

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

Recorded **23-MAR-2020** Filing No. **96644**  
At **02:08 PM** In Book **G12** Page **3**  
Fee **\$0.00** Debra L. Ames Rich County Recorder  
By UTAH DEPARTMENT OF TRANSPORTATION



## Utah Department of Transportation

### RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

Project No: S-0089(517)497 Parcel No.(s): 104:A, 104:E, 104:2E, 104:3E  
Pin No: 17969 Job/Proj No: 73403 Project Location: US 89; Garden City Escape Truck Ramp  
County of Property: RICH Tax ID / Sidwell No: 41-20-000-0035  
Property Address: Approx. 680 West US Highway 89 GARDEN CITY UT, 84028  
Owner's Address: 4614 South Driftwood Ave, SALT LAKE CITY, UT, 84123  
Owner's Home Phone: (801)261-3786  
Owner: Ken Davis and Jill Davis, husband and wife as joint tenants and not as tenants in common,  
with full rights of survivorship

IN CONSIDERATION of the mutual covenants herein, the above Owner 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 numbers 104:A, 104:E, 104:2E, 104:3E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.
- IMMEDIATE OCCUPANCY.** Owner hereby grants 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. Owner represents and warrants that it has the right to grant occupancy of the Subject Property to UDOT.
- ADVANCE PAYMENT.** UDOT agrees to pay Owner the sum of \$15,400 (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, Owner abandons 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 Owner 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).

Project No: S-0089(517)497 Parcel No.(s): 104:A, 104:E, 104:2E, 104:3E

Pin No: 17969 Job/Proj No: 73403 Project Location: US-89; Garden City Escape Truck Ramp  
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Owner's Home Phone: (801)261-3786  
Owner: Ken Davis and Jill Davis, husband and wife as joint tenants and not as tenants in common,  
with full rights of survivorship

- 6. IF NEGOTIATIONS ARE UNSUCCESSFUL.** If UDOT and Owner have not entered into a written contract or contracts for the sale to UDOT of all interests of Owner 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 Owner pursuant to paragraph 7, 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 Owner agrees 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 Owner 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 Owner and will have no obligation to purchase or condemn the Subject Property. However, UDOT will jointly pay Owner, 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.

Project No: S-0089(517)497 Parcel No.(s): 104:A, 104:E, 104:2E, 104:3E  
Pin No: 17969 Job/Proj No: 73403 Project Location: US-89; Garden City Escape Truck Ramp  
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Owner's Address: 4614 South Driftwood Ave, SALT LAKE, UT, 84123  
Owner's Home Phone: (801)261-3786  
Owner: Ken Davis and Jill Davis, husband and wife as joint tenants and not as tenants in common, with full rights of survivorship

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

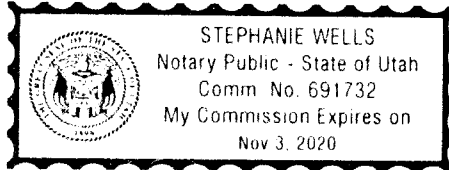
DATED this 2-14 day of February 2020

Jill Davis  
Property Owner

Kenneth Davis  
Property Owner

STATE OF UTAH  
County of Salt Lake

On the 14 day of February, 2020, Kenneth Davis, Jill Davis, 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.



Stephanie Wells  
NOTARY PUBLIC

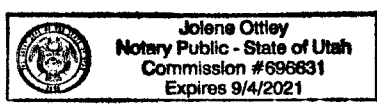
DATED this 26<sup>th</sup> day of February, 2020

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

STATE OF UTAH  
County of SALT LAKE

On the 26<sup>th</sup> day of FEBRUARY 20, 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**

**104:A, WARRANTY DEED**

**104:E, PERPETUAL EASEMENT**

**104:2E, PERPETUAL EASEMENT**

**104:3E TEMPORARY EASEMENT**

**Right of Way Maps**

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)  
(Individual)

