

3515826
BK 8181 PG 1069

E 3515826 B 8181 P 1069-1087
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
1/27/2023 4:28:00 PM
FEE \$0.00 Pgs: 19
DEP eCASH REC'D FOR COTTONWOOD TITLE

156513-KAP
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-R199(229) Parcel No.(s): 685B, 685B:E, 685B:S

Pin No: 11268 Job/Proj No: 72698 Project Location: SR-177, West Davis Hwy; I-15 & SR-67 to SR-193
County of Property: DAVIS Tax ID / Sidwell No: 12-039-0042
Property Address: Approx. 3850 West 700 South WEST POINT UT, 84015
Owner's Address: 2316 East 5950 South, Ogden, UT, 84403
Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Service Mortgage Corporation, a Utah Corporation as to an undivided 50.00% interest, and M & D Nelson, L.L.C., a Utah Limited Liability Company as to an undivided 50.00% interest
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 Service Mortgage Corporation, a Utah Corporation as to an undivided 50.00% interest, and M & D Nelson, L.L.C., a Utah Limited Liability Company as to an undivided 50.00% interest ("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 \$116,000.00 (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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Owner's Address: 2316 East 5950 South, Ogden, UT, 84403

Owner's Home Phone: Owner's Work Phone:

Owner / Grantor (s): Service Mortgage Corporation, a Utah Corporation as to an undivided 50.00% interest, and M & D Nelson, L.L.C., a Utah Limited Liability Company as to an undivided 50.00% interest

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.

Exhibits:

[Signatures and Acknowledgments to Follow Immediately]

Project No: S-R199(229) Parcel No.(s): 685B, 685B:E, 685B:S
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Grantee: Utah Department of Transportation (UDOT)/The Department

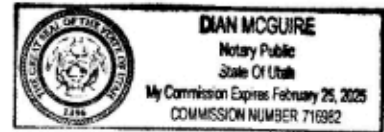
SIGNATURE PAGE
TO
UTAH DEPARTMENT OF TRANSPORTATION
RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

DATED this 12th day of December, 2022

Signature: [Signature]
Print Name: JENNIFER E BARLOW
Signature: VP of SERVICE MORTGAGE
Print Name:

Signature: [Signature]
Print Name: MARK NELSON, MANAGER
Signature: M & D NELSON LLC
Print Name:

STATE OF UTAH
County of Davis



On the 12th day of December, 2022, personally appeared before me

Jennifer E. Barlow & Mark Nelson the signer(s) of the Agreement set forth above,
who duly acknowledged to me that they executed the same.

[Signature]
NOTARY PUBLIC

DATED this 9th day of January, 2023

[Signature]
UDOT Director of Right of Way
Charles A. Stormont

STATE OF UTAH
County of Salt Lake

On the 9th day of January, 2023, 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.

[Signature]
NOTARY PUBLIC

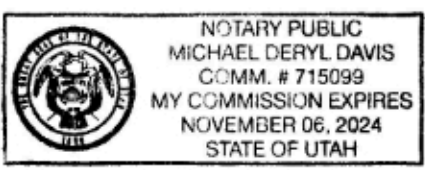


Exhibit A

3515826
BK 8181 PG 1072

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

Warranty Deed
(CORPORATION)
Davis County

Tax ID. 12-039-0042
PIN No. 11268
Project No. S-R199(229)
Parcel No. R199:685B

Service Mortgage Corporation, a Utah Corporation as to an undivided 50.00% interest, Grantor, 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 Davis County, State of Utah, to-wit:

An undivided 50% interest in a parcel of land in fee, being part of an entire tract of property, situate in the SW1/4 SW1/4 and the NW1/4 SW1/4 of Section 5, Township 4 North, Range 2 West, Salt Lake Base and Meridian, incident to the construction of SR-67 West Davis Highway, known as Project No. S-R199(229). The boundaries of said parcel of land are described as follows:

