

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

3194563  
BK 7365 PG 483

E 3194563 B 7365 P 483-493  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
10/10/2019 11:13:00 AM  
FEE \$0.00 Pgs: 11  
DEP eCASH REC'D FOR COTTONWOOD TITLE

118803-JCP



## Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-0089(406)398 Parcel No.(s): 408, 408:E

11-038-0020

Pin No: 13821 Job/Proj No: 72194 Project Location: US-89; Farmington to I-84  
County of Property: DAVIS Tax ID / Sidwell No: 11-038-0020  
Property Address: 1270 E 700 N FRUIT HEIGHTS UT, 84037  
Owner's Address: 1270 East 700 North, FRUIT HEIGHTS, UT, 84037  
Owner's Home Phone: (801)544-4788 Owner's Work Phone:  
Owner / Grantor (s): Herman Gene Frandsen and Lois Frandsen, as Trustees of the Herman and Lois Frandsen Family Revocable Trust dated April 24, 2008  
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 Herman Gene Frandsen and Lois Frandsen, as Trustees of the Herman and Lois Frandsen Family Revocable Trust dated April 24, 2008 ("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 \$43,000.00 (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

Project No: S-0089(406)398 Parcel No.(s): 408, 408:E

Pin No: 13821 Job/Proj No: 72194 Project Location: US-89; Farmington to I-84

County of Property: DAVIS Tax ID / Sidwell No: 11-038-0020

Property Address: 1270 E 700 N FRUIT HEIGHTS UT, 84037

Owner's Address: 1270 East 700 North, FRUIT HEIGHTS, UT, 84037

Owner's Home Phone: (801)544-4788

Owner's Work Phone:

Owner / Grantor (s): Herman Gene Frandsen and Lois Frandsen, as Trustees of the Herman and Lois Frandsen Family Revocable Trust dated April 24, 2008

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]*

Project No: S-0089(406)398 Parcel No.(s): 408, 408:E  
Pin No: 13821 Job/Proj No: 72194 Project Location: US-89; Farmington to I-84  
County of Property: DAVIS Tax ID / Sidwell No: 11-038-0020  
Property Address: 1270 E 700 N FRUIT HEIGHTS UT, 84037  
Owner's Address: 1270 East 700 North, FRUIT HEIGHTS, UT, 84037  
Owner's Home Phone: (801)544-4788 Owner's Work Phone:  
Owner / Grantor (s): Herman Gene Frandsen and Lois Frandsen, as Trustees of the Herman and Lois Frandsen Family Revocable Trust dated April 24, 2008  
Grantee: Utah Department of Transportation (UDOT)/The Department

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

DATED this 29<sup>th</sup> day of August, 2019

Lois Frandsen  
Property Owner

Property Owner

Property Owner

Property Owner

STATE OF UTAH  
County of Davis

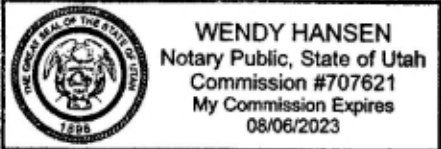
On the 19<sup>th</sup> day of August, 2019, personally appeared before me

Lois Frandsen 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 30<sup>th</sup> day of September, 2019

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

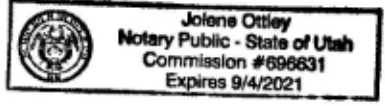


STATE OF UTAH  
County of SALT LAKE

On the 30<sup>th</sup> 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**

480-Warranty Deed

480: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. 11-038-0020  
PIN No. 13821  
Project No. S-0089(406)398  
Parcel No. 0089:408

Herman Gene Frandsen and Lois Frandsen, as Trustees of the Herman and Lois Frandsen Family Revocable Trust dated April 24, 2008, 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 Lot 1 of Oakmont Subdivision, recorded as Entry No. 288316, in Book "S" of L.L. at Page 312 in the Davis County Recorder's Office, situate in the SW1/4 SW1/4 of Section 25, 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 southwest corner of said entire tract, which point is 55.12 feet S.89°52'00"E. from the southwest corner of said Lot 1; and running thence along the westerly boundary line of said entire tract the following two (2) courses and distances: (1) N.03°39'00"W. 123.22 feet (Record 122.94 feet) to a point of curvature of a non-tangent curve to the right with a radius of 25.00 feet; (2) thence northerly along said curve with an arc length of 15.94 feet, chord bears N.14°36'44"E. 15.67 feet to a point 167.56 feet radially distant easterly from the US-89 right of way control line of said Project, opposite approximate Engineers Station 1173+77.71; thence S.01°35'54"E. 25.52 feet to a point of curvature of a curve to the left with a radius of 1338.50 feet at a point 167.98 feet radially distant easterly from the US-89 right of way control line of said Project, opposite Engineers Station 1173+52.48; thence southerly along said curve with an arc length of 112.95 feet,

chord bears S.04°00'57"E. 112.92 feet to the southerly boundary line of said entire tract at a point 175.12 feet radially distant easterly from the US-89 right of way control line of said Project, opposite approximate Engineers Station 1172+41.11; thence N.89°52'00"W. 4.73 feet along said southerly 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 492 square feet in area or 0.011 acre.

