

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

UDOT Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-I15-7(341)295 Parcel No.(s): 252, 252:2E, 252:3E, 252:E

Pin No: 15669 Job/Proj No: 72712 Project Location: I-15 NB; Bangert Hwy to I-215
County of Property: SALT LAKE Tax ID / Sidwell No: 27-01-401-024 Property
Address: 203 West 9000 South SANDY UT, 84070
Owner's Address: 9090 South Sandy Parkway, Sandy, UT, 84070
Owner's Home Phone: Owner's Work Phone: (801)707-8216
Owner / Grantor (s): Sandy Tech Center One, LLC, a Utah limited liability company
Grantee: Utah Department of Transportation (UDOT)/The Department

Acquiring Entity: Utah Department of Transportation (UDOT)

For the subject property described in the attached Exhibit A.

This Right of Entry and Occupancy Agreement ("Agreement") is entered between Sandy Tech Center One, LLC, a Utah limited liability company ("Property Owner"), At Home Stores LLC, a Delaware limited liability company ("Tenant"), and Utah Department of Transportation (UDOT).

Subject to the conditions set forth herein, Property Owner and Tenant 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 Owner and Tenant understand that they, by executing this Agreement, have waived and abandoned all defenses to the acquisition of the property by UDOT. For the avoidance of doubt, the foregoing waiver shall in no event prevent Property Owner and Tenant from pursuing any settlement, award or other form of just compensation in connection with the acquisition of the property by UDOT, as such acquisition is contemplated by this Agreement.

The sum of \$83,897.00 (the "Deposit") will be paid into escrow, an interest bearing account, at a title company for the benefit of Property Owner and/or Tenant, subject to the terms set forth herein, 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 Owner and/or Tenant.

This Agreement shall constitute a right of entry agreement for purposes of Utah Code § 59-2-1337 for the subject property described in the attached Exhibit A.

The parties to this Agreement understand that a title report may indicate that there are interest holders in deeds of

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trust or other interests who may have a claim to any proceeds paid by UDOT to the Property Owner under this Agreement. To the extent it is determined that any such payments need be made, UDOT reserves the right to approve the release of the Deposit to Property Owner and to require a partial reconveyance of any such deed of trust or other interest, with all funds required to be paid to secure such a partial reconveyance being deducted from the Deposit and any eventual agreement or jury award of just compensation. Alternatively, the funds may be released subject to an appropriate consent to be bound or other legally binding agreement by such interest holder(s) (i.e., lender) that would otherwise protect UDOT's interest in ensuring that the Deposit is paid to the party legally entitled to receive such funds and/or such party(ies) consent to be bound by this Agreement. Subject to UDOT's consent as provided for herein, which shall not be unreasonably withheld or conditioned, it is the intent of the parties that Property Owner will be able to withdraw the Deposit prior to initiation of eminent domain proceedings if the requirements of this Paragraph can be satisfied. Notwithstanding the foregoing, UDOT agrees that any claims to just compensation, if any, by Tenant caused as a result of UDOT's taking that is the subject of this Agreement will be the responsibility of UDOT, and UDOT specifically reserves any and all defenses and arguments it may have to such claims. Notwithstanding anything in this Paragraph or elsewhere in this Agreement, nothing in this Paragraph or elsewhere in this Agreement is intended to nor shall it create any contractual right to compensation beyond what is provided for in Utah takings/eminent domain law.

This Agreement is granted without prejudice to the rights of the Property Owner and/or Tenant, pending any settlement, to contest the amount of just compensation to be paid the Property Owner and/or Tenant for the property described in Exhibit A. If a satisfactory settlement cannot be agreed upon, UDOT will, upon notice from the Property Owner and/or Tenant 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 Owner and/or Tenant, 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.

Upon the filing of a condemnation action and granting of an order of occupancy pursuant to Utah Code 78B-6-510, which Property Owner and Tenant agree not to oppose, the parties agree that the Deposit shall be filed with the Clerk of Court for the purposes set forth in and subject to Utah Code 78B-6-510. In addition, at the time the Deposit is filed with the Clerk of Court, any interest accrued on the Deposit shall be paid to the Property Owner (or its designee) as additional consideration for entering into this Agreement. If a resolution is reached by the parties without the Deposit having been filed with the Clerk of Court, any interest accrued on the Deposit shall not be deducted from the final settlement amount, but instead shall be paid to the Property Owner (or its designee) as separate consideration for entering into this Agreement in addition to the final settlement amount.

