

117849-JCP

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

E 3318125 B 7643 P 351-358  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
11/23/2020 9:18:00 AM  
FEE \$0.00 Pgs: 8  
DEP eCASH REC'D FOR COTTONWOOD TITLE INS



# Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-0089(406)398 Parcel No.(s): 642:A, 642:EV *MX AH*  
Pin No: 13821 Job/Proj No: 72194 Project Location: US-89; Farmington to I-84  
County of Property: DAVIS Tax ID / Sidwell No: 09-081-0021  
Property Address: 1903 North Valley View Drive LAYTON UT, 84040  
Owner's Address: 1903 North Valley View Drive, LAYTON, UT, 84040  
Owner's Home Phone: (801)698-1923 Owner's Work Phone:  
Owner / Grantor (s): Mark Delmon Housley and Angelina Housley, as joint tenants  
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 Mark Delmon Housley and Angelina Housley, as joint tenants ("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 \$127,900.00 (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

Project No: S-0089(406)398 Parcel No.(s): 642:A, 642:EC *MA* *AH*  
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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 17 day of September, 2020

*Mark Delmon Housley* Property Owner  
*Angelina Housley* Property Owner  
Property Owner Property Owner

STATE OF UTAH  
County of Weber

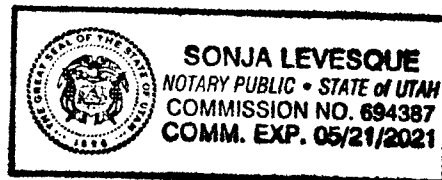
On the 17<sup>th</sup> day of September, <sup>2020</sup> *Angelina Housley*, *Mark Housley*, personally appeared before me

*Angelina Housley & Mark Housley* the signer(s) of the Agreement set forth above,  
who duly acknowledged to me that they executed the same.

*Sonja Levesque*  
NOTARY PUBLIC

DATED this 30<sup>th</sup> day of October, 2020

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



STATE OF UTAH  
County of Salt Lake

On the 30 day of October, 2020, 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.

*Krissy Plett*  
NOTARY PUBLIC



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

**Warranty Deed**  
(CONTROLLED ACCESS)  
Davis County

Tax ID No. 09-081-0021  
PIN No. 13821  
Project No. S-0089(406)398  
Parcel No. 0089:642:A

Mark Delmon Housley and Angelina Housley, as joint tenants, Grantors,  
of Layton, County of Davis, State of Utah,  
hereby CONVEYS 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 of Section 13, Township 4 North, Range 1 West, Salt Lake Base and  
Meridian, for the widening of existing US-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 northerly boundary line of said entire tract and  
the existing easterly right of way line of US-89, which point is 161.50 feet S.89°56'00"E.  
along the Section line and 366.13 feet S.01°29'00"W. from the Northwest corner of said  
Section 13; and running thence S.89°56'00"E. 59.53 feet along said northerly boundary line  
to a point 136.40 feet perpendicularly distant easterly from the US-89 right of way control  
line of said Project, opposite approximate Engineers Station 1325+60.78; thence  
S.04°58'50"W. 100.23 feet to the southerly boundary line of said entire tract at a point  
130.27 feet perpendicularly distant easterly from the US-89 right of way control line of said  
Project, opposite approximate Engineers Station 1324+60.67; thence N.89°56'00"W.  
53.42 feet along said southerly boundary line to the existing easterly right of way line of  
US-89; thence N.01°29'00"E. 99.89 feet along said existing easterly right of way 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 5,640 square feet in area or 0.130 acre.

(Note: Rotate above bearings 00°17'21" clockwise to equal Highway bearings)

To enable the Utah Department of Transportation to construct and maintain a public highway as an expressway, 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 with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from said Owner's remaining property contiguous to the lands hereby conveyed to or from said highway.

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

STATE OF )  
 ) ss.  
COUNTY OF )

\_\_\_\_\_  
Mark Delmon Housley

\_\_\_\_\_  
Angelina Housley

On the date first above written personally appeared before me, Mark Delmon Housley and Angelina Housley, as joint tenants, the signers of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

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

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

## Warranty Deed of Easement

Davis County

Tax ID No. 09-081-0021

PIN No. 13821

Project No. S-0089(406)398

Parcel No. 0089:642:EC

Mark Delmon Housley and Angelina Housley, as joint tenants, Grantor, of Layton, County of Davis, State of Utah, hereby CONVEYS and WARRANTS to THE UNITED STATES OF AMERICA and its assigns, Grantee, acting pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly Section 14 of the Reclamation Project Act of 1939 (53 Stat. 1197), for the sum of One Dollar (\$1.00) and other good and valuable consideration, a perpetual easement over, under, on, across and through the following described parcel of land located in Davis County, State of Utah, for the construction, use, operation, inspection, maintenance, repair, replacement, and improvement of Lateral 3.7 of the Weber Basin Water Conservancy District, together with all appurtenant and/or associated structures, fixtures, equipment, and features:

A perpetual easement, upon part of an entire tract of property situate in the NW1/4 NW1/4 of Section 13, Township 4 North, Range 1 West, Salt Lake Base and Meridian, in Davis County, Utah, to lay, construct, re-construct, operate and maintain an underground water pipeline or pipelines and appurtenant structures, on, over and through said part of an entire tract. The boundaries of said perpetual easement are described as follows:

Beginning at the intersection of the northerly boundary line of said entire tract and easterly highway right of way and no-access line of said Project, which point is 161.50 feet S.89°56'00"E. along the Section line and 366.13 feet S.01°29'00"W. and 59.53 feet S.89°56'00"E. from the Northwest corner of said Section 13; and running thence S.89°56'00"E. 20.07 feet along said northerly boundary line to a point 156.47 feet perpendicularly distant easterly from the US-89 right of way control line of said Project, opposite approximate Engineers Station 1325+61.27; thence S.04°58'50"W. 100.23 feet to the southerly boundary line of said entire tract at a point 150.33 feet perpendicularly distant easterly from the US-89 right of way control line of said Project, opposite approximate

Engineers Station 1324+61.16; thence N.89°56'00"W. 20.07 feet along said southerly boundary line to the easterly highway right of way and no-access line of said Project; thence N.04°58'50"E. 100.23 feet along said easterly highway right of way and no-access 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 2,004 square feet in area or 0.046 acre.

(Note: Rotate above bearings 00°17'21" clockwise to equal Highway bearings)

Grantor shall not construct any structures of a permanent nature or plant any deep-rooted vegetation within the easement. No materials shall be removed or placed upon the easement unless approval is obtained from Grantee. Any future easement to third parties over, under, on, across or through the easement are subject to the rights and approval of Grantee.

STATE OF	)	_____
	) ss.	Mark Delmon Housley
COUNTY OF	)	_____
		Angelina Housley

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared, Mark Delmon Housley and Angelina Housley, as joint tenants, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

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