Beginning at the Northwest corner of said entire tract, which point is 1,816.06 feet (Record 1815.79 feet) N.89°53'03"W. along the Section line and 1,321.15 feet N.00°05'03"E. from the South Quarter corner of said Section 5; and running thence S.89°50'03"E. 431.78 feet along the northerly boundary line of said entire tract to a point of curvature of a non-tangent curve to the left with a radius of 9,359.00 feet at a point 50.56 feet radially distant northerly from the SR-193 right of way control line of said Project, opposite approximate Engineers Station 8039+16.56; thence easterly along said curve with an arc length of 59.26 feet, chord bears S.84°34'23"E. 59.26 feet to the easterly boundary line of said entire tract at a point 51.69 feet radially distant northerly from the SR-193 right of way control line of said Project, opposite approximate Engineers Station 8039+76.13; thence S.00°05'31"W. (Record South) 106.31 feet along said easterly boundary line to a point of curvature of a non-tangent curve to the right with a radius of 9,464.00 feet at a point 54.00 feet radially distant southerly from the SR-193 right of way control line of said Project, opposite approximate Engineers Station 8039+87.63; thence westerly along said curve with an arc length of 56.96 feet, concentric with said right of way control line, chord

Continued on Page 2
COMPANY RW-01C (11-01-03)

Page 2

PIN No. 11268
Project No. S-R199(229)
Parcel No. R199:685B

bears N.83°33'41"W. 56.96 feet to a point of curvature of a non-tangent curve to the left with a radius of 29,680.59 feet at a point 54.00 feet radially distant southerly from the SR-193 right of way control line of said Project, opposite Engineers Station 8039+31.00; thence westerly along said curve with an arc length of 284.63 feet, chord bears N.80°06'41"W. 284.63 feet to a point of curvature of a non-tangent curve to the left with a radius of 6,958.00 feet at a point 42.00 feet radially distant southerly from the SR-193 right of way control line of said Project, opposite Engineers Station 8036+48.06; thence westerly along said curve with an arc length of 155.07 feet, concentric with said right of way control line, chord bears N.82°18'17"W. 155.06 feet to the westerly boundary line of said entire tract at a point 42.00 feet radially distant southerly from the SR-193 right of way control line of said Project, opposite approximate Engineers Station 8034+92.06; thence N.00°05'03"E. 37.14 feet along said westerly 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 36,005 square feet in area or 0.827 acre.

(Note: Rotate above bearings 00°20'41" clockwise to equal NAD83 Highway bearings)

STATE OF)
) ss. Service Mortgage Corporation
COUNTY OF)
By _____

On this _____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of Service Mortgage Corporation, a Utah Corporation and that said document was signed by him/her on behalf of said Service Mortgage Corporation, a Utah Corporation by Authority of its _____.

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)
Davis County

Tax ID No. 12-039-0042
PIN No. 11268
Project No. S-R199(229)
Parcel No. R199:685B:2

M & D Nelson, L.L.C., a Utah Limited Liability Company as to an undivided 50.00% interest, 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 Davis County, State of Utah, to-wit:

An undivided 50% interest in a parcel of land in fee, being part of an entire tract of property, situate in the SW1/4 SW1/4 and the NW1/4 SW1/4 of Section 5, Township 4 North, Range 2 West, Salt Lake Base and Meridian, incident to the construction of SR-67 West Davis Highway, known as Project No. S-R199(229). The boundaries of said parcel of land are described as follows:

Beginning at the Northwest corner of said entire tract, which point is 1,816.06 feet (Record 1815.79 feet) N.89°53'03"W. along the Section line and 1321.15 feet N.00°05'03"E. from the South Quarter corner of said Section 5; and running thence S.89°50'03"E. 431.78 feet along the northerly boundary line of said entire tract to a point of curvature of a non-tangent curve to the left with a radius of 9,359.00 feet at a point 50.56 feet radially distant northerly from the SR-193 right of way control line of said Project, opposite approximate Engineers Station 8039+16.56; thence easterly along said curve with an arc length of 59.26 feet, chord bears S.84°34'23"E. 59.26 feet to the easterly boundary line of said entire tract at a point 51.69 feet radially distant northerly from the SR-193 right of way control line of said Project, opposite approximate Engineers Station 8039+76.13; thence S.00°05'31"W. (Record South) 106.31 feet along said easterly boundary line to a point of curvature of a non-tangent curve to the right with a radius of 9,464.00 feet at a point 54.00 feet radially distant southerly from the SR-193 right of way control line of said Project, opposite approximate Engineers Station 8039+87.63; thence westerly along said curve with an arc length of 56.96 feet, concentric with said right of way control line, chord