Rich County

Tax ID No. 41-20-000-0035  
PIN No. 17969  
Project No. S-0089(517)497  
Parcel No. 0089:104:A

Ken Davis and Jill Davis, husband and wife as joint tenants as not as tenants in common, with full rights of survivorship, Grantor(s), of Salt Lake City, County of Salt Lake, 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 Rich County, State of Utah, to-wit:

A parcel of land in fee for the construction of the highway known as U.S. Highway 89 Project No. S-0089(515)497, being part of an entire tract of property situate in the NW1/4 SE1/4 of Section 20, T.14N., R.5E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the easterly right of way line, and the northerly boundary line of said entire tract, which intersection is 316.20 feet S.00°03'40"W. along the quarter section line, and 105.08 feet S.88°49'18"E. from the Center Quarter Corner of said Section 20; and running thence S.88°47'21"E 18.77 feet along said northerly boundary; thence S.09°21'21"W. 350.98 feet to the southerly boundary line of said entire tract at a point 68.00 feet perpendicularly distant easterly from the right of way control line of said project opposite engineers station 116+50.28; thence N.88°47'48"W. 21.20 feet along said southerly boundary line to the easterly right of way line of U.S.-89 at a point in a 4470.00-foot radius non-tangent curve to the left (Note: radius bears N.85°16'00"W.); thence along said existing easterly right of way line the following three (3) courses: (1) northerly 16.69 feet along the arc of said curve, through a delta of

Continued on Page 2  
INDIVIDUAL RW-04 (11-01-03)

0007

PIN No. 17969  
Project No. S-0089(517)497  
Parcel No. 0089:104:A

00°10'04" (Note: chord bears N.04°38'57"E. 16.69 feet); thence (2) N.04°33'13"E. 38.09 feet to the beginning of a 1,386.00-foot radius curve to the right; thence (3) northerly 297.39 feet along the arc of said curve, through a delta of 12°17'38" (Note: chord bears N.10°42'02"E. 296.82 feet) 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 of land contains 9,388 square feet in area, or 0.216 acre, more or less.

(Note: the above described part of an entire tract is contained within an existing perpetual easement granted to The Utah Department of Transportation as parcel 47:E of Project No. SP-0089(50)409.)

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 Owners' remaining property contiguous to the lands hereby conveyed, to or from said highway.

PIN No. 17969  
Project No. S-0089(517)497  
Parcel No. 0089:104:A

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

STATE OF \_\_\_\_\_ )

) ss.

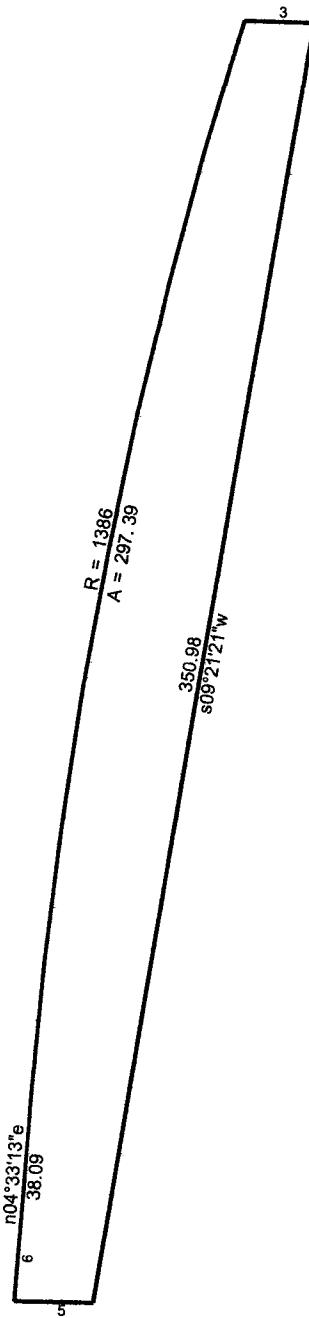
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
Ken Davis

