

WHEN RECORDED MAIL TO:



ENT 27197:2010 PG 1 of 5
RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2010 Apr 02 4:11 pm FEE 0.00 BY CS
RECORDED FOR NATIONAL TITLE AGENCY

Utah Department of Transportation
Attention: Richard Jones
4501 South 2700 West
Salt Lake City, Utah 84114

Parcel No. 34-216-0002

RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

NTA 5193518JW

Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: MP-I15-6(178)245	Parcel No. (s): 2123:A
Job/Proj/Auth No.: 70963	Pin No.: 7037
Project Location: I-15; Utah County Corridor Expansion (I-15 CORE)	
County of Property: UTAH	Tax ID/Sidwell No.: 34:216:0002
Property Address: 5218 W. 6800 N. AMERICAN FORK, UT, 84003	
Owner/Grantor(s): Garff Properties, LLC	
Owner's Address: 405 South Main Street, #1200, Salt Lake, UT 84111-3412	
Owner's Home Phone:	Owner's Work Home: (801)257-3450

This Right of Entry and Occupancy Agreement ("Agreement") is entered between Garff Properties, LLC ("Property Owners") and State of Utah, Department of Transportation ("UDOT").

Property Owners hereby grant to UDOT and its contractors, including utilities and their contractors, permission to enter upon, take possession of, and commence construction of its public work facility and utility relocations, a portion of which is to be located on the property described in attached Exhibit A, subject to the terms and conditions contained herein. This Agreement is made in anticipation of a possible condemnation action by UDOT and/or other legal action by Property Owners and is intended to provide for the entry and occupancy of the property pending further negotiations or the filing and pursuit of condemnation or other legal proceedings and possible alternative informal proceedings as provided for in this Agreement. Property Owners understand that, by executing this Agreement, Property Owners have expressly waived and abandoned all defenses to the acquisition of the property, but not any defenses or claims relating to compensation and damages to be paid in connection with the acquisition.

The total compensation is \$202,000. The sum of \$166,392.00 (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. The total cost to cure is \$35,608.00 and this amount shall be paid directly to the Property Owners. UDOT will be responsible for the expenses of the escrow account. This amount paid into escrow, including the amount paid directly to the Property Owners, shall be deducted from a final settlement, award of arbitration, or other determination of just compensation in an eminent domain action or other legal action should one be pursued to acquire the property that is determined to be necessary for the project or should one be pursued by Property Owner. 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 pay for the title report at its own expense. The escrow officer will have the authority 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. In the event the title report shows that third parties have liens or other interests in the property, then the escrow officer will pay the entire amount of the liens or obtain a full or partial release of the lien or other interests in the property from the Deposit. In the event that UDOT desires to obtain title insurance in connection with the release of the deposit, UDOT shall pay the premiums for the title coverage.

It is understood and agreed that this Agreement is granted without prejudice to the rights of the Property Owners, pending any settlement to contest the amount of compensation and damages to be paid under Utah Code Section 78B-6-511 to the Property Owners for the property described in Exhibit A. If a satisfactory settlement cannot 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 at once to commence and

diligently prosecute a condemnation proceeding in the appropriate court for a judicial determination of such compensation, and Property Owners may assert therein any defenses or claims not expressly waived herein. 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 Utah Code Annotated Sections 78B-6-522 and 13-43-204 through the Office of the Property Rights Ombudsman.

If the Property Owners 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, or any other legal 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 the 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 this Agreement.

Exhibits:

DATED this 17 day of March, 2010

Matthew B. Garff Member
Property Owner
Property Owner

STATE OF UTAH
County of Salt Lake

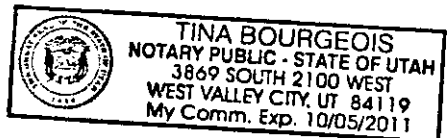
On the 17 day of March, 2010, personally appeared before me

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

Tina Bourgeois
NOTARY PUBLIC

DATED this 25th day of March, 2010

Karen M. Stein
Lyle McMillan, UDOT Director of Right of Way
Karen M. Stein, as Deputy Director

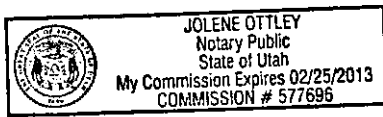


STATE OF UTAH
County of SALT LAKE

On the 25th day of MARCH, 2010, personally appeared before me

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

Jolene Ottley
NOTARY PUBLIC



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

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Warranty Deed
 (CONTROLLED ACCESS)
 (LIMITED LIABILITY COMPANY) Tax ID No. 34:216:0002
 Parcel No I15-6:2123:A
 Project No. MP-I15-6(178)245
 Utah County

Garff Properties, LLC, a Utah Limited Liability Company organized and existing under the laws of the State of Utah, with its principal office at 405 S. Main Street #1200, Salt Lake City, Utah, 84111-3412 Grantor, 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 _____ 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, incident to the construction of an expressway known as Project No. MP-I15-6, being part of Site 2, American Fork Auto Mall, a subdivision situate in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 25, 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 Northeast corner of said Site 2, in the existing southwesterly highway right of way and no-access line of Interstate 15; and running thence S.40°09'46"W. 10.64 feet along the southeasterly boundary line of said Site 2; thence N.50°12'30"W. 65.33 feet; thence N.50°07'46"W. 65.26 feet; thence N.49°54'12"W. 51.61 feet; thence N.49°54'02"W. 53.68 feet; thence N.49°47'08"W. 52.87 feet; thence N.49°46'09"W. 51.46 feet; thence N.49°55'55"W. 55.43 feet; thence N.49°54'01"W. 54.23 feet; thence N.49°48'55"W. 56.28 feet; thence N.49°43'11"W. 50.33 feet; thence N.49°45'18"W. 57.58 feet; thence N.50°09'01"W. 32.88 feet; thence Northwesterly 115.62 feet along the arc or a 1774.13-foot radius curve to the left (chord bears N.58°19'06"W. 115.60 feet) to the northwesterly boundary line of said Site 2, at a point being 153.55 feet perpendicularly distant southwesterly from said centerline of said project, opposite

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approximate Engineers Station 4267+34.83; thence N.40°09'46"E. 28.59 feet along said northwesterly boundary line to said existing highway right of way and no-access line; thence S.49°50'15"E. 761.26 feet along said existing highway right of way and no-access 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 9,588 square feet in area or 0.220 acre.

(Note: Rotate the above described 0°00'10" clockwise to equal record bearings)

To enable the Utah Department of Transportation to construct and maintain a limited-access 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 _____ 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 _____)

Garff Properties, LLC
Limited Liability Company

By _____
Manager

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that he is the Manager of _____ a Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said company by authority of its Articles of Organization, and said _____ acknowledged to me that said company executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public