April 23, 2015

TO: Ivan Marrero, Division Administrator
    Federal Highway Administration

FROM: Lyle McMillan
    Director of Right of Way and Property Management

SUBJECT: Right of Way Certification

Region: 2 PIN No.: 11408 Project No.: F-0266(63)3
Authority No.: 54136 Location: SR-266/500 W. Intersection Imps

Federal Aid Participation X
Non-Participation (State Funded)
Local Government Project No

I, Lyle McMillan, Director of Right of Way and Property Management for the Utah Department of Transportation, certify that there are 5 ownerships on this project, 3 of which have been acquired. The Region has requested we advertise with the attached 2 limitations.

The right of way has been acquired in accordance with applicable Federal Highway Administration procedures, which includes the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended and 23 CFR part 710.

There are 0 displaces on this project.

LM/mw

Attachments

cc: Rob Wight
    Victoria Hanshew
    Program Finance
    Region Director: Nathan Lee
    PM: Aaron Wall
    Project Lead: Eric Lyon
RIGHT OF WAY CERTIFICATION REQUEST

To: Lyle McMillian  
Director of Right of Way and Property Management

From: Aaron Wall  
Project Manager  
Eric Lyon  
Lead Agent

Region: 2  
PIN: 11408  
Authority Number: 54136

Project Number: F-0266(63)3  
Project Description: SR-266/500 West Intersection Improvements

Federal Aid Participation: ☑  
State Funding: ☐  
Is This a Local Government Project? No

We are requesting a Right of Way Certification for this project by: 4/24/2015

Right of way is needed for the project and the status is as follows:

☐ All right of way, including easements and permits, has been acquired by Contract or Right of Entry and Occupancy Agreement (ROO).

☑ All right of way, including easements and permits, has NOT been acquired, or there are displaced persons and/or businesses which have not vacated the premises. This project will be advertised with limitations.

**The following documents must be attached; Limitations Addendum, 555spec, Action Plan

I understand and agree that I shall only give notice to contractor that it may enter the 2 property(ies) listed on the following 1 page(s) after receiving written notification from the ROW Lead Agent.

X. [Signature]
By: Shawn Lambert  
Resident Engineer

X. [Signature]
By: Aaron Wall  
Project Manager
LIMITATIONS:

<table>
<thead>
<tr>
<th>Parcel No.</th>
<th>Committed Clearance Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>August 31, 2015</td>
</tr>
<tr>
<td>4</td>
<td>July 15, 2015</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Parcel No.</th>
<th>Committed Clearance Date</th>
</tr>
</thead>
</table>

2

Initials RE
Initials PM
Project Name: SR-266/500 West Intersection Improvements  
Project F-0266(63)3  
PIN 11408

Right-of-Way Limitations:
1. On portions of SR-266 and 500 West, work may commence on existing UDOT or City owned Rights of Way and properties cleared for construction as part of this project.
2. The Contractor shall verify legal rights for entry are obtained before construction activities occur on any property.
3. For legal rights for entry obtained after the date of this agreement, the Contractor must obtain written approval from the Resident Engineer before entering upon those properties.
4. No physical entry is allowed on the properties listed in Table 1 until UDOT has secured a right of entry on the property.
5. None of the properties listed in Table 1 shall be on the critical path until the committed clearance date as shown in Table 1.
6. Do not enter or commence work on any property unless the necessary legal rights for entry are obtained. Contractor is responsible to enforce this requirement with the subcontractors. Any physical entry on the property without the necessary legal rights for entry is considered trespassing. Contractor assumes all liability for any trespass. Contractor will indemnify, defend, and hold harmless the State of Utah, UDOT, its employees and agents from and against all claims, damages, injuries, suits and costs, including attorneys’ fees, or increased costs caused by the Contractor’s entry upon parcels without having the necessary legal rights for entry.

