

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

ENT 7214:2018 PG 1 of 14
Jeffery Smith
Utah County Recorder
2018 Jan 23 08:50 AM FEE 0.00 BY MA
RECORDED FOR Founders Title Company
ELECTRONICALLY RECORDED



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-I15-6(228)280 Parcel No.(s): 123:2E, 123:3E, 123:A, 123:E

Pin No: 12158 Job/Proj No: 72175 Project Location: I-15; Lehi Main to SR-92, Technology Corridor
County of Property: UTAH Tax ID / Sidwell No: 45:358:0301
Property Address: 330 N. 850 E. LEHI UT, 84043
Owner's Address: 1279 W. 2200 S., West Valley City, UT, 84119
Owner's Home Phone: Owner's Work Phone: (801)455-8844
Owner / Grantor (s): Sweetpea Properties, L.L.C.
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 Sweetpea Properties, L.L.C. ("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 \$44,300.00 (the "Deposit") will be paid into escrow, a non-interest bearing account, at a title company for the benefit of Property Owners as consideration for entering into this Agreement. UDOT will be responsible for the expenses of the escrow account. This amount paid into escrow shall be deducted from a final settlement, award of arbitration, or other determination of just compensation in an eminent domain action should one be pursued to acquire the property that is determined to be necessary for the project. The amount paid will be for the purposes of this Agreement only, and will not be admissible as evidence in any subsequent process used to establish the value of the property or the amount of compensation that may be due to the Property Owners. Property taxes will be the responsibility of the Property Owners until transfer of the deed(s) to UDOT.

The parties to this Agreement understand that a title report may indicate that other third parties may have a claim to part of the proceeds being paid by UDOT to the Property Owners under this Agreement. UDOT will have the right to approve the release of the Deposit from Escrow to Property Owners and to require a conveyance of the subject property from the Property Owners to UDOT prior to the release. It is not the intent of the Agreement to properly assess potential third-party claims. In the event it is later determined that part of the Deposit should properly be paid to other third parties, then UDOT will have the right to require that the third parties participate in the release of the Deposit or the Deposit will be applied to any remaining liens. In the event that UDOT desires to obtain title insurance in connection with the release of the deposit, UDOT will pay the premiums for the title coverage.

This Agreement is granted without prejudice to the rights of the Property Owners, pending any settlement, to contest the amount of compensation to be paid the Property Owners for the property described in Exhibit A. If

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a satisfactory settlement can not be agreed upon, UDOT will, upon notice from the Property Owners that the amount of compensation offered and/or other proposed settlement terms are not acceptable, or at its own election, proceed to commence and diligently prosecute a condemnation proceeding in the appropriate court for a judicial determination of such compensation. If requested to do so by the Property Owners, UDOT will, prior to commencing a condemnation proceeding, enter into a mediation or arbitration procedure provided for in the Utah Code Annotated 78B-6-522 and 13-43-204 through the Office of the Property Rights Ombudsman.

If the Property Owner uses the property for a residence, business, or farming operation and is required to move as a result of UDOT's acquisition of the property, the Property Owners may be entitled to relocation assistance and/or payments as a displaced person. The relocation assistance and payment are available as a matter of right and subject to federal and state law if the Property Owners are displaced by the acquisition of this property and are not conditional upon the Property Owners signing this Right of Entry and Occupancy Agreement.

The effective date of the Right Of Entry and Occupancy Agreement shall be the date this Agreement is executed by the Property Owners, as shown below, and that date shall be the date of value for fair market valuation purposes in the context of settlement negotiations, arbitration, or an eminent domain proceeding, should one be necessary, unless the Property Owners have been previously served with a summons in regard to this property acquisition or the parties have otherwise agreed in writing to a different date for purposes of valuation. It is understood that, according to state law, any additional compensation that is ordered to be paid to the Property Owners for the acquisition of the property will include interest at an annual rate of 8 % on any additional compensation that is determined to be payable to the Property Owners over and above that paid with this Agreement, calculated from the date of entry upon the property.

