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



ENT 190866:2021 PG 1 of 9 ANDREA ALLEN UTAH COUNTY RECORDER 2021 Nov 12 11:10 am FEE 0.00 BY SA RECORDER AND NO. 40:442:001

PIN No. 9994 Project No. F-0089(276)345

Parcel No. 0089:140B; 140B:PUE; 140B:2PUE

Right of Entry Agreement

Superior Lube, Inc. ("Owner") hereby grants Utah Department of Transportation and/or Rocky Mountain Power ("Permittees"), their contractors and subcontractors, the right of access and entry upon certain portions of the property located at 1975 E. State Street, Pleasant Grove, UT 84062, which portions are more particularly described in Exhibit A (the "Property"). It is agreed that the purpose of this Right of Entry Agreement ("Agreement") is limited to relocating existing power poles and associated electrical and telecommunication lines ("Work"), and to provide access to areas abutting the Property on portion of Owner's remaining property to facilitate such Work, it being acknowledged that such work is part of a larger state transportation project. This Agreement shall remain in force and effect until the Work is complete or 12 months from the date set forth below, whichever occurs first. Permittees agree to repair damage to the Property by reason of its entry thereon as near as reasonably practical to the condition immediately preceding its entry. The compensation paid for this Agreement shall be \$2,500 which is separate and apart from any just compensation which is ultimately awarded to the Owner for the Property or additional property rights that may be required by the state transportation project. It is understood that this agreement is entered into without prejudice or waiver of Owner's rights to assert claims for just compensation. Likewise, UDOT reserves its right to file a condemnation action if the parties are unable to resolve this matter amicably. Owner, however, agrees to waive any challenge it may have to the relocation of these electrical utilities and the related state transportation project. It is also agreed that the date of this Agreement shall not set the date of valuation for purposes of determining just compensation, which date shall be determined in the future in accordance with Utah Code Ann. 78B-6-512. Owner agrees that the relocated power poles, electrical lines, and telecommunications lines shall remain in place and undisturbed by Owner, and it is the parties' intent that they shall continue to negotiate to finalize permanent easements to accommodate the Work, as well as additional acquisitions by UDOT for the remainder of its related state transportation project, whether through negotiation or through eminent domain if negotiations prove unsuccessful.

STATE OF <u>CO</u>)

Superior Lube, Inc.

Corporation

COUNTY OF MESIA

By: WARRY P WALCHER IT

Its: PRESIDENT

On this 18 day of October, in the year 2021, before me personally appeared,

Whose identity is personally known to me if

whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the CRESION OF Superior Lube, Inc., a Colorado Corporation and that said document was signed by him/her on behalf of said Superior Lube, Inc. by Authority of

its Person T

Notary Public

AMY V. BRUCE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19964013271
My Commission Expires June 5, 2025

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

> Tax ID No. 40:442:001 PIN No. 9994 Project No. F-0089(276)345 Parcel No. 0089:140B; 140B:PUE; 140B:2PUE

STATE OF Utamy

Utah Department of Transportation

By: Charles A. Stormont

Its: Director, Right of Way

On this 22 day of 24 began in the year 2021, before me personally appeared, Charles A.

Stormont, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the Director, Right of Way of the Utah Department of Transportation and that said document was signed by him/her on behalf of said Utah Department of Transportation by Authority of its Executive Director.

Watary Public

Krissy Piett
Notary Public - State of Utah
Expires 07/31/2022
Commission # 701559

EXHIBIT "A"

Warranty Deed (Corporation)

Utah County

Tax ID No.

40:442:001

PIN No.

9994

Project No. Parcel No.

F-0089(276)345 0089:140B

Superior Lube, Inc., a Colorado Corporation Grantor(s), hereby CONVEYS AND WARRANTS 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 Utah County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing US Highway 89 known as Project No. F-0089(276)345, being part of an entire tract of property, situate in Lot 1, Grove Pointe Subdivision, Plat "A", according to the official plat thereof, recorded August 12, 2011, as Entry No. 57247:2011, in the office of the Utah County Recorder, in the NW1/4 SW1/4 of Section 19, T.5S., R.2E., S.L.B.&M in Utah County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said Lot 1 in the southwesterly right of way line of US-89 (State Street), said corner is also 67.13 feet perpendicularly distant southwesterly from the US-89 (State Street) Control Line opposite approximate engineer station 879+42.00; and running thence S.04°08'56"W. 5.51 feet along the easterly boundary line of said entire tract to a point 72.50 feet perpendicularly distant southwesterly from said control line; thence N.73°17'48"W. 45.77 feet along a line parallel with said control line to a point opposite engineer station 879+86.57; thence N.63°54'04"W. 17.52 feet to a point 69.64 feet perpendicularly distant southwesterly from said control line opposite engineer station 880+03.86; thence N.71°59'41"W. 72.16 feet to a point 68.00 feet perpendicularly distant southwesterly from said control line opposite engineer station 880+76.00; thence S.56°34'09"W. 35.56 feet to a point 55.50 feet perpendicularly distant easterly from the 2000 West Street Control Line opposite engineer station 35+66.75; thence S.05°18'06"W. 21.38 feet to a point on the easterly right of way line of 2000 West Street, said point is also 53.45 feet perpendicularly distant easterly from the 2000 West Street Control Line opposite engineer station 35+45.46; thence N.00°24'13"W. 34.55 feet along said easterly right of way line to a point in the southwesterly right of way line of US-89 (State Street); thence along said southwesterly right of way line the following two (2) courses: (1) N.48°23'06"E. 18.93 feet; thence (2) \$.73°17'48"E. 152.79 feet to the point of beginning as shown on the official map of said project on file in Page 2

PIN No. 9994 Project No. F-0089(276)345 Parcel No. 0089:140B

the office of the Utah Department of Transportation. The above described parcel of land contains 853 square feet or 0.020 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°00'15" clockwise to obtain highway bearings.)

