

7/12/23 - KAP

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

3567134
BK 8477 PG 555

E 3567134 B 8477 P 555-571
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
04/09/2024 02:40:37 PM
FEE: \$0.00 Pgs: 17
DEP eCASH REC'D FOR: COTTONWOOD TITLE
INSURANCE AGENCY, INC.



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-0108(36)6 Parcel No.(s): 210, 210:E, 210:PUE

Pin No: 15680 Job/Proj No: 72699 Project Location: SR-108; 300 North to 1800 North

County of Property: DAVIS Tax ID / Sidwell No: 14-381-0002

Property Address: 1866 North 2000 West CLINTON UT, 84015

Owner's Address: 8645 West Franklin Road, Boise, ID, 83709

Owner's Home Phone: Owner's Work Phone: (312)218-5258

Owner / Grantor (s): GRH CLINTON LLC, an Idaho limited liability company, 52%; and HALKER PROPERTIES LLC, an Idaho limited liability company, 48%, as tenants in-common, whose addresses are 8645 West Franklin Road, Boise, Idaho 83709

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 GRH CLINTON LLC, an Idaho limited liability company, 52%; and HALKER PROPERTIES LLC, an Idaho limited liability company, 48%, as tenants in-common, whose addresses are 855 W. Broad Street, Suite 300, Boise ID 83702 ("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 Except for greater compensation.

The sum of \$57,000.00 (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

Project No: S-0108(36)6 Parcel No.(s): 210, 210:E, 210:PUE

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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-0108(36)6 Parcel No.(s): 210, 210:E, 210:PUE

Pin No: 15680 Job/Proj No: 72699 Project Location: SR-108; 300 North to 1800 North
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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

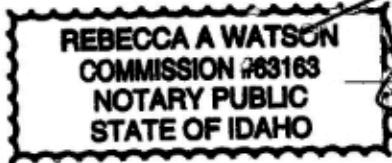
DATED this 20th day of March 2024

Signature: 
Print Name: Brian Huffaker
Title: as Manager of GRH Management LLC; Manager
of GRH Clinton LLC

Signature: 
Print Name: Colby Halker
Title: as Manager of Halker Properties, LLC

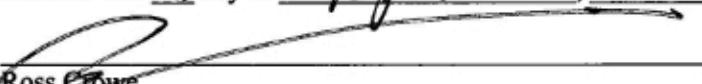
STATE OF IDAHO
County of ADA

On the 20th day of March, 2024, personally appeared before me, Brian Huffaker & Colby Halker, the signer(s) of the Agreement set forth above, who duly acknowledged to me that they executed the same.



NOTARY PUBLIC
Rebecca A. Watson
Commission Number: 63163

DATED this 4th day of April, 2024


Ross Crane
UDOT Director of Right of Way

STATE OF UTAH
County of Salt Lake

On the 4th day of April, 2024, personally appeared before me

Ross Crane, Director Right of Way the signer(s) of this Agreement for UDOT
who duly acknowledged to me that they executed the same.


NOTARY PUBLIC

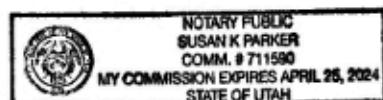


Exhibit "A"

210: - Warranty Deed

210:2 – Warranty Deed

210:E – Temporary Easement

210:E2 - Temporary Easement

210:PUE – Public Utility Easement

210:PUE2 - Public Utility Easement

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. 14-381-0002

Pin No. 15680

Project No. S-0108(36)6

Parcel No. 0108:210

GRH CLINTON LLC, an Idaho limited liability company, as to a 52% undivided interest, as tenant in-common, whose address is 8645 West Franklin Road, Boise, Idaho 83709, 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 consideration, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in Lot 2, Pioneer Square Subdivision according to the official plat thereof recorded June 4, 2004 as Entry No. 1992115 in Book 3554 at Page 508, situate in the SW1/4 NW1/4 of Section 27, T.5N., R.2W., S.L.B.&M., for the construction of improvements incident to SR-108; 300 North to 1800 North, known as project number S-0108(36)6. The boundaries of said parcel of land are as described as follows:

Beginning at the southwest corner of said Lot 2 which corner is on the existing easterly right of way line of said SR-108, which corner is 290.99 feet N.00°07'29"E. along the section line and 55.00 feet N.89°59'17"E. from the West Quarter Corner of said Section 27; and running thence along the westerly boundary line of said Lot 2 coincident with the said existing easterly right of way line of said SR-108 N.00°07'29"E. 131.51 feet (131.48 feet per plat), more or less, to the northwest corner of said Lot 2; thence along the northerly boundary line of said Lot 2 N.89°59'17"E. 3.79 feet to a point which is 56.79 feet perpendicularly distant easterly from the SR-108 control line of said project, at Engineer Station 292+63.54; thence S.01°35'48"E. 57.07 feet to a point which is 58.50 feet perpendicularly distant easterly from said SR-108 control line of said project, at Engineer Station 292+06.50; thence S.00°07'29"W. 74.46 feet, more or less, to a point on the southerly boundary line of said Lot 2, which point 58.50 feet

Pin No. 15680
Project No. S-0108(36)6
Parcel No. 0108:210

perpendicularly distant easterly from said SR-108 control line of said project, at Engineer Station 291+32.04; thence along said southerly boundary line of said Lot 2 S.89°59'17"W. 5.50 feet, more or less, to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation. The above described parcel of land contains 675 square feet or 0.016 acre in area, more or less.

(Note: Rotate above bearings 00°19'50" clockwise to equal NAD83 project bearings.)

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Project No. S-0108(36)6
Parcel No. 0108:210

GRH CLINTON LLC,

an Idaho limited liability company

STATE OF) _____
) ss.
COUNTY OF) _____ Signature

Print Name and Title

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 GRH CLINTON LLC, an Idaho limited liability company, as to a 52% undivided interest, as tenant in-common, whose address is 8645 West Franklin Road, Boise, Idaho 83709 and that said document was signed by him/her on behalf of said GRH CLINTON LLC, an Idaho limited liability company, as to a 52% undivided interest, as tenant in-common, whose address is 8645 West Franklin Road, Boise, Idaho 83709 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. 14-381-0002
Pin No. 15680
Project No. S-0108(36)6
Parcel No. 0108:210:2

HALKER PROPERTIES LLC, an Idaho limited liability company, as to a 48% undivided interest, as tenant in-common, whose address is 8645 West Franklin Road, Boise, Idaho 83709, 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 consideration, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in Lot 2, Pioneer Square Subdivision according to the official plat thereof recorded June 4, 2004 as Entry No. 1992115 in Book 3554 at Page 508, situate in the SW1/4 NW1/4 of Section 27, T.5N., R.2W., S.L.B.&M., for the construction of improvements incident to SR-108; 300 North to 1800 North, known as project number S-0108(36)6.

Beginning at the southwest corner of said Lot 2 which corner is on the existing easterly right of way line of said SR-108, which corner is 290.99 feet N.00°07'29"E. along the section line and 55.00 feet N.89°59'17"E. from the West Quarter Corner of said Section 27; and running thence along the westerly boundary line of said Lot 2 coincident with the said existing easterly right of way line of said SR-108 N.00°07'29"E. 131.51 feet (131.48 feet per plat), more or less, to the northwest corner of said Lot 2; thence along the northerly boundary line of said Lot 2 N.89°59'17"E. 3.79 feet to a point which is 56.79 feet perpendicularly distant easterly from the SR-108 control line of said project, at Engineer Station 292+63.54; thence S.01°35'48"E. 57.07 feet to a point which is 58.50 feet perpendicularly distant easterly from said SR-108 control line of said project, at Engineer Station 292+06.50; thence S.00°07'29"W. 74.46 feet, more or less, to a point on the southerly boundary line of said Lot 2, which point 58.50 feet perpendicularly distant easterly from said SR-108 control line of said project, at Engineer

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Project No. S-0108(36)6
Parcel No. 0108:210:2

Station 291+32.04; thence along said southerly boundary line of said Lot 2 S.89°59'17"W. 5.50 feet, more or less, to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation. The above described parcel of land contains 675 square feet or 0.016 acre in area, more or less.

