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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: S-R299(261) Parcel No.(s): 200F:E

Pin No: 15670 Job/Proj No: 72717 Project Location: Porter Rockwell (Bridge)
County of Property: SALT LAKE Tax ID / Sidwell No: 33-22-126-004
Property Address: 1661 Packsaddle Circle BLUFFDALE UT, 84065
Owner's Address: 11576 South State Street, Draper, UT, 84020
Owner's Home Phone: Owner's Work Phone: (801)898-2299
Owner / Grantor (s): S.A. McDougal, LLC, a Utah limited liability company, as to an undivided 26.00% interest, Liberty Ventures, LC, a Utah limited liability company, as to an undivided 60.00% interest and GKM, L.L.C., as to an undivided 14.00% interest *GKM Family, L.L.C.,
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 S.A. McDougal, LLC, a Utah limited liability company, as to an undivided 26.00% interest, Liberty Ventures, LC, a Utah limited liability company, as to an undivided 60.00% interest and GKM, L.L.C., as to an undivided 14.00% interest ("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 \$5,400.00 (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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County of Property: SALT LAKE Tax ID / Sidwell No: 33-22-126-004

Property Address: 1661 Packsaddle Circle BLUFFDALE UT, 84065

Owner's Address: 11576 South State Street, Draper, UT, 84020

Owner's Home Phone: Owner's Work Phone: (801)898-2299

Owner / Grantor (s): S.A. McDougal, LLC, a Utah limited liability company, as to an undivided 26.00% interest, Liberty Ventures, LC, a Utah limited liability company, as to an undivided 60.00% interest and ~~GKM, LLC~~, as to an undivided 14.00% interest* GKM Family, L.L.C.,

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:

ADDITIONAL TERMS:

This Agreement supersedes in full the prior Agreement involving UDOT, S.A. McDougal, LL, Liberty Ventures, LC, and Ken S. Olsen involving the same property that is the subject of this Agreement. The parties to that prior Agreement were mistaken with respect to who owned fee title of the property that is the subject of this Agreement, and this Agreement corrects that mistake. Ken Olsen acknowledges he does not have any ownership interest in the property that is the subject of this Agreement, consents to this revised agreement, and acknowledges that there are no further obligations between him and UDOT arising out of the prior Agreement.

[Signatures and Acknowledgments to Follow Immediately]

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Property Address: 1661 Packsaddle Circle BLUFFDALE UT, 84065

Owner's Address: 11576 South State Street, Draper, UT, 84020

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Owner / Grantor (s): S.A. McDougal, LLC, a Utah limited liability company, as to an undivided 26.00% interest, Liberty Ventures, LC, a Utah

limited liability company, as to an undivided 60.00% interest and ~~GKM, L.L.C., as to an undivided~~ 14.00% interest *GKM Family, 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 1st day of May, 2020

Gary W. McDougal
Property Owner

Kenneth Olson
Property Owner

Property Owner

Property Owner

STATE OF UTAH

County of Salt Lake

On the 1st day of May, 2020, personally appeared before me

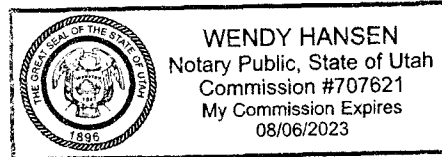
Gary W. McDougal & Kenneth Olson the signer(s) of the Agreement set forth above,
who duly acknowledged to me that they executed the same.

Wendy Hansen
NOTARY PUBLIC

DATED this 21st day of May, 2020

Charles A. Stormont

UDOT Director / Deputy Director of Right of Way



STATE OF UTAH

County of Salt Lake

On the 21 day of May, 2020, 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.

Krissy Plett
NOTARY PUBLIC

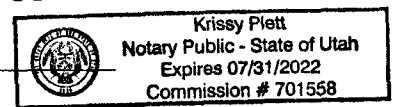


Exhibit A

200:F:E Perpetual Easement

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. 33-22-126-004
PIN No. 15670
Project No. S-R299(261)
Parcel No. R299:200F:E

S.A. McDougal, LLC, a Utah limited liability company, as to an undivided 26.00% interest,
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:

A perpetual easement upon part of an entire tract of property, situate in Government Lot 2 of Section 22, Township 4 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, and appurtenant parts thereof incident to the construction of Porter Rockwell Boulevard, known as Project No. S-R299(261). 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, 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 are described as follows:

