



Utah Department of Transportation  
Right of Entry and Occupancy Agreement

43766 2497004  
BK 4911 PG 1386

Project No: S-15-8(211)332	Parcel No. (s): 68, 68:E, 68:A
Job/Proj/Auth No: 51018	Pin No.: 4184
Project Location: I-15; South Layton Interchange	
County of Property: Davis	Tax ID/Sidwell No: 11-061-0083
Property Address: 150 S. Fort Lane, Layton, UT 84041	
Owner/Grantor (s): Fort Lane Village, L.C.	
Owner's Address: 476 W. Heritage Blvd., Suite 200, Layton, UT 84041	
Owner's Phone: Doug Durbano 801-776-4111	

Acquiring Entity: Utah Department of Transportation For the subject property described in the attached Exhibit A. 11-061-0083, 0084

This Right of Entry and Occupancy Agreement ("Agreement") is made pursuant to Utah Code Annotated Section 59-2-1337.

Fort Lane Village, L.C. (as Property Owner), hereby grants to the State of Utah, Department of Transportation ("UDOT") and its contractors permission to enter upon, take possession of, and commence construction of its public works facility, and related utilities relocation and work, on the property described in attached Exhibit A, subject to the terms and conditions contained herein. This Agreement is made in connection with a pending condemnation action by UDOT and is intended to provide for the property pending further negotiations or the pursuit of condemnation proceedings and possible alternative informal proceedings. Property Owner understands that, by executing this Agreement, Property Owner has waived and abandoned all defenses to the acquisition of the property.

It is understood and agreed that the sum of \$924,000.00 will be paid to the Property Owner as consideration for entering into this Agreement. This amount paid to the Property Owner shall be deducted from a final settlement, award of arbitration, or other determination of just compensation in an eminent domain action to acquire the property. 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 Owner.

It is understood and agreed that this Agreement is granted without prejudice to the rights of the Property Owner, pending any settlement, to contest the amount of compensation to be paid the Property Owner for the property described in Exhibit A.

Dated this 9th day of November, 2009

Fort Lane Village LLC  
By: [Signature]  
By: Attorney in Fact Manager

E 2497004 B 4911 P 1386-1401  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
12/1/2009 3:32:00 PM  
FEE \$0.00 Pgs: 16  
DEP eCASH REC'D FOR FOUNDERS TITLE CO - LAYTON

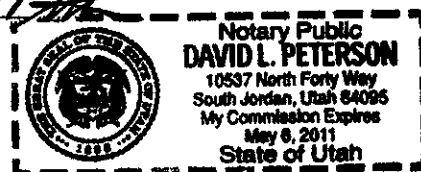
Its:

State of Utah

County of Davis

On the 9 day of Nov, 2009 personally appeared before me Douglas M. Durbano the signer(s) of this Agreement for Fort Lane Village, LLC who duly acknowledged to me that they executed the same.

[Signature]  
Notary Public



[Signature], UDOT Director of Right of Way

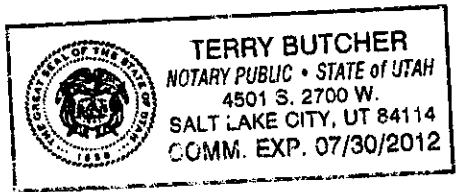
STATE OF UTAH

County of Salt Lake

On the 30<sup>th</sup> day of Nov, 2009 personally appeared before me [Signature] the signer (s) of this Agreement for UDOT who duly acknowledged to me that they executed the same.

Lyle D. McMillan  
[Signature]

[Signature]  
Notary Public



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

**Warranty Deed**  
(Controlled Access)  
(Limited Liability Company)  
Davis County

Parcel No. 15-8:68:A  
Project No. S-15-8(211)332  
Affecting Tax ID. No. 11-061-0083, 0084

Fort Lane Village, L.C., a Limited Liability Company of the State of Utah,  
Grantor, hereby CONVEY AND WARRANT to the UTAH DEPARTMENT OF  
TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee,  
for the sum of \_\_\_\_\_, Dollars,  
and other good and valuable considerations, the following described parcel of  
land in Davis County, State of Utah, to-wit:

A parcel of land, in fee, being part of an entire tract incident to the widening of SR-126 and  
the realignment of the I-15 interchange known as Project S-15-8(211)332, located in the  
NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 28, T4N, R1W, SLB&M, the boundary lines are further described as  
follows:

Beginning at a point in the southerly line of said entire tract, said point also being in the  
easterly Right of Way and No-Access line of I-15 that is 238.59 ft perpendicularly distant  
easterly of Engineer Station 461+71.81 of the control line for I-15 for said project, said point  
also being 1089.66 ft South, 402.60 ft S. 89°35'00" E., 347.82 ft S. 0°14'00" W., 223.00 ft  
N. 43°20'00" W., and 483.53 ft N. 87°30'00" W. more or less from the North Quarter of said  
Section 28 and running thence along said Right of Way and No-Access Line the following 3  
courses: 1) N. 16°15'50" W. 440.40 ft; 2) Northwesterly 445.55 ft along the arc of a curve to  
the left having a radius of 1100.00 ft, the chord bears N. 27°52'03" W. 442.51 ft;  
3) N. 39°28'16" W. 6.25 ft; thence along the westerly line of said entire tract the following  
2 courses: 1) S. 12°08'39" E. 111.18 ft; 2) Southerly 735.07 ft along the arc of a curve to  
the right having a radius of 2029.86 ft, the chord bears S. 15°55'08" E. 731.06 ft to a point  
in the southerly line of said entire tract; thence S. 86°19'24" E. 110.48 ft along said  
southerly line to the point of beginning.



