

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

113053-JC



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-0089(406)398 Parcel No.(s): 490, 490:E

Pin No: 13821 Job/Proj No: 72194 Project Location: US-89; Farmington to I-84
County of Property: DAVIS Tax ID / Sidwell No: 11-022-0055, 11-022-0056
Property Address: Approx. 225 N Highway 89 LAYTON UT, 84040
Owner's Address: 2421 Valley View Drive, LAYTON, UT, 84040
Owner's Home Phone: (801)540-3221 Owner's Work Phone:
Owner / Grantor (s): Todd Fullmer and Molly Fullmer, husband and wife 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 Todd Fullmer and Molly Fullmer, husband and wife 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 \$170,900.00 (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

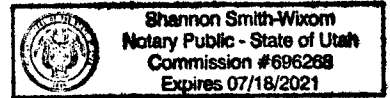
DATED this 10th day of Feb, 2020

Molly Fullmer _____ Property Owner
Todd Fullmer _____ Property Owner

STATE OF UTAH
County of DAVIS

On the 10th day of February, 2020, personally appeared before me

Todd + Molly Fullmer the signer(s) of the Agreement set forth above,
who duly acknowledged to me that they executed the same. Shannon Smith-Wixom
NOTARY PUBLIC



DATED this 26th day of February, 2020

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

STATE OF UTAH
County of SALT LAKE

On the 26th day of FEBRUARY, 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. Jolene Ottley
NOTARY PUBLIC

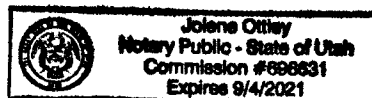


Exhibit A

Parcel 490-Warranty Deed

Parcel 490: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

Davis County

Tax ID No. 11-022-0055
11-022-0056
PIN No. 13821
Project No. S-0089(406)398
Parcel No. 0089:490

Todd Fullmer and Molly Fullmer, 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 parcel of land in Davis County, State of Utah, to-wit:

Two parcels of land in fee, being part of an entire tract of property, situate in the
NE1/4 SE1/4 and the SE1/4 SE1/4 of Section 23, and the SW1/4 SW1/4 of Section 24,
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 parcels
of land are described as follows:

Beginning at the northeast corner of said entire tract, which point is 119.00 feet
N.89°40'00"E. and 1532.40 feet North and 174.77 feet West (Record Point of Beginning
is 119.00 feet N.89°40'00"E. and 840.20 feet N.00°89'00"E. and 694.40 feet
N.00°16'00"W., more or less, and 210.57 feet S.88°34'00"W., more or less,) from the
Southeast corner of said Section 23; and running thence S.00°26'00"E. 295.97 feet
along the easterly boundary line of said entire tract to a point 145.62 feet
perpendicularly distant westerly from the US-89 right of way control line of said Project,
opposite approximate Engineers Station 1236+07.62; thence N.14°43'23"W. 71.16 feet
to a point of curvature of a curve to the right with a radius of 3456.50 feet at a point
154.28 feet perpendicularly distant westerly from the US-89 right of way control line of
said Project, opposite Engineers Station 1236+78.25; thence northerly along said curve
with an arc length of 231.25 feet, chord bears N.12°48'23"W. 231.21 feet, more or less,
to the northerly boundary line of said entire tract at a point 175.66 feet radially distant
westerly from the US-89 right of way control line of said Project, opposite approximate

Engineers Station 1239+05.64; thence N.88°34'00"E. 67.12 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 10,504 square feet in area or 0.241 acre.

Also:

Beginning at the intersection of the southerly boundary line of said entire tract and the existing westerly right of way and limited-access line of US-89, which point is 119.00 feet N.89°40'00"E. and 1070.16 feet North and 32.41 feet West from the Southeast corner of said Section 23; and running thence S.89°02'00"W. 105.43 feet along said southerly boundary line to a point 133.84 feet perpendicularly distant westerly from the US-89 right of way control line of said Project, opposite approximate Engineers Station 1234+36.41; thence N.01°43'56"W. 40.66 feet to point 129.59 feet perpendicularly distant westerly from the US-89 right of way control line of said Project, opposite Engineers Station 1234+76.85; thence N.14°43'23"W. 88.58 feet to a northerly boundary line of said entire tract at a point 140.37 feet perpendicularly distant westerly from the US-89 right of way control line of said Project, opposite Engineers Station 1235+64.77; thence N.89°25'00"E. 129.44 feet along said northerly boundary line to said existing westerly right of way and limited-access line; thence S.00°07'37"W. (Record Southerly) 125.85 feet along said existing westerly right of way and limited-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 parcel of land contains 14,418 square feet in area or 0.331 acre.

The above combined described parcels of land contain 24,922 square feet in area or 0.572 acre.

(Basis of Bearing is S.89°31'42"E. between the Southeast corner of Section 23 and the South Quarter corner of Section 24)

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

STATE OF

)

Todd Fullmer

) ss.

COUNTY OF

)

Molly Fullmer

On the date first above written personally appeared before me,
Todd Fullmer and Molly Fullmer, 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

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

Easement

Davis County

Tax ID No. 11-022-0055

PIN No. 13821

Project No. S-0089(406)398

Parcel No. 0089:490:E

Todd Fullmer and Molly Fullmer, husband and wife as joint tenants, Grantor, of Layton, 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 SE1/4 of Section 23, 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 southwest corner of said entire tract at a point 339.46 feet perpendicularly distant westerly from the US-89 right of way control line of said Project, opposite approximate Engineers Station 1234+60.81, which point is 119.00 feet N.89°40'00"E. and 1064.89 feet North and 344.86 feet West from the Southeast corner of said Section 23; and running thence N.01°55'00"W. 129.92 feet along the westerly boundary line of said entire tract to a point 326.30 feet perpendicularly distant westerly from the US-89 right of way control line of said Project, opposite approximate Engineers Station 1235+90.06; thence N.88°05'00"E. 48.38 feet; thence S.01°55'00"E. 130.72 feet to the southerly boundary line of said entire tract; thence S.89°02'00"W. 48.39 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 6,305 square feet in area or 0.145 acre.

(Basis of Bearing is S.89°31'42"E. between the Southeast corner of Section 23 and the South Quarter corner of Section 24)

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

STATE OF)
) ss.
COUNTY OF)

Todd Fullmer

Molly Fullmer

On the date first above written personally appeared before me, Todd Fullmer and Molly Fullmer, 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