Exhibits:

[Signatures and Acknowledgments to Follow Immediately]

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

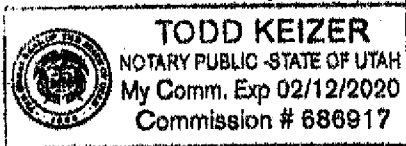
DATED this 5th day of December 2017

<u>Joanna Rendi</u> Property Owner	_____	Property Owner
_____	_____	Property Owner

STATE OF UTAH
 County of UTAH

On the 5th day of December, 2017, personally appeared before me

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



[Signature]
 NOTARY PUBLIC

DATED this 12 day of December, 2017

[Signature]
 UDOT Director / Deputy Director of Right of Way

STATE OF UTAH
 County of Salt Lake

On the 12th day of December, 2017, personally appeared before me

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

[Signature]
 NOTARY PUBLIC



Exhibit A

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

Warranty Deed
 (CONTROLLED ACCESS)
 (LIMITED LIABILITY COMPANY) Tax ID No. 45:358:0301
 Utah County PIN No. 12158
 Project No. S-I15-6(228)280
 Parcel No. S-I15-6:123:A

Sweetpea Properties, L.L.C., a Limited Liability Company of the State of Utah, Grantor, 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 existing I-15, known as Project No. S-I15-6(228)280 being part of an entire tract of property situate in Lot 301, LEHI CITY PLAZA, PHASE III, according to the official plat thereof, recorded November 26, 2002 as Entry No. 143100:2002, Map No. 9804 in the office of the Utah County Recorder, in the SE1/4 of Section 9, and the NE1/4 of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the existing westerly highway right of way and no-access line of I-15 and the southerly highway right of way line of US-89 (State Street) being the northeast corner of said Lot 301; and running thence S.17°44'36"E. 53.32 feet along the easterly boundary line of said entire tract and the existing westerly highway right of way and no-access line of I-15 to a point 127.00 feet radially distant southwesterly from the right of way control line of said Project, opposite approximate Engineers Station 2105+38.42; thence N.31°03'08"W. 71.75 feet to the northerly boundary line of said Lot 301 at point 125.00 feet radially distant southwesterly from the right of way control line of said Project, opposite approximate Engineers Station 2106+13.00; thence S.62°45'53"E. 23.35 feet along said northerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

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. 45:358:0301
Utah County PIN No. 12158
Project No. S-115-6(228)280
Parcel No. S-115-6:123:E

Sweetpea Properties, L.L.C., a Limited Liability Company of the State of Utah, 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 considerations, the following described easement in Utah County, State of Utah, to-wit:

A perpetual easement upon part of an entire tract of property situate in Lot 301, LEHI CITY PLAZA, PHASE III, according to the official plat thereof, recorded November 26, 2002 as Entry No. 143100:2002, Map No. 9804 in the office of the Utah County Recorder, in the SE1/4 of Section 9, and the NE1/4 of Section 16. Township 5 South, Range 1 East, Salt Lake Base and Meridian for access and maintenance of a noise/retaining wall and drainage facility incident to the widening of existing Interstate 15, known as Project No. S-115-6(228)280. The Easement shall run with the Real Property and shall be binding upon the Grantor and the Grantor's successors, heirs and assigns. The boundaries of said part of an entire tract are described as follows:

Beginning at the intersection of the westerly highway right of way and no-access line of said I-15 Project and the existing southerly highway right of way line of US-89 (State Street) at point 125.00 feet radially distant southwesterly from the right of way control line of said Project, opposite approximate Engineers Station 2106+13.00; which point is 23.35 feet N.62°45'53"W along said southerly highway right of way line from the northeast corner of said Lot 301; and running thence along said westerly highway right of way and no-access line of said I-15 the following two (2) courses and distances: (1) S.31°03'08"E. 71.75 feet to a point 127.00 feet radially distant southwesterly from the right of way control

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PIN No. 12158
Project No. S-I15-6(228)280
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line of said Project, opposite approximate Engineers Station 2105+38.42; (2) thence S.17°44'36"E. 43.44 feet to a point 137.41 feet radially distant southwesterly from the right of way control line of said Project, opposite approximate Engineers Station 2104+94.47; thence N.31°03'08"W. 130.20 feet to said southerly highway right of way line of US-89 and northerly boundary line of said Lot 301 to a point 134.31 feet radially distant southwesterly from the right of way control line of said Project, opposite approximate Engineers Station 2106+30.27; thence S.62°45'53"E. 19.02 feet along said northerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described part of an entire tract contains 1010 square feet in area or 0.023 acre.

