

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

13026853  
7/10/2019 4:09:00 PM \$40.00  
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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE  
BY: eCASH, DEPUTY - EF 12 P.

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

Project No: S-I15-7(341)295 Parcel No.(s): 202:A, 202:E, 202:PUE

Pin No: 15669 Job/Proj No: 72712 Project Location: I-15 NB; Bangerter Hwy to I-215  
County of Property: SALT LAKE Tax ID / Sidwell No: 27-13-477-017  
Property Address: 10990 South Auto Mall Drive SANDY UT, 84070  
Owner's Address: 9350 South 150 East #1000, Sandy, UT, 84070  
Owner's Home Phone: Owner's Work Phone: (801)555-4444  
Owner / Grantor (s): Miller Family Real Estate, LLC  
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 Miller Family Real Estate, 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.

The sum of \$256,000.00 (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: S-115-7(341)295 Parcel No.(s): 202:A, 202:E, 202:PUE

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County of Property: SALT LAKE Tax ID / Sidwell No: 27-13-477-017  
Property Address: 10990 South Auto Mall Drive SANDY UT, 84070  
Owner's Address: 9350 South 150 East #1000,Sandy,UT,84070  
Owner's Home Phone: Owner's Work Phone: (801)555-4444  
Owner / Grantor (s): Miller Family Real Estate, LLC  
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:**

**ADDITIONAL TERMS:**

If litigation is commenced by UDOT or Property Owners relating to the property to be acquired/occupied by UDOT by this Agreement, then the Deposit shall be tendered to the court pursuant to and consistent with Utah Code 78B-6-510.

*[Signatures and Acknowledgments to Follow Immediately]*

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 Owner's Home Phone: Owner's Work Phone: (801)555-4444  
 Owner / Grantor (s): Miller Family Real Estate, LLC  
 Grantee: Utah Department of Transportation (UDOT)/The Department

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

DATED this 1st day of May, 2019

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

STATE OF UTAH  
 County of Salt Lake

On the 1 day of May, 2019, [Signature] personally appeared before me

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



[Signature]  
 NOTARY PUBLIC

DATED this 28th day of June, 2019

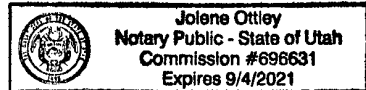
[Signature]  
 UDOT Director / Deputy Director of Right of Way

STATE OF UTAH  
 County of SALT LAKE

On the 28th day of JUNE, 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

### Warranty Deed

(CONTROLLED ACCESS)  
(LIMITED LIABILITY COMPANY) Tax ID No. 27-13-477-017  
Salt Lake County PIN No. 15669  
Project No. S-115-7(341)295  
Parcel No. 115:202:A

Miller Family Real Estate, 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 Salt Lake County, State of Utah, to-wit:

A parcel of land in fee, being part of Lots 15, 16, 17 & 18 of the Utah Auto Mall Subdivision, Phase 1, recorded as Entry No. 5928837, in Book 949-9 at Page 288 in the Salt Lake County Recorder's Office, situate in the SW1/4 SE1/4 and the SE1/4 SE1/4 of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, incident to the widening of I-15, known as Project No S-115-7(341)295. The boundaries of said parcel of land are described as follows:

Beginning at the Southwest corner of said Lot 18, said point being the intersection of the southerly boundary line of said entire tract and the existing easterly highway right of way and no-access line of said I-15; and running thence N.10°09'59"W. 534.55 feet along the westerly boundary line of said Auto Mall Subdivision Phase 1 and said existing easterly highway right of way and no-access line of said I-15 to the northerly boundary line of said Lot 15; thence East 3.24 feet along said northerly boundary line to a point 118.00 feet perpendicularly distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1121+97.58; thence S.10°14'44"E. 197.58 feet parallel with said right of way control line to a point 118.00 feet perpendicularly distant easterly from the right of way control line of said Project, opposite Engineers Station 1120+00.00; thence S.12°09'17"E. 300.17 feet to a point 128.00 feet perpendicularly distant easterly from the right of way control line of said Project, opposite Engineers Station 117+00.00; thence S.10°14'44"E. 38.94 feet parallel with said right of way control line to the southerly

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LIMITED LIABILITY COMPANY RW-04LL (12-01-03)

128.00 feet perpendicularly distant easterly from the right of way control line of said Project,

opposite approximate Engineers Station 1116+61.07; thence N.89°55'40"W. 14.16 feet along said southerly boundary line and said section 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 3,784 square feet in area or 0.087 acre.