(Note: Rotate above bearings 00°11'32" clockwise to equal Highway bearings)

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

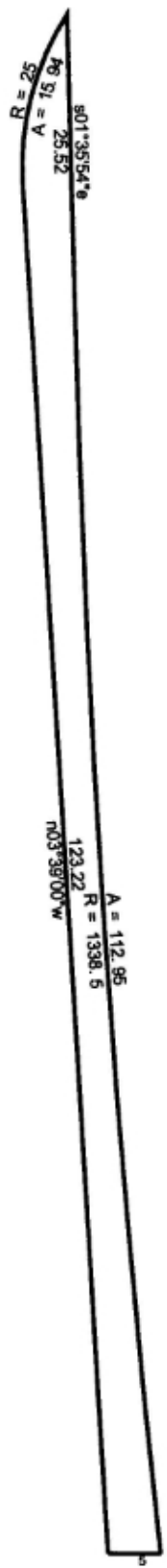
STATE OF )  
 ) ss.  
COUNTY OF )

\_\_\_\_\_  
Herman Gene Frandsen, Trustee

\_\_\_\_\_  
Lois Frandsen, Trustee

On the date first above written personally appeared before me, Herman Gene Frandsen and Lois Frandsen, as Trustees of the Herman and Lois Frandsen Family Revocable Trust dated April 24, 2008, who, being by me duly sworn, acknowledged to me that they signed the within and foregoing instrument in accordance with the authority as Trustees given under the instrument creating said Trust, and that as Trustees they executed the same.

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



13821\_S-0089(406)398\_09P\_408\_DeedPlot

4/10/2019

Scale: 1 inch= 16 feet

File: 13821\_S-0089(406)398\_09P\_408\_DeedPlot.ndp

Tract 1: 0.0113 Acres (492 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/70930), Perimeter=282 ft.

- 01 n03.3900w 123.22
- 02 Rt, r=25.00, arc=15.94, chord=n14.3644e 15.67
- 03 s01.3554e 25.52
- 04 Lt, r=1338.50, arc=112.95, chord=s04.0057e 112.92
- 05 n89.5200w 4.73

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

## Easement

(TRUSTEE)

Davis County

Tax ID No. 11-038-0020  
PIN No. 13821  
Project No. S-0089(406)398  
Parcel No. 0089:408:E

Herman Gene Frandsen and Lois Frandsen, as Trustees of the Herman and Lois Frandsen Family Revocable Trust dated April 24, 2008, 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 Lot 1 of Oakmont Subdivision, recorded as Entry No. 288316, in Book "S" of L.L. at Page 312 in the Davis County Recorder's Office, situate in the SW1/4 SW1/4 of Section 25, 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 southerly boundary line of said entire tract and the easterly right of way line of a frontage road of said Project, which point is 59.85 feet S.89°52'00"E. from the southwest corner of said Lot 1; and running thence northerly 78.85 feet along the arc of a non-tangent curve to the right with a radius of 1338.50 feet along said easterly right of way line, chord bears N.04°44'44"W. 78.84 feet; thence N.86°15'26"E. 17.65 feet to a point 186.67 feet radially distant easterly from the US-89 right