<table>
<thead>
<tr>
<th>Parcel No.</th>
<th>Owner Name</th>
<th>Property Address</th>
<th>Committed Clearance Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Tesoro Refining &amp; Marketing Company LLC</td>
<td>524 West 4500 South, Murray, UT</td>
<td>August 31, 2015</td>
</tr>
<tr>
<td>4</td>
<td>Eagle Hardware &amp; Garden, Inc.</td>
<td>469 West 4500 South, Murray, UT</td>
<td>July 15, 2015</td>
</tr>
</tbody>
</table>
PIN 11408 Action Plan to Clear Limitations – Date: April 22, 2015

Parcel 2
Owner: Tesoro Refining
Offer Date: Original offer 1/30/15, revised offer
Limitation Clearance Date: August 31, 2015
Property Value: $119,900
Acquisition consists of fee simple taking and TCE. Sign and vent pipes are impacted.
Four-option letter was sent on February 20, 2015, based on revised offer, a new four option letter was sent on 4/13/2015. The condemnation is at the AG.
Action plan: Continue to work with AG to obtain occupancy by the court or settle through contract. Instructed AG to file the case promptly. Estimated order of immediate occupancy should be obtained by August 31, 2015 or earlier.

Parcel 4
Owner: Eagle Hardware & Garden Inc. (Lowe's)
Offer Date: January 14, 2015
Limitation Clearance Date: July 15, 2015
Property Value: $8,600
Acquisition consists of a TCE.
Four-option letter was sent on February 12, 2015.
Action plan: The condemnation is at the AG and the case was filed on April 15, 2015. The property owner has agreed to settle by contract, but we’ve haven’t received the signed ROW contract. AG is pursuing occupancy through court as well as settlement by contract. Estimated order of immediate occupancy should be obtained by July 15, 2015 or earlier.
Right of Way ACQ-Contract Construction Notes

**Pin:** 11408  **Project No:** F-0266(63)3  **Pin Description:** SR-266/500 W. Intersection Imps

<table>
<thead>
<tr>
<th>Parcel Number</th>
<th>Owner Name</th>
<th>Owner Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1, 1:E</td>
<td>Wendy's Old Fashioned Hamburger of 490 West 4500 South, MURRAY, UT 84041</td>
<td>614-789-6340</td>
</tr>
</tbody>
</table>
|               | 10. Compensation includes payment for the following:  
|               | In the area of the taking: 195 sqft sod/sprinklers and planter box.  
|               | In the area of the easement: 528 sqft sod/sprinklers and sprinkler repair.  
|               | 11. "The undersigned tenant hereby agrees that it is not entitled to any financial compensation from UDOT or otherwise. Tenant agrees to seek any compensation related to this transaction from the Grantor and not UDOT. Tenant releases and waives any claims against UDOT for the partial acquisition of the propert."  
|               | 12. "Grantee shall indemnify, defend and hold Grantor harmless from and against any and all third party loss, claim, damage, liability or injury of any nature that are caused by the acts or omissions of Grantee, its employees, agents, or contractors concerning construction within easements. Grantee does not waive any provisions of the Utah Governmental Immunity Act." |  |
| 1, 1:E        | Wendy's Old Fashioned Hamburger of 490 West 4500 South, MURRAY, UT 84041 | 614-789-6340 |
| 2, 2:E        | Tesoro Refining & Marketing Company 524 West 4500 South, MURRAY, UT 84041 | 801-366-2052 |
| 2, 2:E        | Tesoro Refining & Marketing Company 524 West 4500 South, MURRAY, UT 84041 | 801-366-2052 |
| 2, 2:E        | Tesoro Refining & Marketing Company 524 West 4500 South, MURRAY, UT 84041 | 801-366-2052 |
| 3, 3:E        | Margin Properties, L.C.1 4518 South Riverside Drive, MURRAY, UT 84123 | 801-509-7218 |
|               | 10. Compensation includes payment for the following:  
|               | In the area of the taking: 180 sqft sod/sprinklers  
|               | In the area of the easement: 727 sqft sod/sprinklers and sprinkler repair.  
|               | 11. An incentive payment of $3,000 for a signed contract in the amount of the original offer, or $1,500 for a signed Right of Occupancy Agreement if either is signed and submitted within 30 Days of the presentation of this offer, or February 20, 2015. |
12. "The undersigned tenant hereby agrees that it is not entitled to any financial compensation from UDOT or otherwise. Tenant agrees to seek any compensation related to this transaction from the Grantor and not UDOT. Tenant releases and waives any claims against UDOT for the partial acquisition of the property."