bears N.83°33'41"W. 56.96 feet to a point of curvature of a non-tangent curve to the left with a radius of 29,680.59 feet at a point 54.00 feet radially distant southerly from the SR-193 right of way control line of said Project, opposite Engineers Station 8039+31.00; thence westerly along said curve with an arc length of 284.63 feet, chord bears N.80°06'41"W. 284.63 feet to a point of curvature of a non-tangent curve to the left with a radius of 6,958.00 feet at a point 42.00 feet radially distant southerly from the SR-193 right of way control line of said Project, opposite Engineers Station 8036+48.06; thence westerly along said curve with an arc length of 155.07 feet, concentric with said right of way control line, chord bears N.82°18'17"W. 155.06 feet to the westerly boundary line of said entire tract at a point 42.00 feet radially distant southerly from the SR-193 right of way control line of said Project, opposite approximate Engineers Station 8034+92.06; thence N.00°05'03"E. 37.14 feet along said westerly 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 36,005 square feet in area or 0.827 acre.

(Note: Rotate above bearings 00°20'41" clockwise to equal NAD83 Highway bearings)

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PIN No. 11268
Project No. S-R199(229)
Parcel No. R199:685B:2

STATE OF)
) ss. M & D Nelson, L.L.C.
COUNTY OF)
By _____

On this _____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of M & D Nelson, L.L.C., a Utah Limited Liability Company and that said document was signed by him/her on behalf of said M & D Nelson, L.L.C., a Utah Limited Liability Company by Authority of its _____.

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
(CORPORATION)
Davis County

Tax ID. 12-039-0042
PIN No. 11268
Project No. S-R199(229)
Parcel No. R199:685B:S

Service Mortgage Corporation, a Utah Corporation as to an undivided 50.00% interest, Grantor, 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 tract of land in Davis County, State of Utah, to-wit:

An undivided 50% interest in a tract of land in fee, being part of an entire tract of property, situate in the SW1/4 SW1/4 and the NW1/4 SW1/4 of Section 5, Township 4 North, Range 2 West, Salt Lake Base and Meridian, incident to the construction of SR-67 West Davis Highway, known as Project No. S-R199(229). The boundaries of said tract of land are described as follows:

Beginning at the Northeast corner of said entire tract, which point is 1,816.06 feet (Record 1815.79 feet) N.89°53'03"W. along the Section line and 1,321.15 feet N.00°05'03"E. and 490.79 feet (Record 497.875 feet) S.89°50'03"E. from the South Quarter corner of said Section 5; and running thence S.00°05'31"W. (Record South) 5.43 feet along the easterly boundary line of said entire tract to the northerly right of way line of SR-193 of said Project at a point of curvature of a non-tangent curve to the right with a radius of 9,359.00 feet; thence westerly along said curve with an arc length of 59.26 feet along said northerly right of way line, chord bears N.84°34'23"W. 59.26 feet to the northerly boundary line of said entire tract; thence S.89°50'03"E. 59.01 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 tract of land contains 162 square feet in area or 0.004 acre.

Page 2

PIN No. 11268
Project No. S-R199(229)
Parcel No. R199:685B:S

(Note: Rotate above bearings 00°20'41" clockwise to equal NAD83 Highway bearings)

STATE OF)
) ss. Service Mortgage Corporation
COUNTY OF)
By _____

On this ____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of Service Mortgage Corporation, a Utah Corporation and that said document was signed by him/her on behalf of said Service Mortgage Corporation, a Utah Corporation by Authority of its _____.

Notary Public

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

Warranty Deed
(LIMITED LIABILITY COMPANY)
Davis County

Tax ID No. 12-039-0042
PIN No. 11268
Project No. S-R199(229)
Parcel No. R199:685B:S2

M & D Nelson, L.L.C., a Utah Limited Liability Company as to an undivided 50.00% interest, 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 tract of land in Davis County, State of Utah, to-wit:

An undivided 50% interest in a tract of land in fee, being part of an entire tract of property, situate in the SW1/4 SW1/4 and the NW1/4 SW1/4 of Section 5, Township 4 North, Range 2 West, Salt Lake Base and Meridian, incident to the construction of SR-67 West Davis Highway, known as Project No. S-R199(229). The boundaries of said tract of land are described as follows:

Beginning at the Northeast corner of said entire tract, which point is 1,816.06 feet (Record 1815.79 feet) N.89°53'03"W. along the Section line and 1,321.15 feet N.00°05'03"E. and 490.79 feet (Record 497.875 feet) S.89°50'03"E. from the South Quarter corner of said Section 5; and running thence S.00°05'31"W. (Record South) 5.43 feet along the easterly boundary line of said entire tract to the northerly right of way line of SR-193 of said Project at a point of curvature of a non-tangent curve to the right with a radius of 9,359.00 feet; thence westerly along said curve with an arc length of 59.26 feet along said northerly right of way line, chord bears N.84°34'23"W. 59.26 feet to the northerly boundary line of said entire tract; thence S.89°50'03"E. 59.01 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 tract of land contains 162 square feet in area or 0.004 acre.