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

AND TO:  
Questar Regulated Services Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360

**Warranty Deed**  
(Limited Liability Company)  
Davis County

Parcel No. 15-8:68  
Project No. S-15-8(211)332  
Affecting Tax ID. No. 11-061-0083

FORT LANE VILLAGE, L.C., a Limited Liability Company of the State of Utah, Grantor, hereby GRANTS AND CONVEYS to the QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, for the sum of \_\_\_\_\_, Dollars, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land, in fee, being part of an entire tract incident to the widening of SR-126 and the realignment of the I-15 interchange known as Project S-15-8(211)332, located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 28, T4N, R1W, SLB&M, the boundary lines are further described as follows:

Beginning on the easterly Right of Way and No-Access Line of I-15 at a point 2394.91 feet S. 89°06'21" E. along the section line and 1234.92 feet SOUTH from the Northwest corner of Section 28; running thence S. 16°15'50" E. a distance of 26.91 feet along said easterly Right of Way and No-Access Line of I-15, thence S. 86°19'24" E. a distance of 76.59 feet along said Right of Way and No-Access line, thence N. 16°15'50" W. a distance of 53.04 feet, thence S. 73°44'10" W. a distance of 72.00 feet to the point of beginning as shown on the official plans for said project on file in the office of the Utah Department of Transportation.

Together with and subject to any and all easements, rights-of-way and restrictions appearing of record or enforceable in law and equity

The above described part of an entire tract contains 2878 square feet or 0.066 acre in area.



WHEN RECORDED, MAIL TO:  
 Utah Department of Transportation  
 Right of Way, Fourth Floor  
 Box 148420

Salt Lake City, Utah 84114-8420

AND TO:

Questar Regulated Services Company  
 P.O. Box 45360, Right-of-way  
 Salt Lake City, UT 84145-0360

## Perpetual Easement

Davis County

(Limited Liability Company)

Parcel No. 15-8:68:E

Project No. S-15-8(211)332

Affecting Tax ID No. 11-061-0083, 0084

FORT LANE VILLAGE, L.C., Grantor, of Layton, County of Davis, State of Utah, hereby GRANTS AND CONVEYS to the QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, Grantee, for the sum of \_\_\_\_\_, Dollars, and other good and valuable considerations, a perpetual easement through and across a part of an entire tract of property, situate in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  and the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 28, T4N, R1W, SLB&M, to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities"), and access for operational purposes to adjacent properties called Parcel No. 68 of said project. The boundaries of said part of an entire tract are further described as follows:

Beginning in the intersection of the southerly line of said entire tract, with the easterly Right of Way and No-Access line of I-15, at a point 234.02 ft. radially distant easterly from the control line of I-15 for said project at Engineer Station 461+95.53, said point also being at 2394.91 feet S. 89°06'21" E. along said section line and 1234.92 feet SOUTH from the Northwest corner of said Section 28; running thence N. 73°44'10" E. a distance of 30.00 feet; thence N. 16°15'50" W. a distance of 225.17 feet; thence N. 28°44'10" E. a distance of 18.60 feet; thence N. 16°15'50" W. a distance of 50.00 feet; thence N. 61°15'50" W. a distance of 18.60 feet; thence N. 16°15'50" W. a distance of 112.01 feet; thence Northwesterly 414.00 feet along the arc of a 1130.00-foot radius curve to the left (Note: Chord bears N. 26°45'35" W. for a distance of 411.69 feet) to the grantors northerly property line; thence S. 47°02'56" W. a distance of 30.15 feet along said northerly property line to said highway Right of Way and No-Access line; thence Southeasterly 400.02 feet along the arc of a 1100.00-foot radius curve to the right (Note: Chord bears S. 26°40'54" E. for a distance of 397.82 feet) following said Right of Way and No-Access line; thence S. 16°15'50" E. a distance of 124.44 feet along said Right of Way and No-Access line; thence S. 61°15'50" E. a distance of 18.60 feet; thence S. 16°15'50" E. a distance of 25.15 feet; thence S. 28°44'10" W. a distance of 18.60 feet; thence S. 16°15'50" E. a distance of 237.60 feet along said Right of Way and No-Access line to the point of beginning as shown on the official plans for said project on file in the office of the Utah Department of Transportation.

The above described easement contains 24,942 square feet or 0.573 acre.

**(Note: All bearings in the above description are Highway Bearings and are based on the Utah State Plane Coordinate System, NAD 83, North Zone. Rotate the above bearings 0°20'51" clockwise to match Davis County bearings.)**

TO HAVE AND TO HOLD the same unto said Questar Gas Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said easement to maintain, operate, repair, inspect, protect, remove and replace the same. Grantee may use such portion of the property along and adjacent to said easement as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor(s) shall have the right to use said premises except for the purposes for which said easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