\_\_\_\_\_  
Jill Davis

On the date first above written personally appeared before me, Ken Davis and Jill Davis, husband and wife as joint tenants as not as tenants in common, with full rights of survivorship, the signer(s) of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

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



104:A

12/13/2019

Scale: 1 inch= 50 feet

File: 17969\_S-0089(517)497\_01F\_104\_A\_DeedPlot.ndp

Tract 1: 0.2155 Acres (9388 Sq. Feet), Closure: s46.0112e 0.01 ft. (1/144388), Perimeter=743 ft.

01 /s00.0340w 316.2

08 Rt, r=1386.00, delta=012.1738, arc=297.39

02 /s88.4918e 105.08

03 s88.4721e 18.77

04 s09.2121w 350.98

05 n88.4748w 21.2

06 Lt, r=4470.00, arc=16.69, radial=n85.1600w

07 n04.3313e 38.09

0010



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

## Easement (Individual)

|             |             |                |
|-------------|-------------|----------------|
| Rich County | Tax ID No.  | 41-20-000-0035 |
|             | PIN No.     | 17969          |
|             | Project No. | S-0089(517)497 |
|             | Parcel No.  | 0089:104:E     |

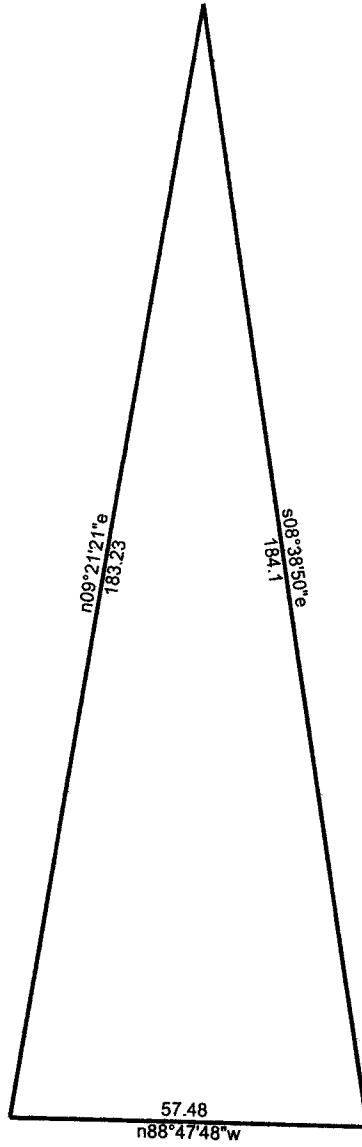
Ken Davis and Jill Davis, husband and wife as joint tenants as not as tenants in common, Grantor(s), of Salt Lake City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described easement in Rich County, State of Utah, to wit:

A perpetual easement, upon part of an entire tract of property, situate in the NW1/4 SE1/4 of Section 20, T.14N., R.5E., S.L.B.&M., in Rich County, Utah, for the purposes of access, constructing thereon cut and/or fill slopes and appurtenant parts thereof incident to the re-aligning of the existing U.S. Highway 89 known as Project No.S-0089(515)497 This easement includes the right to access, construct, maintain, and continue the existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by Grantee. This easement shall run with the real property and shall be binding upon the Grantor(s), successors, heirs and assigns, and includes and conveys all rights of Grantor to change the vertical distance or grade of said cut and/or fill slopes. The boundaries of said perpetual easement upon part of an entire tract of property are described as follows:

Beginning at a point 316.20 feet S.00°03'40"W. along the quarter section line, and 123.85 feet S.88°49'00"E., and 167.74 feet S.09°21'21"W., from the Center Quarter Corner of said Section 20 said point is 70.39 feet radially distant easterly from the right of way control line of said project opposite engineers station 118+33.50; and running thence S.08°38'50"E. 184.10 feet to the southerly boundary line of said entire tract of property; thence N.88°47'48"W. 57.48 feet along said southerly boundary line to a

Continued on Page 2  
INDIVIDUAL RW-09 (11-01-03)





104:E

11/25/2019

Scale: 1 inch= 30 feet

File: 17969\_S-0089(517)497\_01F\_104\_E\_DeedPlot.ndp

Tract 1: 0.1197 Acres (5213 Sq. Feet), Closure: n07.2759e 0.01 ft. (1/55761), Perimeter=425 ft.

