

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

3194564
BK 7365 PG 494

110250-JCP



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-R199(229) Parcel No.(s): 119B

12-111-0015
12-111-0016

Pin No: 11268 Job/Proj No: 72698 Project Location: West Davis Highway
County of Property: DAVIS Tax ID / Sidwell No: 12-111-0015, 12-111-0016
Property Address: Approx. 1000 West 3700 South SYRACUSE UT, 84075
Owner's Address: PO Box 265, CORRINE, UT, 84307
Owner's Home Phone: (801)390-1161 Owner's Work Phone:
Owner / Grantor (s): Gleelyn J. Bateman and Marcia O. Bateman, husband and wife as joint tenants with full rights of survivorship
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 Gleelyn J. Bateman and Marcia O. Bateman, husband and wife as joint tenants with full rights of survivorship ("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 \$597,900.00 (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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SIGNATURE PAGE
TO
UTAH DEPARTMENT OF TRANSPORTATION
RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

DATED this 4th day of September, 2019

Gleeelyn Bateman Marcia O. Bateman
Property Owner Property Owner

Property Owner

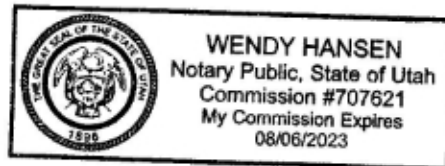
Property Owner

STATE OF UTAH
County of Davis

On the 4th day of September, 2019, personally appeared before me

Gleeelyn J. Bateman & Marcia O. Bateman the signer(s) of the Agreement set forth above,
who duly acknowledged to me that they executed the same.

Wendy Hansen
NOTARY PUBLIC



DATED this 30th day of September, 2019

Charles A. Stormont
UDOT Director / Deputy Director of Right of Way

STATE OF UTAH
County of SALT LAKE

On the 30th day of SEPTEMBER 2019, 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.

Jolene Ottley
NOTARY PUBLIC

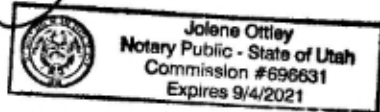


Exhibit "A"

119B- Warranty Deed

3194564
BK 7365 PG 498
WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Warranty Deed

Davis County

Tax ID No. 12-111-0015
12-111-0016
PIN No. 11268
Project No. S-R199(229)
Parcel No. R199:119B

Gleelyn J. Bateman and Marcia O. Bateman, husband and wife as joint tenants with full rights of survivorship Grantor, of Corrine, County of Box Elder, 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 Davis County, State of Utah, to-wit:

A parcel of land in fee being part of an entire tract of property, situate in the NW1/4 NW1/4 and the SW1/4 NW1/4 of Section 26, 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 is described as follows:

Beginning in the northerly boundary line of said entire tract, 2326.44 feet West along the section line from the northeast corner of the northwest quarter of said Section 26, and running thence South 17.50 feet; thence West 37.00 feet; thence South 53.50 feet; thence East 53.44 feet, more or less, to the easterly boundary line of said entire tract; thence South 2569.00 feet; thence West 330.00 feet, more or less, to the westerly boundary line of said entire tract and westerly line of said Section 26; thence North 2640.00 feet, more or less, along said westerly boundary line to the northerly boundary line of said entire tract and northerly line of said Section 26; thence East 313.56 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 parcel of land contains 868,055 square feet in area or 19.928 acres, more or less.

(Note: Rotate above bearings 00°27'34" clockwise to equal Highway bearings).

PIN No. 11268
Project No. S-R199(229)
Parcel No. R199:119B

WITNESS, the hand of said Grantor, this _____ day of _____, A.D. 20 ____.