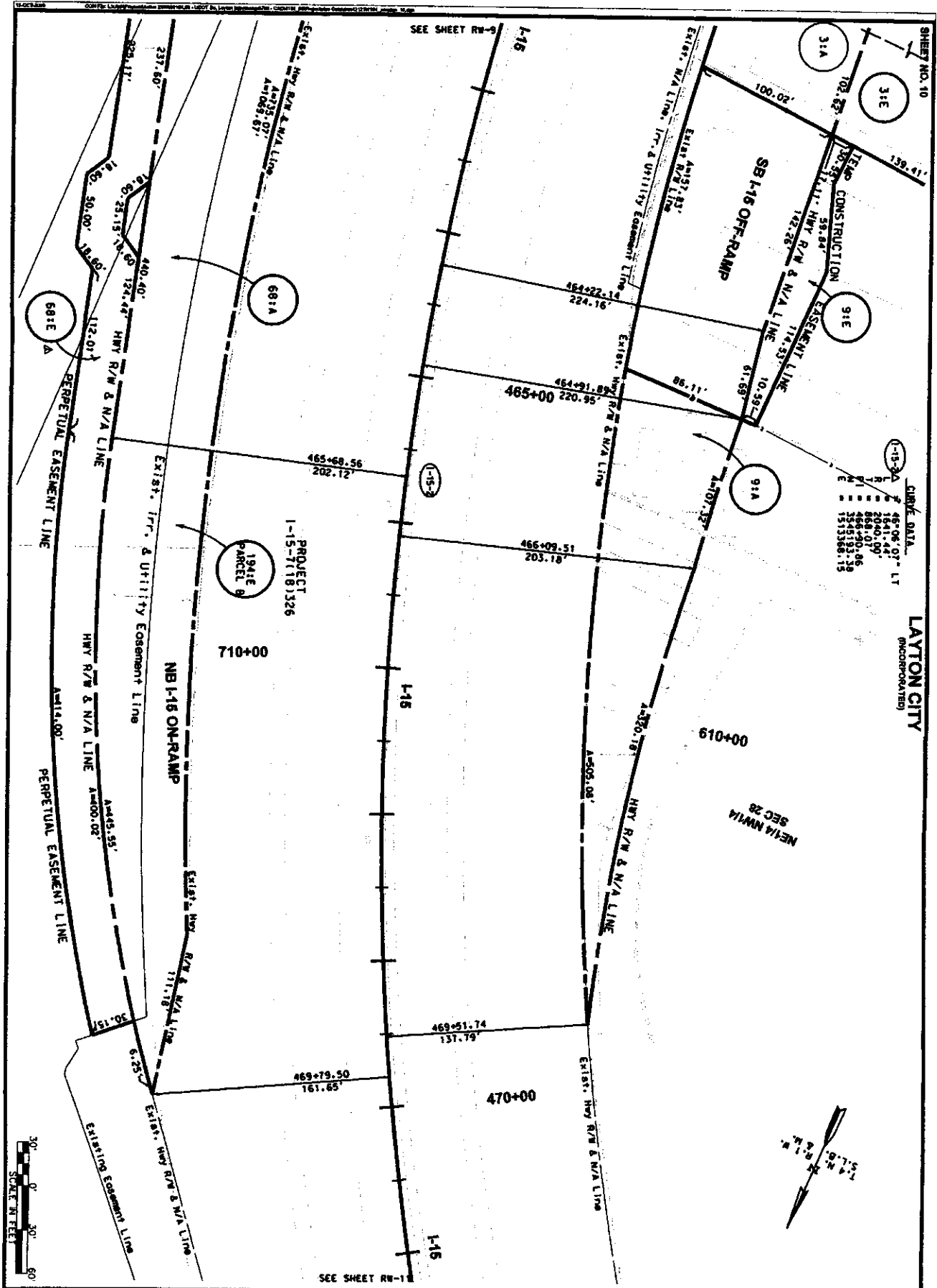
Grantor(s) shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across said easement, nor change the contour thereof, without written consent of Grantee. This easement shall be binding upon and inure to the benefit of the successors and assigns of Grantor(s) and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

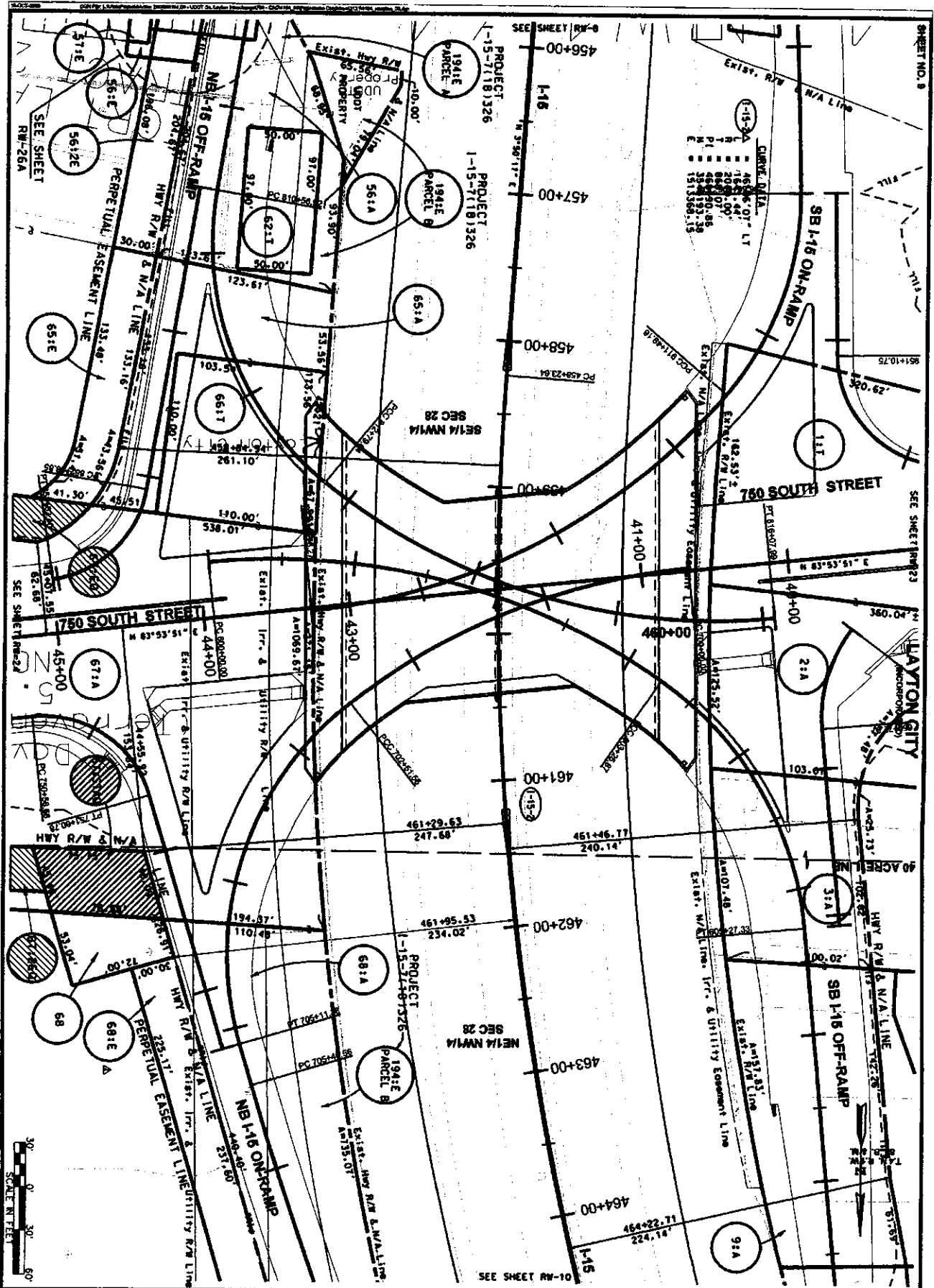
Together with and subject to any and all easements, rights-of-way and restrictions appearing of record or enforceable in law and equity.