- 01 /s00.0340w 316.2
- 02 /s88.4900e 123.85
- 03 /s09.2121w 167.74
- 04 s08.3850e 184.1
- 05 n88.4748w 57.48
- 06 n09.2121e 183.23

0013

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

## Easement

(Individual)

Rich County

|             |                |
|-------------|----------------|
| Tax ID No.  | 41-20-000-0035 |
| PIN No.     | 17969          |
| Project No. | S-0089(517)497 |
| Parcel No.  | 0089:104:2E    |

Ken Davis and Jill Davis, husband and wife as joint tenants as not as tenants in common, Grantor(s), of Salt Lake City, County of Salt Lake, 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 Rich County, State of Utah, to wit:

A perpetual easement, upon part of an entire tract of property, situate in the NW1/4 SE1/4 of Section 20, T.14N., R.5E., S.L.B.&M., in Rich County, Utah, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor and appurtenant parts thereof incident to the re-aligning of the existing U.S. Highway 89 known as Project No. S-0089(515)497. This easement shall run with the Real Property and shall be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said easement upon a part of an entire tract of property are described as follows:

Beginning at a point 452.20 feet S.00°03'40"W. along the quarter section line, and 101.99 feet East from the Center Quarter Corner of said Section 20; said point is 70.82 feet radially distant easterly from the right of way control line of said project opposite engineers station 118+66.00; thence S.81°23'34"E. 20.68 feet; thence S.08°36'26"W. 10.00 feet; thence N.81°23'34"W. 20.81 feet to a point 70.69 feet radially distant

Continued on Page 2  
INDIVIDUAL RW-09 (11-01-03)

PIN No. 17969  
Project No. S-0089(517)497  
Parcel No. 0089:104:2E

easterly from said right of way control line opposite engineers station 118+56.00; thence N.09°21'21"E. 10.00 feet 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 perpetual easement upon part of an entire tract of property contains 207 square feet or 0.005 acre, more or less

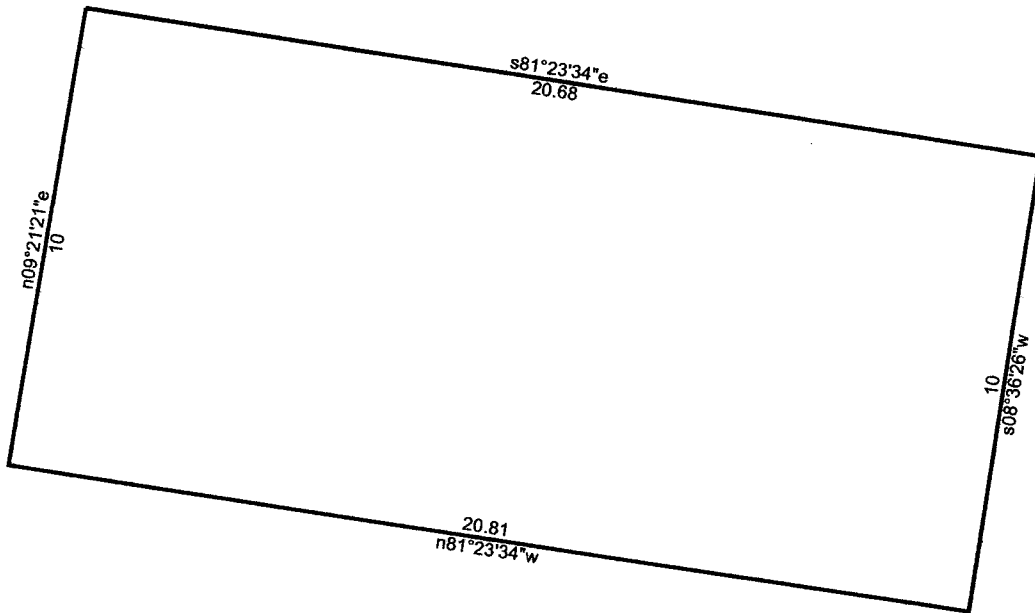
(Note: All bearings in the above description are equal to highway bearings.)

