

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right-of-Way, Fourth Floor
4501 South 2700 West
Box 148420
Salt Lake City, Utah 84114-8420

11458807
8/27/2012 3:00:00 PM \$44.00
Book - 10049 Pg - 8863-8879
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 17 P.



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: F-0154(67)6 Parcel No.(s): 11:2E, 11:A, 11:E
Job/Proj / Auth No: 53518 Pin No: 10006
Project Location: State Route: SR-154 from: 5.30 to: 6.20 for: 0.90
County of Property: SALT LAKE Tax ID / Sidwell No: 27-32-351-001 Property Address: 3852 West 13400 South RIVERTON UT, 84065
Owner / Grantor (s): HD Development of Maryland, Inc., a corporation organized and existing under the laws of the State of Maryland
Owner's Address: PO Box 105842, Atlanta, GA 30349
Owner's Home Phone: Owner's Work Phone:

Acquiring Entity: Utah Department of Transportation (UDOT)

For the subject property described in Exhibit A.

This Right of Entry and Occupancy Agreement ("Agreement") is entered between HD Development of Maryland, Inc., a corporation organized and existing under the laws of the State of Maryland ("Property Owner"), and the State of Utah, Department of Transportation ("UDOT").

Property Owner hereby grants, subject to matters of record, to UDOT, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the non-exclusive right with respect to any easements within the Property to occupy and commence construction or conduct other necessary construction activities ("Right of Occupancy") on the real property depicted and described on Exhibit A ("Property"), and to do whatever construction, relocation of utilities, and other work as may be required in furtherance of the state transportation project described above ("Project"). 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 Owner understands that, by executing this Agreement, Property Owner has waived and abandoned all defenses to the acquisition of the Property, but not for just compensation for the Property. Property Owner and UDOT agree that the Right of Occupancy is granted without prejudice to the rights of Property Owner to contest the amount of the just compensation to be paid to Property Owner for the Property.

On the Effective Date (defined below) UDOT will pay the sum of \$405,600.00 (the "Deposit") into escrow with First American Title Insurance Company ("Title Company"), to be held in an interest bearing account, at the Title Company for the benefit of Property Owner as consideration for entering into this Agreement. Interest on the Deposit will accrue to the benefit of Property Owner. UDOT will be responsible for the expenses of the escrow account. The Deposit, when delivered to Property Owner, 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 Deposit 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

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Property or the amount of compensation that may be due to Property Owner. Property taxes will be the responsibility of Property Owner until the Effective Date and UDOT will be responsible for paying all assessments and real property taxes pertaining to the Property after the Effective Date.

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 Property Owner for the Property. UDOT will have the right to approve the release of the Deposit from escrow to Property Owner and to require a conveyance of the Property from Property Owner to UDOT prior to the release of the Deposit. It is not the intent of this Agreement to properly assess potential third-party claims. In the event that UDOT desires to obtain title insurance in connection with the release of the Deposit and the conveyance of the Property, UDOT will pay the premiums for the title coverage.

This Agreement is granted without prejudice to the rights of Property Owner, pending any settlement, to contest the amount of compensation to be paid Property Owner for the Property. If a satisfactory settlement cannot be agreed upon, UDOT will, upon notice from Property Owner 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 Property Owner, 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 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, Property Owner 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 Property Owner are displaced by the acquisition of the Property and are not conditional upon Property Owner signing this Agreement.

The effective date of this Agreement ("Effective Date") shall be the date this Agreement is executed by the last of Property Owner and UDOT, as shown below, and the Effective 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, 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 Property Owner 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 Property Owner over and above that paid with this Agreement, calculated from the Effective Date.

UDOT will provide Property Owner with at least 15 days advanced written notice of the actual date that UDOT anticipates taking possession of the Property. UDOT will not access the Property from Property Owner's other contiguous property ("Contiguous Property"), including the internal access roads and parking areas on the Contiguous Property. UDOT will cooperate and communicate with Property Owner during the Project to minimize any adverse impact the Project will have on Property Owner's business operations on the Contiguous Property. UDOT will take commercially reasonable efforts to cooperate

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with Property Owner, Riverton City and Salt Lake County to ensure that (i) the taking of the Property does not cause the Contiguous Property to be in violation of any applicable law, rule, ordinance, or regulation, including setback, landscaping or development requirements, and (ii) the Contiguous Property, or portions thereof, may be resubdivided into developable lots. Commercially reasonable efforts to cooperate shall not include UDOT redesigning the Project, additional cost to UDOT, payment of any additional money or other compensation beyond the just compensation, including damages and cost to cure costs.

UDOT accepts the Property pursuant to this Agreement "as-is", "where-is", and without any warranty whatsoever, express or implied, including without limitation any warranty of habitability or fitness for a particular purpose. As of the Effective Date, UDOT shall have all risk of loss with respect to the Property.