The Grantors agree to defend, indemnify and hold harmless the Utah Department of Transportation ("UDOT"), the State of Utah ("STATE"), and any and all employees, agents, contractors and officials of said "UDOT" and/or said "STATE" against any and all damages, claims, liabilities, losses, penalties, fines or expenses, including attorney's fees and litigation costs; all related to the presence, disposal, release or clean-up of any contaminants, hazardous materials or pollutants, fire or explosions located on, over, under, from or affecting the property described in the within instrument. The indemnity set forth herein shall apply to all conditions existing on or before the date title to said property is transferred by the within instrument.





<b>I-15/FORT LANE</b> <b>SOUTH LAYTON INTERCHANGE</b> <b>RIGHT-OF-WAY PLANS</b>		<b>UTAH DEPARTMENT OF TRANSPORTATION</b> REGION 1 - OGDEN, UTAH	
PROJECT NUMBER: <b>S-15-8(211)332</b> DRAWN BY: [ ] CHECKED BY: [ ] DATE: [ ]	PROJECT DESIGN NUMBER: [ ] DRAWN BY: [ ] CHECKED BY: [ ] DATE: [ ]	PRECONSTRUCTION NUMBER: [ ] DRAWN BY: [ ] CHECKED BY: [ ] DATE: [ ]	REVIEW: [ ] DATE: [ ] REVIEW: [ ] DATE: [ ]
PROJECT NO. <b>DM-10</b> COUNTY: <b>DAVIS</b>		SHEET NO. <b>DM-10</b>	



I-15/FORT LANE SOUTH LAYTON INTERCHANGE RIGHT-OF-WAY PLANS		UTAH DEPARTMENT OF TRANSPORTATION REGION 1 - OGDEN UTAH				SHEET NO. 8 PROJECT NO. 8-15-8(211)332	
PROJECT NUMBER 8-15-8(211)332	DATE 11/15/07	PROJECT DESIGN NUMBER 8-15-8(211)332	DRAWN BY JLD	CHECKED BY JLD	DATE 11/15/07	REVIEWED BY JLD	DATE 11/15/07
PROJECT DESIGN NUMBER 8-15-8(211)332		PROJECT DESIGN NUMBER 8-15-8(211)332		PROJECT DESIGN NUMBER 8-15-8(211)332		PROJECT DESIGN NUMBER 8-15-8(211)332	
PROJECT DESIGN NUMBER 8-15-8(211)332		PROJECT DESIGN NUMBER 8-15-8(211)332		PROJECT DESIGN NUMBER 8-15-8(211)332		PROJECT DESIGN NUMBER 8-15-8(211)332	

**MEMORANDUM OF UNDERSTANDING BETWEEN UTAH DEPARTMENT  
OF TRANSPORTATION AND FORT LANE VILLAGE, L.C.**

This Memorandum of Understanding is entered into this 9<sup>th</sup> day of November, 2009 between Utah Department of Transportation ("UDOT") and Fort Lane Village ("Fort Lane"), L.C., a Utah limited liability company.

**RECITALS**

Whereas, UDOT is constructing the South Layton Interchange, Project No. S-15-8(211)332; and

Whereas, UDOT is acquiring easements on the property located at 150 S. Fort Lane, Layton, Utah 84041 (Parcel No. 15-8:68:E) for the project; and

Whereas, the Parties desire to reach an understanding as to the issues of the power pole placement, access to the ditch for the drainage of the water and the location of the gas line regulator station on Parcel 68:E.

**TERMS**

1. Rocky Mountain Power Transmission Pole Relocation. Fort Lane and Rocky Mountain Power will agree to the relocation of the pole. The pole will stay within Rocky Mountain Power's utility easement and will not be located on an easement obtained by UDOT.

