

162724-CP1

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
4501 South 2700 West
P.O. Box 148420
Salt Lake City, UT 84114-8420

ENT5081:2023 PG 1 of 10
Andrea Allen
Utah County Recorder
2023 Jan 27 11:50 AM FEE 0.00 BY CS
RECORDED FOR Cottonwood Title Insurance Agency
ELECTRONICALLY RECORDED



Utah Department of Transportation

Right of Entry and Occupancy Agreement

Project No: F-0089(276)345 Parcel No.(s): 189, 189:E, 189:PUE
Pin No: 9994 Job/Proj No: 53499 Project Location: State Street, P.G 200 South to A.F. 500 West
County of Property: UTAH Tax ID / Sidwell No: 49:088:0003
Property Address: 520 West State Street PLEASANT GROVE UT, 84062
Owner's Address: 520 West State Road, Pleasant Grove, UT, 84062
Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): 520 State LLC
Grantee: Utah Department of Transportation (UDOT)/The Department

Acquiring Entity: Utah Department of Transportation (UDOT)

For the Subject Property described in the attached Exhibit A.

This Right of Entry and Occupancy Agreement ("Agreement") is entered between 520 State 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. If a settlement is reached, the property will be conveyed by Special Warranty Deed, or easement, as the case may be, provided that Property Owners do not further encumber the Subject Property. The attached Exhibit A includes a Warranty Deed, and it is this deed that will be reformed to a Special Warranty Deed.

The sum of \$59,100.00 (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. This Agreement shall constitute a right of entry agreement for purposes of Utah Code § 59-2-1337 for the Subject Property described in the attached Exhibit A.

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-0089(276)345 Parcel No.(s): 189, 189:E, 189:PUE

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County of Property: UTAH Tax ID / Sidwell No: 49:088:0003

Property Address: 520 West State Street PLEASANT GROVE UT, 84062

Owner's Address: 520 West State Road, Pleasant Grove, UT, 84062

Owner's Home Phone: Owner's Work Phone:

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Owner / Grantor (s): 520 State LLC

Grantee: Utah Department of Transportation (UDOT)/The Department

a satisfactory settlement cannot 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 Property Owners and UDOT fail to agree on a purchase price for the Subject Property, and a condemnation action is filed, the parties agree to stipulate to an Occupancy Order pursuant to Utah Code 78B-6-510 and that the Deposit shall be transferred to the Court and considered a payment pursuant to Utah Code § 78B-6-510(3), with all parties having all the rights and restrictions in Utah Code § 78B-6-510 reserved and available to them.

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.

Additional Terms:

1. UDOT agrees to maintain access to the Property Owners remaining property during normal business hours, it being acknowledged by Property Owners that the access point on State Street will have to be rebuilt as part of the Project and that such rebuilding in accordance with UDOT specifications does not constitute a failure to maintain access.
2. If utilities services need to be interrupted as a result of project construction, UDOT agrees to provide at least 24 hours notice and to minimize, to the extent possible, any service interruptions.
3. UDOT agrees to repair, or cause to be repaired, any damage to existing asphalt or other improvements caused by the construction project at its cost, except to the extent such asphalt or other improvements are within the area being permanently acquired by UDOT in fee.
4. UDOT agrees to not encroach upon or use any portion of the property other than those areas identified in the exhibits attached hereto without written permission from the Property Owners.
5. Without waiting for a final settlement, UDOT will reimburse Property Owners for the relocation of the pole sign located in the taking area upon receipt of an invoice from Property Owners for completed work to relocate the pole sign. If the relocation is projected to cost more than \$35,000, Property Owners will provide UDOT with two bids for the work and will not proceed until UDOT approves one of the bids. The amounts released for such pole sign relocation shall be credited to UDOT toward any final settlement, or if a condemnation action is filed, as part of the proceeds deposited as set forth herein and consistent with Utah Code 78B-6-510. Notwithstanding the foregoing, amounts directly reimbursed for the pole sign relocation shall only be deducted from UDOT's allocation of funds for the pole sign relocation and not other elements of just compensation (e.g., compensation for fee property, easements, or severance damages, if any, except to the extent such severance damages may be related to the relocated sign).

