

103983-KAP

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Date 15-Nov-2022 08:06AM Fee \$0.00  
Devron Andersen, Rec. - Filed By KM  
Cache County, UT  
For COTTONWOOD TITLE INSURANCE AGENCY, IN  
Electronically Submitted by Simplifile

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



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

Project No: S-0091(57)22 Parcel No.(s): 111:2E, 111:3E, 111:C, 111:E, 111:S  
Pin No: 12614 Job/Proj No: 73855 Project Location: US-91, 3200 S, & 2000 W Intersection Realignment  
County of Property: CACHE Tax ID / Sidwell No: 03-013-0007  
Property Address: 3021 South 2000 West COLLEGE WARD UT, 84321  
Owner's Address: 3021 South 2000 West #2, WELLSVILLE, UT, 84339  
Owner's Home Phone: (435)994-1647 Owner's Work Phone:  
Owner / Grantor (s): Theador D. Zilles and Vera C. Zilles, trustees, Theador D. Zilles and Vera C. Zilles Revocable Trust dated August 19, 2003  
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 Theador D. Zilles and Vera C. Zilles, trustees, Theador D. Zilles and Vera C. Zilles Revocable Trust dated August 19, 2003 ("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 \$15,600.00 (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-0091(57)22 Parcel No.(s): 111:2E, 111:3E, 111:C, 111:E, 111:S

Pin No: 12614 Job/Proj No: 73855 Project Location: US-91, 3200 S, & 2000 W Intersection Realignment  
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 Property Address: 3021 South 2000 West COLLEGE WARD UT, 84321  
 Owner's Address: 3021 South 2000 West #2, WELLSVILLE, UT, 84339  
 Owner's Home Phone: (435)994-1647 Owner's Work Phone:  
 Owner / Grantor (s): Theodor D. Zilles and Vera C. Zilles, trustees, Theodor D. Zilles and Vera C. Zilles Revocable Trust dated August 19, 2003  
 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.

**ADDITIONAL TERMS:**

Owner agrees to allow UDOT access for construction on the parcels enumerated in this agreement while UDOT is surveying and determining the size of the triangular shaped parcel bounded by 2000 West, Hwy 91-89, and 3000 South Streets. Once the area is surveyed and the square footage is determined UDOT agrees to pay the owners \$5/sf for the total square footage of the referenced triangle parcel.

**Exhibits:**

*[Signatures and Acknowledgments to Follow Immediately]*

Project No: S-0091(57)22 Parcel No.(s): 111:2E, 111:3E, 111:C, 111:E, 111:S  
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County of Property: CACHE Tax ID / Sidwell No: 03-013-0007  
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Owner's Address: 3021 South 2000 West #2, WELLSVILLE, UT, 84339  
Owner's Home Phone: (435)994-1647 Owner's Work Phone:  
Owner / Grantor (s): Theodor D. Zilles and Vera C. Zilles, trustees, Theodor D. Zilles and Vera C. Zilles Revocable Trust dated August 19, 2003  
Grantee: Utah Department of Transportation (UDOT)/The Department

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

DATED this 21<sup>st</sup> day of October, 2022

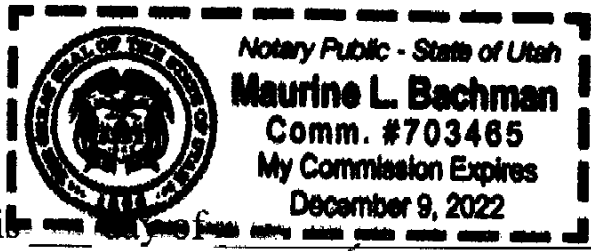
Signature: Theodor Lonney Zilles Signatures: Successor Trustee  
Print Name: Theodor Lonney Zilles Print Name:

Signature: Mickey Jen Zilles Ricks Signature: Successor Trustee  
Print Name: Mickey Jen Zilles Ricks Print Name:

STATE OF UTAH  
County of Cache

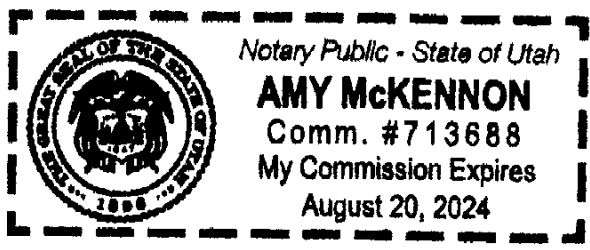
On the 21<sup>st</sup> day of October, 2022, personally appeared before me  
Theodor Lonney Zilles and Mickey Jen Zilles Ricks, Successor Trustees  
the signer(s) of the Agreement set forth above,  
who duly acknowledged to me that they executed the same.

Maurine L. Bachman  
NOTARY PUBLIC



DATED this Nov. 1, 2022

Charles H. Stormant  
UDOT ~~Director~~ Deputy Director of Right of Way



STATE OF UTAH  
County of Salt Lake

On the 1<sup>st</sup> day of November, 2022, personally appeared before me

Charles Stormant the signer(s) of this Agreement for UDOT  
who duly acknowledged to me that they executed the same.

Amy M. McKennon  
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

(TRUSTEE)  
 Cache County

Pin No. 12614  
 Tax ID. No. 03-013-0007  
 Parcel No. 0091:111:S  
 Project No. S-0091(57)22

Theador D. Zilles and Vera C. Zilles, Trustees, Theador D. Zilles and Vera C. Zilles Revocable Trust dated August 19, 2003, Grantor, of Wellsville, County of Cache, State of Utah, hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of Ten (\$10.00), Dollars, and other good and valuable considerations, the following described parcel of land in Cache County, State of Utah, to-wit:

A tract of land in fee, being part of an entire tract situate in the NW1/4 SE1/4 of Section 19, Township 11 North, Range 1 East, Salt Lake Base and Meridian, lying northwesterly of US Highway 91, in Cache County, State of Utah, for widening and improvements of the existing US Highway 91, known as Project No. S-0091(57)22. The boundaries of said tract of land are described as follows:

Beginning at a point 30.00 feet East along the center line of said Section 19 and 192.98 feet S.00°05'23"W. along the east right of way line of 2000 West, from the Center Quarter corner of said Section 19, and running thence S.89°57'29"E. 42.11 feet, to a point on the westerly right of way line of US Highway 91; thence S.36°58'44"W. 70.15 feet along said line, to a point being on the said easterly right of way line of 2000 West; thence N.00°05'23"E. (Deed = North) 56.07 feet along said line, to the point of beginning, as shown on the map of said project on file in the office of the Utah Department of Transportation.

The above tract of land contains 1,181 sq ft or 0.027 acre in area.

(Note: Rotate above bearings 00°04'59" counterclockwise to equal Highway bearings on the US-91 highway control lines for the Project No. S-0091(57)22).

STATE OF )  
 ) ss.  
COUNTY OF )

\_\_\_\_\_  
Theador D. Zilles, Trustee

\_\_\_\_\_  
Vera C. Zilles, Trustee

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, who by me being duly sworn/affirmed, that they are the \_\_\_\_\_ and that said document was signed by them on behalf of Theador D. Zilles and Vera C. Zilles, Trustees, Theador D. Zilles and Vera C. Zilles Revocable Trust dated August 19, 2003, who, acknowledge to me that they signed the within and foregoing instrument in accordance with the authority as Trustees given under the instrument creating said Trust.

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

Exhibit A

WHEN RECORDED, MAIL TO:  
Logan City Recorder  
290 North 100 West  
Logan, Utah 84321

WITH A COPY TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

### Warranty Deed

(TRUSTEE)  
Cache County

Pin No. 12614  
Tax ID. No. 03-013-0007  
Parcel No. 0091:111:C  
Project No. S-0091(57)22

Theador D. Zilles and Vera C. Zilles, Trustees, Theador D. Zilles and Vera C. Zilles Revocable Trust dated August 19, 2003, Grantor, of Wellsville, County of Cache, State of Utah, hereby CONVEYS AND WARRANTS to Logan City, a Municipality of the State of Utah, at 290 North 100 West, Logan, Utah 84321, Grantee, for the sum of Ten (\$10.00), Dollars, and other good and valuable considerations, the following described parcel of land in Cache County, State of Utah, to-wit:

A tract of land in fee, being part of an entire tract situate in the NW1/4 SE1/4 of Section 19, Township 11 North, Range 1 East, Salt Lake Base and Meridian, lying northwesterly of US Highway 91, in Cache County, State of Utah, for widening and improvements of the existing US Highway 91, known as Project No. S-0091(57)22. The boundaries of said tract of land are described as follows:

Beginning at a point 30.00 feet East along the center line of said Section 19 and 162.98 feet S.00°05'23"W. along the east right of way line of 2000 West, from the Center Quarter corner of said Section 19, point being 30.02 feet perpendicularly distant easterly from the 2000 West Driveway control line of said project opposite approximate Engineer Station 602+43.00, and running thence S.89°57'29"E. 31.98 feet, to a point being 62.00 feet perpendicularly distant easterly from said control line of said project opposite approximate Engineer Station 602+43.00; thence S.00°02'31"W. 30.00 feet, to a point being 62.00 feet perpendicularly distant easterly from said control line of said project opposite approximate Engineer Station 602+13.00; thence N.89°57'29"W. 32.00 feet, to a point on the said east right of way line of 2000 West, point also being 30.00 feet perpendicularly distant easterly from said control line of said project opposite approximate Engineer Station 602+13.00; thence N.00°05'23"E. (Deed = North) 30.00 feet along said line, to the point of beginning, as shown on the map of said project on file in the office of the Utah Department of Transportation.

The above tract of land contains 960 sq ft or 0.022 acre in area.

(Note: Rotate above bearings 00°04'59" counterclockwise to equal Highway bearings on the US-91 highway control lines for the Project No. S-0091(57)22).

(Note: Engineer Stations used in the above description are based on the 2000 West Driveway control line for said Project No. S-0091(57)22).

STATE OF )  
 ) ss.  
COUNTY OF )

\_\_\_\_\_  
Theador D. Zilles, Trustee

\_\_\_\_\_  
Vera C. Zilles, Trustee

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, who by me being duly sworn/affirmed, that they are the \_\_\_\_\_ and that said document was signed by them on behalf of Theador D. Zilles and Vera C. Zilles, Trustees, Theador D. Zilles and Vera C. Zilles Revocable Trust dated August 19, 2003, who, acknowledge to me that they signed the within and foregoing instrument in accordance with the authority as Trustees given under the instrument creating said Trust.

\_\_\_\_\_  
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

## Temporary Easement

(TRUSTEE)

Cache County

Pin No. 12614

Tax ID. No. 03-013-0007

Parcel No. 0091:111:2E

Project No. S-0091(57)22

Theador D. Zilles and Vera C. Zilles, Trustees, Theador D. Zilles and Vera C. Zilles Revocable Trust dated August 19, 2003, Grantor, of Wellsville, County of Cache, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of Ten (\$10.00), Dollars, and other good and valuable considerations, the following described easement in Cache 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 19, Township 11 North, Range 1 East, Salt Lake Base and Meridian, lying northwesterly of US Highway 91, in Cache County, State of Utah, to facilitate the construction of the roadway improvements, side treatments, blending slopes and appurtenant parts thereof for the existing US Highway 91, 3200 South, & 2000 West Intersection Realignment, known as Project S-0091(57)22. 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 two (2) years, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at a point 162.94 feet East along the center section line of said Section 19 and 16.50 feet South to a point on the south right of way line of 3000 South, from the Center Quarter corner of said Section 19; point being 85.00 feet perpendicularly distant northwesterly from the US-91 control line of said project opposite Engineer Station 148+12.71, and running thence East 11.77 feet along said line, to a point being 75.60 feet perpendicularly distant northwesterly from the US-91 control line of said project opposite Engineer Station 148+19.80; thence S.36°50'22"E. 24.95 feet, to a point being 51.63 feet perpendicularly distant northwesterly from the US-91 control line of said project opposite Engineer Station 148+12.87, point also being on the westerly right of way line of US Highway 91; thence S.36°58'44"W. 56.87 feet along said line, to a point being