Page 2

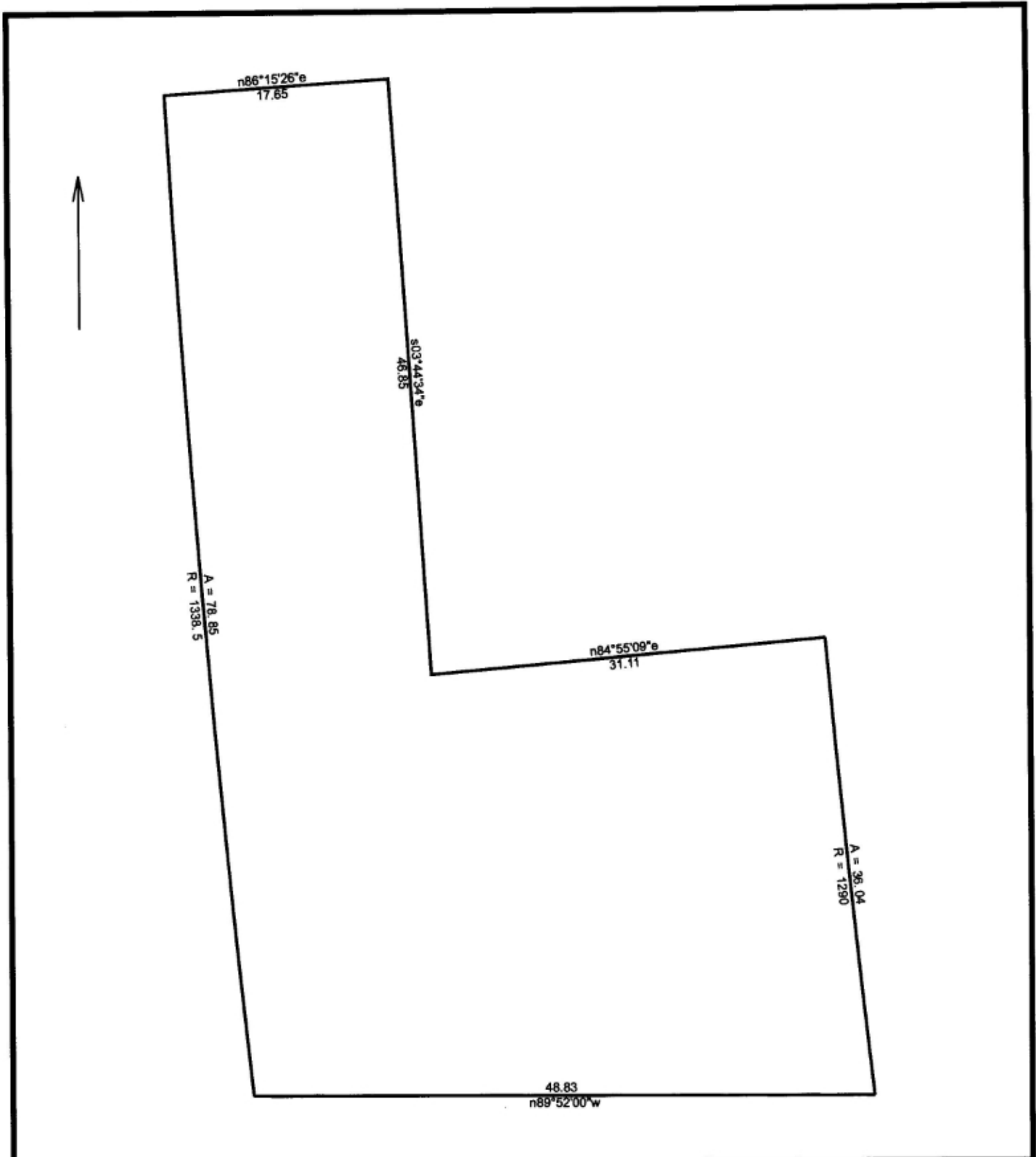
PIN No. 13821  
Project No. S-0089(406)398  
Parcel No. 0089:408:E

of way control line of said Project, opposite Engineers Station 1173+19.79; thence S.03°44'34"E. 46.85 feet; thence N.84°55'09"E. 31.11 feet to a point of curvature of a non-tangent curve to the left with a radius of 1290.00 feet; thence southerly along said curve with an arc length of 36.04 feet, chord bears S.5°52'51"E. 36.03 feet to the southerly boundary line of said entire tract at a point 223.95 feet radially distant easterly from the US-89 right of way control line of said Project, opposite Engineers Station 1172+40.85; thence N.89°52'00"W. 48.83 feet along said southerly 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 2,471 square feet in area or 0.057 acre.

(Note: Rotate above bearings 00°11'32" clockwise to equal Highway bearings)





13821\_S-0089(406)398\_09P\_408\_E\_DeedPlot

4/10/2019

Scale: 1 inch= 10 feet

File: 13821\_S-0089(406)398\_09P\_408\_E\_DeedPlot.ndp

Tract 1: 0.0567 Acres (2471 Sq. Feet), Closure: n07.4709e 0.01 ft. (1/25718), Perimeter=259 ft.

01 Rt, r=1338.50, arc=78.85, chord=n04.4444w 78.84

02 n86.1526e 17.65

03 s03.4434e 46.85

04 n84.5509e 31.11

05 Lt, r=1290.00, arc=36.04, chord=s05.5251e 36.04

06 n89.5200w 48.83