(Note: Rotate above bearings 00°20'41" clockwise to equal NAD83 Highway bearings)

STATE OF)
) ss.
COUNTY OF)

By _____

On this _____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of M & D Nelson, L.L.C., a Utah Limited Liability Company and that said document was signed by him/her on behalf of said M & D Nelson, L.L.C., a Utah Limited Liability Company by Authority of its _____.

Notary Public

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

Easement
(CORPORATION)
Davis County

Tax ID No. 12-039-0042
PIN No. 11268
Project No. S-R199(229)
Parcel No. R199:685B:E

Service Mortgage Corporation, a Utah Corporation as to an undivided 50.00% interest, 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 considerations, the following described easement in Davis County, State of Utah, to-wit:

A perpetual easement upon part of an entire tract of property, SW1/4 SW1/4 of Section 5, Township 4 North, Range 2 West, Salt Lake Base and Meridian, for the purpose of constructing and maintaining cut and/or fill slopes and appurtenant parts thereof incident to the construction of SR-67 West Davis Highway, known as Project No. S-R199(229). This easement includes the right to construct, maintain, and continue the existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by Grantee. This easement shall run with the real property and shall be binding upon the Grantor, successors, heirs and assigns, and includes and conveys all rights of Grantor to change the vertical distance or grade of said cut and/or fill slopes. The boundaries of said part of an entire tract are described as follows:

Beginning at the intersection of the westerly boundary of said entire tract and the southerly right of way line of SR-193 of said Project at a point 42.00 feet radially distant southerly from the SR-193 right of way control line of said Project, opposite approximate Engineers Station 8034+92.06, which point is 1,816.06 feet (Record 1,815.79 feet) N.89°53'03"W. along the Section line and 1284.01 feet N.00°05'03"E. from the South Quarter corner of said Section 5; and running thence along said southerly right of way line the following three (3) courses and distances: (1) easterly 155.07 feet along the arc of a curve to the right with a radius of 6,958.00 feet, concentric with said right of way control line, chord bears S.82°18'17"E. 155.06 feet to a point of curvature of a non-tangent curve

to the right with a radius of 29,680.59 feet; (2) thence easterly along said curve with an arc length of 284.63 feet, chord bears S.80°06'41"E. 284.63 feet to a point of curvature of a non-tangent curve to the left with a radius of 9,464.00 feet; (3) thence easterly along said curve with an arc length of 56.96 feet, concentric with said right of way control line, chord bears S.83°33'41"E. 56.96 feet to the easterly boundary line of said entire tract; thence S.00°05'31"W. (Record South) 20.12 feet along said easterly boundary line to a point of curvature of a non-tangent curve to the right with a radius of 9,484.00 feet at a point 74.00 feet radially distant southerly from the SR-193 right of way control line of said Project, opposite approximate Engineers Station 8039+89.78; thence westerly along said curve with an arc length of 59.86 feet, concentric with said right of way control line, chord bears N.83°33'58"W. 59.86 feet to a point of curvature of a non-tangent curve to the left with a radius of 29,660.59 feet at a point 74.00 feet radially distant southerly from the SR-193 right of way control line of said Project, opposite Engineers Station 8039+30.38; thence westerly along said curve with an arc length of 284.83 feet, chord bears N.80°06'38"W. 284.83 feet to a point of curvature of a non-tangent curve to the left with a radius of 6,938.00 feet at a point 62.00 feet radially distant southerly from the SR-193 right of way control line of said Project, opposite Engineers Station 8036+47.83; thence westerly along said curve with an arc length of 151.95 feet, concentric with said right of way control line, chord bears N.82°17'44"W. 151.95 feet to the westerly boundary line of said entire tract at a point 62.00 feet radially distant southerly from the SR-193 right of way control line of said Project, opposite approximate Engineers Station 8034+94.52; thence N.00°05'03"E. 20.15 feet along said westerly 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 9,934 square feet in area or 0.228 acre.

