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6/14/2018 4:02:00 PM \$56.00
Book - 10684 Pg - 2993-3013
ADAM GARDINER
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 21 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: F-LC35(241) Parcel No.(s): 101, 101:E
Pin No: 11986 Job/Proj No: 54091 Project Location: Porter Rockwell Blvd. (5th Segment)
County of Property: SALT LAKE Tax ID / Sidwell No: 33-22-100-035
Property Address: Approx 15799 S Camp Williams Road BLUFFDALE UT, 84065
Owner's Address: 11576 S State, Suite 102B, 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, L.C., a Utah limited liability company as to an undivided 60.00% interest and GKM Family, L.L.C., a Utah limited liability company,
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, L.C., a Utah limited liability company as to an undivided 60.00% interest and GKM Family, L.L.C., a Utah limited liability company, ("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 \$53,000.00 (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



Project No: F-LC35(241) Parcel No.(s): 101, 101:E

Pin No: 11986 Job/Proj No: 54091 Project Location: Porter Rockwell Blvd. (5th Segment)

County of Property: SALT LAKE Tax ID / Sidwell No: 33-22-100-035

Property Address: Approx 15799 S Camp Williams Road BLUFFDALE UT, 84065

Owner's Address: 11576 S State, Suite 102B, 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, L.C., a Utah limited liability company as to an undivided 60.00% interest and GKM Family, L.L.C., a Utah limited liability company,

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:

[Signatures and Acknowledgments to Follow Immediately]

Project No: F-LC35(241) Parcel No.(s): 101, 101:E
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 Grantee: Utah Department of Transportation (UDOT)/The Department

SIGNATURE PAGE
 TO
 UTAH DEPARTMENT OF TRANSPORTATION
 RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

DATED this 15 day of May, 2018
S.A. McDougal, LLC Liberty Ventures, L.C.
Gary McDougal Gary McDougal
 Property Owner Property Owner
GKM Family, L.L.C.
Gary McDougal
 Property Owner Property Owner

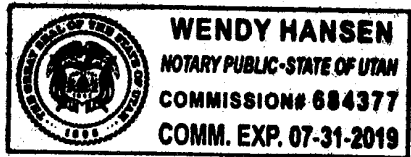
STATE OF UTAH
 County of Salt Lake

On the 15 day of May, 2018, personally appeared before me

Gary McDougal & Ken S. 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 31st day of May, 2018
Kimberly O'Reilly
 UDOT Director / Deputy Director of Right of Way



STATE OF UTAH
 County of Salt Lake

On the 31st day of May, 2018, personally appeared before me

Kimberly O'Reilly the signer(s) of this Agreement for UDOT
 who duly acknowledged to me that they executed the same.

Susan Kay Parker
 NOTARY PUBLIC

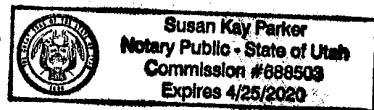


Exhibit A

101 Warranty Deed

101:2 Warranty Deed

101:3 Warranty Deed

101:E Easement

101:E2 Easement

101:E3 Easement

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 33-22-100-035

PIN No. 11986

Project No. F-LC35(241)

Parcel No. F-LC35:101

Salt Lake County

S.A. McDougal, LLC, a Utah Limited Liability Company, Grantor, hereby CONVEY AND WARRANT 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 Salt Lake County, State of Utah, to-wit:

An undivided 26.00% interest in a parcel of land in fee for the construction of Porter Rockwell Boulevard known as Project No. F-LC35(241), being part of an entire tract of property, situate in the NE1/4 NW1/4 of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing easterly highway right of way line of SR-68 (Redwood Road), which point is 1058.58 feet N.89°43'43"W. along the section line and 462.85 feet SOUTH from the north quarter corner of said Section 22, at a point 78.00 feet perpendicularly distant northerly from the right of way control line of said Porter Rockwell Boulevard, opposite approximate Engineers Station 100+80.24; and running thence S.59°56'52"E. 22.83 feet to the northerly right of way line of said Porter Rockwell Boulevard at a point 62.50 feet perpendicularly distant northerly from said right of way control line, opposite approximate Engineers Station 100+97.00; thence S.77°17'08"W. 15.05 feet to said existing easterly highway right of way line; thence N.19°00'34"W. 15.59 feet along said existing easterly highway right of way line 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 117 square feet in area or 0.003 acres.