2. Storm Water Drainage. Fort Lane's Parcel will be allowed to release its storm water from a detention basin on their property into UDOT's storm drain system or pipe culvert at a rate of 2.5 cfs. The attached plans (Exhibit A) show the location of the pipe culvert and the location where the discharge of the storm water will occur into UDOT's storm drain system. Fort Lane will be required to obtain a permit from UDOT Region One for the discharge into UDOT's storm drain system.


The Storm Water Drainage inlet connection for Fort Lane will be east of the Questar Gas Regulator Station Property and Questar Easement (see Exhibit B), providing Fort Lane connection ability at Fort Lane property and without crossing or entering onto UDOT or Questar property or easements, or as the Parties may direct and agree to during the course of construction.

UDOT shall install, construct and maintain the Storm Water Drainage system in a workman like manner so as to accommodate the Fort Lane storm water drainage at a maximum rate of 2.5 cfs, in accord with the attached plans and intent of this Agreement.

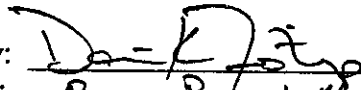
3. Location of Questar Regulator Station. The regulator station will be located at the southwest corner of Fort Lane's property on Parcel 68, which is being acquired in fee, as shown in Exhibit B.

4. This Agreement contains the entire agreement between the Parties, with respect to the subject matter and maybe amended only in writing signed by both parties. This Agreement shall be governed by the laws of the State of Utah.