(Note: Rotate above bearings $00^{\circ}19'50''$ clockwise to equal NAD83 project bearings.)

**HALKER PROPERTIES LLC,
an Idaho limited liability company**

Print Name and Title

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 HALKER PROPERTIES LLC, an Idaho limited liability company, as to a 48% undivided interest, as tenant in-common, whose address is 8645 West Franklin Road, Boise, Idaho 83709 and that said document was signed by him/her on behalf of said HALKER PROPERTIES LLC, an Idaho limited liability company, as to a 48% undivided interest, as tenant in-common, whose address is 8645 West Franklin Road, Boise, Idaho 83709 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

Temporary Easement
(LIMITED LIABILITY COMPANY)
Davis County

Tax ID No. 14-381-0002

Pin No. 15680

Project No. S-0108(36)6

Parcel No. 0108:210:E

GRH CLINTON LLC, an Idaho limited liability company, as to a 52% undivided interest, as tenant in-common, whose address is 8645 West Franklin Road, Boise, Idaho 83709, 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 temporary easement, upon part of an entire tract of property, situate in Lot 2, Pioneer Square Subdivision according to the official plat thereof recorded June 4, 2004 as Entry No. 1992115 in Book 3554 at Page 508, situate in the SW1/4 NW1/4 of Section 27, T.5N., R.2W., S.L.B.&M., to facilitate the construction of improvements incident to SR-108, 300 North to 1800 North, known as project number S-0108(36)6. 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 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.

Beginning at a point on the southerly boundary line of said Lot 2 which point is 290.99 feet N.00°07'29"E. along the section line and 60.50 feet N.89°59'17"E. from the West Quarter Corner of said Section 27 which point is also 58.50 feet perpendicularly distant easterly from said SR-108 control line of said project, at Engineer Station 291+32.04; and running thence the following two (2) courses along the project easterly right of way line of said SR-108: (1) N.00°07'29"E. 74.46 feet; (2) N.01°35'48"W. 57.07 feet to a point on the northerly boundary line of said Lot 2; thence along the northerly boundary line of said Lot 2 N.89°59'17"E. 13.72 feet;

Pin No. 15680
Project No. S-0108(36)6
Parcel No. 0108:210:E

thence S.01°29'23"E. 53.09 feet; thence N.89°52'31"W. 3.72 feet; thence S.03°09'23"E. 3.90 feet; thence S.00°07'29"W. 74.55 feet, more or less, to a point on the southerly boundary line of said Lot 2; thence along said southerly boundary line of said Lot 2 S.89°59'17"W. 10.00 feet, more or less, to the point of beginning. The above described easement contains 1,510 square feet or 0.035 acre in area, more or less.

(Note: Rotate above bearings $00^{\circ}19'50''$ clockwise to equal NAD83 project bearings.)

**GRH CLINTON LLC,
an Idaho limited liability company**

Print Name and Title

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 GRH CLINTON LLC, an Idaho limited liability company, as to a 52% undivided interest, as tenant in-common, whose address is 8645 West Franklin Road, Boise, Idaho 83709 and that said document was signed by him/her on behalf of said GRH CLINTON LLC, an Idaho limited liability company, as to a 52% undivided interest, as tenant in-common, whose address is 8645 West Franklin Road, Boise, Idaho 83709 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

Temporary Easement
(LIMITED LIABILITY COMPANY)
Davis County

Tax ID No. 14-381-0002

Pin No. 15680

Project No. S-0108(36)6

Parcel No. 0108:210:E2

HALKER PROPERTIES LLC, an Idaho limited liability company, as to a 48% undivided interest, as tenant in-common, whose address is 8645 West Franklin Road, Boise, Idaho 83709, 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 temporary easement, upon part of an entire tract of property, situate in Lot 2, Pioneer Square Subdivision according to the official plat thereof recorded June 4, 2004 as Entry No. 1992115 in Book 3554 at Page 508, situate in the SW1/4 NW1/4 of Section 27, T.5N., R.2W., S.L.B.&M., to facilitate the construction of improvements incident to SR-108, 300 North to 1800 North, known as project number S-0108(36)6. 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 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.