Continued on Page 2
LIMITED LIABILITY COMPANY RW-01LL (11-01-03)

BK 10684 PG 2997

IN WITNESS WHEREOF, said _____ 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

) 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 S.A. McDougal, 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

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. 33-22-100-035

PIN No.11986

Project No.F-LC35(241)

Parcel No.F-LC35:101:2

Salt Lake County

Liberty Ventures, L.C., a Utah Limited Liability Company, Grantor, hereby CONVEY AND WARRANT 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 Salt Lake County, State of Utah, to-wit:

An undivided 60.00% interest in a parcel of land in fee for the construction of Porter Rockwell Boulevard known as Project No. F-LC35(241), being part of an entire tract of property, situate in the NE1/4 NW1/4 of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing easterly highway right of way line of SR-68 (Redwood Road), which point is 1058.58 feet N.89°43'43"W. along the section line and 462.85 feet SOUTH from the north quarter corner of said Section 22, at a point 78.00 feet perpendicularly distant northerly from the right of way control line of said Porter Rockwell Boulevard, opposite approximate Engineers Station 100+80.24; and running thence S.59°56'52"E. 22.83 feet to the northerly right of way line of said Porter Rockwell Boulevard at a point 62.50 feet perpendicularly distant northerly from said right of way control line, opposite approximate Engineers Station 100+97.00; thence S.77°17'08"W. 15.05 feet to said existing easterly highway right of way line; thence N.19°00'34"W. 15.59 feet along said existing easterly highway right of way line 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 117 square feet in area or 0.003 acres.

Continued on Page 2
CORPORATION RW-01CS (11-01-03)

IN WITNESS WHEREOF, said _____ 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 _____)

Liberty Ventures, L.C.
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 Liberty Ventures, L.C., 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

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. 33-22-100-035

PIN No.11986

Project No.F-LC35(241)

Parcel No.F-LC35:101:3

Salt Lake County

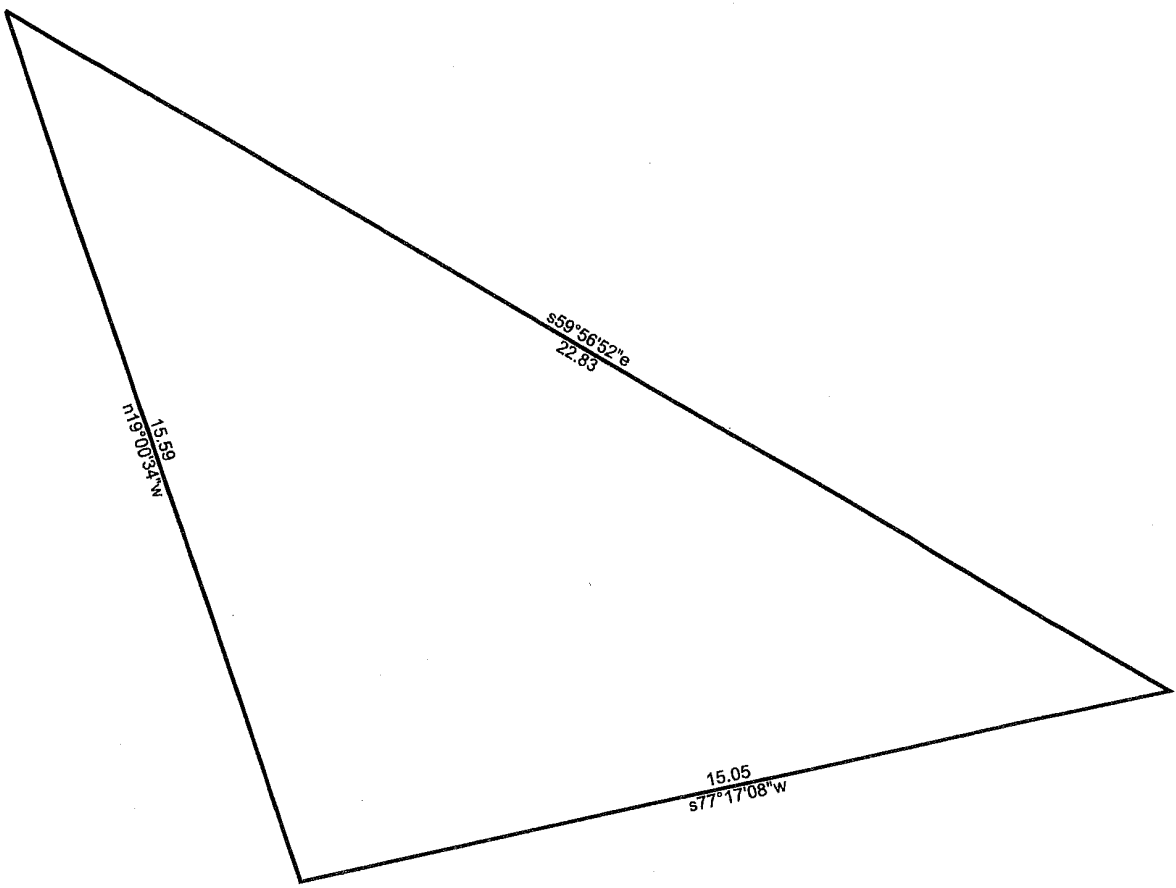
GKM Family, L.L.C., a Utah Limited Liability Company, Grantor, hereby CONVEY AND WARRANT to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