STATE OF
COUNTY OF

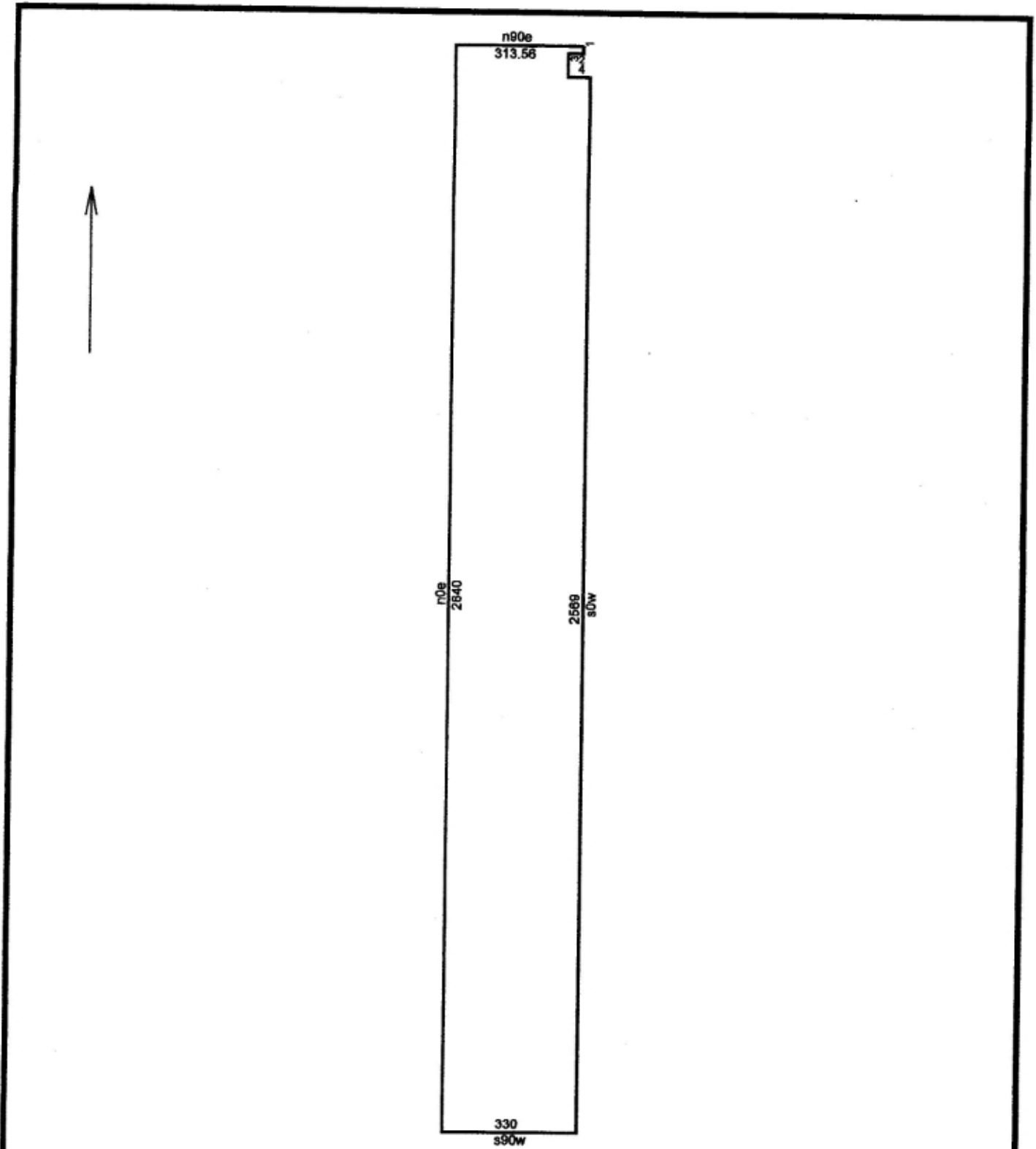
)
) ss.
)

Gleelyn J. Bateman

Marcia O. Bateman

On the date first above written personally appeared before me, Gleelyn J. Bateman and Marcia O. Bateman, husband and wife as joint tenants with full rights of survivorship, the signers of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

Notary Public



11268_S-R199(229)_17P_119B_DeedPlot 4/18/2019

Scale: 1 inch= 335 feet | File: 11268_S-R199(229)_17P_109B_DeedPlot.ndp

Tract 1: 19.9278 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=6014 ft.

- 01 s0w 17.5
- 02 s90w 37
- 03 s0w 53.5
- 04 n90e 53.44
- 05 s0w 2569
- 06 s90w 330
- 07 n0e 2640
- 08 n90e 313.56