

RETURNED

OCT 30 2019



Utah Department of Transportation

RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

Project No: S-R199(229)	Parcel No.(s): 119F:T	E 3199778 B 7379 P 746-752
Pin No: 11268	Job/Proj No: 72698	Project Location: West Davis Highway
County of Property: DAVIS	Tax ID/Sidwell No: 12-112-0033	RICHARD T. MAUGHAN
Property Address: Approx. 1000 West 3700 South SYRACUSE UT. 84075		DAVIS COUNTY, UTAH RECORDER
Owner's Address: 3112 West 350 North, LAYTON, UT. 84041		10/30/2019 10:58 AM
Owner's Home Phone: (801)721-0695	Owner's Work Phone:	FEE \$0.00 Pgs: 7
Owner(s): Dan Bankhead and Mary Bankhead, husband and wife as joint tenants		DEP RT REC'D FOR UTAH DEPT OF TRANSPORTATION

IN CONSIDERATION of the mutual covenants herein, the above Owners and the Utah Department of Transportation ("UDOT") enter into this Right of Entry and Occupancy Agreement ("Agreement") and agree as follows:

- SUBJECT PROPERTY.** The Subject Property referred to in this Agreement is identified as parcel number 119F:T, more particularly described in Exhibit A, which is attached hereto and incorporated herein.
- IMMEDIATE OCCUPANCY.** Owners hereby grant to UDOT, its employees and contractors, including but not limited to utility service providers and their contractors performing work as part of the UDOT project identified above, the right to immediately occupy the Subject Property and to do whatever construction, relocation of utilities, and other work as required in furtherance of the above referenced project. Owners represent and warrant that they have the right to grant occupancy of the Subject Property to UDOT.
- ADVANCE PAYMENT.** UDOT agrees to pay Owners the sum of \$349,700 (the "Advance Payment") as consideration for entering into this Agreement and as an advance payment on the just compensation to be awarded in a court proceeding or through arbitration or settlement. The Advance Payment shall be applied as a credit towards amounts owed by UDOT at a closing for sale of the Subject Property to UDOT, or if Owner and UDOT fail to agree on a purchase price for the Subject Property, the Advance Payment shall be considered a payment pursuant to Utah Code § 78B-6-510(3) in any lawsuit to condemn the Subject Property. Such Advance Payment shall provide the parties with all the rights and restrictions in Utah Code § 78B-6-510.
- PURPOSE OF AGREEMENT.** UDOT requires immediate occupancy of the Subject Property so that construction of the above-referenced project can begin. This Agreement alleviates the need to immediately file an eminent domain lawsuit to obtain occupancy and allows Owner and UDOT to continue negotiations for the sale of the Subject Property and interests therein. Upon receipt of the Advance Payment, Owners abandon all defenses to a condemnation lawsuit except a claim for greater compensation, as provided in Utah Code § 78B-6-510.
- IF NEGOTIATIONS ARE SUCCESSFUL.** UDOT and Owners agree that negotiations under this Agreement will be deemed to be successful only if the terms of sale to UDOT of all interests in the Subject Property have been set forth in fully signed written contract(s).

- 6. IF NEGOTIATIONS ARE UNSUCCESSFUL.** If UDOT and Owners have not entered into a written contract or contracts for the sale to UDOT of all interests of Owners in the Subject Property within 90 days following the last signature to this Agreement, UDOT may then file a lawsuit to condemn the Subject Property. Upon written request by Owners pursuant to paragraph 8, UDOT will commence a condemnation lawsuit within 30 days following such request. Such notice may be given by Owner at any time. The occupancy granted to UDOT under this Agreement shall continue throughout any lawsuit to condemn the Subject Property, but UDOT shall have the right to move for and obtain a court order of occupancy, which Owners agree not to contest so long as it is not materially inconsistent with this Agreement.

