

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

3343756  
BK 7688 PG 1918

E 3343756 B 7688 P 1918-1927  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
2/2/2021 2:25:00 PM  
FEE \$0.00 Pgs: 10  
DEP eCASH REC'D FOR COTTONWOOD TITLE INS



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

Project No: S-R199(229) Parcel No.(s): 541:A, 541:S

Pin No: 11268 Job/Proj No: 72698 Project Location: West Davis Corridor  
County of Property: DAVIS Tax ID / Sidwell No: 12-339-0002  
Property Address: 2916 South 2000 West SYRACUSE UT, 84075  
Owner's Address: 2916 South 2000 West, SYRACUSE, UT, 84075  
Owner's Home Phone: (801)644-8996 Owner's Work Phone:  
Owner / Grantor (s): Clifton Todd Smith and Robin A. Smith, husband and wife as joint tenants with full rights of survivorship  
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 Clifton Todd Smith and Robin A. Smith, husband and wife as joint tenants with full rights of survivorship ("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 \$160,800.00 (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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Property Owner Property Owner  
\_\_\_\_\_  
Property Owner Property Owner

STATE OF UTAH  
County of \_\_\_\_\_

On the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me

\_\_\_\_\_ the signer(s) of the Agreement set forth above,  
who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

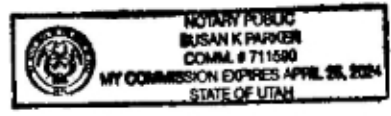
DATED this 11<sup>th</sup> day of January, 2021  
Carolee K. Stewart  
UDOT ~~Director~~ Deputy Director of Right of Way

STATE OF UTAH  
County of Salt Lake

On the 19<sup>th</sup> day of January, 2021, personally appeared before me

Charles A. Stovmont the signer(s) of this Agreement for UDOT  
who duly acknowledged to me that they executed the same.

Janet Parker  
NOTARY PUBLIC



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

DATED this 22 day of October, 2020

Clifton Todd Smith  
Property Owner

Robin A. Smith  
Property Owner

[Signature]  
Property Owner

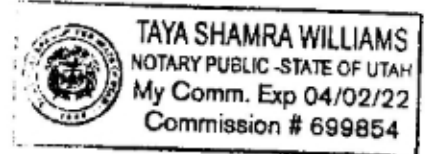
[Signature]  
Property Owner

STATE OF UTAH  
County of DAVIS

On the 22 day of October, 2020, personally appeared before me

Clifton Todd & Robin A. Smith the signer(s) of the Agreement set forth above,  
who duly acknowledged to me that they executed the same.

[Signature]  
NOTARY PUBLIC



DATED this 22 day of October, 2020

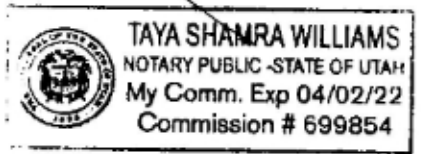
UDOT Director / Deputy Director of Right of Way

STATE OF UTAH  
County of DAVIS

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the signer(s) of this Agreement for UDOT  
who duly acknowledged to me that they executed the same.

[Signature]  
NOTARY PUBLIC



# Exhibit "A"

541:A Warranty Deed

541:S Warranty Deed

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. 12-339-0002

PIN No. 11268

Project No. S-R199(229)

Parcel No. R199:541:A

Clifton Todd Smith and Robin A. Smith, husband and wife as joint tenants with full rights of survivorship, Grantor, of Syracuse, 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:

A parcel of land in fee, being part of an entire tract of property, situate in Lot 2, Moss Acres Subdivision - Amendment, according to the official plat thereof, recorded November 25, 1998 as Entry No. 1463624 in Book 2400 at Page 286 in the office of the Davis County Recorder, situate in the NW1/4 NE1/4, NE1/4 NE1/4, SE1/4 NE1/4 and the SW1/4 NE1/4 of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, incident to the construction of SR-67 West Davis Highway, known as Project No. S-R199(229). The boundaries of said parcel of land are described as follows:

Beginning in the northerly boundary line of said Lot 2 at a point 135.06 feet radially distant northeasterly from the SR-67 right of way control line of said Project, opposite approximate Engineers Station 1670+75.15, which point is 992.16 feet N.89°40'01"W. from the Northeast corner of said Lot 2 to a point of curvature of a non-tangent curve to the left with a radius of 1536.00 feet; and running thence southeasterly along said curve with an arc length of 136.52 feet, chord bears S.38°02'10"E. 136.47 feet to the southerly boundary line of said Lot 2 at a point 136.94 feet radially distant northeasterly from the SR-67 right of way control line of said Project, opposite approximate Engineers Station 1669+31.96; thence N.89°40'01"W. 327.97 feet along said southerly boundary line to a point of curvature of a non-tangent curve to the right with a radius of 3025.00 feet at a point 125.00 feet radially distant southwesterly from the SR-67 right of way control line of said Project, opposite Engineers Station

167+29.97; thence northwesterly along said curve with an arc length of 128.87 feet, concentric with said right of way control line, chord bears N.33°31'52"W. 128.86 feet to the northerly boundary line of said Lot 2 at a point 125.00 feet radially distant southwesterly from the SR-67 right of way control line of said Project, opposite approximate Engineers Station 1672+53.51; thence S.89°40'01"E. 315.06 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 34,323 square feet in area or 0.788 acre.

(Note: Rotate above bearings 00°20'53" clockwise to equal Highway bearings)

To enable the Utah Department of Transportation to construct and maintain a public highway as a freeway, 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.	Clifton Todd Smith
COUNTY OF	)	
		_____
		Robin A. Smith

On the date first above written personally appeared before me, Clifton Todd Smith and Robin A. Smith, husband and wife as joint tenants with full rights of survivorship, the signers of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

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



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## Warranty Deed

Davis County

Tax ID No. 12-339-0002

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Parcel No. R199:541:S

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A tract of land in fee, being part of an entire tract of property, situate in Lot 2, Moss Acres Subdivision - Amendment, according to the official plat thereof, recorded November 25, 1998 as Entry No. 1463624 in Book 2400 at Page 286 in the office of the Davis County Recorder, situate in the NW1/4 NE1/4, NE1/4 NE1/4, SE1/4 NE1/4 and the SW1/4 NE1/4 of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, incident to the construction of SR-67 West Davis Highway, known as Project No. S-R199(229). The boundaries of said tract of land are described as follows:

Beginning at the Northwest corner of said Lot 2; and running thence S.89°40'01"E. 329.26 feet along the northerly boundary line of said Lot 2 to the westerly highway right of way and no-access line of SR-67 of said Project at a point of curvature of a non-tangent curve to the left with a radius of 3025.00 feet; thence southeasterly along said curve with an arc length of 128.87 feet, chord bears S.33°31'52"E. 128.86 feet to the southerly boundary line of said Lot 2; thence N.89°40'01"W. 400.79 feet along said southerly boundary line to the Southwest corner of said Lot 2; thence N.00°11'16"E. 107.00 feet along the westerly boundary line of said Lot 2 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.