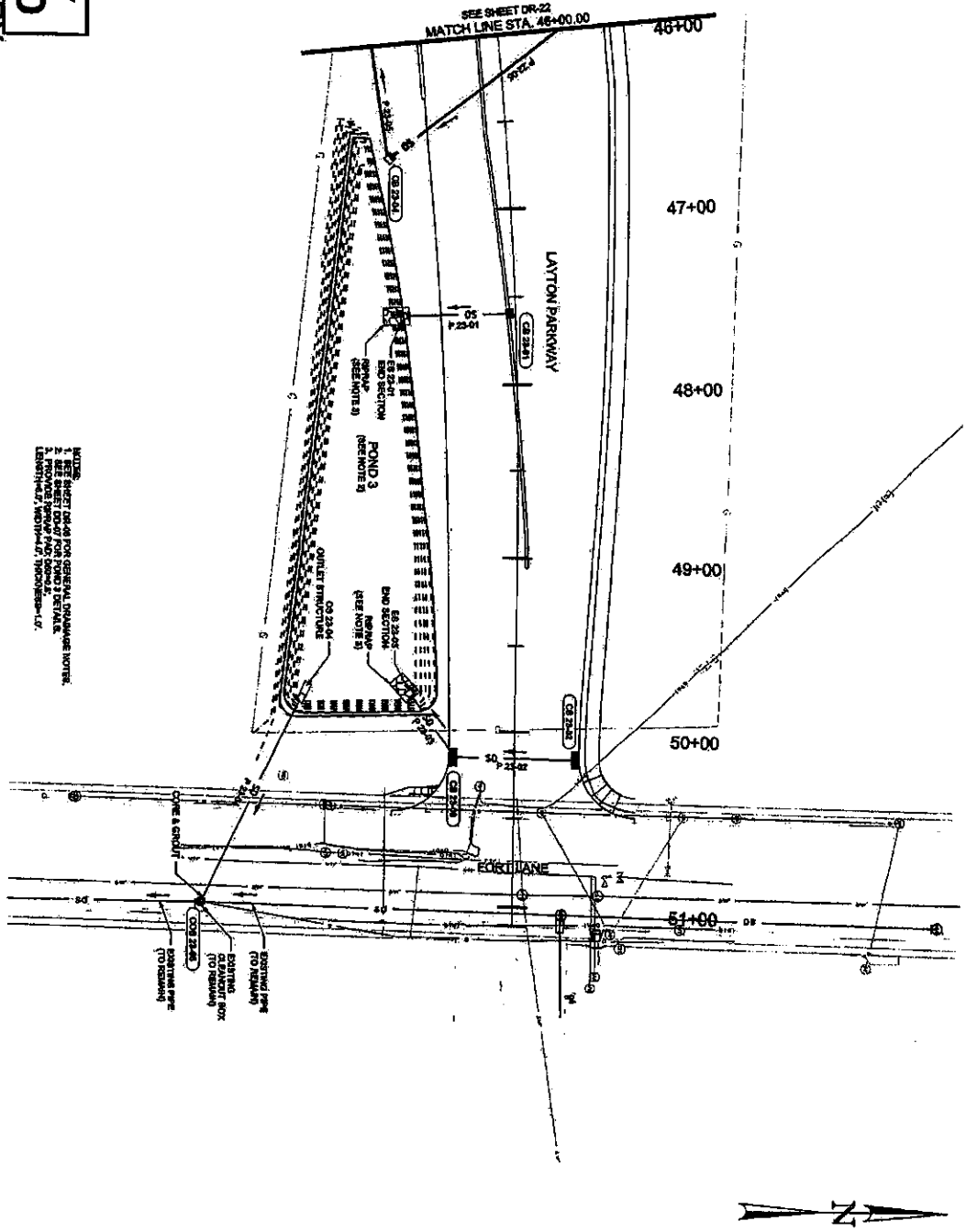
FORTLANE VILLAGE, LLC

By:   
Its: Manager + Affiliated Fort

UTAH DEPARTMENT OF TRANSPORTATION

By:   
Its: Region Project Manager

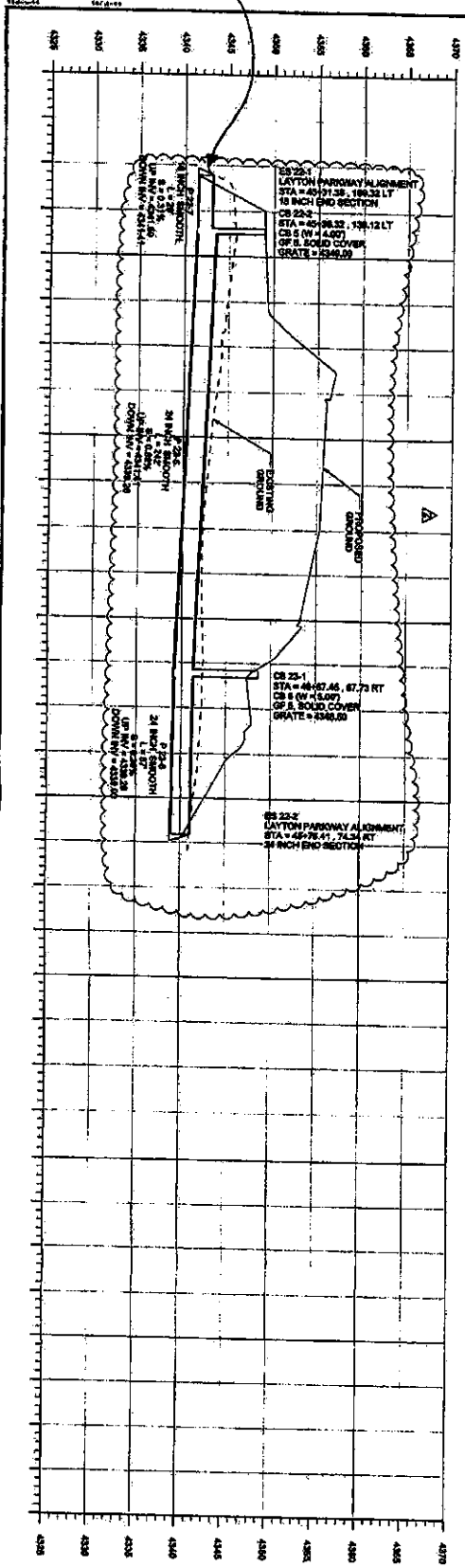
60%  
 PRELIMINARY  
 NOVEMBER 17, 2009



NOTES:  
 1. SEE SHEET DR-22 FOR GENERAL DRAINAGE NOTES.  
 2. SEE SHEET DR-22 FOR POND 3 DETAILS.  
 3. PROVIDE POND AND POND 3 DETAILS.  
 4. SEE SHEET DR-22 FOR POND 3 DETAILS.  
 5. SEE SHEET DR-22 FOR POND 3 DETAILS.

SHEET NO. DR-23	PROJECT	I-15;	UTAH DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN		RELEASE FOR CONSTRUCTION		
	PROJECT NUMBER	SOUTH LAYTON INTERCHANGE			APPROVED	DATE	NO.
	PROJECT NUMBER	S-15-8(211)332	PROFESSIONAL ENGINEER	DATE	1	11/17/09	DR-23
DRAINAGE PLAN SHEET			DESIGNED BY	SEB	1	11/17/09	DR-23
			CHECKED BY	RBS	1	11/17/09	DR-23