Pin No. 12614

Parcel No. 0091:111:2E

Project No. S-0091(57)22

51.57 feet perpendicularly distant northwesterly from the US-91 control line of said project opposite Engineer Station 147+56.00; thence N.52°57'36"W. 33.43 feet, to a point being 85.00 feet perpendicularly distant northwesterly from the US-91 control line of said project opposite Engineer Station 147+56.00; thence N.37°02'24"E. 56.71 feet to the point of beginning, as shown on the map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 2,014 sq ft or 0.046 acre in area.

(Note: Rotate above bearings 00°04'59" counterclockwise to equal Highway bearings on the US-91 highway control lines for the Project No. S-0091(57)22).

(Note: Engineer Stations used in the above description are based on the US 91 control line for said Project No. S-0091(57)22).

STATE OF )  
 ) ss.  
COUNTY OF )

\_\_\_\_\_  
Theador D. Zilles, Trustee

\_\_\_\_\_  
Vera C. Zilles, Trustee

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, who by me being duly sworn/affirmed, that they are the \_\_\_\_\_ and that said document was signed by them on behalf of Theador D. Zilles and Vera C. Zilles, Trustees, Theador D. Zilles and Vera C. Zilles Revocable Trust dated August 19, 2003, who, acknowledge to me that they signed the within and foregoing instrument in accordance with the authority as Trustees given under the instrument creating said Trust.

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

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

## Temporary Easement

(TRUSTEE)

Cache County

Pin No. 12614

Tax ID. No. 03-013-0007

Parcel No. 0091:111:3E

Project No. S-0091-(57)22

Theador D. Zilles and Vera C. Zilles, Trustees, Theador D. Zilles and Vera C. Zilles Revocable Trust dated August 19, 2003, Grantor, of Wellsville, County of Cache, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of Ten (\$10.00), Dollars, and other good and valuable considerations, the following described easement in Cache County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property situate in the NE1/4 SW1/4 of Section 19, Township 11 North, Range 1 East, Salt Lake Base and Meridian, lying northwesterly of US Highway 91, in Cache County, State of Utah, to facilitate the construction of the roadway improvements, side treatments, blending slopes and appurtenant parts thereof for the existing US Highway 91, 3200 South, & 2000 West Intersection Realignment, known as Project S-0091(57)22. 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 two (2) years, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at a point 183.57 feet (Deed = 181 feet) West along the center section line of said Section 19 and 16.50 feet South, from the Center Quarter corner of said Section 19; point being 17.30 feet perpendicularly distant southerly from the 3000 South control line of said project opposite approximate Engineer Station 501+67.91, point also being on the south right of way line of said 3000 South, and running thence East 126.83 feet along said line, to a point being 30.00 feet radially distant southerly from the 3000 South control line of said project opposite approximate Engineer Station 502+84.58, point also being on a 180.00-foot radius non-tangent curve to the right, (Note: Chord of said curve bears S.79°14'00"W. 72.10 feet); thence westerly along the arc of said curve 72.59 feet through a

central angle of 23°06'23", to a point being 30.00 feet perpendicularly distant southerly from the 3000 South control line of said project opposite approximate Engineer Station 502+24.09; thence N.89°12'49"W. 56.01 feet, to a point being 30.00 feet perpendicularly distant southerly from the 3000 South control line of said project opposite approximate Engineer Station 501+68.08, point also being on the westerly line of said entire tract; thence North 12.70 feet along said line, to the point of beginning, as shown on the map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 1,385 sq ft or 0.032 acre in area.

(Note: Rotate above bearings 00°04'59" counterclockwise to equal Highway bearings on the US-91 highway control lines for the Project No. S-0091(57)22).

(Note: Engineer Stations used in the above description are based on the 3000 South control line for said Project No. S-0091(57)22).