An undivided 14.00% interest in a parcel of land in fee for the construction of Porter Rockwell Boulevard known as Project No. F-LC35(241), being part of an entire tract of property, situate in the NE1/4 NW1/4 of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing easterly highway right of way line of SR-68 (Redwood Road), which point is 1058.58 feet N.89°43'43"W. along the section line and 462.85 feet SOUTH from the north quarter corner of said Section 22, at a point 78.00 feet perpendicularly distant northerly from the right of way control line of said Porter Rockwell Boulevard, opposite approximate Engineers Station 100+80.24; and running thence S.59°56'52"E. 22.83 feet to the northerly right of way line of said Porter Rockwell Boulevard at a point 62.50 feet perpendicularly distant northerly from said right of way control line, opposite approximate Engineers Station 100+97.00; thence S.77°17'08"W. 15.05 feet to said existing easterly highway right of way line; thence N.19°00'34"W. 15.59 feet along said existing easterly highway right of way line 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 117 square feet in area or 0.003 acres.

Continued on Page 2
CORPORATION RW-01CS (11-01-03)



11986_F-LC35(241)_03P_101_DeedPlot 12/2/2016

Scale: 1 inch= 3 feet File: 11986_F-LC35(241)_03P_101_DeedPlot.ndp

Tract 1: 0.0027 Acres (117 Sq. Feet), Closure: n19.1102w 0.01 ft. (1/9009), Perimeter=53 ft.

- 01 s59.5652e 22.83
- 02 s77.1708w 15.05
- 03 n19.0034w 15.59

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. 33-22-100-035

PIN No. 11986

Project No. F-LC35(241)

Salt Lake County

Parcel No. F-LC35:101:E

S.A. McDougal, LLC, a Utah Limited Liability Company, 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:

An undivided 26.00% interest in a perpetual easement, upon part of an entire tract of property, situate in the NE1/4 NW1/4 of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah, for the purpose of constructing cut and/or fill slopes, construction and maintenance of a retaining wall, and appurtenant parts thereof to facilitate the construction of Porter Rockwell Boulevard known as Project No. F-LC35(241). The easement includes the right to maintain and continue the existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by UDOT. The Easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors 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 at a point in the existing easterly highway right of way line of SR-68 (Redwood Road), which point is 1058.58 feet N.89°43'43"W. along the section line and 462.85 feet South from the north quarter corner of said Section 22, at a point 78.00 feet perpendicularly distant northerly from the right of way control line of said Porter Rockwell Boulevard, opposite approximate Engineers Station 100+80.24; and running thence N.77°17'09"E. 134.70 feet parallel with said right of way control line to the point of tangency

Continued on Page 2
LIMITED LIABILITY COMPANY RW-09LL (12-01-03)

of a curve to the right with a radius of 1275.50 feet; thence Easterly along said curve with an arc length of 206.01 feet, chord bears N.81°54'46"E. 205.79 feet; concentric with said right of way control line; thence N.86°32'23"E. 687.74 feet parallel with said right of way control line to the westerly boundary line of the Utah Lake Distribution Canal at a point 78.00 feet perpendicularly distant northerly from said right of way control line, opposite approximate Engineers Station 110+96.05; to the point of curvature of a non-tangent curve to the right with a radius of 661.43 feet; thence Southerly along said curve with an arc length of 15.73 feet, chord bears S.06°15'35"W. 15.73 feet along said westerly boundary line to the northerly right of way line of said Porter Rockwell Boulevard; thence along said northerly right of way line the following three (3) courses and distances: (1) S.86°32'23"W. 685.08 feet to the point of tangency of a curve to the left with a radius of 1260.00 feet; thence Westerly along said curve with an arc length of 203.51 feet, chord bears S.81°54'45"W. 203.29 feet (3) thence S.77°17'08"W. 117.94 feet; thence N.59°56'52"W. 22.83 feet along the northerly right of way line of said project 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 15,774 square feet in area or 0.362 acres.