UDOT, its agents, contractors, employees, and servants (collectively, the "UDOT Parties") shall use and occupy the Property at their own risk, and UDOT hereby releases Property Owner and their tenants, trustees, agents and successors and assigns ("Owner Parties") to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal injury, or property damage. UDOT hereby agrees to indemnify, defend and hold harmless the Owner Parties from and against any and all suits, actions, losses, injuries, damages, claims, liabilities, and expenses (including reasonable attorneys' fees, costs and expenses) in connection with the UDOT Parties' use and occupancy of the Property or the entry, occupancy or use by the UDOT Parties of the Property, or occasioned wholly or in part by any act or omission of the UDOT Parties. With this indemnification, UDOT does not waive any provisions of the Utah Governmental Immunity Act. UDOT is not obligated to indemnify Owner Parties to the extent the claim, loss action, damage or liability is caused by the negligence or wrongful acts of Owner Parties. This Section shall survive the termination of this Agreement to the extent the claim arose before the termination of the Agreement.

UDOT is self-insured but will require its contractor to obtain general liability insurance with \$1 million bodily injury and property damage for each accident, \$2 million general aggregate and \$2 million products and complete operations annual aggregate.

Any notices or communications to be sent to Property Owner shall be sent to all of the following:

Home Depot: Home Depot U.S.A., Inc.
2455 Paces Ferry Road
Atlanta, Georgia 30339-4024
Attention: Property Management

Home Depot U.S.A., Inc.
370 Corporate Drive North
Tukwila, WA 98188
Attention: Real Estate Manager

Home Depot U.S.A., Inc.
3800 W. Chapman Avenue
Orange, CA 92868
Attention: Division Counsel

Parson Behle & Latimer
Attention: Shawn C. Ferrin
201 South Main Street, Suite 1800
Salt Lake City, Utah 84111

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The provisions of this Agreement are binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement shall not create a relationship of landlord and tenant, partnership, joint venture or principal and agent between the parties. None of the covenants, terms or conditions of this Agreement shall in any manner be altered, waived, modified, changed or abandoned, except by a written instrument, duly signed and acknowledged, and delivered by the other party. This Agreement constitutes the entire agreement between the parties relative to the subject matter hereof, and shall supercede any prior agreement or understanding, if any, whether written or oral, except for the remaining issues concerning conveying the Property, easements and just compensation, including damages and cost to cure. This Agreement may be executed in duplicate counterparts and delivered by electronic transmission. This Agreement shall be governed by the laws of the State of Utah.

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 17th day of July, 2012

PROPERTY OWNER:

Home Depot of Maryland, Inc.,
a Maryland corporation

By: 

Print Name: **Erika M. Strawn**
Counsel

Title: _____

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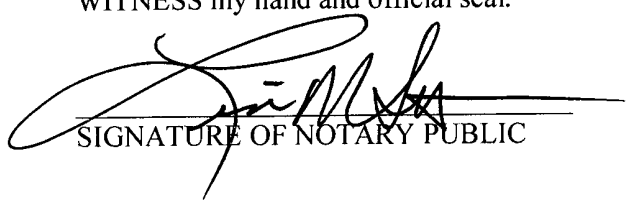
Notary Acknowledgment:

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On July 17, 2012 before me, Lisa M. Smith (here insert name and title of the officer), personally appeared Erika M. Strawn who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

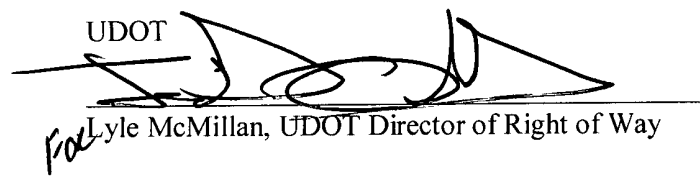

SIGNATURE OF NOTARY PUBLIC

(SEAL)



Description of Attached Document

DATED this 2nd day of Aug, 2012

UDOT

Lyle McMillan, UDOT Director of Right of Way

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STATE OF UTAH)

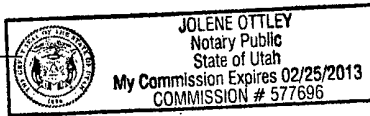
: ss.

COUNTY OF SALT LAKE

On the 2nd day of AUGUST, 2012, personally appeared before me JAMES A. DUBATEWSKI the signer(s) of the Agreement set forth above, who duly acknowledged to me that they executed the same.

Jolene Ottley
NOTARY PUBLIC
Residing at: SALT LAKE

My Commission Expires:



**EXHIBIT A
TO
RIGHT OF ENTRY AND OCCUPANCY AGREEMENT**

Property Description and Depiction

I. PROPERTY DESCRIPTION:

The parcels of real property referenced in the attached Right of Entry and Occupancy Agreement as the "Property" are located in Salt Lake County, Utah and are more particularly described as follows:

FEE PARCEL, UDOT Parcel 11:A:

