

3194565
BK 7365 PG 501

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

11190-5CP



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-0089(406)398 Parcel No.(s): 383D, 383D:E

11-111-0066

Pin No: 13821 Job/Proj No: 72194 Project Location: US-89; Farmington to I-84
County of Property: DAVIS Tax ID / Sidwell No: 11-111-0066
Property Address: 1173 East 200 North, KAYSVILLE UT, 84037
Owner's Address: 1173 East 200 North, KAYSVILLE, UT, 84037
Owner's Home Phone: (801)336-8052 Owner's Work Phone:
Owner / Grantor (s): Norman O. Wahlstrom, Jr. and Margaret B. Wahlstrom and their Successor Trustees, as Trustees for the Norman O. Wahlstrom, Jr. Trust, as to an undivided one half interest, and the Margaret B. Wahlstrom Trust, as to an undivided one half interest
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 Norman O. Wahlstrom, Jr. and Margaret B. Wahlstrom and their Successor Trustees, as Trustees for the Norman O. Wahlstrom, Jr. Trust, as to an undivided one half interest, and the Margaret B. Wahlstrom Trust, as to an undivided one half interest ("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 \$44,000.00 (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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Grantee: Utah Department of Transportation (UDOT)/The Department

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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Grantee: Utah Department of Transportation (UDOT)/The Department

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

DATED this 21st day of August, 2019

Margaret B. Wahlstrom Trustee _____ Property Owner
[Signature] _____ Property Owner

STATE OF UTAH
County of Salt Lake

On the 21st day of August, 2019, personally appeared before me

Margaret B & Norman O. Wahlstrom (Trustees) the signer(s) of the Agreement set forth above,
who duly acknowledged to me that they executed the same.

NOTARY PUBLIC



DATED this 27th day of September, 2019

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

STATE OF UTAH
County of Salt Lake

On the 27 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.

NOTARY PUBLIC

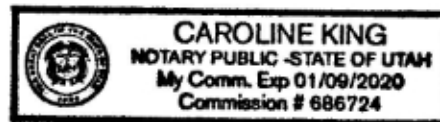


Exhibit A

383D-Warranty Deed

383D:E- Temporary Easement

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

Warranty Deed

(TRUSTEE)

Davis County

Tax ID No. 11-111-0066

PIN No. 13821

Project No. S-0089(406)398

Parcel No. 0089:383D

Norman O. Wahlstrom, Jr. and Margaret B Wahlstrom and their successor trustees, as Trustees for The Norman O. Wahlstrom, Jr. Trust, as to an undivided one half interest, and Margaret B. Wahlstrom and Norman O. Wahlstrom, Jr. and their successors trustees, as Trustee for the Margaret B. Wahlstrom Trust, as to an undivided one half interest, Grantor, of Fruit Heights, County of Davis, State of Utah, hereby CONVEYS AND WARRANTS 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 SE1/4 NE1/4 of Section 35, Township 4 North, Range 1 West, Salt Lake Base and Meridian, for the widening of existing SR-89, known as Project No. S-0089(406)398. The boundaries of said parcel of land are described as follows:

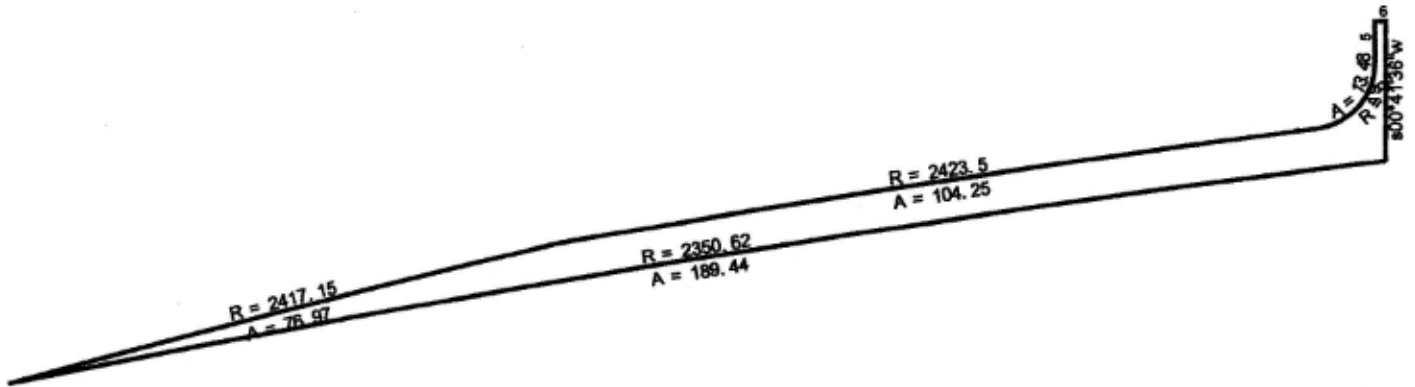
Beginning at the intersection of the easterly boundary line of said entire tract and the existing northerly right of way line of 400 North Street, which point is 1050.22 feet S.00°01'00"W. and 427.87 feet West and 365.26 feet S.00°41'36"W. from the Northeast corner of said Section 35; and running thence westerly 189.44 feet along the arc of a curve to the left with a radius of 2350.62 feet, chord bears S.81°30'37"W. 189.39 feet to a point of curvature of a non-tangent curve to the right with a radius of 2417.15 feet at a point 52.47 feet radially distant northerly from said 400 right of way control line of said Project, opposite approximate Engineers Station 14+58.48; thence easterly along said curve with an arc length of 76.97 feet, chord bears N.76°18'02"E. 76.97 feet to a point of curvature of a non-tangent curve to the right with a radius of 2423.50 feet at a point 57.50 feet radially distant northerly from said 400 right of way control line of said Project, opposite Engineers Station 15+33.54; thence easterly along said curve with an arc length of 104.25 feet, chord bears N.82°11'11"E. 104.24 feet, concentric with said 400 right of way control line of said