(Note: Rotate above bearings 00°14'19" clockwise to equal Highway bearings. Basis of Bearing is N.89°55'40"W. between the Southeast Corner and the South 1/4 Corner of said Section 13.)

To enable the Utah Department of Transportation to construct and maintain a public highway as a freeway, as contemplated by Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the Owners of said entire tract of property hereby release and relinquish to said Utah Department of Transportation any and all rights appurtenant to the remaining property of said Owners by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from said Owner's remaining property contiguous to the lands hereby conveyed to or from said highway.

**IN WITNESS WHEREOF**, said Miller Family Real Estate, 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 \_\_\_\_\_ ) Miller Family Real Estate, L.L.C.  
 ) ss. Limited Liability Company  
COUNTY OF \_\_\_\_\_ )  
By \_\_\_\_\_  
Manager

On this, the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, the undersigned officer, who acknowledged herself/himself to be the manager/a member of Miller Family Real Estate, L.L.C., a Limited Liability Company, and in that capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by herself/himself as the manager/a member.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

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Salt Lake City, Utah 84114-8420

## EXHIBIT A

### Easement

(LIMITED LIABILITY COMPANY) Tax ID No. 27-13-477-017  
Salt Lake County PIN No. 15669  
Project No. S-I15-7(341)295  
Parcel No. I15:202:E

Miller Family Real Estate, 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 consideration, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement upon part of an entire tract of property situate in Lots 15, 16, 17 & 18 of the Utah Auto Mall Subdivision, Phase 1, recorded as Entry No. 5928837, in Book 949-9 at Page 288 in the Salt Lake County Recorder's Office, situate in the SW1/4 SE1/4 and the SE1/4 SE1/4 of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, for the purpose of constructing and blending cut and/or fill slopes, and appurtenant parts thereof incident to the widening of I-15, known as Project No. S-I15-7(341)295. 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 at the intersection of the southerly boundary line of said Lot 18 and the easterly highway right of way and no-access line of said Project, which point is 14.16 feet S.89°55'40"E. from the Southwest corner of said Lot 18; and running thence along said easterly highway right of way and no-access line the following three (3) courses

and distances: (1) N.10°14'44"W. 38.94 feet; (2) thence N.12°09'17"W. 300.17 feet; (3) thence N.10°14'44"W. 197.58 feet to the northerly boundary line of said Lot 15; thence East 10.16 feet along said northerly boundary line to a point 128.00 feet perpendicularly distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1121+95.77; thence S.10°14'44"E. 195.77 feet parallel with said right of way control line to a point 128.00 feet perpendicularly distant easterly from the right of way control line of said Project, opposite Engineers Station 1120+00.00; thence S.12°09'17"E. 300.17 feet to a point 138.00 feet perpendicularly distant easterly from the right of way control line of said Project, opposite Engineers Station 1117+00.00; thence S.10°14'44"E. 40.76 feet parallel with said right of way control line to the southerly boundary line of said subdivision and the southerly section line of said Section 13 at a point 138.00 feet perpendicularly distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1116+59.24; thence N.89°55'40"W. 10.16 feet along said southerly boundary line and said section 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 5,364 square feet in area or 0.123 acre.

(Note: Rotate above bearings 00°14'19" clockwise to equal Highway bearings. Basis of Bearing is N.89°55'40"W. between the Southeast Corner and the South 1/4 Corner of said Section 13.)