If the Property Owner and/or Tenant 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 Owner and/or Tenant 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 Owner and/or Tenant are displaced by the acquisition of this property and are not conditional upon the Property Owner and/or Tenant 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. It is understood that, according to state law, any additional compensation that is ordered to be paid to the Property Owner and/or Tenant 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 Owner and/or Tenant over and above that

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Property Address: 203 West 9000 South SANDY UT, 84070

Owner's Address: 9090 South Sandy Parkway, Sandy, UT, 84070

Owner's Home Phone: Owner's Work Phone: (801)707-8216

Owner / Grantor (s): Sandy Tech Center One, LLC, a Utah limited liability company

Grantee: Utah Department of Transportation (UDOT)/The Department

paid with this Agreement, calculated from the date of entry upon the property.

Additional Terms:

- UDOT agrees that it will not close the property's access to 255 West until it is necessary for its project, but in no event earlier than January 1, 2020. In any event, UDOT agrees to provide to Property Owner and Tenant at least 30 days prior notice prior to closure of its intent to close 255 West. Notice by email to counsel for the Property Owner shall be sufficient to meet this notice requirement. The notice required by the preceding sentence shall be in writing and shall be deemed to have been given: (a) when delivered by express mail or courier service providing confirmation of delivery to the address set forth below; (b) when delivered by overnight mail from a reputable courier; (c) on the third (3rd) business day after being properly deposited in United States registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below; or (d) the date any delivery in the manner described in (a), (b) or (c) above is refused. The notice addresses shall be as follows:

If to Property Owner: At the address set forth above in the header

If to Tenant: AT HOME STORES LLC
1600 East Plano Parkway
Plano, Texas 75074
Attention: Vice President of Real Estate
RE: Store No. 138, Sandy, UT

With a required copy to:

AT HOME STORES LLC
1600 East Plano Parkway
Plano, Texas 75074
Attention: General Counsel
RE: Store No. 138, Sandy, UT

- Within 14 days of the execution of this Agreement, UDOT agrees to pay Property Owner \$86,403 ("Road Construction Costs"). The Road Construction Costs is the amount estimated by the Integra Realty appraisal as the costs of constructing a new truck access road to Monroe Street. Property Owner agrees that it will use these funds to pay for and construct a temporary access road through its property to the south. Property Owner and Tenant reserve all claims for damages relating to changes of access caused by the closure of 255 West, including but not limited to the following: that the temporary access road is a permanent workable; that the temporary access road mitigates the damages caused by the closure of 255 West; and claims for additional reimbursement should the actual construction of the temporary access road be more than the Road Construction Costs. Similarly, UDOT reserves the right to contest any damages claims.
- UDOT agrees to work in good faith to try to find a mutually agreeable solution to access issues created by the closure of 255 West. UDOT also agrees to coordinate with Sandy City and work in good faith to try to find a mutually agreeable solution to access issues created by Sandy City's proposed reconstruction of Monroe Street. UDOT agrees that it will work in good faith to investigate the possibility of relocating the existing 90th South access to the west, in accordance with all spacing requirements. UDOT reserves any and all defenses it may have to damage claims relating to these issues.
- Within 30 days of receipt of invoices for out-of-pocket expenses incurred, UDOT agrees to reimburse Property

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Property Address: 203 West 9000 South SANDY UT, 84070

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Owner's Home Phone: Owner's Work Phone: (801)707-8216

Owner / Grantor (s): Sandy Tech Center One, LLC, a Utah limited liability company

Grantee: Utah Department of Transportation (UDOT)/The Department

Owner for the reasonable costs of relocating the on-premises At Home advertising pylon sign.

Exhibits: Exhibit A – Subject Property

[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 22nd day of November, 2019

Property Owner:

Sandy Tech Center One, LLC

By: [Signature]
Name: DAVID S. LAYTON
Title: Member

Tenant:

At Home Stores LLC

By: _____
Name: _____
Title: _____

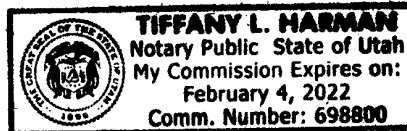
PROPERTY OWNER - SANDY TECH CENTER ONE, LLC

STATE OF UTAH
County of Salt Lake

On the 22 day of November, 2019, personally appeared before me

David S. Layton the signer(s) of the Agreement set forth above,
who duly acknowledged to me that they executed the same.