STATE OF	Superior Lube, Inc. ss. Corporation
COUNTY OF	Ву
	, in the year 20, before me personally appeared
	nd who by me being duly sworn/affirmed, did say that he/she is the
that said document was signed by	him/her on behalf of said Superior Lube, Inc. by Authority of its
	·
Notary Public	

Public Utility Easement

(Corporation)

Utah County

Tax ID No.

40:442:0001

PIN No.

9994

Project No.

F-0089(276)345

Parcel No. 0089:140B:PUE

<u>Superior Lube, Inc.</u>, a Colorado Corporation Grantor(s), hereby DEDICATES a Public Utility Easement (the "Easement") described below for the use and installation of public utility facilities as provided in Utah Code Section 54-3-27 (the "PUE Statute"). The Easement is non-exclusive and may be used by all public utilities according to the terms of the PUE Statute.

A public utility easement (P.U.E.), upon part of an entire tract of property, in Lot 1 of Grove Pointe Plat "A", a subdivision recorded as Entry No. 57247:2011 in the Utah County Recorder's Office, in the NW1/4 SW1/4 of Section 19, T.5S., R.2E., S.L.B.&M. The boundaries of said easement which is part of said entire tract of land are described as follows:

Beginning at a point in the existing southerly P.U.E. line, which point is 141.63 feet N.73°17'48"W. along the lot line and 10.00 feet S.16°42'12"W. from the Northeast corner of said Lot 1, said point is also 77.13 feet perpendicularly distant southerly from the control line of said project opposite approximate engineer station 880+83.62; and running thence S.73°17'48"E. 30.44 feet along said existing southerly P.U.E. line; thence S.49°35'28"W. 1.64 feet; thence N.71°59'41"W. 30.13 feet to a point 77.82 feet perpendicularly distant southerly from said control line opposite engineer station 880+84.20; thence N.56°34'09"E. 0.90 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 of land contains 32 square feet or 0.001 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°00'15" clockwise to obtain highway bearings.)

ENT 190866:2021 PG 7 of 9

Page 2

PIN No. 9994 Project No. F-0089(276)345 Parcel No. 0089:140B:PUE

STATE OF)	Superior Lube, Inc.			
) ss.		Corpo	oration	
COUNTY OF)	Ву			-
On this day of		•	0, before r		
the basis of satisfactory evidence	ce) and who by	me being dul		did say that he	e/she is the
that said document was signed	I by him/her or	n behalf of sa	id Superior Lube	e, Inc. by Auti	hority of its
	18.2.	'			
Notary Public					

Public Utility Easement

(Corporation)

Utah County

Tax ID No.

40:442:0001

PIN No.

9994

Project No.

F-0089(276)345

Parcel No. (

0089:140B:2PUE

<u>Superior Lube, Inc.</u>, a Colorado Corporation Grantor(s), hereby DEDICATES a Public Utility Easement (the "Easement") described below for the use and installation of public utility facilities as provided in Utah Code Section 54-3-27 (the "PUE Statute"). The Easement is non-exclusive and may be used by all public utilities according to the terms of the PUE Statute.

A public utility easement (P.U.E.), upon part of an entire tract of property, situate in Lot 1, Grove Pointe Subdivision, Plat "A", according to the official plat thereof, recorded August 12, 2011, as Entry No. 57247:2011, in the office of the Utah County Recorder, in the NW1/4 SW1/4 of Section 19, T.5S., R.2E., S.L.B.&M in Utah County, Utah. The boundaries of said easement are described as follows:

Beginning at a point in the easterly boundary line of said entire tract 10.24 feet S.04°08'56"W. from the Northeast corner of said Lot 1, said point is also approximately 77.13 feet perpendicularly distant southwesterly from the US-89 (State Street) Control Line opposite approximate engineer station 879+39.77; and running thence S.04°08'56"W. 5.51 feet along said easterly boundary line; thence N.73°17'48"W. 48.82 feet; thence N.63°54'04"W. 17.64 feet; thence N.71°59'41"W. 41.41 feet to a point 78.68 feet perpendicularly distant southwesterly from said control line opposite engineer station 880+46.19; thence N.39°35'09"W. 2.80 feet; thence S.73°17'48"E. 108.75 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 easement contains 413 square feet or 0.010 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°00'15" clockwise to obtain highway bearings.)

ENT 190866:2021 PG 9 of 9

Page 2

PIN No. 9994 Project No. F-0089(276)345 Parcel No. 0089:140B:2PUE

STATE OF	Superior Lube, Inc.	
	ss. Corporation	
COUNTY OF	Ву	
On this day of	, in the year 20, before me personally appeared,, whose identity is personally known to me (or proven on	
the basis of satisfactory evidence) a	nd who by me being duly sworn/affirmed, did say that he/she is the of Superior Lube, Inc., a Colorado Corporation and	
that said document was signed by	him/her on behalf of said Superior Lube, Inc. by Authority of its	
	·	
Notary Public		