

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: F-0089(328)335 Parcel No.(s): 105, 105:E, 105:EREF, 105REF

Job/Proj / Auth No: 72109 Pin No: 10137
Project Location: US-89 (300 S); 200 W to 700 E Provo
County of Property: UTAH Tax ID / Sidwell No: 05:013:0023, 05:013:0004
Property Address: 35 East 300 South PROVO UT, 84606
Owner / Grantor (s): Templeview Partners, LLC
Owner's Address: 180 North University Avenue, Suite 200, Provo, UT, 84601
Owner's Home Phone: Owner's Work Phone: (801)919-3210

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 Templeview Partners, LLC ("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 \$29,500.00 (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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Projectwise

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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 24th day of August, 2015

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

STATE OF UTAH
County of Utah

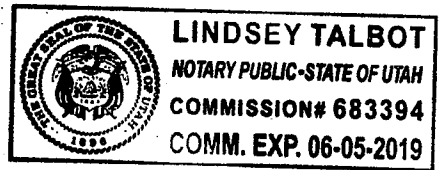
On the 24 day of August, 2015, personally appeared before me

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

[Signature]
NOTARY PUBLIC

DATED this 25th day of Aug, 2015

[Signature]
for Lyle McMillan, UDOT Director of Right of Way

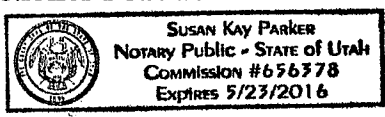


STATE OF UTAH
County of Salt Lake

On the 25th day of August, 2015, 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



Imported Into
Projectwise

"Exhibit A"

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) Tax ID. No. 05:013:0023

PIN No.10137

Project No. F-0089(328)335

Parcel No. 0089:105

Utah County

Templeview Partners, LLC, 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 84114, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Utah County, State of Utah, to-wit:

A parcel of land in fee for the widening of US-89 (300 South Street) known as Project No. F-0089(328)335, being part of an entire tract situate in Lot 2, Block 13, Plat "B", Provo City Survey of Building Lots, a subdivision in the NE1/4NE1/4 Section 12, Township 7 South, Range 2 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the southeast corner of said Lot 2; and running thence N.89°39'26"W. (record WEST) 13.24 feet along the southerly boundary line of said Lot 2 to the existing northerly right of way line of said 300 South Street; thence N.85°26'58"W. (record N.85°26'38"W.) 52.96 feet along said existing northerly right of way line to the westerly boundary line of said entire tract; thence N.00°17'33"E. (record NORTH) 22.11 feet along said westerly boundary line to a point 67.25 feet perpendicularly distant northerly from the right of way control line of said US-89 (300 South Street) opposite approximate Engineers Station 51+23.62; thence S.89°39'26"E. 66.05 feet parallel with said right of way control line to the easterly boundary line of said Lot 2; thence S.00°17'33"W. (record SOUTH) 26.00 feet along said easterly 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 parcel of land contains 1615 square feet in area or 0.037 acre.

(Note: The bearings in the above description equal Highway bearings.)

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

STATE OF)
) ss. Templeview Partners, 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 he is the Manager of Templeview Partners, LLC, a Limited Liability Company, 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

Quit Claim Deed

(LIMITED LIABILITY COMPANY)

Utah County

Tax ID: 05:013:0023

PIN No. 10137

Project No. F-0089(328)335

Reference No. 0089:105

Templeview Partners, LLC, a Limited Liability Company of the State of Utah, Grantor, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84114, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Utah County, State of Utah, to-wit:

All of the right, title, and interest in a parcel of land, being part of an entire tract of property, as-occupied, for the widening of US-89 (300 South Street) known as Project No. F-0089(328)335, being part of an entire tract situate in Lot 2, Block 13, Plat "B", Provo City Survey of Building Lots, a subdivision in the NE1/4NE1/4 Section 12, Township 7 South, Range 2 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the southeast corner of said Lot 2; and running thence N.89°39'26"W. (record WEST) 13.24 feet along the southerly boundary line of said Lot 2 to the existing northerly right of way line of said 300 South Street; thence N.85°26'58"W. (record N.85°26'38"W.) 54.93 feet along said existing northerly right of way line to the westerly boundary line of said entire tract as occupied; thence N.00°17'59"E. (record NORTH) 21.97 feet along said westerly boundary line as occupied to a point 67.25 feet perpendicularly distant northerly from the right of way control line of said US-89 (300 South Street) opposite approximate Engineers Station 51+21.64; thence S.89°39'26"E. 68.01 feet to the easterly boundary line of said Lot 2 as occupied; thence S.00°17'33"W. (record SOUTH) 26.00 feet along said easterly 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 parcel of land as occupied contains 1658 square feet in area or 0.038 acre.

(Note: The bearings in the above description equal Highway bearings.)

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

STATE OF)	<u>Templeview Partners, LLC</u>
) ss.	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 he is the Manager of Templeview Partners, LLC, a Limited Liability Company, and that the within and foregoing instrument was signed in 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

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) Tax ID No. 05:013:0023
 PIN No. 10137
 Project No. F-0089(328)335
 Parcel No. 0089:105:E
 Utah County

Templeview Partners, LLC, a Limited Liability Company of the State of Utah Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84114, Grantee, for the sum of TEN (\$10.00), Dollars, and other good and valuable consideration, the following described easement in Utah County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, situate in Lot 2, Block 13, Plat "B", Provo City Survey of Building Lots, a subdivision in the NE1/4NE1/4 Section 12 Township 7 South, Range 2 East, Salt Lake Base and Meridian in Utah County, Utah, to facilitate the widening of US-89 (300 South Street) and appurtenant parts thereof, known as Project No. F-0089(328)335. 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 two (2) 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 are described as follows:

Beginning at the intersection of the northerly right of way line said project and the easterly boundary line of said Lot 2, which point is 26.00 feet N.00°17'33"E. (record NORTH) along said easterly boundary line from the southeast corner of said Lot 2; and running thence N.89°39'26"W. 66.05 feet along said northerly right of way line to the westerly boundary line of said entire tract; thence N.00°17'33"E. (record NORTH) 30.00 feet along said westerly boundary line to a point 97.25 feet perpendicularly distant northerly from the right of way control line of said US-89 (300 South Street) opposite

Street) opposite approximate Engineers Station 51+21.64;thence S.81°02'57"E. 68.79 feet to said easterly boundary line; thence S.00°17'33"W. (record SOUTH) 20.00 feet along said easterly 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 as occupied contains 1710 square feet in area or 0.039 acre.

(Note: The bearings in the above description equal Highway bearings.)

After said US-89 (300 South Street) facility is 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 US-89 (300 South Street) facility and appurtenant parts thereof.

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

STATE OF _____)
) ss.
COUNTY OF _____)

Templeview Partners, LLC
Limited Liability Company

By _____
Manager

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that he is the Manager of Templeview Partners, LLC, a Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said company by authority of its Articles of Organization, and said _____ acknowledged to me that said company executed the same.

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Notary Public

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Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement

(LIMITED LIABILITY COMPANY) Tax ID No. 05:013:0023
PIN No. 10137
Project No. F-0089(328)335
Utah County Reference No. 0089:105:E

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Beginning at the intersection of the northerly right of way line said project and the easterly boundary line of said Lot 2, which point is 26.00 feet N.00°17'33"E. (record NORTH) along said easterly boundary line from the southeast corner of said Lot 2; and running thence N.89°39'26"W. 68.01 feet along said northerly right of way line to the westerly boundary line of said entire tract as occupied; thence N.00°17'33"E. (record NORTH) 30.30 feet along said westerly boundary line as occupied to a point 97.55 feet perpendicularly distant northerly from the right of way control line of said US-89 (300 South

Street) opposite approximate Engineers Station 51+21.64;thence S.81°02'57"E. 68.79 feet to said easterly boundary line; thence S.00°17'33"W. (record SOUTH) 20.00 feet along said easterly 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.

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

STATE OF _____)
) ss. Templeview Partners, 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 he is the Manager of Templeview Partners, LLC, a Limited Liability Company, and that the within and foregoing instrument was signed in 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