[Signature]
NOTARY PUBLIC



TENTANT - AT HOME STORES LLC

STATE OF TEXAS
County of _____

On the ___ day of _____, _____, personally appeared before me

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

NOTARY PUBLIC

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

DATED this _____ day of _____,

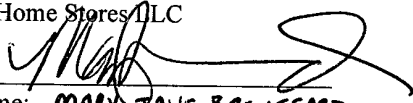
Property Owner:

Sandy Tech Center One, LLC

By: _____
Name: _____
Title: _____

Tenant:

At Home Stores LLC

By: 
Name: MARY JANE BROUSSARD
Title: SVP, GENERAL COUNSEL

PROPERTY OWNER – SANDY TECH CENTER ONE, LLC

STATE OF UTAH
County of _____

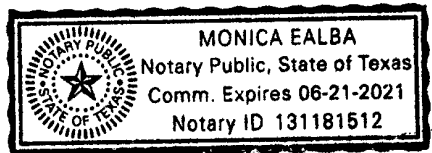
On the ___ day of _____, _____, personally appeared before me

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

NOTARY PUBLIC

TENTANT – AT HOME STORES LLC

STATE OF TEXAS
County of Collin



On the 20th day of November, 2019, personally appeared before me

Mary Jane Broussard the signer(s) of the Agreement set forth above,
who duly acknowledged to me that they executed the same.



NOTARY PUBLIC

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Owner / Grantor (s): Sandy Tech Center One, LLC, a Utah limited liability company

Grantee: Utah Department of Transportation (UDOT)/The Department

Charles A. Stormont

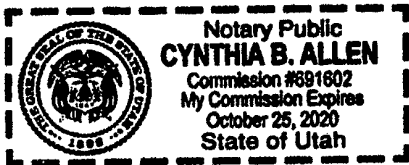
UDOT Director ~~UDOT Director~~ of Right of Way

STATE OF UTAH
County of Salt Lake

On the 22nd day of November, 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.

Cynthia B. Allen
NOTARY PUBLIC



Project No: S-I15-7(341)295 Parcel No.(s): 252, 252:2E, 252:3E, 252:E

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EXHIBIT A

SUBJECT PROPERTY

Exhibit A

252 Warranty Deed

252:E Easement

252:2E Perpetual Utility Easement

252:3E Perpetual Aerial Easement

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) Tax ID No. 27-01-401-024
Salt Lake County PIN No. 15669
Project No. S-115-7(341)295
Parcel No. 115:252

Sandy Tech Center One, LLC, a Utah Limited Liability Company, Grantor, hereby CONVEY AND WARRANT 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 an entire tract of property, situate in the NW1/4 SE1/4 of Section 1, 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 intersection of the southerly boundary line of said entire tract and the easterly right of way line of 255 West Street, being the southwest corner of said entire tract, which point is 1370.66 feet N.89°59'19"W. along the section line and 56.31 feet S.00°02'37"E and 459.16 feet S.00°02'37"E. and 112.69 feet Southwesterly along the arc of a 263.19-foot radius curve to the right (chord bears S.21°14'00"W. 111.83 feet) and 809.66 feet West from the East Quarter corner of said Section 1; and running thence N.00°04'57"W. 56.00 feet along said easterly right of way line; thence East 21.19 feet to a point 270.25 feet radially distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1243+52.30; thence S.00°14'04"E. 56.00 feet to the southerly boundary line of said entire tract at a point 267.89 feet radially distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1242+98.86; thence West 21.33 feet along said southerly 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.

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

The above described parcel of land contains 1191 square feet in area or 0.027 acre.

(Note: Rotate above bearings 0°14'04" clockwise to equal Highway bearings).

IN WITNESS WHEREOF, said Sandy Tech Center One, LLC 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 _____)