(Note: Rotate above bearings 00°20'41" clockwise to equal NAD83 Highway bearings)

STATE OF)
) ss. Service Mortgage Corporation
COUNTY OF)
By _____

On this ____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of Service Mortgage Corporation, a Utah Corporation and that said document was signed by him/her on behalf of said Service Mortgage Corporation, a Utah Corporation by Authority of its _____.

Notary Public

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)
Davis County

Tax ID No. 12-039-0042
PIN No. 11268
Project No. S-R199(229)
Parcel No. R199:685B:E2

M & D Nelson, L.L.C., a Utah Limited Liability Company as to an undivided 50.00% interest 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 Davis County, State of Utah, to-wit:

A perpetual easement upon part of an entire tract of property, SW1/4 SW1/4 of Section 5, Township 4 North, Range 2 West, Salt Lake Base and Meridian, for the purpose of constructing and maintaining cut and/or fill slopes and appurtenant parts thereof incident to the construction of SR-67 West Davis Highway, known as Project No. S-R199(229). This easement includes the right to construct, maintain, and continue the existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by Grantee. This easement shall run with the real property and shall be binding upon the Grantor, successors, heirs and assigns, and includes and conveys all rights of Grantor to change the vertical distance or grade of said cut and/or fill slopes. The boundaries of said part of an entire tract are described as follows:

Beginning at the intersection of the westerly boundary of said entire tract and the southerly right of way line of SR-193 of said Project at a point 42.00 feet radially distant southerly from the SR-193 right of way control line of said Project, opposite approximate Engineers Station 8034+92.06, which point is 1,816.06 feet (Record 1,815.79 feet) N.89°53'03"W. along the Section line and 1,284.01 feet N.00°05'03"E. from the South Quarter corner of said Section 5; and running thence along said southerly right of way line the following three (3) courses and distances: (1) easterly 155.07 feet along the arc of a curve to the right with a radius of 6,958.00 feet, concentric with said right of way control line, chord bears S.82°18'17"E. 155.06 feet to a point of curvature of a non-tangent curve

to the right with a radius of 29,680.59 feet; (2) thence easterly along said curve with an arc length of 284.63 feet, chord bears S.80°06'41"E. 284.63 feet to a point of curvature of a non-tangent curve to the left with a radius of 9,464.00 feet; (3) thence easterly along said curve with an arc length of 56.96 feet, concentric with said right of way control line, chord bears S.83°33'41"E. 56.96 feet to the easterly boundary line of said entire tract; thence S.00°05'31"W. (Record South) 20.12 feet along said easterly boundary line to a point of curvature of a non-tangent curve to the right with a radius of 9,484.00 feet at a point 74.00 feet radially distant southerly from the SR-193 right of way control line of said Project, opposite approximate Engineers Station 8039+89.78; thence westerly along said curve with an arc length of 59.86 feet, concentric with said right of way control line, chord bears N.83°33'58"W. 59.86 feet to a point of curvature of a non-tangent curve to the left with a radius of 29,660.59 feet at a point 74.00 feet radially distant southerly from the SR-193 right of way control line of said Project, opposite Engineers Station 8039+30.38; thence westerly along said curve with an arc length of 284.83 feet, chord bears N.80°06'38"W. 284.83 feet to a point of curvature of a non-tangent curve to the left with a radius of 6,938.00 feet at a point 62.00 feet radially distant southerly from the SR-193 right of way control line of said Project, opposite Engineers Station 8036+47.83; thence westerly along said curve with an arc length of 151.95 feet, concentric with said right of way control line, chord bears N.82°17'44"W. 151.95 feet to the westerly boundary line of said entire tract at a point 62.00 feet radially distant southerly from the SR-193 right of way control line of said Project, opposite approximate Engineers Station 8034+94.52; thence N.00°05'03"E. 20.15 feet along said westerly 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 9,934 square feet in area or 0.228 acre.

(Note: Rotate above bearings 00°20'41" clockwise to equal NAD83 Highway bearings)

STATE OF)
) ss. M & D Nelson, L.L.C.
COUNTY OF)
By _____

On this ____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of M & D Nelson, L.L.C., a Utah Limited Liability Company and that said document was signed by him/her on behalf of said M & D Nelson, L.L.C., a Utah Limited Liability Company by Authority of its _____.

Notary Public