Project, to a point of curvature of a curve to the left with a radius of 9.00 feet at a point 57.50 feet radially distant northerly from said 400 right of way control line of said Project, opposite Engineers Station 16+35.31; thence northeasterly along said curve with an arc length of 13.48 feet, chord bears N.40°30'09"E. 12.26 feet to a point 65.86 feet radially distant northerly from said 400 right of way control line of said Project, opposite Engineers Station 16+44.05; thence N.0°34'03"E. 5.18 feet to a point 71.00 feet radially distant northerly from said 400 right of way control line of said Project, opposite Engineers Station 16+44.65; thence N.87°34'18"E. 1.49 feet to the easterly boundary line of said entire tract at a point 70.90 feet radially distant northerly from said 400 right of way control line of said Project, opposite approximate Engineers Station 16+46.09; thence S.0°41'36"W. 19.00 feet along said easterly 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 829 square feet in area or 0.019 acre.

(Note: Rotate above bearings 00°15'33" clockwise to equal Highway bearings).

3194565
BK 7365 PG 509



13821_S-0089(406)398_06P_383D_DeedPlot

2/14/2019

Scale: 1 inch= 25 feet

File: 13821_S-0089(406)398_06P_383D_DeedPlot.ndp

Tract 1: 0.0190 Acres (829 Sq. Feet), Closure: s70.5445w 0.01 ft. (1/54088), Perimeter=410 ft.

01 Lt, r=2350.62, arc=189.44, chord=s81.3037w 189.39
02 Rt, r=2417.15, arc=76.97, chord=n76.1802e 76.97
03 Rt, r=2423.50, arc=104.25, chord=n82.1111e 104.24
04 Lt, r=9.00, arc=13.48, chord=n40.3009e 12.25
05 n00.3403e 5.18
06 n87.3418e 1.49

07 s00.4136w 19

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Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement

(TRUSTEE)

County

Tax ID No. 11-111-0066

PIN No. 13821

Project No. S-0089(406)398

Parcel No. 0089:383D:E

Norman O. Wahlstrom, Jr. and Margaret B Wahlstrom and their successor trustees, as Trustees for The Norman O. Wahlstrom, Jr. Trust, as to an undivided one half interest, and Margaret B. Wahlstrom and Norman O. Wahlstrom, Jr. and their successors trustees, as Trustee for the Margaret B. Wahlstrom Trust, as to an undivided one half interest, Grantor, of Fruit Heights, County of Davis, State of Utah, hereby GRANTS AND CONVEYS 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 easement in Davis County, State of Utah, to-wit:

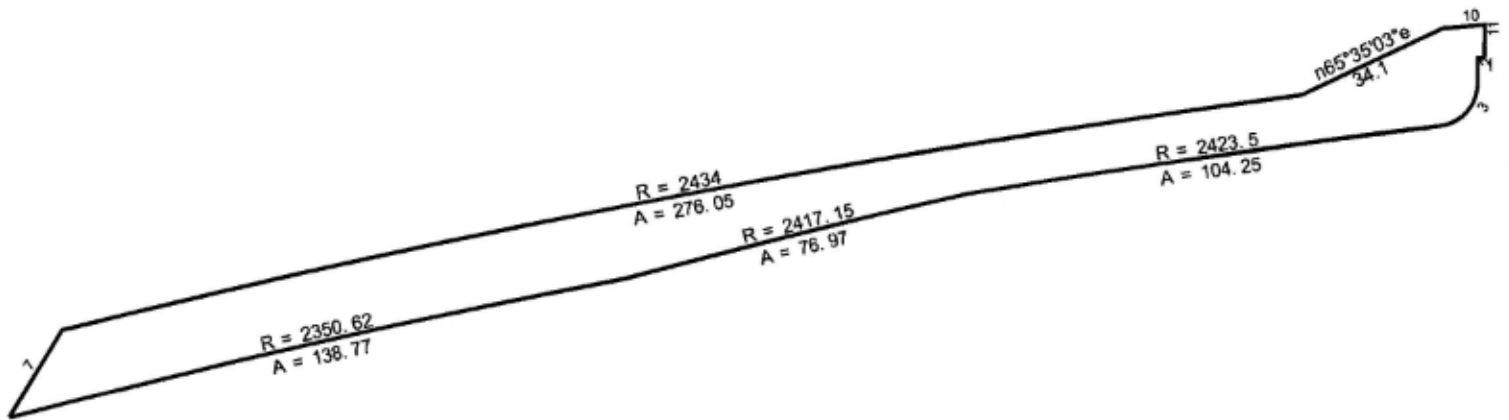
A temporary easement, upon part of an entire tract of property situate in the SE1/4 NE1/4 of Section 35, Township 4 North, Range 1 West, Salt Lake Base and Meridian, for the purpose of constructing cut and/or fill slopes, a driveway reconstruct and appurtenant parts thereof to facilitate the construction of US-89, known as Project No. S-0089(406)398. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract are described as follows:

Beginning at the intersection of the easterly boundary line of said entire tract and the northerly right of way line of 400 North Street of said Project, which point is 1050.22 feet S.00°01'00"W. and 427.87 feet West and 346.26 feet S.00°41'36"W. from the Northeast corner of said Section 35; and running thence along said northerly right of way line the following five (5) courses and distances: (1) S.87°34'18"W. 1.49 feet; (2) thence

S.00°34'03"W. 5.18 feet to a point of curvature of a curve to the right with a radius of 9.00 feet; (3) thence southwesterly along said curve with an arc length of 13.48 feet, chord bears S.40°30'09"W. 12.26 feet to a point of curvature of a curve to the left with a radius of 2423.50 feet; (4) thence westerly along said curve with an arc length of 104.25 feet, concentric with said 400 North right of way control line, chord bears S.82°11'11"W. 104.24 feet to a point of curvature of a non-tangent curve to the left with a radius of 2417.15 feet; (5) thence westerly along said curve with an arc length of 76.97 feet, chord bears S.76°18'02"W. 76.97 feet to the southerly boundary line of said entire tract at a point of curvature of a curve to the left with a radius of 2350.62 feet; thence westerly along said curve with an arc length of 138.77 feet, chord bears S.77°30'37"W. 138.75 feet to the westerly boundary line of said entire tract; thence N.31°44'55"E. 22.18 feet along said westerly boundary line to a point of curvature of a curve to the right with a radius of 2434.00 feet at a point 68.00 feet radially distant northerly from said 400 North Street right of way control line of said Project, opposite approximate Engineers Station 13+38.20; thence easterly along said curve with an arc length of 276.05 feet, concentric with said 400 North right of way control line, chord bears N.79°28'22"E. 275.90 feet; thence N.65°35'03"E. 34.10 feet; thence N.85°38'53"E. 9.15 feet to the easterly boundary line of said entire tract at a point 77.94 feet radially distant northerly from said 400 North Street right of way control line of said Project, opposite approximate Engineers Station 16+46.93; thence S.00°41'36"W. 7.09 feet along said easterly 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 part of an entire tract contains 4,457 square feet in area or 0.102 acre.

(Note: Rotate above bearings 00°15'33" clockwise to equal Highway bearings)



13821_S-0089(406)398_10P_383D_E_DeedPlot

4/24/2019

Scale: 1 inch= 42 feet

File: 13821_S-0089(406)398_10P_383D_E_DeedPlot.ndp

Tract 1: 0.1023 Acres (4457 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/361078), Perimeter=689 ft.

01 s87.3418w 1.49

10 n85.3853e 9.15

02 s00.3403w 5.18

11 s00.4136w 7.09

03 Rt, r=9.00, arc=13.48, chord=s40.3009w 12.25

04 Lt, r=2423.50, arc=104.25, chord=s82.1111w 104.24

05 Lt, r=2417.15, arc=76.97, chord=s76.1802w 76.97

06 Lt, r=2350.62, arc=138.77, chord=s77.3037w 138.75

07 n31.4455e 22.18

08 Rt, r=2434.00, arc=276.05, chord=n79.2822e 275.90

09 n65.3503e 34.1