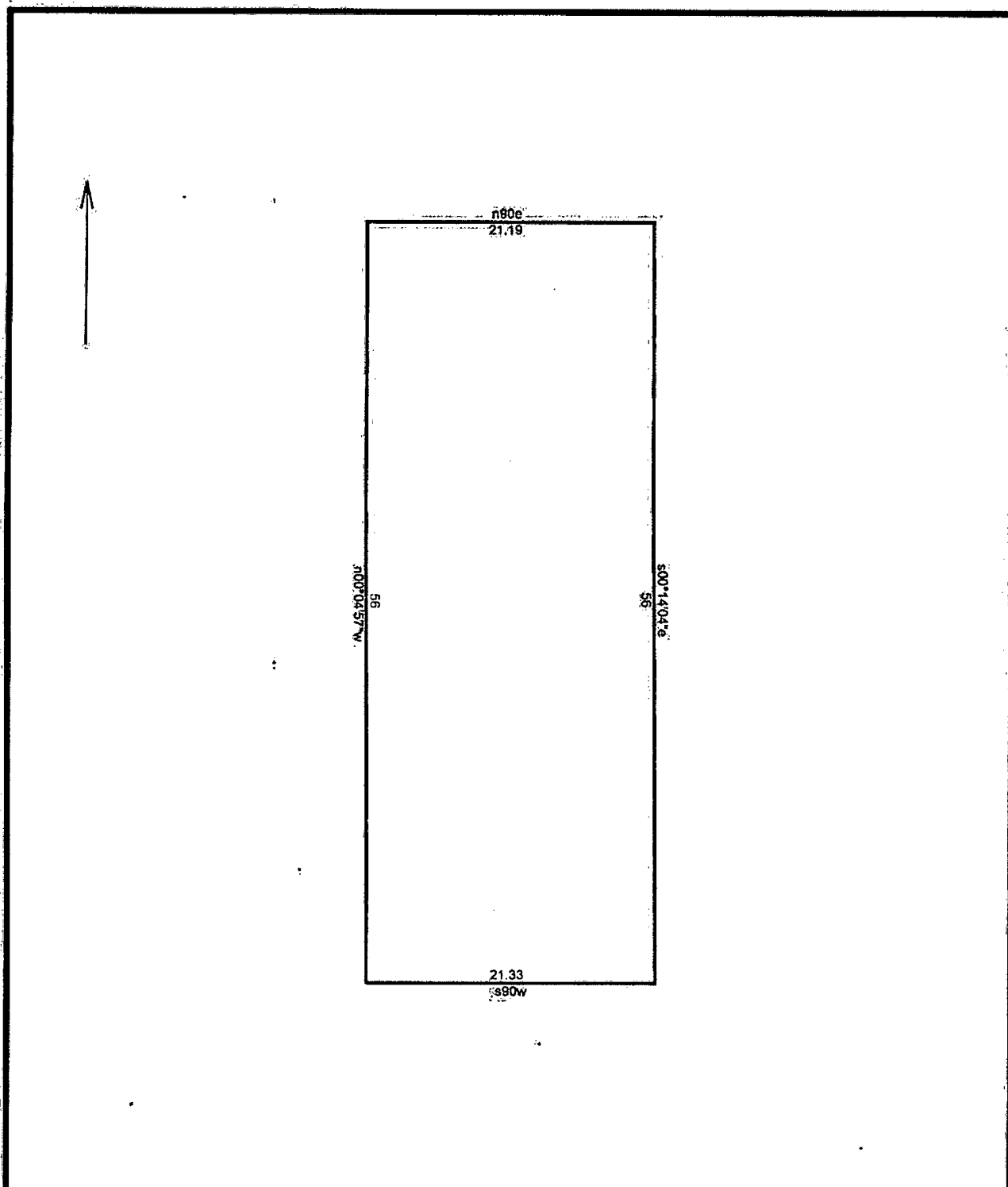
Sandy Tech Center One, LLC
Limited Liability Company

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 Sandy Tech Center One, LLC, a Utah 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



15669_S-I15-7(341)295_15P_252_DeedPlot	11/2/2018
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Scale: 1 inch= 10 feet	File: 15669_S-I15-7(341)295_15P_252_DeedPlot.ndp
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Tract 1: 0.0273 Acres (1191 Sq. Feet), Closure: s87.1409w 0.01 R. (1/18140), Perimeter=155 ft.