A parcel of land in fee for the widening of the existing highway State Route 154 known as Project No. F-0154(67)6, being part of an entire tract of property situate in Lot 1 of The Home Depot, a commercial subdivision recorded as Entry No. 9551334, Book 2005P, Page 357 of plats, in the SW1/4SW1/4 and the NW1/4SW1/4 of Section 32, T.3S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point which is 77.06 feet southerly along the arc of a 3,205.84-foot radius non-tangent to the right, (Note: center bears N.87°19'51"E.) through a delta 01°22'38" (Note: chord to said curve bears S.03°21'28"E. for a distance of 77.06 feet) from the northwest corner of said Lot 1, said point is also approximately 75.06 feet perpendicularly distant easterly from the control line of said project opposite engineer station 174+00.00; and running thence S.08°19'49"E. 244.04 feet to the beginning of a 3,196.84-foot radius non-tangent curve to the left concentric with and 84.00 feet radially distant northeasterly from said control line opposite engineer station 171+50.00 (Note: center bears N.81°35'03"E.); thence southerly along the arc of said curve 292.32 feet through a delta of 05°14'21" (Note: chord to said curve bears S.11°02'08"E. for a distance of 292.22 feet) to a point opposite engineer station 168+50.00; thence S.23°36'38"E. 196.00 feet to the beginning of a 3,168.84-foot radius non-tangent curve to the left concentric with and 112.00 feet radially distant northeasterly from said control line opposite approximate engineer station 166+50.00 (Note: center bears N.72°51'08"E.); thence southerly along the arc of said curve 458.78 feet through a delta of 08°17'43" (Note: chord to said curve bears S.21°17'44"E. for a distance of 458.38 feet) opposite engineer station 161+75.00; thence S.46°05'09"E. 147.95 feet to a point in the easterly Lot line of said Lot 1 94.79 feet perpendicularly distant northerly from the control line of 13400 South Street; thence S.00°02'48"E. 5.25 feet along said easterly Lot line to a southerly corner of said entire tract to the northerly right of way line of the existing 13400 South Street; thence N.89°14'03"W. 94.17 feet along said northerly right of way line to a southwest corner of said entire tract in said northeasterly right of way and limited access line; thence along said northeasterly right of way line the following two (2) courses and distances: (1) N.41°40'47"W. 3.34 feet (N.41°40'36"W. 3.33 feet by record) to the beginning of a 3,205.84-foot (3,205.83-foot by record) radius non-tangent curve to the right (Note: center bears N.62°48'07"E.); thence (2) northerly along the arc of said curve 1,295.40 feet through a delta of 23°09'06" (Note: chord to said curve bears N.15°37'20"W. for a distance of 1,286.60 feet) to the point of

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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 33,082 square feet or 0.759 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°16'14" clockwise to obtain highway bearings.)

EASEMENT PARCELS:

UDOT Parcel 11:E:

A temporary easement, upon part of an entire tract of property, in Lot 1 of The Home Depot, a commercial subdivision recorded as Entry No. 9551334, Book 2005P, Page 357 of plats, in the SW1/4SW1/4 of Section 32, T.3S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of the existing highway State Route 154 known as Project No. F-0154(67)6. 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 a point which is 77.06 feet southerly along the arc of a 3,205.84-foot radius non-tangent curve to the right, (Note: center bears N.87°19'51"E.) through a delta 01°22'38" (Note: chord to said curve bears S.03°21'28"E. for a distance of 77.06 feet) and 244.04 feet S.08°19'49"E. and 194.88 feet southerly along the arc or a 3196.84-foot radius non-tangent curve to the left, (Note: center bears N.81°35'03"E.) through a delta 03°29'34" (Note: chord to said curve bears S.10°09'44"E. for a distance of 194.85 feet) from the northwest corner of said Lot 1, said point is approximately 84.00 feet perpendicularly distant easterly from the control line of said project opposite engineer station 169+50.00; and running thence N.78°05'29"E. 6.00 feet; thence S.26°46'44"E. 149.23 feet to the beginning of a 3,155.84-foot radius non-tangent curve to the left concentric with said control line northeasterly (Note: center bears N.75°28'19"E.); thence southerly along the arc of said curve 636.21 feet through a delta of 11°33'03" (Note: chord to said curve bears S.20°18'13"E. for a distance of 635.14 feet) to a point 125.00 feet radially distant easterly from said control line; thence N.46°05'09"W. 37.43 feet to the beginning of a 3,168.84-foot radius non-tangent curve to the right concentric with and 112.00 feet radially distant from said control line opposite engineer station 161+75.00 (Note: center bears N.64°33'25"E.); thence northerly along the arc of said curve 458.78 feet through a delta of 08°17'43" (Note: chord to said curve bears N.21°17'44"W. for a distance of 458.38 feet) to a point opposite engineer station 166+50.00; thence N.23°36'38"W. 196.00 feet to the beginning of a 3,196.84-foot radius non-tangent curve to the right concentric with and 84.00 feet radially distant northerly from said control line opposite engineer station 168+50.00 (Note: center bears N.76°20'42"E.); thence northerly along the arc of said curve 97.44 feet through a delta of 01°44'47" (Note: chord to said curve bears N.12°46'55"W. for a distance of 97.44 feet) to the point of beginning. The above described part of an entire tract of land contains 12,723 square feet or 0.292 acre in area, more or less.

