

117023-WHP

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

13063137  
8/30/2019 9:18:00 AM \$40.00  
Book - 10823 Pg - 1696-1701  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 6 P.



## Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: F-0172(32)7 Parcel No.(s): 116

Pin No: 14413 Job/Proj No: 55171 Project Location: SR-172; 5600 W. Railroad Crossing  
County of Property: SALT LAKE Tax ID / Sidwell No: 14-11-400-007  
Property Address: 1060 South Legacy View Street SALT LAKE CITY UT, 84104  
Owner's Address: 6405 South 300 East, Suite 150, Salt Lake City, UT, 84121  
Owner's Home Phone: Owner's Work Phone: (801)651-3300  
Owner / Grantor (s): 5600 West, 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 5600 West, 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 \$27,000.00 (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

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Property Address: 1060 South Legacy View Street SALT LAKE CITY UT, 84104  
Owner's Address: 6405 South 300 East, Suite 150, Salt Lake City, UT, 84121  
Owner's Home Phone: Owner's Work Phone: (801)651-3300  
Owner / Grantor (s): 5600 West, L.L.C.  
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-0172(32)7 Parcel No.(s): 107, 107:E, 107:PUE

Pin No: 14413 Job/Proj No: 55171 Project Location: SR-172; 5600 W. Railroad Crossing  
County of Property: SALT LAKE Tax ID / Sidwell No: 14-11-477-002, 14-11-477-004, 14-11-477-005  
Property Address: 1345 South Legacy View Street SALT LAKE CITY UT, 84104  
Owner's Address: PO Box 520370, Salt Lake City, UT, 84152  
Owner's Home Phone: Owner's Work Phone: (801)651-3300  
Owner / Grantor (s): Legacy AK, LLC, a Utah limited liability company  
Grantee: Utah Department of Transportation (UDOT)/The Department

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

DATED this 29<sup>th</sup> day of July, 2019

[Signature] \_\_\_\_\_ Property Owner  
\_\_\_\_\_ Property Owner  
\_\_\_\_\_ Property Owner  
\_\_\_\_\_ Property Owner

STATE OF UTAH  
County of Salt Lake

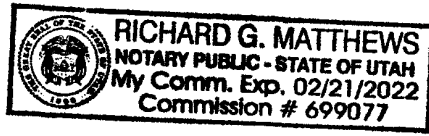
On the 29 day of July, 2019, personally appeared before me

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

[Signature]  
NOTARY PUBLIC

DATED this 15<sup>th</sup> day of August, 2019

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

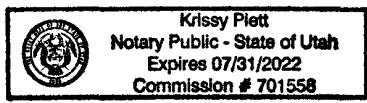


STATE OF UTAH  
County of Salt Lake

On the 15 day of August, 2019, 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

## Exhibit A

### Quit Claim Deed (Limited Liability Company)

Salt Lake County

Tax ID No. 14-11-400-007  
PIN No. 14413  
Project No. F-0172(32)7  
Parcel No. 0172:116

5600 West, L.L.C., Grantor(s), hereby QUIT CLAIMS 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:

A parcel of land in fee for the widening of the existing 5600 West Street (SR-172) known as Project No. F-0172(32)7, being part of an entire tract of property situate in the SE1/4 NE1/4 of Section 11, T.1S., R.2W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the southerly boundary line of said entire tract, 40.00 feet N.89°54'54"W. along the quarter section line and 214.37 feet N.00°01'20"E. (214.47 feet N.00°01'36"E. by record) and 6.63 feet S.61°34'51"W. (S.61°35'00"W. by record) from the East Quarter corner of said Section 11, said point is also 45.83 feet perpendicularly distant westerly from the 5600 West Street Right of Way Control Line opposite approximate engineer station 91+77.87, and running thence S.61°34'51"W. (S.61°35'00"W. by record) 70.59 feet along said southerly boundary line to a point approximately 107.90 feet perpendicularly distant westerly from said control line opposite engineer station 91+44.25; thence N.08°27'26"W. 113.76 feet to the northerly boundary line of said entire tract at a point approximately 124.67 feet perpendicularly distant westerly from said control line opposite engineer station 92+56.76; thence N.80°25'51"E. (N.80°26'00"E. by record) 85.87 feet along said northerly boundary line to the northeasterly corner of said entire tract in the existing westerly right of way line of 5600 West Street (SR-172); thence S.00°01'20"W. (S.00°01'36"W. by record) 8.48 feet along said existing westerly right of way line; thence S.06°55'53"W. 47.95 feet; thence S.00°06'59"W. 37.12 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.

Continued on Page 2  
LIMITED LIABILITY RW-05LL (11-01-03)

PIN No. 14413  
Project No. F-0172(32)7  
Parcel No. 0172:116

The above described parcel of land contains 7,597 square feet in area or 0.174 acre, more or less.

(Note: Rotate all bearings in the above description 00°14'11" clockwise to obtain highway bearings.)