Exhibits: Deed

[Signatures and Acknowledgments to Follow Immediately]

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Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): 520 State LLC
Grantee: Utah Department of Transportation (UDOT)/The Department

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

DATED this ~~11/22~~ 2 day of November, 2022

Signature: [Signature]
Print Name: Trevor Rasmussen

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

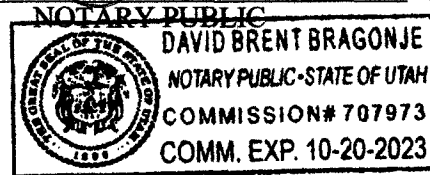
Signature: _____
Print Name: _____

STATE OF UTAH
County of Utah

On the 2 day of November, 2022, personally appeared before me

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

D. D. B.



DATED this 19th day of January, 2023

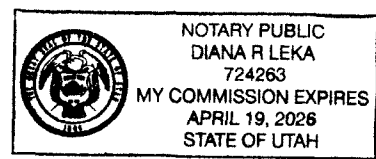
Charles A. Stormont
UDOT ~~Director~~ Deputy Director of Right of Way
Charles A. Stormont

STATE OF UTAH
County of Salt Lake

On the 19 day of January, 2023, personally appeared before me

Charles A. Stormont the signer(s) of this Agreement for UDOT
who duly acknowledged to me that they executed the same.

[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
 (Limited Liability Company)

Utah County	Tax ID No.	49:088:0003
	PIN No.	9994
	Project No.	F-0089(276)345
	Parcel No.	0089:189

520 State LLC., A Utah limited liability company, 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 highway State Route 89 known as Project No. F-0089(276)345, being part of Lot 3 of Pleasant Grove Industrial Park Plat "A" subdivision Recorded as Entry No. 22123 of the Utah County Recorder Office, situate in the SE1/4 SW1/4 of Section 20, T.5S., R.2E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the southwest corner of said Lot 3 in the existing easterly right of way line of the US-89 which corner is 1,164.60 feet West and 13.82 feet North from the South Quarter Corner of said Section 20, said corner is also 46.72 feet perpendicularly distant easterly from the US-89 (State Street) Control Line opposite approximate engineer station 816+06.01; and running thence N.28°25'27"W. 154.71 feet along said easterly right of way line to the beginning of a 17.45-foot radius non-tangent curve to the right (Note: center bears N.61°35'37"E.); thence northeasterly 39.28 feet along the arc of said curve through a delta of 128°58'29" along said easterly right of way line (Note: chord to said curve bears N.36°04'52"E. for a distance of 31.50 feet) to a point in the southerly right of way line of Industrial Drive; thence S.79°24'49"E. 12.14 feet along said southerly right of way line to a point 84.45 feet perpendicularly distant easterly from said control line opposite engineer station 817+66.66; thence S.12°52'33"W. 10.69 feet to a point 77.40 feet perpendicularly distant easterly from said control line opposite engineer station 817+58.63 to a point in a 15.00-foot radius non-tangent curve to the left (Radius bears S.15°13'15"W.); thence

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Project No. F-0089(276)345
Parcel No. 0089:189

southwesterly 31.32 feet along the arc of said curve through a central angle of 119°39'04" (Note: chord to said curve bears S.45°23'43"W. for a distance of 25.93 feet); thence S.28°22'33"E. 148.45 feet to a point in the southerly boundary line of said Lot 3; thence S.89°39'57"W. 6.55 feet along said southerly lot 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 1,414 square feet or 0.032 acre in area, more or less.

(Note: All bearings in the above description are record and are equal to highway bearings unless otherwise noted.)

IN WITNESS WHEREOF, said 520 State LLC., A Utah limited liability company has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20_____.