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(Note: Rotate all bearings in the above description 00°16'14" clockwise to obtain highway bearings.)

UDOT Parcel 11:2E:

A temporary easement, upon part of an entire tract of property, in Lot 1 of The Home Depot, a commercial subdivision recorded as Entry No. 9551334, Book 2005P, Page 357 of plats, in the SW1/4SW1/4 and the NW1/4SW1/4 of Section 32, T.3S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of the existing highway State Route 154 known as Project No. F-0154(67)6. 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 northwest corner of said Lot 1 in the easterly right of way and limited access line of the existing highway State Route 154, said corner is approximately 75.07 feet perpendicularly distant easterly from the control line of said project opposite engineer station 174+78.86; and running thence S.89°58'20"E. 26.96 feet along the northerly lot line of said Lot 1 to the beginning of a 3,178.84-foot radius non-tangent curve to the left concentric with said control line (Note: center bears N.87°18'16"E.); thence southerly along the arc of said curve 293.14 feet through a delta of 05°17'01" (Note: chord to said curve bears S.05°20'15"E. for a distance of 293.04 feet); thence S.11°54'49"W. 51.81 feet to a point in a 3,196.84-foot radius non-tangent curve to the right concentric with and 84.00 feet radially distant northeasterly from said control line (Note: center bears N.81°08'51"E.); thence northerly along the arc of said curve 24.36 feet through a delta of 00°26'12" (Note: chord to said curve bears N.08°38'03"W. for a distance of 24.36 feet) opposite engineer station 171+00.00; thence N.08°19'49"W. 244.04 feet to a point in said easterly right of way line which point is 75.06 feet radially distant easterly from said control line opposite engineer station 174+00.00 to a point in a 3,205.84-foot (3,205.83-foot by record) radius non-tangent curve to the right (Note: center bears N.85°57'13"E.); thence northerly along said easterly right of way line and the arc of said curve 77.06 feet through a delta of 01°22'38" (Note: chord to said curve bears N.03°21'28"W. for a distance of 77.06 feet) to the point of beginning. The above described part of an entire tract of land contains 7,137 square feet or 0.164 acre in area, more or less.

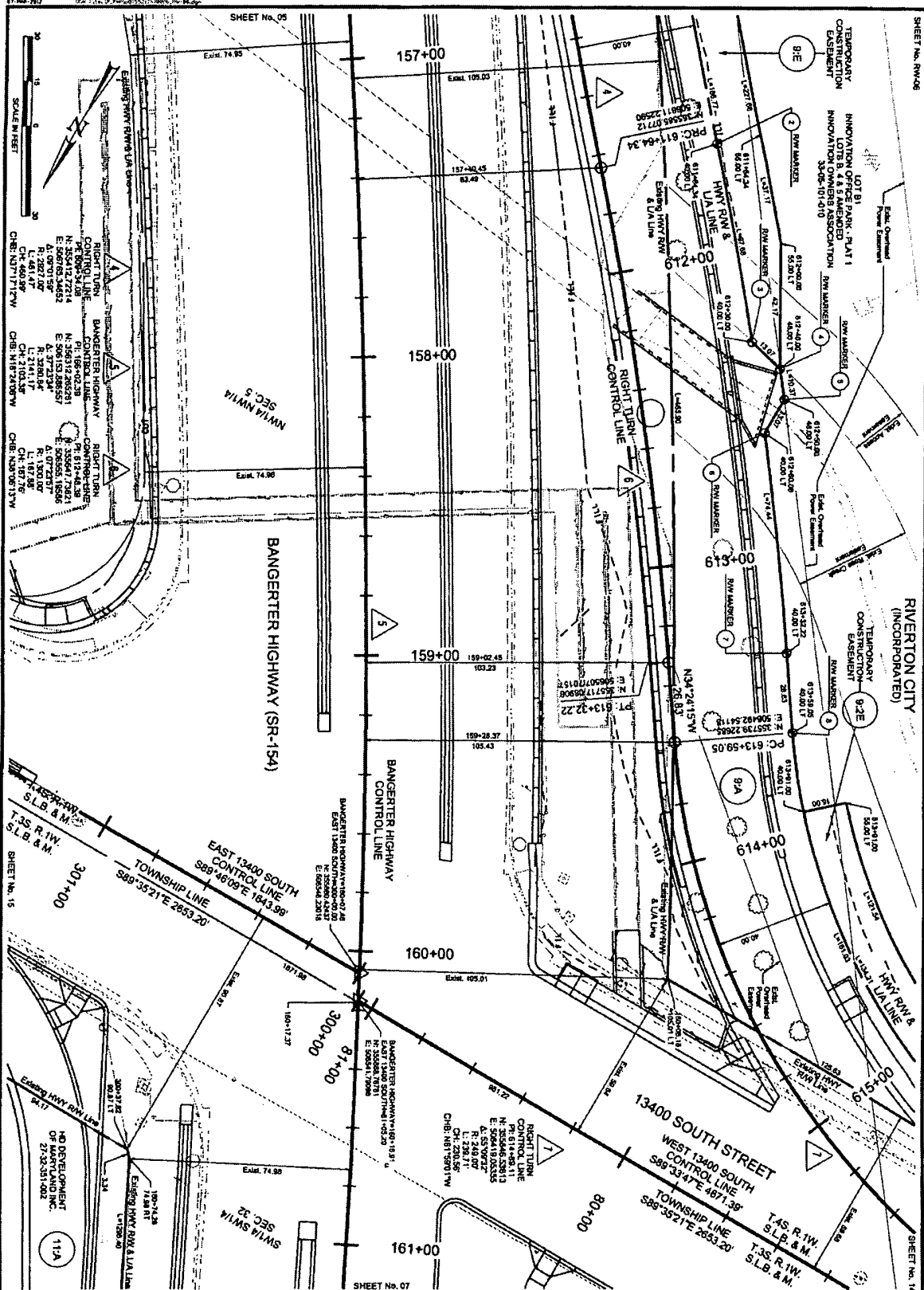
(Note: Rotate all bearings in the above description 00°16'14" clockwise to obtain highway bearings.)

