

25924-JCP

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

3409075
BK 7822 PG 1210

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
8/13/2021 12:29:00 PM
FEE \$0.00 Pgs: 5
DEP eCASH REC'D FOR COTTONWOOD TITLE

UDOT Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-R199(229) Parcel No.(s): 590:T

Pin No: 11268 Job/Proj No: 72698 Project Location: SR-177, West Davis Hwy; I-15 & SR-67 to SR-193
County of Property: DAVIS Tax ID / Sidwell No: 12-091-0055
Property Address: 2679 West 1700 South SYRACUSE UT, 84075
Owner's Address: 2679 West 1700 South, SYRACUSE, UT, 84075
Owner's Home Phone: (385)248-2183 Owner's Work Phone:
Owner / Grantor (s): Dale S. Cheney
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 Dale S. Cheney ("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 \$730,000.00 (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, subject to the terms hereof. UDOT will be responsible for the expenses of the escrow account. This amount paid into escrow shall be ~~deducted from~~ credited toward 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, with any excess to be refunded to UDOT. 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. If Property Owners and UDOT are not able to reach an agreement to convey the property described in Exhibit A, the Deposit shall be paid by the title company to the clerk of court in which an action to condemn that property is filed. The Deposit shall then be considered an advance on the just compensation to be awarded in such proceeding pursuant to and subject to all terms of Utah Code 78B-6-510.

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. UDOT also reserves it right to contest the amount of just compensation to be paid to Property Owners. If

DCW
GS

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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:

ADDITIONAL TERMS:

UDOT will take possession of the home and the right of way needed on the north side of the property on August ~~July~~ 15th, 2021. UDOT will take possession of the remaining land including the shop on September 15, 2021. UDOT will not be responsible for any damage that may be done to any structures on the property until title is transferred.

[Signatures and Acknowledgments to Follow Immediately]

DC
US
CAD

Notice Exhibits Changed,
AUG 15th House
Sept 15th Remaining property

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

DATED this 29th day of July, 2021

Dale Cheney
Property Owner

Property Owner

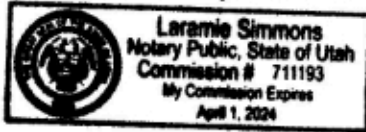
Dale Cheney
Property Owner

Property Owner

STATE OF UTAH
County of Summit

On the 29 day of July, 2021, personally appeared before me

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



[Signature]
NOTARY PUBLIC

DATED this 4th day of August, 2021

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



STATE OF UTAH
County of Salt Lake City

On the 4th day of August, 2021, personally appeared before me

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

[Signature]
NOTARY PUBLIC

Exhibit A

3409075
BK 7822 PG 1213

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. 12-091-0055

PIN No. 11268

Project No. S-R199(229)

Parcel No. R199:590:T

Dale S. Cheney 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 tract of land in Davis County, State of Utah, to-wit:

A tract of land in fee, being all of an entire tract of property situate in the NE1/4 NW1/4 of Section 16, 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 North 89°49'43" West 1060.28 feet along the Section line from the Northeast corner of the Northwest Quarter of Section 16, Township 4 North, Range 2 West, Salt Lake Meridian, and running thence South 04°50' West 435.6 feet; thence South 89°49'42" East 100.0 feet; thence North 04°50' East 435.6 feet; thence North 89°49'43" West 100.0 feet to the point of beginning.

ALSO:

Beginning North 89°49'43" West 920.28 feet along the Section line from the Northeast corner of the Northwest Quarter of Section 16, Township 4 North, Range 2 West, Salt Lake Meridian, and running thence South 4°50' West 435.6 feet; thence North 89°49'42" West 40.0 feet; thence North 4°50' East 435.6 feet; thence South 89°49'42" East 40.0 feet to the point of beginning.

The above described tract of land contains 60,782 square feet in area or 1.395 acres, of which 4,640 square feet or 0.106 acre, more or less are now occupied by the existing Antelope Drive (1700 South Street). Balance is 56,142 square feet or 1.289 acres, more or less.

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

STATE OF

)

) ss.

Dale S. Cheney

COUNTY OF

)

On the date first above written personally appeared before me, Dale S. Cheney, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public