- 01 n00.0457w 56
- 02 n80e 21.19
- 03 s00.1404e 56
- 04 s90w 21.33

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. 27-01-401-024

Salt Lake County

PIN No. 15669

Project No. S-115-7(341)295

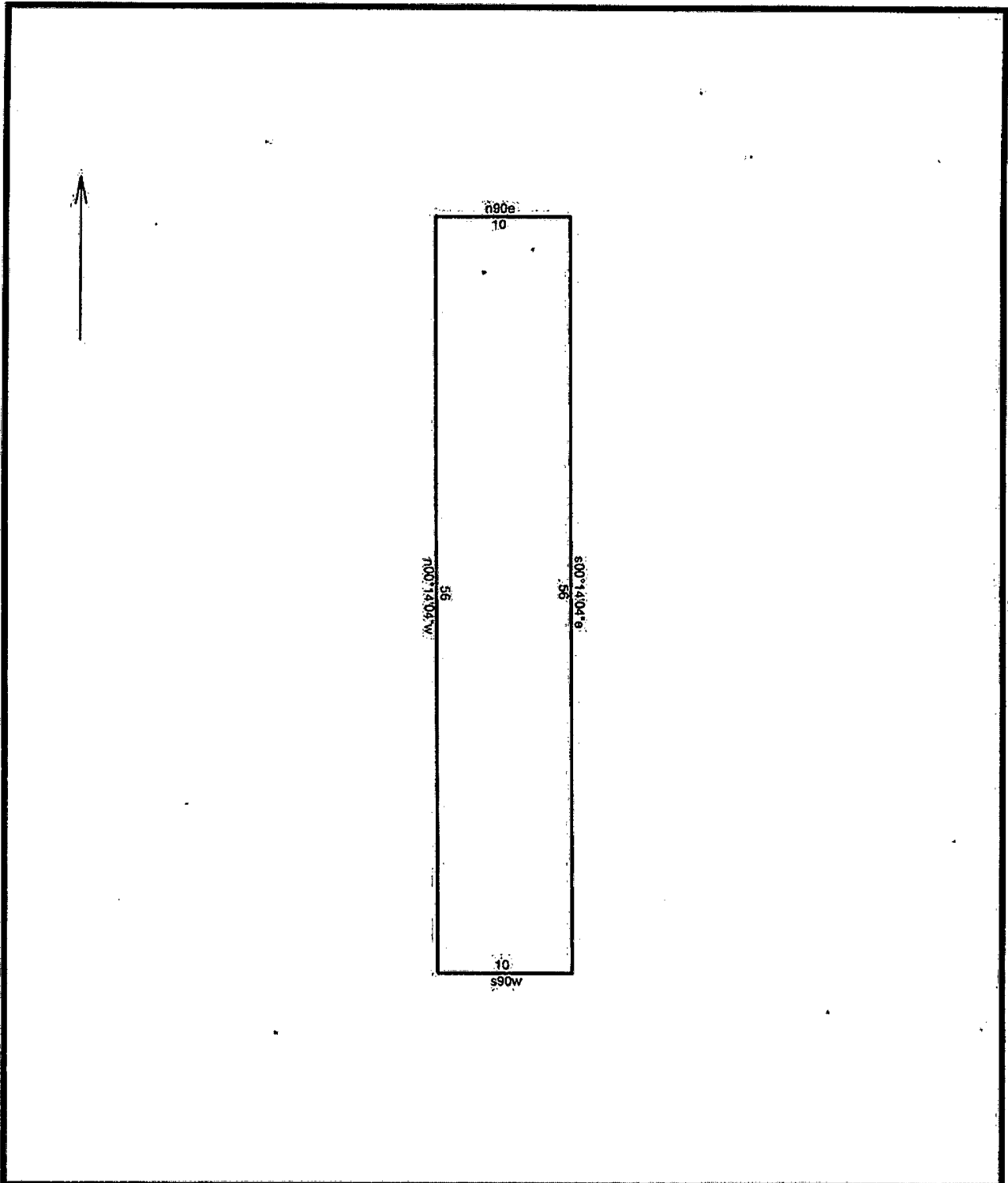
Parcel No. 115:252:E

Sandy Tech Center One, LLC, a Utah Limited Liability Company 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 the NW1/4 SE1/4 of Section 1, 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, a noise wall construct, and appurtenant parts thereof incident to the widening of I-15, known as Project No. S-115-7(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 entire tract and the easterly highway right of way line of said Project at a point 267.89 feet radially distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1242+98.86, which point is 1370.66 feet N.89°59'19"W. along the section line and 56.31 feet S.00°02'37"E and 459.16 feet S.00°02'37"E. and 112.69 feet Southwesterly along the arc of a 263.19-foot radius curve to the right (chord bears S.21°14'00"W. 111.83 feet) and 788.33 feet West from the East Quarter corner of said Section 1; and running thence N.00°14'04"W. 56.00 feet along said easterly highway right of way line;

Continued on Page 2
LIMITED LIABILITY COMPANY RW-09LL (12-01-03)



15669_S-I15-7(341)295_15P_252_E_DeedPlot	11/2/2018
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Scale: 1 inch= 10 feet	File: 15669_S-I15-7(341)295_15P_252_E_DeedPlot.ndp
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Tract 1: 0.0129 Acres (560 Sq. Feet), Closure: n00.0000e 0.00 ft, (1/999999), Perimeter=132 ft.