II. PROPERTY DESCRIPTION:

The parcels of real property referenced in the attached Right of Entry and Occupancy Agreement as the "Property " are located in Salt Lake County, Utah and are depicted on the attached Right of Way Plan Sheets as Plan Sheets RW 06, RW 07, RW 08, RW 09, RW 10, RW14 and RW 15.

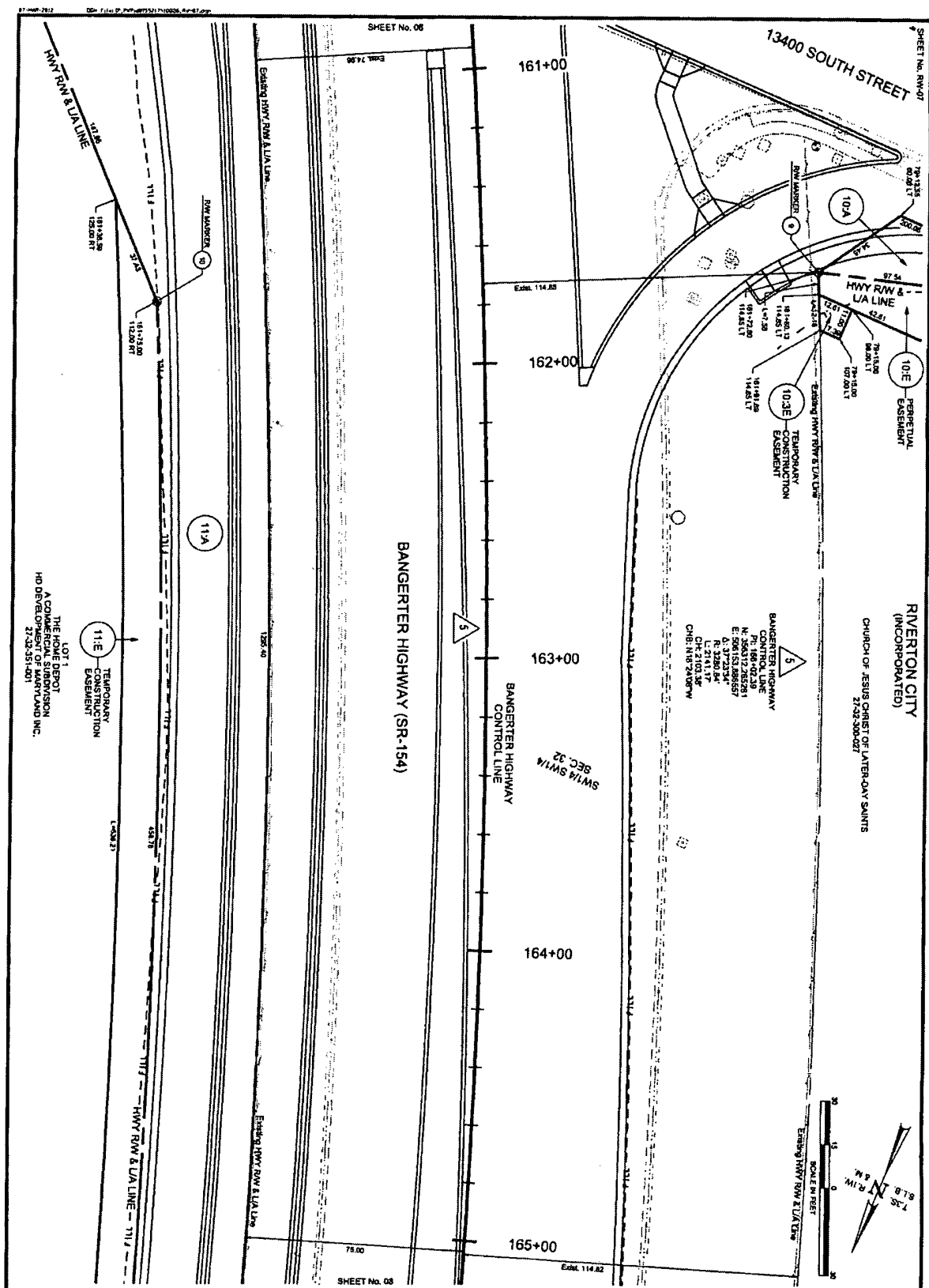
[See attached Plan Sheets]

