

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: F-0068(109)27 Parcel No.(s): 272:A, 272:S

Pin No: 15275 Job/Proj No: 54961 Project Location: SR-68; Village Pkwy. to Grandview in Saratoga Spgs  
County of Property: UTAH Tax ID / Sidwell No: 58:035:0074, 40:178:0013, 40:178:0017  
Property Address: 524 N Redwood Rd SARATOGA SPRINGS UT, 84045  
Owner's Address: P.O. Box 37, LEHI, UT, 84043  
Owner's Home Phone: Owner's Work Phone:  
Owner / Grantor (s): Scott C. McLachlan  
Grantee: Utah Department of Transportation (UDOT)/The Department

### Acquiring Entity: Utah Department of Transportation (UDOT)

### For the subject property described in the attached deed (Exhibit A).

This Right of Entry and Occupancy Agreement ("Agreement") is entered between Scott C. McLachlan ("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 \$2,266,501.00 (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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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]*

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Owner / Grantor (s): Scott C. McLachlan  
Grantee: Utah Department of Transportation (UDOT)/The Department

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

DATED this 2<sup>nd</sup> day of February, 2018

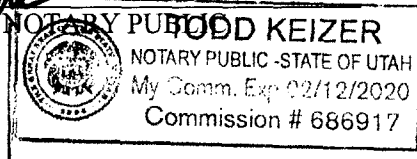
Scott C. McLachlan Property Owner  
Scott C. McLachlan Property Owner

STATE OF UTAH

County of WTRM

On the 2<sup>nd</sup> day of February, 2018, personally appeared before me

Scott C. McLachlan the signer(s) of the Agreement set forth above,  
who duly acknowledged to me that they executed the same.



DATED this 21 day of February, 2018

[Signature]  
UDOT Director / Deputy Director of Right of Way

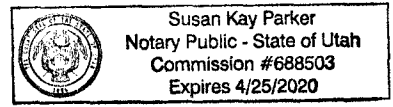
STATE OF UTAH

County of Salt Lake

On the 21<sup>st</sup> day of February, 2018, personally appeared before me

Wyle D. McMiller the signer(s) of this Agreement for UDOT  
who duly acknowledged to me that they executed the same.

[Signature]  
NOTARY PUBLIC



“ Exhibit A ”

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right-of-Way, Fourth Floor  
4501 South 2700 West  
Box 148420  
Salt Lake City, Utah 84114-8420

Affecting Tax ID No. 58:035:0074

**Warranty Deed**

(CONTROLLED ACCESS)

PIN 15275

Utah County

Project No. F-0068(109)27

Parcel No. 0068:272:A

Scott C. McLachlan aka Scott O. McLachlan, Grantor,  
of Lehi County of Utah, State of Utah,  
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 Utah County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract for the widening of existing  
State Route 145 known as Project No. F-0068(109)27, situate the SW1/4NE1/4 of  
Section 23, T.5S., R.1W., S.L.B.&M. The boundaries of said parcel of land are  
described as follows:

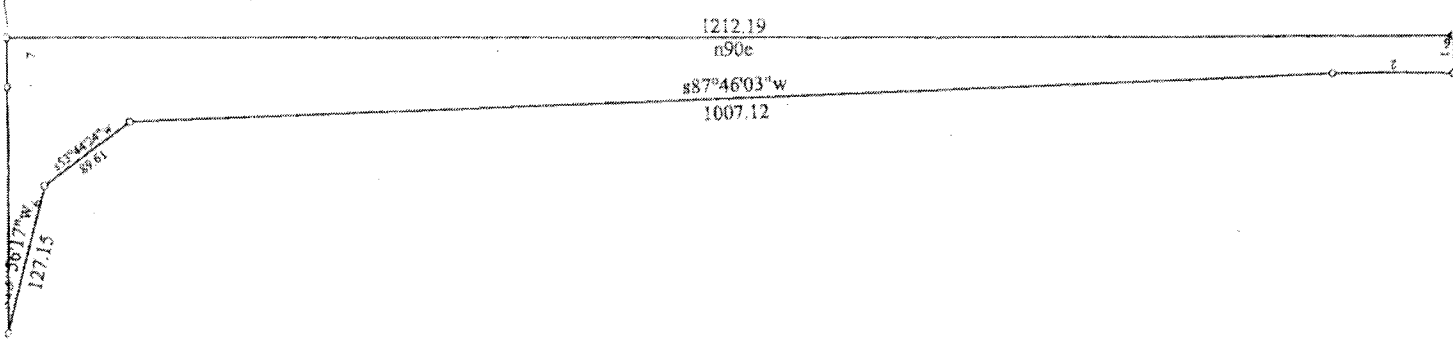
Beginning at the northeast corner of said entire tract, said point is 1331.35 feet  
N.89°53'29"E. along the northerly section line of said Section 23, and 1515.81 feet  
South from the north quarter corner of said Section 23; and running thence  
S.00°22'12"E. 31.81 feet along the easterly boundary line of said entire tract to a point  
125.00 feet radially distant southerly from the control line of SR-145 (Pioneer Crossing)

of said project, opposite Engineer Station 749+55.97; thence westerly 103.55 feet along the arc of a 2345.50-foot radius non-tangent curve to the left (Note: Chord to said curve bears N.89°47'14"W. for a distance of 103.54 feet with a central angle = 2°31'46") to a point 125.00 feet perpendicularly distant southerly from the control line of said project, opposite Engineer Station 748+46.90; thence S.87°46'03"W. 1007.12 feet to a point 145.75 feet perpendicularly distant southerly from the control line of said project, opposite Engineer Station 738+40.00; thence S.53°44'24"W. 89.61 feet to a point 131.16 feet perpendicularly distant easterly from the control line of SR-68 (Redwood Road) of said project, opposite Engineer Station 549+95.00; thence S.13°56'17"W. 127.15 feet to the existing easterly right of way of SR-68 (Redwood Road) to a point 100.73 feet perpendicularly distant easterly from the control line of SR-68 of said project, opposite Engineer Station 548+71.55; thence along said existing easterly right of way line the following two (2) courses and distances (1) northerly 205.77 feet along the arc of a 20100.72-foot radius non-tangent curve to the left (Note: Chord to said curve bears N.00°13'04"W. for a distance of 205.77 feet with a central angle = 00°35'12") to a point of compound curvature with a 19900.72-foot radius curve to the right; thence (2) northerly 41.29 feet along the arc of said curve (Note: Chord to said curve bears N.00°27'05"W. for a distance of 41.29 feet with a central angle = 00°07'08") to a point of non-tangency and to the northerly boundary line of said entire tract and the existing southerly right of way and limited access line of said SR-145; thence along said boundary line the following two (2) courses and distances (1) East 1212.19 feet; thence (2) easterly 1.49 feet along the arc of a 1400.00-foot radius tangent curve to the right (Note: Chord to said curve bears S.89°58'11"E. for a distance of 1.49 feet with a central angle = 00°03'39") 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 67,374 square feet or 1.547 acres.

To enable the Utah Department of Transportation to construct and maintain a 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

Continued on Page 3





Title: Parcel 272:A		Date: 06-06-2017
Scale: 1 inch = 160 feet	File: 15275_F-0068(109)27_01P_272_A_DeedPlot.des	
Tract 1: 1.547 Acres: 67374 Sq Feet: Closure = n00.3703e 0.01 Feet: Precision =1/433297: Perimeter = 2820 Feet		
001=s0.2212e 31.81	005=s13.5617w 127.15	009: Rt, R=1400.00 Bng=s89.5811e, Chd=1.49
002: Lt, R=2345.50 Bng=n89.4714w, Chd=103.54	006: Lt, R=20100.72 Bng=n0 1304w, Chd=205.77	
003=s87.4603w 1007.12	007: Rt, R=19900.72 Bng=n0.2703w, Chd=41.29	
004=s53.4424w 89.61	008=n90e 1212.19	