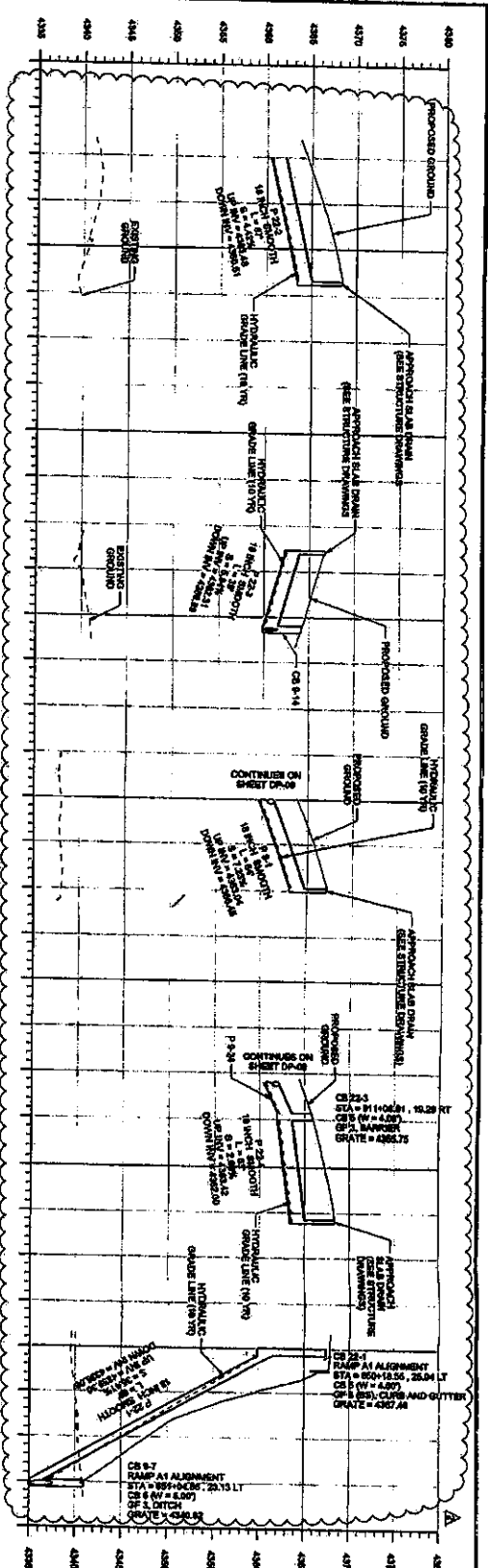
Inlet for  
Paved 68



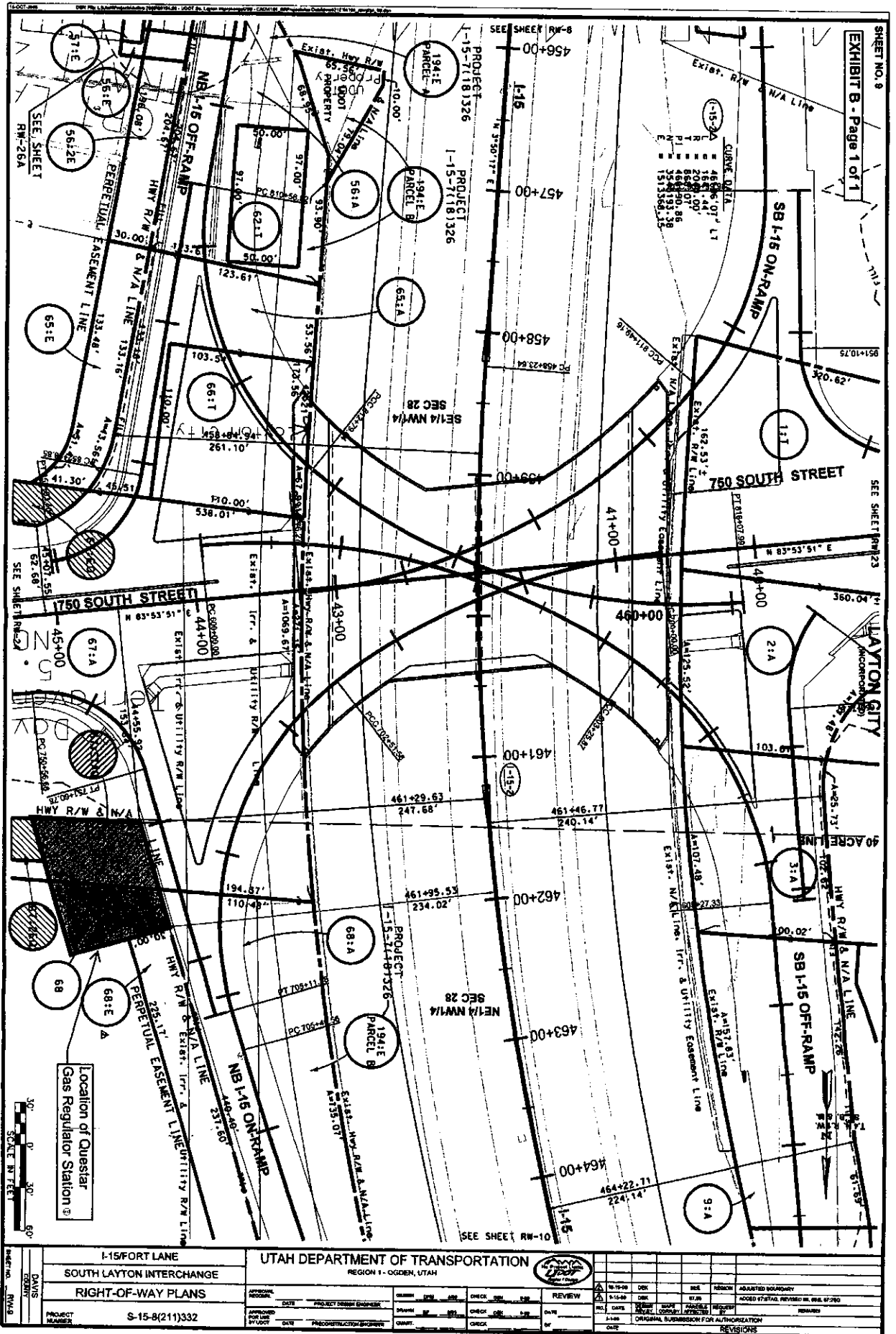
PRELIMINARY

EXHIBIT A - Page 3 of 3

NOTES:  
1. SEE OVERLAP OF SHEETS FOR GENERAL INFORMATION TO BE USED IN CONNECTION WITH THIS SHEET.  
2. THIS SHEET IS A PRELIMINARY DESIGN AND SHALL BE SUBJECT TO CHANGE WITHOUT NOTICE.  
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.  
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.  
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.  
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.



