executive Vice President

On this, the ____ day of _____, 20____, personally appeared before me _____ Karl Frey, the undersigned officer, who acknowledged himself to be the Executive Vice President of iStar Inc., a Maryland corporation, Sole Member of Uncommon CCRC Investor LLC, a Delaware limited liability company, Member of Summit Life Plan Communities, L.L.C., a Delaware Limited Liability Company.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

IN WITNESS WHEREOF, said Summit Life Plan Communities, L.L.C. a
Delaware Limited Liability Company, has caused this instrument to be executed by its
proper officers thereunto duly authorized, this ____ day of _____,
A.D. 20 _____.

By: SV-SC Investments, LLC,
a Delaware Limited Liability Company
Member of Summit Life Plan Communities, L.L.C.

By: Solamere Group, LLC,
a Delaware Limited Liability Company
Manager of SV-SC Investments, LLC

STATE OF _____)
) ss.
COUNTY OF _____)

By _____
Eric F. Scheuermann, Managing Member

On this, the ____ day of _____, 20____, personally appeared before me
Eric F. Scheuermann, the undersigned officer, who acknowledged himself to
be the Managing Member of Solamere Group, LLC, a Delaware Limited Liability
Company, Manager of SV-SC Investments, LLC, a Delaware Limited Liability Company,
Member of Summit Life Plan Communities, L.L.C., a Delaware Limited Liability Company.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