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### Warranty Deed

Utah County

PIN 15275

Project No. F-0068(109)27

Parcel No. 0068:272:S

Scott C. McLachlan aka Scott O. McLachlan, Grantor,  
of Lehi County of Utah, State of Utah,  
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 Utah County, State of Utah, to-wit:

A tract of land in fee, being part of an entire tract, situate the SW1/4 NE1/4 of  
Section 23, T.5S., R.1W., S.L.B.&M. The boundaries of said tract of land are described  
as follows:

Beginning at the northeast corner of said entire tract, said corner is 1331.35 feet  
N.89°53'29"E. along the northerly section line of said Section 23, and 1515.81 feet  
South and 31.81 feet S.00°22'12"E. from the north quarter corner of said Section 23;  
and running thence S.00°22'12"E. 86.80 feet along said easterly boundary line; thence  
S.86°16'37"W. 1203.39 feet to the southerly right of way and limited access line of State  
Route 145, (UDOT Project No. F-0068(109)27); thence along said southerly right of way  
and limited access lines the following four (4) courses and distances (1) N.13°56'17"E.  
75.31 feet; thence (2) N.53°44'24"E. 89.61 feet; thence (3) N.87°46'03"E. 1007.12 feet;

Continued on Page 2  
INDIVIDUAL RW-01 (10-12-04)



PIN 15275  
Project No. F-0068(109)27  
Parcel No. 0068:272:S

thence (4) easterly 103.55 feet along the arc of a 2345.50-foot radius non-tangent curve to the right (Note: Chord to said curve bears S.89°47'14"E. for a distance of 103.54 feet with a central angle = 02°31'46") 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 124,781 square feet or 2.865 acres.

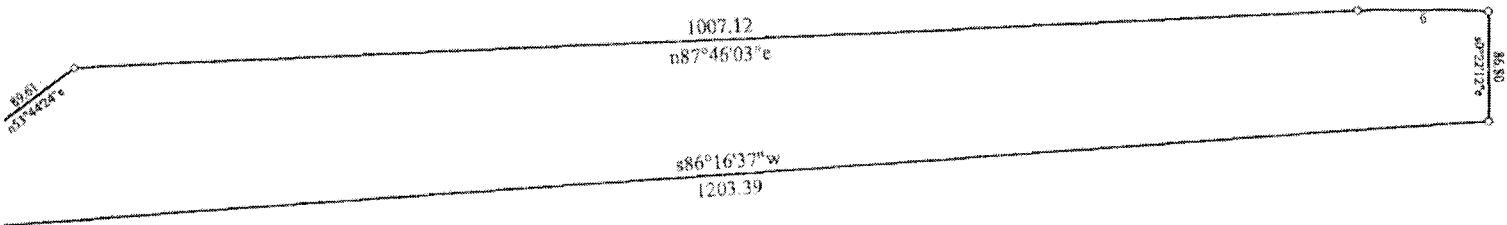
**WITNESS**, the hand\_\_ of said Grantor\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

Signed in the presence of:

\_\_\_\_\_  
  
STATE OF \_\_\_\_\_ )  
 ) ss. Scott C. McLachlan  
COUNTY OF \_\_\_\_\_ )  
\_\_\_\_\_

On the date first above written personally appeared before me, Scott C. McLachlan aka Scott O. McLachlan, the signer\_\_ of the within and foregoing instrument, who duly acknowledged to me that \_\_\_he\_\_\_ executed the same.

\_\_\_\_\_  
Notary Public



Title: Parcel 272:S		Date: 06-06-2017
Scale: 1 inch = 150 feet	File: 15275_F-0068(109)27_01P_272_S_Sig.des	
Tract 1: 2.865 Acres: 124781 Sq Feet: Closure = s54.5534w 0.00 Feet: Precision >1/999999: Perimeter = 2566 Feet		
001=s0.2212e 86.80	004=n53.4424e 89.61	
002=s86.1637w 1203.39	005=n87.4603e 1007.12	
003=n13.5617e 75.31	006: Rt, R=2345.50	
	007: s89.4714e, Chd=103.54	