

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

12488189
03/03/2017 03:03 PM \$0.00
Book - 10535 Ps - 767-776
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
746 WINCHESTER ST STE 100
SLC UT 84107
BY: LHP, DEPUTY - WI 10 P.



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: F-0209(31)7 Parcel No.(s): 105:A, 105:E
Job/Proj / Auth No: 54263 Pin No: 12560
Project Location: I-15, 9000 South Interchange
County of Property: SALT LAKE Tax ID / Sidwell No: 27-01-251-039
Property Address: 200 West 9000 South SANDY UT, 84070
Owner / Grantor (s): Miller Family Real Estate, L.L.C., a Utah limited liability company
Owner's Address: 9350 South 150 East #1000, Sandy, UT, 84070
Owner's Home Phone: Owner's Work Phone:

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, L.L.C., a Utah limited liability company ("Property Owners") and Utah Department of Transportation (UDOT).

Property Owners hereby grant to Deputy, 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 Deputy 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 \$202,100.00 (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. Deputy 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 Deputy.

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 Deputy to the Property Owners under this Agreement. Deputy 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 Deputy 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 Deputy 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 Deputy desires to obtain title insurance in connection with the release of the deposit, Deputy 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-0209(31)7 Parcel No.(s): 105:A, 105:E

Job/Proj / Auth No: 54263

Pin No: 12560

Project Location: I-15, 9000 South Interchange

County of Property: SALT LAKE Tax ID / Sidwell No: 27-01-251-039

Property Address: 200 West 9000 South SANDY UT, 84070

Owner / Grantor (s): Miller Family Real Estate, L.L.C., a Utah limited liability company

Owner's Address: 9350 South 150 East #1000,Sandy,UT,84070

Owner's Home Phone:

Owner's Work Phone:

a satisfactory settlement can not be agreed upon, Deputy 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, Deputy 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:

Grantor and Grantee agree to exchange property as proposed on the attached Exhibit B, subject to the approval of the Transportation Commission and senior UDOT leadership. The parties agree the values per square foot will be same for both parties for the trade. The balance not credited by the trade will be paid the respective party owing to the other party in terms of cash.

[Signatures and Acknowledgments to Follow Immediately]

Project No: F-0209(31)7 Parcel No.(s): 105:A, 105:E
 Job/Proj / Auth No: 54263 Pin No: 12560
 Project Location: I-15, 9000 South Interchange
 County of Property: SALT LAKE Tax ID / Sidwell No: 27-01-251-039
 Property Address: 200 West 9000 South SANDY UT, 84070
 Owner / Grantor (s): Miller Family Real Estate, L.L.C., a Utah limited liability company
 Owner's Address: 9350 South 150 East #1000, Sandy, UT, 84070
 Owner's Home Phone: Owner's Work Phone:

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

DATED this 23 day of February, 2017

[Signature] Property Owner
 _____ Property Owner
 _____ Property Owner
 _____ Property Owner

STATE OF UTAH
 County of Salt Lake

On the 23 day of February, 2017, personally appeared before me

Scott Bates 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 day of MARCH, 2017
[Signature]
 UDOT Director / Deputy Director of Right of Way

STATE OF UTAH
 County of Salt Lake

On the 15 day of March, 2017, personally appeared before me

James Dischewski the signer(s) of this Agreement for Deputy
 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
(Limited Liability Company)

Salt Lake County	Tax ID No.	27-01-251-016
		27-01-251-021
		27-01-251-026
		27-01-251-027
		27-01-251-036
		27-01-251-037
		27-01-251-039
	PIN No.	12560
	Project No.	F-0209(31)7
	Parcel No.	0209:105:A

Miller Family Real Estate, L.L.C.