After said cut and/or fill slopes and appurtenant parts thereof are 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 cut and/or fill slopes and appurtenant parts thereof.

In addition, Grantor reserves the right to use the easement area for other uses so long as the easement areas are maintained in good condition and repair, and so long as Grantor's activities and uses of the easement areas do not impair the purposes for which Grantee has acquired this easement. Grantor shall indemnify Grantee and hold Grantee harmless from and against all claims, liabilities, costs, and expenses arising out of Grantor's use of the easement areas.

IN WITNESS WHEREOF, said _____ 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
) 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 S.A. McDougal, 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. 33-22-100-035

PIN No. 11986

Project No. F-LC35(241)

Salt Lake County

Parcel No. F-LC35:101:E2

Liberty Ventures, L.C., a Utah Limited Liability, 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:

An undivided 60.00% interest in a perpetual easement, upon part of an entire tract of property, situate in the NE1/4 NW1/4 of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah, for the purpose of constructing cut and/or fill slopes, construction and maintenance of a retaining wall, and appurtenant parts thereof to facilitate the construction of Porter Rockwell Boulevard known as Project No. F-LC35(241). The easement includes the right to maintain and continue the existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by UDOT. The Easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors 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 at a point in the existing easterly highway right of way line of SR-68 (Redwood Road), which point is 1058.58 feet N.89°43'43"W. along the section line and 462.85 feet South from the north quarter corner of said Section 22, at a point 78.00 feet perpendicularly distant northerly from the right of way control line of said Porter Rockwell Boulevard, opposite approximate Engineers Station 100+80.24; and running thence N.77°17'09"E. 134.70 feet parallel with said right of way control line to the point of tangency

Continued on Page 2
LIMITED LIABILITY COMPANY RW-09LL (12-01-03)

BK 10684 PG 3007

of a curve to the right with a radius of 1275.50 feet; thence Easterly along said curve with an arc length of 206.01 feet, chord bears N.81°54'46"E. 205.79 feet; concentric with said right of way control line; thence N.86°32'23"E. 687.74 feet parallel with said right of way control line to the westerly boundary line of the Utah Lake Distribution Canal at a point 78.00 feet perpendicularly distant northerly from said right of way control line, opposite approximate Engineers Station 110+96.05; to the point of curvature of a non-tangent curve to the right with a radius of 661.43 feet; thence Southerly along said curve with an arc length of 15.73 feet, chord bears S.06°15'35"W. 15.73 feet along said westerly boundary line to the northerly right of way line of said Porter Rockwell Boulevard; thence along said northerly right of way line the following three (3) courses and distances: (1) S.86°32'23"W. 685.08 feet to the point of tangency of a curve to the left with a radius of 1260.00 feet; thence Westerly along said curve with an arc length of 203.51 feet, chord bears S.81°54'45"W. 203.29 feet (3) thence S.77°17'08"W. 117.94 feet; thence N.59°56'52"W. 22.83 feet along the northerly right of way line of said project 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 addition, Grantor reserves the right to use the easement area for other uses so long as the easement areas are maintained in good condition and repair, and so long as Grantor's activities and uses of the easement areas do not impair the purposes for which Grantee has acquired this easement. Grantor shall indemnify Grantee and hold Grantee harmless from and against all claims, liabilities, costs, and expenses arising out of Grantor's use of the easement areas.

