



W2696455

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
4501 SOUTH 2700 WEST
SALT LAKE CITY, UT
841190000

EH 2696455 PG 1 OF 4
ERNEST D ROWLEY, WEBER COUNTY RECORDER
31-JUL-14 943 AM FEE \$1.00 DEF SGC
REC FOR: UTAH DEPT. OF TRANSPORTATION



Utah Department of Transportation
Right of Entry and Occupancy Agreement

Project No: S-0108(30)11 Parcel No.(s): 133, 133:P
Job/Proj / Auth No: 71655 Pin No: 11481
Project Location: SR-108; SR-37 to SR-79
County of Property: WEBER Tax ID / Sidwell No: 08-051-0139
Property Address: Approx. 4015 S. Midland Dr., WEST HAVEN, UT, 84401
Owner's Address: 1801 California St, Tenth Floor, DENVER, CO, 80202
Owner / Grantor (s): Qwest Corporation, formerly known as U S West Communications, Inc., formerly known as The Mountain States Telephone and Telegraph Company, dba Century Link QC
Owner's Home Phone: Owner's Work Phone: (720) 578-4317

Acquiring Entity: Utah Department of Transportation (UDOT)

For the subject property described in the attached deed (Exhibit A) (the "Property").

This Right of Entry and Occupancy Agreement ("Agreement") is entered between Qwest Corporation, a Colorado corporation, formerly known as U S West Communications, Inc., formerly known as The Mountain States Telephone and Telegraph Company, dba Century Link QC ("Property Owner") and Utah Department of Transportation ("UDOT").

Property Owner hereby grants 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 understands that, by executing this Agreement, Property Owner has waived and abandoned all defenses to the acquisition of the Property.

The sum of \$34,610.00 (the "Deposit") will be paid into escrow, in a non-interest bearing account, at a title company for the benefit of Property Owner 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. Property taxes will be the responsibility of the Property Owner until title to the Property is transferred 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 Owner under this Agreement. UDOT will have the right to approve the release of the Deposit from Escrow to Property Owner and to require a conveyance of the subject Property from the Property Owner 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 Owner, pending any settlement, to contest the amount of compensation to be paid the Property Owners for the property described in Exhibit A.

Job/Proj / Auth No: 71655 Pin No: 11481 E# 2696455 PG 2 OF 4
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If a satisfactory settlement cannot be agreed upon, UDOT will, upon notice from the Property Owner 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, 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 Owner 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 is displaced by the acquisition of this Property and are not conditional upon the Property Owner 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 Owner and UDOT, 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 Owner has 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 Owner 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 over and above that paid with this Agreement, calculated from the date of entry upon the Property.

Exhibits:

ADDITIONAL TERMS: Once the parties reach agreement on terms for a Permit to Enter and Construct, a Quitclaim Deed for the Property is to be signed and delivered by Property Owner to a closing to be held at Founders in Layton. Property Owner shall not be required to attend the Closing in person and may choose instead to provide written closing instructions to the escrow agent. Terry Butcher to e-mail Lisa Fazzini and Wendy Hansen when the funds have been delivered to the Title Company and final HUD has been received: fazzini@pbworld.com and wchansen@msn.com.

[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 11th day of March, 2014

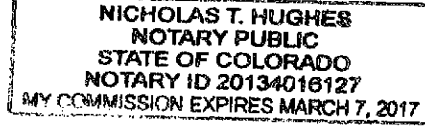
QWEST CORPORATION

By: [Signature]
Property Owner

STATE OF COLORADO
City and County of Denver

On the 11 day of March, 2014, personally appeared before me
LaRae D Dedson the signer(s) of the Agreement set forth above, who duly
acknowledged to me that they executed the same.

[Signature]
NOTARY PUBLIC



DATED this 17th day of MARCH, 2014
[Signature]
Lyle McMillan, UDOT Director of Right of Way

STATE OF UTAH
County of SALT LAKE

On the 27th day of MARCH, 2014, personally appeared before me
JAMES A. OLSCHESKI the signer(s) of this Agreement for UDOT who duly
acknowledged to me that they executed the same.

[Signature]
NOTARY PUBLIC

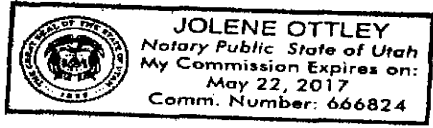


Exhibit A

133: Beginning at the intersection of the northerly boundary line of said entire tract and the existing westerly highway right of way line of SR-108 (Midland Drive), which point is 885.04 feet N.89°25'05"W. along the section line and 302.47 feet S.38°35'55"W. along said westerly highway right of way line from the Northeast corner of said Section 10; and running thence S.38°35'55"W. 75.00 feet along said westerly highway right of way line to the southerly boundary line of said entire tract; thence N.89°25'05"W. 44.87 feet along said southerly boundary line to a point to a point 55.00 feet perpendicularly distant northwesterly from the right of way control line of said SR-108 (Midland Drive) opposite approximate Engineers Station 532+41.71; thence N.38°35'55"E. 75.00 feet parallel to said right of way control line to the northerly boundary line of said entire tract; thence S.89°25'05"E. 44.87 feet along said northerly 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

The above described parcel of land contains 2,651 square feet in area or 0.061 acre.

(Note: Rotate above bearings 0°22'38" counterclockwise to equal Highway bearings).

133:P Beginning at the intersection of the northerly boundary line of said entire tract and the westerly highway right of way line of SR-108 (Midland Drive), Project No. S-0108(30)11, which point is 885.04 feet N.89°25'05"W. along the section line and 302.47 feet S.38°35'55"W. along said westerly highway right of way line and 44.87 feet N.89°25'05"W. from the Northeast corner of said Section 10; and running thence S.38°35'55"W. 75.00 feet along said westerly highway right of way line to the southerly boundary line of said entire tract; thence N.89°25'05"W. 25.38 feet along said southerly boundary line to a point to a point 75.00 feet perpendicularly distant northwesterly from the right of way control line of said SR-108 (Midland Drive) opposite approximate Engineers Station 532+26.08; thence N.59°07'38"E. 18.39 feet; thence N.00°39'48"E. 49.49 feet to said northerly boundary line of said tract; thence S.89°25'05"E. 55.82 feet along said northerly 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.

The above described part of an entire tract contains 2011 square feet in area or 0.046 acre.

(Note: Rotate above bearings 0°22'38" counterclockwise to equal Highway bearings).

pt 08-051-0139 /