The date on which the right to compensation and damages, if any, shall be deemed to have accrued for purposes of a condemnation lawsuit or other valuation proceeding, shall be the date of the first signature to this Agreement, or other date as ordered by the court.

- 7. NOTICES AND REQUESTS.** All notices or requests required or contemplated under this Agreement shall be (a) in writing; (b) signed by the Owner or UDOT; and (c) sent by certified U.S. mail to the Owners at the address set forth at page 1 of this Agreement, or to UDOT at: Right of Way Division, Director of Right of Way, 4501 South 2700 West, Box 148420, Salt Lake City, Utah 84114-8420.
- 8. UDOT'S RIGHT TO CANCEL.** If the Subject Property becomes unnecessary for a public use or is no longer required for the construction of the project referenced above, UDOT may cancel this Agreement by written notice to Owners and will have no obligation to purchase or condemn the Subject Property. However, UDOT will jointly pay Owners, in accordance with their interest, the reasonable rental value of the Subject Property for the period of occupancy and will restore the Subject Property due to any disturbance or construction caused by UDOT during occupancy, or in the alternative, UDOT may elect to pay Owner the cost of such restoration. The Advance Payment shall be repaid to UDOT in accordance with Utah law. In addition, if UDOT cancels this Agreement after filing a condemnation action, it shall be considered an abandonment pursuant to Utah Code § 78B-6-517 and all provisions of that Section shall apply.

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Owner's Home Phone: (801)721-0695 Owner's Work Phone:
Owner(s): Dan Bankhead and Mary Bankhead, husband and wife as joint tenants

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

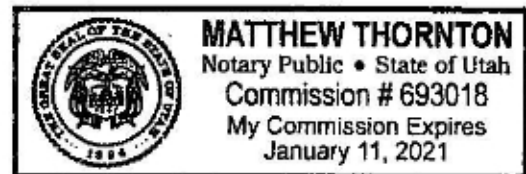
DATED this 25th day of SEPTEMBER, 2019

Dan Bankhead Property Owner Mary A. Bankhead Property Owner

STATE OF UTAH
County of Weber

On the 25 day of September, 2019, Dan & Mary Bankhead, personally appeared before me as the signer(s) of the Agreement set forth above, who duly acknowledged to me that he/she/they executed the same.

Matthew Thornton
NOTARY PUBLIC



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

DATED this 16th day of October, 2019

Charles A. Stormont

UDOT Director of Right of Way

STATE OF UTAH

County of SALT LAKE

On the 16th day of OCTOBER, 2019, CHARLES A. STORMONT, personally appeared before me as the signer(s) of the Agreement set forth above, who duly acknowledged to me that he/she/they executed the same.

Jolene Ottley
NOTARY PUBLIC

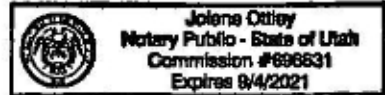


EXHIBIT A

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. 12-112-0033
PIN No. 11268
Project No. S-R199(229)
Parcel No. R199:119F:T

Dan Bankhead and Mary Bankhead, husband and wife as joint tenants Grantor,
of Layton, County of Davis, 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 tract of land in Davis County,
State of Utah, to-wit:

A tract of land in fee being all of an entire tract of property, situate in the
NE1/4 NE1/4 of Section 27, 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 tract of land are described as follows:

Beginning at the Northeast corner of Section 27, Township 4 North, Range 2 West, Salt
Lake Meridian, and running thence South 792 feet (12 chains); thence West 419.30 feet
(6.353 chains); thence North 792 feet (12 chains); thence East 419.30 feet (6.353
chains) to the point of beginning.

The above described tract of land contains 332,086 square feet in area or
7.624 acres.

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

STATE OF
COUNTY OF

)
) ss.
)

Dan Bankhead

Mary Bankhead

On the date first above written personally appeared before me, Dan Bankhead and Mary Bankhead, husband and wife as joint tenants, the signers of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

Notary Public