STATE OF _____) 520 State LLC., A Utah limited liability company
) 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 they are the Manager of 520 State LLC., A Utah 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

Easement
(Limited Liability Company)

Utah County	Tax ID No.	49:088:0003
	PIN No.	9994
	Project No.	F-0089(276)345
	Parcel No.	0089:189:E

520 State LLC., A Utah limited liability company, Grantor(s), 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 considerations, the following described easement in Utah County, State of Utah, to-wit:

A temporary easement, upon part of Lot 3 of Pleasant Grove Industrial Park Plat "A" subdivision Recorded as Entry No. 22123 of the Utah County Recorder Office, in the SE1/4 SW1/4 of Section 20, T.5S., R.2E., S.L.B.&M., in Utah County, Utah, to facilitate the construction of the roadway improvements, side treatments, blending slopes and appurtenant parts thereof for the existing US highway 89 known as Project No. F-0089(276)345. 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 (3) 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 easement are described as follows:

Beginning at a point in the southerly lot line of said Lot 3 which is 6.55 feet N.89°39'57"E. from the northwest corner of said Lot 3, which is also 1,164.60 feet West and 13.82 feet North and 6.55 feet N.89°39'57"E. from the South Quarter Corner of said Section 20, said point is also 52.50 feet perpendicularly distant easterly from the US-89 (State Street) Control Line opposite approximate engineer station 816+02.93; and running thence N.28°22'33"W. 148.45 feet to a point in a 15.00-foot radius non-tangent curve to the right (Radius to said curve bears N.75°34'11"E.); thence northeasterly 31.32 feet along the arc of said curve through a central angle of 119°39'04" (Note: chord to said curve bears

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N.45°23'43"E. for a distance of 25.93 feet); thence N.12°52'33"E. 10.69 to a point in the southerly right of way line of Industrial Drive; thence S.79°24'49"E. 10.01 feet along said right of way line; thence S.12°52'33"W. 11.09 feet; thence S.43°25'53"W. 26.76 feet; thence S.28°22'33"E. 63.68 feet; thence N.61°37'27"E. 12.50 feet; thence S.28°22'33"E. 60.00 feet; thence S.61°37'27"W. 10.00 feet; thence S.28°22'33"E. 22.13 feet to a point in said southerly lot line; thence S.89°39'57"W. 10.76 feet along said lot 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 easement contains 2,311 square feet or 0.053 acre in area, more or less.

(Note: All bearings in the above description are record and are equal to highway bearings unless otherwise noted.)

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Project No. F-0089(276)345
Parcel No. 0089:189:E

IN WITNESS WHEREOF, said 520 State LLC., A Utah limited liability company
has caused this instrument to be executed by its proper officers thereunto duly authorized,
this ____ day of _____, A.D. 20 _____.

STATE OF _____) 520 State LLC., A Utah limited liability company
) 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 they are the Manager of 520 State LLC., A Utah 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

Easement
 (Limited Liability Company)

Utah County	Tax ID No.	49:088:0003
	PIN No.	9994
	Project No.	F-0089(276)345
	Parcel No.	0089:189:PUE

520 State LLC., A Utah limited liability company, 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 Lot 3 of Pleasant Grove Industrial Park Plat "A" subdivision Recorded as Entry No. 22123 of the Utah County Recorder Office, situate in the SE1/4 SW1/4 of Section 20, T.5S., R.2E., S.L.B.&M. The boundaries of said easement are described as follows:

Beginning at a point which is 1,223.85 feet West and 135.68 feet North from the South Quarter Corner of said Section 20, said point is also 52.50 feet perpendicularly distant easterly from the US-89 (State Street) Control Line opposite approximate engineer station 817+41.38; and running thence N.28°22'33"W. 10.00 feet to a point in a 15.00-foot radius non-tangent curve to the right (Radius bears N.75°34'11"E.); thence northeasterly 31.32 feet along the arc of said curve through a central angle of 119°39'04" (Note: chord to said curve bears N.45°23'43"E. for a distance of 25.93 feet); thence N.12°52'33"E. 0.68 feet; thence S.79°24'49"E. 10.01 feet; thence S.12°52'33"W. 1.08 feet; thence S.43°25'53"W. 34.13 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 417 square feet or 0.010 acre in area, more or less.

(Note: All bearings in the above description are record and are equal to highway bearings unless otherwise noted.)