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

|                   |            |
|-------------------|------------|
| STATE OF _____ )  | _____      |
| ) ss.             | Ken Davis  |
| )                 |            |
| COUNTY OF _____ ) | _____      |
| )                 | Jill Davis |

On the date first above written personally appeared before me, Ken Davis and Jill Davis, husband and wife as joint tenants as not as tenants in common, the signer(s) of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

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



104:2E

11/26/2019

Scale: 1 inch= 4 feet

File: 17969\_S-0089(517)497\_01F\_104\_2E\_DeedPlot.ndp

Tract 1: 0.0048 Acres (207 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/57145), Perimeter=61 ft.

01 /s00.0340w 452.2

02 /s90e 101.99

03 s81.2334e 20.68

04 s08.3626w 10

05 n81.2334w 20.81

06 n09.2121e 10

0016

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

## Easement (Individual)

|             |             |                |
|-------------|-------------|----------------|
| Rich County | Tax ID No.  | 41-20-000-0035 |
|             | PIN No.     | 17969          |
|             | Project No. | S-0089(517)497 |
|             | Parcel No.  | 0089:104:3E    |

Ken Davis and Jill Davis, husband and wife as joint tenants as not as tenants in common, Grantor(s), of Salt Lake City, County of Salt Lake, 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 Rich County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, situate in the NW1/4 SE1/4 of Section 20, T.14N., R.5E., S.L.B.&M., in Rich County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the construction of U.S. Highway 89 known as Project No.S-0089(515)497. 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 easement upon a part of an entire tract of property are described as follows:

Beginning at a point in the northerly boundary line of said entire tract, said point is 316.20 feet S.00°03'40"W along the quarter section line, and 123.85 feet S.88°49'00"E. from the Center Quarter Corner of said Section 20; and running thence S.88°47'21"E. 75.86 feet along said northerly line; thence S.02°20'28"W. 152.91 feet; thence S.34°33'43"E. 77.47 feet; thence S.09°22'16"W. 37.50 feet; thence N.80°42'35"W. 125.81 feet; thence N.08°38'50"W. 70.16 feet; thence N.09°21'21"E 167.74 feet to the point

Continued on Page 2  
INDIVIDUAL RW-09 (11-01-03)

PIN No. 17969  
Project No. S-0089(517)497  
Parcel No. 0089:104:3E

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 easement contains 23,962 square feet or 0.550 acre, more or less.

(Note: All bearings in the above description are equal to highway bearings.)

