

M.

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

ENT 17288:2018 PG 1 of 8
Jeffery Smith
Utah County Recorder
2018 Feb 22 10:55 AM FEE 24.00 BY SW
RECORDED FOR Meridian Title Company
ELECTRONICALLY RECORDED



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-I15-6(228)280 Parcel No.(s): 263:A, 263: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: 41:375:0001
Property Address: 1060 W State St LEHI UT, 84043
Owner's Address: PO Box 437, Lehi, UT, 84043
Owner's Home Phone: Owner's Work Phone: (559)367-3134
Owner / Grantor (s): JD XIII, 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 JD XIII, 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 \$13,400.00 (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-I15-6(228)280 Parcel No.(s): 263:A, 263: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: 41:375:0001
Property Address: 1060 W State St LEHI UT, 84043
Owner's Address: PO Box 437, Lehi, UT, 84043
Owner's Home Phone: Owner's Work Phone: (559)367-3134
Owner / Grantor (s): JD XIII, 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:

[Signatures and Acknowledgments to Follow Immediately]

Project No: S-I15-6(228)280 Parcel No.(s): 263:A, 263: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: 41:375:0001
Property Address: 1060 W State St LEHI UT, 84043
Owner's Address: PO Box 437, Lehi, UT, 84043
Owner's Home Phone: Owner's Work Phone: (559)367-3134
Owner / Grantor (s): JD XIII, LLC
Grantee: Utah Department of Transportation (UDOT)/The Department

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

DATED this 2nd day of February, 2018

[Signature]
Property Owner
Property Owner

Property Owner
Property Owner

STATE OF UTAH
County of Utah

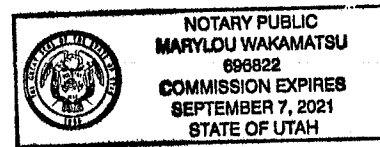
On the 2 day of February, 2018, personally appeared before me

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

[Signature]
NOTARY PUBLIC

DATED this 6th day of February, 2018

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

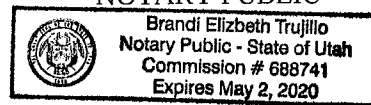


STATE OF UTAH
County of Salt Lake

On the 6th day of February, 2018, personally appeared before me

Lyle D McMillan 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

(CONTROLLED ACCESS)
(LIMITED LIABILITY COMPANY)
Utah County

Tax ID No. 41:375:0001
PIN No. 12158
Project No. S-115-6(228)280
Parcel No. S-115-6:263:A

JD XIII, LLC, 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-115-6(288)280 being part of an entire tract of property situate in Lot 1, Plat "A", Huerta Subdivision, according to the official plat thereof, recorded August 11, 1997 as Entry No. 61062 in Book 41, on Page 375 in the office of the Utah County Recorder, in the NW1/4 SW1/4 of Section 5, 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 northwest corner of said Lot 1, Plat A, Huerta Subdivision, being in the existing southwesterly highway right of way and no-access line of said I-15, at a point 168.43 feet radially distant southwesterly from the right of way control line of said Project, opposite approximate Engineers Station 2218+29.17; and running thence S.55°04'56"E. 50.37 feet along the northeasterly boundary line to the northeast corner of said Lot 1; thence S.23°38'58"W.10.95 feet along the southeasterly boundary of said Lot 1 to a point 176.13 feet radially distant southwesterly from the right of way control line of said Project, opposite approximate Engineers Station 2217+75.32; thence N.61°00'07"W. 55.31 feet to the northwesterly boundary line of said Lot 1; thence N.43°33'00"E. 16.63 feet along said northwesterly 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.

Page 2

PIN No. 12158
Project No. S-115-6(228)280
Parcel No. S-115-6:263:A

The above described parcel of land contains 716 square feet in area or 0.016 acre.

(Note: Rotate above bearings 0°02'37" clockwise to equal Highway bearings).

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 JD XIII, LLC, has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20 _____.

STATE OF

)

JD XIII, LLC

) 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 JD XIII, LLC, 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

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. 41-375-0001
Utah County PIN No. 12158
Project No. S-115-6(228)280
Parcel No. S-115-6:263:E

JD XIII, LLC, 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 Utah County, State of Utah, to-wit:

A temporary easement upon part of an entire tract of land situate in Lot 1, Plat "A", Huerta Subdivision, according to the official plat thereof, recorded August 11, 1997 as Entry No. 61062 in Book 41, on Page 375 in the office of the Utah County Recorder, in the NW1/4 SW1/4 of Section 5, Township 5 South, Range 1 East, Salt Lake Base and Meridian for the purpose of widening of existing I-15, known as Project No. S-115-6(228)280. The easements 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 northwesterly boundary line of said Lot 1 and the southwesterly highway right of way and no-access line of said Interstate 15, which point is 16.63 feet S.43°33'00"W. from the northwest corner of said Lot 1, Plat A, Huerta Subdivision,

Page 2

PIN No. 12158
Project No. S-115-6(228)280
Parcel No. S-115-6:263:E

at a point 185.00 feet radially distant southwesterly from the right of way control line of said Project, opposite approximate Engineers Station 2218+30.78; and running thence S.61°00'07"E. 55.31 feet along said highway right of way and no-access line to the southeasterly boundary line of said Lot 1; thence S.23°38'58"W. 10.04 feet along said southeasterly boundary line to a point 185.85 feet radially distant southwesterly from the right of way control line of said Project, opposite approximate Engineers Station 2217+72.73; thence N.61°00'07"W. 58.84 feet to said northwesterly boundary line; thence N.43°33'00"E. 10.33 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 part of an entire tract contains 571 square feet in area or 0.013 acre.

(Note: Rotate above bearings 0°02'37" clockwise to equal Highway bearings).

Page 3

PIN No. 12158
Project No. S-115-6(228)280
Parcel No. S-115-6:263:E

IN WITNESS WHEREOF, said JD XIII, LLC has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20 _____.

STATE OF)		<u>JD XIII, LLC</u>
) 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 JD XIII, LLC, 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