(Note: Rotate above bearings 00°00'32" counterclockwise to equal Highway bearings).

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Easement

(LIMITED LIABILITY COMPANY) Tax ID No. 45:358:0301
 Utah County PIN No. 12158
 Project No. S-I15-6(228)280
 Parcel No. S-I15-6:123:2E

Sweetpea Properties, L.L.C., a Limited Liability Company of the State of Utah, 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 considerations, the following described easement in Utah County, State of Utah, to-wit:

A perpetual easement upon part of an entire tract of property situate in Lot 301, LEHI CITY PLAZA, PHASE III, according to the official plat thereof, recorded November 26, 2002 as Entry No. 143100:2002, Map No. 9804 in the office of the Utah County Recorder, in the SE1/4 of Section 9, and the NE1/4 of Section 16. Township 5 South, Range 1 East, Salt Lake Base and Meridian for the installation and maintenance of a drainage facility incident to the widening of existing Interstate 15, known as Project No. S-I15-6(228)280. The Easement shall run with the Real Property and shall be binding upon the Grantor and the Grantor's successors, heirs and assigns. The boundaries of said part of an entire tract are described as follows:

Beginning in the existing southerly highway right of way line of US-89 (State Street) at point 134.31 feet radially distant southwesterly from the right of way control line of said Project, opposite approximate Engineers Station 2106+30.27; which point is 42.37 feet N.62°45'53"W along said southerly highway right of way line from the northeast corner of said Lot 301; and running thence S.31°03'08"E. 130.20 feet to the existing westerly highway right of way and no-access line of said I-15; thence S.17°44'36"E. 20.37 feet to the southerly boundary line of said Lot 301; thence S.76°39'06"W. 3.47 feet along said

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southerly boundary line to point 145.42 feet radially distant southwesterly from the right of way control line of said Project, opposite approximate Engineers Station 2104+74.86; thence N.31°03'08"W. 161.92 feet to the northerly boundary line of said Lot 301 at point 141.70 feet radially distant southwesterly from the right of way control line of said Project, opposite approximate Engineers Station 2106+44.16; thence S.62°45'53"E. 15.22 feet along said northerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described part of an entire tract contains 1203 square feet in area or 0.028 acre.

(Note: Rotate above bearings 00°00'32" counterclockwise to equal Highway bearings).

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Easement

(LIMITED LIABILITY COMPANY) Tax ID No. 45:358:0301
Utah County PIN No. 12158
Project No. S-115-6(228)280
Parcel No. S-115-6:123:3E

Sweetpea Properties, L.L.C., a Limited Liability Company of the State of Utah, 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 considerations, the following described easement in Utah County, State of Utah, to-wit:

A temporary easement upon part of an entire tract of property situate in Lot 301, LEHI CITY PLAZA, PHASE III, according to the official plat thereof, recorded November 26, 2002 as Entry No. 143100:2002, Map No. 9804 in the office of the Utah County Recorder, in the SE1/4 of Section 9, and the NE1/4 of Section 16. Township 5 South, Range 1 East, Salt Lake Base and in Utah County, Utah, to facilitate the blending cut and/or fill slopes incident to the widening of existing Interstate 15, known as Project No. S-115-6(228)280. The 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 part of an entire tract are described as follows:

Beginning in the existing southerly highway right of way line of US-89 (State Street) at point 141.70 feet radially distant southwesterly from the right of way control line of said Project, opposite approximate Engineers Station 2106+44.16; which point is 57.59 feet N.62°45'53"W along said southerly highway right of way line from the northeast corner of

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said Lot 301; and running thence S.31°03'08"E. 19.02 feet; thence N.62°45'53"W. 161.27 feet to the northwesterly boundary line of said Lot 301 at point 218.18 feet radially distant southwesterly from the right of way control line of said Project, opposite approximate Engineers Station 2107+75.07; thence N.38°08'36"E. 10.18 feet to the northerly boundary line of said Lot 301; thence S.62°45'53"E. 143.16 feet along said northerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described part of an entire tract contains 1522 square feet in area or 0.035 acre.

(Note: Rotate above bearings 00°00'32" counterclockwise to equal Highway bearings).

