

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

ENT 96910:2017 PG 1 of 10
Jeffery Smith
Utah County Recorder
2017 Oct 02 09:22 AM FEE 0.00 BY CS
RECORDED FOR Founders Title Company
ELECTRONICALLY RECORDED



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: F-0068(92)26 Parcel No.(s): 151, 151:E

Job/Proj / Auth No: 54157 Pin No: 10689
Project Location: SR-68; Centennial Blvd to Pioneer Crossing
County of Property: UTAH Tax ID / Sidwell No: 58:038:0032
Property Address: 385 S Redwood Road SARATOGA SPRINGS UT, 84045
Owner / Grantor (s): Scott Cooper McLachlan and Julie A. McLachlan, husband and wife, as joint tenants
Owner's Address: P.O. Box 37, LEHI, UT, 84043
Owner's Home Phone: (801)766-1305 Owner's Work Phone:

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 Scott Cooper McLachlan and Julie A. McLachlan, 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 \$131,100.00 (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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Owner's Work Phone:

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 5th day of September, 2017

Scott Cooper McLachlan
Scott Cooper McLachlan
Julie A. McLachlan
Julie A. McLachlan

Property Owner

Property Owner

STATE OF UTAH
County of Utah

On the 5th day of September, 2017, personally appeared before me

Scott Cooper McLachlan and Julie A. McLachlan the signer(s) of the Agreement set forth above,
who duly acknowledged to me that they executed the same.

[Signature]
NOTARY PUBLIC

DATED this 17th day of September, 2017

[Signature]
UDOT Director / Deputy Director of Right of Way

MEGNA ELIZABETH BROWN
NOTARY PUBLIC - STATE OF UTAH
COMMISSION # 674963
COMM. EXP: 02-26-2018

STATE OF UTAH
County of Salt Lake

On the 21st day of September, 2017, personally appeared before me

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

[Signature]
NOTARY PUBLIC

Shannon Smith-Wixom
Notary Public - State of Utah
Commission # 696268
Expires 07/16/2021

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

EXHIBIT "A"

Warranty Deed

(INDIVIDUAL)

Utah County

Tax ID No. 58:038:0032
 Pin No. 10689
 Project No. F-0068(92)26
 Parcel No. 0068:151

Scott Cooper McLachlan and Julie A. McLachlan, husband and wife, as joint tenants,
 Grantor, 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 consideration, the
 following described parcel of land in Utah County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the
 SE1/4NW1/4 of Section 26, T.5S., R.1W., S.L.B.&M., for the construction of
 improvements incident to the widening of existing SR-68 (Redwood Road), known as
 project number F-0068(92)26.

Beginning at the southeast corner of said entire tract, which corner is also on the
 existing west right of way line of State Route 68 (Redwood Road), which corner is
 32.84 feet N. 89°57'39" W. along the quarter section line from the Center Quarter
 Corner of said Section 26; thence N. 89°57'39" W. (N. 89°57'44" by deed) 25.82 feet
 along said quarter section line and the south boundary line of said entire tract to a point
 which is 65.00 feet perpendicularly distant westerly from the control line of said project,
 opposite approximate Engineer Station 486+51.77; thence N. 00°38'56" E. 82.55 feet to
 a point of curvature, which point is 65.00 feet perpendicularly distant westerly from the
 control line of said project, opposite Engineer Station 487+34.32; thence northerly

Pin No. 10689
Project No. F-0068(92)26
Parcel No. 0068:151

235.25 feet along the arc of a 20,065.00-foot curve to the right, through a central angle of $00^{\circ}40'18''$, the chord of which bears N. $00^{\circ}59'05''$ E. 235.25 feet to a point which is 65.00 feet perpendicularly distant westerly from the control line of said project, opposite Engineer Station 489+68.80; thence N. $01^{\circ}19'14''$ E. 313.66 feet to the north boundary of said entire tract, which point is also 65.00 feet perpendicularly distant westerly from the control line of said project, opposite approximate Engineer Station 492+82.47; thence S. $89^{\circ}30'28''$ E. (*S. $89^{\circ}30'20''$ E by deed*) 15.81 feet along said boundary to the existing west right of way of SR-68 (Redwood Road); thence the following two (2) courses which are along said right of way line: (1) S. $00^{\circ}24'38''$ E. 205.89 feet; (2) S. $00^{\circ}29'40''$ W. 425.35 feet, to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation. The above described parcel of land contains 14,311 square feet or 0.329 acre in area.