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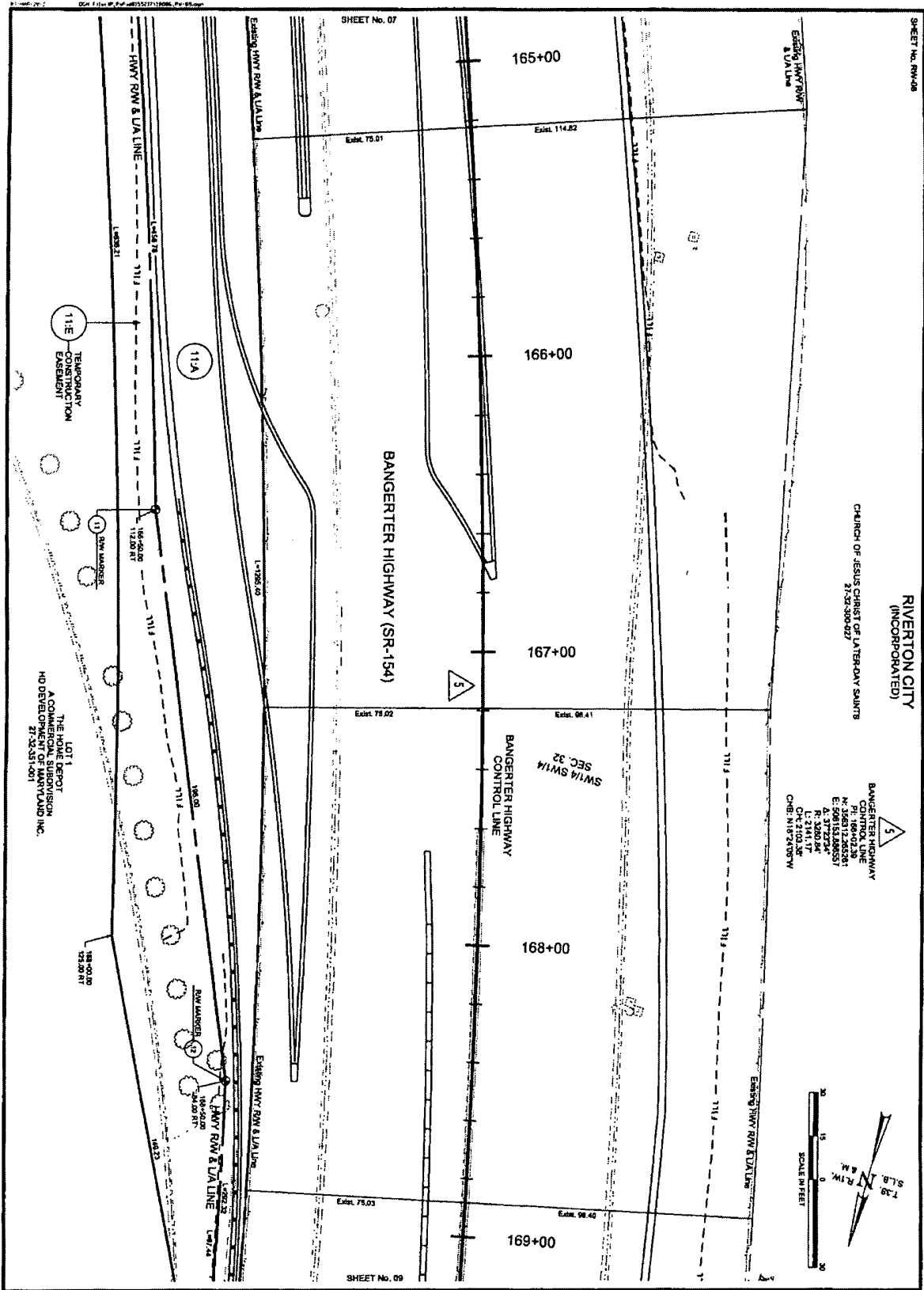
PROJECT	SR-154; Bangerter Hwy at 13400 South		APPROVED	DRAWN BY	GKD	DATE	APPROVED BY	REVISIONS
	PROJECT NUMBER	F-0154(67)6			PH			
RIGHT OF WAY PLAN SHEET			PROFESSIONAL SURVEYOR	DATE	DATE	DATE	DATE	DATE

SPF



PROJECT		SR-154; Bangerter Hwy at 13400 South		UTAH DEPARTMENT OF TRANSPORTATION		REVISIONS	
PROJECT NUMBER	F-0154(87)6	PH	10008	APPROVED			
RIGHT OF WAY PLAN SHEET				PROFESSIONAL SEAL/STAMP	DATE	DRAWN BY	Q/C
						CHECKED BY	BYVN
						NO.	DATE
						APPROVED BY	
						REMARKS	

