

WHEN RECORDED, MAIL TO:

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

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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: FIRST AMERICAN - SOUTH JORDAN
10808 S RIVER FRONT PKWY STE 1 SOUTH JORDAN, UT 840955961



Utah Department of Transportation Right of Entry and Occupancy Agreement

6242571

Project No: S-0209(35)10 Parcel No.(s): 127, 127:E

Pin No: 14412 Job/Proj No: 72357 Project Location: SR-209 (9000 S); Redwood Rd to State St.
County of Property: SALT LAKE Tax ID / Sidwell No: 27-02-301-092
Property Address: 1265 W 9000 S WEST JORDAN UT, 84088
Owner's Address: 23742 Paseo Del Campo, Laguna Niguel, CA, 92677
Owner's Home Phone: Owner's Work Phone: (949)-495-1505
Owner / Grantor (s): Niguel Partners, LLC, a California 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 Niguel Partners, LLC, a California limited liability company ("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 \$123,900.00 (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

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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]

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

DATED this 8-15-22 day of _____, _____

Signature: Matthew M. Bovee Signature: _____
Print Name: _____ Print Name: _____

Signature: MATTHEW M BOVEE Signature: _____
Print Name: _____ Print Name: _____

STATE OF CALIFORNIA
County of Orange

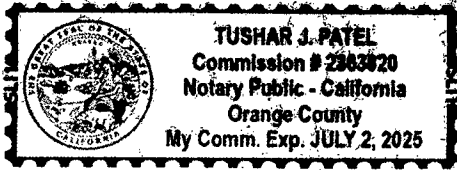
On the 15 day of August, 2022, personally appeared before me

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

Tushar J. Patel
NOTARY PUBLIC

DATED this 29th day of August, 2022

Charles A. Stormont
UDOT ~~Director~~ Deputy Director of Right of Way

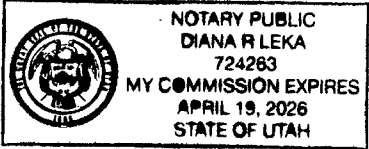


STATE OF UTAH
County of Salt Lake

On the 29 day of August, 2022, 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.

Diana R. Leika
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

(Limited Liability Company)

Salt Lake County

Tax ID No. 27-02-301-092
PIN No. 14412
Project No. S-0209(35)10
Parcel No. 0209:127

Niquel Partners, LLC, a California 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, being part of an entire tract of property for the widening of the existing State Route 209 known as Project No. S-0209(35)10, situate in the NW1/4 SW1/4 of Section 2, T.3S., R.1W., S.L.B.&M. in Salt Lake County, State of Utah. The boundaries of said parcel of land are described as follows:

Beginning at the northwest corner of said entire tract in the southerly right of way line of the existing State Route 209, which corner is 250.00 feet N.89°58'03"E. along the quarter section line and 33.00 feet S.00°01'25"W. from the West Quarter Corner of said Section 2; and running thence N.89°58'03"E. 165.00 feet along said southerly right of way line to the northeast corner of said entire tract; thence S.00°01'25"W. 17.74 feet along the easterly boundary line of said entire tract to a line parallel with and 71.00 feet perpendicularly distant southerly from the control line of said project opposite engineer station 300+63.15; thence S.89°55'54"W. 126.15 feet along said parallel line to a point opposite engineer station 299+37.00; thence N.85°04'04"W. 39.00 feet to a point in the westerly boundary line of said entire tract 67.60 feet perpendicularly distant southerly from said control line opposite engineer station 298+98.15; thence N.00°01'25"E. 14.44 feet along said westerly boundary line to the point of beginning as

Continued on Page 2
LIMITED LIABILITY RW-01LL (5/24/2019)

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

Temporary Construction Easement

(Limited Liability Company)
Salt Lake County

Tax ID No.	27-02-301-092
PIN No.	14412
Project No.	S-0209(35)10
Parcel No.	0209:127:E

Niguel Partners, LLC, a California limited liability company, Grantor(s), 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 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 NW1/4 SW1/4 of Section 2, T.3S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of State Route 209 known as Project No. S-0209(35)10. 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 (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 a point in the westerly boundary line of said entire tract, which point is 250.00 feet N.89°58'03"E. along the quarter section line and 47.44 feet S.00°01'25"W. from the West Quarter Corner of said Section 2 said point is also 67.60 feet perpendicularly distant southerly from the control line of said project opposite 298+98.15; and running thence 39.00 feet S.85°04'04"E. to a line parallel with and 71.00 feet perpendicularly distant southerly from the control line of said project opposite engineering station 299+37.00; thence S.89°55'54"E. 126.15 feet along said parallel line to a point in the easterly boundary line of said entire tract opposite engineer station 300+63.15; thence S.00°01'25"W. 12.00 feet along said easterly boundary line; thence N.89°55'54"W. 18.13 feet along a line parallel with said control line; thence N.31°01'56"W. 11.66 feet; thence N.89°55'54"W. 64.50 feet along a

Continued on Page 2
LIMITED LIABILITY RW-09LL (5/24/2019)