PROJECT NUMBER S-15-8(211)332	I-15		UTAH DEPARTMENT OF TRANSPORTATION		RELEASE FOR CONSTRUCTION		
	SOUTH LAYTON INTERCHANGE		APPROVED		DRAWN BY: DLH		
	DRAINAGE PROFILES		<i>David S. Smith</i> PROFESSIONAL ENGINEER		CHECKED BY: BSS		
DATE: 08/28/09		DATE: 08/28/09		NO. 2		DATE: 10/17/09	
				NO. 1		DATE: 08/28/09	
				NO. 3		DATE: 10/17/09	
				NO. 4		DATE: 10/17/09	
				NO. 5		DATE: 10/17/09	
				NO. 6		DATE: 10/17/09	
				NO. 7		DATE: 10/17/09	
				NO. 8		DATE: 10/17/09	
				NO. 9		DATE: 10/17/09	
				NO. 10		DATE: 10/17/09	

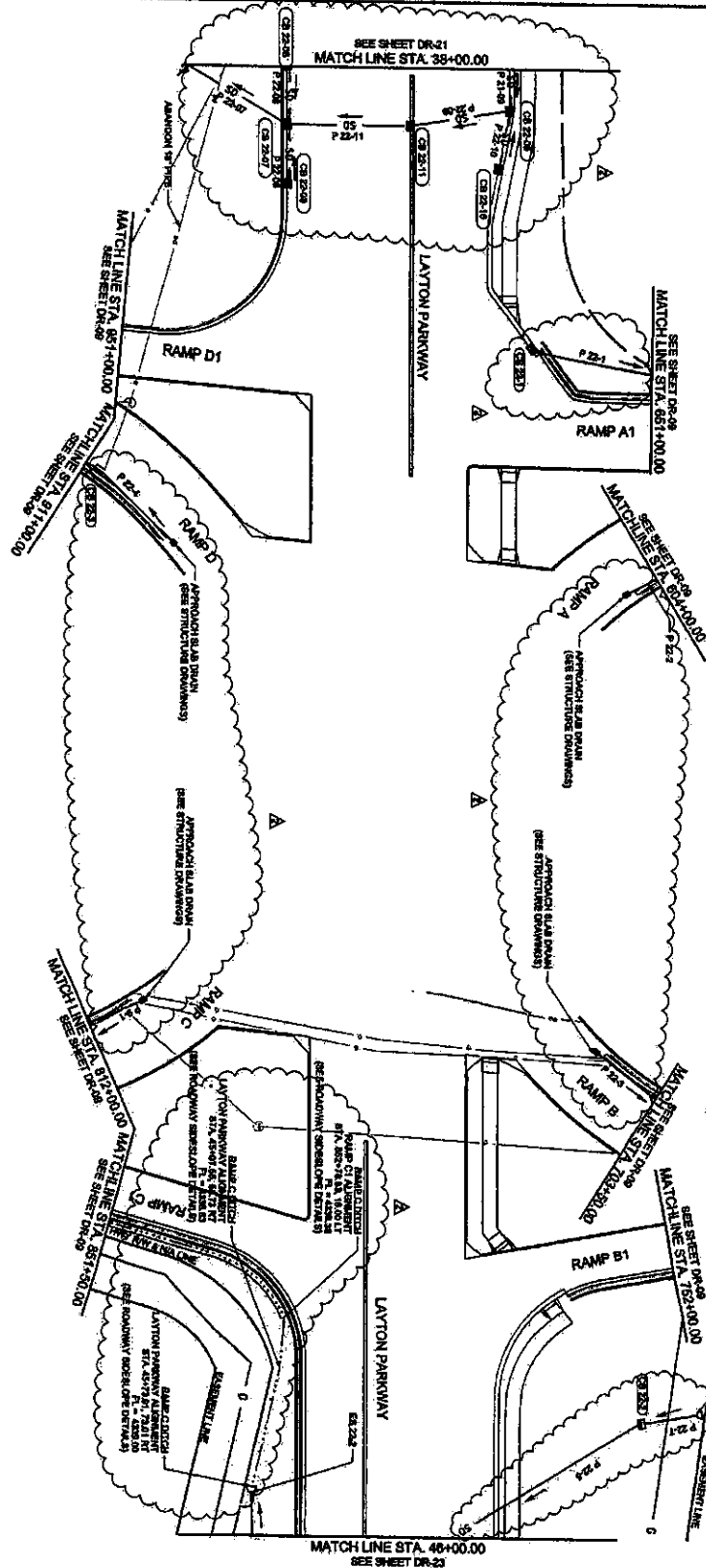


SHEET NO. 8  
EXHIBIT B - Page 1 of 1

LAYTON CITY  
UNINCORPORATED

I-15/FORT LANE SOUTH LAYTON INTERCHANGE RIGHT-OF-WAY PLANS		UTAH DEPARTMENT OF TRANSPORTATION REGION 1 - OGDEN, UTAH			
PROJECT NUMBER: S-15-8(211)332	DATE:	PROJECT DESIGN ENGINEER:	CHECKED:	REVIEW:	DATE:
PROJECT NAME:	DATE:	PRE-CONSTRUCTION ENGINEER:	CHECKED:	REVIEW:	DATE:
I-15/FORT LANE SOUTH LAYTON INTERCHANGE RIGHT-OF-WAY PLANS		UTAH DEPARTMENT OF TRANSPORTATION REGION 1 - OGDEN, UTAH		REVISIONS	

PRELIMINARY



NOTES:  
1. SEE SHEET DR-24 FOR GENERAL DRAINAGE NOTES.

PROJECT NO. DR-22	PROJECT	I-15;	UTAH DEPARTMENT OF TRANSPORTATION		RELEASE FOR CONSTRUCTION				
	PROJECT NAME	SOUTH LAYTON INTERCHANGE			APPROVED	DRAWN BY	DLH		
	PROJECT NUMBER	S-15-8(211)332	<i>Erin S. Smith</i>	10/17/09	2	10/17/09	OPSS - GLOBAL 87%		
	DRAINAGE PLAN SHEET		PROFESSIONAL ENGINEER	DATE	CHECKED BY	BSS	1	08/22/09	OPSS - 100% SPL RAMP, DRAINAGE AND WALLS RECORD