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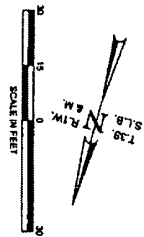


SHEET No. RM-08

RIVERTON CITY
(INCORPORATED)

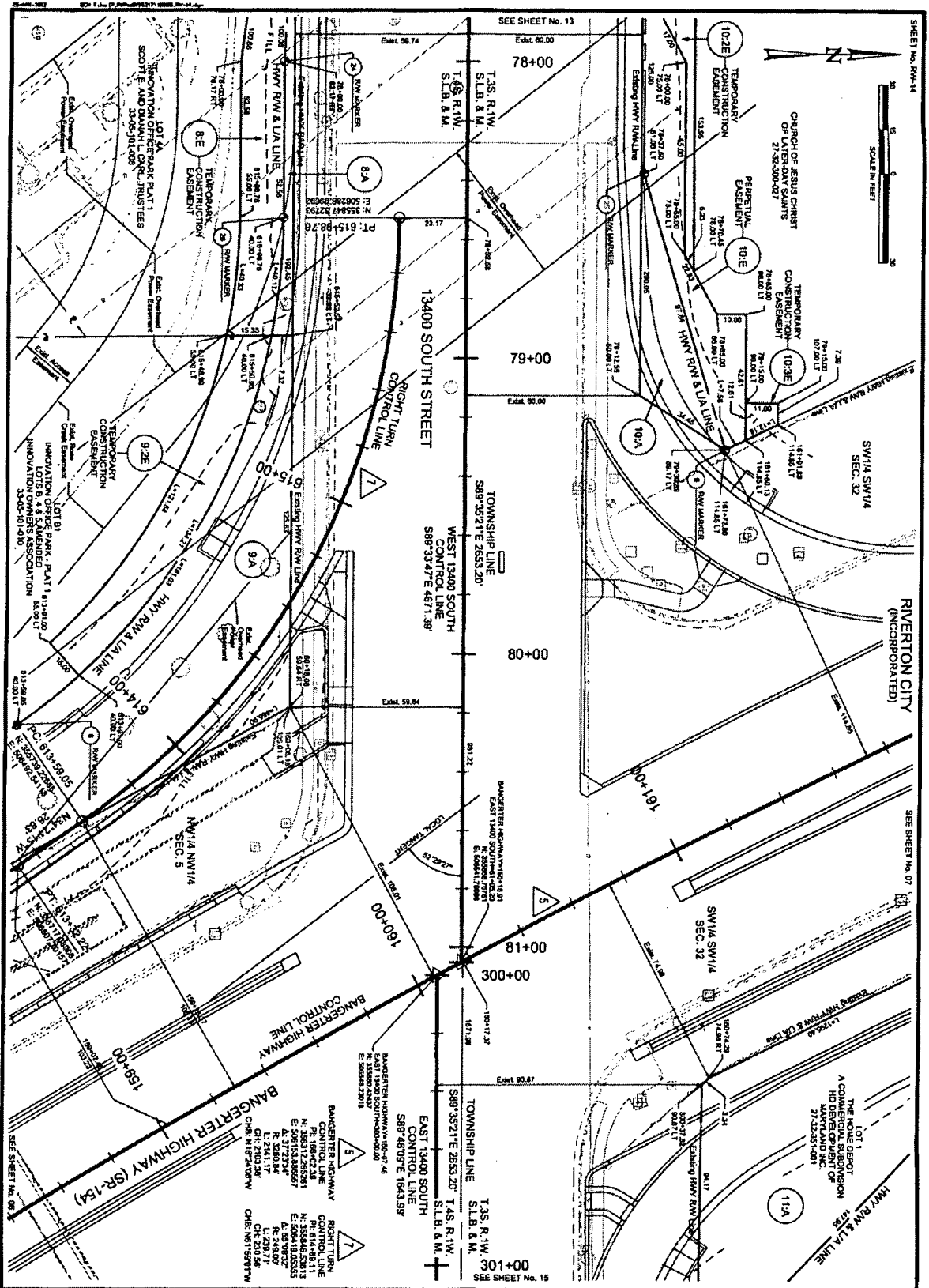
CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
27-32-300-027

BANGERTEr HIGHWAY
CONTROL LINE
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E: 596152.88557
L: 37723.4
L: 3441.17
C-K: 2102.28
C-M: 1072457W