(Note: All bearings in the above description are record unless otherwise noted.)

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Project No. F-0068(92)26
Parcel No. 0068:151

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

Signed in the presence of:

STATE OF)
) ss.
COUNTY OF)

Scott Cooper McLachlan

Julie A. McLachlan

On the date first above written personally appeared before me, Scott Cooper McLachlan and Julie A. McLachlan, husband and wife, as joint tenants, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public



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9/7/2016

Scale: 1 inch= 73 feet

File: 10689 F-0068(92)26_02P_151_DeedPlot.ndp

Tract 1: 0.3285 Acres (14311 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/714450), Perimeter=1304 ft.

01 n89.5739w 25.82

07 s00.2940w 425.35

02 n00.3850e 82.55

03 Rt, r=20065.00, delta=000.4018, arc=235.25, chord=n00.5905e 235.25

04 n01.1914e 313.66

05 s89.3028e 15.81

06 s00.2438e 205.89

REV05042015

Return to:

Rocky Mountain Power

Lisa Louder/Allen Stewart

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

Project Widening of existing SR-68 (Redwood Road).

WO#:

RW#:

Project No. F-0068(92)26

Pin No. 10689

Parcel No. 0068:151:E

RIGHT OF WAY EASEMENT

For value received, Scott Cooper McLachlan and Julie A. McLachlan, husband and wife, as joint tenants, ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 631.53 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, on, over, or under the surface of the real property of Grantor in **Utah** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit "A" attached hereto and by this reference made a part hereof:

Legal Description: A perpetual easement, upon part of an entire tract of property, situate in the SE1/4 NW1/4 of Section 26, T.5S., R.1W., S.L.B.&M. Beginning at a point on the southerly boundary line of said entire tract of property as described in that certain deed, recorded January 09, 1996 as Entry No. 2263 in Book 3860 and Page 360 in the office of the Utah County Recorder, which point is also 58.67 feet N.89°57'39"W. along the quarter section line from the Center of Section of said Section 26, which point is also 65.00 feet perpendicularly distant westerly from the control line of SR-68 (Redwood Road), at Engineer Station 486+51.77; thence N.89°57'39"W. (*N.89°57'44"W. by record*) 10.00 feet along the quarter section line and the south boundary line of said entire tract; thence N.00°38'56"E. 82.66 feet to a point of curvature; thence northerly 235.36 feet along the arc of a 20,075.00-foot radius curve to the right, through a central angle of 00°40'18", the chord of which bears N.00°59'05"E. 235.36 feet; thence

N.01°19'14"E. 313.52 feet, more or less, to the northerly boundary of said entire tract; thence S.89°30'28"E. (S.89°30'20"E. by deed) 10.00 feet along said northerly boundary to a point on the project F-0068(92)26 right of way line; thence S.01°19'14"W. 313.66 feet to a point of curvature; thence southerly 235.25 feet along the arc of a 20,065.00-foot radius curve to the left, through a central angle of 00°40'18", the chord of which bears S.00°59'05"W. 235.25 feet; thence S.00°38'56"W. 82.55 feet, more or less, to the point of beginning. The above described part of an entire tract of land contains 6,314 square feet or 0.145 acre in area, more or less.

(Note: All bearings in the above description are record and equal to highway bearings unless otherwise noted.)

Assessor Parcel No. 58:038:0032

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