STATE OF )  
 ) ss.  
COUNTY OF )

\_\_\_\_\_  
Theador D. Zilles, Trustee

\_\_\_\_\_  
Vera C. Zilles, Trustee

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, who by me being duly sworn/affirmed, that they are the \_\_\_\_\_ and that said document was signed by them on behalf of Theador D. Zilles and Vera C. Zilles, Trustees, Theador D. Zilles and Vera C. Zilles Revocable Trust dated August 19, 2003, who, acknowledge to me that they signed the within and foregoing instrument in accordance with the authority as Trustees given under the instrument creating said Trust.

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

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

## Temporary Easement

(TRUSTEE)

Cache County

Pin No. 12614

Tax ID. No. 03-013-0007

Parcel No. 0091:111:E

Project No. S-0091(57)22

Theador D. Zilles and Vera C. Zilles, Trustees, Theador D. Zilles and Vera C. Zilles Revocable Trust dated August 19, 2003, Grantor, of Wellsville, County of Cache, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of Ten (\$10.00), Dollars, and other good and valuable considerations, the following described easement in Cache 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 19, Township 11 North, Range 1 East, Salt Lake Base and Meridian, lying northwesterly of US Highway 91, in Cache County, State of Utah, to facilitate the construction of the roadway improvements, side treatments, blending slopes and appurtenant parts thereof for the existing US Highway 91, 3200 South, & 2000 West Intersection Realignment, known as Project S-0091(57)22. 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 two (2) years, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at a point 30.00 feet East along the center section line of said Section 19 and 157.98 feet S.00°05'23"W. (Deed = South) along the east right of way line of 2000 West, from the Center Quarter corner of said Section 19; point being 30.02 feet perpendicularly distant easterly from the 2000 West Driveway control line of said project opposite Engineer Station 602+48.00, and running thence S.89°57'29"E. 36.98 feet, to a point being 67.00 feet perpendicularly distant easterly from said control line of said project opposite Engineer Station 602+48.00; thence S.00°02'31"W. 40.00 feet, to a point being 67.00 feet perpendicularly distant easterly from said control line of said project opposite Engineer Station 602+08.00; thence N.89°57'29"W. 37.00 feet, to a point being 29.99 feet

perpendicularly distant westerly from said control line of said project opposite Engineer Station 602+08.00, point also being on the easterly right of way line of 2000 West; thence N.00°05'23"E. (Deed = North) 5.00 feet along said line, to a point being 30.00 feet perpendicularly distant easterly from said control line of said project opposite Engineer Station 602+13.00; thence S.89°57'29"E. 32.00 feet, to a point being 62.00 feet perpendicularly distant easterly from said control line of said project opposite Engineer Station 602+13.00; thence N.00°02'31"E. 30.00 feet, to a point being 62.00 feet perpendicularly distant easterly from said control line of said project opposite Engineer Station 602+43.00; thence N.89°57'29"W. 31.98 feet, to a point being 30.02 feet perpendicularly distant easterly from said control line of said project opposite Engineer Station 602+43.00, point also being on said easterly right of way of 2000 West; thence N.00°05'23"E. (Deed = North) 5.00 feet along said line, to the point of beginning, as shown on the map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 520 sq ft or 0.012 acre in area.

(Note: Rotate above bearings 00°04'59" counterclockwise to equal Highway bearings on the US-91 highway control lines for the Project No. S-0091(57)22).

(Note: Engineer Stations used in the above description are based on the 2000 West Driveway control line for said Project No. S-0091(57)22).

STATE OF )  
 ) ss.  
 COUNTY OF )

\_\_\_\_\_  
 Theador D. Zilles, Trustee

\_\_\_\_\_  
 Vera C. Zilles, Trustee

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, who by me being duly sworn/affirmed, that they are the \_\_\_\_\_ and that said document was signed by them on behalf of Theador D. Zilles and Vera C. Zilles, Trustees, Theador D. Zilles and Vera C. Zilles Revocable Trust dated August 19, 2003 who, acknowledge to me that they signed the within and foregoing instrument in accordance with the authority as Trustees given under the instrument creating said Trust.

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