Beginning at a point on the southerly boundary line of said Lot 2 which point is 290.99 feet N.00°07'29"E. along the section line and 60.50 feet N.89°59'17"E. from the West Quarter Corner of said Section 27 which point is also 58.50 feet perpendicularly distant easterly from said SR-108 control line of said project, at Engineer Station 291+32.04; and running thence the following two (2) courses along the project easterly right of way line of said SR-108: (1) N.00°07'29"E. 74.46 feet; (2) N.01°35'48"W. 57.07 feet to a point on the northerly boundary line of said Lot 2; thence along the northerly boundary line of said Lot 2 N.89°59'17"E. 13.72 feet;

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Project No. S-0108(36)6
Parcel No. 0108:210:E2

thence S.01°29'23"E. 53.09 feet; thence N.89°52'31"W. 3.72 feet; thence S.03°09'23"E. 3.90 feet; thence S.00°07'29"W. 74.55 feet, more or less, to a point on the southerly boundary line of said Lot 2; thence along said southerly boundary line of said Lot 2 S.89°59'17"W. 10.00 feet, more or less, to the point of beginning. The above described easement contains 1,510 square feet or 0.035 acre in area, more or less.

(Note: Rotate above bearings $00^{\circ}19'50''$ clockwise to equal NAD83 project bearings.)

**HALKER PROPERTIES LLC,
an Idaho limited liability company**

Print Name and Title

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 HALKER PROPERTIES LLC, an Idaho limited liability company, as to a 48% undivided interest, as tenant in-common, whose address is 8645 West Franklin Road, Boise, Idaho 83709 and that said document was signed by him/her on behalf of said HALKER PROPERTIES LLC, an Idaho limited liability company, as to a 48% undivided interest, as tenant in-common, whose address is 8645 West Franklin Road, Boise, Idaho 83709 by Authority of its _____.

Notary Public

WHEN RECORDED, MAIL TO:
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Public Utility Easement

(LIMITED LIABILITY COMPANY)

Davis County

Tax ID No. 14-381-0002

Pin No. 15680

Project No. S-0108(36)6

Parcel No. 0108:210:PUE

GRH CLINTON LLC, an Idaho limited liability company, as to a 52% undivided interest, as tenant in-common, whose address is 8645 West Franklin Road, Boise, Idaho 83709, Grantor, the undersigned, hereby DEDICATES a Public Utility Easement for the use and installation of public utility facilities as provided in the Utah Code Section 54-3-27 (the "PUE Statute"). The Easement is non-exclusive and may be used by all public utilities according to the terms of the PUE Statute.

A public utility easement, upon part of an entire tract of property, situate in Lot 2, Pioneer Square Subdivision according to the official plat thereof recorded June 4, 2004 as Entry No. 1992115 in Book 3554 at Page 508, situate in the SW1/4 NW1/4 of Section 27, T.5N., R.2W., S.L.B.&M., in Davis County, Utah.

Beginning at a point on the southerly boundary line of said Lot 2 which point is 290.99 feet N.00°07'29"E. along the section line and 60.50 feet N.89°59'17"E. from the West Quarter Corner of said Section 27 which point is also 58.50 feet perpendicularly distant easterly from said SR-108 control line of said project, at Engineer Station 291+32.04; and running thence the following two (2) courses along the project easterly right of way line of said SR-108: (1) N.00°07'29"E. 74.46 feet; (2) N.01°35'48"W. 57.07 feet to a point on the northerly boundary line of said Lot 2; thence along the northerly boundary line of said Lot 2 N.89°59'17"E. 8.45 feet; thence S.03°09'23"E. 57.04 feet; thence S.00°07'29"W. 74.55 feet, more or less, to a point on the southerly boundary line of said Lot 2; thence along said southerly boundary line of said Lot 2 S.89°59'17"W. 10.00 feet, more or less, to the point of beginning. The above described easement contains 1,271 square feet or 0.029 acre in area, more or less, of which 640 square feet, or 0.015 acre is now occupied by the existing public utility easement. Balance is 631 square feet, or 0.014 acre.

