WEST VALLEY CITY
RIGHT-OF-WAY AGREEMENT

On this 2 day of December, 2014, **El Dorado Investment Company, L.C., a Utah limited liability company**, of 4901 West 2100 South, West Valley City, Utah 84120, GRANTORS, hereby agree to sell to **West Valley City, a municipal corporation of the State of Utah,** having an address of 3600 Constitution Boulevard, West Valley City, Utah 84119, GRANTEE, its successors and assigns, by Special Warranty Deed, a tract of land for right-of-way purposes. Said property being granted to West Valley City is described as follows:

> A parcel of land in fee for highway purposes, being part of an entire tract of property, situate in the Southeast Quarter of the Northeast Quarter of Section 24, Township 1 South, Range 2 West, Salt Lake base and Meridian. The boundaries of said parcel of land are described as follows:
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> Beginning at the southeast corner of said entire tract, which point is 470.21 feet S.89°40'45" W along the quarter section line from the East Quarter Corner of said Section 24; and running thence S.89°40'45" W 854.99 feet, more or less, (record 851.31 feet, more or less) along the southerly boundary line to the westerly boundary line of said entire tract; thence N.00°03'47" E (record N.0°01'20" W) 64.12 feet; thence Easterly 134.39 feet along the arc of a 4803.00-foot radius non-tangent curve to the right, (chord bears N.88°52'40" E 134.38 feet); thence N.89°40'45" E 720.59 feet to the easterly boundary line of said entire tract; thence S.00°01'40" W 66.00 feet along said easterly boundary line to the Point of Beginning.
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> The above described parcel of land contains 56,343 square feet in area or 1.293 acres.

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. Said tract of land is granted free and clear of all liens and encumbrances, and partial releases for said tract of land shall be furnished to West Valley City prior to payment. The total amount in cash settlement shall be paid to GRANTORS, except such portion thereof as GRANTORS, may assign to lien-holders in obtaining the partial releases.

2. West Valley City shall pay $281,800.00, in cash, for the above-described property. This amount constitutes the entire payment for all land, improvements, structures, severance, remainder or proximity damages, relocation costs, and any and all known or potential damages, costs, or value that may be related to said property. Payment shall be made within 60 days of approval of this agreement by the West Valley City Council.

3. Construction shall be in accordance with project plans and specifications. No work, improvement, alteration, or maintenance will be done or made other than or in addition to that provided for in this agreement.

4. This agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to this property. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve West Valley City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

5. It is understood by the parties that none of the intended improvements shall have any effect upon the existing zoning of GRANTORS' remaining property, nor has West Valley City made any

representations or promises whatsoever regarding present or future zoning. This shall not be construed to mean that the zoning cannot be changed in the future as provided in West Valley City ordinances as they currently exist or as amended in the future.

6. GRANTORS agree to pay all taxes assessed against the property, as well as all levied or pending assessments affecting the property up to the closing date. However, if for any reason the Salt Lake County Treasurer determines there are rollback taxes due on the property, it shall be the responsibility of GRANTEE to pay said taxes.

7. This agreement is contingent on the approval of the West Valley City Council.

WITNESSED the hands of said GRANTOR this 2 day of December, 2014.

GRANTOR

Robert B. Campbell, Manager
El Dorado Investment Company, L.C.

State of Utah)
:ss
County of Salt Lake)

On this 2nd day of December, 2014, personally appeared before me Robert B. Campbell, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is Manager of El Dorado Investment Company, L.C., a Utah limited liability company, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.

Lori A Young
Notary Public

NOTARY PUBLIC
LORI A. YOUNG
Commission No. 611199
Commission Expires
AUGUST 11, 2015
STATE OF UTAH