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

STATE OF _____) Liberty Ventures, L.C
) 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 Liberty Ventures, L.C, 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. 33-22-100-035
PIN No. 11986
Project No. F-LC35(241)
Salt Lake County Parcel No. F-LC35:101:E3

GKM Family, L.L.C., a Utah Limited Liability Company, 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:

An undivided 14.00% interest in a perpetual easement, upon part of an entire tract of property, situate in the NE1/4 NW1/4 of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah, for the purpose of constructing cut and/or fill slopes, construction and maintenance of a retaining wall, and appurtenant parts thereof to facilitate the construction of Porter Rockwell Boulevard known as Project No. F-LC35(241). The easement includes the right to maintain and continue the existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by UDOT. The Easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors 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 at a point in the existing easterly highway right of way line of SR-68 (Redwood Road), which point is 1058.58 feet N.89°43'43"W. along the section line and 462.85 feet South from the north quarter corner of said Section 22, at a point 78.00 feet perpendicularly distant northerly from the right of way control line of said Porter Rockwell Boulevard, opposite approximate Engineers Station 100+80.24; and running thence N.77°17'09"E. 134.70 feet parallel with said right of way control line to the point of tangency

Continued on Page 2
LIMITED LIABILITY COMPANY RW-09LL (12-01-03)

BK 10684 PG 3010

of a curve to the right with a radius of 1275.50 feet; thence Easterly along said curve with an arc length of 206.01 feet, chord bears N.81°54'46"E. 205.79 feet; concentric with said right of way control line; thence N.86°32'23"E. 687.74 feet parallel with said right of way control line to the westerly boundary line of the Utah Lake Distribution Canal at a point 78.00 feet perpendicularly distant northerly from said right of way control line, opposite approximate Engineers Station 110+96.05; to the point of curvature of a non-tangent curve to the right with a radius of 661.43 feet; thence Southerly along said curve with an arc length of 15.73 feet, chord bears S.06°15'35"W. 15.73 feet along said westerly boundary line to the northerly right of way line of said Porter Rockwell Boulevard; thence along said northerly right of way line the following three (3) courses and distances: (1) S.86°32'23"W. 685.08 feet to the point of tangency of a curve to the left with a radius of 1260.00 feet; thence Westerly along said curve with an arc length of 203.51 feet, chord bears S.81°54'45"W. 203.29 feet (3) thence S.77°17'08"W. 117.94 feet; thence N.59°56'52"W. 22.83 feet along the northerly right of way line of said project 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 15,774 square feet in area or 0.362 acres.

After said cut and/or fill slopes and appurtenant parts thereof are 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 cut and/or fill slopes and appurtenant parts thereof.

In addition, Grantor reserves the right to use the easement area for other uses so long as the easement areas are maintained in good condition and repair, and so long as Grantor's activities and uses of the easement areas do not impair the purposes for which Grantee has acquired this easement. Grantor shall indemnify Grantee and hold Grantee harmless from and against all claims, liabilities, costs, and expenses arising out of Grantor's use of the easement areas.

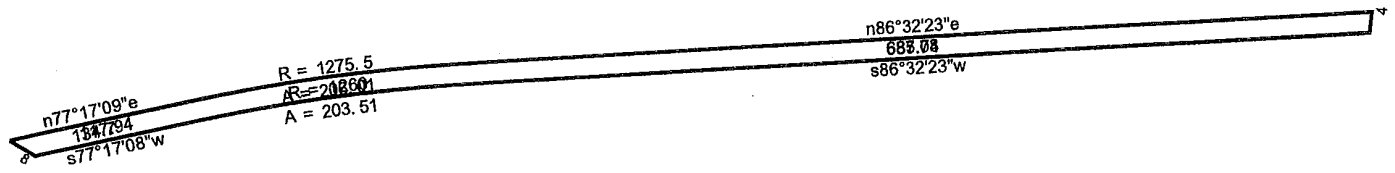
IN WITNESS WHEREOF, said _____ has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20 _____.

STATE OF _____) GKM Family, L.L.C.
) 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 GKM Family, L.L.C., 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



11986_F-LC35(241)_03P_101_E_DeedPlot 12/5/2016

Scale: 1 inch= 133 feet File: 11986_F-LC35(241)_03P_101_E_DeedPlot.ndp

Tract 1: 0.3621 Acres (15774 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/527285), Perimeter=2074 ft.
01 n77.1709e 134.7 08 n59.5652w 22.83
02 Rt, r=1275.50, arc=206.01, chord=n81.5446e 205.79
03 n86.3223e 687.74
04 Rt, r=661.43, arc=15.73, chord=s06.1535w 15.73
05 s86.3223w 685.08
06 Lt, r=1260.00, arc=203.51, chord=s81.5445w 203.29
07 s77.1708w 117.94