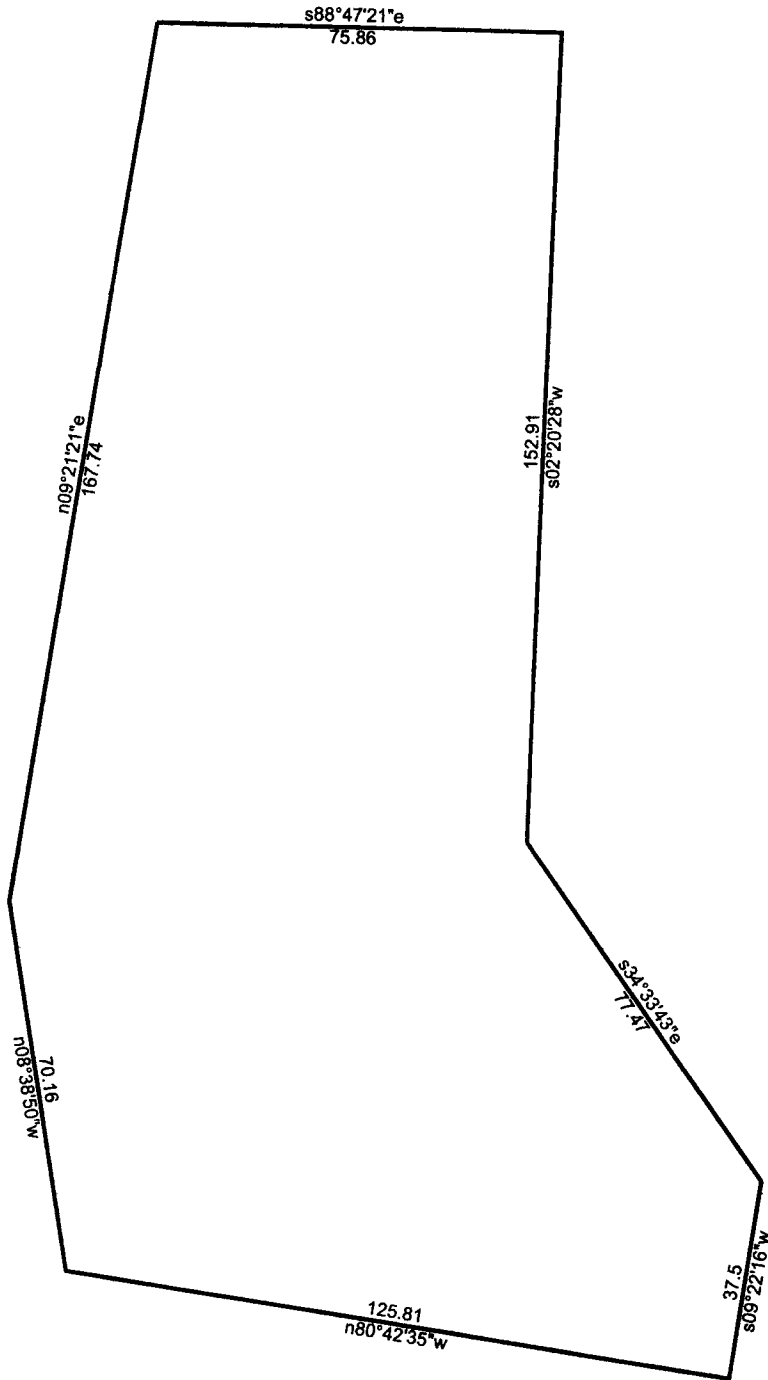
**WITNESS**, the hand of said Grantor, this \_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_.

|                   |            |
|-------------------|------------|
| STATE OF _____ )  | _____      |
| ) ss.             | Ken Davis  |
| )                 |            |
| COUNTY OF _____ ) | _____      |
| )                 | Jill Davis |

On the date first above written personally appeared before me, Ken Davis and Jill Davis, husband and wife as joint tenants as not as tenants in common, the signer(s) of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

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





104:3E

11/25/2019

Scale: 1 inch= 35 feet

File: 17969\_S-0089(517)497\_01F\_104\_3E\_DeedPlot.ndp

Tract 1: 0.5501 Acres (23962 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/643734), Perimeter=707 ft.

- 01 /s00.0340w 316.2
- 02 /s88.4900e 123.85
- 03 s88.4721e 75.86
- 04 s02.2028w 152.91
- 05 s34.3343e 77.47
- 06 s09.2216w 37.5
- 07 n80.4235w 125.81

- 08 n08.3850w 70.16
- 09 n09.2121e 167.74

0019