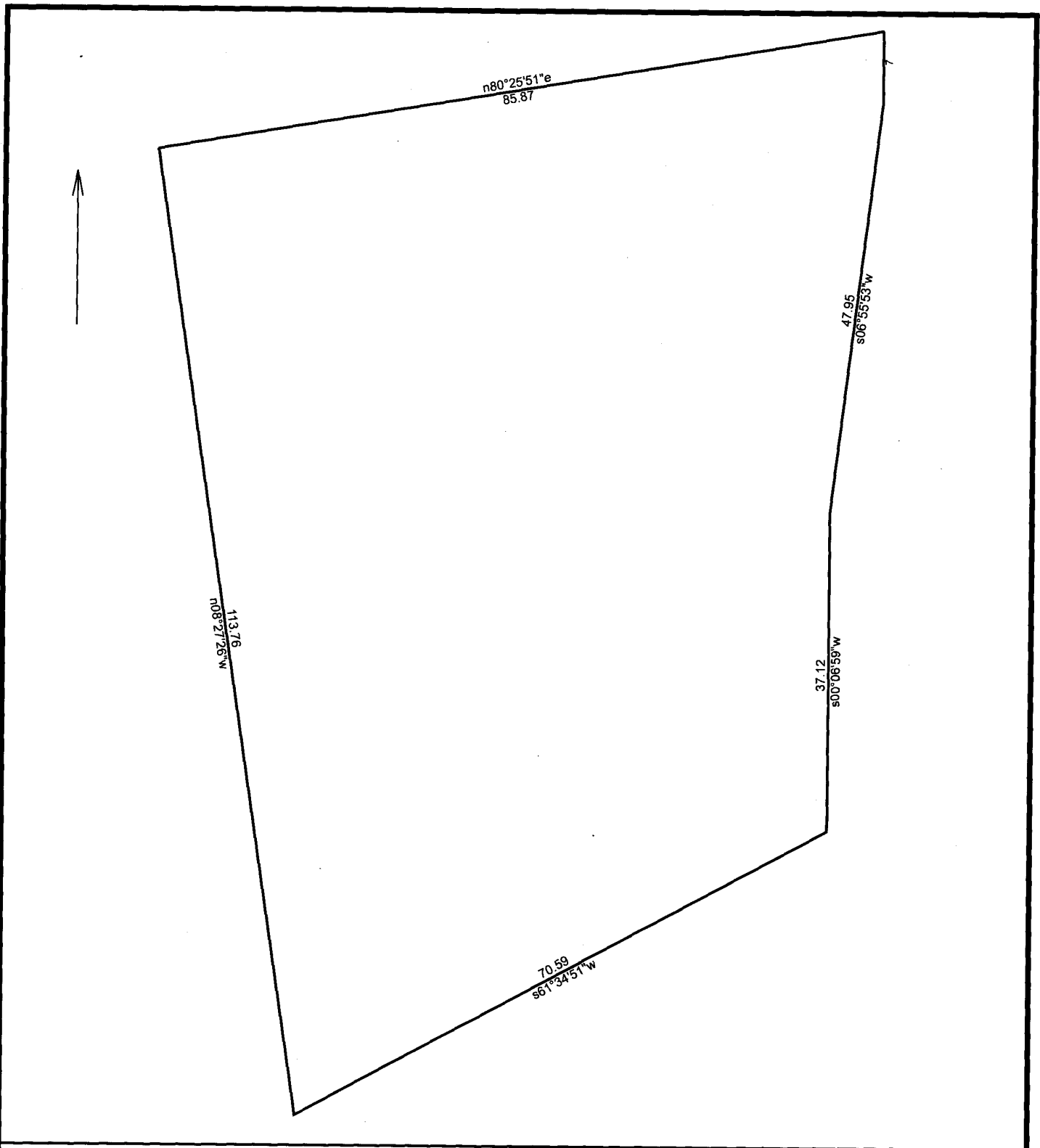
**IN WITNESS WHEREOF**, said 5600 West, L.L.C., has caused this instrument to be executed by its proper officers thereunto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_.

|                   |                           |
|-------------------|---------------------------|
| STATE OF _____ )  | _____                     |
| ) ss.             | 5600 West L.L.C.          |
| )                 | 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 5600 West, L.L.C., 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



**Parcel 116**

10/16/2018

Scale: 1 inch= 15 feet

File: 14413\_F-0172(32)7\_02P\_116\_DeedPlot.ndp

Tract 1: 0.1744 Acres (7597 Sq. Feet), Closure: s51.2528e 0.01 ft. (1/69202), Perimeter=364 ft.

- |                     |                    |
|---------------------|--------------------|
| 01 n89.5454w 40.00  | 08 s06.5553w 47.95 |
| 02 n00.0120e 214.37 | 09 s00.0659w 37.12 |
| 03 s61.3451w 6.63   |                    |
| 04 s61.3451w 70.59  |                    |
| 05 n08.2726w 113.76 |                    |
| 06 n80.2551e 85.87  |                    |
| 07 s00.0120w 8.48   |                    |