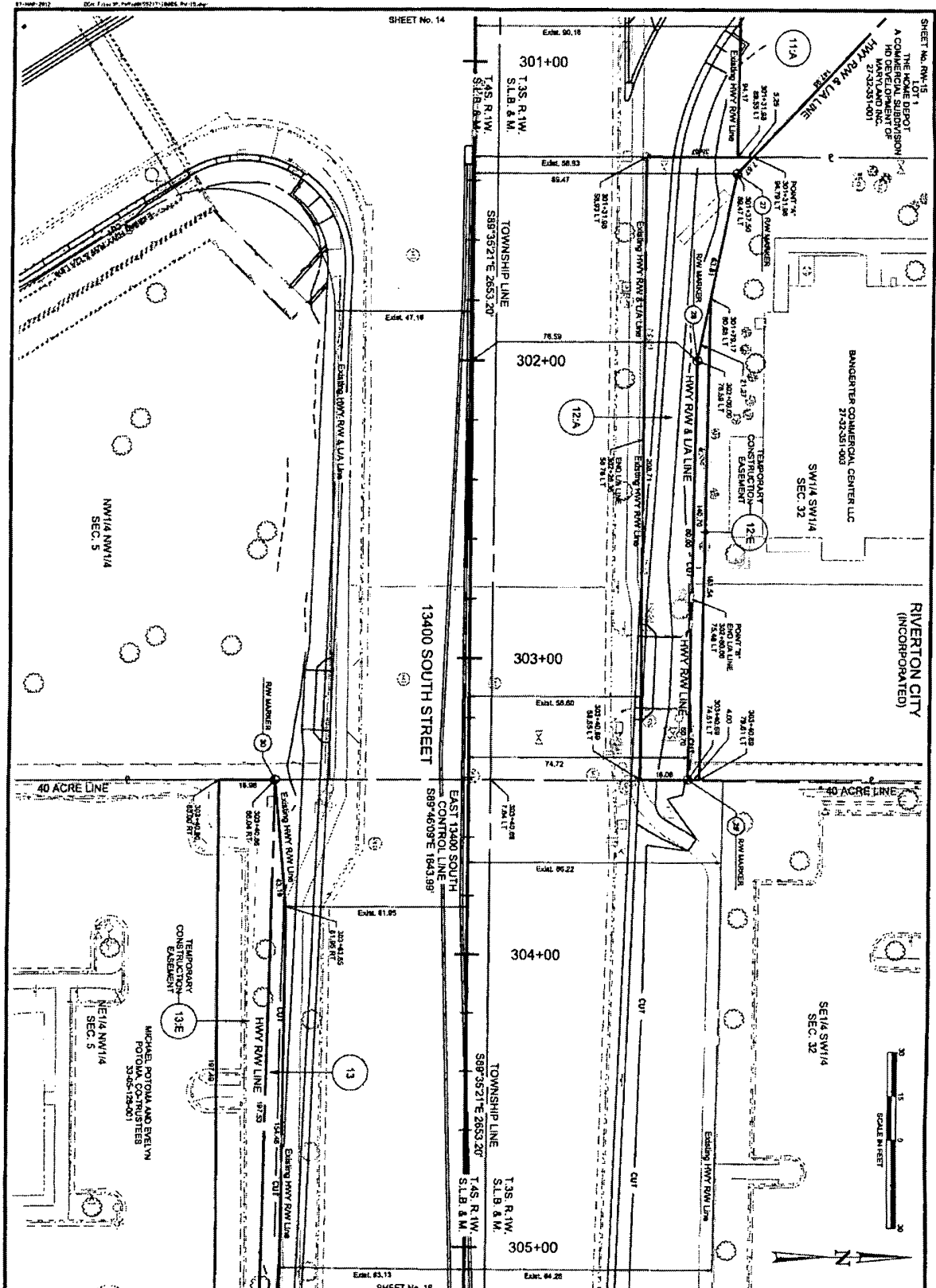
SHEET No. 07	PROJECT		UTAH DEPARTMENT OF TRANSPORTATION		REVISIONS			
	SR-154; Bangerter Hwy at 13400 South							
SHEET No. 09	PROJECT NUMBER		APPROVED		DRAWN BY	QC		
	F-0154(87)8		10006		MMW			
RIGHT OF WAY PLAN SHEET			PROFESSIONAL SURVEYOR	DATE	NO.	DATE	APPROVED BY	REMARKS

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PROJECT: SR-154; Bangert Hwy at 13400 South		UTAH DEPARTMENT OF TRANSPORTATION		REVISIONS	
PROJECT NUMBER: F-0154(67)6	DATE: 03/13/2012	APPROVED: [Signature]	DRAWN BY: GKD	NO.	DATE
PROJECT MANAGER: [Name]	DATE: 03/13/2012	PROFESSIONAL SURVEYOR: [Signature]	CHECKED BY: MWN	APPROVED BY:	REWORK:
RIGHT OF WAY PLAN SHEET		DATE: 03/13/2012			

SCF



SHEET No. 14

SHEET No. 16

PROJECT NO. SR-154	PROJECT	SR-154: Bangert Hwy at 13400 South	UTAH DEPARTMENT OF TRANSPORTATION		REVISIONS	
	PROJECT NUMBER	F-0154(67)6			PH	10006
RIGHT OF WAY PLAN SHEET			PROFESSIONAL SUPERVISOR	DATE	DRAWN BY	GKD
					CHECKED BY	MWH
					NO.	DATE
					APPROVED BY	
					REMARKS	

SCF