- 01 n00.1404w 56
- 02 n90e 10
- 03 s00.1404e 56
- 04 s90w 10

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

WHEN RECORDED, MAIL TO:
Rocky Mountain Power
Attn:
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116

Perpetual Utility Easement

Salt Lake County

Tax ID No. 27-01-401-024

PIN No. 15669

Project No. S-115-7(341)295

Parcel No. I15:252:2E

For value received, Sandy Tech Center One, LLC, a limited liability company of the State of Utah ("Grantor"), hereby GRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, ("Grantee"), at 4501 South 2700 West, Salt Lake City, Utah 84114, its successors and assigns, a perpetual utility easement situate in the NW1/4 SE1/4 of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah described below; for the purpose of constructing and maintaining utilities and appurtenant parts including, but not limited to, electrical transmission, distribution and service lines, storm drains, sewer, telecommunications, natural gas, culinary and irrigation water facilities; and highway appurtenances including, but not limited to, ATMS fiber optic conduit, slopes, street and signal lighting facilities, directional and traffic information signs. A utility shall have the right to install, inspect, maintain, operate, repair, remove, replace or relocate utility facilities within the easement.

Beginning at the intersection of the southerly boundary line of said entire tract and the easterly highway right of way line of said Project at a point 267.89 feet radially distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1242+98.86, which point is which point is 1370.66 feet N.89°59'19"W. along the Quarter Section line and 56.31 feet S.00°02'37"E. and 459.16 feet S.00°02'37"E. and 112.69 feet southwesterly along the arc of a 263.19-foot radius curve to the right (chord bears S.21°14'00"W. 111.83 feet) and 788.33 feet West from the East Quarter corner of said Section 1; and running thence N.00°14'04"W. 56.00 feet along said easterly highway right of way line to a point 270.25 feet radially distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1243+52.30; thence East 32.49 feet to a point 302.70 feet radially distant easterly from the right of way control line of

Continued on Page 2
Limited Liability Company Rw-09II (12-01-03)

said Project, opposite approximate Engineers Station 1243+50.73; thence S.06°17'29"W. 56.34 feet to a point in the southerly boundary line of said entire tract being at a point 293.95 feet radially distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1242+97.83; thence West 26.08 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.

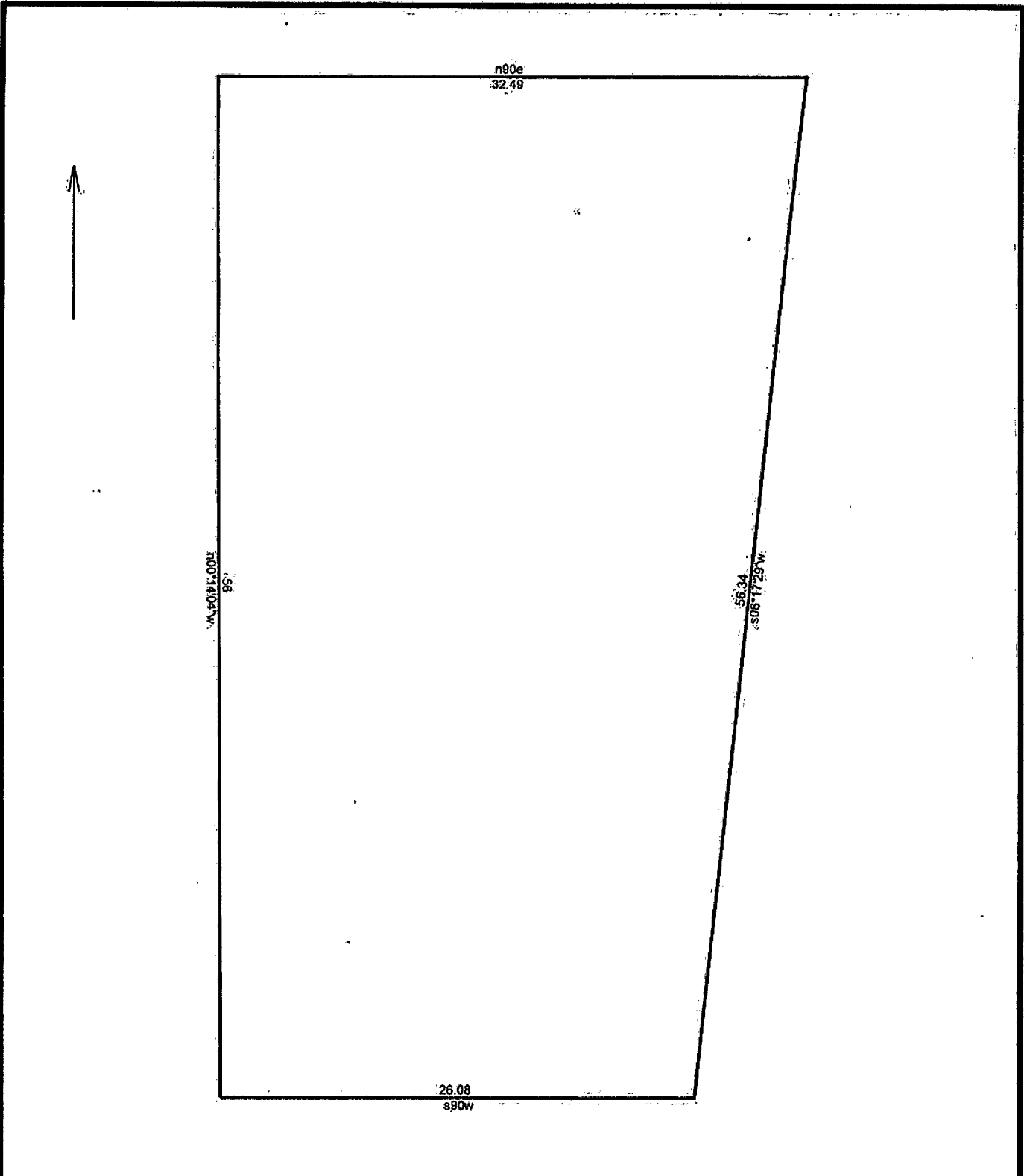
The above described part of an entire tract contains 1,640 square feet in area or 0.038 acre.