Pin No. 15680
Project No. S-0108(36)6
Parcel No. 0108:210:PUE

(Note: Rotate above bearings $00^{\circ}19'50''$ clockwise to equal NAD83 project bearings.)

**GRH CLINTON LLC,
an Idaho limited liability company**

Print Name and Title

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 GRH CLINTON LLC, an Idaho limited liability company, as to a 52% undivided interest, as tenant in-common, whose address is 8645 West Franklin Road, Boise, Idaho 83709 and that said document was signed by him/her on behalf of said GRH CLINTON LLC, an Idaho limited liability company, as to a 52% undivided interest, as tenant in-common, whose address is 8645 West Franklin Road, Boise, Idaho 83709 by Authority of its

Notary Public

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Public Utility Easement

(LIMITED LIABILITY COMPANY)

Davis County

Tax ID No. 14-381-0002

Pin No. 15680

Project No. S-0108(36)6

Parcel No. 0108:210:PUE2

HALKER PROPERTIES LLC, an Idaho limited liability company, as to a 48% undivided interest, as tenant in-common, whose address is 8645 West Franklin Road, Boise, Idaho 83709, Grantor, the undersigned, hereby DEDICATES a Public Utility Easement for the use and installation of public utility facilities as provided in the Utah Code Section 54-3-27 (the "PUE Statute"). The Easement is non-exclusive and may be used by all public utilities according to the terms of the PUE Statute.

A public utility easement, upon part of an entire tract of property, situate in Lot 2, Pioneer Square Subdivision according to the official plat thereof recorded June 4, 2004 as Entry No. 1992115 in Book 3554 at Page 508, situate in the SW1/4 NW1/4 of Section 27, T.5N., R.2W., S.L.B.&M., in Davis County, Utah.

Beginning at a point on the southerly boundary line of said Lot 2 which point is 290.99 feet N.00°07'29"E. along the section line and 60.50 feet N.89°59'17"E. from the West Quarter Corner of said Section 27 which point is also 58.50 feet perpendicularly distant easterly from said SR-108 control line of said project, at Engineer Station 291+32.04; and running thence the following two (2) courses along the project easterly right of way line of said SR-108: (1) N.00°07'29"E. 74.46 feet; (2) N.01°35'48"W. 57.07 feet to a point on the northerly boundary line of said Lot 2; thence along the northerly boundary line of said Lot 2 N.89°59'17"E. 8.45 feet; thence S.03°09'23"E. 57.04 feet; thence S.00°07'29"W. 74.55 feet, more or less, to a point on the southerly boundary line of said Lot 2; thence along said southerly boundary line of said Lot 2 S.89°59'17"W. 10.00 feet, more or less, to the point of beginning. The above described easement contains 1,271 square feet or 0.029 acre in area, more or less, of which 640 square feet, or 0.015 acre is now occupied by the existing public utility easement. Balance is 631 square feet, or 0.014 acre.

Pin No. 15680
Project No. S-0108(36)6
Parcel No. 0108:210:PUE2

(Note: Rotate above bearings $00^{\circ}19'50''$ clockwise to equal NAD83 project bearings.)

HALKER PROPERTIES LLC,
an Idaho limited liability company

Print Name and Title

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 HALKER PROPERTIES LLC, an Idaho limited liability company, as to a 48% undivided interest, as tenant in-common, whose address is 8645 West Franklin Road, Boise, Idaho 83709 and that said document was signed by him/her on behalf of said HALKER PROPERTIES LLC, an Idaho limited liability company, as to a 48% undivided interest, as tenant in-common, whose address is 8645 West Franklin Road, Boise, Idaho 83709 by Authority of its _____

Notary Public