

128756-JCP
WHEN RECORDED, MAIL TO:
Utah Department of Transportation
4501 South 2700 West
P.O. Box 148420
Salt Lake City, UT 84114-8420

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
4/16/2021 1:34:00 PM
FEE \$0.00 Pgs: 7
DEP eCASH REC'D FOR COTTONWOOD TITLE INS AGEN



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-R199(229) Parcel No.(s): 377:A
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: 08-484-0001
Property Address: 820 Mare Circle KAYSVILLE UT, 84037
Owner's Address: 1324 East Millbrook Way, Bountiful, UT, 84010
Owner's Home Phone: Owner's Work Phone: (801)647-7219
Owner / Grantor (s): Clearwater Investment Group LLC
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 Clearwater Investment Group LLC ("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 \$156,700.00 (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 12 day of April, 2021

Jeff Hansen _____
 Property Owner _____ Property Owner


 Property Owner _____ Property Owner

STATE OF UTAH
 County of Davis

On the 2nd day of April, 2021, personally appeared before me
Jeffrey Max Hansen the signer(s) of the Agreement set forth above,
 who duly acknowledged to me that they executed the same.

Celia F. Pace
 NOTARY PUBLIC

DATED this 6th day of April, 2021
Charles B. Stormont
 UDOT Director / Deputy Director of Right of Way




NOTARY PUBLIC
 Celia F Pace
 714871
 My Commission Expires
 10/26/2024
 STATE OF UTAH

STATE OF UTAH
 County of ~~that~~ Salt Lake

On the 6th day of April, 2021, personally appeared before me
Charles B. Stormont the signer(s) of this Agreement for UDOT
 who duly acknowledged to me that they executed the same.

Gwen Avila
 NOTARY PUBLIC



NOTARY PUBLIC
 GWEN AVILA
 COMM. # 700053
 COMMISSION EXPIRES
 APRIL 19, 2022
 STATE OF UTAH

Exhibit A

377:A - 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)
(LIMITED LIABILITY COMPANY)
Davis County

Tax ID No. 08-484-0001
PIN No. 11268
Project No. S-R199(229)
Parcel No. R199:377:A

Clearwater Investment Group, LLC, a Limited Liability Company of the State of Utah, Grantor, hereby CONVEYS 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 Parcel A, Kaysville Sunset Equestrian Estates Plat 8 Second Amendment recorded as Entry No. 2589695 in Book 5232 at Page 188 in the office of the Davis County Recorder, situate in Lot 3 of Section 9, Township 3 North, Range 1 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 at the Southwest corner of said Parcel A; and running thence along the westerly boundary line of said Parcel A the following two (2) courses and distances: (1) N.31°35'38"E. 145.14 feet; (2) thence N.23°56'39"W. 18.43 feet to a point 125.00 feet perpendicularly distant northeasterly from the SR-67 right of way control line of said Project, opposite approximate Engineers Station 1266+15.85; thence S.37°24'12"E. 276.92 feet, parallel with said right of way control line, to the southerly boundary line of said Parcel A at a point 125.00 feet perpendicularly distant northeasterly from the SR-67 right of way control line of said Project, opposite approximate Engineers Station 1263+38.93; thence along said southerly boundary line the following two (2) courses and distances: (1) N.73°44'15"W. 28.90 feet to a point of curvature of a curve to the right with a radius of 2433.10 feet; (2) thence westerly along said curve with an arc length of 220.97 feet, chord

bears N.71°08'09"W. 220.89 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 parcel of land contains 18,767 square feet in area or 0.431 acre.

(Note: Rotate above bearings 00°20'40" 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.

IN WITNESS WHEREOF, said Clearwater Investment Group, LLC has caused this instrument to be executed by its proper officers thereunto duly authorized, this ___ day of _____, A.D. 20__.

STATE OF _____) Clearwater Investment Group, LLC
) ss. Limited Liability Company
COUNTY OF _____)
By _____
Manager

On this, the ___ day of _____, 20____, personally appeared before me _____, the undersigned officer, who acknowledged herself/himself to be the manager/a member of Clearwater Investment Group, LLC, a Limited Liability Company, and in that capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by herself/himself as the manager/a member.

In witness whereof, I hereunto set my hand and official seal.

Notary Public