(Note: Rotate above bearings 0°14'04" clockwise to equal Highway bearings):

Grantee has the right to access the easement from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted. Grantee has the right (without payment) to keep the easement clear of all brush, trees, timber, structures, which endanger current or future facilities within the easement or impede the activities granted in this easement.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twenty (20) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the easement. Subject to the foregoing limitations, the surface of the easement may be used for agricultural crops and other purposes not inconsistent with the purposes for which this easement has been granted. The rights and obligations of the parties shall be binding upon and shall benefit their respective heirs, successors and assigns Grantor with the consent of the Utah Department of Transportation shall have the right to lessen but not to increase the vertical distance or grade of the cut and/or fill slopes.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.



15669_S-I15-7(341)295_18P_252_2E_DeedPlot 3/20/2019

Scale: 1 inch= 7 feet File: 15669_S-I15-7(341)295_18P_252_2E_DeedPlot.ndp

Tract 1: 0.0376 Acres (1640 Sq. Feet), Closure: n80.2358w 0.01 ft. (1/24620), Perimeter=171 ft.

- 01 n00.1404w 56
- 02 n90e 32.49
- 03 s06.1729w 56.34
- 04 s90w 26.08

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

WHEN RECORDED, MAIL TO:
Rocky Mountain Power
Attn:
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116

Perpetual Aerial Easement

Project Name: I-15 NB; Bangerter Hwy to I-215

Tax ID No. 27-01-401-024

PIN No. 15669

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

Parcel No. I15:252:3E

For value received, Sandy Tech Center One, LLC, a limited liability company of the State of Utah ("Grantor"), hereby GRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, ("Grantee"), at 4501 South 2700 West, Salt Lake City, Utah 84114 its successors and assigns, a perpetual aerial easement situate in the NW1/4 SE1/4 of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah for the installation, maintenance and repair of overhead power lines in an air space ranging from 25 feet above the existing grade to 130 feet above the existing grade, and coincident with the boundary of the property described below; and for the blow out of the electrical lines within the easement. The perpetual easement described herein does not convey any right(s) except as stated herein; nor does it prevent landowner and/or successors from using the surface of the real property described herein in any manner consistent with the use permitted by this easement.

Beginning in the southerly boundary line of said entire tract at a point 302.70 feet radially distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1243+50.73, which point is which point is 1370.66 feet N.89°59'19"W. along the Quarter Section line and 56.31 feet S.00°02'37"E. and 459.16 feet S.00°02'37"E. and 112.69 feet southwesterly along the arc of a 263.19-foot radius curve to the right (chord bears S.21°14'00"W. 111.83 feet) and 762.25 feet West from the East Quarter corner of said Section 1; and running thence N.06°17'29"E. 56.34 feet to a point 302.70 feet radially distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1243+50.73; thence East 22.94 feet to a point 325.60 feet radially distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1243+49.63; thence S.06°06'26"W. 56.32 feet to a point in the southerly boundary line of said entire tract being at to a point 317.05 feet radially distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1242+96.92; thence West 23.12 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.

The above described part of an entire tract contains 1,290 square feet in area or 0.030 acre.

(Note: Rotate above bearings 0°14'04" clockwise to equal Highway bearings).