**IN WITNESS WHEREOF**, said Miller Family Real Estate, 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 \_\_\_\_\_ ) Miller Family Real Estate, L.L.C.  
 ) ss. Limited Liability Company  
COUNTY OF \_\_\_\_\_ )  
By \_\_\_\_\_  
Manager

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, the undersigned officer, who acknowledged herself/himself to be the manager/a member of Miller Family Real Estate, L.L.C., a Limited Liability Company, and in that capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by herself/himself as the manager/a member.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

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## EXHIBIT A

### Public Utility Easement (LIMITED LIABILITY COMPANY)

Salt Lake County

Tax ID No. 27-13-477-017

PIN No. 15669

Project No. S-I15-7(341)295

Parcel No. I15:202:PUE

Miller Family Real Estate, L.L.C., a Limited Liability Company of the State of Utah, the undersigned, hereby dedicates a Public Utility Easement described below for the use and installation of public utility facilities as provided in Utah Code Section 54-3-27. The public utility shall have the right to install, maintain, operate, repair, remove, replace or relocate public utility facilities, including the right of ingress and egress, within said Public Utility Easement. Said public utility easement is non-exclusive and may be used by all public utilities according to the terms of the Public Utility Easement statute.

A perpetual easement upon part of an entire tract of property situate in Lots 15, 16, 17 & 18 of the Utah Auto Mall Subdivision, Phase 1, recorded as Entry No. 5928837, in Book 949-9 at Page 288 in the Salt Lake County Recorder's Office, situate in the SW1/4 SE1/4 and the SE1/4 SE1/4 of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, to facilitate the widening of I-15, known as Project No. S-I15-7(341)295. The easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors successors, heirs and assigns. The boundaries of said part of an entire tract are described as follows:

Beginning at the intersection of the southerly boundary line of said Lot 18 and the easterly highway right of way and no-access line of said Project, which point is 14.16 feet S.89°55'40"E. from the Southwest corner of said Lot 18; and running thence along said easterly highway right of way and no-access line the following three (3) courses

Continued on Page 2

Limited Liability Company RW-09LL (12-01-03)

and distances: (1) N.10°14'44"W. 38.94 feet; (2) thence N.12°09'17"W. 300.17 feet; (3) thence N.10°14'44"W. 197.58 feet to the northerly boundary line of said Lot 15; thence East 20.32 feet along said northerly boundary line to a point 138.00 feet perpendicularly distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1121+93.96; thence S.10°14'44"E. 193.63 feet parallel with said right of way control line to a point 138.00 feet perpendicularly distant easterly from the right of way control line of said Project, opposite Engineers Station 1120+00.33; thence S.12°09'17"E. 300.17 feet to a point 148.00 feet perpendicularly distant easterly from the right of way control line of said Project, opposite Engineers Station 117+00.33; thence S.10°14'44"E. 42.91 feet parallel with said right of way control line to the southerly boundary line of said subdivision and the southerly section line of said Section 13 at a point 148.00 feet perpendicularly distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1116+57.42; thence N.89°55'40"W. 20.33 feet along said southerly boundary line and said section 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 10,733 square feet in area or 0.246 acre, of which 6,910 square feet or 0.159 acre is contained within the existing Public Utility Easement as shown on said subdivision. Balance is 3,823 square feet or 0.087 acre.

(Note: Rotate above bearings 00°14'19" clockwise to equal Highway bearings. Basis of Bearing is N.89°55'40"W. between the Southeast Corner and the South 1/4 Corner of said Section 13.)

**IN WITNESS WHEREOF**, said Miller Family Real Estate, 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 \_\_\_\_\_ ) Miller Family Real Estate, L.L.C.  
 ) ss. Limited Liability Company  
COUNTY OF \_\_\_\_\_ )  
By \_\_\_\_\_  
Manager

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, the undersigned officer, who acknowledged herself/himself to be the manager/a member of Miller Family Real Estate, L.L.C., a Limited Liability Company, and in that capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by herself/himself as the manager/a member.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public