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
Salt Lake County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing highway State Route 209 known as Project No. F-0209(31)7, being part of an entire tract of property situate in the SW1/4NE1/4 of Section 1, T.3S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in said existing northerly right of way line, which point is 1,478.22 feet S.89°53'00"W. and 73.00 feet N.00°07'00"W. from a Salt Lake County monument in the intersection of SR-209 (9000 South Street) and State Street, said point is also 166.19 feet N.00°01'02"E. along the section line and

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

PIN No.	12560
Project No.	F-0209(31)7
Parcel No.	0209:105:A

1,266.58 feet S.89°58'58"E. from the Center Quarter Corner of said Section 1, said point is also approximately 55.95 feet perpendicularly distant northerly from the control line of said project opposite engineer station 119+16.22; and running thence along said existing northerly right of way line the following three (3) courses: (1) S.89°53'00"W. 434.09 feet; (2) thence N.88°13'07"W. 62.26 feet; (3) thence S.89°52'22"W. (S.89°53'00"W. by record) 66.05 feet to the northerly right of way and no-access line of said existing highway; thence along said existing northerly right of way and no-access line the following four (4) courses: thence S.89°52'22"W. (S.89°53'00"W. by record) 124.71 feet; (2) thence N.75°05'47"W. 108.27 feet; (3) thence N.50°39'07"W. 49.21 feet; (4) thence N.27°07'50"W. 11.66 feet to a point designated as Point "A", which point is 132.43 feet perpendicularly distant northerly from said control line opposite engineer station 110+81.70; thence N.61°24'53"E. 5.44 feet to a point 135.00 feet perpendicularly distant northerly from said control line opposite engineer station 110+86.50; thence S.39°25'56"E. 13.51 feet to the beginning of a 132.44-foot radius non-tangent curve to the left at a point 124.50 feet perpendicularly distant northerly from said control line opposite engineer station 110+95.00; thence southeasterly along the arc of said curve 85.57 feet through a delta of 37°01'06" (Note: chord to said curve bears S.62°48'35"E. for a distance of 84.09 feet) to the beginning of a 1,328.87-foot radius non-tangent curve to the left at a point 85.50 feet perpendicularly distant northerly from said control line opposite engineer station 111+69.50; thence easterly along the arc of said curve 185.75 feet through a delta of 8°00'32" (Note: chord to said curve bears S.84°14'46"E. for a distance of 185.60 feet) to the beginning of a 1,328.87-foot radius non-tangent curve to the left at a point designated as Point "B", which point is 65.47 feet perpendicularly distant northerly from said control line opposite engineer station 113+54.02; thence along the arc of said curve 51.99 feet through a delta of 2°14'31" (Note: chord to said curve bears S.89°22'18"E. 51.99 feet) to a point 64.50 feet perpendicularly distant northerly from said control line opposite engineer station 114+06.00; thence N.89°46'05"E. 242.58 feet to a point 63.61 feet perpendicularly distant northerly from said control line opposite engineer station 116+48.58; thence S.89°59'37"E. 270.43 feet to the beginning of a 24.23-foot radius non-tangent curve to the left; thence easterly along the arc of said curve 2.90 feet through a delta of 6°51'32" (Note: Chord to said curve bears N.88°18'34"E. for a distance of 2.90 feet) to said existing northerly right of way line at a point 61.56 feet perpendicularly distant northerly from said control line opposite engineer station 119+21.90; thence S.44°51'38"W. 7.99 feet along said existing northerly right of way 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 5,506 square feet or 0.126 acre in area, more or less.

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, Grantor hereby releases and relinquishes to said Utah Department of Transportation any and all rights appurtenant to its remaining property of said Grantor by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from Grantor's remaining property

Continued on Page 3
LIMITED LIABILITY RW-01LL (11-01-03)

PAGE 3

PIN No. 12560
Project No. F-0209(31)7
Parcel No. 0209:105:A

contiguous to the above described lands hereby conveyed, to or from said highway between said designated Point "A" and said designated Point "B".

(Note: Rotate all bearings in the above descriptions 00°15'29" clockwise to obtain highway bearings.)