Beginning in the southerly line of an existing Perpetual easement recorded as Entry # 12830724, 12830725, and 12830726 in the office of the Salt Lake County Recorder at a point 88.05 feet perpendicularly distant southerly from the right of way control line of said Project, opposite approximate Engineers Station 116+66.88, said point being 543.06 feet S.89°43'00"E. along the section line and 486.28 feet South from the North Quarter Corner of said Section 22; and running thence N.86°32'23"E. 119.16 feet along the southerly line of said existing perpetual easement to a point in the westerly boundary line of the Utah and

Salt Lake Canal parcel Recorded as entry # 644844 in the office of the Salt Lake County Recorder; thence S.17°46'42"W. 43.16 feet along said westerly boundary line to a point 128.28 feet perpendicularly distant southerly from the right of way control line of said Project, opposite approximate Engineers Station 117+70.40; thence N.72°13'18"W. 111.06 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 2,397 square feet in area or 0.055 acre

Basis of Bearing is S.89°43'00"E between the North Quarter Corner and Northeast Corner of Section 22, T4.S, R1.W, SLB&M

IN WITNESS WHEREOF, said S.A. McDougal LLC has caused this instrument to be executed by its proper officers thereunto duly authorized, this ___ day of _____, A.D. 20 ____.

STATE OF _____)

) S.A. McDougal LLC
Limited Liability Company

COUNTY OF _____)

By _____
Manager

On this, the ___ day of _____, 20____, personally appeared before me _____, the undersigned officer, who acknowledged herself/himself to be the manager/a member of S.A. McDougal LLC, a Limited Liability Company, and in that capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by herself/himself as the manager/a member.

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. 33-22-126-004
PIN No. 15670
Project No. S-R299(261)
Parcel No. R299:200F:E2

Liberty Ventures, LC, a Utah limited liability company, as to an undivided 60.00% interest, 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:

A perpetual easement upon part of an entire tract of property, situate in Government Lot 2 of Section 22, Township 4 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, and appurtenant parts thereof incident to the construction of Porter Rockwell Boulevard, known as Project No. S-R299(261). 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, 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 are described as follows:

Beginning in the southerly line of an existing Perpetual easement recorded as Entry # 12830724, 12830725, and 12830726 in the office of the Salt Lake County Recorder at a point 88.05 feet perpendicularly distant southerly from the right of way control line of said Project, opposite approximate Engineers Station 116+66.88, said point being 543.06 feet S.89°43'00"E. along the section line and 486.28 feet South from the North Quarter Corner of said Section 22; and running thence N.86°32'23"E. 119.16 feet along the southerly line

of said existing perpetual easement to a point in the westerly boundary line of the Utah and Salt Lake Canal parcel Recorded as entry # 644844 in the office of the Salt Lake County Recorder; thence S.17°46'42"W. 43.16 feet along said westerly boundary line to a point 128.28 feet perpendicularly distant southerly from the right of way control line of said Project, opposite approximate Engineers Station 117+70.40; thence N.72°13'18"W. 111.06 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 2,397 square feet in area or 0.055 acre

Basis of Bearing is S.89°43'00"E between the North Quarter Corner and Northeast Corner of Section 22, T4.S, R1.W, SLB&M

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. 33-22-126-004
PIN No. 15670
Project No. S-R299(261)
Parcel No. R299:200F:E3

GKM Family, L.L.C., a Utah limited liability company, as to an undivided 14.00% interest,
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:

A perpetual easement upon part of an entire tract of property, situate in Government Lot 2 of Section 22, Township 4 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, and appurtenant parts thereof incident to the construction of Porter Rockwell Boulevard, known as Project No. S-R299(261). 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, 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 are described as follows:

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Salt Lake Canal parcel Recorded as entry # 644844 in the office of the Salt Lake County Recorder; thence S.17°46'42"W. 43.16 feet along said westerly boundary line to a point 128.28 feet perpendicularly distant southerly from the right of way control line of said Project, opposite approximate Engineers Station 117+70.40; thence N.72°13'18"W. 111.06 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 2,397 square feet in area or 0.055 acre

Basis of Bearing is S.89°43'00"E between the North Quarter Corner and Northeast Corner of Section 22, T4.S, R1.W, SLB&M

IN WITNESS WHEREOF, said GKM Family, 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 _____)

_____ GKM Family, L.L.C.
Limited Liability Company

) ss.

COUNTY OF _____)

By _____
Manager

On this, the ___ day of _____, 20____, personally appeared before me _____, the undersigned officer, who acknowledged herself/himself to be the manager/a member of GKM Family, L.L.C., a Utah limited liability company, as to an undivided 14.00% interest, and in that capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by herself/himself as the manager/a member.

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

Notary Public