Grantee has the right to access the easement from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted. Grantee has the right (without payment) to keep the easement clear of all brush, trees, timber, structures, which endanger current or future facilities within the easement or impede the activities granted in this easement.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twenty (20) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the easement. Subject to the foregoing limitations, the surface of the easement may be used for agricultural crops and other purposes not inconsistent with the purposes for which this easement has been granted. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

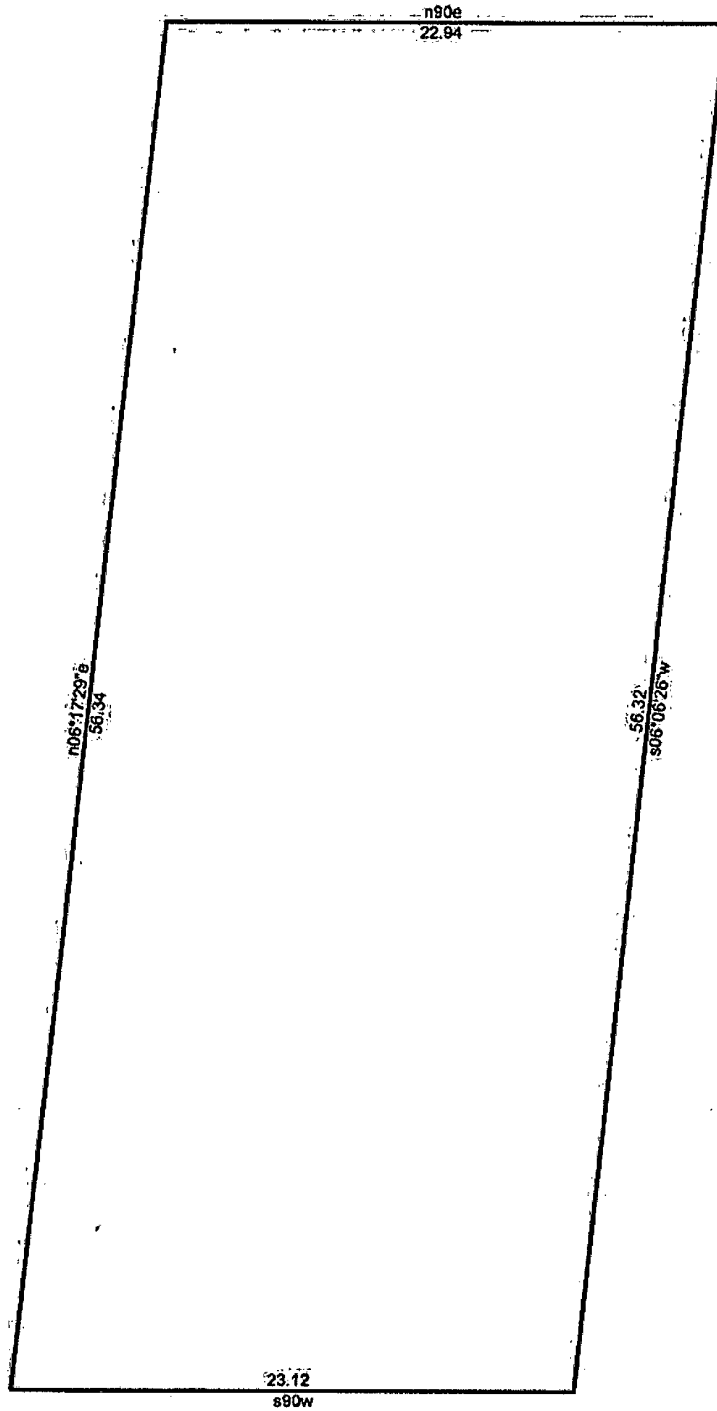
IN WITNESS WHEREOF, said Sandy Tech Center One, LLC
has caused this instrument to be executed by its proper officers thereunto duly
authorized,
this __ day of _____, A.D. 20 _____

STATE OF _____) Sandy Tech Center One, 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 Sandy Tech Center One,
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



15669_S-115-7(341)295_18P_252_3E_DeedPlot

3/20/2019

Scale: 1 inch= 7 feet

File: 15669_S-115-7(341)295_18P_252_3E_DeedPlot.ndp

Tract 1: 0.0296 Acres (1290 Sq. Feet), Closure: n00.0000e 0.00 ft, (1/72497), Perimeter=159 ft.

- 01 n06.1729e 56.34
- 02 n90e 22.94
- 03 s06.0626w 56.32
- 04 s90w 23.12