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 _____)
) ss.
COUNTY OF _____)

_____ Miller Family Real Estate, L.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 _____ Miller Family Real Estate, L.L.C., 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)

Salt Lake County	Tax ID No.	27-01-251-016 27-01-251-021 27-01-251-026 27-01-251-027 27-01-251-036 27-01-251-037 27-01-251-039
	PIN No.	12560
	Project No.	F-0209(31)7
	Parcel No.	0209:105:E

Miller Family Real Estate, L.L.C.
a Utah Limited Liability Company, Grantor(s),
hereby GRANTS & 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
Salt lake County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property situate in the SW1/4NE1/4 of Section 1, T.3S., R.1W., S.L.B.&M., in Salt Lake County, Utah, for the purpose of constructing roadway improvements, side treatments and appurtenant parts thereof and blending slopes to facilitate the widening of the existing highway State Route 209 known as Project No. F-0209(31)7. 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 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 of land are described as follows:

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

Beginning at a point in the northerly right of way line of said existing highway, which point is 1,478.22 feet S.89°53'00"W. and 73.00 feet N.00°07'00"W. and 7.99 feet N.44°51'38"E. from a Salt Lake County monument in the intersection of SR-209 (9000 South Street) and State Street, said point is also 171.85 feet N.00°01'02"E. along the section line and 1,272.21 feet S.89°58'58"E. from the Center Quarter Corner of said Section 1, said point is also approximately 61.56 feet perpendicularly distant northerly from the control line of said project opposite engineer station 119+21.90; and running thence along the arc of a 24.23-foot radius curve to the right 2.90 feet through a delta of 06°51'32" (Note: chord to said curve bears S.88°18'35"W. for a distance of 2.90 feet); thence N.89°59'37"W. 270.43 feet; thence S.89°46'05"W. 242.58 feet to the beginning of a 1,328.87-foot radius non-tangent curve to the right; thence thence westerly along the arc of said curve 237.75 feet through a delta of 10°15'03" (Note: chord to said curve bears N.85°22'02"W. for a distance of 237.43 feet) to the beginning of a 132.44-foot radius non-tangent curve to the right; thence northwesterly along the arc of said curve 85.57 feet through a delta of 37°01'06" (Note: chord to said curve bears N.62°48'35"W. for a distance of 84.09 feet); thence N.39°25'56"W. 13.51 feet; thence S.61°24'53"W. 5.44 feet to said existing northerly right of way line; thence N.27°07'50"W. 10.00 feet along said existing northerly right of way line; thence N.60°12'46"E. 13.53 feet; thence S.38°53'42"E. 21.71 feet to the beginning of a 122.23-foot radius non-tangent curve to the left; thence southeasterly along the arc of said curve 78.49 feet through a delta of 36°47'40" (Note: chord to said curve bears S.63°02'45"E. for a distance of 77.15 feet) to the beginning of a 1,305.60-foot radius non-tangent curve to the left; thence easterly along the arc of said curve 236.26 feet through a delta of 10°22'05" (Note: chord to said curve bears S.85°20'05"E. for a distance of 235.93 feet); thence N.89°46'05"E. 242.63 feet; thence S.89°59'37"E. 283.21 feet to said existing northerly right of way line; thence S.44°51'38"W. 13.99 feet along said existing northerly right of way line to the point of beginning. The above described part of an entire tract of land contains 8,675 square feet or 0.199 acre in area, more or less.

(Note: Rotate all bearings in the above descriptions 00°15'29" clockwise to obtain highway bearings.)

After said roadway improvements, side treatments and appurtenant parts thereof and blending slopes 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 facilities and appurtenant parts thereof.

PIN No. 12560
Project No. F-0209(31)7
Parcel No. 0209:105:E

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 _____.