3, 3:E
Margin Properties, L.C.1
801-509-7218
4518 South Riverside Drive, MURRAY, UT 84123

10. Compensation includes payment for the following:
In the area of the taking: 180 sqft sod/sprinklers
In the area of the easement: 727 sqft sod/sprinklers and sprinkler repair.

11. "The undersigned tenant hereby agrees that it is not entitled to any financial compensation from UDOT or otherwise. Tenant agrees to seek any compensation related to this transaction from the Grantor and not UDOT. Tenant releases and waives any claims against UDOT for the partial acquisition of the property."

4:E
Eagle Hardware & Garden, Inc.
949-891-9007
469 West 4500 South, MURRAY, UT 84041

6. The parties hereto acknowledge that certain improvements located within the area of the temporary construction easement may be damaged by Grantee's project. Grantee agrees to repair and replace any asphalt surfacing and concrete curbing within the area of the temporary construction easement that it may damage during construction at its own cost and expense. To the extent any landscaping or other improvements may be damaged by Grantee's project, the total compensation set forth in this contract to be paid for this acquisition includes $6,500 as cost to cure these improvements. Some of these improvements for which cost to cure compensation is being paid are located within the existing right-of-way for 500 West Street, but Grantee is willing to provide compensation to allow them to be restored by Grantor following completion of Grantee's project, and to provide for a temporary sprinkling system during construction, in the amount set forth in the preceding sentence. Grantor agrees that the amounts set forth herein are sufficient compensation to address any and all claims it may have relating to these improvements and acknowledges that Grantee has no obligation to restore any such improvements except as specifically set forth in the second sentence of this paragraph. Grantor shall hold Grantee harmless for any claims relating to these improvements.
INFORMATION REQUIRED WHEN REQUESTING R/W CERTIFICATION WITH LIMITATIONS

Project #: F-0266(63)3
Pin: 11408
Finet #: 54132
PM: Aaron Wall
Region: Two

Answer the four questions below for each parcel, and send this form along with additional documentation (specs i.e. 00555) and the cert to Central R/W: (answers should be unique for each certification)

("We do not want to delay the contractor." is a boiler plate answer and will not be accepted)

#1. Why can we NOT wait for Right of Way to clear all the needed Parcels for construction?

#2. How are we preventing possible delay claims with these limitations?

#3. What efforts are in place to protect the landowners and prevent ALL trespasses?

#4. How will this impact the bid cost and what measures are in place to ensure that this does not increase or create additional cost?

<table>
<thead>
<tr>
<th>Parcel/Ownership Number</th>
<th>#1</th>
<th>#2</th>
<th>#3</th>
<th>#4</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>A delay in advertising would potentially cause construction to be delayed until next year. The project is a critical safety improvement project, delay may cause additional accidents.</td>
<td>All of the project can be constructed except for the right turn lane associated with this acquisition. The PM and RE indicate the project is constructable except as noted above.</td>
<td>The 00555 Limitations of Operation spec protects the landowner and prevents the contractor from trespassing on the property.</td>
<td>If occupancy can not be obtained until after the limitation date, the only increase in cost would be a minimal remobilization fee, which the PM is both agreeable and willing to deal with if needed.</td>
</tr>
<tr>
<td>4</td>
<td>(Same as above)</td>
<td>Based on the current anticipated NTP, the contractor will not be constructing any earlier than the limitation date.</td>
<td>(Same as above)</td>
<td>The limitation will be cleared by the NTP.</td>
</tr>
</tbody>
</table>