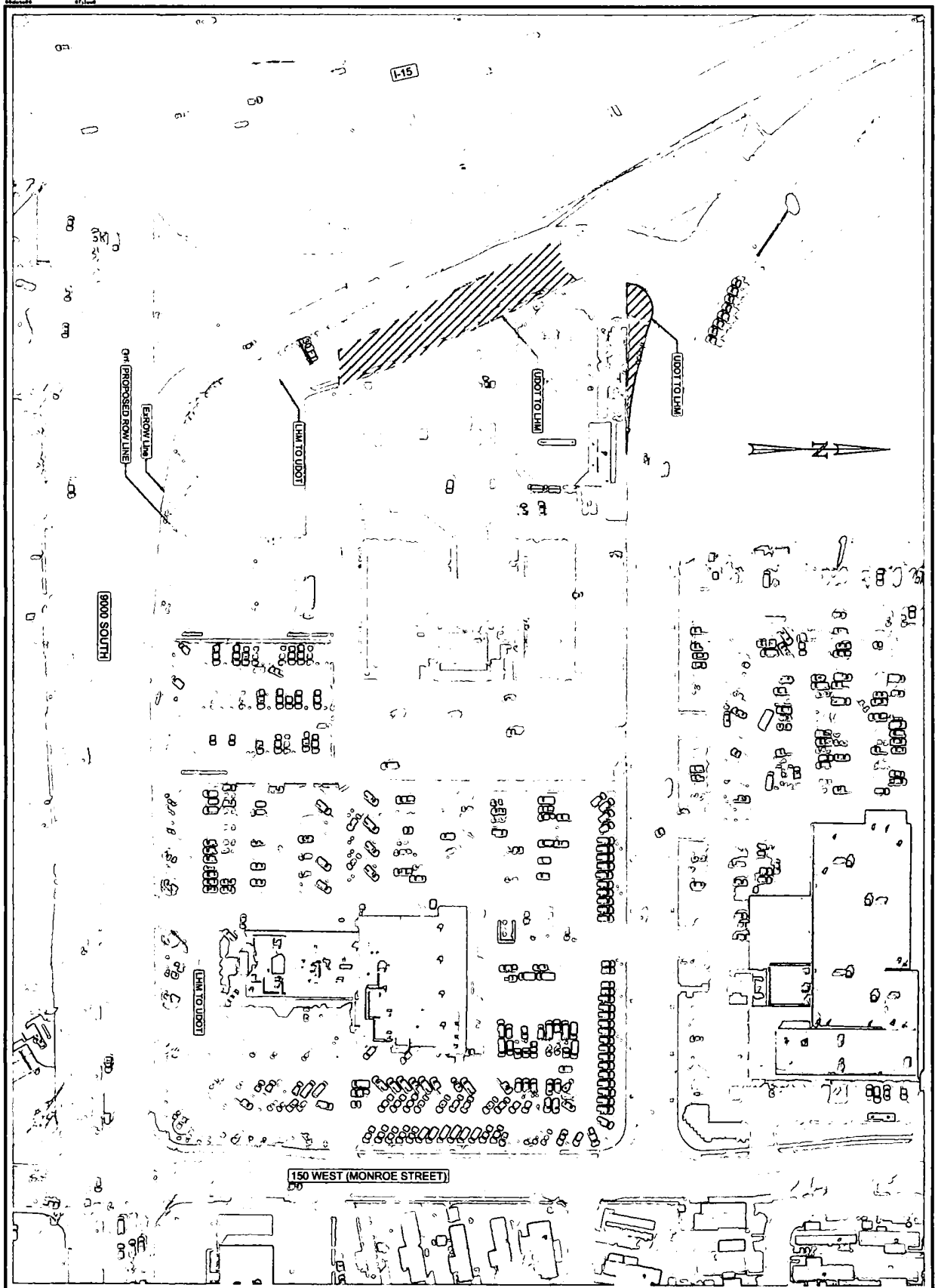
STATE OF _____)
) ss. Miller Family Real Estate, L.L.C.
COUNTY OF _____) Limited Liability Company
By _____
Manager

On the date first above written personally appeared before me,
_____, who, being by me duly sworn, says that he is the
Manager of Miller Family Real Estate, L.L.C., 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

Exhibit "B"



BY LEADER	PROJECT I-15, 9000 SOUTH INTERCHANGE		UTAH DEPARTMENT OF TRANSPORTATION		REVISIONS			
	PROJECT NUMBER F-0209(317) PM 12560		APPROVED LOCHNER					
			PROFESSIONAL ENGINEER		DATE 01/12/17	DRAWN BY	QC CHECKED BY	
					NO.	DATE	APPROVED BY	REMARKS